

**City of Lubbock, Texas  
Regular City Council Meeting  
Thursday, November 2, 2017**

Daniel M. Pope, Mayor  
Latrell 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



W. Jarrett Atkinson, City Manager  
Chad Weaver, City Attorney  
Rebecca Garza, City Secretary

<http://www.mylubbock.us>

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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.

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

**11:30 a.m. - City Council will convene in Work Session at the Lubbock Memorial Civic Center, 1501 Mac Davis Lane, in the Terrace Suite, to discuss items 1.-1.1.**

**Upon completion of the discussion of item 1.1, the City Council will recess, relocate, and reconvene in Work Session in Committee Room 103 at City Hall, 1625 13th Street, Lubbock, Texas, to discuss items 1.2-1.3.**

**At the completion of the Work Session, City Council recesses into Executive Session to consider items 2.-2.1.**

**5:15 p.m. -- City Council reconvenes in open session in City Hall Council Chambers to consider items 3.-7.13.**

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. 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, operation, 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.

1. 2. Hear and discuss presentations from City staff on the following topics:
  - FY 2017/2018 Budget and implementation including Development Services reorganization, goals and implementation; Capital Projects implementation; Fleet services; North and East Lubbock owner-occupied rehabilitation project; staffing and special projects including but not limited to operational studies and general policies review and revision
  - City of Lubbock Department of Public Health Operations, Services and Funding
  - Citizens Tower Update
  - Organizational Culture and Leadership
  
1. 3. The City Council may discuss:
  - 1) one or more Consent Agenda items that have been pulled from the Consent Agenda, pursuant to Resolution No. 2015-R0205; or
  - 2) any item from the Regular Agenda, except an item that requires a public hearing. All public hearings will be held during consideration of the Regular Agenda. No action will be taken by the City Council during the Work Session.

## 2. **Executive Session**

2. 1. Hold an executive session in accordance with Texas Government Code, Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Electric Utility Board and the West Texas Municipal Power Agency (WTMPA).

## 3. **Proclamations and Presentations**

3. 1. Invocation by Chaplain Janet Railey, Restoration Empowerment Center
  
3. 2. Pledges of Allegiance
  
3. 3. Presentation of a Special Recognition to Officer Amanda Hayes and the Chatman Park Neighborhood children for organizing a park clean-up event and for their service to the community.

## 3. 4. **Board Recognitions:**

Appointments Advisory Board  
Jim Gomez

North Point Public Improvement District Advisory Board  
Tyson Reed

4. **Citizen Comments - Pursuant to City Council Resolution 2014-R0320, any citizen wishing to appear before a regular meeting of the City Council shall:**
  - 1) **Notify the City Manager's office of that fact, by 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**
  - 2) **sign up to speak at the City Council meeting itself, by completing the form provided at the meeting, with regard to any item posted on the City Council agenda.**

**See the Supplemental Citizen Comment Agenda.**

5. **Minutes**

5. 1. October 12, 2017 Regular City Council Meeting

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

6. 1. **Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance No. 2017-O0134, Amendment 2, amending the FY 2017-18 Budget for municipal purposes respecting the grant fund to accept and appropriate funding from the Texas Department of Aging and Disability Services (TDADS) pass-through federal funds from the South Plains Association of Governments (SPAG) for the Area Agency on Aging (AAA) – Direct Purchase of Services Grant; providing for filing; and providing for a savings clause.

6. 1. 1. **Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute a contract and all related documents with the South Plains Association of Governments (SPAG), related to funds passed through the U.S. Department of Health and Human Services to the Texas Department on Aging and Disability Services (TDADS) for an Area Agency on Aging (AAA) Direct Purchase of Services Program to provide meals and transportation services for the City Of Lubbock's Senior Citizens Program.

6. 2. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Street Use License with Kelsey Park Homeowners Association, Inc., for the right and privilege to use a portion of a dedicated street for an electrical line for landscape lighting across Memphis Avenue, 3601 130th Street.

6. 3. **Resolution – Engineering:** Consider a resolution authorizing the Mayor to execute Contract 13613 with Utility Contractors of America, Inc. of Lubbock, Texas for the construction of a new 12-inch waterline along Kent Street.

6. 4. **Ordinance 2nd Reading - Water Utilities** Consider Ordinance No. 2017-00143, amending Section 28.10.053 of the Code of Ordinances related to backflow protection requirements for water customers with access to an auxiliary water supply, and water well registration.
6. 5. **Resolution – Water Utilities:** Consider a resolution authorizing the Mayor to execute Change Order No. 3 to Contract 12218 with Utility Contractors of America, Inc., for South Lubbock Sanitary Sewer Extension Phase 2/A Capital Improvements Project.
6. 6. **Ordinance 2nd Reading - Public Works Traffic Operations:** Consider Ordinance No. 2017-00144, amending Section 20.05.103 of the Code of Ordinances of the City of Lubbock, with regard to the establishment of a school zone for Legacy Elementary School.
6. 7. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order 33000930 with Dell Marketing LP, for DR Appliances and Servers for the Data Centers.
6. 8. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order 33100016 with Solid Optics LLC, for Optics for Network Connections.
6. 9. **Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute Contract 13822, between the City of Lubbock and Wilkerson Investment Company, for the purchase of real property for City use.
6. 10. **Resolution - Health:** Consider a resolution authorizing the City Council to appoint Dr. Ronald L. Cook, DO, MBA, as the Local Health Authority for the City of Lubbock.
6. 11. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute Purchase Order 31035983 with Kinloch Equipment & Supply, Inc., for the purchase of a Grapple body installed on a City-owned chassis for Solid Waste Residential Collection.
6. 12. **Resolution – Police:** Consider a resolution authorizing the Mayor to execute the Texas Anti-Gang Center-Lubbock (“TAG Center – Lubbock”) interlocal agreement by and between the City of Lubbock, Lubbock County, Texas, the State of Texas, and the United States of America,
6. 13. **Resolution – Economic Development:** Consider a resolution to approve a program or expenditure of the Lubbock Economic Development Alliance to be provided to Hoverstate, Inc. pursuant to Section 501.073 of the Texas Local Government Code.
7. **Regular Agenda**

7. 1. **Ordinance 2nd Reading – Planning:** Consider Ordinance No. 2017-O0135, for Zone Case 1760-C, a request of Benny Nixon for a zoning change from C-3 to C-4 limited to a used car dealership and all unconditionally permitted C-3 uses on Tract B, Alliance Acres Addition, 5801 34th Street.
7. 2. **Ordinance 2nd Reading – Planning:** Consider Ordinance No. 2017-O0136, for Zone Case 1968-G, a request of Condray Design Group, for South Plains Surgery Center, for a zoning change from GO to AM on Tract G-1-B-1, Rushland Park Addition, 4412 6th Street.
7. 3. **Ordinance 2nd Reading – Planning:** Consider Ordinance No. 2017-O0137, for Zone Case 2622-C, a request of Vicki Sawyer, for Jimmy Owens, for a zoning change from C-2 Specific Use to C-2 Specific Use for a veterinary clinic, C-2 limited to a beauty salon, and GO on Lot 265 and the west 50' of Lot 266, Gatewood Addition, 2734 and 2736 82nd Street.
7. 4. **Ordinance 2nd Reading – Planning:** Consider Ordinance No. 2017-O0138, for Zone Case 2916-A, a request of AMD Engineering, LLC, for Mel Shook, for a zoning change from C-3 and T to IHI on 23.67 acres of unplatted land out of Block AK, Section 26, 8312 and 8702 Upland Avenue.
7. 5. **Ordinance 2nd Reading – Planning:** Consider Ordinance No. 2017-O0139, for Zone Case 2984-J, a request of AMD Engineering, LLC, for Oakmont Estates Investments of Lubbock, LLC, for a zoning change from R-1 Specific Use to R-1 Specific Use for garden homes with reduced setbacks on 4.06 acres of unplatted land out of Block E-2, Section 23, 4902 118th Street.
7. 6. **Ordinance 2nd Reading – Planning:** Consider Ordinance No. 2017-O0140, for Zone Case 3257-C, a request of Burl W. Masters, for 1585 Development, LLC, for a zoning change from R-1 Specific Use to R-2 Specific Use for townhomes on 7.7 acres of unplatted land out of Block AK, Section 1, 13502 University, and consider an ordinance.
7. 7. **Ordinance 2nd Reading – Planning:** Consider Ordinance No. 2017-O0141, for Zone Case 3257-D, a request of Burl W. Masters, for 1585 Development, LLC, for a zoning change from R-2 and GO to GO, AM, R-1, and C-4 Specific Use for an event center on 43.3 acres of unplatted land out of Block AK, Section 1, 13401 Indiana Avenue.
7. 8. **Ordinance 2nd Reading – Planning:** Consider Ordinance No. 2017-O0142, for Zone Case 3312-A, a request of Hugo Reed and Associates, Inc., for In Touch Real Estate, Inc., for a zoning change from T to GO, AM, C-3, and C-4 Specific Use for mini-warehouses on 50.9 acres of unplatted land out of Block AK, Section 23, 10610 Upland Avenue, and consider an ordinance.

7. 9.       **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Contract 13649 with Primitive Social, LLC, for Website Design and Content Management System.
  
7. 10.      **Resolution – Councilwoman Shelia Patterson Harris:** Consider a resolution authorizing the Mayor to execute for and on behalf of the City of Lubbock a Commitment Agreement by and between the City of Lubbock and Guadalupe-Parkway Neighborhood Centers, Inc.
  
7. 11.      **Resolution - City Secretary:** Consider a resolution authorizing the City Council to cast votes for candidates to the Lubbock Central Appraisal District Board of Directors.
  
7. 12.      **Board Appointments - City Secretary:** Consider one appointment to West Texas Municipal Power Agency (WTMPA) Board.
  
7. 13.      **Board Appointments - City Secretary:** Consider four appointments to the Electric Utility Board.



**Regular City Council Meeting**

**2. 1.**

**Meeting Date:** 11/02/2017

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**Information**

**Agenda Item**

Hold an executive session in accordance with Texas Government Code, Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Electric Utility Board and the West Texas Municipal Power Agency (WTMPA).

**Item Summary**

**Fiscal Impact**

**Staff/Board Recommending**

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**Attachments**

*No file(s) attached.*

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**Regular City Council Meeting**

**3. 4.**

Meeting Date: 11/02/2017

Submitted By: Courtney Paz, City Secretary

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Information

Summary

**Board Recognitions:**

Appointments Advisory Board

Jim Gomez

North Point Public Improvement District Advisory Board

Tyson Reed

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Attachments

*No file(s) attached.*

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**Regular City Council Meeting**

**5. 1.**

**Meeting Date:** 11/02/2017

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**Information**

**Agenda Item**

October 12, 2017 Regular City Council Meeting

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**Attachments**

10.12.2017

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**CITY OF LUBBOCK**  
**REGULAR CITY COUNCIL MEETING**  
**October 12, 2017**  
**3:30 P.M.**

The City Council of the City of Lubbock, Texas met in regular session on the 12th of October, 2017, in City Council Committee Room 103, City Hall, 1625 13th Street, Lubbock, Texas at 3:30 p.m.

**3:31 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 W. Jarrett Atkinson; City Secretary Rebecca Garza; City Attorney Chad Weaver; Assistant City Manager Bill Howerton

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

- *1.1-1.2; Executive Session; 3.1-3.3; Citizen Comments; 5.1; 6.1-6.14; 6.16-6.25; 6.27-6.29; 6.15; 6.26; and 7.1-7.11.*
- *Item 7.6 was postponed to the November 16, 2017 Regular City Council Meeting.*

**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.** Presentation by City Staff regarding Recycling opportunities in Lubbock

Bill Howerton, Assistant City Manager, introduced this item.

Wood Franklin, Director of Public Works, gave a presentation and answered questions from City Council.

Penny Morin, Solid Waste Manager of Collections; Scott Snider, Assistant City Manager; Tyron Rainwater, Solid Waste Foreman of Recycling; and Jarrett Atkinson, City Manager, gave comments and answered questions from City Council.

**1. 2.** The City Council may discuss:

1) one or more Consent Agenda items that have been pulled from the Consent Agenda, pursuant to Resolution No. 2015-R0205; or 2) any item from the Regular Agenda, except an item that requires a public hearing. All public hearings will be held during consideration of the Regular Agenda. No action will be taken by the City Council during the Work Session.

**No items were discussed.**

**2. Executive Session**

**The meeting recessed at 4:13 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 5:19 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. Auditorium/Coliseum

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. Auditorium/Coliseum

2. 2. 2. Citizens Tower Complex

2. 2. 3. 1611 10th Street, Lubbock, TX 79401

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

2. 4. Hold an executive session in accordance with Texas Government Code, Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Electric Utility Board.

**3. Proclamations and Presentations**

3. 1. Invocation by Minister Janet Railey, Restoration Empowerment Center

Minister Janet Railey was unable to appear. Council Member Shelia Patterson Harris led the invocation.

3. 2. Pledges of Allegiance

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

3. 3. Presentation of a Special Recognition to honor October as Pregnancy and Infant Loss Awareness Month in Lubbock

Mayor Pro Tem Latrelle Joy presented a special recognition to honor October as Pregnancy and Infant Loss Awareness Month in Lubbock. Suzy Emre, Founder of Pregnancy and Infant Loss Awareness of Lubbock, appeared to accept the recognition. Ms. Emre gave

comments and thanked the Mayor and City Council for the recognition.

**NOTE:** Mayor Dan Pope read a Special Recognition in honor and memory of Floyd East Jr., a Texas Tech University Police Officer, who tragically died in the line of duty.

4. **Citizen Comments - Pursuant to City Council Resolution 2014-R0320, any citizen wishing to appear before a regular meeting of the City Council shall: 1) Notify the City Manager's office of that fact, by 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 2) sign up to speak at the City Council meeting itself, by completing the form provided at the meeting, with regard to any item posted on the City Council agenda.**

No one appeared to speak.

5. **Minutes**

5. 1. September 7, 2017 Special City Council Meeting  
September 14, 2017 Regular City Council Meeting

Motion by Council Member Steve Massengale, seconded by Council Member Karen Gibson to approve the September 7, 2017 Special City Council Meeting minutes and the September 14, 2017 Regular City Council Meeting minutes.

**Vote:** 7 - 0 Motion carried

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

Motion by Council Member Jeff Griffith, seconded by Mayor Pro Tem Latrelle Joy to approve items 6.1-6.14; 6.16-6.25; and 6.27-6.29.

**Vote:** 7 - 0 Motion carried

6. 1. **Budget Amendment Ordinance 1st Reading - Finance:** Ordinance No. 2017-O0129, Amendment 1, amending the FY 2017-18 Budget for municipal purposes respecting the grant fund to accept and appropriate funding from the Federal Transit Administration (FTA) for the FY 2016 Section 5339 Grant; providing for filing; and providing for a savings clause.
6. 2. **Resolution - Finance:** Resolution No. 2017-R0357 expressing intent to finance expenditures to be incurred for various capital projects and equipment approved by the City Council in the FY 2017-18 Budget and Capital Program and to reimburse itself from the proceeds of obligations that will be issued after the expenditure of funds to pay costs of such projects and equipment.

6. 3. **Resolution - Finance:** Resolution No. 2017-R0358 authorizing the City Manager to approve change orders for \$50,000 or less.
6. 4. **Ordinance 1st Reading – Right-of-Way:** Ordinance No. 2017-O0130 abandoning and closing 3 Lubbock Power and Light (LP&L) 5-foot underground utility easements and 2 LP&L transformer pad easements located in Lots 286, 296, 298, 301, 302, Lakeridge Estates of Lubbock Addition to the City of Lubbock, Lubbock County, Texas, 106th Street and Salem Avenue.
6. 5. **Ordinance 1st Reading – Right-of-Way:** Ordinance No. 2017-O0131 abandoning and closing portions of 2 storm water storage and drainage easements located in Section 4, Block AK, Lubbock County, Texas, south of FM 1585 & west of Indiana Avenue.
6. 6. **Resolution - Engineering:** Resolution No. 2017-R0359 authorizing the Mayor to execute Contract 13609 with Speedcrete, Inc., for construction of Municipal ADA Improvements at Various Locations throughout Lubbock.
6. 7. **Resolution – Engineering:** Resolution No. 2017-R0360 authorizing the Mayor to execute Change Order 001 for Contract 13037 with Ace Pipe Cleaning, Inc., for the rehabilitation of Canyon Lakes Sanitary Sewer Interceptor Rehabilitation Phase 1A project.
6. 8. **Resolution - Engineering:** Resolution No. 2017-R0361 authorizing the Mayor to execute Contract 13702, an Agreement to Contribute Right-of-Way Funds to the State of Texas through the Texas Department of Transportation (TxDOT) regarding highway improvements on Highway No. FM 1585 from US 62/82 to US 87.
6. 9. **Resolution - Engineering:** Resolution No. 2017-R0362 authorizing the Mayor to execute a Master Agreement Governing Local Transportation Project Advance Funding Agreements with the State of Texas through the Texas Department of Transportation (TxDOT).
6. 10. **Resolution - Water Utilities:** Resolution No. 2017-R0363 authorizing the Mayor to execute Contract 13423 with Evoqua Water Technologies, LLC, for the North Water Treatment Plant and South Water Treatment Plant Chlorine Dioxide Procurement Package.
6. 11. **Resolution – Water Utilities:** Resolution No. 2017-R0364 authorizing the Mayor to execute an Interlocal Wholesale Wastewater Sales contract with the Texas Department of Criminal Justice (TDCJ), for continued wastewater services outside the City of Lubbock municipal boundaries, at the John T. Montford Prison Unit.
6. 12. **Resolution - Information Technology:** Resolution No.'s 2017-R0365, 2017-R0366, and 2017-R0367 authorizing the Mayor to execute Purchase Order Contracts, 33000908, 33000909 and 33000911 with Dell Marketing LP for the purchase of equipment for the Alternate Data Center.
6. 13. **Resolution - Information Technology:** Resolution No.'s 2017-R0368, 2017-R0369, and 2017-R0370 authorizing the Mayor to execute Purchase Order Contracts, 33000910, 33000914 and 33000915 with Kudelski Security, Inc., for the purchase of equipment for the Alternate Data Center.

6. 14. **Resolution - Information Technology:** Resolution No. 2017-R0371 authorizing the Mayor to execute Purchase Order Contract 33000912 with Dell Marketing LP for the purchase of a Volume License Agreement for the VMware Enterprise License Agreement.
6. 15. **Resolution - Facilities:** Resolution No. 2017-R0383 authorizing the Mayor to execute Contract 13524 with Johnson General Contractors Group, LLC, for the Lubbock Power & Light Substation Office Renovations.

Jarrett Atkinson, City Manager, gave comments and answered questions from City Council.

Motion by Council Member Karen Gibson, seconded by Council Member Steve Massengale to approve Resolution No. 2017-R0383.

**Vote:** 6 - 0 Motion carried

Other: Mayor Pro Tem Latrelle Joy (RECUSE)

6. 16. **Ordinance 2nd Reading - Libraries:** Ordinance No. 2017-O0123 adding the President of the South Plains Genealogical Society as a member of the Lubbock Libraries Board.
6. 17. **Ordinance 1st Reading - Aviation:** Ordinance No. 2017-O0132 amending Chapter 6 of the Code of Ordinances - Aviation and Airports, to provide for the appointment of a Chief Law Enforcement Officer at Lubbock Preston Smith International Airport, and to conform the duties of the Director of Aviation.
6. 18. **Resolution - Aviation:** Resolution No. 2017-R0372 authorizing the Mayor to repeal the Land Brokerage Policy at Lubbock Preston Smith International Airport.
6. 19. **Resolution - Aviation:** Resolution No. 2017-R0373 authorizing the Mayor to execute Purchase Order Contract 25100898 with Ennis Paint, Inc., for runway and taxiway paint at Lubbock Preston Smith International Airport.
6. 20. **Resolution - Aviation:** Resolution No. 2017-R0374 authorizing the Mayor to execute Change Order 001 with Duinink, Inc., to Contract 13295, for the East General Aviation Ramp Rehabilitation at Lubbock Preston Smith International Airport.
6. 21. **Resolution - Aviation:** Resolution No. 2017-R0375 authorizing the Mayor to execute Contract 13161, a Lease Agreement between the City of Lubbock and Mobilitie Investments III, LLC, for a Distributed Antenna System (DAS) at Lubbock Preston Smith International Airport.
6. 22. **Resolution - Transit:** Resolution No. 2017-R0376 authorizing the Mayor, or his designee, to execute a Transportation Development Credit Agreement, TxDOT Project # TDC 1702 (05), by and between the City of Lubbock on behalf of Citibus, and the Texas Department of Transportation (TxDOT).
6. 23. **Resolution - Health:** Resolution No. 2017-R0377 authorizing and directing the Mayor to execute for and on behalf of the City of Lubbock, Professional Services Contract 13527, by and between the City of Lubbock and Justice Benefits, Incorporated, for Federal Financial Participation services to be provided to the City of Lubbock Health Department.

- 6. 24. Resolution - Fleet Services:** Resolution No. 2017-R0378 authorizing the Mayor to execute Purchase Order Contract 31035624, with R & B Bearings & Hydraulics, Inc., for hydraulic cylinders and hydraulic pumps for residential collections vehicles.
- 6. 25. Resolution - Parks and Recreation:** Resolution No. 2017-R0379 authorizing the Mayor, on behalf of the City of Lubbock, to accept from Lubbock Independent School District (LISD), a 0.1971 acre tract of land located on North Zenith Avenue, in Section 2, Block A, Lubbock County, Texas.
- 6. 26. Resolution - Human Resources:** Resolution No. 2017-R0384 authorizing the City Manager to execute a Memorandum of Understanding between the City of Lubbock and Methodist Children's Hospital d/b/a Covenant Children's Hospital, in connection with Section 340B of the Public Health Services Act.

Jarrett Atkinson, City Manager, gave comments and answered questions from City Council.

Motion by Council Member Jeff Griffith, seconded by Council Member Shelia Patterson Harris to approve Resolution No. 2017-R0384.

**Vote:** 6 - 0 Motion carried

Other: Mayor Daniel M. Pope (RECUSE)

- 6. 27. Resolution - Police:** Resolution No. 2017-R0380 authorizing the Mayor to execute for and on behalf of the City of Lubbock, Contract 13655, a Professional Service Agreement, including an application and related documents, for inclusion of the City of Lubbock Police Department in the Texas Department of Public Safety-Texas Law Enforcement Support Office (LESO) 1033 Military Surplus Property Program, as agent for the United States Department of Defense (DOD), for the transfer of excess U. S. DOD personal property for use by law enforcement agencies.
- 6. 28. Resolution - Economic Development:** Resolution No. 2017-R0381 approving a program or expenditure of Market Lubbock, Inc. to be provided to Nicky Boatwright, PC, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation.
- 6. 29. Resolution - Economic Development:** Resolution No. 2017-R0382 approving a program or expenditure of Market Lubbock, Inc., to be provided to Lubbock Beer Garden, LLC, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation.

## **7. Regular Agenda**

- 7. 1. Ordinance 2nd Reading – Planning:** Ordinance No. 2017-O0124, for Zone Case 698-A, a request of Restoration Empowerment Center, for a zoning change from R-3 (Multi-Family) and T (Transition) to A-2 (High-Density Apartment) Specific Use, for a homeless shelter on Lot 31-A and Lot 32 and a 17-foot x 174-foot alley, Puckett Suburban Homes Addition, 1601 Vanda Avenue.

Jarrett Atkinson, City Manager; Dennis Carrizales, Planning and Zoning Manager; and

Janet Railey, proponent, gave comments and answered questions from City Council.

Motion by Council Member Shelia Patterson Harris, seconded by Council Member Juan A. Chadis to approve Ordinance No. 2017-00124.

**Vote:** 7 - 0 Motion carried

- 7. 2. Ordinance 2nd Reading – Planning:** Ordinance No. 2017-00125, for Zone Case 1542-U, a request of Pep Boys, for Just Brakes, for a zoning change from C-4 (Commercial) Specific Use, to C-4 Limited to an automobile brake shop, automobile transmission shop, and automobile sales and service and all unconditionally permitted C-3 (General Retail) uses on Lots 1-A-1, 1-A-2, and 2-A, Block 1, Furr Wolf Addition, 4417 South Loop 289.

Jarrett Atkinson, City Manager; Dennis Carrizales, Planning and Zoning Manager; and Chad Weaver, City Attorney, gave comments and answered questions from City Council.

Motion by Council Member Karen Gibson, seconded by Council Member Shelia Patterson Harris to approve Ordinance No. 2017-00125.

**Vote:** 4 - 3 Motion carried

NAY: Mayor Daniel M. Pope  
Mayor Pro Tem Latrelle Joy  
Council Member Juan A. Chadis

- 7. 3. Ordinance 2nd Reading – Planning:** Ordinance No. 2017-00126, for Zone Case 2565-D, a request of Vincent Gerard & Associates, Inc., for Verizon Wireless, for a zoning change from A-2 High-Density Apartment) to A-2 Specific Use for a 110-foot telecommunications tower on 0.2296 acres of unplatted land out of Block E, Section 5, 1102 70th Street.

Dennis Carrizales, Planning and Zoning Manager, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Latrelle Joy, seconded by Council Member Karen Gibson to approve Ordinance No. 2017-00126.

**Vote:** 7 - 0 Motion carried

- 7. 4. Ordinance 2nd Reading – Planning:** Ordinance No. 2017-00127, for Zone Case 2984-I, a request of Betenbough Homes for a zoning change from A-2 (High-Density Apartment) to R-1 (Single-Family Residential) Specific Use, for reduced setbacks on 5.715 acres of unplatted land out of Block AK, Section 38, 6601 37th Street.

Dennis Carrizales, Planning and Zoning Manager, gave comments and answered questions from City Council.

Motion by Council Member Karen Gibson, seconded by Mayor Pro Tem Latrelle Joy to approve Ordinance No. 2017-00127.

**Vote:** 7 - 0 Motion carried

7. 5. **Ordinance 2nd Reading – Planning:** Ordinance No 2017-O0128, for Zone Case 3322, a request of Veena Bodhireddy for a zoning change from R-1 (Single-Family Residential) to AM (Apartment Medical) on 3.31 acres of unplatted land out of Block E-2, Section 20, 2702 98th Street.

Dennis Carrizales, Planning and Zoning Manager, gave comments and answered questions from City Council.

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to approve Ordinance No. 2017-O0128.

**Vote:** 7 - 0 Motion carried

7. 6. **Resolution - Planning:** Consider a resolution approving and granting a variance from the applicable 300 feet minimum distance provisions of City of Lubbock Ordinance 2009-O0060, at the location of 2002 Broadway Avenue, for an alcoholic beverage permit for Broadway Concepts, LLC.

**This item was postponed.**

Dennis Carrizales, Planning and Zoning Manager, gave comments and answered questions from City Council.

Motion by Council Member Steve Massengale, seconded by Council Member Jeff Griffith to postpone this item to the November 16, 2017 Regular City Council Meeting.

**Vote:** 7 - 0 Motion carried

7. 7. **Resolution - Planning:** Resolution No. 2017-R0385 approving and granting a variance from the applicable 300 feet minimum distance provisions of City of Lubbock Ordinance 2009-O0060 at the location of 11814 Indiana Avenue, for an alcoholic beverage permit for Harrigan's.

Dennis Carrizales, Planning and Zoning Manager, gave comments and answered questions from City Council.

Motion by Council Member Karen Gibson, seconded by Council Member Juan A. Chadis to approve Resolution No. 2017-R0385.

**Vote:** 6 - 1 Motion carried

NAY: Council Member Juan A. Chadis

7. 8. **Ordinance 1st Reading - Public Works Traffic Engineering:** Ordinance No. 2017-O0133 amending Section 20.05.102 of the Code of Ordinances of the City of Lubbock, with regard to lowering the speed limit from 55 mph to 45 mph on North Milwaukee from the Northernmost City Limits to Erskine Street.

Jarrett Atkinson, City Manager; and Wood Franklin, Director of Public Works, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Latrelle Joy, seconded by Council Member Juan A. Chadis to approve Ordinance No. 2017-00133.

**Vote:** 7 - 0 Motion carried

- 7. 9. Resolution - Emergency Management:** Resolution No. 2017-R0386 authorizing the Mayor to execute Purchase Order 10018926 for the purchase of mass notification system services, per GSA Contract GS-35F-0692P, by and between the City of Lubbock and Everbridge, Inc.

Jarrett Atkinson, City Manager, introduced this topic.

Lance Phelps, Fire Chief, gave a presentation and answered questions from City Council.

Motion by Council Member Jeff Griffith, seconded by Council Member Shelia Patterson Harris to approve Resolution No. 2017-R0386.

**Vote:** 7 - 0 Motion carried

- 7. 10. Board Appointments - City Secretary:** Resolution No. 2017-R0387 authorizing the City Council to nominate board members to serve as Appraisal District Directors for the Lubbock Central Appraisal District.

Rebecca Garza, City Secretary; and Jarrett Atkinson, City Manager, gave comments and answered questions from City Council.

Motion by Council Member Steve Massengale, seconded by Council Member Shelia Patterson Harris to approve Resolution No. 2017-R0387.

**Vote:** 7 - 0 Motion carried

- 7. 11. Board Appointments - City Secretary:** Consider two appointments to the Annexation & Growth Advisory Committee, three appointments to the Appointments Advisory Board, one appointment to the Building Board of Appeals, one appointment to the Board of Health, one appointment to Civic Lubbock, Inc. Board of Directors, two appointments to the Model Codes & Construction Advisory Board, three appointments to the Museum & Arts Standing Sub-Committee, two appointments to the North Point Public Improvement District Advisory Board and five appointments to the Planning and Zoning Commission.

Chad Weaver, City Attorney; Danielle Whitfill, Senior Financial Analyst; and Jarrett Atkinson, City Manager, gave comments and answered questions from City Council.

**Annexation & Growth Advisory Committee:** Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to reappoint Greg Garrison and Trey Strong.

**Vote:** 7 - 0 Motion carried

**Appointments Advisory Board:**

Motion by Council Member Steve Massengale, seconded by Council Member Karen Gibson to appoint Samantha Spitzer to replace Nicholas Atwood.

**Vote:** 7 - 0 Motion carried

Motion by Council Member Steve Massengale, seconded by Council Member Karen Gibson to appoint Jim Gomez to replace Eddie Harris.

**Vote:** 7 - 0 Motion carried

Nominations for the position to replace Judith Keller were as follows:

Gulrez Khan  
Mary Gerlach

Votes were taking as follows:

Gulrez Khan: No Votes

Mary Gerlach: 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, and Council Member Shelia Patterson Harris.

Mary Gerlach was declared appointed to the Appointments Advisory Board.

**Building Board of Appeals:** Motion by Council Member Karen Gibson, seconded by Council Member Shelia Patterson Harris to appoint Jacob Kirkland to replace Jerrod Kerr.

**Vote:** 7 - 0 Motion carried

**Board of Health:** Motion by Council Member Karen Gibson, seconded by Mayor Pro Tem Latrelle Joy to appoint Mitzi Umstot to replace Dr. Susan Hendrick.

**Vote:** 7 - 0 Motion carried

**Civic Lubbock, Inc. Board of Directors:** Motion by Council Member Steve Massengale, seconded by Council Member Jeff Griffith to appoint Jim Douglass to replace Peter Hur.

**Vote:** 7 - 0 Motion carried

**Model Codes & Construction Advisory Board:** Motion by Council Member Jeff Griffith, seconded by Council Member Karen Gibson to reappoint Miles Hardaway and Gary Rothwell.

**Vote:** 7 - 0 Motion carried

**Museum & Arts Standing Sub-Committee:**

Motion by Council Member Karen Gibson, seconded by Mayor Pro Tem Latrelle Joy to reappoint Heather Hocker and Patricia Maines.

**Vote:** 7 - 0 Motion carried

Motion by Council Member Shelia Patterson Harris, seconded by Mayor Pro Tem Latrelle Joy to appoint Shirley Green to replace Larry Simmons.

**Vote:** 7 - 0 Motion carried

**North Point Public Improvement District Advisory Board:**

Motion by Council Member Jeff Griffith, seconded by Council Member Juan A. Chadis to reappoint David Miller.

**Vote:** 7 - 0 Motion carried

Motion by Council Member Karen Gibson, seconded by Council Member Juan A. Chadis to appoint Tyson Reed to replace Tyler McDougal.

**Vote:** 7 - 0 Motion carried

**Planning and Zoning Commission:** Motion by Council Member Steve Massengale, seconded by Council Member Karen Gibson to reappoint Edwin Gloyna, Eddie Harris, Mike Jackson, Jesus Mendoza, and Joe Rose.

**Vote:** 7 - 0 Motion carried

**7:09 P.M. CITY COUNCIL ADJOURNED**

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

The October 12, 2017 Regular City Council Meeting minutes were approved by the City Council on the 2nd day of November, 2017.

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DANIEL M. POPE, MAYOR

ATTEST:

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Rebecca Garza, City Secretary



**Regular City Council Meeting**

**6. 1.**

**Meeting Date:** 11/02/2017

---

### **Information**

#### **Agenda Item**

**Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance No. 2017-O0134, Amendment 2, amending the FY 2017-18 Budget for municipal purposes respecting the grant fund to accept and appropriate funding from the Texas Department of Aging and Disability Services (TDADS) pass-through federal funds from the South Plains Association of Governments (SPAG) for the Area Agency on Aging (AAA) – Direct Purchase of Services Grant; providing for filing; and providing for a savings clause.

#### **Item Summary**

On October 26, 2017, the City Council approved the first reading of the ordinance.

Accept and appropriate \$165,717 from TDADS pass-through federal funding from SPAG for the AAA Direct Purchase of Services Grant and appropriate \$34,055 of program revenue, for a total program budget of \$216,814.

#### **Fiscal Impact**

Included in Item Summary

#### **Staff/Board Recommending**

D. Blu Kostelich, Chief Financial Officer

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### **Attachments**

Budget Amendment 2

Grant Detail

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE FY 2017-18 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS DEPARTMENT OF AGING AND DISABILITY SERVICES (TDADS) PASS-THROUGH FEDERAL FUNDS FROM THE SOUTH PLAINS ASSOCIATION OF GOVERNMENTS (SPAG) FOR THE AREA AGENCY ON AGING (AAA) – DIRECT PURCHASE OF SERVICES GRANT; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

WHEREAS, the City Council deems it advisable to change the FY 2017-18 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 2017-18 (Budget Amendment #2) for municipal purposes, as follows:

- I. Accept and appropriate \$165,717 from TDADS pass-through federal funding from SPAG for the AAA Direct Purchase of Services Grant and appropriate \$34,055 of program revenue, for a total program budget of \$216,814.

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:

  
\_\_\_\_\_  
D. Blu Kostelich  
Chief Financial Officer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Amy Sims  
Assistant City Attorney

**City of Lubbock, TX**  
**Grant Award**  
**New Grant - Budget Detail**  
**October 26, 2017**

**Administrative Information:**

City Assigned Grant Number:	84011 & 84012
Grant Name:	Area Agency on Aging - Direct Purchase of Services
Grant Effective Date:	10/01/2017-09/30/2018
Grant Provider/Agency:	South Plains Association of Governments
Grant Award Amount:	\$ 165,717
Program Income:	34,055
In-Kind City Grant Match:	17,042
	\$ 216,814

**Personnel Information:**

# of part-time positions funded w/grant	7
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Title of Position	Annual Salary	Annual Benefits	Grant	General Fund
PT Transportation Aide	\$ 12,284	940	13,224	-
PT Transportation Aide	10,920	835	11,755	
PT Transportation Aide	10,920	835	11,755	-
PT Assistant Center Supervisor	10,002	765	4,422	6,345
PT Assistant Center Supervisor	10,002	765	4,422	6,345
PT Assistant Center Supervisor	10,002	765	4,422	6,345
PT Assistant Center Supervisor	10,002	765	4,573	6,194
<b>Total</b>	<b>\$ 74,132</b>	<b>5,671</b>	<b>54,575</b>	<b>25,229</b>

**Budget Information:**

Project Detail	Cost
Compensation	\$ 54,575
Professional Services (Meals from Vendor)	162,239
<b>Total Project Amount</b>	<b>\$ 216,814</b>



## Regular City Council Meeting

6. 1. 1.

Meeting Date: 11/02/2017

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### Information

#### Agenda Item

**Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute a contract and all related documents with the South Plains Association of Governments (SPAG), related to funds passed through the U.S. Department of Health and Human Services to the Texas Department on Aging and Disability Services (TDADS) for an Area Agency on Aging (AAA) Direct Purchase of Services Program to provide meals and transportation services for the City Of Lubbock's Senior Citizens Program.

#### Item Summary

The City has contracted with SPAG for the AAA Direct Purchase of Services Program Grant for the past 38 years to provide services for senior citizens through the city's 5 senior program sites. The City's Senior Program targets any citizen 60 years of age or older to provide a hot meal, transportation, and recreational and social activities.

The FY 2017-18 agreement with SPAG provides reimbursement for meals and transportation service units. Meals are currently supplied by BCS Catering at a cost of \$4.85 per meal. Staff anticipates serving approximately 30,100 meals and approximately 7,600 units of transportation. The grant will reimburse approximately 18,060 eligible meal units at \$7.70 per unit for a total of \$139,062. The grant will also reimburse approximately 3,078 eligible transportation units at \$8.66 per unit for a total of \$26,655. The grant totals \$165,717.

Monetary donations are accepted from those individuals who utilize meal and transportation services. The recommended donation is \$3 per meal for those 60 years of age and over. Those under age 60 must pay \$8.50 per meal as required by SPAG regulations. The recommended donation for transportation is \$1.00, per one-way trip. The estimated program revenues for FY 2017-18 total \$34,055.

#### Fiscal Impact

This contract will provide approximately \$216,814 of meal service, transportation and administrative costs. The required match for the contract is \$17,042 from the City's contribution of full-time, budgeted, salaried personnel costs.

#### Staff/Board Recommending

Scott Snider, Assistant City Manager

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### Attachments

17-18 SPAG Resolution



**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 Area Agency on Aging Direct Purchase of Services Program Grant Agreement and related documents from the State of Texas, acting by and through the Texas Department of Aging and Disability Services and the South Plains Association of Governments (SPAG), for funds passed through the U.S. Department of Health and Human Services to the State of Texas. Said Grant Agreement will be used to provide an integrated service delivery system to meet the needs of older individuals and their caregivers, and the grant funds will be used only for the purposes for which they are intended under the grant. Said Grant Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
**DANIEL M. POPE, MAYOR**

**ATTEST:**

\_\_\_\_\_  
Rebecca Garza, City Secretary

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Bridget Faulkenberry, Director of Parks & Recreation

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Justin Pruitt, Assistant City Attorney



1323 58th St, PO Box 3730, Freedom Station  
Lubbock, TX 79452-3730  
(806) 687-0940  
(806) 765-9544  
1-888-418-6564



## **DIRECT PURCHASE OF SERVICE APPLICATION INFORMATION**

The South Plains Association of Governments Area Agency on Aging (SPAG AAA) is designated by the Texas Health and Human Services Commission (HHSC) to be the focal point for services to persons age 60 or older within the AAA's region. The SPAG AAA administers services funded by the Older Americans Act (OAA) with emphasis placed on frail, rural, low income and minority individuals. The AAA purchases various short-term services for eligible clients. Services are purchased from appropriate Subrecipients that have completed a Direct Purchase of Service (DPS) Application form, and have executed a Subrecipient Agreement with the AAA.

**Eligibility to Apply:** Organizations eligible to apply include private non-profit, private for-profit, and local city/county governmental entities, which have the capacity to meet the requirements of service delivery under DPS procedures.

**Debarred/Suspended Parties:** Debarred or suspended parties are ineligible to apply for funding and are excluded from participation in this program.

**Definition of Direct Purchase of Service (DPS):** DPS is a contracting methodology for the purchase of services by the AAA on a client-by-client basis in lieu of annualized contracting, or a fixed sum basis. It is a procurement methodology, which provides flexibility in the purchasing of services for participants in the OAA Programs.

**Application Process:** Interested parties may apply for consideration for participation in the Subrecipient pool by submitting a completed and signed direct purchase of service application, including all required attachments, and certification regarding debarment. If the application is approved by the AAA, a Subrecipient Agreement may be executed.



The South Plains Association of Governments Area Agency on Aging  
 Direct Purchase of Service  
 Fiscal Year 2017 Vendor Application/Renewal Update



Please type or clearly print application information.

City of Lubbock

Vendor Name/Legal Entity

DBA (if applicable)

Physical Address:

2001 19th Street (Lubbock Adult Activity Center), Parks Administration, 1611 10th Street, Lubbock, TX 79401

Mailing Address (complete even if same as above):

PO Box 2000, Lubbock, TX 79457

Tax Identification Number (SSN or Federal ID):

17560005906

Fax Number (including area code):

(806) 775-2686

Type of Provider (check one):

Governmental Agency

Private Non-Profit

Private For Profit

City Government

County Government

Other: \_\_\_\_\_

Authorizing Official:

Daniel M. Pope

Title:

Mayor

Email Address:

[dpope@mylubbock.us](mailto:dpope@mylubbock.us)

Telephone:

(806) 775-2050

Billing Contact Person and billing address:

Nancy Neill, City of Lubbock, PO Box 2000, 79456

Title:

Indoor Recreation Coordinator

Email Address:

[nneill@mylubbock.us](mailto:nneill@mylubbock.us)

Telephone:

(806) 775-2685

Number of Years Organization has been in business:

38 Years

Is Organization Bonded?

(Attach certificate of bonding insurance)

Yes

No

Has anyone involved in the direct provision of client services been convicted of a felony (In-home Services only)?

Not Applicable

Yes

No

If Yes, Explain:

Not Applicable

Does Organization have liability insurance?

(Attach certificate of all insurances)

Yes

No

**Attach a copy of all applicable State and Federal licenses and /or certifications for your business.**

Conflicts of Interest: Attach information of applicable names and relationship of any employee(s) or officers of your organization that may have a conflict of interest with the South Plains Association of Governments Area Agency on Aging staff person or Advisory Council member.



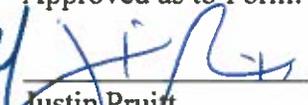
Attest:

\_\_\_\_\_  
Rebecca Garza  
City Secretary

Approved as to Content:

  
Bridget Faulkenberry  
Parks and Recreation Director

Approved as to Form:

  
Justin Pruitt  
Assistant City Attorney

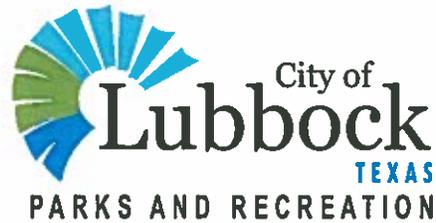


## **CERTIFICATE OF SELF-INSURANCE**

**The undersigned officer of the City of Lubbock, Texas, a Texas home rule municipality, hereby certifies that the City of Lubbock has a \$500,000.00 self-insured retention for Automobile and General Liability in accordance with the laws of the State of Texas. The City of Lubbock has a policy that covers Property/Bodily Injury over \$500,000.00 per occurrence with One Beacon America Insurance Company under policy #791-00-02-30-0008 which expires on 10/01/18. The current net asset balance of the self-insurance fund is \$10,605,382. The existing cash asset balance is \$12,840,264 as of the date stated below.**

By:   
**Lainey Morrison**  
**Risk Manager**

**Date: September 30, 2017**



**DATE**            October 1, 2017

**TO**                South Plains Association of Government

**FROM**            City of Lubbock – Senior Center Programs

**SUBJECT**        FY 2017-18 Operating Hours and Holidays for SPAG Grant

<u>Name of Sites</u>	<u>Number of Serving Days</u>	<u>Days and Hours of Operation</u>
Lubbock Adult Activity Center	251	M-F 8:00 am - 5:00 pm
Rawlings Community Center	251	M-F 8:30 am - 4:00 pm
Simmons Senior Center	251	M-F 8:30 am - 4:00 pm
Trejo Supercenter	251	M-F 8:30 am - 4:00 pm
Homestead Senior Program	251	M-F 10:00 am - 1:00 pm

<u>Holidays Observed</u>	<u>Dates Observed</u>
Thanksgiving Day	November 23, 2017
Day After Thanksgiving	November 24, 2017
Christmas Eve	December 22, 2017
Christmas Day	December 25, 2017
New Year's Day	January 1, 2018
Martin Luther King, Jr. Day	January 15, 2018
Good Friday	March 30, 2018
Memorial Day	May 28, 2018
4th of July	July 4, 2018
Labor Day	September 3, 2018



**SOUTH PLAINS ASSOCIATION OF GOVERNMENTS  
AREA AGENCY ON AGING  
SUBRECIPIENT AGREEMENT**

**City of Lubbock**, hereinafter referred to as Subrecipient, and **South Plains Association of Governments Area Agency on Aging (AAA)** do hereby agree to provide services effective beginning October 1, 2017, in accordance with the Older Americans Act of 1965 (OAA), as amended, regulations of the Health and Human Services Commission (HHSC), the AAA Direct Purchase of Services program and the stated Scope of Services.

The AAA Direct Purchase of Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (60 years of age or older) and their caregivers. This agreement provides a mechanism for the creation of an individualized network of community resources accessible to a program participant in compliance with the OAA and HHSC AAA Access and Assistance guidelines.

The purpose of the system of Access and Assistance is to develop cooperative working relationships with service providers to build an integrated service delivery system that ensures broad access to and information about community services, maximizes the use of existing resources, avoids duplication of effort, identifies gaps in services, and facilitates the ability of people who need services to easily find the most appropriate Subrecipient.

**1. SCOPE OF SERVICES**

- A. The Subrecipient agrees to provide the following service(s) as identified below to program participants authorized by the AAA staff, in accordance with the Subrecipient application, all required assurances, licenses, certifications and rate setting documents, as applicable.

Service:

**CONGREGATE MEALS  
TRANSPORTATION**

Service Definition:

**CONGREGATE MEAL** - A hot or other appropriate meal served to an eligible older individual which meets 33 $\frac{1}{3}$  percent of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary of Agriculture, and which is served in a congregate setting. The objective is to reduce food insecurity and promote socialization of older individuals. There are two types of congregate meals:

- Standard meal - A regular meal from the standard menu that is served to the majority or all of the participants.
- Therapeutic meal or liquid supplement - A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietitian (e.g., diabetic diet, renal diet, pureed diet, tube feeding).

**TRANSPORTATION** - Taking an older individual from one location to another but does not include any other activity. There are two types of transportation services:

- Demand/Response - transportation designed to carry older individuals from specific origin to specific destination upon request. Older individuals request the transportation service in advance of their need, usually twenty-four to forty-eight hours prior to the trip.

- Fixed Route - transportation service that operates in a predetermined route that has permanent transit stops, which are clearly marked with route numbers and departure schedules. The fixed-route does not vary and the provider strives to reach each transit stop at the scheduled time. The older individual does not reserve a ride as in a demand-response system; the individual simply goes to the designated location and at the designated time to gain access to the transit system.

Unit Definition:

**CONGREGATE MEALS:** One Meal  
**TRANSPORTATION – Demand/Response:** One One-way Trip

Service Area (To be filled in by provider. Please type or print neatly):

CITY OF LUBBOCK
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All Texas Administrative Code standards are located at the Texas Secretary of State website:  
[http://texreg.sos.state.tx.us/public/readtac\\$ext.viewtac](http://texreg.sos.state.tx.us/public/readtac$ext.viewtac).

All Older Americans Act and other required rules and regulations are located at:  
<https://www.acl.gov/node/75>.

Targeting: AAA services are designed to identify eligible program participants, with an emphasis on high-risk program participants and to serve older individuals with greatest economic and social need, low-income minorities and those residing in rural areas, as required by the OAA.

**B. Services & Reimbursement Methodology:**

Service	Fixed Rate (include rate)	Variable Rate (identify range)	Cost Reimbursement
Congregate	N/A	N/A	\$7.70
Transportation – D/R	N/A	N/A	\$8.66

**2. TERMS OF AGREEMENT**

**A. The Subrecipient agrees to:**

1. provide services in accordance with current or revised HHSC policies and standards and the OAA.
2. submit billings with appropriate documentation as required by the AAA by the close of business on the **2<sup>nd</sup> working day** of each month following the last day of the month in which services were provided.
  - a. If the 2<sup>nd</sup> working day falls on a weekend or holiday, the information shall be delivered by the close of business on the following business day.
  - b. The AAA cannot guarantee payment of a reimbursement request received for more than 45 calendar days of service delivery.

