# City of Lubbock, Texas
## Regular City Council Meeting
## December 1, 2016

Daniel M. Pope, Mayor
Latrelle Joy, Mayor Pro Tem, District 6
Juan A. Chadis, Councilman, District 1
Shelia Patterson Harris, Councilwoman, District 2
Jeff Griffith, Councilman, District 3
Steve Massengale, Councilman, District 4
Karen Gibson, Councilwoman, District 5

Chad Weaver, Acting City Manager
Mitch Satterwhite, Acting City Attorney
Rebecca Garza, City Secretary

http://www.mylubbock.us

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

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

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

**3:30 p.m. -- City Council convenes in work session in Room 103 Committee Room in City Hall to consider Items 1.-1.2.**
**5:15 p.m. -- City Council convenes in open session in City Hall Council Chambers to consider items 2.-6.12.**

1. **Work Session - Items for presentation and discussion on such issues that may require more in-depth consideration by the City Council, than Regular Agenda items. Action may be taken on a Work Session item if the item indicates to the public the action to be taken.**

1. 1. Mr. Tim Siegel will make a presentation concerning golf cart safety, raising the public awareness of golf carts as a road hazard, and the dangers and issues raised by minors driving golf carts.

1. 2. Presentation by the Facilities Committee, Staff, and Perkins+Will Architects, concerning the status of the Citizens' Tower Project and an update on other facility projects.

2. **Proclamations and Presentations**

2. 1. Invocation by Dr. Phil McClendon, Senior Pastor - The Springs Fellowship

2. 2. Pledges of Allegiance

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

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

**Public Comments Sign-Up Form**

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

**sign up to speak at the City Council meeting itself, completing the form provided at the meeting, with regard**

**to any item posted on the City Council agenda.**

**See the Supplemental Citizen Comment Agenda.**

4. **Minutes**

4. 1. October 24, 2016 Special City Council Meeting - Electric Utility Board
October 27, 2016 Regular City Council Meeting
November 1, 2016 Special City Council Meeting - Community Task Force

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. **Ordinance 1st Reading - Councilwoman Karen Gibson:** Consider an ordinance amending Chapter 24, "Vehicles for Hire", of the Code of Ordinances of the City of Lubbock, Texas, by revising Section 24.02.111 and Section 24.03.111 regarding the minimum insurance requirements for transportation-for-hire service companies and transportation network companies; providing a penalty; providing a savings clause; and providing for publication.

5. 2. **Budget Amendment Ordinance 1st Reading - Finance:** Consider Budget Ordinance Amendment 6 amending the FY 2016-17 Adopted Budget for municipal purposes respecting the General Fund to increase expenditures in the Parks Department operating budget; providing for filing; and providing for a savings clause.

5. 3. **Budget Amendment Ordinance 1st Reading - Finance:** Consider Budget Ordinance Amendment 7 amending the FY 2016-17 Adopted Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Lubbock Chamber of Commerce for the City Pride Sign Program; providing for filing; and providing for a savings clause.

5. 4. **Resolution – Finance**: Consider a resolution authorizing the City Council to direct the City Manager to prepare a development agreement and to commence an economic feasibility study for the planning, financing, construction, and operation of a hotel on the Lubbock Memorial Civic Center property, and for infrastructure improvements associated with the property.

5. 5. **Resolution - Finance:** Consider a resolution authorizing the Mayor to execute Contract 12991 with West Texas Services, Inc., dba Tom's Tree Place of Lubbock, Texas, for Public Improvement District (PID) landscape services at Quincy Park, ITB 16-12991-KM.

5. 6. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2016-O0169 amending the Oil and Gas Drilling Ordinance, to repeal the provision for the oil and gas advisory review committee, and amending the remainder of the ordinance to remove the references to said committee.

5. 7. **Ordinance 2nd Reading – Right-of-Way:** Consider Ordinance No. 2016-O0154 abandoning and closing a portion of a 10-foot underground utility easement located in Section 44, Block AK, Lubbock, Lubbock County, Texas, near Iola and 29th Street.

5. 8. **Ordinance 2nd Reading - Right-of-Way:** Consider Ordinance No. 2016-O0140 abandoning and closing a 44-foot temporary drainage easement located south of Avenue T and 100th Street, in Section 10, Block E, Lubbock, Lubbock County, Texas, 10007 Avenue U.

5. 9. **Ordinance 1st Reading – Right-of-Way:** Consider an ordinance abandoning and closing a 10-foot wide water line easement located in Lot 2A, Holiday Park Addition, located at 4702 4th Street.

5. 10. **Ordinance 1st Reading – Right-of-Way:** Consider an ordinance abandoning and closing a Lubbock Power and Light (LP&L) aerial easement and a portion of a drainage and storm water easement located in Lot 306B Midway Park, 5110 29th Drive.

5. 11. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute an Alley Use License to Community Health Center of Lubbock, for the use of a portion of a dedicated alley for a power line and irrigation shelf located between Lot 2, Block 1, Original Town of Lubbock, Lubbock County, Texas, and Tract C Ratliff Addition, 1610 5th Street.

5. 12. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a monitoring well permit to Reagor Dykes Auto Company, L.P., for an alley right-of-way monitoring well permit located in the alley south of Lot 20, Block 133, Original Town of Lubbock, Lubbock County, Texas, 1005 Broadway Avenue.

5. 13. **Resolution - Health Department:** Consider a resolution authorizing and directing the Mayor of the City of Lubbock to execute for and on behalf of the City of Lubbock, a Memorandum of Understanding (MOU) between the City of Lubbock and the Texas Department of State Health Services (DSHS) to allow access to the Texas Syndromic Surveillance system for the purpose of monitoring the health of the community.

5. 14. **Resolution - Fleet Services**: Consider a resolution authorizing the Mayor to execute Purchase Order Contract 31030108 with Comprehensive Communication Services, LLC. for the purchase of a Mobile Emergency Response Center, DIR Contract SDD-2026.

5. 15. **Resolution - Fleet Services**: Consider a resolution authorizing the Mayor to execute Purchase Order Contract 31030306 with Kinloch Equipment and Supply, Inc., for the purchase of one (1) 2016 Elgin Street Sweeper.

5. 16. **Resolutions - Fleet Services**: Consider two (2) resolutions authorizing the Mayor to execute Contract 13033 with Advance Stores Company, Inc., dba Advance Auto Parts of Lubbock, Texas, and Contract 13120 with South Plains Battery, Inc. dba IBS of the South Plains of Lubbock, Texas, ITB 16-13033-KM for automotive batteries.

5. 17. **Resolution - GIS and Data Services:** Consider a resolution authorizing the Mayor to execute an amendment to Contract 12719 with Bohannan Huston, Inc., for High Resolution Aerial LiDAR Imaging, derivative products, and related services.

5. 18. **Resolution – Police**: Consider a resolution authorizing the Mayor to execute an agreement with the Office of the Governor Criminal Justice Division and Homeland Security Grants Division for the purchase of software upgrades for records management by the Lubbock Police Department.

5. 19. **Resolution - Fire and Rescue:** Consider a resolution authorizing the Mayor to execute Purchase Order Contract 10017261 with DACO Fire Safety Equipment of Lubbock, Texas, for Self Contained Breathing Apparatus (SCBA) masks and communication equipment.

6. **Regular Agenda**

6. 1. **Public Hearing 5:30 p.m**. **– Planning:** Consider a request for Zone Case 3294, a request of HHA Properties, LLC, for a zoning change from R-1 to M-1 on Lot 2, Block 3, Trigg Heights Addition, 7804 Martin Luther King Jr. Boulevard, and consider an ordinance.

6. 2. **Public Hearing 5:30 p.m. – Planning**: Consider a request for Zone Case 1893-AA, a request of Verizon Wireless, for Sorrele Partners IV LLC, for a zoning change from C-3 to C-3 Specific Use, for a 120 feet telecommunications tower on 0.0574 acres, Block JS, Section 2, 6424 4th Street, and consider an ordinance.

6. 3. **Public Hearing 5:30 p.m. – Planning**: Consider a request for Zone Case 3297, a request of AMD Engineering, LLC, for Lubbock Land Company, for a zoning change from T to C-3 on 10.385 acres of unplatted land out of Block E-2, Section 22, south of 122nd Street and west of Indiana Avenue, and consider an ordinance.

6. 4. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 2985-B, a request of AMD Engineering, LLC, for Lubbock Land Company, for a zoning change from C-3, A-2, and R-1 to C-3, A-2, and GO, on 17.299 acres of unplatted land out of Block E-2, Section 25, 5720 114th Street, and consider an ordinance.

6. 5. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 2995-U, a request of Lacee Romero, for Hunter Sky Capital, LLC, for a zoning change from C-3 to C-3 Specific Use for outdoor display on Tract C, Primrose Pointe, 6616 and 6620 Milwaukee Avenue, and consider an ordinance.

6. 6. **Public Hearing 5:30 p.m. – Planning**: Consider a request for Zone Case 3095-D, a request of Hugo Reed and Associates, Inc., for Burkett Investments, for a zoning change from A-2 to C-4 Specific Use for mini-warehouses on 8.2 acres of unplatted land out of Block A, Section 22, southeast corner of North Loop 289 and North Utica Avenue, and consider an ordinance.

6. 7. **Public Hearing 5:30 p.m. – Planning**: Consider a request for Zone Case 3298, a request of Hugo Reed and Associates, Inc., for Ford Development, for a zoning change from T and R-1 Specific Use to R-1 Specific Use for reduced setbacks, AM, IDP, C-3, and C-4 Specific Use for mini warehouses, and R-2 Specific Use for reduced setbacks on 140.3 acres of unplatted land out of Block AK, Section 4, north of 146th Street and west of Indiana Avenue, and consider an ordinance.

6. 8. **Public Hearing 5:30 p.m. – Planning**: Consider a request for Zone Case 3299, a request of Betenbough Homes Inc. for a zoning change from T to R-1 Specific Use for reduced setbacks on 123.943 acres of unplatted land out of Block E, Section 16, north of 146th Street and east of University Avenue, and consider an ordinance.

6. 9. **Resolution - Planning**: Consider a resolution approving and granting a variance from the applicable 300-feet minimum distance provisions of City of Lubbock Ordinance No. 2009-O0060, at the request of Pizza Hut #32744, located at 9830 Slide Road, for an alcoholic beverage permit.

6. 10. **Ordinance 1st Reading – Water Resources:** Consider an ordinance amending Section 22.04.041(b) of the Code of Ordinances related to provision of wastewater collection and treatment services to entities outside of the City boundaries.

6. 11. **Resolution - City Manager:** Consider a resolution adopting a Legislative Package of legislative goals and priorities for the upcoming 85th Texas Legislative Session.

6. 12. **Board Appointments - City Secretary:** Declare three (3) appointments by the Mayor to the Housing Authority Board of Directors: Toby Cecil, Brenda Hawkins, and John Richardson.

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

**Meeting Date:** 12/01/2016

## Information

**Agenda Item**

Mr. Tim Siegel will make a presentation concerning golf cart safety, raising the public awareness of golf carts as a road hazard, and the dangers and issues raised by minors driving golf carts.

**Item Summary**

**Fiscal Impact**

**Staff/Board Recommending**

## Attachments

*No file(s) attached.*

**Regular City Council Meeting** **1. 2.**

**Meeting Date:** 12/01/2016

## Information

**Agenda Item**

Presentation by the Facilities Committee, Staff, and Perkins+Will Architects, concerning the status of the Citizens' Tower Project and an update on other facility projects.

**Item Summary**

**Fiscal Impact**

**Staff/Board Recommending**

## Attachments

*No file(s) attached.*

**Regular City Council Meeting** **2. 1.**

Meeting Date: 12/01/2016

Submitted By: Magen Murchison, City Secretary

Information

Summary

Invocation by Dr. Phil McClendon, Senior Pastor - The Springs Fellowship

Attachments

*No file(s) attached.*

**Regular City Council Meeting** **4. 1.**

**Meeting Date:** 12/01/2016

## Information

**Agenda Item**

October 24, 2016 Special City Council Meeting - Electric Utility Board
October 27, 2016 Regular City Council Meeting
November 1, 2016 Special City Council Meeting - Community Task Force

## Attachments

10.24.2016 S EUB
10.27.2016
11.1.2016 S CTF

# CITY OF LUBBOCK
# SPECIAL CITY COUNCIL MEETING
# October 24, 2016
# 12:00 P. M.

**The City Council of the City of Lubbock, Texas met in special session on the 24th of October, 2016, at Lubbock Power & Light (LP&L), 1301 Broadway - 2nd Floor Conference Room, Lubbock, Texas at 12:00 p.m.**

**12:04 P.M. CITY COUNCIL CONVENED**
**Lubbock Power & Light (LP&L), 1301 Broadway - 2nd Floor Conference Room, Lubbock, Texas**

Present: Mayor Daniel M. Pope; Mayor Pro Tem Latrelle Joy; Council Member Karen Gibson; Council Member Jeff Griffith; Council Member Steve Massengale; City Manager James Loomis; City Secretary Rebecca Garza; City Attorney Chad Weaver

Absent: Council Member Juan A. Chadis; Council Member Shelia Patterson Harris

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

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

- *1.1; Executive Session; Public Comment; and 4.1-4.2.*
- *No quorum, of the City Council, was present for all other items.*

**1. MINUTES**

**1. 1.** The Board will approve the minutes from the Regular Electric Utility Board Meeting on September 20, 2016.

Motion by James Conwright, seconded by Drew Tucker to approve the minutes of the September 20, 2016 Regular Electric Utility Board meeting.

**Vote:** 8 - 0 Motion carried by the Board
Other: Jane Henry (ABSENT)

**Jane Henry, Electric Utility Board member, arrived in Executive Session.**

**2. EXECUTIVE SESSION**

**This meeting was called into a closed session at 12:05 p.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 1:57 p.m.**

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

**2. 1. 1.** Discuss and deliberate generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling.

**2. 1. 2.** Discuss and deliberate proposals and strategies related to plans, studies, and analyses for system improvements, generation additions, or sales (other than transmission and distribution system improvements inside the service area for which LP&L is the sole certificated retail provider).

**2. 1. 3.** Discuss and deliberate bidding and pricing information for purchased power, generation and fuel, purchased power agreements, and related services and strategies.

**2. 1. 4.** Discuss and deliberate customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies.

**2. 2.** Hold an executive session in accordance with V.T.C.A. Government Code §551.071 seeking the advice of its legal counsel about pending or contemplated litigation or settlement offers and hold a consultation with the attorney on a matter in which the duty of the attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code ((i) Project to Identify Issues Pertaining to Lubbock Power and Light Proposal to Become Part of the Electric Reliability Council of Texas, Public Utility Commission Docket No. 45633; (ii) Southwestern Public Service Company/Xcel Energy Operating Companies, Joint Open Access Tariff/FERC Docket No. ER16-1772; and (iii) Power Purchase Agreements.)

**2. 3.** Hold an executive session in accordance with V.T.C.A. Government Code §551.074 to deliberate the appointment and duties of a public officer (Electric Utility Board).

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

**No one appeared to speak.**

**4.** **REGULAR AGENDA**

**4. 1.** Presentation and discussion of the update/report by the Director of Electric Utilities, or his designee, regarding customer service, business center practices, procedures and policies, billing procedures, and LP&L staffing and performance.

David McCalla, Director of Electric Utilities/CEO for LP&L; Andy Burcham, Assistant Director of Electric Utilities; and Matt Rose, Chief of Staff for LP&L, gave a presentation and answered questions from the Board.

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

Chad Sales, Electric Utility Financial Analyst, gave a presentation and answered questions from the Board.

**4. 3.** The Board will consider a resolution establishing a policy related to actions to be taken by the General Counsel of LP&L regarding contracts requiring joint approval of the Electric Utility Board and the City Council of the City of Lubbock.

***This item was deleted.**

**4. 4.** Presentation and discussion of status of migration of a portion of LP&L's system from the Southwest Power Pool to the Electric Reliability Council of Texas, Public Utility Commission Project No. 45633.

***This item was deleted.**

**4. 5.** The Board will consider a resolution authorizing the Director of Electric Utilities to execute a Professional Services Agreement, by and between GL PWR Solutions, Inc., a Texas corporation, and the City of Lubbock, acting by and through Lubbock Power & Light, regarding professional services related to transmission studies, plans and modeling.

***This item was deleted.**

**4. 6.** The Board will consider a resolution recommending to the City Council four (4) appointments to the Electric Utility Board, in accordance with Section 2.03.415(e) of the Code of Ordinances, City of Lubbock, Texas.

***This item was deleted.**

## 5. CONSENT AGENDA

**5. 1.** The Board will consider a resolution authorizing the Director of Electric Utilities to execute an Amendment to Professional Services Agreement, by and between TMG Utility Advisory Services, Inc., and the City of Lubbock, acting by and through Lubbock Power & Light, regarding services related to customer billing and metering hardware and software procurement services.

***This item was deleted.**

**5. 2.** The Board will consider a resolution amending the form Pole Attachment License Agreement ("License"), approved by the Electric Utility Board on July 19, 2016, Resolution No. 2016-R0032, respecting Appendix E, and authorizing the Director of Electric Utilities, or his designee, to execute various Licenses, as amended, for and on behalf of the City of Lubbock, acting by and through Lubbock Power & Light.

***This item was deleted.**

**5. 3.** The Board will consider a resolution authorizing the Director of Electric Utilities to execute a contract, RFP # 7131-16-ELD, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Diversified Inspections/ITL Inc., for LP&L Onsite Dielectric Testing - Annual Pricing.

***This item was deleted.**

**5. 4.** The Board will consider a resolution authorizing the Director of Electric Utilities to execute a contract, RFP # 7121-16-ELD, by and between the City of Lubbock, and Deerwood Construction Inc. (Primary) and Utility Contractors of America, Inc. (Secondary), for LP&L Trenching, Boring & Excavation Services - Annual Pricing.

***This item was deleted.**

**3:07 P.M. CITY COUNCIL ADJOURNED**

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

The October 24, 2016 Special City Council Meeting minutes were approved by the City Council on the 1st day of December, 2016.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

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

# CITY OF LUBBOCK
# REGULAR CITY COUNCIL MEETING
# October 27, 2016
# 3:00 P. M.

**The City Council of the City of Lubbock, Texas met in regular session on the 27th of October, 2016, in City Council Committee Room 103, City Hall, 1625 13th Street, Lubbock, Texas at 3:00 p.m.**

**3:01 P.M. CITY COUNCIL CONVENED**
**City Council Committee Room 103, City Hall, 1625 13th Street, Lubbock, Texas**

Present: Mayor Daniel M. Pope; Mayor Pro Tem Latrelle Joy; Council Member Juan A. Chadis; Council Member Karen Gibson; Council Member Jeff Griffith; Council Member Steve Massengale; Council Member Shelia Patterson Harris; City Manager James Loomis; City Secretary Rebecca Garza; City Attorney Chad Weaver

Note: Council Member Shelia Patterson Harris arrived in Work Session at 3:26 p.m.

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

- *1.1; Executive Session; 4.1-4.5; Citizen Comments 5.1; Citizen Comments (Sign-ups) 5.2; 3.1; 6.1-6.3.2; 6.5-6.11; 6.13-6.15; 6.18-6.20; 6.22-6.29; 6.4; 6.12; 6.16-6.17; 6.21; 7.1-7.2; 7.4-7.5; 7.3; and 7.6-7.10.*

**1. Work Session - Items for presentation and discussion 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 item if the item indicates to the public the action to be taken.**

**1. 1.** Discuss planning, goals, and priorities for the Lubbock City Council, and the City of Lubbock, and discuss the programs, expenditures, and policies of the City Council and the City of Lubbock, including but not limited to budget, finance and debt, capital improvements, facilities, parks and recreation, health benefits, code enforcement and staffing levels; this discussion may include a wide range of topics related to the programs, operations, and policies of the City Council and the City of Lubbock; action may be taken by the City Council to give direction to the City Manager in regards to determining the priorities and goals discussed.

Discussion ensued among City Council regarding planning, goals, and priorities for the Lubbock City Council and the City of Lubbock, including but not limited to budget, finance and debt, capital improvements, facilities, parks and recreation, health benefits, code enforcement and staffing levels. The Mayor gave a summary of City Council's previous discussions on goals and priorities pertaining to Budget, Communication, Governance, Neighborhoods, Building Services, Economic Development in NorthEast Lubbock, and Downtown Redevelopment. Council also touched on the topics of Annexation and Charter Review. Chad Weaver, City Attorney; and Mark Yearwood, Assistant City Manager, gave

comments and answered questions from City Council.

**2. Executive Session**

**The meeting recessed at 3:28 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. The regular meeting was called back into a public session at 5:16 p.m.**

**2. 1.** Hold an executive session in accordance with Texas Government Code, Section 551.071, with legal counsel for advice about pending or contemplated litigation or settlement agreement and on matters in which the duty of the attorney under the Texas Disciplinary Rules of Professional Conduct conflicts with Chapter 551

**2. 1. 1.** Article 8.07 of the Code of Ordinances

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

**2. 2. 1.** LP&L Plant #1 (near 5th Street and Avenue J)

**2. 3.** Hold an executive session in accordance with Texas Government Code 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointment to the Building Board of Appeals, Central Business District TIF, Lubbock Business Park TIF, Lubbock Emergency Communications District, Planning and Zoning Commission, and Urban Renewal/Neighborhood Redevelopment Committee.

**2. 4.** Hold an executive session in accordance with the Texas Government Code, Section 551.074, to discuss personnel matters, the appointment, employment, evaluation or reassignment of the following:

**2. 4. 1.** City Attorney

**2. 4. 2.** City Manager

**2. 4. 3.** City Secretary

**3. Minutes**

**3. 1.** September 22, 2016 Regular City Council Meeting
September 26, 2016 Special City Council Meeting - Community Task Force

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to approve the September 22, 2016 Regular City Council Meeting minutes, and the September 26, 2016 Special City Council Meeting (Community Task Force) minutes.

**Vote:** 7 - 0 Motion carried

**4. Proclamations and Presentations**

**4. 1.** Invocation by Reverend David Perdue, St. Stephen's Episcopal Church

Reverend David Perdue, St. Stephen's Episcopal Church, led the invocation.

**4. 2.** Pledges of Allegiance

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

**4. 3.** Presentation of Special Recognitions to members of Lubbock's 2016 Junior Ambassador Delegation to Musashino City, Japan.

Council Member Karen Gibson presented a special recognition recognizing Lubbock's 2016 Junior Ambassador Delegation. Adrian Macias, Andrea Lucero, Aolani Lopez, Ellyn Brashear, Emily Gibson, Emma Palafox, Haley Scott, Isabel Ramos, John Johnston, Juan Reyes, Madelynn Schmidt, Shyann Hailey, and Sydney O'Guinn appeared to accept their recognitions. Piata Bryant and James Urban, staff representatives, were present as well.

**4. 4.** Presentation of a Special Recognition to the Head Start program at Lil' Precious Steps Early Learning Center, on the occasion of their grand re-opening.

Council Member Shelia Patterson Harris presented a special recognition to the Head Start program at Lil' Precious Steps Early Learning Center for their grand re-opening. Charlotte McCarty and several supporters appeared to accept the recognition. Charlotte gave comments and thanked the Mayor and City Council.

**4. 5.** **Board Recognitions:** Presented by Mayor Pro Tem Latrelle Joy

Civic Lubbock, Inc.:
Byrnie Bass

Health/Educational Facilities Development Corporation:
Allison McGough

Planning & Zoning Commission:
Zach Sawyer (unable to appear)

**5.** **Citizen Comments - Pursuant to City Council Resolution 2014-R0320, any citizen wishing to appear before a regular meeting of the City Council shall: Notify the City Manager's office of that fact, completing the form available at the City Manager's office, or online at the following hyperlink: Public Comments Sign-Up Form and submit it no later than seventy-five (75) hours prior to the start of the meeting at which the citizen wishes to appear; or sign up to speak at the City Council meeting itself, completing the form provided at the meeting, with regard to any item posted on the City Council agenda.**

**5. 1.** Carrie Hardy will appear before the City Council to speak regarding trimming of trees by the City.

Carrie Hardy appeared before the City Council to speak about the trimming of trees by the City.

**5. 2.** Sign-ups:

- Dean Trew and Marisa Scheef appeared before the City Council to speak in opposition of item 6.4 (West 50th Street Paving Improvements).
- Missi Currier and Cade Fowler appeared before the City Council to speak in favor of items 6.16 (accepting funding for gateway signs) and 6.17 (contract with TxDOT in regard to gateway signs).
- Mikel Ward appeared before the City Council to speak on items 1.1 (Continued Goals and Vision Planning Work Session) and 7.7 (Tax Abatement - Monsanto).

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

Motion by Mayor Pro Tem Latrelle Joy, seconded by Council Member Jeff Griffith to approve items 6.1-6.3.2; 6.5-6.11; 6.13-6.15; 6.18-6.20; and 6.22-6.29.

**Vote:** 7 - 0 Motion carried

**6. 1. Budget Amendment Ordinance 2nd Reading - Finance:** Ordinance No. 2016-O0150, Amendment 1, amending the FY 2016-17 Adopted Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Office of the Governor - Criminal Justice Division for the National Incident Based Reporting System Grant; accept and appropriate funding from the United States Department of Justice for the Justice Assistance Grant; accept and appropriate additional funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG); and accept and appropriate additional funding from the Federal Transit Administration (FTA) for the Section 5307 Grant; providing for filing; and providing for a savings clause.

**6. 1. 1. Resolution – Police:** Resolution No. 2016-R0366 authorizing the Mayor to execute an agreement with the Office of the Governor Criminal Justice Division and Homeland Security Grants Division to fund upgrades of information technology infrastructure of LPD.

**6. 1. 2. Resolution – Police:** Resolution No. 2016-R0367 authorizing the Mayor to execute an agreement with the United States Department of Justice (DOJ) for an Edward Byrne Memorial Justice Assistance Grant (JAG) to fund the Lubbock County Joint Enforcement Initiative Program.

**6. 1. 3. Resolution - Community Development:** Resolution No. 2016-R0368 authorizing the Mayor to execute Amendment 1 to Contract 12721 and all related documents with the City of Lubbock and Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG) to provide assistance to reduce poverty, revitalize low-income communities, and empower low-income families and individuals to become self-sufficient.

**6. 1. 4. Resolution - Citibus:** Resolution No. 2016-R0369 authorizing the City Manager, or his designee, to execute an amendment to FY 2015 Federal Transit Administration Section 5307 Grant, to provide operating assistance, preventative maintenance, American Disabilities Act (ADA) paratransit, and planning assistance.

**6. 2. Budget Amendment Ordinance 2nd Reading - Finance:** Ordinance No. 2016-O0151, Amendment 2, amending the FY 2016-17 budget for municipal purposes respecting the Capital Program to establish CIP 8618, Comprehensive Land Use Plan; providing for filing; and providing for a savings clause.

**6. 3. Budget Amendment Ordinance 1st Reading - Finance:** Ordinance No. 2016-O0153, Amendment 3, amending the adopted FY 2016-17 budget for municipal purposes respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of State Health Services (DSHS) for the Ebola Preparedness and Response Grant; and to accept and appropriate funding from the Office of the Governor for the Homeland Security Grant Program; providing for filing; and providing for a savings clause.

**6. 3. 1. Resolution - Health:** Resolution No. 2016-R0370 authorizing and directing the Mayor to execute for and on behalf of the City of Lubbock Amendment #1 to interlocal agreement Contract 2015-003635-00 and any associated documents with the State of Texas acting by and through its Department of State Health Services (DSHS) for the Ebola and Preparedness Response Grant.

**6. 3. 2. Resolution - Emergency Management:** Resolution No. 2016-R0371 authorizing the City Manager to accept a grant from the Homeland Security Grant Program administered by the Office of the Governor, to fund the purchase of equipment to support the missions of the Lubbock Fire Rescue Public Safety Dive Team.

**6. 4. Budget Amendment Ordinance 1st Reading - Finance:** Ordinance No. 2016-O0158, Amendment 4, amending the FY 2016-17 budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 92289, 98th Street - University Avenue to US 87; and to establish CIP 92502, West 50th Street Paving Improvements; providing for filing; and providing for a savings clause.

Wood Franklin, Director of Public Works; and Cheryl Brock, Budget Director, gave comments and answered questions from City Council.

Motion by Council Member Shelia Patterson Harris, seconded by Council Member Karen Gibson to approve Ordinance No. 2016-O0158.

**Vote:** 7 - 0 Motion carried

**6. 5. Resolution - Finance:** Resolution No. 2016-R0372 authorizing the Mayor to execute Amendment 1 to the Industrial Tax Abatement Agreement with Red River Commodities d/b/a SunGold Foods, Inc.

**6. 6. Resolution - Finance:** Resolution No. 2016-R0373 authorizing the Mayor to execute Amendment 1 to the Commercial Tax Abatement Agreement with Cellco Partnership d/b/a Verizon Wireless & Affiliates.

**6. 7.** **Ordinance 1st Reading – Right-of-Way:** Ordinance No. 2016-O0154 abandoning and closing a portion of a 10-foot underground utility easement located in Section 44, Block AK, Lubbock, Lubbock County, Texas.

**6. 8.** **Ordinance 1st Reading – Right-of-Way:** Ordinance No. 2016-O0155 abandoning and closing two utility easements located in Block 113, Original Town of Lubbock, Lubbock County Texas.

**6. 9.** **Ordinance 1st Reading – Right-of-Way:** Ordinance No. 2016-O0156 abandoning and closing a 20-foot wide alley and a 29.9-foot wide alley located adjacent to Lots 1-6 and 19-24, Neal & Alexander Addition, and Lots 1 and 6, Block 113, Original Town of Lubbock, Lubbock County Texas.

**6. 10.** **Resolution - Right-of-Way:** Resolution No. 2016-R0374 authorizing the Mayor to execute a Street Use License renewal to Apex Brands Lubbock, Inc., dba KFC, for the right, privilege, and license to use a portion of a dedicated street for a restaurant's paved drive-up lane, located at 5004 Slide Road.

**6. 11.** **Resolution - Right-of-Way:** Resolution No. 2016-R0375 authorizing the City Council to accept on behalf of the City of Lubbock, an easement from Hub City Investments I, LTD, regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, easement being out of Tract C, Crest Hill Addition, Lubbock County, Texas, 4011 North Boston Avenue.

**6. 12.** **Resolution - Public Works Engineering:** Resolution No. 2016-R0392 in support of the redesignation of a portion of FM 1585 to the new designation of Loop 88, from the intersection of State Highway 87 to the intersection of State Highway 62/82.

Wood Franklin, Director of Public Works; and Steve Warren, Lubbock District Engineer with TxDOT, gave comments and answered questions from City Council.

Motion by Council Member Jeff Griffith, seconded by Council Member Karen Gibson to approve Resolution No. 2016-R0392.

**Vote:** 7 - 0 Motion carried

**6. 13.** **Resolution – Public Works Engineering:** Resolution No. 2016-R0376 authorizing the Mayor to execute Professional Services Contract 12766 with Alan Plummer & Associates, Inc., for construction phase professional services associated with the North & South Water Treatment Plant Improvements, RFP-16-12943-TF.

**6. 14.** **Resolution – Public Works Engineering:** Resolution No. 2016-R0377 authorizing the Mayor to execute Professional Services Contract 12767 with Freese & Nichols, Inc., for construction phase professional services associated with the North & South Water Treatment Plant Improvements, RFP-16-12943-TF.

**6. 15.** **Resolution – Public Works Engineering:** Resolution No. 2016-R0378 authorizing the Mayor to execute Professional Services Contract 13069 with Signature Automation, for construction phase professional services associated with the North & South Water Treatment Plant Improvements, RFP-16-12943-TF.

**6. 16.** **Resolution - Public Works Traffic Engineering:** Resolution No. 2016-R0393 authorizing the Mayor to accept funding from the Lubbock Chamber of Commerce to procure and install gateway signs.

Wood Franklin, Director of Public Works; and Stevie Poole, with the Lubbock Chamber of Commerce, gave comments and answered questions from City Council.

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to approve Resolution No. 2016-R0393.

**Vote:** 7 - 0 Motion carried

**6. 17.** **Resolution - Public Works Traffic Engineering:** Resolution No. 2016-R0394 authorizing the Mayor to execute Contract 13054 with the Texas Department of Transportation (TxDOT) for the City to construct Gateway Welcome signs along TxDOT right-of-way.

Wood Franklin, Director of Public Works; and Stevie Poole, with the Lubbock Chamber of Commerce, gave comments and answered questions from City Council.

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to approve Resolution No. 2016-R0394.

**Vote:** 7 - 0 Motion carried

**6. 18.** **Resolution - Public Works Water Resources:** Resolution No. 2016-R0379 authorizing the Mayor to execute unit price Contract 13032 with Complete Power Pole Inspections, Inc., for annual power pole maintenance at the Bailey County Well Field, ITB 16-13032-DGB.

**6. 19.** **Resolutions - Public Works Utility & Street Maintenance:** Resolution No.'s 2016-R0380, 2016-R0381, and 2016-R0382 authorizing the Mayor to execute contracts with three (3) vendors for the annual pricing of asphalt products: Contract 13010 with West Texas Paving, Inc., Contract 13094 with West Materials LLC., and Contract 13096 with Duininck Inc.

**6. 20.** **Resolution - Accounting:** Resolution No. 2016-R0383 authorizing the Mayor to execute Contract 12981 with Rochester Armored Car Co., Inc. for armored car services, RFP 16-12981-TF.

**6. 21.** **Resolution - Fleet Services:** Resolution No. 2016-R0395 authorizing the Mayor to execute Purchase Order Contract 31029758 with Bee Equipment Sales, LTD of Lubbock, Texas, for the purchase of one 2016 Leeboy 8616 Asphalt paver.

Wood Franklin, Director of Public Works; and Scott Snider, Assistant City Manager, gave comments and answered questions from City Council.

Motion by Council Member Steve Massengale, seconded by Council Member Karen Gibson to approve Resolution No. 2016-R0395.

**Vote:** 7 - 0 Motion carried

**6. 22.** **Resolutions - Fleet Services:** Resolution No.'s 2016-R0384 and 2016-R0385 authorizing the Mayor to execute Purchase Order Contract 31029267 with Grapevine Dodge Chrysler Jeep for two (2) pickup trucks, and Purchase Order Contract 31029265 with Randall Reed's Prestige Ford for four (4) pickup trucks, ITB 16-12976-SS.

**6. 23.** **Resolution - Fleet Services:** Resolution No. 2016-R0386 authorizing the City Council to reject all bids received for the purchase of a Landfill Fuel Truck, ITB 16-13003-SS.

**6. 24.** **Resolution - Parks and Recreation:** Resolution No. 2016-R0387 authorizing the Mayor to execute a grant agreement with the Texas Department of Transportation (TxDOT) for the Texas Traffic Safety Program, "Providing Education Today for a Safer Tomorrow" program, for bicycle, car, pedestrian, and other safety-related programs at Safety City.

**6. 25.** **Resolution - Aviation:** Resolution No. 2016-R0388 authorizing the Mayor to execute an agreement with the Texas A&M University System regarding a Runway Protection Zone Easement at Lubbock Preston Smith International Airport.

**6. 26.** **Resolution - Aviation:** Resolution No. 2016-R0389 authorizing the Mayor to execute an agreement with the Texas A&M University System regarding certain real property located at Lubbock Preston Smith International Airport.

**6. 27.** **Resolution - Radio Shop:** Resolution No. 2016-R0390 authorizing the Mayor to execute Contract 13092 with the City of Ransom Canyon to allow installation of 800 MHz radio transmission equipment on its municipal water tower.

**6. 28.** **Ordinance 1st Reading - Fire Marshal:** Ordinance No. 2016-O0157 adopting the 2012 International Fire Code governing the maintenance of buildings, fire and life safety systems, and building uses in new and existing buildings.

**6. 29.** **Resolution - Police:** Resolution No. 2016-R0391 authorizing the Mayor to execute a contract with the Child Advocacy Research and Education (C.A.R.E.) Center of the Texas Tech University Health Sciences Center School of Medicine, Department of Pediatrics, for medical examinations of children who are alleged victims of sexual assault.

**7. Regular Agenda**

Motion by Mayor Pro Tem Latrelle Joy, seconded by Council Member Jeff Griffith to consider items 7.1; 7.2; 7.4; and 7.5 together.

**Vote:** 7 - 0 Motion carried

**7. 1.** **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2016-O0159, for Zone Case 1489-B, a request of AMD Engineering, LLC, for Park7 Group, for a zoning change from C-2 and A-2 to A-3 Specific Use on Lots 1-4 and East ½ of Lot 5 of Block 99, Lots 1-4, 21-23, and 24, less Southeast 112.5 square feet, and closed alley of Block 98, Overton Addition, 2401, 2403, 2405, and 2406 Main Street.

Mayor Pope opened the public hearing at 6:35 p.m.

No one appeared to speak in favor or opposition.

Mayor Pope closed the public hearing at 6:35 p.m.

Motion by Council Member Karen Gibson, seconded by Council Member Steve Massengale to approve Ordinance No. 2016-O0159.

**Vote:** 7 - 0 Motion carried

**7. 2.** **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2016-O0160, for Zone Case 1655-C, a request of Kent D. Martin Construction LLC, for Mighty Wash LLC, for a zoning change from C-2A to C-3 Specific Use on Tract H South Park Addition, Tract A, Block E-2, Section 10, 4444 South Loop 289.

Mayor Pope opened the public hearing at 6:35 p.m.

No one appeared to speak in favor or opposition.

Mayor Pope closed the public hearing at 6:35 p.m.

Motion by Council Member Karen Gibson, seconded by Council Member Steve Massengale to approve Ordinance No. 2016-O0160.

**Vote:** 7 - 0 Motion carried

**7. 3.** **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2016-O0163, for Zone Case 3048-J, a request of Tim Green, for a zoning change from R-1 Specific Use to A-1 Specific Use, Lots 1-14 of Block 2, Lots 15-27 of Block 3, Overton Park Addition, 2101-2128 9th Street.

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

Mayor Pope opened the public hearing at 6:36 p.m.

No one appeared to speak in opposition.

Tim Green appeared to speak in favor.

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

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to approve Ordinance No. 2016-O0163.

**Vote:** 7 - 0 Motion carried

**7. 4.** **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2016-O0161, for Zone Case 3295, a request of Hugo Reed and Associates, Inc., for Ford Development, for a zoning change from T to AM, R-1 Specific Use, on 204.1 acres of unplatted land out of Block AK, Section 35, 6514 Marsha Sharp Freeway.

Mayor Pope opened the public hearing at 6:35 p.m.

No one appeared to speak in favor or opposition.

Mayor Pope closed the public hearing at 6:35 p.m.

Motion by Council Member Karen Gibson, seconded by Council Member Steve Massengale to approve Ordinance No. 2016-O0161.

**Vote:** 7 - 0 Motion carried

**7. 5.** **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2016-O0162, for Zone Case 3016-C, a request of Burl W. Masters, for SWLLD, LLD, for a zoning change from R-1 Specific Use to R-1 Specific Use to amend the reduced setbacks, on 89.5 acres of land out of Block AK, Section 22, south of 98th Street and east of Upland Avenue.

Mayor Pope opened the public hearing at 6:35 p.m.

No one appeared to speak in favor or opposition.

Mayor Pope closed the public hearing at 6:35 p.m.

Motion by Council Member Karen Gibson, seconded by Council Member Steve Massengale to approve Ordinance No. 2016-O0162.

**Vote:** 7 - 0 Motion carried

**7. 6.** **Ordinance 2nd Reading - Finance:** Ordinance No. 2016-O0152 designating a reinvestment zone within the City of Lubbock as authorized by Chapter 312, Tax Code; describing the boundaries of said zone; describing the eligibility of said zone for commercial-industrial tax abatement; providing a savings clause and providing for publication.

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

Motion by Council Member Steve Massengale, seconded by Council Member Karen Gibson to approve Ordinance No. 2016-O0152.

**Vote:** 7 - 0 Motion carried

**7. 7.** **Resolution - Finance:** Resolution No. 2016-R0396 giving Notice of Intent to enter into a tax abatement agreement with Monsanto Southern Production Company, LLC.

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

Motion by Council Member Shelia Patterson Harris, seconded by Mayor Pro Tem Latrelle Joy to approve Resolution No. 2016-R0396.

**Vote:** 7 - 0 Motion carried

**7. 8.** **Resolution - Information Technology:** Resolution No. 2016-R0397 authorizing the Mayor to execute a Microsoft Enterprise Agreement with SHI Government Solutions for the term of November 1, 2016, through October 31, 2019, for software licenses utilized by the City of Lubbock employees to provide services to citizens of Lubbock.

Mark Yearwood, Assistant City Manager, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Latrelle Joy, seconded by Council Member Shelia Patterson Harris to approve Resolution No. 2016-R0397.

**Vote:** 7 - 0 Motion carried

**7. 9.** **Resolution - City Council:** Resolution No. 2016-R0398 approving the appointment of an Acting City Manager.

James Loomis, City Manager, gave comments and answered questions from City Council.

Motion by Council Member Steve Massengale, seconded by Council Member Karen Gibson to approve Resolution No. 2016-R0398, appointing Chad Weaver as Acting City Manager.

**Vote:** 7 - 0 Motion carried

**7. 10.** **Board Appointments - City Secretary:** Consider one appointment to Appointments Advisory Board, one appointment to Building Board of Appeals, two appointments to Central Business District TIF Board, four appointments to Libraries Board, three appointments to Lubbock Business Park TIF Board, one appointment to Lubbock Emergency Communications District Board, one appointment to Planning and Zoning Commission, and one appointment to Urban Renewal/Neighborhood Redevelopment Commission.

**Appointments Advisory Board: This appointment was deleted.**

**Building Board of Appeals:** Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to appoint Jerrod Kerr to replace David Miller.

**Vote:** 7 - 0 Motion carried

**Central Business District TIF Board:** Motion by Mayor Pro Tem Latrelle Joy, seconded by Council Member Steve Massengale to reappoint David Alderson and Linda Chamales.

**Vote:** 7 - 0 Motion carried

**Libraries Board:**

Motion by Council Member Karen Gibson, seconded by Mayor Pro Tem Latrelle Joy to reappoint Alice Lozada, Teresa Presley, and Edward Veal.

**Vote:** 7 - 0 Motion carried

Motion by Council Member Karen Gibson, seconded by Council Member Steve Massengale to appoint Carrye Syma to replace Laura Heinz.

**Vote:** 7 - 0 Motion carried

**Lubbock Business Park TIF Board:** Motion by Mayor Pro Tem Latrelle Joy, seconded by Council Member Karen Gibson to reappoint Sonny Garza, Les Gillit, and Cassandra Henry.

**Vote:** 7 - 0 Motion carried

**Lubbock Emergency Communications District Board:** Motion by Council Member Shelia Patterson Harris, seconded by Council Member Karen Gibson to reappoint Richard Foster.

**Vote:** 7 - 0 Motion carried

**Planning and Zoning Commission:** Motion by Council Member Steve Massengale, seconded by Council Member Jeff Griffith to reappoint Robert Wood.

**Vote:** 7 - 0 Motion carried

**Urban Renewal/Neighborhood Redevelopment Commission: This appointment was deleted.**

**7:13 P.M. CITY COUNCIL ADJOURNED**

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

The October 27, 2016 Regular City Council Meeting minutes were approved by the City Council on the 1st day of December, 2016.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

# CITY OF LUBBOCK
# SPECIAL CITY COUNCIL MEETING
# November 1, 2016
# 6:00 P. M.

**The City Council of the City of Lubbock, Texas met in special session on the 1st of November, 2016, at the Monterey High School Cafeteria, 3211 47th Street, Lubbock, Texas at 6:00 p.m.**

**6:00 P.M. CITY COUNCIL CONVENED**
**Monterey High School Cafeteria, 3211 47th Street, Lubbock, Texas**

Present: Mayor Daniel M. Pope; Mayor Pro Tem Latrelle Joy; Council Member Jeff Griffith; Council Member Steve Massengale; City Manager James Loomis; City Secretary Rebecca Garza; City Attorney Chad Weaver

Absent: Council Member Juan A. Chadis; Council Member Karen Gibson; Council Member Shelia Patterson Harris

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

- *1.1*

**1. Regular Agenda**

**1. 1.** Remarks and discussion by City Council members concerning the operations, programs, and priorities of the City of Lubbock, or the Lubbock Police Department, including, but not limited to, any plans, proposals, or amendments to the operations, programs, and priorities of the City of Lubbock or the Lubbock Police Department. This discussion is in connection with the Community Engagement Task Force to encourage collaboration between citizens, city government, and law enforcement. No action or vote will be taken by the Lubbock City Council.

William Watson, member of the Community Engagement Task Force, welcomed all in attendance, gave opening remarks, and introduced Pastor Ryon Price; Neal Barron, Assistant Police Chief; and Mayor Dan Pope.

Mayor Pope and Chief Barron gave comments.

Pastor Ryon Price was the moderator for the "Let's Talk" Community Forum.

Mayor Pope, Chief Barron, and Pastor Ryon Price led discussion and gave comments regarding plans, proposals, or amendments to the operations, programs, and priorities of the City of Lubbock or the Lubbock Police Department. Mayor Pope and Chief Barron also engaged in a Questions & Answers (Q&A) session with citizens of Lubbock.

**6:47 P.M. CITY COUNCIL ADJOURNED**

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

The November 1, 2016 Special City Council Meeting minutes were approved by the City Council on the 1st day of December, 2016.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

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

**Meeting Date:** 12/01/2016

## Information

### Agenda Item

**Ordinance 1st Reading - Councilwoman Karen Gibson:** Consider an ordinance amending Chapter 24, "Vehicles for Hire", of the Code of Ordinances of the City of Lubbock, Texas, by revising Section 24.02.111 and Section 24.03.111 regarding the minimum insurance requirements for transportation-for-hire service companies and transportation network companies; providing a penalty; providing a savings clause; and providing for publication.

### Item Summary

This item will amend Section 24.02.111 and Section 24.03.111 of the Code of Ordinances regarding the minimum insurance requirements for transportation-for-hire companies and transportation network companies.

### Fiscal Impact

None.

### Staff/Board Recommending

Karen Gibson, Councilwoman

## Attachments

Vehicle for Hire Amendment

**ORDINANCE NO. _____**

**AN ORDINANCE AMENDING CHAPTER 24, "VEHICLES FOR HIRE", OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, BY REVISING SECTION 24.02.111 AND SECTION 24.03.111 IN REGARDS TO THE MINIMUM INSURANCE REQUIREMENTS FOR TRANSPORTATION-FOR-HIRE SERVICE COMPANIES AND TRANSPORTATION NETWORK COMPANIES; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.**

**WHEREAS**, Section 215.004(a)(1) of the Texas Local Government Code requires a municipality to regulate private passenger vehicles that provide taxicab transportation services for compensation, and Sections 215.004(a)(2)-(d), 215.029, 215.073, and 215.0735 of the Texas Local Government Code permit a municipality to regulate drivers and vehicles engaged in the carrying of passengers for compensation; and

**WHEREAS**, the City Council of the City of Lubbock, Texas, in order to provide for the equitable application of vehicle for hire insurance regulation, deems it in the best interest of the health, safety, and welfare of the citizens of Lubbock to amend the Code of Ordinances in regards to the minimum insurance requirements for transportation-for-hire service companies and transportation network companies; **NOW THEREFORE:**

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

**SECTION 1. THAT** Section 24.02.111 of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

**"Sec. 24.02.111 Minimum insurance limits**

The liability coverage for transportation-for-hire vehicles must meet the minimum insurance coverage standards required by the City of Lubbock."

**SECTION 2. THAT** Section 24.03.111 of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

**"Sec. 24.03.111 Minimum insurance limits**

The liability coverage for transportation network company vehicles must meet the minimum insurance coverage standards required by the City of Lubbock."

**SECTION 3. THAT**, unless otherwise provided herein, a violation of any provision of this Ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock.

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

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

**AND IT IS SO ORDERED.**

**Passed by the City Council on first reading on** _____.

**Passed by the City Council on second reading on** _____.

_____
**DANIEL M. POPE, MAYOR**

**ATTEST:**

_____
Rebecca Garza, City Secretary

**APPROVED AS TO CONTENT:**

_____
Karen Gibson, Councilwoman – District 5

**APPROVED AS TO FORM:**

_____
Justin Pruitt, Assistant City Attorney

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

**Meeting Date:** 12/01/2016

## Information

### Agenda Item

**Budget Amendment Ordinance 1st Reading - Finance:** Consider Budget Ordinance Amendment 6 amending the FY 2016-17 Adopted Budget for municipal purposes respecting the General Fund to increase expenditures in the Parks Department operating budget; providing for filing; and providing for a savings clause.

### Item Summary

Increase Capital Outlay expenses in the Parks Department budget by $5,442, from $0 to $5,442, for material costs related to the installation of outdoor exercise equipment donated to the City by Los Hermanos Familia. Funding will come from General Fund fund balance.

### Fiscal Impact

Included in Item Summary.

### Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

## Attachments

Ordinance - BA#6

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2016-17 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND TO INCREASE EXPENDITURES IN THE PARKS DEPARTMENT OPERATING BUDGET; 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 2016-17 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 2016-17 (Budget Amendment #6) for municipal purposes, as follows:

1. Increase Capital Outlay expenses in the Parks Department budget by $5,442, from $0 to $5,442, for costs related to the installation of outdoor exercise equipment donated to the City by Los Hermanos Familia.

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 _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

Melissa Irving for CBrock
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

Amy Sims
Assistant City Attorney

ccdocs/BudgetFY1617.Amend6.ord
November 16, 2016

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

**Meeting Date:** 12/01/2016

## Information

### Agenda Item

**Budget Amendment Ordinance 1st Reading - Finance:** Consider Budget Ordinance Amendment 7 amending the FY 2016-17 Adopted Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Lubbock Chamber of Commerce for the City Pride Sign Program; providing for filing; and providing for a savings clause.

### Item Summary

Accept and appropriate $6,020 from the Lubbock Chamber of Commerce for the City Pride Sign Program, for the purchase of gateway signs along TxDOT roadway. The funding is provided to the Lubbock Chamber of Commerce by the Lubbock Realtor Association.

### Fiscal Impact

Included in Item Summary.

### Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

## Attachments

Ordinance - BA#7

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2016-17 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE LUBBOCK CHAMBER OF COMMERCE FOR THE CITY PRIDE SIGN PROGRAM; 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 2016-17 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 2016-17 (Budget Amendment #7) for municipal purposes, as follows:

I. Accept and appropriate $6,020 from the Lubbock Chamber of Commerce for the City Pride Sign Program.

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 _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

Melissa Levino for CBrock
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

Amy Sims
Assistant City Attorney

ccdocs/BudgetFY1617.Amend7.ord
December 16, 016

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

**Meeting Date:** 12/01/2016

## Information

### Agenda Item

**Resolution – Finance**: Consider a resolution authorizing the City Council to direct the City Manager to prepare a development agreement and to commence an economic feasibility study for the planning, financing, construction, and operation of a hotel on the Lubbock Memorial Civic Center property, and for infrastructure improvements associated with the property.

### Item Summary

As stated above.

### Fiscal Impact

None.

### Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

## Attachments

Resolution - Civic Center Hotel

# RESOLUTION

**WHEREAS,** on December 3, 2001, the City Council of the City of Lubbock passed Ordinance No. 2001-O0091 authorizing and establishing the Central Business District Tax Increment Financing Reinvestment Zone (the "CBD TIF") for, among other things, the planning and funding for public improvements in downtown Lubbock; and

**WHEREAS**, in June 2015, the CBD TIF Board funded a market feasibility study (the "Study") for the planning, financing, development, construction, and operation of a civic center headquarters hotel located at the Lubbock Memorial Civic Center; and

**WHEREAS**, on November 7, 2016, Stephen Moffett of SDM Financial, Inc. presented the results of the Study to the CBD TIF Board, and the CBD TIF Board voted to recommend that the City Council directs City staff to begin drafting the documents required to initiate the project contemplated by the Study and to commence an economic study to analyze the impact of the project contemplated by the Study; and **NOW, THEREFORE:**

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

**A. THAT** the City Council hereby directs City Manager to begin drafting a development agreement and all related documents that will provide for the planning, financing, construction, and operation of a hotel on the Lubbock Memorial Civic Center property; and

**B. THAT** the City Council hereby authorizes the commencement of an economic study to analyze the financial impact of such a hotel, including the hotel's impact on the City's downtown infrastructure and the Lubbock Memorial Civic Center.

**Passed by the City Council on** _____.

_____
**DANIEL M. POPE, MAYOR**

**ATTEST:**

_____
Rebecca Garza, City Secretary

**APPROVED AS TO CONTENT:**

Melissa Drewing for CBrock
Cheryl Brock, Executive Director of Budget

**APPROVED AS TO FORM:**

Justin Pruitt, Assistant City Attorney

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

**Meeting Date:** 12/01/2016

## Information

### Agenda Item

**Resolution - Finance:** Consider a resolution authorizing the Mayor to execute Contract 12991 with West Texas Services, Inc., dba Tom's Tree Place of Lubbock, Texas, for Public Improvement District (PID) landscape services at Quincy Park, ITB 16-12991-KM.

### Item Summary

This contract is for the maintenance of the park and median in the Quincy Park PID. Maintenance areas shall include, but are not limited to turf areas, trees, shrubs, perennials, other plant materials, as well as irrigation, litter pick-up and disposal, pond playground, and pavilion.

Bids were received from the following vendors, and a tabulation sheet is provided:

| | |
|---|---|
| All Pro Lawnscapes, LLC | $ 30,222 |
| West Texas Services, Inc. dba Tom's Tree Place | 48,250 |
| Reeder Landscape | 50,110 |
| MDM Mowing | 70,790 |
| Pevey Lawn & Landscape, Inc. | 151,778 |

All Pro Lawnscapes, LLC was the lowest bidder but was deemed non-responsive. The Quincy Park PID Advisory Board recommends the contract be awarded to West Texas Services, Inc. dba Tom's Tree Place of Lubbock, TX.

### Fiscal Impact

The Quincy Park PID will fund the cost of the maintenance agreement. $117,032 was included in the FY 2016-17 Adopted Operating Budget, with $59,000 available for landscape services.

### Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

## Attachments

Reso and Contract WTS

Tab Sheet

# RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 12991 for Quincy Park PID Landscape Services, by and between the City of Lubbock and West Texas Services, Inc. dba Toms Tree Place, of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DAN M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

RES.Contract-Nbr 12991-Quincy Park PID Landscape Services
11.10.16

**INDEX 6**
**CONTRACT**
12991

STATE OF TEXAS

COUNTY OF LUBBOCK

THIS AGREEMENT, made and entered into this 1st day of December, 2016, by and between the City of Lubbock, County of Lubbock, State of Texas, acting by and through the Mayor, City of Lubbock, thereunto authorized to do so, hereinafter referred to as OWNER, and West Texas Services, Inc. dba Tom's Tree Place of the City of Lubbock, County of Lubbock and the State of Texas hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER and under the conditions expressed in the bond bearing even date herewith (if any) the CONTRACTOR hereby agrees with OWNER to commence and complete the construction of certain improvements described as follows:

**BID 16-12991-KM, Quincy Park PID Landscape Services**

and all extra work in connection therewith, under the terms as stated in the contract documents and at his (or their) own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said services in accordance with the contract documents as defined in the General Conditions of Agreement. West Texas Services, Inc. dba Tom's Tree Place (Contractor) bid dated August 17, 2016 is incorporated into and made a part of this agreement.

The CONTRACTOR hereby agrees to commence work within ten days after the date written notice to do so shall have been given to him and to substantially complete same within the time specified in the contract documents.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract in accordance with the bid submitted therefore, subject to additions and deductions, as provided in the contract documents and to make payment on account thereof as provided therein.

**INDEX 6**
**CONTRACT**

IN WITNESS WHEREOF, the parties to these presents have executed this agreement in Lubbock, Lubbock County, Texas in the year and day first above written.

CONTRACTOR:

Tom's Tree Place

By: Alex Scarborough
PRINTED NAME: Alex Scarborough
TITLE: President

COMPLETE ADDRESS:

Company Tom's Tree Place
Address 5104 84TH STREET
City, State, Zip LUBBOCK, TX 79424

ATTEST:
Shelli Scarborough
Corporate Secretary

CITY OF LUBBOCK, TEXAS (OWNER):

By: _____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

OWNERS REPRESENTATIVE:
Melissa Irving for CBrock
Cheryl Brock, Executive Director of Budget

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

**INDEX 4**
**BID SUBMITTAL**

DATE: 8 / 17 / 2016.

**ITB 16-12991-KM, Quincy Park PID Landscape Services**

Bid of WEST TEXAS SERVICES, DBA TOM'S TREE PLACE (hereinafter called Bidder)

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

Gentlemen:
The Bidder, in compliance with your Invitation to Bid for the **Quincy Park PID Landscape Services** 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 turf maintenance mowing Specifications including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies in accordance with the plans, Specifications and contract documents, within the time set forth therein and at the price stated below. The price to cover all expenses incurred in performing the Work required under the contract documents.

Bidder hereby agrees to commence the Work on the above project on or before a date to be specified in a written "Notice to Proceed" of the Owner and to complete the mowing Cycles as per the turf maintenance Specifications and other contract documents.

Bidder understands and agrees that this bid submittal shall be completed and submitted in accordance with instructions specified herein.

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 sixty (60) 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.

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.

## INDEX 4
## BID SUBMITTAL

**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: 8-17-2016

Alex Scarborough
Authorized Signature

Alex Scarborough President
(Printed or Typed Name)

(Seal if Bidder is a Corporation)

ATTEST:
Sullie Scarborough
Secretary

Tom's Tree Place
Company

5104 34th Street
Address

Lubbock, Lubbock
City, County

Texas, 79410
State Zip Code

Telephone: 806 - 799-3677

Fax: 806 - 799-8743

Federal Tax ID: 75-1224222

Bidder acknowledges receipt of the following addenda:

Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____

M/WBE Firm:

| | | | | | |
|---|---|---|---|---|---|
| | Woman | | Black American | | Native American |
| | Hispanic American | | Asian Pacific American | | Other (Specify) |

# INDEX 7
# GENERAL CONDITIONS OF THE AGREEMENT

## I. GENERAL PROVISIONS

### 1.0 DEFINITIONS

**1.1** **Agent** – An employee of the City of Lubbock, who is appointed by the City to monitor the work and actions of the Contractor.

**1.2** **City** – The City of Lubbock, Texas, municipal corporation in Lubbock County, Texas.

**1.3** **City Council** – City Council of the City of Lubbock, Texas.

**1.4** **Contract** – The contract consists of the following: Notice to bidders; General Provisions; Specifications; Plans; Addenda; Bid; Agreement; Insurance; Encumbrance; Notice to Proceed; and Change Orders. These form the agreement whereby the Contractor shall furnish all labor, equipment, tools, materials, and perform all work necessary to satisfactorily accomplish the proposed plan, sponsored by the City.

**1.5** **Contract Time** – The number of allowable days to complete the contract.

**1.6** **Contractor** – The individual, firm, partnership, joint venture, or corporation contracting with the City to perform work.

**1.7** **Cycle** – The period in which each service is completed once on the median and once on the park.

**1.8** **Director of Parks and Recreation** – The individual who shall act on the City's behalf according to the direction of the Fiscal Policy Designee and appoint an Agent to ensure compliance with the contract requirements, such as but not limited to, acceptance, inspection and delivery.

**1.9** **Excluded Damage** – Damage caused by vandalism, pedestrians, vehicles, animals (except insects and/or rodents), or other unusual factors. It does not include damage caused by the Contractor's actions, lack of reasonable care, pest damage (such as insects), diseases or plant loss due to lack of water caused by an irrigation system programming error, irrigation system breakage or irrigation malfunction.

**1.10** **Existing Conditions, Examination of Site** – Within fifteen (15) days from the date of Award of Contract, the Contractor shall make a thorough examination of the current conditions at the site. As part of the examination, the Contractor shall create an inventory list of the name and quantity of each plant in each planter and confirm the existing quantities in each planter meet or exceed those shown on any previous plant inventories. The Contractor shall make a list of all landscape items at the site that he/she believes are broken, missing, not healthy or otherwise not in compliance with these specifications. A copy of this list, along with an additional itemized quote for correcting each item, shall be given to the Agent. Upon confirmation of each item, the Agent will either give the Contractor written authorization to make the correction or a written release from responsibility for the item.

**1.11** **Extra Work** – Work over and above that called for in the contract. Any extra work to be performed by Contractor must first be approved by City appointed agent.

**1.12** **Fiscal Policy Designee** – An employee of the City of Lubbock Fiscal Policy Department, who is appointed by the City to act as liaison to the Quincy Park Public Improvement District (PID) Advisory Board and to oversee the management of the Quincy Park PID. All payments to the Contractor must be approved by the Fiscal Policy Designee.

**1.13** **Mayor** – The duly appointed official of the City of Lubbock, Texas, who is empowered by the City Charter to enter into a contract on behalf of the City.

1.14 **Notice to Proceed** – Written notice to the Contractor issued and signed by the authorized Agent stating the date on which the Contractor should proceed with work as stated in the contract.

1.15 **Review Committee** – A committee chosen by the City of Lubbock, to analyze and recommend to City Council the best Contractor(s) to perform the tasks governed by the contract.

1.16 **Specifications** – The directions, provisions, and requirements pertaining to the method and manner of performing the work or to the quality of the materials and equipment to be furnished under the contract.

1.17 **Subcontractor** – Any individual, firm, partnership, or corporation licensed or otherwise authorized by law to do business in Texas, to whom the Contractor, with written consent of the City, sublets a part of the work.

1.18 **Surety** – The corporation, partnership or individual, duly authorized and admitted to do business in Texas and licensed by the State of Texas to issue surety bonds, who is bound with and for the Contractor to assume legal liability for the faithful performance of the contract.

1.19 **Unit Price** – Payment to the Contractor based on a unit or portion of the work performed.

1.20 **Work** – All work, including the furnishing of staff, equipment, materials, and other incidentals necessary for the performance of the contract. All work will be in the public right-of-way per attached exhibit.

## 2.0 TERMS AND CONDITIONS

2.1 **Work**: It is the intent for the Contractor to provide for completion in every detail the work described herein. The Contractor shall provide all labor, tools, transportation, materials, and equipment necessary to complete the work in accordance with specifications provided and terms of the contract. **The attached "Exhibit A-1 thru A-3" indicates the completed landscaped areas. Bidders are to provide unit pricing that will be applied to landscaped areas completed and accepted for maintenance.**

2.2 **Specification Change**: During the term of the Contract, the City may change maintenance frequencies, thereby increasing or decreasing maintenance frequencies. Unit pricing will be used to determine cost adjustments. All changes shall be in writing.

2.3 **Changed Condition**: If the Contractor finds latent conditions which differ from those outlined in the contract or specifications which differ from customary work, and which the Contractor could not have discovered during the investigation of the site prior to the bid, and in which such condition increased the expense to the Contractor, immediate written notice shall be promptly mailed to the Agent. The Contractor shall afford the City the opportunity to inspect the same. After inspection by the City, the Contractor shall not delay work pending a decision to be made by the City regarding the claim. Failure of the Contractor to give prompt written notice and afford the City the opportunity to inspect the condition, before it is disturbed, shall be deemed a waiver by the Contractor of all claims and extra compensation arising out of the alleged condition.

If the Agent and the Fiscal Policy Designee determine that the Contractor is entitled to extra compensation by reason of increased expense to the Contractor and caused by the condition, and find that the condition requires work not covered in the contract, a change order may be executed for additional compensation which shall be agreed upon by all parties involved and approved by the Agent and the Fiscal Policy Designee. Additional time may be granted if the City deems additional time is necessary to accomplish the job. No change order or combination of change orders shall exceed twenty-five percent (25%) of the total contract.

# INDEX 7
# GENERAL CONDITIONS OF THE AGREEMENT

2.4 **Clean-up**: As specified in the Maintenance Standards Specifications, all work shall be cleaned up and waste materials removed from the site. No equipment shall be left at maintenance sites and all material removed from the job shall be at the Contractor's expense. If materials or waste are not removed from the site, written notification from the Agent shall be delivered to the Contractor. The Contractor shall have forty-eight (48) hours to remove the material in question. If the material in question is not removed in the forty-eight (48) hour period, the City shall remove the material and the Contractor shall be charged for the expense. Payment to the City for said expenses shall be deducted for the Contractor's payment. If such conditions continue, the contract may be terminated due to breach of contract.

2.5 **Preservation and Restoration of Property**: The Contractor is responsible for the preservation of all City owned and adjacent property owner lands expose which the Contractor may come into contact with. The Contractor shall use every precaution necessary to prevent damage to trees, shrubs, above and below ground structures, utilities and any other form of property. Should damage occur, it is the Contractor's responsibility to report the damage to the Agent as soon as possible but not exceeding twenty-four (24) hours from the time damage occurred. If damage occurs as a result of Contractor's actions, the Contractor shall be held responsible to repair or replace the damaged property at their own expense. Time required to repair damaged property shall be expedient and to the approval of the Agent. If the damage is not repaired in the agreed upon time period, the City may after forty-eight (48) hours' notice from the Agent, proceed to repair the damage. The Contractor shall be held financially responsible for the repair work and the cost shall be deducted from the Contractor's payment.

2.6 **Equipment**: The Contractor shall provide everything necessary to fulfill the requirements of this contract. All equipment shall meet all applicable federal, state and local laws and regulations. Contractor's equipment is subject to inspection and approval of the Agent. All manufacturers' safety features must be operational, in good repair and in proper positions during operation. All equipment shall be professional grounds maintenance quality and in good condition throughout the course of the contract. If the Agent deems the equipment faulty or if the equipment is damaging the turf or other surfacing materials in anyway, the Contractor shall remove the equipment from the premises. Contractor shall not impede other grounds maintenance operations during the course of those maintenance operations.

2.7 **Service Boundaries**: The service area may be bounded by hard surfacing materials, sidewalks, or non-curbed turf areas. The successful bidder shall be responsible for all areas defined by turf or hard surfacing. However, the successful bidder is not responsible for edging of un-curbed turf. Although the mowing Contractors are required to operate mowing equipment in a manner that directs the clippings away from plant beds, the nature of mowing equipment will at times allow some clipping debris to drop into planting areas.

2.8 **Termination of Contract**: This contract shall remain in effect until the expiration date for performance of services ordered. Termination of either party requires a thirty (30) day written notice prior to any cancellation. 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.

# INDEX 7
# GENERAL CONDITIONS OF THE AGREEMENT

## 3.0 CONTROL OF WORK

**3.1** **Authority of the Director of Parks and Recreation:** It is understood by all parties that the work is to be done to the satisfaction of the Fiscal Policy Designee and the Director of Parks and Recreation or his authorized Agent(s). The Director of Parks and Recreation or his Agent shall interpret all specifications and shall determine the acceptability of all work. The Director of Parks and Recreation or his Agent shall decide the classification, quality, and amount of all work done under the contract. The Fiscal Policy Designee shall be the sole administrator of payment(s), and his or her decision shall be final, conclusive and binding on all parties.

**3.2** **Authority of the Agent:** The Director of Parks and Recreation may appoint an Agent or Agents to serve as an inspector. The Agent(s) shall be allowed to inspect all work at any time. The Agent shall not be allowed to alter, revise, add, or delete anything from the contract or specifications. An Agents duties shall include keeping the Director of Parks and Recreation notified as to the progress of the job and the procedures involved in completing the job. The Agent shall call to the attention of the Director of Parks and Recreation and the Contractor any deviation of contract or specifications, but failure of the Agent or of the Director of Parks and Recreation to call to the attention of the Contractor any deviation of the contract or specifications shall not constitute acceptance of said work. The Agent shall have the authority to suspend any work pending a decision by the Director of Parks and Recreation.

**3.3** **Extra Work:** Extra work being done by the Contractor without authorization through change orders, or work which is not shown on the contract or specifications, shall be considered as unauthorized work; and if performed shall be at the risk of the Contractor. The City appointed agent shall discuss any extra work with the Fiscal Policy Designee and reserves all rights to refuse payment for such work.

**3.4** **Unauthorized Work:** All work and/or materials which do not conform to the contract and specifications, and work done contrary to written instructions of the Agent shall be done at the expense of the Contractor. The Contractor may be ordered to remove or remedy such work at its own expense. If Contractor damages adjacent property, the Contractor shall remedy such property at its own expense.

**3.5** **Final Inspection:** Final inspection of the site shall take place by the Agent as soon as possible after the completion of the project. If the project is completed in cycles, the project shall be inspected after each cycle by the Agent. The Contractor shall be allowed to be present at the examination. If the inspection reveals any defective work, the Agent may require the work to be remedied before final acceptance is granted. All said remedies shall be at the expense of the Contractor.

**3.6** **Laws and Regulations:** The Contractor and any Subcontractor(s) shall at all times comply with all local, county, state and federal laws. The Contractor and his Subcontractor shall abide by all Labor Laws observed by the State of Texas. The Contractor shall comply with all federal, state and local Environmental Protection Laws, and regulations. The Contractor shall comply with all applicable federal, state and local laws and regulations regarding pollution of rivers, lakes, streams and other waters. The Contractor shall store, handle, use and dispose of chemicals, fuels, oils, greases and other materials in a manner that prevents them from entering surface or ground waters. Upon receipt of notice of noncompliance of environmental protection provisions, the Contractor shall take immediate corrective action at the Contractor's expense. If the Contractor fails or refuses to immediately take corrective action, the City may issue an order stopping all or part of the work until satisfactory corrective action has been taken.

**3.6.1** Prior to any application of chemicals, the Contractor shall request, in writing, approval from the Agent. The request shall include the target pest and the type of chemical(s) to be used. If permission is granted, all applications shall be performed through a Licensed Applicator, licensed by the Texas Structural Pest Control Board and/or the Texas

Department of Agriculture. Upon completion of the operation, the Contractor shall provide to the Agent, a copy of the Pesticide Application Documentation that the Contractor records pursuant to the requirements of the Structural Pest Control Board.

3.7 **Advertising:** Contractor shall not advertise or publish, without City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper request for information from an authorized representative or the federal, state or local government.

3.8 **Citizen Contact:** The Contractor is granted the privilege of doing work on City owned property, but does not have exclusive use of the property and must respect the activities of patrons while doing work on City owned property. The Contractor shall take all precautions necessary to insure that adjacent property owners are not disturbed.

3.9 **Identification and Character:** Contractor's vehicles shall be marked with the Contractor's company name, on both sides and in lettering that is a minimum of two inches tall and of an easily read typeface. In lieu of lettering, Contractors may submit easily recognizable Company Logos for approval by the Agent. All employees of the Contractor shall have a name badge for identification, either clip on or incorporated with a uniform. This identification shall be worn at all times that the employee is at the job site. The Contractor shall provide uniforms of a different color than City employee uniforms. Uniforms may not be torn or ragged and shall present a professional appearance. Additionally, the Contractor will at all times require employees to remain fully dressed and will not allow employees to wear unbuttoned clothing while on City property.

3.9.1 The Contractor shall prohibit the use of intoxicating substances by its drivers and crewmembers while on duty or in the course of performing their duties under this Contract.

3.9.2 Employees driving the Contractor's vehicles shall at all times possess and carry a valid State of Texas Driver's License appropriate for the weight and type of vehicle being driven. Contractors are specifically required to ensure that a Texas Commercial Driver's License is obtained where applicable for the type(s) of vehicles in use.

3.9.3 The Contractor's employees, officers, Agents and Subcontractors shall, at no time, be allowed to identify themselves or in any way represent themselves as being employees of the City of Lubbock.

3.10 **Safety:** The Contractor is responsible for maintaining a safety program that insures compliance with all current requirements of the Federal Occupational Safety and Health Act of 1970. The Contractor is responsible for safety on the project site and the City shall take no action to interfere with the Contractor's safety program. Failure to maintain compliance with this act shall be grounds for termination of the contract.

## 4.0 INDEMNITY INSURANCE

4.1 Contractor shall indemnify, hold harmless, and defend the City of Lubbock, its officers and employees from and against any and all liability or alleged liability without fault and liability by virtue of the obligations that the City of Lubbock assumes toward its indemnity(s) insofar as applicable to this Contract or the work to be performed hereunder and including cost of suit, attorneys' fees, and all other related costs and expenses of whatever kind or character arising directly or indirectly from any cause whatsoever in connection with or incidental to this Contract or the work to be performed hereunder, including such injury or harm as may be caused in part by any neglect, act, or omission of the City, its officers and employees, excepting only such injury or harm as may be caused solely by an act or omission of the City, its officers and employees. Notwithstanding the foregoing, the Contractor specifically agrees to so indemnify, hold harmless, and defend the City from and against any and all such liability, suits, action, legal proceedings, claims, or demands that may be made or pursued by an employee of Contractor, or of any Subcontractor, or materialsman,

or anyone acting on behalf of Contractor in connection with or incidental to this Contract which are alleged to be attributable to any condition of or upon the City's property facilities, materials, or equipment, including where such condition and resulting injury or harm is caused in part by any negligent act or omission of City, its officers and employee, but excepting only such injury or harm as may caused solely by an act or omission of City, its officers and employees. Contractor agrees to waive any and all claims and suits covered by this indemnity agreement and agrees that any insurance carrier involved shall not be entitled to subrogation under any circumstance against City, its officers and employees.

4.2 The Contractor shall secure and maintain insurance for the duration of the contract. Proof of the Contractor's liability insurance shall be provided prior to receipt of a signed contract. The following insurance is required:

4.2.1 Workman's Compensation Insurance covering all employees whether employed by the Contractor or any Subcontractor on the job including Employers Liability of at least $500,000 aggregate.

Commercial General Liability Insurance at minimum combined single limits of $1,000,000 per occurrence and $1,000,000 general aggregate for Bodily Injury and Property Damage, which coverage shall include Products/Completed Operations, and XCU Hazards Coverage for Products/Completed Operations must be maintained for at least five (5) years after the work is completed. Coverage must be written on an Occurrence Form. Contractual Liability must be obligations contained in the contract.

Commercial Automobile Liability Insurance at minimum combined single limits of $500,000 per occurrence for owned, non-owned, and hired coverage.

4.3 All policies or certificates shall also contain the following endorsements:

4.3.1 The City of Lubbock shall be named as an additional insured on a primary and non-contributory basis and shall include a waiver of subrogation in favor of the City on all liability coverage's except professional liability.

4.3.2 All liability policies shall contain cross liability and severability of interest clauses.

4.3.3 A waiver of subrogation in favor of the City of Lubbock for all types of insurance coverages.

4.3.4 The policy shall be endorsed to require the insured to immediately notify the City of Lubbock of any changes in the insurance coverage.

4.4 All insurance shall be purchased from an insurance company that meets the following requirements.

4.4.1 A Best financial grading of A:VII or better

4.4.2 Licensed and admitted to do business in the State of Texas and is a subscriber to the Texas Guaranty Fund.

4.5 All insurance must be written on forms filed with and approved by the Texas State Board of Insurance. Certificates of insurance shall be prepared and executed by the insurance company or it's authorized Agent and shall contain provisions representing and warranting the following:

4.5.1 The company is licensed and admitted to do business in the State of Texas.

4.5.2 The company's forms have been approved by the Texas State Board of Insurance.

4.5.3 Sets forth all endorsements as required above.

4.6 The City of Lubbock shall receive at least sixty (60) calendar days' notice prior to cancellation or termination of insurance.

4.7 The Contractor shall understand and agree that they are an independent Contractor and that they are not an employee of the City, and that the City will not provide Worker's Compensation, health or accident insurance, general liability insurance, or any other form of insurance coverage of any kind which would cover the Contractor or their employees, if any, in and under the terms of the Bid.

## 5.0 CONTRACT TERM

5.1 The term of the contract shall be for a period of one year plus four one-year additions, unless terminated or extended in accordance with the provisions of this contract.

## 6.0 PROSECUTION AND PROGRESS OF WORK

6.1 **Notice to Proceed**: Notice to proceed shall be mailed to the Contractor by certified letter. The Contractor shall have ten (10) working days from the day he receives the letter to actively proceed with the work.

6.2 **Contract Time**: All work is schedule driven, therefor, the Contractor's work force and equipment needs shall vary throughout the contract's time period. The normal work schedule shall fall within the time frame of Monday through Friday 6:00 a.m. to 6:00 p.m.

6.3 **Weekends, Holidays and Nights**: Work on weekends, holidays, and nights shall be at the discretion of the Contractor. Should the Contractor find it necessary to work during this time, notice of his intention to do so shall be given to the Agent at least seventy-two (72) hours prior to doing so.

6.4 **Weather**: Weather will affect the progress of grounds maintenance at times and Contractor shall recognize this and have a plan of action and/or resources available to proceed in an expedient manner. Should weather conditions alter schedules, the Contractor shall notify the Agent at the beginning of the next workday. It is the Contractor's responsibility to provide quality workmanship. If weather conditions prevent such quality, the Contractor shall suspend work and resume work as soon as weather allows. If the Agent finds that weather conditions are inappropriate for maintaining high quality work, they may notify the Contractor and suspend work. The suspension of work by the Agent shall not in any way allow the Contractor to find grounds for adjustments in contract time or provide for extra compensation.

6.5 **Character of Work**: All workers, supervisors, managers, and Subcontractor(s) employed by the Contractor shall be competent and careful workers skilled in their respective trades. The Agent may remove from the work site any person employed by the Contractor who does not represent the City in a professional manner or does not follow the instructions given to him. If any person misconducts their self, is incompetent, or negligent in the performance of their duties, they may be removed from the work site and shall not return until the Contractor receives written consent from the City's Representative. Should the Contractor continue to employ such individual to continue work under this contract, the City reserves the right to withhold payment and/or nullify the contract.

6.6 **Assigning or Subletting the Contract**: The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. The City's permission to sublet any contract shall not be construed as making the City a party of such subcontract. No Subcontractor shall release the Contractor of its surety or its

liability and obligation to fulfill all transactions made under the contract. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all Insurance requirements contained in paragraphs, 4.0-4.7, Indemnity Insurance.

6.7 **Payment**: The Contractor shall receive compensation for services provided for in the contract on a monthly basis. Upon the end of each month, during the contract period, the contract shall submit an invoice to the Fiscal Policy Designee for $1/12^{th}$ of the Annual Maintenance Cost. Any Extra Work shall be shown on the same monthly invoice and identified as "Extra Work." Extra Work billing should designate hourly labor cost, parts/materials costs and a description of the work performed. Payment shall be determined by the form included in this package as Exhibit 1 and approved by the Fiscal Policy Designee.

# INDEX 8
# SPECIFICATIONS

## 1.0 Turf Maintenance Standards

**1.1 General:** Successful Contractor shall have ten (10) days from receipt of the Notice to Proceed to commence contract maintenance activities. The decision to end the maintenance season shall be made by the Agent. The Contractor shall be notified of the City's decision by letter.

1.1.1 The areas to be serviced for each site include all turf areas in the right-of-way per the attached map, see Exhibit A. Contractor is responsible for safe and careful operation of mowing equipment around plant material and structures to prevent damage and to prevent clippings from contaminating shrub or color bed.

1.1.2 Contractor shall provide a maintenance schedule to the Agent within fifteen (15) days from the date of Award of Contract and will notify the Agent of any changes in the schedule prior to the schedule change.

1.1.3 Upon award of contract the Agent and Contractor will have a walk-through of the property to document any pre-existing damage for which the Contractor shall not be liable. If trees, shrubs or grass are found to have pests after the initial walk-through, the Contractor will be responsible for treating pests to ensure a vigorous healthy plant life. Contractor must notify the Agent for approval before treatment.

**1.2 Mowing:** Mowing commencement and conclusion shall be at the discretion of the Agent. Mowing frequency shall be determined by turf growth and occur up to once per calendar week, evenly spaced. Mowing costs are to be determined at a rate of twenty-nine (29) cycles per calendar year. Any cycles more than twenty-nine (29) shall be billed as Extra Work. Litter shall be picked up before any mowing occurs. Turf shall be cut at a height of two (2) inches; unless otherwise directed by the Agent, clippings shall be bagged or recycled and all hardscapes shall be cleaned after each service. Grass clippings cannot be blown into the lake. Mowing equipment shall be a reel mower or rotary/recycler. If and when the Contractor wants to raise the height above two inches they must first receive written approval from the Agent. All equipment must be of appropriate size for each site and approved by the Agent.

**1.3 Edging:** All sidewalks and curbs shall be edged to a depth of two inches and shall be performed concurrently with mowing operations. String trimmers or curb dressers may not be used for edging. Chemical edging is not permitted.

**1.4 Trimming:** All string trimming must be done to achieve a height uniform with the mowing height. Trimming must be performed around trees, plant beds, buildings, signs, fences, and any other plants or structures. All hard surfaces, sidewalks, streets, parking areas and street medians must be kept free of grass, weeds and debris. This task must be completed the same day the mowing is performed. The Contractor is responsible for protecting all trees and shrubs from string trimmer damage.

**1.5 Fertilization:** Contractor shall be responsible for applying sufficient fertilizer to promote a green, healthy turf. A soil sample shall be submitted to the Agent every other year. At a minimum, the Contractor shall apply fertilizer as follows:

1st Application: April 1 – April 30
2nd Application: July 1 – July 31
3rd Application: August 1 – August 31

**1.6 Pesticide/Herbicide Application:** Contractor shall be responsible for insuring that plant health and appearance is maintained by applying pre- emergent and post-emergent herbicides once in March and once in early September to control noxious weed growth. If needed, the pesticide to be used shall be discussed with the Agent and not applied until receipt of written approval. Without exception, the individual applying the pesticide shall be licensed by the Structural Pest Control

Board, or any other applicable agency, for the specific category involved. The applicator shall also be required to follow manufacturer's recommendations for product usage and all applicable state and federal laws concerning pesticide applications, rinsate disposal, and container disposal.

**2.0 Tree Maintenance Standards**

2.1 Trees shall be maintained in a healthy, vigorous growing condition, free from disease and large concentrations of pests.

2.2 Prune trees only to remove dead, diseased, broken, dangerous, or crossing branches, and as required below. Pruning of this type is a minor, non-reimbursable cost to be included as part of the regular maintenance. Prune in accordance with generally accepted standards for proper pruning.

2.3 Discard all tree trimmings off-site using a legal method.

2.4 Any tree found to be dead or missing shall be replaced with plant material of identical species at the Contractor's expense, unless the loss was due to excluded damage. If the loss resulted from excluded damage, replacement will be paid for as extra work. Submit a quote for replacement within two weeks of the loss. Unless otherwise instructed by the Agent, replacement trees shall equal the value of the tree size that died based upon the total caliper inch of that tree. (No more than $110 per caliper inch.)

2.5 Replacement trees shall be approved for size and appearance by the Agent prior to planting.

2.6 The cutting blades on pruning shears, clippers, blades, saws, etc. shall be sterilized after pruning each tree to minimize the possibility of spreading disease. When pruning trees known or suspected to be diseased, cutting blades shall be sterilized after each cut. Sterilize blades by dipping them in a solution of 1 part bleach and 9 parts water or heavily spray them with a disinfectant spray, such as Lysol. After dipping or spraying, wait 20 seconds before using again.

2.7 Contractor will be responsible for maintaining or replacing mulch around the trees as necessary.

**3.0 Irrigation Standards**

3.1. **Water Application & Scheduling:**

3.1.1 It is the Contractor's responsibility to make sure that plants receive adequate water regardless of weather conditions.

3.1.1.1. It is the responsibility of the Contractor to conserve water and assure that all watering rules and regulations are followed. Any penalties, fines, or citations for watering ordinance violations shall be paid by the Contractor.

3.1.1.2. Irrigation shall be made by the use of the permanent irrigation systems. Failure of the irrigation system to provide full and proper coverage shall not relieve the landscape maintenance Contractor of the responsibility to provide adequate irrigation. It is the Contractor's responsibility to make sure that the irrigation system is maintained and operates properly.

3.1.2 The Contractor is responsible for the complete operation and maintenance of the irrigation systems, except as noted below. The Contractor shall examine the irrigation system for damage or malfunction weekly and shall report damage or malfunction to the Agent in writing. If the Contractor fails to report the broken or malfunctioning irrigation system components within two weeks of the breakage or malfunction, the Contractor shall be responsible for all damages resulting from the broken irrigation system component.

3.1.3 Adjust watering times each week. Do not overwater plantings. Use multiple-start times and short run times to prevent run-off. Drip systems should be left on for sufficient time to allow for saturation of the root zone. Shorter runs with drip irrigation do not provide sufficient water penetration for healthy root development. Avoid multiple-start times with drip systems if possible. Do not allow run-off from any irrigation.

3.1.4 When breakdowns or malfunctions exist, the Contractor shall hand water, if necessary, to maintain all plant material in a healthy condition. If the irrigation repairs are major and will be billed as additional work (see items that qualify for extra work as outlined below), the labor costs for hand watering may also be submitted for payment as noted in the General Requirements section of these specifications. Do not wait for approval to begin hand watering if it is required to save the plantings.

**3.2 Irrigation System Scheduled Maintenance:**

3.2.1 Each valve zone shall be observed for signs of damage on a weekly basis during the irrigation season.

3.2.2 The landscape maintenance Contractor shall maintain the irrigation system, including cleaning of filter screens and flushing pipes as needed, as part of this contract.

3.2.3 Drip irrigation systems need periodic flushing to remove sediment. When flushing is necessary, it shall be performed as part of this contract. Drip systems shall be flushed at least once a year. Open ends of drip lines and run for at least 15 minutes at full flow to flush. It may be necessary to install flush outlets in order to flush the drip system.

3.2.4 Run-off of water from irrigation systems into or onto streets, sidewalks, stairs, or gutters is not permitted. The Contractor shall immediately shut down the irrigation system and make adjustments, repairs, or replacements as soon as possible to correct the source of the run-off.

**3.3 Irrigation System Repair:**

3.3.1 The Contractor shall replace or repair, at the Contractor's expense, any irrigation components damaged, unless due to excluded damage. Repair shall be made within two weeks of the day the damage occurred. If the damage was due to excluded damage, the irrigation repairs will be paid for as extra work. The Contractor shall make notification of needed repairs within two weeks of the day the damage occurred. Regardless of the cause of damage, the Contractor shall take immediate action to prevent further damage by shutting off the damaged part of the irrigation system and commencing with hand watering as needed. As soon as possible after receiving written authorization to proceed, the Contractor shall make repairs. The following items are considered to be minor repairs: damaged or clogged sprinkler nozzles, adjustment of sprinkler patterns or arcs, adjustment of sprinkler position (i.e.; raise, lower, or straighten sprinkler head), replacement of clogged, broken, or missing barbed-style drip emitters, replacement or repositioning of drip distribution tubing smaller than 1/2 inch or 15 mm diameter. These minor repair items shall be corrected by Contractor at Contractor's expense.

3.3.2 Any replacement of irrigation system components shall be made with materials of the same manufacturer and model as the original equipment. Substitutions of materials other than original equipment will be approved only when the original equipment has been discontinued and is no longer available for purchase at any location. The substituted equipment must be completely compatible with the original and must be approved in advance by the owner's authorized representative.

3.3.3 All repairs to the system shall be identical to the original installation, unless approved otherwise in advance by the owner's authorized representative. If a change to the installation will result in lower future maintenance costs, less frequent breakage, or an increase in public safety, request authorization to make the change from the owner's authorized representative.

3.3.4 The Contractor shall check the entire irrigation system weekly for items such as dry spots and missing or malfunctioning irrigation components. Check for leaking valves, water running across sidewalks, water standing in puddles, or any other condition which hampers the correct operation of the system or the public safety. The Contractor shall carefully observe plant materials for signs of wilting, indicating a lack of water. Plants which die due to irrigation failure will be considered to have died due to the Contractor's negligence and shall be replaced at the Contractor's expense.

3.3.5 Plastic sprinkler nozzles with bad patterns shall be replaced with new nozzles of the same gallonage and arc as part of the regular maintenance of the sprinkler system. Do not attempt to clean plastic nozzles by sticking knife blades or wire into the openings. The plastic will be scratched and the pattern will be ruined. Brass nozzles may be carefully cleaned if needed.

3.3.6 The Contractor shall inspect and test all components and zones in the irrigation system monthly and shall reset zone times according to seasonal evapotranspiration changes. Minor adjustments and repairs such as head-emitter cleaning or replacement, filter cleaning, small leaks, and minor timer adjustments shall be made by the Contractor. During weekly maintenance, the Contractor will note and report to client any symptoms of inadequate or excessive irrigation, draining problems, etc.

3.3.7 Repairs of irrigation system beyond the above scope will be charged as Extra Work at an hourly rate per person plus parts. Contractor shall bill the City for parts according to the current Manufacturer's List Price or a discount thereof. The Contractor will notify the Agent of the nature of the problem before repairs are made.

**4.0 Median Maintenance Standards**

4.1. Plants and shrubs shall be maintained in a healthy, vigorous growing condition, free from disease and large concentrations of pests.

4.2. Prune plants and shrubs to remove damaged, diseased, or dead stems or foliage and to promote uniform growth patterns. Unless otherwise specified, they shall not be pruned into ball or box shapes. Plantings should be pruned as required to keep them within the bed area or to control their vertical ascent.

4.3. Contractor shall be responsible for applying sufficient fertilizer to promote a healthy, green turf. Contractor shall insure that fertilizer residue is removed from foliage and shall apply sufficient water to incorporate the fertilizer into the soil.

4.4. Contractor shall be responsible for insuring that plant health and appearance is maintained by applying corrective insecticides, fungicides or other pesticides as required to control pest populations. The pesticide application standards previously set forth in item 1.6 shall be adhered to.

4.5. Contractor shall insure that all litter is removed from the medians two days each week.

4.6. Contractor shall be responsible for the disposal of all debris removed from beds and shall not place the debris in curbside receptacles or dumpsters.

# INDEX 8
# SPECIFICATIONS

**5.0 Water Wells and Pump House Maintenance**

5.1. Contractor shall maintain water wells to ensure they are in good working order and keep the pump house clean and orderly.