- c. No reimbursement for services provided will be made if Subrecipient payment invoices are not submitted to the AAA within 45 days of service delivery.
  - d. Reimbursement checks must be cashed or deposited within 30 days from date received.
3. encourage program participant contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on Subrecipient's financial reports if contributions are not required to be forwarded to the AAA. Client contributions (program income) will be reported fully, as required, to the AAA. Subrecipient agrees to expend all program income to expand or enhance the program/service under which it is earned.
  4. notify the AAA Director immediately if, for any reason, the Subrecipient becomes unable to provide the service(s).
  5. maintain communication and correspondence concerning program participants' status.
  6. establish a method to guarantee the confidentiality of all information relating to the program participant in accordance with applicable federal and state laws, rules, and regulations. This provision shall not be construed as limiting AAA or any federal or state authorized representative's right of access to program participant case records or other information relating to program participants served under this agreement.
  7. keep financial and program supporting documents, statistical records, and any other records pertinent to the services for which a claim for reimbursement was submitted to the AAA. The records and documents will be kept for a minimum of five years after close of Subrecipient's fiscal year.
  8. make available at reasonable times and for required periods all fiscal and program participant records, books, and supporting documents pertaining to services provided under this agreement, for purposes of inspection, monitoring, auditing, or evaluations by AAA staff, the Comptroller General of the United States and the State of Texas, through any authorized representative(s).
  9. if applicable, comply with the HHSC process for Centers for Medicare and Medicaid Services (CMS) screening for excluded individuals and entities involved with the delivery of the Legal Assistance and Legal Awareness services.

B. The Subrecipient further agrees:

1. The agreement may be terminated for cause or without cause upon the giving of 30 days advance written notice.
2. The agreement does not guarantee a total level of reimbursement other than for individual units/services authorized; contingent upon receipt of funds.
3. Subrecipient is an independent provider, NOT an agent of the AAA. Thus, the Subrecipient indemnifies, saves and holds harmless the South Plains Association of Governments AAA against expense or liability of any kind arising out of service delivery performed by the Subrecipient. Subrecipient must immediately notify the AAA if the Subrecipient becomes involved in or is threatened with litigation related to program participants receiving services funded by the AAA.
4. Employees of the Subrecipient will not solicit or accept gifts or favors of monetary value by or on behalf of program participants as a gift, reward or payment.

C. Through the Direct Purchase of Services program, the South Plains Association of Governments AAA agrees to:

1. review program participant intake and assessment forms completed by the Subrecipient, as applicable, to determine program participant eligibility. Service authorization is based on program participant need and the availability of funds.
2. provide timely written notification to Subrecipient of program participant's eligibility and authorization to receive services.
3. maintain communication and correspondence concerning the program participants' status.
4. provide timely technical assistance to Subrecipient as requested and as available.
5. conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided and if applicable, CMS exclusion reviews are conducted.
6. provide written policies, procedures, and standard documents concerning program participant authorization to release information (both a general and medical/health related release), client rights and responsibilities, contributions, and complaints/grievances and appeals to all program participants.
7. contingent upon the AAA's receipt of funds authorized for this purpose from HHSC, reimburse the Subrecipient based on the agreed reimbursement methodology, approved rate(s), service(s) authorized, and in accordance with subsection (A)(2) of this document, within 45 days of the AAA's receipt of Subrecipient's invoice.

### 3. ASSURANCES

The Subrecipient shall comply with:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*)
- B. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794)
- C. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*)
- D. Age Discrimination in Employment Act of 1975 (42 U.S.C. §§6101-6107)
- E. Food Stamp Act of 1977 (7 U.S.C. §200 *et seq.*)
- F. Drug Free Workplace Act of 1988
- G. Texas Senate Bill 1 - 1991, as applicable
- H. HHSC administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement
- I. Certification Regarding Debarment - 45CFR §92.35 Subawards to debarred and suspended parties; this document is required annually as long as this agreement is in effect
- J. Centers for Medicare and Medicaid Services (CMS) State Medicaid Director Letter SMDL #09-001 regarding Individuals or Entities Excluded from Participation in Federal Health Care Programs
- K. HHSC Information Letter 11-07 – Obligation to Identify Individuals or Entities Excluded from Participation in Federal Health Care Programs

### 4. ATTACHMENTS

- A. Description of Assurance A – H listed in section 3 of this document.
- B. List of Focal Points in the AAA planning and service area.

5. SIGNATURES

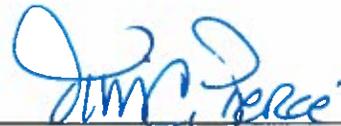
For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective October 1, 2017.

\_\_\_\_\_  
Authorized Subrecipient Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Authorized Signature

South Plains Association of Governments  
(Agency)

P.O. Box 3730 – Freedom Station  
(Address)

Lubbock, Texas 79452  
(City, State, Zip)

September 30, 2017  
(Date)

Attest:

\_\_\_\_\_  
Rebecca Garza  
City Secretary

Approved as to Content:

  
Bridget Faulkenberry  
Parks and Recreation Director

Approved as to Form:

  
Justin Pruitt  
Assistant City Attorney

## ASSURANCES ATTACHMENT

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*), which prohibits any person from being excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance.
- B. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), which states that employers may not refuse to hire or promote handicapped persons solely because of their disability.
- C. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*), which prohibits a covered entity from discriminating against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment.
- D. Age Discrimination in Employment Act of 1975 (42 U.S.C. §6101-6107), prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.
- E. Food Stamp Act of 1977 (7 U.S.C. §200 *et seq.*), whose purpose is to strengthen the agricultural economy; to help to achieve a fuller and more effective use of food abundances; to provide for improved levels of nutrition among low-income households through a cooperative Federal-State program of food assistance to be operated through normal channels of trade; and for other purposes.
- F. Drug Free Workplace Act of 1988, which requires that all organizations receiving federal grants, regardless of amount granted, maintain a drug-free workplace.
- G. Texas Senate Bill 1 - 1991, as applicable, which refers to proper reporting of contributions as addressed in OAA §315 and TAC, Title 40, §85.201.

**FOCAL POINTS FOR  
THE SOUTH PLAINS ASSOCIATION OF GOVERNMENTS REGION  
FY 2016-2017**

**CENTER:** Bailey County Commissioners Court (A-020)  
**DIRECTOR:** Judy Coffman  
**BOOKKEEPER:** Judy Coffman  
**ADDRESS:** 300 South First Street Room 110  
**CITY:** Muleshoe, Texas 79347  
**PHONE:** (806) 272-3647 E-mail: [jcoffman@co.bailey.tx.us](mailto:jcoffman@co.bailey.tx.us)  
**DAYS & HRS. OPEN:** Mon. - Fri. 8:30-12:00, 1:00-5:00 Fax: (806) 272-4656  
**SERVICES:** TRANS.  
**COUNTY:** Bailey

**CENTER:** Bailey County Senior Citizens Assoc., Inc. (A-007)  
**DIRECTOR:** Geraldine Redwine  
**ASSISTANT:** Geraldine Redwine  
**ADDRESS:** 319 S. Main St / PO Box 292  
**CITY:** Muleshoe, Texas 79347  
**PHONE:** (806) 272-4969 E-mail: [muleshoesenior@outlook.com](mailto:muleshoesenior@outlook.com)  
**DAYS & HRS. OPEN:** Mon. – Fri. 8:00 – 4:00 Fax: (806) 272-4460  
**SERVICES:** CONG.  
**COUNTY:** Bailey Miles 156.72

**CENTER:** Cochran Co. Senior Citizens Assoc., Inc. (A-045)  
**DIRECTOR:** Reynalda Alvarado  
**BOOKKEEPER:** Reynalda Alvarado  
**ADDRESS:** 120 W. Wilson  
**CITY:** Morton, Texas 79346  
**PHONE:** (806) 266-5121 E-mail: [ccsci@windstream.net](mailto:ccsci@windstream.net)  
**DAYS & HRS. OPEN:** Mon. – Fri. 8-4 Fax #: 266-9027  
**SERVICES:** CONG., TRANS.  
**COUNTY:** Cochran Miles 119.62

**CENTER:** Crosby Co. Senior Citizens Assoc., Inc. (A-050)  
**DIRECTOR:** Lenette Fowler  
**BOOKKEEPER:** Lenette Fowler  
**ADDRESS:** 119 North Berkshire  
**CITY:** Crosbyton, Texas 79322  
**PHONE:** (806) 675-2107  
**Director Cell phone:** (806) 928-1586  
**E-mail:** [CrosbyCountySeniors@windstream.net](mailto:CrosbyCountySeniors@windstream.net)  
**DAYS & HRS. OPEN:** Mon. – Fri. 8-3  
**SERVICES:** CONG., H.D.  
**COUNTY:** Crosby Miles 84

**CENTER:** Garza County Trailblazers, Inc. (A-070)  
**DIRECTOR:** JoAnn Rathbun  
**BOOKKEEPER:** LaGayluah McReynolds  
**ADDRESS:** 205 E. 10th  
**CITY:** Post, Texas 79356  
**PHONE:** (806) 495-2998 **E-mail:** [garzatrailblazers@yahoo.com](mailto:garzatrailblazers@yahoo.com)  
**DAYS & HRS. OPEN:** Mon. – Fri. 8-1  
**SERVICES:** CONG., H.D.  
**COUNTY:** Garza miles 76.32

**CENTER:** Hale Center Senior Citizens Assoc., Inc. (A-075)  
**DIRECTOR:** Susan Suniga  
**BOOKKEEPER:** Susan Suniga  
**ADDRESS:** P.O. Box 205 (416 West 2<sup>nd</sup> St.)  
**CITY:** Hale Center, Texas 79041  
**PHONE:** (806) 839-2428 **E-mail:** [hcsrcenter@sbcglobal.net](mailto:hcsrcenter@sbcglobal.net)  
**DAYS & HRS. OPEN:** Mon. – Fri. 8-3  
**SERVICES:** CONG., H.D., TRANS.  
**COUNTY:** Hale Miles 75.36

**CENTER:** Hockley County Senior Citizens Assoc., Inc. (A-085)  
**DIRECTOR:** Ashley Scifres  
**BOOKKEEPER:** Olga Gonzales  
**ADDRESS:** 1202 Houston  
**CITY:** Levelland, Texas 79336  
**PHONE:** (806) 894-2228 **E-mail:** [hcsca@aol.com](mailto:hcsca@aol.com)  
**DAYS & HRS. OPEN:** Mon. – Fri. 8-4:30  
**SERVICES:** CONG., H.D., TRANS.  
**COUNTY:** Hockley

**CENTER:** Lorenzo Senior Citizens Assoc., Inc. (A-095)  
**DIRECTOR:** Christina Edwards  
**BOOKKEEPER:** Christina Edwards  
**ADDRESS:** P.O. Box 571 (606 6<sup>th</sup> St.)  
**CITY:** Lorenzo, Texas 79343  
**PHONE:** (806) 634-5957 E-mail: [lorenzosca@windstream.net](mailto:lorenzosca@windstream.net)  
**DAYS & HRS. OPEN:** Mon. – Fri. 8-2  
**SERVICES:** CONG., H.D.  
**COUNTY:** Crosby 49.94

**CENTER:** Lubbock - City of Lubbock (A-100)  
**DIRECTOR:** Johnny McLellan, Supervisor: 775-2678  
Nancy Neill, 775-2685  
**ADDRESS:** P.O. Box 2000 (1611 10 St.)  
**CITY:** Lubbock, Texas 79457  
**PHONE:** (806) 775-2678  
E-mail: [jmclellan@mail.ci.lubbock.tx.us](mailto:jmclellan@mail.ci.lubbock.tx.us)  
[nneill@mylubbock.us](mailto:nneill@mylubbock.us) &  
[pjbrown@mail.ci.lubbock.tx.us](mailto:pjbrown@mail.ci.lubbock.tx.us)  
[nancy.m.neill@gmail.com](mailto:nancy.m.neill@gmail.com)

**DAYS & HRS. OPEN:** Mon. – Fri. 8-5 Fax: 775-2686  
**SERVICES:** CONG., TRANS.  
**COUNTY:** Lubbock

Mae Simmons – 767-2708, Shameca Wilson (2004 Oak Avenue 79404),  
Copper Rawlings – 767-2704, Herminia Martinez (213 40<sup>th</sup> Street 79404), (40<sup>th</sup> & Ave. B),  
Maggie Trejo – 767-2705, Cecilia Gonzalez (3200 Amherst 79415),  
Homestead - 687-7898, Nancy Dubose (5401 56<sup>th</sup> Street 79414);  
Lubbock Senior Center – 767-2710, Paula Brown (2001 19<sup>th</sup> Street, 79401) FAX 765-0820  
Gloria Gutierrez Transportation Director

**CENTER:** Lynn County Pioneers (A-110)  
**DIRECTOR:** Sandra Norwood  
**BOOKKEEPER:** Sandra Norwood  
**ADDRESS:** P.O. Box 223 (1600 S. 3<sup>rd</sup> St.)  
**CITY:** Tahoka, Texas 79373  
**PHONE:** (806) 561-5264 E-mail: [lynncopioneers@gmail.com](mailto:lynncopioneers@gmail.com)  
**DAYS & HRS. OPEN:** Mon. – Fri. 9-3 Fax: 561-5571  
**SERVICES:** CONG., H.D. (No Cong. in O'Donnell)  
**COUNTY:** Lynn Miles 54.52

**CENTER:** Senior Citizens Assoc. of S. Dickens County (A-130)  
**DIRECTOR:** Linda Alexander  
**BOOKKEEPER:** Jean Hoover  
**ADDRESS:** 210 Burlington  
**CITY:** Spur, Texas 79370  
**PHONE:** (806) 271-4472 E-mail: [sscaosdc@caprock-spur.com](mailto:sscaosdc@caprock-spur.com)  
**DAYS & HRS. OPEN:** Mon. – Fri. 8-3  
**SERVICES:** CONG., H.D.  
**COUNTY:** Dickens 154.00

**CENTER:** Slaton Senior Citizens Assoc., Inc. (A-135)  
**DIRECTOR:** Charlotte O'Connell  
**BOOKKEEPER:** Charlotte O'Connell  
**ADDRESS:** 230 West Lynn  
**CITY:** Slaton, Texas 79364  
**PHONE:** (806) 828-3784 E-mail: [coconnell@door.net](mailto:coconnell@door.net)  
**DAYS & HRS. OPEN:** Mon. – Fri. 8-4 [slatonseniors@door.net](mailto:slatonseniors@door.net)  
**SERVICES:** CONG., H.D.  
**COUNTY:** Lubbock 28.52

**CENTER:** Yoakum County Senior Citizens Assoc., Inc. (A-150)  
**DIRECTOR:** Becky Riley  
**ASSISTANT DIRECTOR:** Amber Cline  
**BOOKKEEPER:** Shelia Hinson  
**ADDRESS:** 709 W. Broadway (Box 519)  
**CITY:** Denver City, Texas 79323  
**PHONE:** (806) 592-8000 E-mail: [ycsc60@windstream.net](mailto:ycsc60@windstream.net)  
**Fax:** (806) 592-2835  
**DAYS & HRS. OPEN:** Mon. – Fri. 9-2  
**SERVICES:** CONG., H.D.  
**COUNTY:** Yoakum 159.94

## LEGEND

CONG. – Congregate Meals (on-site)  
H.D. - Home Delivered Meals  
TRAN. - Transportation Service

## **Certification Regarding Debarment**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS**

Federal Executive Order 12549 requires the Texas Health and Human Services Commission (HHSC) to screen each covered potential subrecipient/grantee to determine whether each has a right to obtain a contract/grant in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered subrecipient/grantee must also screen each of its covered sub-subrecipients/providers.

In this certification “subrecipient/grantee” refers to both subrecipient/grantee and sub-subrecipient/sub-grantee: “contract/grant” refers to both contract/grant and subcontract/sub-grant.

**By signing and submitting this certification the potential subrecipient/grantee accepts the following terms:**

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract/grant was entered into. If it is later determined that the potential subrecipient/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the Texas Health and Human Services Commission may pursue available remedies, including suspension and/or debarment.
2. The potential subrecipient/grantee shall provide immediate written notice to the person to whom this certification is submitted if at any time the potential subrecipient/grantee learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words “covered contract”, “debarred”, “suspended”, “ineligible”, “participant”, “person”, “principal”, “proposal” and “voluntarily excluded”, as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential subrecipient/grantee agrees by submitting this certification that, should the proposed covered contract/grant be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of

CERTIFICATION REGARDING DEBARMENT

Page 2

Agriculture or other federal department or agency, and/or the Texas Health and Human Services Commission, as applicable.

**Do you have or do you anticipate having sub-subrecipients/sub-grantees under this proposed contract?**         X     YES                NO

5. The potential subrecipient/grantee further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts and Grants" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A subrecipient/grantee may rely upon a certification of a potential sub-subrecipient/sub-grantee that is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract/grant, unless the subrecipient/grantee knows that the certification is erroneous. A subrecipient/grantee must, at a minimum, obtain certifications from its covered sub-subrecipients/sub-grantees upon each subcontract's/sub-grant's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a subrecipient/grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts/grants authorized under paragraph 4 of these terms, if a subrecipient/grantee in a covered contract/grant knowingly enters into a covered subcontract/subgrant with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, or the Texas Health and Human Services Commission may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT  
Page 3

Indicate which statement applies to the covered potential subrecipient/grantee:

The potential subrecipient/grantee certifies by submission of this certification that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/grant by any federal department or agency or by the State of Texas.

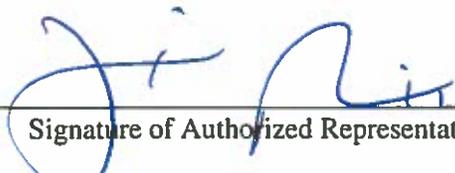
The potential subrecipient/grantee is unable to certify one or more of the terms in this certification. In this instance, the potential subrecipient/grantee must attach an explanation for each of the above terms to which he/she is unable to make certification. Attach the explanation(s) to this certification.

NAME OF POTENTIAL SUBRECIPIENT/GRANTEE:

City of Lubbock

SUBRECIPIENT'S VENDOR ID NO./FEDERAL EMPLOYER'S ID NO.:

1-75-6000590-6

  
Signature of Authorized Representative

JUSTIN PRUITT  
Printed/Typed Name of Authorized Representative

ASS'T. CITY ATTORNEY  
Title of Authorized Representative

October 1, 2017  
Date

This certification is for FFY 2018 period beginning October 1, 2017 and ending September 30, 2018.

## DEFINITIONS

### Covered Contract/Grant and Subcontracts/Sub-grants.

- (1) Any non-procurement transaction which involves federal funds (regardless of amount and including such arrangements as sub-grants) and is between the Texas Health and Human Services Commission or its agents/grantees and another entity.
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a grant or sub-grant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, sub-grant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction including:
  - a. Principal investigators.
  - b. Providers of audit services required by the Texas Health and Human Services Commission or federal funding source.
  - c. Researchers.

### DEBARMENT

An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts/grants. A person so excluded is "debarred."

### GRANT

An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

### INELIGIBLE

Excluded from participation in federal non-procurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations: for example, excluded pursuant to the Davis-Bacon Act and its implementing regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

## CERTIFICATION REGARDING DEBARMENT

Page 5

### **PARTICIPANT**

Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract/grant as an agent or representative of another participant.

### **PERSON**

Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

### **PRINCIPAL**

Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities: or a person who has a critical influence on or substantive control over a covered contract/grant whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- (1) Principal investigators.
- (2) Providers of audit services required by the Texas Health and Human Services Commission or federal funding source.
- (3) Researchers.

### **PROPOSAL**

A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract/grant.

### **SUSPENSION**

An action taken by a suspending official in accordance with 45 CFR part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts/grants for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended."

### **VOLUNTARY EXCLUSION OR VOLUNTARILY EXCLUDED**

A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

9/8/17 10:34 AM

Provider Name: City of Lubbock

AAA Name: Area Agency on Aging of South Plains

**Congregate Meals**

**BUDGET WORKSHEET CALCULATION OF THE PER MEAL UNIT RATE**

1. Total Budgeted Expenses for Contract Year 1. \$ 255,107.95

2. Total Number of Anticipated Meals to be Provided by Funding Source

HHS OAAA	<u>18,060</u>	Other Funds Eligible Meals	<u>0</u>	Other Sources 5	<u>0</u>	
Program Income	<u>3,907</u>	Other Funds - Non-Eligible Meals	<u>8,133</u>	Other Sources 6	<u>0</u>	2. <u>30,100</u>

3. Whole Unit Rate (Line 1 divided by Line 2) 3. \$ 8.48

**Reimbursement Calculation**

	<b>HHS OAAA</b>
4. Projected NSIP per Meal Value	<u>0.69</u>
5. Rate Less NSIP per Meal Value	<u>\$ 7.79</u>
6. Mandatory Local Match of 10%	<u>\$ 0.78</u>
** If Applicable, Match Reduction From the In-kind Match Certification form	<u>\$ -</u>
Required Cash Match	<u>\$ 0.78</u>
7. Proposed Meal Rate (Line 3 minus Line 6)	<u>\$ 7.70</u>

\*\* If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

By signing below, the provider acknowledges that all related records are subject to audit in accordance with contract requirements and all applicable federal and state laws.

City of Lubbock  
Legal Name of Contracted Provider

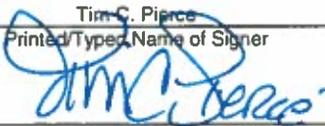
\_\_\_\_\_  
Printed/Typed Name of Signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Area Agency on Aging of South Plains  
Name of Area Agency on Aging

Tim C. Pierce  
Printed/Typed Name of Signer

  
Signature

September 30, 2017  
Date

Attest:

\_\_\_\_\_  
Rebecca Garza  
City Secretary

Approved as to Content:

  
Bridget Faulkenberry  
Parks and Recreation Director

Approved as to Form:

  
Justin Pruitt  
Assistant City Attorney



Attest:

\_\_\_\_\_  
Rebecca Garza  
City Secretary

Approved as to Content:

  
Bridget Faulkenberry  
Parks and Recreation Director

Approved as to Form:

  
Justin Pruitt  
Assistant City Attorney

9/19/17 4:37 PM  
 Provider Name: City of Lubbock  
 AAA Name: Area Agency on Aging of South Plains

**Transportation  
 BUDGET WORKSHEET CALCULATION OF THE UNIT RATE**

1. Total Budgeted Expenses for Contract Year	1. \$ 73,093.84
2. Total Number of Anticipated Units to be Provided	
HHS OAAA - 10 % Match Required	3,078
HHS OAAA - 25 % Match Required	0
HHS OAAA - Full Unit Rate	0
Program Income	96
Local Funds - Eligible Trips	4,426
Other Funds - Non-Eligible Trips	0
Other Sources 6	0
Other Sources 7	0
Other Sources 8	0
	2. 7,600
3. Cost per unit (Line 1 divided by Line 2) - Full Unit Rate	3. \$ 9.62

Reimbursement Calculation for Contracts Requiring Unit Rate Match Reduction

4. Mandatory Local Match of 10%	\$ 0.96	
** If Applicable, Match Reduction From the In-kind Match Certification form Required Match	\$ -	
5. Full Unit Rate Less Required Match (Line 3 minus Line 4)		4. \$ 0.96
		5. \$ 8.66

4. Mandatory Local Match of 25%	\$ 2.41	
** If Applicable, Match Reduction From the In-kind Match Certification form Required Match	\$ -	
5. Full Unit Rate Less Required Match (Line 3 minus Line 4)		4. \$ 2.41
		5. \$ 7.21

\*\*If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

<b>Contract Reimbursed at Full Cost Per Unit Rate. Match Requirements Will Be Met Through Provision of Additional Units</b>		
\$ 9.62	Contractor Initial	AAA Initial

City of Lubbock  
 Legal Name of Contracted Provider

---

Signature

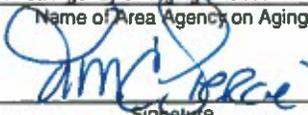
---

Printed/Typed Name of Signer

---

Date

Area Agency on Aging of South Plains  
 Name of Area Agency on Aging




---

Signature

---

Tim C. Pierce  
 Printed/Typed Name of Signer

---

09/30/17  
 Date

Attest:

\_\_\_\_\_  
Rebecca Garza  
City Secretary

Approved as to Content:

  
Bridget Faulkenberry  
Parks and Recreation Director

Approved as to Form:

  
Justin Pruitt  
Assistant City Attorney

10/4/17 1:19 PM

Provider Name: City of Lubbock

AAA Name: Area Agency on Aging of South Plains

**Transportation**

**BUDGET WORKSHEET CERTIFICATION**

**AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:**

- I have read the note below and the instructions applicable to this budget worksheet.
- I have reviewed this budget worksheet after its preparation.
- To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.
- This budget worksheet was prepared from the books and records of the contracted provider.
- I acknowledge that all books and records related to this rate setting process are subject to audit in accordance with contract requirements and all applicable federal and state laws.

**Note:** The person legally responsible for the conduct of the contracted provider must sign this Budget Worksheet Certification. If a sole proprietor, the owner must sign the Budget Worksheet Certification. If a partnership, a partner must sign the Budget Worksheet Certification. If a corporation, the person authorized by the Board of Directors Resolution must sign the Budget Worksheet Certification. Misrepresentation of information contained in the budget worksheet may result in adverse action, up to and including contract termination. Furthermore, falsification of information in the budget worksheet may result in a referral for prosecution.

City of Lubbock  
Name of Contracted Provider

\_\_\_\_\_  
Printed/Typed Name of Signer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Signer Authority:  
(check one)

- Sole Proprietor
- Partner
- Corporate Officer

- Association Officer
- Board Member
- Governmental Official

Attest:

\_\_\_\_\_  
Rebecca Garza  
City Secretary

Approved as to Content:

  
Bridget Faulkenberry  
Parks and Recreation Director

Approved as to Form:

  
Justin Pruitt  
Assistant City Attorney



**Regular City Council Meeting**

**6. 2.**

**Meeting Date:** 11/02/2017

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### **Information**

#### **Agenda Item**

**Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Street Use License with Kelsey Park Homeowners Association, Inc., for the right and privilege to use a portion of a dedicated street for an electrical line for landscape lighting across Memphis Avenue, 3601 130th Street.

#### **Item Summary**

The Street Use License grants Kelsey Park Homeowners Association Inc., the right and privilege to use a portion of a dedicated street, for an electrical line for landscape lighting across Memphis Avenue for 20 years

The Street Use License will be issued for 20 years, payable every 5 years. The license fee for each five-year period is \$975, payable in advance, pursuant to current city policy, for 2 encroachments.

All utility companies are in agreement with the Street Use License.

#### **Fiscal Impact**

\$195 per year to the General Fund.

#### **Staff/Board Recommending**

Mark Yearwood, Assistant City Manager  
Michael Keenum, P.E. CFM, City Engineer

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### **Attachments**

Resolution-Kelsey Park Homeowners-Memphis and 130th  
Street-Use-License-Kelsey Park Homeowners-Memphis Ave and 130th

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RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Street Use License, by and between the City of Lubbock and Kelsey Park Homeowners Association, Inc., 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 \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
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

RES.St Use Lic-Kelsey Park HOA, Inc.  
10.17.17



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.

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

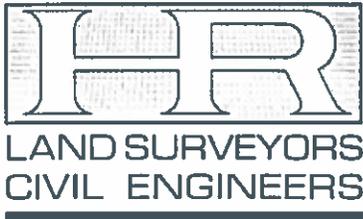
APPROVED AS TO CONTENT:

*Dave Booher*  
\_\_\_\_\_  
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

*Ryan Brooke*  
\_\_\_\_\_  
Ryan Brooke, Assistant City Attorney





# HUGO REED AND ASSOCIATES, INC.

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

TEXAS REGISTERED ENGINEERING FIRM F-760  
TEXAS LICENSED SURVEYING FIRM 100676-00



**METES AND BOUNDS DESCRIPTION** of a 0.0149 acre tract of land being a portion of Memphis Avenue as described under County Clerk File Number (CCFN) 2013021040 of the Official Public Records of Lubbock County, Texas (OPRLCT) located in Section 4, Block AK, Lubbock County, Texas, being further described as follows:

**BEGINNING** at a 1/2" iron rod with cap set in the West right-of-way line of said Memphis Avenue for the Northwest corner of this tract which bears S. 88°13'52" E. a distance of 2572.55 feet and S. 01°46'08" W. a distance of 60.00 feet from the Northwest corner of Section 4, Block AK, Lubbock County, Texas, whence a found 1/2" iron rod with cap found (AMD) bears N. 88°13'52" W. a distance of 249.50 feet;

**THENCE** S. 88°13'52" E. a distance of 135.00 feet to a 1/2" iron rod with cap found (HRA) in the East right-of-way line of said Memphis Avenue at the Northeast corner of this tract;

**THENCE** S. 46°46'08" W., along the East right-of-way line of said Memphis Avenue, a distance of 7.07 feet to an 80 penny nail set for the Southeast corner of this tract;

**THENCE** N. 88°13'52" W. a distance of 125.00 feet to an 80 penny nail set in the West right-of-way line of said Memphis Avenue for the Southeast corner of this tract;

**THENCE** N. 43°13'52" W., along the West right-of-way line of said Memphis Avenue, a distance of 7.07 feet to the Point of Beginning.

Bearings are relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, (2011, epoch 2010.0).

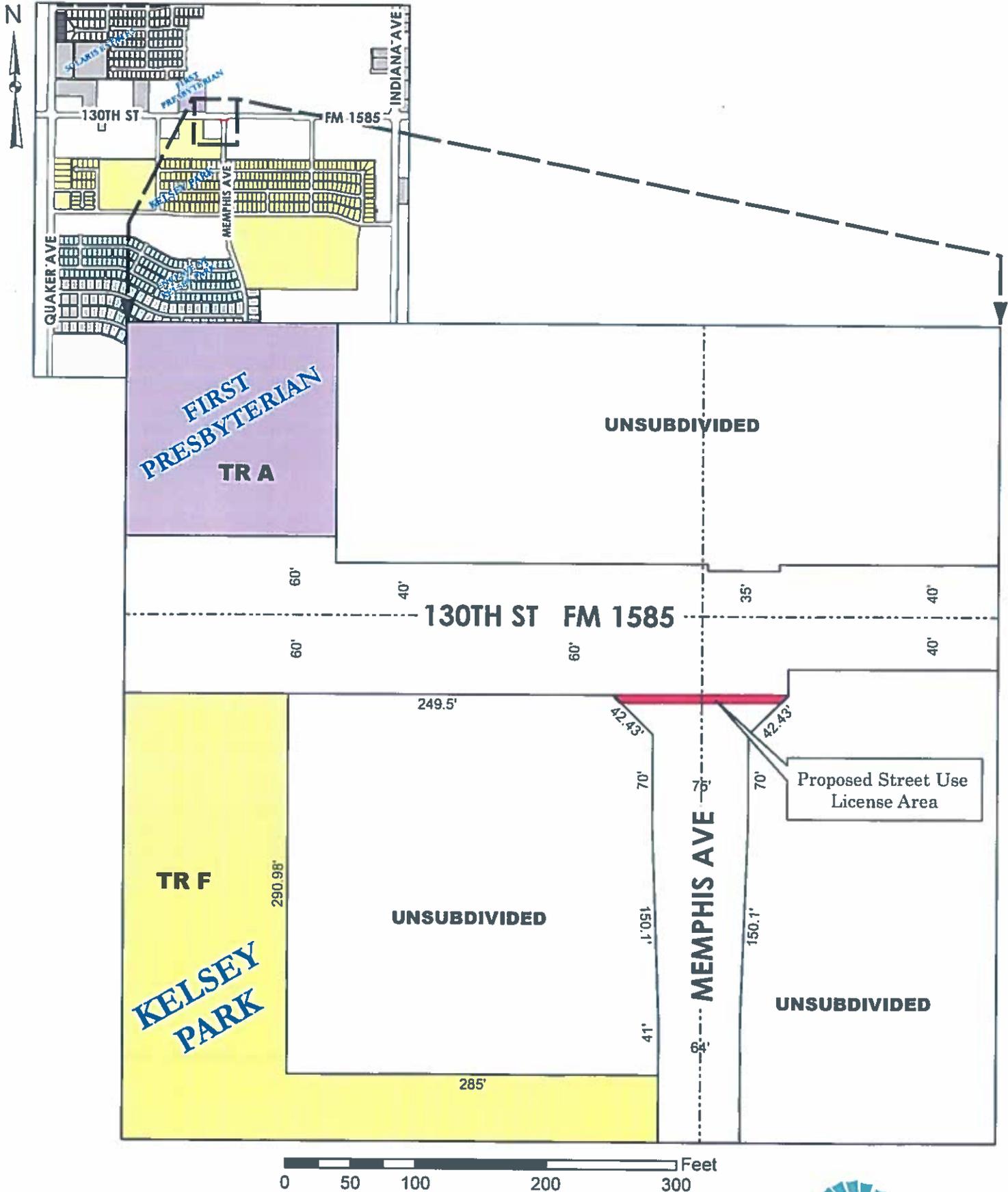
Contains: 650 square feet

September 22, 2017

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



Proposed Street Use License Area Located Across Memphis Avenue South of 130th Street



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





**Regular City Council Meeting**

**6. 3.**

**Meeting Date:** 11/02/2017

**Information**

**Agenda Item**

**Resolution – Engineering:** Consider a resolution authorizing the Mayor to execute Contract 13613 with Utility Contractors of America, Inc. of Lubbock, Texas for the construction of a new 12-inch waterline along Kent Street.

**Item Summary**

This project involves construction of a 12-inch potable water pipeline along Kent Street from University Avenue to Mesa Road. The addition of this water line will eliminate the dead-end line to the Hillcrest neighborhood.

Six proposals were received from the following contractors:

Company	Amount
Utility Contractors of America, Inc. of Lubbock, TX	\$410,250
Micam Development, LLC of Weatherford, TX	\$418,000
MH Civil Constructors, Inc. of Amarillo, TX	\$437,000
Deerwood Construction, Inc. of Lubbock, TX	\$437,230
J and H Services, Inc. of Albuquerque, NM	\$566,785
SJ Louis Construction, Inc. of Conroe, TX	\$708,900

Staff recommends award of the unit price contract to the lowest bidder, Utility Contractors of America, Inc., of Lubbock, Texas, for \$410,250. Time for substantial completion is 120 calendar days.

**Fiscal Impact**

\$1,716,338 is appropriated in Capital Improvement Project number 92454, Water Lines Ahead of Street Paving, with \$410,250 available for this purpose.

**Staff/Board Recommending**

Mark Yearwood, Assistant City Manager  
Michael G. Keenum, P.E., C.F.M., City Engineer

**Attachments**

Resolution for UCA  
Contract for UCA

Budget Detail

CIP Detail

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**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. 13613 for construction of the Kent Street Water Line as per ITB 18-13613-TF, by and between the City of Lubbock and Utility Contractors of America, Inc., 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.

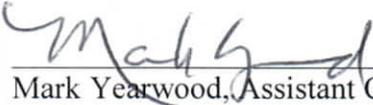
Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
DANIEL M. POPE, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kelli Leisure, Assistant City Attorney

**BID SUBMITTAL FORM  
UNIT PRICE BID CONTRACT**

DATE: 10/12/2017

PROJECT NUMBER: **ITB 18-13613-TF, Kent Street Water Line**

Bid of Utility Contractors of America, Inc. (hereinafter called Bidder)

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

Ladies and Gentlemen:

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

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

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	<b>Mobilization</b> - Contractor mobilization including move-in and move-out cost from each site location.	1	LS	\$10,000. <sup>00</sup>	\$10,000. <sup>00</sup>
2	<b>Provide and maintain a Traffic Control Plan</b> - Preparation, approval from COL Traffic Engineering to all sites, and all other work considered incidental to this item.	1	LS	\$8,000. <sup>00</sup>	\$8,000. <sup>00</sup>
3	<b>Provide and maintain a SWPPP</b> - Including preparation, NOI, NOT, and all other work considered incidental to this item.	1	LS	\$1,500. <sup>00</sup>	\$1,500. <sup>00</sup>
4	<b>Furnish and install 12" C-900 DR-18 approved water pipe in open cut trench</b> , backfilled to 95% compaction, and tested as herein specified, including all equipment, tools, and labor to perform work.	7950	LF	\$33. <sup>00</sup>	\$262,350. <sup>00</sup>
5	<b>Furnish and install 6" C-900 DR-18 approved water pipe in open cut trench</b> , backfilled to 95% compaction, and tested as herein specified, including all equipment, tools, and labor to perform work.	50	LF	\$27. <sup>00</sup>	\$1,350. <sup>00</sup>
6	<b>Furnish and install 20" steel encasement with 12" C-900 DR-18 pvc pipe by open cut</b> , provide all casing spacers and backfilled to 95% compaction, and tested as herein specified, including all equipment, tools, and labor to perform work, as herein specified.	110	LF	\$150. <sup>00</sup>	\$16,500. <sup>00</sup>

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
7	<b>Furnish and install 20" jack and bore steel encasement with 12" C-900 DR-18 pvc pipe at BNSF</b> , provide all casing spacers as herein specified, including all equipment, tools, and labor to perform work.	110	LF	\$300. <sup>00</sup>	\$33,000. <sup>00</sup>
8	<b>Furnish and install air relief valve and vault</b> , as herein specified, including all equipment, tools, and labor to perform work.	1	EA	\$5,100. <sup>00</sup>	\$5,100. <sup>00</sup>
9	<b>Furnish and install Fire Hydrant and reconnect</b> , as herein specified, including all equipment, tools, and labor to perform work. Remove and salvage existing Fire Hydrant.	3	EA	\$3,500. <sup>00</sup>	\$10,500. <sup>00</sup>
10	<b>Furnish and install 12" gate valve and box</b> as herein specified, including all equipment, tools, and labor to perform work.	7	EA	\$2,700. <sup>00</sup>	\$18,900. <sup>00</sup>
11	<b>Furnish and install 6" gate valve and box</b> as herein specified, including all equipment, tools, and labor to perform work.	3	EA	\$1,200. <sup>00</sup>	\$3,600. <sup>00</sup>
12	<b>Fittings as approved</b> , complete and in place per Specifications.	3500	LBS	\$3. <sup>50</sup>	\$12,250. <sup>00</sup>
13	<b>Flowable backfill as approved</b> , complete and in place per Specifications.	90	CY	\$130. <sup>00</sup>	\$11,700. <sup>00</sup>
14	<b>Saw cut and remove existing asphalt paving</b> , including all material, equipment and labor to perform removal, disposal and all other work considered incidental to this item.	1000	SF	\$2. <sup>50</sup>	\$2,500. <sup>00</sup>
15	<b>Repair asphalt paving</b> , including all material, equipment and labor to perform sub grade compaction and testing. HMAC installation per COL Specifications and all other work considered incidental to this item	1000	SF	\$9. <sup>00</sup>	\$9,000. <sup>00</sup>
16	<b>Caliche Driveway</b> , including all material, equipment and labor to perform sub grade compaction and testing. Flex Base installation per COL Specifications and all other work considered incidental to this item.	500	SF	\$8. <sup>00</sup>	\$4,000. <sup>00</sup>
<b>Total Base Bid, Items (1-16)</b>				\$ 410,250. <sup>00</sup>	

Bidder's Initials: CB

Offeror hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the project within **120 Consecutive Calendar Days** with final completion within **150 Consecutive Calendar Days** as stipulated in the specification and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages in the sum of **\$250** for each consecutive calendar day after substantial completion set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

Bidder understands and agrees that this bid submittal shall be completed and submitted in accordance with instruction number 28 of the General Instructions to Bidders.

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

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

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

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

CB Bidder's Initials

Enclosed with this bid is a Cashier's Check or Certified Check for \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) or a Bid Bond in the sum of 5% Five Percent Dollars (\$ 5%), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the bid is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within 10 business days after the date of receipt of written notification of acceptance of said bid; otherwise, said check or bond shall be returned to the undersigned upon demand.

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

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

Date: 10/12/2017  
Chris Balios VP  
Authorized Signature  
Chris Balios Vice President  
(Printed or Typed Name)

Utility Contractors of America, Inc.  
Company  
5805 CR 7700  
Address  
Lubbock, Lubbock  
City, County  
Texas, 79424  
State Zip Code  
Telephone: 806 - 863-2642  
Fax: 806 - 863-4132

(Seal if Bidder is a Corporation)

ATTEST:

[Signature]  
Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_

FEDERAL TAX ID or SOCIAL SECURITY No.

75-2214193.

EMAIL: projects@ucatexas.com

M/WBE Firm:

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

FOR CITY USE ONLY

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

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

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

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

**City of Lubbock, TX  
Capital Project  
Project Cost Detail  
November 2, 2017**

Capital Project Number:	92454
Capital Project Name:	Water Lines Ahead of Street Paving

	<b>Budget</b>
<i>Encumbered/Expended</i>	
City of Lubbock Staff Time	\$ 7,451
Professional Services	499
Sewer System Improvements	12,073
 <i>Agenda Items: November 2, 2017</i>	
Utility Contractors of America, Inc. Contract 13613	410,250
<b><i>Encumbered/Expended to Date</i></b>	<b>430,273</b>
 <i>Estimated Costs for Remaining Appropriation</i>	
Water Line Maintenance	1,286,065
<b><i>Remaining Appropriation</i></b>	<b>1,286,065</b>
<b>Total Appropriation To Date</b>	<b>\$ 1,716,338</b>



Unappropriated Planning Years

<i>Operating Budget Impact</i>	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Total Impact
No Impact Anticipated	0	0	0	0	0	0	0
<b>Total Operating Budget Impact</b>	0	0	0	0	0	0	0



## Regular City Council Meeting

6. 4.

Meeting Date: 11/02/2017

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### Information

#### Agenda Item

**Ordinance 2nd Reading - Water Utilities** Consider Ordinance No. 2017-00143, amending Section 28.10.053 of the Code of Ordinances related to backflow protection requirements for water customers with access to an auxiliary water supply, and water well registration.

#### Item Summary

On October 26, 2017, the City Council approved the first reading of the ordinance.

Lubbock's Water Utility is mandated by federal and state law to take every reasonable precaution to ensure that cross-connections do not allow contaminants into the water distributed to customers. In 2008, the Texas Commission on Environmental Quality (TCEQ) directed the City to develop and implement a program for inspecting all commercial facilities for potential cross-connections or backflow hazards. In addition, the City was directed to identify irrigation systems and private wells within the City to determine whether backflow protection was necessary. State law and the City's plumbing code require an approved backflow device to be installed near the meter if an actual cross-connection or a potential contamination hazard exists. No grandfathering of facilities is allowed by state law. Auxiliary water supplies, which include private water wells, on a customer's property represents a potential contamination hazard.

In November 2016, city staff met with representatives of the building community and the Building Board of Appeals to discuss potential clarifications needed in the City's backflow ordinance and in the state law governing backflow protection. Through a series of meetings with TCEQ representatives and the building community, the City requested and obtained written clarification of these rules from TCEQ. This ordinance amendment is the result of TCEQ's clarifications to the state backflow protection rules.

The proposed ordinance amendment provides the following options to customers with properties that have both access to city water service and an auxiliary water supply (water well):

Option A: Install an RPZ backflow assembly near the meter and have the RPZ tested annually to ensure it is operating properly; or

Option B: Allow city inspectors to perform an initial Customer Service Inspection (CSI) to verify there is a horizontal air gap (physical separation) between the two systems and ensure that no other potential contamination hazards exist. If no cross-connections or other potential contamination hazards are discovered, a backflow device will not be required. However, the customer must have a CSI performed at a minimum of every 3 years to confirm that no potential backflow hazards have been created.

This ordinance amendment also requires the registration of future water wells within the city limits before they are installed. This allows the City to determine whether the new well system meets the

backflow protection ordinance requirements and other building standards.

**Fiscal Impact**

No fiscal impact to the Water & Wastewater Fund is anticipated during Fiscal Year 2017-18.

**Staff/Board Recommending**

Mark Yearwood, Assistant City Manager  
L. Wood Franklin, P.E., Director of Public Works  
Lubbock Water Advisory Commission  
Model Codes and Construction Advisory Board

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**Attachments**

BackflowOrdinanceAmendment

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SUBSECTION 28.10.53(b)(5) OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY REGULATING THE REQUIREMENTS FOR A BACKFLOW DEVICE IN CASES OF POTENTIAL CROSS CONTAMINATION; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR IMPLEMENTATION IN ACCORDANCE WITH STATE LAW; AND PROVIDING FOR PUBLICATION.

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 Subsection 28.10.53(B)(5) of the Code of Ordinances in regard to regulating the requirements for a backflow device in cases of potential cross contamination; NOW THEREFORE:

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

SECTION 1. THAT Subsection 28.10.53(b)(5) of the Code of Ordinances of the City of Lubbock is hereby amended to read as follows:

**Sec. 28.10.053 Responsibilities of water purveyor, user, customer/property owner and backflow prevention assembly tester**

**(b) Responsibility of water purveyor**

(5) If the customer or premises wherein potable water from the city is supplied or provided has access to an auxiliary water supply that is treated to a lesser degree than the public water supply or if the water quality is unknown, and which is either cross connected or poses a potential contamination hazard to the public water system, the public water system shall be protected against backflow or backsiphonage by an approved backflow prevention device or a horizontal air gap (physical separation) as defined in paragraph 28.10.051(1). The described threat shall be deemed a health hazard when determining the type of approved backflow required. If the auxiliary water supply is used for irrigation purposes, the backflow assembly shall be subject to the requirements of state laws, as same may be amended from time to time.

(A) In order for a customer to install an auxiliary water supply on property located within City of Lubbock's incorporated limits, the auxiliary water supply must be registered with the City. The registration shall be approved if the auxiliary water supply meets all federal, state, and local requirements.

(B) If the customer does not install a backflow prevention device, the following requirements must be met:

- (i) the customer shall permit the City to perform a customer service inspection to determine whether a horizontal air gap exists between the two systems and no other potential contamination hazards exist.
- (ii) If a potential contamination hazard exists, the customer shall install an approved backflow prevention device to protect the public water system.
- (iii) If a potential contamination hazard is not documented during the customer service inspection, no backflow prevention device shall be required. However, the City shall require the customer, at the customer's expense, to obtain a customer service inspection at a minimum of at least every three years to confirm that the two separate systems have not been cross-connected and other potential contamination hazards have not been created.

(C) Any customer who creates a cross-connection and does not comply with the backflow protection ordinances in paragraph (5) shall be subject to receiving a citation and their city water service being discontinued until a backflow protection device has been installed at the premise.

SECTION 2. THAT 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, Texas.

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 pursuant to Section 214.218 of the Texas Local Government Code, this Ordinance shall not be implemented or enforced until after the 30<sup>th</sup> day after the date of final adoption.

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this \_\_\_\_\_, 2017.

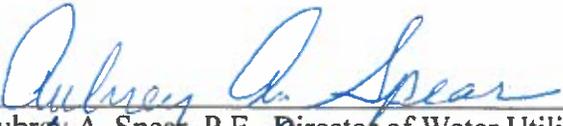
Passed by the City Council on second reading this \_\_\_\_\_, 2017.

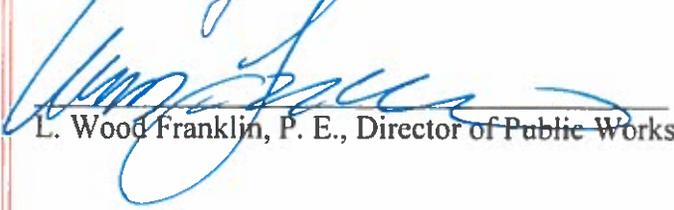
DANIEL M. POPE, MAYOR

**ATTEST:**

\_\_\_\_\_  
Rebecca Garza, City Secretary

**APPROVED AS TO CONTENT:**

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

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Amy L. Sims, Deputy City Attorney



## Regular City Council Meeting

6. 5.

Meeting Date: 11/02/2017

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### Information

#### Agenda Item

**Resolution – Water Utilities:** Consider a resolution authorizing the Mayor to execute Change Order No. 3 to Contract 12218 with Utility Contractors of America, Inc., for South Lubbock Sanitary Sewer Extension Phase 2/A Capital Improvements Project.

#### Item Summary

This project covers the construction of 35,180 linear feet of 48-inch and 36 -inch diameter sanitary sewer interceptor to convey raw wastewater produced within the south and southwest Lubbock sewer collection areas. The proposed gravity pipeline will connect to the existing sewer infrastructure at 98th Street and University Avenue, and end at 135th Street and Quaker Avenue

On April 9, 2015, Lubbock City Council authorized construction Contract 12218 with Utility Contractors of America, Inc. of Lubbock, Texas, with a contract price of \$11,921,273.80 and 300 calendar days construction time. Notice to Proceed was issued on June 15, 2015.

Change Order No.1 included \$561,338 for the installation of a 12-inch water line along University from 98th Street to FM 1585. An additional 55 days were given to address delays in the critical path.

Change Order No. 2 included \$42,500 to install a main extension sewer lateral to a new manhole at the intersection of University Avenue and FM 1585. The rework and application of additional pavement on University Ave and 98th Street was also included. A time extension of 105 days was given.

Change Order No. 3 is for \$161,447 to reconcile each bid item on the project. This reconciliation takes into account cost overruns and underruns associated with the construction. This final change order includes a time extension of 114 days that allows for weather delays and additional days for changes in field conditions.

#### Fiscal Impact

\$15,535,454 is appropriated in Capital Improvement Project 92310, South Lubbock Sewer System Expansion Phase 2, with \$161,447 available for this change order.

#### Staff/Board Recommending

Mark Yearwood, Assistant City Manager  
Michael G. Keenum P.E. C.F.M., City Engineer

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## **Attachments**

Resolution

Change Order 3 to 12218

Budget Detail

CIP Detail

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**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Change Order No. 03 to that certain Contract No. 12218 by and between the City of Lubbock and Utility Contractors of America, Inc., for South Lubbock Sanitary Sewer Extension Phase 2—Bid Package A, and related documents. Said Change Order No. 03 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:**

  
\_\_\_\_\_  
Michael G. Keenum, P.E., CFM, City Engineer

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Amy L. Shms, Deputy City Attorney



## Office of Purchasing and Contract Management Change Order

Contract No: 12218	Contractor: Utility Contractors of America, Inc.
Change Order No: 03	Contract Title: South Lubbock Sanitary Sewer Extension Phase 2 – Bid Package A
Bid/RFP No: 15-12218-PD	Project No: 92310

“Change Order” means a written order to a Contractor, executed by the Owner, in accordance with the Contract authorizing an addition to, deletion from, or adjustment or revision of the requirements of the Contract documents, or an adjustment to the compensation payable to the Contractor, or to the time for performance of the Contract and completion of the project, or a combination thereof, which does not alter the nature of project and is an integral part of the project objective. Adjustments to “Estimated Quantities” to a line item in a Unit Price Contract do not require a Change Order. All work that alters the nature of the construction or that is not an integral part of the project objective must be let out for public bid.

**Description of Change (alteration, deviation, addition, or deletion) caused by conditions encountered during construction not covered by the specifications and drawings of the project (attached additional pages is necessary):**

Per the attached backup material, Change Order #3 is a reconciliation of the unit price items that were added/subtracted throughout the project as specified in the contract documents. A time extension of 114 days is included in this change order. A breakdown of the time extension request is included in the backup material for this change order.

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

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

ITEM	DESCRIPTION	AMOUNT
A.	ORIGINAL CONTRACT VALUE:	\$11,921,273.80
B.	AMOUNT OF THIS CHANGE ORDER: <small>Note: Council approval required if (+/-) \$25,000</small>	\$161,447.06
	COST CENTER: 6211      ACCOUNT: 92310.9242.30000	
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A)	1.35%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	\$603,838.00
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D)	\$765,285.06
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): (25% maximum)	6.42%
G.	NEW CONTRACT AMOUNT (A+E):	<b>\$12,686,558.86</b>

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

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

 _____ (1) Contractor	9/25/17 _____ Date	 _____ (2) Project Architect/Engineer	September 20, 2017 _____ Date
 _____ (3) Owner's Representative	_____ Date	 _____ (4) Director of Purchasing & Contract Management	OCT 17 2017 _____ Date
 _____ (5) Capital Project Manager	10/17/17 _____ Date	 _____ (6) City Attorney	10/18/2017 _____ Date

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

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



September 20, 2017

Mr. Josh Kristinek, P.E.  
City of Lubbock, Texas  
1625 13th Street  
Lubbock, Texas

**RE: *South Lubbock Sanitary Sewer Extension, Phase 2 – Bid Package A  
Change Order Number 3 - Reconciliation  
KHA No. 063126011***

Dear Josh:

As you are aware, the project has been determined to be complete. This change order is to capture the unit price quantity changes and reconcile the quantities for the above referenced project. Please refer to the breakdown that is attached for the specific change of each item.

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

- Original contract price: \$11,921,273.80
- Net change of this change order: \$161,447.06
- Amount of previous change orders: \$603,838.00
- Contract price with all approved change orders: \$12,686,558.86

The work outlined was part of the critical path for the project. This work took an additional 114 days that are recommended to be added to the contract. A breakdown of the time extension is listed below.

<u># Days Added</u>	<u>Justification</u>
10	Weather delays.
14	Addition of a driveway at 114 <sup>th</sup> Street for Mazen Property.
21	Addition of a driveway, revised original driveway, and added culverts at 125 <sup>th</sup> Street.
14	Reworked culverts and addition of a culvert at 124 <sup>th</sup> Street.
5	Placement of fence at RO Water Business.
7	Addition of rock rip rap at playa lake.
14	Clean up of mud and debris from private developer at FM 1585 and University Avenue.
12	Delay due to Atmos hitting a water line at 114 <sup>th</sup> and relocation of a gas line at Kelsey Park Lift Station.
17	Modifications to and delays in traffic control schedule/coordination.
<b>114</b>	<b>TOTAL DAYS ADDED</b>

- Original contract time: 300 days
- Original NTP date: June 15, 2015
- Contract time change with this change order: 114 days
- Contract time change of previous change orders: 213 days
- Contract time with all approved change orders: 327 days
- Date of substantial completion: March 3, 2017

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

Sincerely,

***KIMLEY-HORN AND ASSOCIATES, INC.***

Texas Firm Registration No. F-928

*Aaron K. Rader, P.E.*

Aaron K Rader, P.E.

Copy to: City of Lubbock: Wood Franklin, P.E., John Turpin, P.E., Josh Kristinek, P.E., Mike Keenum, P.E.

UCA: Ty Lane, Jonathan Ziegner, P.E.

Walker RPR Services: Ricky Walker, Mark Perry

Kimley-Horn: Jeff James, P.E.

\\FTWFP01\Data\Project\FTW\_Uilities\063126011\CCA\Bid Package AIRFI-CHG ORD\Change Orders\#3-Reconciliation\SLSE Ph2 BPA Change Order 2 KHA Letter.docx

**CHANGE OR EXTRA WORK ORDER NO. 3 - RECONCILIATION**

PROJECT DESCRIPTION: South Lubbock Sanitary Sewer Extension Phase 2, Bid Package A  
 KHA Project No.: 063126011  
 OWNER: City of Lubbock  
 CONTRACTOR: Utility Contractors of America  
 ORIGINAL CONTRACT AMOUNT: \$11,921,273.80  
 REVISED CONTRACT AMOUNT PER:  
 CHANGE ORDER No. 1: \$12,482,611.80  
 CHANGE ORDER No. 2: \$12,525,111.80  
 ALL CHANGE ORDERS: \$12,686,558.86

**CHANGE OR EXTRA WORK TO BE PERFORMED**

Item No.	Approx. Quantity	Description of Item	Unit Price	Decrease in Contr. Price	Increase in Contr. Price
<b>SEWER BASE BID</b>					
2	(1.00)	LS OPERATIONAL AND BYPASS PUMPING PLAN	\$500.00	(\$500.00)	
30	0.45	LS TEMPORARY EROSION, SEDIMENT, AND WATER POLLUTION PREVENTION PLAN	\$34,000.00		\$15,300.00
89	(67.00)	LF 10" DIA. AWWA C-900 DR18 PVC WATER LINE	\$45.00	(\$3,015.00)	
90	(113.00)	LF 8" DIA. AWWA C-900 DR18 PVC WATER LINE	\$40.00	(\$4,520.00)	
91	(8.00)	EA 12" RESILIENT SEATED WEDGE GATE VALVE	\$2,300.00	(\$18,400.00)	
92	(1.00)	EA 10" RESILIENT SEATED WEDGE GATE VALVE	\$1,950.00	(\$1,950.00)	
93	(2.00)	EA 8" RESILIENT SEATED WEDGE GATE VALVE	\$1,350.00	(\$2,700.00)	
95	(3.00)	EA FIRE HYDRANT ASSEMBLY	\$5,000.00	(\$15,000.00)	
96	(625.00)	LF WATER LINE TRENCH SAFETY	\$0.10	(\$62.50)	
<b>ROADWAY BASE BID</b>					
36	(25.00)	STA PREPARING RIGHT OF WAY	\$2,264.00	(\$56,600.00)	
37	(7.30)	SY REMOVE ASPHALT PAVEMENT AND BASE (8"-10")	\$6.20	(\$45.26)	
39	379.50	SY REMOVE CONCRETE (DRIVEWAY)	\$16.00		\$6,072.00
40	(178.00)	SY REMOVE CONCRETE (PAVEMENT)	\$16.00	(\$2,848.00)	
41	(49.00)	SY REMOVE CONCRETE (VALLEY GUTTER)	\$16.00	(\$784.00)	
43	(1.00)	EA REMOVE CULVERT HEADWALL	\$1,100.00	(\$1,100.00)	
44	200.00	LF REMOVE AND RELOCATE FENCE (CHAIN LINK)	\$30.00		\$6,000.00
45	(1,278.00)	LF REMOVE PAVEMENT MARKINGS (4" SLD)	\$1.00	(\$1,278.00)	
46	(71.00)	LF REMOVE PAVEMENT MARKINGS (24" SLD)	\$5.50	(\$390.50)	
47	17,043.70	CY EXCAVATION	\$7.00		\$119,305.90
48	(961.00)	CY OVER EXCAVATION	\$14.50	(\$13,934.50)	
49	(14,628.82)	CY BORROW	\$7.50	(\$109,716.15)	
50	(20.00)	SY TEMPORARY DETOUR PAVEMENT	\$140.00	(\$2,800.00)	
51	(460.00)	SY TEMPORARY PAVEMENT (ASPHALT MILLINGS)	\$13.50	(\$6,210.00)	
52	471.40	SY HIMAC TY C (2") (ROADWAY)	\$15.70		\$7,400.98
53	97.40	SY HIMAC TY C (2") (DRIVEWAYS)	\$20.00		\$1,948.00
54	1,380.30	SY FLEXIBLE BASE (6") (ROADWAY)	\$12.50		\$17,253.75
55	333.30	SY FLEXIBLE BASE (6") (DRIVEWAYS)	\$15.75		\$5,249.48
56	196.10	SY CONCRETE DRIVEWAYS	\$67.00		\$13,138.70
57	1,185.10	SY CONTINUOUS REINF. CONCRETE PAVING (9")	\$78.00		\$92,437.80
58	1,006.50	SY CONCRETE RIPRAP (5")	\$56.00		\$56,364.00
60	72.00	EA RAISED PAVEMENT MARKINGS (TYPE I-C)	\$3.80		\$273.60
61	12.00	EA RAISED PAVEMENT MARKINGS (TYPE II A-A)	\$3.80		\$45.60
62	(4,473.00)	LF PAVEMENT MARKINGS (4") (YELLOW) (TYP I) (SLD) (100MIL)	\$0.55	(\$2,460.15)	
63	(276.00)	LF PAVEMENT MARKINGS (4") (YELLOW) (TYP I) (BRK) (100MIL)	\$0.55	(\$151.80)	
64	(1,774.00)	LF PAVEMENT MARKINGS (4") (WHITE) (TYP I) (SLD) (100MIL)	\$0.55	(\$975.70)	
65	175.00	LF PAVEMENT MARKINGS (4") (WHITE) (TYP I) (BRK) (100MIL)	\$0.55		\$96.25
66	465.00	LF PAVEMENT MARKINGS (8") (WHITE) (TYP I) (SLD) (100MIL)	\$1.25		\$581.25
67	(82.00)	LF PAVEMENT MARKINGS (24") (WHITE) (TYP I) (SLD) (100MIL)	\$8.50	(\$697.00)	
68	(100.00)	LF PAVEMENT MARKINGS (24") (YELLOW) (TYP I) (SLD) (100MIL)	\$8.50	(\$850.00)	
69	(1.00)	EA SMALL SIGN RELOCATION	\$550.00	(\$550.00)	
71	(2.00)	EA RELOCATE EXISTING MAILBOX	\$800.00	(\$1,600.00)	
72	8.00	MO TRAFFIC CONTROL	\$5,500.00		\$44,000.00
74	(100.00)	SY CONCRETE PAVEMENT REPAIR	\$168.00	(\$16,800.00)	
75	318.00	SY ASPHALT PAVEMENT REPAIR	\$100.00		\$31,800.00
76	12,192.11	SY HYDROSEED	\$1.00		\$12,192.11
77	364.00	LF CONCRETE CURB AND GUTTER REPAIR	\$28.00		\$10,192.00
78	209.00	LF 24" RCP	\$66.00		\$13,794.00
81	9.00	EA SAFETY END TREATMENT	\$2,000.00		\$18,000.00
83	(25.00)	LF METAL BEAM GUARD FENCE (WOOD POST)	\$25.00	(\$625.00)	
85	(55.40)	SY PERMANENT ASPHALT TRENCH REPAIR (INDIANA AVE)	\$62.00	(\$3,434.80)	
101	1.00	LS ASPHALT PAVEMENT DENSITY PAY DEDUCT	-\$40,000.00	(\$40,000.00)	

Total Increase in Contract Amount:		\$471,445.42
Total Decrease in Contract Amount:	(\$509,998.56)	
Net Change in Contract Amount:		\$161,447.06
Percent of Contract Value This Change Order:		1.35%
Amount of Previous Change Orders:		\$603,838.00
Total Amount of All Change Orders:		\$765,285.06
Percent of Contract Value All Change Orders:		6.42%
Revised Contract Amount:		\$12,686,558.86
Original Contract Time:		300
Net Change in Contract Time of Completion previous change orders:		213
Net Change in Contract Time of Completion per CO3:		114
Revised Contract Time of Completion:		627

**City of Lubbock, TX  
Capital Project  
Project Cost Detail  
November 2, 2017**

Capital Project Number: 92310  
 Capital Project Name: South Lubbock Sanitary Sewer System Exp. Phase II

	<b>Budget</b>
<i>Encumbered/Expended</i>	
City of Lubbock Staff Time	\$ 18,809
Professional Services	9,378
Sewer System Improvements	6,370
Kimley Horn and Associates, Inc. 11259	143,600
Kimley Horn and Associates Contract 11259 Amendment 1	1,490,400
Kimley Horn and Associates Contract 11259 Amendment 2	786,741
Utility Contractors of America, Inc. Contract 12218	11,921,274
Utility Contract of America Contract 12218 Change Order 1	561,338
Utility Contract of America Contract 12218 Change Order 2	42,500
 <i>Agenda Items: November 2, 2017</i>	
Utility Contract of America Contract 12218 Change Order 3	161,447
<b><i>Encumbered/Expended to Date</i></b>	<b>15,141,856</b>
 <i>Estimated Costs for Remaining Appropriation</i>	
Construction	393,598
<b><i>Remaining Appropriation</i></b>	<b>393,598</b>
<b>Total Appropriation</b>	<b>\$ 15,535,454</b>





**Regular City Council Meeting**

**6. 6.**

**Meeting Date:** 11/02/2017

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### **Information**

#### **Agenda Item**

**Ordinance 2nd Reading - Public Works Traffic Operations:** Consider Ordinance No. 2017-O0144, amending Section 20.05.103 of the Code of Ordinances of the City of Lubbock, with regard to the establishment of a school zone for Legacy Elementary School.

#### **Item Summary**

On October, 26, 2017, the City Council approved the first reading of the ordinance.

Section 20.05.103 of the Code of Ordinances is being amended create a new school zone adjacent to Legacy Elementary School and to construct a 30 MPH flashing school zone. At the request of Frenship Independent School District (FISD) and due to safety concerns, the school zone will be located on North Milwaukee Avenue between Marshall Street and Kemper Street, along the west property line of Legacy Elementary School.

#### **Fiscal Impact**

Equipment and materials for construction costing approximately \$30,000, will be funded out of Capital Improvement Project 92216, Traffic Signals Upgrades.

#### **Staff/Board Recommending**

Mark Yearwood, Assistant City Manager  
L. Wood Franklin, P.E., Director of Public Works  
Citizens Traffic Commission

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### **Attachments**

Ordinance - School Zone Legacy

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING SECTION 20.05.103 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO THE ESTABLISHMENT OF SPEED LIMITS; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; AND PROVIDING FOR PUBLICATION.**

**WHEREAS**, the City Council of the City of Lubbock deems it to be in the best interests of the health, safety and welfare of the citizens of the City of Lubbock to make the following amendment to Section 20.05.103 of the Code of Ordinances of the City of Lubbock, Texas; **NOW THEREFORE:**

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

**SECTION 1. THAT** Section 20.05.103 of the Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as follows:

**Sec. 20.05.103            School zone speed limits**

A reduced school speed zone as indicated herein shall be in effect when the designated school speed limit beacon is flashing during school hours or the reduced speed limit sign assembly is present upon the streets or highways or portions thereof within the city limits which shall be as follows:

<b>Item</b>	<b>Lubbock Street Name (TxDOT Name)</b>	<b>Travel Direct.</b>	<b>School Zone Speed Limit Description</b>	<b>School Zone Type</b>	<b>Speed</b>	<b>School Name</b>
1	11th Place	East/ West	Beginning at a point 95 feet East of Liberty Avenue extending to a point 230 feet East of LaSalle Avenue	Flashing Beacon	20	FISD Northridge Elementary
2	19th Street (US 62 / SH 114)	East/ West	Beginning at a point 145 feet West of Avenue U extending to a point 100 feet East of Avenue T	Flashing Beacon	20	Lubbock High School

3	East 24th Street	East/ West	Beginning at a point 32 feet East of Oak Avenue extending to a point 677 feet West of Oak Avenue	Flashing Beacon	20	LISD Project Intercept
4	30th Street	East/ West	Beginning at a point 214 feet East of Avenue N extending to a point 158 feet West of Avenue N	Flashing Beacon	20	Bean Elementary
5	34th Street	East/ West	Beginning at a point 194 feet East of Avenue N extending to a point 251 feet West of Avenue N	Flashing Beacon	20	Bean Elementary
6	34th Street	East/ West	Beginning at a point 214 feet East of Toledo Avenue extending to a point 200 feet West of Vicksburg Avenue	Flashing Beacon	20	Coronado High School
7	43rd Street	East/ West	Beginning at a point 160 feet East of Milwaukee Avenue extending to a point 600 feet East of Milwaukee Avenue	Flashing Beacon	20	FISD Westwind Elementary
8	50th Street	East/ West	Beginning at a point 320 feet West of Avenue P extending to a point 308 feet East of Avenue P	Flashing Beacon	20	Hodges Elementary

9	50th Street	East/ West	Beginning at a point 146 feet East of Gary Avenue extending to a point 219 feet West of Gary Avenue	Flashing Beacon	20	Monterey High School
10	58th Street	East/ West	Beginning at a point 198 feet East of Avenue U extending to a point 136 feet West of Avenue V	Flashing Beacon	20	Bayless Elementary
11	58th Street	East/ West	Beginning at a point 150 feet East of Peoria Avenue extending to a point 255 feet West of Peoria Avenue	Flashing Beacon	20	Evans Middle School
12	58th Street	East/ West	Beginning at a point 169 feet East of Canton Avenue and extending to a point 158 feet West of Elgin Avenue	Flashing Beacon	20	Parsons Elementary
13	58th Street	East/ West	Beginning at a point 85 feet West of 55th Drive extending to a point 209 feet East of Wayne Avenue	Flashing Beacon	20	Williams Elementary
14	73rd Street	East/ West	Beginning 200 feet East of Ironton Avenue extending to a point 200 feet West of Ironton Avenue	Flashing Beacon	20	Heritage Middle School

15	78th Street	East/ West	Beginning at a point 188 feet West of Flint Avenue extending to a point 200 feet East of Elgin Avenue	Flashing Beacon	20	Waters Elementary
16	79th Street	East/ West	Beginning at a point 221 feet West of Hope Avenue extending to a point 165 feet East of Hope Avenue	Flashing Beacon	20	FISD Crestview Elementary
17	108th Street	East/ West	Beginning at a point 350 feet West of Gary Avenue extending to a point 350 feet East of Gary Avenue	Flashing Beacon	20	Lubbock-Cooper North Elementary
18	Avenue L	North/ South	Beginning at a point 15 feet South of 29th Street extending to a point 50 feet North of 30th St	Flashing Beacon	20	Bean Elementary
19	Avenue P	North/ South	Beginning at a point 211 feet South of 1st Street extending to a point 218 feet North of 1st Street	Flashing Beacon	20	Guadalupe Elementary
20	Avenue P	North/ South	Beginning at a point 218 feet North of 79th Street extending to a point 58 feet North of 81st Street	Flashing Beacon	20	Roberts Elementary

21	Avenue Q (US 84)	North/ South	Beginning at a point 210 feet North of 32nd Street extending to a point 135 feet South of 32nd Street	Flashing Beacon	30	O.L. Slaton Middle School
22	Avenue T	North/ South	Beginning at a point 26 feet North of 20th Street extending to a point 40 feet South of 22nd Street	Flashing Beacon	20	Dupree Elementary
23	Avenue U	North/ South	Beginning at a point 214 feet South of 2nd Street extending to a point 162 feet North of 2nd Street	Flashing Beacon	20	Jackson Elementary
24	Avenue U	North/ South	Beginning at a point 90 feet North of 58th Street extending to a point 125 feet South of 53rd Street	Flashing Beacon	20	Atkins Middle School
25	Avenue U	North/ South	Beginning at a point 115 feet South of 58th Street extending to a point 74 feet North of 62nd Street	Flashing Beacon	20	Bayless Elementary
26	Boston Avenue	North/ South	Beginning at a point 161 feet North of 1st Street and extending to a point 135 feet North of 2nd Street	Flashing Beacon	20	McWhorter Elementary

27	Broadway	East/ West	Beginning at a point 261 feet West of Avenue U and extending to a point 211 feet East of Avenue U	Flashing Beacon	20	Ramirez Charter School
28	Chicago Avenue	North/ South	Beginning at a point 16 feet North of 16th Street extending to a point 16 feet South of 13th Street	Flashing Beacon	20	Hardwick Elementary
29	Chicago Avenue	North/ South	Beginning at a point 93 feet North of 32nd Street and extending to a point 10 feet South of 29 <sup>th</sup> Drive	Flashing Beacon	20	Bowie Elementary
30	Chicago Avenue	North/ South	Beginning at a point 145 feet South of 48th Street extending to a point 143 feet North of 46 <sup>th</sup> Street	Flashing Beacon	20	Wester Elementary
31	Chicago Avenue	North/ South	Beginning at a point 56 feet South of 87th Street extending to a point 59 feet North of 89 <sup>th</sup> Street	Flashing Beacon	20	Smith Elementary
32	Elgin Avenue	North/ South	Beginning at a point 150 feet North of 41st Street extending to a point 155 feet South of 42nd Street	Flashing Beacon	20	Wheelock Elementary

33	Elgin Avenue	North/ South	Beginning at a point 260 feet North of 58th Street extending to a point 156 feet South of 42nd Street	Flashing Beacon	20	Parsons Elementary
34	Elgin Avenue	North/ South	Beginning at a point 103 feet South of 78th Street extending to a point 40 feet of 75th Street	Flashing Beacon	20	Waters Elementary
35	Erskine Street	East/ West	Beginning at a point 19 feet West of North Hartford Avenue extending to a point 134 feet East of North Gary Avenue	Flashing Beacon	20	Wolffarth Elementary
36	Flint Avenue	North/ South	Beginning at a point 135 feet South of 39th Street extending to a point 134 feet South of 43rd Street	Flashing Beacon	20	Wheelock Elementary
37	Fulton Avenue	North/ South	Beginning at a point 112 feet South of 100th Street extending to a point 295 feet North of 101st Street	Flashing Beacon	20	Lubbock-Cooper West Elementary
38	Joliet Drive	North/ South	Beginning at a point 106 feet West of Louisville Drive extending to a point 68 feet Southwest of 68th Street	Flashing Beacon	20	Miller Elementary

39	Dr. M. L. King, Jr., Boulevard*	North/ South	Beginning at a point 106 feet South of East Erskine Street extending to a point 213 feet South of East Emory Street	Flashing Beacon	20	Estacado High School
40	Dr. M. L. King, Jr., Boulevard*	North/ South	Beginning at a point 220 feet South of East 29th Street extending to a point 230 feet North of East 29th Street	Flashing Beacon	20	Ervin Elementary
41	Memphis Avenue	North/ South	Beginning at a point 135 feet North of 31st Street extending to a point 122 feet South of 28th Street	Flashing Beacon	20	Overton Elementary
42	Memphis Avenue	North/ South	Beginning at a point 132 feet South of 46th Street extending to a point 242 feet North of 44th Street	Flashing Beacon	20	Maedgen Elementary
43	Memphis Avenue	North/ South	Beginning at a point 115 feet North of 86th Street extending to a point 230 feet South of 86th Street	Flashing Beacon	20	Honey Elementary
44	Milwaukee Avenue	North/ South	Beginning at a point 300 feet North of Lehigh Street extending to a point 60 feet South of Kemper Street	Flashing Beacon	30	Legacy Elementary

45	Norfolk Avenue	East/ West	Beginning at a point 595 feet South of 130th Street extending to a point 200 feet South of 133rd Street	Sign Assembly	30	Lubbock-Cooper Central Elementary
46	Parkway Drive (US 82)	East/ West	Beginning at a point 560 feet Southwest of Zenith Avenue extending 600 feet to a point 115 feet southwest of Walnut Avenue	Flashing Beacon	30	Alderson Middle School
47	Quaker Avenue	North/ South	Beginning at a point 213 feet North of 31st Street extending to a point 137 feet South of 31st Street	Flashing Beacon	20	Smylie Wilson Middle School
48	Teak Avenue	North/ South	Beginning at a point 200 feet North of East 29th Street extending to a point 250 feet South of East 29th Street	Flashing Beacon	20	Ervin Elementary
49	Toledo Avenue	North/ South	Beginning at a point 153 feet Northwest of 13th Street extending to a point 163 feet Southeast of 15th Street	Flashing Beacon	20	Rush Elementary
50	North University Avenue	North/ South	Beginning at a point 212 feet South of Auburn Street extending to a point 156 feet North of Baylor Street	Flashing Beacon	20	Cavazos Middle School

51	North Utica Avenue	North/South	Beginning at a point 220 feet North of Kemper Street extending to a point 195 feet South of Kemper Street	Flashing Beacon	20	Centennial Elementary
52	Utica Avenue	North/South	Beginning at a point 94 feet North of 45th Street extending to a point 200 feet South of 48th Street	Flashing Beacon	20	Stewart Elementary
53	Utica Avenue	North/South	Beginning at a point 163 feet North of 56th Street extending to a point 30 feet North of 59th Street	Flashing Beacon	20	Williams Elementary

~The preceding list of streets and avenues has been revised in alphabetical order, with the numbered streets listed first. All streets will read from east to west, and all avenues will read from north to south.

\*Approved Ordinances for official street name changes can be found in the Lubbock Code of Ordinances, article 36.03, Names of Streets.

The following table is provided to explain the travel direction shown in the preceding list of streets and avenues:

**Direction Key**

E/W East/West  
N/S North/South

**SECTION 2. THAT** should any paragraph, section, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

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

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

**AND SO IT IS ORDERED.**

Passed by the City Council on first reading on \_\_\_\_\_.

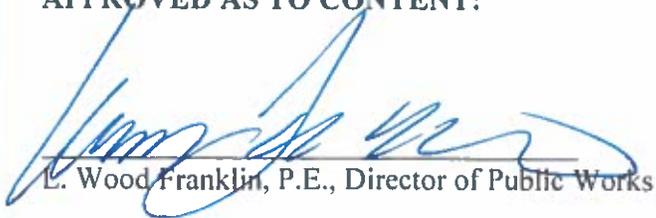
Passed by the City Council on second reading on \_\_\_\_\_.

\_\_\_\_\_  
DANIEL M. POPE, MAYOR

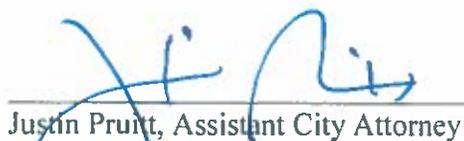
**ATTEST:**

\_\_\_\_\_  
Rebecca Garza, City Secretary

**APPROVED AS TO CONTENT:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Justin Pruitt, Assistant City Attorney



**Regular City Council Meeting**

**6. 7.**

**Meeting Date:** 11/02/2017

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### **Information**

#### **Agenda Item**

**Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order 33000930 with Dell Marketing LP, for DR Appliances and Servers for the Data Centers.

#### **Item Summary**

The purchase of the DR appliances and servers will allow deduplication of data and scaling to assure optimal storage. These DR backup servers will be used to provide separate backup capacity for Public Safety systems. Attempting to backup both Non-Public Safety and Public Safety to the same DR is creating backup windows which are unacceptably long. Splitting the backups between two DRs and their mirrors should provide acceptable backup windows.

The purchase is made available through the State of Texas Department of Information Resources (DIR) Contract DIR-SDD-1951.

#### **Fiscal Impact**

The purchase amount of \$112,317.36 is budgeted in the Information Technology FY 2017-18 Operating Budget, Equipment Capital Outlay - Computer Equipment account.

#### **Staff/Board Recommending**

Mark Yearwood, Assistant City Manager

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### **Attachments**

Resolution

Purchase Order

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**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. 33000930 for the purchase of Quest DR Appliances and Servers as per DIR-SDD-1951, by and between the City of Lubbock and Dell Marketing LP of Round Rock, Texas, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

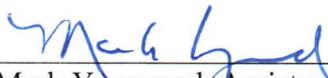
Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
DANIEL M. POPE, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Ryan Brooke, Assistant City Attorney



PURCHASE ORDER

Page - 1

Date - 10/20/2017

Order Number 33000930 000 OP

Branch/Plant 3410

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

SHIP TO: CITY OF LUBBOCK
INFORMATION TECHNOLOGY
1611 10TH STREET
LUBBOCK Texas 79401

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

Ordered 10/13/2017 Freight
Requested 11/17/2017 Taken By S SUMMERS
Delivery Per J Zhine / Req # 51014 Q#1024290634616.1/DIR-SDD-1951

Table with 7 columns: Description/Supplier Item, Ordered, Unit Cost, UM, Extension, Request Date. Rows include Quest DR Appliance RIS and Quest DR Appliance w RIS.

This purchase order encumbers funds in the amount of \$112,317.36 awarded to Dell Marketing LP of Round Rock, TX on 10/20/2017. The following is incorporated into and made part of this purchase order by reference: Quotation Number 1024290634616.1 dated October 9, 2017 from Dell Marketing LP of Round Rock, TX and State of Texas Department of Information Resources (DIR) Contract DIR-SDD-1951. Resolution #

CITY OF LUBBOCK

ATTEST:

Daniel M. Pope, Mayor

Rebecca Garza, City Secretary

**PURCHASE ORDER  
TERMS AND CONDITIONS  
IMPORTANT: READ CAREFULLY  
STANDARD TERMS AND CONDITIONS  
CITY OF LUBBOCK, TX**

**Seller and Buyer agree as follows:**

1. **SELLER TO PACKAGE GOODS.** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. **SHIPMENT UNDER RESERVATION PROHIBITED.** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. **TITLE AND RISK OF LOSS.** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. **NO REPLACEMENT OF DEFECTIVE TENDER.** Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. **INVOICES & PAYMENTS.** a. Seller shall submit separate invoices, in duplicate, one 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, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.

6. **GRATUITIES.** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to 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 this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

7. **SPECIAL TOOLS & TEST EQUIPMENT.** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

8. **WARRANTY-PRICE.** a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. **WARRANTY-PRODUCT.** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub-Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

10. **SAFETY WARRANTY.** Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.

11. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS.** As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer 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 Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller 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.

12. **NON APPROPRIATION.** 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.

13. **RIGHT OF INSPECTION.** Buyer shall have the right to inspect the goods at delivery before accepting them.

14. **CANCELLATION.** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in

lieu of any other remedies which Buyer may have in law or equity.

15. **TERMINATION.** The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 14, herein.

16. **FORCE MAJEURE.** Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

17. **ASSIGNMENT-DELEGATION.** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.

18. **WAIVER.** No claim or right arising out of a breach of this 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.

19. **INTERPRETATION-PAROLE EVIDENCE.** This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

20. **APPLICABLE LAW.** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

21. **RIGHT TO ASSURANCE.** Whenever one party to this 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 his 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.

22. **INDEMNIFICATION.** Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, 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 subSeller 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 therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expense, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.

23. **TIME.** It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contractor to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

24. **MBE.** The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.

25. **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.

26. **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.

27. **HOUSE BILL 2015.** 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. (Texas Government Code Section 2155.001).

28. **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.

29. **HOUSE BILL 1295 DISCLOSURE OF INTERESTED PARTIES.** House Bill 1295, adopted by the 84th Legislature, created §2252.908, Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: <http://www.ci.lubbock.tx.us/departments-websites/departments/purchasing/vendor-information>

30. **CONTRACTOR ACKNOWLEDGES,** by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

31. By accepting this purchase order, the Vendor verifies that it does not Boycott Israel, and agrees that during the term of this Agreement (Contract as applicable) will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.



# A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

**Total: \$  
112,317.36**

<b>Quote number:</b> 1024290634616.1	<b>Quote date:</b> Oct. 9, 2017	<b>Quote expiration:</b> Nov. 8, 2017
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<b>Company name:</b> CITY OF LUBBOCK	<b>Customer number:</b> 1784159	<b>Phone:</b> (806) 775-2366
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<b>Sales rep information:</b> Billy Burns Billy_Burns@Dell.com (800) 456-3355 Ext: 5133864	<b>Billing Information:</b> CITY OF LUBBOCK PO BOX 2000 LUBBOCK TX 79457-0001 US (806) 775-2366
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## Pricing Summary

Item	Qty	Unit Price	Subtotal
TX CITY OF LUBBOCK QUEST DR APPL RIS PREPAID REM IMPLEMENTATI SVC	1	\$945.34	\$945.34
TX CITY OF LUBBOCK QUEST DR APPL RIS PREPAID REM IMPLEMENTATI SVC	2	\$55,686.01	\$111,372.02
		<b>Subtotal:</b>	\$112,317.36
		<b>Shipping:</b>	\$0.00
		<b>Environmental Fees:</b>	\$0.00
		<b>Non-Taxable Amount:</b>	\$0.00
		<b>Taxable Amount:</b>	\$0.00
		<b>Estimated Tax:</b>	\$0.00
		<b>Total:</b>	<b>\$112,317.36</b>

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

## Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,  
Billy Burns

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

## Shipping Group 1

<b>Shipping Contact:</b>	<b>Shipping phone:</b>	<b>Shipping via:</b>	<b>Shipping Address:</b>
RECV DEPT	(806) 775-2366	Standard Ground	CITY OF LUBBOCK 1611 10TH ST LUBBOCK TX 79401-0000 US

SKU	Description	Qty	Unit Price	Subtotal
	TX CITY OF LUBBOCK QUEST DR APPL RIS PREPAID REM IMPLEMENTATI SVC	1	\$945.34	\$945.34
	<b>Contract No:</b> 42AFU <b>Customer Agreement No:</b> DIR-SDD-1951			
A9917522	TX CITY OF LUBBOCK QUEST DR APPL RIS PREPAID REM IMPLEMENTATI SVC	1	-	-

SKU	Description	Qty	Unit Price	Subtotal
	TX CITY OF LUBBOCK QUEST DR APPL RIS PREPAID REM IMPLEMENTATI SVC	2	\$55,686.01	\$111,372.02
	<b>Contract No:</b> 42AFU <b>Customer Agreement No:</b> DIR-SDD-1951			
A9917521	TX CITY OF LUBBOCK QUEST DR APPL RIS PREPAID REM IMPLEMENTATI SVC	2	-	-

<b>Subtotal:</b>	\$112,317.36
<b>Shipping:</b>	\$0.00
<b>Environmental Fees:</b>	\$0.00
<b>Estimated Tax:</b>	\$0.00
<b>Total:</b>	<b>\$112,317.36</b>

## Important Notes

### Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale ([www.dell.com/learn/us/en/uscorp1/terms-of-sale](http://www.dell.com/learn/us/en/uscorp1/terms-of-sale)), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy ([www.dell.com/returnpolicy](http://www.dell.com/returnpolicy)) and Warranty (for Consumer warranties ; for Commercial warranties).

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

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

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

### Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

**If you have any questions regarding tax please send an e-mail to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com).**

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.



**Regular City Council Meeting**

**6. 8.**

**Meeting Date:** 11/02/2017

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**Information**

**Agenda Item**

**Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order 33100016 with Solid Optics LLC, for Optics for Network Connections.

**Item Summary**

This purchase is for the Optics for the network connection between the Data Center and Alternate Data Center. The Juniper compatible optics are necessary for data communications and interfacing networking hardware.

Bids were received and opened on October 23, 2017. They were as follows:

Contractor	Amount
Solid Optics, LLC of Culver City, California	\$ 94,720
Fiber Store of Lubbock, Renton, WA	96,768
Syntra of Lubbock, TX	180,600
Kudelski Security of Dallas, TX	238,695

Staff recommends award to the lowest bidder, Solid Optics of Culver City, California for \$94,720.

**Fiscal Impact**

\$5,260,000 is appropriated in Capital Improvement Project 92520, Secondary Data Center, with \$94,720 available for this purpose.

**Staff/Board Recommending**

David McGaughey, Information Technology Director

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**Attachments**

Resolution - Optics (u)  
Purchase Order 33100016  
Bid Tab Sheet for 13640  
Budget Detail  
CIP Detail

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**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. 33100016 for the purchase of optics for network connection as per ITB 18-13640-KW, by and between the City of Lubbock and Solid Optics LLC of Culver City, California, 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:

  
\_\_\_\_\_  
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Ryan Brooke, Assistant City Attorney



PURCHASE ORDER

Page - 1
Date - 10/25/2017
Order Number 33100016 000 OP
Branch/Plant 92520

TO: SOLID OPTICS LLC
10575B VIRGINA AVE
CULVER CITY California 90232

SHIP TO: CITY OF LUBBOCK
INFORMATION TECHNOLOGY
1611 10TH STREET
LUBBOCK Texas 79401

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

Ordered 10/25/2017 Freight
Requested 12/20/2017 Taken By K WRIGHT
Delivery Per J Zhine / Req # 51097 ITB 18-13640-KW

Table with 7 columns: Description/Supplier Item, Ordered, Unit Cost, UM, Extension, Request Date. Includes items like JunCompatibl QSFP-AOCBO-7M 40G and JunCmptbl 100GBase-ER4 QSFP28.

This purchase order encumbers funds in the amount of \$94,720.00 awarded to Solid Optics of Culver City, CA on November 2, 2017. The following is incorporated into and made part of this purchase order by ITB 18-13640-KW Solid Optics of Culver City, CA dated October 25th, 2017. Resolution # \_\_\_\_\_.

CITY OF LUBBOCK

ATTEST:

Daniel M. Pope, Mayor

Rebecca Garza, City Secretary

**PURCHASE ORDER  
TERMS AND CONDITIONS  
IMPORTANT: READ CAREFULLY  
STANDARD TERMS AND CONDITIONS  
CITY OF LUBBOCK, TX**

**Seller and Buyer agree as follows:**

1. **SELLER TO PACKAGE GOODS.** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. **SHIPMENT UNDER RESERVATION PROHIBITED.** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. **TITLE AND RISK OF LOSS.** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. **NO REPLACEMENT OF DEFECTIVE TENDER.** Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. **INVOICES & PAYMENTS.** a. Seller shall submit separate invoices, in duplicate, one 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, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.

6. **GRATUITIES.** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to 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 this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

7. **SPECIAL TOOLS & TEST EQUIPMENT.** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

8. **WARRANTY-PRICE.** a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. **WARRANTY-PRODUCT.** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub-Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

10. **SAFETY WARRANTY.** Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.

11. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS.** As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer 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 Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller 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.

12. **NON APPROPRIATION.** 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.

13. **RIGHT OF INSPECTION.** Buyer shall have the right to inspect the goods at delivery before accepting them.

14. **CANCELLATION.** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in

lieu of any other remedies which Buyer may have in law or equity.

15. **TERMINATION.** The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 14, herein.

16. **FORCE MAJEURE.** Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

17. **ASSIGNMENT-DELEGATION.** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.

18. **WAIVER.** No claim or right arising out of a breach of this 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.

19. **INTERPRETATION-PAROLE EVIDENCE.** This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

20. **APPLICABLE LAW.** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

21. **RIGHT TO ASSURANCE.** Whenever one party to this 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 his 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.

22. **INDEMNIFICATION.** Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, 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 subSeller 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 therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.

23. **TIME.** It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

24. **MBE.** The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.

25. **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.

26. **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.

27. **HOUSE BILL 2015.** 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. (Texas Government Code Section 2155.001).

28. **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 of insurance from the Subcontractor that complies with all contract Insurance requirements.

29. **HOUSE BILL 1295 DISCLOSURE OF INTERESTED PARTIES.** House Bill 1295, adopted by the 84th Legislature, created §2252.908, Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: <http://www.ci.lubbock.tx.us/departamental-websites/departments/purchasing/vendor-information>

30. **CONTRACTOR ACKNOWLEDGES,** by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

31. By accepting this purchase order, the Vendor verifies that it does not Boycott Israel, and agrees that during the term of this Agreement (Contract as applicable) will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

**BID FORM**  
**Optics for Network Connection**  
**City of Lubbock, TX**  
**ITB 18-13640-KW**

In compliance with the **Invitation to Bid 18-13640-KW**, 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 **18-13640-KW** is by reference incorporated in this contract. The Bid Form **must be completed** in blue or black **ink** or by typewriter.

ITEM	EA	DESCRIPTION	UNIT COST*	TOTAL COST*	DELIVERY DAYS ARO**
1.	24	Juniper compatible QSRP-AOCBO-7M, 40G ASFP+4X10G+Breakout Active Optical Cable, as per specifications.	\$250.00	\$6,000.00	4-6 weeks
2.	16	Juniper compatible 100GBASE-ER4, 100GBASE-ER4 QSFP28 Transceiver (SMF, 1310NM, LC,DOM), as per specifications.	\$5,545.00	\$88,720.00	6-10 weeks
<b>Total Cost Items 1-2</b>				\$ 94,720.00	

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

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

**PAYMENT TERMS AND DISCOUNTS** - Bidder offers a prompt payment discount of \_\_\_\_\_%, net \_\_ calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

**MOST FAVOURED PRICING:** The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favoured customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

**INTERLOCAL PURCHASING (optional):** The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below 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  X

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

THIS BID IS SUBMITTED BY Solid Optics, LLC a corporation organized under the laws of the State of California, or a partnership consisting of \_\_\_\_\_ or individual trading as \_\_\_\_\_ of the City of \_\_\_\_\_

Firm: Solid Optics, LLC

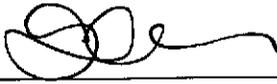
Address: 10575B Virginia Ave.

City: Culver City State: CA Zip: 90232

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 10/13/17 Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_ Addenda No. \_\_\_\_\_ Date \_\_\_\_\_

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

By  Date: 10/13/2017  
*Authorized Representative - must sign by hand*

Officer Name and Title: MANAGING MEMBER  
*Please Print*

Business Telephone Number (310) 997-2534 FAX: (310) 803-9763

E-mail Address: rosie@solid-optics.com

FOR CITY USE ONLY	
Bid Form Item Number(s) Awarded to Above Named Firm/Individual: _____	
Date of Award by City Council (for bids over \$50,000): _____	Date P.O./Contract Issued: _____

**RETURN COMPLETED & SIGNED BID FORM ALONG WITH CITY OF LUBBOCK SPECIFICATIONS.**  
**LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.**

City of Lubbock, TX  
Bid 17-13640-KW  
Optics for Network Connection

Specifications

SCOPE

It is the intent of the City of Lubbock to request bids for Optics for network connection between Data Center and EOC Data Center for the IT department.

PRODUCT SPECIFICATION

The following two optics are needed:

- 24 Juniper compatible QSRP-AOCBO-7M  
40G ASFP+4X10G+Breakout Active Optical Cable
- 16 Juniper compatible 100GBASE-ER4  
100GBASE-ER4 QSFP28 Transceiver (SMF, 1310NM, LC,DOM)

**City of Lubbock, TX**  
**Information Technology**  
**Bid Tabulation**  
**November 2 , 2017**

ITB 18-13640-KW

Optics for Network Connection

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended Cost
1	12	EA	Juniper compatible QSRP-AOCBO-7M, 40G ASFP+4X10G+Breakout Active Optical Cable, as per specifications.			
			Fiberstore	Renton, WA	\$ 192	4,608
			Solid Optics, LLC	Culver City, CA	250	6,000
			Synetra	Lubbock, TX	275	6,600
			Kudelski Security	Dallas, TX	364	8,738
2	24		Juniper compatible 100GBASE-ER4, 100GBASE-ER4 QSFP28 Transceiver (SMF, 1310NM, LC,DOM), as per specifications.			
			Solid Optics, LLC	Culver City, CA	5,545	88,720
			Fiberstore	Renton, WA	5,760	92,160
			Synetra	Lubbock, TX	10,875	174,000
			Kudelski Security	Dallas, TX	14,372	229,957
			All or None			
			<b>Solid Optics, LLC</b>	<b>Culver City, CA</b>	<b>\$</b>	<b>94,720</b>
			Fiberstore	Renton, WA		96,768
			Synetra	Lubbock, TX		180,600
			Kudelski Security	Dallas, TX		238,695

**City of Lubbock, TX  
Information Technology  
Bid Tabulation  
November 2 , 2017**

**City of Lubbock, TX  
Capital Project  
Project Cost Detail  
November 2, 2017**

Capital Project Number: 92520  
 Capital Project Name: Secondary Data Center

	<b>Budget</b>
<i>Encumbered/Expended</i>	
Dell Marketing LP Order 33000912	\$ 2,860,662
Palo Alto Networks	102,720
Kudelski Security Inc.	574,806
Dell Marketing LP	1,136,762
Mythics Inc. Order 33000922	92,682
 <i>Agenda Items: November 2, 2017</i>	
Solid Optics LLC. Order 33100016	94,720
<b><i>Encumbered/Expended to Date</i></b>	<b>4,862,352</b>
 <i>Estimated Costs for Remaining Appropriation</i>	
Technology Equipment	397,648
<b><i>Remaining Appropriation</i></b>	<b>397,648</b>
<b>Total Appropriation To Date</b>	<b>\$ 5,260,000</b>

Managing Department **Data Processing Services**

Project Manager **David McGaughey**

Project Classification **New Facility**

Project Status **Approved**



*Project Scope*

The scope of this project includes purchasing new computing assets that will be installed in the Primary and Secondary Data Center. The assets include servers, storage and network equipment as well as software to create redundant communications between Data Centers over fiber optics. In addition, a complete VMWare installation will be implemented on the new hardware at both locations. The VMWare installation will include software for network and security, storage replication, and recovery and operations management. The project will have consulting and training provided as part of a turnkey solution.

*Project Justification*

The purpose of this project will be to provide redundant information technology services to the City. These services will provide redundancy and reliability as well as continuity of operations between City data centers.

*Project History*

\$5,260,000 was appropriated in the FY 2017-18 Budget, Ord. No. 2017-00111, October 1, 2017.

Recent and current assessments identified the need for a secondary data center. The proposed solution leverages existing equipment and provides the required backbone for seamless redundancy and future expansion into an off-site solution for a third node.

Appropriation Detail	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	
Technology	0	5,260,000	0	0	0	0	0	5,260,000
<b>Total Project Appropriation</b>	<b>0</b>	<b>5,260,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,260,000</b>

Funding Detail	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	
FY 2018 10-Year Tax Revenue CO's	0	5,260,000	0	0	0	0	0	5,260,000
<b>Total Funding Sources</b>	<b>0</b>	<b>5,260,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,260,000</b>

Operating Budget Impact	Unappropriated Planning Years						Total Impact
	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	
Information Technology	0	10,000	10,000	400,000	450,000	500,000	1,370,000
<b>Total Operating Budget Impact</b>	<b>0</b>	<b>10,000</b>	<b>10,000</b>	<b>400,000</b>	<b>450,000</b>	<b>500,000</b>	<b>1,370,000</b>



**Regular City Council Meeting**

**6. 9.**

**Meeting Date:** 11/02/2017

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### **Information**

#### **Agenda Item**

**Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute Contract 13822, between the City of Lubbock and Wilkerson Investment Company, for the purchase of real property for City use.

#### **Item Summary**

This item is the purchase of the properties described below:

1215 13<sup>th</sup> Street (building)

1218 14<sup>th</sup> Street (building)

1415 Avenue L (parking)

1408 Avenue L (parking)

1210 15<sup>th</sup> Street (parking)

Staff recommends the purchase of this property to support the continued redevelopment of the Citizens Tower Complex. The three parking lots will provide increased off-street parking availability for the Tower, and the buildings will provide approximately 24,550 square feet of space for potential re-use by City departments that are not programmed to occupy the Tower. The negotiated purchase price is \$1,900,000.

#### **Fiscal Impact**

2,000,000 is budgeted in Capital Improvement Project 92369, Municipal Facilities Replacements/Renovations (Citizens Tower CIP) with \$1,900,000 available for this purchase. This is fully funded within the existing Citizens Tower project and is not an addition above the available funding.