**6.0 Pond Maintenance Standards**

6.1. Contractor shall be responsible for controlling and minimizing the growth of the Cattails by cutting and spraying.

6.2. Contractor shall ensure all litter and trash is removed from around and in the pond.

**7.0 Trash Receptacles and Pet Waste Stations Maintenance**

7.1. Contractor will be responsible for emptying all litter receptacles. The Contractor will provide trash receptacle liners to be placed in each receptacle after removal of litter and debris. The Agent will supply contractor with pet waste bags and trash receptacle bags, not liners. Contractor shall be responsible for the disposal of litter and debris. Disposal shall be accomplished by delivery to the City of Lubbock Landfill or by placement in dumpsters belonging to the Contractor. No litter or debris shall be disposed of in residential dumpsters, curbside trash receptacles or those belonging to Commercial Businesses.

7.2. Contractor will be responsible for replacing the bags in the pet waste stations as needed to ensure each station holds the maximum amount of bags each Friday and Monday.

7.3. All receptacles shall be emptied on Mondays and Fridays of each week. Agent could request additional frequencies for receptacle maintenance. Additional maintenance beyond the Monday/Friday schedule shall be deemed as Extra Work.

**8.0 Benches, Hardscape, and Concrete Maintenance**

8.1. Contractor will be responsible for removing any litter or debris from around or inside the pavilion area and hard surfaces shall be swept on Mondays and Fridays of each week. Agent could request additional frequencies for pavilion maintenance. Additional maintenance beyond the Monday/Friday schedule shall be deemed as Extra Work.

8.2. Any litter or debris shall also be removed from the park benches each Friday and Monday.

8.3. Any damage or disrepair to the pavilion, benches, or concrete should be reported to the Agent as soon as possible by the Contractor.

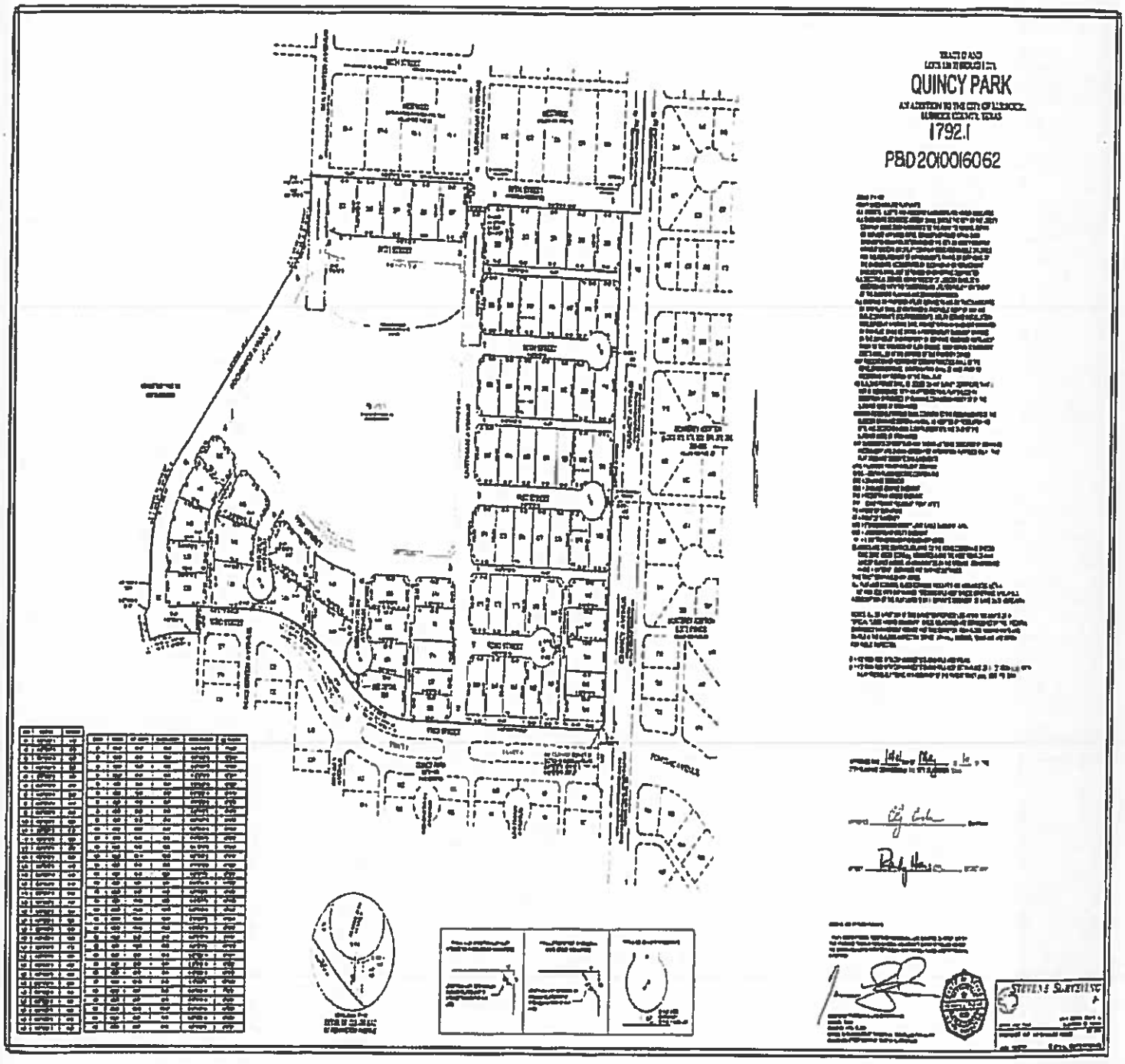
**9.0 Playground and Playground Equipment Maintenance**

9.1. Contractor will be responsible for removing any litter or debris from around or inside the playground area and pick up any playground surface material outside of the defined area and return to playground.

9.2. Contractor shall inspect the playground equipment for damages each week and notify the Agent as soon as possible. If equipment damage poses a safety risk, necessary precautions must be taken immediately to prevent children from playing on the equipment until repairs are made.

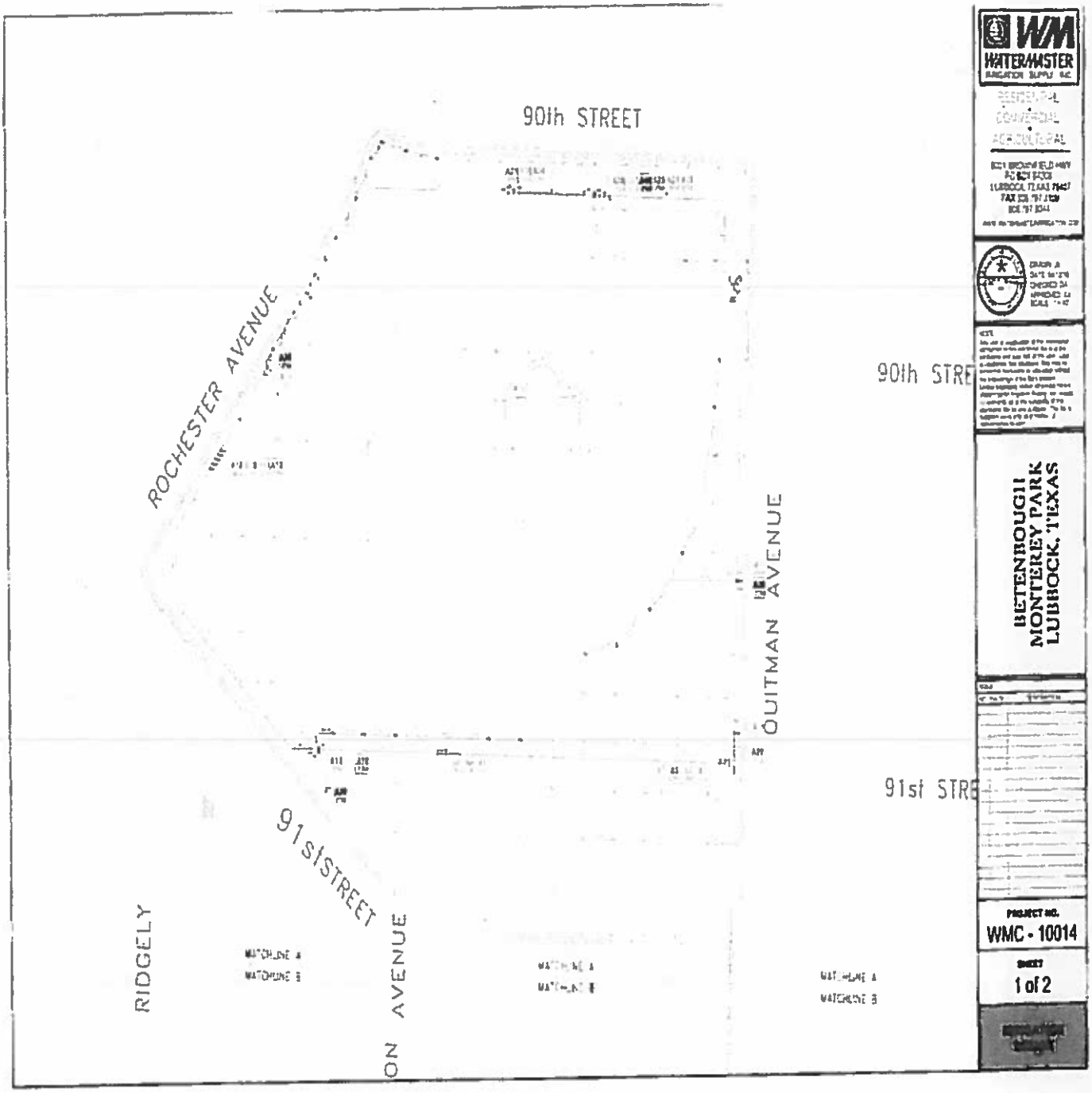
**INDEX 8**
**SPECIFICATIONS**

**Exhibit A-1**



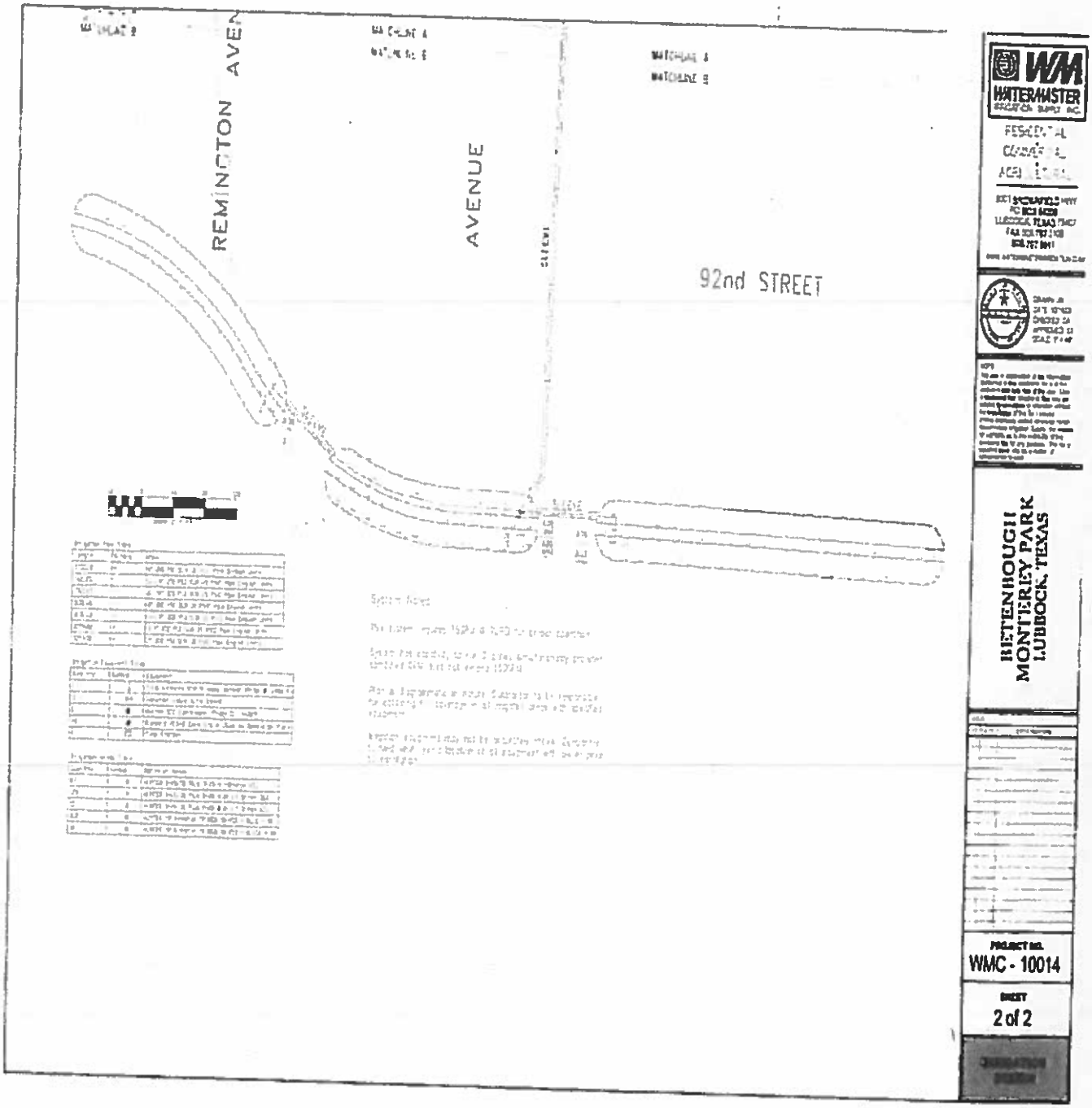
**INDEX 8**
**SPECIFICATIONS**

**Exhibit A-2**



**INDEX 8**
**SPECIFICATIONS**

**Exhibit A-3**



# INDEX 9
# BID FORM

## BID FORM

In compliance with the **Invitation to Bid 16-12991-KM**, 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 **16-12991-KM** 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 COST | EXTENDED COST |
|---|---|---|---|---|---|
| 1. | 29 | Annual Maintenance Cycle | Maintenance during the Growing Season, as specified herein. | $ 1,000 | $ 29,000 |
| 2. | 104 | Annual Maintenance Cycle | Trash receptacles, pet waste stations, benches, hardscape, playground, and concrete maintenance twice weekly, as specified herein. | $ 50 | $ 5,200 |
| 3. | 5 | Annual Maintenance Cycle | Fertilizing three times a year and herbicide application twice each year, as specified herein. | $ 1,800 | $ 9,000 |
| 4. | 10 | Annual Maintenance Cycle | Maintenance during the non-growing season, as specified herein. | $ 500 | $ 5,000 |
| 5. | 1 | Hourly Rate | Extra work, as specified herein | $ 50 | — |
| | | | | **Total Cost (Items 1-5)** | $ 48,200 |

**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 _ 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

## INDEX 9
## BID FORM

the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

**Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.**

YES X NO _____

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

THIS BID IS SUBMITTED BY West Texas Services a corporation organized under the laws of the State of _____, or a partnership consisting of _____ or individual trading as _____ of the City of Lubbock.

Firm: West Texas Services Inc DBA Tom's Tree Place

Address: 6104 34th Street

City: Lubbock State: Texas Zip 79410

Bidder acknowledges receipt of the following addenda:

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

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

By Alex Scarborough Jr Date: 8/17/2016
*Authorized Representative - must sign by hand*

Officer Name and Title: Alex Scarborough President
*Please Print*

Business Telephone Number (806) 799-3677 FAX: (806) 799-8743

E-mail Address: alex3@tomstreeplace.com

**FOR CITY USE ONLY**

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

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

# INDEX 9
# BID FORM

**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.**

**INDEX 10**
**PROPOSED EQUIPMENT LIST**

**Quincy Park PID Landscape Services**

| QTY | USAGE | MAKE AND MODEL |
|---|---|---|
| 1 | MOWING | 72" TORO Z MASTER 6000 SERIES |
| 1 | MOWING | 48" TORO GRANDSTAND |
| 1 | TRANSPORT | 2007 7500HD CHEVY SILVERADO |
| 2 | EDGING | ECHO PE-280 |
| 3 | BLOWING | ECHO PB-750LN |
| 2 | WEED EATING | ECHO SRM-280 |
| 1 | LEAF VACUUM | BILLY GOAT MV650H |
| 3 | HEDGE CLIPPER | ECHO HC-150 |
| 1 | TRANSPORT | UTILITY TRAILER |
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Contractor CJ

City of Lubbock BJH

## GENERAL CONDITIONS

****** PLEASE READ CAREFULLY ******

These General Conditions apply to all bids and become a part of the terms and conditions of any bid submitted. The City shall mean the City of Lubbock.

1 Requirements Contract: During the period of the contract, the Contractor shall provide all the services described in the contract. The Contractor understands and agrees that this is a requirements contract and that the City shall have no obligation to the Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the City for the period of the contract. The amount is only an estimate and the Contractor understands and agrees that the City is under no obligation to the Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The Contractor further understands and agrees that the City may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used. In making its bid hereunder, the Contractor expressly recognizes the rights of the City provided herein, and further recognizes that the Contractor shall have no claims against the City for anticipated profits for the quantities called for, diminished or deleted.

2 Nonappropriation: All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

3 Invoices: Contractor shall submit separate invoices, in duplicate, on each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, shall be attached to the invoice. Mail to Accounts Payable, City of Lubbock, P.O. Box 2000, Lubbock, Texas 79457. Payment shall not be due unless and until the Contractor shall not be in default under the terms of the contract, and until the above instruments are submitted after delivery. CITY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE CITY'S MASTERCARD PURCHASING CARD (PCARD). THE SELLER AGREES TO ACCEPT PCARD PAYMENTS WITHOUT ANY ADDITIONS OR SURCHARGES.

4 No Warranty By The City Against Infringements: As part of the contract for sale, Contractor agrees to ascertain whether goods manufactured in accordance with the specifications attached to the contract will give rise to the rightful claim of any third person by way of infringement of the like. The City makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall The City be liable to Contractor for indemnification in the event that Contractor is sued on the grounds of infringement or the like. If Contractor is of the opinion that an infringement or the like will result, he will notify the City to this effect in writing within two weeks after the signing of the contract. If the City does not receive notice and is subsequently held liable for the infringement or the like, Contractor will save The City harmless. If Contractor in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.

5 Gratuities: The City may, by written notice to the Contractor, cancel the contract or purchase order without liability to Contractor if it is determined by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City of Lubbock with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Contractor in providing such gratuities.

6 Force Majeure: Neither party shall be held responsible for losses or damages hereunder, if the fulfillment of any terms of provisions of the contract is delayed or prevented by strike, walkouts, acts of God, or public enemy, fire, or flood.

7 Assignment-Delegation: No right or interest in the contract shall be assigned or delegation of any obligation made by Contractor without the written permission of the City. Any attempted assignment or delegation by Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

8 Material Safety Data Sheets: Seller shall provide the City of Lubbock with current Material Safety Data Sheets (MSDS) for each chemical defined as hazardous under the Texas Hazard Communication Act (every chemical bearing any manner of warning label on the container) to comply with provisions of the Texas Hazard Communication Act, Title 6, Subchapter D, Chapter 502, Texas Health and Safety Code Ann. (This Act is corollary to OSHA Standard 29 CRF 1910.1200, which is generally known as the Right to Know Law.)

9 Waiver: No claim or right arising out of a breach of the contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

10 Right To Assurance: Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

11 Unsatisfactory Work: If, at any time during the contract term, the service performed or work done by the Contractor is considered by the City to create a condition that threatens the health, safety, or welfare of the community, the Contractor shall, on being notified by the City, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the City shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.

12 Time: It is hereby expressly agreed and understood that time is of the essence for the performance of the contract, and failure by Contractor to meet the time specifications of the contract will cause Contractor to be in default of the contract.

13 Silence of Specification: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial products and practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications in this bid shall be made on the basis of this statement. The items furnished under this contract shall be new, unused, of the latest product in production to commercial trade, and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

14 Indemnification: Seller shall indemnify, defend, keep and save 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 in anywise arise or accrue against the City in consequence of the granting of the contract or which may anywise result there from, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subcontractor or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgment shall be rendered against the City in any such action, the Seller shall, at its own expenses, satisfy discharge the same. Seller expressly understands and agrees that any bond required by the contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as herein provided.

15 Termination: The City may terminate the contract or purchase order in whole, or in part. Termination hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which the contract or purchase order is terminated and the date upon which such termination becomes effective. In the event of said termination, in whole or in part, provided that Seller shall not be in default under the Contract, the Seller shall be entitled to payment only for goods actually delivered, and/or services actually performed under and in compliance with the terms of the contract or purchase order.

16 NON-ARBITRATION: 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.

17 Environmental Stewardship: The City of Lubbock is fully committed to environmental excellence. It is the policy of the City to demonstrate sound environmental performance by controlling and mitigating the environmental impact of City activities, operations, and services. This commitment extends to the procurement and contracting process. Contractors and suppliers selected to provide services and materials to the City are required to uphold an equally high standard. To that end all contractors and suppliers hired by the City agree to maintain full compliance with any and all applicable environmental regulations. In addition, contractors and suppliers agree to implement whatever processes and procedures necessary to reduce and eliminate pollution and wastes and conserve natural resources while under contract with the City. To the greatest extent possible, while still delivering the highest quality service or material, City contractors and suppliers, as well as any sub-contractors under their supervision, will:

- minimize waste and pollution generation; conserve natural resources and energy;
- minimize the use of hazardous materials by choosing the least toxic - yet effective - materials and products;
- use the highest available post-consumer content materials and products;
- recycle and/or reuse as much as is possible, waste materials;
- incorporate into project design energy efficient fixtures, appliances and mechanical equipment.

18 The City Right to Audit

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.

19 House Bill 2015, signed by the Governor on June 14, 2013 and effective on January 1, 2014, authorizes a penalty to be imposed on a person who contracts for certain services with a governmental entity and who fails to properly classify their workers. This applies to subcontractors as well. Contractors and subcontractors who fail to properly classify individuals performing work under a governmental contract will be penalized $200 for each individual that has been misclassified. Governmental entities may want to include information

Contractor CJ

City of Lubbock

on this new misclassification penalty in their contracts with entities that are providing services covered by this new requirement (Texas Government Code Section 2155.001).

20 Assigning or Subletting the Contract

The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract insurance requirements.

**City of Lubbock, TX**
**Quincy Park PID**
**Bid Tabulation**
**December 1, 2016**

ITB 16-12991-KM
Quincy Park PID Landscape Services

| Item | QTY | U/M | Description/Vendor | Location | Unit Cost | Extended Cost |
|---|---|---|---|---|---|---|
| 1 | 29 | Annually | Maintenance during the Growing Season | | | |
| | | | All Pro Lawnscapes, LLC | Lubbock, TX | $ 468 | *NR |
| | | | Reeder Landscape | Lubbock, TX | 800 | 23,200 |
| | | | West Texas Services, Inc. dba Tom's Tree Place | Lubbock, TX | 1,000 | 29,000 |
| | | | MDM Mowing | Wolfforth, TX | 1,300 | 37,700 |
| | | | Pevey Lawn & Landscape, Inc. | Lubbock, TX | 2,350 | 68,150 |
| 2 | 104 | Annually | Trash receptacles, pet waste stations, benches, hardscape, playground, and concrete maintenance | | | |
| | | | All Pro Lawnscapes, LLC | Lubbock, TX | 34 | NR |
| | | | West Texas Services, Inc. dba Tom's Tree Place | Lubbock, TX | 50 | 5,200 |
| | | | Reeder Landscape | Lubbock, TX | 75 | 7,800 |
| | | | MDM Mowing | Wolfforth, TX | 125 | 13,000 |
| | | | Pevey Lawn & Landscape, Inc. | Lubbock, TX | 525 | 54,600 |
| 3 | 5 | Annually | Fertilizing three times a year and herbicide application twice each year | | | |
| | | | Pevey Lawn & Landscape, Inc. | Lubbock, TX | 1,100 | 5,500 |
| | | | West Texas Services, Inc. dba Tom's Tree Place | Lubbock, TX | 1,800 | 9,000 |
| | | | All Pro Lawnscapes, LLC | Lubbock, TX | 1,950 | NR |
| | | | MDM Mowing | Wolfforth, TX | 2,200 | 11,000 |
| | | | Reeder Landscape | Lubbock, TX | 2,500 | 12,500 |
| 4 | 10 | Annually | Maintenance during the non-growing season | | | |
| | | | All Pro Lawnscapes, LLC | Lubbock, TX | 330 | NR |
| | | | West Texas Services, Inc. dba Tom's Tree Place | Lubbock, TX | 500 | 5,000 |
| | | | Reeder Landscape | Lubbock, TX | 650 | 6,500 |
| | | | MDM Mowing | Wolfforth, TX | 900 | 9,000 |
| | | | Pevey Lawn & Landscape, Inc. | Lubbock, TX | 2,350 | 23,500 |
| 5 | 1 | Hourly | Extra work | | | |
| | | | Pevey Lawn & Landscape, Inc. | Lubbock, TX | 28 | 28 |
| | | | West Texas Services, Inc. dba Tom's Tree Place | Lubbock, TX | 50 | NR |
| | | | MDM Mowing | Wolfforth, TX | 90 | 90 |
| | | | All Pro Lawnscapes, LLC | Lubbock, TX | 100 | 100 |
| | | | Reeder Landscape | Lubbock, TX | 110 | 110 |
| | | | **All or None** | | | |
| | | | All Pro Lawnscapes, LLC | Lubbock, TX | | NR |
| | | | West Texas Services, Inc. dba Tom's Tree Place | Lubbock, TX | | 48,250 |
| | | | MDM Mowing | Wolfforth, TX | | 70,790 |
| | | | Reeder Landscape | Lubbock, TX | | 50,110 |
| | | | Pevey Lawn & Landscape, Inc. | Lubbock, TX | | 151,778 |

*NR - Non-Responsive

All Pro Lawnscapes, LLC was the lowest bidder but was deemed non-responsive.
Contract was recommended to the second lowest bidder, West Texas Services, Inc. dba Tom's Tree Place.

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

**Meeting Date:** 12/01/2016

## Information

### Agenda Item

**Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2016-O0169 amending the Oil and Gas Drilling Ordinance, to repeal the provision for the oil and gas advisory review committee, and amending the remainder of the ordinance to remove the references to said committee.

### Item Summary

On November 17, 2016, the City Council approved the first reading of the ordinance.

Same as stated above.

### Fiscal Impact

None.

### Staff/Board Recommending

Bill Howerton, Assistant City Manager

## Attachments

Oil and Gas Amendment (003)

Redline of changes to oil and gas ordinance

**ORDINANCE NO. ___**

AN ORDINANCE AMENDING CHAPTER 8 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, BY REPEALING SECTION 8.07.008 THEREBY REMOVING THE OIL AND GAS ADVISORY REVIEW COMMITTEE; BY AMENDING SECTION 8.07.034 BY DELETING ALL REFERENCES TO THE OIL AND GAS ADVISORY REVIEW COMMITTEE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock recognizes that the City of Lubbock is located in the oil and gas-producing Permian Basin and is located within the Railroad Commission Division 8A; and

WHEREAS, the City Council of the City of Lubbock recognizes that the City of Lubbock shall issue permits for the drilling of oil and gas; and

WHEREAS, the City Council of the City of Lubbock desires to provide an efficient method for the review of all permit applications for the drilling of oil and gas within the City of Lubbock by removing the requirement for an oil and gas advisory committee and granting the City Manager of the City of Lubbock and the City Council of the City of Lubbock the authority to review applications for and issue, or refuse to issue, permits for oil and gas drilling; and

WHEREAS, the City Council of the City of Lubbock, Texas deems it in the best interest of the citizens of Lubbock to make the following amendments to Chapter 8 of the Code of Ordinances with regard to the application review and permit issuance or refusal to issue permit for all oil and gas drilling applications; NOW THEREFORE:

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

SECTION 1. THAT Section 8.07.008 of the Code of Ordinances of the City of Lubbock, Texas, is hereby repealed in its entirety.

SECTION 2. THAT Section 8.07.034 of the Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as follows:

**Sec. 8.07.034 Issuance or refusal to issue**

(a) Upon receipt of the completed application, the city manager shall make a reasonable attempt within ten (10) business days to arrange a conference between the city staff and the applicant. The city manager shall instruct his representative, the city attorney, planning director, or their representatives, along with any others he so chooses, to meet in conference with the applicant to review the content of proposed staff comments related to the application.

Each item to which the staff directs comment shall be presented to the applicant, and the application amended if the applicant so chooses.

(b) The city manager shall submit a written report to the city council on all permit applications under this article. The report shall include the staff concerns and any unresolved issues. The city manager shall submit a recommendation to the city council on all permit applications, including any additional permit conditions as determined necessary by the city staff. The results and recommendations of the city manager shall be sent to the applicant within ten (10) business days following the meeting with city staff.

(c) The city council shall hold a public hearing on all applications for permits to drill oil or gas wells. Written notice of all such hearings shall be sent by the city manager, at the applicant's expense, on forms prepared by the city attorney's office to the applicant and all other persons deemed by the oil and gas inspector to be affected thereby, and all owners of real property lying within six hundred (600) feet of the proposed location of the oil or gas well and the storage facility. Such notice is to be given not less than ten (10) business days before the date set for hearing to all such owners who have rendered their said property for city taxes as the ownership appears on the last approved city tax roll. Such notice may be served by depositing the same properly addressed and postage paid, in the city post office. Notice shall also be given by publishing the same in a newspaper of general circulation in the city at least fifteen (15) business days prior to the date set for hearing, which notice shall state the time and place of such hearing; provided, however, all provisions contained herein with respect to the mailing and publishing of notices of hearing shall be deemed sufficient upon substantial compliance with this section. The city council may approve a permit for the drilling and operation of the well described in the application. The city council may designate such additional conditions concerning installation, operation, and maintenance of the proposed well site and/or storage facility, including but not limited to the following:

(1) Alternate location of the well due to adjacent land uses;

(2) Air-pollution control devices, air-pollution monitoring devices, and/or odor-control devices;

(3) Noise-control devices;

(4) Type of engine for the pump equipment;

(5) Height of the pump equipment during production;

(6) Fire-control measures at the drill and pump site;

(7) Fence or visual screening on the site of pump equipment and storage facilities;

(8) Landscaping on the site of pump equipment and storage facilities;

(9) Proof of contractual responsibilities of pump site and storage site maintenance;

(10) Blowout prevention control;

(11) Specific description of safety procedures required at the drill/pump site and the storage site;

(12) Special handling/storage of sludge/waste from the drill site;

(13) Special disposal of sludge/waste from the drill site;

(14) Location of storage facilities;

(15) Ingress/egress of vehicular traffic to the drill site and production site;

(16) Specific precautions proposed to prevent contamination of the water aquifer at the drill site;

(17) Specific proposal for source of water to be used during drilling operation;

(18) Specific requirements for route and location of (buried or aboveground) flow lines between the wellhead and storage facilities; or

(19) An emergency response plan establishing written procedures to minimize any hazard resulting from the drilling, completion, or producing of a well. Said plan shall use existing guidelines established by the RRC, the Texas Commission on Environmental Quality, the Texas Department of Transportation, the U.S. Department of Transportation, the Environmental Protection Agency, and/or the city fire code. This plan shall include a system of alarms to detect the loss of the well or any loss of containment integrity, access routes, and emergency contact information. A copy of the emergency response plan shall be kept on file with the city manager and on site. Said emergency response plan shall be updated annually.

(d) Each permit issued under this article shall:

(1) By reference have incorporated therein all the provisions of this article with the same force and effect as if this article were copied verbatim in such permit;

(2) Specify the well location with lot number, block number, name of addition or subdivision, or other available correct legal description;

(3) Contain and specify that the term of such permit shall be for a period of one hundred eighty (180) days from the date of the permit and as long thereafter as the permittee is engaged in drilling operations with no cessations of such operations for more than ninety (90) days, or oil or gas is produced in commercial quantities from the well drilled pursuant to such permit. If at any time after discovery of oil or gas the production thereof in commercial quantities shall cease, the permit shall not expire if the permittee commences additional reworking operations within one hundred eighty (180) days thereafter, and if they result in the production of oil or gas, so long thereafter as oil or gas is produced in commercial quantities from such well;

(4) Contain and specify such conditions as are by this article authorized and such conditions that the city council may designate in accordance with this section; and

(5) Specify the total measured depth and the true vertical depth to which the well may be drilled. The true vertical depth may not exceed the projected depth and may not exceed nine thousand six hundred eighty (9,680) feet. A greater depth shall require an additional permit and permit fee. The filing fee for the application shall be two thousand five hundred dollars ($2,500.00), until such time as the city council adjusts the fee in accordance with the provisions of section 1.03.004 of this code.

(e) Such permit, in triplicate originals, shall be signed by the city manager, and prior to delivery to the permittee shall be signed by the permittee (with one original to be retained by the city manager, one filed with the city secretary, and one retained by the permittee); and when so signed shall constitute the permittee's drilling and operating license, and contractual obligation of the permittee to comply with the terms of such permit and the requirements of this article. The director of planning shall keep a map that designates the location of all permitted wells and production units and the number of the permit for each well and production unit.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed two hundred dollars ($200.00) as provided by Section 1.01.004 of the City Code of Ordinances.

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

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

**AND IT IS SO ORDERED.**

Passed by the City Council on first reading this ____ day of November, 2016.

Passed by the City Council on second reading this ____ day of _____, 2016.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
James Loomis, City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/ORDINANCE AMENDMENT.Consent Item Oil & Gas Advisory Committee
November 7, 2016

**Sec. 8.07.008 Oil and gas advisory review committee**

(a) Official designation. There is hereby created and established a city oil and gas advisory committee to be officially designated as the "City of Lubbock Oil and Gas Advisory Review Committee," hereinafter referred to as the "ARC."

(b) Composition; appointment and terms of members. The ARC shall be composed of nine (9) members, of which shall include one (1) petroleum engineer, one (1) member of the water advisory commission, one (1) oil and gas industry operator, one (1) member of the city board of health, and five (5) members appointed from the community at-large. Each member of the committee shall be a resident citizen of the city. The city council shall appoint all members to the board, and the city council shall select and name the chairperson of the committee.

(c) Ex-officio members. The city manager or designated representative shall be an ex-officio member of the ARC, without voting privileges, and shall act in an advisory capacity to the board.

(d) Meetings. The ARC shall meet in accordance with the provisions of this article or at the request of the city council in order to:

(1) Coordinate the review of an oil and gas well permit application to the city in accordance with the terms of this article; or

(2) Conduct a thorough analysis of the current methods of exploration, development, and production of oil and gas within the city and make detailed recommendations to the city council of the necessary regulatory amendments to the current oil and gas ordinance and the permitting process in response to the analysis.

(e) Quorum; voting. A quorum shall consist of at least fifty (50) percent of the nonvacant committee positions. A motion may be adopted only if it receives the votes of at least a majority of the members present at a properly called meeting where there is a quorum present.

(f) Powers and duties. The ARC shall constitute an advisory board to the city council, with power to hold hearings in the city and to consider and make recommendations to the city council in writing, from time to time, on any and all matters pertaining to a permit application for oil and gas exploration, development, and production within the city limits of the city under this article. The role of this committee shall be to assist the city and the city council with the review of oil and gas well permit applications for: (1) technical compliance with this article; and (2) administrative completeness. The committee may also recommend additional conditions for the permit to the city council for approval. The committee shall be subject to the Texas Open Meetings Act and shall serve at the will of the city council. The committee shall not be classified as a department, agency, or political subdivision of the city.

(g) Conflict of interest. A board member is subject to the provisions of chapter 171, Texas Local Government Code, relating to the regulation of conflicts of interest of officers of local governments.

~~(Ordinance 2015-O0021 adopted 3/12/2015)~~

**Sec. 8.07.034 Issuance or refusal to issue**

(a) Upon receipt of the completed application, the city manager shall make a reasonable attempt within ten (10) ~~working~~ business days to arrange a conference between the city staff and the applicant. The city manager shall instruct his representative, the city attorney, planning director, or their representatives, along with any others he so chooses, to meet in conference with the applicant to review the content of proposed staff comments related to the application. Each item to which the staff directs comment shall be presented to the applicant, and the application amended if the applicant so chooses. ~~Within two (2) working days after the above meeting, the city manager shall notify the applicant of the proposed ARC meeting date.~~

~~(b) Upon the completion of the meeting required in subsection (a), the planning department shall coordinate the review of the application with the ARC.~~

~~(c) The ARC meeting shall be conducted in the following manner:~~

~~(1) The operator (or pipeline operator, where applicable) shall present overview of the application.~~

~~(2) Staff shall present the staff report including applicable regulations.~~

~~(3) Following the presentations, time shall be allotted for citizen comments.~~

~~(d) No continuance shall be allowed unless in writing. If a continuance is requested, new revisions must be submitted within two (2) weeks of the initial ARC hearing date. Notices to neighborhood associations and property owners as outlined in subsection (a) above, shall be resent with revised information.~~

~~(e)~~(b) The ~~ARC~~ city manager shall submit a written report to the city council on all permit applications under this article. The report shall include the staff ~~and citizen~~ concerns and any unresolved issues. The ~~ARC~~ city manager shall submit a recommendation to the city council on all permit applications, including any additional permit conditions as determined necessary by the ~~ARC~~city staff. The results and recommendations of the ~~ARC~~ city manager shall be sent to the applicant within ~~two (2) weeks~~ten (10) business days following the ~~ARC~~ meeting with city staff.

~~(f)~~(c) The city council shall hold a public hearing on all applications for permits to drill oil or gas wells. Written notice of all such hearings shall be sent by the city manager, at the applicant's expense, on forms prepared by the city attorney's office to the applicant and all other persons deemed by the oil and gas inspector to be affected thereby, and all owners of real property lying within six hundred (600) feet of the proposed location of the oil or gas well and the storage facility. Such notice is to be given not less than ten (10) business days before the date set for hearing to all such owners who have rendered their said property for city taxes as the ownership appears on the last approved city tax roll. Such notice may be served by depositing the same properly addressed and postage paid, in the city post office. Notice shall also be given by publishing the same in a

newspaper of general circulation in the city at least fifteen (15) business days prior to the date set for hearing, which notice shall state the time and place of such hearing; provided, however, all provisions contained herein with respect to the mailing and publishing of notices of hearing shall be deemed sufficient upon substantial compliance with this section. The city council may approve a permit for the drilling and operation of the well described in the application. The city council may designate such additional conditions concerning installation, operation, and maintenance of the proposed well site and/or storage facility, including but not limited to the following:

(1) Alternate location of the well due to adjacent land uses;

(2) Air-pollution control devices, air-pollution monitoring devices, and/or odor-control devices;

(3) Noise-control devices;

(4) Type of engine for the pump equipment;

(5) Height of the pump equipment during production;

(6) Fire-control measures at the drill and pump site;

(7) Fence or visual screening on the site of pump equipment and storage facilities;

(8) Landscaping on the site of pump equipment and storage facilities;

(9) Proof of contractual responsibilities of pump site and storage site maintenance;

(10) Blowout prevention control;

(11) Specific description of safety procedures required at the drill/pump site and the storage site;

(12) Special handling/storage of sludge/waste from the drill site;

(13) Special disposal of sludge/waste from the drill site;

(14) Location of storage facilities;

(15) Ingress/egress of vehicular traffic to the drill site and production site;

(16) Specific precautions proposed to prevent contamination of the water aquifer at the drill site;

(17) Specific proposal for source of water to be used during drilling operation;

(18) Specific requirements for route and location of (buried or aboveground) flow lines between the wellhead and storage facilities; or

(19) An emergency response plan establishing written procedures to minimize any hazard resulting from the drilling, completion, or producing of a well. Said plan shall use existing guidelines established by the RRC, the Texas Commission on Environmental Quality, the Texas Department of Transportation, the U.S. Department of Transportation, the Environmental Protection Agency, and/or the city fire code. This plan shall include a system of alarms to detect the loss of the well or any loss of containment integrity, access routes, and emergency contact information. A copy of the emergency response plan shall be kept on file with the city manager and on site. Said emergency response plan shall be updated annually.

~~(g)~~(d) Each permit issued under this article shall:

(1) By reference have incorporated therein all the provisions of this article with the same force and effect as if this article were copied verbatim in such permit;

(2) Specify the well location with lot number, block number, name of addition or subdivision, or other available correct legal description;

(3) Contain and specify that the term of such permit shall be for a period of one hundred eighty (180) days from the date of the permit and as long thereafter as the permittee is engaged in drilling operations with no cessations of such operations for more than ninety (90) days, or oil or gas is produced in commercial quantities from the well drilled pursuant to such permit. If at any time after discovery of oil or gas the production thereof in commercial quantities shall cease, the permit shall not expire if the permittee commences additional reworking operations within one hundred eighty (180) days thereafter, and if they result in the production of oil or gas, so long thereafter as oil or gas is produced in commercial quantities from such well;

(4) Contain and specify such conditions as are by this article authorized and such conditions that the city council may designate in accordance with this section; and

(5) Specify the total measured depth and the true vertical depth to which the well may be drilled. The true vertical depth may not exceed~~ing~~ the projected depth and may not exceed nine thousand six hundred eighty (9,680) feet. A greater depth shall require an additional permit and permit fee. The filing fee for the application shall be two thousand five hundred dollars ($2,500.00), until such time as the city council adjusts the fee in accordance with the provisions of section 1.03.004 of this code.

~~(h)~~(e) Such permit, in triplicate originals, shall be signed by the city manager, and prior to delivery to the permittee shall be signed by the permittee (with one original to be retained by the city manager, one filed with the city secretary, and one retained by the permittee); and when so signed shall constitute the permittee's drilling and operating license, and contractual obligation of the permittee to comply with the terms of such permit and the requirements of this article. The

director of planning shall keep a map that designates the location of all permitted wells and production units and the number of the permit for each well and production unit.

(1983 Code, sec. 14-144; Ordinance 8327, sec. 2 (19A-6), adopted 5/28/1982; Ordinance 8632, sec. 3, adopted 7/12/1984; Ordinance 2015-O0021 adopted 3/12/2015)

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed two hundred dollars ($200.00) as provided by Section 1.01.004 of the City Code of Ordinances.

SECTION ~~3~~4. THAT should any paragraph, sentence, clause, phrase or work of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION ~~4~~ 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.

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

**Meeting Date:** 12/01/2016

## Information

### Agenda Item

**Ordinance 2nd Reading – Right-of-Way:** Consider Ordinance No. 2016-O0154 abandoning and closing a portion of a 10-foot underground utility easement located in Section 44, Block AK, Lubbock, Lubbock County, Texas, near Iola and 29th Street.

### Item Summary

On October 27, 2016, the City Council passed the first reading of the ordinance.

This ordinance abandons and closes a portion of a 10-foot underground utility easement located in Section 44, Block AK. The easement is being closed for new development in the area.

All Utility Companies and Public Works Engineering are in agreement with the easement closure.

### Fiscal Impact

None

### Staff/Board Recommending

L. Wood Franklin, P.E. Director of Public Works

## Attachments

Abandon and Close - 10-foot Underground Utility Easement-Section 44 Block AK

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A PORTION OF A 10' UNDERGROUND UTILITY EASEMENT LOCATED IN SECTION 44, BLOCK AK LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2016.

Passed by the City Council on second reading this _____day of _____, 2016 .

_____
DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Chad Weaver, City Attorney

A&C-UUE –Section 44, Block AK
3.31.16

EXHIBIT "A"

AMD ENGINEERING, LLC

## 10' UNDERGROUND UTLITY EASEMENT CLOSURE

Metes and Bounds Description on a 0.101 Acre (4,402 Sq. Ft.) tract of out of Section 44, Block AK, Lubbock County, Texas, and being more particularly described as follows:

BEGINNING at a point in the North line of Tract "A", West End Addition to the City of Lubbock, Lubbock County, Texas, as recorded in County Clerk File Number 2013037855, Official Public Records of Lubbock County, Texas, for the Southeast and beginning corner of this easement, whence the Southeast corner of Section 44, Block AK bears S01°51'33"W, a distance of 1380.01 feet and S88°08'27"E, a distance of 2640.23 feet;

Thence N88°06'33"W, along the North line of said Tract "A", West End Addition, a distance of 10.00 feet to a point for the Southwest corner of this easement;

Thence N01°45'00"E, a distance of 440.22 feet to a point in the West Plat Limits of Tract "B", West End, an Addition to the City of Lubbock, Lubbock County, Texas, as recorded in County Clerk File Number 2015007906, Official Public Records of Lubbock County, Texas, for the Northwest corner of this easement;

Thence S88°12'58"E, along the West Plat Limits of said Tract "B", West End, an Addition, a distance of 10.00 feet to a point for the Northeast corner of this easement;

Thence S01°45'00"W, a distance of 440.24 feet to the Point of Beginning.

Containing 0.101 Acres (4,402 Sq. Ft.) more or less.

Basis of Bearings: Texas State Plane Coordinate System North Central Zone (NAD83) based on OPUS GPS observations.

Job No. 15229

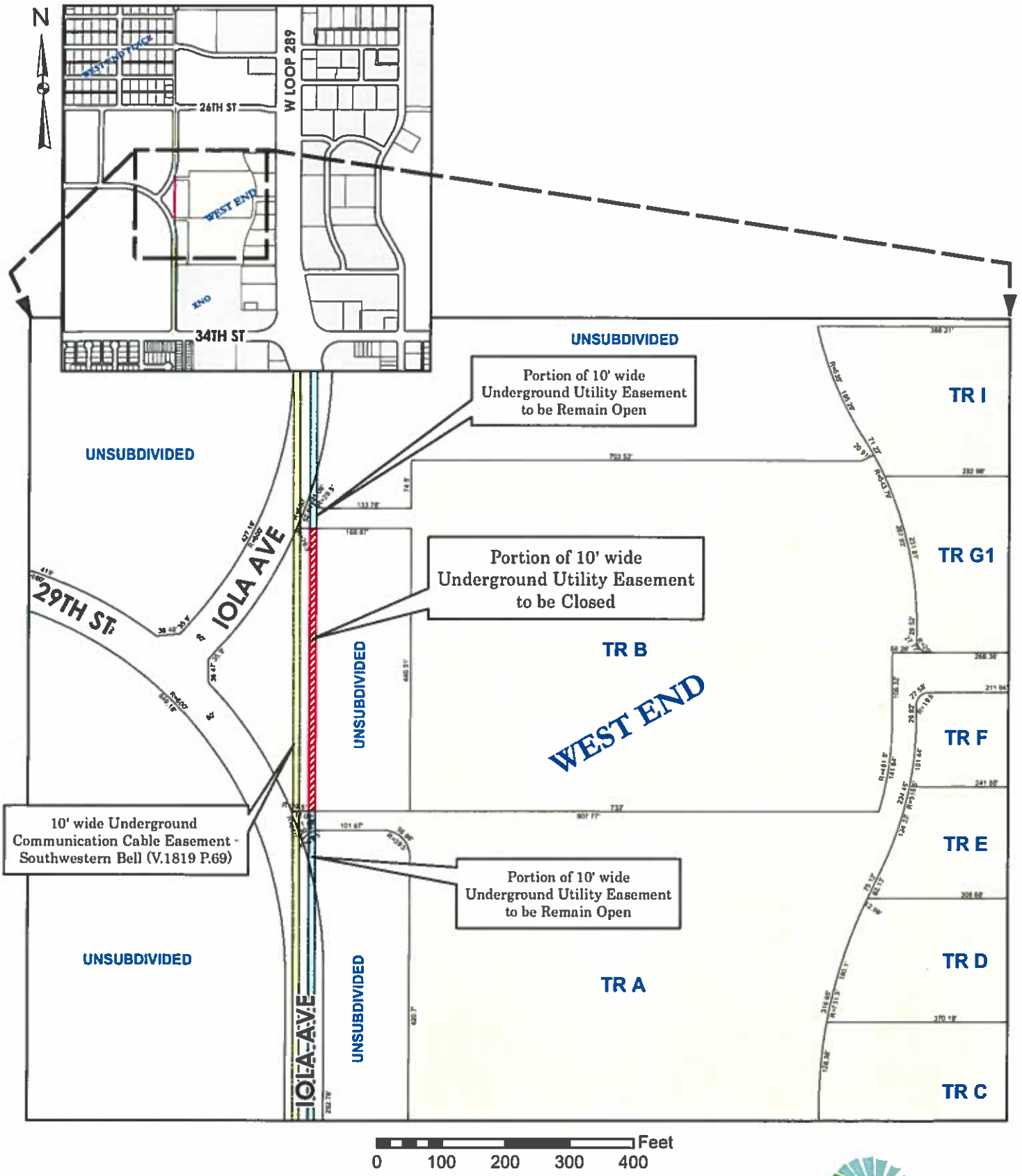
February 22, 2016

Charles Lynn Sawyer
Registered Professional Land Surveyor No. 5809

STATE OF TEXAS
REGISTERED
CHARLES LYNN SAWYER
5809
PROFESSIONAL
LAND SURVEYOR

P:\2015\15229-ALOFT WEST END\SURVEYING\FIELDNOTE DESCRIPTIONS\15229-S44BAK-EAST UUE-CLOSURE.doc

# Proposed Closing of a Portion of a 10' wide Underground Utility Easement as Dedicated by V. 1210 P. 19 and Located East of Iola Avenue between Tracts A & B, West End Place Addition

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City of Lubbock TEXAS

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

**Meeting Date:** 12/01/2016

## Information

### Agenda Item

**Ordinance 2nd Reading - Right-of-Way:** Consider Ordinance No. 2016-O0140 abandoning and closing a 44-foot temporary drainage easement located south of Avenue T and 100th Street, in Section 10, Block E, Lubbock, Lubbock County, Texas, 10007 Avenue U.

### Item Summary

On September 22, 2016, the City Council approved the first reading of the ordinance.

This ordinance abandons and closes a 44-foot temporary drainage easement located in Section 10 Block E, Lubbock, Lubbock County, Texas. This tract is being platted, and closing the easement is necessary to accommodate new lots as they are being developed. Storm Water Engineering is in agreement with the closure.

### Fiscal Impact

None.

### Staff/Board Recommending

L. Wood Franklin, P.E. Director of Public Works

## Attachments

Ordinance - Closure Temporary Drainage Easement - Section 10 Block E

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A 44' TEMPORARY DRAINAGE EASEMENT LOCATED IN SECTION 10, BLOCK E, LUBBOCK COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____, 2016.

Passed by the City Council on second reading this _____, 2016.

_____
DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Chad Weaver, City Attorney

A&C-Ord.DE-Section 10, Block E
8.25.16

# AMD ENGINEERING, LLC

EXHIBIT "A"

## 44' TEMPORARY DRAINAGE EASEMENT CLOSURE

Metes and Bounds description on a 0.82 acre (35,723 sq. ft.) tract of land out of Section 10, Block E, Lubbock County, Texas, and being further described by metes and bounds as follows:

Beginning at in the South line of a 20 foot alley and the Plat Limits of Stonebridge Community, an Addition to the City of Lubbock, Lubbock County, Texas, for the most Northerly Northwest corner of this tract, whence the Northeast corner of Section 10, Block E bears N00°03'16"W, a distance of 1011.77 feet and N89°56'49"E, a distance of 1937.10 feet;

Thence N89°56'44"E, along said South line of said Plat Limits, a distance of 44.00 feet to a point for the Northeast corner of this easement;

Thence S00°03'16"E, a distance of 76.49 feet to a point for the Southeast corner of this easement;

Thence S79°20'10"W, a distance of 644.62 feet to a point for a corner of this easement;

Thence S64°14'51"E, a distance of 132.14 feet to a point for a corner of this easement;

Thence N00°06'50"E, a distance of 48.90 feet to a point for the most Westerly Northwest corner of this easement;

Thence N64°14'51"E, a distance of 116.63 feet to a point for a corner of this easement;

Thence N79°20'10"E, a distance of 613.92 feet to a point for a corner of this easement;

Thence N00°03'16"W, a distance of 39.97 feet to to the Point of Beginning.

The basis of bearing for the information shown hereon is relative to the North line Sun Country North Subdivision (Volume 7237, Page 312).

Job No. 14184

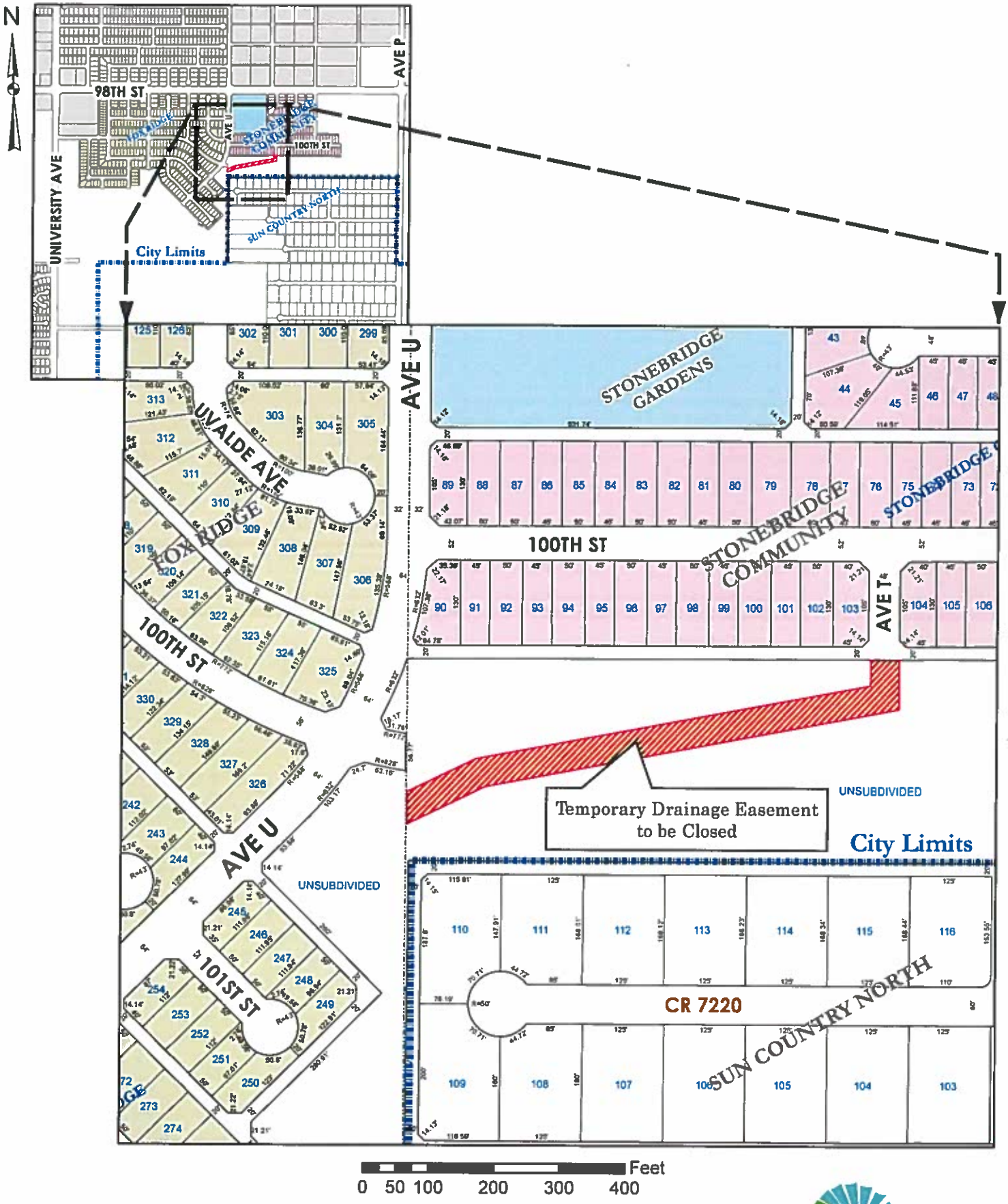
August 24, 2016

Charles Lynn Sawyer
Registered Professional Land Surveyor No. 5809

STATE OF TEXAS
REGISTERED
CHARLES LYNN SAWYER
5809
PROFESSIONAL
LAND SURVEYOR

P:\2014\14184-STONEBRIDGE COMMUNITY\SURVEYING\FIELDNOTE DESCRIPTIONS\14184-44 FOOT TEMP DRE-CLOSURE.doc

# Proposed Closing of a Temporary Drainage Easement (CCFN 2006049742) Located South of 100th Street and East of Avenue U

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City of Lubbock TEXAS

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

**Meeting Date:** 12/01/2016

## Information

### Agenda Item

**Ordinance 1st Reading – Right-of-Way:** Consider an ordinance abandoning and closing a 10-foot wide water line easement located in Lot 2A, Holiday Park Addition, located at 4702 4th Street.

### Item Summary

This ordinance abandons and closes a 10-foot wide water line easement located in Lot 2A, Holiday Park Addition, which is located at Toledo Avenue and 4th Street. The exisitng water line easement was placed in an incorrect location. A new easement will be dedicated to replace the closure.

Water Engineering is in agreement with the easement closure.

### Fiscal Impact

None.

### Staff/Board Recommending

L. Wood Franklin, P.E., Director of Public Works

## Attachments

Ordinance - Water Line Easement Holiday Park Addition

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A TEN (10) FOOT WIDE WATER LINE EASEMENT LOCATED IN LOT 2A HOLIDAY PARK ADDITION, LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2016.

Passed by the City Council on second reading this _____day of _____, 2016

_____
DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Dave Booher

Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Ryan Brooke, Assistant City Attorney

A&C-Water line Easement–Lot 2A, Holiday Park Addn
11.9.16

# AMD ENGINEERING, LLC

EXHIBIT "A"

## 10' WATER LINE EASEMENT CLOSURE

Metes and Bounds Description on a 0.210 Acre (9,168 Sq. Ft.) tract of land out of Lot 2-A, a Replat of Lot 2, Holiday Park Addition to the City of Lubbock, Lubbock County, Texas, recorded in County Clerk File Number 2016025312, Official Public Records of Lubbock County, Texas, and out of Section 22, Block A, Lubbock County, Texas, and being more particularly described as follows:

BEGINNING at a point for the Southwest and beginning corner of this easement, whence the Southwest corner of said Lot 2-A, Holiday Park Addition bears N88°10'33"W, a distance of 10.00 feet;

Thence N01°49'27"E, a distance of 34.94 feet to a point for the Northwest corner of this easement;

Thence S88°10'33"E, a distance of 10.00 feet to a point for a corner of this tract;

Thence S01°49'27"W, a distance of 19.92 feet to a point for a corner of this tract;

Thence S88°10'33"E, a distance of 881.90 feet to a point for the Northeast corner of this easement;

Thence S01°55'14"W, a distance of 10.00 feet to a point for the Southeast corner of this easement;

Thence N88°10'33"W, a distance of 881.89 feet to a point for a corner of this tract;

Thence S01°49'27"W, a distance of 5.02 feet to a point for a corner of this tract;

Thence N88°10'33"W, a distance of 10.00 feet to the Point of Beginning.

Containing 0.210 Acres (9,168 Sq. Ft.) more or less.

Bearings are based on the Final Plat of Lot 2-A, a Replat of Lot 2, Holiday Park Addition (S88°10'33"E).

Distances are actual surface distances.

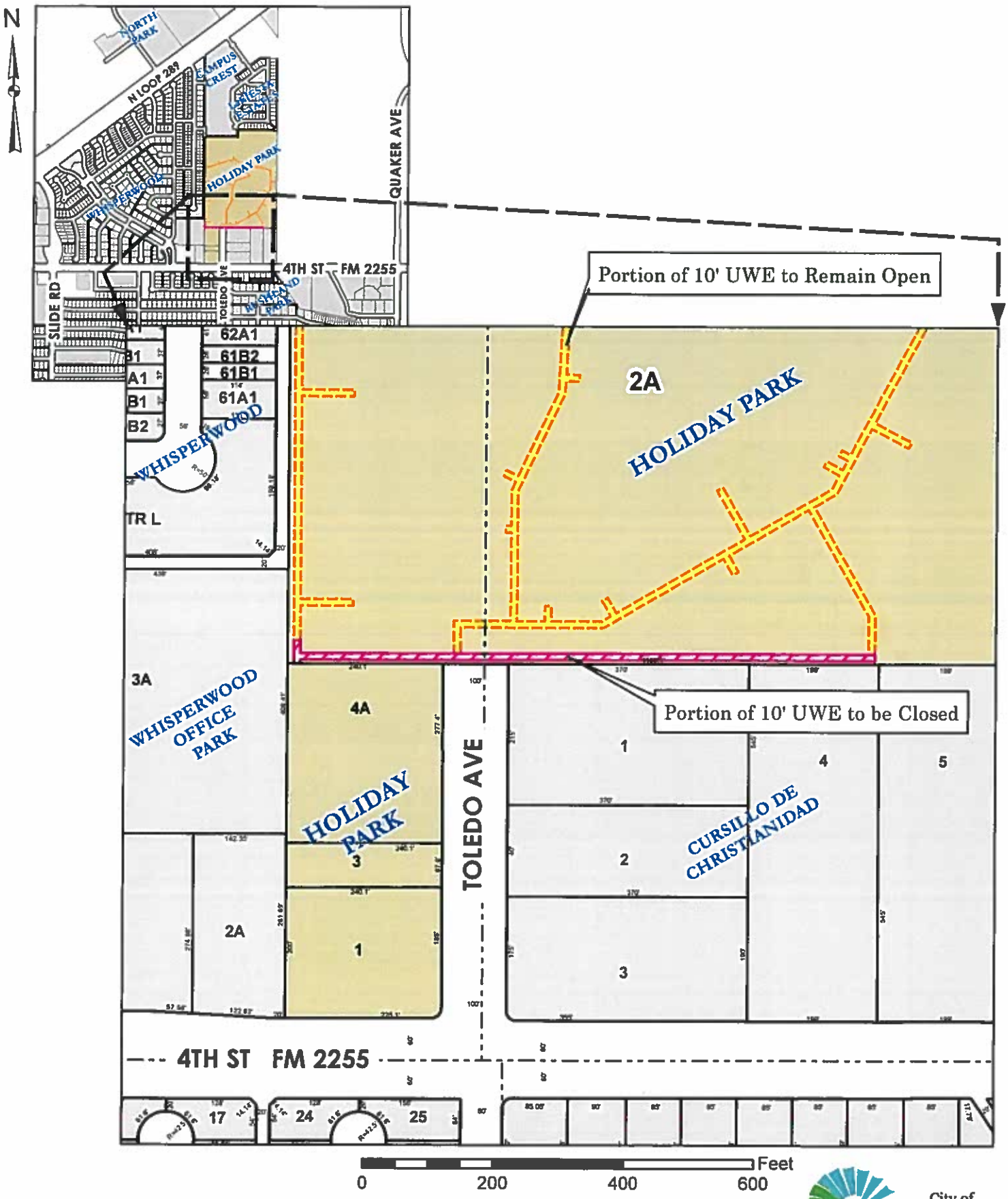
Job No. 15224

November 8, 2016

Charles Lynn Sawyer
Registered Professional Land Surveyor No. 5809

STATE OF TEXAS
REGISTERED
CHARLES LYNN SAWYER
5809
PROFESSIONAL
LAND SURVEYOR

# Proposed Closing of a Portion of a 10' wide Underground Water Line Easement (UWE) Located in Lot 2A, Holiday Park Addition

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City of Lubbock TEXAS

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

**Meeting Date:** 12/01/2016

## Information

### Agenda Item

**Ordinance 1st Reading – Right-of-Way:** Consider an ordinance abandoning and closing a Lubbock Power and Light (LP&L) aerial easement and a portion of a drainage and storm water easement located in Lot 306B Midway Park, 5110 29th Drive.

### Item Summary

An LP&L Aerial Easement and a portion of a drainage and storm water easement located in Lot 306B Midway Park are requested to be closed. The closures are due to new development on this tract of land.

Public Works Engineering and LP&L are in agreement with the closures.

### Fiscal Impact

None.

### Staff/Board Recommending

L. Wood Franklin, P.E., Director of Public Works

## Attachments

Ordinance - LP&L Aerial Easement, Midway Park

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING AN LP&L AERIAL EASEMENT AND A PORTION OF A DRAINAGE AND STORMWATER EASEMENT LOCATED IN LOT 306B MIDWAY PARK LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2016.

Passed by the City Council on second reading this _____day of _____, 2016 .

_____
DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Ryan Brooke, Assistant City Attorney

A&C-LP&L-Aerial Easement, Lot 306B, Midway Park
11.2.16

LAND SURVEYORS
CIVIL ENGINEERS

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

**Legal Description**

All of that certain aerial easement, as depicted on and granted by the subdivision plat of Lot 306-B, Midway Park Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 4439, Page 307 of the Real Property Records of Lubbock County, Texas.

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

LAND SURVEYORS
CIVIL ENGINEERS

EXHIBIT "B"

METES AND BOUNDS DESCRIPTION of a 0.4077 acre portion of a Drainage and Storm Water Easement, as described in Volume 1261, Page 609, of the Deed Records of Lubbock County, Texas (DRLCT), being further described as follows:

BEGINNING at a fence post found in the North line of a 15 foot alley as described in Volume 490, Page 99, DRLCT, the South line of said drainage and storm water easement, at the most Easterly Southeast corner of Lot 306-B, Midway Park Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 4439, Page 307 of the Real Property Records of Lubbock County, Texas (RPRLCT), the same being the Southeast corner of this tract;

THENCE S. 55°43'41" W., along the Southern boundary of said Lot 306-B, the Southern boundary of said drainage and storm water easement and the North line of said 15 foot alley, a distance of 20.19 feet to a 60 penny nail set for the Southwest corner of said drainage and storm water easement;

THENCE N. 34°14'08" W., along the West line of said drainage and storm water easement, a distance of 201.04 feet to an "x" cut in concrete set in the South line of a 30 foot drainage and storm water easement as granted by plat recorded in Volume 1261, Page 616, DRLCT;

THENCE S. 78°34'32" W, along the Southern boundary of said 30 foot drainage and storm water easement, a distance of 336.46 feet to a 60 penny nail set in the West line of a 20 foot underground utility easement as dedicated by plat recorded in Volume 4439, Page 307 RPRLCT, for a corner of this tract;

THENCE N. 09°01'40" W., along the West line of said 20 foot underground utility easement, a distance of 30.03 feet to a 60 penny nail set in the North line of said 30 foot drainage easement, for a corner of this tract;

THENCE N. 78°34'32" E., along the North line of said 30 foot drainage and storm water easement a distance of 322.58 feet to an "x" cut in concrete set in the West line of said drainage and storm water easement;

THENCE N. 34°14'08" W, along the West line of said drainage and storm water easement, a distance of 156.42 feet to a 60 penny nail set for the Northwest corner of said Drainage and Storm Water Easement and a corner of this tract;

THENCE N. 55°43'41" E., along the North line of said drainage and storm water easement, a distance of 20.19 feet to a 60 penny nail set in the Eastern boundary of said Lot 306-B for the Northeast corner of this tract;

THENCE S. 34°14'08" E., along the Eastern boundary of said Lot 306-B, a distance of 390.00 feet to the Point of Beginning.

Contains: 17,760 square feet

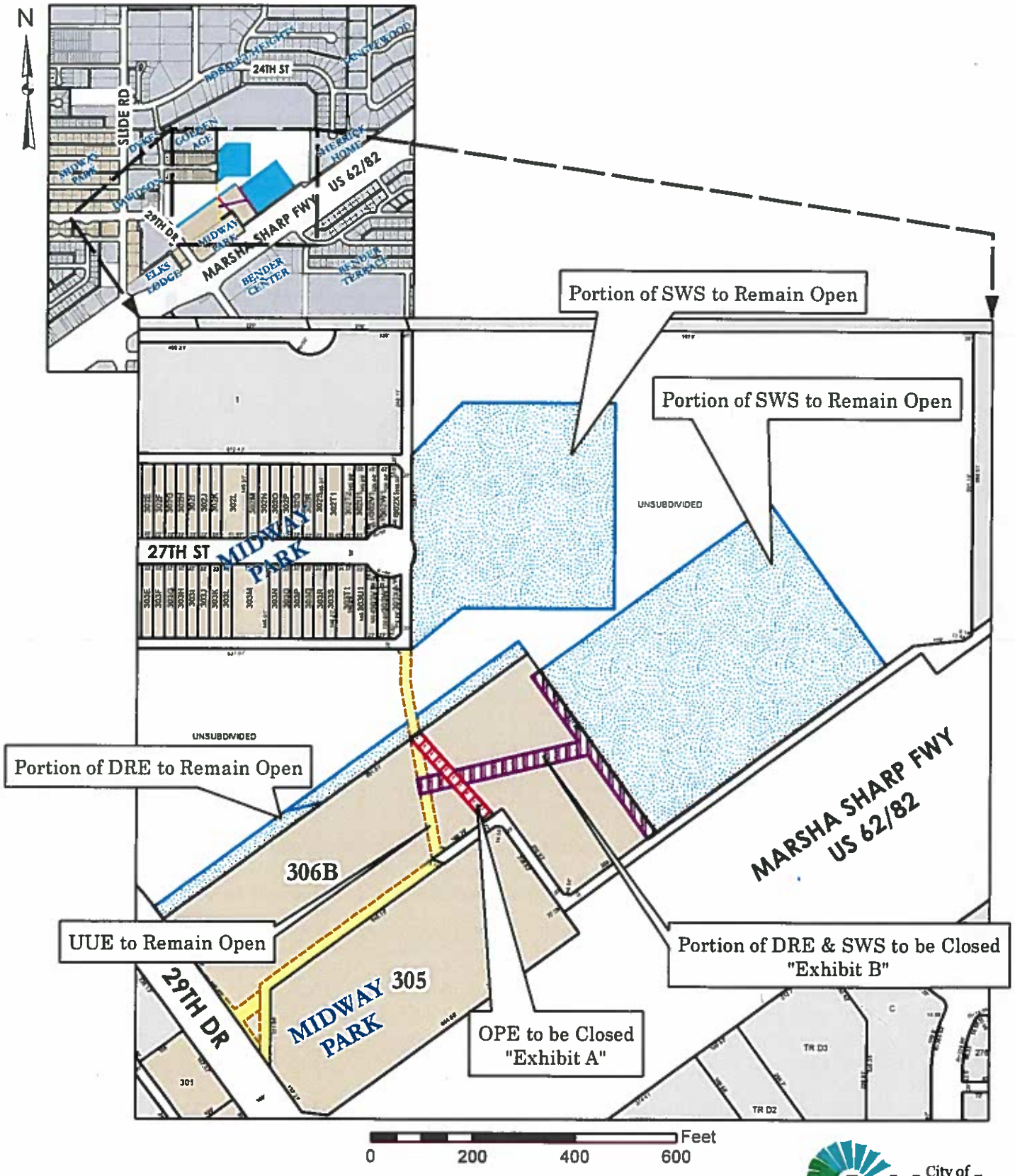
Bearings are relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, (2011, epoch 2010.0). Distances shown are surface, U.S. Survey feet.

October 11, 2016

STATE OF TEXAS
REGISTERED
BRENT CARROLL
5410
PROFESSIONAL
LAND SURVEYOR

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

Proposed Closing of an Aerial Easement (OPE)
as Dedicated by Plat on Lot 306B, Midway Park Addition (V4439 P307) - Exhibit A
and a Portion of a Drainage and Stormwater Storage Easement (DRE & SWS)
as Dedicated by V1261 P609 Located within Lot 306B, Midway Park Addition - Exhibit B

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City of Lubbock TEXAS

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

**Meeting Date:** 12/01/2016

## Information

### Agenda Item

**Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute an Alley Use License to Community Health Center of Lubbock, for the use of a portion of a dedicated alley for a power line and irrigation shelf located between Lot 2, Block 1, Original Town of Lubbock, Lubbock County, Texas, and Tract C Ratliff Addition, 1610 5th Street.

### Item Summary

The Alley Use License was issued to Community Health Center of Lubbock for the right, privilege, and license to use a portion of a dedicated alley for a power line and irrigation shelf. The term of the license is for five (5) years with automatic extensions for successive five-year terms up to a total of twenty (20) years, payable every five (5) years. The license fee for each five-year period is $500.

Public Works Engineering and all utility companies are in agreement with the Alley Use License.

### Fiscal Impact

$500 to the General Fund.

### Staff/Board Recommending

L. Wood Franklin, P.E., Director of Public Works

## Attachments

Resolution - Alley Use License

Alley Use License - Community Health Center

**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Alley Use License, by and between the City of Lubbock and Community Health Center of Lubbock, and all related documents. Said License is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council this _____, 2016.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

# ALLEY USE LICENSE

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

This License made this _____ day of _____, 2016, being the date of this Agreement between the **CITY OF LUBBOCK, TEXAS,** a Home Rule Municipal Corporation, and **COMMUNITY HEALTH CENTER OF LUBBOCK,** a Texas 501 c(3) organization. hereinafter called "LICENSEE."

WITNESSETH:

Subject to the terms, conditions, and provisions herein, the **CITY OF LUBBOCK** does hereby grant to the LICENSEE, the right, privilege and License to use a portion of dedicated alley for a power line and irrigation shelve as described in Exhibit "A."

The term of this License shall be for five (5) years from date hereof, and shall be automatically extended for successive five (5) year terms not to exceed twenty (20) years in any event unless either party shall give written notice of termination to the other party before the expiration of the first, second or third five (5) year term, as the case may be, and the CITY OF LUBBOCK retains the right at its election to cancel and revoke this License, with or without cause, upon thirty (30) days notice to LICENSEE. Said notice shall be deemed properly served if deposited in the post office, postage paid, addressed to LICENSEE at **1610 5th Street, Lubbock, TX 79401,** or the last known address of LICENSEE.

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

1. LICENSEE shall pay to the CITY OF LUBBOCK as compensation for such grant the sum of FIVE HUNDRED AND NO/100 ($500.00) cash in advance contemporaneously with the acceptance and execution hereof by LICENSEE for the first five (5) year term of this License, and thereafter such rate of compensation may be changed for each succeeding five (5) year term by the CITY OF LUBBOCK to a rate of compensation which is based on procedures and policies as established by the City Council of the CITY OF LUBBOCK, based on an appraisal of the fair market value of such land by the Right-of-Way Department of the CITY OF LUBBOCK, as applied to the formula for determining such rate established by the City Council. If such rate is not changed by the CITY OF LUBBOCK, the rate for the preceding five (5) year term shall apply. The CITY OF LUBBOCK shall notify the LICENSEE of any change in rates in writing ninety (90) days before the start of the five (5) year term to which such change in rate shall apply, and if such notification is not made, then the rate for the preceding five (5) year term shall apply.

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

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

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

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

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

General Liability Insurance. Owner shall maintain general liability insurance with a combined single limit of a minimum of $100,000 per occurrence and such insurance shall include the following:

- Bodily Injury and Property Damage
- Broad Form Contractual Liability

Owner 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. Such Certificate of Insurance shall name the City of Lubbock as an additional insured and must include wording which states that the policy shall be primary with respect to any insurance carried by City of Lubbock and be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

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

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

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

CITY OF LUBBOCK

By: _____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

AGREED TO AND ACCEPTED this _____ day of _____, 2016.

Licensee:

**COMMUNITY HEALTH CENTER OF LUBBOCK**

By: _____

Printed Name: Michael Sullivan

Title: CEO

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2016.

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

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Michael Sullivan, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as an act and deed of said **Community Health Center of Lubbock.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE this October 28th day of October, 2016.

Notary Public in and for the State of Texas
My Commission Expires: 11-29-18

SANDRA SANCHEZ
MY COMMISSION EXPIRES
November 29, 2018

Alley Use Lic- Community Health Ctr of Lubbock
10.19.16

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-8642 / FAX 806/763-3801
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

LAND SURVEYORS
CIVIL ENGINEERS

EXHIBIT
tabbies
"A"

METES AND BOUNDS DESCRIPTION of a 2.00 foot wide strip of land located in the public alley between Tract "C", Ratliff Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in County Clerk's File Number 2012029721, Lubbock County, Texas, and Lots 1 through 6, Block 1, Original Town of Lubbock, according to the map, plat and/or dedication deed thereof recorded in Volume 5, Page 384, Deed Records of Lubbock County, Texas, said 2-foot wide strip being 1.00 feet either side of the following described centerline:

BEGINNING AT A POINT IN THE East line of a public alley and in the West line of Lot 2, Block 1, said Original Town, which bears S. 01°36'27" W. a distance of 39.82 feet from a 1/2" iron rod with cap marked "HUGO REED ASSOC" found at the Northwest corner of said Lot 1;

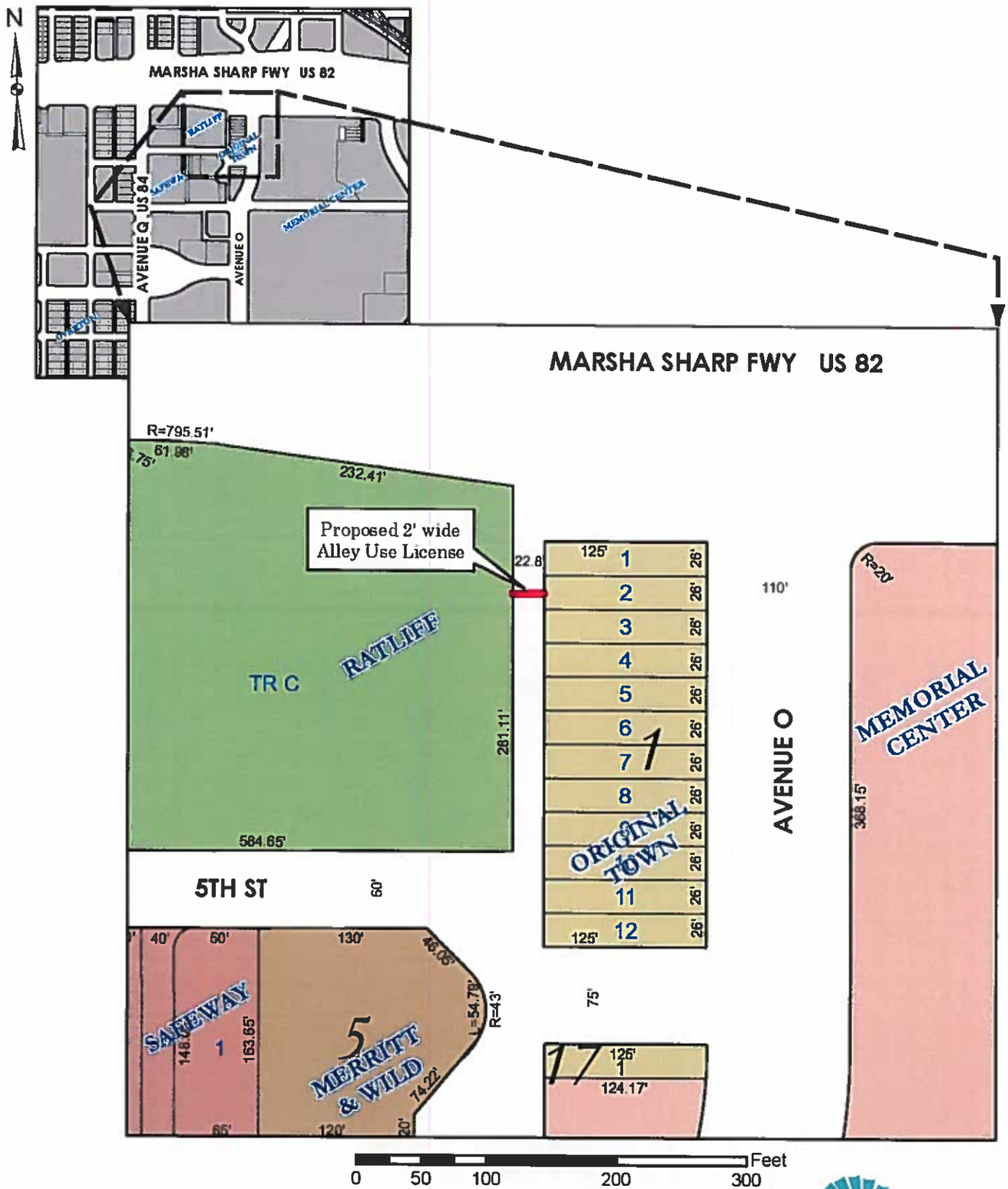
THENCE N. 89°07'46" W. a distance of 24.30 feet to a point of terminus in the East line of said Tract "C" and in the West line of said public alley from which an "X" chiseled in concrete found at the Northwest corner of said Tract "C" bears N.01°49'21" E. a distance of 84.58 feet.

Surveyed on the ground,
November 24, 2014

Robert A. Christopher
Registered Professional Land Surveyor No. 5167
Licensed State Land Surveyor
State of Texas

STATE OF TEXAS
REGISTERED
ROBERT A. CHRISTOPHER
5167
PROFESSIONAL
LAND SURVEYOR

Proposed 2' wide Alley Use License
Located Between Lot 2, Block 1, Original Town of Lubbock
and Tract C, Ratliff Addition




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

City of Lubbock TEXAS

**Regular City Council Meeting** **5. 12.**

**Meeting Date:** 12/01/2016

## Information

### Agenda Item

**Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a monitoring well permit to Reagor Dykes Auto Company, L.P., for an alley right-of-way monitoring well permit located in the alley south of Lot 20, Block 133, Original Town of Lubbock, Lubbock County, Texas, 1005 Broadway Avenue.

### Item Summary

This groundwater monitoring well permit allows Reagor Dykes Auto Company, L.P., to drill one ground water monitoring well in the alley right-of-way, in Block 133, Original Town of Lubbock. The Texas Commission on Environmental Quality (TCEQ) has requested this additional monitoring well off-site in addition to the well already drilled on their property. The term of this permit is for five (5) years with automatic extensions for successive five-year terms, not to exceed a total of twenty (20) years. A fee of $500 is assessed for each five year term. All utilities are in agreement with the monitoring well.

### Fiscal Impact

$500 to the General Fund.

### Staff/Board Recommending

L. Wood Franklin, P.E., Director of Public Works

## Attachments

Resolution - Public Grounds Monitor Well Permit

Public Grounds Monitor Well Permit - Reagor Dykes Auto Company

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Street Use License and/or City Public Grounds Monitor Well Permit with associated documents, between the City of Lubbock and Reagor Dykes Auto Company, L.P. 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 this _____ day of _____.

_____
DAN M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
L. Wood Franklin, P.E., Director of Public Works

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

Res.StUseLic-Reagor Dykes Auto Company, LP
11.8.16

**STREET/USE AND/OR CITY**
**PUBLIC GROUNDS MONITOR WELL PERMIT**

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

This indenture made this _____ day of _____, 2016, being the date of this Agreement between the **CITY OF LUBBOCK, TEXAS,** a Home Rule Municipal Corporation, and **REAGOR DYKES AUTO COMPANY, L.P.,** hereinafter called "PERMITTEE."

WITNESSETH:

Subject to the terms, conditions and provisions herein, the CITY OF LUBBOCK does hereby grant to the PERMITTEE, the right, privilege and license to use portions of dedicated streets and/or alleys and/or City public grounds for a groundwater monitoring well, to-wit:

**BEGINNING at the southwest corner of Lot 20, Block 133, Original Town of Lubbock;**

THENCE East 20 feet along south property boundary;

THENCE South 5 feet;

THENCE West 2 feet;

THENCE North 2 feet; to the beginning.

The term of this grant shall be for five (5) years from date hereof, and shall be automatically extended for successive five (5) year terms not to exceed twenty (20) years. In any event unless either party shall give written notice of termination to the other party before the expiration of the original or any subsequent five (5) year term, as the case may be, and the CITY OF LUBBOCK retains the right at its election to cancel and revoke this permit with or without cause upon thirty (30) days prior written notice to the PERMITTEE. Said notice shall be deemed properly serviced if deposited in the post office, postage paid, addressed to PERMITTEE at the last known address of PERMITTEE. Application fee for this permit is TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250.00) and is non-refundable.

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

1. PERMITTEE shall pay to the CITY OF LUBBOCK as compensation for such grant the sum of **FIVE HUNDRED AND NO/100 DOLLARS ($500.00)** cash in advance contemporaneously with the acceptance and execution hereof by PERMITTEE for the first five (5) year non-refundable term of this permit, and thereafter such rate of compensation may be changed for each succeeding five (5) year term by the CITY OF LUBBOCK to a rate of compensation which is based on procedures and policies as established by the City Council of the CITY OF LUBBOCK. If such rate is not changed by the CITY OF LUBBOCK, the rate for the preceding five (5) year term shall apply. The CITY OF LUBBOCK shall notify the PERMITTEE of any change in rates in writing before the start of the five (5) year term to which such change in rate shall apply, and if such notification is not made, then the rate for the preceding

five (5) year term shall apply. This first five (5) year **FIVE HUNDRED AND NO/100 DOLLARS ($500.00)** fee shall be tendered in the form of a certified or cashier's check prior to the placing of the request for this permit on the City Council Agenda. This five (5) year fee is only refundable if this permit request is turned down by the City Council.

2. The PERMITTEE agrees to pay all costs arising out of the exercise of this permit herein granted including, but not limited to the replacement and repairing of paving, sidewalks and utilities of any nature occasioned by the construction as authorized by this permit. PERMITTEE must utilize all necessary construction barricades, warning signs and traffic control devices, in accordance with the Texas Manual on Uniform Traffic Control Devices (T.M.U.T.C.D.), when drilling the monitor well, inspecting the monitor well or testing of water samples and removal of the monitor well. All drilling fluids and cuttings are to be emptied at Texas Water Commission approved sites and not be emptied onto City streets, alleys, or City owned property.

3. In the event the CITY OF LUBBOCK determines that the existence of such use interferes with or causes the rerouting or realignment of any public utility, franchised utility or sanitary or storm sewer line constructed or to be constructed by the CITY OF LUBBOCK, or franchised utility, the PERMITTEE agrees to reimburse the CITY OF LUBBOCK or such utility, as the case may be, for its expense in relocating or rerouting over and above the expense which would have been incurred except for PERMITTEE'S use herein. All work is to be done in compliance with local, State and Federal laws and regulations.

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

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

6. If the street or alley area is ever widened and the well is found to be located in the portion to be widened and must be relocated, Permittee must fill the old well and drill a new well at Permittee's sole expense. This new well, if required by the Texas Water Commission, could be located on City owned property and permittee will be reasonable for additional licensing costs.

7. After completion, the well shall be permanently filled and capped to the requirements of the City, the Underground Water Conservation District, the TCEQ or other applicable specifications. In general, the finished surface shall be left in a condition at least as good as that which existed prior to the drilling operations.

8. PERMITTEE agrees and is <u>required</u> to furnish a policy of public liability and property damage insurance within limits as follows:

**Commercial General Liability Insurance**

| | |
|---|---|
| Amount – Bodily Injury | $500,000 each occurrence |
| Property Damage | $100,000 each occurrence and |

**OR**

**Commercial General Liability Insurance**

| | |
|---|---|
| Amount | $600,000 combined single Limit each occurrence and in the aggregate |

Solely at Permittee's expense, Permittee shall do one of the following things:

(1) Permittee may furnish a separate insurance policy showing the City of Lubbock as named insured; or

(2) Permittee may furnish an insurance certificate showing the City of Lubbock as an additional named insured by endorsement on Permittee's insurance policy.

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

10. PERMITTEE, by its acceptance of the uses permitted herein, understands and agrees that no interest, title or rights of possession are intended or implied except those expressly set forth herein, and PERMITTEE waives any and all claims in and to the public way PERMITTEE is permitted to use hereby and agrees to give peaceful possession of said property covered herein upon termination or cancellation of this permit.

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

Written notices required hereunder shall be mailed to the City of Lubbock, addressed to the City Manager, P.O. Box 2000, Lubbock, Texas 79457. Written notices required hereunder should be mailed to the PERMITTEE, **Reagor Dykes Auto Company, L.P., 1215 Avenue J, Lubbock, Texas, 79401.**

CITY OF LUBBOCK

By: _____
Daniel M. Pope, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Dave Booher, Right-of-Way Agent

L. Wood Franklin, P.E., Director of Public Works

APPROVED AS TO FORM:

Ryan Brooke, Assistant City Attorney

AGREED TO AND ACCEPTED this _____ day of _____, 2016.

PERMITTEE: Reagon Dykes Auto Company, L.P.
ADDRESS: 1215 Avenue J
Lubbock, Texas 79401

BY: _____

PRINT: SHANE SMITH

TITLE : CFO / TREASURER

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared **Daniel M. Pope,** Mayor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of the CITY OF LUBBOCK and as MAYOR, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2016.

Notary Public in and for the State of Texas

Printed or Typed Name of Notary

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared Shane Smith, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and as act and deed of aforesaid PERMITTEE.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of November, 2016.