#### **Staff/Board Recommending**

Mark Yearwood, Assistant City Manager

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### **Attachments**

Resolution - Real Estate Purchase

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**RESOLUTION**

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

**THAT** the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Real Estate Sales Contract, by and between the City of Lubbock and Wilkerson Investment Company 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:**

  
\_\_\_\_\_  
Mark Yearwood, Assistant City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Ryan Brooke, Assistant City Attorney



**Regular City Council Meeting**

**6. 10.**

**Meeting Date:** 11/02/2017

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### **Information**

#### **Agenda Item**

**Resolution - Health:** Consider a resolution authorizing the City Council to appoint Dr. Ronald L. Cook, DO, MBA, as the Local Health Authority for the City of Lubbock.

#### **Item Summary**

The local Health Authority shall serve a term of 2 years or until such time as a successor has been appointed. A Health Authority is a physician appointed by the City Council to administer state and local laws relating to public health within the City of Lubbock's jurisdiction.

#### **Fiscal Impact**

There is no impact to the general fund. This appointment is pro bono public.

#### **Staff/Board Recommending**

Bill Howerton, Assistant City Manager

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### **Attachments**

Health Resolution

Appointment Certificate

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RESOLUTION

WHEREAS, the City Council of the City of Lubbock has determined that it is in the best interest of the citizens of the City of Lubbock to appoint the following named person as the Local Health Authority for the City of Lubbock, Texas, pursuant to Chapter 121 of the Health and Safety Code; NOW THEREFORE:

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

SECTION 1. THAT the following named person is hereby appointed Local Health Authority for the City of Lubbock, Texas.

Ronald L. Cook, DO, MBA

SECTION 2. THAT said Local Health Authority shall serve for a term of two (2) years or until such time as a successor has been appointed.

SECTION 3. THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute a Certificate of Appointment for a Local Health Authority and any associated documents on behalf of Dr. Cook.

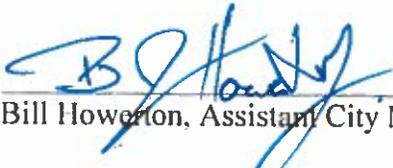
Passed by the City Council on this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
DANIEL M. POPE, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Ryan Brooke, Assistant City Attorney

**Certificate of Appointment  
for a  
Health Authority**

The Local Health Authority has been appointed and approved by the:

Mayor and City Council of the City of Lubbock, Texas

I, DANIEL M. POPE, acting in my capacity as Mayor of the City of Lubbock do hereby certify the physician, RONALD L. COOK, DO, MBA, who is licensed by the Texas Board of Medical Examiners, was duly appointed as the, Local Health Authority for the City of Lubbock, Texas.

Date term of office begins January 1, 2018

Date term of office ends December 31, 2019, unless removed by law.

I certify to the above information on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
DANIEL M. POPE, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary



**Regular City Council Meeting**

**6. 11.**

**Meeting Date:** 11/02/2017

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### **Information**

#### **Agenda Item**

**Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute Purchase Order 31035983 with Kinloch Equipment & Supply, Inc., for the purchase of a Grapple body installed on a City-owned chassis for Solid Waste Residential Collection.

#### **Item Summary**

This purchase order contract is for the purchase and installation of a grapple body on a City-owned chassis from Kinloch Equipment & Supply, Inc., of Pasadena, TX.

Budget Amendment No. 32 increasing Capital Outlay Other Equipment in the Residential Collection operating budget was approved on July 13, 2017.

The \$77,357.64 purchase from Kinloch Equipment & Supply, Inc., is made through the NJPA (National Joint Powers Alliance) contract number 041217-PII.

#### **Fiscal Impact**

\$81,000.00 is appropriated in Solid Waste Residential Collection - Capital Outlay Other Equipment operating budget, with \$77,357.64 available for this purpose.

#### **Staff/Board Recommending**

Scott Snider, Assistant City Manager

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### **Attachments**

Resolution for Kinloch Equipment  
Purchase Order- Kinloch Equipment & Supply, Inc.

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**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. 31035983 for the purchase of a Grapple Body, by and between the City of Lubbock and Kinloch Equipment and 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

RES.PO # 31035983 Kinloch Equipment  
10.27.17

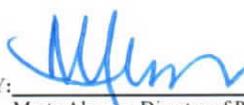


PURCHASE ORDER

Page - 1  
Date - 10/27/2017  
Order Number 31035983 000 OP

TO:  
KINLOCH EQUIPMENT & SUPPLY INC  
3320 PASADENA BLVD  
PASADENA Texas 77503

Branch/Plant 3526  
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 10/20/2017 Freight  
Requested 12/31/2017 Taken By S GONZALEZ  
Delivery PER J LOERWALD REQ #51080 NJPA CONTRACT 041217-PII

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Grapple Body	1.000	69,107.6400	EA	69,107.64	12/31/2017
Freight	1.000	8,250.0000	EA	8,250.00	12/31/2017
				Total Order	
Terms NET 30				77,357.64	

This purchase order encumbers funds in the amount of \$77,357.64 awarded to Kinloch Equipment & Supply, Inc. of Pasadena, TX, on \_\_\_\_\_, 2017. The following is incorporated into and made part of this purchase order by reference: NJPA Contract 041217-PII dated October 13, 2017 from Kinloch Equipment & Supply, Inc. of Pasadena, TX. Resolution # \_\_\_\_\_

CITY OF LUBBOCK

ATTEST:

\_\_\_\_\_  
Daniel M. Pope, Mayor

\_\_\_\_\_  
Rebecca Garza, City Secretary

**PURCHASE ORDER  
TERMS AND CONDITIONS  
IMPORTANT: READ CAREFULLY  
STANDARD TERMS AND CONDITIONS  
CITY OF LUBBOCK, TX**

**Seller and Buyer agree as follows:**

1. **SELLER TO PACKAGE GOODS.** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. **SHIPMENT UNDER RESERVATION PROHIBITED.** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. **TITLE AND RISK OF LOSS.** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. **NO REPLACEMENT OF DEFECTIVE TENDER.** Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. **INVOICES & PAYMENTS.** a. Seller shall submit separate invoices, in duplicate, one 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, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.

6. **GRATUITIES.** The Buyer may, by written notice to the Seller, cancel this contract without liability to Buyer if it is determined by Seller that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to 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 this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

7. **SPECIAL TOOLS & TEST EQUIPMENT.** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

8. **WARRANTY-PRICE a.** The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. **WARRANTY-PRODUCT.** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub-Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

10. **SAFETY WARRANTY.** Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.

11. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS.** As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer 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 Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller 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.

12. **NON APPROPRIATION.** 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.

13. **RIGHT OF INSPECTION.** Buyer shall have the right to inspect the goods at delivery before accepting them.

14. **CANCELLATION.** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in

lieu of any other remedies which Buyer may have in law or equity.

15. **TERMINATION.** The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 14, herein.

16. **FORCE MAJEURE.** Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

17. **ASSIGNMENT-DELEGATION.** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.

18. **WAIVER.** No claim or right arising out of a breach of this 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.

19. **INTERPRETATION-PAROLE EVIDENCE.** This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

20. **APPLICABLE LAW.** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

21. **RIGHT TO ASSURANCE.** Whenever one party to this 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 his 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.

22. **INDEMNIFICATION.** Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may in anywise result therefrom, 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 subSeller 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 therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.

23. **TIME.** It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

24. **MBE.** The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.

25. **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.

26. **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.

27. **HOUSE BILL 2015.** 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. (Texas Government Code Section 2155.001).

28. **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.

29. **HOUSE BILL 1295 DISCLOSURE OF INTERESTED PARTIES.** House Bill 1295, adopted by the 84th Legislature, created §2252.908, Texas Government Code Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: <http://www.ci.lubbock.tx.us/departmental-websites/departments/purchasing/vendor-information>

30. **CONTRACTOR ACKNOWLEDGES,** by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

31. By accepting this purchase order, the Vendor verifies that it does not Boycott Israel, and agrees that during the term of this Agreement (Contract as applicable) will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.



Kinloch  
Equipment & Supply, Inc.

*Kinloch Equipment & Supply*  
3320 Pasadena Blvd  
Pasadena, Tx 77503  
713-724-9223 Office  
713-473-7858 Fax  
800-231-6929 Toll Free

Quoted To/Bill To:		Ship To:			
<b>Customer:</b>	City of Lubbock	<b>Customer:</b>	City of Lubbock		
<b>Address:</b>	202 Municiple Drive	<b>Address:</b>	202 Municiple Drive		
<b>City:</b>	Lubbock	<b>City:</b>	Lubbock		
<b>State, Zip:</b>	TX	<b>State, Zip:</b>	TX		
<b>Attn:</b>	Billy Taylor	<b>Attn:</b>	Billy Taylor		
<b>Phone:</b>		<b>Phone:</b>			
<b>Fax:</b>		<b>Fax:</b>			
<b>Date:</b>	<b>Customer ID:</b>	<b>Customer PO#:</b>	<b>Delivered to Cust. By:</b>		
10/13/2017			Hired driver		
Qty.	Item#	Description	Cost	Unit Price	Extension
1		<b>TL-3 Grapple truck 1824 -</b>		\$ 69,107.64	\$ 69,107.64
	12.02	Tandem Pump in lieu of single 18GPM pump			\$ -
	0.TL-3	Model TL-3 Base Loader			\$ -
	03.11SAI	Heavy Duty Swing Motor			\$ -
	01.11MQC	Quad Stick Mech Control (upgrade)			\$ -
	10SB60	Standard Bucket 60"			\$ -
	BUWL	Boom Up warning Light and audible alarm			\$ -
	WL	Work Lights (2) 1 each side of the Boom			\$ -
	DWBH	Double Wire Braided Hoses			\$ -
	HG	Hose Guards - Head and Valve Bank			\$ -
	8.41 TB T	Tool Box, Truck Frame Mounted Under Body (add On)			\$ -
	LPBIO	Loader Single Color PI Orange			\$ -
	10.16HDF	Out Rigger Strobe			\$ -
	12.36 HD	HD Control Box ( Throttle, Engine Kill and Horn)			\$ -
	<del>1824-MHX</del>	<del>Model 1824-MHX Hardox body</del>			\$ -
	S-BD	Standrd Barn Doors For Body			\$ -
	PISWLCD	PI self Winding Load Covering Device			\$ -
	LED Flash	Amber LED Flashers in Rear Corner Post			\$ -
	WL-BW	Wire Loom for body Wiring			\$ -
	LED	15 LED Body Lights			\$ -
	ANSI	ANSI Z245 Package			\$ -
	11.02B	Body color Black			\$ -
					\$ -
					\$ -
		Cost to Hire a DRIVER from Lubbock to Lake Wales Fl and completed unit back to Lubbock, TX			\$ -
		Estimated Cost	\$8,250		
		Cost includes driver, fuel, food, Miles, hotel, and airfare.Es			\$ -
<b>Salesman:</b>	<b>Notes:</b>			<b>Subtotal:</b>	\$ 69,107.64
R Mehrhoff	<b>Delivered to Lubbock</b>			<b>Freight:</b>	\$ 8,250.00
	<b>NJPA Price through Petersen Industrie</b>			<b>Tax:</b>	
	NJPA Contract Number 041217-PII			<b>Total:</b>	\$77,357.64





**Regular City Council Meeting**

**6. 12.**

**Meeting Date:** 11/02/2017

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### **Information**

#### **Agenda Item**

**Resolution – Police:** Consider a resolution authorizing the Mayor to execute the Texas Anti-Gang Center-Lubbock (“TAG Center – Lubbock”) interlocal agreement by and between the City of Lubbock, Lubbock County, Texas, the State of Texas, and the United States of America,

#### **Item Summary**

The region surrounding and including Lubbock County, Texas has become a primary center for gangs and other organizations engaged in serious criminal activity. Multiple law enforcement agencies at the federal, state, and local level have responsibility for the investigation and prosecution of these criminal organizations. Cooperation among these different law enforcement agencies in addressing the threat posed by criminal organizations furthers the ability of these agencies to fulfill their mission, which, consequently, furthers the public good.

To enhance this cooperation, the agencies listed herein have agreed to establish the Texas Anti-Gang Center (“TAG CENTER”). The TAG CENTER – LUBBOCK will be a state-of-the-art facility in which representatives from multiple law enforcement agencies will collocate in order to more efficiently and effectively cooperate and collaborate on intelligence, and investigatory activities, related to combating the shared threat of criminal organizations operating in and affecting the region. Collocation of law enforcement agencies at the TAG Center – Lubbock will allow the agencies to coordinate their individual operation activities.

#### **Fiscal Impact**

None

#### **Staff/Board Recommending**

Gregory W. Stevens, Chief of Police

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### **Attachments**

TAG - Resolution

TAG Agreement

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## RESOLUTION

WHEREAS, the region surrounding and including Lubbock County, Texas has become a primary center for gangs and other organizations engaged in serious criminal activity;

WHEREAS, multiple law enforcement agencies at the federal, state, and local level have responsibility for the investigation and prosecution of these criminal organizations;

WHEREAS, cooperation among these different law enforcement agencies in addressing the threat posed by criminal organizations furthers the ability of these agencies to fulfill their mission, which, consequently, furthers the public good;

WHEREAS, to enhance this cooperation, the agencies listed herein have agreed to establish the Texas Anti-Gang Center ("TAG CENTER"), a state-of-the-art facility in which representatives from multiple law enforcement agencies will collocate in order to more efficiently and effectively cooperate and collaborate on intelligence, and investigatory activities related to combating the shared threat of criminal organizations operating in and affecting the region; and

WHEREAS, the mission of the TAG CENTER - LUBBOCK is to further the ability of law enforcement agencies to identify, deter, disrupt, and dismantle criminal organizations operating in or affecting Lubbock, Texas and the surrounding region;

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

THAT the City Council of the City of Lubbock hereby authorizes and directs the Mayor of the City of Lubbock to execute the **Texas Anti-Gang Center – Lubbock ("TAG Center – Lubbock") Agreement**, an interlocal agreement by and between:

**The City of Lubbock** (on behalf of the Lubbock Police Department and the Lubbock City Attorney's Office);

**Lubbock County, Texas**, (on behalf of the Lubbock County Sheriff and the Lubbock County Criminal District Attorney);

**The State of Texas** (on behalf of the Texas Department of Public Safety, Region 1("DPS")); and

**The United States of America** (on behalf of the U.S. Department of Justice, Drug Enforcement Administration, Dallas Division ("DEA"), and the U.S. Department of Homeland Security, U.S. Immigration and Customs Enforcement, Homeland Security Investigations, Dallas Field Office ("HSI")).

Said Agreement and any associated documents, are attached hereto and made a part of this Resolution for all intents and purposes.

Passed by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
DANIEL M. POPE, MAYOR

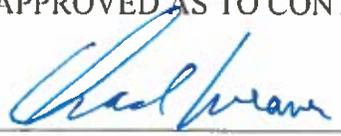
ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

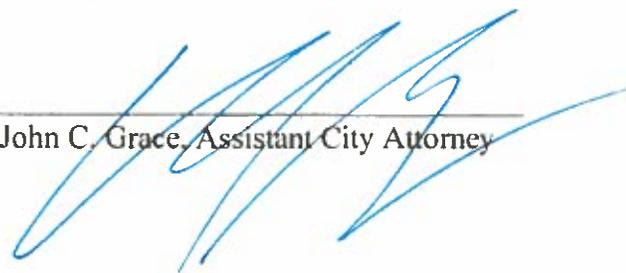
APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Gregory W. Stevens, Chief of Police

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Chad Weaver, City Attorney

APPROVED AS TO FORM:

  
\_\_\_\_\_  
John C. Grace, Assistant City Attorney

**LOCAL ADMINISTRATIVE AGREEMENT  
BETWEEN THE CONSTITUENT AGENCIES  
OF THE  
TEXAS ANTI-GANG CENTER LUBBOCK  
(TAG CENTER – LUBBOCK)**

I. Introduction

The region surrounding and including Lubbock County, Texas has become a primary center for gangs and other organizations engaged in serious criminal activity. Multiple law enforcement agencies at the federal, state, and local level have responsibility for the investigation and prosecution of these criminal organizations. Cooperation among these different law enforcement agencies in addressing the threat posed by criminal organizations furthers the ability of these agencies to fulfill their mission, which, consequently, furthers the public good. To enhance this cooperation, the agencies listed herein have agreed to establish the Texas Anti-Gang Center ("TAG CENTER"). The TAG CENTER - LUBBOCK will be a state-of-the-art facility in which representatives from multiple law enforcement agencies will collocate in order to more efficiently and effectively cooperate and collaborate on intelligence, and investigatory activities, related to combating the shared threat of criminal organizations operating in and affecting the region. Collocation of law enforcement agencies at the TAG Center - Lubbock will allow the agencies to coordinate their individual operation activities.

II. Purpose

- A. General Purpose. The purpose of this interlocal agreement ("Agreement") is to set forth the terms by which the agencies that are parties hereto agree to establish the TAG CENTER - LUBBOCK and to govern their shared use of the facility.
- B. Existing Provisions Continue. This Agreement is not intended as, and should not be construed as, altering or superseding any existing agreement, memorandum, policy, or legal authority concerning any of the parties to this Agreement.
- C. No Creation of Legal Rights. This Agreement is an accord among the parties hereto and is not intended as, and should not be construed as, creating or conferring on any person or entity any right or benefit, substantive or procedural, enforceable at law or equity, against any agency that has a physical presence at the TAG CENTER - LUBBOCK or that otherwise is interacting with such agencies, or the officers, directors, employees, representatives, agents, detailees, contractors, successors, or assigns thereof.
- D. No New Legal Entity. As described herein, the TAG CENTER - LUBBOCK is established as a common physical environment to facilitate the effective and efficient cooperation and collaboration between multiple law enforcement agencies with respect to a common subject matter. The TAG CENTER - LUBBOCK is a shared project of the individual agencies maintaining a physical presence there, subject to the terms of this Agreement, and is not a separate or distinct legal entity-whether agency, office,

component, corporation, or otherwise. This Agreement is not intended to, and shall not be construed to create any joint enterprise between or among the parties.

### III. Mission Statement

The mission of the TAG CENTER - LUBBOCK is to further the ability of law enforcement agencies to identify, deter, disrupt, and dismantle criminal organizations operating in or affecting Lubbock, Texas and the surrounding region by providing a common physical environment equipped with the most advanced technology in which multiple law enforcement agencies will be able to more efficiently and effectively cooperate and collaborate on intelligence, and investigatory activities related to combating this shared threat. Collocation of law enforcement agencies at the TAG Center - Lubbock will allow the agencies to coordinate their individual operation activities.

### IV. Structure

A. Included Agencies. Eligibility to establish a physical presence at the TAG CENTER - LUBBOCK and to participate in its administration is restricted to those agencies that are designated a "Constituent Organization" pursuant to the terms of this Agreement. The following agencies are hereby designated Constituent Organizations:

- (1) The City of Lubbock, Texas, by and through the Lubbock Police Department and the Office of the City Attorney;
- (2) Lubbock County, Texas, by and through the Lubbock County Sheriff's Office and the Lubbock County Criminal District Attorney's Office;
- (3) The State of Texas, by and through the Texas Department of Public Safety, Region 1("DPS"); and
- (4) The United States of America, by and through the U.S. Department of Justice, Drug Enforcement Administration, Dallas Division ("DEA"), and the U.S. Department of Homeland Security, U.S. Immigration and Customs Enforcement, Homeland Security Investigations, Dallas Field Office ("HSI");

B. Governance. The TAG Center - Lubbock shall be managed by the following board and working groups.

- (1) Executive Board. Ultimate governance of the TAG CENTER - LUBBOCK is vested in an Executive Board ("Board") comprised of a designated representative of each of the Constituent Organizations, each having an equal vote on all matters before the Board. The Board has authority to take any action with respect to the TAG CENTER - LUBBOCK that is not inconsistent with this Agreement, the authority of the Board member, and applicable law.

- (2) Informal Working Groups. To facilitate a productive and organized working environment, the Constituent Organizations may choose to form Informal Working Groups to discuss issues of common interest. Informal Working Groups do not require the approval of the Board to be formed, and shall not have management authority for purposes of this Agreement or the authority to make a binding decision on behalf of the TAG CENTER - LUBBOCK Board. Informal Working Groups may make recommendations to the Board, but any such recommendations will be considered only if the Informal Working Group included representatives from each of the Constituent Organizations.
  - (3) General Provisions. The Board shall meet at least once every quarter or as needed. Any Informal Working Groups shall meet at least once every one (1) month, or as needed. The minimum quorum for all meetings shall be three-fourths (3/4's) of all members of the Board or Informal Working Group, as applicable. The Board and Informal Working Groups shall strive in all cases to make any decisions through unanimous consensus, but may approve matters before it by a vote of three-fourths (3/4's) of the Constituent Agencies. An individual cannot vote by proxy through another agency, but may do so by designating a specific individual from their own agency to serve as a proxy for that member, so long as the designated proxy will have the same authority to act on behalf of the Constituent Organization as would the member.
- C. Administrator. Subject to availability of funding, the TAG CENTER - Lubbock shall have an Administrator. The Administrator shall be responsible for ensuring the day to day functions of the TAG CENTER - Lubbock, including overseeing facilities, equipment, and security. The Administrator shall also oversee all reporting in connection with any grant awards and shall perform any other duties assigned to it by the Executive Board. The Administrator shall not have any operational or command authority over any of the Constituent Organizations or any employee or contractor thereof. For purposes of payroll, benefits, insurance, and other compensation, the Administrator shall be an at-will employee of Lubbock County, Texas. The Executive Board shall select or approve the selection of the Administrator, provided the Administrator meets the usual requirements for employment by Lubbock County, Texas. The Executive Board shall also oversee the Administrator's performance.
- D. Agency Personnel. Each Constituent Organization shall be entitled to have employees or contractors from its respective staff working at the TAG CENTER - LUBBOCK in such numbers as are approved by the Board. Individuals working at the TAG CENTER - LUBBOCK remain as employees or contractors of the sending organization, and subject to the sending organization's exclusive control. Any Constituent Organization may include, among its allotment of personnel, individuals who are employees or contractors of another governmental entity that is not a Constituent Organization if such individuals are, pursuant to a separate agreement, detailed to the sending Constituent Organization, or subject to the control of the sending Constituent Organization, as part of a joint task force or multi-

agency operational unit. In such cases, the sending Constituent Organization shall be responsible for any such individuals to the same extent as personnel of the sending Constituent Organization that are working at the TAG CENTER - LUBBOCK.

#### V. Commitments of the Constituent Organizations

Each Constituent Organization commits to act with a general spirit of cooperation and collaboration with the other Constituent Organizations by:

- A. Identifying and pursuing opportunities to improve the sharing of information in its possession that is related to the mission of the Constituent Organizations;
- B. Identifying and pursuing opportunities to collaborate with other Constituent Organizations on the gathering, analysis, and reporting of intelligence related to criminal organizations operating in or affecting the region; and
- C. Identifying and pursuing opportunities to coordinate with other Constituent Organizations on the prioritization, planning, execution, and review of investigations and operational activities related to the mission of the other Constituent Agencies, with the goal of maximizing the disruption of activities that pose a danger to the public, ensuring the successful prosecution of those committing criminal offenses, and increasing intelligence on criminal organizations operating in or affecting the region.

#### VI. Activities

Notwithstanding any coordination or cooperation that may occur between the Constituent Organizations, any activity that is conducted by any of the Constituent Organizations, including any individuals working at the TAG CENTER - LUBBOCK, is performed exclusively pursuant to the respective Constituent Organization's independent authorities (including any separate agreements for creation of joint task forces or similar multi-agency operational units). This Agreement does not transfer or bestow any legal authorities to any individual or entity, provide for the deputizing of any individual or entity, or establish any unified or shared chain-of-command. Nothing in this Agreement authorizes any Constituent Organization, or any group of Constituent Organizations, to require any other Constituent Organization to undertake any operational, investigatory, or intelligence-related activity. Nothing in this Agreement, however, should be construed as precluding any Constituent Organization from creating task forces or similar multi-agency operational units through separate agreement.

#### VII. Information Management

- A. Further Dissemination of Information. Unless otherwise provided for by law or separate agreement, any information shared at the TAG Center - Lubbock or by or among any Constituent Organization may not be further disseminated without the express consent of the Constituent Organization from which the information originated.

- B. Information Requests. Each Constituent Organization remains individually responsible for processing any external requests for information that is directed to it, whether such request is pursuant to state open records or federal freedom of information laws, discovery in the context of legal proceedings, or otherwise. To the extent such requests encompass information that originated from another Constituent Organization, the Constituent Organization processing that request shall consult with the Constituent Organization from which the information originated prior to releasing the information. The Administrator shall be notified of all information requests that are received by any Constituent Organization and which concern activities being conducted or coordinated at the TAG Center - Lubbock, so that the other Constituent Agencies may be made aware of the dissemination of the information. This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Tex. Gov't. Code Ann. Chapter 552 et seq., as amended (the "Texas Public Information Act") the same shall be of no force and effect.
- C. Media Communications. The Board may designate one of the Constituent Organizations or a specific individual to serve as the primary media point-of- contact for the TAG CENTER - LUBBOCK such designations may be made on a case-by-case basis to correspond with specific activities. Any statements or releases of information to the media or responses to media inquiries on behalf of the TAG CENTER - LUBBOCK shall be made exclusively by the Board's designated point-of- contact, or, if none, by the Lubbock County Sheriff's Office. Each Constituent Organization, however, independently may make a statement or release of information to the media or respond to media inquiries with respect to any activities of the respective organization that relate to the TAG CENTER - LUBBOCK. In reporting on the activities of the Constituent Agencies, care should be taken not to suggest that the TAG Center - Lubbock is either a law enforcement agency or a governmental entity.

#### VIII. Facilities, Equipment, and Supplies

- A. Use and Control. The Board may specify terms or conditions regarding the use and disposition of any facilities, equipment, or supplies that are provided for common use by the Constituent Organizations at the TAG CENTER - LUBBOCK, subject, however, to any existing legal rights regarding the ownership or control of any such facilities, equipment, or supplies. Nothing in this Agreement authorizes any Constituent Organization to exercise any control over the property of another Constituent Organization without consent merely because such property is located at the TAG CENTER - LUBBOCK.
- B. Security of the TAG Center - Lubbock Facility. Due to the sensitive law enforcement work that is to be performed at the TAG CENTER - LUBBOCK, dissemination by the Constituent Organizations (including any employee or contractor thereof) of details regarding the activities being conducted or coordinated at the TAG CENTER - LUBBOCK that could compromise the security of law enforcement personnel or law enforcement activity, including dissemination of the TAG CENTER - LUBBOCK's location, security features, and technological capabilities, should be limited to those individuals with a mission-related

need to know. No Constituent Organization may allow the physical presence of any arrestees, suspects, informants, witnesses, or victims at the TAG CENTER - LUBBOCK.

IX. Funding

- A. TAG CENTER - LUBBOCK. Initial funding for the TAG CENTER - LUBBOCK is to be provided by grant funds awarded to the Lubbock County Sheriff's Office. Except as otherwise provided in this Agreement, no Constituent Organization is obligated to provide funding in support of the TAG CENTER - LUBBOCK.
- B. Personnel, Activities, and Basic Equipment. Individuals working at the TAG CENTER - LUBBOCK remain as employees or contractors of the sending organization, and, as such, the sending organization retains full responsibility for providing any compensation and benefits owed to its personnel for work performed at the TAG CENTER - LUBBOCK. Each Constituent Organization shall bear its own costs in performing any activity at the TAG CENTER - LUBBOCK, and will not seek reimbursement from any other Constituent Organization. Each Constituent Organization remains responsible for providing at its own cost any basic equipment or supplies to its personnel working at the TAG CENTER - LUBBOCK that are necessary for those individuals to perform their duties, to the extent such equipment or supplies are not otherwise provided.
- C. Enhanced Security or Specialized Equipment To the extent any Constituent Organization requires its allotted physical space at the TAG CENTER - LUBBOCK to be enhanced with additional security features or requires any specialized equipment or supplies beyond that which is provided to all Constituent Organizations, such enhancements or additional materials shall be provided at the sole cost of the organization requiring it.
- D. It is the intent of the Constituent Agencies to this Agreement that all funding for the TAG Center - Lubbock shall be derived from grant funding and not by general appropriations from the governing bodies of the Constituent Agencies. Nevertheless, each Constituent Organization paying for the performance of governmental functions or services must make those payments from current revenues available to that paying Constituent Organization. The Constituent Organizations understand and acknowledge that the funding of this Agreement is contained in each Constituent Organization's annual budget and is subject to the approval of each Constituent Organization in each fiscal year during the term of this Agreement. The Constituent Organizations further agree that should the governing body of any of the Constituent Organizations fail to approve a budget which includes sufficient funds for the continuance of this Agreement, or should the governing body of any of the Constituent Organizations fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall terminate as to that Constituent Organization and the Constituent Organization shall then have no further obligation to the any of the other Constituent Organizations. When the funds budgeted or certified during any fiscal year by a Constituent Organization to discharge its obligations under this Agreement are expended, any other Constituent Organization's sole and exclusive remedy shall be to terminate this Agreement.

X. Liability and Indemnification

Each Constituent Organization is responsible for its own actions, including that of its personnel that are performed at the TAG CENTER - LUBBOCK. Any liability arising from the actions of a Constituent Organization shall be borne solely by the organization that performed the action creating the liability. Nothing in this Agreement is intended create any personal liability on the part of any employee, officer or agent of any public body that may be a party to this Agreement. The Constituent Organizations who are parties to this Agreement who are also political subdivisions of the State of Texas expressly acknowledge that their authority to indemnify and/or hold harmless any other entity is governed by Article XI, Section 7 of the Texas Constitution and any provision which purports to require indemnification by any Constituent Organization which is a political subdivision of the State of Texas is invalid.

XI. Lead Organization

Any actions that must be performed on behalf of the TAG CENTER - LUBBOCK and that are not clearly the responsibility of any individual Constituent Organization and cannot be performed by the Administrator shall be, unless otherwise provided by the Board, the responsibility of the Lubbock County Sheriff's Office as the initial grant recipient.

XII. Effective Date

This Agreement shall take effect upon execution by each of the Constituent Organizations. This Agreement may be executed in multiple counterparts and by facsimile transmission.

XIII. Amendments and Termination

Any amendments to this Agreement must be in writing and signed by all Constituent Organizations. This Agreement shall renew automatically for two successive years after the initial year (a total of three years) unless terminated earlier in writing signed by all Constituent Organizations or upon dissolution of the TAG CENTER - LUBBOCK as provided herein. Termination of this Agreement by Lubbock County, Texas shall be in conformity with the provisions of any grants made by the State of Texas to Lubbock County, Texas. If this Agreement is terminated by Lubbock County, Texas, then Lubbock County, Texas agrees to cooperate with and assist the remaining Constituent Agencies if they desire to have any grants reassigned to one or more of them so that TAG CENTER - LUBBOCK can continue to operate.

XIV. Addition to and Withdrawal from the TAG CENTER - LUBBOCK

- A. Additions. Additional agencies may be invited to become a Constituent Organization of the TAG CENTER - LUBBOCK. Any additions to the list of Constituent Organizations provided herein may occur by a written addendum to this Agreement signed by all existing Constituent Organizations and the joining organization, rather

than through amendment to this Agreement. In the event any additional agencies agree to become a Constituent Organization of the TAG CENTER - LUBBOCK, the joining organization shall be considered a Constituent Organization for purposes of this Agreement, any reference to "Constituent Organizations" in this Agreement shall be construed as including the joining organization, and any policies or procedures previously adopted and applicable to all Constituent Organizations shall be equally applicable to the joining organization.

- B. Withdrawal. Any of the Constituent Organizations may withdraw from the TAG CENTER - LUBBOCK upon thirty (30) days written notice to the Board. Upon the effective date of the withdrawal, the withdrawing organization shall no longer be considered a Constituent Organization for purposes of this Agreement, and any reference to "Constituent Organizations" in this Agreement shall be construed as not including the withdrawn organization. Any withdrawing organization also shall return or surrender to the Board any equipment or supplies paid for with TAG Center - Lubbock-specific grant funding upon the effective date of the withdrawal.

#### XV. Duration of the TAG CENTER - LUBBOCK

The TAG CENTER - LUBBOCK shall continue in effect until dissolved by any of the following actions:

- A. Written agreement signed by all Constituent Organizations;
- B. Operation of law; or
- C. The passage of three (3) years following the effective date of this Agreement, unless the Constituent Organizations extend the duration of the TAG CENTER - LUBBOCK, which may occur by a written addendum to this Agreement approved by all Constituent Organizations then existing.

#### XVI. Seized or Forfeited Property

All forfeited property seized by a Constituent Organization shall be administered by the attorney representing the state (e.g., the Lubbock County Criminal District Attorney), acting as the agent of the state, in accordance with accepted accounting practices and with the provisions of the local agreement entered into between the attorney representing the state and the Constituent Organization who seized the property, pursuant to art. 59.06 of the Texas Code of Criminal Procedure. Nothing in this Agreement authorizes property to be seized by or forfeited to the TAG CENTER – LUBBOCK or alters the terms of the local agreement(s) entered into pursuant to art. 59.06 between a Constituent Organization and the attorney representing the state.

EXECUTED IN MULTIPLE DUPLICATE COUNTERPARTS  
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**FOR LUBBOCK COUNTY, TEXAS:**

BY: \_\_\_\_\_  
THOMAS V. HEAD,  
COUNTY JUDGE

ATTEST:

BY: \_\_\_\_\_  
KELLY PINION,  
COUNTY CLERK

APPROVED AS TO CONTENT:

BY: \_\_\_\_\_  
KELLEY ROWE,  
SHERIFF

APPROVED AS TO CONTENT:

BY: \_\_\_\_\_  
MATTHEW D. POWELL,  
CRIMINAL DISTRICT ATTORNEY

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
NEAL BURT,  
ASSISTANT CRIMINAL DISTRICT  
ATTORNEY, CIVIL DIVISION

**FOR THE CITY OF LUBBOCK, TEXAS:**

BY: \_\_\_\_\_  
DANIEL M. POPE,  
MAYOR

ATTEST:

BY: \_\_\_\_\_  
REBECCA GARZA,  
CITY SECRETARY

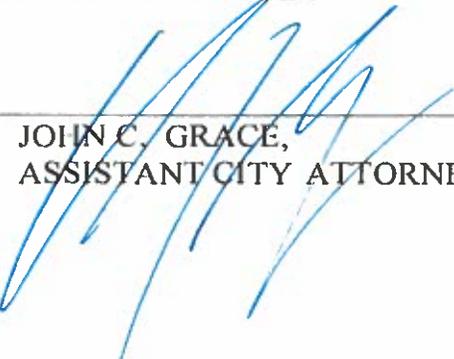
APPROVED AS TO CONTENT:

BY:   
GREGORY W. STEVENS,  
CHIEF OF POLICE

APPROVED AS TO CONTENT:

BY:   
CHAD WEAVER,  
CITY ATTORNEY

APPROVED AS TO FORM:

BY:   
JOHN C. GRACE,  
ASSISTANT CITY ATTORNEY

**FOR THE STATE OF TEXAS,  
(ON BEHALF OF TEXAS  
DEPARTMENT OF PUBLIC SAFETY,  
REGION 1):**

BY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO CONTENT:

BY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE UNITED STATES OF AMERICA,  
(ON BEHALF OF THE U.S. DEPARTMENT  
OF JUSTICE, DRUG ENFORCEMENT  
ADMINISTRATION, DALLAS DIVISION;  
AND THE U.S. DEPARTMENT OF  
HOMELAND SECURITY, U.S.  
IMMIGRATION AND CUSTOMS  
ENFORCEMENT, HOMELAND SECURITY  
INVESTIGATIONS, DALLAS FIELD  
OFFICE):**

BY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO CONTENT:

BY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Regular City Council Meeting**

**6. 13.**

**Meeting Date:** 11/02/2017

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### **Information**

#### **Agenda Item**

**Resolution – Economic Development:** Consider a resolution to approve a program or expenditure of the Lubbock Economic Development Alliance to be provided to Hoverstate, Inc. pursuant to Section 501.073 of the Texas Local Government Code.

#### **Item Summary**

Hoverstate, is a software development and delivery firm with offices in Los Angeles and Italy, and they have selected Lubbock as their third location. They are locating in the former Federal Building in Downtown Lubbock, and are finalizing their lease agreement as construction on their space is underway. They plan to be in the office and operational by early November. Hoverstate anticipates hiring 10 initial employees and will increase to 50 new full-time with average salaries of \$60,000 annually and will be making a capital investment of \$20,000. Lubbock Economic Development Alliance Board of Directors has voted to incent Hoverstate a three-year Downtown Real Estate Grant of \$105,000, a workforce recruitment grant of \$80,000, and job creation incentives of \$2,500 up to 50 jobs, payable over a five-year period as the jobs are created. LEDA will provide an Employee Training Grant of \$5,000 per employee once the company has presented to LEDA a Certificate of Completion of the designated training curriculum Recipients, up to a maximum of \$150,000.

#### **Fiscal Impact**

The maximum amount of the grants/incentives available to Hoverstate from LEDA is \$460,000.

#### **Staff/Board Recommending**

John Osborne, Market Lubbock, Inc.

Jorge Quirino, Market Lubbock, Inc.

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### **Attachments**

LEDA - Hoverstate Resolution

LEDA - Hoverstate Presentation and Board Resolution

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**RESOLUTION**

**WHEREAS**, pursuant to Section 501.073 of the Texas Local Government Code the City of Lubbock, as the corporation's authorizing unit, has the authority to approve all programs and expenditures of the Lubbock Economic Development Alliance (LEDA); and

**WHEREAS**, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by LEDA, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

**THAT** the program or expenditure of the Lubbock Economic Development Alliance, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to Hoverstate, Inc., is hereby approved pursuant to Section 501.073 of the Texas Local Government Code.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
**DANIEL M. POPE, MAYOR**

**ATTEST:**

\_\_\_\_\_  
Rebecca Garza, City Secretary

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
W. Jarrett Atkinson, City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Justin Pruitt, Assistant City Attorney

**LEDA Project  
Presented to City Council  
November 2, 2017**

**Project Bliss**

Project Bliss, Hoverstate, is a software development and delivery firm with offices in Los Angeles and Italy. They have selected Lubbock as their third location. They have decided to locate in the former Federal Building, downtown Lubbock and finalizing their lease agreement and construction on their space is undergoing. They plan to be in the office and operational by early November. Hoverstate anticipates hiring 10 initial employees and will increase to 50 new full-time with average salaries of \$60,000 annually and will be making a capital investment of \$20,000. Lubbock Economic Development Alliance Board of Directors has voted to incent Hoverstate a three-year Downtown Real Estate Grant of \$105,000, a workforce recruitment grant of \$80,000 and job creation incentives of \$2,500 up to 50 jobs, payable over a five-year period as the jobs are created. LEDA will provide an Employee Training Grant of \$5,000 per employee once the company has presented to LEDA a Certificate of Completion of the designated training curriculum Recipient selects, up to a maximum of \$150,000.

The Project's operations will support employment and other economic impacts in the community. The 50.0 workers directly employed by the Project will earn approximately \$66,000 per year on average over the next 10 years. This direct activity will support 59.5 indirect and induced workers in the community earning \$27,000 on average over the next 10 years. The total additional payroll or workers' earnings associated with the Project is estimated to be approximately \$43.6 million over the next 10 years. Accounting for various taxable sales and purchases, including activity associated with the Project, worker spending, and visitors' spending in the community, the Project is estimated to support approximately \$8.9 million in taxable sales over the next 10 years.\*

This employment creates an additional 59.5 indirect (suppliers/support operations) and induced jobs (retail/entertainment/hospitality) for a total of approximately 110 jobs.

- The present value of net benefits\*\* to the City of Lubbock over 10 years (fiscal) is \$87,345.
- The present value of net benefits to all taxing districts over 10 years (fiscal) is \$136,033.

\*Earnings impact includes all salaries/wages, benefits, and other compensation to employees. Value added impact (change in Lubbock County's Gross Regional Product) includes earnings, taxes, and profits that the company has added to its inputs and is equivalent to revenue less outside purchases (of materials and services). This represents the wealth created and is also called value-added output, or productivity.

\*\*The Present Value of Net Benefits is a way of expressing in today's dollars, dollars to be paid or received in the future. Today's dollar and a dollar to be received or paid at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate.

**This analysis was conducted using Total Impact™, a model by Impact Data Source. The analysis was performed using company data, rates and information provided to Lubbock Economic Development Alliance. In addition, the model uses certain estimates and assumptions common for this type of analysis and based on data collected for Lubbock County. Using this data, the impact from the facility and the costs and benefits for relevant taxing districts were calculated using multipliers provided by Economic Modeling Specialists Inc.**

RE 17-22

**RESOLUTION APPROVING HOVERSTATE PROJECT**

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC., a Texas nonprofit corporation (LEDA), on Wednesday, September 27, 2017, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, LEDA presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Hoverstate. The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant Hoverstate a Downtown Real Estate Grant of \$105,000, a workforce recruitment grant of \$80,000, and job creation incentives of \$2,500 up to 50 jobs payable over a five-year period as the jobs are created with average salaries of \$60,000 with a capital investment of \$20,000. LEDA will provide an Employee Training Grant of \$5,000 per employee once the company has presented to LEDA a Certificate of Completion of the designated training curriculum Recipient selects, up to a maximum of \$150,000.

WHEREAS, The Board of Directors of LEDA finds that an Economic Development Grant and Contract offering the incentives for job creation described above meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Mr. Barry Orr, and Seconded by director, Ms. SuzAnn Kirby, it was approved,

IT WAS RESOLVED that LEDA offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Hoverstate. This Economic Development Grant and Contract will be on the normal terms and conditions of such Economic Development Grant and Contract offered by LEDA to existing businesses and business prospects and authorize the CEO to enter into and negotiate Performance Agreement.

  
JOHN OSBORNE, PRESIDENT & CEO

  
LINDA DAVIS, SECRETARY



## Regular City Council Meeting

7. 1.

Meeting Date: 11/02/2017

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### Information

#### Agenda Item

**Ordinance 2nd Reading – Planning:** Consider Ordinance No. 2017-O0135, for Zone Case 1760-C, a request of Benny Nixon for a zoning change from C-3 to C-4 limited to a used car dealership and all unconditionally permitted C-3 uses on Tract B, Alliance Acres Addition, 5801 34th Street.

#### Item Summary

On October 26, 2017, the City Council approved the first reading of the ordinance.

#### General comments:

The request by Benny Nixon is for a zoning change from C-3 to C-4 limited to a used car dealership and all unconditionally permitted C-3 uses, on Tract B, Alliance Acres Addition, 5801 34th Street. Zone Case 1760-B, approved in October 1977, deleted all the conditions placed on 1760-A which left the zoning C-3. The first time we see “used car dealership” in our Zoning Code is C-4.

#### Adjacent land uses:

North - 7-Eleven Gas Station, zoned C-3

South - Vacant land, zoned C-3

East - Convenience store, zoned C-2 (Local Retail)

West - Parkway Car Wash, zoned C-3

#### Comprehensive Land Use Plan (CLUP):

The CLUP has this area zoned as commercial and it is staying commercial, therefore the request is consistent with the CLUP.

**Zoning Policy:** The request is not consistent with zoning policies as this property has frontage on two major thoroughfares rather than a federal highway. C-4 zoning is considered heavy commercial and should be seen fronting a federal highway and not a thoroughfare.

#### Effect on the adjacent street and thoroughfare system:

A used car dealership can increase traffic along a major thoroughfare. This property has 4 curb cuts, two of which are less than 25’ away from the stop light at 34th Street and Frankford Avenue.

#### Recommendations:

Staff recommends the request for approval, and on October 5, 2017, 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 - 1760-C

Map - Zone Case 1760-C

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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. 1760-C**; A ZONING CHANGE FROM C-3 TO C-4 ZONING DISTRICT **LIMITED TO A USED CAR DEALERSHIP AND ALL UNCONDITIONALLY PERMITTED C-3 USES, ON TRACT B, ALLIANCE ACRES 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. 1760-C**

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 to C-4 zoning district **limited to a used car dealership and all unconditionally permitted C-3 uses on Tract B, Alliance Acres Addition, City of Lubbock, Lubbock County, Texas, located at 5801 34<sup>th</sup> Street.**

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

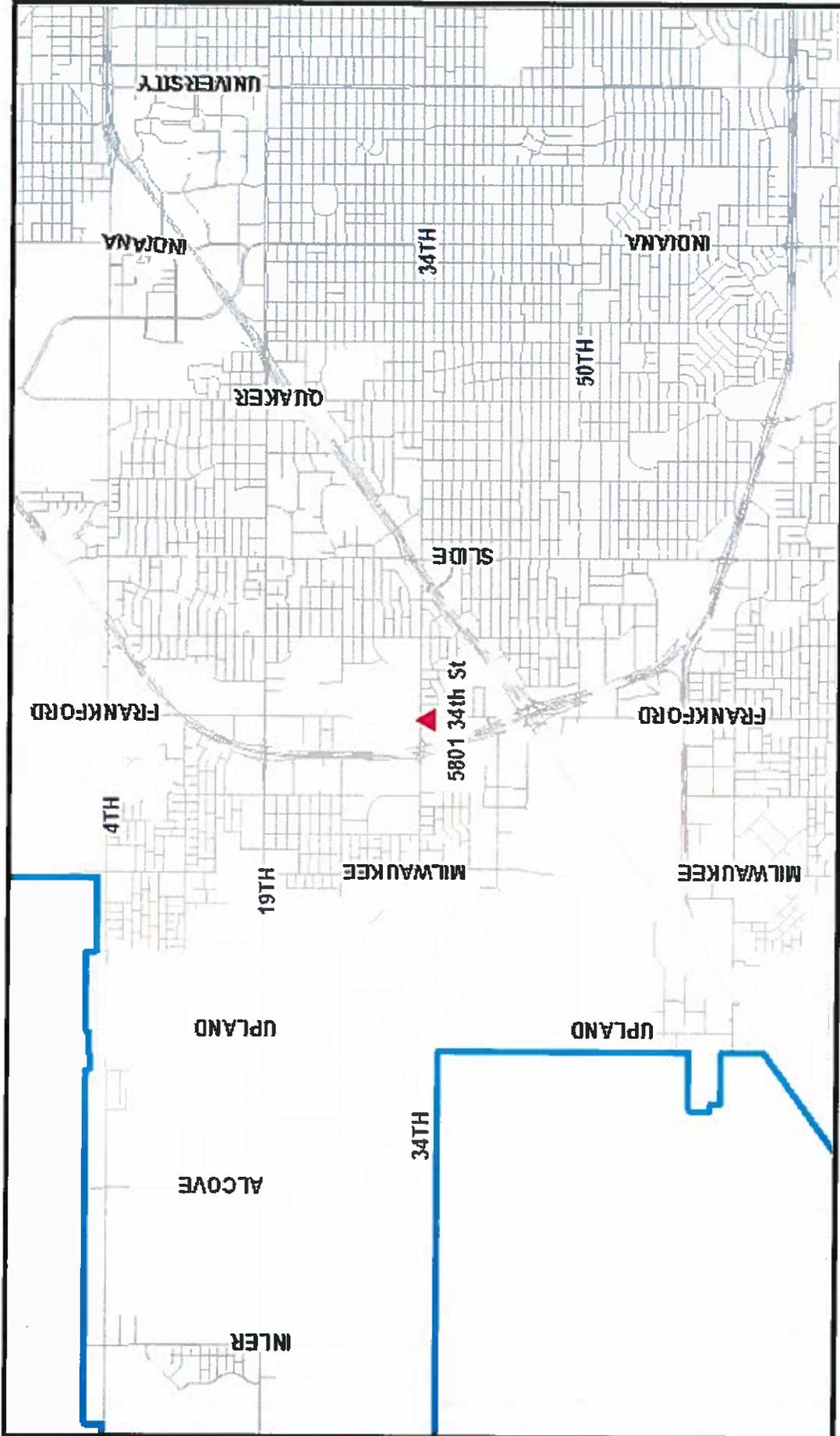
APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Bill Howerton, Assistant City Manager

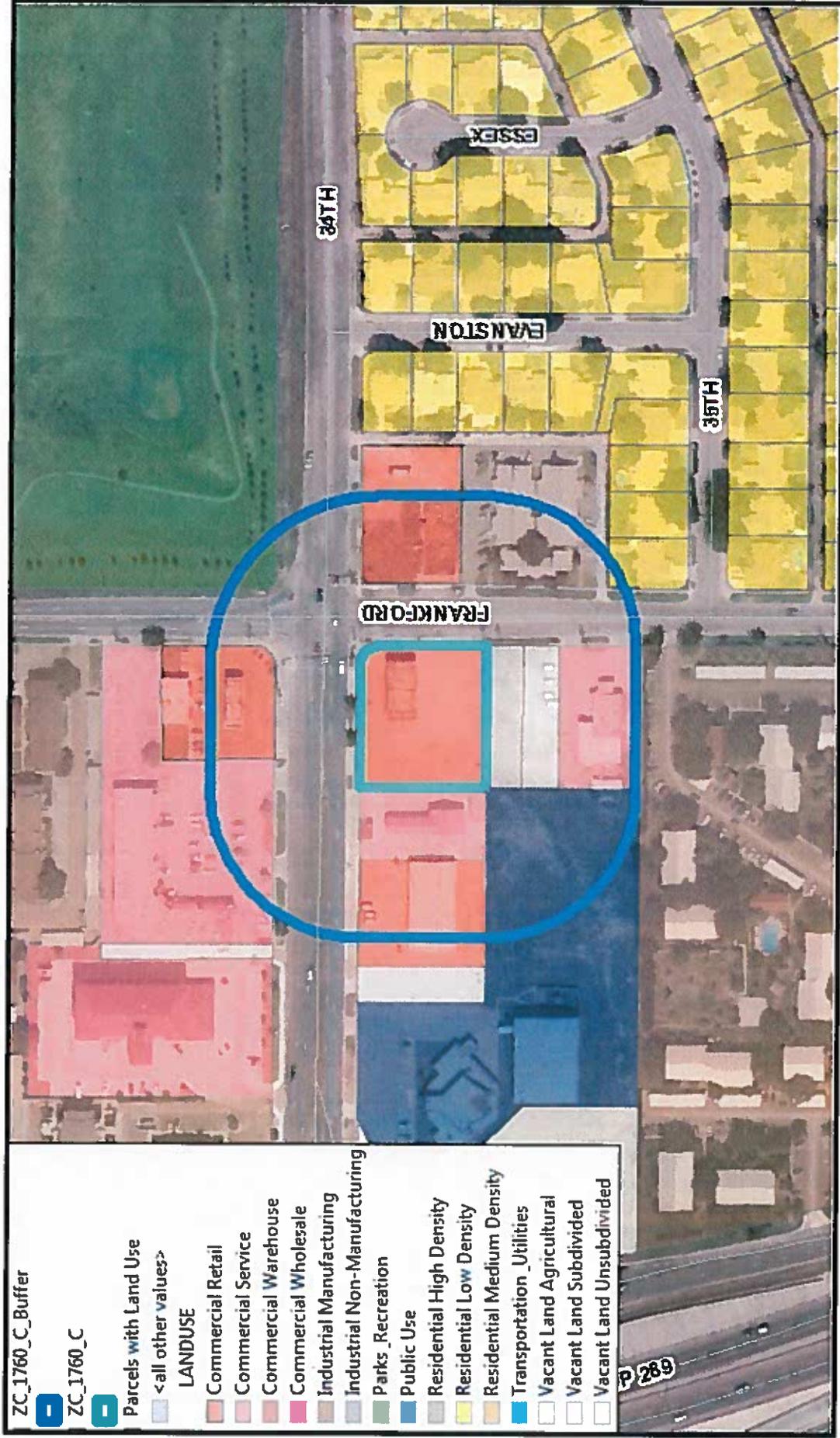
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC1760-C  
October 5, 2017

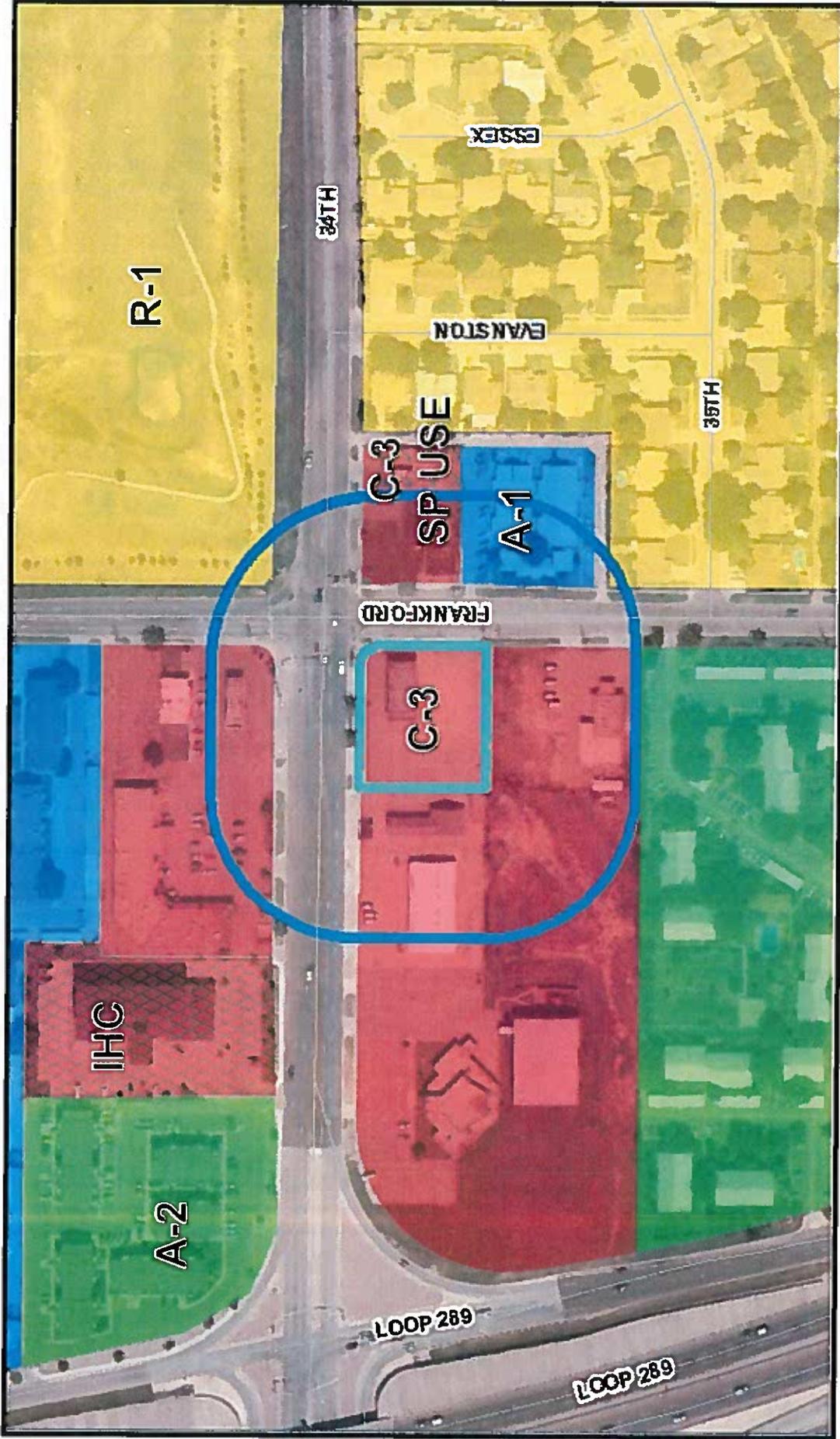


# P.Z.C. Case 1760-C



## P.Z.C. Case 1760-C

**Request of Benny Nixon for a zoning change from C-3 to C-4 limited to a used car dealership and all unconditionally permitted C-3 uses, 5801 34th Street**



## P.Z.C. Case 1760-C Zoning



APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Benny Nixon
5214-68th St.
Lubbock Tx 79424
(806) 798-8000

For
Street/Post Office Box
City State Zip
Telephone

Location or Address: 5801-34th
Legal Description:\* Alliance Acres Tract B
Existing Land Use: Commercial Existing Zoning: C-3
Acreage or Square Footage of Property: 36,000 sq. Ft.
Zoning Requested: C-4 limited to Used Car Lot and all permitted C-3 uses
Proposed Development: Commercial

If property is not subdivided, will preliminary plat be submitted? Yes No

Applicant's Signature

Date

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

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

For City Use Only PIN: 3397 map 27

Zone Case No.: 1760-C Agenda No.:
Request for zoning change from: C-3 To: C-4 limited to a used car dealership and all unconditionally permitted C-3 uses

on Lot(s): tract B Block(s):
Subdivision: alliance Acres Address: 5801 34th St

KC

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

9

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.: 1760-C

In Favor of

Opposed

Reasons and/or Comments:

Print Name Amit  
Signature: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address of Property Owned: \_\_\_\_\_

10 of 12

Zone Case Number: 1760-C  
SHAH AMIT & BHAVNA  
5761 34TH ST

65190

RECEIVED  
OCT 05 2017

BY: \_\_\_\_\_

LUBBOCK

TX 79407



**Regular City Council Meeting**

**7. 2.**

**Meeting Date:** 11/02/2017

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**Information**

**Agenda Item**

**Ordinance 2nd Reading – Planning:** Consider Ordinance No. 2017-O0136, for Zone Case 1968-G, a request of Condray Design Group, for South Plains Surgery Center, for a zoning change from GO to AM on Tract G-1-B-1, Rushland Park Addition, 4412 6th Street.

**Item Summary**

On October 26, 2017, the City Council approved the first reading of the ordinance.

General comments: This request is for zoning for an Ambulatory Surgical Center.

Adjacent land uses:

North - Commercial Rosa’s Restaurant and Pinkies Package Store, zoned C-3

South - Garden Office and Professional Offices, zoned GO

East - Professional Medical Office Neurosurgery, zoned GO

West - Office Building, zoned GO

Comprehensive Land Use Plan (CLUP):

The request is consistent with the comprehensive plan, since the area is currently zoned Garden office, which is a buffer district, and they are requesting AM for a base zoning for an Ambulatory Surgical Center.

Zoning Policy:

Apartment-Medical acts as a buffer from the hard commercial corner to the north. The property is already zoned GO, very similar in intensity to Apartment-Medical.

Effect on the adjacent street and thoroughfare system:

There should not be a negative effect on the thoroughfare system since the property fronts a street which then has access to 4th street and Quaker Avenue.

Recommendations:

Staff recommends approval, and on October 5, 2017, 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 - 1968-G  
Map - Zone Case 1968-G

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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. 1968-G**; A ZONING CHANGE FROM **GO** TO **AM** ZONING DISTRICT ON **TRACT G-1-B-1, RUSHLAND PARK 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, 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. 1968-G**

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **GO** to **AM** zoning district on **Tract G-1-B-1, Rushland Park Addition, City of Lubbock, Lubbock County, Texas, located at 4412 6<sup>th</sup> Street.**

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

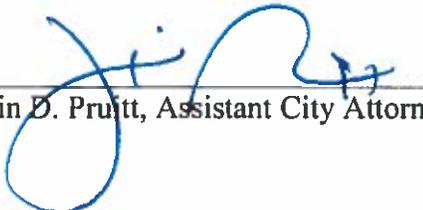
ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

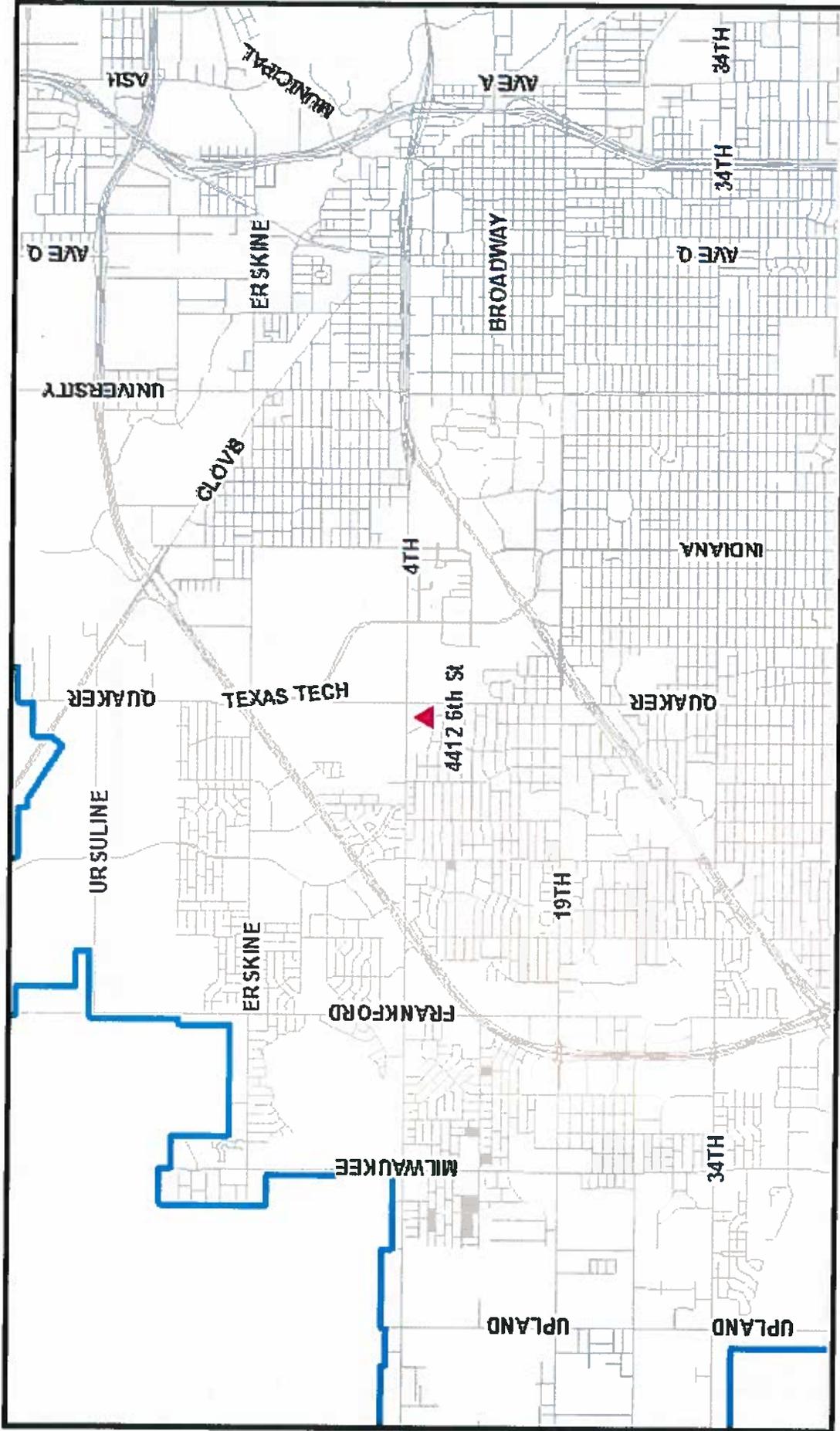
APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Justin D. Pruitt, Assistant City Attorney

vw/cityatt/Justin/ZoneCase/ZC1968-G  
October 5, 2017

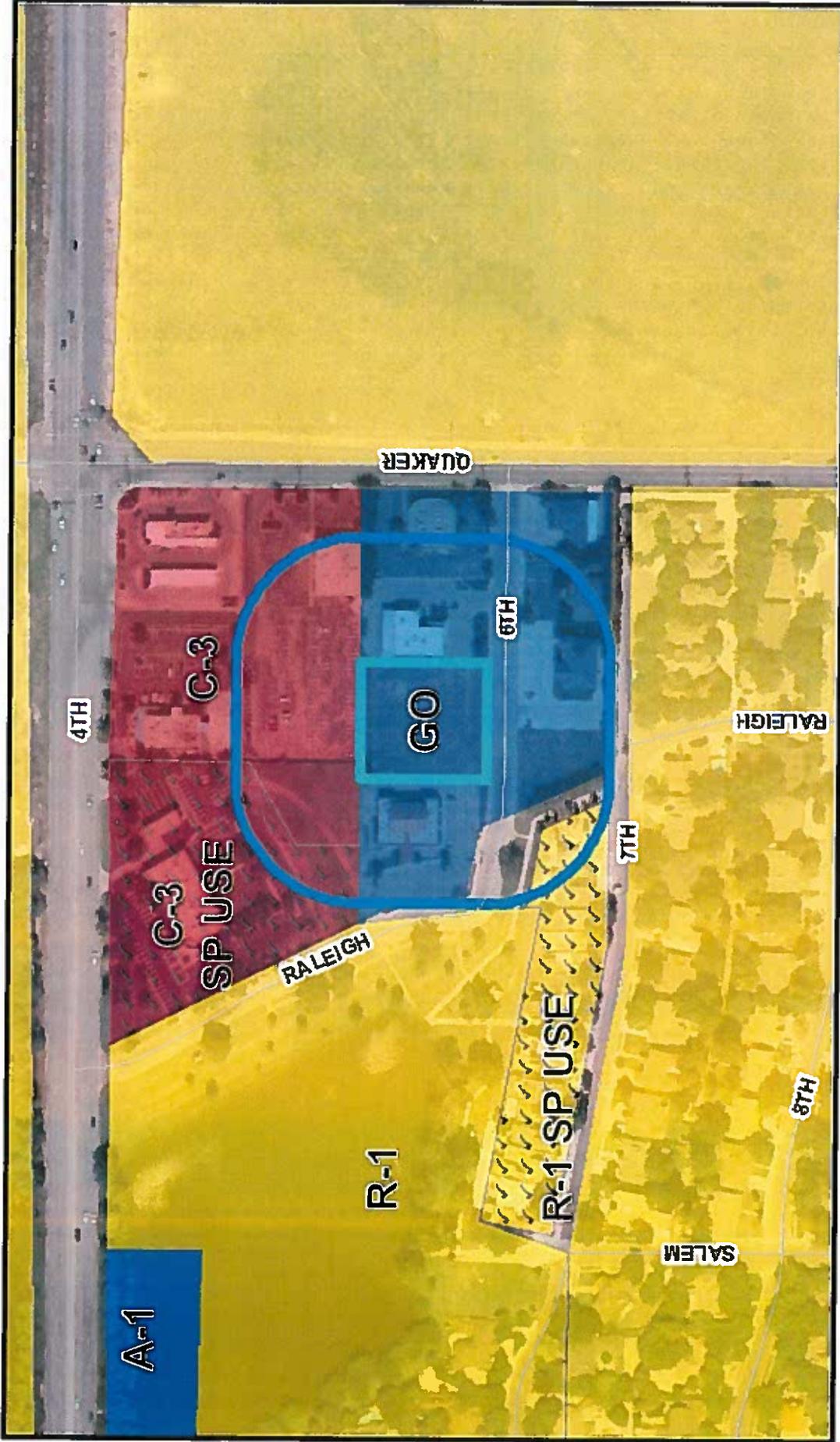


# P.Z.C. Case 1968-G

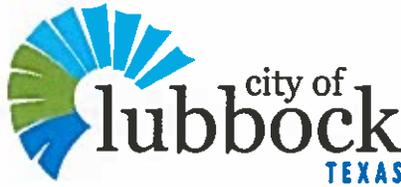


## P.Z.C. Case 1968-G

Request of Condray Design Group (for South Plains Surgery Center) for a zoning change from GO to AM, 4412 6th Street



## P.Z.C. Case 1968-G Zoning



APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Grant Koertner, Condray Design Group
3708 Upland Ave.
Street/Post Office Box
Lubbock TX 79407
City State Zip
(806) 748-6190
Telephone

For South Plains Surgery Center
4417 71st Street, Suite 42
Street/Post Office Box
Lubbock TX 79424
City State Zip
(806) 799-2991
Telephone

Location or Address: 4412 6th Street
Legal Description:\* Tract G-1-B-1, a replat of Tract G-1-B, Rushland Park Addition
Existing Land Use: Vacant Lot Existing Zoning: GO
Acreage or Square Footage of Property: 41,193 s.f.
Zoning Requested: AM - Apartment Medical

Proposed Development: Ambulatory Surgical Center

If property is not subdivided, will preliminary plat be submitted? Yes No
Applicant's Signature Date 09/11/2017

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

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

For City Use Only PIN: 56321 map 8

Zone Case No.: 1968-G Agenda No.:
Request for zoning change from: GO To: AM

on Lot(s): Tract G-1-B-1 Block(s):
Subdivision: Rushland Park Address: 4412 6th St

Handwritten initials



**Regular City Council Meeting**

**7. 3.**

**Meeting Date:** 11/02/2017

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**Information**

**Agenda Item**

**Ordinance 2nd Reading – Planning:** Consider Ordinance No. 2017-O0137, for Zone Case 2622-C, a request of Vicki Sawyer, for Jimmy Owens, for a zoning change from C-2 Specific Use to C-2 Specific Use for a veterinary clinic, C-2 limited to a beauty salon, and GO on Lot 265 and the west 50’ of Lot 266, Gatewood Addition, 2734 and 2736 82nd Street.

**Item Summary**

On October 26, 2017, the City Council approved the first reading of the ordinance.

**General comments:**

This request of Vicki Sawyer for Jimmy Owens, is for a zoning change from C-2 Specific Use for a veterinary clinic to C-2 Specific Use for a veterinary clinic and limited to a beauty salon and offices, on Lot 265 and the west 50’ of Lot 266, Gatewood Addition, 2734 and 2736 82nd Street. The Planning and Zoning Commission approved Zone Case 2622-B in July 2013, which changed the zoning from C-2 Specific Use for a veterinary clinic to C-2 Specific Use, for a veterinary clinic and all other Garden Office uses. The proponent wants to keep the current zoning as C-2 Specific Use limited to a veterinary clinic and all Garden Offices uses, but add a beauty salon to the allowed uses.

**Adjacent land uses:**

North - Vacant land, zoned GO

South - Vacant land, zoned C-2

East - Freese & Nichols, Inc., zoned GO

West - Farmers Insurance, zoned GO

**Comprehensive Land Use Plan (CLUP):**

The CLUP has this area designated as commercial and it is staying commercial therefore the request is consistent with the CLUP.

**Zoning Policy:**

The request is not changing the zoning and thus consistent with zoning policies.

**Effect on the adjacent street and thoroughfare system:**

There should be little to no impact on the thoroughfare system due to the fact that the zoning is remaining commercial and the curb cut is already built.

**Recommendations:**

Staff explained to the Planning and Zoning Commission that an application for a special exception would

need to be submitted to the Zoning Board of Adjustment to allow the permanent makeup/tattoo use that the proponent requested by letter, to be added to the original request.

Staff recommends approval of the original request with the following condition, and on October 5, 2017, the Planning and Zoning Commission recommended the request with a unanimous vote, with the following condition:

1. Uses be limited to a veterinary clinic, beauty salon and all Garden Office uses.

**Fiscal Impact**

None.

**Staff/Board Recommending**

Bill Howerton, Assistant City Manager  
Planning and Zoning Commission

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**Attachments**

Ordinance - 2622-C

Map - Zone Case 2622-C

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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. 2622-C; A ZONING CHANGE FROM C-2 SPECIFIC USE TO C-2 SPECIFIC USE FOR A VETERINARY CLINIC, C-2 LIMITED TO A BEAUTY SALON, AND GO, ON LOT 265 AND THE WEST 50 FEET OF LOT 266, GATEWOOD ADDITION, LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.**

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

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

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

**ZONE CASE NO. 2622-C**

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-2 Specific Use to C-2 Specific Use for a veterinary clinic, C-2 limited to a beauty salon, and GO on Lot 265 and the west 50 feet of Lot 266, Gatewood Addition, City of Lubbock, Lubbock County, Texas, located at 2734 and 2736 82<sup>nd</sup> Street.**

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-2 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 **2734 and 2736 82<sup>nd</sup> 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 \_\_\_\_\_.

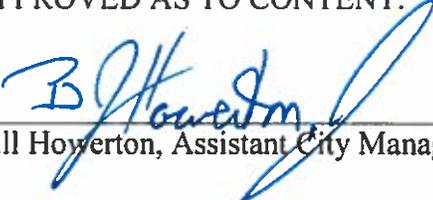
Passed by the City Council on second reading on \_\_\_\_\_.

\_\_\_\_\_  
DANIEL M. POPE, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

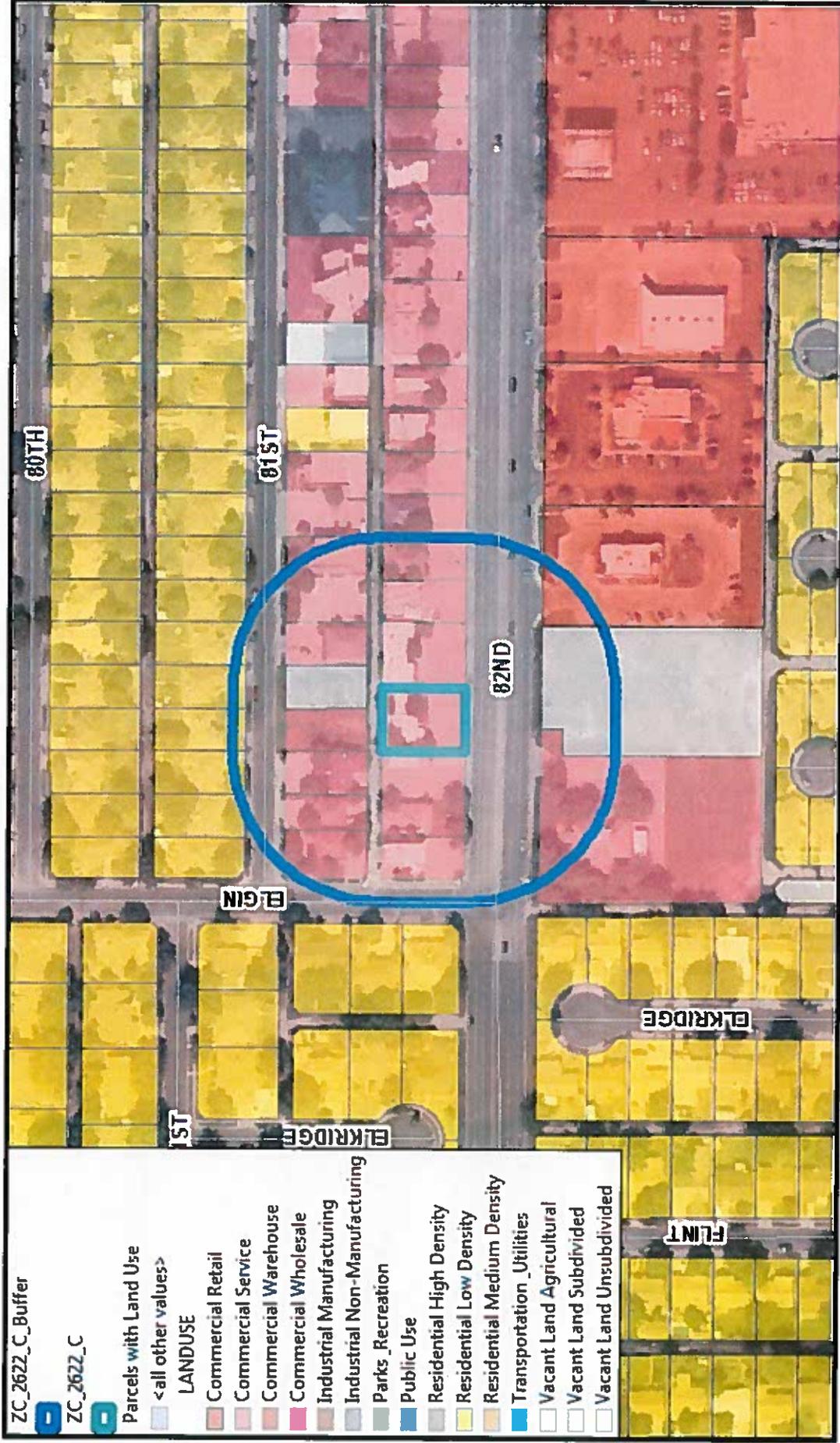
  
\_\_\_\_\_  
Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:

  
Justin D. Pruitt, Assistant City Attorney

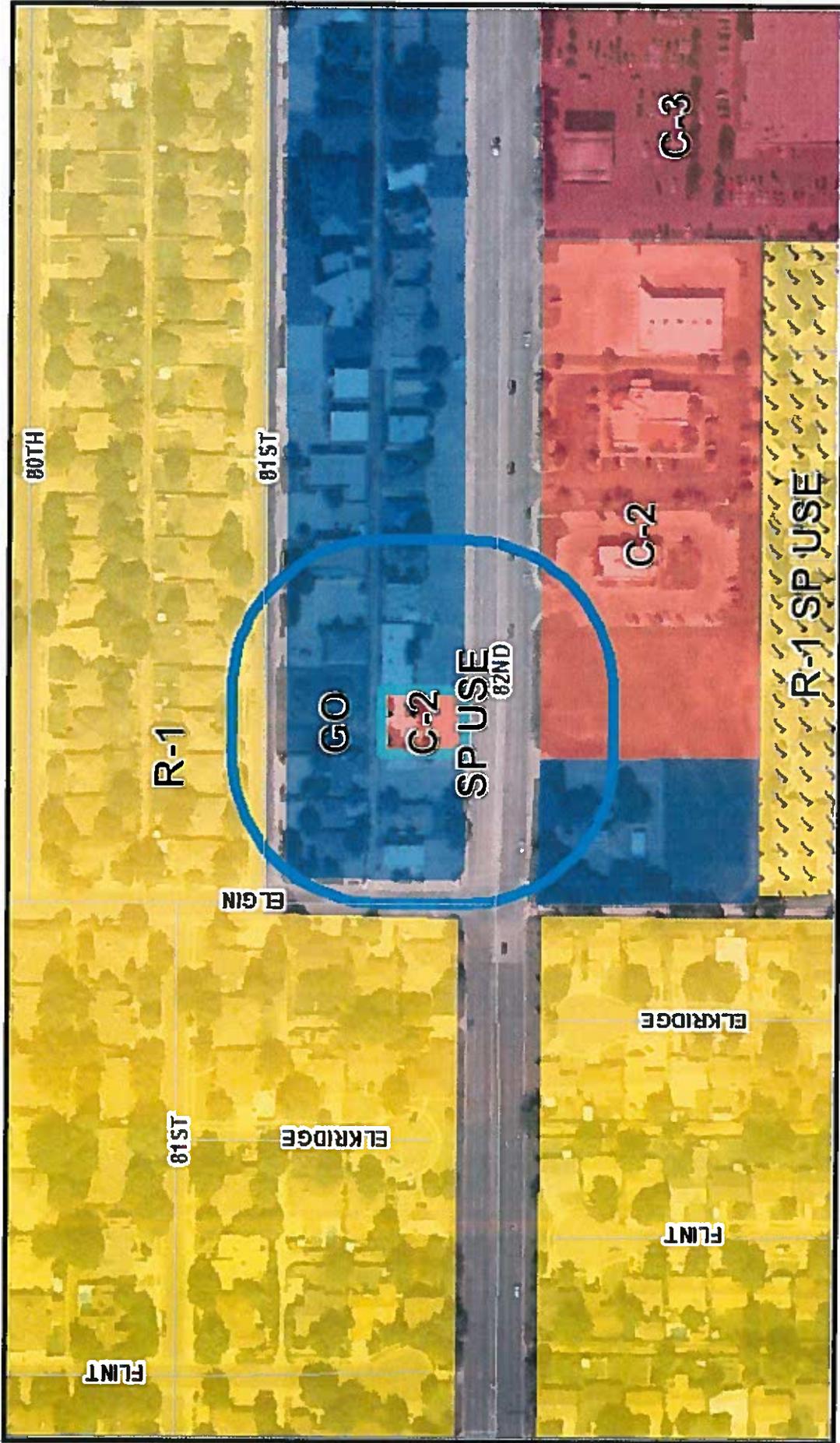
vw/CityAtt/Justin/Zones/ZC2622-C  
October 5, 2017



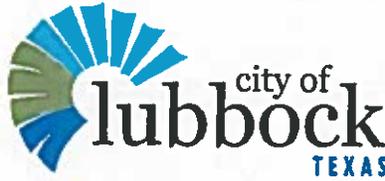


## P.Z.C. Case 2622-C

**Request of Vicki Sawyer (for Jimmy Owens) for a zoning change from C-2 Specific Use to C-2 Specific Use for a vet clinic and limited to a beauty salon and offices, 2734 and 2736 82nd Street**



## P.Z.C. Case 2622-C Zoning



APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print)

VICKI SAWYER
3303 59th St. PO Box 93127
Lubbock TX 79493
( ) 806.620.0788

For

JIMMY OWEN
3107 25th St.
Lubbock TX 79410
( )

Location or Address:

2736 82nd St Lubbock TX 79423

Legal Description:\*

Existing Land Use:

vacant/vet clinic

Existing Zoning:

Acreage or Square Footage of Property:

Zoning Requested:

specific use - salon/hair/beauty salon
amend current zoning to allow (keeping HO + vet specific use)

Proposed Development:

N/A

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

Yes No

Applicant's Signature

[Signature]

Date

Filing Fee:

475.00

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

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

For City Use Only

PIN: 20275

map 19

Zone Case No.:

2622-C

Agenda No.:

Request for zoning change from:

C-2 SP USE

To:

C-2 SP USE

on Lot(s):

W 50' lot 265

Block(s):

Subdivision:

Gatewood

Address:

2734 82nd St

August 15 2017

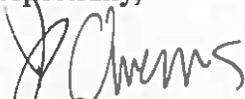
**Re: 2736 82th Street  
Lubbock TX 79423**

Dear Zoning and Planning Commission,

I am writing to request a zoning change for property 2736 82nd Street Lubbock TX 79423.  
(Gatgewood Addition Lot 265.) from Garden Office C-2 specific use of veterinary to ~~C-1~~.

C-2.

Respectfully,



Jimmy Owens  
3107 25th Street Lubbock 79410

## Dennis Carrizales

---

**From:** Vicki Sawyer <sawyerrealty@hotmail.com>  
**Sent:** Monday, August 21, 2017 7:47 AM  
**To:** Dennis Carrizales  
**Subject:** Add to Case- 2736 82nd

Dennis,

Can you add to my case for PNZ:

Permanent makeup/ tattoo for the zoning. The space is 2100 sf and the sales for permanent makeup are less than a 1/4 of the sales.

thanks Vicki

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.: 2622-C

In Favor of

Opposed

Reasons and/or Comments:

Print Name

*John C. Owens*

Signature:

*John C. Owens*

Address:

*4618-154<sup>th</sup>*

Address of Property Owned:

*2732 & 2734 - 82<sup>nd</sup>*

RECEIVED  
SEP 26 2017

OWENS J IVEST I  
LTD PTRSHP  
4618 5TH ST

BY: \_\_\_\_\_

LUBBOCK

TX 79416



## Regular City Council Meeting

7. 4.

Meeting Date: 11/02/2017

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### Information

#### Agenda Item

**Ordinance 2nd Reading – Planning:** Consider Ordinance No. 2017-O0138, for Zone Case 2916-A, a request of AMD Engineering, LLC, for Mel Shook, for a zoning change from C-3 and T to IHI on 23.67 acres of unplatted land out of Block AK, Section 26, 8312 and 8702 Upland Avenue.

#### Item Summary

On October 26, 2017, the City Council approved the first reading of the ordinance.

#### General comments:

The request is to rezone a property from C-3 and T to IHI, for a warehouse.

#### Adjacent land uses:

North - Vacant land, zoned C-3 (on the corner)

South - Vacant land, zoned T

East - Some vacant land, single family residences, and apartments, zoned GO (Garden Office), A-2 (High-Density Apartments), and R-1 (Single-Family)

West - Metal building in Industrial Park, zoned IHI

#### Comprehensive Land Use Plan (CLUP)

The request is a minor deviation to the comprehensive plan as this area is designated for Commercial. Staff would recommend a step down from the requested zoning to IHC at the very least to maintain consistency and have the additional facade/design guidelines along Upland Avenue..

#### Zoning Policy:

This area has not been developed with the traditional node concept. As part of a larger area which has already been developed as a successful industrial area, the continuation of industrial is consistent with zoning policies. Careful consideration to facing businesses away from the residential would be recommended.

#### Effect on the adjacent street and thoroughfare system:

Careful consideration on the amount of curb cuts which access Upland Avenue is necessary.

#### Recommendations:

Staff supports the request for approval with the following condition, and on October 5, 2017, the Planning and Zoning Commission recommended the request with a unanimous vote, with the following condition:

1. Limitation of 3 curb cuts off Upland Avenue

**Fiscal Impact**

None.

**Staff/Board Recommending**

Bill Howerton, Assistant City Manager  
Planning and Zoning Commission

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**Attachments**

Ordinance - 2916-A

Map - Zone Case 2916-A

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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. 2916-A**; A ZONING CHANGE FROM **C-3 AND T** TO **IHI** ZONING DISTRICT ON **23.67 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 26, LUBBOCK, TEXAS**; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

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

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this 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. 2916-A**

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-3 and T** to **IHI** zoning district on

**23.67 acres of unplatted land out of Block AK, Section 26, City of Lubbock, Lubbock County, Texas located at 8312 and 8702 Upland Avenue, subject to conditions, and being further described as follows:**

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

**SUBJECT TO THE FOLLOWING CONDITIONS:**

- 1. THAT the zone change shall be limited to three (3) curb cuts off Upland 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:

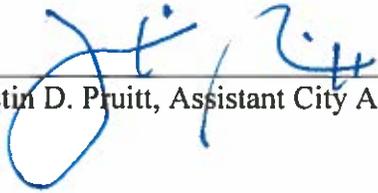
\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:



Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC2916-A  
October 5, 2017



**Rezone to IHI**

METES AND BOUNDS DESCRIPTION of a 23.67 acre tract of land located in Section 26, Block AK, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point for the Northeast and beginning corner of this tract, whence the Northeast corner of Section 26, Block AK bears N00°01'54"E, approximately a distance of 700.9 feet;

THENCE S00°01'54"W, approximately a distance of 1940.8 feet to a point for the Southeast corner of this tract;

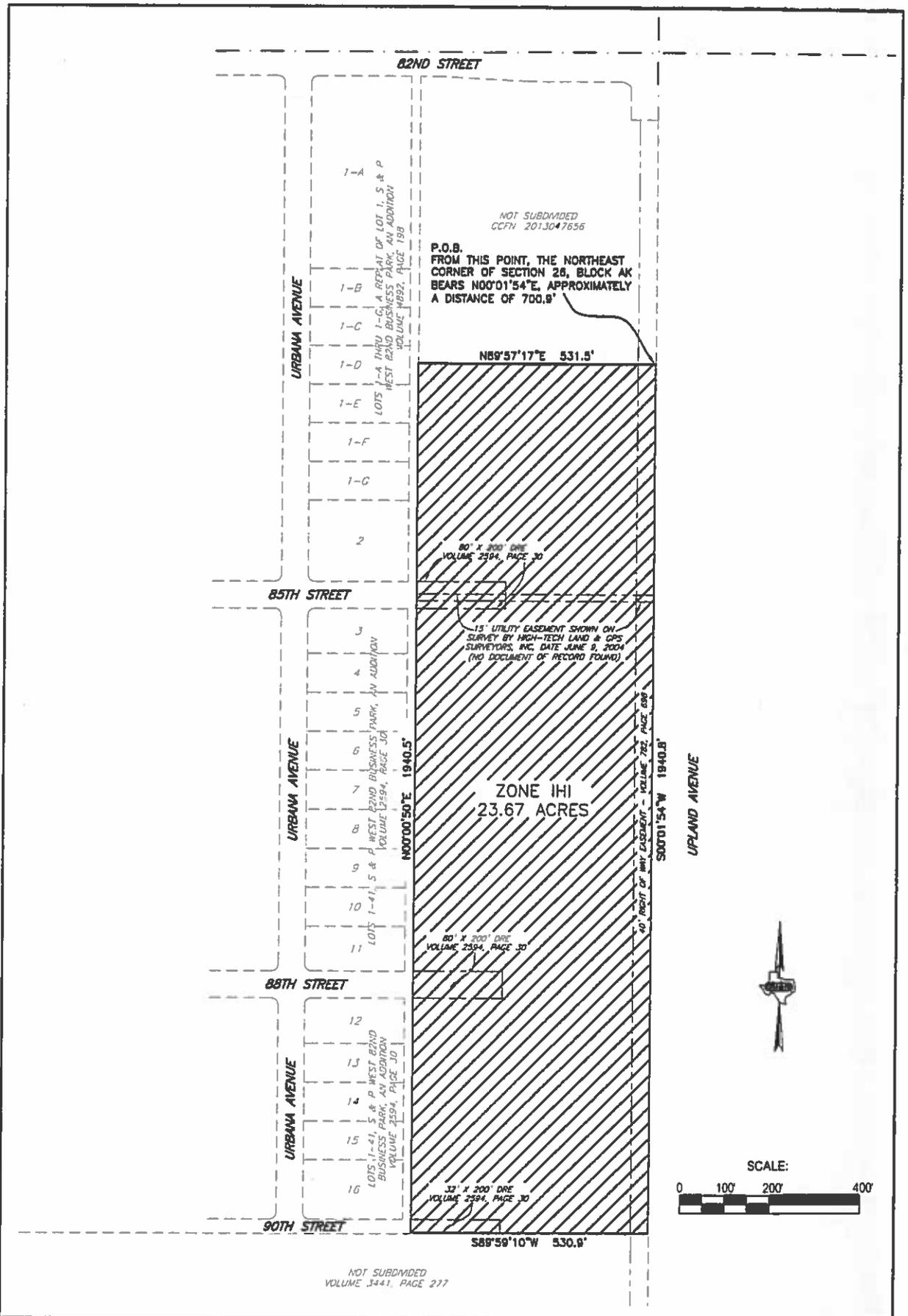
THENCE S89°59'10"W, approximately a distance of 530.9 feet to a point for the Southwest corner of this tract;

THENCE N00°00'50"E, approximately a distance of 1940.5 feet to a point for the Northwest corner of this tract;

THENCE N89°57'17"E, approximately a distance of 531.5 feet to the Point of Beginning and containing approximately 23.67 acres, including any Right of Way.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for: Mel Shook  
September 5, 2017



PREPARED FOR:  
MEL SHOOK

DRAWN BY: JDN  
CHECKED BY: ANL  
JOB NUMBER:  
17119

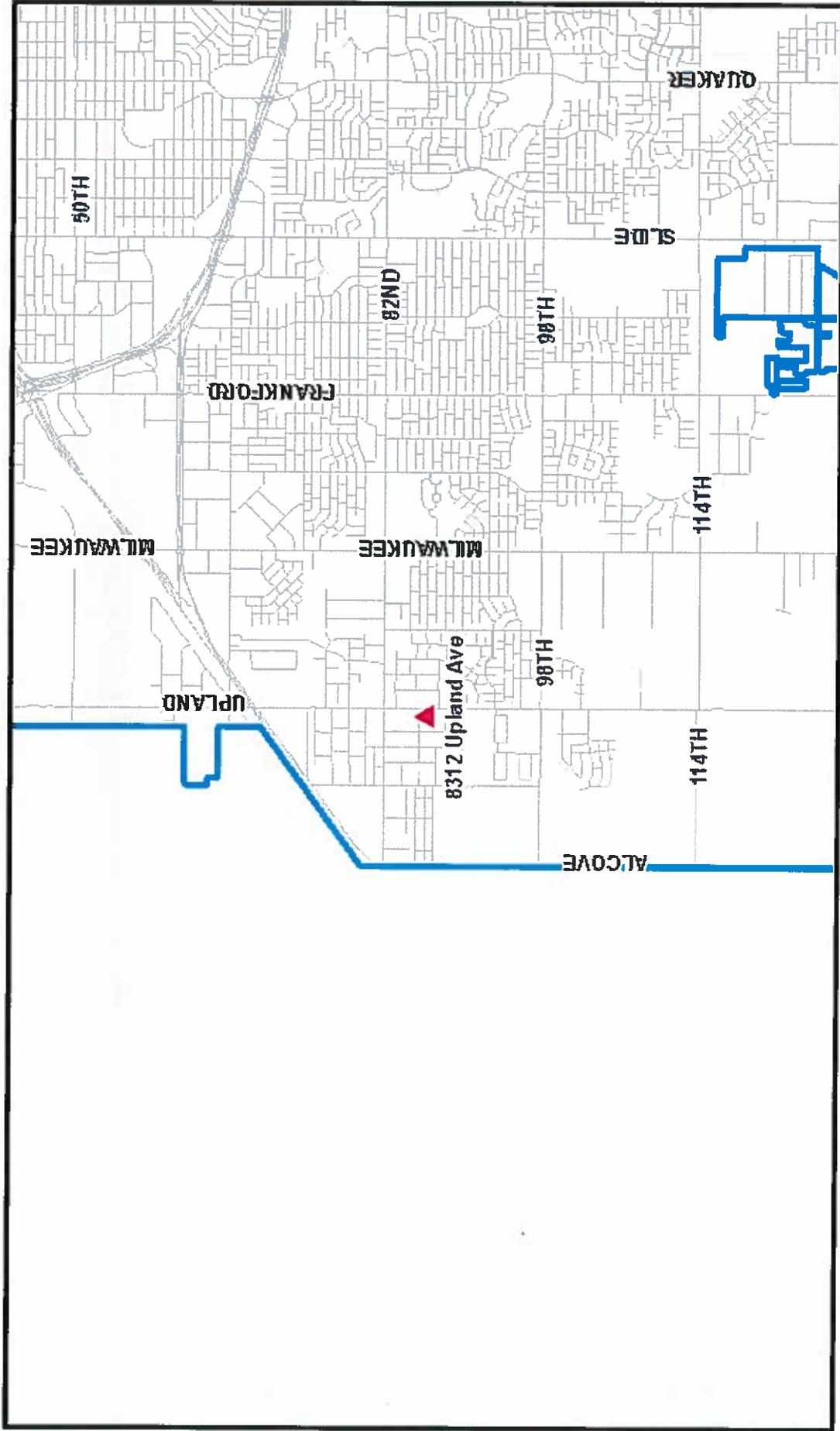
**ZONE CASE SKETCH**  
ON A 23.67 ACRE TRACT OUT OF SECTION 26,  
BLOCK AK, LUBBOCK COUNTY, TEXAS

**AMD** CIVIL ENGINEERING  
LAND SURVEYING

AMD Engineering, LLC  
2807 74th Street, Suite 8  
Lubbock, TX 79423

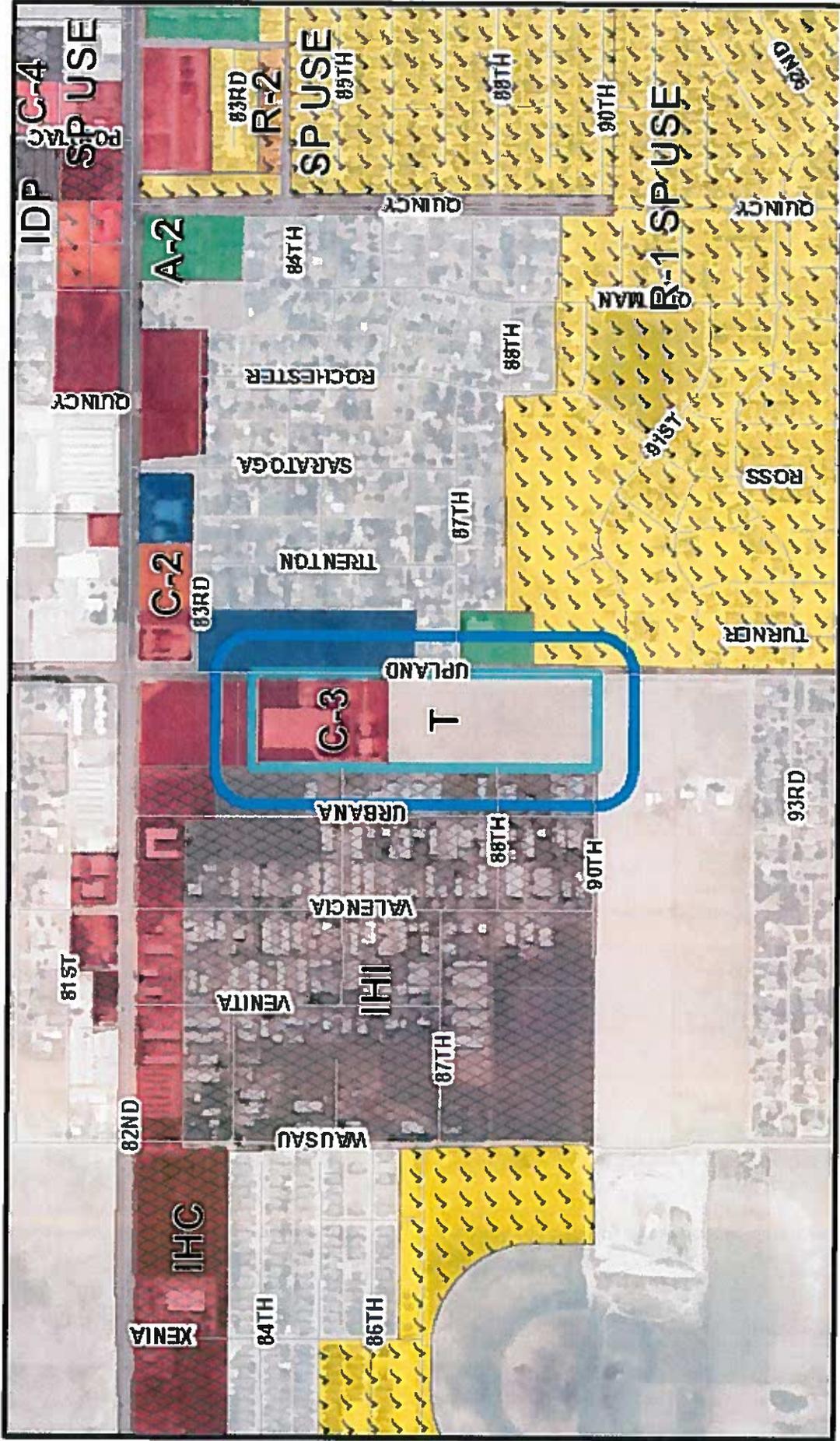
Phone: 806-771-5976  
Fax: 806-771-7625

Accuracy - Efficiency - Integrity



# P.Z.C. Case 2916-A





# P.Z.C. Case 2916-A Zoning

# APPLICATION FOR ZONE CHANGE

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

**Applicant** AMD Engineering, LLC  
(Please Print)  
2807 74<sup>th</sup> Street, Ste. 8  
Street/Post Office Box  
Lubbock TX 79423  
City State Zip  
(806) 771-5976  
Telephone

**For** Mel Shook  
5653 Nathan Drive  
Street/Post Office Box  
Chandler TX 75758  
City State Zip  
(806) 789-1514  
Telephone

**Location or Address:** 8308 and 8310 Upland Avenue

**Legal Description:\*** See Attached Metes and Bounds Description

**Existing Land Use:** Ag Use **Existing Zoning:** C-3 and T

**Acreage or Square Footage of Property:** 23.67 acres

**Zoning Requested:** IHI

**Proposed Development:** Warehouse

If property is not subdivided, will preliminary plat be submitted? Yes x No     

**September 12, 2017**

**Applicant's Signature**

**Date**

**Filing Fee:** \$544  
(\$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

**Zone Case No.:** 2916-A

**Agenda No.:**     

**Request for zoning change from:** C-3, T

**To:** IHI

on 23.67 acres of unplatted land out of Block AK section 26

on Lot(s)     , Block(s)     

**Addition**

(Address: 8312, 8302 Upland Ave)

KC



## Regular City Council Meeting

7. 5.