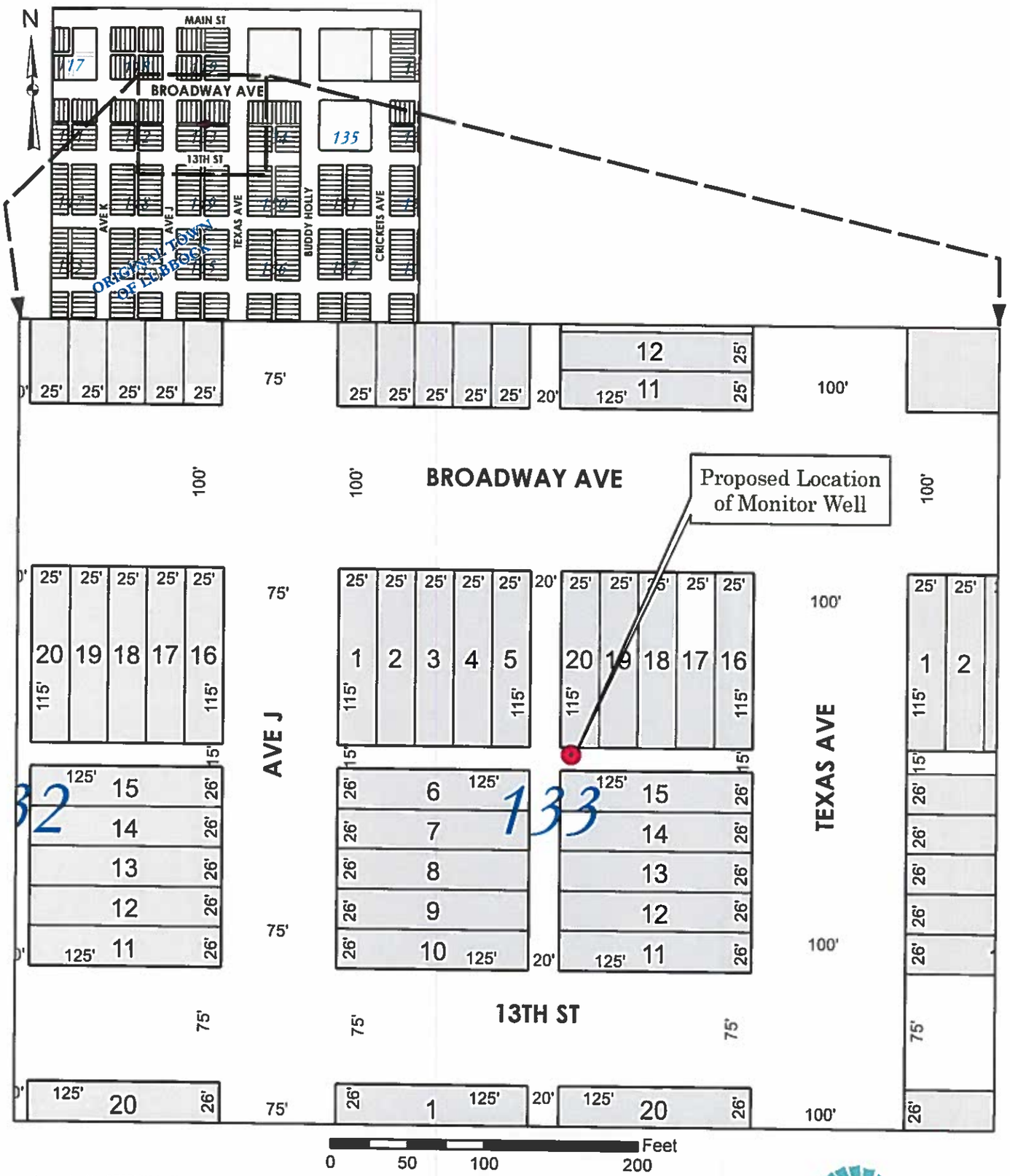
Belen Gomez
Notary Public in and for the State of Texas

BELEN GOMEZ
Notary Public, State of Texas
My Commission Expires 10-13-2019

Belen Gomez
Printed or Typed Name of Notary

RB/Permits/Reagor Dykes Auto Company, LP
11.8.16

**Proposed Location of Monitor Well Within the 15' Alley**
**Adjacent to the South Line of Lot 20, Block 133, Original Town of Lubbock**




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

City of Lubbock TEXAS

**Regular City Council Meeting** **5. 13.**

**Meeting Date:** 12/01/2016

## Information

### Agenda Item

**Resolution - Health Department:** Consider a resolution authorizing and directing the Mayor of the City of Lubbock to execute for and on behalf of the City of Lubbock, a Memorandum of Understanding (MOU) between the City of Lubbock and the Texas Department of State Health Services (DSHS) to allow access to the Texas Syndromic Surveillance system for the purpose of monitoring the health of the community.

### Item Summary

The Texas Department of State Health Services is establishing a public health syndromic surveillance system to support the ongoing analysis of data to search for combinations of signs and symptoms of disease in a population, which is expected to be useful in: identifying and responding to naturally occurring diseases such as influenza and food-borne illness, detecting and mitigating the effects of terrorist incidents, and serving other public health uses.

This MOU will provide access to the syndromic surveillance system for City of Lubbock Health Department staff. This system will be an additional tool for staff to use to support ongoing public health disease surveillance activities.

### Fiscal Impact

None.

### Staff/Board Recommending

Scott Snider, Assistant City Manager

## Attachments

DSHS MOU

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 Memorandum of Understanding ("MOU") with the Texas Department of State Health Services ("DSHS") regarding accessing electronic health data ("Limited Data Set") through the Texas Syndromic Surveillance ("TxS2") system for the purpose of supporting public health syndromic surveillance to protect the health of the citizens of Texas. Said MOU 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 _____, 2016.

_____

**DANIEL M. POPE, MAYOR**

**ATTEST:**

_____

Rebecca Garza, City Secretary

**APPROVED AS TO CONTENT:**

_____

Katherine Wells, Director of Public Health

**APPROVED AS TO FORM:**

_____

Ryan S. Brooke, Assistant City Attorney

**DEPARTMENT OF STATE HEALTH SERVICES**

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) 2017-049672-001is entered into by and between the Texas Department of State Health Services (DSHS) and City of Lubbock_____ ("Local Health Department" or "LHD"), who are collectively referred to herein as the "Parties."

This MOU provides the Parties' roles and responsibilities regarding accessing electronic health data (referred to herein as Limited Data Set) through the Texas Syndromic Surveillance (TxS2) system for the purpose of supporting public health syndromic surveillance to protect the health of the citizens of Texas. The Limited Data Set will, at a minimum, meet requirements for the Medicare and Medicaid Electronic Health Record (EHR) Incentive Programs for the meaningful use of certified EHR technology to improve patient care. More information on the Limited Data Set can be found at http://www.dshs.state.tx.us/txs2.

LHD intends to access the Limited Data Set, as set forth in this MOU, to support the ongoing analysis of data to search for combinations of signs and symptoms of disease in a population, which is expected to be useful in: identifying and responding to naturally occurring diseases such as influenza and food-borne illness, detecting and mitigating the effects of terrorist incidents, and serving other public health uses consistent with applicable law. Any other uses of the Limited Data Set are prohibited.

**I. Roles and Responsibilities of Parties.**

The Parties will:

**A.** Access and receive the Limited Data Set in a secure, confidential manner in compliance with all applicable federal and state laws governing the protection of health-related information.

**B.** Use industry best practices to secure, protect, and manage the Limited Data Set. If LHD exports data from the system, LHD assumes responsibility for the security and privacy of the exported data.

**C.** Use and share data for public health purposes only or as otherwise permitted by law or this MOU.

**D.** Not attempt to determine the identity of, nor contact any person whose information is contained in the Limited Data Set unless such actions are necessary as part of a public health investigation or otherwise fall within the authority of the Party, as provided by Texas or federal law.

**E.** Promptly provide written notice to the other Party of any use or disclosure of the Limited Data Set which violates the terms of this MOU or applicable law.

## II. Roles and Responsibilities of DSHS.

DSHS will:

A. Develop and maintain the TxS2 system to receive the Limited Data Set from Data Providers.

B. Receive and store data in one or more servers located in a secure data environment maintained by DSHS.

C. Provide policies and procedures for requesting access and using TxS2. Policies and procedures will be posted at http://www.dshs.state.tx.us/txs2.

D. Provide the following authorized users with access, as specified, to view and analyze data:

1. LHDs participating in TxS2 will have access to the Limited Data Set for all of the counties within the Health Service Region (HSR) that the LHD resides and aggregated statewide data.
2. Hospitals that participate in TxS2 will have access to all data within their facility and aggregate statewide data.
3. The Applied Physics Laboratory at Johns Hopkins University will have access to data as needed for system maintenance.
4. The Centers for Disease Control and Prevention (CDC), to whom DSHS sends syndromic surveillance data in support of the National Syndromic Surveillance Program.
5. All other government agencies with whom DSHS, by law, must share data.

E. Sponsor trainings and provide technical assistance on TxS2 usage and capabilities.

F. Remove user access to TxS2 as requested by the LHD within five business days of receipt of the LHD's written request.

G. Maintain a list of all authorized users of TxS2 and upon written request by the LHD, provide the list of authorized users within that LHD's HSR to the requesting LHD within five business days.

H. Acknowledge LHD's written requests for access to the Limited Data Set to anyone not authorized to view data as provided in this MOU within 10 business days.

## III. Roles and Responsibilities of LHD.

LHD will:

A. Comply with all DSHS policies and procedures for requesting access and using TxS2. Policies and procedures will be posted at http://www.dshs.state.tx.us/txs2.

B. Provide a list of designated personnel authorized to access TxS2, following the DSHS policies and procedures for requesting access to TxS2.

C. Participate in DSHS-sponsored training on TxS2 usage and capabilities.

D. Notify DSHS of designated personnel that no longer have authorization to view TxS2 within five days.

E. Maintain a list of all authorized users of TxS2 and upon written request by DSHS, provide the list of authorized users to DSHS within five days.

F. Use the Limited Data Set for enhanced surveillance of public health conditions or threats, early event detection, situational awareness, retrospective analysis, and other public health uses.

G. Not use or disclose the Limited Data Set other than as provided by this MOU or as otherwise provided by law.

H. Submit a written request to DSHS and obtain written permission from DSHS prior to providing access to the Limited Data Set to anyone not authorized to view data as provided in this MOU.

I. Ensure that any authorized agents, including a subcontractor, to whom it provides the Limited Data Set agrees to the same restrictions and conditions to the Parties in this MOU and in compliance with applicable federal and state law.

J. Not assign this MOU without the prior written consent of DSHS.

## IV. Term of the MOU.

The MOU is effective on the date of the latter signature of the Parties and terminates on the fifth anniversary of the effective date, unless renewed or terminated pursuant to the terms and conditions of this MOU. The Parties may extend this MOU for one additional five-year term, subject to terms and conditions mutually agreeable to the Parties. The Parties agree to review this MOU on an annual basis and provide written notice to the other party if one party determines that there is material change to the MOU. If the Parties agree that the MOU needs to be amended then the Parties will execute a written amendment as provided for in Section V.

## V. Amendments.

Amendments to this MOU shall be in writing and signed by the Parties.

## VI. Termination of MOU.

Either DSHS or LHD may terminate by providing written notice to the other Party at least 30 days prior to the date of termination and sending the written notice by certified mail, return receipt requested to the Party's Primary Contact as set forth below. The effective date of termination is the date the nonterminating party receives the notice.

## VII. Primary Contacts.

All communications between the Parties shall be made through the primary contacts or their designees to the maximum extent possible. The primary contacts are:

For DSHS:

Syndromic Surveillance Team
DSHS
P.O. Box 149347, Mail Code 1926
Austin, TX 78714-9347
(512) 776-7770 (Office)
(512) 776-7509 (Fax)
syndromic.surveillance@dshs.state.tx.us

For LHD:

James Loomis
City of Lubbock
P.O. Box 2000
Lubbock, Texas 79457
(806) 775-2003
Jloomis@mylubbock.us

By signing below, the Parties acknowledge that they have read the MOU and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this MOU on behalf of the named party.

| DSHS | LHD |
|---|---|
| By:_____ | By:_____ |
| Signature of Authorized Official | Signature of Authorized Official |
| _____ | _____ |
| Date | Date |
| _____ | _____ |
| Printed Name and Title | Printed Name and Title |

Approved as to form: Assistant City Attorney

Ryan S. Brooke
State Bar No.
24090011

APPROVED AS TO CONTENT: Katina Wells

Attest:_____
Rebecca Garza, City Secretary

**Regular City Council Meeting** **5. 14.**

**Meeting Date:** 12/01/2016

## Information

### Agenda Item

**Resolution - Fleet Services**: Consider a resolution authorizing the Mayor to execute Purchase Order Contract 31030108 with Comprehensive Communication Services, LLC. for the purchase of a Mobile Emergency Response Center, DIR Contract SDD-2026.

### Item Summary

The $175,662.39 Purchase Order Contract 31030108 is for the purchase of one Mobile Emergency Response Center from Comprehensive Communication Services, LLC., of Terrell, Texas. This 42' fifth-wheel style trailer will be used by the City of Lubbock Police Administration Department. The purchase is made available through the State of Texas Department of Information Resources (DIR) Contract DIR-SDD-2026. Texas Local Government Code Chapter 271.083 authorizes local governments to acquire hardware, software, and other Information Technology products through the DIR program. Pursuant to the Texas Government Code Chapter 791.025, purchases from DIR contracts meet competitive bid requirements.

### Fiscal Impact

This item has been approved in the FY 2016-17 Criminal Investigations Fund operating budget and the Edward Byrne Memorial Justice Assistance Grant (JAG) 2014 Grant. Criminal Investigations will fund $90,169.89 and the JAG 2014 Grant will fund the remaining $85,492.50.

### Staff/Board Recommending

Scott Snider, Assistant City Manager
Greg Stevens, Chief of Police

## Attachments

PO 31030108 and Reso

**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. 31030108 for the purchase of Police Command Trailer, by and between the City of Lubbock and Comprehensive Communication Services, LLC of Rockwall, 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 _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Attorney

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

kl/RES.Comprehensive Communication Services, LLC-PurchaseOrd
November 8, 2016

City of Lubbock TEXAS

# PURCHASE ORDER

Page - 1
Date - 11/07/2016
Order Number 31030108 000 OP
Branch/Plant 3526

TO:
COMPREHENSIVE COMMUNICATION SERVICES LLC
519 EAST I-30 #225
ROCKWALL Texas 75087

SHIP TO:
CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK Texas 79404

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

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 11/07/2016 Freight
Requested 06/01/2017 Taken By S SUMMERS
Delivery PER D GAMBOA REQ #48773 DIR-SDD-2026

| Description/Supplier Item | Ordered | Unit Cost | UM | Extension | Request Date |
|---|---|---|---|---|---|
| Police Command Trailer | 1.000 | 175,662.3900 | EA | 175,662.39 | 06/01/2017 |

Total Order 175,662.39

Terms NET 30

This purchase order encumbers funds in the amount of $175,662.39 awarded Comprehensive Communication Services, LLC. of Rockwall, TX on December 1, 2016. The following is incorporated into and made part of this purchase order by reference contract DIR-SDD-2026 Comprehensive Communication Services, LLC. of Rockwall, TX Resolution #_____

CITY OF LUBBOCK

_____
Daniel M. Pope, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

**Comprehensive Communication Services, LLC**
**15501 State Highway 205**
**Terrell, TX 75160**
**Office: (972)772-2721**
**Email: gwcollins@ccscontact.net**

| | | | |
|---|---|---|---|
| Customer: | City of Lubbock Police Department | Date | 11/7/2016 |
| Project Name: | Mobile Emergency Response Center (MERC) | Quote Number: | CCS-2239 |
| DIR #: | SDD-2026 | Website: | www.comprehensivecom.net |

# *PROJECT QUOTATION*

We at CCS are pleased to provide a MERC Lite quote for the City of Lubbock Police Department. The MERC is a registered product brand name with the US Trademark and Patent Office and stands for Mobile Emergency Response Center.

**Scope of Work:** CCS will provide one (1) custom manufactured MERC 42 fifth wheel style trailer that will serve as a mobile command center equipped with a AVL 1.0 Meter auto-acquire satellite system, 12 months prepaid satellite service with 10 days per month (extra days at $80.00 per day),two Cisco IP Phones with local Lubbock DID numbers, work station compartment, Direct TV auto acquire satellite and HD receiver, a small kitchenette and restroom area with hot and cold water, a conference room, and a storage/ generator compartment. The MERC unit will be set up as a dual axle trailer equipped with two Dexter 10,000 pound axles. The MERC will be powered by a Cummins Onan QD commercial 12,000 watt diesel generator with a 35 gallon tank equipped with an easy access drain plug. Three roof mounted 15,000 BTU Coleman Mach Heating and AC pumps will keep the trailer at an optimum working temperature.

A 40 foot pneumatic will be mounted on the rear of the trailer to allow for deployment of an infrared camera, radio antennas, cellular antennas, and wifi antennas. The mast is controlled by dual Vair 200 psi air compressors and air tank mounted in the generator compartment. The mast will be equipped with 4 removable antenna arms ( for radio antennas, wifi, cameras, etc.) , 2 exterior LED lights for nighttime operation, and a Nycoil conduit prewired with 3 LMR 400 Cables, 4 CAT5e cables, and 4 12 gauge power cables. All exterior wiring is terminated into a patch panel located in an equipment rack inside the trailer. The roof of the trailer will also be equipped with two antenna raceways with 8 NMO whip antenna mounts per raceway.

The work station area will be equipped with 7 work stations, 2 of which will reside in a slide out on the road side of the trailer. All work stations will be equipped with the specified power and date scheme and will be equipped with swivel chairs that are secured to the counter. File cabinets will be added as specified and overhead custom metal cabinets will be installed for storage. A 42 inch Samsung HD LED tv will be installed with a DVD player and a 42 U equipment cabinet for onboard electronics.

The conference room area will be set up with a removable conference table with 7 roll around chairs and a padded work bench. Dry erase boards will be installed as specified and a 32 inch Samsung HD LED tv. There will be an electric slide out in this area on the road side of the MERC.

The base flooring of the trailer will be aluminum (no wood) covered with a black coin patter rubber flooring. The trailer will be insulated with a spray in polyurethane and the walls and ceiling will be covered with a .40 white aluminum. Gray wall coating will be added where specified and tie down points will be added throughout the trailer to secure items during transport. LED lighting will be used throughout the trailer interior.

Below are the complete build out details:

| Qty | Description |
|---|---|
| 1 | **MERC 42 FOOT FIFTH WHEEL STYLE COMMAND CENTER TO INCLUDE:** |
| 2 | Dexter 10,000 lb torflex axle, electric brakes, EZ Lube spindle type, 1/2 stud size, cambered, 885 bolt pattern, 96 hub face, painted |
| 5 | Custom aluminum racing wheel and tire with spare |
| 4 | center wheel caps |
| 2 | roof mount vents |
| 2 | dry erase boards (24 inch) |
| 1 | 7 pin trailer adapter |
| 3 | Coleman Mach 15,000 BTU AC Heat Pump |
| 2 | safety chains |
| 1 | solar battery charger - roof mount |
| 1 | Powermax PM3-45 amp 12 volt smart battery charger |
| 3 | black low profile file cabinets |
| 1 | Fuel Line Hose |
| 1 | breakaway switch |
| 5 | Black bedliner for treating trailer frame |
| 5 | Undercoating primer |
| 10 | running lights |
| 6 | brake lights |
| 1 | license plate light |
| 2 | reflective side marking tape |
| 1 | door hinges for all doors |
| 1 | door locks for all doors |
| 1 | 24 foot side awning with middle support bar |
| 1 | Hydraulic Auto Leveling System |
| 2 | Custom slide outs |
| 1 | Generator exhaust custom pipe |
| 1 | 50 amp shore power inlet - Park Power 6353ELRV 50 AMP 125/250V Standard RV Inlet |
| 1 | 20 amp power outlet weatherproof |
| 1 | Shore Power 15 amp adapter |
| 1 | VIAIR Air Compressor 380C 200 PSI Dual Performance Value Pack - Pewter |
| 2 | Interstate 12 volt battery |
| 2 | battery box |
| 2 | battery cables to generator |
| 2 | 4 gauge cable from generator to breaker box |
| 1 | air hose for mast |
| 3 | black silicone |
| 4 | metallic silicone |
| 1 | Cummins Onan 12,000 watt diesel generator |
| 1 | 35 gallon fuel tank |
| 1 | fuel sending unit |
| 1 | fuel gauge - auto meter 1318 artic white |
| 1 | fuel bung |
| 1 | fuel cap |
| 1 | gas conduit to tank |

| | |
|---|---|
| 1 | 42 U Mid Atlantic equipment rack |
| 4 | 4 post rack shelf |
| 1 | 40 foot pneumatic mast with controller and mounting bracket |
| 1 | AVL 1.0 meter carbon fiber auto acquire satellite with modem and controller |
| 1 | One Year Prepaid Sat Service (5X2) with 10 usage days and 1 test day per month. Any days over 11 days are billed at $80.00 per day |
| 1 | Direct TV auto acquire HD satellite and receiver |
| 1 | grounding rod and cable |
| 1 | fabricated metal control panel |
| 1 | Gray wall covering material |
| 18 | soundboard insulation 1 1/2 72" X 80" |
| 1 | Black coin rubber flooring |
| 2 | Wilson Art adhesive |
| 2 | Exterior access doors with locks |
| 1 | Custom aluminum cabinets |
| 1 | Custom work stations |
| 2 | Folding stainless steel handrail system for door entrys |
| 6 | exterior windows with sliding glass |
| 1 | full length rain gutters |
| 4 | Exterior telescoping flood lights 500 watts |
| 2 | 80 amp sinewave power inverters |
| 4 | Ace Hardware door trim (contractor package) |
| 4 | D-rings for tie down points (contractor package) |
| 1 | 100 amp power transfer panel |
| 1 | Removable conference table |
| 7 | Work station chairs |
| 8 | Conference room chairs |
| 1 | 42 inch Samsung LED HD TV with wall mount |
| 1 | 32 inch Samsung LED HD TV with wall mount |
| 1 | bench seating with padding |
| 1 | kitchenette area with microwave, min-frig and coffee pot |
| 1 | Bathroom with waste cassettes, stainless steel sink, vanity, mirror, and tankless water heater |
| 2 | water tanks for trailer |
| 1 | Nighttracker infrared day/night camera with 36X zoom, motorized mount |
| 1 | 12 Slot Breaker Box 100 amp 16 circuit |
| 12 | 20 amp breakers |
| 1 | Complete data/electrical interior wire package |
| 1 | 12 volt fuse box with fuses |
| 8 | Quad Electrical Outlet with metal cover |
| 2 | Dual Electrical Outlet with metal cover |
| 1 | Kill switch |

| | |
|---|---|
| 2 | Cisco VoIP Phones with Lubbock DID Service (prepaid for 1 year) |
| 1 | aluminum antenna raceways with 8 NMO mounts |
| 1 | custom mounting plate for mast |
| 70 | Nycoil conduit per foot |
| 1 | Liquid tight conduit for roof |
| 4 | Liquid tight connectors |
| 1 | metal junction box for mast |
| 1 | LED lights for mast (pair) |
| 12 | bulkhead adapters |
| 6 | LMR400 cable endpoints |
| 8 | LMR200 cable endpoints |
| 1 | LMR400 cable (500 foot spool) |
| 1 | LMR200 cable(box) |
| 1 | 12 Gauge Power Cable for mast |
| 1 | Powder Coating |
| 1 | Laser cutting |
| 1 | Nycoil pull through charges |
| 1 | CAT5e patch panel |
| 1 | Spray in polyurethane insulation |
| 2 | Weatherproof cable access cover |
| 1 | Internal LED lighting System |

**Considerations:** CCS is a Texas based company operating out of the Dallas, TX area and is an approved State of Texas DIR Contract Holder (DIR SDD-2026). Our contract detail can be found at www.ccs-dir.com . Over the past 8 years CCS has provided more mobile command center trailers in Texas off the State Contract than any other manufacturer including build outs for the Texas National Guard, Texas Dept. of Public Safety, Harris County Sheriff's Office, City of Dallas Police Department, FEMA, City of Tyler Fire Department, FBI, University of Texas, and many more. A reference list is provided with our proposal.

**Proposal Notes:**

1. All prices are quoted in USD and will remain firm and in effect for 90 days – 1 MERC trailer.
2. This Quote does not include anything outside the above stated bill of materials.
3. Complete system includes one (1) year parts and labor warranty, extended warranty options are available.
4. Transport charges are not included for trailer delivery.
5. All Texas DIR procurement guidelines are adhered to.
6. Training will be conducted onsite at customer facility.

**Quoted by: Gary Collins** **Phone: 972-772-2721** **email: gwcollins@ccscontact.net**

| **MERC Lite Project** | **Extended Total: $175,662.39** | |
|---|---|---|
| **Accepted By:** | **Date:** | **P.O#** |

**Regular City Council Meeting** **5. 15.**

**Meeting Date:** 12/01/2016

## Information

### Agenda Item

**Resolution - Fleet Services**: Consider a resolution authorizing the Mayor to execute Purchase Order Contract 31030306 with Kinloch Equipment and Supply, Inc., for the purchase of one (1) 2016 Elgin Street Sweeper.

### Item Summary

The $272,123 purchase order with Kinloch Equipment and Supply, Inc. of Pasadena, Texas is for the purchase of one (1) 2016 Elgin Street Sweeper. This unit will be used by the Street Cleaning Department. This purchase order is in accordance with Buyboard cooperative: This 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

$289,900 is appropriated in Capital Improvement Project 92443, Storm Water Vehicle Replacement FY 2016-17, with $273,900 available for this purchase.

### Staff/Board Recommending

Scott Snider, Assistant City Manager
Wood Franklin, P.E., Director of Public Works

## Attachments

Reo and PO for Eagle
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, Purchase Order No. 31030306 for the purchase of Eagle Broom Sweeper as per Buy Board 420-13, 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 _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

kl/RES.Kinloch Equipment & Supply, Inc.-PurchaseOrd
November 15, 2016

City of Lubbock TEXAS

# PURCHASE ORDER

Page - 1
Date - 11/15/2016
Order Number 31030306 000 OP
Branch/Plant 3526

TO:
KINLOCH EQUIPMENT & SUPPLY INC
3320 PASADENA BLVD
PASADENA Texas 77503

SHIP TO:
CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK Texas 79404

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

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 11/15/2016 Freight
Requested 06/30/2017 Taken By S SUMMERS
Delivery PER D GAMBOA REQ #48866 BUYBOARD 420-13/QTE 2016-17516

| Description/Supplier Item | Ordered | Unit Cost | UM | Extension | Request Date |
|---|---|---|---|---|---|
| Eagle Broom Sweeper | 1.000 | 272,123.0000 | EA | 272,123.00 | 06/30/2017 |

Total Order

Terms NET 30 272,123.00

This purchase order encumbers funds in the amount of $272,123.00 awarded Kinloch Equipment & Supply, Inc. of Pasadena, TX on December 1, 2016. The following is incorporated into and made part of this purchase order by reference BuyBoard Contract 420-13/Quote 2016-17516 Kinloch Equipment & Supply, Inc., of Pasadena, TX Resolution #_____

CITY OF LUBBOCK

_____
Daniel M. Pope, Mayor

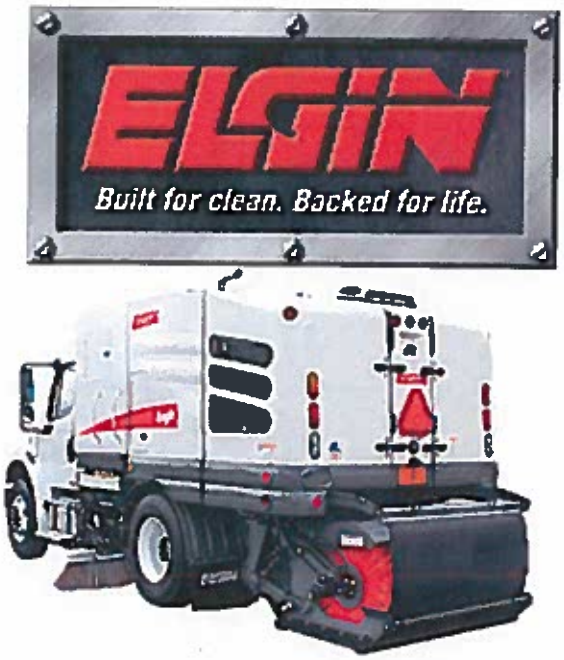
ATTEST:

_____
Rebecca Garza, City Secretary

Kinloch
Equipment & Supply, Inc.

**Presents a Proposal Summary**

of the




Eagle

Eagle Broom Street Sweeper with Dual Side Brooms

for

LUBBOCK TX, CITY OF
206 MUNICIPAL DRIVE
LUBBOCK, TX 79403
US

Rick Mehrhoff
Tel: 817-613-6032

Quote Number: 2016-17516

2016-06-22 15:12:59

**PRODUCT DESCRIPTION**

· Hydraulically driven left and right side brooms and variable height, right side dumping, 4.5 cubic yard hopper, sweeper is powder coated from powder coatings chart 2003/N with powder coated gray undercarriage.

**STANDARD FEATURES**

· Aux-engine;
· Two-stage dry type with restriction indicator (at engine) and precleaner
· Broom side, in-cab reversable, 46 "steel vertical digger 5 segment
· Broom side, pneumatic floating suspension, pneumatic deploy
· Broom, main, 34" diameter, 60" wide prefab disposable
· Camera, Rear with in-cab monitor
· Conveyor, cleated belt, adjustable height
· Conveyor flush out system
· Conveyor raise in reverse
· Conveyor stall alarm
· Dirt shoes, rubber
· Electric backup alarm
· Engine, sweeper, diesel, tier 4 FINAL, 74 HP
· Hopper inspection door
· Hopper,4.5 cu yd with window and skylight
· Hopper up visual/audible indicator
· Hopper, variable high dump, 38" -10'
· Hopper lift, dual scissors, 10,000 lbs
· Hose, hydrant fill, 16'8" (5080 mm) with strainer and coupling
· Hydraulic oil level gauge and in-cab level light
· Lights, automatic backup
· Lights, combination tail/stop, separate amber signal
· Lights, flood light, one per broom left,right,and main broom (3)
· Manuals, operator and parts
· Rear broom cover and anti-carryover wrap
· Rear broom spray bar
· Reflectors, set of 2
· Sweep resume / raise in reverse
· Tactile controls for all sweep functions
· Tool storage
· Water fill, anti-siphon
· Water level indicator in-cab
· Water Pump, electric diaphragm
· Water tank, molded polyethylene, 360 gallon total nominal capacity
· Sweeper Painted Standard White
· Chassis Painted Standard White
· Red Logo

**ADDITIONAL FEATURES**

· 2016 M2 Dual Steer
· AM/FM/CD Radio
· Right Hand Bostrom Air 905 Cloth Hi-Back
· (1) Spare Chassis Key
· Extended Sidebroom Reach Right Hand
· Carbide Single Row Dirt Shoes
· Air Purge for Water System
· Hydraulic Temperature Shutdown

· (1) Extra Key - Auxiliary Engine
· Package A : LED Stop/Tail/Turn Lights
· Package B : Rear Mounted Arrowstick
· 2 1/2 Lb. Fire Extinguisher
  - Additional complete Conveyor Cassette
  -

**Buy Board Total:** $272,123.00

**Buy Board Contract Number 420-13**

**Please remember Price indicated includes Special Requests**

Price valid for 30 Days from date of 11/07/2016

Product Model: EAGLESTANDARD
Product Model: EAGLESTANDARD
Proposal Date: 10/19/2016
Quote Number: 2016-17516
Price List Date: 2/5/2016
P.O. Number:

Payment Terms:

Proposal Notes:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Elgin Sweeper Company prior to submittal of customer purchase order
3. All prices quoted are in US Dollars unless otherwise noted.

SIGNED BY:

_____ Date: _____

## LIMITED WARRANTY

ELGIN SWEEPER COMPANY warrants each new machine manufatured by it against defects in material and workmanship provided the machine is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of twelve (12) months from the date of delivery to the original user-purchaser.

ELGIN SWEEPER COMPANY will cause to be repaired or replaced, as the Company, may elect, any part or part of such machine which the Company's examination discloses to be defective in material or workmanship.

Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ELGIN SWEEPER COMPANY.

The ELGIN SWEEPER COMPANY warranty shall not apply to:

1. Major components or trade accessories such as but not limited to, trucks, engines, tires or batteries that have a separate warranty by the original manufacturer.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as but not limited to, broom filters, broom wire, shoe runners and rubber deflectors.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by ELGIN SWEEPER COMPANY.
5. Repairs, modifications or alterations without the consent of ELGIN SWEEPER COMPANY which, in the Company's sole judgment, have adversely affected the machine's stability or reliability.
6. Items subjected to misuse, negligence, accident or improper maintenance.

The use in the product of any part other than parts approved by ELGIN SWEEPER COMPANY may invalidate this warranty. ELGIN SWEEPER COMPANY reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty.

Nothing contained in this warranty shall make ELGIN SWEEPER COMPANY liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

TO THE EXTENT LIMITED BY LAW, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND **FITNESS FOR A PARTICULAR PURPOSE.**

This warranty is also in lieu of all other obligations or liabilities on the part of ELGIN SWEEPER COMPANY, including but not limited to, liability for incidental and consequential damages on the part of the Company or the seller.

ELGIN SWEEPER COMPANY makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine.

No person or affiliated company representative is authorized to give any other warranties or to assume any other liability on behalf of ELGIN SWEEPEAR COMPANY in connection with the sale, servicing or repair of any machine manufactured by the Company.

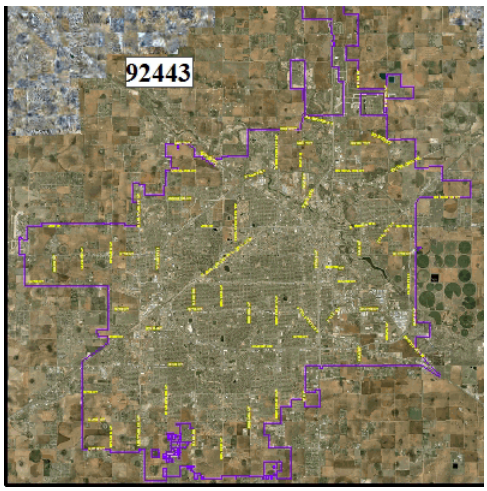
ELGIN SWEEPER COMPANY reserves the right to make design changes or improvements in tis products without imposing any obligation upon itself to change or improve previously manufactured products.

**City of Lubbock, TX**
**Capital Project**
**Project Cost Detail**
**December 1, 2016**

| | |
|---|---|
| Capital Project Number: | 92443 |
| Capital Project Name: | Storm Water Vehicle Replacement FY 16-17 |

| | Budget |
|---|---|
| *Encumbered/Expended* | |
| Concrete Saw | $ 15,415 |
| *Agenda Item December 1, 2016* | |
| Street Sweeper | 272,123 |
| ***Encumbered/Expended To Date*** | 287,538 |
| *Estimated Costs for Remaining Appropriation* | |
| Vehicles | 2,362 |
| ***Remaining Appropriation*** | 2,362 |
| **Total Appropriation to Date** | $ 289,900 |

*Project Name* **Storm Water Vehicle Replacement FY 16-17** *Project Number* **92443**




*Managing Department* **Stormwater Utility**

*Project Manager* **Mike Gilliland**

*Project Classification* **New Equipment/Fleet**

*Project Status* **Approved**

*Project Scope*
This project is for the annual vehicle replacement for Storm Water Fund.

6512 Street Cleaning
Sweeper (replace V72008208) – 273,900

6513 Storm Water Maintenance
Concrete Saw (replace V02008012)– 8,000
Concrete Saw (replace V02008023)– 8,000

*Project Justification*
Replacement of vehicles and equipment that are at the end of their useful life.

*Project History*
$289,900 was appropriated in the FY 2016-17 Budget, Ord. No. 2016-O0135, September 8, 2016.

| | | | Unappropriated Planning Years | | | | | |
|---|---|---|---|---|---|---|---|---|
| *Appropriation Detail* | Appropriation to Date | FY 2016-17 | FY 2017-18 | FY 2018-19 | FY 2019-20 | FY 2020-21 | FY 2021-22 | Total Project Amount |
| Other Activities | 0 | 289,900 | 0 | 0 | 0 | 0 | 0 | 289,900 |
| **Total Project Appropriation** | 0 | 289,900 | 0 | 0 | 0 | 0 | 0 | 289,900 |

| | | | Unappropriated Planning Years | | | | | |
|---|---|---|---|---|---|---|---|---|
| *Funding Detail* | Funding to Date | FY 2016-17 | FY 2017-18 | FY 2018-19 | FY 2019-20 | FY 2020-21 | FY 2021-22 | Total Funding |
| FY 2017 Storm Water Pay-As-You-Go | 0 | 289,900 | 0 | 0 | 0 | 0 | 0 | 289,900 |
| **Total Funding Sources** | 0 | 289,900 | 0 | 0 | 0 | 0 | 0 | 289,900 |

**Regular City Council Meeting** **5. 16.**

**Meeting Date:** 12/01/2016

## Information

### Agenda Item

**Resolutions - Fleet Services**: Consider two (2) resolutions authorizing the Mayor to execute Contract 13033 with Advance Stores Company, Inc., dba Advance Auto Parts of Lubbock, Texas, and Contract 13120 with South Plains Battery, Inc. dba IBS of the South Plains of Lubbock, Texas, ITB 16-13033-KM for automotive batteries.

### Item Summary

The $28,989 annual contract with Advance Stores Company, Inc. dba Advance Auto Parts of Lubbock, Texas and the $31,298 annual contract with South Plains Battery, Inc. dba IBS of the South Plains of Lubbock, Texas will enable fleet Services to secure annual pricing for automotive batteries used in City of Lubbock Fleet vehicles.

Three vendors submitted bids:

| | |
|---|---|
| Advance Stores Company, Inc. dba Advance Auto Parts (Primary) | $ 28,989 |
| South Plains Battery Inc. dba IBS of the South Plains (Secondary) | 31,298 |
| O'Reilly Auto Enterprises LLC | 39,758 |

Staff recommends award to the two lowest bidders Advance Stores Company, Inc. dba Advance Auto Parts (Primary) and South Plains Battery Inc. dba IBS of the South Plains (Secondary). The contract terms are for one (1) year with the option to renew for two (2) one-year terms.

### Fiscal Impact

These batteries will be charged to various departmental operating budgets approved in the FY 2016-17 Adopted Budget.

### Staff/Board Recommending

Scott Snider, Assistant City Manager

## Attachments

Contract IBS

Contract Advance

# 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, ITB 16-13033-KM, Contract No. 13120 for Automotive Batteries, by and between the City of Lubbock and South Plains Battery, Inc., dba IBS of the South Plains of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

RES.Contract-Nbr 13120-South Plains Battery Inc
11.9.16

**City of Lubbock, TX**
**Automotive Batteries**
**ITB 16-13033-KM**

**THIS CONTRACT** made and entered into this **1st** day of **December, 2016**, by and between the City of Lubbock ("City"), and **South Plains Battery Inc. dba IBS of the South Plains** of Lubbock, Texas ("Contractor").

**WITNESSETH:**

WHEREAS, the City of Lubbock duly advertised for bids for Automotive Batteries 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 Secondary contract with said Contractor covering the purchase and delivery of the said Automotive Batteries.

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 specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Automotive Batteries and more specifically referred to as Items One thru Twenty-Two on the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.

3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of one year, with the option of two, one year extensions, said date of term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.

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

## INSURANCE COVERAGE REQUIRED

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

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

| TYPE OF INSURANCE | | COMBINED SINGLE LIMIT | |
|---|---|---|---|
| GENERAL LIABILITY | | | |
| ☒ Commercial General Liability | ☐ Other | General Aggregate | $500,000 |
| ☐ Claims Made | ☒ Occurrence | Products-Comp/Op AGG | X |
| ☐ W/Heavy Equipment | | Personal & Adv. Injury | X |
| ☐ To Include Products of Complete Operation Endorsements | | Contractual Liability | X |
| | | Fire Damage (Any one Fire) | ____ |
| | | Med Exp (Any one Person) | ____ |
| PROFESSIONAL LIABILITY | | | |
| ☐ _____ | | General Aggregate | $ |
| AUTOMOTIVE LIABILITY | | | |
| ☒ Any Auto | ☐ All Owned Autos | Combined Single Limit | |
| ☐ Scheduled Autos | ☐ Hired Autos | Each Occurrence | $500,000 |
| ☐ Non-Owned Autos | | | |
| EXCESS LIABILITY | | | |
| ☐ Umbrella Form | | Each Occurrence | ____ |
| | | Aggregate | ____ |
| GARAGE LIABILITY | | | |
| ☐ Any Auto | | Auto Only - Each Accident | ____ |
| ☐ _____ | | Each Accident Aggregate | ____ |
| ☐ BUILDER'S RISK | | ☐ 100% of the Total Contract Price | |
| ☐ INSTALLATION FLOATER | | ☐ 100% of the Total Material Costs | |
| ☐ POLLUTION | | | |
| ☐ CARGO | | | ____ |
| ☒ WORKERS COMPENSATION – STATUTORY AMOUNTS **OR** OCCUPATIONAL MEDICAL AND DISABILITY | | | |
| ☒ EMPLOYERS' LIABILITY | | | Statutory |

**OTHER: COPIES OF ENDOSEMENTS ARE REQUIRED**

☒ *City of Lubbock named as additional insured on Auto/General Liability on a primary and non-contributory basis.*
☒ *To include products of completed operations endorsement.*
☒ *Waiver of subrogation in favor of the City of Lubbock on all coverages, except*_____

The City of Lubbock shall be named as an additional insured on a primary and non-contributory basis and shall include a waiver of subrogation in favor of the City on all liability coverage's except professional liability. A waiver of subrogation will be required on worker's comp coverages. All Copies of the Certificates of Insurance and all applicable endorsements are required.

## ADDITIONAL POLICY ENDORSEMENTS

The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where

policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

**REQUIRED PROVISIONS**

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

a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;

b. Provide for thirty days' notice to the City for cancellation, nonrenewal, or material change;

c. Provide for notice to the City at the address shown below by registered mail;

d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

**NOTICES**

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

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

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

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

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

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

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City

under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

10. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty days' prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
11. The contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof of insurance from the Subcontractor that complies with all contract Insurance requirements.
12. This Contract consists of the following documents set forth herein; Invitation to Bid No. 16-13033-KM, 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

Daniel M. Pope, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

CONTRACTOR

BY Larry T Downey
Authorized Representative

LARRY T DOWNEY
Print Name

1501 82nd ST
Address

Lubbock TX 79423
City, State, Zip Code

# BID FORM
## Automotive Batteries
## City of Lubbock, TX
## ITB No. 16-13033-KM

In compliance with the **Invitation to Bid 16-13033-KM**, 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 **16-13033-KM** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

| ITEM | QTY (more or less) | UNIT OF MEASURE | DESCRIPTION BCI GROUP NUMBER | UNIT PRICE* BID | Extended Cost | AGM BID** (if available) | Delivery Days ARO*** |
|---|---|---|---|---|---|---|---|
| 1. | 6 | EA | Group U-1 Batteries | 26.00 | 156.00 | | 1 |
| 2. | 2 | EA | Group 22F Batteries | 38.00 | 76.00 | | 1 |
| 3. | 2 | EA | Group 22NF Batteries | 42.95 | 85.90 | | 1 |
| 4. | 10 | EA | Group 34 Batteries | 48.00 | 480.00 | | 1 |
| 5. | 2 | EA | Group 34R Batteries | 48.00 | 96.00 | | 1 |
| 6. | 2 | EA | Group 27 Batteries | 56.95 | 113.90 | | 1 |
| 7. | 2 | EA | Group 58 Batteries | 42.95 | 85.90 | | 1 |
| 8. | 23 | EA | Group 78 Batteries | 70.95 | 1,631.85 | | 1 |
| 9. | 12 | EA | Group 65 Batteries | 60.95 | 731.40 | | 1 |
| 10. | 2 | EA | Group 75 Batteries | 48.00 | 96.00 | | 1 |
| 11. | 30 SAE | EA | Group 31A Top Post | 59.95 | 1,798.50 | | 1 |
| 12. | 100 | EA | Group 31C Threaded Stud | 59.95 | 5,995.00 | | 1 |
| 13. | 2 | EA | Group 8D Batteries | 112.95 | 225.90 | | 1 |
| 14. | 3 | EA | Group 4DLT Batteries | 90.95 | 272.85 | | 1 |
| 15. | 10 | EA | Group 4D Batteries | 107.95 | 1,079.50 | | 1 |
| 16. | 6 | EA | Group 3EH Batteries | 93.00 | 558.00 | | 1 |
| 17. | 100 | EA | Group H-6 Batteries | 81.00 | 8,100.00 | | 1 |
| 18. | 20 | EA | Group 35 Batteries | 56.95 | 1,139.00 | | 1 |
| 19. | 50 | EA | Group H-7/94R Batteries | 96.99 | 4,849.50 | | 1 |
| 20. | 22 | EA | Group 86 Batteries | 89.00 | 1,958.00 | | 1 |

| ITEM | QTY (more or less) | UNIT OF MEASURE | DESCRIPTION BCI GROUP NUMBER | UNIT PRICE* BID | Extended Cost | AGM BID (if available) | Delivery Days ARO** |
|---|---|---|---|---|---|---|---|
| 21. | 16 | EA | Group 31T Batteries | 59.95 | 959.20 | | 1 |
| 22. | 10 | EA | Group 48 Batteries | 81.00 | 810.00 | | 1 |
| | | | | TOTAL (1-22) | $ 31,298.40 | | |

***PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed** **AGM Absorbent Glass Mat
***Days After Receipt of Order (ARO)

**Unless otherwise specified herein, the City may award the bid either item-by–item or on an all-or-none basis for any item or group of items shown on the bid.**

**The City of Lubbock is seeking a contract for Automotive Batteries with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.**

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0 %, net 30 calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVOURED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favoured customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

**Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.**

YES ✓ NO _____

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

THIS BID IS SUBMITTED BY IBS of The South Plains a corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as _____ of the City of Lubbock

Firm: IBS of The South Plains

Address: 1501 82nd. St.

City: Lubbock State: TX Zip 79423

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 09/09/16
Addenda No. 2 Date 09/13/2016
Addenda No. _____ Date _____
Addenda No. _____ Date _____

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

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required under the Tex. Occ. Code. Chapter 2301 to be licensed by Motor Vehicle Division of the Texas Department of Transportation. In order for a bid to be in compliance with the Motor Vehicle Commission Code, the bidder must hold and provide all applicable current valid licenses issued by the State of Texas:

1. Name _____ and Manufacture's License No. _____
2. Name _____ and Converter's License No. _____
3. Name _____ and Representative's License No. _____
4. Name _____ and Franchise Dealer's License No. _____

General Distinguishing No. _____ (Franchised TX dealer)

By _____ Date: September 12, 2016
*Authorized Representative - must sign by hand*

Officer Name and Title: Todd Downey - Owner
*Please Print*

Business Telephone Number 806-745-1175 FAX: 806-748-7465

E-mail Address: ib4562@sbcglobal.net

**FOR CITY USE ONLY**

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

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

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

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

**City of Lubbock**
**Specifications**
**ITB 16-13033-KM**
**Automotive Batteries**

It is the intent of these specifications, referenced documents, requirements and conditions section to describe minimum specifications. The batteries shall meet or exceed the construction and performance specifications described in the following minimum specifications. The seller shall be required to mark compliance or non-compliance to each item of the specifications in the space provided. All items furnished, as standard by the manufacturer to general public shall be included, even if it is not stated in the written specifications. Any deviations from the written specifications shown in the invitation to bid shall be noted on the attached exceptions to the specifications. In order to receive full consideration, quotation must follow these specifications and the invitation to bid's terms and conditions.

| No. Item | Minimum Requirements | Seller Compliance Yes | No |
|---|---|---|---|
| General | These specifications describe the City of Lubbock's requirements for wet cell batteries. These batteries will be used in light vehicles, trucks and heavy specialized equipment. All quantities are based on historical usage. Quantities order may vary for each Battery Council International (BCI) battery group number. Bid price quoted shall include all special fees that apply to each battery. | ✓ | |
| 1. Battery | Batteries will be fully charged with a minimum of 12.6 volts for 12 volt batteries. No reconditioned or blemish batteries will be accepted. | ✓ | |
| 1.1 Battery C.C.A. | All batteries must meet or exceed the cold cranking amps (C.C.A.) Specification at zero degrees F. The number of amps a battery can deliver at zero degrees and not drop below 7.2 volts for thirty seconds. | ✓ | |
| 1.2 Battery R.C | All battery must meet or exceed the reserve capacity specification at eighty degrees F. reserve capacity, the number of minutes a fully charged battery can be discharged at 25 amps until the voltage falls below 10.5 volts. | ✓ | |

**City of Lubbock**
**Specifications**
**ITB 16-13033-KM**
**Automotive Batteries**

| No. Item | Minimum Requirements | Seller Compliance Yes | No |
|---|---|---|---|
| 1.3 Battery Label | Supplier shall date mark each battery when delivered to the City of Lubbock. All batteries shall have a punch out date label. All batteries shall have date of manufacturer imprinted on battery case. | ✓ | |
| 1.4 Battery Stock | Supplier shall check freshness of batteries in stock once a week and stock levels. Supplier shall rotate battery stock, when making deliveries of new batteries. | ✓ | |
| 1.5 Battery Freshness | To maintain a fresh battery stock, supplier shall replace batteries not sold after **90** days of delivery. | ✓ | |
| 1.6 Battery Warranty | Batteries shall have a minimum of 18 month 100% free replacement warranty, from date of installation. All defective batteries after 18 month warranty period, shall be prorated for the remaining warranty months and a credit invoice shall be issued to the City of Lubbock. All battery warranty claims shall be handle weekly by local supplier. Defective batteries returned for warranty, may be verified by supplier. any battery that is considered good, by supplier, shall be returned to the City of Lubbock Part's Department at no cost. | ✓ | |

**City of Lubbock**
**Specifications**
**ITB 16-13033-KM**
**Automotive Batteries**

| No. Item | Minimum Requirements | Seller Compliance Yes | No |
|---|---|---|---|
| 1.7 Battery Order | Supplier shall accept purchase order numbers, or credit cards, for battery purchases. Battery orders placed by phone shall be delivered within one hour after order has been placed. All batteries shall be delivered to the City of Lubbock, Parts Department, 204 Municipal Drive. All battery cores shall be picked-up at the same time new batteries are delivered. Supplier shall not charge any core charge on batteries. Supplier shall pick up and disposed of all used battery cores, located in the Parts Department. | ✓ | |
| 1.8 Battery Invoicing | An invoice or delivery ticket shall be included with any battery purchased. The invoice or delivery ticket shall include; battery part number, unit price, total price, and the city's purchase order number. For purchases using a purchase order number, supplier shall send an original invoice to;<br><br>City of Lubbock,<br>Accounting Department<br>P.O. Box 2000<br>Lubbock, TX 79457<br>for payment. | ✓ | |
| 1.9. Battery Credit | A separate credit invoice shall be issued for any battery credits. No invoice will be accepted with credits and debits on the same invoice. | ✓ | |

**City of Lubbock**
**Specifications**
**ITB 16-13033-KM**
**Automotive Batteries**

| No. | Item | Minimum Requirements | Seller Compliance Yes | No |
|---|---|---|---|---|
| 2.0 | Battery Not Listed | Supplier shall apply other battery purchases not listed on bid. List shall meet the same requirements and specifications as above. Supplier shall apply the same discount and warranty to these purchases. | ✓ | |
| 2.1 | Catalog | Supplier shall furnish a battery application guide and battery specification with bid. | ✓ | |

# 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, ITB 16-13033-KM, Contract 13033 for Automotive Batteries, by and between the City of Lubbock and Advanced Stores Company, Inc. dba Advance Auto Parts, of Lubbock, Texas, and any 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 _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

RES.Contract-Nbr 13033 Advance Stores Company Inc dba Advance Auto Parts
11.14.16

**City of Lubbock, TX**
**Automotive Batteries**
**ITB 16-13033-KM**

**THIS CONTRACT** made and entered into this **1st** day of **December, 2016**, by and between the City of Lubbock ("City"), and **Advance Stores Company, Inc. dba Advance Auto Parts** ("Contractor").

**WITNESSETH:**

WHEREAS, the City of Lubbock duly advertised for bids for Automotive Batteries 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 Primary contract with said Contractor covering the purchase and delivery of the said Automotive Batteries.

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 specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Automotive Batteries and more specifically referred to as Items One thru Twenty-Two on the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.

3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of one year, with the option of two, one year extensions, said date of term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.

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

## INSURANCE COVERAGE REQUIRED

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

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

| TYPE OF INSURANCE | | COMBINED SINGLE LIMIT | |
|---|---|---|---|
| GENERAL LIABILITY | | | |
| ☒ Commercial General Liability | ☐ Other | General Aggregate | $500,000 |
| ☐ Claims Made | ☒ Occurrence | Products-Comp/Op AGG | X |
| ☐ W/Heavy Equipment | | Personal & Adv. Injury | X |
| ☐ To Include Products of Complete Operation Endorsements | | Contractual Liability | X |
| | | Fire Damage (Any one Fire) | ____ |
| | | Med Exp (Any one Person) | ____ |
| PROFESSIONAL LIABILITY | | | |
| ☐ _____ | | General Aggregate | $ |
| AUTOMOTIVE LIABILITY | | | |
| ☒ Any Auto | ☐ All Owned Autos | Combined Single Limit | |
| ☐ Scheduled Autos | ☐ Hired Autos | Each Occurrence | $500,000 |
| ☐ Non-Owned Autos | | | |
| EXCESS LIABILITY | | | |
| ☐ Umbrella Form | | Each Occurrence | ____ |
| | | Aggregate | ____ |
| GARAGE LIABILITY | | | |
| ☐ Any Auto | | Auto Only - Each Accident | ____ |
| ☐ _____ | | Each Accident Aggregate | ____ |
| ☐ BUILDER'S RISK | | ☐ 100% of the Total Contract Price | |
| ☐ INSTALLATION FLOATER | | ☐ 100% of the Total Material Costs | |
| ☐ POLLUTION | | | |
| ☐ CARGO | | | ____ |
| ☒ WORKERS COMPENSATION – STATUTORY AMOUNTS OR OCCUPATIONAL MEDICAL AND DISABILITY | | | |
| ☒ EMPLOYERS' LIABILITY | | | Statutory |

**OTHER: COPIES OF ENDOSEMENTS ARE REQUIRED**

☒ *City of Lubbock named as additional insured on Auto/General Liability on a primary and non-contributory basis.*
☒ *To include products of completed operations endorsement.*
☒ *Waiver of subrogation in favor of the City of Lubbock on all coverages, except*_____

The City of Lubbock shall be named as an additional insured on a primary and non-contributory basis and shall include a waiver of subrogation in favor of the City on all liability coverage's except professional liability. A waiver of subrogation will be required on worker's comp coverages. All Copies of the Certificates of Insurance and all applicable endorsements are required.

## ADDITIONAL POLICY ENDORSEMENTS

The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where

policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

**REQUIRED PROVISIONS**

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

a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;

b. Provide for thirty days' notice to the City for cancellation, nonrenewal, or material change;

c. Provide for notice to the City at the address shown below by registered mail;

d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

**NOTICES**

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

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

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

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

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

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

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City

under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

10. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
11. The contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof of insurance from the Subcontractor that complies with all contract Insurance requirements.
12. This Contract consists of the following documents set forth herein; Invitation to Bid No. 16-13033-KM, 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

Daniel M. Pope, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

CONTRACTOR

BY: _____
Authorized Representative

Robert A. Wheeler
Print Name

1102 Avenue Q
Address

Lubbock, TX 79401
City, State, Zip Code

# BID FORM
## Automotive Batteries
## City of Lubbock, TX
## ITB No. 16-13033-KM

In compliance with the Invitation to Bid 16-13033-KM, 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 16-13033-KM is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

| ITEM | QTY (more or less) | UNIT OF MEASURE | DESCRIPTION BCI GROUP NUMBER | UNIT PRICE* BID | Extended Cost | AGM BID** (if available) | Delivery Days ARO*** |
|---|---|---|---|---|---|---|---|
| 1. | 6 | EA | Group U-1 Batteries | 18.97 | 113.82 | | same day |
| 2. | 2 | EA | Group 22F Batteries | 40.47 | 80.94 | | |
| 3. | 2 | EA | Group 22NF Batteries | 58.28 | 116.56 | | |
| 4. | 10 | EA | Group 34 Batteries | 43.55 | 435.50 | | |
| 5. | 2 | EA | Group 34R Batteries | 48.47 | 96.94 | | |
| 6. | 2 | EA | Group 27 Batteries | 56.51 | 113.02 | | |
| 7. | 2 | EA | Group 58 Batteries | 37.33 | 74.66 | | |
| 8. | 23 | EA | Group 78 Batteries | 48.85 | 1123.55 | | |
| 9. | 12 | EA | Group 65 Batteries | 49.07 | 588.84 | | |
| 10. | 2 | EA | Group 75 Batteries | 39.86 | 79.72 | | |
| 11. | 30 SAE | EA | Group 31A Top Post | 91.78 | 2,753.40 | | |
| 12. | 100 | EA | Group 31C Threaded Stud | 91.78 | 9,178 ~~9,178.00~~ | | |
| 13. | 2 | EA | Group 8D Batteries | 147.39 | 294.78 | | |
| 14. | 3 | EA | Group 4DLT Batteries | 103.84 | 311.52 | | |
| 15. | 10 | EA | Group 4D Batteries | 119.25 | 1,192.50 | | |
| 16. | 6 | EA | Group 3EH Batteries | 75.70 | 454.20 | | |
| 17. | 100 | EA | Group H-6 Batteries | 56.04 | 5,604.00 | | |
| 18. | 20 | EA | Group 35 Batteries | 37.83 | 756.60 | | |
| 19. | 50 | EA | Group H-7/94R Batteries | 60.69 | 3,034.50 | | |
| 20. | 22 | EA | Group 86 Batteries | 41.41 | 911.02 | | ✓ |

| ITEM | QTY (more or less) | UNIT OF MEASURE | DESCRIPTION BCI GROUP NUMBER | UNIT PRICE* BID | Extended Cost | AGM BID (if available) | Delivery Days ARO** |
|---|---|---|---|---|---|---|---|
| 21. | 16 | EA | Group 31T Batteries | 68.33 | 1,093.28 | | Same day |
| 22. | 10 | EA | Group 48 Batteries | 58.13 | 581.30 | | Same day |
| | | | | TOTAL (1-22) | $ ~~29,588.65~~ | | |

*PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed **AGM Absorbent Glass Mat
***Days After Receipt of Order (ARO)

Total $28,988.65

**Unless otherwise specified herein, the City may award the bid either item-by-item or on an all-or-none basis for any item or group of items shown on the bid.**

**The City of Lubbock is seeking a contract for Automotive Batteries with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.**

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 2 %, net 30 calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVOURED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favoured customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

**Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.**

YES X NO _____

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

THIS BID IS SUBMITTED BY Advance Stores a corporation organized under the laws of the State of VA, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Firm: Advance Auto Parts

Address: 1102 Avenue Q

City: Lubbock State: TX Zip 79401

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date Sept. 9, 2016
Addenda No. 2 Date Sept. 13, 2016
Addenda No. _____ Date _____
Addenda No. _____ Date _____

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

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required under the Tex. Occ. Code. Chapter 2301 to be licensed by Motor Vehicle Division of the Texas Department of Transportation. In order for a bid to be in compliance with the Motor Vehicle Commission Code, the bidder must hold and provide all applicable current valid licenses issued by the State of Texas:

1. Name _____ and Manufacture's License No. _____
2. Name _____ and Converter's License No. _____
3. Name _____ and Representative's License No. _____
4. Name _____ and Franchise Dealer's License No. _____

General Distinguishing No. N/A (Franchised TX dealer)

By _____ Date: 9-19-16
*Authorized Representative - must sign by hand*

Officer Name and Title: Robert A. Wheeler, SVP Commercial
*Please Print*

Business Telephone Number 806-472-4601 FAX: 919-301-4079

E-mail Address: laura.payne@advance-auto.com

**FOR CITY USE ONLY**

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

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

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

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

**City of Lubbock**
**Specifications**
**ITB 16-13033-KM**
**Automotive Batteries**

It is the intent of these specifications, referenced documents, requirements and conditions section to describe minimum specifications. The batteries shall meet or exceed the construction and performance specifications described in the following minimum specifications. The seller shall be required to mark compliance or non-compliance to each item of the specifications in the space provided. All items furnished, as standard by the manufacturer to general public shall be included, even if it is not stated in the written specifications. Any deviations from the written specifications shown in the invitation to bid shall be noted on the attached exceptions to the specifications. In order to receive full consideration, quotation must follow these specifications and the invitation to bid's terms and conditions.

| No. Item | Minimum Requirements | Seller Compliance Yes | No |
|---|---|---|---|
| General | These specifications describe the City of Lubbock's requirements for wet cell batteries. These batteries will be used in light vehicles, trucks and heavy specialized equipment. All quantities are based on historical usage. Quantities order may vary for each Battery Council International (BCI) battery group number. Bid price quoted shall include all special fees that apply to each battery. | ✓ | |
| 1. Battery | Batteries will be fully charged with a minimum of 12.6 volts for 12 volt batteries. No reconditioned or blemish batteries will be accepted. | ✓ | |
| 1.1 Battery C.C.A. | All batteries must meet or exceed the cold cranking amps (C.C.A.) Specification at zero degrees F. The number of amps a battery can deliver at zero degrees and not drop below 7.2 volts for thirty seconds. | ✓ | |
| 1.2 Battery R.C | All battery must meet or exceed the reserve capacity specification at eighty degrees F. reserve capacity, the number of minutes a fully charged battery can be discharged at 25 amps until the voltage falls below 10.5 volts. | ✓ | |

**City of Lubbock**
**Specifications**
**ITB 16-13033-KM**
**Automotive Batteries**

| No. Item | Minimum Requirements | Seller Compliance Yes | No |
|---|---|---|---|
| 1.3 Battery Label | Supplier shall date mark each battery when delivered to the City of Lubbock. All batteries shall have a punch out date label. All batteries shall have date of manufacturer imprinted on battery case. | ✓ | |
| 1.4 Battery Stock | Supplier shall check freshness of batteries in stock once a week and stock levels. Supplier shall rotate battery stock, when making deliveries of new batteries. | ✓ | |
| 1.5 Battery Freshness | To maintain a fresh battery stock, supplier shall replace batteries not sold after **90** days of delivery. | ✓ | |
| 1.6 Battery Warranty | Batteries shall have a minimum of 18 month 100% free replacement warranty, from date of installation. All defective batteries after 18 month warranty period, shall be prorated for the remaining warranty months and a credit invoice shall be issued to the City of Lubbock. All battery warranty claims shall be handle weekly by local supplier. Defective batteries returned for warranty, may be verified by supplier. any battery that is considered good, by supplier, shall be returned to the City of Lubbock Part's Department at no cost. | ✓ | |

**City of Lubbock**
**Specifications**
**ITB 16-13033-KM**
**Automotive Batteries**

| No. | Item | Minimum Requirements | Seller Compliance Yes | No |
|---|---|---|---|---|
| 1.7 | Battery Order | Supplier shall accept purchase order numbers, or credit cards, for battery purchases. Battery orders placed by phone shall be delivered within one hour after order has been placed. All batteries shall be delivered to the City of Lubbock, Parts Department, 204 Municipal Drive. All battery cores shall be picked-up at the same time new batteries are delivered. Supplier shall not charge any core charge on batteries. Supplier shall pick up and disposed of all used battery cores, located in the Parts Department. | ✓ | |
| 1.8 | Battery Invoicing | An invoice or delivery ticket shall be included with any battery purchased. The invoice or delivery ticket shall include; battery part number, unit price, total price, and the city's purchase order number. For purchases using a purchase order number, supplier shall send an original invoice to;<br><br>City of Lubbock,<br>Accounting Department<br>P.O. Box 2000<br>Lubbock, TX 79457<br>for payment. | ✓ | |
| 1.9. | Battery Credit | A separate credit invoice shall be issued for any battery credits. No invoice will be accepted with credits and debits on the same invoice. | ✓ | |

**City of Lubbock**
**Specifications**
**ITB 16-13033-KM**
**Automotive Batteries**

| No. Item | Minimum Requirements | Seller Compliance Yes | No |
|---|---|---|---|
| 2.0 Battery Not Listed | Supplier shall apply other battery purchases not listed on bid. List shall meet the same requirements and specifications as above. Supplier shall apply the same discount and warranty to these purchases. | ✓ | |
| 2.1 Catalog | Supplier shall furnish a battery application guide and battery specification with bid. | ✓ | |

**Regular City Council Meeting** **5. 17.**

**Meeting Date:** 12/01/2016

## Information

### Agenda Item

**Resolution - GIS and Data Services:** Consider a resolution authorizing the Mayor to execute an amendment to Contract 12719 with Bohannan Huston, Inc., for High Resolution Aerial LiDAR Imaging, derivative products, and related services.

### Item Summary

The City of Lubbock, Texas ("the City") directs Bohannan Huston, Inc. ("Contractor") to acquire and process light detection and ranging (LiDAR) data for approximately 1,200 square miles within the Lubbock metro and surrounding areas. The project area of interest is made up of urbanized areas, agricultural lands, surface irrigated riparian areas, plains and drainage landscapes. This LiDAR project is undertaken to support activities such as urban, community and regional planning, project and infrastructure planning, floodplain mapping, stormwater management, vegetation analysis, change detection, impervious surface mapping and other activities. The products from this project will be useful for several years, but two current projects that they will support are the Stormwater Master Plan, which includes updates to the Master Drainage Plan, and the FEMA System C Restudy, including verification of the field collected data and watershed delineation.

This resolution amends a contract with Bohannan Huston, Inc., which was approved by the City Council on April 28, 2016.

### Fiscal Impact

$450,000 is appropriated in Capital Improvement Project 8586, Digital Orthos and Stormwater Utility Maintenance, with $214,280 available for this purpose.

### Staff/Board Recommending

Mark Yearwood, Assistant City Manager

## Attachments

Contract 12719 Amendment Res

Contract Amendment - Bohannan Huston

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, Amendment No. 1 to that certain Agreement dated April 28, 2016 for Digital Orthophotographic services, RFP 16-12719-MA / Contract No. 12719, by and between the City of Lubbock and Bohannan and Huston, Inc., and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Sally Abbe, Director GIS and Data Services

_____
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

ccdocs/RES.Amend #1 Contract No. 12719
11.16.16

**AMENDMENT No. 1 TO**
**Contract 12719**
**City of Lubbock, TX**
**Digital Orthophotography Project 2016**

This Amendment No. 1 to Digital Orthophotography Project 2016 (Contract No. 12719) is entered into this _____ day of _____, 2016 between the City of Lubbock, a Texas municipal corporation (the "City") and Bohannan Huston, Inc. of Albuquerque, New Mexico (the "Contractor").

WHEREAS, the City has issued a Request for Proposals Digital Orthophotography Project 2016 (RFP 16-12719-MA); and

WHEREAS, the City and the Contractor have previously entered into Contract 12719 dated April 28, 2016, Resolution No. 2016-R0141 ("the Agreement"); and

WHEREAS, the Contractor desires to continue to perform as an independent contractor to provide High Resolution Aerial LiDAR Imaging, derivative products and related services, upon terms and conditions maintained in the Agreement; and

WHEREAS, the City and the Contractor hereby desire to further amend said Agreement.

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

1) That Section 1.4 of the Agreement is hereby substituted and replaced by the following language:

   "1.4 This contract is for a term beginning April 28, 2016 and ending December 31, 2017, with the option of three (3) one year extensions. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this contract. Notice of the City's option to extend this contract shall be given at least 30 days, but not more than 90 days, before expiration of the current term."

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

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

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

CITY OF LUBBOCK, TX:

DANIEL M. POPE, MAYOR

CONTRACTOR:

Dennis Sandin, SENIOR VICE-PRESIDENT
Courtyard I, 7500 Jefferson St. NE
Albuquerque, NM, 87109-4335

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Sally Abbe, Director GIS and Data Services

Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

Ryan Brooke, Assistant City Attorney

Exhibit A-1

Scope of Work and Schedule

## 1.0 General Information

### 1.1 Overview

The City of Lubbock, Texas ("the City") directs Bohannan Huston, Inc. ("Contractor") to acquire and process High Resolution Aerial light detection and ranging (LiDAR) data, derivative products and related services for approximately 1,200 square miles within the Lubbock metro and surrounding areas. The project area of interest is made up of urbanized areas, agricultural lands, surface irrigated riparian areas, plains and drainage landscapes.

**High Resolution Aerial light detection and ranging (LiDAR) data, derivative products and related services**

**Purposes**

This LiDAR project is undertaken to support activities such as the following:

- Urban, community and regional planning
- Project and infrastructure planning
- Project reporting
- Floodplain mapping
- Stormwater management
- Vegetation analysis
- Change detection
- Impervious surface mapping

**Geographic Extent**

The project area is described on Exhibit A -Proposed LiDAR Imagery Project Area. The project encompasses an area of approximately 1,200 square miles. The project area covers the entirety of Lubbock County and extends outward to capture several playa drainage systems. The LiDAR derived products requested as part of this project must support future orthophotography projects as well as immediate efforts for managing stormwater runoff. The flight scheduling shall be coordinated by the Contractor accordingly.

**Services to be Rendered Overview**

In general terms, the collection, production and delivery of the products and services to be provided by the Contractor include the following:

- Raw LiDAR aerial data;

- Intensity imagery;
- Classified LiDAR point clouds; LAS format;
- Control points;
- and Documentation of system calibration, collection and processing methods, survey methods, QA, Accuracy Testing and Reporting, and metadata;

Additionally, the contractor will provide project management services that include progress tracking and regular communication to the City's Project Manager. This includes weekly reporting of project progress. The Contractor shall furnish all materials, supervision, labor, equipment, and transportation, unless otherwise specified in this scope to complete project tasks and deliver the specified products.

The LiDAR collection and data processing shall adhere at minimum to the USGS, National Geospatial Program, LiDAR Base Specification standard, as posted at http://pubs.usgs.gov/tm/11b4/.

**LiDAR Collection Requirements**

***Point Density:***

The LiDAR data for the project area are to be collected at a Point Density of 4.0 points per square meter.

***Raw Point Cloud Requirements:***

Fully compliant LAS v1.4 format is required. Georeferencing information shall be included in all LAS file headers. GPS times are to be recorded as Adjusted GPS Time, at a precision sufficient to allow unique timestamps for each return. Intensity values shall retain native radiometric resolution. The signal strength (intensity) of each return pulse shall be recorded.

Signal Returns: The LiDAR system shall be configured to collect multiple returns per pulse, with a minimum of a first return and a last return and at least one additional intermediate return (minimum of 3 returns). All returns captured during acquisition shall be delivered. Return number shall be recorded. Data Voids within a single swath are not acceptable, except:

- where caused by water bodies.
- where caused by areas of low near infra-red (NIR) reflectivity such as asphalt or composition roofing.
- where appropriately filled-in by another swath.

Spatial Distribution: The spatial distribution of geometrically usable points is expected to be uniform and free from clustering. Although it is understood that LiDAR instruments do not produce regularly gridded points, collections should be planned and executed to produce a first return point cloud that approaches a regular lattice of points, rather than a collection of widely spaced high density profiles of the terrain.

Scan Angle: For oscillating mirror LiDAR systems, the scan angle must be<= ±20 degrees from nadir or full scan angle <= 40 degrees. Otherwise, scan angle must be <= 30 degrees.

Vertical Accuracy Requirements: LiDAR shall meet or exceed the vertical accuracies as established by the National Digital Elevation Program (NDEP) guidelines and subsequently adopted by the American Society for Photogrammetry and Remote Sensing (ASPRS). As a minimum, resulting vertical project accuracies for LiDAR collection in the southwest US must satisfy the following:

- For the unclassified LiDAR point cloud, using the NDEP/ASPRS methodology:
- Fundamental Vertical Accuracy (FV A)<= 18.2 centimeters (cm) Accuracyz (ACCz), 95 percent (9.25 cm Root Mean Square Error (RMSE)z.
- For the classified LiDAR point cloud representing the bare Earth surface using the NDEP/ASPRS methodology:
- Fundamental Vertical Accuracy (FVA)<= 18.2 cm ACCz, 95 percent (9.25cm RMSEz);

Positional Accuracy Validation: The absolute and relative accuracy of the data, both horizontal and vertical, relative to known control, shall be verified prior to classification and subsequent product development. A detailed report of this validation is a required deliverable.

Relative Accuracy Requirements: Relative accuracy shall be:

- <= 7 cm RMSEz within individual swaths
- <= 10 cm RMSEz or within swath overlap (between adjacent swaths).

Accuracy Reporting: Data shall meet or exceed the National Standard for Spatial Data Accuracy (NSSDA) accuracy standards. The NSSDA standards specify that vertical accuracy be reported at the 95 percent confidence level for data tested by an independent source of higher accuracy. This reporting shall include bare-earth FVA for Point Cloud Data and DEMs/ TINs.

Control shall be based on a state-of-the-art Airborne Global Positioning/Inertial Measurement Unit or AGPS/IMU solution and processing techniques. An AGPS PDOP of 3.2 (or smaller) shall be respected during LiDAR collection. Supplemental Ground Control in the form of differentially corrected GPS Ground Control shall be used to supplement the Airborne GPS/IMU positional accuracy (horizontal and vertical). The supplemental control used for the LiDAR acquisition shall utilize as much of the same control as used for prior orthophotography mapping of the City.

Flight lines shall have a side overlap of 20-50%, as required to ensure there are no data gaps between the usable portions of the swaths and point density requirements are achieved.
Swaths: Full swaths shall be delivered - all collected points are to be delivered. Long swaths (those which result in a LAS file larger than 2GB) shall be split into segments as sub-swaths.

Scope of Collection: All collected swaths are to be delivered as part of the raw data deliverable. This includes calibration swaths and cross ties lines. This in no way requires or implies that

calibration swath data are to be included in product generation. All collected points are to be delivered. No points are to be deleted from the swath LAS files. Excepted from this are extraneous data outside of the project boundary area (aircraft turns, transit between the collection area and airport, transit between fill-in areas, etc.). These points may be permanently removed. Busted swaths that are being completely discarded by the contractor and re-flown do not need to be delivered.

Flight Window: Collection window shall be between the contract execution date and the end of the March 2017 year. Atmospheric conditions shall be such that they are:

- Cloud, smoke, precipitation and fog-free between the aircraft and ground
- Snow free; very light, undrifted snow may be acceptable special cases, with prior approval.
- Free of water inundation.
- Vegetation is leaf-off, but not required as long as penetration is sufficient to create data and products at the specified accuracies.

**LiDAR Classification Requirements**
Classification Scheme shall be per the current USGS LiDAR base standard.

**Hydro Flattening\Enforcement Requirements**
The City is not requiring Hydro-Flattening or Hydro-Enforcement services for this project.

**Deliverable Manifest**

All project deliverables with spatial reference systems will adhere to the project coordinate system defined below or as agreed upon between the City of Lubbock and the Contractor:

- Coordinate System = State Plane
- Zone = Texas North Central
- Horizontal Datum = NAD83
- Vertical Datum = NAVD88
- Geoid Model = as specified by the City of Lubbock
- Units = U.S. Survey Foot
- WKID = 2276

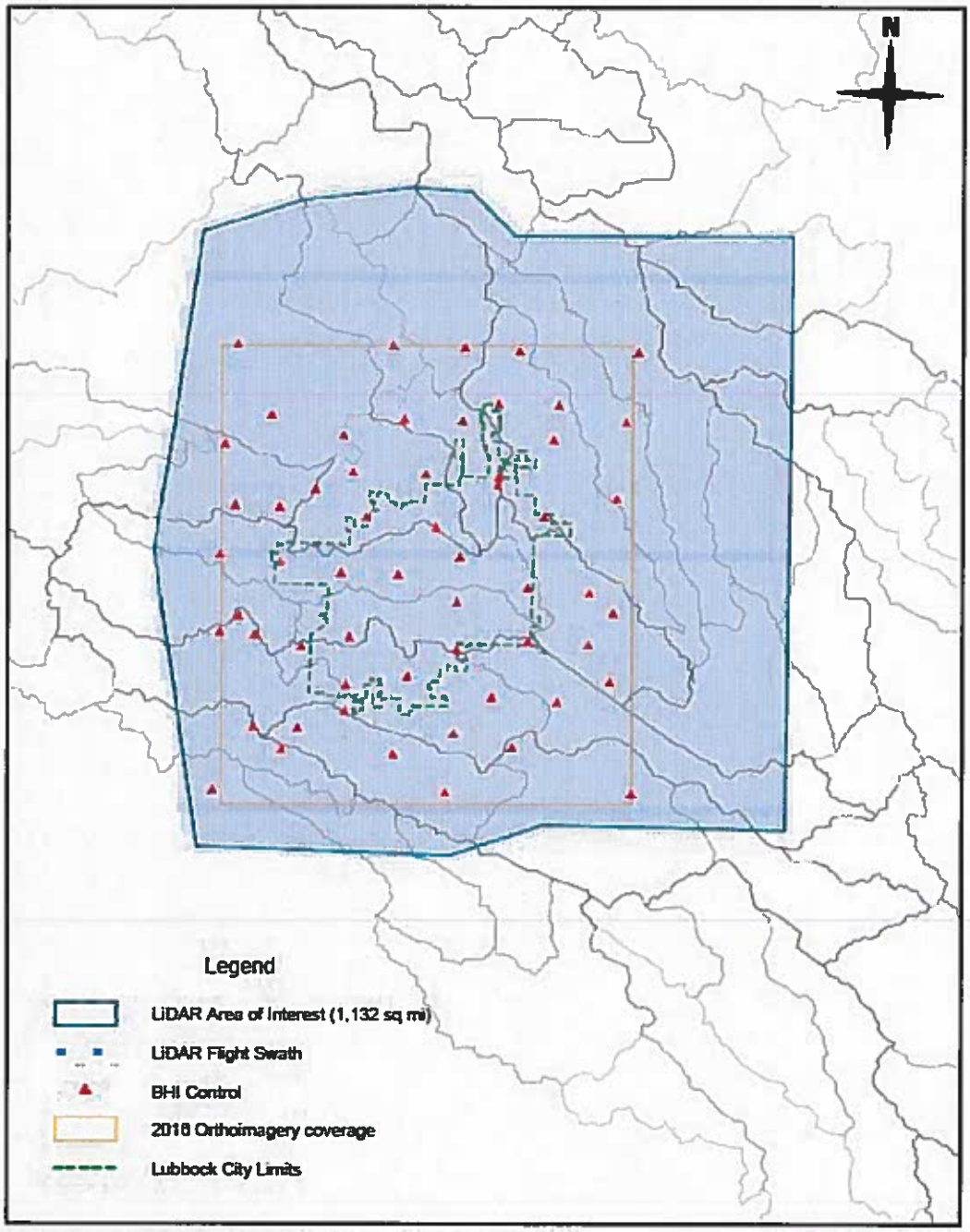
| *No.* | *Deliverable* | *Content* | *Format* | *Scheme* |
|---|---|---|---|---|
| 1 | **Classified Point Cloud** | 1.State Plane Classified point cloud (WKID=2276) | 1.LAS v1.4 | Lubbock Tile |
| 2 | **Intensity Imagery** | 1.State Plane Raster (WKID=2276) | GeoTIFF Grayscale Band | Project |
| 3 | **DEM** | 1. Bare-earth DEM for project (1.0 to 3.0 ft GSD Float) | 1.GeoTIFF (.tif) 32 bit FLOAT<br>2. ESRI Raster Geodatabase | Lubbock Tile Mosaic |
| 4 | **Metadata** | 1. Regional LiDAR Project Metadata - FGDC Compliant (DEM, Classified Point Cloud, Breakline) | 1.FGDC (xml) | Product / Project |

| | | | | |
|---|---|---|---|---|
| 5 | **Survey Report** | 1.Control Survey Report | 1.Minimum Standards for Surveying in Texas (pdf) | Project |
| 6 | **Collection Report** | 1.LiDAR Collection Plan<br>2.Flight Line<br>3.Flight Swath | 1.ESRI Geodatabase | Project |
| 7 | **Aircraft trajectories (SBET)** | 1.Smoothed Best Estimate of Trajectory (SBET) | 1.ASCII (txt)<br>2.SBET (sol) | Mission |
| 8 | **Processing Report** | 1.BHI Classification Approach and Methodology | 1.Document (pdf) | Project |
| 9 | **Control and Calibration points** | 1.Survey Photo Control<br>2.LiDAR ID Survey Points | 1.ESRI Geodatabase | Project |
| 10 | **QA/QC Reports** | 1.Accuracy Assessment | 1.FGDC NSSDA Vertical Worksheet (xls) | Project |
| 11 | **GPS Report** | 1.Survey Control Report | 1.Control Data Sheets (pdf) | Project |
| 12 | **Descriptive file list documenting delivered files** | 1.ReadMe file describing deliverable contents | 1.ASCII (txt) | Project |
| 13 | **Deliverable Media** | 1.USB Hard Drive | 1.Lacie (500GB) | Project |

## Schedule

The overall project schedule will fit within a 3-month window from the time of LiDAR acquisition.

## Acquisition Area




**Lubbock LiDAR Flightplan: Optech Orion 1.0' CI**
**Coverage Area 1,132 sm - 4ppm**

## 3.0 Product Acceptance Procedures

The Contractor is responsible to assure that all services and products required by this Scope are performed and provided in a manner that meets all professional and engineering quality standards and industry-accepted photogrammetric principles.

The Contractor shall warranty all project deliverables for a period of two (2) years from the final product delivery date in the project schedule as negotiated in this Agreement. The warranty shall include compliance of all deliverables to the technical specifications, product accuracy specifications, and data format and software compatibility as outlined in this Scope, or as stated and affirmed by the Contractor. The Contractor is responsible for replacing deliverables found to be deficient or defective and costs associated with accomplishing the replacement of data under warranty shall be borne by the Contractor with no additional cost to the City.

The City's Project Manager shall be the point of contact with the Contractor for notification of deficiencies or defects. The warranty shall stipulate that the Contractor shall complete the repair or replacement of the defective product within ten (10) working days from receipt of a written notice from the Project Manager, or the Contractor shall meet with the Project Manager within five (5) days of receipt of the written notice of defective product or product not in compliance with specifications. If after meeting with the Project Manager, the data is found to be deficient or defective, the repair and replacement shall be completed within ten (10) working days as stipulated herein, or within a reasonable time period agreed upon by the City and the Contractor.

Exhibit B-1

Proposal and Fee Schedule

Best and Final Offer

The commensurate fees for project area and LiDAR collection method are shown below.

| Compromise Area Modified Four (4) points per meter | | | | |
|---|---|---|---|---|
| | | | | |
| Acquisition | | | | |
| | | | AGI | $ 119,600.25 |
| | | | | |
| Collection | | | | |
| | Ground Survey | | | |
| | control check and calibration | | | $ 10,338.00 |
| | | | | |
| Production | | | | |
| | LiDAR Classification/QC | | | $67,816.75 |
| | Breaklines | | | n/a |
| | Delivery Formatting/Project Reporting/PM | | | $16,525.00 |
| | | | | |
| | | | | **$ 214,280.00** |

**City of Lubbock, TX**
**Capital Project**
**Project Cost Detail**
**December 1, 2016**

| | |
|---|---|
| Capital Project Number: | 8586 |
| Capital Project Name: | Digital Orthos & Storm Water Utility Maintenance |

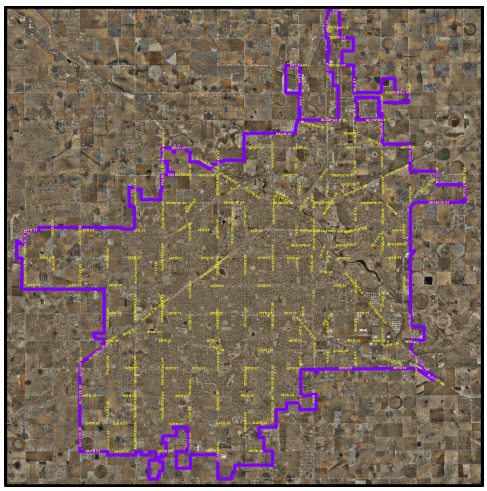
| | | **Budget** |
|---|---|---|
| *Encumbered/Expended* | | |
| Bohannan Hustin Inc Contract 12079 | $ | 82,800 |
| Halff Associates Contract 12107 | | 7,000 |
| Halff Associates Contract 12472 | | 4,000 |
| Abacus Computers, Inc. | | 5,172 |
| Halff Associates Contract 12737 | | 12,700 |
| Bohannon Huston, Inc. | | 98,000 |
| *Agenda Item December 1,2016* | | |
| Bohannon Huston, Inc. Contract 12719 | | 214,280 |
| ***Encumbered/Expended To Date*** | | 423,952 |
| *Estimated Costs for Remaining Appropriation* | | |
| Unallocated | | 26,048 |
| ***Remaining Appropriation*** | | 26,048 |
| **Total Appropriation** | $ | 450,000 |

*Managing Department* **G I S & Data Services**

*Project Manager* **Sally Abbe**

*Project Classification* **Administrative**

*Project Status* **Approved**



*Project Scope*

The project includes digital orthophotos for approximately 200 square miles, including land within the city limits and Extraterritorial Jurisdiction (ETJ). The updated planimetric building outlines GIS data collected from the imagery and hardware used to store and access the orthophotos.

The stormwater utility accounts will be maintained and updated as newly developed properties are properly evaluated based on new orthophotos. Proper accounting for new impervious areas will provide for accurate classification of properties within the new stormwater billing structure.

*Project Justification*

Due to the increased usage and decreasing cost of digital imagery and related data, the City of Lubbock needs to implement more frequent updates to these products than the every 5 year schedule it has maintained for decades. This request is for new digital orthophotos and update of planimetric building outline data. Uses for this updated information have been identified in the following areas, though more uses are anticipated:

- Data source for creating and updating calculations for Storm Water utility billing.
- Updated digital imagery for maps used for City Council and board and commission presentations, capital projects analysis and reporting and other city functions.
- Updated images for use in the Tiburon Computer Aided Dispatch (CAD) system for Police and Fire, Energov Permitting and License software, and other applications that include mapping.
- Web based mapping, including GISDS main site and specialized maps across the city's websites.
- Historical sets of aerial imagery for change detection, crime analysis, transportation planning, and other applications that would benefit from analysis across time.

- Purchase of additional hardware for the storage and access of the orthophotography.

Ongoing maintenance and updates to the stormwater utility system will be required based on continual new information derived from orthophotos. Imagery will be evaluated against previous imagery to determine new developments and changes to existing properties for correct billing practices.

*Project History*

$100,000 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.
$150,000 was appropriated in the FY 2015-16 Budget, Ord. No. 2015-O0094, September 10, 2015.
$200,000 was appropriated in the FY 2016-17 Budget, Ord. No. 2016-O0135, September 8, 2016.

| | | | Unappropriated Planning Years | | | | | |
|---|---|---|---|---|---|---|---|---|
| *Appropriation Detail* | Appropriation to Date | FY 2016-17 | FY 2017-18 | FY 2018-19 | FY 2019-20 | FY 2020-21 | FY 2021-22 | Total Project Amount |
| Other Activities | 250,000 | 200,000 | 125,000 | 125,000 | 125,000 | 125,000 | 200,000 | 1,150,000 |
| **Total Project Appropriation** | 250,000 | 200,000 | 125,000 | 125,000 | 125,000 | 125,000 | 200,000 | 1,150,000 |

| *Funding Detail* | Funding to Date | FY 2016-17 | Unappropriated Planning Years FY 2017-18 | FY 2018-19 | FY 2019-20 | FY 2020-21 | FY 2021-22 | Total Funding |
|---|---|---|---|---|---|---|---|---|
| FY 2014 Storm Water Pay-As-You-Go | 100,000 | 0 | 0 | 0 | 0 | 0 | 0 | 100,000 |
| FY 2016 Storm Water Pay-As-You-Go | 150,000 | 0 | 0 | 0 | 0 | 0 | 0 | 150,000 |
| FY 2017 Storm Water Pay-As-You-Go | 0 | 200,000 | 0 | 0 | 0 | 0 | 0 | 200,000 |
| FY 2018 Storm Water Pay-As-You-Go | 0 | 0 | 125,000 | 0 | 0 | 0 | 0 | 125,000 |
| FY 2019 Storm Water Pay-As-You-Go | 0 | 0 | 0 | 125,000 | 0 | 0 | 0 | 125,000 |
| FY 2020 Storm Water Pay-As-You-Go | 0 | 0 | 0 | 0 | 125,000 | 0 | 0 | 125,000 |
| FY 2021 Storm Water Pay-As-You-Go | 0 | 0 | 0 | 0 | 0 | 125,000 | 0 | 125,000 |
| FY 2022 Storm Water Pay-As-You-Go | 0 | 0 | 0 | 0 | 0 | 0 | 200,000 | 200,000 |
| **Total Funding Sources** | 250,000 | 200,000 | 125,000 | 125,000 | 125,000 | 125,000 | 200,000 | 1,150,000 |

**Regular City Council Meeting** **5. 18.**

**Meeting Date:** 12/01/2016

## Information

### Agenda Item

**Resolution – Police**: Consider a resolution authorizing the Mayor to execute an agreement with the Office of the Governor Criminal Justice Division and Homeland Security Grants Division for the purchase of software upgrades for records management by the Lubbock Police Department.

### Item Summary

This is a rewording of the previously passed Resolution No. 2016-R0366. The original resolution for this grant agreement was rejected by the Office of the Governor (OOG), having not met their resolution wording requirements. Specifically, the OOG needed the resolution wording to incorporate the following:
1) The grant was in the best interests of Lubbock citizens for the period of the grant award.
2) The City would reimburse the funds to the OOG in case of loss or misuse of funds.
3) That the authorized official (Mayor Daniel Pope) be identified and have the power to apply for, accept, reject, alter or terminate the award on behalf of the City.
As a reminder: the grant is to fund a programming upgrade to the existing software infrastructure used by the Lubbock Police Department for records management. The update will facilitate the agency's adoption to Incident-Based Reporting from the current Summary Reporting system.

### Fiscal Impact

The City will receive $27,930.00 in grant funding.

### Staff/Board Recommending

Gregory Stevens, Chief of Police

## Attachments

CJD - Second Resolution
CJD - Approved Agreement
CJD - Grant
CJD - Budget Detail

# RESOLUTION

WHEREAS, the City Council of the City of Lubbock finds it in the best interest of the citizens of the City of Lubbock that the UCR to NIBRS Conversion Grant ("Project") be operated for the year 2016 -2017 (September 1, 2016 to August 31, 2017); and

WHEREAS, the City Council of the City of Lubbock agrees in the event of loss or misuse of the Office of the Governor funds, the City Council of the City of Lubbock assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City Council of the City of Lubbock designates Mayor Daniel M. Pope, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency. THEREFORE,

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 on behalf of the City of Lubbock a Grant Agreement and any associated documents with the Office of the Governor Criminal Justice Division and Homeland Security Grants Division, which Agreement and associated documents are attached hereto and made a part hereof for all intents and purposes.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Greg Stevens, Chief of Police

APPROVED AS TO FORM:

_____
Jeff Hartsell, Assistant City Attorney

RES.Criminal Justice Grant
November 7, 2016

Resolution No. 2016-R0366
Item No. 6.1.1
October 27, 2016

**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 on behalf of the City of Lubbock a Grant Agreement and any associated documents with the Office of the Governor Criminal Justice Division and Homeland Security Grants Division, which Agreement and any associated documents are attached hereto and made a part hereof for all intents and purposes

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Greg Stevens, Chief of Police

APPROVED AS TO FORM:

Jeff Harrell, Assistant City Attorney

vw:cedocs/RES.Agrmt-OOG & Homeland Security Grant
September 9, 2016

GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://eGrants.gov.texas.gov and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Grantee Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

Camille Cain
Executive Director
Criminal Justice Division

# UCR TO NIBRS CONVERSION GRANT

## PROJECT ABSTRACT

The proposed project will upgrade the information technology infrastructure of the Lubbock Police Department (LPD) to meet and support Incident-Based Reporting requirements to the Texas Department of Public Safety. This would be accomplished by using the software and services of a third party vendor to implement necessary programming and configuring to an already established Records Management System (RMS) environment. The vendor, having previously established the LPD's RMS environment in prior years, will expand upon the proprietary platform thereby causing minimal conflict and interruptions to RMS during the switch from Summary Reporting to Incident-Based Reporting.

Print This Page

**Agency Name:** Lubbock, City of
**Grant/App:** 3203701 **Start Date:** 9/1/2016 **End Date:** 8/31/2017

**Project Title:** UCR to NIBRS Conversion Grant
**Status:** Active Grant

## Budget Details Information

**Budget Information by Budget Line Item:**

| CATEGORY | SUB CATEGORY | DESCRIPTION | CJD | CASH MATCH | IN-KIND MATCH | GPI | TOTAL | UNIT/% |
|---|---|---|---|---|---|---|---|---|
| Contractual and Professional Services | Data Processing, Web Site, and/or Programming Services | UCR to NIBRS Upgrade Switch | $27,930.00 | $0.00 | $0.00 | $0.00 | $27,930.00 | 0 |

You are logged in as **User Name**: rogerwaynecox

Office of the Governor

# Criminal Justice Division & Homeland Security Grants Division

## *Grantee Conditions and Responsibilities*

September 1, 2016

*About this Document*

In this document, grantees will find requirements that apply to grants, state and federal requirements for grantees, and conditions for uses of grant funds administered by the Office of the Governor (OOG). It is incorporated into the Grant Agreement accepted by a grant's Authorized Official.

These requirements are in addition to those that can be found on the eGrants system – including the Grant Application and Grant Award – or in documents identified there, to which grantees agreed when applying for and accepting the grant. Other state and federal requirements and conditions may apply to your grant, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter I of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice (DOJ), the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the grantee.

It is important for grantees to review all of these policies to successfully manage their grant, maintain eligibility for funding, and avoid violating the terms of the Grant Agreement, any of which could result in the revocation of funding or other actions.

This document is organized by topic area, with sub-sections that designate which provisions apply generally to all OOG grantees, and those that apply only to grants awarded by divisions of OOG, namely the Homeland Security Grants Division (HSGD) and the Criminal Justice Division (CJD). Within those sub-sections are provisions that apply only to certain grant programs, activities, or grantees.

For clarification or further information, please see the Guide to Grants and other support materials at http://eGrants.Gov.Texas.Gov or contact the grant manager assigned to the relevant grant. If no grant manager has been assigned, please contact the eGrants help desk at via email at: eGrants@gov.texas.gov, or via telephone at: (512) 463-1919 or dial 7-1-1 for relay services.

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# 1. Grant Agreement Requirements and Conditions

## For all applicable OOG grantees

*1.1 Applicability of Grant Agreement and provisions*

The Grant Agreement is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

If any term or provision of this Grant Agreement is found to be invalid or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The invalid term or invalid provision shall be deemed severable and stricken from the Grant Agreement as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the grant close-out, maximum liability of OOG, cooperation and provision of additional information, return of grant funds, audit rights, records retention, public information, disclaimers and limitation of liability, indemnification, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

*1.2 Legal authority to apply*

The grantee certifies that it possesses legal authority to apply for the grant. A resolution, motion or similar action will be, before the award is accepted by the grantee, been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required. State agencies are not required to adopt a resolution.

*1.3 Amendments and changes to the Grant Agreement*

OOG and grantee may agree to make adjustments to the grant budget and detailed budget as documented in eGrants. Adjustments include, but are not limited to, modifying the scope of the grant project, adding funds to previously un-awarded cost items or categories, or changing funds in any awarded cost items or category or changing grant officials. OOG, at its sole discretion, and upon written notice by OOG to the grantee of any proposed adjustment, and after the grantee has had an opportunity to respond to the proposed adjustment, may adjust the grantee's Budget, Grant Narrative, Special Conditions, and/or any other items as deemed appropriate by OOG, at any time, during the term of this Grant Agreement.

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The grantee has no right or entitlement to reimbursement with grant funds. OOG and grantee agree that any act, action or representation by either Party, their agents or employees that purports to waive or alter the terms of the Grant Agreement or increase the maximum liability of OOG is void unless a written amendment to this Grant Agreement is first executed and documented in eGrants. The grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of OOG in excess of the "Maximum Liability of the OOG" as set forth in the Statement of Grant Award (SOGA).

***

Any alterations, additions, or deletions to the terms of this Grant Agreement must be documented in eGrants to be binding upon the Parties.

*1.4 General responsibility*

The grantee is responsible for the integrity of the fiscal and programmatic management of the grant project; accountability for all funds awarded; and compliance with OOG administrative rules, policies and procedures, and applicable federal and state laws and regulations.

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Grant funds may be used only for the purposes in the grantee's approved application. The recipient shall not undertake any work or activities that are not described in the grant application, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from OOG.

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The grantee will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant are met. The Texas Uniform Grant Management Standards has more guidance on this topic.

*1.5 Terms and conditions*

The grantee will comply with the terms and conditions as set forth and required in the funding announcement under which the approved application was submitted, the application, and award in eGrants. Notwithstanding the imposition of corrective actions, financial hold, and/or sanctions, the grantee remains responsible for complying with these terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with the grant agreement. The failure of OOG to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of OOG's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this grant agreement shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this grant agreement.

To the extent the terms and conditions of this grant agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this grant agreement and in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed this grant agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this grant agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the grant agreement.

*1.6 Special conditions*

Special Conditions may be imposed by OOG, at its sole discretion and at any time, without amending this Grant Agreement. Failure by OOG to provide notice does not absolve grantee of compliance with any special conditions. OOG may place grantee on immediate financial hold, without further notice, until all Special Conditions, if any, are met.

*1.7 Remedies for non-compliance*

If OOG determines that the grantee materially fails to comply with any term of this grant agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or any other applicable requirement, OOG, in its sole discretion and consistent with any applicable OOG Administrative Rules, may take actions including:

1. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by OOG;
2. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
3. Disallowing claims for reimbursement;
4. Wholly or partially suspending or terminating this grant;
5. Requiring return or offset of previous reimbursements;
6. Prohibiting the grantee from applying for or receiving additional funds for other grant programs administered by OOG until repayment to OOG is made and any other compliance or audit finding is satisfactorily resolved;
7. Reducing the grant award maximum liability of OOG;
8. Terminating this Grant Agreement;
9. Imposing a corrective action plan;
10. Withholding further awards; or
11. Taking other remedies or appropriate actions.

The grantee costs resulting from obligations incurred during a suspension or after termination of this grant are not allowable unless OOG expressly authorizes them in the notice of suspension or termination or subsequently.

OOG, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

*1.8 False statements by grantee*

By signature of this grant agreement, the grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this grant agreement. If applicable, the grantee will comply with the requirements of 31 USC § 3729, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties, or guarantees are false or if the grantee signs or executes the grant agreement with a false statement or it is subsequently determined that the grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this grant agreement, then OOG may consider this act a possible default under this grant agreement and may terminate or void this grant agreement for cause and pursue other remedies available to OOG under this grant agreement and applicable law. False statements or claims made in connection with OOG grants may result in fines, imprisonment, and debarment from participating in federal grants or contract, and/or other remedy available by law, potentially including the provisions of 38 USC §§ 3801-3812, which details the administrative remedies for false claims and statements made.

*1.9 Fraud, waste, and abuse*

The grantee understands that OOG does not tolerate any type of fraud, waste, or misuse of funds received from OOG. OOG's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, OOG policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. The grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

In the event grantee becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from OOG that is made against the grantee, the grantee is required to immediately notify OOG of said allegation or finding and to continue to inform OOG of the status of any such on-going investigations. The grantee must also promptly refer to OOG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Grantees must also immediately notify OOG in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OOG in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits, or indictments to OOG. If a federal or state court or administrative agency renders a judgement or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgement or order to OOG.

The grantee is expected to report any possible fraudulent or dishonest acts, waste, or abuse to OOG's Fraud Coordinator or Ethics Advisor at (512) 463-1788 or in writing to: Ethics Advisor, Office of the Governor, P.O. Box 12428, Austin, Texas 78711.

These provisions apply to all grantees and subgrantees or subcontractors.

*1.10 Dispute resolution*

The Parties' representatives will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

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Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OOG, the grantee shall continue performance and shall not be excused from performance during the period any breach of Grant Agreement claim or dispute is pending.

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The laws of the State of Texas govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements.

Venue for any grantee-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Travis County District Court or

the United States District Court, Western District of Texas - Austin Division. Venue for any OOG-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement may be commenced in a Texas state district court or a United States District Court selected by OOG in its sole discretion.

The grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the courts referenced above for the purpose of prosecuting and/or defending such litigation. The grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

*1.11 Funds limited by agreement and subject to availability*

The grantee agrees that nothing in this grant will be interpreted to create an obligation or liability of OOG in excess of the funds delineated in this grant. The grantee agrees that funding for this grant is subject to the actual receipt by OOG of grant funds (state and/or federal) appropriated to OOG for the grant program. The grantee agrees that the grant funds, if any, received from OOG may be limited by the term of each state biennium and by specific appropriation authority to and the spending authority of OOG for the purpose of this grant. The grantee agrees that notwithstanding any other provision of this grant, if OOG is not appropriated the funds or if OOG does not receive the appropriated funds for this grant program, or if the funds appropriated to OOG for this grant program are required to be reallocated to fund other federal or state programs or purposes, OOG is not liable to pay the grantee the maximum liability mount specified in the SOGA or any other remaining balance of unpaid funds. If OOG or the program fund becomes subject to legislative change, revocation of statutory authority, lack of appropriated funds, or unavailability of funds which would render performance under this grant agreement impossible, this grant agreement may be immediately terminated without recourse, liability, or penalty against OOG upon written notice to grantee.

*1.12 Termination of the agreement*

OOG may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against OOG, upon thirty (30) calendar days' written notice to grantee. In the event grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, OOG may, upon written notice to grantee, terminate this agreement for cause, without further notice or opportunity to cure. Such notification of Termination for Cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

OOG and grantee may mutually agree to terminate this Grant Agreement. OOG in its sole discretion will determine if, as part of the agreed termination, grantee is required to return any or all of the disbursed grant funds.

Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Agreement. Following termination by OOG, grantee shall continue to be obligated to OOG for the return of grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, OOG's obligation to reimburse grantee is limited to allowable costs incurred and paid by the grantee prior to the effective date of termination, and any allowable costs determined by OOG in its sole discretion to be reasonable and necessary to cost-effectively wind up the grant. Termination of this Grant Agreement for any reason or expiration of this Grant Agreement shall not release the Parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

*1.13 Communication with grantee*
Notice may be given to the grantee via eGrants, email, hand-delivery, or United States Mail. Notices to the grantee will be sent to the name and address supplied by grantee in eGrants.

*1.14 Limitation of liability*
The grantee agrees to indemnify and hold harmless OOG, the State of Texas and its employees, agents, officers, representatives, contractors, and/or designees from any and all liability, actions, claims, demands or suits whatsoever, including any litigation costs, attorneys' fees, and expenses, relating to tax liability, unemployment insurance and/or workers' compensation in grantee's performance under this grant agreement. The grantee shall be liable to pay all costs of defense including attorneys' fees. The defense shall be coordinated by grantee with OOG and the Office of the Attorney General when OOG, the State of Texas or its employees, agents, officers, representatives, contractors and/or designees are named defendants in any lawsuit and grantee may not agree to any settlement without first obtaining the concurrence from OOG and the Office of the Attorney General. The grantee and OOG agree to furnish timely written notice to each other of any such claims.

The grantee further agrees to indemnify and hold harmless OOG, the State of Texas and its employees, agents, officers, representatives, contractors, and/or designees from any and all liability, actions, claims, demands, or suits, whatsoever, including any litigation costs, attorneys' fees, and expenses, that arise from any acts or omissions of grantee or any of its officers, employees, agents, contractors, and assignees, relating to this grant agreement regardless of whether the act or omission is related to this grant agreement. The defense shall be coordinated by grantee OOG and the Office of the Attorney General when OOG, the State of Texas or its employees, agents, officers, representatives, contractors and/or designees are named defendants in any lawsuit and grantee may not agree to any settlement without first obtaining the concurrence from OOG and the Office of the Attorney General. The grantee and OOG agree to furnish timely written notice to each other of any such claims.

***

The grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by OOG, its officers, employees, agents, or contractors or the State of Texas of any privileges, rights, defenses, remedies, or immunities from suit and liability that OOG or the State of Texas may have by operation of law.

*1.15 Liability for taxes*
The grantee agrees and acknowledges that grantee shall be entirely responsible for the liability and payment of grantee's and grantee's employees' taxes of whatever kind, arising out of the performances in this Grant Agreement. The grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. OOG and/or the State of Texas shall not be liable to the grantee, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a state employee or employee of OOG.

*1.16 Force majeure*
Neither the grantee nor OOG shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to strikes, lockouts or labor shortages, embargo, riot, war, revolution, terrorism, rebellion, insurrection, flood, natural disaster, or interruption of utilities from external causes. Each Party must inform the other in writing, with proof

of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

*1.17 Debt to State*

The grantee agrees, to the extent grantee owes any debt (child support or other obligation) or delinquent taxes to the State of Texas, any payments grantee is owed under this Grant Agreement may be applied by the Comptroller of Public Accounts toward any such debt or delinquent taxes until such debt or delinquent taxes are paid in full.

*1.18 Grantee an independent contractor*

The grantee expressly agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of grantee be considered an employee, agent, servant, joint venturer, joint enterpriser or partner of OOG or the State of Texas. The grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. All persons furnished, used, retained, or hired by or on behalf of the grantee or any of the grantee's contractors shall be considered to be solely the employees or agents of the grantee or the grantee's contractors. The grantee or grantee's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law. The grantee agrees to take such steps as may be necessary to ensure that each contractor of the grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OOG or the State of Texas. The grantee is responsible for all types of claims whatsoever due to actions or performance under this Grant Agreement, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties.

*1.19 No assignment of rights or obligations*

The grantee may not assign this Grant Agreement or any of its rights or obligations under this Grant Agreement to any third party or entity. Any attempted assignment without OOG's prior written consent is void and may result in the termination of this Grant Agreement.

*1.20 Funds are for sole benefit of grantee*

It is expressly agreed that any solicitation for or receipt of funds of any type by the grantee is for the sole benefit of the grantee and is not a solicitation for or receipt of funds on behalf of OOG or the Governor of the State of Texas.

*1.21 Project period*

The performance period for this Grant is listed on the Statement of Grant Award. All goods must be obligated and all services must be received within the performance period. OOG will not be obligated to reimburse expenses incurred after the performance period.

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The grantees must take reasonable steps to commence project activities upon receiving notice of a grant award:

- **Commencement within 60 days.** If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is

later, the grantee must report by letter to OOG the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

- **Commencement within 90 days.** If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a second statement to OOG explaining the implementation delay. Upon receipt of the 90-day letter, OOG may cancel the project and redistribute the funds to other project areas. OOG may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

*1.22 Close out*

OOG will close-out the grant award when it determines that all applicable administrative actions and all required work of the Grant have been completed by the grantee.

The grantee must submit all financial, performance, and other reports as required by the terms and conditions of the grant award. Submission of the final Financial Status Report will initiate grant close out with OOG.

The grantee must promptly refund any balances of unobligated cash that OOG paid in advance or paid and that are not authorized to be retained by the grantee for use in other projects.

## For all applicable CJD grantees

*1.23 Federal program laws, rules, and guidelines*

The grantee must comply with applicable provisions of federal and state law and regulations, terms and conditions applicable to the federal awards providing funding for the grant award, and any applicable program guidelines, which may include:

1. Office of Juvenile Justice and Delinquency Prevention (OJJDP) Formula Grants Program requirements as outlined in the Juvenile Justice and Delinquency Prevention Act of 2002, the applicable guidelines, the OJJDP Certified Assurances, and the most recent OJJDP Formula Grants Consolidated Regulation (28 CFR Part 31), to the extent that those regulations are not in conflict with the grant agreement;
2. The Omnibus Crime Control and Safe Streets Act of 1968 (as amended - 42 U.S.C 3711 et seq.);
3. Victims of Crime Act (VOCA) program guidelines, including VOCA Final Program Guidelines FY 1997 Victim Assistance Program or those finalized in 2015 and included in 28 CFR 94, depending on applicability and the federal award under which the grant was made;
4. Violence Against Women Act (VAWA) relevant statutory and regulatory requirements, including the Violence Against Women Act of 1994 (P.L., 103-322), the Violence Against Women Act of 2000 (P.L. 106-336), the Violence Against Women and Department of Justice Reauthorization Act of 2005 (P.L. 109-162), the Violence Against Women Reauthorization Act of 2013 (P.L. 113-4), the Office on Violence Against Women's (OVW) implementing regulations at 28 CFR Part 90, OVW's general terms and conditions available at http://www.justice.gov/ovw/grantees (these do not supersede any specific conditions in the grant agreement), and the financial and administrative requirements set forth in the current edition of the Office on Violence Against Women (OVW) Financial Grants Management Guide;
5. The provisions of the current edition of the Department of Justice Grants Financial Guide; and
6. All other applicable Federal laws, orders, circulars, or regulations.

*1.24 Applicability of Part 200 Uniform Requirements*

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 CFR Part 2800 (the "Part 200 Uniform Requirements") apply to any grants funded through Department of Justice awards made after their adoption by DOJ on December 26, 2014. They supersede, among other things, the provisions of 28 CFR Parts 66 and 70, as well as those of 2 CFR Parts 215, 220, 225, and 230. If any grant is funded through an earlier Department of Justice award supplemented by an award made after December 26, 2014, the Part 200 Uniform Requirements apply with respect to all award funds (whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of the supplemental award.

Potential availability of grace period for procurement standards: Under the Part 200 Uniform Requirements, a time-limited grace period may be available under certain circumstances to allow for transition from policies and procedures that complied with previous standards for procurements under federal awards to policies and procedures that comply with the new standards (that is, to those at 2 CFR 200.317 through 200.326).

For more information on the Part 200 Uniform Requirements, including information regarding the potentially-available grace period described above, see the Office of Justice Programs (OJP) website at http://ojp.gov/funding/Part200UniformRequirements.htm.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

**For all applicable HSGD grantees**

*1.25 Allocation and use of funds*

All allocations and use of funds under this Grant shall be in accordance with the applicable federal Notice of Funding Opportunity (NOFO) for the Federal Grant Title specified on this Grant.

*1.26 Mutual aid agreement*

During the performance period of this Grant the grantee must participate in a legally-adopted county and/or regional mutual aid agreement.

## 2. Organizational Eligibility

**For all applicable OOG grantees**

*2.1 Good standing eligibility for grantees*

1. The grantee is in good standing under the laws of the State in which it was formed or organized, and has provided OOG with any requested or required documentation to support this certification.
2. The grantee agrees to remain in good standing any state or federal governmental bodies related to the grantee's right to conduct its business in Texas, including but not limited to the Texas Secretary of State and the Texas Comptroller of Public Accounts, as applicable.
3. The grantee owes no delinquent taxes to any taxing unit of this State as of the effective date of this Grant Agreement.
4. The grantee is non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

5. The grantee has or will obtain all licenses, certifications, permits, and authorizations necessary to perform its obligations under this Grant Agreement, without costs to OOG.
6. The grantee is currently is in good standing with all licensing, permitting or regulatory bodies that regulate any or all aspects of grantee's business or operations.
7. The grantee agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.
8. The grantee shall comply with any applicable federal, state, county, local and municipal laws, ordinances, resolutions, codes, decisions, orders, rules, and regulations, in connection with its obligations under this Grant Agreement.
9. The grantee does not have any existing claims against or unresolved audit exceptions with the State of Texas or any agency of the State of Texas.
10. If the grantee is a health and human services agency or public safety or law enforcement agency, it will not contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

*2.2 System for Award Management (SAM)-related requirements*

1. The grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency). These requirements include maintaining current registrations and the currency of the information in SAM. The grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 CFR Part 25.
2. Applicable to this Grant Agreement is the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing - Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001, and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's System for Award Management (SAM), https://www.sam.gov, which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.
3. The grantee will comply with Executive Orders 12549 and 12689 that requires "a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)", in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The grantee certifies it will verify each vendor's status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.
4. The grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the grantee is in compliance with the State of Texas statutes and rules relating to procurement and that the grantee is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

*2.3 Deceptive Trade Practices violations*

The grantee represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that the grantee has not been found to be liable for such practices in such proceedings. The grantee certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit, and that such officers have not been found to be liable for such practices in such proceedings. The grantee shall notify OOG in writing within five (5) calendar days if grantee or any of its officers are subject to allegations of Deceptive Trade Practices or are the subject of alleged violations of any unfair business practices in an administrative hearing or court suit, and that the grantee or officers have been found to be liable for such practices in such proceedings.

*2.4 ACORN*

The grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OOG.

*2.5 Hurricane contract violations*

Texas law prohibits OOG from awarding a contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under section 2155.006 of the Texas Government Code, the grantee is not ineligible from entering into this Grant Agreement and acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

*2.6 Terminated contracts*

The grantee has not had a contract terminated or been denied the renewal of any contract for non-compliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the grantee does have such a terminated contract, the grantee shall identify the contract and provide an explanation for the termination. The grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

**For all applicable CJD grantees**

*2.7 Special eligibility requirements for grantees of VOCA funds*

For grantees receiving Victims of Crime Act (VOCA) funds: The grantee assures that it and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 42 USC 10603(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the recipient certifies:

1. That it is an eligible victim assistance organization, 42 USC 10603(a)(2); and
2. That funds under this award will not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 42 USC 10603(a)(2).

## 3. Audit and Records Requirements

### For all applicable OOG grantees

*3.1 Grantee subject to audits*

The grantee understands and agrees that grantee is subject to relevant audit requirements present in state or federal law or regulation or by the terms of this award. For federally funded grants, audit requirements can be found in 2 CFR Part 200 or OMB Circular A-133. For state funded awards, audit requirements can be found in the Uniform Grant Management Standards.

*3.2 Single Audit requirements*

The grantees expending more than a certain level of federal funds in a fiscal year are subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl. For grantees receiving a grant from a federal award whose effective date falls within a grantee's fiscal year that begins on or after December 26, 2014, that level is $750,000. For grantees receiving a grant from a federal award whose effective date falls within a grantee's fiscal year that begins before December 26, 2014, that level is $500,000.

The grantees expending more than $750,000 in state funds in a fiscal year are subject to the requirements in the Texas Single Audit Circular, at http://comptroller.texas.gov/procurement/catrad/ugms.pdf.

The audit must be completed and the data collection and reporting package described in described in 2 CFR 200.512 must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier.

The grantees who are not required to have an audit for the grantee's fiscal year in which the state or federal awards were made or expended, shall so certify in writing to OOG. The grantee's chief executive officer or chief financial officer shall make the certification within 60 days of the end of the grantee's fiscal year.

*3.3 Cooperation with monitoring, audits, and records requirements*

In addition to and without limitation on the other audit provisions of this Grant Agreement, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office or successor agency, may conduct an audit or investigation of the grantee or any other entity or person receiving funds from the State directly under this Grant Agreement or indirectly through a subcontract under this Grant Agreement. The acceptance of funds by the grantee or any other entity or person directly under this Grant Agreement or indirectly through a subcontract under this Grant Agreement acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, the grantee or another entity that is the subject of an audit or investigation by the State Auditor's Office shall provide the State Auditor's Office with prompt access to any information the State Auditor's Office considers relevant to the investigation or audit. The grantee further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. The grantee shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the grantee and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the grantee related to this Grant Agreement. This Grant Agreement may be amended

unilaterally by OOG to comply with any rules and procedures of the State Auditor's Office in the implementation and enforcement Section 2262.154 of the Texas Government Code.

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1. The grantee agrees to comply with the grant monitoring guidelines, protocols, and procedures established by OOG and any federal funding agency, and to cooperate with OOG and any relevant federal agency generally, including on any compliance review or complaint investigation conducted by the Federal sponsoring agency or OOG and on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits.
2. The grantee shall maintain adequate records that enable OOG and any relevant federal agency to complete monitoring tasks, including to verify all reporting measures, requests for reimbursements, and expenditure of match funds related to this Grant Agreement. The grantee shall maintain such records as are deemed necessary by OOG, the State Auditor's Office, other auditors of the State of Texas, the federal government or such other persons or entities designated or authorized by OOG to ensure proper accounting for all costs and performances related to this Grant Agreement.
3. OOG may request documented proof of payment. Acceptable proof of payment includes, but is not necessarily limited to, a receipt or other documentation of a paid invoice, a general ledger detailing the specific revenue and expenditures, a monthly bank statement evidencing payment of the specific expenditure, bank reconciliation detail, copies of processed checks, or a printed copy of an electronic payment confirmation evidencing payment of the specific expenditure to which the reimbursement relates.
4. The grantee authorizes OOG, the State Auditor's Office, the Comptroller General, and any relevant federal agency, and their representatives, the right to audit, examine, and copy all paper and electronic records, books, documents, accounting procedures, practices, and any other requested records, in any form; relevant to the grant, the operation and management of the grantee, and compliance with this grant agreement and applicable state or federal laws and regulations; and will make them readily available upon request. The grantee will similarly permit access to facilities, personnel, and other individuals and information as may be necessary.
5. If requested, the grantee shall submit to OOG a copy of its most recent independent financial audit. If requested, the grantee shall submit to OOG any audited financial statements, related management letters and management responses of grantee, and financial audit documents or portions thereof that are directly related to the grantee's performance of its obligations under this Grant Agreement.
6. OOG may make unannounced monitoring visits at any time but will, whenever practical as determined at the sole discretion of OOG, provide the grantee with up to five (5) business days advance notice of any such examination or audit. Any audit of records shall be conducted at the grantee's principal place of business and/or the location(s) of the grantee's operations during the grantee's normal business hours. The grantee shall provide to OOG or its designees, on the grantee's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone services and Internet connectivity, utilities, and office-related equipment and duplicating services as OOG or its designees may reasonably require to perform the audits described in this Grant Agreement.
7. In addition to the information contained in the required reports, other information may be required as requested by OOG, including OOG asking for more information regarding project performance or funds expenditures. In the event OOG requires additional information regarding the information or

data submitted, the grantee will promptly provide the additional information. The grantee also agrees to assist OOG in responding to questions and assisting in providing information responsive to any audit, legislative request, or other inquiry regarding the grant award. Upon the request of OOG, the grantee must submit to OOG any additional documentation or explanation OOG may desire to support or document the requested payment or report submitted under this Grant Agreement.

8. If after a written request by OOG or a relevant federal agency, the grantee fails to provide required reports, information, documentation, or other information within reasonable deadlines set by OOG or the relevant federal agency, as required by this Grant Agreement, or fails to fulfil any requirement in this section, then OOG may consider this act a possible default under this Grant Agreement, and the grantee may be subject to sanctions including but not limited to, withholdings and/or other restrictions on the recipient's access to grant funds; referral to relevant agencies for audit review; designation of the recipient as a high-risk grantee; or termination of awards.
9. The grantee agrees to hold any subcontractors or subgrantees to the provisions of this section and to require and maintain the documentation necessary to complete monitoring tasks performed by any subcontractor or subgrantee. The grantee shall ensure that this section concerning the authority to audit funds received indirectly by subcontractors through grantee and the requirement to cooperate is included in any subcontract it awards related to this grant. The grantee will direct any other entity, person, or contractor receiving funds directly under this Grant Agreement or through a subcontract under this Grant Agreement to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor that pertain to this Grant Agreement.

*3.4 Requirement to address audit findings*

If any audit, financial or programmatic monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the grantee's obligations hereunder, the grantee agrees to propose and submit to OOG a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the grantee's receipt of the findings. The grantee's corrective action plan is subject to the approval of OOG.

OOG, at its sole discretion, may impose remedies as part of a corrective action plan, including, but not limited to: increasing monitoring visits; requiring that additional or more detailed financial and/or programmatic reports be submitted; requiring prior approval for expenditures; requiring additional technical or management assistance and/or making modifications in business practices; reducing the grant award amount; and/or terminating this Grant Agreement. The foregoing are not exclusive remedies, and OOG may impose other requirements that OOG determines will be in the best interest of the State.

The grantee understands and agrees that the grantee must make every effort to address and resolve all outstanding issues, findings, or actions identified by OOG (and/or, in the case of federally funded grant, a relevant federal agency) through the corrective action plan or any other corrective plan. Failure to promptly and adequately address these findings may result in grant funds being withheld, other related requirements being imposed, or other sanctions and penalties. The grantee agrees to complete any corrective action approved by OOG within the time period specified by OOG and to the satisfaction of OOG, at the sole cost of the grantee. The grantee shall provide to OOG periodic status reports regarding the grantee's resolution of any audit, corrective action plan, or other compliance activity for which the grantee is responsible.

*3.5 Records retention*

The grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from OOG under this Grant Agreement. Audit trails maintained by the grantee will, at a minimum, identify the supporting documentation prepared by the grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Grant Agreement. The grantee's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and to verify performance and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of payment information.

The grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this Grant Agreement pursuant to 2 CFR 200.333, UGMS, and state law.

1. The grantee must retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit.
2. Records related to real property and equipment acquired with grant funds shall be retained for three (3) years after final disposition.
3. For all training and exercises paid for by this Grant, grantee must complete, deliver to the appropriate source, and then retain copies of all after-action reports and certificates of training completion for the time period specified in this Section.
4. OOG or Federal Funding Agency may direct a grantee to retain documents for longer periods of time or to transfer certain records OOG or federal custody when OOG or Federal Funding Agency determines that the records possess long term retention value.
5. The grantee must give the Federal Funding Agency, the Comptroller General of the United States, the Texas State Auditor's Office, OOG, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by grantee pertaining to this Grant including records concerning the past use of grant funds. Such rights to access shall continue as long as the records are maintained.
6. The grantee must include the substance of this Section in all subcontracts.

## 4. Civil Rights

### For all applicable OOG grantees

*4.1 Compliance with Civil Rights requirements*

A. The grantee will comply with all State and Federal statutes relating to nondiscrimination and ensure, in accordance with federal civil rights laws, that the grantee shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

B. The grantee will comply, and all its contractors and subgrantees will comply, with all federal statutes and rules relating to nondiscrimination. These include but are not limited to:

    1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
    2. Title IX of the Education Amendments of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
    3. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990 (42 USC § 12131-34);

4. The Age Discrimination Act of 1974, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age;
5. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism;
7. Sections §§ 523 and 527 of the Public Health Service Act of 1912 (42 USC 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
8. Title VIII of the Civil Rights Act of 1968 (42 USC § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
9. For grantees receiving Department of Homeland Security (DHS) funds, Titles I, II and III of the Americans with Disabilities Act;
10. 128 CFR 38 (Equal Treatment for Faith-Based Organizations) relating to the nondiscrimination of provision of services on the basis of religion - see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations) and Ex. Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations);
11. Any other nondiscrimination provisions in the specific statute(s) or the state or federal solicitation or funding announcement under which application for grant funds is being made; and
12. The requirements of any other nondiscrimination statute(s) which may apply to the application.

C. **Depending on the funding source,** a recipient must also comply with the nondiscrimination provisions within the applicable program statutes, which may include but is not limited to the Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3789(d)), the Victims of Crime Act (42 USC § 10604(e)), or the Juvenile Justice and Delinquency Prevention Act (42 USC § 5672(b)).

D. **For grantees receiving funds originating with the Department of Justice,** for technical assistance on complying with the civil rights laws linked to the receipt of federal financial assistance from OJP, please contact the Office of Justice Programs Office for Civil Rights 810 7th Street NW Washington, DC 20531 202-307-0690 Fax: 202-616-9865 TTY: 202-307-2027.

E. Collectively, these federal laws prohibit a grantee from discriminating either in employment (subject to the exemption for certain faith-based organizations discussed below; see "Explanatory note on the treatment of Faith-Based Organizations for CJD grantees of federal funds") or in the delivery of services or benefits on the basis of race, color, national origin, sex, religion, or disability.

F. In the event any federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin (including limited English proficiency), sex, age, disability, or familial status against the grantee, or the grantee settles a case or matter alleging such discrimination, the grantee must forward a copy of the complaint and findings to OOG and, as applicable, the Office of Justice Programs Office for Civil Rights (OCR), or the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

*4.2 Limited English Proficiency*

The grantee will comply with Title IV of the Civil Rights Act of 1964, which prohibits grantees from discriminating on the basis of national origin in the delivery of services or benefits, entails taking

reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to funded programs or activities. An LEP person is one whose first language is not English and who has a limited ability to read, write, speak, or understand English. Meaningful access may entail providing language assistance services, including oral interpretation and written translation, where necessary. In order to facilitate compliance with Title VI, grantees are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets.

**The grantees of DOJ funds (via CJD grants)** should be aware that similar requirements are found in the Omnibus Crime Control and Safe Streets Act of 1968 and may apply to them. More information can be found in the DOJ guidance document available on http:///www.LEP.gov.

**The grantees of DHS funds (via HSGD grants)** should see the April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a grantee can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

### For all applicable CJD grantees

*4.3 Explanatory note on the treatment of Faith-Based Organizations for CJD grantees of federal funds:*
In 2002, President George W. Bush issued Executive Order 13279 and in 2004, DOJ issued the regulation, Equal Treatment for Faith-Based Organizations, 28 CFR Part 38. In general, the Executive Order and regulation require funding organizations to treat faith-based organizations (FBOs) the same as any other applicant or recipient of DOJ funding, neither favoring nor discriminating against FBOs in making and administering grant awards, and require that FBOs be allowed to retain their independence, autonomy, expression, and religious character when competing for DOJ financial assistance used to support social service programs and participating in the social service programs supported with DOJ financial assistance.

The Executive Order and regulation also prohibit recipient FBOs from using Justice Department funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Funded FBOs may, of course, engage in inherently religious activities; however, these activities must be separate in time or location from the federally assisted program. Moreover, funded FBOs must not compel program beneficiaries to participate in inherently religious activities. Funded faith-based organizations must also not discriminate on the basis of religion in the delivery of services or benefits.

Some program statutes, including the Omnibus Crime Control and Safe Streets Act of 1968, the Victims of Crime Act, and the Juvenile Justice and Delinquency Prevention Act, contain express nondiscrimination provisions that prohibit all recipients of funding under these statutes from discriminating on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit FBOs applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

If the statute that authorizes a DOJ funding program generally forbids consideration of religion in employment decisions by grantees, an FBO may receive DOJ funds and continue to consider religion when hiring staff if it meets the following criteria:

1. The FBO demonstrates that its program for which it seeks federal funding is an exercise of religion;
2. The FBO demonstrates that requiring it to either forgo its religious preference in hiring or forgo the federal funding would substantially burden its exercise of religion; and
3. The funding entity is unable to demonstrate that applying the nondiscrimination provision to this FBO would both further a compelling government interest and be the least restrictive means of furthering this interest.

The OJP and state administering agencies will grant exemptions to the prohibition against hiring discrimination on the basis of religion in the program statutes on a case-by-case basis to FBOs that certify to the following, unless there is good reason to question its truthfulness:

1. The FBO will offer all federally-funded services to all qualified beneficiaries without regard for the religious or non-religious beliefs of those individuals; and
2. Any activities of the FBO that contain inherently religious content will be kept separate in time or location from any services supported by direct federal funding, and if provided under such conditions, will be offered only on a voluntary basis; and
3. The FBO is a religious organization that sincerely believes that providing the services in question is an expression of its religious beliefs; that employing individuals of particular religious belief is important to its religious exercise; and that having to abandon its religious hiring practice to receive federal funding would substantially burden its religious exercise.

FBOs that are seeking federal financial assistance under the Safe Streets Act, VOCA, and Juvenile Justice and Delinquency Prevention Act as well as an exemption to their prohibition against religious discrimination in hiring, must complete and retain an original, signed document for their records (see Certificate of Exemption for Hiring Practices on the Basis of Religion), certifying to the three provisions set forth above, and then, must submit a copy of the signed Certificate of Exemption to the DOJ through the Grants Management System, after receipt of an award. For more information, please consult the Office for Civil Rights.

*4.4 Special Civil Rights provision for all CJD grantees of federal funds*

OJP recipients may not discriminate on the basis of age in the delivery of services or benefits; award funds may also not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

*4.5 Special Civil Rights provisions for grantees of VAWA and SASP funds*

For grantees of funds from the federal Office on Violence Against Women (grant programs include: Sexual Assault Service Program - SASP and Violence Against Women Act - VAWA):

The Violence Against Women Reauthorization Act of 2013 added a new civil rights provision that applies to all OVW grants issued in FY 2014 or after. This provision prohibits OVW grantees from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identify, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The grantee acknowledges that it will comply with this provision.

*4.6 Equal Employment Opportunity Plan*

**All recipients of Department of Justice grants** must either 1) develop and file an Equal Employment Opportunity Plan (EEOP) with the Department of Justice; OR 2) file a certification of exemption from EEOP requirements, if eligible. The Department of Justice released a new EEOP Certification Form in late 2015. Every recipient of a federal grant must now complete an EEOP Certification Form, even those that are exempt from filing an EEOP.

If a grantee is required to submit an EEOP, that grantee must also file a Certification Form declaring that submission. The grantee must keep a copy of both the EEOP and the Certification Form on-file and available at any time upon request from CJD. If a grantee is claiming an exemption from filing an EEOP, that grantee must complete the federal Certification Form for that exemption in order to be eligible for federal funds. Grantees must keep a copy of the Certification Form on-file and available at any time upon request from CJD.

EEOP guidance and the Certification Form for both filers and those claiming an exemption is available at: http://ojp.gov/about/ocr/eeop.htm.

The grantee acknowledges that failure to submit an acceptable EEOP (if recipient is required to submit one), that is approved by the Office for Civil Rights, is a violation of the Grant Agreement and may result in suspension or termination of funding, until such time as the recipient is in compliance.

**For all applicable HSGD grantees**

*4.7 Reporting accusations of discrimination*

If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

*4.8 Equal Opportunity Clause*

The grantee will comply with the requirement that except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

## 5. Personnel

**For all applicable OOG grantees**

*5.1 Overtime*

Overtime is allowable to the extent that it is included in OOG-approved budget, the grantee agency has an overtime policy approved by its governing body, and both grant-funded and non-grant funded personnel are treated the same with regards to the application of overtime policy(ies). In addition, in no case is dual compensation allowable. That is, an employee of a grantee agency may not receive compensation for hours worked (including paid leave) from his/her agency AND from an award for a

single period of time, even though such work may benefit both activities. Overtime payments issued outside of these guidelines are the responsibility of the grantee agency.

*5.2 Notification of grant-contingent employees*

Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by OOG.

*5.3 Minimum wage and maximum hours*

The grantees will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

### For all applicable CJD grantees

*5.4 Compensation maximums – recipients of federal funds*

**With respect to this award, federal funds** may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of CJD and its federal funding agency.

### For all applicable HSGD grantees

*5.5 Personnel cost limits*

Up to fifty percent (50%) of all federal Homeland Security Grant Program (HSGP) awards may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, use of HSGP funding to pay for staff and/or contractor regular time or overtime/backfill, among other items, are considered personnel-related costs. Subrecipients may request a waiver to the 50% personnel cap by submitting a waiver request through its respective regional council or urban area working group to HSGD at eGrants@gov.texas.gov. Requests for waivers shall be submitted on official grantee letterhead and be signed by the grantee's authorized official. Waivers shall contain the information required on page 9 of the FEMA Information Bulletin 379.

## 6. Confidentiality, Privacy, Public Information, and Records

### For all applicable OOG grantees

*6.1 Non-disclosure agreements*

Restrictions and certifications regarding non-disclosure agreements and related matters - No grantee or subgrantee under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information.

The foregoing is not intended to contravene requirements applicable to Standard Form 312 (which relates 10 classified information), Form 4414 (which relates to sensitive compartmented information), or

any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient:
    a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
    b. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to OOG, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that federal agency.
2. If the recipient does or is authorized to make subawards or contracts under this award:
    a. It represents that:
        i. It has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
        ii. It has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
    b. It certifies that, if it learns or is notified that any subgrantee, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to OOG, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by OOG.

*6.2 Personally identifiable information*

If the grantee collects personally identifiable information, it will have a publically-available privacy policy that describes what information it collects, how it uses the information, whether it shares the information with third parties, and how individuals may have their information corrected where appropriate. The grantee shall establish a method to secure the confidentiality of any records related to the grant program that are required to be kept confidential by applicable federal or state law or rules. This provision shall not be construed as limiting OOG's access to such records and other information under any provision of this Grant Agreement.

*6.3 Public Information*

Notwithstanding any provisions of this Grant Agreement to the contrary, the grantee acknowledges that the State of Texas, OOG, and this Grant Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA"). The grantee acknowledges that OOG will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

The grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OOG, is subject to the PIA, whether created or produced by the grantee or any third party, and the grantee agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to OOG or State of Texas. The grantee will cooperate with OOG in the production of documents or information responsive to a request for information. The grantee must ensure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, Vernon's 1994, unless otherwise expressly prohibited by law.

Information provided by or on behalf of the grantee under, pursuant to, or in connection with this Grant Agreement that the grantee considers proprietary, financial, trade secret, or otherwise confidential information (collectively "Confidential Information") shall be designated as such when it is provided to OOG or State of Texas or any other entity in accordance with this Grant Agreement. Merely making a blanket claim that the all documents are protected from disclosure because they may contain some proprietary or confidential information may not render the whole of the information confidential. Any information which is not clearly identified as proprietary or confidential is subject to release in accordance with the Act. OOG agrees to notify the grantee in writing within a reasonable time from receipt of a request for information covering the grantee's Confidential Information. OOG will make a determination whether to submit a Public Information Act request to the Attorney General.

The grantee agrees to maintain the confidentiality of information received from OOG or State of Texas during the performance of this Grant Agreement, including information which discloses confidential personal information particularly, but not limited to, personally identifying information, personal financial information and social security numbers.

The grantee must immediately notify and provide a copy to OOG of any Public Information Request or other third-party request for the disclosure of information it receives related to this Grant award.

### For all applicable CJD grantees

*6.4 Special confidentiality and privacy requirements for grantees of federal funds*

DOJ regulations (28 CFR Part 22) require recipients of OJP funding to submit a Privacy Certificate as a condition of approval of any grant application or contract proposal that contains a research or statistical component under which "information identifiable to a private person" will be collected, analyzed, used, or disclosed. The funding recipient's Privacy Certificate includes a description of its policies and procedures to be followed to protect the confidentiality of identifiable data. (28 CFR Section 22.23)

DOJ's regulations provide, among other matters, that: "Research or statistical information identifiable to a private person may be used only for research or statistical purposes." (28 CFR Section 22.21) Moreover, any private person from whom information identifiable to a private person is collected or obtained (either orally or by means of written questionnaire or other document) must be advised that the information will only be used or disclosed for research or statistical purposes and that compliance with the request for information is voluntary and may be terminated at any time. (28 CFR Section 22.27)

For more information and to submit any Privacy Certificates, contact your CJD grant manager.

*6.5 Special confidentiality and privacy requirements for grantees of SASP or VAWA funds*

The grantee agrees to comply with the provisions of 42 USC 13925(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as

policies and procedures for release of victim information. The grantee also agrees to ensure that any subgrantees meet these requirements.

## 7. Conflicts of Interest

### For all applicable OOG grantees

*7.1 Conflict of interest safeguards*

The grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The grantee will operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to its performance under this Grant Agreement.

The grantee must disclose, in writing, within fifteen (15) calendar days of discovery, any existing, actual or potential conflicts of interest relative to its performance under this Grant Agreement.

The grantee is and shall remain in compliance during the term of this Grant Agreement with Texas Government Code, Section 669.003, Contracting with Executive Head of State Agency; and Section 572, Employment of Former State Officer or Employee of State Agency. The grantee certifies that it is not ineligible to receive this Grant Agreement under Texas Government Code, section 2155.004, regarding the financial participation by a person who received compensation from OOG or another state agency to participate in preparing the specifications or request for proposals on which the bid or contract is based, and acknowledges that this Grant Agreement may be terminated and payment withheld if this certification is inaccurate.

The grantee has not given or offered to give, nor does the grantee intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of OOG, at any time during the award of this grant or in connection with this Grant Agreement, except as allowed under relevant state or federal law. The grantee nor its personnel or entities employed in rendering services under this grant agreement have, nor shall they knowingly acquire, any interest that would be adverse to or conflict in any manner with the performance of the grantee's obligations under this grant agreement.

*7.2 Conflicts of interest with relatives*

The grantee will comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body, or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person, who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

## 8. Contracts and Procurement

### For all applicable OOG grantees

*8.1 Procurement practices and policies*

The grantee must follow applicable Federal and State law, Federal procurement standards specified in regulations governing Federal awards to non-Federal entities, their established policy, and best practices

for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods.

1. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition.
2. When any contractual or equipment procurement is anticipated to be in excess of $150,000, grantees must submit a Procurement Questionnaire https://eGrants.gov.texas.gov/updates.aspx to OOG for approval prior to procurement. Grantees must ensure these contracts address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
3. When contractual or equipment procurement is anticipated to be in excess of $10,000, grantees must address termination for cause and for convenience by the grantee including the manner by which it will be affected and the basis for settlement.
4. **The grantees awarded federal funds administered by CJD** may find other applicable rules governing procurements in the current edition of the OJP Financial Guide.

*8.2 Subcontracting*

The grantee may not subcontract any of its rights or duties under this Grant Agreement without the prior written approval of OOG. It is within OOG's sole discretion to approve any subcontracting. In the event OOG approves subcontracting by the grantee, the grantee will ensure that its contracts with others shall require compliance with the provisions of this Grant Agreement to the extent compliance is needed to support the grantee's compliance with this Grant Agreement. The grantee, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this Grant Agreement and that OOG shall not be liable in any manner to any grantee subcontractor.

*8.3 Buy Texas*

If applicable with respect to any services purchased pursuant to this Grant Agreement, the grantee will buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and within a comparable period of time when compared to non-Texas products and materials.

*8.4 Procurement of recovered materials*

The grantee will comply with section 6002 of the Solid Waste Disposal Acts amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

*8.5 Compensation*

Where applicable, the grantee will comply with the Davis-Bacon Act, as amended (40 USC §§ 3141-3148) that states when required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by grantees must include a provision for compliance with the Davis-Bacon Act (40 USC §§ 3141-3144, and §§ 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The grantee must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.

The grantee must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subgrantee must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

*8.6 Labor week and safety*

Where applicable, it will comply with the requirement that all contracts awarded by the grantee in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 USC §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

### For all applicable CJD grantees

*8.7 Consultant pay rates*

Approval of this award does not indicate approval of any consultant rate in excess of $650 per day or $81.25 per hour. A detailed justification must be submitted to and approved by CJD prior to obligation or expenditures of such funds. Although prior approval is not required for consultant rates below these specified amounts, grantees are required to maintain documentation to support all daily or hourly rates.

## 9. Legal Compliance

### For all applicable OOG grantees

*9.1 Criminal history reporting*

Counties or other governmental entities required to maintain and report criminal history records the Texas Code of Criminal Procedure, Ch. 60, must maintain compliance with that statute in order to obtain or maintain eligibility for OOG grant funds.

*9.2 Immigration-related requirements*

Compliance with 8 USC §§ 1373 & 1644 – In order to foster state and local cooperation in the enforcement of our nation's immigration laws, federal law provides that a government entity or official may NOT prohibit or otherwise restrict any government entity or official from exchanging information with federal immigration authorities about the immigration or citizenship status of any individual.

Furthermore, no individual or entity may prohibit or otherwise restrict a government entity from: (1) sending or receiving citizenship or immigration related information to and from federal immigration authorities; (2) maintaining the information; or (3) exchanging the information with any other federal, state, or local government entity. Any grant applicant or recipient that has policies or practices (written or unwritten) that contravene the restrictions outlined above is not eligible for a grant that is awarded by or through the Office of the Governor. Additional guidance can be found at: https://www.bja.gov/funding/8uscsection1373.pdf

*9.3 National Environmental Policy Act*

The grantee will assist OOG in its compliance with the National Environmental Policy Act of 1969 (P.L. 91-190, 42 USC 4321-4347, January 1, 1970, 83 Stat. 852) as amended by P.L. 94-52, July 3, 1975, 89 Stat. 258, and P.L. 94-83, August 9, 1975, 89 Stat. 424) and other related federal laws and environmental impact analyses requirements.

The grantee agrees to first determine if any of the following activities will be funded by the grant, either directly by the grantee or by a subgrantee or subcontractor, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact OOG. The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The grantee will assist by:

1. Identifying if any of the following activities will be related to the use of grant funds:
    a. New construction;
    b. Minor renovation or remodeling of a property either listed on or eligible for listing on the National Register of Historic Places or located within a 100-year flood plain;
    c. A renovation, lease or any proposed use of a building or facility that will either result in a change in its basic prior use or significantly change its size; and
    d. Implementation of a new program involving the use of chemicals other than chemicals that are purchased as an incidental component of a funded activity and traditionally used, for example, in office, household, recreational, or education environments; and
2. By complying with the following conditions relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories:
    a. Provide medical screening of personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories;
    b. Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned to either the seizure or closure of clandestine methamphetamine laboratories;
    c. As determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment;
    d. Assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory;

e. Utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized laboratory;

f. Dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities;

g. Monitor the transport, disposal, and recycling components of subsections (f) and (g), immediately above, in order to ensure proper compliance;

h. Have in place and/or implement any required written agreements with the Texas Department of Protective and Regulatory Services regarding the safety of any minors located at the clandestine laboratory site, the Texas Commission for Environmental Quality, and other entities deemed necessary by the State Administrative Agency.

The recipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

*9.4 E-Verify*

The grantee shall comply with the requirements of the Immigration Reform and Control Acts of 1986 and 1990 ("IRCA") regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services in the United States of America under this Grant Agreement, if any, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") enacted on September 30, 1996.

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The grantee certifies and ensures that it utilizes and will continue to utilize, for the term of this Grant Agreement, the U.S. Department of Homeland Security's E-Verify system as required by Chapter 673 of the Texas Government Code, and to determine the eligibility of:

1. All persons employed to perform duties within Texas, during the term of the Grant; and
2. All persons employed or assigned by the grantee to perform work pursuant to the Grant Agreement, within the United States of America; and
3. If this certification is falsely made, the Grant Agreement may be terminated.

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If applicable, grantee will comply with Executive Order RP-8 regarding the U.S. Department of Homeland Security's E-Verify system.

*9.5 Drug-Free Workplace*

The grantee represents and warrants that is shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 USC §§ 8101-8106) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget (2 CFR Part 182) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the grantee shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

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The grantee certifies that it will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establish a drug-free awareness program to inform employees about:
    a. The dangers of drug abuse in the workplace;
    b. The applicant's policy of maintaining a drug-free workplace;
    c. Any available drug counseling, rehabilitation, and employee assistance programs; and
    d. The penalties that may be imposed upon employees for drug abuse violations.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1).
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
    a. Abide by the terms of the statement, and
    b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
5. Notifying the agency within ten days after receiving notice under subparagraph (4) (b) from an employee or otherwise receiving actual notice of such conviction.
6. Taking one of the following actions with respect to any employee who is so convicted:
    a. Taking appropriate personnel action against such an employee, up to and including termination; or
    b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (1), (2), (3), (4), (5), and (6).

*9.6 Special requirements for units of local government*

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code, Sections 2113.012 and 2113.101, which prohibits using grant funds to compensate any employee who uses alcoholic beverages on active duty and grantee may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;

4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires grantee to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code § 2102.0091, which requires that this Grant may only be expended if grantee timely completes and files its reports.

*9.7 Laboratory practices*

The grantee shall ensure that any forensic laboratory, forensic laboratory system, medical examiner's office, or coroner's office that will receive any portion of the award uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriate certifying bodies.

The grantee shall ensure that requirements associated with 42 USC section 3797k(4) (which relate to processes in place to conduct independent external investigations into allegations of serious negligence or misconduct by employees or contractors) are satisfied with respect to any forensic laboratory system, medical examiner's office, coroner's office, law enforcement storage facility, or medical facility in the State that will receive a portion of the grant amount.

Additional related requirements may apply.

*9.8 Miscellaneous legal requirements*

1. The grantees will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 USC 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
2. The grantee will ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
3. The grantee is not ineligible to receive any grant, loan, or payment under this Grant Agreement pursuant to Section 231.006 of the Texas Family Code, which prohibits payments to a person who is in arrears on child support payments, and acknowledges that this Grant Agreement may be terminated and payment may be withheld if this certification is inaccurate.
4. If grantee receives a grant award in excess of $150,000, it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Any subgrants or contracts made by the grantee in excess of $150,000 must contain this provision.
5. The grantee will comply with the provisions of the Coastal Barrier Resources Act (16 USC § 3501, et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
6. The grantee will comply with the Wild and Scenic Rivers Act of 1968 (16 USC §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
7. The grantees will assist OOG in its compliance with Section 106 of the National Historic Preservation Act of 1966 (16 USC § 470), Executive Order 11593 (identification and protection of historic properties), Archeological and Historical Preservation Act of 1974 (16 USC § 469a-1, et seq.), by (a) consulting with the State Historic Preservation Officer (SHPO) on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the

Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

8. The grantee will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of the project, are not listed in the Environmental Protection Agency's (EPAs) list of Violating Facilities, and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. The grantee will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions (42 USC §§ 4601 - 4655) which provide for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
10. The grantee will comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of grantees to ensure compliance with the E.O. and laws.
11. The grantee will comply with the requirements of 42 USC § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this act.
12. The grantee will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act (50 USC § 4001), which states that, on or after March 2, 1975, communities must purchase flood insurance, where such insurance is available in those communities. This requirement is a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that had been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
13. The grantee will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§ 1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 USC § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
14. The grantee will comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 42 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.

15. The grantee will adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.
16. The grantees will comply with the Lead-Based Paint Poisoning Prevention Act (42 USC §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
17. The grantee will comply with 2 CFR 200.405, which provides that any cost allocable to a particular Federal award provided for in 2 CFR Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the grantee from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.
18. The grantee must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
19. The grantee will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
20. The grantee will comply with Section 261.101 of the Texas Family Code, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantees shall also ensure that all program personnel are properly trained and aware of this requirement.
21. The grantee will comply with the requirements of the government-wide award term which implements Section 106 (g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 USC § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. Full text of the award term is provided at 2 CFR § 175.15.
22. Local units of governments receiving funds from OOG must comply with all requirements for uniform crime reporting and must ensure that prompt reporting will remain current throughout the grant period.
23. In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC § 2225a, grantee will ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 USC § 2225.
24. The grantee will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 USC §§ 175-175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.
25. The grantee will comply with the statutory requirements for whistleblower protections (if applicable) at 10 USC § 2409, 41 USC § 4712, 10 USC § 2324, and 41 USC §§ 4304 and 4310.

26. During the performance period of this Grant, grantees must maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or as prescribed by the Texas Division of Emergency Management (TDEM). This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in grantee's plan, the grantee shall correct deficiencies within 60 calendar days of receiving notice of such deficiencies from TDEM.

**For all applicable CJD grantees**

*9.9 Compliance with the Code of Federal Regulations*

The grantee will comply with the provisions of 2 CFR 200 and 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/ Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

*9.10 Special National Environmental Policy Act requirements for grantees of federal funds*

All OJP awards are subject to the National Environmental Policy Act (NEPA) and other related Federal laws, if applicable. DOJ has established procedures to implement NEPA. (See 28 CFR Part 61.) The regulations state that "all federal agencies are required to give appropriate consideration to the environmental effects of their proposed actions in their decision-making and to prepare detailed environmental statements on... major federal actions significantly affecting the quality of the human environment." (28 CFR section 61.2.) Under the regulations, DOJ, among other things, is required to "[c]onsider from the earliest possible point in the process all relevant environmental documents in evaluating proposals for Department action[.]" (28 CFR Section 61.6.) OJP has responsibility to ensure compliance with NEPA and 28 CFR Part 61, including Appendix D. For many projects that are funded by OJP, NEPA may have no applicability. However, if OJP funds will be used, for example, to pay for renovation projects or new construction, programs involving the use of chemicals, or any other activity, including research and technology development, that may have an effect on the environment, at a minimum, the funding recipient must provide a full description of proposed project activities to OOG, and an Environmental Assessment must be prepared. Prior to allowing a recipient to spend OJP funds for such a project, OOG must make a finding that the project does not significantly affect the human environment and that further environmental assessment is not necessary.

For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from OOG, agrees to cooperate with OOG in any preparation by DOJ of a national or program environmental assessment of that funded program or activity.

Modifications: Throughout the term of this award, the recipient agrees that for any activity that is the subject of a completed Environmental Assessment, it will inform OOG of: (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until OOG, with the assistance of the recipient, has determined whether the proposed change or activity (or changed

circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an OOG-conducted environmental impact review process.

*9.11 Special requirements for grantees of VAWA funds*
With respect to the VAWA requirement concerning judicial notification, a state or territory must certify: that its judicial administrative policies and practices include notification to domestic violence offenders of the requirements delineated in section 922(g)(8) and (g)(9) of Title 18 of the United States Code, and any applicable related federal, state, or local laws.

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The grantee understands and agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on recipient's funds for noncompliance with any of the requirements of 42 USC 379699-4 (regarding rape exam payments), 42 USC 3796e5-4(e) (regarding judicial notification), 42 U.S.C, 379699-5 (regarding certain fees and costs), and 42 USC 379699-8 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

*9.12 Special information for grantees of federal funds*
Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department of Justice encourages grantees and subgrantees or contractors to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**For all applicable HSGD grantees**

*9.13 Environmental and historic preservation review*
The grantee must assess federally funded projects for potential impact to environmental resources and historic properties and submit any required screening form(s) as soon as possible within the deadlines established by HSGD. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact. Grantees must include sufficient review time to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and HSGD will not authorize or release grant funds for non-compliant projects.

As soon as possible upon receiving this Grant, the grantee must provide information to HSGD to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to HSGD for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Grantees must comply with all Federal, State, and local EHP requirements and obtain applicable permits and clearances. See FEMA Information Bulletin 329.

The grantee shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These

include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings. Grantees must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. Grantees must ensure monitoring of ground disturbance and if any potential archeological resources are discovered the grantee must immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

*9.14 National Incident Management System (NIMS)*

During the performance period of this Grant, the grantee must implement the NIMS in a manner consistent with the NIMS Implementation Objectives outlined by FEMA at http://www.fema.gov/national-incident-management-system.

## 10. Eligible, Prohibited, and Regulated Activities

### For all applicable OOG grantees

*10.1 Inherently religious activities*

A grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may, of course, engage in inherently religious activities; however, these activities must be separate in time or location from the federally assisted program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. Grantees must also not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief in the delivery of services or benefits funded by the grant. These requirements apply to all grantees, not just faith-based organizations.

*10.2 Political activities*

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

1. Unless specifically authorized to do so by federal law, grant recipients or their subgrantees or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for "political" activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
2. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
3. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.

4. Grant funds will not be used, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior approval of OOG and applicable federal funding agencies. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify OOG to obtain the appropriate disclosure form.
5. Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
6. State and local government employees of grantees whose principal employment activities are funded in whole or in part with Federal funds must comply with the federal Hatch Act (5 USC §§ 1501- 1508) which restricts the political activity of employees who work in connection with federally funded programs. Covered employees may not: 1) use their official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office; or 2) directly or indirectly coerce, attempt to coerce, command, or advise a State or local officer or employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for political purposes. State and local government employees of grantees whose salaries are funded completely, directly or indirectly, by federal funds may not be candidates for public office in a partisan election.
7. Grant funds – whether expended by the grantee or by any subgrantee or subcontractor – will not be used for political polling. This prohibition regarding political polling does not apply to a poll conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.
8. As applicable, the grantee will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.
9. Grant funds will not be used for any lobbying costs prohibited by 2 CFR 200.450.

The grantee will include the language of this section in the award documents for all subawards at all tiers and will require all sub-recipients to certify accordingly.

### For all applicable CJD grantees

*10.3 Protection of human subjects*

If the grantee uses grant funds to undertake research involving human subjects, the grantee may be subject to Department of Justice (DOJ) Office of Justice Programs (OJP) policies and requirements adopted by CJD related to human subjects found in 28 CFR Part 46. OJP has developed a decision tree to assist applicants in determining whether an activity they plan to undertake with grant funds constitutes research involving human subjects. DOJ and CJD regulations protect the human subjects of grant-funded research. In brief, 28 CFR Part 46 requires that most research involving human subjects that is conducted or supported by a Federal department or agency - and CJD by adoption – be reviewed and approved by an Institutional Review Board (IRB), in accordance with the regulations, before funds are expended for that research. As a rule, persons who participate in grant-funded research must provide

their "informed consent" and must be permitted to terminate their participation at any time. Funding recipients, before they will be allowed to spend OJP or CJD funds on any research activity involving human subjects, must submit appropriate documentation to CJD showing compliance with 28 CFR Part 46 requirements. General Information regarding data confidentiality and Protection of Human Research Subjects (and Model Privacy Certificate and other forms) can be found at: http://ojp.gov/funding/forms.htm.

*10.4 Training and training materials*

Grantees developing or delivering any trainings or training materials with funding provided under this grant may be subject to related rules. For grantees receiving funds under programs administered by the Office on Violence Against Women, see the OVW Training Guiding Principles for Grantees and Subgrantees, available at http://www.ovw.usdoj.gov/grantees.html. For grantees receiving funds under programs administered by other Department of Justice Offices, including the Office of Justice Programs, see the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm.

*10.5 Special victim safety requirements for grantees of VAWA and SASP funds*

The grantee agrees that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; pre-trial diversion program snot approved by OVW or the placement of offenders in such programs; mediation, couples counseling, family counseling or any other manner of joint victim-offender counseling; mandatory counseling for victims, penalizing victims who refuse to testify, or promoting procedures that would require victims to seek legal sanctions against their abusers (e.g., seek a protection order, file formal complaint); the placement of perpetrators in anger management programs; or any other activities outlined in the solicitation under which the approved application was submitted.

*10.6 Special victim's assistance guidelines for grantees of VOCA funds*

The grantee will adhere to VOCA Victim's Assistance Grant Program guidelines, which require that VOCA funds are used to serve the (specific) qualifying population, which is defined as victims of an offense that violates a federal or state criminal statute or regulation or the victims of crimes that occur in a geographic area which is under federal legal jurisdiction.

*10.7 Special legal services requirements for grantees of VOCA funds*

Victims of an offense that violates a federal or state criminal statute may be eligible for grant funded legal services. All legal assistance will work specifically in the interest of assisting the victim with issues arising from the (original or specific) offense that created the victim status.

*10.8 Special legal assistance requirements for grantees of VAWA funds*

Legal assistance eligibility – the grantee agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the grantee. The legal assistance eligibility requirements are:

1. Any person providing legal assistance through a program funded under this Grant Program
    a. Has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population, or
    b. Is both

i. Partnered with an entity or person that has demonstrated expertise and described in subparagraph (a); and

ii. Has completed or will complete training in connection with domestic violence, stalking or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide;

2. Any training program conducted in satisfaction of the requirement of paragraph (1) and has been or will be developed with input from and in collaboration with a State, Local, territorial, or tribal domestic violence, dating violence, sexual assault or stalking victim service provider or coalition, as well as appropriate State, local, territorial and tribal law enforcement officials;
3. Any person or organization providing legal assistance through this program has informed and will continue to inform State, local, territorial or tribal domestic violence, dating violence, stalking or sexual assault programs and coalitions, as well as appropriate State and local law enforcement officials of their work; and
4. The grantee's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, stalking, or child sexual abuse is an issue.

## For all applicable HSGD grantees

*10.9 Protection of human subjects*

The grantee will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that grantees comply with applicable provisions/law for the protection of human subjects for purposes of research. The grantee will comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

*10.10 Special requirements for Operation Stonegarden grantees*

Grantees receiving Operation Stonegarden (OPSG) funds are prohibited from obligating or expending OPSG funds provided through this Grant until each unique, specific, or modified county level, tribal or equivalent Operations Order or Fragmentary Order has been reviewed and approved by official notification by FEMA and Customs and Border Protection/Border Patrol (CBP/BP). Each Operations Order will be transferred via the secure portal (CBP/BP) BPETS system from each respective AOR Sector HQ to CBP/BP HQ in Washington, D.C., for review and pre-approval for Operational continuity, then forwarded to FEMA GPD/OPSG Program Office for final review/approval. Official notification of approval will be sent by FEMA via email to HSGD and CBP/BP HQ in Washington, D.C.

1. The grantees shall develop and submit required operational documents through the border area's Integrated Planning Team.

2. The grantee shall maintain an approved Concept of Operations, consisting of a campaign plan and proposed budget which will articulate the intent of how OPSG funds will be used throughout the grant performance period.
3. Any grantee intending to spend more than 50 percent of their award on overtime over the course of the performance period, must submit an overtime waiver request through the Integrated Planning Team.
4. The grantee shall develop and submit Operations Orders for Tactical operational periods to achieve the strategic objectives of the campaign plan.
5. The grantee shall only initiate tactical operations after the specific Operations Order(s) are approved through the Border Patrol Headquarters and by FEMA, and HSGD has issued an Award or Grant Adjustment Notice (GAN) to the jurisdiction.

## 11. Eligible, Prohibited, and Regulated Expenses

### For all applicable OOG grantees

*11.1 Alcoholic beverages*

Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. Additionally, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.

*11.2 Generally prohibited expenditures*

The following items and activities are specifically prohibited from being funded under this Grant Agreement:

1. Costs of advertising and public relations designed solely to promote the governmental unit;
2. Costs of international travel;
3. Costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities);
4. Fundraising;
5. Lobbying;
6. Alcoholic beverages;
7. Costs to support any activity that has as its objective funding of sectarian worship, instruction, or proselytization; and
8. Promotional items and memorabilia, including models, gifts, and souvenirs.

*11.3 Prohibited and Controlled expenditures*

The grantee may not expend any federal grant funds on prohibited items on the Prohibited and Controlled Expenditure list, developed in response to Executive Order 13688 on Federal Support for Local Law Enforcement Equipment Acquisition. Grantees must obtain prior and express approval from OOG before expending funds on controlled items on the list. **CJD grantees** receiving federal funds may view more information and the list (which may be amended), here: https://www.bja.gov/funding/JAGControlledPurchaselist.pdf. **HSGD grantees** receiving federal funds may view more information and the list, which may be amended, here: https://www.fema.gov/media-library/assets/documents/114557.

*11.4 Travel expenditures*

The grantee must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

**For all applicable CJD grantees**

*11.5 Food, beverage, and conference expenses*

CJD does not generally allow grant funds to be used on non-emergency food, meals, beverages or other refreshments, such as those that might be provided at conferences. If the grantee uses grant funds for other expenses related to conferences (e.g. planners and audio/visual expenses), the grantee agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (which is defined to include meetings, retreats, seminars, symposiums, trainings, and other events), including the costs of attendance at such events. More detailed policies and guidance can be found in the DOJ Office of Justice Programs 2015 Financial Guide, available at http://ojp.gov/financialguide/DOJ/. Note that CJD policies are more restrictive that federal guidance, and apply to all grant funds administered by CJD.

*11.6 Special controlled expenditure requirements for grantees of JAG funds*

The grantee understands and agrees that, notwithstanding 2 CFR S 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:

1. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from the Bureau of Justice Assistance (BJA). As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.
2. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.
3. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

Recipient further understands and agrees to notify OOG prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.

*11.7 Special law enforcement item expenditure requirements for grantees of VAWA funds*

Restricted uses of grant funds - the grantee agrees that grant funds will not be used to support the purchase of standard issued law enforcement items, such as uniforms, safety vests, shields, weapons, bullets, and armory or to support chemical dependency or alcohol abuse programs that are not integral part of a court-mandated batterer intervention program.

# 12. Equipment Requirements

## For all applicable OOG grantees

*12.1 Property management and inventory*

The grantee must ensure equipment purchased with grant funds must be used for the purpose of the Grant and as approved by OOG. The grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.

The grantee must account for any real and personal property acquired with grant funds or received from the Federal Government in accordance with 2 CFR 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the grantee, according to the requirements listed herein, and provided to OOG upon request, if applicable.

When original or replacement equipment acquired under this award by the grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency or OOG, the grantee must make proper disposition of the equipment pursuant to 2 CFR 200.313 and/or the Uniform Grant Management Standards (UGMS), as applicable.

The grantee shall not give any security interest, lien or otherwise encumber any item of equipment purchased with grant funds

The grantee will maintain specified equipment management and inventory procedures for equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of $5,000 or greater, any firearms, any items on the Prohibited or Controlled Expenditures list, and the following equipment with costs between $500 and $4,999: sound systems and other audio equipment, still and video cameras, TVs, video players/recorders, desktop computers, laptop computers, data projectors, smartphones, tablets, other hand held devices, and mobile/portable radios. (See Texas Government Code, Sec. 403.271(b) for further information. Users of these standards should contact the Texas Comptroller of Public Accounts' property accounting staff or review the Comptroller's State Property Accounting User Manual, available on the internet, for the most current listing.) The equipment and inventory procedures include:

1. The grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and the final Financial Status Report and shall be available to OOG at all times upon request.
2. At least every two (2) years, grantee must take a physical inventory and reconcile the results with property records.
3. The grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
4. The grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment.

Upon termination of this Grant Agreement, title, use, and disposal of equipment by the grantee shall be in conformity with the UGMS; however, as between OOG and the grantee title for equipment will remain with the grantee, unless UGMS requires otherwise.

*12.2 Maintenance and repair*

The grantee will maintain, repair, and protect all equipment purchased in whole or in part with grant funds so as to ensure the full availability and usefulness of such equipment. In the event the grantee is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment purchased under this Grant Agreement, The grantee shall use the proceeds to repair or replace said equipment.

*12.3 Automated License Plate Readers*

The grantees requesting funds for Automated License Plate Readers (ALPR) must have a written policy regarding use of the ALPR and related data retention. Subrecipients also must enter into a User Agreement with the Texas Department of Public Safety (DPS), Crime Records Division to gain access to the Texas Automated License Plate Reader (LPR) Database so that data may be shared among all participating local, state, and federal agencies. DPS Crime Records Division will provide written certification of your jurisdiction's participation upon request. Grantees must provide OOG with a copy of the certification received from DPS Crime Records Division.

**For all applicable CJD grantees**

*12.4 Special body armor requirements for grantees of JAG funds*

**Acceptable models of body armor:** If a grantee uses JAG funds to purchase ballistic-resistant or stab-resistant body armor, the body armor may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice (NIJ) Ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (http://nij.gov). Additionally, ballistic-resistant and stab-resistant body armor purchased must be American made. The latest NIJ standard information can be found here: http://www.nij.gov/topics/technology/body-armor/safety-initiative.html.

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**Mandatory wear policy:** If a grantee uses JAG grant funds to purchase ballistic-resistant or stab-resistant body armor, the grantee must have a written "mandatory wear" policy in effect and submit a signed certification to that effect to CJD. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.

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**Matching fund restrictions:** If a grantee uses JAG funds to purchase ballistic-resistant or stab-resistant body armor, the grantee may not use those funds as part of the 50% match requirement for purposes of the Bulletproof Vest Partnership (BVP) program.

**For all applicable HSGD grantees**

*12.5 Emergency communications equipment*

If emergency communications equipment is provided under the grant, the grantee will comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

# 13. Information Technology

## For all applicable OOG grantees

*13.1 Accessibility requirements*

If applicable, the grantee will comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in Title 1, Chapter 213 of the Texas Administrative Code when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. Likewise, if applicable, the grantee shall provide the Texas Department of Information Resources (DIR) with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (http://www.buyaccessible.gov). A company not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at http://www.section508.gov/.

*13.2 Criminal Intelligence System Operating Procedures*

Any information technology system funded or supported by these funds must comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies. Any grant-funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 CFR Part 23 at least once for each continuous two-year period that the person has responsibility for entering data into or retrieving data from an intelligence database.

*13.3 Blocking of pornographic material*

The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

*13.4 Compliance with TCOLE standards and rules*

If the applicant is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, it will not expend any grant funds for this grant unless it is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

## For all applicable CJD grantees

*13.5 Information technology interoperability standards*

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, all equipment and software developed under awards that result from this solicitation must, as appropriate, be compliant with DOJ Information Technology Interface Standards, including the National Criminal Intelligence Sharing Plan, the Global Justice XML Data Model, and the Law Enforcement Information Sharing Plan. The grantee must, as applicable, also comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations. The grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. The grantee shall document planned approaches to information sharing and describe compliance to the GSP and

appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended. A list of additional standards can be found at the OJP Standards Clearinghouse.

*13.6 Information sharing*

Law enforcement information-sharing system projects: employing existing networks – If a grantee uses JAG funds for law enforcement information-sharing systems that involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of CJD and its federal funding agency that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system. The purpose of this requirement is to avoid duplicating similar, exiting networks or IT systems in other initiatives funded by federal grants.

*13.7 Special information technology requirements for grantees of JAG funds*

**State Information Technology Point of Contact:** If a grantee uses JAG funds on a technology project, the grantee must notify the State Information Technology Point of Contact of any information technology projects funded by this grant. This notification is to facilitate communication among local and state governmental entities regarding information technology projects being conducted with these grant funds. To reach the Texas Point of Contact at the Department of Public Safety, call 512-424-2524.

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**Online training required for task force members:** If a grantee uses JAG funds to fund any member of a law enforcement task force, the grantee agrees that within 120 days of award acceptance, each current member of the task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (http://www.ctfli.org). This training addresses task force effectiveness as well as other key force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's website and the Center for Task Force Integrity and Leadership.

### For all applicable HSGD grantees

*13.8 National Information Exchange Model*

The grantees must use the latest National Information Exchange Model (NIEM) specifications and guidelines regarding the use of Extensible Markup Language (XML) when using HSGP funds to develop, procure, or implement homeland security information exchanges including systems and databases. Further information about NIEM specifications and guidelines is available at http://www.niem.gov.

## 14. Measurement and Monitoring

### For all applicable OOG grantees

*14.1 Measuring, reporting, and evaluating performance and progress data*

Grantees should regularly collect and maintain data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes specified in the program solicitation, or as otherwise specified by OOG. Grantees should use this data to regularly evaluate the

effectiveness of their projects. This evaluation includes a reassessment of project activities and services to determine whether they continue to be effective.

The grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by OOG or its designee. If requested by OOG, the grantee shall report on the progress towards completion of the grant project and other relevant information as determined by OOG. To remain eligible for funding, the grantee must be able to show the scope of services provided and their impact, quality, and levels of performance against approved goals, and that their activities and services effectively address and achieve the project's stated purpose.

### For all applicable CJD grantees

*14.2 Special evidence and data requirements for CJD grantees of federal funds*

OJP strongly emphasizes the use of data and evidence in policy making and program development in criminal justice, juvenile justice, and crime victim services. OJP is committed to:

1. Improving the quantity and quality of evidence OJP generates;
2. Integrating evidence into program, practice, and policy decisions within OJP and the field; and
3. Improving the translation of evidence into practice.

OJP considers programs and practices to be evidence-based when their effectiveness has been demonstrated by casual evidence, generally obtaining through one or more outcome evaluations. Causal intended outcome, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention. Causal evidence depends on the use of scientific methods to rule out, to the extent possible, alternative explanations for the documented change. The strength of causal evidence, based on the factors described above, will influence the degree to which OJP considers a program or practice to be evidence-based. OJP's http://www.CrimeSolutions.gov website is one resource that applicants may use to find information about evidence-based programs in criminal justice, juvenile justice, and crime victim services.

## 15. Financial Requirements

### For all applicable OOG grantees

*15.1 Financial Status Reports*

Financial Status Reports must be submitted to OOG via eGrants. Unless otherwise specified by OOG, Reports may be submitted monthly but must be submitted at least quarterly. Reports are due after each calendar quarter regardless of when the grant was awarded. Due dates are:

1. April 22 (January-March quarter)
2. July 22 (April-June quarter)
3. October 22 (July-September quarter)
4. January 22 (October-December quarter)

A grant liquidation date will be established in eGrants. The final Financial Status Report must be submitted to CJD on or before the liquidation date or the grant funds may lapse and OOG will provide them as grants to others who need the funding. Payments will be generated based on expenditures reported in the reports. Upon OOG approval of the report, OOG will issue a payment through direct deposit or electronic transfer.

*15.2 Approval of Financial Status Report*

Grant payments will be generated based on expenditures as reported in the Financial Status Reports in eGrants or, if authorized by OOG, through Advance Payment Requests. Upon OOG approval of a Financial Status Report or Advance Payment Request, a payment will issue through direct deposit or electronic transfer, though additional documentation may be required and this statement does not override other rules, laws or, requirements. It is the policy of OOG to make prompt payment on the approval of a properly prepared and submitted Financial Status Report and any other required documentation.

*15.3 Reimbursements*

OOG will be obligated to reimburse the grantee for the expenditure of actual and allowable allocable costs incurred and paid by the grantee pursuant to this Grant Agreement. Each item of expenditure shall be specifically attributed to the eligible cost category as identified in the Grant Budget. The Grant Budget is established as provided in eGrants and is the approved budget for the planned expenditure of awarded grant funds, with expenditures identified by approved cost category. OOG is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the grantee prior to the commencement or after the termination of this Grant Agreement.

By submission of a Financial Status Report, the grantee is warranting the following: (1) all invoices have been carefully reviewed to ensure that all invoiced services or goods have been performed or delivered; (2) that the services or goods have been performed or delivered in compliance with all terms of this Grant Agreement; (3) that the amount of each new Financial Status Report added together with all previous Financial Status Reports do not exceed the Maximum Liability of OOG; and (5) the charges and expenses shown on the Request for Reimbursement are reasonable and necessary.

*15.4 Generally Accepted Accounting Principles*

The grantee shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by the grantee. The grantee shall follow OOG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this Grant Agreement.

*15.5 Program income*

"Program income" means gross income received by the grantee or subgrantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. Unless otherwise required under the terms of this Grant Agreement, any program income shall be used by the grantee to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. Program income shall be used to offset the grant award. The grantee shall identify and report this income in accordance with OOG's reporting instructions. The grantee shall expend program income during the term of this Grant Agreement; program income not expended during the term of this Grant Agreement shall be refunded to OOG.

*15.6 Refunds and deductions*

If OOG determines that the grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the grantee shall return to OOG the amount identified by OOG as an overpayment. The grantee shall refund any overpayment to OOG within thirty (30) calendar days of the

receipt of the notice of the overpayment from OOG unless an alternate payment plan is specified by OOG.

*15.7 Indirect costs*

If indirect costs are allowable under an award, the Indirect Cost Budget Category will be available on the Budget tab. With the exception of grantees of federal awards who have never received a negotiated indirect cost rate as described in 2 CFR § 200.414(f), grantees choosing to apply indirect costs to the award must have an approved indirect cost rate agreement with their cognizant agency. A copy of the approval letter from the cognizant agency must be uploaded to the grant application for the grantee to be eligible for the indirect cost rate for the associated award.

In accordance with 2 CFR § 200.414(f), grantees of federal funds that have never received a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs, which may be used indefinitely. A grantee that is eligible to use the de minimis indirect cost rate, and that elects to use the de minimis indirect cost rate, must advise OOG in writing, in the grant application, before any such funds are obligated of both its eligibility and its election, and must comply with all associated requirements in 2 CFR § 200.414(f).

Indirect cost rates are not generally allowed for state-funded grants, but may be approved by OOG at its sole discretion.

The indirect cost rate cited in the budget denotes the approved indirect rate at the time the grant was awarded. It is the grantee's responsibility to ensure the appropriate indirect rate is charged throughout the term of the grant award even if the approved indirect rate expires or changes during the grant period. Indirect costs are subject to monitoring and the grantee must be able to produce evidence of an approved indirect cost rate upon request.

*15.8 Liquidation period*

The liquidation date is 90 calendar days after the grant end date, unless otherwise noted in the original grant award or a grant adjustment. Funds not obligated by the end of the grant period and not expended by the liquidation date will revert to OOG.

*15.9 Duplication of funding*

If grantees receive any funding that is duplicative of funding received under this grant, they will notify OOG as soon as possible. OOG may issue an adjustment modifying the budget and project activities to eliminate the duplication. Further, the grantee agrees and understands that any duplicative funding that cannot be re-programmed to support non-duplicative activities within the program's statutory scope will be de-obligated from this award and returned to OOG.

*15.10 Supplanting*

Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated, allocated or disbursed for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. For additional information on supplanting, refer to the Guide to Grants at https://eGrants.gov.texas.gov/updates.aspx.

*15.11 Special requirements for non-profit grantees*

Each non-profit corporation receiving funds from OOG must obtain and have on file a blanket fidelity bond that indemnifies OOG against the loss or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the OOG grant period.

### For all applicable CJD grantees

*15.12 Special requirements for for-profit CJD grantees*

It is CJD and OJP policy that for-profit organizations must agree not to make a profit as a result of an award and not to charge a management fee for the performance of an award. Also, commercial organizations must agree to comply with the contract cost principles of subpart 31.2 of the Federal Acquisition Regulations.

*15.13 Special requirements for non-profit CJD grantees*

By accepting funds under this award, any non-profit grantee certifies and affirmatively asserts that it is a non-profit organization and that it keeps on file, and is available upon audit, either:

1. A copy of the recipient's 501(c)(3) designation letter;
2. A letter from the State of Texas stating that the recipient is a non-profit organization operating within Texas; or
3. A copy of the grantee's Texas certificate of incorporation that substantiates its non-profit status.

The grantees that are local non-profit affiliates of state or national non-profits should have available proof of (1), (2), or (3), and a statement by the state or national parent organization that the recipient is a local non-profit affiliate.

Non-profit recipients of VOCA funding that are not a 501(c)(3) organization finally certified by the Internal Revenue Service must make their financial statements available online.

Non-profit recipients of funds provided under the Juvenile Justice and Delinquency Prevention Act must have 501(c)(3) status recognized by the Internal Revenue Service.

### For all applicable HSGD grantees

*15.14 Management and Administration*

If this Grant includes funds for management and administration (M&A), the grantee must comply with all applicable requirements and limitations with respect to M&A. The grantee's M&A shall not exceed 5% of their total project(s).

## 16. Required Reports

### For all applicable OOG grantees

*16.1 Failure to file required reports*

Failure to comply with submission deadlines for required reports, Requests for Reimbursement, or other requested information may result in OOG, at its sole discretion, placing the grantee on immediate financial hold without further notice to the grantee and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If the grantee is placed on financial hold, OOG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time the grantee was placed on financial hold.

*16.2 Report formats, submissions, and timelines*

The grantee shall provide to OOG all applicable reports in a format specified by OOG. The grantee will submit reports in eGrants as instructed by OOG. The grantee shall ensure that it submits each report or document required by OOG in an accurate, complete, and timely manner to OOG or the Federal sponsoring agency, as specified by this Grant Agreement or OOG, and will maintain appropriate backup documentation to support the reports. Unless filing dates are given herein, all other reports and other documents that the grantee is required to forward to OOG shall be promptly forwarded.

**For all applicable CJD grantees**

*16.3 Special requirements for awards over $5,000,000*

A prospective recipient of an award in excess of $5,000,000 may be required to submit a detailed certification concerning filing of federal tax returns, criminal convictions under the Internal Revenue Code, and unpaid federal tax assessments.

*16.4 Special requirements for VAWA and SASP grantees publishing materials*

The grantee agrees to submit one copy of all required reports and any other written materials or products that are funded under the project to OOG not less than thirty (30) days prior to public release. If the written material is found to be outside the scope of the program, or in some way to compromise victim safety, it will need to be revised to address these concerns or the grantee will not be allowed to use project funds to support the further development or distribution of the materials.

## 17. Requirements for Materials Produced with Grant Funds

**For all applicable OOG grantees**

*17.1 Permission for use of OOG name and labeling*

Other than the required statements listed in this document, grantee shall not use OOG's name or refer to OOG directly or indirectly in any media release, public service announcement, or public service disclosure relating to this Grant Agreement or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from OOG. This Section is not intended to and does not limit the grantee's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act. This Section is not intended to and does not limit OOG's duties and obligations to report this Grant Agreement, any grant payments made under this Grant Agreement, any contract compliance or performance information or other state or federal reporting requirements applicable to OOG.

**For all applicable CJD grantees**

*17.2 Acknowledgement of funding and disclaimer*

All publications - including websites - produced in full or in part with grant funds awarded by OOG must include an acknowledgement of the funding and a disclaimer of non-endorsement by the funding agency. In general, no publication may convey CJD or DOJ's official recognition or endorsement of the recipient's project simply based on having received funding. For websites, the acknowledgement should be present somewhere on all major entry pages. Acknowledgement language for grants made through specific fund sources is below.

**For any state grant program:** "This [website/report/study/project/etc.] is funded [insert "in part", if applicable] through a grant from the Criminal Justice Division of the Texas Office of the Governor. Neither the Office of the Governor nor any of its components operate, control, are responsible for, or necessarily endorse, this website (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

**For grants from the federal Office on Violence Against Women (Violence Against Women Act/STOP Violence Against Women, Victims of Crime Act, or Sexual Assault Services Program):** This project was supported by subgrant No.[your grant number], awarded by Criminal Justice Division of the Texas Office of the Governor and the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office on Violence Against Women or the Office of the Governor."

**For any other federal grant program:** "This [website/report/study/project/etc.] is funded [insert "in part", if applicable] through a grant from the Criminal Justice Division of the Texas Office of the Governor and the [insert name of Office of Justice Programs component, e.g. Office of Juvenile Justice and Delinquency Prevention], Office of Justice Programs, U.S. Department of Justice. Neither the Office of the Governor, the U.S. Department of Justice, nor any of their components operate, control, are responsible for, or necessarily endorse, this web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

### For all applicable HSGD grantees:

*17.3 Acknowledgment and copyright*

The grantee will affix, as applicable, the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g. classified information or other information subject to national security or export control laws or regulations.)

***

All grantees must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing project programs funded in whole or in part with Federal funds from the U.S. Department of Homeland Security (DHS).

*17.4 Permission for use of DHS name and labeling*

The grantee will obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

## 18. Reserved Rights

### For all applicable OOG grantees

*18.1 Royalty-free license*

Pursuant to 2 CFR 200.315(b), the grantee may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OOG (and the federal funding agency, if the work is funded with a federal grant) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for state (or Federal) purposes:

1. Any work subject to copyright developed under an award or subaward; and
2. Any rights of copyright to which a grantee or subgrantee or subcontractor purchases ownership with state (or Federal) support.

The recipient acknowledges that CJD (and the federal funding agency) have the right to

1. Obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and
2. Authorize others to receive, reproduce, publish or otherwise use such data for state (or federal) purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.22714 (Rights in Data- general).

It is the responsibility of the grantee (and of each subgrantee or subcontractor if applicable) to ensure that this condition is included in any subaward under this award. The grantee has the responsibility to obtain from subgrantees, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subgrantee contractor, or subcontractor refuses to accept terms affording the Government such rights, the grantee shall promptly bring such refusal to the attention of the OOG program manager for the award and not proceed with the agreement in question without further authorization from OOG.

*18.2 Special requirements for grantees of federal funds regarding intellectual property*
If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the grantee wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," it will comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

***

Unless otherwise provided by law, grantees are subject to the Bayh-Dole Act, PL No 96-517, as amended, and codified in 35 USC § 200 et seq. The grantee will comply with the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 CFR Part 401) and the standard patent rights clause in 37 CFR § 401.14.

***

DOJ reserves certain rights with respect to data, patentable inventions, works subject to copyright, and other intellectual property associated with an award of Federal funds. See 28 CFR §§ 66.34, 70.36, and 37 CFR Part 401.

**City of Lubbock, TX**
**Grant Award**
**New Grant - Budget Detail**
**September 6, 2016**

**Administrative Information**

| | | |
|---|---|---|
| City Assigned Grant Number | | 86078 |
| Grant Name | | National Incident Based Reporting System |
| Grant Effective Date | | 09/01/2016 to 08/31/2017 |
| Grant Provider/Agency | | )ffice of Governor - Criminal Justice Division |
| Grant Award Amount | $ | 27,930 |

**Budget Information**

| **Project Detail** | | **Cost** |
|---|---|---|
| CITY: | | |
| Uniform Crime Reporting to National Incident Based Reporting System conversion | $ | 27,930.00 |
| **Total Project Amount** | $ | 27,930.00 |

**Regular City Council Meeting** **5. 19.**

**Meeting Date:** 12/01/2016

## Information

### Agenda Item

**Resolution - Fire and Rescue:** Consider a resolution authorizing the Mayor to execute Purchase Order Contract 10017261 with DACO Fire Safety Equipment of Lubbock, Texas, for Self Contained Breathing Apparatus (SCBA) masks and communication equipment.

### Item Summary

Acquisition is requested for 126 Scott Epic Voice Amps and 450 assorted sized SCBA masks. These pieces of equipment are next generation components to be worn by personnel for improved person to person communications and breathing in which face-pieces are fabricated with enhanced thermal durability and improved wearer safety. Both pieces of equipment represent part of the SCBA replacement program approved for purchase this year and will allow Lubbock Fire Rescue to maintain compliance with the current National Fire Protection Association (NFPA) standards.

The purchase of $155,365 is from DACO Fire Safety Equipment of Lubbock, Texas through BuyBoard Contract 432-13: This 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

Total approved for the SCBA program amounts to $1,427,768. This is approved in the FY 2016-17 Equipment Debt Financing Program.

This acquisition serves as only one of a number of purchases to be pursued in an effort to replace all SCBA equipment by close of this fiscal year.