Meeting Date: 11/02/2017

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### Information

#### Agenda Item

**Ordinance 2nd Reading – Planning:** Consider Ordinance No. 2017-O0139, for Zone Case 2984-J, a request of AMD Engineering, LLC, for Oakmont Estates Investments of Lubbock, LLC, for a zoning change from R-1 Specific Use to R-1 Specific Use for garden homes with reduced setbacks on 4.06 acres of unplatted land out of Block E-2, Section 23, 4902 118th Street.

#### Item Summary

On October 26, 2017, the City Council approved the first reading of the ordinance.

General comments:

This is a request of AMD Engineering for Oakmont Estates for a zoning change from R-1 Specific Use to R-1 Specific Use for Garden Homes with reduced setbacks, on 4.06 acres of unplatted land, 4902 118th Street. The proponent is requesting to change the zoning from R-1 Specific Use to R-1 Specific Use with the desire to build Garden Homes. Planning and Zoning Commission approved Zone Case 3047-C in June 2012, which changed the zoning from R-1 Specific Use (Vintage Township) to R-1 Specific Use for Garden Homes with reduced setbacks. The 4.06 acres that are being discussed today were altered to have reduced setbacks only.

Adjacent land uses:

North - Oakmont Estates, zoned R-1 Specific Use

South - Oakmont Estates, zoned R-1 Specific Use

East - Oakmont Estates, zoned R-1 Specific Use

West - Oakmont Estates, zoned R-1 Specific Use

Comprehensive Land Use Plan (CLUP):

The request is to change the zoning from R-1 Specific Use to R-1 Specific Use for Garden Homes. The CLUP has this area zoned as low density residential and therefore the request is consistent with the CLUP.

Zoning Policy:

The request from R-1 Specific Use to R-1 Specific Use for Garden Homes is consistent with zoning policies.

Effect on the adjacent street and thoroughfare system:

There should be little to no impact on the thoroughfare system due to the fact that the zoning is remaining residential.

Recommendations:

Staff recommends the request for approval with the following conditions, and on October 5, 2017, the

Planning and Zoning Commission recommended the request with a unanimous vote, with the following conditions:

- 1) 5' foot side setback on corner lots
- 2) 5' foot front setback on cul-de-sac lots
- 3) 18" inch rear setback for a non-rear facing garage

**Fiscal Impact**

None.

**Staff/Board Recommending**

Bill Howerton, Assistant City Manager  
Planning and Zoning Commission

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**Attachments**

Ordinance - 2984-J

Map - Zone Case 2984-J

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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. 2984-J**; A ZONING CHANGE FROM **R-1 SPECIFIC USE TO R-1 SPECIFIC USE FOR GARDEN HOMES WITH REDUCED SETBACKS**, ON **4.06 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 23**, LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

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

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

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

**ZONE CASE NO. 2984-J**

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

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 Specific Use to R-1 Specific Use for garden homes with reduced setbacks** on **4.06 acres of unplatted land out of Block E-2, Section 23**, City of Lubbock, Lubbock County, Texas, located at **4902 118<sup>th</sup> 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 property shall have 5 foot side setback on corner lots;**
- 2. THAT the property shall have 5 foot front setback on cul-de-sac lots;  
and**
- 3. THAT the property shall have 18 inch rear setback for a non-rear facing garage.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **R-1 Specific** 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 **4902 118<sup>th</sup> 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:

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Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:



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Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC2984-J  
October 5, 2017



**Rezone to R-1 SPEC. GH**

METES AND BOUNDS DESCRIPTION of a 4.06 acre tract of land located in Section 23, 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 the North half of Section 23, Block E-2 bears West, approximately a distance of 1040.4 feet and  $S00^{\circ}01'19''W$ , approximately a distance of 1185.8 feet;

THENCE East, approximately a distance of 154.1 feet to a point for a corner of this tract;

THENCE  $N87^{\circ}22'39''E$ , approximately a distance of 94.8 feet to a point for a corner of this tract;

THENCE  $N82^{\circ}12'24''E$ , approximately a distance of 92.1 feet to a point for the Northeast corner of this tract;

THENCE  $S19^{\circ}42'26''E$ , approximately a distance of 16.7 feet to a point for a corner of this tract;

THENCE  $S61^{\circ}28'57''E$ , approximately a distance of 23.2 feet to a point for a corner of this tract;

THENCE Southeasterly, along the arc of a curve to the right, an arc distance of approximately 114.9 feet to a point for the end of said curve to the right and for a corner of this tract; said curve having a radius of 828.0 feet, a central angle of  $07^{\circ}57'05''$ , and a chord that bears  $S26^{\circ}33'42''E$ , a chord distance of approximately 114.8 feet;

THENCE  $S23^{\circ}50'46''W$ , approximately a distance of 11.6 feet to a point for a corner of this tract;

THENCE  $S31^{\circ}58'06''E$ , approximately a distance of 21.4 feet to a point for a corner of this tract;

THENCE  $S67^{\circ}14'20''E$ , approximately a distance of 16.5 feet to a point for a corner of this tract;

THENCE  $S35^{\circ}23'07''E$ , approximately a distance of 88.3 feet to a point for a corner of this tract;

THENCE Southwesterly, along the arc of a curve to the right, an arc distance of approximately 120.3 feet to a point for the end of said curve to the right and for a corner

of this tract; said curve having a radius of 55.00 feet, a central angle of  $125^{\circ}16'03''$ , and a chord that bears  $S27^{\circ}21'58''W$ , a chord distance of approximately 97.7 feet;

THENCE South, approximately a distance of 52.0 feet to a point for a corner of this tract;

THENCE  $N84^{\circ}01'58''E$ , approximately a distance of 112.1 feet to a point for a corner of this tract;

THENCE  $S68^{\circ}01'44''E$ , approximately a distance of 24.0 feet to a point for a corner of this tract;

THENCE Southeasterly, along the arc of a curve to the left, an arc distance of approximately 113.0 feet to a point for the end of said curve to the left and for a corner of this tract; said curve having a radius of 2194.00 feet, a central angle of  $02^{\circ}57'00''$ , and a chord that bears  $S29^{\circ}32'49''E$ , a chord distance of approximately 113.0 feet;

THENCE  $S21^{\circ}36'31''W$ , approximately a distance of 13.0 feet to a point for a corner of this tract;

THENCE  $S27^{\circ}31'27''E$ , approximately a distance of 10.1 feet to a point for the Southeast corner of this tract;

THENCE  $S76^{\circ}10'51''W$ , approximately a distance of 89.4 feet to a point for a corner of this tract;

THENCE  $S85^{\circ}25'20''W$ , approximately a distance of 87.8 feet to a point for a corner of this tract;

THENCE West, approximately a distance of 254.5 feet to a point for the Southwest corner of this tract;

THENCE North, approximately a distance of 342.0 feet to a point for a corner of this tract;

THENCE West, approximately a distance of 206.0 feet to a point for a corner of this tract;

THENCE North, approximately a distance of 161.5 feet to the Point of Beginning and containing approximately 4.06 acres, including any Right of Way.

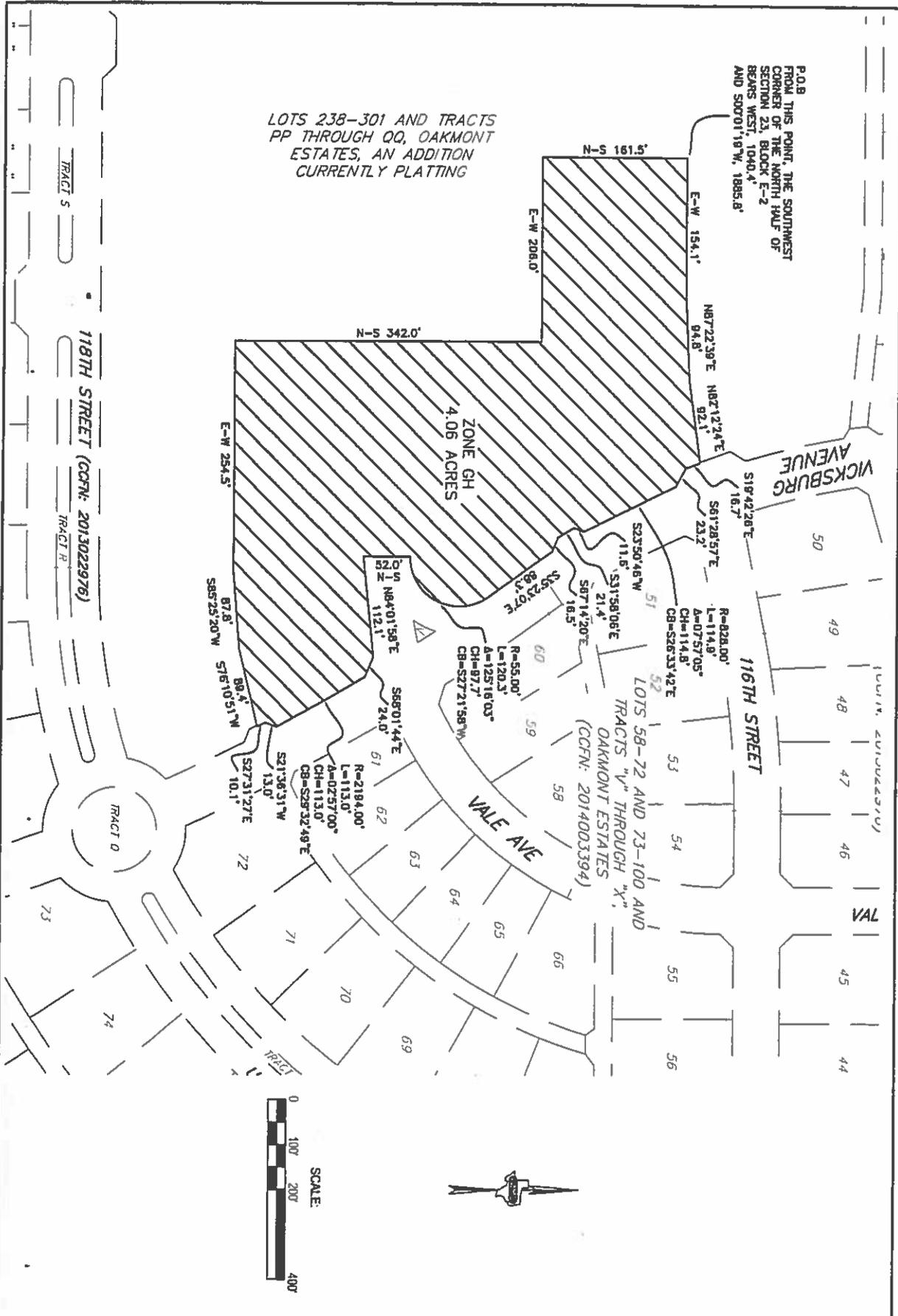
PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for: Jewell Davis

September 11, 2017

LOTS 238-301 AND TRACTS  
PP THROUGH QQ, OAKMONT  
ESTATES, AN ADDITION  
CURRENTLY PLATTING

P.O.B  
FROM THIS POINT, THE SOUTHWEST  
CORNER OF THE NORTH HALF OF  
SECTION 23, BLOCK E-2  
BEARS WEST, 1040.4'  
AND S00°01'18"W, 1895.8'



PREPARED FOR:  
JEWEL DAVIS

DRAWN BY: JDN  
CHECKED BY: ANL  
JOB NUMBER: 17117

**ZONE CASE SKETCH**  
ON A 4.06 ACRE TRACT OUT OF SECTION 23,  
BLOCK E-2, LUBBOCK COUNTY, TEXAS

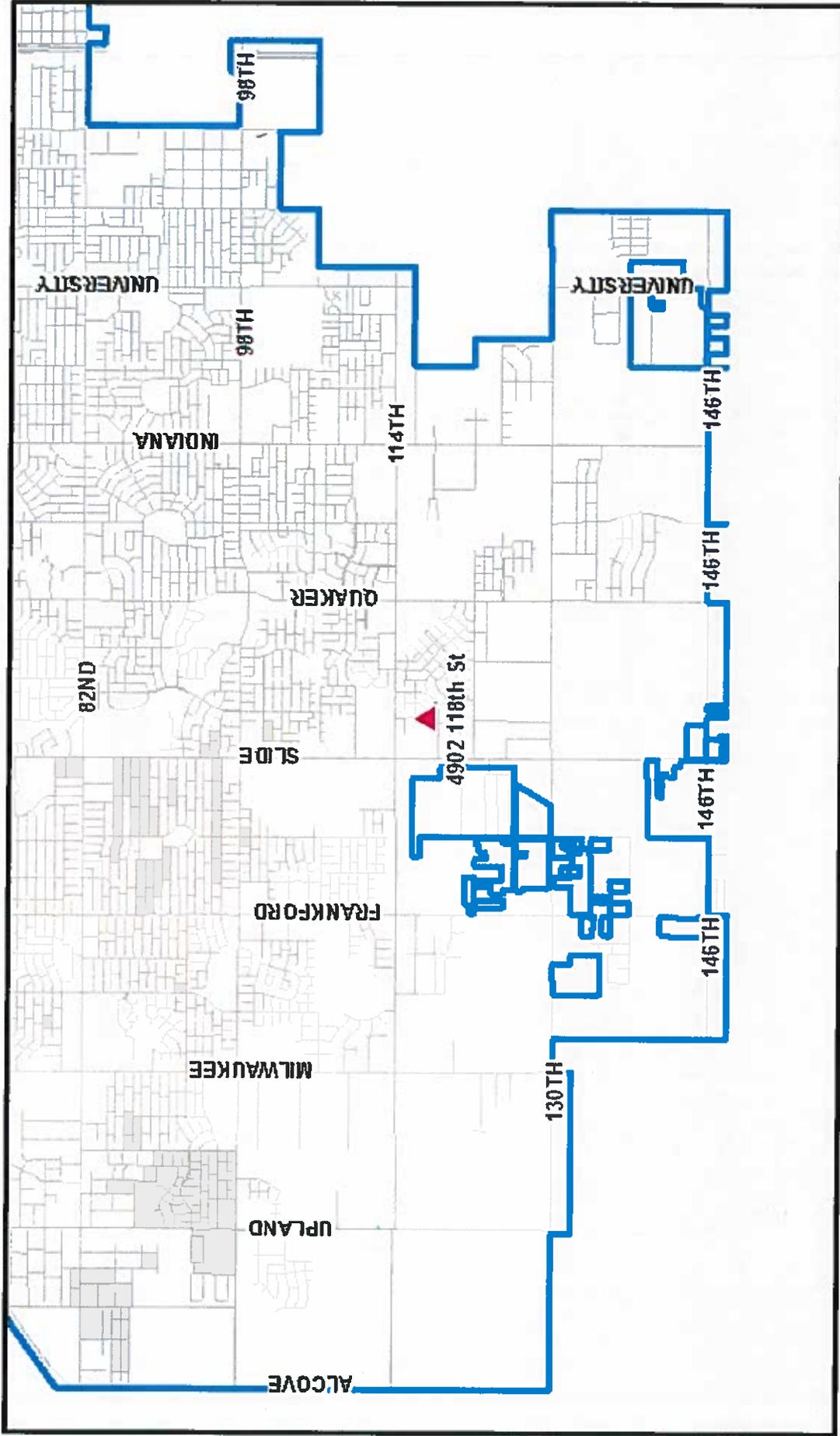


AMD Engineering, LLC  
2807 74th Street, Suite 8  
Lubbock, TX 79423

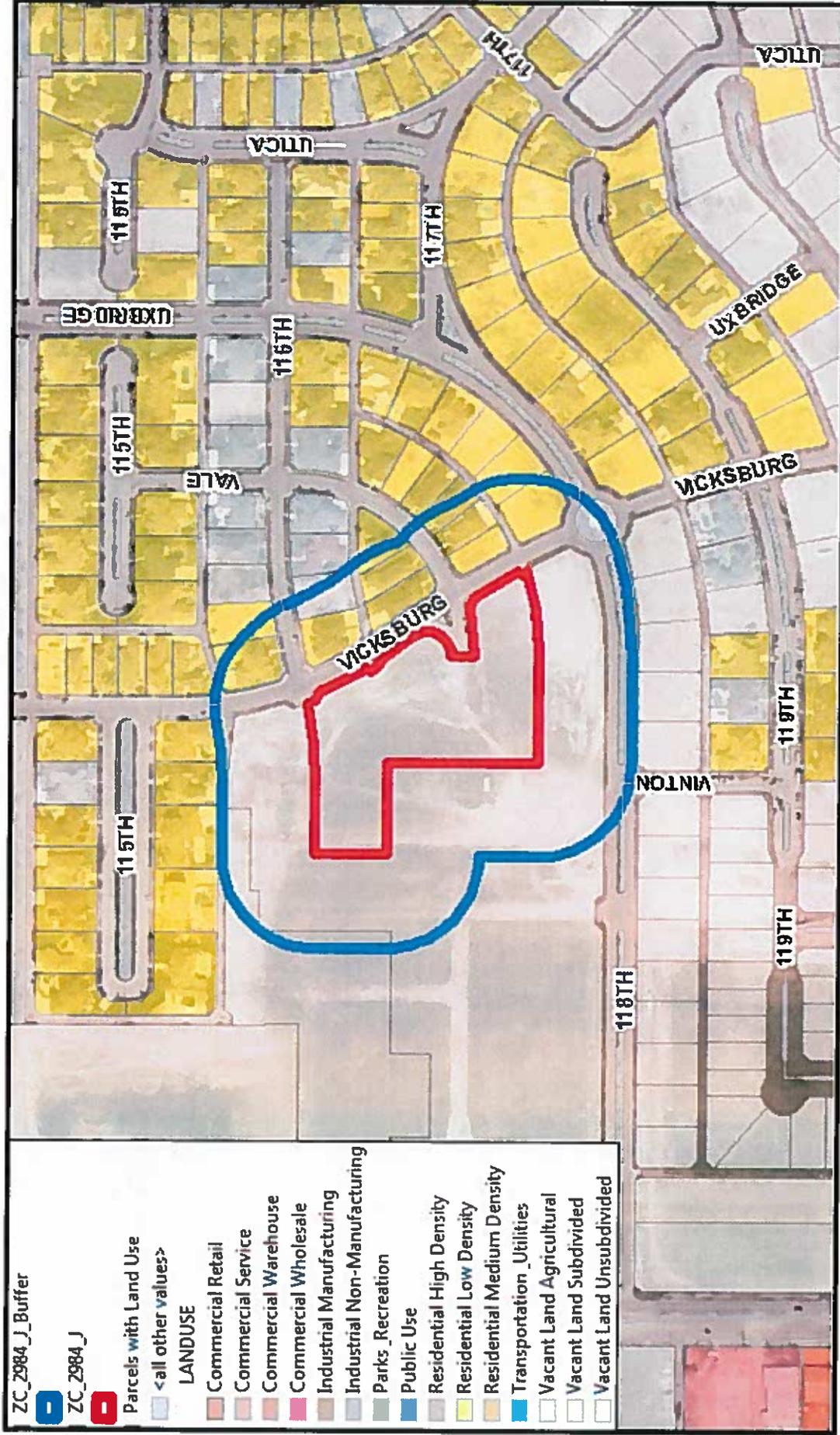
CIVIL ENGINEERING  
LAND SURVEYING

Phone: 806-771-5976  
Fax: 806-771-7825

Accuracy - Efficiency - Integrity

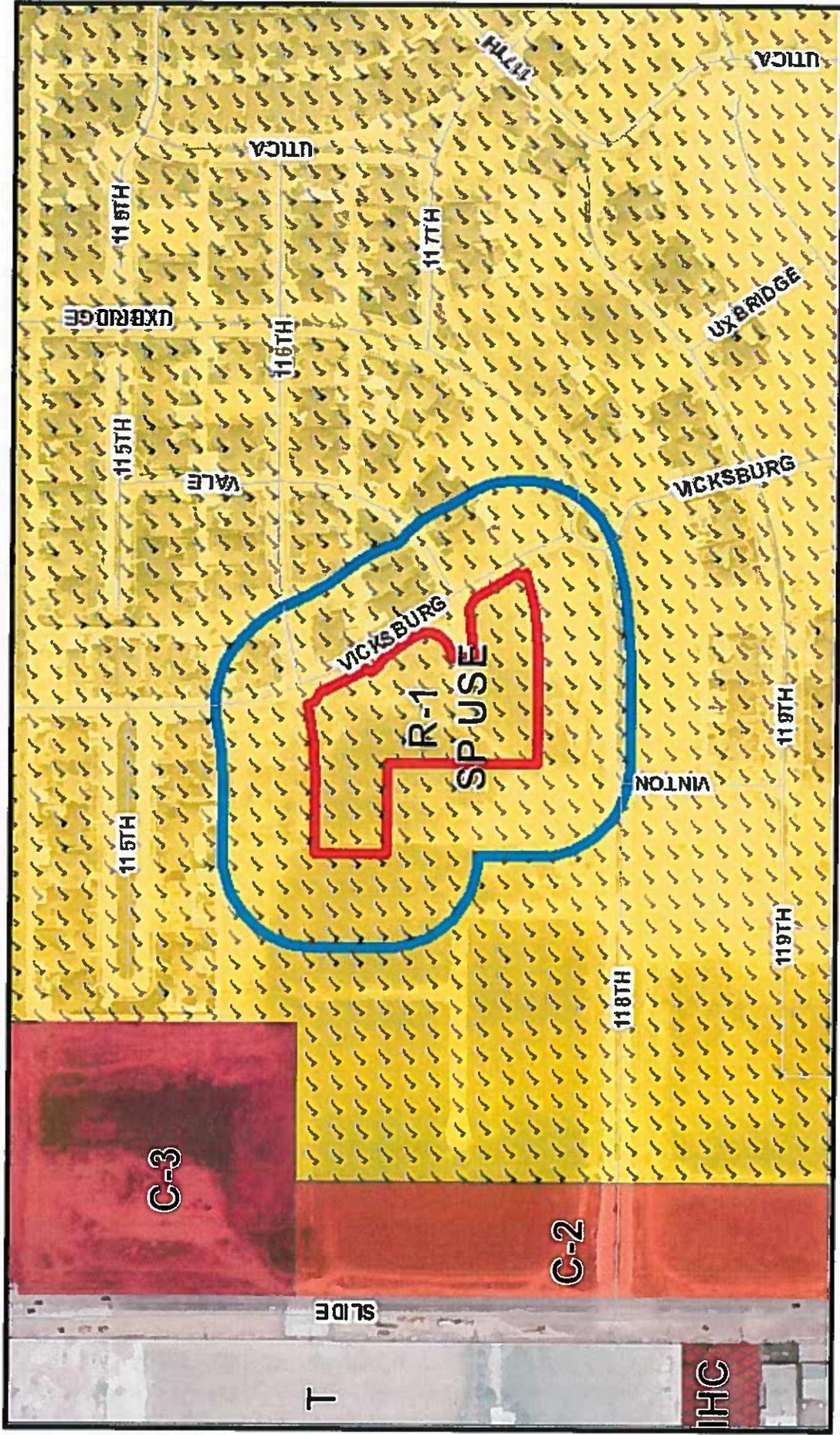


# P.Z.C. Case 2984-J



## P.Z.C. Case 2984-J

**Request of AMD Engineering, LLC (for Oakmont Estates Investments of Lubbock, LLC) for a zoning change from R-2 Specific Use to R-1 Specific Use for garden homes with reduced setbacks, 4902 118th Street**



**P.Z.C. Case 2984-J Zoning**

# APPLICATION FOR ZONE CHANGE

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

**Applicant** AMD Engineering, LLC

**For** OAKMONT ESTATES INVESTMENTS OF LUBBOCK, LLC

(Please Print)

2807 74<sup>th</sup> Street, Ste. 8

Street/Post Office Box

Lubbock TX 79423

City

State

Zip

(806) 771-5976

Telephone

PO Box 64446

Street/Post Office Box

Lubbock TX 79464

City

State

Zip

(806) 789-7909

Telephone

**Location or Address:** 118<sup>th</sup> Street and Vicksburg Avenue (Proposed Lots 239-302, Oakmont Estates)

**Legal Description:\*** See Attached Metes and Bounds Description

**Existing Land Use:** Ag Use

**Existing Zoning:** R1

**Acreage or Square Footage of Property:** 4.06 acres

**Zoning Requested:** R-1 Specific Use for Garden Homes (with 18" rear setback for detached, side garage, 15' front setback, and 5' side setback on corner lots)

**Proposed Development:** Garden Homes

**If property is not subdivided, will preliminary plat be submitted?** Yes  No

**September 12, 2017**

**Applicant's Signature**

**Date**

**Filing Fee:** \$487  
(\$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

**Zone Case No.:** 2984-J

**Agenda No.:** \_\_\_\_\_

**Request for zoning change from:** R-1 SP USE

**To:** R-1 SP USE  
Reduced setbacks

on 4.06 acres of unplatted land out of Block E-2 Section 23

on Lot(s) \_\_\_\_\_, Block(s) \_\_\_\_\_

**Addition**

**(Address:** 4902 118<sup>th</sup> St **).**

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

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

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

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 2984-J

In Favor of

Opposed

Reasons and/or Comments:

Will be a good addition to the products at OAKMONT!  
Trinity Green

Print Name: William Jewel Davis, MD.  
Signature: [Handwritten Signature]  
Address: P.O. Box 64446  
Address of Property Owned: OAKMONT ESTATES

RECEIVED  
SEP 27 2017

BY: \_\_\_\_\_



**Regular City Council Meeting**

**7. 6.**

**Meeting Date:** 11/02/2017

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**Information**

**Agenda Item**

**Ordinance 2nd Reading – Planning:** Consider Ordinance No. 2017-O0140, for Zone Case 3257-C, a request of Burl W. Masters, for 1585 Development, LLC, for a zoning change from R-1 Specific Use to R-2 Specific Use for townhomes on 7.7 acres of unplatted land out of Block AK, Section 1, 13502 University, and consider an ordinance.

**Item Summary**

On October 26, 2017, the City Council approved the first reading of the ordinance.

**General comments:**

This request is to rezone an area from R-1 Specific Use to R-2 Specific Use for townhomes.

**Adjacent land uses:**

North - Vacant land, zoned T (Transition) and R-1 Specific use

South - Vacant land, zoned R-1 and outside the City limits are homes and vacant land

East - Vacant land, zoned GO (Garden Office)

West - Vacant land, zoned R-1 Specific Use Reduced Setbacks

**Comprehensive Land Use Plan (CLUP):**

The request for R-1 zoning is consistent with the CLUP, as this entire parcel is designated for low-density residential.

**Zoning Policy:**

The request meets zoning policies as the property is surrounded by low density residential. Low density and medium density residential should combine harmoniously with each other.

**Effect on the adjacent street and thoroughfare system:**

None.

**Recommendations:**

Staff recommends approval of the request, and on October 5, 2017, 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 - 3257-C

Map - Zone Case 3257-C

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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. 3257-C**; A ZONING CHANGE FROM **R-1 SPECIFIC USE TO R-2 SPECIFIC USE FOR TOWNHOMES**, ON **7.7 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 1**, 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. 3257-C**

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

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 Specific Use** to **R-2 Specific Use** for **townhomes** on **7.7 acres of unplatted land out of Block AK, Section 1**, City of Lubbock, Lubbock County, Texas, located at **13502 University**, 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 **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 **13502 University**, 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

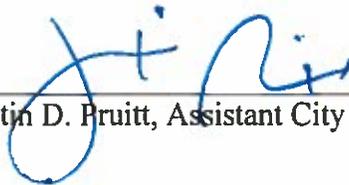
ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:

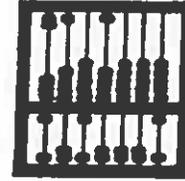
  
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Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC3257-C  
October 5, 2017

# ABACUS

ENGINEERING  
SURVEYING

Texas Surveying No. 101153-00  
Texas Engineering Firm No. 4368



*"Count on it"*

2737 81ST STREET LUBBOCK, TEXAS 79423  
(806) 745-7670

## Proposed R-2 Zoning

Metes and Bounds Description prepared for Zone Change Purposes Only on an 7.70 Acre tract out of Section 1, Block AK, Lubbock County, Texas further described by metes and bounds as follows:

BEGINNING at a point which bears S 01°46'06" W, approximately 2662 feet and N 88°09'14" W, approximately 380 feet from the Northeast corner of Section 1;

THENCE N 88°07'53" W, 465 approximately feet;

THENCE N 01°51'21" E, 289 approximately feet;

THENCE N 88°07'53" W, 875 approximately feet;

THENCE N 01°51'21" E, 150 approximately feet;

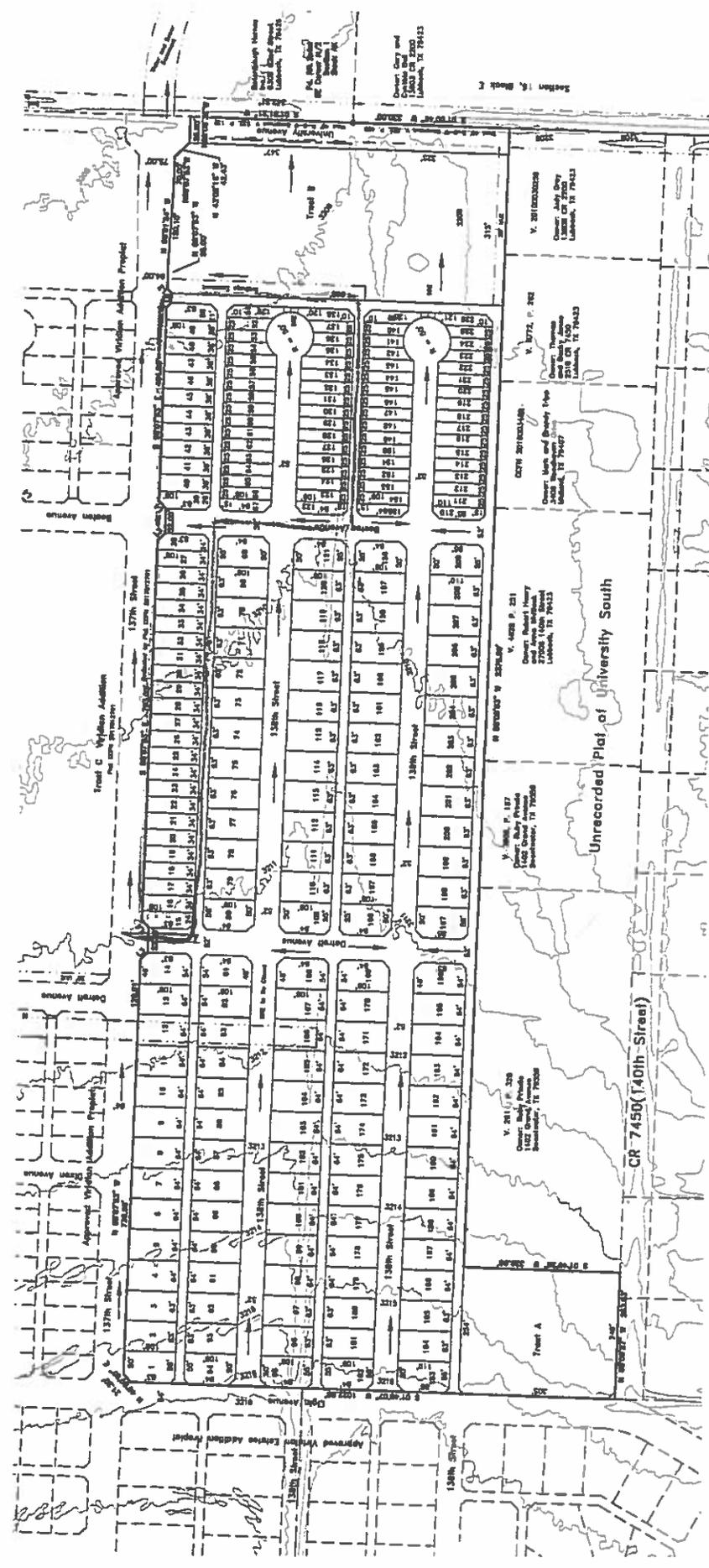
THENCE S 88°07'53" E, 1340 approximately feet;

THENCE S 01°51'21" W, 439 approximately feet the PLACE of BEGINNING, containing 7.70 Acres.

Prepared for Zone Change Purposes only, does not represent an actual survey.

Preliminary Plat and Preliminary Subdivision Plan  
 Lots 1-228 and Tracts A and B  
**Viridian,**  
 an Addition to the City of Lubbock, Lubbock County, Texas

Preliminary for Review Purposes  
 Only, Do Not Record



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ABACUS ENGINEERING  
 2707 81st Street  
 LUBBOCK, TEXAS  
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 Check out #11

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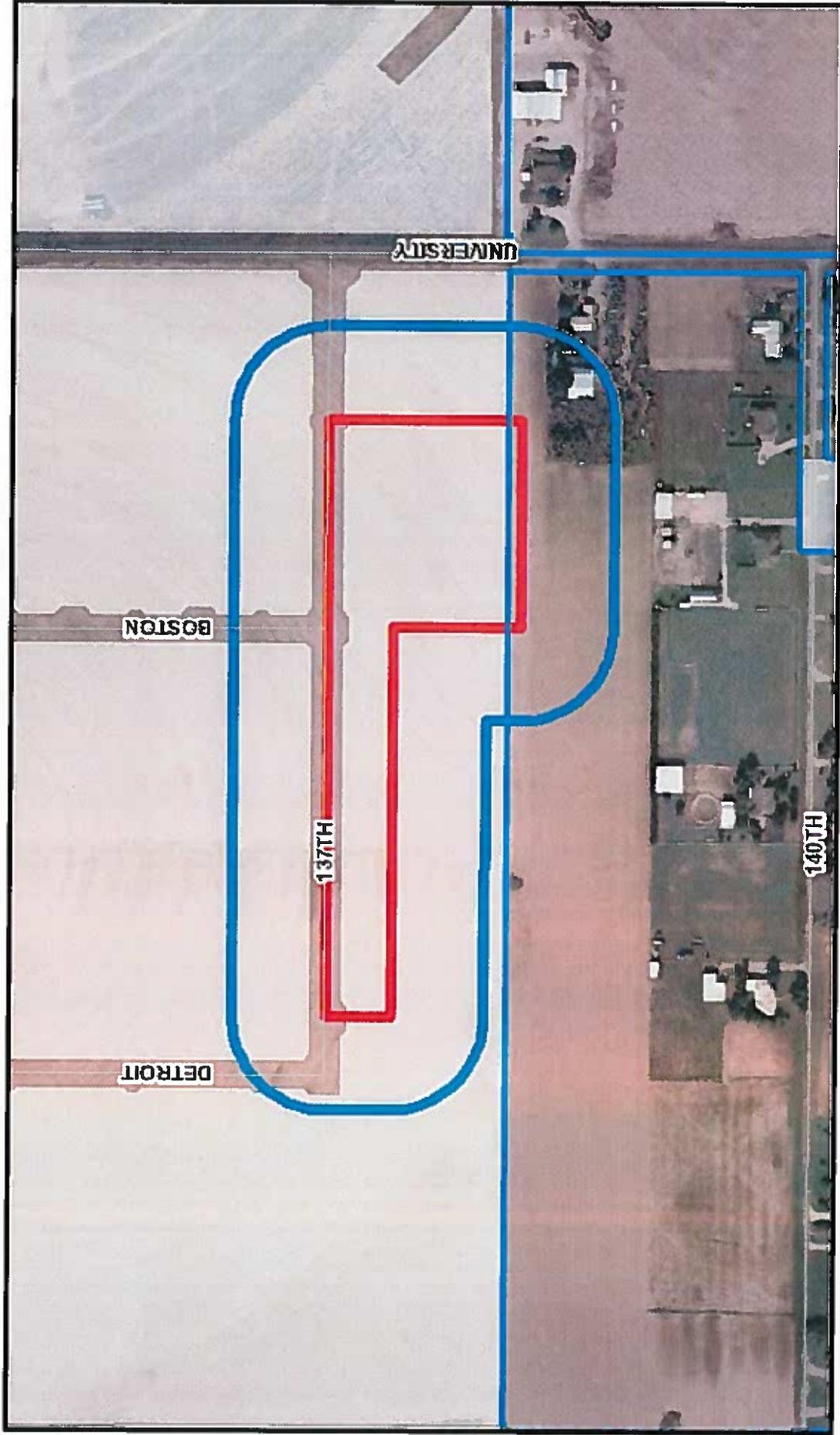
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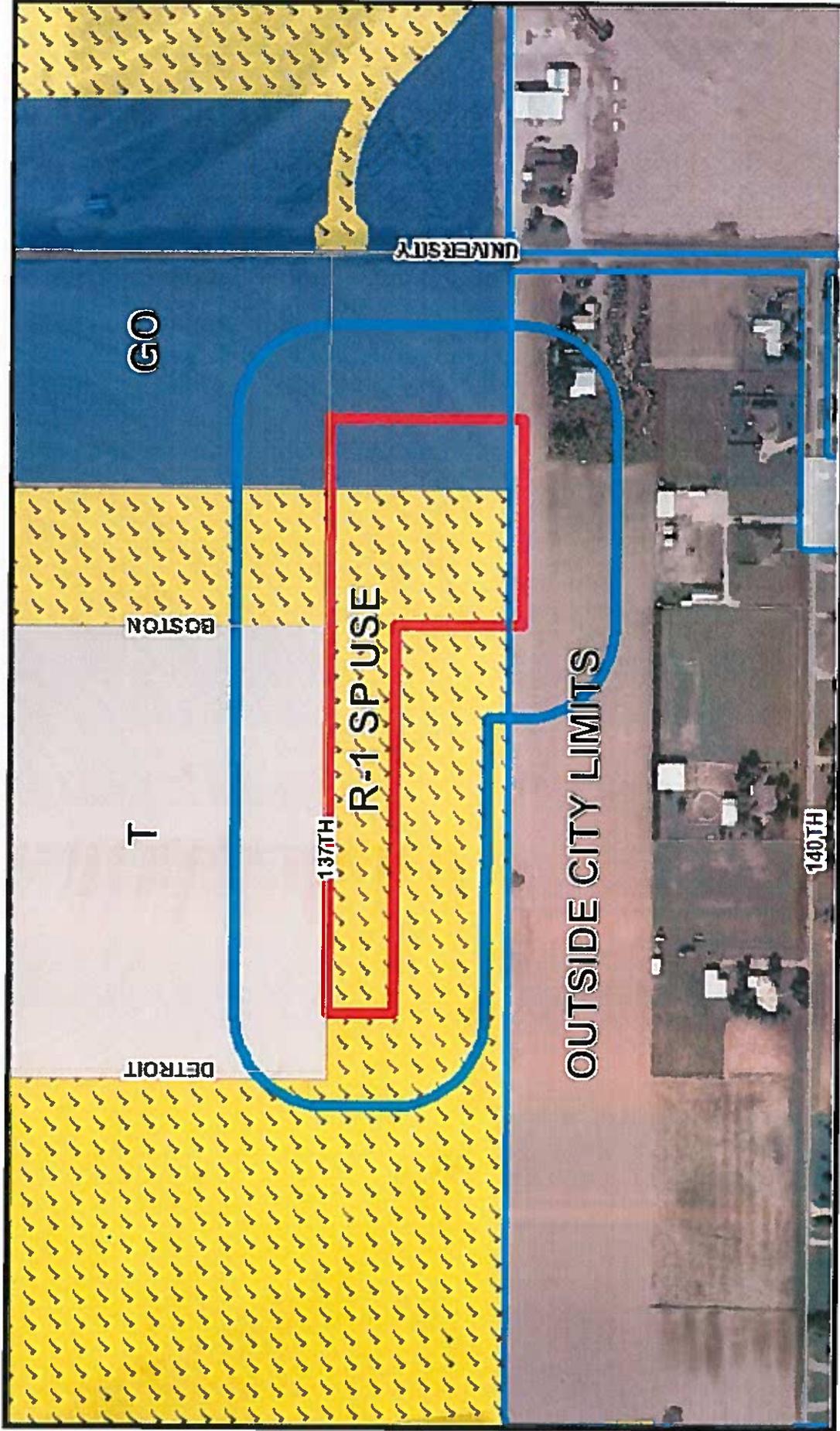
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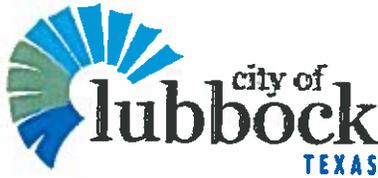


## **P.Z.C. Case 3257-C**

**Request of Burl W. Masters (for 1585 Development, LLC) for a zoning change from R-1 Specific Use to R-2 Specific Use for townhomes, 13502 University**



# P.Z.C. Case 3257-C Zoning



APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) BUZZ W. MASTERS
P.O. Box 94890
Lubbock TX 79493
(806) 543-6662

For 1585 Development, LLC
Street/Post Office Box
City State Zip
Telephone

Location or Address: 137th St. & University Ave.
Legal Description: SEE ATTACHED
Existing Land Use: VAC. Existing Zoning: R-1
Acreage or Square Footage of Property: 7.7 AC.
Zoning Requested: R-2

Proposed Development: TOWNHOMES

If property is not subdivided, will preliminary plat be submitted? Yes [checked] No
Applicant's Signature [Signature] Date 12 Sep 17

Filing Fee: 496.00
(\$475.00 for the first acre; \$3.00 for each additional acre; \$165 for Non-Profit)

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

For City Use Only m28 map 69

Zone Case No.: 3257-C Agenda No.:
Request for zoning change from: R-1 SP USE To: R-2 SP USE townhomes

7.7 acres of unplatted land out of Block AK Section 1
on Lot(s): Block(s):
Subdivision: Address: 13502 University



## Regular City Council Meeting

7. 7.

Meeting Date: 11/02/2017

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### Information

#### Agenda Item

**Ordinance 2nd Reading – Planning:** Consider Ordinance No. 2017-O0141, for Zone Case 3257-D, a request of Burl W. Masters, for 1585 Development, LLC, for a zoning change from R-2 and GO to GO, AM, R-1, and C-4 Specific Use for an event center on 43.3 acres of unplatted land out of Block AK, Section 1, 13401 Indiana Avenue.

#### Item Summary

On October 26, 2017, the City Council approved the first reading of the ordinance.

#### General comments:

This is a multi-faceted request to allow multiple zoning districts across 43.3 acres to create a professional office park development. The request is for a zone change from R-2 and GO to GO, AM, R-1, and C-4 Specific Use for an event center.

#### Adjacent land uses:

North - Vacant land, zoned A-2 (High-Density Apartment)

South - Vacant land, zoned R-1

East - Vacant land, zoned R-1

West - Vacant land, zoned A-2

#### Comprehensive Land Use Plan (CLUP):

The request for R-1 zoning is consistent with the CLUP, as this entire parcel is designated for low-density residential. The requests for GO and AM are a minor change to the CLUP, but the requests are appropriate because they are considered buffer districts and can be located adjacent to residential areas. The C-4 Specific Use zoning is a major deviation from the CLUP and should be located at the intersection of two thoroughfares, not adjacent to residential properties.

#### Zoning Policy:

The GO, AM, and R-1 portions of the request are consistent with zoning policies. The GO and AM zoning districts are considered buffer districts and can be located adjacent to residentially zoned districts. The C-4 Specific Use zoning is not consistent with zoning policies, as C-4 zoning is intended to provide for heavy retail and wholesale commercial uses and should be located on regional thoroughfares such as state or federal highways. Additionally, C-4 zoning should not be located adjacent to a residential area and the proposed use of an event center could potentially become a nuisance to the residents, especially in regards to noise.

Effect on the adjacent street and thoroughfare system:

The GO, AM, and R-1 zoning districts would have little to no impact on the thoroughfare system. The C-4 Specific Use zoning could potentially be very detrimental to traffic in the area. Since the intended use is for an event center, each time an event is held, there will be a large increase in traffic with many people entering and exiting the center at the same time. This could cause congestion on Indiana Avenue and slow the flow of traffic significantly.

**Recommendations:**

Staff recommends approval of the GO, AM, and R-1 request and DENIAL of the C-4 Specific Use.

On October 5, 2017, the Planning and Zoning Commission recommended the request with a unanimous vote with the following conditions:

- 1) No outdoor music events
- 2) A site plan review for elevations, floor plan, and site plan by the Planning and Zoning Commission, is required prior to permitting the C-4 Specific Use for an event center
- 3) That no apartments be allowed in the AM tract

**Fiscal Impact**

None.

**Staff/Board Recommending**

Bill Howerton, Assistant City Manager  
Planning and Zoning Commission

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**Attachments**

Ordinance - 3257-D

Map - Zone Case 3257-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. 3257-D**; A ZONING CHANGE FROM **R-2 AND GO, TO GO, AM, R-1 AND C-4 SPECIFIC USE** FOR AN EVENT CENTER, ON **43.3 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 1, 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. 3257-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 **R-2 and GO** to **GO, AM, R-1, and C-4 Specific Use** for an event center on 43.3 acres of unplatted land out of **Block AK, Section 1**, City of Lubbock, Lubbock County, Texas, located at **13401 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 property shall have no outdoor music events;**
- 2. THAT a site plan review for elevations, floor plan, and site plan by the Planning and Zoning Commission is required prior to permitting the C-4 Specific Use for an event center; and**
- 3. THAT no apartments shall be allowed in the AM tract.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **R-2 and GO** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **13401 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 \_\_\_\_\_.

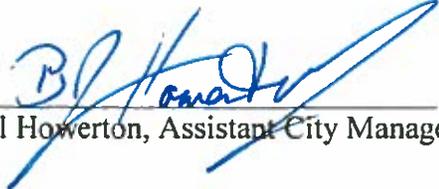
Passed by the City Council on second reading on \_\_\_\_\_.

\_\_\_\_\_  
DANIEL M. POPE, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC3257-D  
October 5, 2017

# ABACUS ENGINEERING SURVEYING

Texas Surveying No. 101153-00  
Texas Engineering Firm No. 4368



"Count on it"

2737 81ST STREET LUBBOCK, TEXAS 79423  
(806) 745-7870

## Proposed GO Zoning

Metes and Bounds Description prepared for Zone Change Purposes Only on an 4.3 Acre tract out of Section 1, Block AK, Lubbock County, Texas further described by metes and bounds as follows:

BEGINNING at a point which bears S 01°46'06" W, approximately 1648 feet from the Northwest corner of Section 1;

THENCE S 88°02'16" E, approximately 783 feet;

THENCE S 01°43'03" W, approximately 236 feet;

THENCE N 88°16'57" W, approximately 783 feet;

THENCE N 01°46'04" E, approximately 239 feet to the PLACE of BEGINNING, containing 4.3 Acres.

Prepared for Zone Change Purposes only, does not represent an actual survey.

## Proposed A-M Zoning

Metes and Bounds Description prepared for Zone Change Purposes Only on an 28.1 Acre tract out of Section 1, Block AK, Lubbock County, Texas further described by metes and bounds as follows:

BEGINNING at a point which bears S 01°46'06" W, approximately 1886 feet from the Northwest corner of Section 1;

THENCE S 88°16'57" E, approximately 783 feet;

THENCE S 01°43'03" W, approximately 70 feet;

THENCE Southeasterly, with a curve to the left having a radius of approximately 39 feet, a central angle of 89°45'19", a chord distance of approximately 55 feet, and a chord bearing of S 43°09'37" E;

THENCE S 88°02'16" E, approximately 183 feet;

THENCE S 01°46'06" W, approximately 1026 feet;

THENCE N 88°16'57" W, approximately 386 feet;

THENCE N 01°43'49" E, approximately 99 feet;

THENCE N 88°16'57" W, approximately 242 feet;

THENCE S 01°46'00" W, approximately 444 feet;

THENCE N 88°16'57" W, approximately 378 feet;

THENCE N 01°46'04" E, approximately 1481 feet to the PLACE of BEGINNING,  
containing 28.1 Acres.