### Staff/Board Recommending

Lance Phelps, Fire Chief

## Attachments

Reso and PO for Daco

AV3000 Mask

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, Purchase Order No. **10017261**, encumbering funds in the amount of **$155,365.00**, awarded to **DACO Fire Safety Equipment Co. of Lubbock, TX**, under **Buy Board Contract No. 432-13**, for Self-Contained Breathing Apparatus (SCBA) Masks and related equipment, fees and expenses, and related documents.

Passed by the City Council this _____ 2016.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Lance Phelps, Fire Rescue Chief

APPROVED AS TO FORM:

_____
John C. Grace, Assistant City Attorney

\\lbbdom\city_data\cityatt\CCDOCS\RES Daco_PO10017261_SCBAMasks 2016.doc

City of Lubbock TEXAS

# PURCHASE ORDER

Page - 1
Date - 11/08/2016
Order Number 10017261 000 OP
Branch/Plant 5619

TO:
DACO FIRE SAFETY EQUIPMENT
201 AVENUE R
PO BOX 5006
LUBBOCK Texas 79408 5006

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

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

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 11/08/2016 Freight
Requested 01/15/2017 Taken By S SUMMERS
Delivery PER R SALAZAR REQ #48818 BUYBOARD 432-13

| Description/Supplier Item | Ordered | Unit Cost | UM | Extension | Request Date |
|---|---|---|---|---|---|
| Scott Epic 3 Voice Amp | 126.000 | 360.0000 | EA | 45,360.00 | 01/15/2017 |
| Scott PN 2011275-01 | | | | | |
| AV3000 HT Mask Small | 39.000 | 245.0000 | EA | 9,555.00 | 01/15/2017 |
| Scott PN 201215-27 | | | | | |
| AV3000 HT Mask Medium | 285.000 | 245.0000 | EA | 69,825.00 | 01/15/2017 |
| Scott PN 201215-28 | | | | | |
| AV3000 HT Mask Large | 125.000 | 245.0000 | EA | 30,625.00 | 01/15/2017 |
| Scott PN 201215-29 | | | | | |

Total Order

Terms NET 30 DAYS

155,365.00

This purchase order encumbers funds in the amount of $155,365.00 awarded Daco Fire Equipment of Lubbock, TX on December 1, 2016. The following is incorporated into and made part of this purchase order by reference BuyBoard Contract 432-13 Daco Fire Equipment of Lubbock, TX Resolution #_____

CITY OF LUBBOCK

_____
Daniel M. Pope, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

DACO FIRE EQUIPMENT
201 AVE R
PO BOX 5006
LUBBOCK, TX 79408
Phone # 8067630808
Fax # 806-763-9151

# Estimate

| Date | Estimate # |
|---|---|
| 11/8/2016 | 2617 |

| Name / Address | Ship To |
|---|---|
| LUBBOCK, CITY OF<br>PO BOX 2000<br>LUBBOCK, TX 79456 | LUBBOCK FIRE DEPT.<br>1515 EAST URSULINE<br>LUBBOCK, TX 79401 |

| Terms | Rep | FOB |
|---|---|---|
| Net 30 | GD | |

| Item | Description | Qty | Rate | Total |
|---|---|---|---|---|
| SCO201275-01 | EPIC3 VOICE AMPLIFIER | 126 | 360.00 | 45,360.00 |
| SCO201215-27 | AV-3000 HT; SMALL W/KEVLAR HEADNET 4 STRAP AND R.S. COMMS BRACKET | 39 | 245.00 | 9,555.00 |
| SCO201215-28 | AV-3000 HT; MEDIUM W/KEVLAR HEADNET 4 STRAP AND R.S. COMMS BRACKET | 285 | 245.00 | 69,825.00 |
| SCO201215-29 | AV-3000 HT; LARGE W/KEVLAR HEADNET 4 STRAP AND R.S. COMMS BRACKET | 125 | 245.00 | 30,625.00 |
| | BUYBOARD CONTRACT# 432.13 | | | |

| | |
|---|---|
| **Subtotal** | $155,365.00 |
| **Sales Tax (0.0%)** | $0.00 |
| **Total** | $155,365.00 |

# AV-3000 HT FACEPIECE

SCOTT SAFETY

# APPROVED TO NFPA 1981®, 2013 EDITION STANDARD

## NEW ADVANCED FACEPIECE TECHNOLOGY

Approved to the challenging requirements set forth in NFPA 1981, 2013 Edition, the AV-3000 HT combines the industry-leading AV-3000 SureSeal platform with next generation proprietary lens and bezel materials. These innovative materials are engineered to provide enhanced thermal durability and improved wearer safety.

- **LOWER TOTAL COST OF OWNERSHIP**
  All AV-series facepieces offer the Scott Safety exclusive Top-Down Convertibility. This means you can use a single facepiece with a single fit test for all of your NIOSH, CBRN and NFPA–approved respirators. (See back page for current list of approved respirators.)

- **HIGH PERFORMANCE LENS AND BEZEL**
  High performance materials in the lens and bezel meet the rigorous requirements laid out in NFPA 1981, 2013 Edition. These new materials enhance wearer safety by ensuring the facepiece maintains positive pressure when exposed to high heat and flame loads.

- **2013 EDITION PERFORMANCE FOR CURRENT AIR-PAK USERS**
  Approved with 2002 and 2007 Edition Air-Paks, the AV-3000 HT enables current Scott users to upgrade their facepiece with or without an SCBA purchase and gain the benefits of the more rigorous requirements set forth in the 2013 Edition.

- **IMPROVED VOICE INTELLIGIBILITY**
  Redesigned voice communication components deliver outstanding voice intelligibility, exceeding the requirements of NFPA 1981, 2013. The dual voicemitters provide a sphere of intelligibility to those around the wearer, not just those directly in front.

*Smaller, Kevlar head harness eliminates bunching and discomfort under helmets*

*Utilizes proven SureSeal technology for enhanced comfort, fit and performance*

*High performance lens and bezel for improved thermal performance*

*ANSI/ISEA Z87.1-2010 Std., impact rated; Z87+*

*High visibility inhalation valves allow for easy inspection*

*Positioning tab assists with proper and quick donning*

*Right or left communications bracket for maximum versatility*

*Dual voice emitters for enhanced voice transmission around the wearer*

## APPROVED WITH 2002 AND 2007 AIR-PAK SCBA

- Enables facepiece upgrade with current or new SCBA
- Current users benefit from improvements required by 2013 Edition Standard
- Approved with current and new communications systems

TOP DOWN CONVERTIBILITY

- Single facepiece for multiple applications
- Reduces fit-testing, cost and training
- Lower total cost of ownership

## ***APPROVED CONFIGURATIONS*** *(COMPLETE LIST ON BACK)*

X3 and Air-Pak 75 SCBA
(2013 Edition SCBA)

Air-Purifying Respirators

NIOSH PAPRs
(non-CBRN)

**The Scott Story.** Since 1932, Scott Safety has been committed to providing outstanding, reliable safety equipment to those whose lives depend on it. Thousands of safety workers, firefighters, police, civil defense and military personnel have counted on Scott for innovative product design, best exemplified by our industry-leading Air-Pak SCBA. We've built a solid reputation on our attention to detail, rigorous quality assurance and exceptional service.

## SPECIFICATIONS AND ORDERING INFORMATION

| **AV-3000 HT FACEPIECE** (with Kevlar Head Harness) | | | |
|---|---|---|---|
| Part Numbers | Part Numbers | Part Numbers | Description |
| No Comm Bracket | Right Comm Bracket | Left Comm Bracket | |
| 201215-01 | 201215-04 | 201215-07 | AV-3000 HT (Small) |
| 201215-02 | 201215-05 | 201215-08 | AV-3000 HT (Medium) |
| 201215-03 | 201215-06 | 201215-09 | AV-3000 HT (Large) |

| **ACCESSORIES** | |
|---|---|
| Part Number | Description |
| APR Adapters | |
| 805622-01 | 742 Series Twin Cartridge ¼ Turn Adapter |
| 805059-01 | 40mm Cartridge Adapter |
| 200423-01 | 40mm First Responder Adapter (CBRN APR Approval Pending) |
| Comm Bracket Kits | |
| 201210-01 | Comm Bracket Kit, Right (AV-3000 HT only) |
| 201210-02 | Comm Bracket Kit, Left (AV-3000 HT only) |
| Eyeglass Kits | |
| 805773-01 | AV-3000 Spectacle Kit Assembly |
| 200372-52F | 52mm Facepiece Lens Kit |
| 200371-60F | 60mm Facepiece Lens Kit |
| Storage and Cleaning | |
| 805534-01 | Fleece Facepiece Bag |
| 31001875 | Wescodyne Plus, 1 gallon with spray attachment (4 bottles)* |
| 31001876 | Wescodyne Plus, 16oz with spray attachment (6 bottles)* |

*Wescodyne is not for sale outside the US.

### APPROVED AND PENDING* RESPIRATOR CONFIGURATIONS

**NIOSH CBRN Products**
Air-Pak X3
Air-Pak 75 SCBA (2002, 2007, 2013)
Air-Pak NxG7 SCBA (2002, 2007)
APR with 40 mm CBRN Cap-1 Canister*
C420 Plus Powered Air-Purifying Respirator*

**NIOSH Air-Purified Products**
Air-Purifying Respirator with 742 cartridges
Air-Purifying Respirator with 40 mm cartridges
Proflow 2 Powered Air-Purifying Respirator
C420 Plus PAPR

**NIOSH Air-Supplied Products**
Air-Pak 75i SCBA
ACSi SCBA*
ISCBA SCBA
SWAT-Pak SCBA*
E-Z Airline Respirator*
Ska-Pak Respirator*
Ska-Pak Plus Respirator*
Ska-Pak AT Respirator*

*Pending approval (as of 3/25/14)*

**Used with most advanced communications devices†:**
Voice Amplifier
EPIC RI Wireless Communications System
E-Z Radiocom II Communications Device
HAZMAT Radiocom System
Con-Space Link Communications Device
TALK-AROUND MMR Radio
EPIC 3 Voice Amplifier

†Check the NIOSH approval label for your specific respirator.

Kevlar® is a register trademark of E.I. Du Pont de Nemours and Company.

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*www.scottsafety.com • sh-sale@tycoint.com*

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SCOTT SAFETY

# EPIC™ VOICE AMPLIFIER

## QUESTIONS & ANSWERS

**Question**
What is Scott's EPIC Voice Amplifier?

**Answer**
The EPIC Voice Amplifier is the latest generation voice projection device, a simple-to-use, virtually maintenance-free device that amplifies the respirator user's voice for strong local person-to-person communications.

**Question**
Why did Scott develop the EPIC voice amplifier?

**Answer**
The EPIC Voice Amplifier was developed because users called for an even more robust voice amplification device than the current voice amplifier that has offered dependable service since 1996. The EPIC Voice Amplifier was also designed to meet the new NFPA 1981 Standard on Open-Circuit Self-Contained Breathing Apparatus for Fire and Emergency Services, 2007 Edition and 2002 Edition standards as an accessory.

**Question**
How does the EPIC Voice Amplifier differ from the existing voice amplifier?

**Answer**
The EPIC Voice Amplifier provides clearer voice communications than the current voice amplifier for maximum voice transmission and it offers features not available until now. Its 40 mm diameter wide speaker accounts for much of the product's enhanced performance. Also, the size, shape and weight of the system's packaging are different.

Unlike the current Scott voice amplifier, with a speaker's voice projected to the side of the facepiece, the speaker on the EPIC Voice Amplifier is angled in the direction the user is facing. As a result, the user's voice is projected toward the people to whom the user is communicating. Additionally, to conserve battery life, the EPIC Voice Amplifier has an auto shutoff feature which occurs 20 minutes after the user's last voice transmission.

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**Question**
If the facepiece already has a voicemitter, why is a voice amplifier required?

**Answer**
While the voicemitters on both the AV-2000® and AV-3000™ facepieces are effective at transmitting the user's voice, a battery-powered device such as the EPIC gives the user the ability to communicate over greater distances and more effectively, especially when there is distracting ambient noise.

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**Question**
Why are AAA batteries used?

**Answer**
New intrinsic safety requirements required the use of AAA disposable batteries, instead of a 9 volt battery, which powers the existing voice amplifier.

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**Question**
What is the run time for these batteries?

**Answer**
See chart below.

| Voice Amplifier Battery Run Time | |
|---|---|
| AAA alkaline (3) | 20 hours |
| Based on following duty cycle: 25% transmit, 5% remote transmit; 5% remote receive; 65% idle. | |
| Automatic shut-down occurs 20 minutes after last transmission. | |
| Low battery with flashing green LED activates at 10% of remaining battery life remaining (approximately 2 hours). | |

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**Question**
Does the EPIC Voice Amplifier include low battery alerts?

**Answer**
Yes. A bright green LED will begin flashing once per second when only approximately 10 percent of battery life remains to alert the user to a low battery condition.

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**Question**
Can the EPIC Voice Amplifier be mounted and removed with a gloved hand?

**Answer**
Yes. The EPIC Voice Amplifier's housing is textured to ensure easy handling. The device is securely docked to the voicemitter bracket with a bayonet mount, similar to the mounts on existing Scott communications devices. A simple quarter-turn locks it into place. A large surface thumb latch is pressed for easy removal from the facepiece.

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**Question**
Does this system meet the latest NFPA communications requirements?

**Answer**
The EPIC Voice Amplifier is meets all requirements specified in the new NFPA 1981 Standard on Open-Circuit Self-Contained Breathing Apparatus for Fire and Emergency Services, 2007 Edition certification as an accessory. It also meets all requirements of NFPA 1981, 2002 Edition as an accessory for those who have 2002 models of the Air-Pak® SCBA.

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**Question**
Battery conservation is very important. How does the EPIC Voice Amplifier address this concern?

**Answer**
Responding to end-user requests, Scott incorporated a new automatic shutdown capability into the product. Auto shutdown will occur approximately 20 minutes after the user's last voice transmission. This was done because many users simply forget to turn off their communications device when doffing their respirator. The auto shutdown will be a big help in conserving

**Question**
Specifically what testing is required under NFPA 1981, 2007 Edition?

**Answer**
The chart below shows the former testing requirements and the new testing that the EPIC Voice Amplifier is required to satisfy under the revised NFPA standard.

| Performance Requirement | NFPA 1981, 2002 | NFPA 1981, 2007 |
|---|---|---|
| Communications intelligibility | 72% intelligibility at 5 ft. distance | 85% intelligibility at 10 ft. distance |
| Heat/flame test | Device must function properly after exposure to heat & flame; flame must self-extinguish in less than 2.2 seconds | Same |
| Intrinsic safety | UL 913 Class I, II and III, Division I | UL 913 Class I, Groups C & D, Class II, Groups E, F and G |
| Impact resistance | Eight drops from a height of 10 ft. | Same |
| Vibration test | Device must function properly after vibrations of 250 RPM/24 hrs. | Same |
| Heat resistance | No melting, dripping or ignition after 5 min. exposure to 500º for 5 min.; device must function properly. | Same |

battery life.

**Question**
How is the EPIC Voice Amplifier reactivated after an automatic shutdown occurs?

**Answer**
The user simply needs to reactivate the device by pressing the on/off button.

**Question**
Can existing AV-3000™ or AV-2000® facepiece brackets be used to mount the new EPIC Voice Amplifier?

**Answer**
No. New EPIC communications brackets for the AV-3000 and AV-2000 were specially designed to maximize communications effectiveness so that performance of the new EPIC products is not sacrificed. By enhancing the seal around the voicemitter, the brackets play an important part in the process of effectively capturing and transmitting the user's voice.

**Question**
Can existing Scott communications devices be mounted to the EPIC communications brackets?

**Answer**
Yes. All existing communications systems, including the old voice amplifier, may be mounted to the EPIC communications brackets.

**Question**
What is the warranty on the new EPIC Voice Amplifier?

**Answer**
Like most other electronic equipment offered by Scott or other manufacturers, the EPIC Voice Amplifier is provided with a one-year warranty at no charge to the user. The warranty covers defects in materials and

workmanship.

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**Question**

If service is required, how is it obtained?

**Answer**

Components must be returned to the Scott Service Center because of intrinsic safety requirements related to how intrinsically safe approved electronics must be serviced. However, some non-electronic parts are field serviceable by end-users.

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**Question**

Which parts are field serviceable?

**Answer**

Non-electronic parts may be replaced by end-users. Field replaceable voice amplifier parts include the battery door; battery door gasket and the gasket sealing the unit to the facepiece bracket.

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Monroe Corporate Center • P. O. Box 569 • Monroe, NC 28110
Telephone: 800.247.7257 • Facsimile: 704.291.8330
www.scotthealthsafety.com • sh-sale@tycoint.com

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SCOTT® HEALTH & SAFETY

**Regular City Council Meeting** **6. 1.**

**Meeting Date:** 12/01/2016

## Information

### Agenda Item

**Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3294, a request of HHA Properties, LLC, for a zoning change from R-1 to M-1 on Lot 2, Block 3, Trigg Heights Addition, 7804 Martin Luther King Jr. Boulevard, and consider an ordinance.

### Item Summary

General comments:
This request is to rezone approximately 2.3 acres of residential property from R-1 to M-1 for an office warehouse facility.

Adjacent land uses:
North - Single family residences, zoned R-1
South - Single family residences, zoned R-1
East - Vacant land, zoned R-1
West - Single family residences, zoned R-1

Comprehensive Land Use Plan (CLUP):
This request is NOT consistent with the CLUP. The area in question is recommended to be low density residential. Furthermore, any industrial/commercial zoning outside of the recommended 660' feet from a thoroughfare intersection is considered strip commercial and the CLUP recommends against it. This could generate significant traffic issues along MLK Jr. Blvd and negatively impact the adjacent developments.

Zoning Policy:
Following the CLUP, the zoning policies also recommend against industrial zoning immediately adjacent to single family residential.

Effect on the adjacent street and thoroughfare system:
Strip industrial/commercial along a thoroughfare could have significant negative impacts on the traffic along the thoroughfare.

Recommendations:
Based on the CLUP policies, the zoning policies, the continued protection of the single family neighborhood, and the potential negative traffic impacts on the thoroughfare system, staff recommends against the case.

On October 6, 2016, the Planning and Zoning Commission recommended the request with a unanimous

vote.

**Fiscal Impact**

None.

**Staff/Board Recommending**

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

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**Attachments**

Ordinance - 3294

Map - Zone Case 3294

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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. 3294;** A ZONING CHANGE FROM **R-1** TO **M-1** ZONING DISTRICT ON **LOT 2, BLOCK 3, TRIGG HEIGHTS ADDITION,** LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

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

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

**ZONE CASE NO. 3294**

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** to **M-1** zoning district on **Lot 2,**

**Block 3, Trigg Heights Addition**, City of Lubbock, Lubbock County, Texas, located at **7804 Martin Luther King Jr. Boulevard.**

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 _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

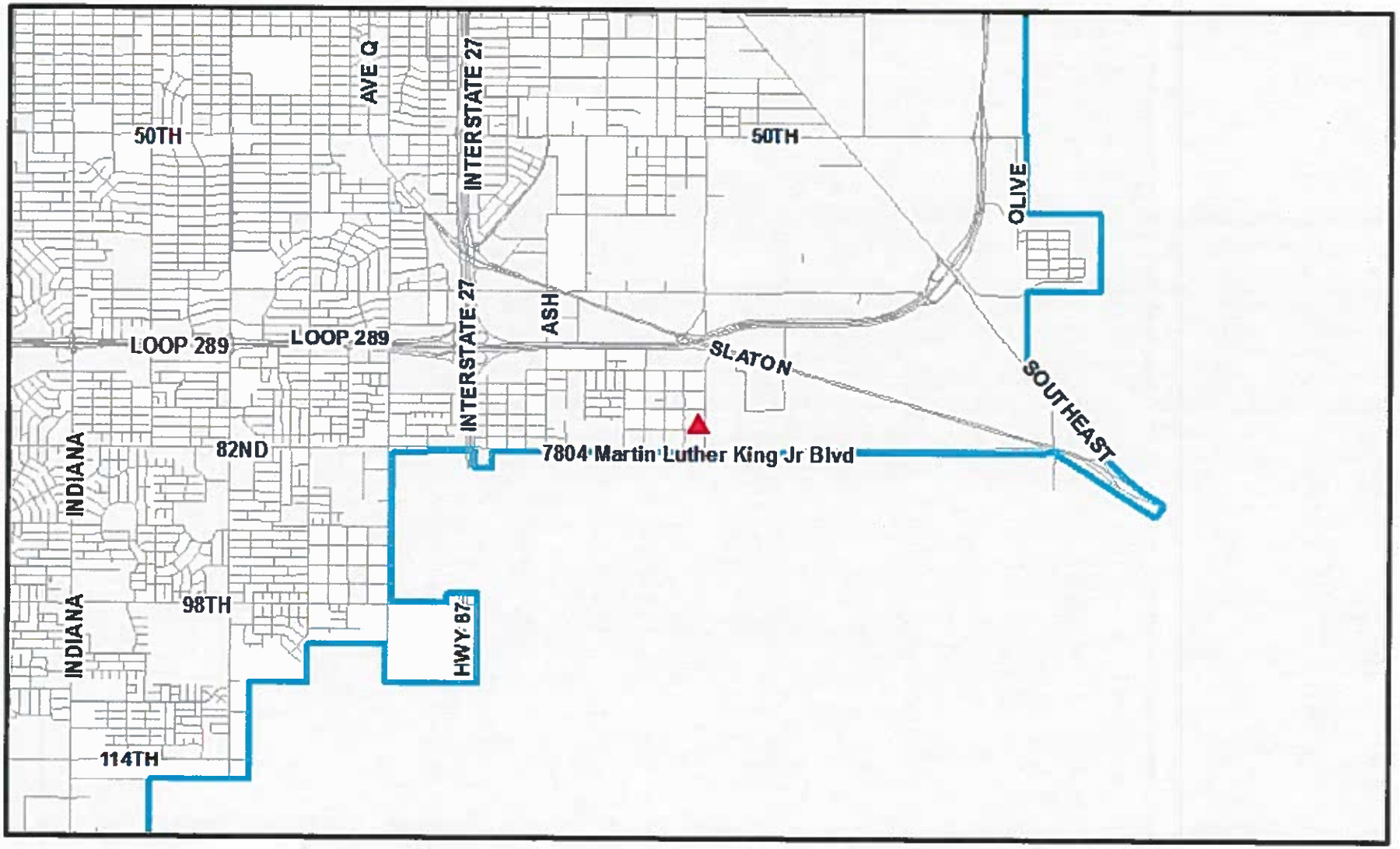
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

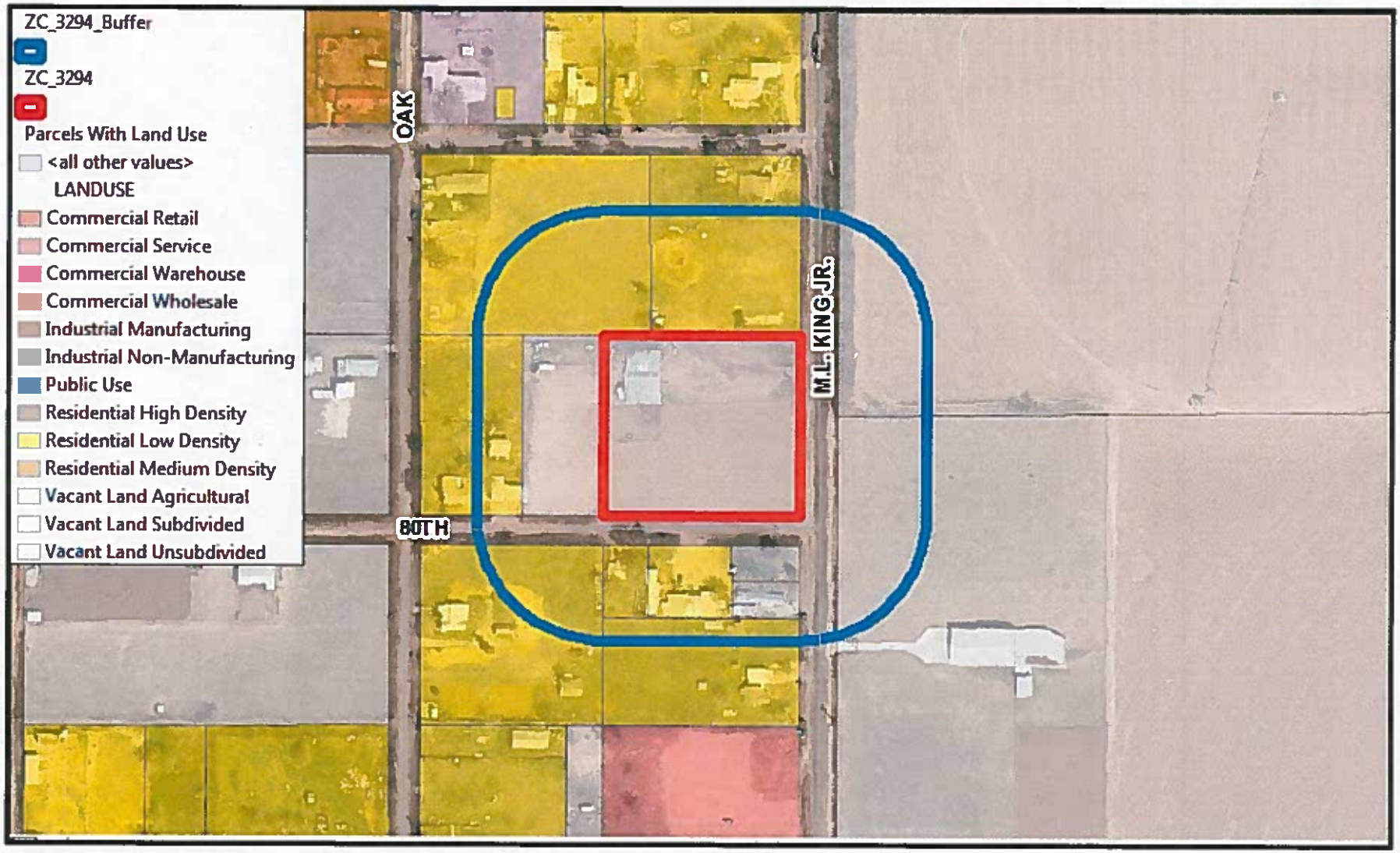
APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

vw/cityatt/Justin/ZoneCase/ZC3294
October 6, 2016

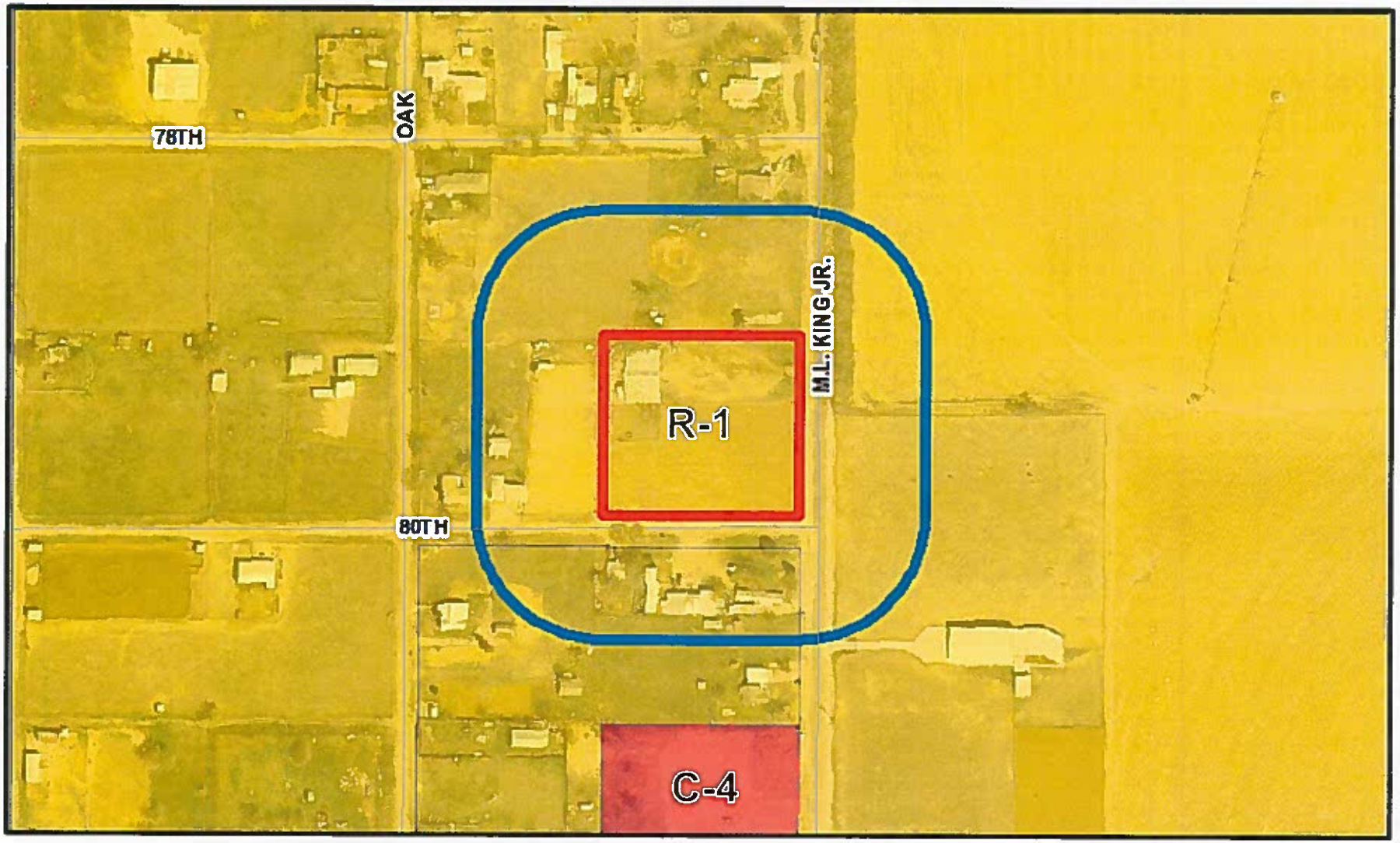



# P.Z.C. Case 3294




# P.Z.C. Case 3294

**Continued request of HHA Properties, LLC for a zoning change from R-1 to M-1, 7804 Martin Luther King Jr. Boulevard**




# P.Z.C. Case 3294 Zoning

# APPLICATION FOR ZONE CHANGE

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

**Applicant** (Please Print): HHA Properties, LLC
PO Box 94010
Street/Post Office Box
Lubbock TX 79493
City State Zip
(806) 771-9780
Telephone

**For**:
Street/Post Office Box
City State Zip
( )
Telephone

**Location or Address:** 7804 MLK Blvd. Lubbock, TX 79404

**Legal Description:*** Lot 2 block 3 Trigg Heights

**Existing Land Use:** vacant

**Existing Zoning:** R1 (residential)

**Acreage or Square Footage of Property:** 3 acres

**Zoning Requested:** ~~C4~~ M-1

**Proposed Development:** office space and warehouse storage

**If property is not subdivided, will preliminary plat be submitted?** Yes _____ No ✓

**Applicant's Signature**

8/4/16
**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:** $481.00
**($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)**

## For City Use Only

PIN: 63448 map 18

**Zone Case No.:** 3294

**Agenda No.:**

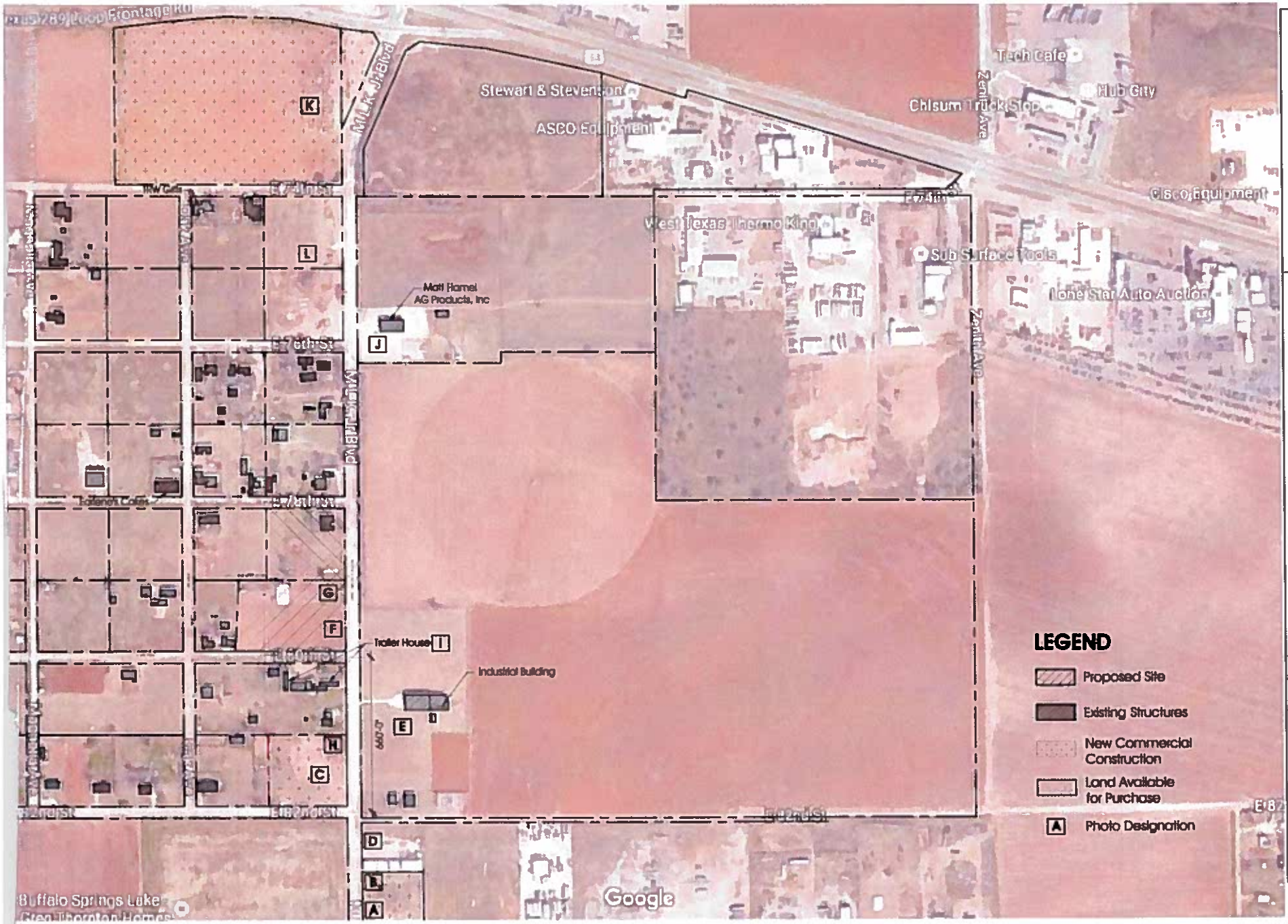
**Request for zoning change from:** R-1

**To:** ~~C4~~ M-1

**on Lot(s):** 2 **Block(s):** 3

**Subdivision:** Trigg heights **Address:** 7804 Martin Luther King Jr. Blvd

VS ICL




**HHA PROPERTIES, LLC**
5732 94TH ST LUBBOCK
TX 79424-4448

PROPOSED SITE PLAN
7804 MARTIN LUTHER KING BOULEVARD
LUBBOCK, TX

09.01.2016
PROPOSED SITE PLAN

SCHEMATIC REVIEW SET, NOT FOR CONSTRUCTION

EXISTING SITE PLAN

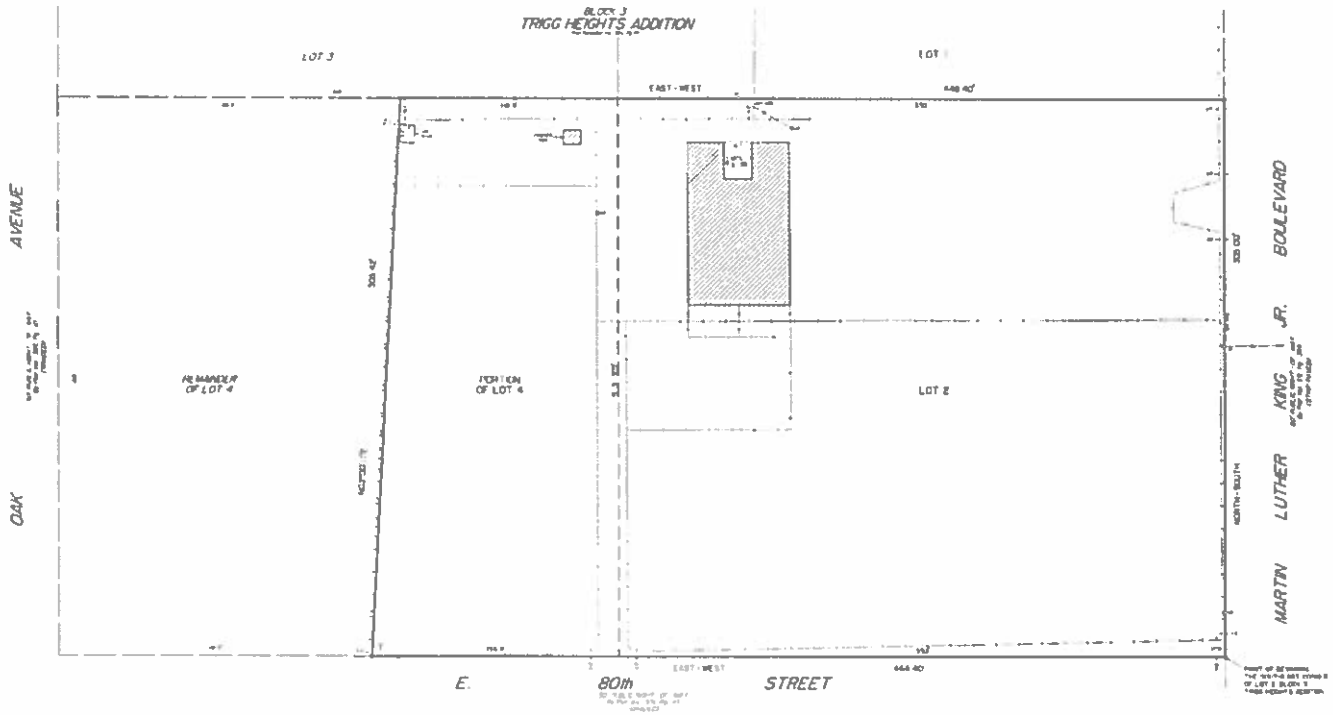
**A2.0**

PERIMETER AND IMPROVEMENT SURVEY
OF LOT 2 AND A PORTION OF LOT 4, BLOCK 3

# TRIGG HEIGHTS ADDITION

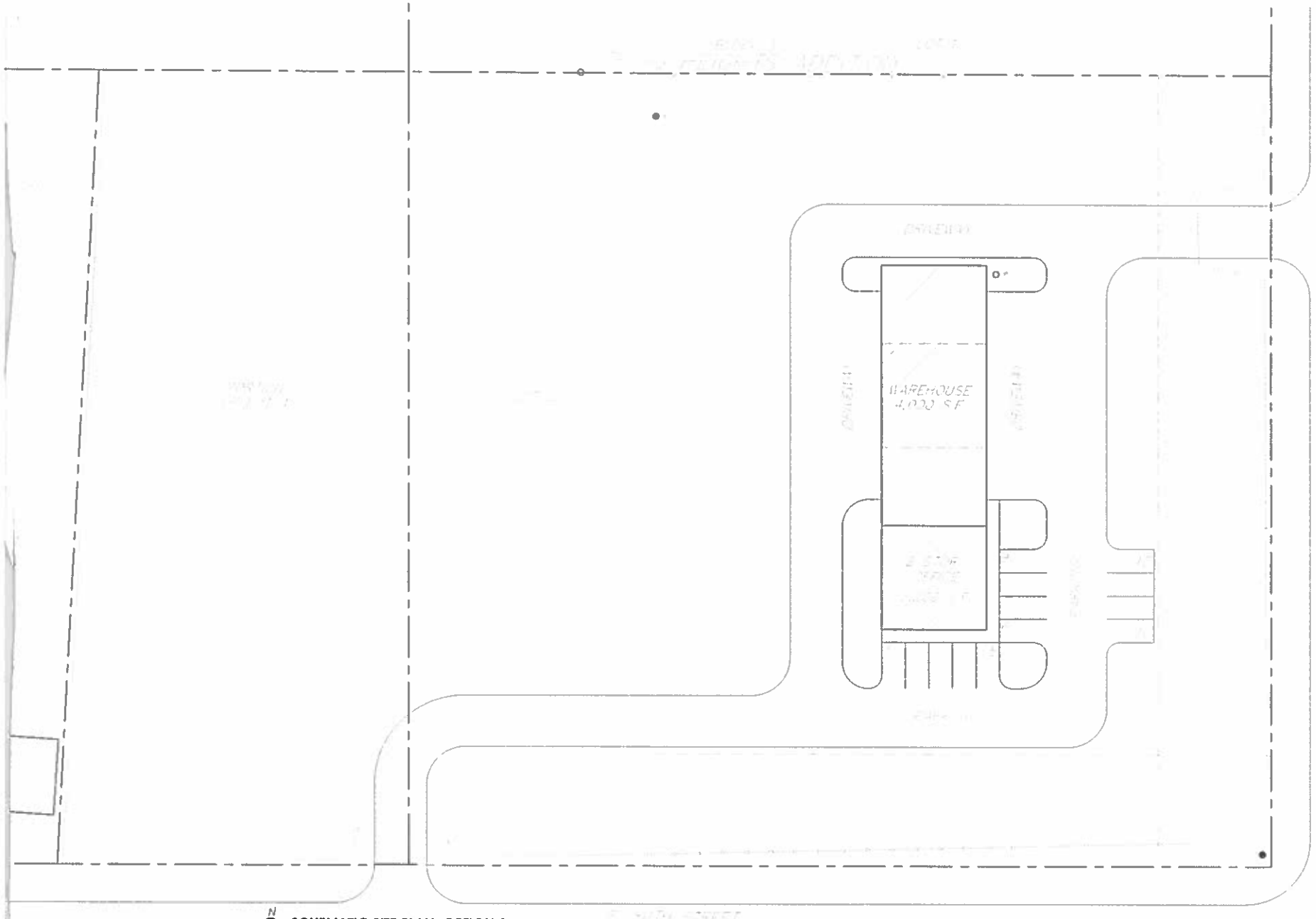
TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 301, PAGE 10 OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS

7804 MARTIN LUTHER KING JR. BOULEVARD





SURVEYOR'S NOTES:
CONTROL MONUMENTS AS FOUND & SHOWN
FENCES AS SHOWN
IRON ROD
IRON ROD W/ CAP
CAPPED PIPE
CONCRETE
BUILDING LINE
UTILITY LINE
OVERHEAD ELECTRIC LINES
NOTICE: BLOCK LENGTH




N

**SCHEMATIC SITE PLAN- OPTION 2**
SCALE 1/16 " = 1'-0"

**HHA PROPERTIES, LLC**
5732 96TH ST LUBBOCK
TX 79424-4448

PROPOSED SITE PLAN
7804 MARTIN LUTHER KING BOULEVARD
LUBBOCK, TX

09 01 2016

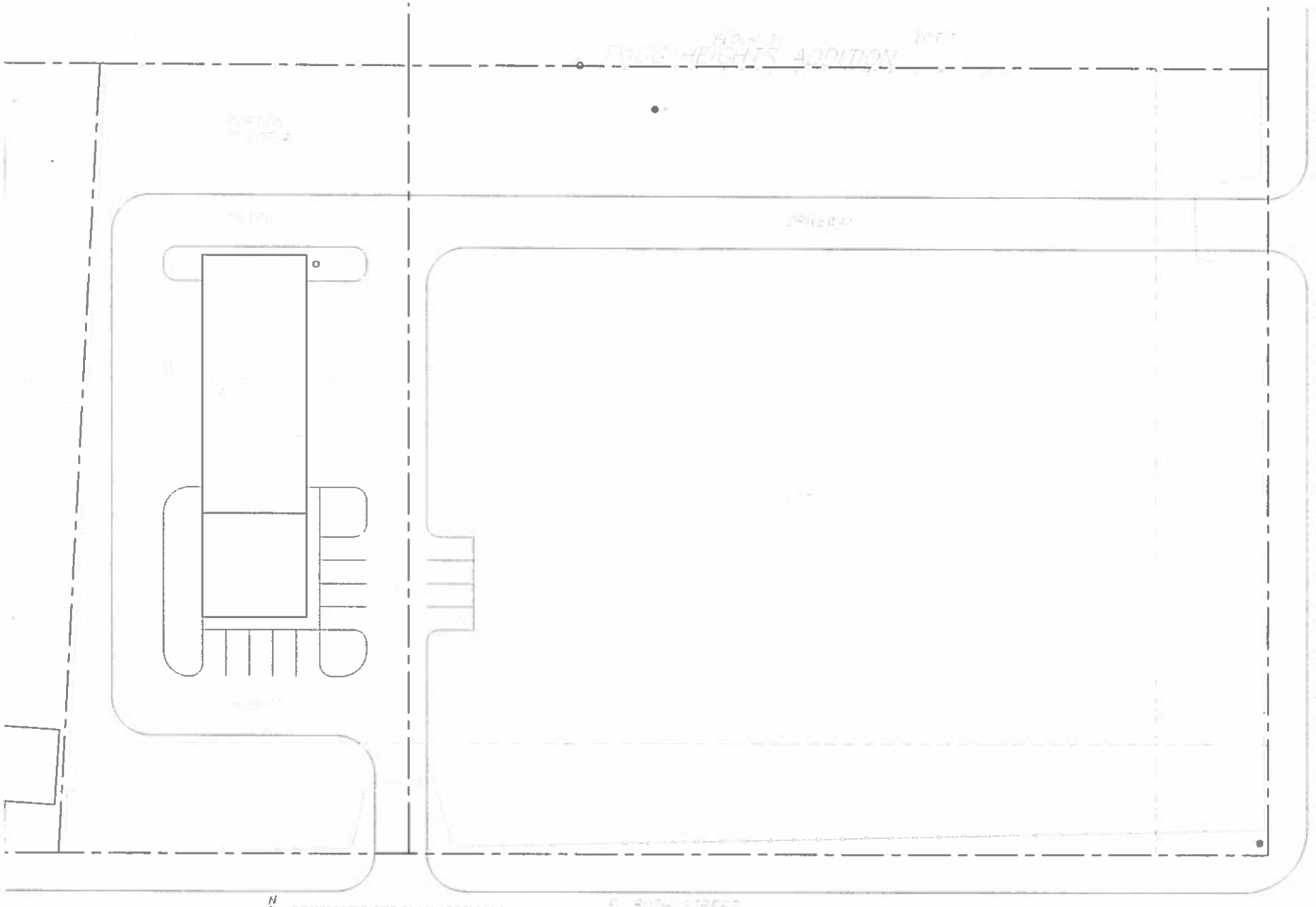
PROPOSED SITE PLAN

SCHEMATIC
REVIEW SET NOT
FOR
CONSTRUCTION

AA

EXISTING SITE PLAN

A1.1



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**SCHEMATIC SITE PLAN- OPTION 1**
SCALE 1/16" = 1'-0"

**HHA PROPERTIES, LLC**
5732 96TH ST LUBBOCK
TX 79424-4448

PROPOSED SITE PLAN
7804 MARTIN LUTHER KING BOULEVARD
LUBBOCK, TX

09 01 2016

PROPOSED SITE PLAN

SCHEMATIC REVIEW SET. NOT FOR CONSTRUCTION

AA

SITE PLAN

**A1.0**

A

B

D
CAR WASH MARKETING

E

F

H
8016

I

F

L
SPEED
LIMIT
45

(1)

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.: 3294

*In Favor of* ___

*Opposed* X

**Reasons and/or Comments:**

Trigg Heights was platted to be used for residence purposes only on February 14, 1945, recorded in Volume 301, Page 10, Deed Records, Lubbock County, Texas, and remains the same today. Every property owner in and adjoining the Sub-division knows the residential restrictions and based the value of their ownership of their property on these protections afforded by said restrictions. I do not find any provision in said restrictions that allow any use other than residential, but a change in zoning form R-1 to M-1 would imply that manufacturing would be permitted, which I would find to be a violation of the recorded restrictions. Any type of manufacturing activity would create noise pollution, visual degradation and possible water pollution to a residential neighborhood. I feel that a change to M-1 would negatively affect the value of my property and would look to the Planning and Zoning Commission and/or the City of Lubbock for compensation. I hereby strongly request that any zoning change to anything other than residential (R-1) be denied.

Print Name: Kerry Billingsley

Signature: Kerry Billingsley

Address: 8101 Martin L King BLVD, Lubbock, TX 79404-6775

Address of Property Owned: SAME AS ABOVE

2 of 9

RECEIVED
OCT – 5 REC'D
PLANNING DEPARTMENT

Zone Case Number: 3294
BILLINGSLEY, MICHAEL R
8101 MLK BLVD

1686

LUBBOCK TX 79404-6775

1

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

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*Opposed* X

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Print Name: Michael R. Billingsley

Signature: Michael R. Billingsley

Address: 8101 MLK Blvd., Lubbock, TX 79404

Address of Property Owned: Same As Above



RECEIVED
OCT - 5 REC'D
PLANNING DEPARTMENT

Zone Case Number: 3294 1686
BILLINGSLEY, MICHAEL R
8101 MLK BLVD

LUBBOCK TX 79404-6775

1

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

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*In Favor of* ____

*Opposed* X

**Reasons and/or Comments:**

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Print Name Bernice Billingsley

Signature: Bernice Billingsley

Address: 8101 MLK Blvd. Lubbock, Texas 79404

Address of Property Owned: Same

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7 of 9

RECEIVED
OCT - 5 2016
PLANNING DEPARTMENT

Zone Case Number: 3294 1686
BILLINGSLEY, MICHAEL R
8101 MLK BLVD

LUBBOCK TX 79404-6775

5

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

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*In Favor of* ___

*Opposed* X

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Print Name Nell B. Billingsley, Kerry L. Billingsley, Michael R. Billingsley

Signature: Nell B. Billingsley, Kerry L. Billingsley, Michael R. Billingsley

Address: 8101 Martin Luther King Blvd

Address of Property Owned: SAME

2 of 9

RECEIVED
AUG 31 REC'D
PLANNING DEPARTMENT

Zone Case Number: 3294 1686
BILLINGSLEY, MICHAEL R
8101 MLK BLVD
LUBBOCK TX 79404-6775

**Regular City Council Meeting** **6. 2.**

**Meeting Date:** 12/01/2016

## Information

### Agenda Item

**Public Hearing 5:30 p.m. – Planning**: Consider a request for Zone Case 1893-AA, a request of Verizon Wireless, for Sorrele Partners IV LLC, for a zoning change from C-3 to C-3 Specific Use, for a 120 feet telecommunications tower on 0.0574 acres, Block JS, Section 2, 6424 4th Street, and consider an ordinance.

### Item Summary

General comments:
***Due to 20% adjacent landowner opposition, approval will require a super majority vote of 6 out of 7 Council members approving, according to state law.**

The request is for a zone change from C-3 to C-3 Specific Use for a 120 foot telecommunications tower.

Adjacent land uses:
North - Vacant land, zoned A-1
South - United Express service station, zoned C-3
East - Vacant land, zoned A-1
West - Wilshire on 4th Retirement Home and single-family residences, zoned T

Comprehensive Land Use Plan (CLUP):
The request is consistent with the CLUP, as this property is designated as commercial and the base zoning of C-3 is not changing.

Zoning Policy:
The request is consistent with zoning policies, as this property is at the corner of two major thoroughfares and the base zoning of C-3 is not changing. The request is simply to add the Specific Use to allow a telecommunications tower.

Effect on the adjacent street and thoroughfare system:
There should be little to no impact on traffic in the area.

On November 1, 2016, the Planning and Zoning Commission recommended the request with a vote of 6-3, with the following conditions:
1. Limited to a 120 foot telecommunications tower.
2. Tied to the site plan.

### Fiscal Impact

None.

**Staff/Board Recommending**

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

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**Attachments**

Ordinance - 1893-AA

Map - Zone Case 1893-AA

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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. 1893-AA;** A ZONING CHANGE FROM **C-3** TO **C-3 SPECIFIC USE** FOR **A 120 FOOT TELECOMMUNICATIONS TOWER**, ON **0.0574 ACRES, BLOCK JS, SECTION 2,** 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. 1893-AA**

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 **C-3** to **C-3 Specific Use** for **a 120 foot telecommunications tower** on **0.0574 acres, Block JS, Section 2,** City of Lubbock, Lubbock County, Texas, located at **6424 4th Street,** subject to conditions, and being further described as follows:

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

**SUBJECT TO THE FOLLOWING CONDITIONS:**

1. **THAT the zone change shall be limited to a 120 foot telecommunications tower.**

2. **THAT the zone change be tied to the 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 **C-3** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **6424 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 _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC1893-AA
November 1, 2016

**SOLIS-KANAK & ASSOCIATES, INC.**
PROFESSIONAL LAND SURVEYORS
Firm License No. 10140200

**Lessee**
**Lease Area**
**TXLU Shadowhills**

*Field notes for a 0.0574 of an acre lease area out of a called 8.269 acre tract of land in deed to Sorelle Partners IV, LP recorded in Document No. 2014038419 Official Public Records Lubbock County, Texas (OPRLCT), situated in Section 2, Block JS, Lubbock County, Texas, and being more particularly described by metes and bounds as follows with all bearings being based on Texas State Plane Coordinates North Central Zone (NAD 83);*

***Commencing:*** *at a found ½" iron bar (N 7280096.90, E 916612.14) with cap (HR Associates) marking the northeast corner of said 8.269 acre tract and an interior corner of the Plains National Bank of Lubbock tract of land recorded in Volume 4188, Page 174 OPRLCT, being S 88° 08' 53" E (Bearing Basis), 604.95 feet (called S 88° 08' 44" E, 605.07 feet), from a found ½" iron bar (N 7280116.45, E 916007.50) with cap (HR Associates) lying on the north line of said 8.269 acre tract, the east line of Milwaukee Avenue (100' ROW, Volume 1290, Page 733 Deed Records Lubbock County, Texas (DRLCT)) and marking the upper southwest corner of said Plains National Bank Tract, and a found ½" iron bar with cap (RPLS 4460) lying on the east line of said 8.269 acre tract, the north line of 4th Street (100' ROW, Volume 633, Page 611 DRLCT), marking the lower southwest corner of said Plains National Bank tract bears S 01° 51' 07" W, 500.20 feet (called S 01° 50' 22" W, 500.18 feet);*

***Thence:*** *S 46° 54' 40" W, 14.16 feet, into said 8.269 acre tract, to a set ½" iron bar with cap (Solis-Kanak) for the northeast corner and the* ***Place of Beginning*** *of the herein described lease area;*

***Thence:*** *S 01° 51' 07" W, 50.00 feet, along the east line of the herein described lease area, to a set ½" iron bar with cap (Solis-Kanak) for the southeast corner of the herein described lease area;*

***Thence:*** *N 88° 08' 53" W, 50.00 feet, along the south line of the herein described lease area, to a set ½" iron bar with cap (Solis-Kanak) for the southwest corner of the herein described lease area;*

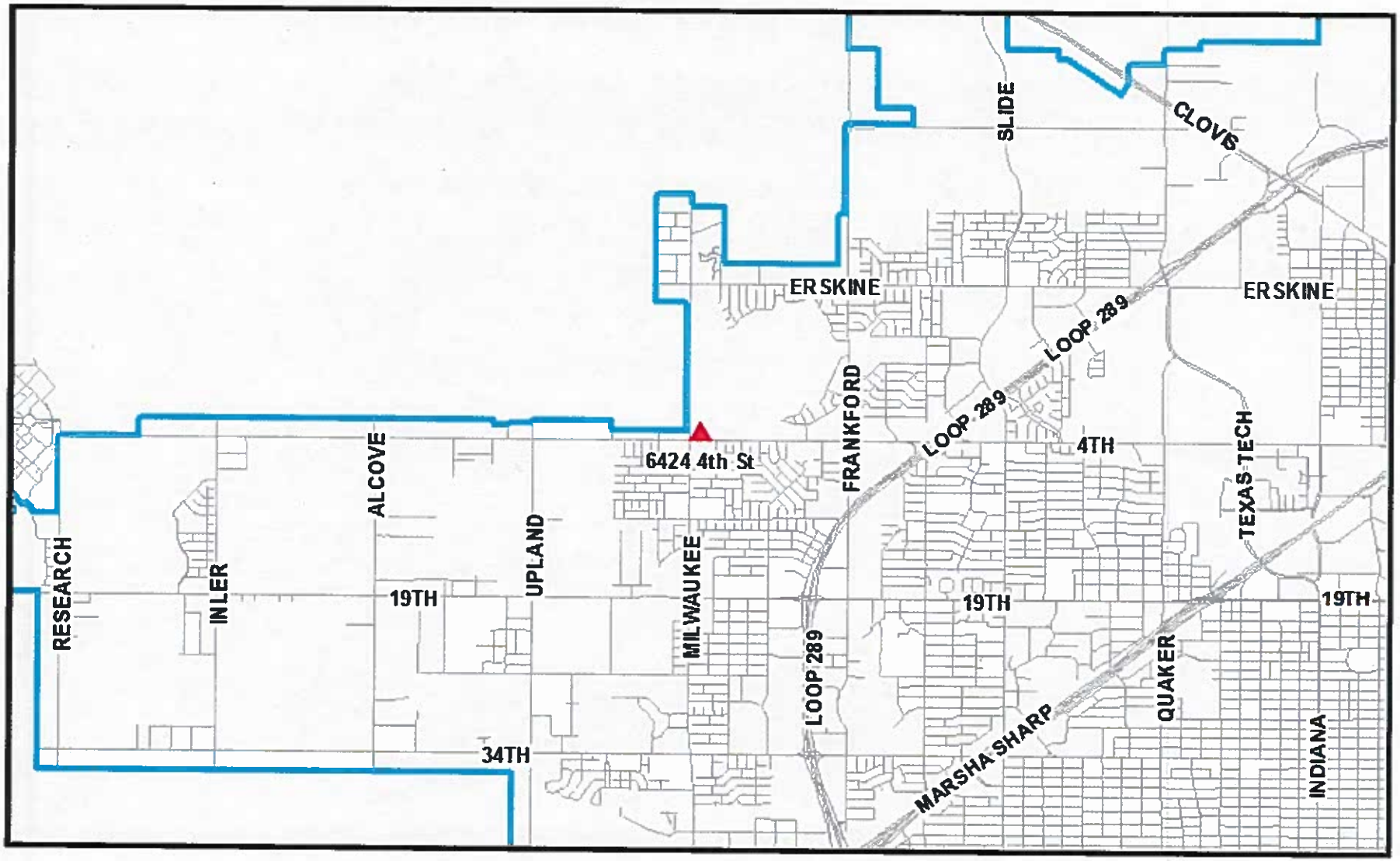
***Thence:*** *N 01° 51' 07" E, 50.00 feet, along the west line of the herein described lease area, to a set ½" iron bar with cap (Solis-Kanak) for the northwest corner of the herein described lease area;*

***Thence:*** *S 88° 08' 53" E, 50.00 feet, along the north line of the herein described lease area, to the* ***Place of Beginning*** *and containing 0.0574 of an acre of lease area more or less.*

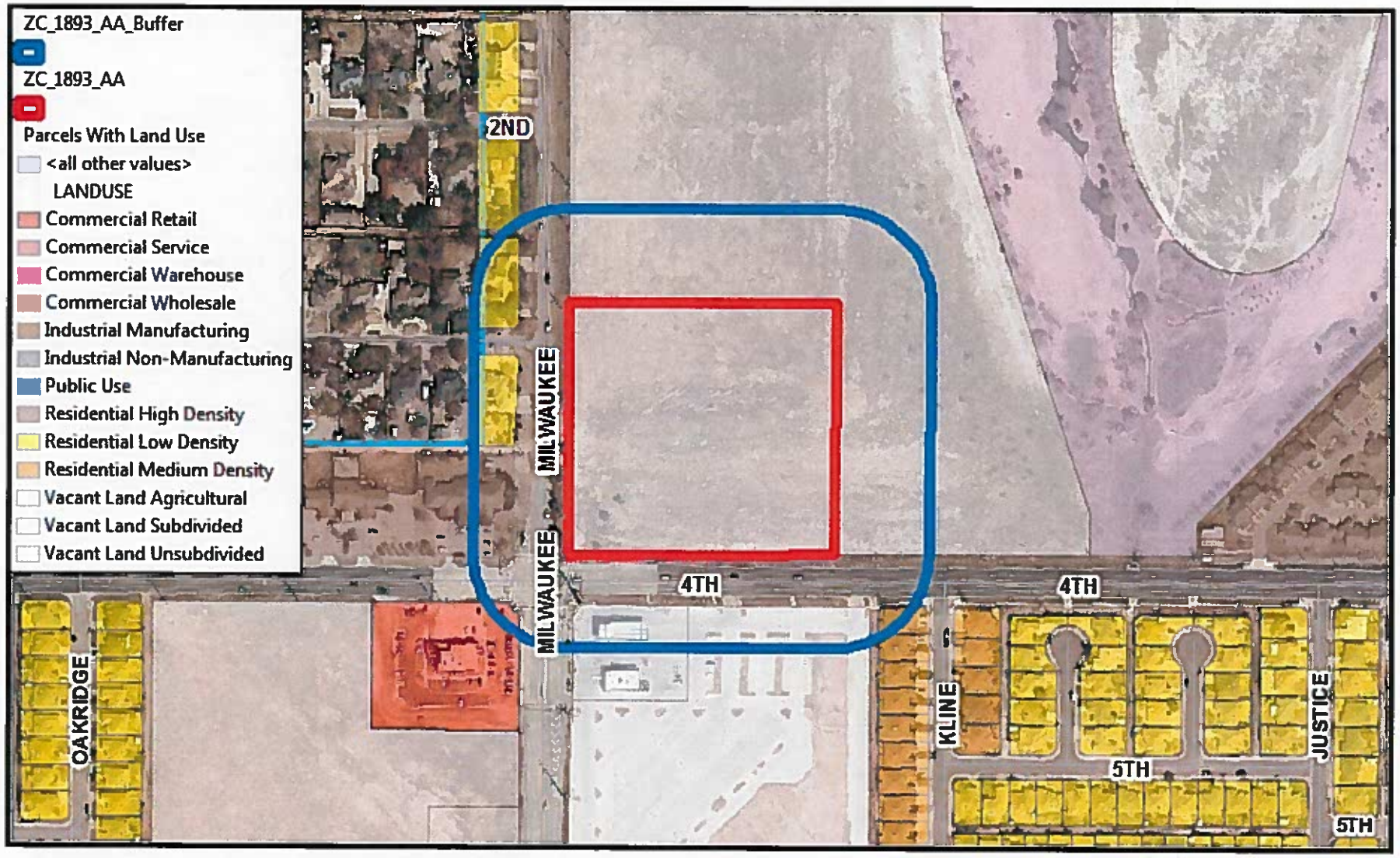
Clinton L. Kanak

*Clinton L. Kanak, R.P.L.S.*
*Registered Professional Land Surveyor, No. 4499*
*Date: July 13, 2016*
*G:\Jobs2016\16-0141\Lease Area.doc*

17500 FM 306 ◆ P. O. Box 1773 ◆Canyon Lake, Texas 78133 ◆ (830) 935-4011 ◆ Fax (830) 935-4012




# P.Z.C. Case 1893-AA




# P.Z.C. Case 1893-AA

**Request of Verizon Wireless (for Sorrele Partners IV LLC) for a zoning change from C-3 to C-3 Specific Use for a 120 feet telecommunications tower, 6424 4th Street**

# VINCENT GERARD AND ASSOCIATES, INC.

Mr. Andrew Paxton
Planning Director, City of Lubbock
1625 13th Street, Room 107
Lubbock Texas 79457

September 21, 2016

**RE: 421 N Ivory, Lubbock Texas, Proposed Verizon 120' monopole Specific Use Permit.**

Mr. Paxton:

We respectfully request a review and approval of a Specific Use Permit for Verizon Wireless. This site location will be used as a permanent facility for a 120' monopole on the vacant portion of a tract owned by Sorrele Partners IV LP, represented by Mr. Frank Sorrele. The zoning is C-3 General Retail and is located along existing Fourth Street, a minor arterial. The site is in the northeast corner of the vacant C-3 commercial tract. The distance from the center of the monopole and the residential used tracts to the west and east are 600' to the west and 900' to the east. The adjacent tract to the east is zoned A-1 apartments however it is currently vacant and undeveloped. The following information is being provided with the application and fee for this Specific Use Permit.

- Application,
- Aerial Location Map,
- Zoning site plan with aerial, surrounding land use, elevation and height of proposed facility,
- Owners authorization and agent authorization,
- RF data summary,
- Locations of closest Verizon sites, capacity problems and propagation maps of before and after coverages,
- Legal Description – Survey of the lease,
- Application fee $475.00.

The proposed site will meet or exceed the standard wind loads of the City of Lubbock and will have a wood screened security fencing in place before the site is operational. A metes and bounds survey for the wireless area has been prepared by a licensed RPLS and is attached for the legal description. The wireless site area is 50' x 50', located on the

northeast corner of the 8.27-acre tract and is consistent with the Fall zones and setbacks for new wireless monopoles based on 40.02.002(H) within the Lubbock Zoning Code. This site will also allow collocations of other carriers on the tower and within the site area. The reason for the Specific use is that the site is zoned "C-3" General Retail, a zone that does not allow a wireless structure without a specific use permit approval.
We will provide additional information for the public hearing process to explain the site selection and capacity issues surrounding this request for a new facility. If you have any questions please do not hesitate to call, thanks.

***Vincent G. Huebinger***
Vincent Gerard & Associates Inc.

# VINCENT GERARD AND ASSOCIATES, INC.

Mr. Dennis Carrizales
Subdivision & Planning
1625 13th Street, Room 107,
Lubbock Texas 79457

September 21, 2016

**RE: 6424 4th Street, Plat exception for Proposed Verizon 120' monopole, 8.27 Acre Parcel.**

Mr. Carrizales;

We respectfully request a final plat exception for Planning & Zoning Commission approval to the 8.27-acre tract owned by Sorrele Partners IV LP. The SUP hearing currently filed will follow this tract to Planning & Zoning Commission and hopefully approve a 0.0574-acre area of the overall tract for a lease with Verizon Wireless. In review of the platting exemptions based on state and city requirements, this plat exception is required for the building permit process. The site does not require ROW dedication, utilities other than telephone and electric and is a minimal departure from the code. Texas state regulations allow tracts greater than 5 acres this exemption from platting in most cases within cities in the Texas Local Government Code. The zoning site plan and survey of the 8.27-acre tract is attached. Let us know if you have any questions.

***Vincent G. Huebinger***
Vincent Gerard & Associates Inc.

Mr. Andrew Paxton, Director
Planning and Development
City of Lubbock Texas

Date
September 19, 2016

RE: Landowner Authorization letter, 6424 4th Street (legal or address), Lubbock Texas 79416

Mr. Paxton;

As record owner (s) of the tract described in the above legal description or address, we hereby authorize Verizon Wireless, along with Vincent Gerard & Associates, to file all appropriate zoning, site plans and permits on the specified tract listed above. This application is for a permanent wireless facility to be constructed on the above address. If you have any questions please feel free to call me.

Signature

SoRelle Partners IV, LLC.
Owners Printed Names

verizonwireless

5804 Tri County Parkway
Schertz, TX 78154

To Whom it may concern:

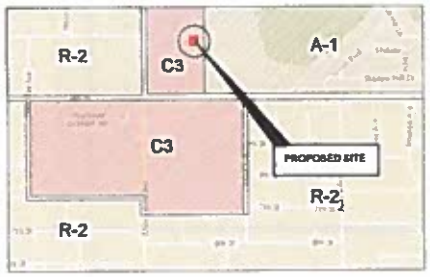
I, Tim Caletka (Principal Const. Engineer-Verizon Wireless) hereby authorize Vincent Gerard &Associates to file and pull all appropriate documents, permits and applications with respect to Verizon permits on our projects. Vincent Gerard & Associates is an authorized agent for Verizon Wireless.

Thank You,

Tim Caletka –Sr. Construction Engineer

# SPECIAL USE SITE PLAN

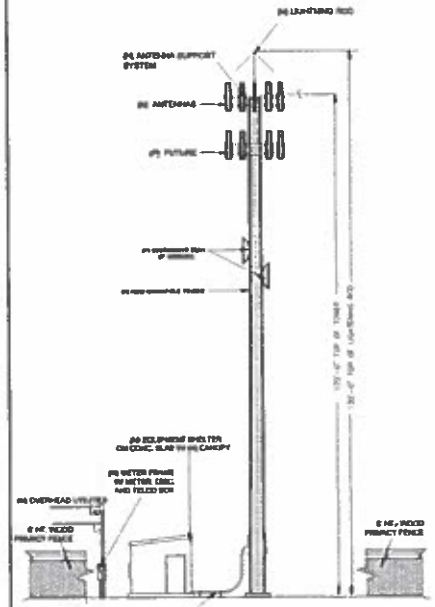
## ZONING MAP




LAND USE / ZONING DISTRICT LEGEND

- A-1 - Apartment - Duplex Residential Use
- R-2 - Single Family Residential Use - Townhouse -Duplex
- C-3 - Commercial /Retail Use

## TOWER - TYPICAL



NOTE.
1. TYPICAL LEASE AREA, ACTUAL EQUIPMENT LOCATIONS MAY VARY.

## SITE INFORMATION

JURISDICTION: CITY OF LUBBOCK, TEXAS 79416
TOM GREEN COUNTY
Latitude 33°36'37.777"N, Longitude – 101°85'48.444"W
OCCUPANCY: N/A (UNMANNED)

USE: TELECOMMUNICATIONS FACILITY
ZONING FILE NO.:

## CONTACT INFORMATION

VINCE HUEBINGER

VINCENT GERARD & ASSOCIATES
1715 S. CAPITAL OF TEXAS HWY

AUSTIN, TEXAS 78746
PHONE: (512) 328–2003
SUITE 207

## CARRIER INFORMATION

MNG., REAL ESTATE & REGULATORY
7 VILLAGE CIRCLE STE. 400

VERIZON WIRELESS
JAY BURRUS
WESTLAKE TX 76262
PHONE: (817) 961–4016
EMAIL: james.burrus@verizonwireless.com

## PROJECT TYPE

PROPOSED 120' MONOPOLE

## DATE

SEPTEMBER 19, 2018

## SITE ADDRESS

6424 4TH STREET
LUBBOCK, TX. 79416

## LEGAL DESCRIPTION

BLOCK JS, SECTION 2 ABSTRACT 756
ACRES 8.272
TRACT 3812

## SITE NAME:

TXLU SHADOWHILLS / VERIZON

## CONSULTANTS

VINCENT GERARD & ASSOCIATES
1715 S. CAPITAL OF TEXAS HWY
SUITE 207
AUSTIN, TEXAS 78746
PHONE: (512) 328–2003

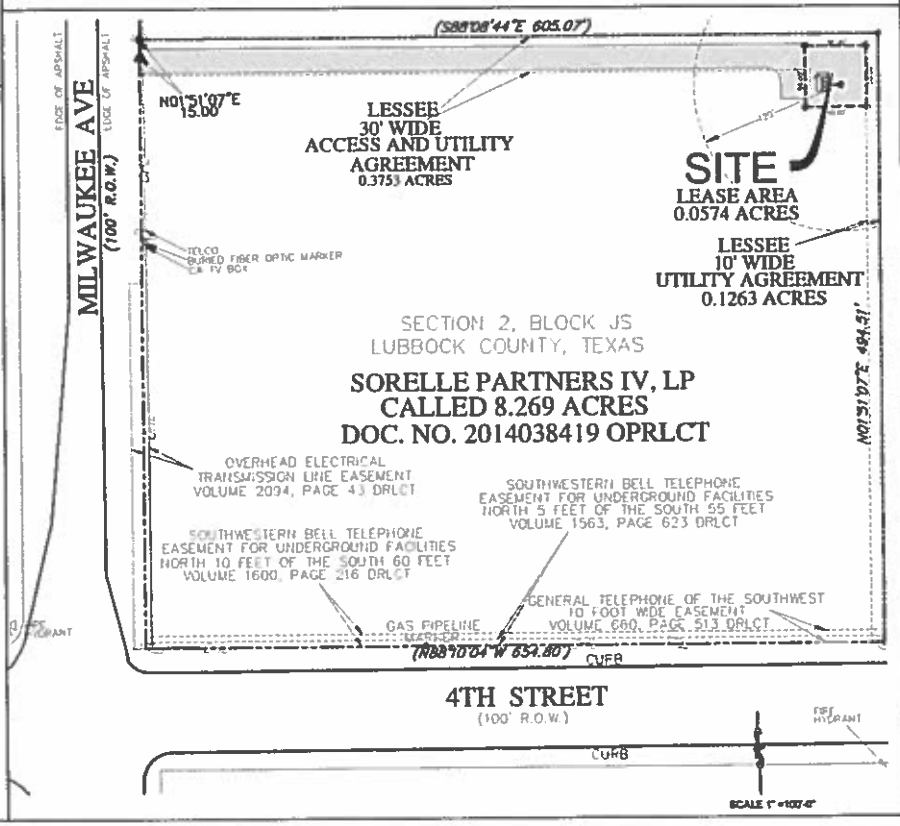
VINCE HUEBINGER

(NOT FOR CONSTRUCTION)
## ZONING SITE PLAN

ADVERTISING IS PROHIBITED ANYWHERE ON A WTF, WITH THE EXCEPTION OF THE MINIMUM SIGNAGE AS REQUIRED BY THE FEDERAL COMMUNICATIONS COMMISSION (FCC) REGULATIONS OR NECESSARY FOR THE OPERATIONS OF A WTF.

AN IDENTIFICATION SIGN FOR EACH SERVICE PROVIDER RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF A WTF AT THE SITE. NOT LARGER THAN TWO SQUARE FEET. SHALL BE POSTED AT A LOCATION FROM WHICH IT CAN BE EASILY READ FROM OUTSIDE THE PERIMETER OF THE WTF, AND SHALL PROVIDE THE NAME, ADDRESS, AND EMERGENCY NUMBER OF THE RESPONSIBLE SERVICE PROVIDER.

NOTE:
THIS SITE COMPLIES WITH ZONING CHAPTER 40.80.010 OF THE LUBBOCK MUNICIPAL CODE.

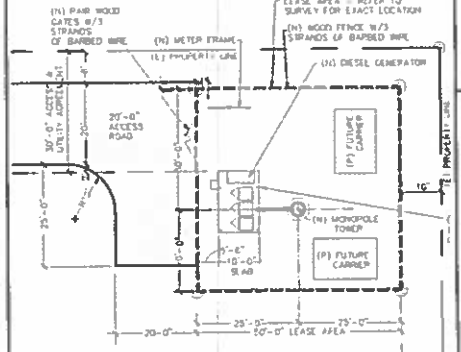



## VICINITY MAP

NOT TO SCALE

## AERIAL IMAGERY

## DETAIL SITE PLAN




NOTE:
SERVICE DRIVE TO BE CONSTRUCTED WITH 6" COMPACTED ROAD BASE MATERIAL FOR ALL WEATHER ACCESS.

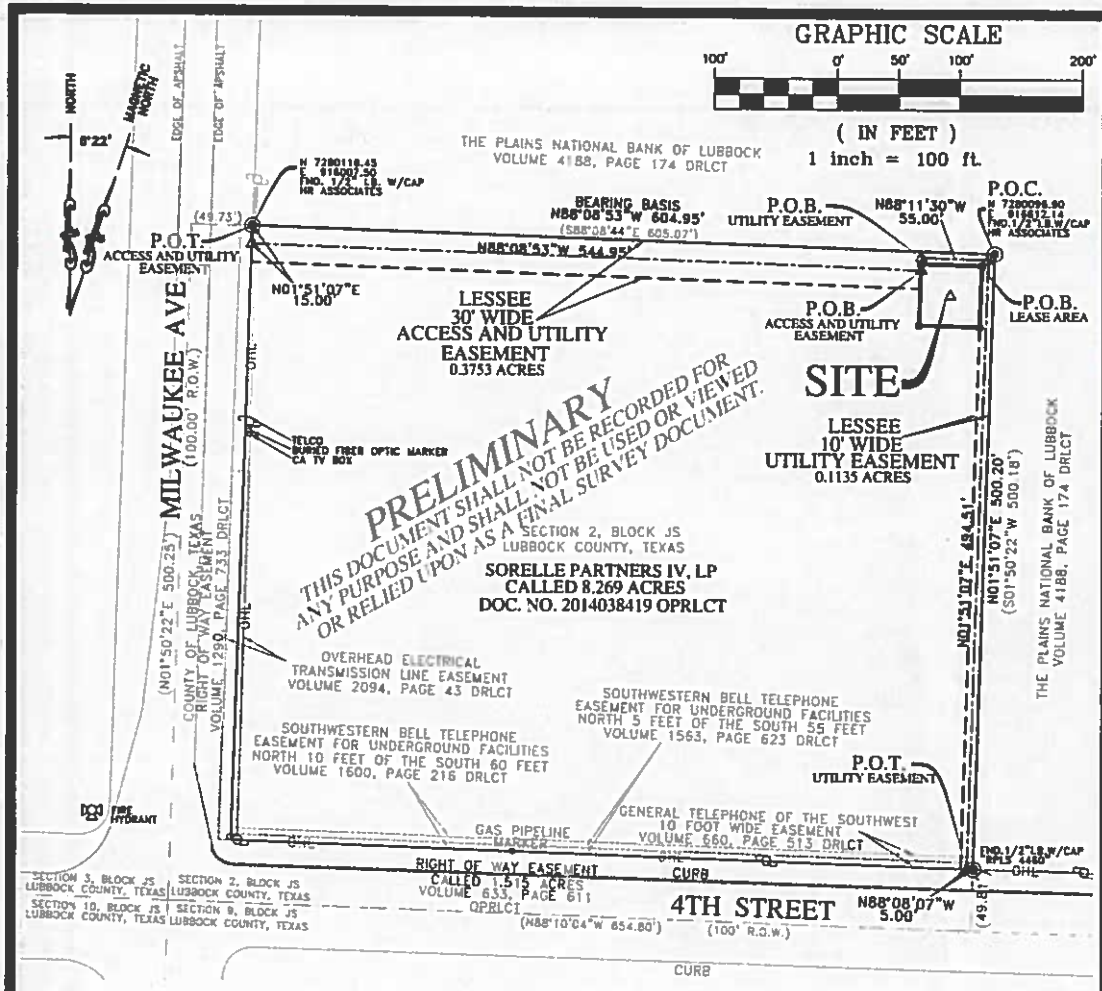
SCALE 1" = 30'-0"

verizonwireless

EXHIBIT
ZONING SITE PLAN
TXLU SHADOWHILLS
6424 4 STREET
LUBBOCK, TEXAS 79416


VINCENT GERARD & ASSOCIATES
LAND PLANNING & ZONING CONSULTANTS
1715 CAPITAL OF TEXAS HWY SOUTH, STE. 207
AUSTIN, TEXAS 78746
(512)328-2003 * vincent@sbcglobal.net


A:\Verizon\2014 to current\SHADOWHILLS\VERIZON - SHADOWHILLS 8-19-18 ZONING MAP EXHIBIT.dwg



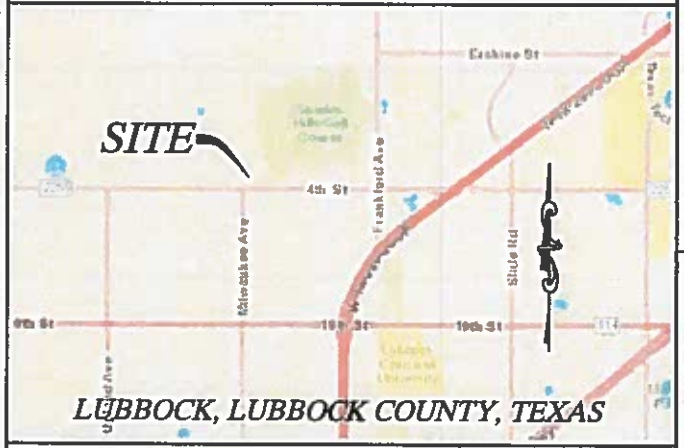

**SURVEY OF:**

**A 0.0574 OF AN ACRE LEASE AREA, A 30 FOOT WIDE ACCESS AND UTILITY EASEMENT AND A 10 FOOT WIDE UTILITY EASEMENT OUT OF A CALLED 8.269 ACRE TRACT OF LAND IN DEED TO SORELLE PARTNERS IV, LP RECORDED IN DOCUMENT NO. 20140038417 OFFICIAL PUBLIC RECORDS LUBBOCK COUNTY, TEXAS.**

SUBJECT TO:
1) EASEMENT TO SOUTHWESTERN ASSOCIATED TELEPHONE COMPANY VOLUME 257, PAGE 427 DEED RECORDS LUBBOCK COUNTY, TEXAS (DRLCT). (DOES NOT AFFECT LESSEE'S LEASE AREA, ACCESS AND UTILITY EASEMENT AND UTILITY EASEMENT (DNA))
2) CORRECTION EASEMENT TO SOUTHWESTERN ASSOCIATED TELEPHONE COMPANY VOLUME 258, PAGE 527 DRLCT. (DNA)
3) RIGHT OF WAY EASEMENT TO THE COUNTY OF LUBBOCK VOLUME 1914, PAGE 124 DRLCT. (DNA)

## VICINITY MAP

N.T.S.




## LEGEND

- ● = 1/2" IRON ROD FOUND UNLESS OTHERWISE NOTED
- ○ = SET 1/2" IRON ROD W/ "SOLIS-KANAK CAP"
- △ = FOUND IRON ROD W/ "SOLIS-KANAK" IRON CAP UNLESS OTHERWISE NOTED
- ▲ = SET IRON ROD W/"SOLIS-KANAK" IRON CAP UNLESS OTHERWISE NOTED
- ( ) = MEASURED BEARINGS & DISTANCES PER RECORD
- ⟨L⟩ = UTILITY POLE
- OHL = OVERHEAD LINE
- x = WIRE FENCE
- ▨ = ELEC. CONC. TRANSFORMER
- ⊕ = FIRE HYDRANT

## FLOOD ZONE

*This property described above appears on the Federal Emergency Management Agency Flood Insurance Rate Map: FIRM 48303C0280E, Effective date September 28, 2007. This property lies in Zone "X," areas determined to be outside the 0.2 % annual chance floodplain. No warranty expressed or implied is made regarding the accuracy of the National Flood Insurance Program Map.*

## PROJECT INFORMATION

| | |
|---|---|
| SITE NAME: | TXLU SHADOWHILLS |
| OWNER/LESSOR NAME: | SORELLE PARTNERS IV, LP |
| SITE ADDRESS: | 354 MILWAUKEE AVE |
| | LUBBOCK, TX 79416 |
| LATITUDE: | 33° 35' 37.39" N |
| LONGITUDE: | 101° 57' 18.40" W |
| GROUND ELEVATION: | 3271.3 AMSL |

| | | |
|---|---|---|
| LATITUDE NORTH : | 33° 35' 37.39" | 33° 35' 37.07" |
| LONGITUDE WEST : | 101° 57' 18.40" | 101° 57' 16.79" |
| SYSTEM : | GEODETIC | GEODETIC |
| DATUM TRANS : | NAD 1983 | NAD 1927 |
| ELLIPSOID : | GRS 1980 | CLARK 1866 |

NOTES:
1) ALL ELEVATIONS ARE MEAN SEA LEVEL. (NORTH AMERICAN VERTICAL DATUM OF 1988)
2) METES AND BOUNDS DESCRIPTION PREPARED THIS DATE.
3) THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF AN ABSTRACTOR'S CERTIFICATE BY PRECISE LAND RECORDS DATED JULY 26TH, 2016.
4) BEARINGS BASED ON TEXAS STATE PLANE COORDINATES CENTRAL ZONE (NAD 83).

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY TO VERIZON WIRELESS, ARCHCOMM, INC., AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS IN INTEREST THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.

*PRELIMINARY*
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

CLINTON L. KANAK, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4499

# TXLU SHADOWHILLS
LUBBOCK
LUBBOCK COUNTY, TX

ArchComm Design, Inc. Architects
1460 Lockhill-Selma, Suite 101
San Antonio, Texas 78213
(210)308-9905

Solis-Kanak & Associates, Inc.
Professional Surveyors
FIRM LICENSE NO. 10140000
17500 FM 306
CANYON LAKE, TX 78133
(830) 935-4011 FAX (830) 935-4012

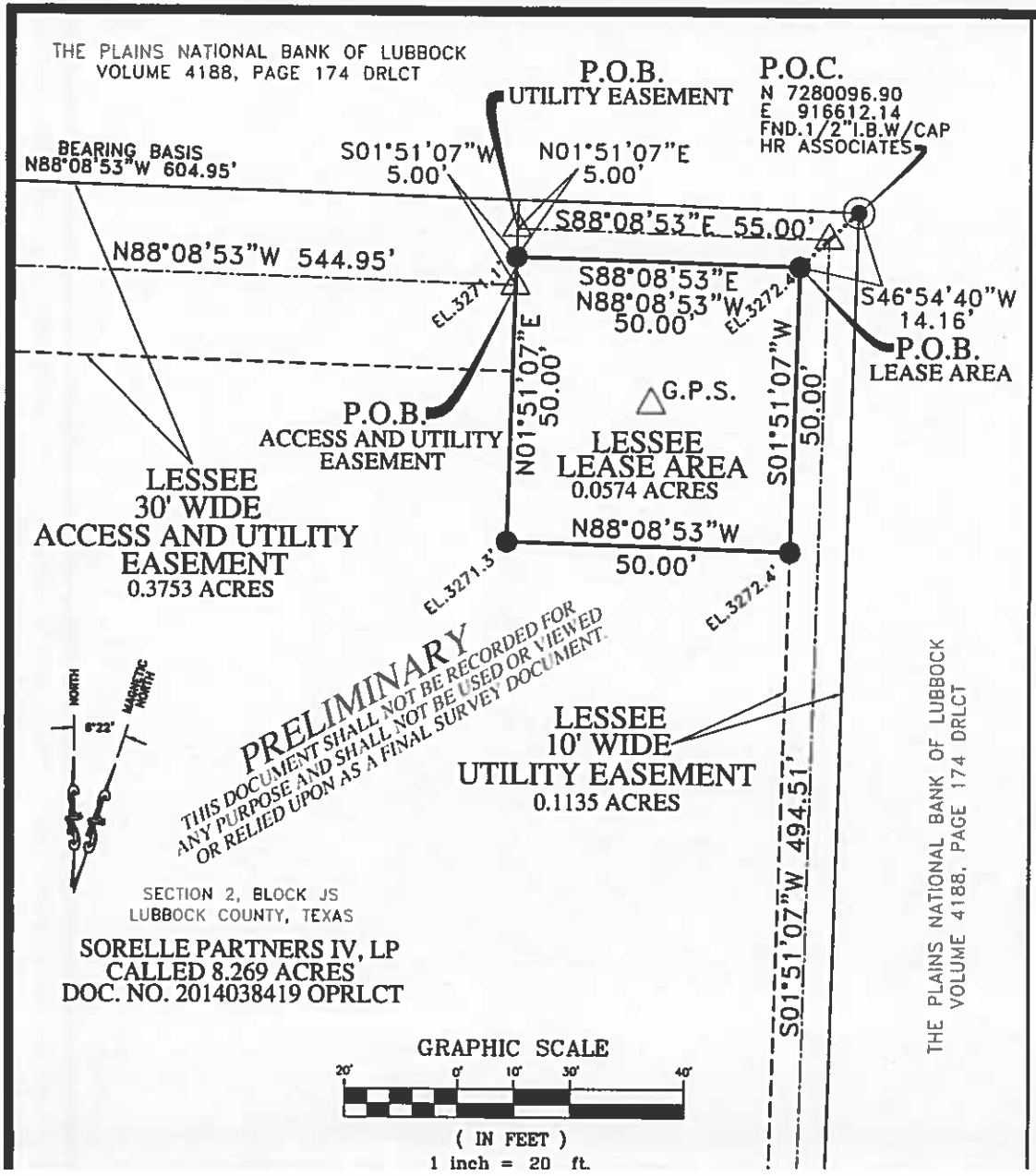
JOB NUMBER: 16-0141

DATE: 07-13-16
REV. 1:

PRELIMINARY:
DATE: 08-08-16
PURPOSE:
FOR REVIEW

DRAWN BY: M.B./M.H.
REVISED BY:

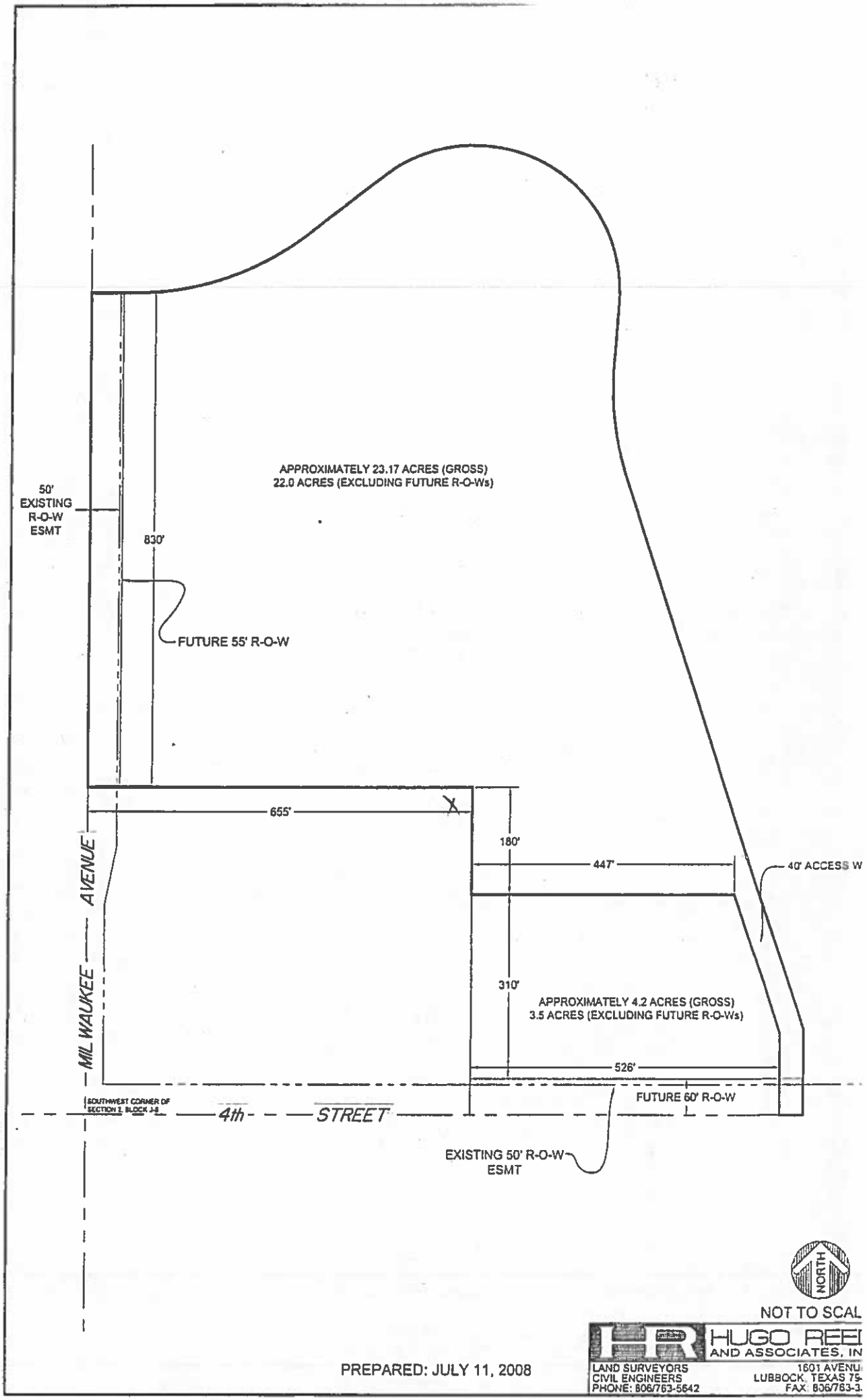
SHEET NO.
1 of 2




TXLU
SHADOWHILLS
LUBBOCK
LUBBOCK COUNTY, TX

Solis-Kanak & Associates, Inc.
Professional Surveyors
FIRM LICENSE NO. 10140200
17500 FM 306
CANYON LAKE, TX 78133
(830) 935-4011 FAX (830) 935-4012

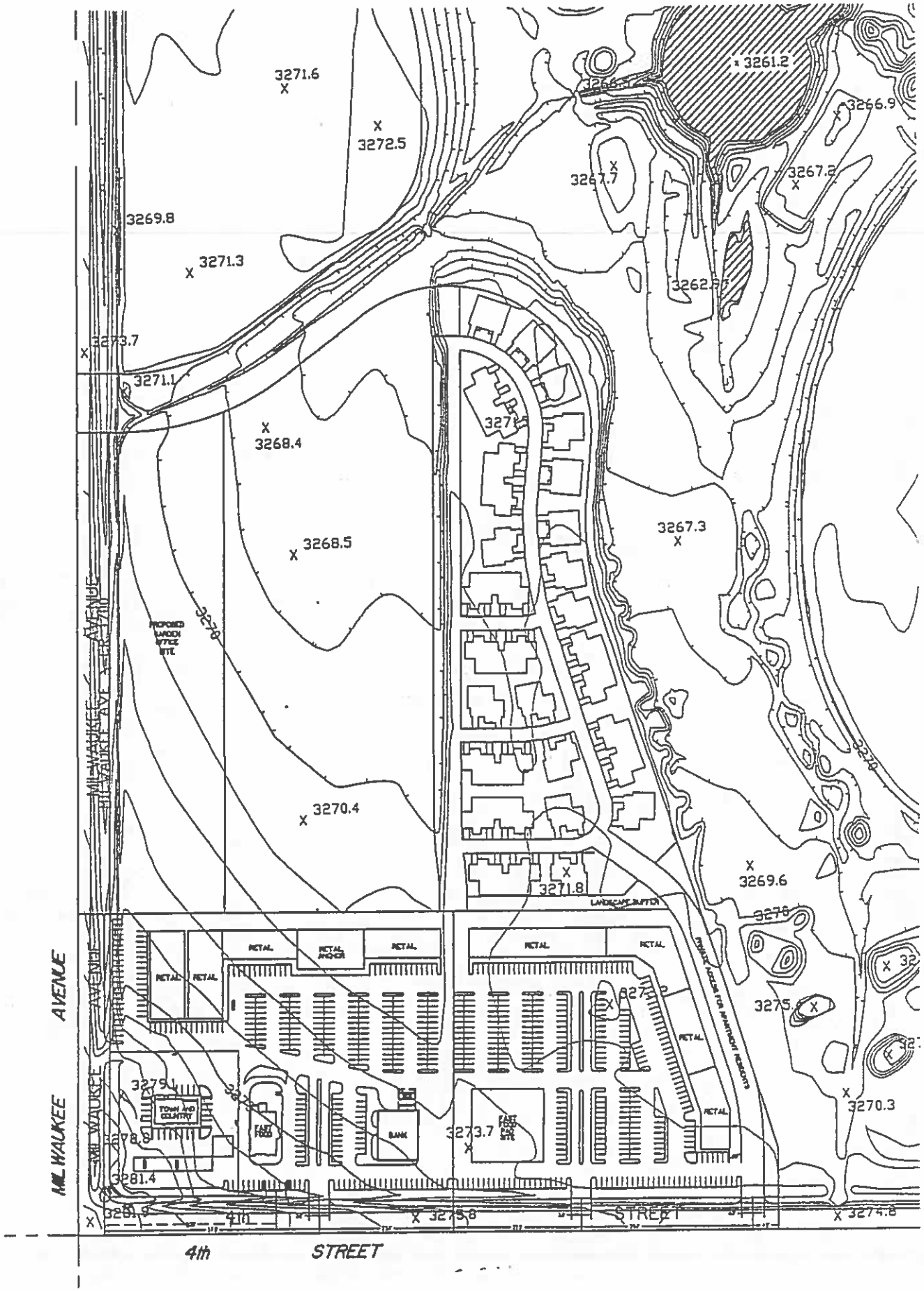
JOB NUMBER: 16-0141
DATE: 07-13-16
REV. 1:
PRELIMINARY:
DATE: 08-08-16
PURPOSE:
FOR REVIEW
DRAWN BY: M.B./M.H.
REVISED BY:
SHEET NO.
2 of 2

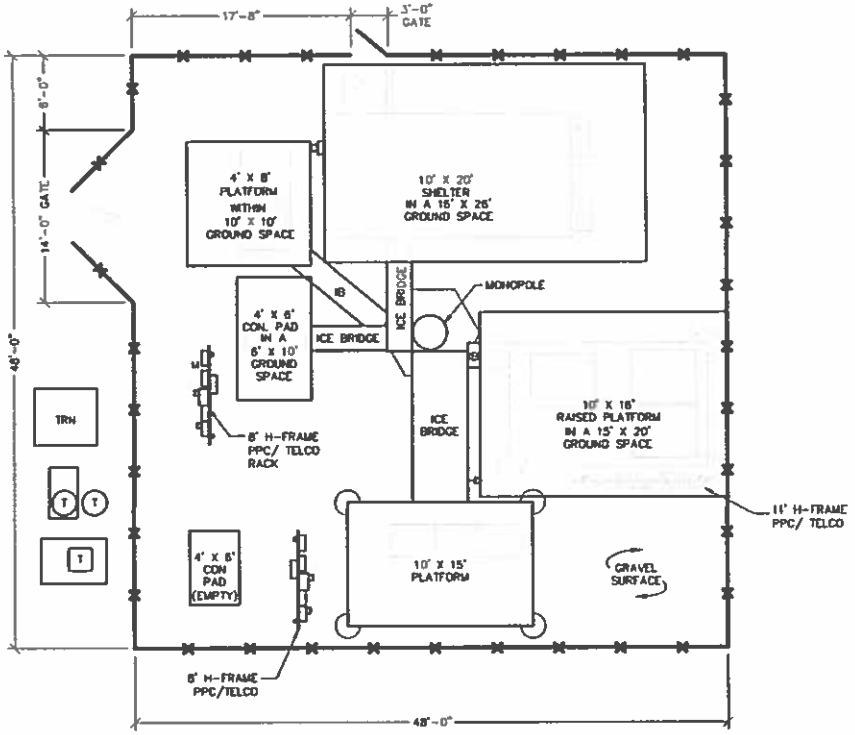



NOT TO SCAL

PREPARED: JULY 11, 2008

HUGO REE AND ASSOCIATES, IN
LAND SURVEYORS
CIVIL ENGINEERS
PHONE: 806/763-5642
1601 AVENU
LUBBOCK, TEXAS 79
FAX: 806/763-3


3271.6
3272.5
3261.2
3266.9
3267.7
3267.2
3269.8
3271.3
3273.7
3271.1
3268.4
3268.5
3267.3
3270.4
3269.6
3271.8
MILWAUKEE AVENUE
4th STREET
RETAIL
BANK
TOWN AND COUNTRY
FAST FOOD
PROPOSED LANDSCAPE BUFFER
PRIVATE ACCESS FOR APARTMENT RESIDENTS
3270.3
3275.8
3274.8
3281.4



GRAPHIC SCALE

10 0 5 10

( IN FEET )

1 UNIT = 10 FEET


AMERICAN TOWER®

SITE DESIGN

400 REGENCY FOREST DRIVE

CARY, NORTH CAROLINA 27518

PHONE: (919) 468-0112

FAX: (919) 468-8043

NYSE AMT



THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OF SERVICE, ARE THE EXCLUSIVE PROPERTY OF AMERICAN TOWER CORPORATION AND THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY ARE PREPARED. REUSE, REPRODUCTION OR PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, IS PROHIBITED EXCEPT BY WRITTEN PERMISSION FROM AMERICAN TOWER CORPORATION TITLE TO THESE PLANS AND/OR SPECIFICATIONS SHALL REMAIN WITH AMERICAN TOWER CORPORATION WITHOUT PREJUDICE AND VISUAL CONTACT WITH THEM SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.


| REV. | DESCRIPTION |
|---|---|
| 1 | |

SITE NUMBER:

75615

SITE NAME:

SOUTH PLAINS

TEXAS

| | |
|---|---|
| DRAWN BY: | M WHITE |
| DATE DRAWN: | 04/04/12 |
| CUSTOMER: | |
| COLLOCATION NO: | |

LEGEND

| | |
|---|---|
| ● | GROUNDING TEST WELL |
| A/C | AIR CONDITIONING UNIT |
| B | BOLLARD |
| C | CABINET |
| CFC | FIBER OPTIC CABINET |
| E | ELECTRICAL SERVICE DISC. |
| GEN | GENERATOR |
| G | GENERATOR RECEPTACLE |
| IB | ICE BRIDGE |
| M | METER RACK |
| PB | PULL BOX |
| PP | POWER POLE |
| T | TELEPHONE HOOK-UP |
| TD | TELEPHONE DEMARK |
| TRN | TRANSFORMER |
| W | WATER VALVE |

DIMENSIONS NOT VERIFIED BY LICENSED SURVEYOR

SHEET TITLE:

SITE PLAN LAYOUT

| SHEET NUMBER: | REV. # |
|---|---|
| SP-1 | 0 |

**SOLIS-KANAK & ASSOCIATES, INC.**
PROFESSIONAL LAND SURVEYORS
Firm License No. 10140200

**Lessee**
**Lease Area**
**TXLU Shadowhills**

*Field notes for a 0.0574 of an acre lease area out of a called 8.269 acre tract of land in deed to Sorelle Partners IV, LP recorded in Document No. 2014038419 Official Public Records Lubbock County, Texas (OPRLCT), situated in Section 2, Block JS, Lubbock County, Texas, and being more particularly described by metes and bounds as follows with all bearings being based on Texas State Plane Coordinates North Central Zone (NAD 83);*

***Commencing:*** *at a found ½" iron bar (N 7280096.90, E 916612.14) with cap (HR Associates) marking the northeast corner of said 8.269 acre tract and an interior corner of the Plains National Bank of Lubbock tract of land recorded in Volume 4188, Page 174 OPRLCT, being S 88° 08' 53" E (Bearing Basis), 604.95 feet (called S 88° 08' 44" E, 605.07 feet), from a found ½" iron bar (N 7280116.45, E 916007.50) with cap (HR Associates) lying on the north line of said 8.269 acre tract, the east line of Milwaukee Avenue (100' ROW, Volume 1290, Page 733 Deed Records Lubbock County, Texas (DRLCT)) and marking the upper southwest corner of said Plains National Bank Tract, and a found ½" iron bar with cap (RPLS 4460) lying on the east line of said 8.269 acre tract, the north line of 4th Street (100' ROW, Volume 633, Page 611 DRLCT), marking the lower southwest corner of said Plains National Bank tract bears S 01° 51' 07" W, 500.20 feet (called S 01° 50' 22" W, 500.18 feet);*

***Thence:*** *S 46° 54' 40" W, 14.16 feet, into said 8.269 acre tract, to a set ½" iron bar with cap (Solis-Kanak) for the northeast corner and the* ***Place of Beginning*** *of the herein described lease area;*

***Thence:*** *S 01° 51' 07" W, 50.00 feet, along the east line of the herein described lease area, to a set ½" iron bar with cap (Solis-Kanak) for the southeast corner of the herein described lease area;*

***Thence:*** *N 88° 08' 53" W, 50.00 feet, along the south line of the herein described lease area, to a set ½" iron bar with cap (Solis-Kanak) for the southwest corner of the herein described lease area;*

***Thence:*** *N 01° 51' 07" E, 50.00 feet, along the west line of the herein described lease area, to a set ½" iron bar with cap (Solis-Kanak) for the northwest corner of the herein described lease area;*

***Thence:*** *S 88° 08' 53" E, 50.00 feet, along the north line of the herein described lease area, to the* ***Place of Beginning*** *and containing 0.0574 of an acre of lease area more or less.*

Clinton L. Kanak

*Clinton L. Kanak, R.P.L.S.*
*Registered Professional Land Surveyor, No. 4499*
*Date: July 13, 2016*
*G:\Jobs2016\16-0141\Lease Area.doc*

17500 FM 306 ◆ P. O. Box 1773 ◆Canyon Lake, Texas 78133 ◆ (830) 935-4011 ◆ Fax (830) 935-4012

**SOLIS-KANAK & ASSOCIATES, INC.**
PROFESSIONAL LAND SURVEYORS
Firm License No. 10140200

**Lessee**
**Lease Area**
**TXLU Shadowhills**

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***Commencing:*** *at a found ½" iron bar (N 7280096.90, E 916612.14) with cap (HR Associates) marking the northeast corner of said 8.269 acre tract and an interior corner of the Plains National Bank of Lubbock tract of land recorded in Volume 4188, Page 174 OPRLCT, being S 88° 08' 53" E (Bearing Basis), 604.95 feet (called S 88° 08' 44" E, 605.07 feet), from a found ½" iron bar (N 7280116.45, E 916007.50) with cap (HR Associates) lying on the north line of said 8.269 acre tract, the east line of Milwaukee Avenue (100' ROW, Volume 1290, Page 733 Deed Records Lubbock County, Texas (DRLCT)) and marking the upper southwest corner of said Plains National Bank Tract, and a found ½" iron bar with cap (RPLS 4460) lying on the east line of said 8.269 acre tract, the north line of 4th Street (100' ROW, Volume 633, Page 611 DRLCT), marking the lower southwest corner of said Plains National Bank tract bears S 01° 51' 07" W, 500.20 feet (called S 01° 50' 22" W, 500.18 feet);*

***Thence:*** *S 46° 54' 40" W, 14.16 feet, into said 8.269 acre tract, to a set ½" iron bar with cap (Solis-Kanak) for the northeast corner and the* ***Place of Beginning*** *of the herein described lease area;*

***Thence:*** *S 01° 51' 07" W, 50.00 feet, along the east line of the herein described lease area, to a set ½" iron bar with cap (Solis-Kanak) for the southeast corner of the herein described lease area;*

***Thence:*** *N 88° 08' 53" W, 50.00 feet, along the south line of the herein described lease area, to a set ½" iron bar with cap (Solis-Kanak) for the southwest corner of the herein described lease area;*

***Thence:*** *N 01° 51' 07" E, 50.00 feet, along the west line of the herein described lease area, to a set ½" iron bar with cap (Solis-Kanak) for the northwest corner of the herein described lease area;*

***Thence:*** *S 88° 08' 53" E, 50.00 feet, along the north line of the herein described lease area, to the* ***Place of Beginning*** *and containing 0.0574 of an acre of lease area more or less.*

*Clinton L. Kanak, R.P.L.S.*
*Registered Professional Land Surveyor, No. 4499*
*Date: July 13, 2016*
*G:\Jobs2016\16-0141\Lease Area.doc*

17500 FM 306 ◆ P. O. Box 1773 ◆Canyon Lake, Texas 78133 ◆ (830) 935-4011 ◆ Fax (830) 935-4012

# VINCENT GERARD AND ASSOCIATES, INC.

**SUMMARY OF ALTERNATIVE CANDIDATE REVIEW**

**RE: 6424 4th Street, Proposed Verizon 120' monopole, 8.27 Acre Parcel.**

Candidate-American Tower Corporation (ATC); South Plains Site. 0.96 miles East

1) RF Denied: The Verizon Radio Frequency (RF) Engineers have determined that this site was too close to the existing Verizon Brentwood site and does not have the available height for Verizon antenna to substantially eliminate the Capacity problems occurring at their Verizon Carlisle Site. The proposed proximity of Verizon Shadowhills is equally distant to alleviate both Brentwood and Carlisle sites overloading problems.

2) Site area and Space available: The site is surrounded by fully developed commercial projects, located in the rear of a commercial center adjacent to a self-storage facility. There was not adequate space available on the ground for Verizon's Equipment area and backup generator without expansion. Cost of additional site area and expansion would have to be funded by Verizon and was considered a difficult leasing option. Expansion could also be limited by Fire access, structures and existing parking area access.

3) Cost of Structural Improvements to the ATC Facility: Cost were not determined but structural modifications were likely to exceed economically feasible alternatives and were expected to the facility due to upgrade the existing capacity required by local and state windloads. The assumption is based on the 3-4 existing antenna/carriers on the monopole structure. This would also be an additional cost funded by Verizon.

4) Summary, due to the Radio Frequency engineering study, the existing location, available height, limited ground space and potential structural upgrades, this site could not be considered an available candidate.

5) Other Candidates: No other viable candidates were located within the search ring for Verizon Shadowhills.

# Wireless Networks and Your Health: THE FACTS

## FACTS

- Wireless devices and facilities must adhere to radio frequency ("RF") emission guidelines established and enforced by the Federal Communications Commission ("FCC").

  *See FCC, Second Memorandum Opinion and Order and Notice of Proposed Rulemaking, 12 FCC Rcd 13494*

- Under federal law, state and local governments may not regulate the placement, construction, and modification of wireless facilities on the basis of environmental effects of RF emissions if the facilities comply with FCC regulations governing RF emissions.

  *47 U.S.C. § 332(c)(7)(B)(iv)*

- RF emissions from wireless facilities generally are significantly lower than permitted. According to recent studies, "RF exposures from base stations range from 0.002% to 2% of the levels of international exposure guidelines."

  *World Health Organization, Electromagnetic Fields and Public Health, http://www.who.int/mediacentre/factsheets/fs304/en/*

- There is no credible scientific evidence that RF emissions from wireless base stations and wireless networks have adverse health or environmental effects.

## CONCLUSIONS

- The World Health Organization has conducted a review of all available studies and concluded that "there is no convincing scientific evidence that the weak RF signals from base stations and wireless networks cause adverse health effects."

  *World Health Organization, Electromagnetic Fields and Public Health, http://www.who.int/mediacentre/factsheets/fs304/en/*

- The U.S. Food and Drug Administration has determined that based on all available evidence, there is "no increased health risk due to radio-frequency (RF) energy."

  *U.S. Food and Drug Administration, Consumer Updates: No Evidence Linking Cell Phone Use to Risk of Brain Tumors, http://www.fda.gov/ForConsumers/ConsumerUpdates/ucm212273.htm*

- The National Cancer Institute has concluded that despite the rise in cell phone use, brain cancer rates did not increase between 1987 and 2005.

  *U.S. Food and Drug Administration, Consumer Updates: No Evidence Linking Cell Phone Use to Risk of Brain Tumors, http://www.fda.gov/ForConsumers/ConsumerUpdates/ucm212273.htm*

- The FCC has concluded that "[t]here is no scientific evidence to date that proves that wireless phone usage can lead to cancer or a variety of other health effects, including headaches, dizziness or memory loss."

  *FCC, Office of Engineering and Technology, RF Safety FAQs, http://www.fcc.gov/oet/rfsafety/rf-faqs.html#Q6*

**RFquestions@pcia.com**
**www.pcia.com**

PCIA
The Wireless Infrastructure Association

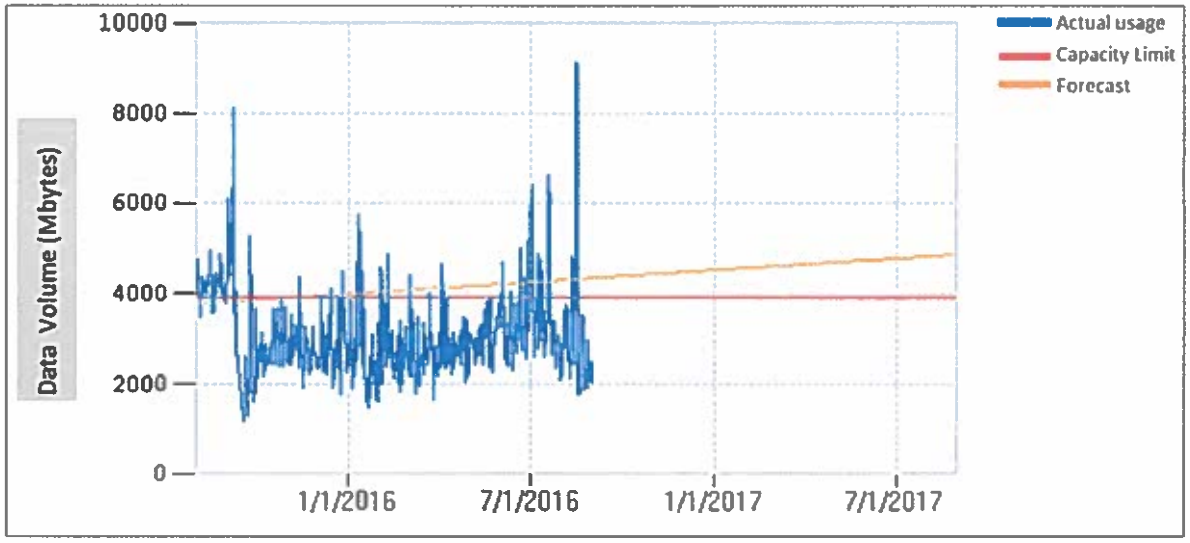
Verizon Shadow Hills
Existing Sites
Legend
Venzon Carlisle
Verizon Carlislen
TXLU Shadow Hills
Verizon Brentwood
Verizon Carlisle
1700
1500
1600
179
2255
289
14
Google earth
N

Shadow Hills
0.96 miles
2255
4th St
5th St
6th St
7th St
Frankfort Ave
Kirby Ave
Justice Ave
Avenue N
Hyden Ave
Avenue M
Iola Ave
9th Dr
10th Dr
© 2016 Google
Google earth
1996
33°35'36.86" N 101°56'48.96" W elev 3285 ft eye alt 7618 ft

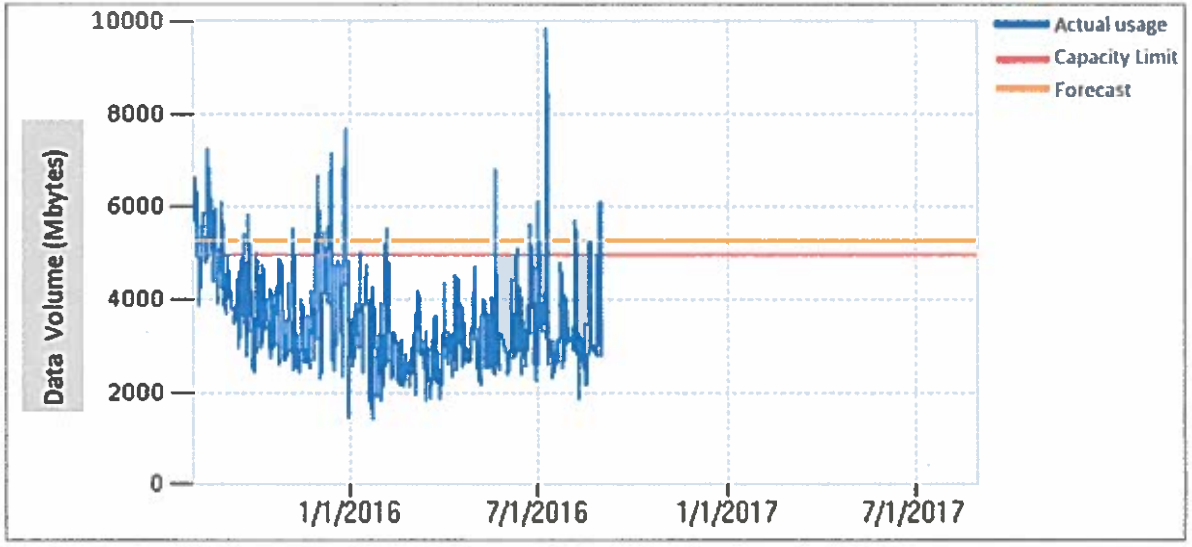
ne height at 90' and structural upgrades required.
ATC Tower

TXLU-CARLISLEN
TXLU-BRENTWOOD
TXLU-CARLISLE
LTE RSRP
7CL1
Clr: RSRP (dBm)
>= -75
>= -85
>= -95
>= -104

## TXLU-BRENTWOOD




## TXLU-CARLISLE



Verizon Shadow Hills
ATC Tower
Legend
Verizon Carlisle
Verizon Carlisle
TXLU Shadow Hills
ATC Tower
Verizon Brentwood
Verizon Carlisle
Google earth
6800
34th St
289
114
62
2255
1600
1700
2000

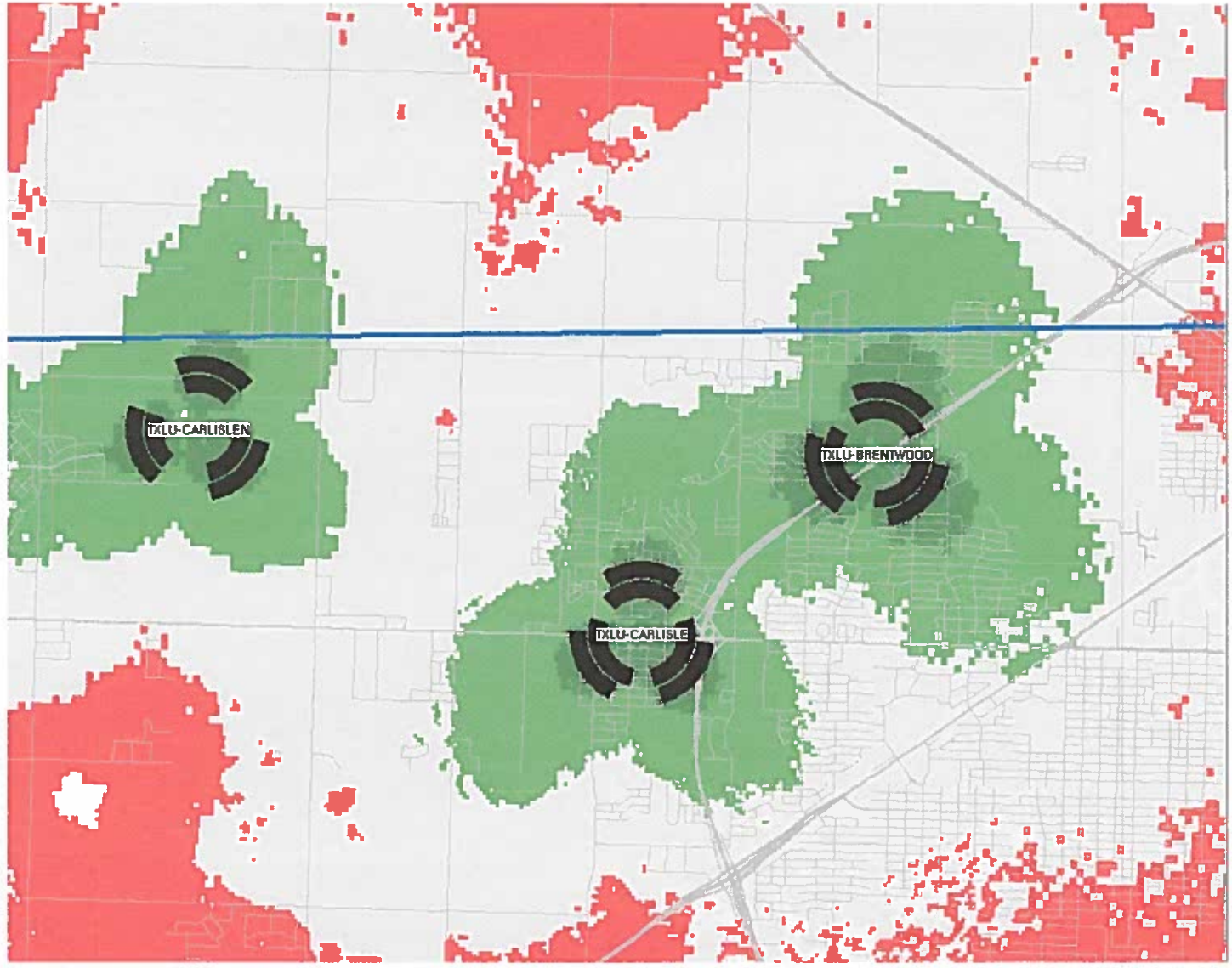
# TXLU Shadow Hills Cell Site Capacity Needs

**September 23, 2016**

verizon

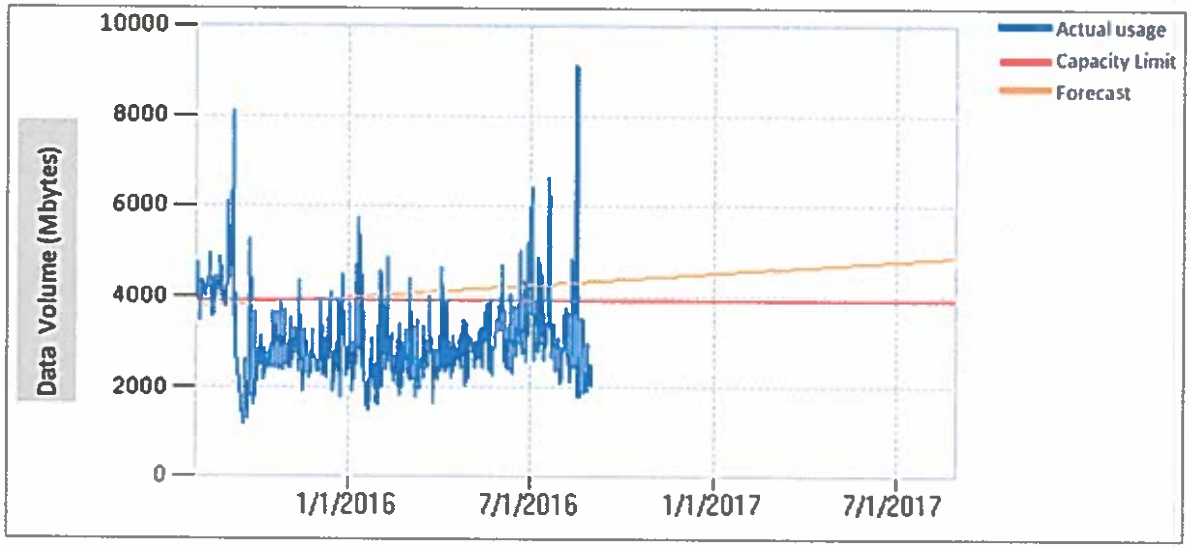
Confidential and proprietary materials for authorized Verizon personnel and outside agencies only.
Use, disclosure or distribution of this material is not permitted to any unauthorized persons or third parties except by written agreement.

# 700(LTE) propagation without TXLU-SHADOWHILLS

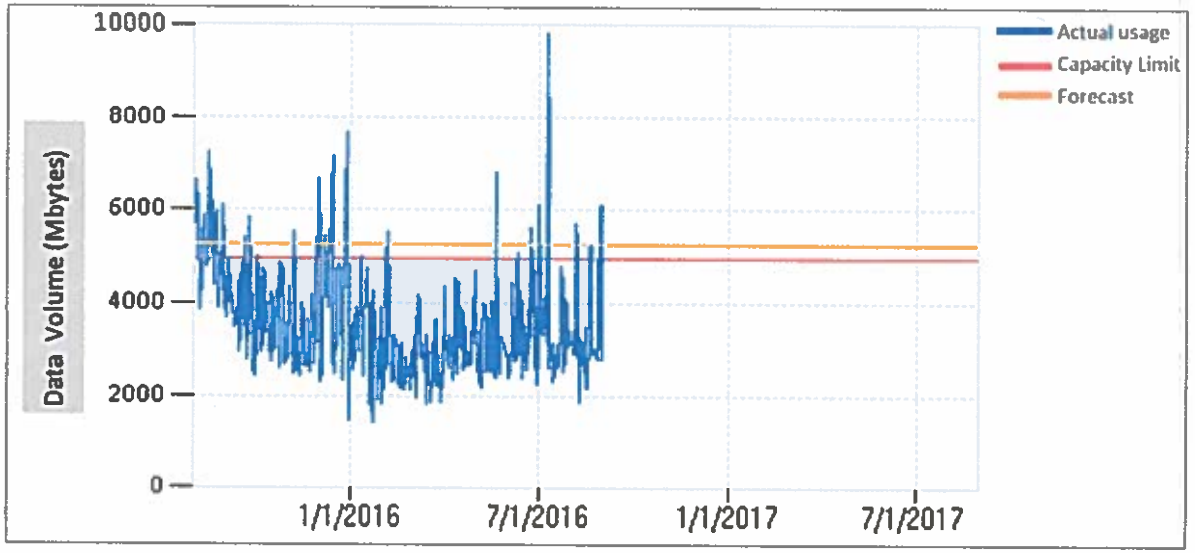


# 700(LTE) propagation with TXLU-SHADOWHILLS

## TXLU-BRENTWOOD




## TXLU-CARLISLE



# APPLICATION FOR ZONE CHANGE

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

**Applicant** (Please Print) Verizon Wireless C/O Vincent Gerard & Assoc. **For** Sorrele Partners IV LLC c/o Frank Sorrele

1715 Capital Texas Hwy, Suite 207
Street/Post Office Box

Austin Texas 78746
City State Zip

(512) 328-2693 (o) 512 423-0853 (m)
Telephone

8002 Wayne Avenue
Street/Post Office Box

Lubbock Texas 79416
City State Zip

( )
Telephone

**Location or Address:** 6424 4th Street Lubbock Texas 79416

**Legal Description:*** Block JS, Section 2, Abstract 756, 8.27 Acres

**Existing Land Use:** Vacant **Existing Zoning:** C-3 General Retail

**Acreage or Square Footage of Property:** 0.0574 ac. 2,500 sq ft out of 8.27 Acres

**Zoning Requested:** Specific Use Permit to allow a Wireless Communication facility within the C-3 zoning district for a 120' monopole. (130' top of antenna)

**Proposed Development:** Permit and construct a 120' monopole within a 2,500 square foot lease area in C-3 General Retail Zoning for Verizon Wireless new communications facility. Subject site complies with Code

**If property is not subdivided, will preliminary plat be submitted?** Yes ____ No No

Vincent G. Huebinger
Applicant's Signature

Digitally signed by Vincent G. Huebinger
DN: cn=Vincent G. Huebinger, o=Vincent Gerard & Associates Inc, ou, email=vinceh@flash.net, c=US
Date: 2016.09.20 15:30:46 -05'00'

9/12/16
Date

Agent for Verizon Wireless & Sorrele Partners

**Filing Fee:**
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

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

---

## For City Use Only

PIN: 1912 map 24

**Zone Case No.:** 1893-A A **Agenda No.:** ____

**Request for zoning change from:** C-3 **To:** C-3 SP UP

on Lot(s): ~~—~~ **Block(s):** ~~—~~

**Subdivision:** ~~—~~ **Address:** 6424 4th St

FE

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.: ***1893-AA***

*In Favor of* ___

*Opposed* X

**Reasons and/or Comments:**
Negative influence on future use and market value of our adjoining property.

Print Name Jimmy GODDARD

Signature: Jimmy Goddard

Address: 4401-100th Street

Address of Property Owned: 6210-4th Street

6 of 10

RECEIVED
OCT 2 REC'D
PLANNING DEPARTMENT

Zone Case Number: **1893-AA** 1911
MILWAUKEE FOUR NORTH SOUTH
% SCOTT MACKENZIE

LUBBOCK TX 79423-1136

**Regular City Council Meeting** **6. 3.**

**Meeting Date:** 12/01/2016

## Information

### Agenda Item

**Public Hearing 5:30 p.m. – Planning**: Consider a request for Zone Case 3297, a request of AMD Engineering, LLC, for Lubbock Land Company, for a zoning change from T to C-3 on 10.385 acres of unplatted land out of Block E-2, Section 22, south of 122nd Street and west of Indiana Avenue, and consider an ordinance.

### Item Summary

General comments:
The request is for a zone change from T to C-3 on 10 acres of land along Indiana Avenue, south of 122nd Street.

Adjacent land uses:
North - Vacant land, zoned C-3
South - Vacant land, zoned C-3
East - Vacant and single family homes, zoned IHC and T
West - Vvacant land, zoned T

Comprehensive Land Use Plan (CLUP):
The request is not consistent with the CLUP, as this property is designated for low-density residential and the request would be allowing additional commercial zoning beyond the 10 acres permitted at the corners of the intersections of major thoroughfares. The request is more than 660 feet from the intersection; this proposal would be considered strip commercial along Indiana Avenue.

Zoning Policy:
The request is not consistent with zoning policies, as this property would become strip commercial along Indiana Avenue. Additionally, due to the location of the request being more than 660 feet from the intersection and outside of the recommended maximum of 10 acres per corner, the request fails to comply with the CLUP.

Effect on the adjacent street and thoroughfare system:
By allowing additional strip commercial zoning outside of the 660 feet that is recommended by the CLUP, traffic along Indiana Avenue will likely increase and could potentially cause congestion issues.

Recommendations:
Based on the fact that the request does not meet the CLUP, it is not consistent with zoning polices, and the potential negative impacts on traffic, staff recommended denial of the request.

On November 1, 2016, the Planning and Zoning Commission recommended the request with a unanimous vote, with the following conditions:
1. That a proposed site plan and building elevations shall be reviewed by the Planning Commission prior to the issuance of a construction permit.
2. That each parcel or group of parcels between streets as illustrated on the preliminary plat for Hutton Place be limited to one curb cut on Indiana Avenue.

**Fiscal Impact**

None.

**Staff/Board Recommending**

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

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**Attachments**

Ordinance - 3297

Map - Zone Case 3297

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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. 3297;** A ZONING CHANGE FROM **T** TO **C-3** ZONING DISTRICT ON **10.385 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 22,** LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

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

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

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

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

**ZONE CASE NO. 3297**

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **C-3** zoning district on **10.385 acres**

**of unplatted land out of Block E-2, Section 22,** City of Lubbock, Lubbock County, Texas located at **South of 122nd Street and West of Indiana Avenue,** subject to conditions, and being further described as follows:

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

**SUBJECT TO THE FOLLOWING CONDITIONS:**

1. **THAT a proposed site plan and building elevations shall be reviewed by the Planning Commission prior to the issuance of a construction permit.**

2. **THAT each parcel or group of parcels between streets as illustrated on the preliminary plat for Hutton Place be limited to one curb cut on Indiana Avenue.**

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 _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC3297
November 1, 2016

## Rezone to C-3

METES AND BOUNDS DESCRIPTION of a 2.612 acre tract of land located in Section 22, Block E-2, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point for the Southeast and beginning corner of this tract whence the Southeast corner of Section 22, Block E-2 bears S88°16'35"E, approximately a distance of 365.0 feet and S01°47'47"W, approximately a distance of 689.7 feet;

THENCE N88°16'35"W, approximately a distance of 456.4 feet for the Southwest corner of this tract;

THENCE N01°43'25"E, approximately a distance of 249.3 feet to a point for the Northwest corner of this tract;

THENCE S88°16'35"E, approximately a distance of 456.7 feet to a point for the Northeast corner of this tract;

THENCE S01°47'47"W, approximately a distance of 249.3 feet to the Point of Beginning and containing approximately 2.612 acres, including any Right of Way.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for: Lubbock Land Company
September 30, 2016

## Rezone to C-3

METES AND BOUNDS DESCRIPTION of a 7.773 acre tract of land located in Section 22, Block E-2, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point for the Southeast and beginning corner of this tract whence the Southeast corner of Section 22, Block E-2 bears S88°16'35"E, approximately a distance of 55.0 feet and S01°47'47"W, approximately a distance of 1289.7 feet;

THENCE N88°16'35"W, approximately a distance of 260.0 feet to a point for the Southwest corner of this tract;

THENCE N01°47'47"E, approximately a distance of 1306.6 feet to a point for the Northwest corner of this tract;

THENCE S88°12'16"E, approximately a distance of 10.1 feet to a point for a corner of this tract;

THENCE S86°10'33"E, approximately a distance of 150.2 feet to a point for a corner of this tract;

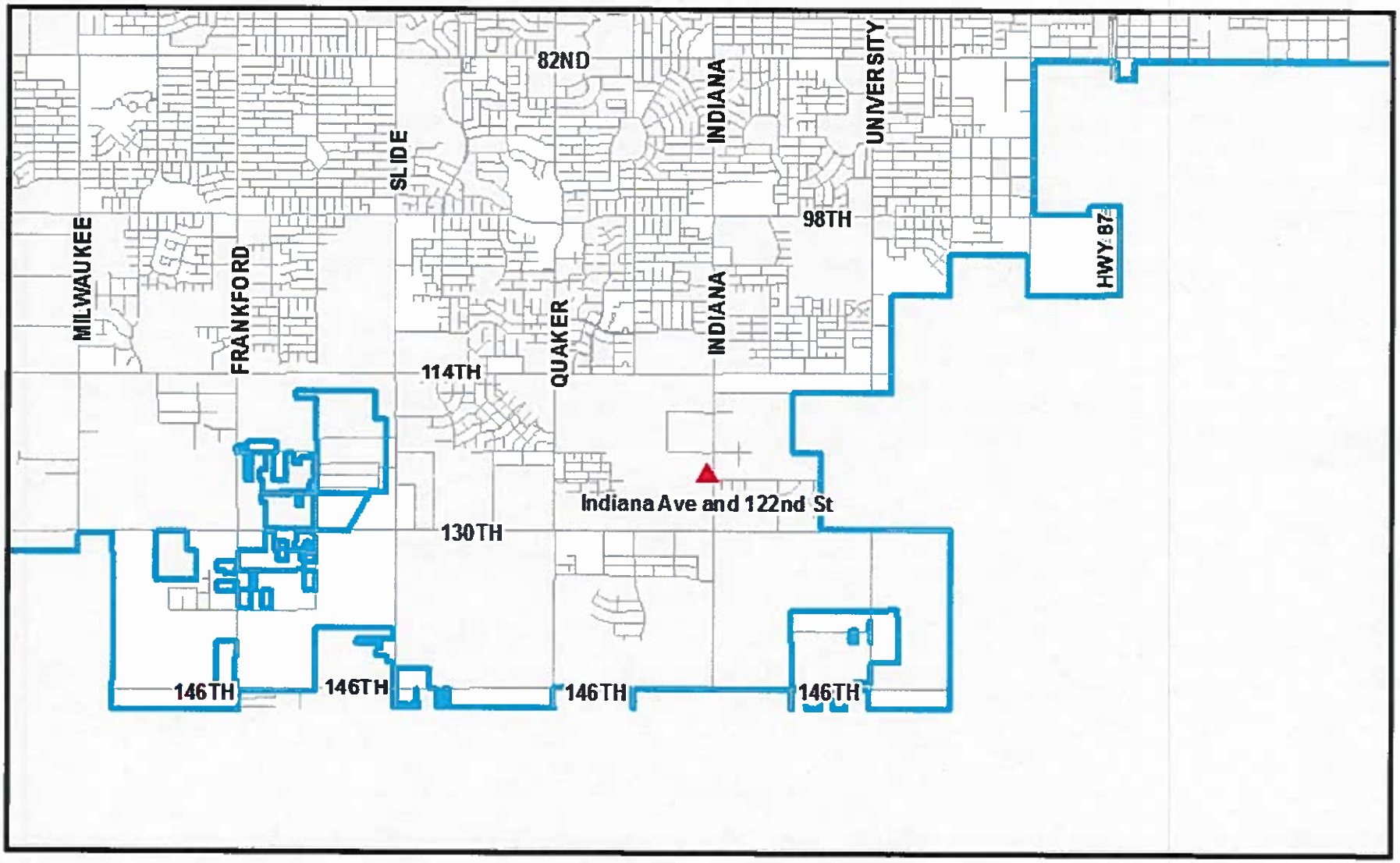
THENCE S88°16'42"E, approximately a distance of 69.9 feet to a point for the most Northerly Northeast corner of this tract;

THENCE Southeasterly, along the arc of a curve to the right, an arc distance of approximately 44.1 feet to a point for the end of said curve to the right and for the most Easterly Northeast corner of this tract; said curve having a radius of 30.0 feet, a central angle of 84°16'49", and a chord that bears S46°07'57"E, and a chord distance of approximately 40.3 feet;

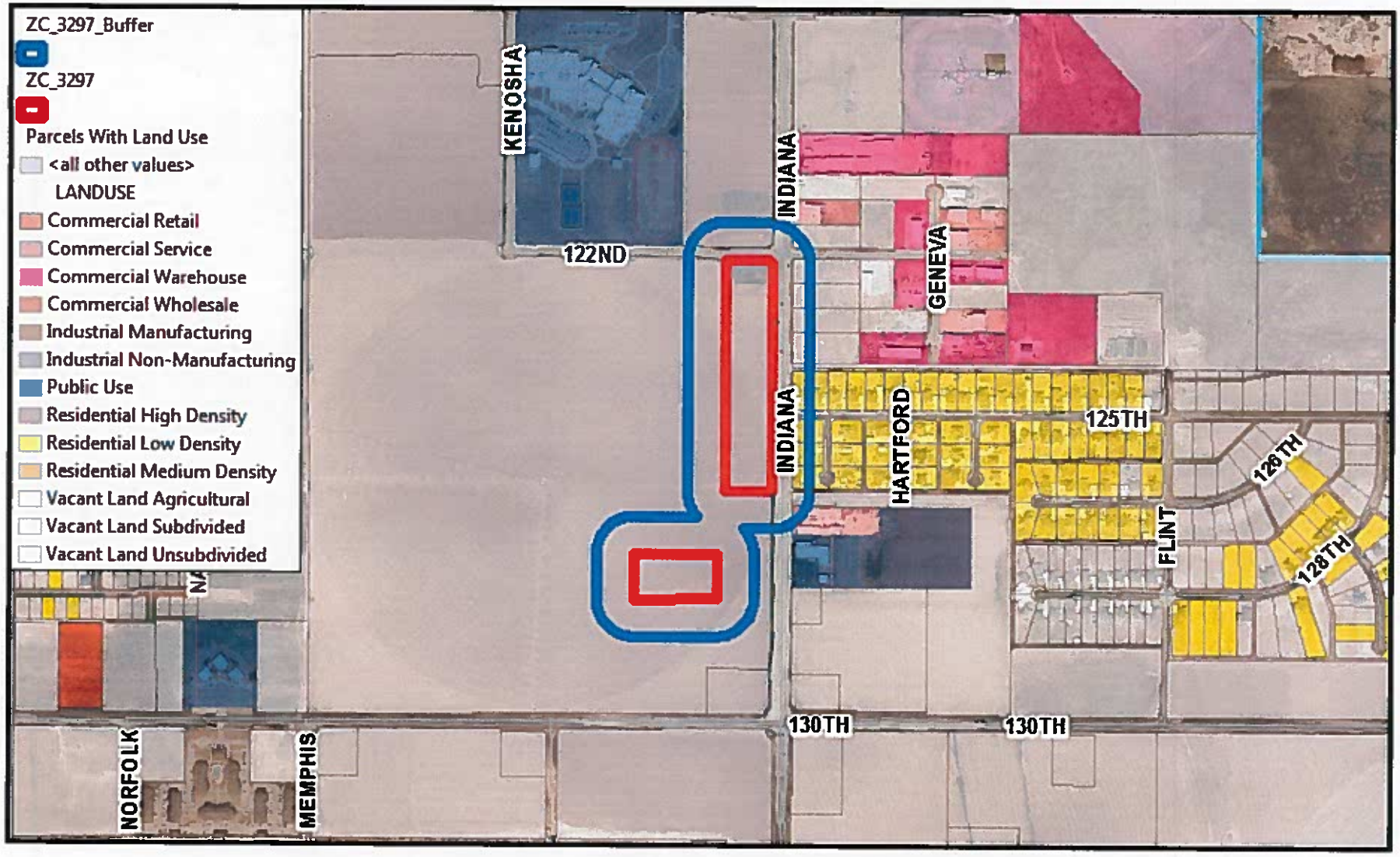
THENCE S01°47'47"W, approximately a distance of 1274.1 feet to the Point of Beginning and containing approximately 7.773 acres, including any Right of Way.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for: Lubbock Land Company
September 30, 2016



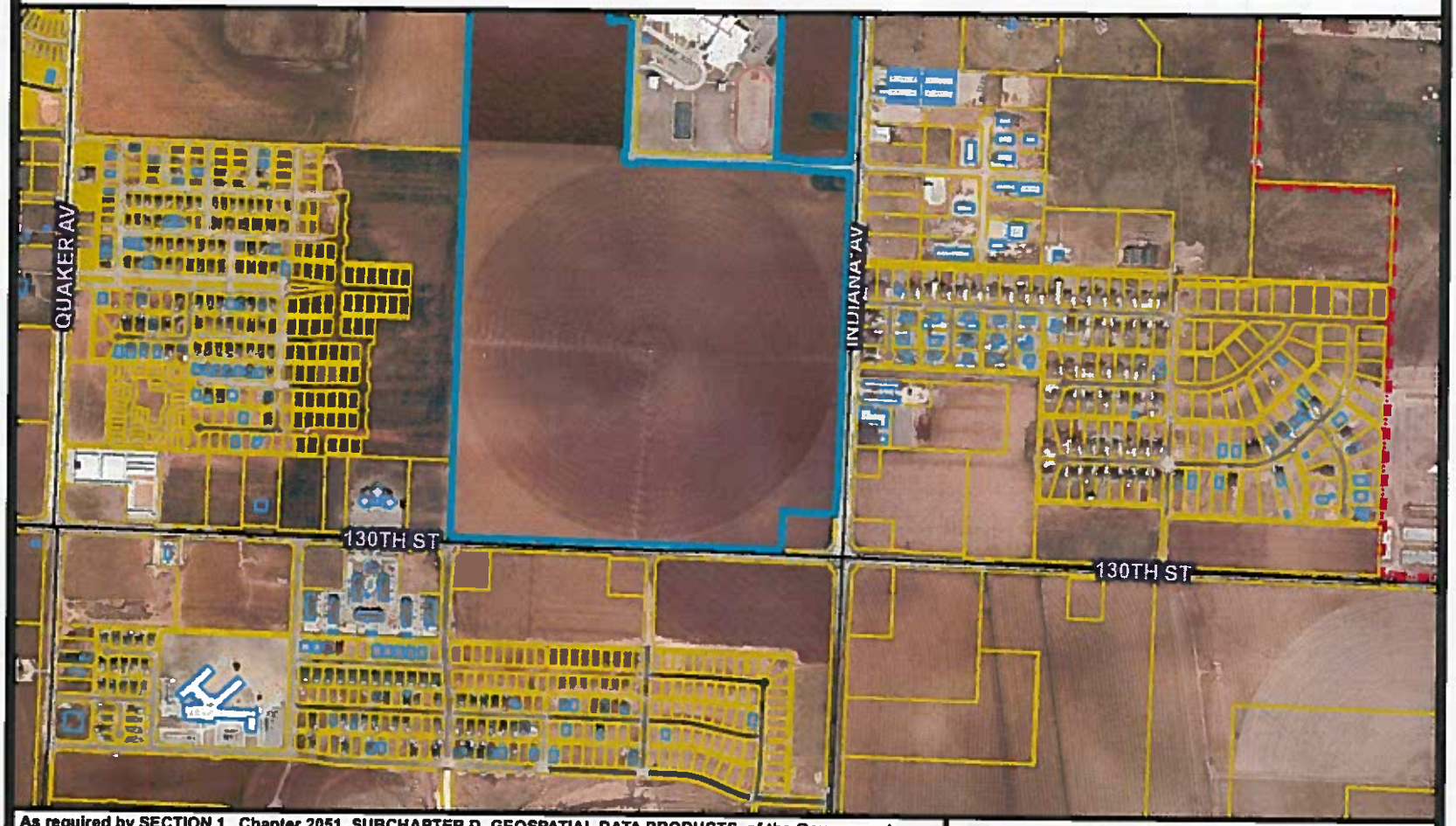

# P.Z.C. Case 3297




# P.Z.C. Case 3297

**Request of AMD Engineering, LLC (for Lubbock Land Company) for a zoning change from T to C-3, South of 122nd Street and West of Indiana Avenue**

# 3297




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 site is created by or hosted 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.

0 1,050 2,100 Feet

Printed Date: 10/11/2016

N

# APPLICATION FOR ZONE CHANGE

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

**Applicant** (Please Print) **AMD Engineering, LLC**

2807 74th Street, Ste. 8
Street/Post Office Box

Lubbock | TX | 79423
City | State | Zip

(806) 771-5976
Telephone

**For Lubbock Land Company**

4808 Knoxville Avenue, Suite A
Street/Post Office Box

Lubbock | TX | 79413
City | State | Zip

(806) 798-0098
Telephone

**Location or Address:** **7.773 acre tract adjacent to the west side of Indiana Avenue south of 122nd Street and a 2.621 acre tract west of Indiana and north of 130th Street**

**Legal Description:*** **See attached**

**Existing Land Use:** **Ag** **Existing Zoning:** **T**

**Acreage or Square Footage of Property:** **7.773 acres and 2.612 acres**

**Zoning Requested:** **C-3**

**Proposed Development:** **Commercial Development**

**If property is not subdivided, will preliminary plat be submitted?** **Yes** x **No** ____

**Applicant's Signature**

**October 5, 2016**
**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:** **$505**
**($475.00 for the first acre; $3.00 for each additional acre)**

## For City Use Only

NTB map 41

**Zone Case No.:** 3247 **Agenda No.:** ____

**Request for zoning change from:** T **To:** C-3

on 10.385 Acres of unplatted Land out of Block E-2 Section 22

on Lot(s) ____, **Block(s)** ____,

North of 130th st and west of Indiana Ave

C

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.: 3297**

*In Favor of* ✓

*Opposed* ____

**Reasons and/or Comments:**

Print Name ALISHA GREGGT

Signature: Alisha Gregg

Address: 3416 Joliet Ave, Lubbock, TX 79413

Address of Property Owned: 1210 INDIANA AVENUE, LUBBOCK TX 79423



RECEIVED
OCT 2 2016

Zone Case Number: 3297 85459
BUILT FOR DREAMS REAL ESTATE INVESTMENTS L
3416 JOLIET AVE

LUBBOCK TX 79413

**Regular City Council Meeting** **6. 4.**

**Meeting Date:** 12/01/2016

## Information

### Agenda Item

**Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 2985-B, a request of AMD Engineering, LLC, for Lubbock Land Company, for a zoning change from C-3, A-2, and R-1 to C-3, A-2, and GO, on 17.299 acres of unplatted land out of Block E-2, Section 25, 5720 114th Street, and consider an ordinance.

### Item Summary

General comments:
The request is for a zone change from C-3, A-2 and R-1, to C-3, A-2 and GO on 17.299 acres of unplatted land.

Adjacent land uses:
North - Single Family Homes, zoned R-1 Specific Use
South - Vacant, zoned Transitional
East - Vacant, zoned GO Garden Office
West - Vacant zoned C-3 General Retail

Comprehensive Land Use Plan (CLUP):
This request is consistent with the CLUP.
The request is for a change from C-3, A-2 and R-1 to C-3, A-2 and GO. The City of Lubbock permits 10 acres of commercial use at the corners of the intersections of major thoroughfares. This request is to allow 9.448 acres of commercial at the corner of Frankford and 114th Street.
The A-1 and GO zoning district are considered a buffer district and is also consistent with the CLUP.

Zoning Policy:
The request is consistent with zoning policies.
For the A-2 proposed area a solid screening fence will be required along the north and east property lines which abut the residential area.

Effect on the adjacent street and thoroughfare system:
There should be little to no impact on the thoroughfare system if the total number of curb cuts for the request is limited to seven (7).

Recommendations:
Staff recommends the request for approval.

On November 1, 2016, the Planning and Zoning Commission recommended the request with a

unanimous vote.

**Fiscal Impact**

None.

**Staff/Board Recommending**

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

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**Attachments**

Ordinance - 2985-B

Map - Zone Case 2985-B

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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. 2985-B;** A ZONING CHANGE FROM **C-3, A-2 AND R-1** TO **C-3, A-2 AND GO** ZONING DISTRICT ON **17.299 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 25,** LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

**ZONE CASE NO. 2985-B**

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-3, A-2 and R-1** to **C-3, A-2 and GO** zoning district on **17.299 acres of unplatted land out of Block E-2, Section 25**, City of Lubbock, Lubbock County, Texas, located at **5720 114th Street,** and being further described as follows:

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

vw/cityatt/Justin/ZoneCase/ZC2985-B
November 1, 2016

## Rezone to C-3

METES AND BOUNDS DESCRIPTION of a 9.448 acre tract of land located in Section 25, Block E-2, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point for the Northwest and beginning corner of this tract whence the Southwest corner of Section 25, Block E-2 bears N88°29'32"W, approximately a distance of 55.00 feet and S01°46'31"W, approximately a distance of 623.84 feet;

THENCE S88°29'32"E, approximately a distance of 729.56 feet to a point for the Northeast corner of this tract;

THENCE S01°16'16"W, approximately a distance of 565.57 feet to a point for the Southeast corner of this tract;

THENCE N88°43'45"W, approximately a distance of 296.72 feet to a point for a corner of this tract;

THENCE N88°43'45"W, approximately a distance of 207.74 feet to a point for the most Southerly Southwest corner of this tract;

THENCE Northwesterly, along the arc of a curve to the right, an arc distance of 47.39 feet to a point for the end of said curve to the right and for the most Westerly Southwest corner of this tract; said curve having a radius of 30.00 feet, a central angle of 90°30'16", and a chord that bears N43°28'37"W, a chord distance of 42.61 feet;

THENCE N01°46'31"E, approximately a distance of 528.34 feet to the Point of Beginning and containing approximately 9.448 acres, including any Right of Way.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for: Randy Neugebauer
October 5, 2016

## Rezone to A-2

METES AND BOUNDS DESCRIPTION of a 7.851 acre tract of land located in Section 25, Block E-2, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point for the Northwest and beginning corner of this tract whence the Southwest corner of Section 25, Block E-2 bears N88°29'32"W, approximately a distance of 784.56 feet and S01°46'31"W, approximately a distance of 623.84 feet;

THENCE S88°29'32"E, approximately a distance of 607.21 feet to a point for the Northeast corner of this tract;

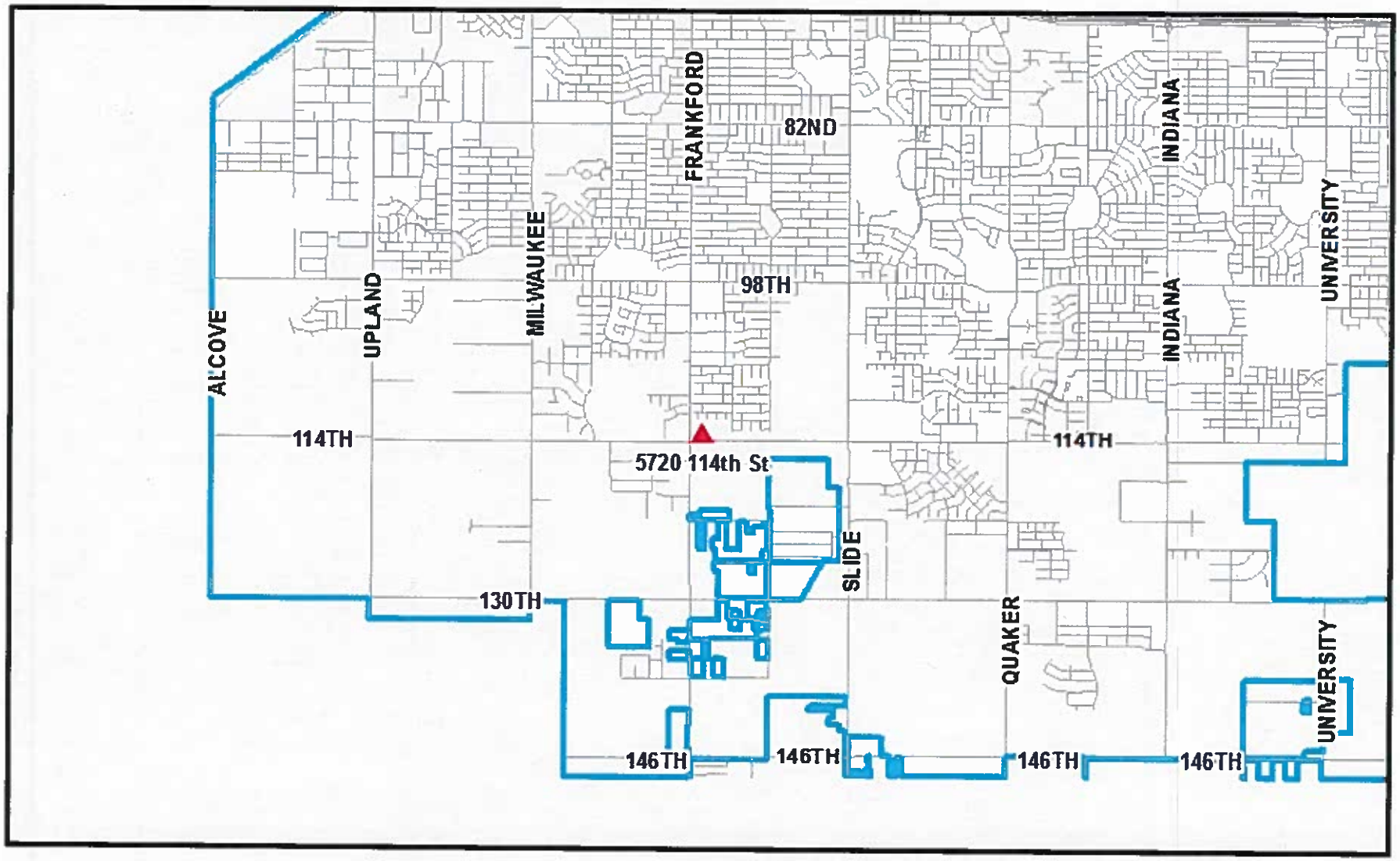
THENCE S01°30'39"W, approximately a distance of 563.07 feet to a point for the Southeast corner of this tract;

THENCE N88°43'45"W, approximately a distance of 604.84 feet to a point for a corner of this tract;

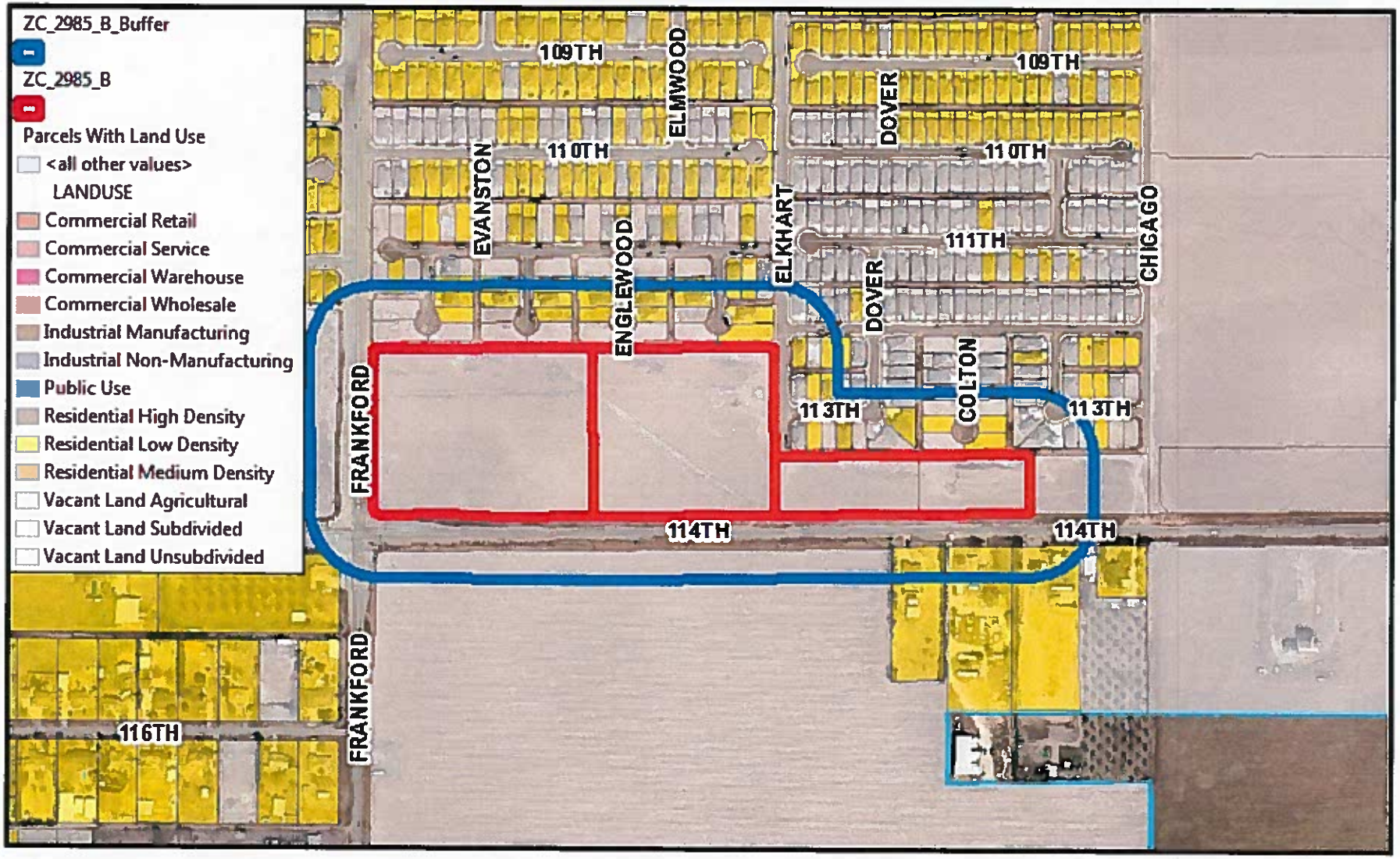
THENCE N01°16'16"E, approximately a distance of 565.67 feet to the Point of Beginning and containing approximately 7.851 acres, including any Right of Way.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for: Randy Neugebauer
October 5, 2016




# P.Z.C. Case 2985-B




# P.Z.C. Case 2985-B

**Request of AMD Engineering, LLC (for Lubbock Land Company) for a zoning change from C-3, A-2, and R-1 to C-3, A-2, and GO, 5720 114th Street**

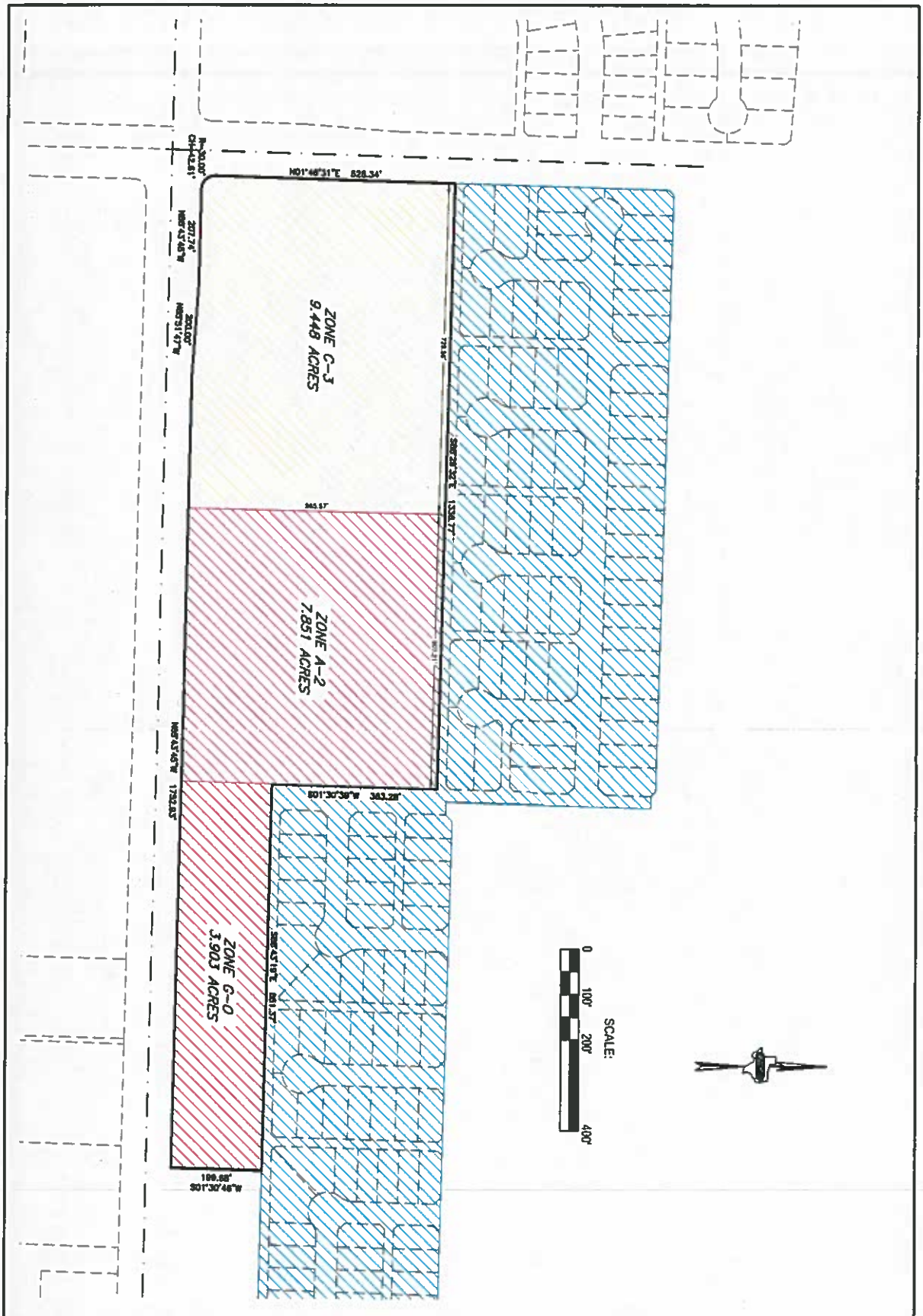
# 2985-B

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 site is created by or hosted 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.

0 800 1,600 Feet

Printed Date: 10/11/2016

N




PREPARED FOR:
RANDY
NEUGEBAUER

DRAWN BY: JDN
CHECKED BY: CRD
JOB NUMBER: 16164

# SKETCH

REZONING TO ZONE C-3 AND ZONE A-2

AMD
CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC
2807 74th Street, Suite 8
Lubbock, TX 79423
Phone: 806-771-5976
Fax: 806-771-7625

Accuracy - Efficiency - Integrity

# APPLICATION FOR ZONE CHANGE

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

**Applicant** (Please Print) **AMD Engineering, LLC**

2807 74th Street, Ste. 8
Street/Post Office Box

Lubbock | TX | 79423
City | State | Zip

(806) 771-5976
Telephone

**For Lubbock Land Company**

4808 Knoxville Avenue, Suite A
Street/Post Office Box

Lubbock | TX | 79413
City | State | Zip

(806) 798-0098
Telephone

**Location or Address:** 17.299 acre tract on the northeast corner of Frankford Avenue and 114th Street

**Legal Description:*** See attached

**Existing Land Use:** Ag **Existing Zoning:** C-3, A-2 and R-1

**Acreage or Square Footage of Property:** 7.851 acres rezoned to A-2 and 9.448 acres rezoned to C-3

**Zoning Requested:** C-3, A-2

**Proposed Development:** Commercial Development and Apartment Complex

**If property is not subdivided, will preliminary plat be submitted?** Yes x No

**Applicant's Signature**

**October 5, 2016**
**Date**

**Filing Fee:** $526
**($475.00 for the first acre; $3.00 for each additional acre)**

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

## For City Use Only

M&B Map 42

**Zone Case No.:** 2985-B **Agenda No.:**

**Request for zoning change from:** C-3, A-2, R-1 **To:** C-3, A-2, GO

on 17.299 acres of unplatted land out of Block E-2 Section 25

on Lot(s) —, **Block(s)** —,

— **Addition** **(Address:** 5720 114th **).**

KE

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.: 2985-B**

*In Favor of* ____

*Opposed* X

**Reasons and/or Comments:**

Print Name Joseph + Ellen Clark

Signature: Ellen Clark Joseph Clark

Address: _____

Address of Property Owned: 11104 Englewood Avenue

21 of 50

RECEIVED
OCT 2 0 REC'D
PLANNING DEPARTMENT

Zone Case Number: 2985-B 95054
CLARK JOSEPH W & ELLEN A
11104 EAGLEWOOD AVE

LUBBOCK TX 79424

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

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

**Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by:** **P&Z Case No.:** ***2985-B***

*In Favor of* ✓ to GO

*Opposed* ✓ to ~~two~~ one - A-2

**Reasons and/or Comments:**

We have no problem with retail or offices going in at this location. Our only objection is to apartments. We already have apartments at Slide and 114th and would hate to see apartments at Frankford and 114th, also.

Print Name Guy R & Sheryl Gilson

Signature: Guy R. Gilson Sheryl Gilson

Address: 11207 Colton Ave

Address of Property Owned: 11207 Colton Ave

6 of 18

RECEIVED
OCT 26 REC'D
PLANNING DEPARTMENT

Zone Case Number: **2985-B** 94904
GILSON GUY R & SHERYL
11207 COLTON AVE
LUBBOCK TX 79424

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

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

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

**Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by:** **P&Z Case No.:** ***2985-B***

*In Favor of* ✓

*Opposed* ___

**Reasons and/or Comments:**

I am very much in favor of this zone case! I own the land across the street and believe that the proposed uses, particularly the G-O request makes the most sense for this tract. It is very difficult to sell single-family residential lots (and subsequently homes) that are located adjacent to a major thoroughfare. It only makes sense to buffer the residential from the traffic with a strip of G-O zoning. The other uses, C-3 and A-2 are existing, but are also common sense land uses for this kind of property.

Print Name George H. McMahon

Signature: [signature]

Address: 7703 LA SALLE AVE LBK. 79424

Address of Property Owned: CORNER OF 114TH & FRANKFORD
122 ACRES ACROSS THE STREET.

15 of 50

Zone Case Number: **2985-B** 95888
MCMAHAN, GEORGE H
7703 LASALLE AVE

LUBBOCK TX 79424

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

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

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

**Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by:** **P&Z Case No.: 2985-B**

*In Favor of* ✓

*Opposed* ___

RECEIVED
OCT 24 2016
By

**Reasons and/or Comments:**

I am very much in favor of this zone case! I own the land across the street and believe that the proposed uses, particularly the G-O request makes the most sense for this tract. It is very difficult to sell single-family residential lots (and subsequently homes) that are located adjacent to a major thoroughfare. It only makes sense to buffer the residential from the traffic with a strip of G-O zoning. The other uses, C-3 and A-2 are existing, but are also common sense land uses for this kind of property.

Print Name George H. McMahon

Signature: [signature]

Address: 7703 La Salle Ave, Lbk, 79424

Address of Property Owned: Corner of 114th & Frankford
12 Acres Across the Street.

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15 of 50

Zone Case Number: 2985-B 95888
MCMAHAN, GEORGE H
7703 LASALLE AVE

LUBBOCK TX 79424

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

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

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

**Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by:** **P&Z Case No.:** ***2985-B***

*In Favor of* XX

*Opposed* ____

**Reasons and/or Comments:**

Print Name CHARLES D. RITTENBERRY, JR. JANET L. RITTENBERRY

Signature:

Address: 11106 EVANSTON AVE - LUBBOCK, TEXAS 79424

Address of Property Owned: 11106 EVANSTON AVE - LUBBOCK, TX 79424

34 of 50

RECEIVED
OCT 25 REC'D
PLANNING DEPARTMENT

Zone Case Number: **2985-B** 95063
RITTENBERRY CHARLES D JR & JANET L
11106 EVANSTON AVE

LUBBOCK TX 79424

10/25/2016 14:33 806-701-1213 DOUG RITTENBERRY PAGE 01

6

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.: 2985-B**

*In Favor of* X

*Opposed* ___

**Reasons and/or Comments:**

Print Name RANDY NEUGEBAUER

Signature: [signature]

Address: 8403 GARNER AVE, LUBBOCK, TX 79423

Address of Property Owned: 114TH FRANKFORD

6 of 50

RECEIVED
OCT 31 REC'D
PLANNING DEPARTMENT

Zone Case Number: 2985-B 75091
KINGDOM ENTERPRISES LTD
611 PENNSYLVANIA
S E # 395
WASHINGTON DC 20003

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

6

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.:** ***2985-B***

*In Favor of* _____

*Opposed* ✓

**Reasons and/or Comments:**

No more high density apartments! There are already new apartments at 114th and Slide. Our elementary school is already at capacity. Please, no more!

Print Name Kara Martinez

Signature: Kara Martinez

Address: 5701 111th St Lubbock TX 79424

Address of Property Owned: 5701 111th St Lubbock TX 79424

30 of 50

RECEIVED
OCT 22 2016 MR

Zone Case Number: **2985-B** 95036
MARTINEZ KARA E & MARTIN M
5701 111TH ST

LUBBOCK TX 79424

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

**Meeting Date:** 12/01/2016

## Information

### Agenda Item

**Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 2995-U, a request of Lacee Romero, for Hunter Sky Capital, LLC, for a zoning change from C-3 to C-3 Specific Use for outdoor display on Tract C, Primrose Pointe, 6616 and 6620 Milwaukee Avenue, and consider an ordinance.

### Item Summary

General comments:
The request is for a zone change from C-3 to C-3 Specific Use to allow outdoor display for the Commons West Shopping Center.

Adjacent land uses:
North - McGavock Nissan of Lubbock, zoned IHC
South - Vacant land and La-Z-Boy Home Furnishings & Décor, zoned C-3
East - Vacant land, zoned C-3
West - Vacant land, zoned C-3

Comprehensive Land Use Plan (CLUP):
The request is consistent with the CLUP, as the base zoning district of C-3 is not changing. The request is simply to allow outdoor display.

Zoning Policy:
The request is consistent with zoning policies, again, as the commercial zoning district is not changing, but simply becoming Specific Use to allow outdoor display.

Effect on the adjacent street and thoroughfare system:
There should be little to no impact on traffic in the area.

On November 1, 2016, the Planning and Zoning Commission recommended the request with a unanimous vote, with the following conditions:
1. That the outdoor display be limited to the area designated on the site plan.

### Fiscal Impact

None.

### Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

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**Attachments**

Ordinance - 2995-U

Map - Zone Cae 2995-U

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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. 2995-U;** A ZONING CHANGE FROM **C-3** TO **C-3 SPECIFIC USE** FOR **OUTDOOR DISPLAY**, ON **TRACT C, PRIMROSE POINTE,** 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. 2995-U**

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 **C-3** to **C-3 Specific Use** for **outdoor display** on **Tract C, Primrose Pointe,** City of Lubbock, Lubbock County, Texas, located at **6616 and 6620 Milwaukee Avenue,** subject to conditions.

**SUBJECT TO THE FOLLOWING CONDITIONS:**

1. **THAT the outdoor display be limited to the area designated on the 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 **C-3** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **6616 and 6620 Milwaukee Avenue**, City of Lubbock, Lubbock County, Texas.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

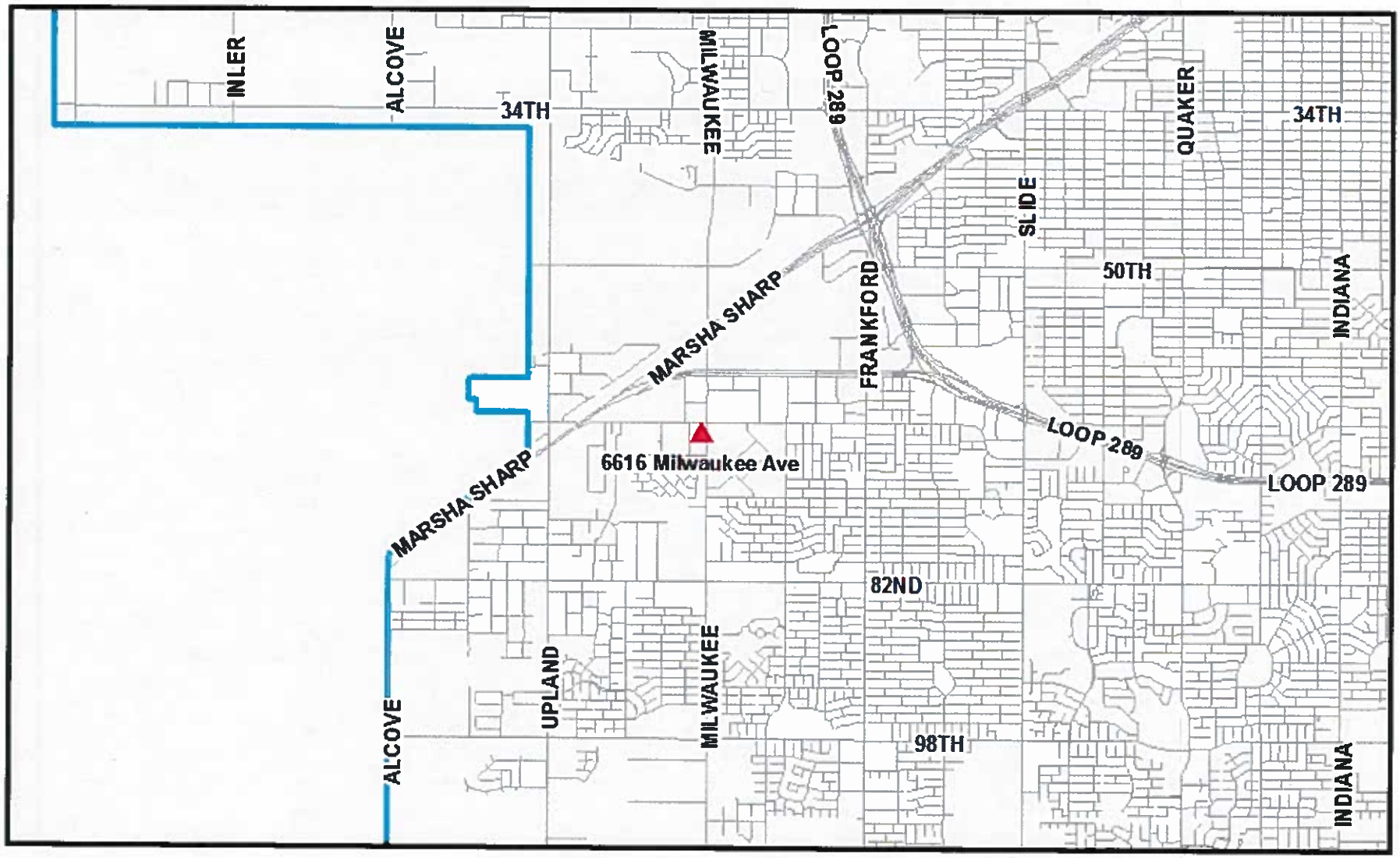
APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

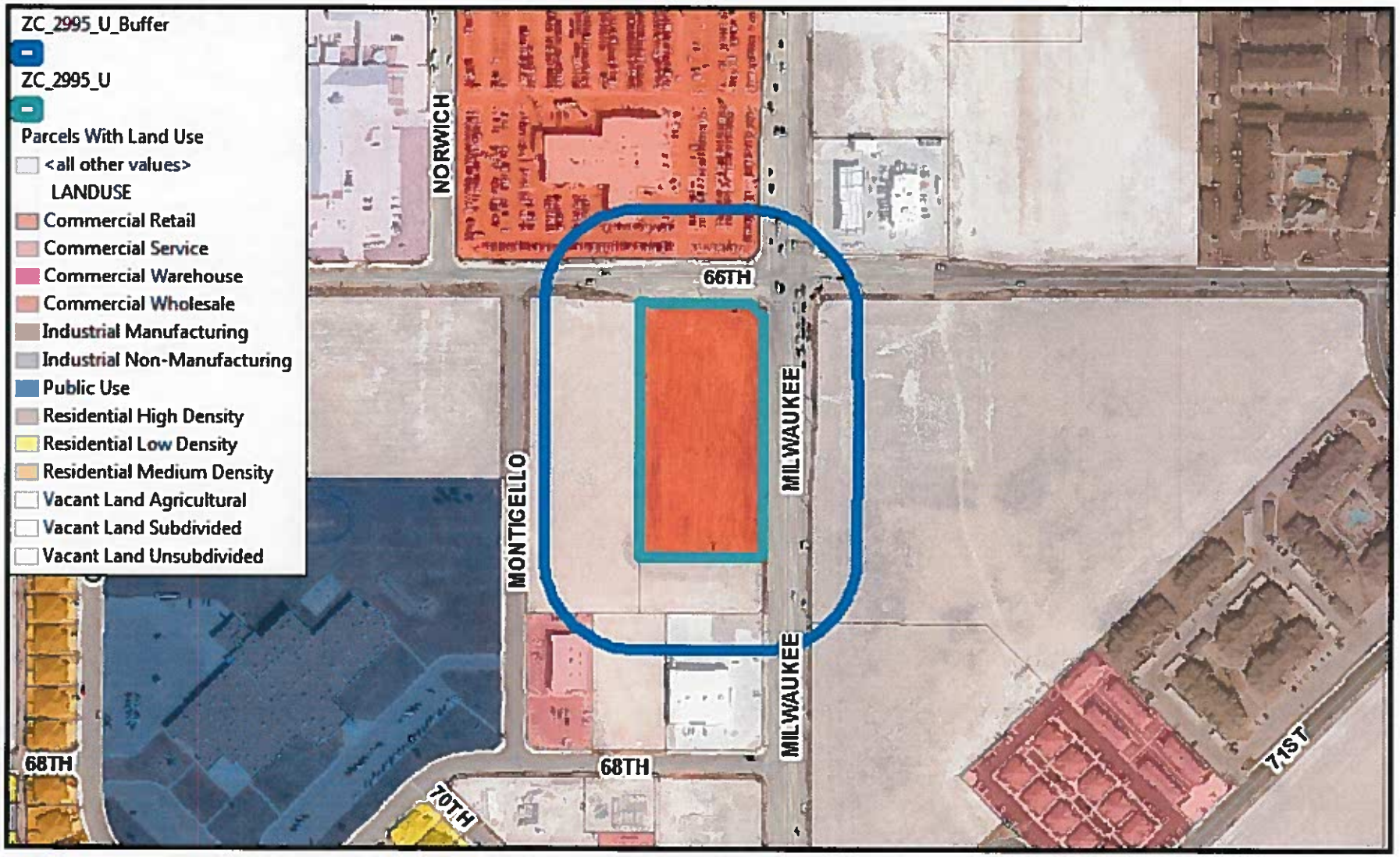
APPROVED AS TO FORM:

Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC2995-U
November 1, 2016




# P.Z.C. Case 2995-U




# P.Z.C. Case 2995-U

**Request of Lacee Romero (for Hunter Sky Capital, LLC) for a zoning change from C-3 to C-3 Specific Use for outdoor display, 6616 and 6620 Milwaukee Avenue**

# 2995-U

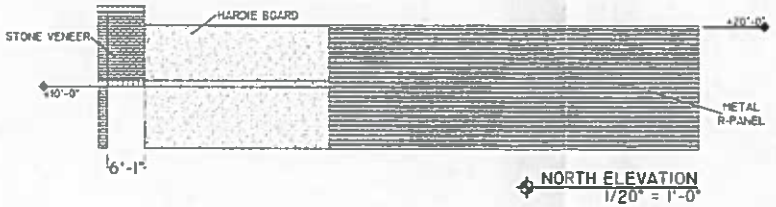
As required by SECTION 1. Chapter 2051, SUBCHAPTER D. GEOSPATIAL DATA PRODUCTS of the Government Code, the City of Lubbock hereby provides notice that the data on this site is created by or hosted by the City of Lubbock. Any data that appears to represent property boundaries is for informational purposes 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.