Prepared for Zone Change Purposes only, does not represent an actual survey.

#### Proposed GO Zoning

Metes and Bounds Description prepared for Zone Change Purposes Only on an 5.4 Acre tract out of Section 1, Block AK, Lubbock County, Texas further described by metes and bounds as follows:

BEGINNING at a point which bears S 01°46'06" W, approximately 3367 feet from the Northwest corner of Section 1;

THENCE S 88°16'57" E, approximately 1005 feet;

THENCE S 01°46'06" W, approximately 236.55 feet;

THENCE N 88°02'16" W, approximately 1005 feet;

THENCE N 01°46'03" E, approximately 232.26 feet to the PLACE of BEGINNING,  
containing 5.4 Acres.

Prepared for Zone Change Purposes only, does not represent an actual survey.

### Proposed C4 Specific Use Zoning

Metes and Bounds Description prepared for Zone Change Purposes Only on an 2.5 Acre tract out of Section 1, Block AK, Lubbock County, Texas further described by metes and bounds as follows:

BEGINNING at a point which bears S 01°46'06" W, approximately 3367 feet and S 88° 16' 57" E, approximately 377 feet from the Northwest corner of Section 1;

THENCE N 01°46'00" E, approximately 444 feet;

THENCE S 88°16'57" E, approximately 242 feet;

THENCE S 01°43'49" W, approximately 444 feet;

THENCE N 88°16'57" W, approximately 242 feet to the PLACE of BEGINNING, containing 2.5 Acres.

Prepared for Zone Change Purposes only, does not represent an actual survey.

### Proposed R-1 Specific Use Zoning

Metes and Bounds Description prepared for Zone Change Purposes Only on an 3.1 Acre tract out of Section 1, Block AK, Lubbock County, Texas further described by metes and bounds as follows:

BEGINNING at a point which bears S 01°46'06" W, approximately 3367 feet and S 88° 16' 57" E, approximately 620 feet from the Northwest corner of Section 1;

THENCE N 01°43'49" E, approximately 345 feet;

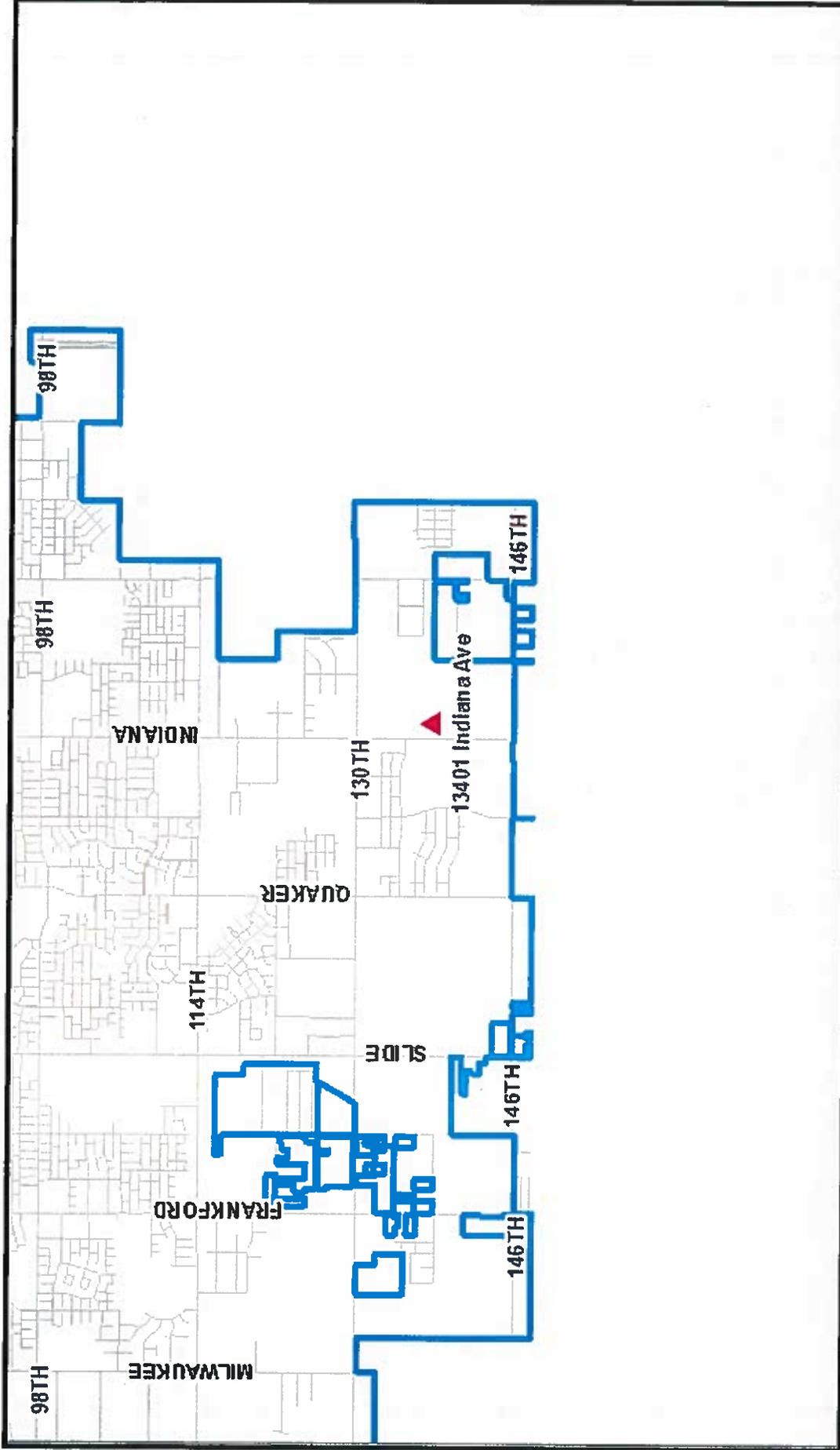
THENCE S 88°16'57" E, approximately 386 feet;

THENCE S 01°46'06" W, approximately 345 feet;

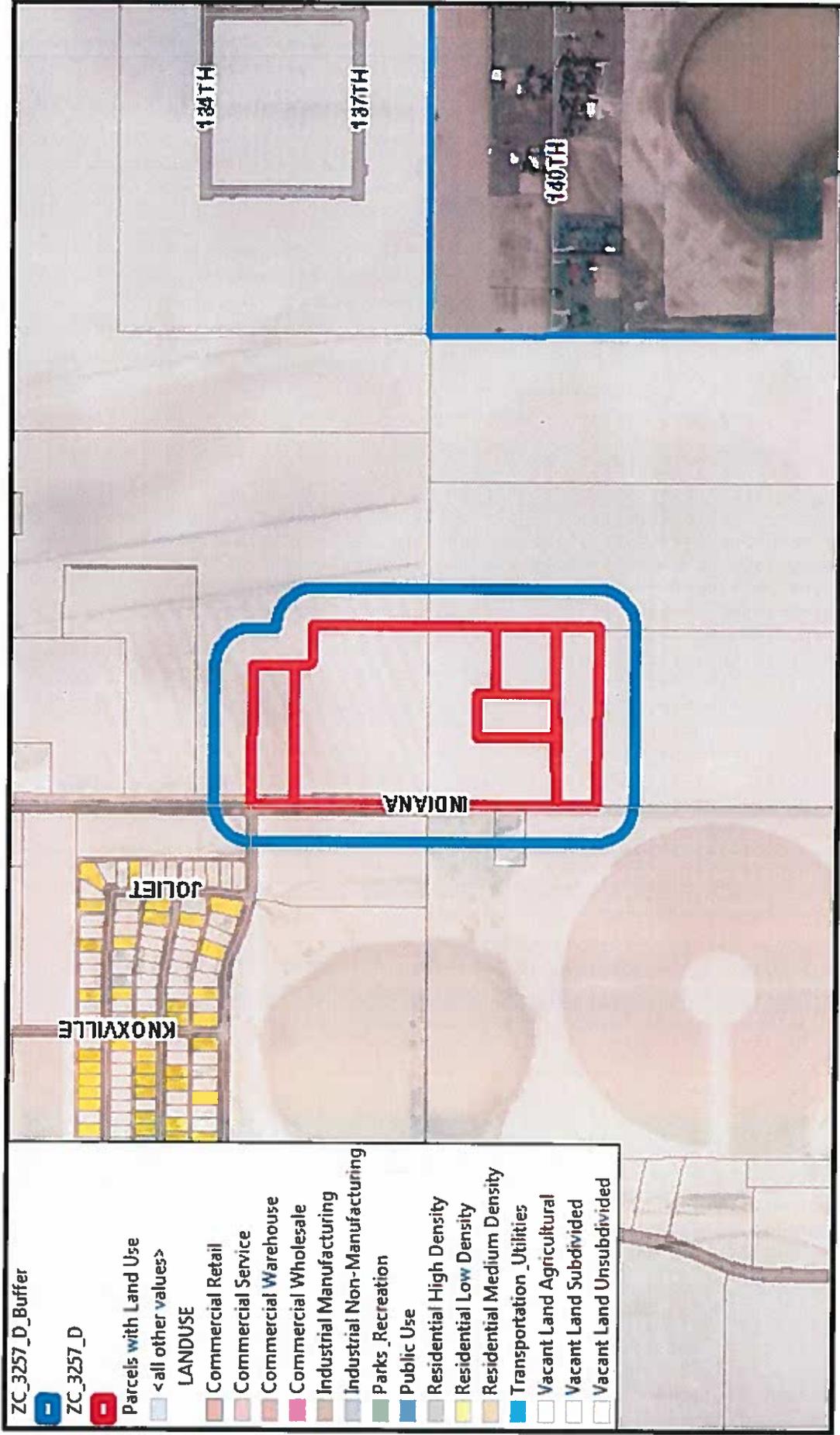
THENCE N 88°16'57" W, approximately 385 feet the PLACE of BEGINNING, containing 3.1 Acres.

Prepared for Zone Change Purposes only, does not represent an actual survey.



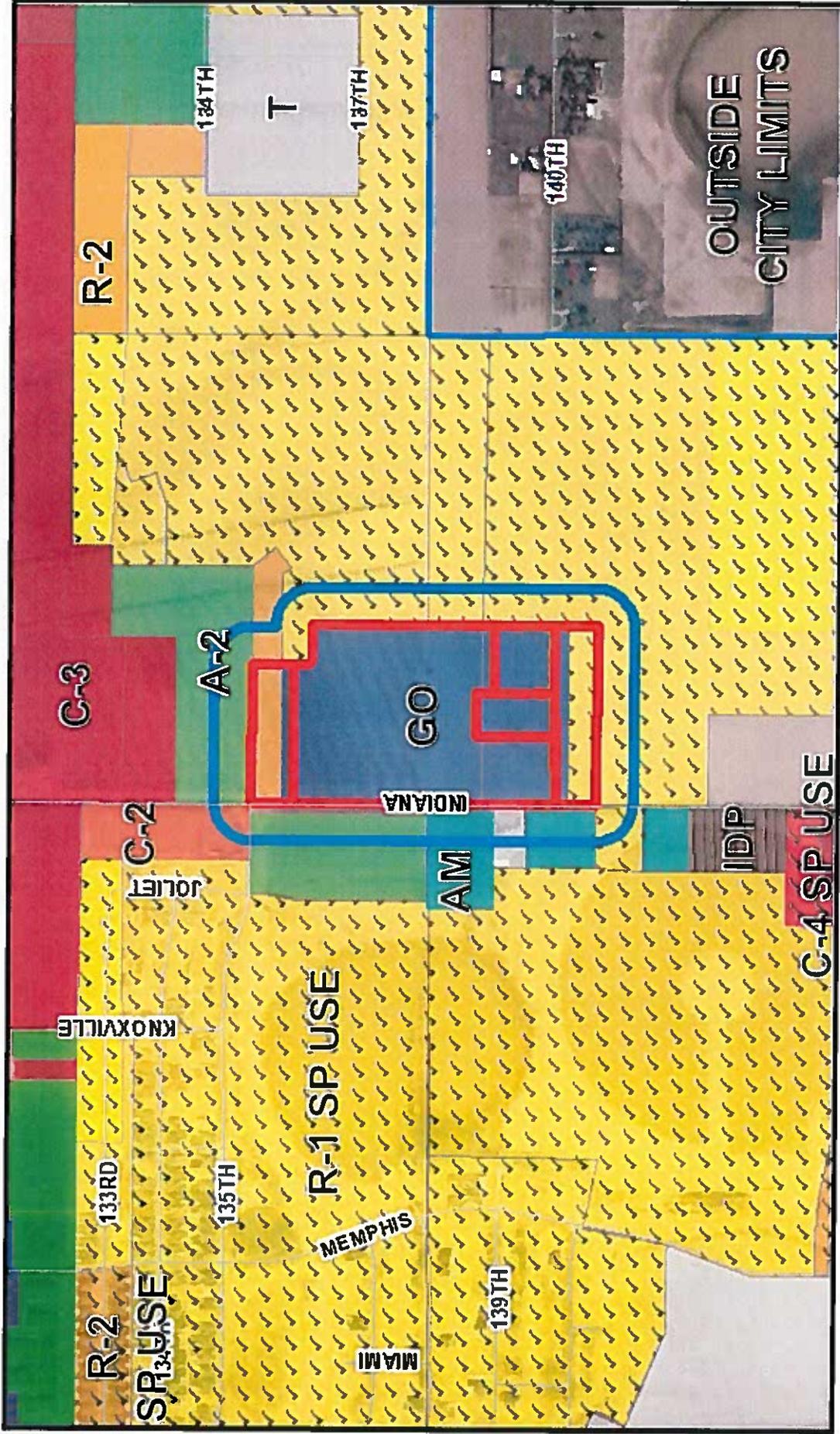


# P.Z.C. Case 3257-D

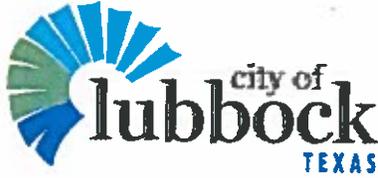


## P.Z.C. Case 3257-D

**Request of Burl W. Masters (for 1585 Development, LLC) for a zoning change from R-2 and GO to GO, AM, R-1, and C-4 Specific Use, 13401 Indiana Avenue**



## P.Z.C. Case 3257-D Zoning



APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print)

Dwight W. Masters

For 1505 Development LLC

P.O. Box 94890

Lubbock, TX 79493

(806) 543-6662

Street/Post Office Box

City State Zip

( ) Telephone

Location or Address:

135710 St. & Indiana Ave.

Legal Description:\*

SEE ATTACHED

Existing Land Use:

VAC

Existing Zoning:

GO

Acreage or Square Footage of Property:

43.3 AC.

Zoning Requested:

GO/AM / C-4 SP USE for EVENT CENTER R-1 SP USE

Proposed Development:

PROFESSIONAL OFFICE PARK

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

Yes

No

12 SEP 17

Applicant's Signature

Date

Filing Fee:

604.00

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

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

For City Use Only

Zone Case No.:

3257-D

Agenda No.:

Request for zoning change from:

R-2 and GO

To:

GO, AM, R-1, C-4 SP USE

43.3 acres of unplatted land out of block AK section 1

on Lot(s):

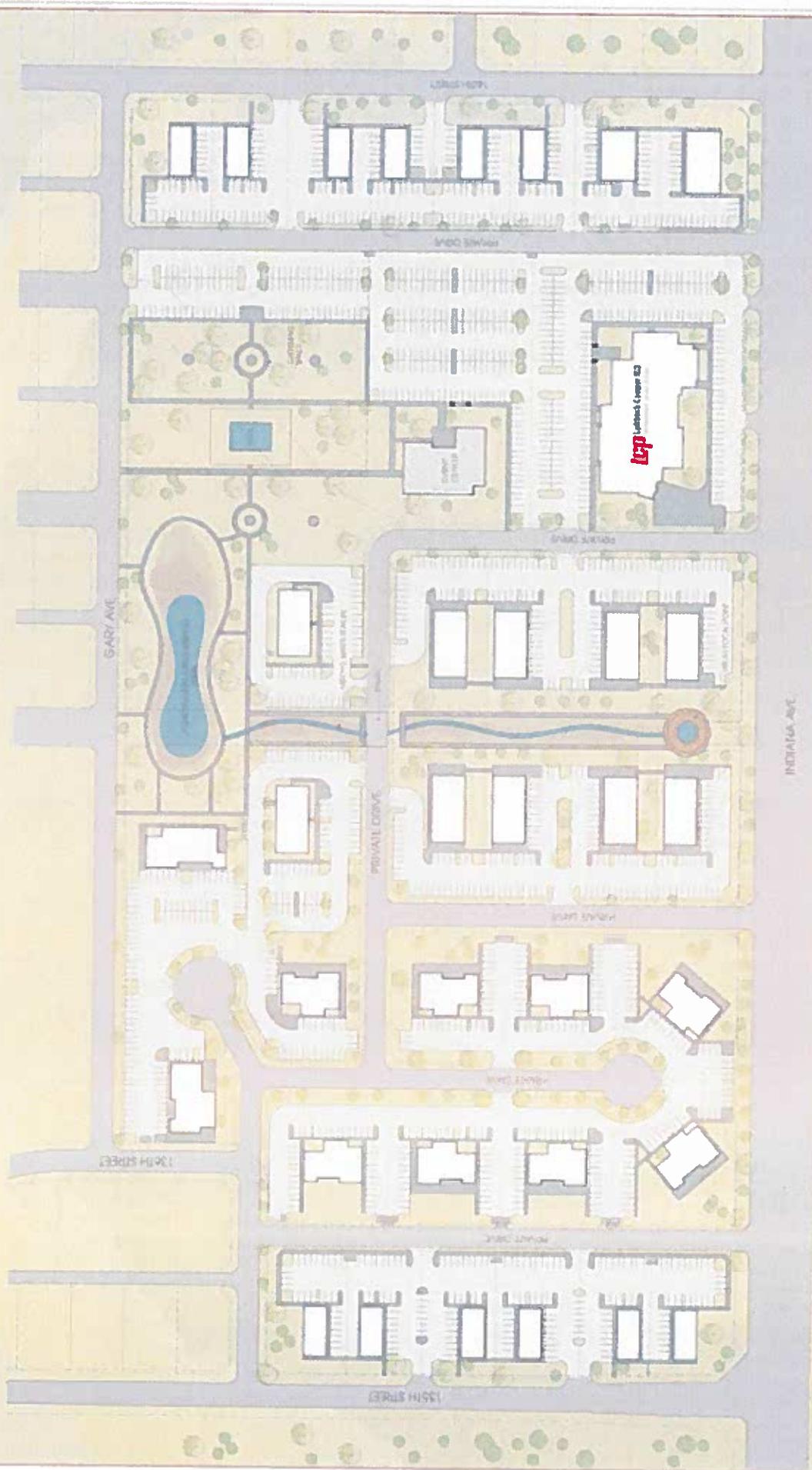
Block(s):

Subdivision:

Address:

13401 Indiana

LC

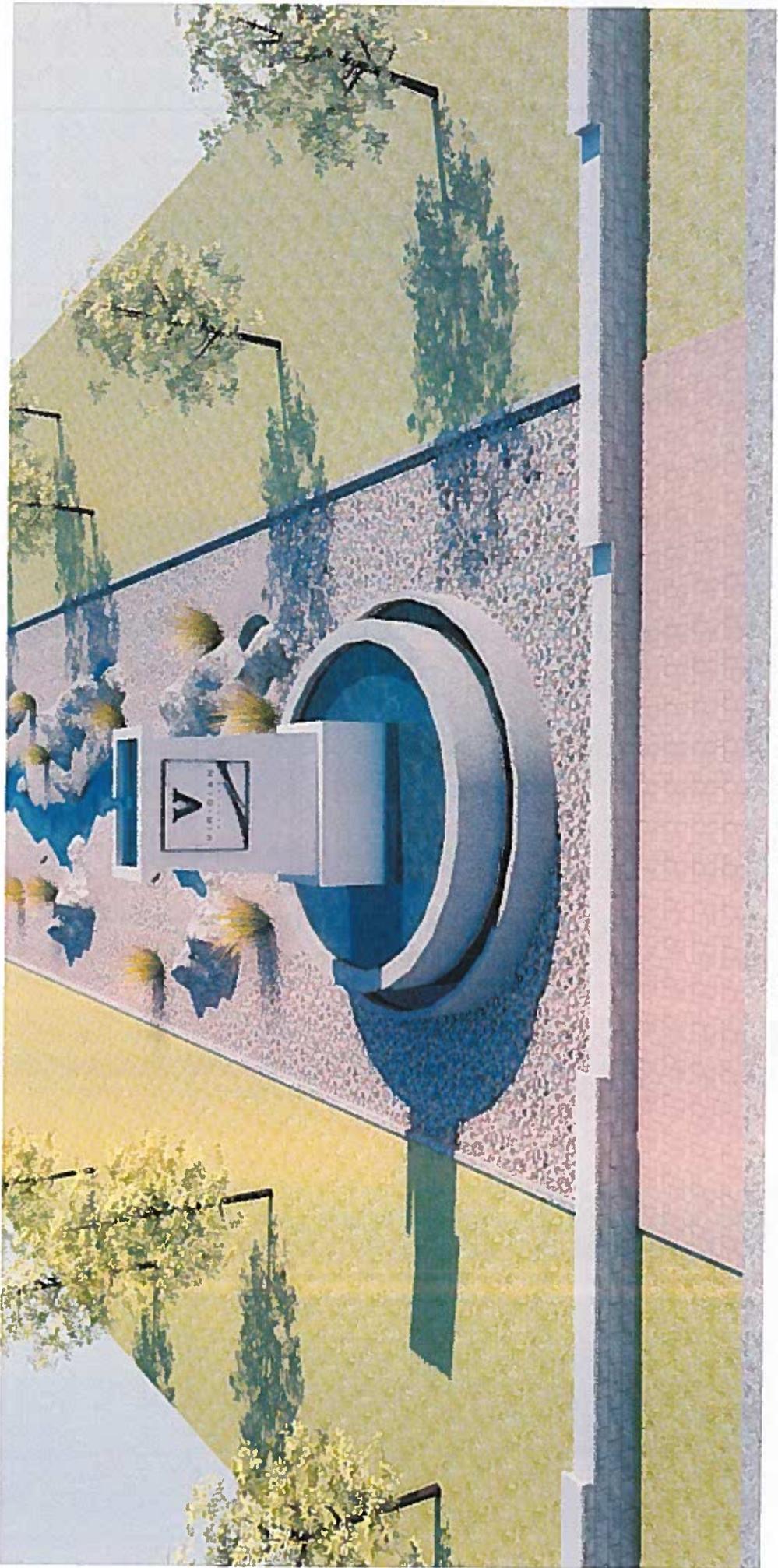


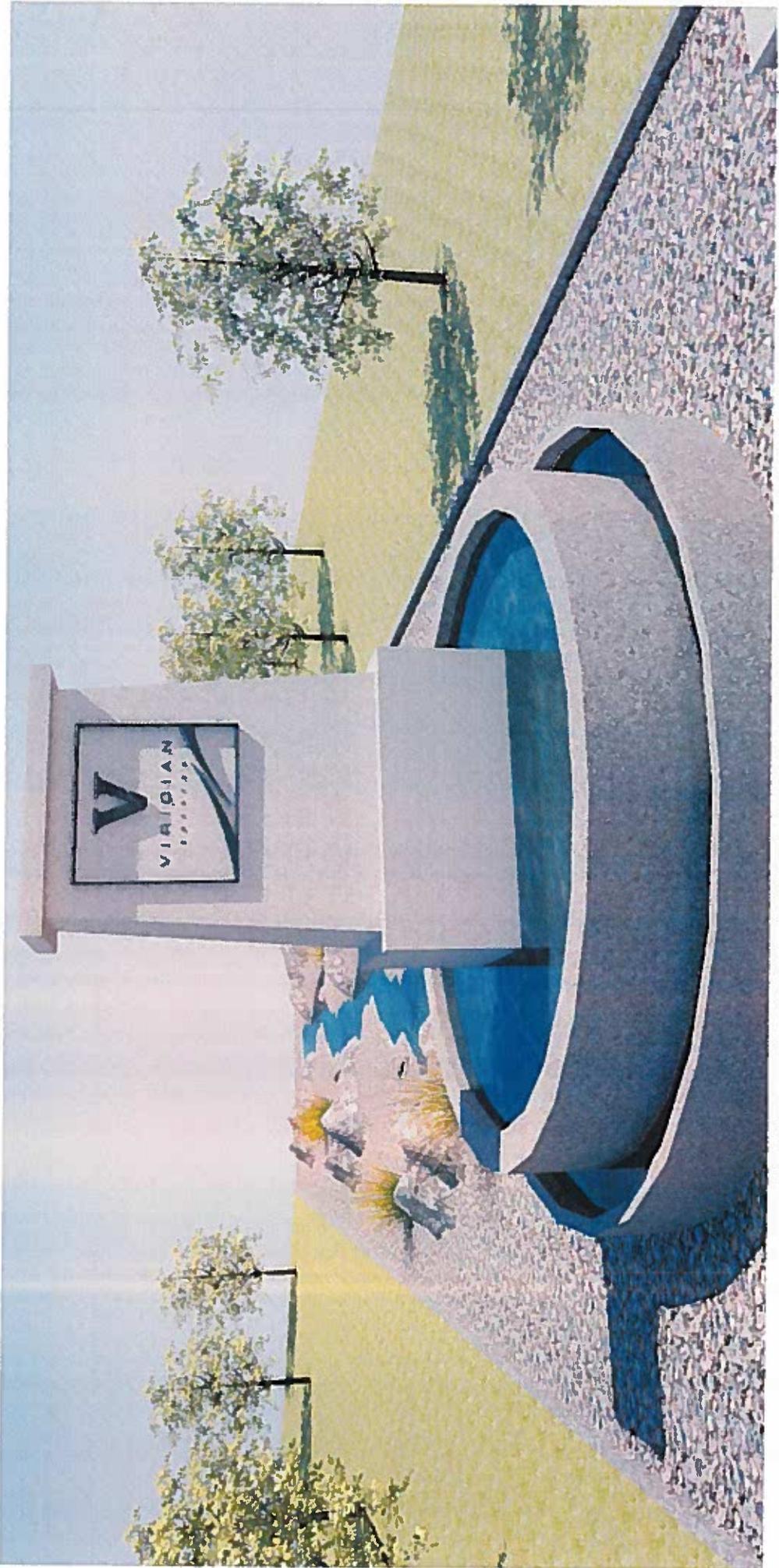
**V**  
VIRIDIAN

W  
CA  
WILSON JONES ARCHITECTS









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

11

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.: 3257-D

In Favor of

Opposed

Reasons and/or Comments:

*My only opposition is to an event center that would allow for the outside playing of music.*

Print Name Rex F. Robertson  
Signature: [Signature]  
Address: Kelsey Park  
Address of Property Owned: Kelsey Park

5 of 7

RECEIVED  
OCT 04 2017

BY: \_\_\_\_\_

Zone Case Number: **3257-D** 98622  
FORD DEVELOPMENT CORP  
16400 N DALLAS PKWY  
STE 140  
DALLAS TX 75248



## Regular City Council Meeting

7. 8.

Meeting Date: 11/02/2017

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### Information

#### Agenda Item

**Ordinance 2nd Reading – Planning:** Consider Ordinance No. 2017-O0142, for Zone Case 3312-A, a request of Hugo Reed and Associates, Inc., for In Touch Real Estate, Inc., for a zoning change from T to GO, AM, C-3, and C-4 Specific Use for mini-warehouses on 50.9 acres of unplatted land out of Block AK, Section 23, 10610 Upland Avenue, and consider an ordinance.

#### Item Summary

On October 26, 2017, the City Council approved the first reading of the ordinance.

#### General comments:

This is a multi-faceted request to allow multiple zoning districts across 50.9 acres to create a multi-family and commercial development. The request is for a zone change from T to GO, AM, C-3, and C-4. The board previously approved a similar zone change on this property in April of this year; however, the proponent withdrew the request prior to the City Council hearing as he was reconsidering development options.

#### Adjacent land uses:

North - Experience Life Church and single-family homes in the Windstone at Upland subdivision, zoned A-2 (High-Density Apartment) and R-1 (Single-Family)

South - Vacant land, zoned T

East - Director's Choice travel agency, single-family homes in the Gargoyle Estates subdivision, and vacant land, zoned GO, R-1, and T

West - Vacant land, zoned T

#### Comprehensive Land Use Plan (CLUP):

The CLUP has the majority of this parcel designated for low-density residential, with the exception of 10 acres of commercial designated on the southeast corner of the parcel (the northwest corner of 114th Street and Upland Avenue) and a small buffer of medium-high density residential designated adjacent to the commercial. The C-3 zoning is mostly consistent with the CLUP, with the exception that an additional 2.9 acres of commercial zoning is being requested beyond the designated 10 acres. The AM and GO zonings are a minor change to the CLUP, but the request is appropriate because they will serve as a buffer between the residential and commercial areas. Lastly, the C-4 Specific Use zoning is not consistent with the CLUP. However, limited only to mini-warehouses which is less impactful on the surrounding areas and as part of a large multi-district zone change, the request could potentially be considered appropriate.

#### Zoning Policy:

The AM and GO portions of the request are consistent with zoning policies, as these are both considered buffer districts and should be located adjacent to commercial zoning districts to serve as a buffer to the residentially zoned districts. The C-4 Specific Use zoning is not consistent with zoning policies, as commercial zoning districts should be located at the corner of two thoroughfares and extend no further than 660 feet from that intersection. Additionally, C-4 zoning is intended to provide for heavy retail and wholesale commercial uses and should be located on regional thoroughfares such as state or federal highways. Lastly, the 12.9 acres of C-3 zoning exceeds the policy of only allowing a maximum of 10 acres of commercially zoned property on each corner of the intersection of two thoroughfares and it extends further than 660 feet from the intersection along 114th Street.

Effect on the adjacent street and thoroughfare system:

The proposed C-3 zoning extends 848 feet from the intersection of 114th Street and Upland Avenue (188 feet more than the policy of allowing 660 feet), which could potentially cause a negative impact on traffic along this thoroughfare, as this would be considered strip commercial. Additionally, the C-4 Specific Use zoning is located nowhere near the intersection of the two thoroughfares and could cause additional impacts along Upland Avenue. However, the proposed use of mini-warehouses would likely have a lesser impact on traffic than a retail business. If apartments are built on the AM parcel, traffic could potentially become an issue if access is limited to the adjacent residential streets, 109th Street, Urbana Avenue, and 112th Street, none of which are collectors and are not designed to handle the amount of traffic generated by a large apartment complex. Lastly, the GO zoning should have little to no impact on the thoroughfare system.

Recommendations:

Staff recommends approval of the request with the following condition on the C-4 Specific Use parcel, and on October 5, 2017, the Planning and Zoning Commission recommended the request with a unanimous vote, with the following condition:

1. Limited to the proposed use of mini-warehouses and tied to the proposed site plan with the ability of staff to make minor adjustments.

### **Fiscal Impact**

None.

### **Staff/Board Recommending**

Bill Howerton, Assistant City Manager  
Planning and Zoning Commission

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### **Attachments**

Ordinance - 3312-A

Map - Zone Case 3312-A

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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. 3312-A; A ZONING CHANGE FROM T TO GO, AM, C-3; AND C-4 SPECIFIC USE FOR MINI-WEARHOUSES, ON 50.9 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 23, LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.**

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

WHEREAS, 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. 3312-A**

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

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **GO, AM, C-3; and C-4 Specific Use** for **mini-warehouses** on **50.9 acres of unplatted land out of Block AK, Section 23**, City of Lubbock, Lubbock County, Texas, located at **10610 Upland Avenue**, subject to conditions, and being further described as follows:

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

**SUBJECT TO THE FOLLOWING CONDITIONS:**

- 1. THAT the C-4 Specific Use zone change be limited to the use of mini-warehouses; and**
- 2. THAT the zone change be tied to the proposed site plan with the ability of staff to make minor adjustments.**

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 **10610 Upland 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

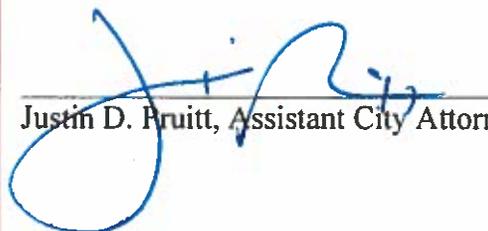
ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

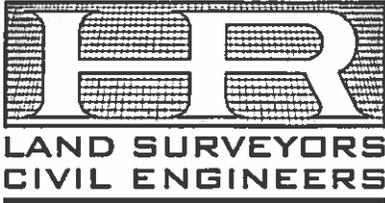
APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC3312-A  
October 5, 2017



## 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 14.9 acre tract of land being a portion of a 120.000 acre tract as described under County Clerk File Number 2015005928 of the Official Public Records of Lubbock County, Texas, located in Section 23, Block AK, Lubbock County Texas, being further described as follows:

**BEGINNING** at a point in the East line of said Section 23, Block AK, for the Northeast corner of said 120.000 acre tract, and the Northeast corner of this tract which bears N. 01°50'26" E. an approximate distance of 2640.3 feet from the Southeast corner of Section 23, Block AK, Lubbock County, Texas;

THENCE S. 01°50'26" W., along the Eastern boundary of said 120.00 acre tract and the East line of said Section 23, Block AK, an approximate distance of 310.7 feet to a point for the most Easterly Southeast corner of this tract;

THENCE N. 88°09'34" W. an approximate distance of 313.7 feet to a point;

THENCE S. 01°50'26" W an approximate distance of 768.6 feet to the most Southerly Southeast corner of this tract;

THENCE N. 88°09'34" W. an approximate distance of 333.4 feet to a point of curvature;

THENCE Northwesterly, along a curve to the right, said curve having an approximate radius of 570.0 feet, a central angle of 20°39'35", approximate tangent lengths of 103.9 feet, an approximate chord distance of 204.4 feet and a chord bearing of N. 77°49'46" W. to a point of intersection;

THENCE N. 17°04'17" E. an approximate distance of 148.6 feet to a point;

THENCE N. 01°50'26" E. an approximate distance of 765.6 feet to a point;

THENCE N. 88°10'28" W. an approximate distance of 123.1 feet to the most Westerly Northwest corner of this tract;

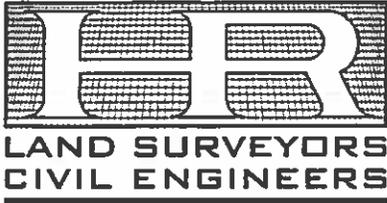
THENCE N. 01°49'32" E. an approximate distance of 133.5 feet to a point in the Northern boundary of said 120.000 acre tract for the most Northerly Northwest corner of this tract;

THENCE S. 88°10'28" E., along the Northern boundary of said 120.000 acre tract, an approximate distance of 932.3 feet to the Point of Beginning.

Contains 650,390 square feet.

**PREPARED FOR ZONE CHANGE PURPOSE, DOES NOT REPRESENT AN ACTUAL SURVEY.**

Prepared for In Touch Real Estate, Inc.  
September 11, 2017



## 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 AM Zoning

**METES AND BOUNDS DESCRIPTION** of an approximate 17.6 acre tract of land being a portion of a 120.000 acre tract as described under County Clerk File Number 2015005928 of the Official Public Records of Lubbock County, Texas, located in Section 23, Block AK, Lubbock County Texas, being further described as follows:

**BEGINNING** at a point, in the Eastern boundary of said 120.000 acre tract and the East line of said Section 23, Block AK, for the Northeast corner of this tract which bears N. 01°50'26" E. an approximate distance of 1561.0 feet from the Southeast corner of Section 23, Block AK, Lubbock County, Texas;

**THENCE** S. 01°50'26" W., along the Eastern boundary of said 120.00 acre tract and the East line of said Section 23, Block AK, an approximate distance of 899.0 feet to a point for the Southeast corner of this tract;

**THENCE** N. 88°09'34" W. an approximate distance of 848.2 feet to a point for the Southwest corner of this tract;

**THENCE** N. 01°50'26" E. an approximate distance of 935.7 feet to a of intersection at the Northwest corner of this tract;

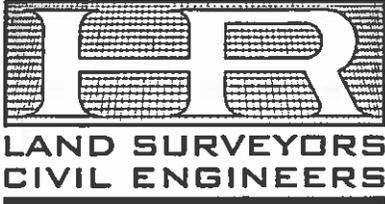
**THENCE** Southeasterly, along a curve to the left, said curve having an approximate radius of 570.0 feet, a central angel of 20°39'35", approximate tangent lengths of 103.9 feet, an approximate chord distance of 204.4 feet and a chord bearing of S. 77°49'46" E. to a point of tangency;

**THENCE** S. 88°09'34" E. an approximate distance of 647.1 feet to the Point of Beginning.

Contains 764,975 square feet.

**PREPARED FOR ZONE CHANGE PURPOSE, DOES NOT REPRESENT AN ACTUAL SURVEY.**

Prepared for In Touch Real Estate, Inc.  
September 11, 2017



## 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 G.O. Zoning

**METES AND BOUNDS DESCRIPTION** of an approximate 5.5 acre tract of land being a portion of a 120.000 acre tract as described under County Clerk File Number 2015005928 of the Official Public Records of Lubbock County, Texas, located in Section 23, Block AK, Lubbock County Texas, being further described as follows:

**BEGINNING** at a point, in the Eastern boundary of said 120.000 acre tract and the East line of said Section 23, Block AK, for the Southeast corner of this tract which bears N. 01°50'26" E. an approximate distance of 1561.0 feet from the Southeast corner of Section 23, Block AK, Lubbock County, Texas;

N. 88°09'34" W. and approximate distance of 313.7 feet to the Southwest corner of this tract;

THENCE N. 01°50'26" E. an approximate distance of 768.6 feet to a point for the Northwest corner of this tract;

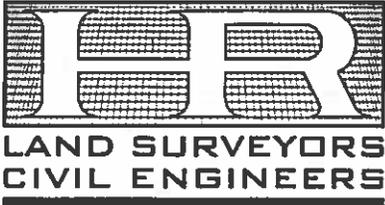
THENCE S. 88°09'34" E. an approximate distance of 313.7 to a point in the Eastern boundary of said 120.000 acre tract and the East line of said Section 23, Block AK, for the Northeast corner of this tract;

THENCE S. 01°50'26" W., along the Eastern boundary of said 120.00 acre tract and the East line of said Section 23, Block AK, an approximate distance of 768.6 feet to the Point of Beginning.

Contains 241,162 square feet.

**PREPARED FOR ZONE CHANGE PURPOSE, DOES NOT REPRESENT AN ACTUAL SURVEY.**

Prepared for In Touch Real Estate, Inc.  
September 11, 2017



## HUGO REED AND ASSOCIATES, INC.

1801 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-3 Zoning

**METES AND BOUNDS DESCRIPTION** of an approximate 12.9 acre tract of land being a portion of a 120.000 acre tract as described under County Clerk File Number 2015005928 of the Official Public Records of Lubbock County, Texas, located in Section 23, Block AK, Lubbock County Texas, being further described as follows:

**BEGINNING** at the Southeast corner of said 120.000 acre tract, for the Southeast corner of this tract, same being the Southeast corner of Section 23, Block AK, Lubbock County, Texas;

**THENCE N. 88°10'33" W.**, along the Southern boundary of said 120.000 acre tract and the South line of said Section 23, Block AK, an approximate distance of 848.2 feet to a point for the Southwest corner of this tract:

**THENCE N. 01°50'26" E.** an approximate distance of 662.2 feet to a point for the Northwest corner of this tract;

**THENCE S. 88°09'34" E.** an approximate distance of 848.2 feet to a point in the Eastern boundary of said 120.000 acre tract and the East line of said Section 23, Block AK, for the Northeast corner of this tract;

**THENCE S. 01°50'26" W.**, along the Eastern boundary of said 120.00 acre tract and the East line of said Section 23, Block AK, an approximate distance of 662.0 feet to the Point of Beginning.

Contains 561,622 square feet.

**PREPARED FOR ZONE CHANGE PURPOSE, DOES NOT REPRESENT AN ACTUAL SURVEY.**

Prepared for In Touch Real Estate, Inc.  
March 1, 2017

98TH & UPLAND L.T.D.  
CCFN 2014000793

ELFE DALPOY  
CCFN 2010014546

EXPERIENCE LIFE, TRACT A  
PLAT RECORDED CCFN 2012013374

595.0'

30' EASEMENT AND R.O.W.  
SPS VOL. 844, PG. 439

30' EASEMENT AND R.O.W.

932.3' SPS VOL. 844, PG. 439

30' EASEMENT AND R.O.W.  
SPS VOL. 844, PG. 439

N01°49'32"E  
133.5'

123.1'

S88°10'28"E

**C-4 SPEC USE**

650,390 s.f.  
14.9 Acres

N88°09'34"W  
313.7'

POINT OF BEGINNING  
THIS POINT BEARS N01°50'26"E  
APPROXIMATELY 2640.3 FEET  
FROM THE SOUTHEAST CORNER  
OF SECTION 23, BLOCK AK

DEVONSHIRE ESTATES  
TRACT A

POSSIBLE FUTURE RESIDENTIAL

DIRECTOR'S CHOICE, LLP  
( Vol. 8132, Pg. 236 )

109TH STREET  
( Vol. 9283, Pg. 68 )

DIRECTOR'S CHOICE, LLP  
( Vol. 8132, Pg. 236 )

POINT OF BEGINNING  
THIS POINT BEARS N01°50'26"E APPROXIMATELY  
1561.0 FEET FROM THE SOUTHEAST CORNER  
OF SECTION 23, BLOCK AK

N17°04'17"E  
148.6'

N01°50'26"E

768.6'

**GO**

241,162 s.f.  
5.5 Acres

UPLAND AVENUE

109TH STREET

S88°09'34"E

313.7'

CH=204.4'

**AM**

764,975 s.f.  
17.6 Acres

899.0'

N01°50'26"E

N88°09'34"W

848.2'

PLAYA

VERNON C. FARTHING, JR. and  
CHRISTIE A. FARTHING  
( Vol. 6626, Pg. 227 )

**C-3**

561,622 s.f.  
12.9 Acres

662.2'

112TH STREET

662.0'

POINT OF BEGINNING  
SOUTHEAST CORNER  
SECTION 23, BLOCK AK

OR 7300 (114TH STREET)  
(GRADED)

APPROX. 30' OCCUPIED R.O.W.  
NO EASEMENT FOUND FOR R.O.W.

N88°10'33"W

848.2'

SECTION 14, BLOCK AK

ENL. DE BITA ANN ESTATE TRUST  
( CCFN 201103954 )

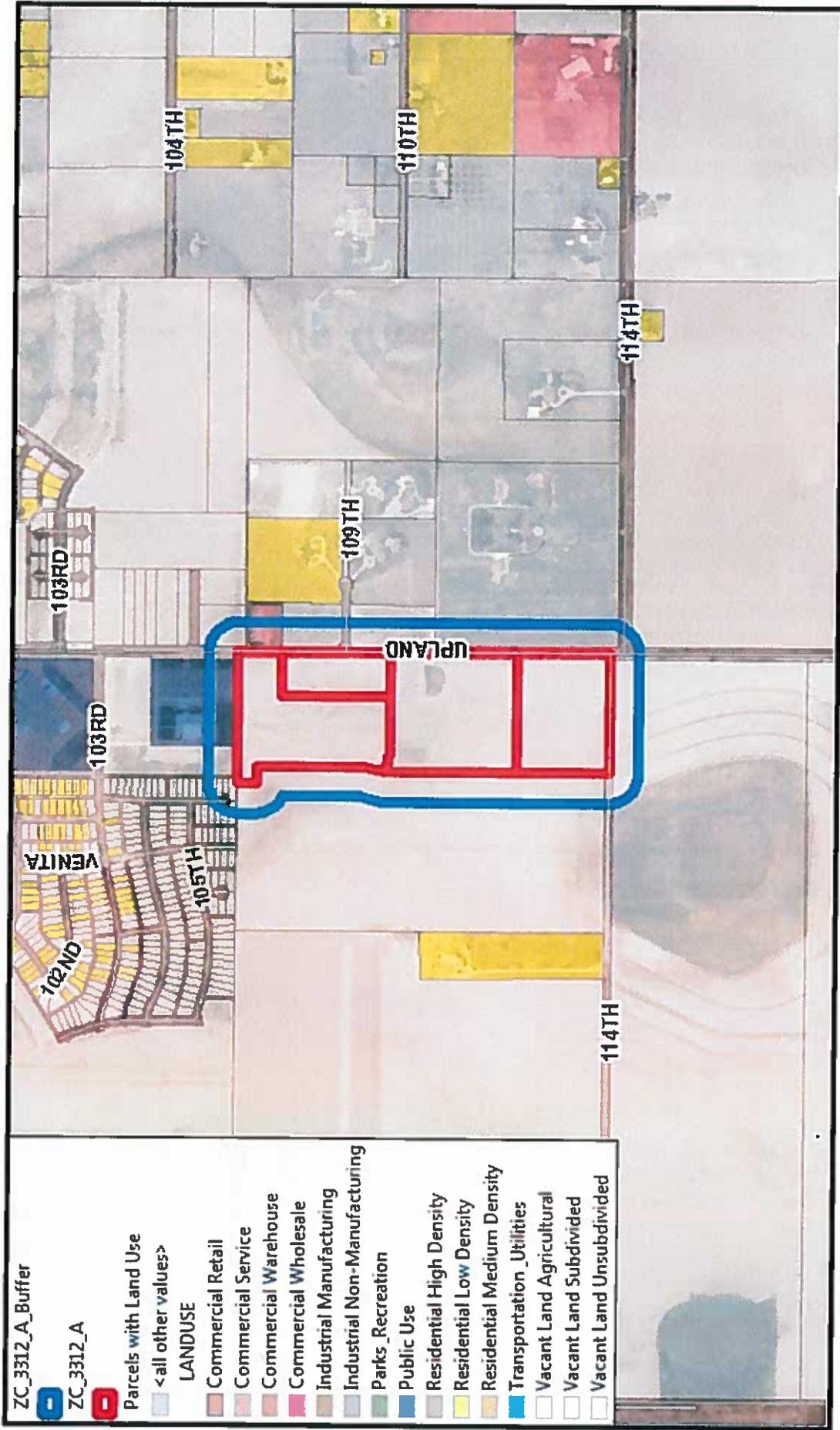
September 12, 2017



Not to Scale

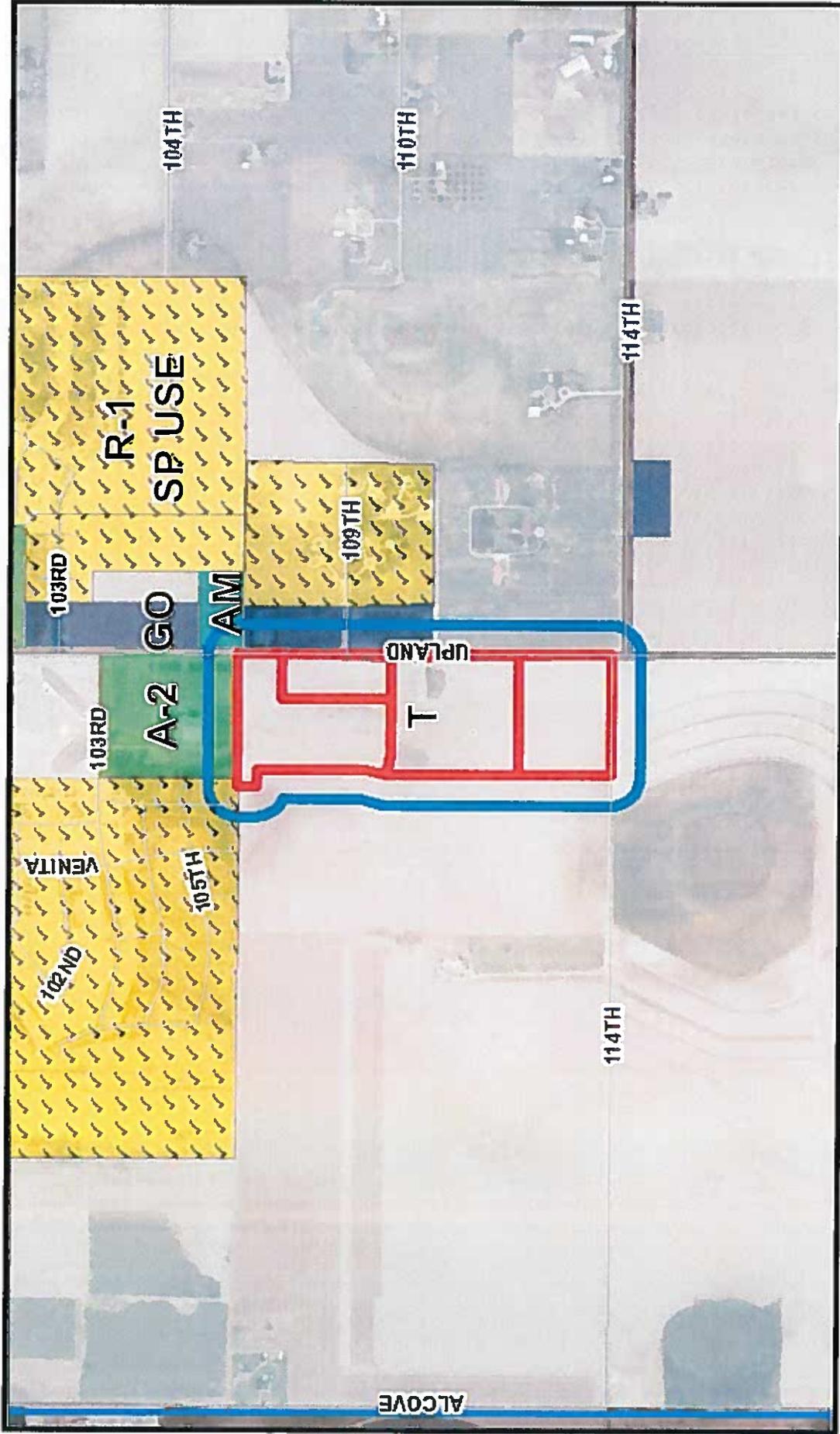
**HR HUGO REED AND ASSOCIATES, INC.**  
 LAND SURVEYORS  
 CIVIL ENGINEERS  
 1801 AVENUE N  
 LUBBOCK, TEXAS 79401  
 PHONE: 808 / 783-8842  
 TEXAS LICENSED SURVEYING FIRM 100279-00  
 TEXAS REGISTERED ENGINEERING FIRM F-780  
 FAX: 808 / 783-3881



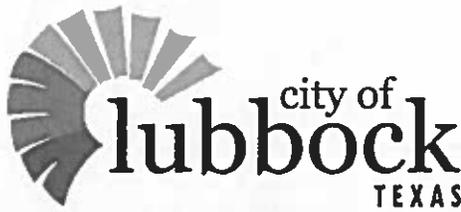


## P.Z.C. Case 3312-A

Request of Hugo Reed and Associates, Inc. (for In Touch Real Estate, Inc.) for a zoning change from T to GO, AM, C-3, and C-4 Specific Use for mini-warehouses, 10610 Upland Avenue



# P.Z.C. Case 3312-A Zoning



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 In Touch Real Estate, Inc.
3110 Frankford Avenue
Street/Post Office Box
Lubbock, Texas 79407
City State Zip
(806) 789-6087
Telephone

Location or Address: 114th Street and Upland Avenue

Legal Description: See metes and bounds descriptions attached

Existing Land Use: Vacant Existing Zoning: T

Acreage or Square Footage of Property: 50.9 acres

Zoning Requested: GO, AM, C-3, C-4 Specific Use

Proposed Development: Unspecified office, multi-family, retail, and self-storage

If property is not subdivided, will preliminary plat be submitted? Yes No X

Terry Holman
Applicant's Signature

September 11, 2017
Date

Filing Fee: \$625 (In Touch #5746)
(\$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.