0 237.5 475 Feet

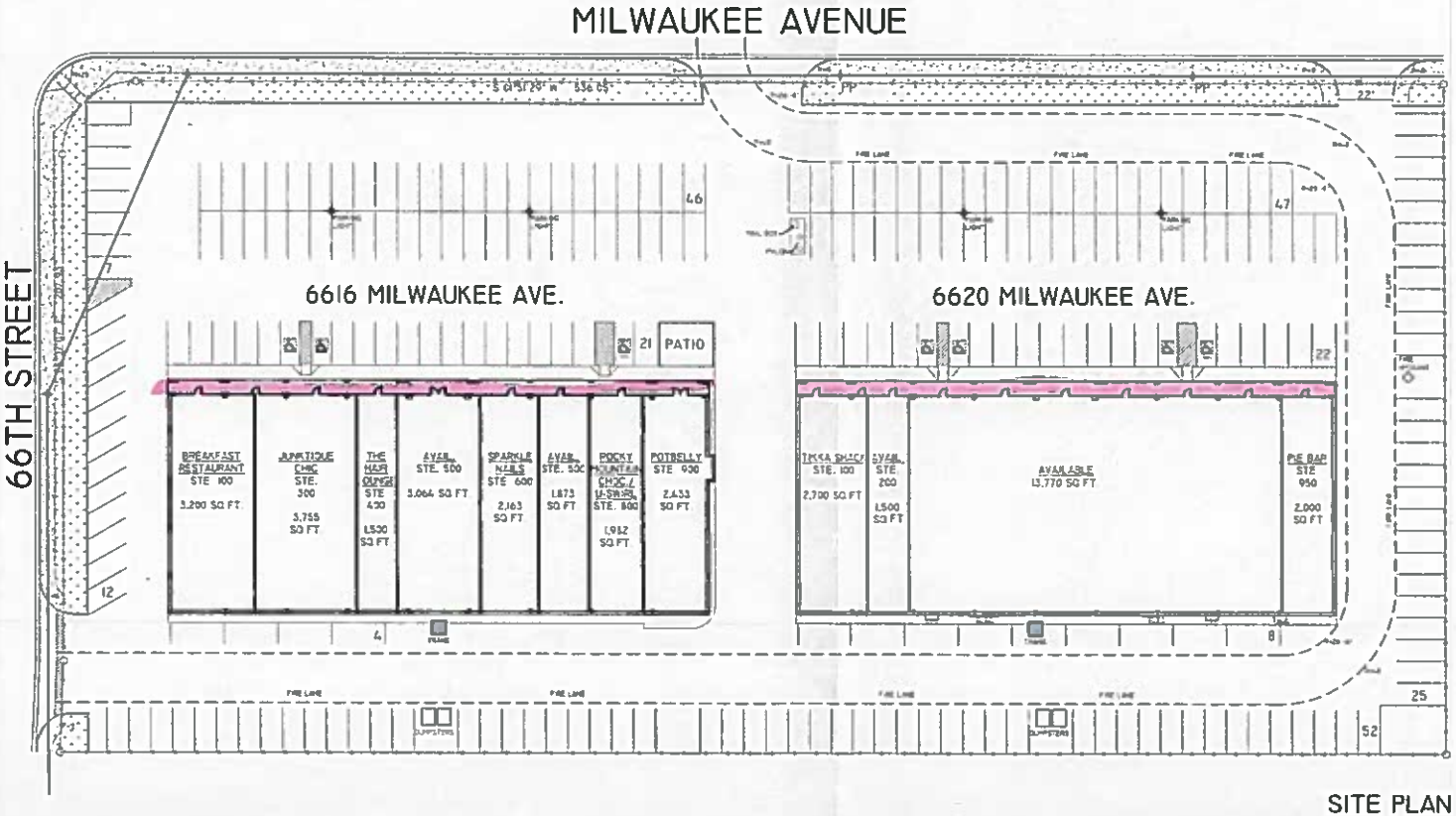
Printed Date: 10/11/2016

N

THESE DOCUMENTS ARE SUBJECT TO CHANGES REQUIRED BY STATE AND LOCAL CODES/ORDINANCES OR OWNER'S DISCRETION. ALL DIMENSIONS ARE APPROXIMATE DUE TO FIELD RELATED DISCREPANCIES.




NORTH ELEVATION
1/20" = 1'-0"




SITE PLAN
SCALE: 1/50" = 1'-0"

NORTH

CMS PROPERTIES
806.794.1492
6616 MILWAUKEE AVE. SUITE # 200
LUBBOCK, TX. 79424
www.CMSPropertiesInc.com

CMS PROPERTIES

6616 MILWAUKEE AVE.
6620 MILWAUKEE AVE.
LUBBOCK, TX 79424

DRAWN BY
DATE
CHECKED BY
DATE
FINAL REVIEW BY
DATE
CONSTRUCTION BY
DATE

| ISSUE | DATE | DESCRIPTION |
|---|---|---|
| 1 | 10.06.15 | ADD SALE SITE PLAN |

JOB # :
157

C1

# The Commons At Milwaukee

6616 and 6620 Milwaukee

Lubbock, TX 79424

# Proposed:

# Outdoor Displays

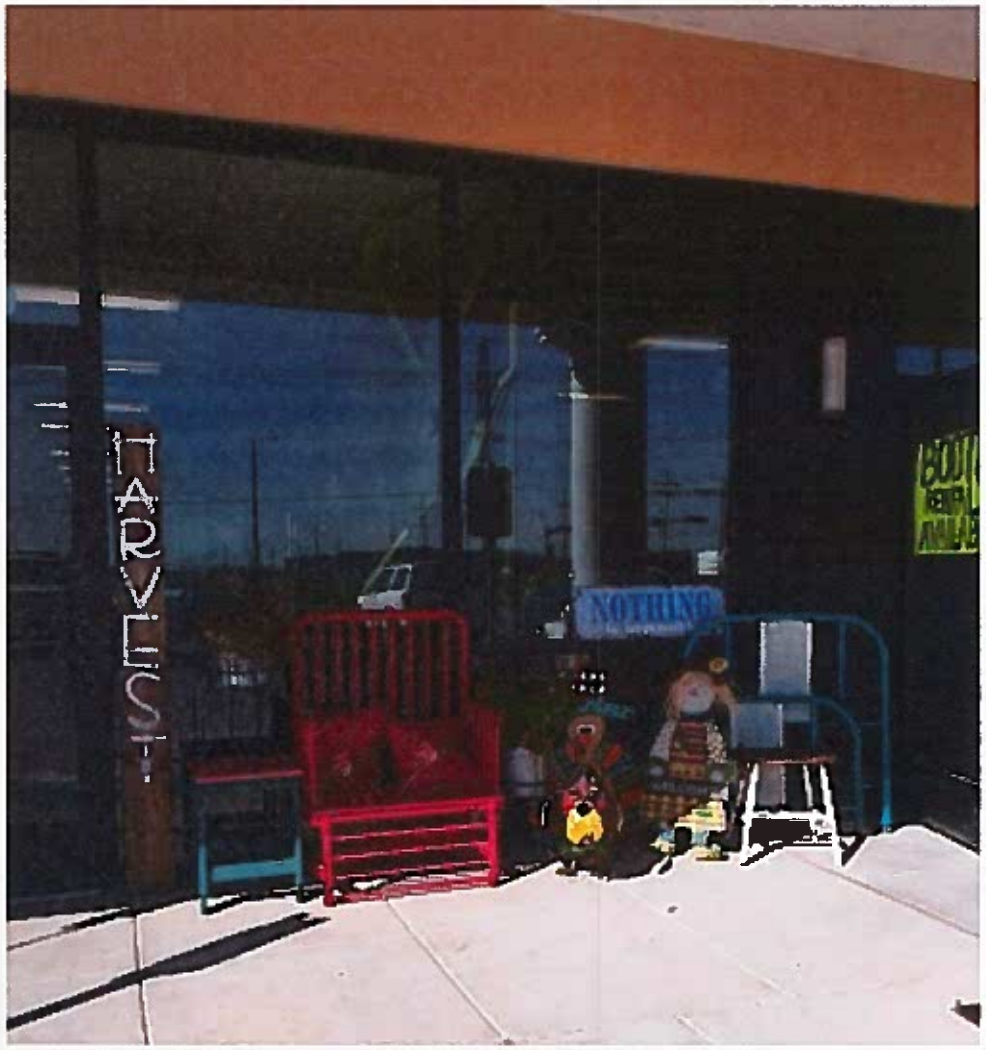


**Photo 1: what a typical outdoor display area will look like**

**Photo 2: shows that display areas will be no more than 3' from the storefront glass**

**Photo 3: shows the 12' sidewalks from storefront to curb**

# Hunter Sky Capital, LLC

6306 Iola Avenue Suite 200 Lubbock, Texas 79424
806-794-1492(p) · 806-794-1559(f)

## Proposed
## OUTDOOR DISPLAY POLICY

Outdoor display is considered to be a privilege, not a right, of any business. All businesses which engage in outdoor display of merchandise in The Commons West shall comply with the following:

- Outdoor display shall only include incidental outdoor display items, consisting of a small sample of merchandise or decorative items, placed outdoors adjacent to the responsible business, which represent or complement the goods and services sold or provided by the responsible business.
- Business owners shall at all times maintain a reasonable clearance for use of the sidewalk by the general public.
- Display Items shall only be placed outdoors during the time the responsible business is open to the public and shall be removed prior to the close of business each day.
- Sidewalk sandwich boards are allowed if
    - Temporary – on sidewalks for less than 12 hours per day
    - Not overnight
    - Are attractive
    - Do not present a foot traffic hazard
- All display items shall at all times be maintained in a safe, sound, and visually attractive condition. The business owner shall be responsible for the continuously supervising the safe, sound, and visually attractive condition as well as the appropriate placement of the display items.
- Display items shall not be hung from the posts or other structural components of the center.
- Display items shall not include additional signage.

If at any time the outdoor display does not meet the criteria outlined in this policy the business will be subject to the remedies outlined in section 20 of the signed lease agreement.

_____ (Tenant's Initials) _____ (Landlord's Initials)

# APPLICATION FOR ZONE CHANGE

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

**Applicant** (Please Print) Lacee Romero

6306 Iola Avenue Suite 200
Street/Post Office Box

Lubbock TX 79424
City State Zip

(806) 794-1492
Telephone

**For** Hunter Sky Capital, LLC

6306 Iola Avenue Suite 200
Street/Post Office Box

Lubbock TX 79424
City State Zip

(806) 794-1492
Telephone

**Location or Address:** 6616 & 6620 Milwaukee Avenue

**Legal Description:*** Tract C Primrose Addition to the City of Lubbock, Lubbock County, TX

**Existing Land Use:** _____ **Existing Zoning:** C3

**Acreage or Square Footage of Property:** 3.5871 Acres/39,940 leaseable square feet

**Zoning Requested:** Specific Use to include outdoor display areas

**Proposed Development:** _____

**If property is not subdivided, will preliminary plat be submitted?** Yes _____ No _____

Lacee Romero
**Applicant's Signature**

10/11/2016
**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:** $565.00
**($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)**

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CH: 42736

## For City Use Only

PIN: 98435 map 44

**Zone Case No.:** 2995-U **Agenda No.:** _____

**Request for zoning change from:** C-3 **To:** C-3 SP use: outdoor display

**on Lot(s):** Tract C **Block(s):** _____

**Subdivision:** Primrose Pointe **Address:** 6616 and 6620 Milwaukee Ave

FEJ

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

7

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

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

**Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by:** **P&Z Case No.: 2995-U**

*In Favor of* X

*Opposed* ____

**Reasons and/or Comments:**

Print Name Tom McSpadden - Agent

Signature: [signature]

Address: 6306 Iola Ste 200 Lubbock Tx 79424

Address of Property Owned: 6701 Milwaukee Avenue



Zone Case Number: 2995-U 98441
HIGH IMPACT PROPERTIES LTD
6306 IOLA AVE
STE 200
LUBBOCK TX 79424

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

7

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**Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by:** **P&Z Case No.: 2995-U**

*In Favor of* ✓ OK

*Opposed* ____

**Reasons and/or Comments:**

Print Name Patty Shipton

Signature: P Shipton

~~Address:~~ 66th/Milwaukee Southeast Corner PO Box 64189 LBB TX 79464

Address of Property Owned: BLK AK SEC 29 AB244 TR A of W/2



Zone Case Number: 2995-U 96966
69TH STREET DEVELOPMENT LTD
PO BOX 64189

LUBBOCK TX 79464

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

7

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

**Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by:** **P&Z Case No.: 2995-U**

*In Favor of* X

*Opposed* ____

**Reasons and/or Comments:**

Print Name Marc J Shipton

Signature: [signature]

Address: PO 64189

Address of Property Owned: 6614 Loop 289 Milwaukee

5 of 10

Zone Case Number: 2995-U 96435
HUNTER SKY CAPITAL LLC
PO_BOX 64189

LUBBOCK TX 79464-4189

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

**Meeting Date:** 12/01/2016

## Information

### Agenda Item

**Public Hearing 5:30 p.m. – Planning**: Consider a request for Zone Case 3095-D, a request of Hugo Reed and Associates, Inc., for Burkett Investments, for a zoning change from A-2 to C-4 Specific Use for mini-warehouses on 8.2 acres of unplatted land out of Block A, Section 22, southeast corner of North Loop 289 and North Utica Avenue, and consider an ordinance.

### Item Summary

General comments:
The request is for a zone change from A-2 to C-4 Specific Use for mini-warehouses.

Adjacent land uses:
North - Across Loop 289, Cardiologists of Lubbock and American Bank of Commerce, zoned AM and C-3
South - Mobile home subdivision, zoned R-3 Specific Use
East - Best Western Plus and vacant land owned by Texas Tech, zoned IHC and R-1
West - The Grove Apartments, zoned A-1 and A-2

Comprehensive Land Use Plan (CLUP):
The request is consistent with the CLUP, as this property is designated as Interstate Commercial.

Zoning Policy:
The request is consistent with zoning policies as this property is located along an expressway, which allows for C-4 zoning.

Effect on the adjacent street and thoroughfare system:
Since the property is located adjacent to an expressway, there should be little to no effect on traffic in the area.

Recommendations:
Staff recommends the request with the following condition:
1. Tied to the proposed site plan.

On November 1, 2016, the Planning and Zoning Commission recommended the request with a unanimous vote, with the following conditions:
1. Required a site plan and elevation review by the Planning and Zoning Commission prior to permitting.

### Fiscal Impact

None.

**Staff/Board Recommending**

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

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**Attachments**

Ordinance - 3095-D

Map - Zone Case 3095-D

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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. 3095-D;** A ZONING CHANGE FROM **A-2** TO **C-4 SPECIFIC USE** FOR **MINI-WAREHOUSES**, ON **8.2 ACRES OF UNPLATTED LAND OUT OF BLOCK A, SECTION 22,** 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. 3095-D**

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

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **A-2** to **C-4 Specific Use** for **mini-warehouses** on **8.2 acres of unplatted land out of Block A, Section 22,** City of Lubbock, Lubbock County, Texas, located at **Southeast corner of North Loop 289 and North Utica Avenue,** subject to conditions, and being further described as follows:

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

**SUBJECT TO THE FOLLOWING CONDITIONS:**

1. **THAT a site plan and elevation review by the Planning and Zoning Commission shall be required prior to permitting.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **A-2** 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 **Southeast corner of North Loop 289 and North Utica Avenue**, City of Lubbock, Lubbock County, Texas.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC3095-D
November 1, 2016

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

LAND SURVEYORS
CIVIL ENGINEERS

METES AND BOUNDS DESCRIPTION of an approximate 8.2 acre tract located in Section 22, Block A, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the South right-of-way line of North Loop 289, at the Northwest corner of Tract "A", Vasrim 786 Addition and the Northeast corner of this tract, which bears North approximately 3871.2 feet and East approximately 3141.4 feet from the Southwest corner of Section 22, Block A, Lubbock County, Texas;

THENCE S. 36°54'29" E., along the Western boundary of said Tract "A", an approximate distance of 456.9 feet to a point in the Western boundary of a 226.00 acre tract of land at the South corner of said Tract "A";

THENCE S. 00°02'29" W., along the Western boundary of said 226.00 acre tract, an approximate distance of 308.3 feet to the Southeast corner of this tract;

THENCE N. 89°59'27" W., at 20.0 feet, pass the Northeast corner of Lot 22, La Fiesta Estates, continuing along the Northern boundary of said Lot 22, at 120.0 feet pass the Northwest corner of said Lot 22, continuing across North Toledo Avenue and then along the centerline of a 20 foot alley, for a total approximate distance of 268.7 feet to a point;

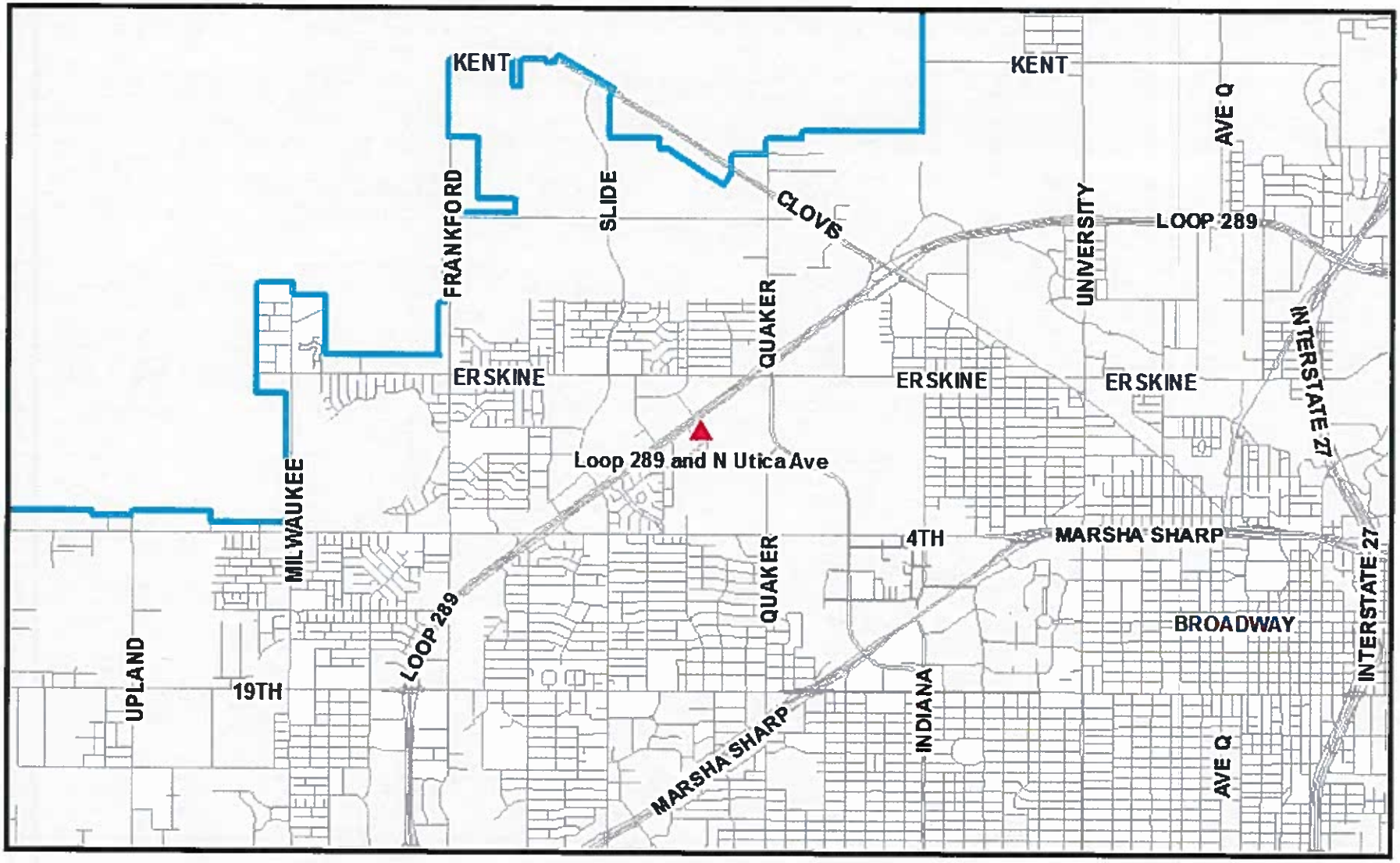
THENCE S. 53°02'56" W, continuing along the centerline of said alley, an approximate distance of 214.9 feet to the Centerline of North Utica Drive for the Southwest corner of this tract;

THENCE N. 36°53'32" W., along the centerline of said North Utica Drive, an approximate distance of 542.1 feet to a point in the South right-of-way line of said North Loop 289, for the Northwest corner of this tract;

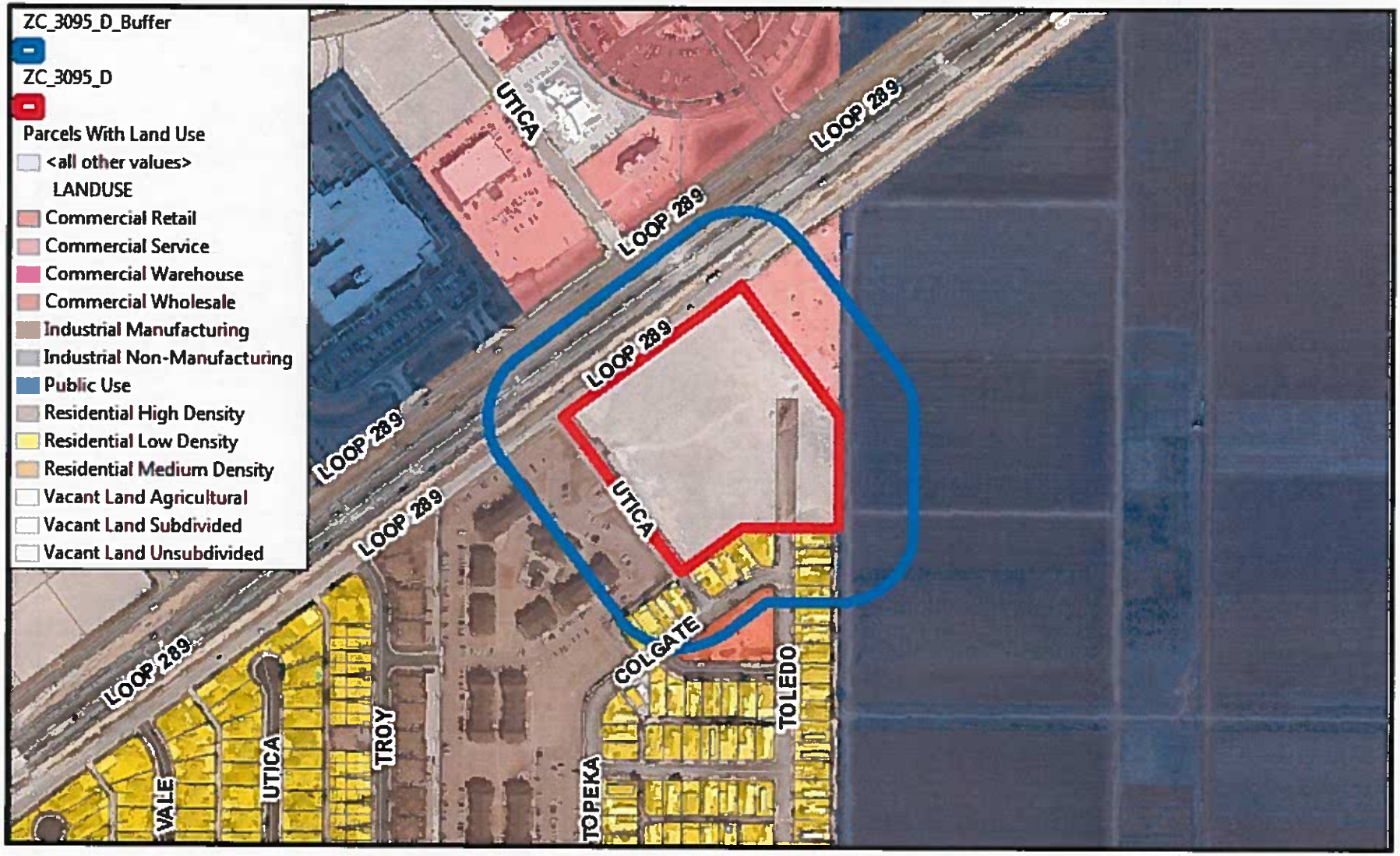
THENCE N. 53°05'32" E., along the Southern right-of-way line of said North Loop 289, an approximate distance of 614.9 feet to the Point of Beginning.

**PREPARED FOR ZONE CHANGE REQUEST ONLY, AND DOES NOT REPRESENT A SURVEY.**

Prepared for: Burkett Investments
October 11, 2016



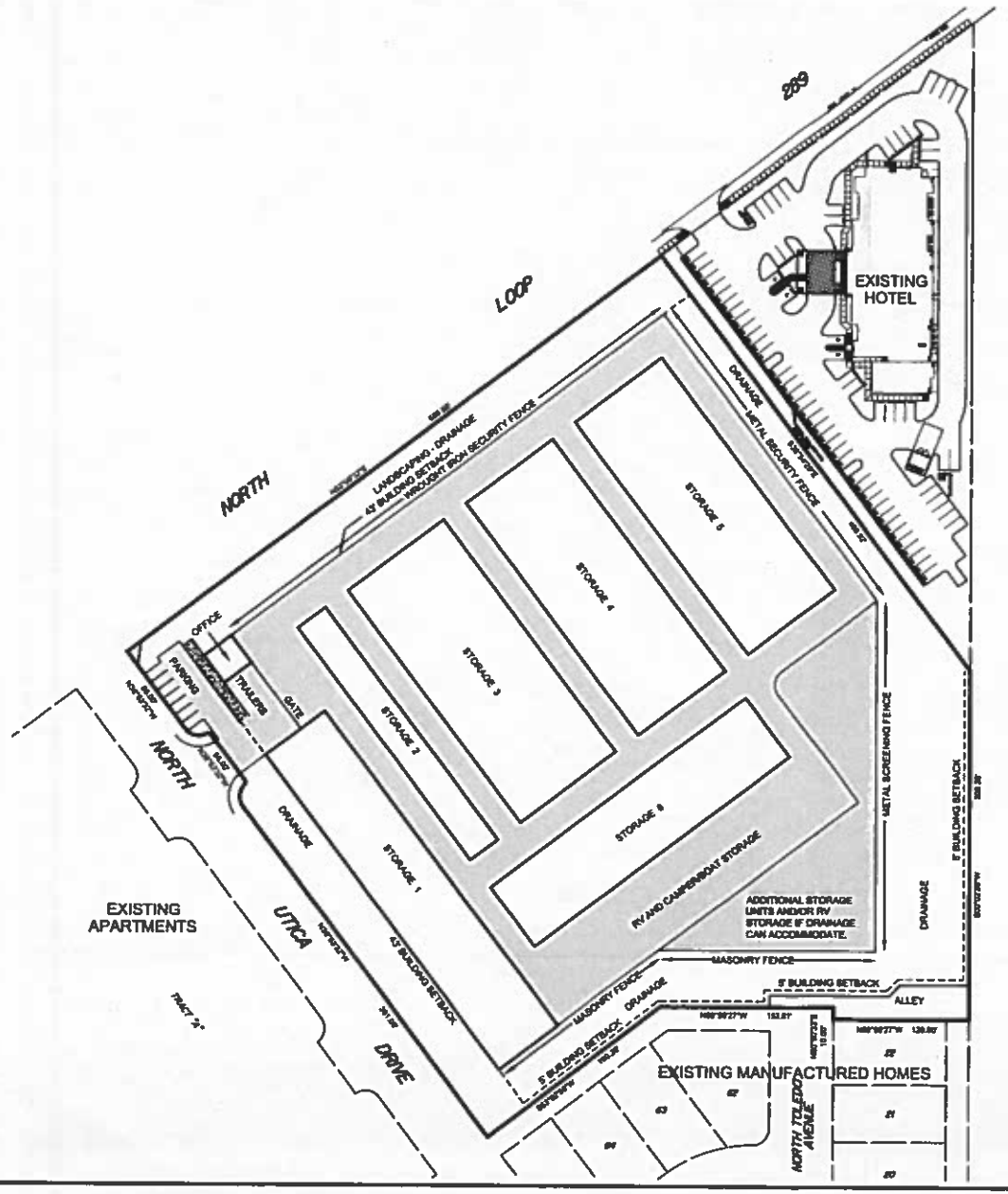

# P.Z.C. Case 3095-D




# P.Z.C. Case 3095-D

**Request of Hugo Reed and Associates, Inc. (for Burkett Investments) for a zoning change from A-2 to C-4 Specific Use for mini-warehouses, Southeast corner of North of Loop 289 and North Utica Avenue**

# C-4 SPECIFIC USE SITE PLAN

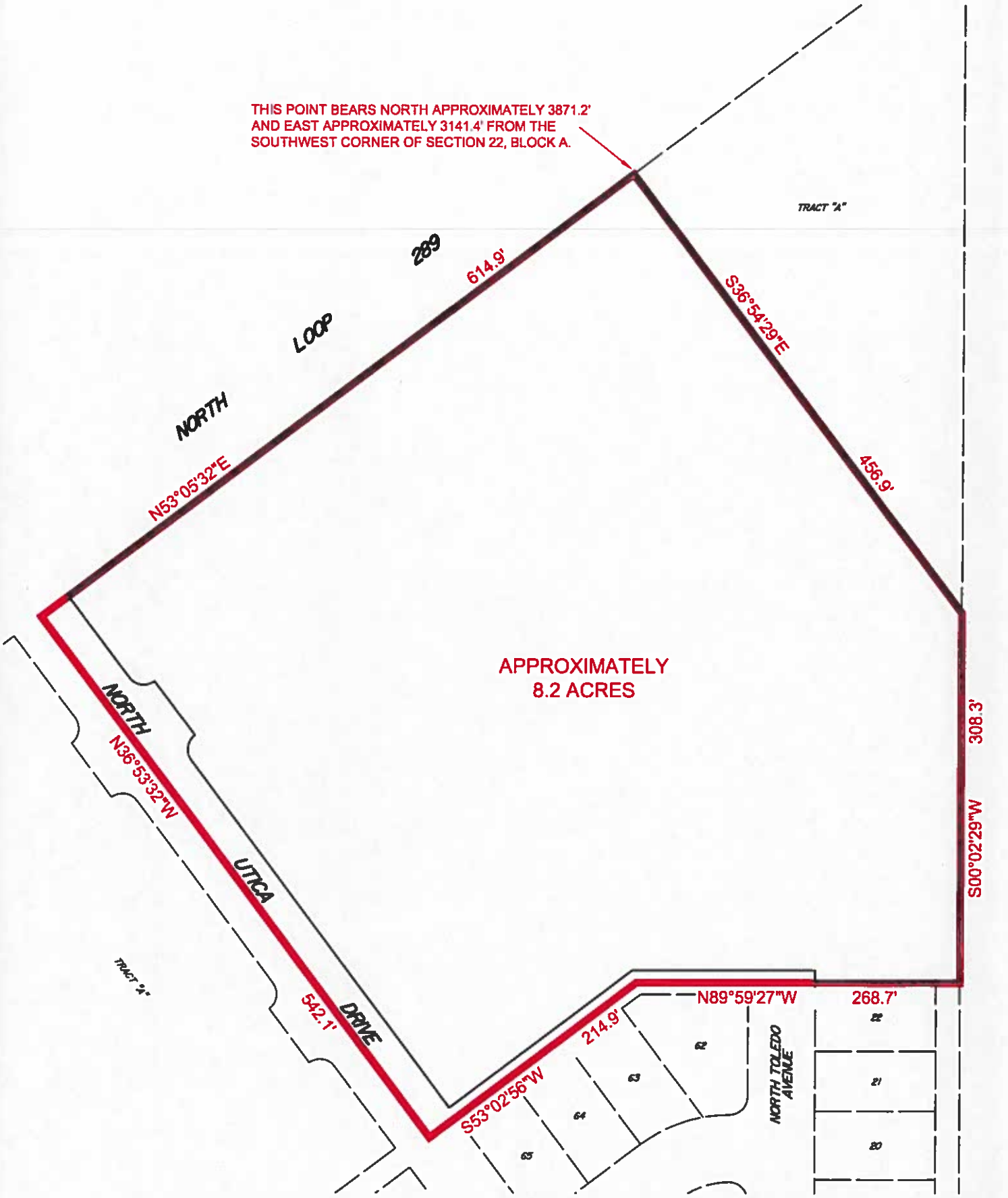



SITE PLAN CRITERIA:

1. THIS SITE PLAN IS BASED ON PRELIMINARY ASSUMPTIONS REGARDING LAND AREA WHICH MAY BE REQUIRED TO ACCOMMODATE IN-COMING DRAINAGE. FINAL SITE LAYOUT MAY BE ADJUSTED TO ACCOUNT FOR DRAINAGE STUDY PERFORMED AT A LATER DATE.
2. THIS PROJECT WILL BE CONSTRUCTED IN PHASES.
3. THIS SITE MAY INCLUDE ANY COMBINATION OF THE FOLLOWING
   a. OFFICE BUILDING
   b. TRAILER LEASE AND STORAGE NEAR OFFICE AREA
   c. MINUMIM 5 PARKING SPACES NEAR OFFICE INCLUDING REQUIRED ACCESSIBLE PARKING
   d. SINGLE STORY STORAGE UNITS ACCESSED FROM DRIVE LANES WITHIN SITE
   e. SINGLE STORY CLIMATE CONTROLLED STORAGE UNITS ACCESSED FROM BUILDING INTERIOR
   f. OUTSIDE STORAGE FOR RV'S, CAMPERS, BOATS, ETC - EITHER COVERED OR UNCOVERED AND NOT ADJACENT TO LOOP 289 OR NORTH UTICA DRIVE FRONTAGE
3. NO STORAGE OF FOODS, FLAMMABLES, NOXIOUS, OR HAZARDOUS MATERIALS
4. FENCING AND SCREENING
   a. LOOP 289 - SEE-THROUGH WROUGHT IRON FENCE
   b. NORTH UTICA DRIVE - OFFICE AND PARKING AREA OPEN. STORAGE BUILDING WALL (NO PENETRATIONS) TO FUNCTION AS SCREENING BARRIER
   c. SOUTH BOUNDARY ABUTTING RESIDENTIALLY ZONED PROPERTY - 6' MASONRY FENCE OR EQUIVALENT
   d. EAST BOUNDARY ABUTTING TTU (RESIDENTIALLY ZONED) - 6' METAL SCREENING FENCE OR EQUIVALENT
   e. EAST BOUNDARY ABUTTING HOTEL - SOLID METAL SCREENING FENCE OR BUILDING WALL WITH NO PENETRATIONS.
5. BUILDING MATERIALS
   a. OFFICE BUILDING SHALL BE MASONRY OR EQUIVALENT
   b. STORAGE BUILDING WALL FACING NORTH UTICA DRIVE - METAL WITH NO PENETRATIONS
   c. STORAGE BUILDING WALL FACING LOOP 289 - METAL WITH NO PENETRATIONS
7. YARD REQUIREMENTS (SETBACKS)
   a. LOOP 289 - 43'
   b. NORTH UTICA DRIVE - 43'
   c. SOUTH BOUNDARY ABUTTING RESIDENTIALLY ZONED PROPERTY - 5'
   d. EAST BOUNDARY ABUTTING TTU (RESIDENTIALLY ZONED) - 5'
   e. EAST BOUNDARY ABUTTING HOTEL - 0'
8. LANDSCAPING - MINIMUM 5% OF LOT AREA SITUATED ALONG LOOP 289 AND NORTH UTICA FRONTAGES

NORTH

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100575-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891




NOT TO SCALE

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100878-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-8642
FAX: 806 / 763-3891

# 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**
Burkett Investments
P.O. Box 725
Street/Post Office Box
Lovington, New Mexico 88260
City State Zip
(575) 496-9588
Telephone

**Location or Address:** North Loop 289 and North Utica Drive

**Legal Description:*** See metes and bounds description attached

**Existing Land Use:** Vacant **Existing Zoning:** A-2

**Acreage or Square Footage of Property:** 8.2 acres

**Zoning Requested:** C-4 Specific Use for Mini-Storage

**Proposed Development:** Mini-Storage

**If property is not subdivided, will preliminary plat be submitted?** Yes _____ No X

Terry Holeman
**Applicant's Signature**

October 11, 2016
**Date**

**Filing Fee:** $499 (Burkett #1095)
($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

MTB map 9

**Zone Case No.:** 3095-D **Agenda No.:** _____

**Request for zoning change from:** A-2 **To:** C-4 SP USE

8.2 acres of Unplatted land out of Block A Section 22

**on Lot(s):** — **Block(s):** —

**Subdivision:** — **Address:** 4601 N Loop 289

CC

**Regular City Council Meeting** **6. 7.**

**Meeting Date:** 12/01/2016

## Information

### Agenda Item

**Public Hearing 5:30 p.m. – Planning**: Consider a request for Zone Case 3298, a request of Hugo Reed and Associates, Inc., for Ford Development, for a zoning change from T and R-1 Specific Use to R-1 Specific Use for reduced setbacks, AM, IDP, C-3, and C-4 Specific Use for mini warehouses, and R-2 Specific Use for reduced setbacks on 140.3 acres of unplatted land out of Block AK, Section 4, north of 146th Street and west of Indiana Avenue, and consider an ordinance.

### Item Summary

General comments:
The request is for a zone change from T and R-1 Specific Use to R-1 Specific Use for reduced setbacks, AM, IDP, C-3, C-4 Specific Use for mini-warehouses and R-2 Specific Use for reduced setbacks.

Adjacent land uses:
North - One single-family home and vacant land, zoned A-2 andR-1 Specific Use
South - Outside city limits
East - Vacant land, zoned T
West - Single family homes and vacant land, zoned R-1 Specific Use

Comprehensive Land Use Plan (CLUP):
The request is consistent with the CLUP, with the exception of the request for IDP zoning. The applicant is requesting 9.4 acres of commercial zoning at the corner and 4.5 acres of industrial zoning north of the corner, placing it more than 660 feet from the intersection and totaling more than 10 acres.

Zoning Policy:
The request is consistent with zoning policies, with the exception of locating C-4 and IDP zoning adjacent to R-1 single-family residential zoning. However, since the property is currently vacant and the commercial zoning will be in place prior to any residential construction, staff does not see any issues with this proposal.

Effect on the adjacent street and thoroughfare system:
Any new construction of this size will bring additional traffic to the area. However, since the proposal is well thought out, the additional traffic should not be a detriment to the area.

On November 1, 2016, the Planning and Zoning Commission recommended the request with a unanimous vote, with the following conditions, and Staff also recommends the request with the following conditions:
1. That the setbacks on the property zoned R-1 Specific Use be:

a. 20’ front setback and 5’ front setback on cul-de-sac lots.
b. 5’ side setback on corner lots (excluding 146th Street and Memphis Avenue). Fences must meet the 5’ side setback.
c. 0’ setback for non-rear facing third car garage.

2. That the setbacks on the property zoned R-2 Specific Use be:
a. 20’ front setback and 5’ front setback on cul-de-sac lots.
b. 5’ side setback on corner lots (excluding 146th Street and Memphis Avenue). Fences must meet the 5’ side setback.

3. That an R-2 zoned lot be allowed to be used for storage and maintenance equipment for Kelsey Park neighborhood.

4. That the property zoned C-4 Specific Use be tied to the proposed site plan.

5. IDP Zoning limited to the following uses:
a. Any use unconditionally permitted in the C-2 zoning district
b. Office warehouse allowing retail and wholesale sales and allowing related storage, repair and fabrication of materials and equipment conducted inside the building.

Conditions:
c. There shall be no minimum ratio of lot width to lot depth (Sec. 40.03.2358)
d. There shall be no minimum lot size (Sec. 40.03.2359)
e. The maximum height shall be twenty-four (24) feet with no windows above ten (10) feet on any side adjacent to R-1 or R-2 zoning (even if separated by an alley). (Sec. 40.03.2363)
f. No outside storage is permitted (Sec. 40.03.2367)
g. For all buildings on the development lot, front and side building facades shall be 100% (excluding glass and door openings) brick, stone, stucco, or other similar non-metal and non-wood material. Painted CMU Masonry or metal siding is not permitted on front and side facades. Decorative metal awnings or roof tile awnings are permitted. (Sec. 40.03.2370)
h. Rear facades of all buildings may be metal or painted masonry similar in color to the front and side building materials.
i. Garage doors, loading docks, and other receiving area access doors are permitted on the rear facade only. However, if an additional building is placed on the lot behind the main front building, garage doors, loading docks, and other receiving area access doors are permitted on the front facade of the additional building as long as said doors are not visible from the street.
j. Solid waste service shall be handled within the development lot. Trash enclosures shall be located behind front line of the building. No vehicular or pedestrian access is permitted from the development lot to alleys abutting any residentially zoned district (including apartments).
k. A masonry rear facade of a building may be utilized in lieu of the standard required screening fence where the development lot abuts residentially zoned property. Said masonry wall may not contain any doors, windows, or other forms of access to the alley.
l. Prior to issuance of any building permit, site development plans and building elevations shall be approved by the Planning and Zoning Commission in accordance with Section 40.03.2371 of the Lubbock Code of Ordinances.

**Fiscal Impact**

None.

**Staff/Board Recommending**

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

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**Attachments**

Ordinance - 3298
Map - Zone Case 3298

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. 3298;** A ZONING CHANGE FROM **T AND R-1 SPECIFIC USE** TO **R-1 SPECIFIC USE** FOR **REDUCED SETBACKS, AM, IDP, C-3, C-4 SPECIFIC USE FOR MINI WAREHOUSES, AND R-2 SPECIFIC USE FOR REDUCED SETBACKS**, ON **140.3 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 4,** 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. 3298**

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

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T and R-1 Specific Use** TO **R-1 Specific Use** for **reduced setbacks, AM, IDP, C-3, C-4 Specific Use for mini warehouses, and R-2 Specific Use for reduced setbacks**, ON **140.3 acres of unplatted land out of Block AK, Section 4,** City of Lubbock, Lubbock County, Texas, located at **North of 146th Street and West of Indiana Avenue,** subject to conditions, and being further described as follows:

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

**SUBJECT TO THE FOLLOWING CONDITIONS:**

1. **THAT the setbacks on the property zoned R-1 Specific Use be:**
   a. **20' front setback and 5' front setback on cul-de-sac lots.**
   b. **5' side setback on corner lots (excluding 146th Street and Memphis Avenue). Fences must meet the 5' side setback.**
   c. **0' setback for non-rear facing third car garage.**
2. **THAT the setbacks on the property zoned R-2 Specific Use be:**
   a. **20' front setback and 5' front setback on cul-de-sac lots.**
   b. **5' side setback on corner lots (excluding 146th Street and Memphis Avenue). Fences must meet the 5' side setback.**
3. **THAT an R-2 zoned lot be allowed to be used for storage and maintenance equipment for Kelsey Park neighborhood.**
4. **THAT the property zoned C-4 Specific Use be tied to the proposed site plan.**
5. **THAT IDP Zoning limited to the following:**
   a. **Any use unconditionally permitted in the C-2 zoning district.**
   b. **Office warehouse allowing retail and wholesale sales and allowing related storage, repair and fabrication of materials and equipment conducted inside the building.**
   c. **There shall be no minimum ratio of lot width to lot depth.**
   d. **There shall be no minimum lot size.**

e. **The maximum height shall be twenty-four (24) feet with no windows above ten (10) feet on any side adjacent to R-1 or R-2 zoning (even if separated by an alley).**

f. **No outside storage is permitted.**

g. **For all buildings on the development lot, front and side building facades shall be 100% (excluding glass and door openings) brick, stone, stucco, or other similar non-metal and non-wood material. Painted CMU Masonry or metal siding is not permitted on front and side facades. Decorative metal awnings or roof tile awnings are permitted.**

h. **Rear facades of all buildings may be metal or painted masonry similar in color to the front and side building materials.**

i. **Garage doors, loading docks, and other receiving area access doors are permitted on the rear facade only. However, if an additional building is placed on the lot behind the main front building, garage doors, loading docks, and other receiving area access doors are permitted on the front facade of the additional building so long as said doors are not visible from the street.**

j. **Solid waste service shall be handled within the development lot. Trash enclosures shall be located behind front line of the building. No vehicular or pedestrian access is permitted from the development lot to alleys abutting any residentially zoned district (including apartments).**

k. **A masonry rear facade of a building may be utilized In lieu of the standard required screening fence where the development lot abuts residentially zoned property. Said masonry wall may not contain any doors, windows, or other forms of access to the alley.**

l. **Prior to issuance of any building permit, site development plans and building elevations shall be approved by the Planning and Zoning Commission in accordance with Section 40.03.2371 of the Lubbock Code of Ordinances.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property

shall automatically revert back to the previous zoning classification, which in this case is the **T and R-1 Specific Use** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **North of 146th Street and West of Indiana Avenue**, City of Lubbock, Lubbock County, Texas.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC3298
November 1, 2016

LAND SURVEYORS
CIVIL ENGINEERS

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

# PROPOSED R-1 SPECIFIC USE ZONING

METES AND BOUNDS DESCRIPTION of an approximate 108.3 acre tract of land located in Section 4, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the South line of said Section 4, Block AK, for the most Southerly Southeast corner of this tract which bears N. 88°12'49" W. an approximate distance of 669.4 feet from the Southeast corner of Section 4, Block AK, Lubbock County, Texas;

THENCE N. 88°12'49" W., along the South line of said Section 4, Block AK, an approximate distance of 984.8 feet to a point for the most Southerly Southwest corner of this tract;

THENCE N. 01°47'11" E. an approximate distance of 321.0 feet to a point for a corner of this tract;

THENCE N. 88°12'49" W. an approximate distance of 93.7 feet to a point;

THENCE N. 77°12'49" W. an approximate distance of 462.0 feet to a point;

THENCE N. 82°47'19" W. an approximate distance of 198.2 feet to a point;

THENCE N. 88°12'49" W. an approximate distance of 241.1 feet to a point for the most Westerly Southwest corner of this tract;

THENCE N. 01°47'11" E. an approximate distance of 367.4 feet to a point;

THENCE N. 23°03'58" E. an approximate distance of 481.8 feet to a point;

THENCE N. 12°38'11" E. an approximate distance of 505.4 feet to a point for the most Westerly Northwest corner of this tract;

THENCE S. 77°21'49" E. an approximate distance of 395.4 feet to a point for a corner of this tract;

THENCE N. 01°46'31" E. an approximate distance of 976.2 feet to a point for the most Northerly Northwest corner of this tract;

THENCE S. 88°13'28" E. an approximate distance of 1407.2 feet to a point for the most Northerly Northeast corner of this tract;

THENCE S. 01°46'31" W. an approximate distance of 380.7 feet to a point for a corner of this tract;

THENCE S. 88°13'50" E. an approximate distance of 232.8 feet to a point for a corner of this tract;

THENCE S. 01°45'55" W. an approximate distance of 571.9 feet to a point for a corner of this tract;

THENCE S. 88°10'11" E. an approximate distance of 341.0 feet to a point in the East line of said Section 4, Block AK, for the most Easterly Northeast corner of this tract;

THENCE S. 01°45'55" W., along the East line of said Section 4, Block AK, an approximate distance of 270.7 feet to a point for the most Easterly Southeast corner of this tract;

THENCE N. 88°12'49" W. an approximate distance of 363.1 feet to a point for a corner of this tract;

THENCE S. 01°47'11" W. an approximate distance of 805.0 feet to a point for a corner of this tract;

THENCE N. 88°12'49" W. an approximate distance of 305.8 feet to a point for a corner of this tract;

THENCE S. 01°47'11" W. an approximate distance of 613.0 feet to the Point of Beginning.

Contains: Approximately 108.3 Acres

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPESENT A SURVEY.

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

LAND SURVEYORS
CIVIL ENGINEERS

# PROPOSED AM ZONING

METES AND BOUNDS DESCRIPTION of an approximate 5.0 acre tract of land located in Section 4, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the East line of said Section 4, Block AK, for the Southeast corner of this tract which bears N. 01°45'55" E. an approximate distance of 2261.0 feet from the Southeast corner of Section 4, Block AK, Lubbock County, Texas;

THENCE N. 88°13'50" W. an approximate distance of 573.8 feet to a point for the Southwest corner of this tract;

THENCE N. 01°46'31" E. an approximate distance of 380.7 feet to a point for the Northwest corner of this tract;

THENCE S. 88°13'28" E. an approximate distance of 573.7 feet to a point in the East line of said Section 4, Block AK, for the Northeast corner of this tract;

THENCE S. 01°45'55" W., along the East line of said Section 4, Block AK, an approximate distance of 380.6 feet to the Point of Beginning.

Contains: Approximately 5.0 Acres

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPESENT A SURVEY.

LAND SURVEYORS
CIVIL ENGINEERS

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# PROPOSED AM ZONING

METES AND BOUNDS DESCRIPTION of an approximate 2.2 acre tract of land located in Section 4, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the East line of said Section 4, Block AK, for the Southeast corner of this tract which bears N. 01°45'55" E. an approximate distance of 1157.5 feet from the Southeast corner of Section 4, Block AK, Lubbock County, Texas;

THENCE N. 88°12'49" W. an approximate distance of 363.2 feet to a point for the Southwest corner of this tract;

THENCE N. 01°47'11" E. an approximate distance of 260.5 feet to a point for the Northwest corner of this tract;

THENCE S. 88°12'49" E. an approximate distance of 363.1 feet to a point in the East line of said Section 4, Block AK, for the Northeast corner of this tract;

THENCE S. 01°45'55" W., along the East line of said Section 4, Block AK, an approximate distance of 260.5 feet to the Point of Beginning.

Contains: Approximately 2.2 Acres

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPESENT A SURVEY.

LAND SURVEYORS
CIVIL ENGINEERS

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## PROPOSED AM ZONING

METES AND BOUNDS DESCRIPTION of an approximate 3.1 acre tract of land located in Section 4, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the East line of said Section 4, Block AK, for the Southeast corner of this tract which bears N. 01°45'55" E. an approximate distance of 1688.7 feet from the Southeast corner of Section 4, Block AK, Lubbock County, Texas;

THENCE N. 88°10'11" W. an approximate distance of 341.0 feet to a point for the Southwest corner of this tract;

THENCE N. 01°45'55" E. an approximate distance of 391.9 feet to a point for the Northwest corner of this tract;

THENCE S. 88°14'05" E. an approximate distance of 341.0 feet to a point in the East line of said Section 4, Block AK, for the Northeast corner of this tract;

THENCE S. 01°45'55" W., along the East line of said Section 4, Block AK, an approximate distance of 392.3 feet to the Point of Beginning.

Contains: Approximately 3.1 Acres

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPESENT A SURVEY.

LAND SURVEYORS
CIVIL ENGINEERS

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TEXAS LICENSED SURVEYING FIRM 100676-00

# PROPOSED IDP ZONING

METES AND BOUNDS DESCRIPTION of an approximate 4.5 acre tract of land located in Section 4, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the East line of said Section 4, Block AK, for the Southeast corner of this tract which bears N. 01°45'55" E. an approximate distance of 613.0 feet from the Southeast corner of Section 4, Block AK, Lubbock County, Texas;

THENCE N. 88°12'49" W. an approximate distance of 363.4 feet to a point for the Southwest corner of this tract;

THENCE N. 01°47'11" E. an approximate distance of 544.5 feet to a point for the Northwest corner of this tract;

THENCE S. 88°12'49" E. an approximate distance of 363.2 feet to a point in the East line of said Section 4, Block AK, for the Northeast corner of this tract;

THENCE S. 01°45'55" W., along the East line of said Section 4, Block AK, an approximate distance of 544.5 feet to the Point of Beginning.

Contains: Approximately 4.5 Acres

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPESENT A SURVEY.

HUGO REED AND ASSOCIATES, INC.
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TEXAS LICENSED SURVEYING FIRM 100676-00

LAND SURVEYORS
CIVIL ENGINEERS

# PROPOSED C-3 ZONING

METES AND BOUNDS DESCRIPTION of an approximate 4.8 acre tract of land located in Section 4, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Southeast corner of this tract, same being the Southeast corner of Section 4, Block AK, Lubbock County, Texas;

THENCE N. 88°12'49" W., along the South line of said Section 4, Block AK, an approximate distance of 509.4 feet to a point for the Southwest corner of this tract;

THENCE N. 01°47'11" E. an approximate distance of 408.0 feet to a point for the Northwest corner of this tract;

THENCE S. 88°12'49" E. an approximate distance of 509.3 feet to a point in the East line of said Section 4, Block AK, for the Northeast corner of this tract;

THENCE S. 01°45'55" W., along the East line of said Section 4, Block AK, an approximate distance of 408.0 feet to the Point of Beginning.

Contains: Approximately 4.8 Acres

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPESENT A SURVEY.

LAND SURVEYORS
CIVIL ENGINEERS

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

# PROPOSED C-4 SPECIFIC USE ZONING

METES AND BOUNDS DESCRIPTION of an approximate 4.6 acre tract of land located in Section 4, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the South line of said Section 4, Block AK, for the most Southerly Southeast corner of this tract which bears N. 88°12'49" W. an approximate distance of 509.4 feet from the Southeast corner of Section 4, Block AK, Lubbock County, Texas;

THENCE N. 88°12'49" W., along the South line of said Section 4, Block AK, an approximate distance of 160.0 feet to a point for the Southwest corner of this tract;

THENCE N. 01°47'11" E. an approximate distance of 613.0 feet to a point for the Northwest corner of this tract;

THENCE S. 88°12'49" E. an approximate distance of 669.2 feet to a point in the East line of said Section 4, Block AK, for the Northeast corner of this tract;

THENCE S. 01°45'55" W., along the East line of said Section 4, Block AK, an approximate distance of 205.0 feet a point for the most Easterly Southeast corner of this tract;

THENCE N. 88°12'49" W. an approximate distance of 509.3 feet to a point for a corner of this tract;

THENCE S. 01°47'11" W. an approximate distance of 408.0 feet to the Point of Beginning.

Contains: Approximately 4.6 Acres

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPESENT A SURVEY.

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
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## PROPOSED R-2 SPECIFIC USE ZONING
### (WITH A TRACT IDENTIFIED FOR STORAGE OF EQUIPMENT FOR MAINTAINING THE SUBDIVISION)

METES AND BOUNDS DESCRIPTION of an approximate 7.8 acre tract of land located in Section 4, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the South line of said Section 4, Block AK, for the Southeast corner of this tract which bears N. 88°12'49" W. an approximate distance of 1654.2 feet from the Southeast corner of Section 4, Block AK, Lubbock County, Texas;

THENCE N. 88°12'49" W., along the South line of said Section 4, Block AK, an approximate distance of 327.2 feet to a point for a corner of this tract;

THENCE N. 01°46'38" E. an approximate distance of 260.5 feet to a point for a corner of this tract;

THENCE N. 88°13'22" W. an approximate distance of 160.0 feet to a point for a corner of this tract;

THENCE S. 01°46'38" W. an approximate distance of 260.4 feet to a point in the South line of said Section 4, Block AK, for a corner of this tract;

THENCE N. 88°12'49" W., along the South line of said Section 4, Block AK, an approximate distance of 498.6 feet to a point for the Southwest corner of this tract;

THENCE N. 01°47'11" E. an approximate distance of 426.7 feet to a point for the Northwest corner of this tract;

THENCE S. 88°12'49" E. an approximate distance of 241.1 feet to a point;

THENCE S. 82°47'19" E. an approximate distance of 198.2 feet to a point;

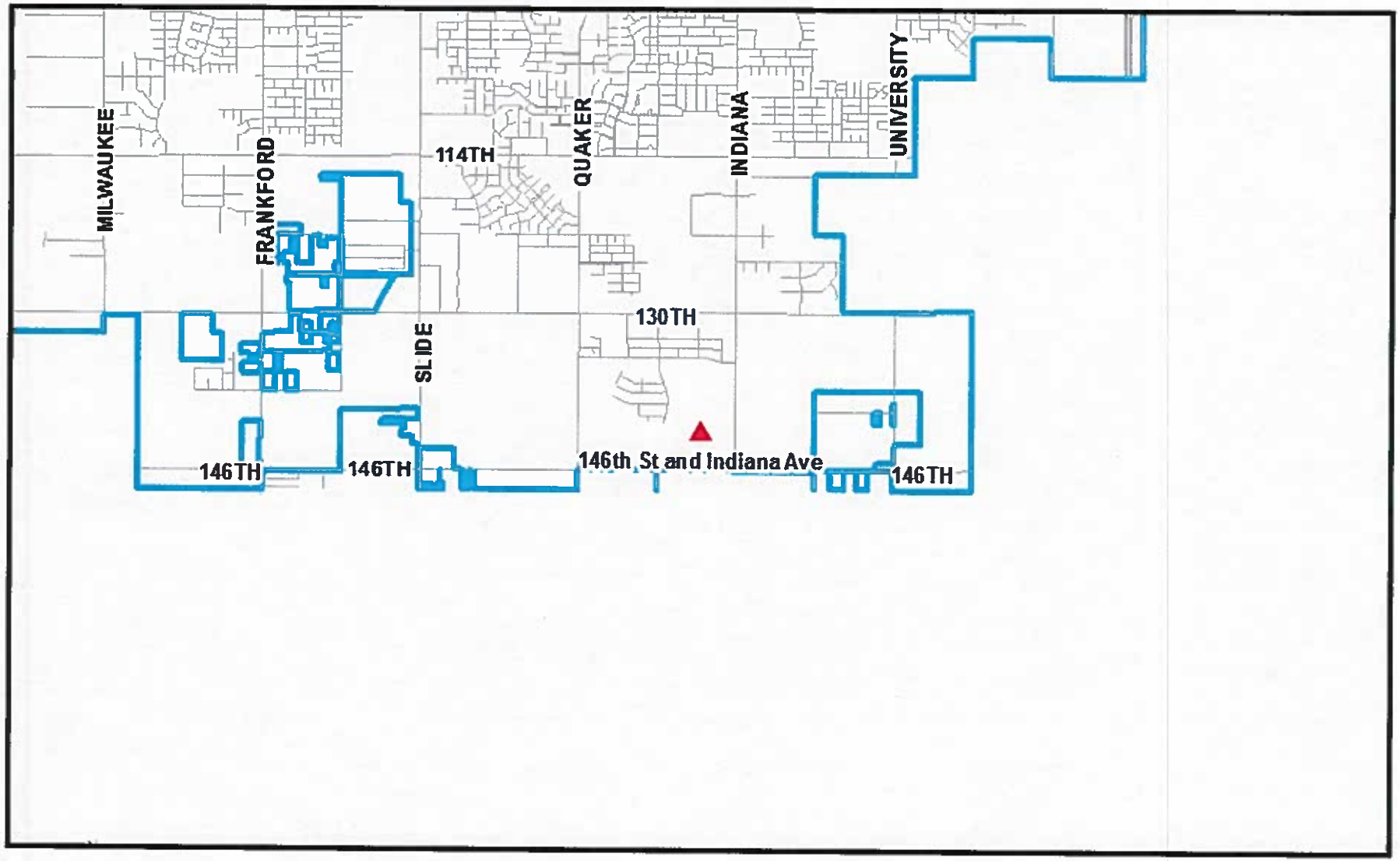
THENCE S. 77°21'49" E. an approximate distance of 462.0 feet to a point;

THENCE S. 88°12'49" E. an approximate distance of 93.7 feet to a point for the Northeast corner of this tract;

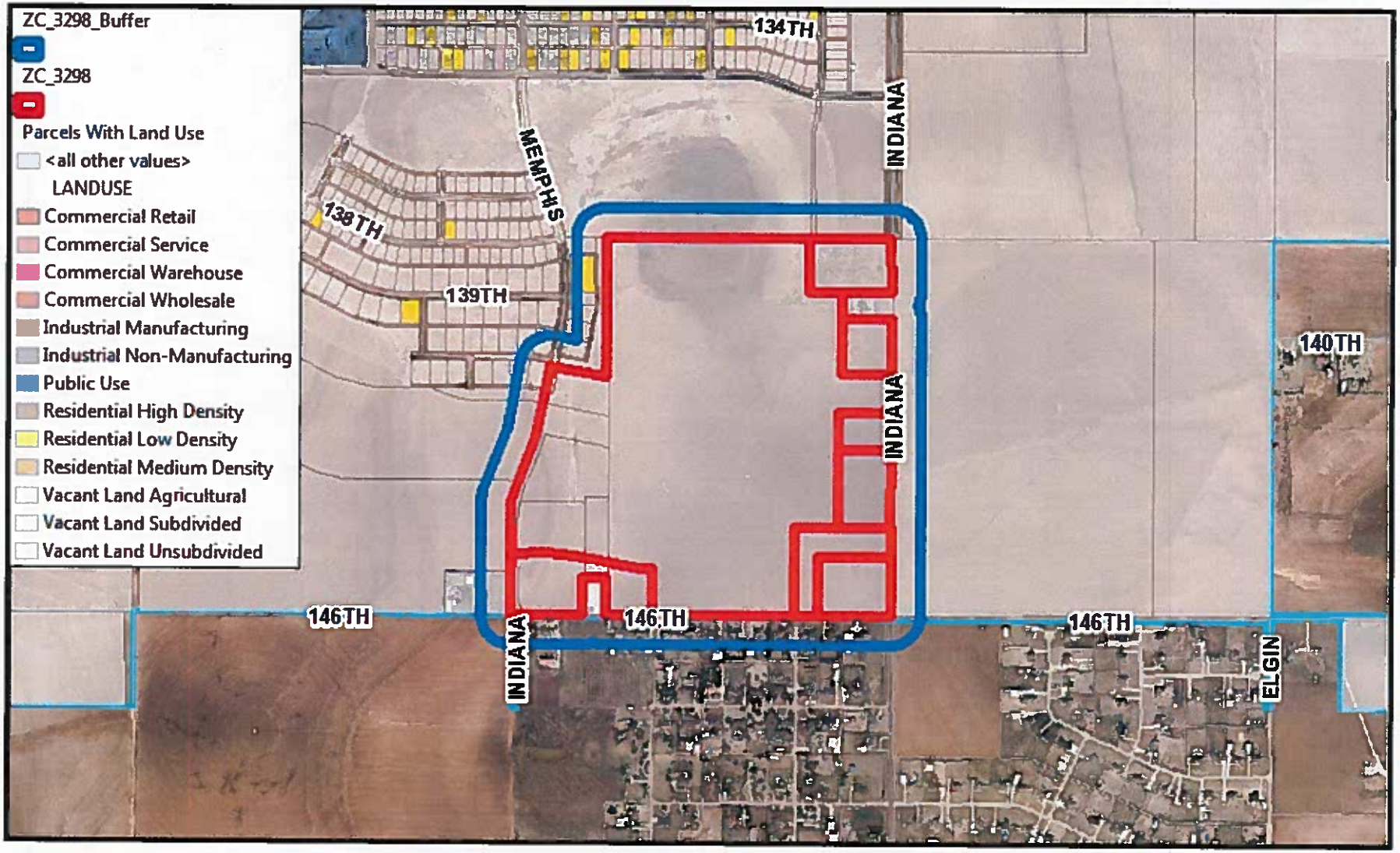
THENCE S. 01°47'11" W. an approximate distance of 321.0 feet to the Point of Beginning.

Contains: Approximately 7.8 Acres

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPESENT A SURVEY.




# P.Z.C. Case 3298




# P.Z.C. Case 3298

**Request of Hugo Reed and Associates, Inc. (for Ford Development) for a zoning change from T and R-1 Specific Use to R-1 Specific Use for reduced setbacks, AM, IDP, C-3, C-4 Specific Use for mini warehouses, and R-2 Specific Use for reduced setbacks, North of 146th Street and West of Indiana Avenue**

1013

EXIT

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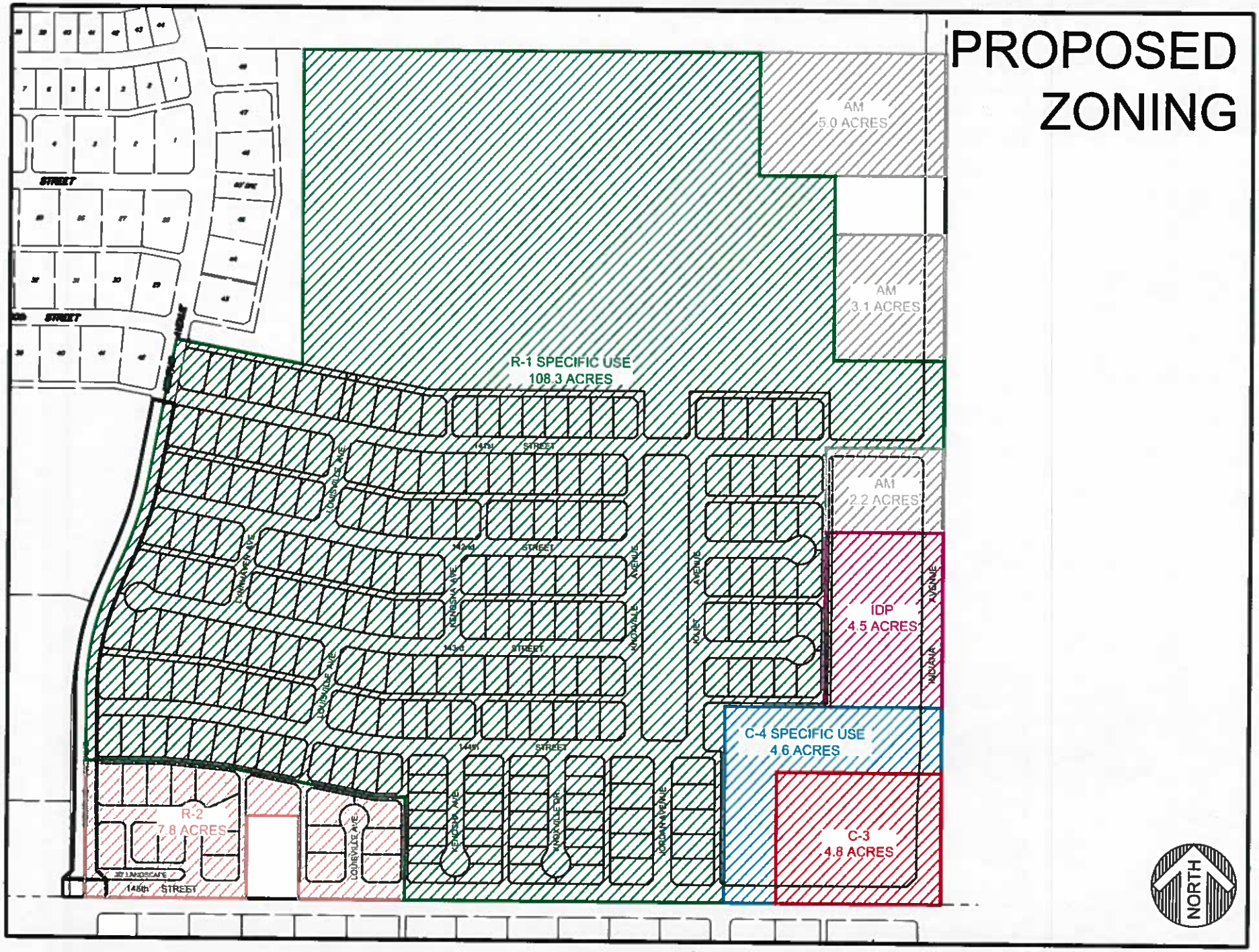
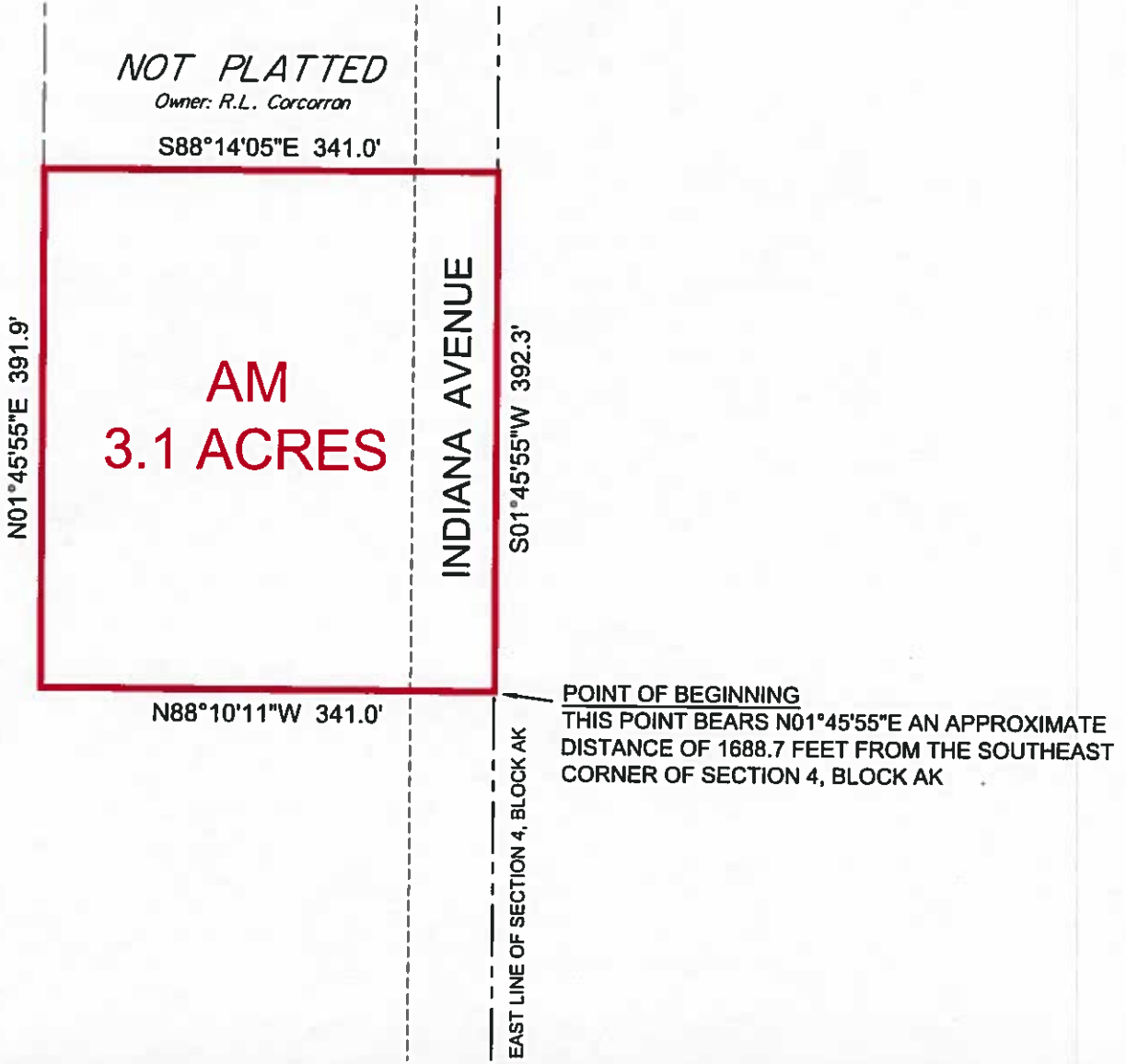

PROPOSED ZONING
AM
5.0 ACRES
AM
3.1 ACRES
R-1 SPECIFIC USE
108.3 ACRES
AM
2.2 ACRES
IDP
4.5 ACRES
C-4 SPECIFIC USE
4.6 ACRES
C-3
4.8 ACRES
R-2
7.8 ACRES
NORTH
STREET
LOUISVILLE AVE.
INDIANA AVENUE

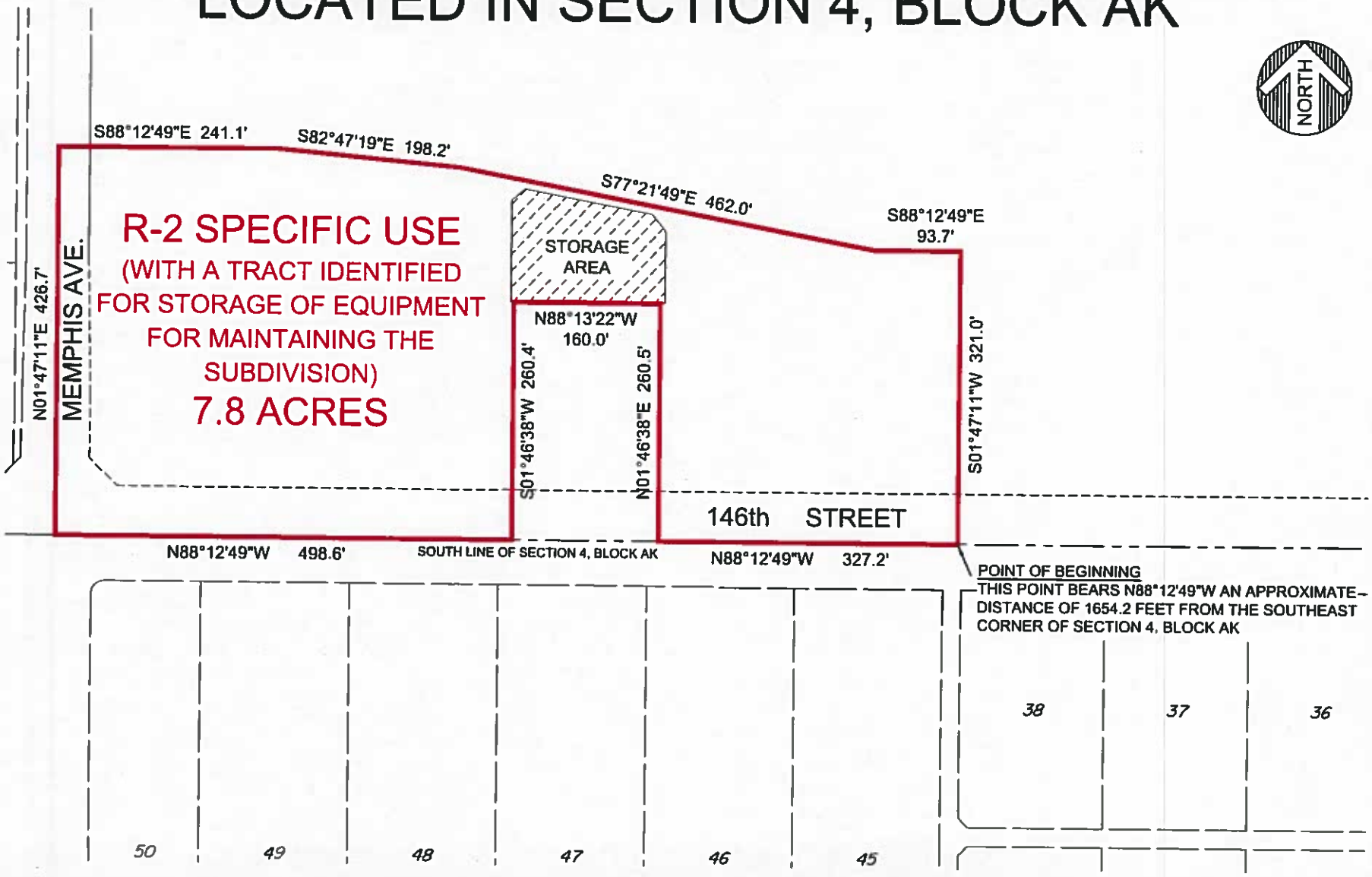
# PROPOSED AM ZONING
# LOCATED IN SECTION 4, BLOCK AK



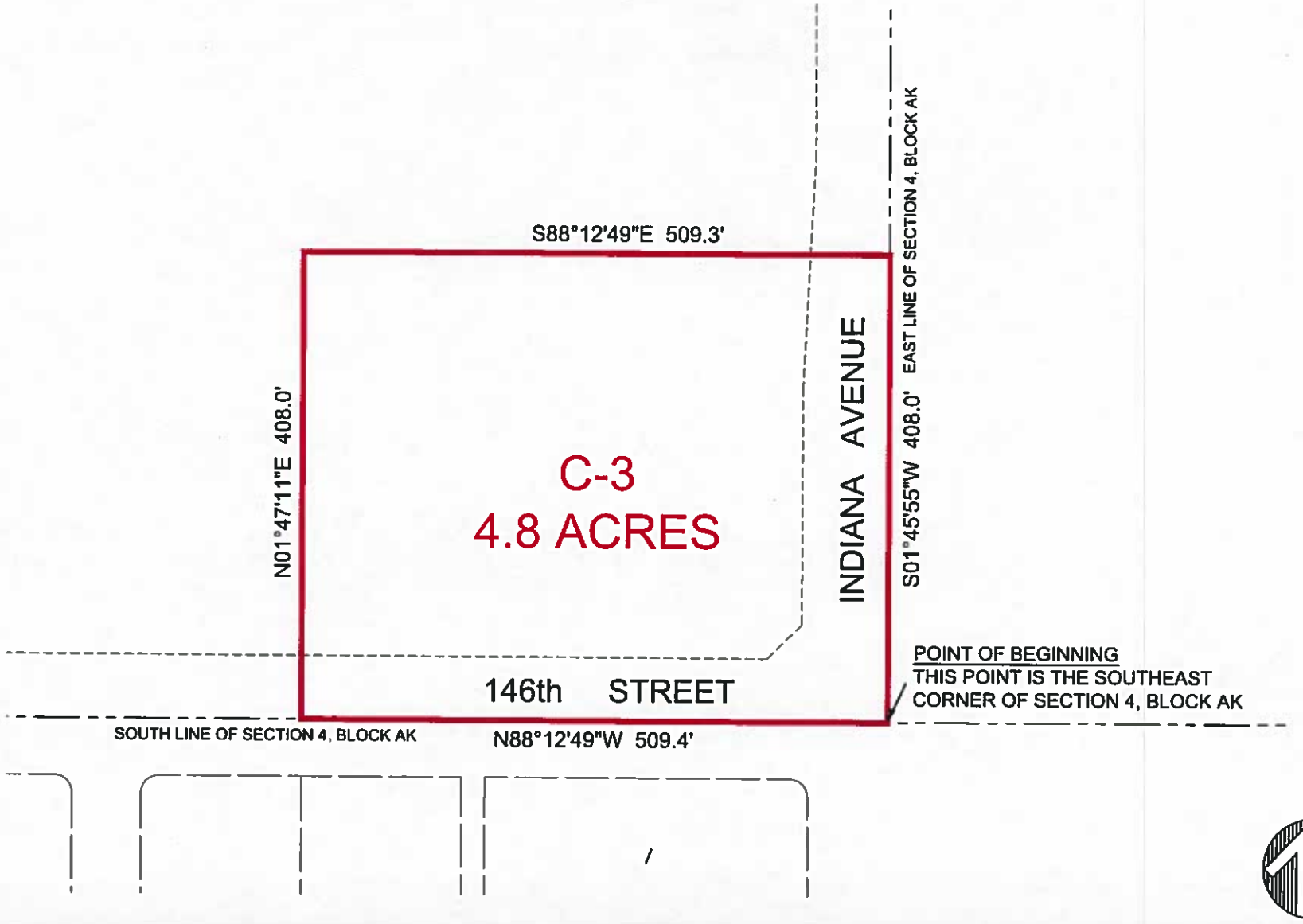
# PROPOSED R-2 SPECIFIC USE ZONING

(WITH A TRACT IDENTIFIED FOR STORAGE OF EQUIPMENT FOR MAINTAINING THE SUBDIVISION)

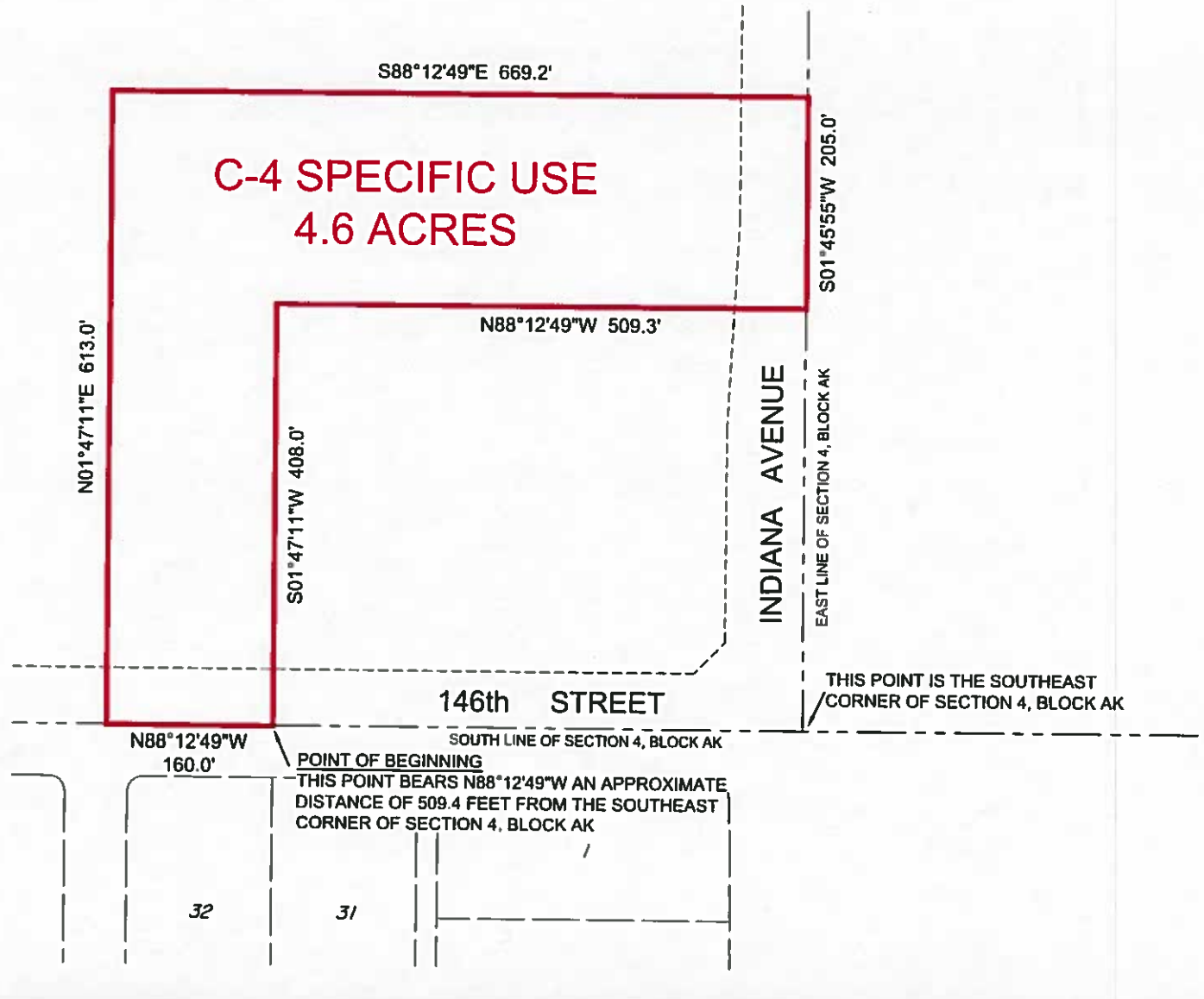
# LOCATED IN SECTION 4, BLOCK AK



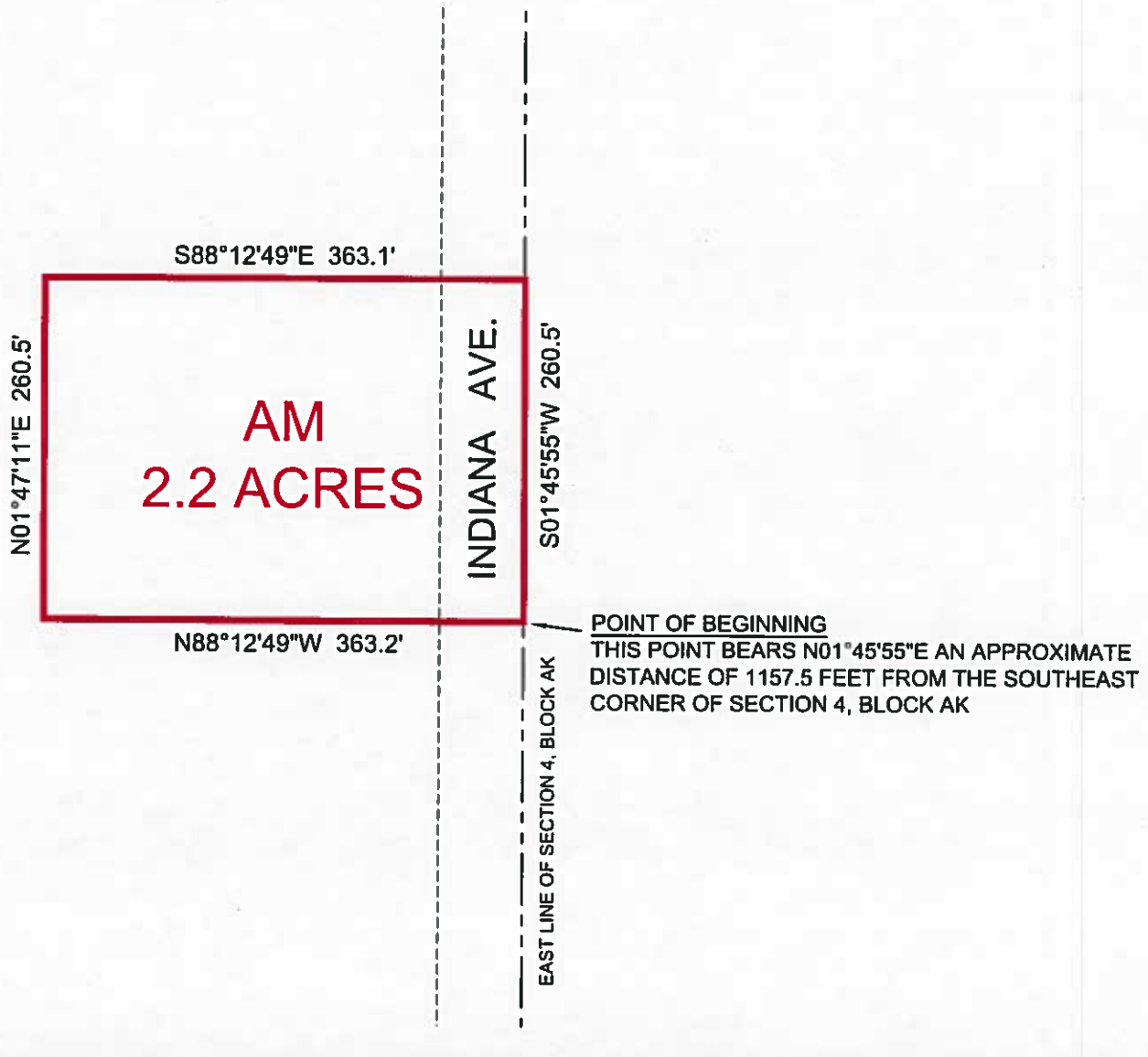
# PROPOSED C-3 ZONING LOCATED IN SECTION 4, BLOCK AK



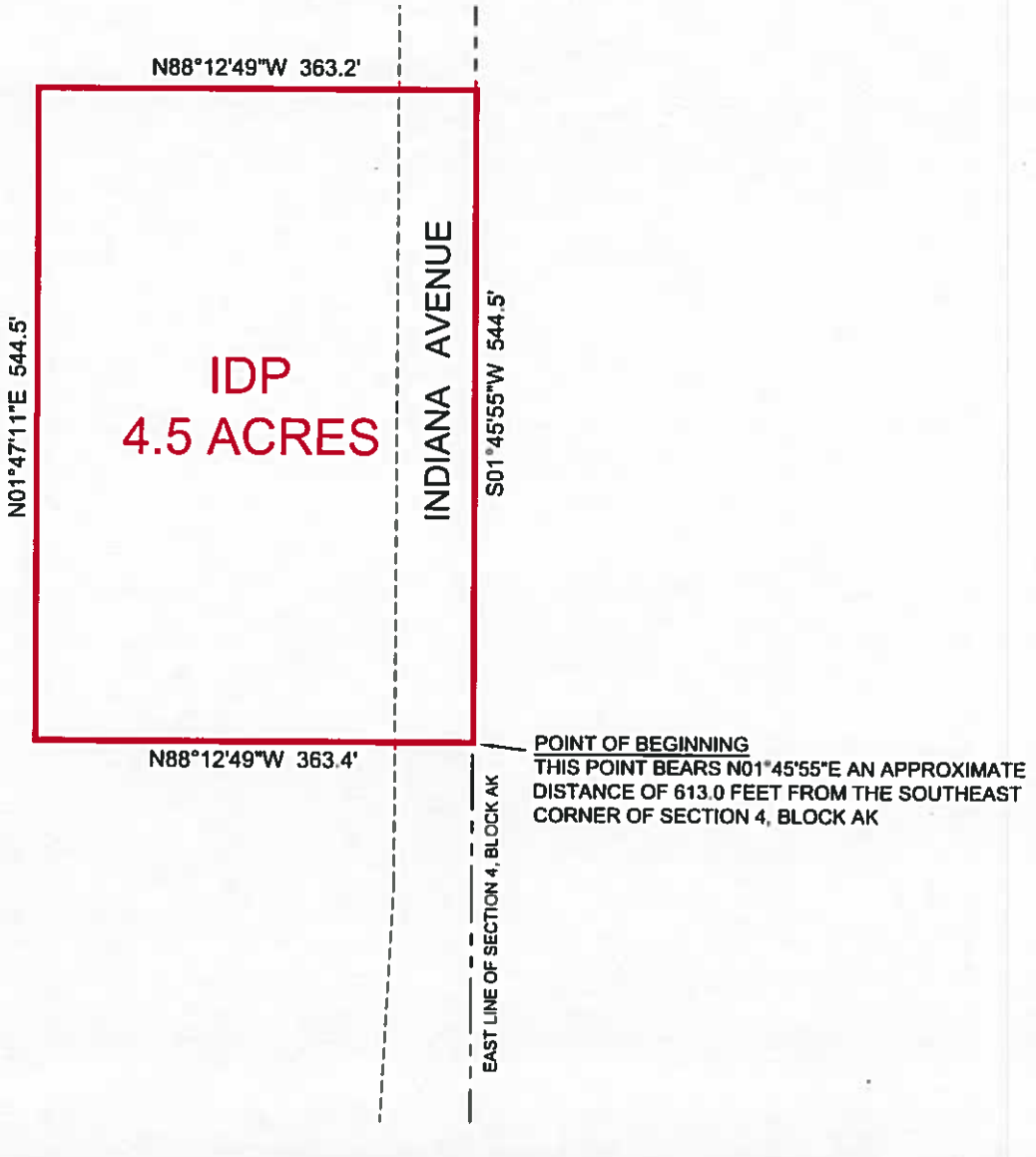
# PROPOSED C-4 SPECIFIC USE ZONING LOCATED IN SECTION 4, BLOCK AK



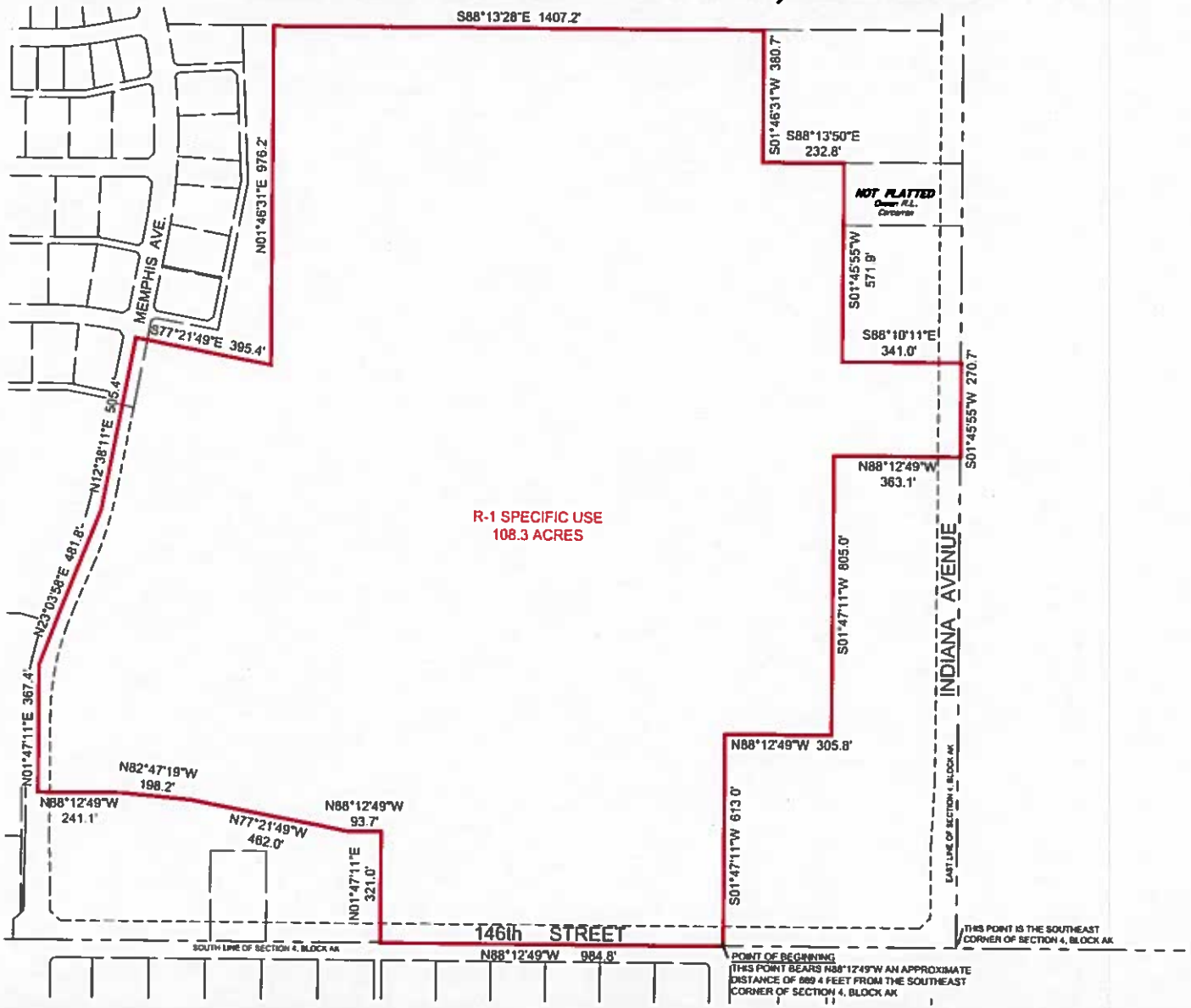
# PROPOSED AM ZONING
# LOCATED IN SECTION 4, BLOCK AK



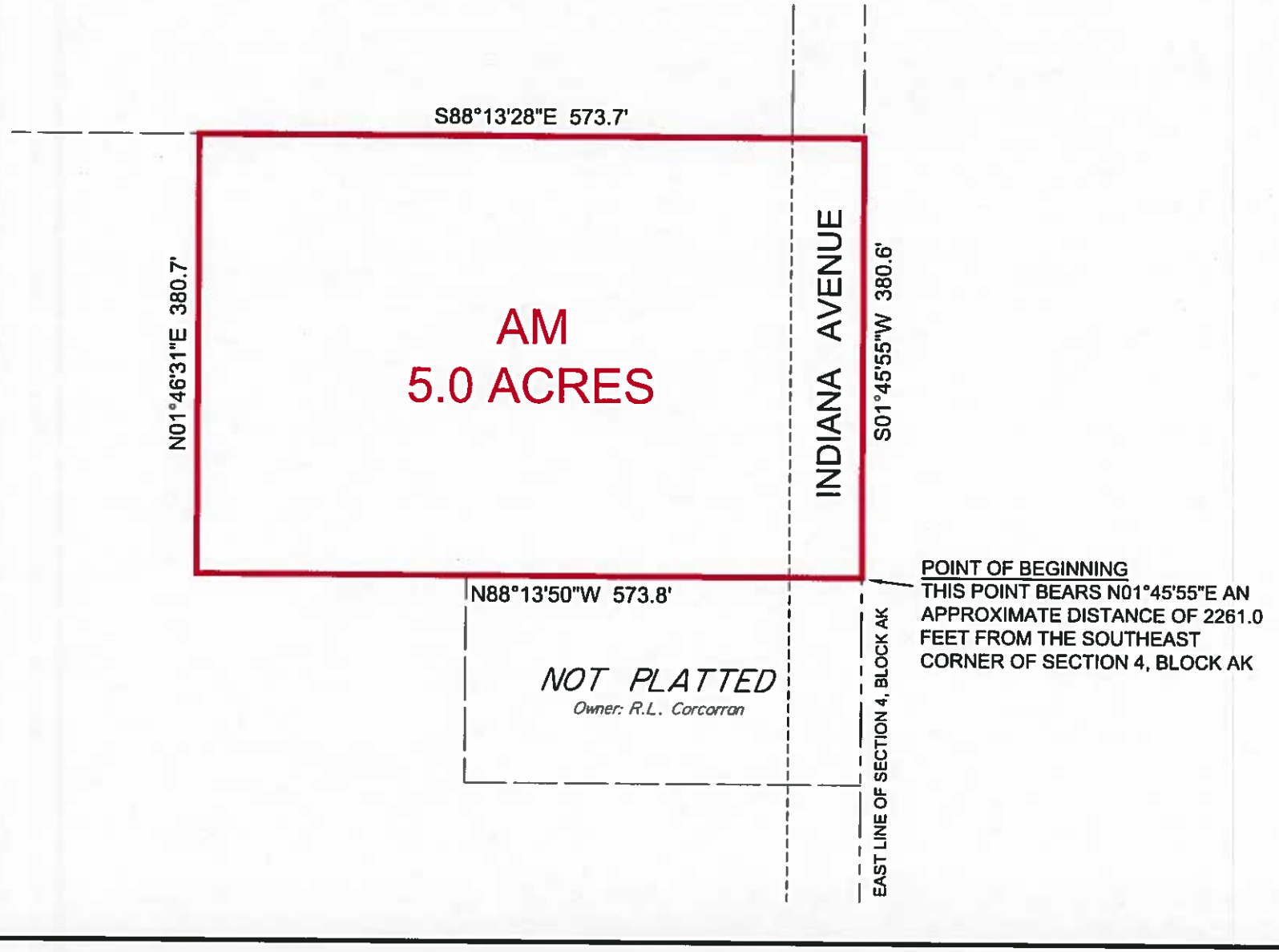
# PROPOSED IDP ZONING
# LOCATED IN SECTION 4, BLOCK AK

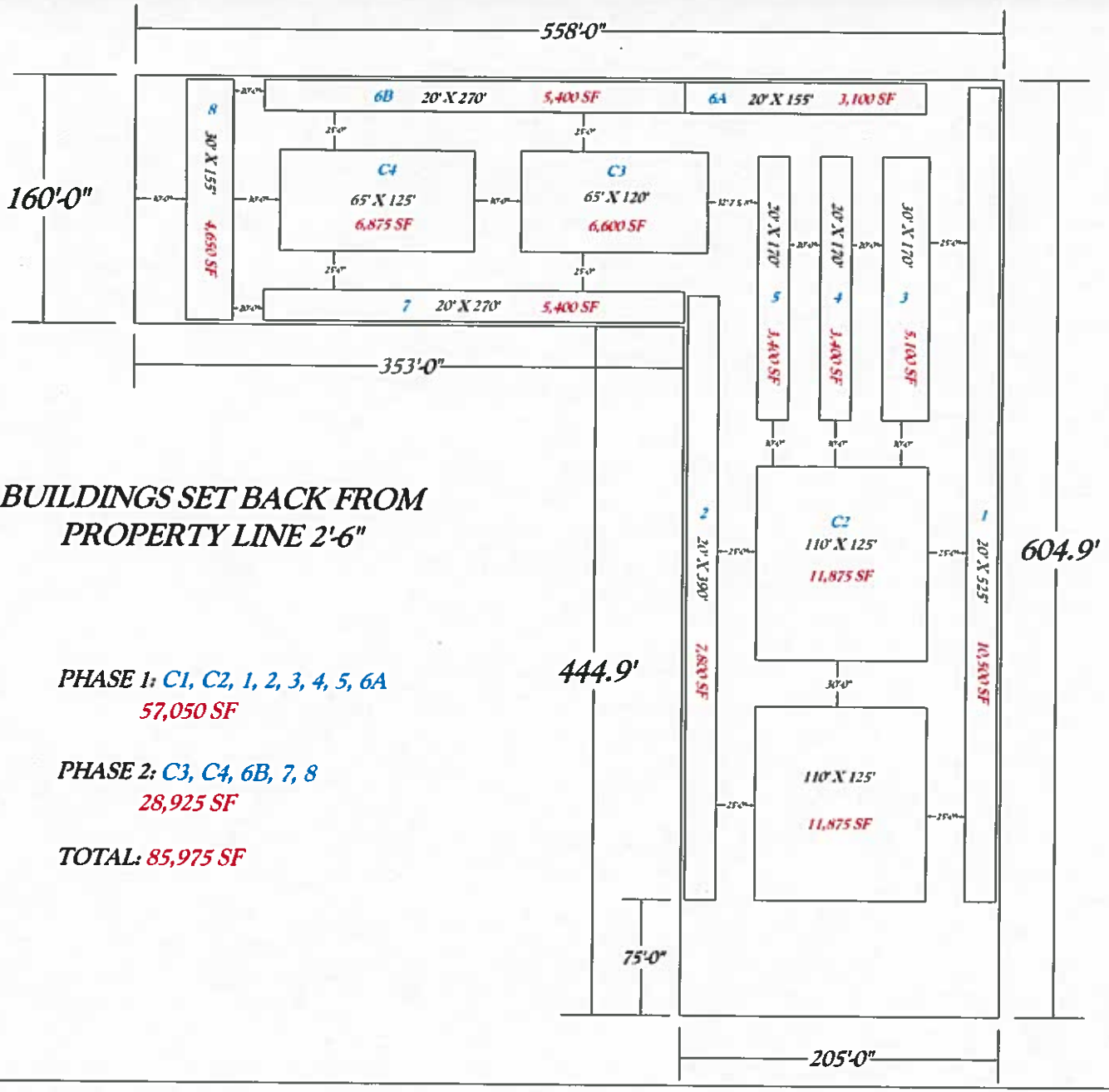


# PROPOSED R-1 SPECIFIC USE ZONING LOCATED IN SECTION 4, BLOCK AK



# PROPOSED AM ZONING
# LOCATED IN SECTION 4, BLOCK AK






## BUILDINGS SET BACK FROM PROPERTY LINE 2'-6"

**PHASE 1:** C1, C2, 1, 2, 3, 4, 5, 6A
57,050 SF

**PHASE 2:** C3, C4, 6B, 7, 8
28,925 SF

**TOTAL:** 85,975 SF

# INDIANA AVE. AND 146TH

DRAWING BY:
JOSHUA GARY

GARGOYLE STEEL STRUCTURES
3110 FRANKFORD AVENUE
LUBBOCK TEXAS 79407

OVERVIEW

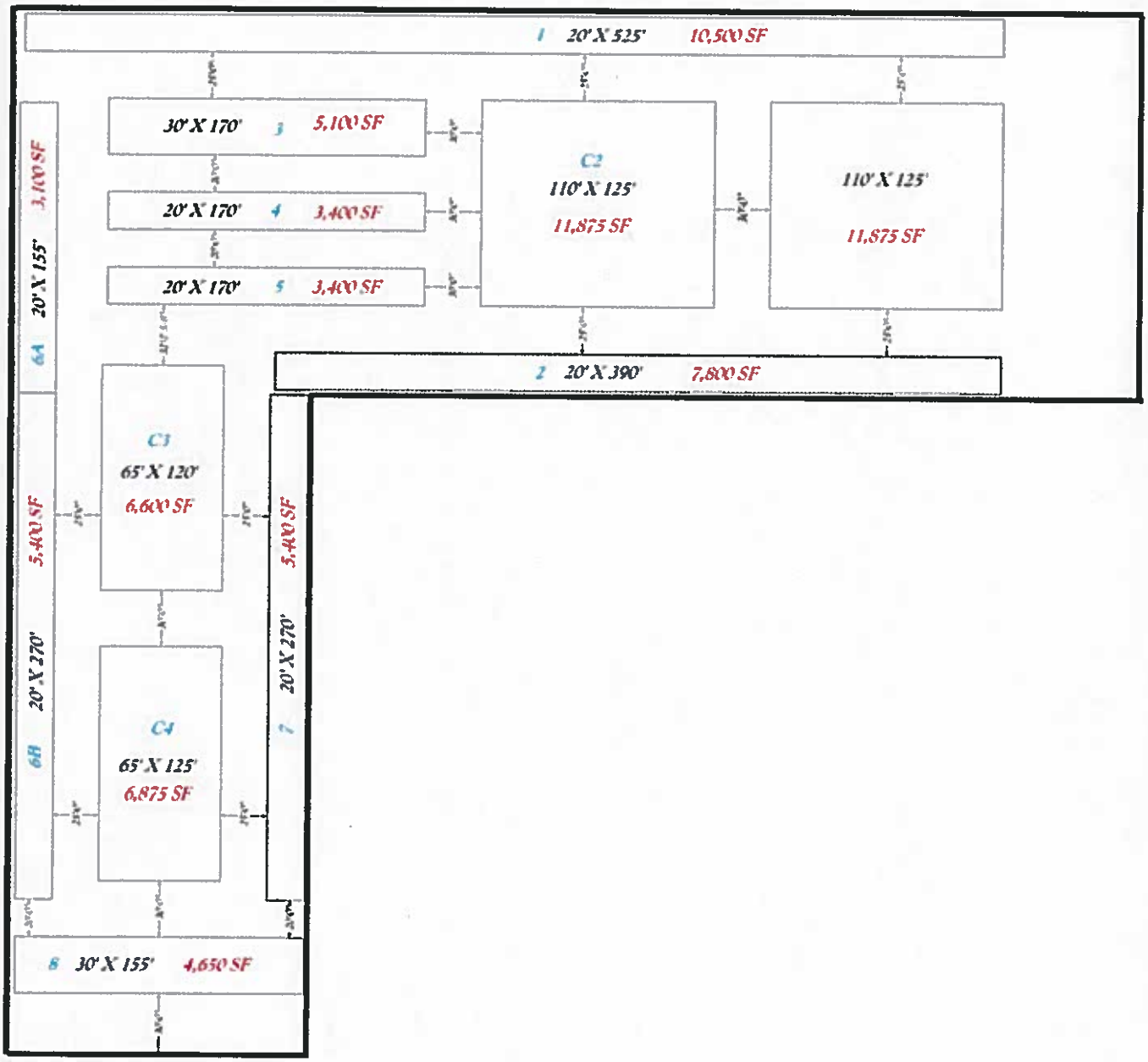
REVISIONS

JOB NUMBER

DATE
9-20-16

SHEET
01
OF
1

# PROPOSED C-4 SPECIFIC USE
## (4.6 ACRES)



Sec. 40.03.2351 Purpose

The purpose of this district is to provide industrial park-planned-unit-development along major thoroughfare and expressway corridors so that persons entering the city along those corridors will receive a good first impression and to maintain a quality appearance which will stabilize or increase real property values. (1983 Code, sec. 29-21(a). See end of this division for full history for this division.)

Sec. 40.03.2352 General provisions

(a) All uses in this district shall be of light industrial type, wholesale sales, services, or industrial sales.

(b) No residential uses shall be permitted in this district.

(c) No use shall be injurious to the occupants of the adjacent premises or area by reason of emission of dust, smoke, odor, glare, noise, vibration, trash, water spray or similar causes.

(d) When proposed development in this district is adjacent to any residentially zoned district, on either side or to the rear, even if separated by a street or alley, a six-foot solid screening fence of wood or masonry construction shall be installed and permanently maintained on the development lot along the adjacent property line, except that when, in the opinion of the planning commission, all or portions of such fence does not serve the public interest, this provision shall not apply. A solid wall of a building, when permitted to be located on the property line, shall constitute adequate screening.

(e) All business shall be conducted entirely within a building. Outside storage of any type shall be prohibited except as indicated. This section shall not be interpreted so as to limit the outside display of manufactured products and/or equipment ready for sale. Accessory pass-out windows and/or pickup and delivery to customers while still in their motor vehicles shall be prohibited unless specifically allowed by this code.

(1983 Code, sec. 29-21(b). See end of this division for full history for this division.)

Sec. 40.03.2353 Permitted uses [lots with frontage on major thoroughfares or expressways]

The following uses shall be permitted on lots with frontage on major thoroughfares or expressways.

C-2

(1) Any use unconditionally permitted in the "IHC" (Interstate Commercial) zoning district.

Commented [TSH1]: Change IHC to C-3

(2) Aluminum product fabrication.

(3) Armature binding.

(4) Bakery, wholesale.

(5) Bottling plant.

(6) Broom manufacturing.

(7) Cabinet or carpentry shop.

(8) Candle manufacturing.

(9) Candy plant.

(10) Carpet cleaning.

(11) Clothing manufacturing.

(12) Cold storage warehouse.

(13) Commercial school, including trade school.

(14) Creamery and dairy product processing.

(15) Egg storage, egg candling, egg sorting, egg grading.

(16) Electronic components assembly.

(17) Glassblowing.

(18) Hot tamale plant.

(19) Ice cream manufacturing.

(20) Ice manufacturing and bulk ice storage.

(21) Insulation applicator business.

(22) Janitorial or cleaning service.

(23) Laboratory, chemical analysis, general analysis, physical testing.

(24) Linen and towel service.

(25) Machine shop.

(26) Magazine agency.

(27) Mattress manufacturing or mattress renovation.

(28) Ornamental iron works.

(29) Paper box manufacturing and paper products manufacturing.

(30) Pest control service.

(31) Pharmaceutical manufacturing.

(32) Plumbing, heating, refrigeration or air-conditioning shop.

(33) Printing plant and/or newspaper.

(34) Roofing contractor's shop.

(35) Sash and door manufacturing.

(36) Sheet metal shop.

(37) Sign shop, including section 19.3-58 {29-20(c)(58)} [40.03.2233(57)] uses.

(38) Spray painting shop.

(39) Store fixture manufacturing and sales.

(40) Tortilla manufacturing.

(41) Welding equipment and supplies.

(42) Welding shop.

(43) Oil and gas wells (subject to conditions of Chapter 14 [8], Article VI [8.07], Oil and Gas Drilling, of this Code).

(44) 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

(45) Winery.

(1983 Code, sec. 29-21(c). See end of this division for full history for this division.)

Sec. 40.03.2354 Permitted uses [lots not having frontage on major thoroughfares or expressways]

Commented [TSH2]: Remove all uses listed under 40.03.2354

The following uses shall be permitted on lots not having frontage on major thoroughfares or expressways.

(1) All uses listed in section 29-21(c). [40.03.2353] of this Code.

(2) Agricultural implement and tractor sales and service.

(3) Building materials, storage.

(4) Contractor plan or storage yard.

(5) Feed store.

(6) Irrigation sales and services, including pumps and equipment. (Business permitted outside of building).

(7) Lumber yard. (Business permitted outside of building).

(8) Mini-warehouses.

(9) Mobile home manufacturing.

(10) Mobile home storage.

(11) Moving, storage, packing of household goods, crate manufacturing.

(12) Pump sales and service.

(13) Road machinery sales and service. (Business permitted outside of building).

(14) Trailer or camper manufacturing.

(15) Trailer or truck sales, long-term leasing or service. (Business permitted outside of building).

(16) Truck terminal, maintenance or storage.

(17) Warehouse.

(18) Oil and gas wells (subject to conditions of Chapter 14 [8], Article VI [8.07], Oil and Gas Drilling, of this Code).

(1983 Code, sec. 29-21(d). See end of this division for full history for this division.)

Sec. 40.03.2355 Conditional uses

(a) Alcohol sales, in areas allowed by state and local laws, permit the sale of alcoholic beverages for off-premise consumption as an incidental use in any business unconditionally permitted in this district, as defined in Section 29-3(59) [40.01.003(85)]. (No accessory pass-out windows and/or delivery to customers while still in their motor vehicles shall be permitted).

(b) Permit in any business the use of an accessory pass-out window and/or delivery to customers while still in their motor vehicle.

(1983 Code, sec. 29-21(e). See end of this division for full history for this division.)

Sec. 40.03.2356 Specific uses

Any uses conditionally or unconditionally permitted in C-4 or M-1 zoning districts. (1983 Code, sec. 29-21(f). See end of this division for full history for this division.)

Sec. 40.03.2357 Yard requirements

(a) Front yard. For lots adjacent to major thoroughfares or expressways or both, the front lot line shall be any lot line adjacent to such thoroughfare or expressway and the minimum depth of the front yard shall be forty-three (43) feet. For all other lots, the front lot line shall be the shortest lot line adjacent to any street and the minimum depth of the front yard shall be twenty-five (25) feet.

(b) Rear and side yard. There shall be no minimum side or rear yard depth except when the lot is adjacent to any residentially zoned property, then the minimum yard depth between that adjacent lot line and the nearest part of any building shall be equal to the height of that building.

(c) Projections into required yards.

(1) Cornices, eaves, sills, canopies, and chimneys may extend two (2) feet into any required yard. Bay windows are not permitted under this section.

(2) Unenclosed fire escapes, stairways, and/or balconies, covered or uncovered, may extend four (4) feet into the required front or rear yard.

(1983 Code, sec. 29-21(g). See end of this division for full history for this division.)

Sec. 40.03.2358 Lot width

There shall be a minimum of one (1) foot of lot width for each two (2) foot [feet] of depth. (1983 Code, sec. 29-21(h). See end of this division for full history for this division.)

Commented [TSH3]: Remove this requirement? This would require min. 140' width for a 280' deep tract

Sec. 40.03.2359 Lot area

There shall be a one (1) acre minimum area for lots adjacent to major thoroughfares or expressways. All other lots shall have no minimum lot area requirements. (1983 Code, sec. 29-21(i). See end of this division for full history for this division.)

Commented [TSH4]: Remove this requirement

Sec. 40.03.2360 Lot depth

There shall be a two hundred (200) foot minimum lot depth, as measured from the right-of-way of a major thoroughfare or expressway, for those lots adjacent to any major thoroughfare or expressway. All other lots shall have no minimum lot depth requirements. (1983 Code, sec. 29-21(j). See end of this division for full history for this division.)

Sec. 40.03.2361 Lot coverage

There shall be no lot coverage requirements. (1983 Code, sec. 29-21(k). See end of this division for full history for this division.)

Sec. 40.03.2362 Floor area ratio

There shall be no floor area ratio requirements. (1983 Code, sec. 29-21(l). See end of this division for full history for this division.)

Sec. 40.03.2363 Height limit

There shall be no height limitation other than those imposed under the Airport Zoning Regulations.

Commented [TSH5]: Replace this with the green section below

There shall be no height limit except when the property is adjacent to any "R-1" or "R-2" zoned property, even if separated by a street or alley, the maximum height shall be twenty-four (24) feet with no windows above ten (10) feet. Provided, however, that buildings may be erected to a height of seventy-five (75) feet when the front, side and rear yards are increased two (2) additional feet for each foot such buildings exceed twenty-four (24) feet. Windows may be permitted when the additional setback is imposed.

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(1) Structures permitted above height. Penthouse or roof structures for the housing of elevators, stairways, tanks, ventilating fans, or similar equipment required to operate and maintain the building, and fire or parapet walls, skylights, towers, steeples, flagpoles, chimneys, smokestacks, water tanks, silos, grain elevators, or similar structures may be erected above the height limits herein prescribed, but no penthouse or roof structure, or any space above the height limit shall be allowed for the purpose of providing additional floor space.

(1983 Code, sec. 29-21(m). See end of this division for full history for this division.)

Sec. 40.03.2364 Off-street parking

(a) Off-street parking–Required.

(1) Wholesale sales and/or services, display areas and offices–One (1) space for each three hundred (300) square feet of gross floor area.

(2) Warehousing and/or storage in conjunction with wholesale sales and/or services–One (1) space for each two thousand (2,000) square feet of gross display area.

(3) Outside display areas–One (1) space for each two thousand (2,000) square feet of gross display area.

(4) Manufacturing uses–One (1) space for each one hundred and seventy-five (175) square feet of gross floor area devoted to sales, service, display and/or offices, one (1) space for each two thousand (2,000) square feet of gross floor area devoted to manufacturing plus one (1) space for each two thousand (2,000) square feet of gross floor area devoted to storage and other uses.

(5) Warehousing (storage only) and/or outside storage areas–One (1) space for each five thousand (5,000) square feet of gross floor area or lot area.

(6) All other permitted uses not covered above–One (1) space for each one hundred and seventy-five (175) square feet of gross floor area.

(7) Winery–One space for each one hundred and seventy-five (175) square feet of gross floor area devoted to sales, service, display and/or offices, one space for each two thousand (2,000) square feet of gross floor area devoted to manufacturing plus one space for each two thousand (2,000) square feet of gross floor area devoted to storage and other uses.

(8) Winery Tasting Facility–One space for each fifty (50) square feet of gross floor area.

(b) Off-street parking–Provisions.

(1) Any lighting of driveways or parking areas shall be so designed as not to cause any glare on any other residentially zoned area in the vicinity.

(2) Plans for the off-street parking areas shall be submitted to be checked and approved as to number of spaces, access, and ingress and egress by the city traffic engineer under the terms of this district and the city's driveway regulations.

(3) Recreational vehicles and oversized recreational equipment or trailers may be stored on paved parking lots, but not in any landscaped area. In no event shall storage be allowed in the right-of-way or parkway.

(A) No person shall occupy or use any recreational vehicle as living or sleeping quarters, except that recreational vehicles may be used as living or sleeping quarters for a non-Lubbock resident visiting under the provisions of subsection d, exception 2 [subsection (4)(B)] below, for a maximum of fourteen (14) days on any given lot or parcel of land during a thirty-day period. No time period shall apply to recreational vehicles parked in accordance with subsection d, exception 3 [subsection (4)(C)] below.

(4) Exceptions. The following shall be exceptions to subsection c [(3)] above:

(A) Any recreational vehicle, oversized recreational equipment or trailer parked by its owner who is a Lubbock resident, on his lot, while engaged in active loading or unloading for a period not exceeding forty-eight (48) hours in a five-day period.

(B) The recreational vehicle of a non-Lubbock resident on the lot or parcel of a person he is visiting. However, the recreational vehicle shall only be allowed to be parked on the lot for a maximum of fourteen (14) days during a thirty-day period.

(C) Recreational vehicles parked in a travel trailer park or on private parking lots of hospitals and/or clinics where parking of such vehicles is allowed.

(1983 Code, sec. 29-21(n). See end of this division for full history for this division.)

Sec. 40.03.2365 Landscaping requirements

(a) Lots adjacent to major thoroughfares or expressways shall each have five (5) per cent of their respective total development lot area landscaped and permanently maintained. Other lots shall each have three (3) per cent of their respective total development lot area landscaped and permanently maintained. The total required landscaping shall be located between the building line and adjacent streets. Any landscaping placed within the visibility triangle of a corner lot must be in compliance with section 29-30(b)(6)i.2 [40.02.002(f)(9)(B)] of this zoning ordinance.

(b) The parkway area shall be landscaped and permanently maintained. This shall be in addition to the landscaping required above. Any landscaping placed in the parkway must be in compliance with section 29-30(b)(6)i.3 [40.02.002(f)(9)(C)] of this zoning ordinance.

(c) All landscaped areas on the development tract and adjacent parkway shall have immediate availability of water (i.e., a water faucet) or an irrigation system, either system to be capable of sustaining plant materials. Irrigation systems shall meet acceptable industry standards. Parkway irrigation systems adjacent to public streets shall not spray onto adjacent streets or gutters.

(d) When seasonal conditions warrant, the building official may issue a temporary certificate of occupancy for sixty (60), ninety (90), or one hundred twenty (120) days pending completion of landscaping. No final certificate of occupancy shall be issued prior to completion of landscape requirements.

(1983 Code, sec. 29-21(o). See end of this division for full history for this division.)

Sec. 40.03.2366 Signs

Signs shall be regulated pursuant to the C-4 regulations of Section 23 {29-26} [article 40.04, division 1] of this Code. (1983 Code, sec. 29-21(p). See end of this division for full history for this division.)

Sec. 40.03.2367 Outside storage

All outside storage areas shall be behind a screening fence six (6) feet in height. Materials shall not be stacked or stored to exceed the height of the screening fence. All storage areas and fencing shall be behind the front building line towards the interior of the lot. (1983 Code, sec. 29-21(q). See end of this division for full history for this division.)

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Sec. 40.03.2368 Loading and truck storage areas

(a) No truck loading/unloading areas shall be located on a building wall fronting on a major thoroughfare or expressway; lots without frontage on a major thoroughfare or expressway shall have no such regulation.

(b) No truck trailer or truck tractor parking shall be located between the front building line and the front property line for any lot with frontage on a major thoroughfare or expressway; other lots shall have no such regulation.

(1983 Code, sec. 29-21(r). See end of this division for full history for this division.)

Sec. 40.03.2369 Alleys

All alleys required by plat shall be paved pursuant to Section 28-80 {24-164} [36.08.004] of the City of Lubbock Code of Ordinances. (1983 Code, sec. 29-21(s). See end of this division for full history for this division.)

Sec. 40.03.2370 Building materials and construction

(a) A half-cylinder building shall not be permitted.

(b) Galvanized, corrugated sheet metal walls shall not be permitted.

(c) All buildings located on lots adjacent to major thoroughfares or expressways shall have an exterior composition or facade, on each wall fronting on any such thoroughfare or expressway, of not less than 30% (per wall) of wood, brick, stucco, aggregate stone, natural stone or glass (exclusive of doors and windows).

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(1983 Code, sec. 29-21(t). See end of this division for full history for this division.)

Sec. 40.03.2371 Site plan and review

No building permit shall be issued until the Planning and Zoning Commission has reviewed a site plan for the building site and has approved the same as showing the following details:

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(1) Scale and North arrow.

(2) Dimensions of all lots, yards and driveways.

(3) Off-street parking spaces and all private driveways.

(4) Landscaping details.

(5) Building area.

(6) Loading/unloading areas.

(7) Outside storage areas and required fences.

(8) Ingress and egress.

(9) Location of free-standing signs.

(10) Elevations showing building height, location and type of required building materials.

(1983 Code, sec. 29-21(u). See end of this division for full history for this division.)

Sec. 40.03.2372 Vision clearance

(a) Front yards. In a required front yard, no wall, fence or other structure shall be erected in any part of the required front yard that would be higher than a line extending from a point two and one-half (2-1/2) feet above the natural ground level at the front lot line to a point four and one-half (4-1/2) feet above the natural ground level at the depth of the required front yard.

(b) Corner lots. It shall be unlawful to set out, construct, maintain, or permit or cause to be set out, constructed, or maintained any tree, shrub, plant, sign, or structure, or any other view obstruction having a height greater than two (2) feet as measured from the top of the curb of the adjacent streets within the intersection visibility triangle. This restriction shall not apply to traffic control signs and signals, street signs, or utility poles placed within such area by authority of the City Council. Intersection visibility triangle shall mean a triangle sight area, at all intersections, which shall include that portion of public right-of-way and any corner lot within a triangle formed by a diagonal line extending through points on the two (2) property lines twenty-five (25) feet from the street corner intersection of the property lines (or that point of intersection of the property lines extended) and intersecting the curblines.

(c) Parkways. It shall be unlawful to set out, construct, maintain or permit to be maintained, set out or constructed any shrub or plant (excluding trees), sign or structure, or any other view obstruction having a height of greater than three (3) feet, as measured from the top of the curb of the adjacent street, in the parkway area. All trees with a trunk diameter greater than two (2) inches measured three (3) feet above ground level that are within any of the parkway area shall be trimmed so that no foliage is less than six (6) feet above the top of the curb of the adjacent street. No evergreen or coniferous species of tree shall be allowed in the parkway.

This section shall not apply to traffic control signs and signals, street signs, mail boxes which are less than two (2) feet long on each side which is perpendicular to the street, or utility poles placed within the parkway. No such tree, shrub or plant, sign or structure (including mailboxes) shall be allowed to interfere with the free passage of vehicles on the street or of pedestrians on the sidewalk or to obscure the view of motor vehicle operators of any traffic control device or street sign or otherwise create a traffic hazard.

IDP Zoning limited to the following uses:

1. Any use unconditionally permitted in the C-2 zoning district
2. Office warehouse allowing retail and wholesale sales and allowing related storage, repair and fabrication of materials and equipment conducted inside the building.

Conditions:

A. There shall be no minimum ratio of lot width to lot depth (Sec. 40.03.2358)
B. There shall be no minimum lot size (Sec. 40.03.2359)
C. The maximum height shall be twenty-four (24) feet with no windows above ten (10) feet on any side adjacent to R-1 or R-2 zoning (even if separated by an alley). (Sec. 40.03.2363)
D. No outside storage is permitted (Sec. 40.03.2367)
E. For all buildings on the development lot, front and side building facades shall be 100% (excluding glass and door openings) brick, stone, stucco, or other similar non-metal and non-wood material. Painted CMU Masonry or metal siding is not permitted on front and side facades. Decorative metal awnings or roof tile awnings are permitted. (Sec. 40.03.2370)
F. Rear building facades may be metal or painted masonry similar in color to the front and side building materials.
G. Garage doors, loading docks, and other receiving area access doors are permitted on the rear facade only. However, if an additional building is placed on the lot behind the main front building, garage doors, loading docks, and other receiving area access doors are permitted on the front facade of the additional building so long as said doors are not visible from the street.
H. Solid waste service shall be handled within the development lot. Trash enclosures shall be located behind front line of the building. No vehicular or pedestrian access is permitted from the development lot to alleys abutting any residentially zoned district (including apartments).
I. A masonry rear facade of a building may be utilized In lieu of the standard required screening fence where the development lot abuts residentially zoned property. Said masonry wall may not contain any doors, windows, or other forms of access to the alley.
J. Prior to issuance of any building permit, site development plans and building elevations shall be approved by the Planning and Zoning Commission in accordance with Section 40.03.2371 of the Lubbock Code of Ordinances.

These are different storage facilities studied within 2-5 miles from the location being considered for adding more storage facilities at Indiana and CR 7500- across the street from Indiana South:

**Affordable Self Storage**

1585 and Quaker- 2 miles away

I spoke to Eli, the manager on Saturday

**608 Units** with plans to add on.

**Add-A-Closet**

96th and University- 5 miles away

I spoke to Clayton, the manager on Saturday. Clayton said Add-A-Closet was affiliated with Affordable Self Storage.

Clayton said the unit count was similar to Affordable Self Storage.

**Estimated 600 Units.**

**Byron Cowling Storage**

120th and University- 2 miles away

I spoke to Byron Cowling about the number of units and he said he has about 500 units with the ability to go to 1000 plus add RV storage and other Metal office buildings on his property

**500 Units now with ability to go to 1,000 units.**

**A-Plus Storage**

2614 FM 1585- 2 miles

Visual Count

34 with Garage Doors

80Units in rear, with room to build more

Estimated 200 indoor units

**Estimate 414 Units**

**Cooper Center**

University and 120th- 3.5 miles

8 Frontage Units

20 with Garage Doors

**28 Units total**

**TL Property Leasing**

128th and University- 1.5 miles

16 with Garage Doors

**16 Units total**

**Key RV and Storage**

4916 FM 1585- 3 miles

16 Units with Garage Doors

25 Smaller Outdoor Drive Up units

Estimate 100 Open Units with

**141 Units**

**Total Number of Storage Units with 2-5 mile Radius:**

**2,307 now with the ability to add another 500-1,000 units**

# 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**: Ford Development
16400 N. Dallas Parkway, Suite 140
Street/Post Office Box
Dallas TX 75248
City State Zip
(214) 850-8838
Telephone

**Location or Address:** Section 4, Block AK

**Legal Description:*** See metes and bounds description attached

**Existing Land Use:** Vacant

**Existing Zoning:** T and R-1 Specific Use

**Acreage or Square Footage of Property:** 140.3 Acres

**Zoning Requested:** R-1 Specific Use as follows: Front set-back to 20', Front setback on cul-de-sac lots to 5', Side set-back on end lots (excluding 146th Street and Memphis) to 5'. Where 5' side setback is used, side fence must be placed at 5' set-back line. Non-rear facing garage may be constructed to a zero (0') rear set back. AM. IDP. C-3. C-4 Specific Use (Mini Storage), R-2 Specific Use as follows: Front set-back to 20', Front setback on cul-de-sac lots to 5', Side set-back on end lots (excluding 146th Street and Memphis) to 5'. Where 5' side setback is used, side fence must be placed at 5' set-back line. R-2 to include a lot for storage of maintenance equipment for Kelsey Park neighborhood.

**Proposed Development:** Phased single-family residential

**If property is not subdivided, will preliminary plat be submitted?** Yes _____ No X

Terry Holeman
**Applicant's Signature**

October 11, 2016
**Date**

**Filing Fee:** $895 (Hugo Reed #25697)
($475.00 for the first acre; $3.00 for each additional acre; $165 for non-profit)

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

## For City Use Only

**Zone Case No.:** 3298 **Agenda No.:** _____

**Request for zoning change from:** _____ **To:** _____

R-1 specific use for reduced setbacks AM. IDP. C-3 C-4 specific use for mini-warehouses, & R-2 specific use for reduced setbacks

**on Lot(s):** _____ **Block(s):** _____

**Subdivision:** _____ **Address:** _____

KC

9

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

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

**Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by:** **P&Z Case No.: 3298**

*In Favor of* ___

*Opposed* X

**Reasons and/or Comments:**

"SEE ATTACHED"

Print Name CADE UNDERWOOD

Signature: [signature]

Address: 3401 CR 7500 LUBBOCK, TX 79423

Address of Property Owned: 3401 CR 7500 LUBBOCK, TX 79423

16 of 16

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NOV - 1 REC'D
PLANNING DEPARTMENT

Zone Case Number: 3298 R31655
UNDERWOOD ALAN C & SHANA L
3401 CR 7500

LUBBOCK TX 79423

I AGEE WITH MY NEIGHBORS REASONS & CONCERNS SEE BELOW.

**P&Z Case No. 3298**

There is a half mile strip of nice houses facing north along 146th Street which will be looking into the south end of the proposed zoning area, including my house. These houses are built in Indiana South, which is a platted subdivision. The plat was approved by Lubbock County, receiving final unanimous approval as reflected in Vol 19, Page 492 of the County Commissioner's Minutes of Lubbock County, Texas.

In accordance with the approved plat, the houses were constructed facing north and placed on the lots where they are placed as the designated building area for houses. The proposed zoning is bumping into an area with an existing governmentally sanctioned use and configuration and substantial interests to be protected.

The proposal acts as it there were vacant land across from it. They propose a buffer between Indiana South and what would appear to be starter home lots, based on the small size, comprised of duplexes on the west end and some really tiny lots, all presumably to act as a buffer against the much larger lots located to the northwest which contains homes which, ironically, would be comparable to those in Indiana South. On the east end is commercial and mini-storage zoning requests directly across from nice homes. The extension of the mini-storage tract into 146th Street seems particularly insulting. This could be moved north along Indiana and away from the existing neighborhood.

Any commercial segment needs to be as far away from the existing neighborhood as possible and needs to be buffered by landscaping, a berm perhaps, similar to the Wal-Mart along 114th Street, and directional lighting that does not light up the neighborhood, as used at the new Wal-Mart.

While the proposal limits the streets emptying into 146th street, it has the uninviting prospect of Indiana South looking up the alleys at dumpsters and quite likely high weeds and junk stuck in the alleys out of sight of the homeowners/renters but in full view of Indiana South. It would be better for the alleys to not open into the front yards of the existing neighborhood.

The proposed zoning also does not seem to take into account the existing South Plains Electric Cooperative, Inc. ("SPEC") transmission line running along the north side of 146th Street. My prior research indicates this line is located upon a private easement granted to SPEC before the roadway easement was granted to Lubbock County around 1954. Since the power line easement pre-existed the roadway dedication, someone (presumably Ford Development) will have to pay SPEC to relocate its transmission lines (a very expensive proposition) and be required to provide SPEC a substitute private easement outside of the roadway easement to replace what SPEC is giving up.

It might be cheaper for Ford Development to move 146th Street north of the transmission lines than to pay to move the lines.

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PLANNING DEPARTMENT

The further away the new development can be the less objectionable it will be.

I understand that the more commercial zoning is located on a thoroughfare the more likely it will need to be a wider road. I would like the eventual road as narrow as possible and as far away from my front door as possible.

I also have concerns at the density of the houses proposed to be placed in this area and the effect upon traffic as well as roving gangs of kids wandering in the area. Would anyone on this commission want this development across the street from your house? We would much prefer residential comparable to our neighborhood which is what Kelsey Park appeared to have in the prior drawings on its website.

Additional Comments

IF THE CITY PLANS TO EVENTUALLY MAKE 146TH A 7 LANE ROAD. IT WOULD BE MASSIVELY CHEAPER AND MAKE MUCH MORE SENSE TO OBTAIN THE LAND NORTH OF 146TH WHILE IT IS VACANT. IT WOULD SAVE THE CITY MILLIONS OF DOLLARS.

CADE UNDERWOODS

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PLANNING DEPARTMENT

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

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**Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by:** **P&Z Case No.: 3298**

*In Favor of* ___

*Opposed* X

**Reasons and/or Comments:**

Increased business traffic in residential neighborhood. Mini storage buildings are detrimental to residential neighborhoods

Print Name G. KAY HENSON (Kay Lehman Henson)

Signature: Kay Henson

Address: 3509 148th St Lubb 79423

Address of Property Owned: same as above

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NOV - 1 REC'D
PLANNING DEPARTMENT

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OCT 28 REC'D
PLANNING DEPARTMENT

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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**Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by:** **P&Z Case No.: 3298**

*In Favor of* ____

*Opposed* X

**Reasons and/or Comments:**
This is a well established neighborhood for over 30 years and We definitely object to the property mentioned being rezoned for Commerical property. (1) Our roads are in terrible condition and can not substain more excessive traffic which generally comes with Commerical property. (2) Safety is a tremendous factor, We are already had an abundance of car and home break-in's due to the fact we are located so far from the inner city with no protection. this is only going to add for the possibility of more in the * future with the existance of Commerical property. We realize "investors" want to maximize ther investments but please Not this location!!
Please protect our neighborhood and deny this request by Hugo Reed & Associates, Inc.

Print Name Steve Greer & Dolores Greer

Signature: Steve Greer Dolores Greer

Address: 3525 148th

Address of Property Owned: Steve Greer - 3525 148th Lubbock, Tx 79423

9

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

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**Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by:** **P&Z Case No.: 3298**

*In Favor of* ___

*Opposed* ✓

**Reasons and/or Comments:**

See Attached

Print Name Dulan D. Elder

Signature: _____

Address: 3513 CR 7500, Lubbock, TX 79423

Address of Property Owned: same

8 of 16

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OCT 31 REC'D
PLANNING DEPARTMENT

Zone Case Number: 3298 R34400
ELDER DULAN D & RAE ANN
3513 COUNTY ROAD 7500

LUBBOCK TX 79423-5506

**P&Z Case No. 3298**

**Reasons and/or Comments of Dulan Elder**

I plan on being at the hearing but wanted to get my thoughts in writing just in case, and because I can write better than I can talk.

There is a half mile strip of nice houses facing north along 146th Street which will be looking into the south end of the proposed zoning area, including my house. These houses are built in Indiana South, which is a platted subdivision. The plat was approved by Lubbock County, receiving final unanimous approval as reflected in Vol 19, Page 492 of the County Commissioner's Minutes of Lubbock County, Texas.

In accordance with the approved plat, the houses were constructed facing north and placed on the lots where they are placed as the designated building area for houses. The proposed zoning is bumping into an area with an existing governmentally sanctioned use and configuration and substantial interests to be protected.

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I also have concerns at the density of the houses proposed to be placed in this area and the effect upon traffic as well as roving gangs of kids wandering in the area. Would anyone on this commission want this development across the street from your house? We would much prefer residential comparable to our neighborhood which is what Kelsey Park appeared to have in the prior drawings on its website.

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

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

**Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by:** **P&Z Case No.: 3298**

*In Favor of* ___

*Opposed* X

**Reasons and/or Comments:**
Existing Roads cannot take additional traffic - Size of lots/Homes would hurt the value of existing homes on the south of 146th - Already have Mayor problems w/existing ~~mini~~ mini storages noise (5:30am) & traffic (~~speeding~~ speeding)

Print Name Kaytlyn CURRY
Signature: [signature]
Address: 3701 CR 7500 LBK TX 79423
Address of Property Owned: 3701 CR 7500

6 of 16

RECEIVED
OCT 27 2016 MR

Zone Case Number: 3298 R35057
CURRY, WILLIAM DANIEL
3701 COUNTY ROAD 7500

LUBBOCK TX 79423-5504

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

9

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

**Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by:** **P&Z Case No.: 3298**

*In Favor of* ___

*Opposed* X

**Reasons and/or Comments:**

Do not want commercial that close to my house, worried about property values,

Print Name Mickey Byrd

Signature: Mickey Byrd

Address: 14802 CR 2100

Address of Property Owned: Same

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OCT 27 2016 MP

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

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

**Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by:** **P&Z Case No.: 3298**

*In Favor of* ___

*Opposed* ✓

**Reasons and/or Comments:**

FIRST they TRIED to put a highway DOWN 146TH. NOW They want to Put APARTMENTS AND STORAGE UNITS IN. I SAY NO to EVERYTHING except Residential, SINGLE Family. FORD development knew what they were buying AND they need to stick to R1 ~~ZONING~~ ZONING. We Don't need the Extra traffic AND UNDESIRABLES the this PROPOSAL will surely BRING to OUR NEIGHBORHOOD.

Print Name DON SMITH

Signature: Don Smith

Address: 3520 - 148TH

Address of Property Owned: SAME

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OCT 21 2016 MR

9

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

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

**Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by:** **P&Z Case No.: 3298**

*In Favor of* ____

*Opposed* X

**Reasons and/or Comments:**

Duplexes & mini storages do NOT belong IN A RESIDENTIAL AREA WITH TH PRICED HORSES THAT ARE HERE AND HAVE BEEN HERE FOR A VERY LONG TIME.

Print Name WILLIAM D CURRY

Signature: [signature]

Address: 3701 CR 7500 LUBBOCK, TX 79423

Address of Property Owned: 3701 CR 7500 LUBBOCK, TX 79423



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PLANNING DEPARTMENT

Zone Case Number: 3298 R35057
CURRY, WILLIAM DANIEL
3701 COUNTY ROAD 7500

LUBBOCK TX 79423-5504

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

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

**Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by:** **P&Z Case No.: 3298**

*In Favor of* ___

*Opposed* X

**Reasons and/or Comments:**

Print Name Gary L Delay

Signature: Gary L Delay

Address: 3707 CR 7500 146th St

Address of Property Owned: ___



Zone Case Number: 3298 R36182
DELAY, GARY L
3707 146TH ST

LUBBOCK TX 79423-9003

Rec'd 11/1/16

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

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

**Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by:** **P&Z Case No.: 3298**

*In Favor of* ___

*Opposed* ✓

**Reasons and/or Comments:**

Our neighborhood shouldn't suffer our property values to go down because of developer greed!! Zoning codes are incorrect to favor developer's needs.

Print Name Blake & Gloria TARVER

Signature: Gloria Tarver

Address: 3531-146th St. Lubbock, TX 79423

Address of Property Owned: Same as above

15 of 16

Zone Case Number: 3298 R34589
TRANTHAM LARRY &
MARGARET
3531 146TH ST
LUBBOCK TX 79423

Rec'd
11/1/16

**Regular City Council Meeting** **6. 8.**

**Meeting Date:** 12/01/2016

## Information

### Agenda Item

**Public Hearing 5:30 p.m. – Planning**: Consider a request for Zone Case 3299, a request of Betenbough Homes Inc. for a zoning change from T to R-1 Specific Use for reduced setbacks on 123.943 acres of unplatted land out of Block E, Section 16, north of 146th Street and east of University Avenue, and consider an ordinance.

### Item Summary

General comments:
The request is to reduce setbacks to 15' on cul de sac lots, 5' side setback on lots adjacent to a street, 20' front setback, 20' setback for garages, 43' radius only in cul de sac lots shorter than 600', 48' ROW in cul de sac lots shorter than 600'.

Adjacent land uses:
North - Vacant land, zoned R-1 Specific use for reduced setbacks
South - Vacant land outside the city limits
East - Vacant land outside the city limits
West - Vacant land outside the city limits

Comprehensive Land Use Plan (CLUP):
The request is for a change from Transitional zoning to R-1 Specific Use zoning. This request is consistent with the CLUP.

Zoning Policy:
The request is consistent with zoning policies.

Effect on the adjacent street and thoroughfare system:
There should be little to no impact on the thoroughfare system. The developer's idea is to put single family homes in the area.

Recommendations:
Staff recommends the request for approval.

On November 1, 2016, the Planning and Zoning Commission recommended the request with a unanimous vote.

### Fiscal Impact

None.

**Staff/Board Recommending**

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

---

**Attachments**

Ordinance - 3299

Map - Zone Case 3299

---

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. 3299;** A ZONING CHANGE FROM **T** TO **R-1 SPECIFIC USE** FOR **REDUCED SETBACKS**, ON **123.943 ACRES OF UNPLATTED LAND OUT OF BLOCK E, SECTION 16,** LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

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

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

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

**ZONE CASE NO. 3299**

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

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **R-1 Specific Use** for **reduced setbacks** on **123.943 acres of unplatted land out of Block E, Section 16,** City of Lubbock, Lubbock County, Texas, located at **North of 146th Street and East of University Avenue**, and being further described as follows:

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

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **T** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **North of 146th Street and East of University Avenue**, City of Lubbock, Lubbock County, Texas.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC3299
November 1, 2016

DESCRIPTION:

A 123.943 ACRE TRACT OF LAND LOCATED IN THE WEST HALF OF SECTION 16, BLOCK E, G.C. & S.F. RR. CO. SURVEY, ABSTRACT NUMBERS 664 AND 1000, LUBBOCK COUNTY, TEXAS, AND BEING SITUATED WITHIN A PORTION OF THAT CERTAIN TRACT OF LAND IN THE NORTHWEST QUARTER (NW/4) OF SECTION 16, BLOCK E, ABSTRACT NO. 664 CONVEYED TO GARY BELL DESCRIBED IN A SPECIAL WARRANTY DEED RECORDED IN VOLUME 6922, PAGE 54 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY, TEXAS, AND A PORTION OF THAT CERTAIN TRACT OF LAND IN THE SOUTHWEST QUARTER (SW/4) OF SECTION 16, BLOCK E, ABSTRACT NO. 1000 DESCRIBED AS TRACT I IN A DEED OF PARTITION RECORDED IN VOLUME 3107, PAGE 280 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY, TEXAS, SAID 123.943 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A RAILROAD SPIKE FOUND NEAR THE CENTER OF THE INTERSECTION OF COUNTY ROAD 2200 (SOUTH UNIVERSITY AVENUE) AND COUNTY ROAD 7500 (146TH STREET) AT THE SOUTHWEST CORNER OF SAID SECTION 16, SAME BEING THE COMMON CORNER OF SECTIONS 1 AND 2 OF BLOCK AK, AND SECTION 21 OF BLOCK E, LUBBOCK COUNTY, TEXAS, FOR THE SOUTHWEST CORNER OF THIS TRACT, SAID SOUTHWEST CORNER HAVING COORDINATES OF NORTHING: 7,231,217.68 AND EASTING: 940,850.64, TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE;

THENCE N. 01° 51' 20" E., ALONG THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 910.52 FEET TO A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" SET FOR THE MOST WESTERLY NORTHWEST CORNER OF THIS TRACT AND THE SOUTHWEST CORNER OF A 36.500 ACRE TRACT OF LAND SURVEYED THE SAME DATE HERE-WITH;

THENCE S. 88° 08' 40" E., AT A DISTANCE OF 40.00 FEET PASS A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" SET IN THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 2200 (SOUTH UNIVERSITY AVENUE), AS DESCRIBED IN A RIGHT-OF-WAY EASEMENT RECORDED IN VOLUME 532, PAGE 132 OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS, CONTINUING FOR A TOTAL DISTANCE OF 899.55 FEET TO A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" SET FOR AN ELL CORNER OF THIS TRACT AND THE SOUTHEAST CORNER OF SAID 36.500 ACRE TRACT;

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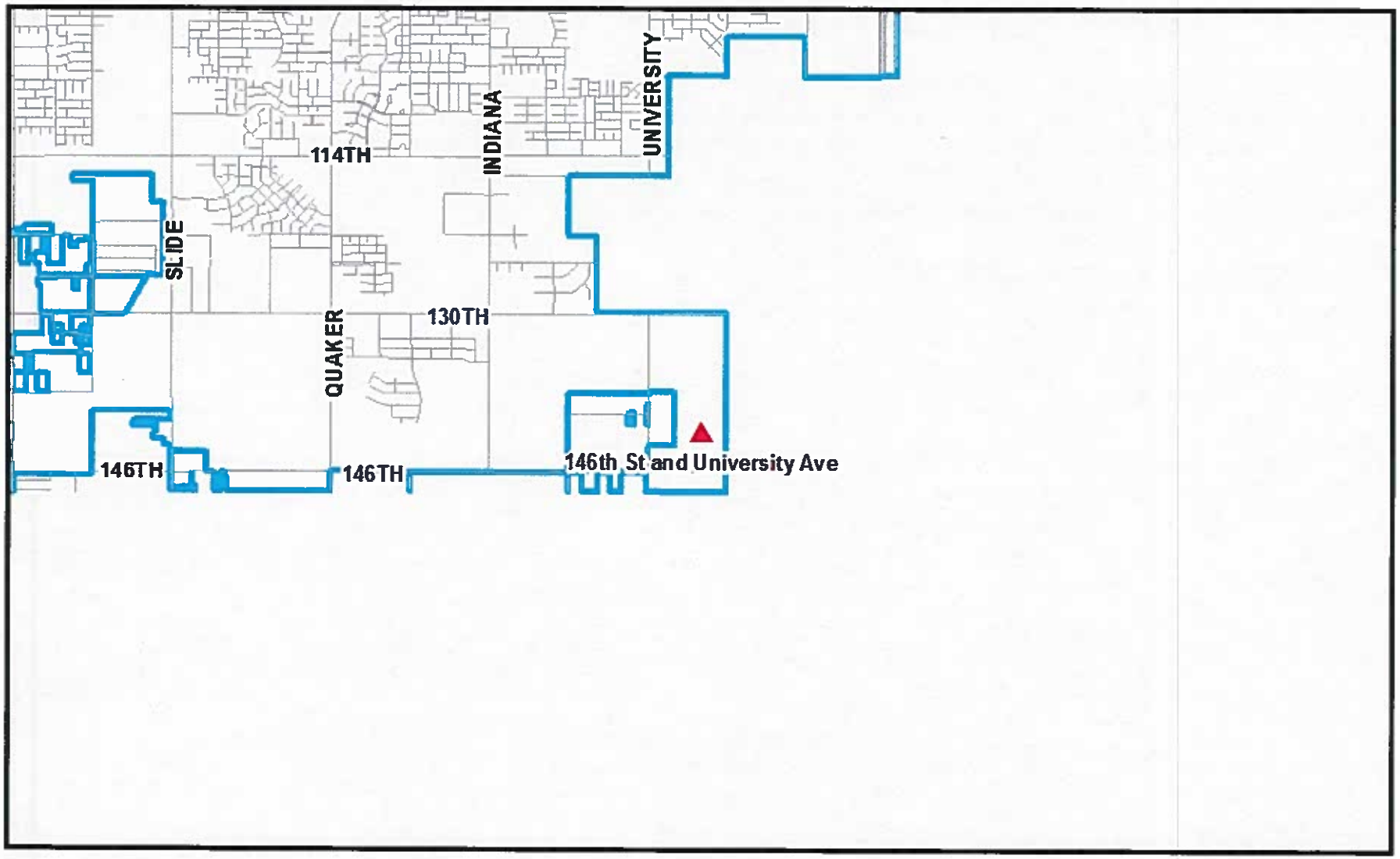
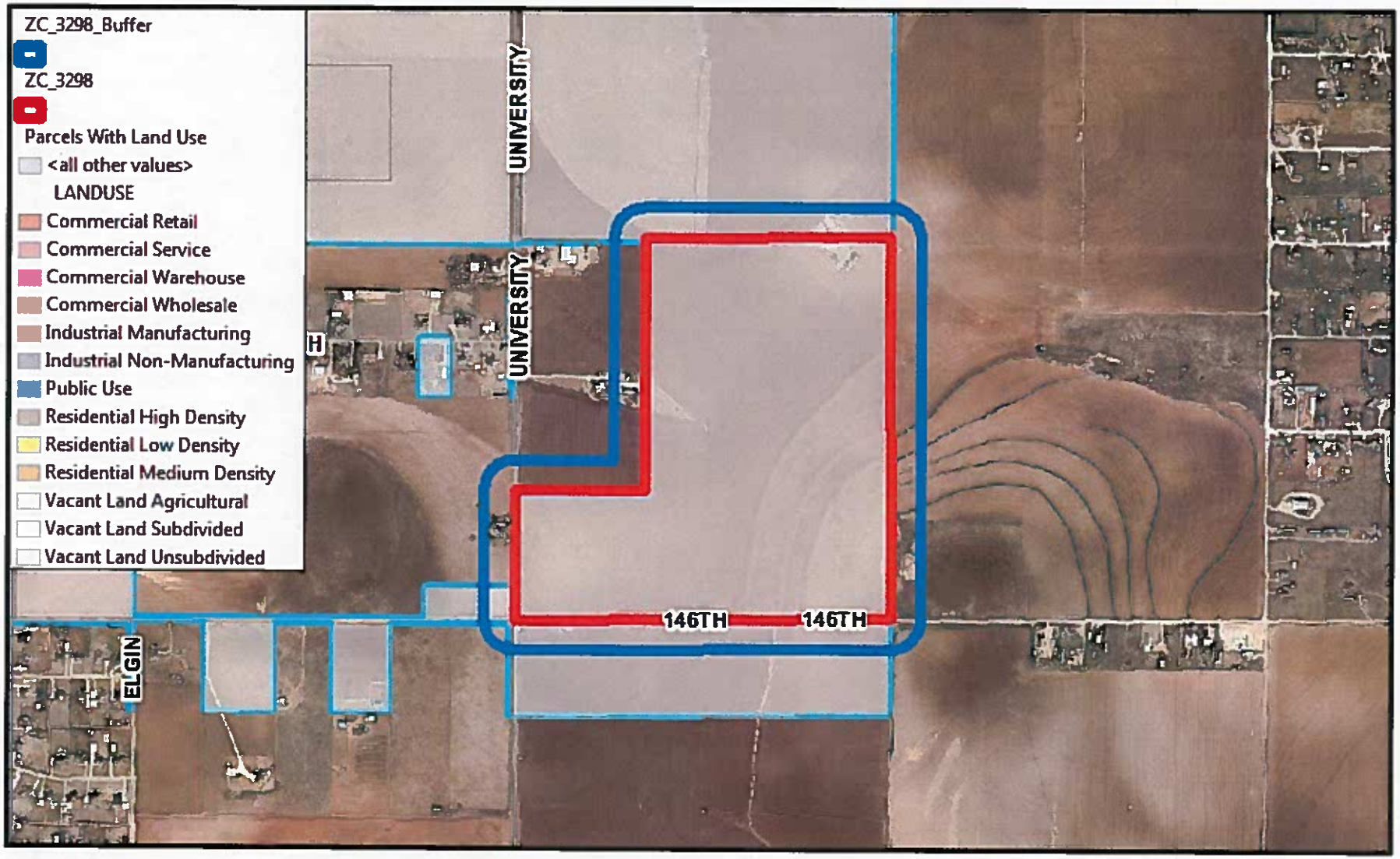



# P.Z.C. Case 3299




# P.Z.C. Case 3299

**Request of Betenbough Homes Inc. for a zoning change from T to R-1 Specific Use for reduced setbacks, North of 146th Street and East of University Avenue**

BETENBOUGH HOMES®

Planning and Zoning,

Betenbough would like to take the opportunity to request the Southwest quarter section be zoned R-1 Specific-Use. Below are the "specific-use" uses:

1) Reduced 15' setback in cul de sac
2) Reduced 5' side setback on lots adjacent to a street, except for half section and major thoroughfares
3) Reduced 20' front setback
4) 20' setback for garages
5) Reduced 43' Radius ONLY in cul de sac shorter than 600'
6) Reduced 48' ROW in cul de sac shorter than 600', there will be no utilities in the front

Thank you for allowing us the oppurtuntiy to present our zoning case.

Regards,

Chris Berry

Development

Betenbough Homes INC

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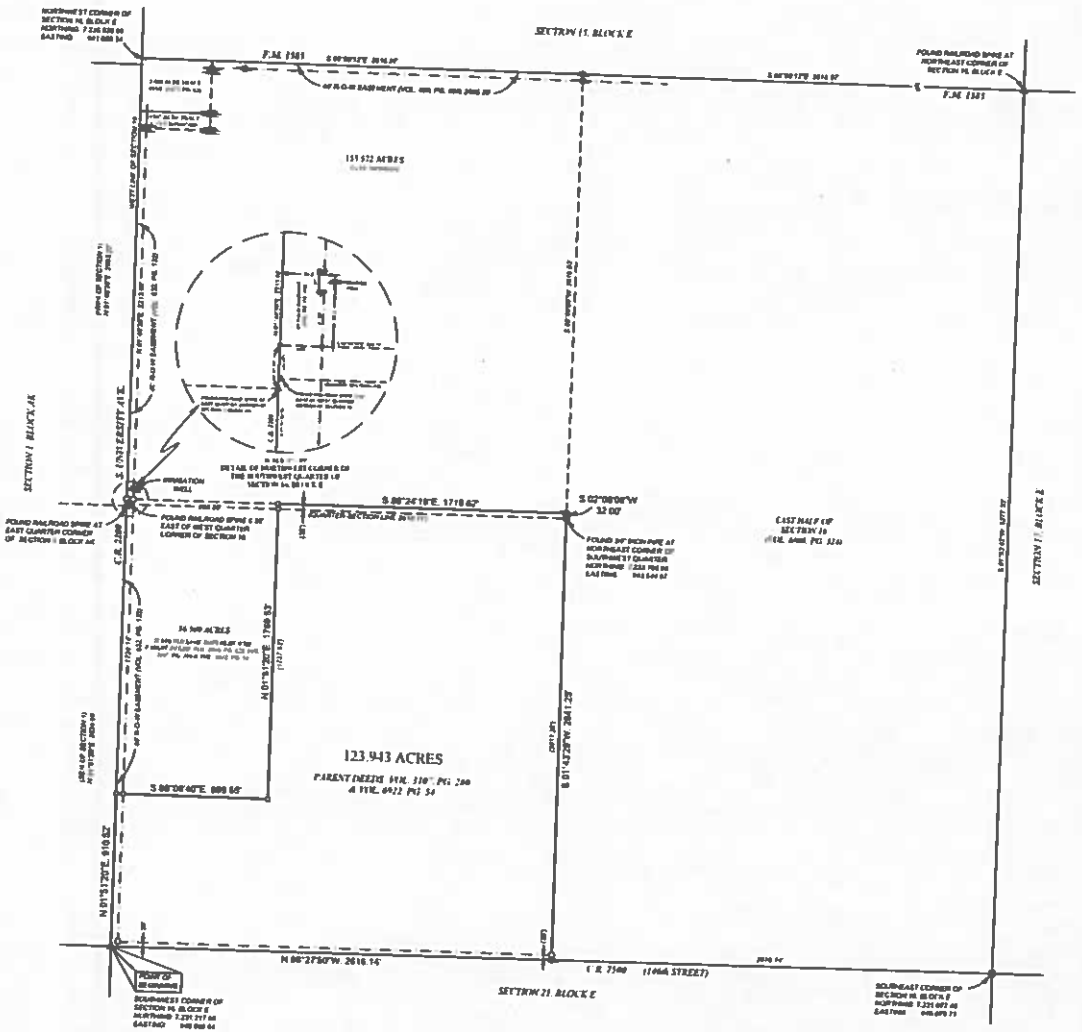
SURVEY OF A

# A 123.943 ACRE TRACT OF LAND LOCATED IN THE WEST HALF OF SECTION 16, BLOCK E, G.C. & S.F. RR. CO. SURVEY, ABSTRACTS NO. 664 & NO. 1000 LUBBOCK COUNTY, TEXAS

(PARENT TRACTS WARRANTY DEEDS RECORDED IN VOLUME 3107, PAGE 280 AND VOLUME 6922, PAGE 54 OF THE REAL PROPERTY RECORDS, LUBBOCK COUNTY, TEXAS)




LEGEND SCALE: 1" = 800'

HEAVY LINES INDICATE LIMITS OF SURVEY

▲ = FOUND RAILROAD SPIKE (FMRD).

● = FOUND 3/4" IRON PIPE (FMRD).

FOUND 1/2" IRON ROD WITH CAP "RPLS 4486" (FMRD).

FOUND 1/2" IRON ROD WITH CAP "STEVENS RPLS 4339" (FMRD).

○ = SET 1/2" IRON ROD WITH CAP "STEVENS RPLS 4339".

CM = CONTROLLING MONUMENT.

PMRD = PHYSICAL MONUMENT OF RECORD DIGNITY.

CCFN = COUNTY CLERK'S FILE NUMBER.

## SURVEYOR'S REPORT:

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE INDIVIDUAL AND/OR INSTITUTIONS NAMED ON THIS SURVEY. IT IS NON TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR INDIVIDUALS WITHOUT EXPRESSED RECERTIFICATION BY STEVENS SURVEYING CO.

THIS PLAT IS THE PROPERTY OF STEVENS SURVEYING CO. REPRODUCTION OF THIS PLAT FOR ANY PURPOSE IS EXPRESSLY FORBIDDEN WITHOUT THE WRITTEN CONSENT OF AN AUTHORIZED AGENT OF STEVENS SURVEYING CO.

THIS SURVEY IS SUBJECT TO ANY FACTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH. RECORD DOCUMENTS OTHER THAN THOSE SHOWN MAY AFFECT THIS TRACT. A CURRENT TITLE COMMITMENT WAS NOT PROVIDED FOR THIS SURVEY.

VISIBLE EVIDENCE OF CONDITIONS AFFECTING THIS TRACT IS AS SHOWN ON THIS PLAT.

MONUMENTS INDICATED AS FOUND BY THIS SURVEY ARE NOT "PHYSICAL MONUMENTS OF RECORD DIGNITY" UNLESS SO NOTED.

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

THIS PLAT INVALID UNLESS IT BEARS SURVEYOR'S ORIGINAL SIGNATURE AND EMBOSSED SEAL.

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

SURVEYED: JANUARY 7, 2016

NORRIS STEVENS
R.P.L.S. 4339


STEVENS SURVEYING CO., LLC.
4310 GENOA AVE. SUITE A
LUBBOCK, TX 79423
806-687-1569
TEXAS FIRM NO. 10067500


PREPARED FOR: REAL PROPERTY RESOURCES, INC.

JOB#: 150913 © 2016 ALL RIGHTS RESERVED CAD

# APPLICATION FOR ZONE CHANGE

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

**Applicant** (Please Print) Betenbough Homes INC

6305 82nd Street
Street/Post Office Box

Lubbock TX 79424
City State Zip

(806 ) 789.9558
Telephone

**For** _____

Street/Post Office Box

City State Zip

( )
Telephone

**Location or Address:** University and 148th Street SW/4 of section University and Ave P between 1585 and 148th

**Legal Description:*** _____

**Existing Land Use:** AG (Cover Crop)Wheat **Existing Zoning:** Transition

**Acreage or Square Footage of Property:** 123.943

**Zoning Requested:** See attached R-1 specific use

**Proposed Development:** Residential

**If property is not subdivided, will preliminary plat be submitted?** Yes X No _____

Chris Berry
**Applicant's Signature**

10-11-16
**Date**

**Filing Fee:** $844
($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

mtB map 59

**Zone Case No.:** 3299 **Agenda No.:** _____

**Request for zoning change from:** T **To:** R-1 SP. USE

**on Lot(s):** — **Block(s):** —

**Subdivision:** — **Address:** _____

KC

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

10

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.:** ***3299***

*In Favor of* ✓

*Opposed* ____

**Reasons and/or Comments:**

Print Name GARY BELL

Signature: Gary Bell

Address: 13803 CR 2200 Lubbock TX 79423

Address of Property Owned: same



RECEIVED
OCT 27 2016 MR

Zone Case Number: 3299 98997
BELL GARY
13803 CR 2200

LUBBOCK TX 79423-6923

**Regular City Council Meeting** **6. 9.**

**Meeting Date:** 12/01/2016

## Information

### Agenda Item

**Resolution - Planning**: Consider a resolution approving and granting a variance from the applicable 300-feet minimum distance provisions of City of Lubbock Ordinance No. 2009-O0060, at the request of Pizza Hut #32744, located at 9830 Slide Road, for an alcoholic beverage permit.

### Item Summary

Effective August 8, 2009, Ordinance 2009-O0060 amended Section14.01.007 (Section 18-11), Alcoholic beverages - Sale near church, school or hospital, in Chapter 14, Offenses - Miscellaneous, of the City of Lubbock Code of Ordinances, related to businesses who obtain a permit from the Texas Alcohol Beverage Commission (TABC) for the sale of alcohol. As part of the ordinance, the City Council adopted a standard which prohibits any business, that is within 300 feet of any public or private school (K-12), measured from the property lines of each tract, from having a permit issued by TABC. The City Council may consider a variance to the 300-feet rule as set forth in the Texas Alcoholic Beverage Code.

The request for a variance is from Pizza Hut #32744, located at 9830 Slide Road, which is approximately 115 feet from Neighborhood Academy. A request for a new permit for on-premise alcohol sales at this location is now pending, and the Planning staff required the separation variance request.

The City Council has wide discretion in considering whether to grant a variance. The following may be considered by the City Council (as noted by the State of Texas statute providing for the variance process): The enforcement of the regulation in a particular instance is not in the best interest of the public. The regulation constitutes waste or inefficient use of land or other resources. The regulation creates an undue hardship on the applicant, does not serve its intended purpose or is not effective or necessary. The variance may be granted for any other reason, after consideration of the health, safety and welfare of the public and the equity of the situation, if the governing body finds it to be in the best interest of the community. Neighborhood Academy Director, Pam Riley, has been notified by letter of the request.

### Fiscal Impact

None.

### Staff/Board Recommending

Bill Howerton, Assistant City Manager

## Attachments

Resolution

# RESOLUTION

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

THAT the City Council, as the governing board of the City of Lubbock, Texas, and pursuant to Section 109.33(e) of the Texas Alcoholic Beverage Code, after consideration of the health, safety, and welfare of the public and the equities of the situation, finds and determines herein that it is in the best interest of the community to approve and grant a variance, and hereby grants a variance, from the applicable provisions of City of Lubbock Ordinance No. 2009-O0060 at the following location: **Pizza Hut, 9830 Slide Road**, Lubbock, Texas. This variance shall remain in effect for so long as: 1) a **Food & Beverage Permit [FB]**, and a 2) **Wine and Beer Retailer's Permit [BG]**; and 3) a subsequent like use, if any, are in effect at the above-referenced location.

Passed by the City Council this _____ day of _____, 2016.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

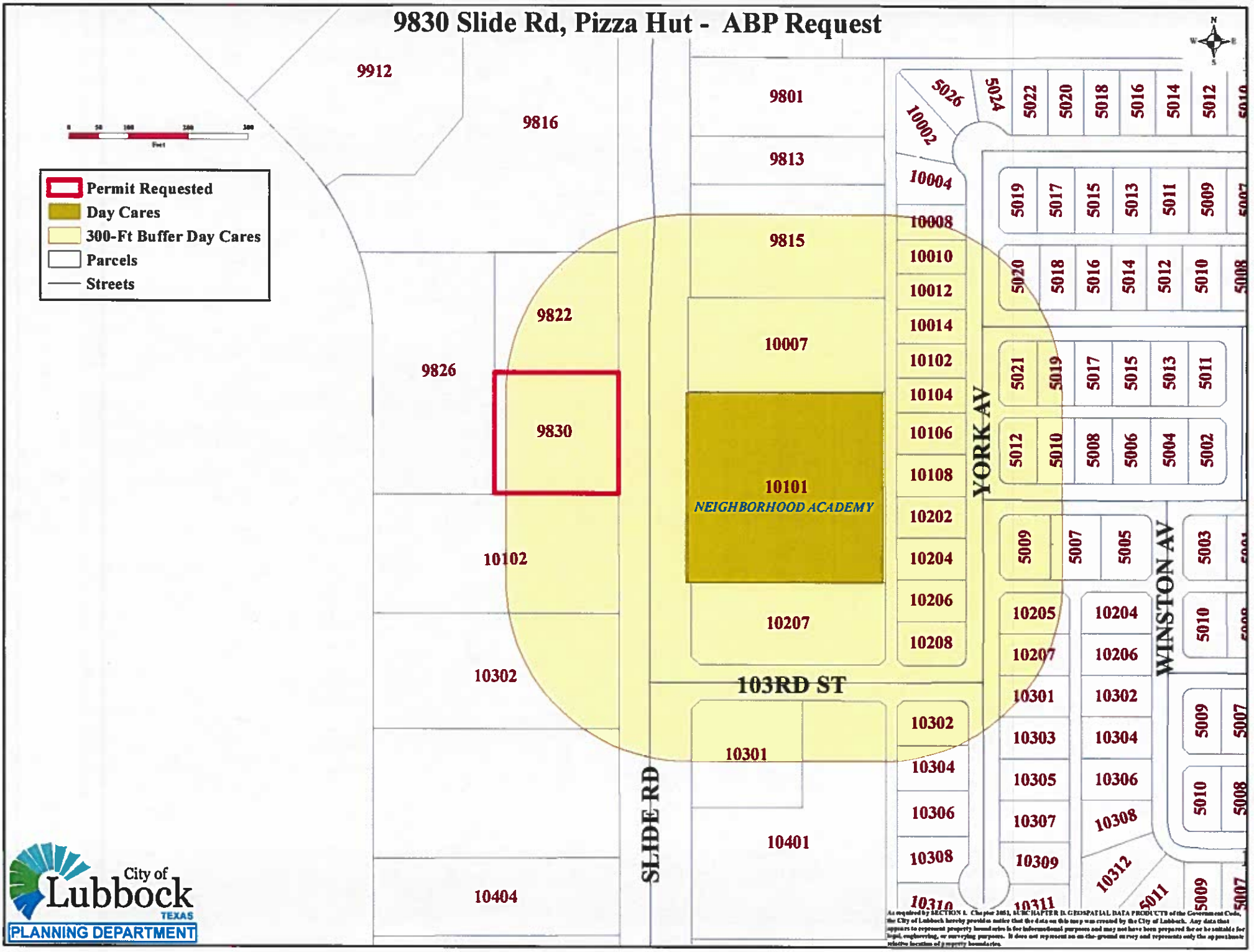
_____
Andrew Paxton, Director of Planning & Zoning

APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

vw/ccdocs/Justin/Resolutions/RES.Variance-Pizza Hut #32744
November 8, 2016

# 9830 Slide Rd, Pizza Hut - ABP Request




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.

## Andrew Paxton

**From:** Darrin Camp <DCamp@bordermgmt.com>
**Sent:** Wednesday, November 02, 2016 9:25 AM
**To:** Andrew Paxton
**Subject:** Pizza Hut request for variance

Drew,
Campiza Foods of West Texas, Inc. which operates the Pizza Hut located at 9830 Slide Rd in Lubbock, is requesting a TABC permit for BG/FB. We would like to request it go before the city council
for a variance separation between our restaurant(Pizza Hut) and the Neighborhood Academy located within the 300' buffer.

Thank you for your attention to this matter.

Darrin Camp
Campiza Foods of West Texas, Inc.

City of Lubbock TEXAS

11/02/2016

To Whom It May Concern

Neighborhood Academy
Pam Riley
10101 Slide Road
Lubbock, TX 79424

Re: City Council hearings on variance for an on premise alcohol permit within 300 feet of a daycare.

Dear Ms. Riley:
On August 8, 2009 the City of Lubbock completed an ordinance that amends the Zoning Code for particulars related to businesses that obtain a permit from the Texas Alcohol Beverage Commission (TABC) for the sale of alcohol. As a part of the ordinance, the City Council adopted a standard that prohibits any business that is three hundred (300) feet or less from a public school, measured from property lines of each tract, from having a permit issued by the TABC. When the Council adopted the spacing rule, the "governing body" (Council) of the City may consider a variance to the 300 foot rule as outlined in the Section 18-11, "Offenses – Misc." in the City of Lubbock Code of Ordinances. The following is to be discussed December 1, 2016:

- Pizza Hut #32744 is requesting an on premise alcoholic beverage permit in conjunction with the proposed location at 9830 Slide Road. The proposed establishment space is within 300 feet of Neighborhood Academy.

The Lubbock City Council will consider this request as a regular agenda item. This letter is required for notice and invites a response from Pam Riley from Neighborhood Academy regarding the proposal. As such, there is no set time for consideration by the Council. The item is not a public hearing. If you care for a representative of Neighborhood Academy to be available for any questions from Council, that person should be here at 5:15 p.m. to respond if any questions are asked. Feel free to check with me early that week to see if I can verify a tighter time frame of the placement of the item on the agenda.

Sincerely yours,

Drew Paxton
Director of Planning
806-775-3029

**Regular City Council Meeting** **6. 10.**

**Meeting Date:** 12/01/2016

## Information

### Agenda Item

**Ordinance 1st Reading – Water Resources:** Consider an ordinance amending Section 22.04.041(b) of the Code of Ordinances related to provision of wastewater collection and treatment services to entities outside of the City boundaries.

### Item Summary

As the City of Lubbock continues to grow and annex areas within its extraterritorial jurisdiction, it is important to provide a definition of the types of facilities located outside of the City's boundaries that can be served by the City's water and wastewater infrastructure. An ordinance currently exists in the Water Code under Section 22.03.091 that restricts access to the City's water services outside of the city boundaries to governmental agencies or political subdivisions. However, there is no such ordinance regarding wastewater services. The changes to Section 22.04.041 of the City's Code of Ordinance are proposed in order to define the type of facilities that the City can provide wastewater services to outside of the City boundaries. These proposed changes are similar to the existing wholesale water ordinance provisions. Under this amendment, the City can only provide wastewater collection and treatment services to governmental agencies or political subdivisions. In addition, the proposed changes create a wholesale wastewater rate that includes a multiplier that is 1.5 times the wastewater volume rate for similar customers located inside the City boundaries. This multiplier is the same as defined by ordinance for wholesale water customers in Section 22.03.085(6). The multiplier reflects the increased cost of services related to wastewater collection and treatment infrastructure as well as standby capacity needed to accommodate wholesale customers. Currently, the City has two wholesale wastewater customers located outside of the City boundaries: The Texas Department of Criminal Justice (TDCJ) Montford Unit and the Reese Redevelopment Authority. Reese will not be impacted by this ordinance amendment until their existing wholesale wastewater contract expires in April 26, 2022. The TDCJ will be impacted immediately since the City does not have a contract with them. Staff has initiated the development of a contract to be negotiated with the TDCJ for continued wastewater services to the Montford Unit.

### Fiscal Impact

This ordinance will increase wastewater revenue from wholesale wastewater customers by 1.5 times once the wholesale volume rate becomes applicable for each customer.

### Staff/Board Recommending

L. Wood Franklin, P.E., Director of Public Works

## Attachments

**ORDINANCE NO._____**

AN ORDINANCE AMENDING SUBSECTIONS 22.04.041(b) OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY PROHIBITING PROVISION OF WASTEWATER COLLECTION AND TREATMENT SERVICES TO INDIVIDUALS, BUSINESSES, AGENCIES, OR ORGANIZATIONS OUTSIDE THE CORPORATE LIMITS OF THE CITY AND REVISING WASTEWATER VOLUME RATES FOR WHOLESALE CUSTOMERS; PROVIDING AN EFFECTIVE DATE FOR SUCH; PROVIDING FOR PUBLICATION; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interest of the citizens of the City of Lubbock to amend the Code of Ordinances to prohibit the provision of wastewater collection and treatment services to individuals, businesses, agencies, or organizations outside the corporate limits of the City and to revise the wastewater volume rates for wholesale customers; NOW THEREFORE:

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

SECTION 1. THAT the Code of Ordinances, City of Lubbock, Texas, is hereby amended by adding subsections, to be numbered 22.04.041(e), (f), and (g), which said subsections read as follows:

Section 22.04.041 Rates charged for wastewater service

(e) The provision of wastewater collection and treatment services to individuals, businesses, agencies or organizations that lie outside the corporate limits of the City of Lubbock is prohibited. This section shall not be construed to prohibit the provision of such wastewater services to federal, state or local governments, governmental agencies or governmental subdivisions pursuant to appropriate intergovernmental contracts. Neither should this section be construed to prohibit the provision of wastewater service to city-owned property and/or facilities located thereon regardless of whether such facilities are located inside or outside of the boundaries of the City of Lubbock.

(f) The following wastewater volume rate shall be applicable for those federal, state or local governments, governmental agencies or governmental subdivisions that are authorized to acquire wastewater services by city ordinance and enter into contracts with the city for wholesale purchases. Solely for the purposes of wholesale customers, the wastewater volume rate shall be 1.5 times the wastewater volume rate for all other customers as set forth above. The rates prescribed herein for wholesale customers reflect the increased cost of service by the city for such customers, including without limitation, costs related to wastewater collection and treatment infrastructure and remote metering and service issues, standby wastewater capacity, and the impact of advancing the timing of wastewater projects to meet additional wastewater demands from wholesale customers.

(g) Nothing contained herein, absent agreement otherwise by the wholesale customer, shall affect existing valid and subsisting wholesale contracts by and between the city and wholesale customers. Any renewal or extension of such

contract, other than renewals and extensions that may be exercised unilaterally by the wholesale customer, shall provide for the rates prescribed in this section.

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by a fine and in the manner as set forth in Section 1.01.004 of the City of Lubbock Code of Ordinances.

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

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

**AND IT IS SO ORDERED.**

Passed by the City Council on first reading this _____ day of _____, 2016.

Passed by the City Council on second reading this ____ day of _____, 2016.

_____
**DANIEL M. POPE, MAYOR**

**ATTEST:**

_____
Rebecca Garza, City Secretary

**APPROVED AS TO CONTENT:**

_____
L. Wood Franklin, P.E., Director of Public Works

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

**APPROVED AS TO FORM:**

_____
Amy L. Sims, Deputy City Attorney

**Regular City Council Meeting** **6. 11.**

**Meeting Date:** 12/01/2016

## Information

### Agenda Item

**Resolution - City Manager:** Consider a resolution adopting a Legislative Package of legislative goals and priorities for the upcoming 85th Texas Legislative Session.

### Item Summary

As stated above.

### Fiscal Impact

None

### Staff/Board Recommending

## Attachments

Resolution Legislative Package

COL Legislative Package

# RESOLUTION

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

THAT the City Council of the City of Lubbock hereby adopts a Legislative Package for the 85th Texas Legislative Session for the purpose of defining the position of the City of Lubbock on State Legislative issues. Said Legislative Package is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of City Council.

Passed by the City Council this _____ day of _____, 2016.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Chad Weaver, Acting City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite
First Assistant City Attorney

**2017-18 City of Lubbock Legislative Agenda**

**Background:**

Communicating with state and federal representatives and tracking legislative issues are important to ensure the City Council has a strong voice in legislation and rulemaking that impacts City governance and operations.

The Lubbock City Council affirms to all necessary persons and parties the following City legislative positions, based on the following principles:

- The City will work to pass its priority legislation.
- The City will oppose any legislation that would erode the governing authority of the Lubbock City Council.
- The City will monitor proposed legislation and take appropriate action to assure a predictable and sufficient level of revenue and resist efforts to diminish that revenue.
- The City will oppose the imposition of any state mandates that do not provide for a commensurate level of compensation.

The City Council recognizes the speed with which bills move through the legislative process. In order to respond in a timely manner to issues that fall outside the Council's approved principles, the Mayor will consult with two Council members to direct lobbying efforts.

The Lubbock City Council identifies the following legislative priorities for 2017-18:

**The Eighty-Fifth Texas Legislature**

**The City will initiate:**

Amending Section 351.102, Tax Code to allow for a non-profit corporation acting on behalf of the City of Lubbock to pledge the revenue derived from sales and hotel taxes to be used for eligible bonds for public projects

The creation of a Texas Commission on Environmental Quality (TCEQ) funding stream to pay for the recycling and removal of materials at the closed TCEQ-permitted recycling center on I-27

**The City will support:**

Lubbock Power & Light's efforts to move in to ERCOT

The Sunset Commission Report Issue 2, regarding Railroad Commission review of Natural Gas to the Public Utilities commission. "Contested Hearings and Gas Utility Oversight should be transferred to other agencies to promote efficiency, effectiveness, transparency, and fairness."

Changes to Chapter 143, Local Government Code that would enhance Police Chiefs' authority in personnel matters.

Additional funding for transportation and highway projects

The Lubbock Metropolitan Planning Organization's recommendations for road project funding.

**The City will oppose:**

New limits on City authority

Higher regulatory fees on cities

Restricting cities' ability to annex

Diminishing Regional Water planning processes.

## The 115th United States Congress

**The City will support:**

Additional funding for mass transportation and highway systems

Continuing tax-exempt status for municipal bonds.

Continued funding for Community Development Block Grant (CDBG) and HOME Partnership Programs

**Regular City Council Meeting** **6. 12.**

**Meeting Date:** 12/01/2016

## Information

### Agenda Item

**Board Appointments - City Secretary:** Declare three (3) appointments by the Mayor to the Housing Authority Board of Directors: Toby Cecil, Brenda Hawkins, and John Richardson.

### Item Summary

As stated above.

### Fiscal Impact

None

### Staff/Board Recommending

Rebecca Garza, City Secretary

## Attachments

Letters for Housing Authority

City of Lubbock TEXAS

**DANIEL M. POPE**
Mayor

October 31, 2016

Toby Cecil
3806 98th Street
Lubbock, TX79423

Dear Mr. Cecil:

Please accept this letter of notification regarding your reappointment to the Board of Directors of the Lubbock Housing Authority (LHA). As Mayor, all appointments to LHA are under my authority, and I appreciate your willingness to continue serving in this capacity. The City Secretary's Office will officially notify you of your reappointment and will note your term of office.

Providing low and moderate income families and individuals with subsidized housing opportunities is critical to the overall quality of life in Lubbock. I am confident that you will continue to make a positive contribution to LHA's overall mission in this regard.

Thank you for your service to your community. Please let me know if I can ever be of help to you.

Respectfully yours,

Daniel M. Pope
Mayor

City Hall • 1625 13th Street • P.O. Box 2000 • Lubbock, Texas 79457 • (806)775-2050 • Fax (806)775-3335
E-mail: dpope@mylubbock.us

City of Lubbock TEXAS

**DANIEL M. POPE**
Mayor

October 31, 2016

Brenda Hawkins
2905 75th Street
Lubbock, TX 79423

Dear Ms. Hawkins:

Please accept this letter of notification regarding your reappointment to the Board of Directors of the Lubbock Housing Authority (LHA). As Mayor, all appointments to LHA are under my authority, and I appreciate your willingness to continue serving in this capacity. The City Secretary's Office will officially notify you of your reappointment and will note your term of office.

Providing low and moderate income families and individuals with subsidized housing opportunities is critical to the overall quality of life in Lubbock. I am confident that you will continue to make a positive contribution to LHA's overall mission in this regard.

Thank you for your service to your community. Please let me know if I can ever be of help to you.

Respectfully yours,

Daniel M. Pope
Mayor

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E-mail: dpope@mylubbock.us

City of Lubbock TEXAS

**DANIEL M. POPE**
Mayor

October 31, 2016

John Richardson
18 Whisperwood Circle
Lubbock, TX 79416

Dear Mr. Richardson:

Please accept this letter of notification regarding your reappointment to the Board of Directors of the Lubbock Housing Authority (LHA). As Mayor, all appointments to LHA are under my authority, and I appreciate your willingness to continue serving in this capacity. The City Secretary's Office will officially notify you of your reappointment and will note your term of office.

Providing low and moderate income families and individuals with subsidized housing opportunities is critical to the overall quality of life in Lubbock. I am confident that you will continue to make a positive contribution to LHA's overall mission in this regard.

Thank you for your service to your community. Please let me know if I can ever be of help to you.

Respectfully yours,

Daniel M. Pope
Mayor

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