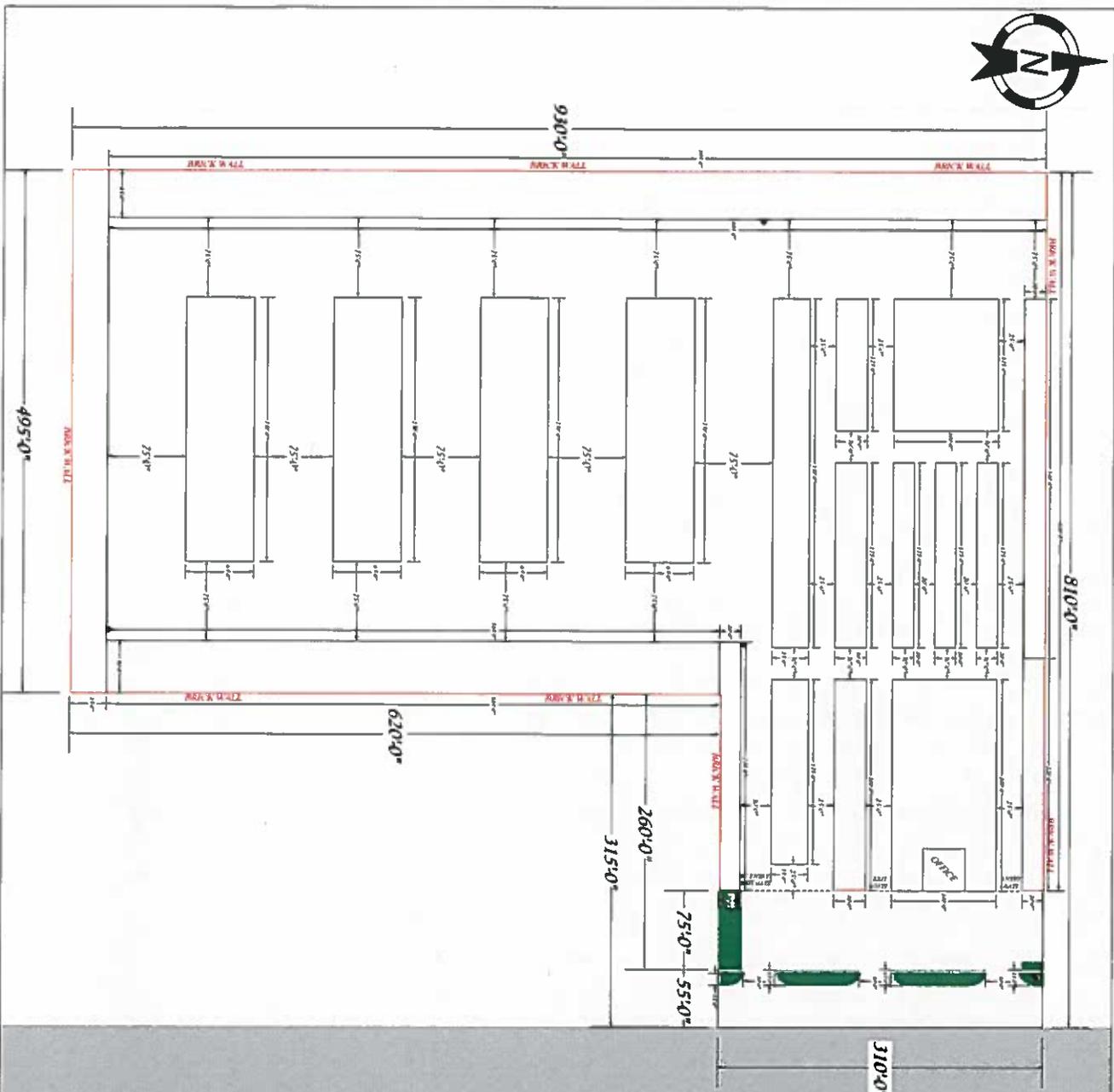
Zone Case No.: 3312-A For City Use Only m+B map 43
Agenda No.:

Request for zoning change from: T To: GO, AM, C-3, C-4 sp use
50.9 acres of unplatted land out of block AK Section 23

on Lot(s):
Subdivision:

Block(s):
Address: 10510 Upland Ave

KL



**UPLAND AVE.**

**UPLAND AVE.**



**OFFICE EXAMPLE**



**EXAMPLE OF WROUGHT IRON FENCING AND COMPUTERIZED GATES.**



**EXAMPLE OF OUTSIDE PERIMETER BRICK WALLS.**



**EXAMPLE OF SURFACE MOUNTED EXTERIOR LIGHTING- WALL PACKS.**

**1109<sup>TH</sup> AND UPLAND**

DRAWING BY:  
**JOSHUA GARY**

**GARGOYLE STEEL STRUCTURES**  
3110 FRANKFORD AVENUE  
LUBBOCK TEXAS 79407



**DESIGN**

REVISIONS:

DATE:

DESIGNED BY:  
UPLAND DESIGN  
LUBBOCK, TX  
8-30-16

SHEET  
**S1**  
OF  
**1**



**Regular City Council Meeting**

**7. 9.**

**Meeting Date:** 11/02/2017

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**Information**

**Agenda Item**

**Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Contract 13649 with Primitive Social, LLC, for Website Design and Content Management System.

**Item Summary**

One of the priorities of the City Council is to improve the City’s web presence. Information Technology and Public Information released a Request for Proposal (RFP) 18-13649-SS in late September. Staff evaluated the proposals using the following criteria:

- Responsiveness: Complete responsiveness to all written specifications and requirements contained in this RFP (15%)
- Implementation Plan: Efficiency and comprehensiveness of the methods used for performing and managing the project (25%)
- Qualifications: Overall qualifications and experience in providing similar services. (25%)
- Personnel Qualifications: Professional personnel who will be assigned to the project (15%)
- Cost (20%)

The following companies responded:

Firm	Score
Primitive Social of Lubbock, TX	330
CivicLive of Scotts Valley, CA	318
Vision Technology Solutions of El Segundo, CA	305
Smooth Fusion, Inc. of Lubbock, TX	287
The Richards Group of Dallas, TX	272
CivicPlus of Manhattan, KS	256
Rumor Advertising of Salt Lake City, UT	245
Three 29 Media of Sacramento, CA	232
Software Studio 365 of Dallas, TX	225
Solodev of Orlando, FL	197
AmericanEagle.com of Des Plains, IL	178
22nd Century Technologies of Somerset, NJ	165
Q+M of Ann Arbor, MI	160
Neumeric Technologies of Westerville, OH	127
Yoodle of Overland Park, KS	123

Primitive Social, CivicLive and Vision Technology Solutions were invited for on-site presentations.

Based on responses received, the evaluation committee recommends award of the contract to Primitive Social, LLC.

**Fiscal Impact**

The contract is for \$104,500, and is budgeted in the FY2017-18 Information Technology Operating Budget.

**Staff/Board Recommending**

Mark Yearwood, Assistant City Manager

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**Attachments**

Resolution Primitive Social  
Contract 13649 Primitive Social

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**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Professional Services Contract No. 13649 for website design and content management system services as per RFP 18-13649-SS, by and between the City of Lubbock and Primitive Social, LLC, 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:

  
\_\_\_\_\_  
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Ryan Brooke, Assistant City Attorney



**City of Lubbock, TX**  
**Website Design and Content Management System**  
**Service Agreement**

This Service Agreement (this “Agreement”) is entered into as of the 2nd day of November (“Effective Date”) by and between Primitive Social, LLC. (the Contractor), and the City of Lubbock (the “City”).

**RECITALS**

WHEREAS, the City has issued a Request for Proposal 18-13649-SS Website Design and Content Management System.

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

WHEREAS, Contractor desires to perform as an independent Contractor to provide Website Design and Content Management System, upon terms and conditions maintained in this Agreement; and

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

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

1. This Agreement
2. Exhibit A – General Requirements
3. Exhibit B – Best and Final Offer - Price Sheet
4. Exhibit C – Proposal
5. Exhibit D – Insurance

**Scope of Work**

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

**Article 1 Services**

- 1.1 The contract shall be a one-time service, said date of term beginning upon formal approval. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this proposal and resulting contract. The contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.
- 1.2 This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. 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.

- 1.3 The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement, whatsoever, without prior consent of the City.
- 1.4 All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the Agreement, the City will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Contractor on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the date of termination.

## **Article 2 Miscellaneous.**

- 2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions. This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.
- 2.2 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.
- 2.3 This Agreement may be executed in counterparts, each of which shall be deemed an original.
- 2.4 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.
- 2.5 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.
- 2.6 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.
- 2.7 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within 30 days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.
- 2.8 At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such

overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

- 2.9 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 do.
- 2.10 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 document, this provision shall control.

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

CITY OF LUBBOCK, TX:

CONTRACTOR:

\_\_\_\_\_  
Daniel M. Pope, Mayor

\_\_\_\_\_  
Contractor's Signature

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

\_\_\_\_\_  
Printed Name

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Mark Yearwood, Assistant City Manager

\_\_\_\_\_  
Title

APPROVED AS TO FORM:

\_\_\_\_\_  
Ryan Brooke, Assistant City Attorney

**City of Lubbock, TX  
RFP 18-13649-SS  
Website Design and Content Management System**

**II. GENERAL REQUIREMENTS**

**1 INTENT**

The City of Lubbock, Texas has an extremely large amount of online content and a long history of providing voluminous online web information to its citizens. This accomplished by spreading the responsibility of publishing over City departments and groups. Over time, this has introduced problems with the City's web site: old content, broken links, inconsistency in look and feel of the web site, disorganization of content, out dated contact information, duplicate information, inability for web site searches, nonresponsive to or inconsistent response to user agents, and in general the site has become hard to use. To resolve these issues, the City of Lubbock, Texas is asking for solution proposals to reorganize, simplify and manage its web sites. The estimated budget for the project is \$130,000.

**2 REQUIREMENTS**

**Content Management System (CMS)**

- CMS must scale to allow management of multiple domains without incurring additional license expenses.
- CMS must allow secure management of content, including the ability to control publishing of content by username/password and group membership.
- CMS should integrate with Active Directory or LDAP.
- Allow entry and editing of article text and graphics using a GUI and drag-and-drop methods.
- Post news releases to the website.
- Send news releases via the CMS.
- Create contact lists on the CMS.
- Analytics provided on the CMS.
- CMS must be able to create "dash boards" based on various metrics.

**Universal Features**

- Website design must be responsive to user agents and configured to be so once at a top level of the website to be inclusive to all parts of the web site. Special accommodation must be made for mobile devices. Website design must be responsive with layout adjustable automatically to mobile devices.
- Website must be able to translate text on the site to Spanish from any given web page with a consistent access to that functionality across all pages.

- Each web page must provide access to the City's Facebook, Twitter, Contact calendar, 311 and us with a consistent access to that functionality across all pages. Department pages able to adjust social media links to their department social media pages.
- Each web page will provide access to a user customizable site search page with a consistent access to that functionality across all pages.
- The full City website shall be navigable from any one page on the website.
- The breakdown of navigation from each page shall be clean, concise and relevant to the citizens of the City of Lubbock.
- All pages accessed directly from links on a linking page shall employ breadcrumbs to indicate the linked page's access lineage.
- Access the following URL to see a prototype of ideas for the new City of Lubbock web site: <https://xd.adobe.com/view/0cb33c11-59f2-4b3a-825c-1f524006f6f4/>

### **CMS Content Enforcement**

- Page presentation will be organized into four (4) schemas: Home page, Department page, sub-department page and unique page.
- The CMS must enforce compliance with these schemas.
- Exact layout of these schemas should enforce the Universal Features while providing a clean, modern look that is responsive to all user agents. While a consistent structure shall be provided for each schema, its exact content shall be manageable by the party responsible for that content.
- The CMS should separate content from format sufficiently so that it is reasonably possible to change most or all aspects of the overall "look and feel," site wide, by changing the centralized template.
- The schemas from an administratively provided set shall enforce multiple color schemes.

### **Custom Content Provisions**

#### Homepage Content

- News List with set number of items to view with button to click directing to news release page with all news releases.
- Events List with set number of items to view with button to click directing to full calendar page.
- Meetings List with set number of items to view with button to click directing to full calendar page.
- Image carousel option with image able to be made clickable to direct to various pages or news releases.
- Flexible space for required buttons.
- Quick Links area for top eight visited pages, with analytics that tracks most visited pages and updates the homepage icon section to match the most visited pages.

#### News Releases Content Page

- News releases will display an administratively configurable number of current items.
- A provision will be available for end user to display all items.
- Various filters available for aid in searching news releases such as year and month filters.

- News releases shown on departmental pages will come from the single, master list of news releases.
- News releases shown on a departmental page show news release content for only that department. The filtering from the single, master list of new releases done automatically based on departmental context.

#### Calendar Page of Events and Meetings Content Page

- Events and meetings will display an administratively configurable number of items from a single master list of events and meetings on the homepage.
- A provision will be available for end user to display all items. Default to display all items will be calendar view, provide option to view a list view.
- Various filters available for aid in searching events and meetings, such as by events, by meetings, events by department, meetings by board or commission, show all by month, current week, upcoming week, past week.
- Events and meetings shown on departmental pages will come from the single, master list of events and meetings.
- Events and meetings shown on a departmental page show event and meeting content for only that department. The filtering from the single, master list of events and meetings done automatically based on departmental context.
- Days with multiple events should clearly indicate events hidden and shall be drillable to display entire content for the day. It is preferable to show all events per day, not just a few.

#### Contact Us (Form)

- A customizable contact us form will be available for all pages
- In addition to the page owner's designee as recipient, a copy of submissions provided to the overall site's administrator.
- Form submission allowed only with captcha and verification of submitter e-mail address.

#### **Web Content Delivery**

- All web site content compatible with and deployed in the City of Lubbock Azure tenant.
- CMS must be compatible with Azure Windows and MSSQL 2016 or newer servers.
- IIS used for the web server.

#### **Web Content Migration to New CMS**

- Training for CMS administrator for administrative functions.
- Training for CMS server administrators.
- Training for CMS content providers.

#### **Web Content Migration to New Website**

##### Option 1

- Provide skeleton for content migration.
- Provide project management consulting for migration.

- Provide technical consulting on as needed basis as City content providers make migration.

#### Option 2

- Provide full migration of current content (preferred).

### **3 EVALUATION CRITERIA**

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

- a) Responsiveness: Complete responsiveness to all written specifications and requirements contained in this RFP (15%)
- b) Implementation Plan: Efficiency and comprehensiveness of the methods used to performing and managing the project (25%)
- c) Qualifications: Overall qualifications and experience in providing similar services. (25%)
- d) Personnel Qualifications: Professional personnel who will be assigned the project (15%)
- e) Cost (20%)

### **4 PROPOSAL FORMAT**

- a) Proposals should provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the City.
- b) The proposal should be in a single volume where practical. All documentation submitted with the proposal should be in that single volume.
- c) If the proposal includes any comment over and above the specific information requested in the RFP, it is to be included as a separate appendix to the proposal.
- d) The proposal must be organized into the following response item sections and submitted in an indexed binder.
  - i) Cover letter addressed to the Honorable Mayor and City Council that states the Proposer's understanding of the services to be provided. Include any additional information believed necessary that is not requested elsewhere in the RFP.
  - ii) A description of the methodology to be used to complete the project to include, but not be limited to, how recommendations will be formulated and commitment of adequate appropriate resources to the project.
  - iii) Proposer's specific expertise in areas pertinent to the project to include a listing and brief description of similar projects completed (with the dates of completion) or in progress and a list of references by name, address, and telephone number for each project listed.
  - iv) A brochure of past work, with emphasis on comparable projects.
  - v) List of principal(s) of the Proposer's and amount of time that principal(s) will be involved in the project.
  - vi) List of other professionals to be used, if applicable, with a record of experience in projects of this nature. Identification of principal(s) and percentage of time the principal(s) will be involved in the project.

- vii) The organizational structure of the employees who will be assigned to this project along with resumes of those individuals. If a joint venture is expected, then provide the organizational structure of the sub-contractor and resumes of those persons who will be involved in the project.
- viii) The Proposer must assure the City that he/she will to the best of his/her knowledge, information and belief, be cognizant of, comply with, and enforce, where applicable and to the extent required, all applicable federal or state statutes and local ordinances including, but not limited to the Davis-Bacon Federal minimum wage requirements.
- ix) Describe the Proposer's methodology for handling errors and omissions.
- x) Disclosure of any obligations posing a potential conflict of interest, including service on City boards and/or commissions and any current contracts with the City of Lubbock. This would apply to the Proposer as well as consultants subcontracted by the Proposer.
- xi) Any material which the proponent wishes to submit and which is not specifically requested in the above categories.
- xii) Proposer's are strongly encouraged to explore and implement methods for the utilization of local resources, and to outline how they would address outreach issues in their proposal. It is also the desire of the City that the City of Lubbock program serve, as much as practicable, to stimulate growth in all sectors of the local business community. Describe how your firm would facilitate this process, and provide any relevant information about similar efforts on previous projects.

Best and Final Offer  
City of Lubbock, TX  
RFP 18-13649-SS  
Website Design and Content Management System

Proposal Price Sheet

Proposer's Name: Primitive Social

~~Option 1~~

- ~~• Provide skeleton for content migration~~
- ~~• Provide project management consulting for migration~~
- ~~• Provide technical consulting on as needed basis as City content providers make migration~~

~~\$ 87,500<sup>00</sup>~~

Option 2

- Provide full migration of current content (preferred)

\$ 104,500<sup>00</sup>

\*Please provided detail backup to your pricing options.

Prepared by: Jerred Hurst

Title: CTO

Date: 10/26/17

## SECTION II      METHODOLOGY

Primitive Social's methodology is marketing driven. It's all about making sure the end-user is being served and perceives an irreplaceable value in their interactions with you online. The approach is equal parts art and science. Not only does a website have to look good in order to be delightful, but it must be mindful of science regarding human behavior and the natural ways people interact with machines in order to disseminate data and information. Primitive Social's process addresses these varied factors.

Primitive Social utilizes a "Discovery" methodology. We prioritize your desired requirements and features. Additionally, we aim to understand the specifics of the underlying pain points in order to bring our expertise to the table more fully for you. Our web process is a process of discovery and creative problem solving.

- Refined and optimized process for delivering communicative, creative, and valuable digital experiences.
- Large in-house team with a person for every job provides agility and responsiveness unique in the industry.
- 60+ years of combined development experience among the development team.
- Contemporary design knowledge keeps products on-trend, while user experience and user interface emphasis provides unrivaled accessibility for widest range of audiences.
- A truly customized website means we don't try to fit your problems into someone else's solutions.

## SECTION II

## PROPOSED SOLUTIONS

Primitive Social's process is not only geared to solving problems specifically stated, but in eliminating problems, shortcomings, and gaps elsewhere and otherwise not indicated by industry outsiders. Data research filtered through on-boarding conversations yield more specific solutions to more specific problems. Preliminarily, our process is designed to find and solve for any and all problems.

General solutions to RFP "Intent" include:

**OLD CONTENT:** will be updated or refreshed as needed according to you once defined in the Content and Design Phase.

**BROKEN LINKS:** will be discovered and remedied or eliminated beginning in the On-Boarding and Planning Phase.

**INCONSISTENCY IN LOOK AND FEEL OF THE WEB SITE:** will show new mockups that you have the chance to approve beginning in the Content and Design Phase.

**DISORGANIZATION OF CONTENT:** will be defined in the On-Boarding and Planning Phase and remedied through the Content and Design Phase.

**OUTDATED CONTACT INFORMATION:** will be defined by you and remedied in the Content and Design Phase.

**DUPLICATE INFORMATION:** will be discovered and remedied or eliminated in the Content and Design Phase.

**INABILITY FOR WEBSITE SEARCHES:** will be remedied in the Development Phase.

**NONRESPONSIVE TO OR INCONSISTENT RESPONSE TO USER AGENTS:** will be remedied in the Development Phase.



## SUGGESTED PROJECT PROCESS

Primitive Social's process (generally stated) is as follows:

### ON-BOARDING AND PLANNING

This phase will begin to solve your stated problems: "...broken links, disorganization of content and duplicate information," in addition to making the site easier to use due to streamlined information architecture.

During this time our team will begin working with one another to truly understand the problems you've bulleted in the Requirements and Features sections of the RFP. After looking at the data and conducting standard on-boarding meetings, we'll present a new information architecture recommendation and a cohesive content strategy that eliminates duplicate information. After any revisions, once you've approved the new sitemap with us, we can move into the Content and Design phase.

### CONTENT AND DESIGN

This phase will solve the following stated problems: "...old content, outdated contact information and inconsistency in look and feel of the website."

During this phase our team will deliver the first design mockup that will be (once approved) implemented across the website. We'll also deliver a copy deck—a document with all website copy to finalize. We'll also work closely with you to find and eliminate out-of-date features, data, and content. Once we've presented the first mockups and copy deck, we can move into the Approvals phase.

### APPROVALS PHASE

This phase is an opportunity to see and revise the work multiple times (three) before development. We'll get your final approval or revisions on the layout, the copy and the media (photos, videos, etc...) before development.

### DEVELOPMENT AND LAUNCH

This phase will solve the following stated problems: "...inability for website searches, nonresponsive to or inconsistent response to user agents and in general the site has become hard to use."

Using your specific RFP Requirements and Web Discovery Document (obtained in the On-Boarding and Planning phase) information, our developers will build the website mockups you've approved. Using your specific features and CMS requests, Primitive Social can deliver a website that is not only a delight for your users, but it will be simple to maintain.



## SECTION II

## PHASED IMPLEMENTATION

### PHASE I Launch Homepage, News Releases, Full Calendar, Contact Us

This phase will complete in the launch of four pages including the homepage and the sub-pages it aggregates from (News Releases, Full Calendar and Contact Us).

- Homepage, News Releases, Full Calendar, and Contact Us page mockups and design delivery, revisions, and finalization.
- Wireframes for the backend CMS delivered on four pages.
- CMS and front-end design developed and usable for launch.
- Completion within 60-90 days after proposal acceptance date.

### PHASE II Approved Designs & Wireframes for the Remainder of Pages and CMS

- This phase will complete in the delivery of remainder of page template designs and CMS back-end wireframes.
- Delivery, revision and finalization of remaining designs.
- Delivery, revision and finalization of remaining CMS wireframes.

### PHASE III Full Site Development and Migration of Remainder of Site

- This phase will complete in the development of the website and full migration to new CMS.
- City of Lubbock website developed for review, testing and QA.
- All content up-to-date/migrated from old CMS.

### PHASE IV Launch and Post-Launch

This phase will complete in the full launch of the website including new CMS. In Post-Launch, Primitive Social will remain committed to making corrections, bug-fixes and other solutions needed for problems that may arise.

- Full site launched to the public.

\*\*\*Typical timeframe for a project of this size is six–eight months depending on client responsiveness

SECTION III

RECOMMENDATION FORMULATION

Recommendations are formulated and presented throughout the On-boarding and Planning Phases by way of the "Discovery" process mentioned above. Recommendations will be presented as mockups and documents to be revised and approved as you see fit.

SECTION III

COMMITMENT OF RESOURCES

Primitive Social is willing and able to commit all necessary resources to the completion and ongoing management requirements of the project.

Additionally, Primitive Social can commit local resources to the ongoing needs of the website post-launch. This will make questions, CMS trainings, and other hands-on concerns resolve quickly.



**City of Lubbock, TX  
RFP 18-13649-SS  
Website Design and Content Management System  
Insurance Requirements**

**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):

INSURANCE (Copies of Endorsements will be Required)

**TYPE OF INSURANCE**

**COMBINED SINGLE LIMIT**

**GENERAL LIABILITY**

- Commercial General Liability  Other \_\_\_\_\_
- Claims Made  Occurrence
- W/Heavy Equipment  XCU
- To Include Products of Complete Operation Endorsements

- General Aggregate \$1,000,000
- Products-Comp/Op AGG X
- Personal & Adv. Injury X
- Contractual Liability X

- Fire Damage (Any one Fire) \_\_\_\_\_
- Med Exp (Any one Person) \_\_\_\_\_

**TECHNICAL E&O**

- AUTOMOTIVE LIABILITY**

- Any Auto per Occurrence

- General Aggregate \$1,000,000
- Combined Single Limit \$1,000,000

**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**

\$500,000

**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 waivers of subrogation in favor of the City on all coverage's. Copies of the Certificates of Insurance and all applicable endorsements are required.

#### **ADDITIONAL POLICY ENDORSEMENTS**

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

#### **NOTICES**

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

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

Marta Alvarez, Director of Purchasing and Contract Management  
City of Lubbock  
1625 13<sup>th</sup> Street, Room 204  
Lubbock, Texas 79401

**SECTION D.** Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents.

Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability



**Regular City Council Meeting**

**7. 10.**

**Meeting Date:** 11/02/2017

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### **Information**

#### **Agenda Item**

**Resolution – Councilwoman Shelia Patterson Harris:** Consider a resolution authorizing the Mayor to execute for and on behalf of the City of Lubbock a Commitment Agreement by and between the City of Lubbock and Guadalupe-Parkway Neighborhood Centers, Inc.

#### **Item Summary**

This item is an agreement between the City of Lubbock and Guadalupe-Parkway Neighborhood Centers, Inc. for the transfer of the property, including all the structures, fixtures, accessories, and improvements where the Guadalupe Sommerville Center, owned by the organization, is located. The organization is currently in a long-term lease with the City for the property on North Avenue N where the Guadalupe Sommerville Center is located, and the organization cannot qualify for grants for ongoing property improvements unless the property is owned by the non-profit. Texas Local Government Code (the “Local Gov’t Code”) Section 253.011 allows a municipality to transfer real property to a non-profit organization for a public purpose. This agreement allows for such transfer to the Center so long as it is used by the organization for a public purpose.

#### **Fiscal Impact**

None

#### **Staff/Board Recommending**

Mark Yearwood, Assistant City Manager

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### **Attachments**

Resolution - Guadalupe Neighborhood Center

Agreement - Guadalupe Neighborhood Center (u)

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**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Commitment Agreement by and between the City of Lubbock and Guadalupe-Parkway Neighborhood Centers, Inc. and related documents. Said Commitment Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
DANIEL M. POPE, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kelli Leisure, Assistant City Attorney

## COMMITMENT AGREEMENT

This Commitment Agreement (the "Agreement") is made by and between the City of Lubbock, Texas (the "City"), a Texas home rule municipal corporation, and the Guadalupe-Parkway Neighborhood Centers, Inc. (the "Center"), a Texas nonprofit organization, acting by and through their respective and duly authorized officers and officials.

### RECITALS

**WHEREAS**, the Center is a nonprofit organization founded for the purpose of addressing the needs of children living in the Guadalupe neighborhood, and has since served thousands of children and families to offer literacy training, language skills, and academic support among many other educational and support services; and

**WHEREAS**, the Center owns and operates the Guadalupe Sommerville Center in Lubbock, Texas to provide these services; and

**WHEREAS**, the Center is in a long-term lease with the City for the property on North Avenue N together with all appurtenances, fixtures, and improvements where the Guadalupe Sommerville Center is situated as depicted in "Exhibits A and B", and the Center cannot qualify for grants for ongoing property improvements unless the property is owned by the Center; and

**WHEREAS**, the City Council of the City (the "City Council") hereby finds that the Center's eligibility for property-related grants in order to continue to meet the needs of the community would serve a public purpose;

**WHEREAS**, Texas Local Government Code (the "Local Gov't Code") Section 253.011 allows a municipality to transfer real property to a non-profit organization for a public purpose;

**WHEREAS**, the City desires to transfer the Property to the Center for the public purpose of the Center's ability to raise financial support for ongoing property improvements that will serve area children and their families; and **NOW THEREFORE**,

**THE PARTIES, FOR GOOD AND VALUABLE CONSIDERATION, AGREE AS FOLLOWS:**

### AGREEMENT

#### **Section 1 – Recitals and Exhibits**

The representations, covenants, and findings set forth in the recitals and exhibits of this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement.

#### **Section 2 – Contract Authority**

The Parties hereby warrant and represent that each has full lawful right, power, and authority to execute, deliver, and perform the terms and obligations of this Agreement. Accordingly, this Agreement constitutes a legal and binding obligation upon the Parties.

#### **Section 3 – The Property**

As more particularly depicted and described in "Exhibits A and B" attached hereto, the Property that is the subject of this Agreement is City-owned land.

#### **Section 4 – Public Purpose**

The Center hereby warrants and agrees that if the Property is transferred according to the terms contained in this Agreement, then the Property will be used solely for the public purpose of the ongoing operation of the Center for the benefit of the citizens of Lubbock. The Center hereby acknowledges that if at any time the Property is not used for the public purpose of the ongoing operation of the Center for the benefit of the citizens of Lubbock, except as may be otherwise provided in this Agreement, then the ownership of the Property will automatically revert to the City.

#### **Section 5 – Term**

Unless terminated earlier under any provision contained herein, this Agreement shall become effective on the day of its execution by both Parties and shall be effective through December 31, 2017 (the “Term”). The Term may be extended through an amendment to this Agreement as authorized by the City Council through a resolution.

#### **Section 6 – The Center’s Responsibilities**

Upon the execution of this Agreement, the Center agrees to be bound by the following:

- A. Prior to the transfer of the Property that is the subject of this Agreement, and prior to the expiration of the Term, the Center shall conduct and pay for an official survey of the Property.
- B. Upon the transfer of the Property that is the subject of this Agreement, the Center agrees to pay for all closing costs, including, but not limited to, a title policy, if such a policy is required.
- C. The Center hereby represents that as of the date of execution of this Agreement it is a nonprofit organization as that term is defined in the Local Gov’t Code Section 253.011(a). The Center further warrants that it will maintain its status as a nonprofit organization, as that term is defined in the Local Gov’t Code Section 253.011(a), throughout its ownership and control of the Guadalupe Sommerville Center.
- D. The Center agrees that its business records, including any financial documents, shall be open for inspection at reasonable times upon the request of the City.
- E. The Center may terminate this Agreement with cause by providing written notice of such termination to the City at least thirty (30) days prior to the effective date of termination.

#### **Section 7 – The City’s Responsibilities**

Upon the execution of this Agreement, the City agrees to be bound by the following:

- A. The City agrees to hold the Property for the public purpose of the Guadalupe Sommerville Center throughout the Term, by which time the Center shall have satisfied its applicable responsibilities under this Agreement.
- B. If the City determines that the Center has satisfied its applicable responsibilities under this Agreement prior to the expiration of the Term, then the City will notify the Center in writing of the City’s intent to transfer the Property to the Center by a Deed Without Warranty in a form substantially similar to the draft Deed Without Warranty that attached to this Agreement as “Exhibit c.”
- C. If the City determines that the Center has not satisfied all of its applicable responsibilities under this Agreement by the expiration of the Term, then the City shall provide written notification

to the Center that this Agreement shall terminate, the City shall not transfer the Property to the Center, and the Property shall not be available to the Center. The termination described in this subsection shall become effective immediately upon the determination of the City and shall not require any additional act, writing, or ruling of the City.

**Section 8 – Service of Notice**

Any notice required by this Agreement shall be deemed to be properly served if deposited in the U.S. mail by certified letter, return receipt requested, addressed to the recipient at the recipient’s address shown below, and subject to the right of either Party to designate a different address by notice given in the manner just described.

For the City:  
City Manager  
W. Jarrett Atkinson  
City of Lubbock  
P.O. Box 2000  
Lubbock, Texas 79457  
(806) 775-2016

For the Center:  
CEO, Guadalupe-Parkway Neighborhood  
Centers, Inc.  
Adela Esqueda  
123 North Avenue N  
Lubbock, Texas 79401  
(806) 763-3963

The Parties acknowledge and affirm that no department of the City has the legal authority to enter into any contract of any type or nature in the name of the department or to accept any legal notice on behalf of the City.

**Section 9 – Venue and Applicable Law**

This Agreement is subject to all present and future valid laws, orders, rules, ordinances, and regulations of the United States of America, the State of Texas, the Parties, and any other regulatory body having jurisdiction over this Agreement. This Agreement shall be construed and governed according to the laws of the State of Texas. The sole venue for any action, controversy, dispute, or claim arising under this Agreement shall be in a court of appropriate jurisdiction in Lubbock County, Texas *exclusively*.

**Section 10 – Rights and Remedies Reserved**

Each Party 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, neither Party shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this Agreement, the former shall control.

**Section 11 – Public Information**

This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Tex. Gov’t. Code Ann. Chapter 552 et seq., as amended, the same shall be of no force and effect.

**Section 12 – No Third-Party Beneficiaries**

This Agreement is entered solely by and between, and may be enforced only by and among, the Parties. Except as set forth above, this Agreement shall not be deemed to create any rights in or obligations to any third parties.

**Section 13 – No Personal Liability**

Nothing in this Agreement is construed as creating any personal liability on the part of any employee, officer or agent of any public body that may be a party to this Agreement.

**Section 14 – No Joint Enterprise**

This Agreement is not intended to, and shall not be construed to create any joint enterprise between or among the Parties.

**Section 15 – No Indemnification by City**

The Parties expressly acknowledge that the City’s authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision which purports to require indemnification by the City is invalid.

**Section 16 – Insurance Requirements**

The Center shall obtain and maintain all insurance coverage required by the City at all times while this Agreement is in effect.

**Section 17 – Sovereign Immunity Acknowledged and Retained**

**THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITIES FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE CITY RETAINS ALL GOVERNMENTAL IMMUNITIES.**

**Section 18 – Authority to Amend**

This Agreement may be amended in writing by either Party, with such writing being subject to the approval of the City Council.

The Parties execute and enter into this Agreement on \_\_\_\_\_.

**SIGNATURES**

**FOR THE CITY:**

**FOR THE CENTER:**

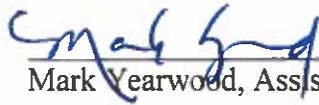
\_\_\_\_\_  
**DANIEL M. POPE, MAYOR**

  
\_\_\_\_\_  
**ADELA ESQUEDA, CEO**

**ATTEST:**

\_\_\_\_\_  
Rebecca Garza, City Secretary

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Mark Yearwood, Assistant City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Kelli Leisure, Assistant City Attorney

EXHIBIT A



EXHIBIT B



**Exhibit C – Draft Deed Without Warranty**

**DEED WITHOUT WARRANTY**

DATE:

GRANTOR: City of Lubbock, Texas

GRANTOR'S MAILING ADDRESS

P.O. Box 2000  
Lubbock, TX 79457

GRANTEE: Guadalupe-Parkway Neighborhood Centers, Inc.

GRANTEE'S MAILING ADDRESS

123 North Avenue N.  
Lubbock, TX 79401

CONSIDERATION:

Grantor and Grantee expressly stipulate that Grantee shall utilize the Property solely in a manner that promotes a public purpose of the Grantor. Grantor and Grantee stipulate that the consideration of public purpose use by Grantee is the sole consideration to be received by Grantor for the conveyance of the Property by Grantor and that such consideration is sufficient in all respects.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

The property that is the subject of this Deed Without Warranty is depicted and described in the attached "Exhibits A and B" (the "Property").

The Property is conveyed to Grantee, and Grantee's successors and assigns for so long as the Property is used to promote a public purpose of the Grantor. If the Property ceases to be so used, all rights, title, and interest conveyed by this instrument shall automatically revert to and vest in Grantor, and Grantor's successors and assigns, without

the necessity of any further act on the part of or on behalf of the Grantor, it being the intent of Grantor to convey a fee simple determinable estate to the Grantee. For the purposes hereof, "public purpose" of the Grantor shall mean the Center's ability to raise financial support for ongoing property improvements that will serve area children and their families.

#### REPRESENTATIONS AND WARRANTIES OF GRANTEE:

Grantee warrants and represents that it is a non-profit organization, as that term is defined in the Texas Local Government Code Section 253.011(a).

Grantee represents and warrants to Grantor that it has made an independent inspection and evaluation of the Property and the title to same and acknowledges that Grantor has made no statements or representations concerning the present or future value of the Property, the state of title of the Property, the condition, including the environmental condition of the Property, or the anticipated income, costs, or profits, if any, to be derived from the Property.

FURTHER, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESSED, STATUTORY, OR IMPLIED, INCLUDING, BUT WITHOUT LIMITATION, AS TO THE DESCRIPTION, TITLE, INCLUDING WITHOUT LIMITATION, THE EXISTENCE OF LIENS AGAINST THE PROPERTY, THE VALUE, QUALITY, PHYSICAL AND ENVIRONMENTAL CONDITION OF THE PROPERTY AND/OR MATERIALS CONTAINED OR LOCATED IN, ON OR UNDER THE PROPERTY AND/OR IMPROVEMENTS LOCATED THEREON, THE NATURE OF THE PAST OR HISTORIC USE OF THE PROPERTY, MERCHANTABILITY OR FITNESS FOR PURPOSE OF ANY OF THE PROPERTY. Grantee further acknowledges that, in accepting this Deed Without Warranty, it has relied solely upon its independent evaluation and examination of the Property, and public records relating to the Property and the independent estimates, computations, evaluations and studies based thereon. Grantor makes no warranty or representation as to the accuracy, completeness or usefulness of any information furnished to Grantee, if any, whether furnished by Grantor or any other third party. Grantor, its officers, employees, elected officials, independent contractors, and agents

assume no liability for the accuracy, completeness or usefulness of any material furnished by Grantor, or any of its officers, employees, elected officials, independent contractors and/or agents, if any, and/or any other person or party. Reliance on any material so furnished shall not give rise to any cause, claim or action against Grantor, its officers, employees, elected officials, independent contractors and/or agents, and any such reliance shall be at Grantee's sole risk.

THE CONVEYANCE OF THE PROPERTY SHALL BE ON A "WHERE IS", "AS IS", AND "WITH ALL FAULTS" BASIS, AND SHALL BE WITHOUT REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESSED, STATUTORY OR IMPLIED, INCLUDING, BUT WITHOUT LIMITATION, AS TO TITLE, INCLUDING, BUT NOT LIMITED TO THE EXISTENCE OF LIENS AGAINST THE PROPERTY, THE DESCRIPTION, PHYSICAL AND ENVIRONMENTAL CONDITION OF THE PROPERTY AND/OR MATERIALS CONTAINED OR LOCATED IN, ON OR UNDER THE PROPERTY AND/OR IMPROVEMENTS LOCATED THEREON, THE NATURE OF THE PAST OR HISTORIC USE OF THE PROPERTY, QUALITY, VALUE, FITNESS FOR PURPOSE, MERCHANTABILITY OR OTHERWISE. Grantee has satisfied itself as to the title, type, condition, quality and extent of the property and property interests which comprise the Property it is receiving pursuant to this Deed Without Warranty.

Grantor, for the consideration and subject to the reservations and exceptions to conveyance, grants, sells, and conveys to Grantee the Property, to have and to hold it to Grantee and Grantee's successors and assigns forever, without warranty, express or implied, statutory or otherwise, and all warranties that might arise by common law and the warranties created by Section 5.023 of the Texas Property Code (and all amendments and successors thereto) are expressly excluded.

**[Signature, Notary, and Exhibit Pages To Be Included On Official Copy]**



**Regular City Council Meeting**

**7. 11.**

**Meeting Date:** 11/02/2017

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### **Information**

#### **Agenda Item**

**Resolution - City Secretary:** Consider a resolution authorizing the City Council to cast votes for candidates to the Lubbock Central Appraisal District Board of Directors.

#### **Item Summary**

On October 12, 2017 the City Council approved Resolution 2017-R0387, nominating Brady Goen, Greg Jones, Bobby McQueen, LeRoy Montoya, and Noe Reynolds as candidates for positions on the Lubbock Central Appraisal District Board of Directors. The City of Lubbock is entitled to 1064 votes (from a total of 5000 votes spread among 20 entities in Lubbock County). To cast a vote, the City Council must vote in an open meeting, report the vote by written resolution, and submit the vote to the Chief Appraiser by December 15, 2017.

#### **Fiscal Impact**

None.

#### **Staff/Board Recommending**

Rebecca Garza, City Secretary

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### **Attachments**

LCAD Resolution (r)

LCAD Letter

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**RESOLUTION**

WHEREAS, Section 6.01 of the Texas Property Code, V.A.C.S., established an appraisal district in each county to appraise property for ad valorem tax purposes of each taxing unit in the district; and,

WHEREAS, the Property Tax Code, V.A.C.S., authorized the establishment of appraisal districts to be governed by a Board of Directors; and,

WHEREAS, the City of Lubbock is a taxing unit within the Lubbock Central Appraisal District entitled to cast votes for the election of persons to the Board of Directors of the District; and,

WHEREAS, the Chief Appraiser has received timely nominations from voting taxing units, has prepared the following ballot of candidates for the Board of Directors, and has determined that the City of Lubbock is entitled to cast 1064 votes in the election of the District's Board of Directors;

NOW THEREFORE:

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

THAT the 1064 votes of the City of Lubbock are cast for candidates for the Lubbock Central Appraisal District Board of Directors as follows:

<u>NAME</u>	<u>NUMBER OF VOTES</u>
Goen, Brady	_____
Jones, Greg	_____
McQueen, Bobby	_____
Montoya, LeRoy	_____
Reynolds, Noe	_____

THAT, a copy of this Resolution BE submitted to the Chief Appraiser before December \_\_\_\_\_, 2017, in order that the votes of the City of Lubbock may be counted.

Passed by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
DANIEL M. POPE, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



W. Jarrett Atkinson  
City Manager

APPROVED AS TO FORM:



Mitchell Satterwhite  
Assistant City Attorney

ms/District Appraisal Bd.res 10.20.17

# LUBBOCK CENTRAL APPRAISAL DISTRICT

TIM RADLOFF, RPA  
Chief Appraiser / Administrator

OFFICE OF THE  
CHIEF APPRAISER



October 17, 2017

Mr. Dan Pope  
Mayor  
City of Lubbock  
P.O. Box 2000  
Lubbock, TX 79457-0001

Dear Mr. Pope:

In compliance with the provisions of Section 6.03 of the Texas Property Tax Code I have received director nominations from voting units located within the Lubbock Central Appraisal District. Enclosed you will find a resolution containing the ballot with the names of those nominated for directors listed in alphabetical order.

**Each voting unit that chooses to cast its votes must vote in open meeting, report its vote by written resolution, and submit it to the chief appraiser before December 15, 2017.** It is important that the aforesaid method of voting, reporting of votes, and submission of the votes to the chief appraiser before the deadline be followed. A unit may cast all its votes for one candidate or may distribute the votes among any number of candidates named on the ballot.

A voting unit may only cast its votes for a person timely nominated and named on the enclosed ballot. There is no provision for write-in candidates. Since we only have five nominees this time, those listed on the enclosed ballot will be your directors. Even so, the participation of all eligible units in the voting process would be appreciated.

**Before December 31, I will count the votes and officially declare elected the five candidates who received the largest vote totals.** I am required to notify all taxing units and all the candidates of the election results before December 31, 2017.

Additionally, I have enclosed another copy of the worksheet showing the calculation of the number of votes to which each taxing unit is entitled. Other details are contained in my letter to you of September 7, 2017.

Thank you for your participation in the board of directors' selection process. If you would like to discuss any aspect of the process, please contact me at your convenience.

Respectfully submitted,

A handwritten signature in black ink that reads "Tim Radloff". The signature is written in a cursive, flowing style.

Tim Radloff

Enclosures

cc: W. Jarrett Atkinson  
Rebecca Garza  
Cheryl Brock



**RESOLUTION**

**WHEREAS**, Section 6.01 of the Texas Property Code, V.A.C.S., established an appraisal district in each county to appraise property for ad valorem tax purposes of each taxing unit in the district; and,

**WHEREAS**, the Property Tax Code, V.A.C.S., authorized the establishment of appraisal districts to be governed by a Board of Directors; and,

**WHEREAS**, the City of Lubbock is a taxing unit within the Lubbock Central Appraisal District entitled to cast votes for the election of persons to the Board of Directors of the District; and,

**WHEREAS**, the Chief Appraiser has received timely nominations from voting taxing units, has prepared the following ballot of candidates for the Board of Directors, and has determined that the City of Lubbock is entitled to cast 1064 votes in the election of the District's Board of Directors;

**NOW THEREFORE:**

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

**THAT**, the 1064 votes of the City of Lubbock are cast for candidates for the Lubbock Central Appraisal District Board of Directors as follows:

<u>NAME</u>	<u>NUMBER OF VOTES</u>
Goen, Brady	_____
Jones, Greg	_____
McQueen, Bobby	_____
Montoya, LeRoy	_____
Reynolds, Noe	_____

**THAT**, a copy of this Resolution BE submitted to the Chief Appraiser before December 15, 2017, in order that the votes of the City of Lubbock may be counted.

Passed by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Daniel Pope, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

**2017 CALCULATION OF VOTES TO SELECT FIVE DIRECTORS  
FOR THE LUBBOCK CENTRAL APPRAISAL DISTRICT**

<b>TAXING UNIT</b>	<b>2016 LEVY</b>	<b>PERCENTAGE 2016 LEVY TOTAL LEVY</b>	<b>X 1000</b>	<b>X Number of Directors</b>	<b>Number of Votes</b>
<b>CITIES</b>					
Abernathy	130,792	0.03329%	0.33	5	2
Idalou	617,283	0.15715%	1.57	5	8
Lubbock	83,561,044	21.27365%	212.73	5	1,064
New Deal	195,333	0.04972%	0.49	5	2
Ransom Canyon	827,274	0.21061%	2.10	5	10
Shallowater	1,040,174	0.26481%	2.64	5	13
Slaton	1,386,142	0.35289%	3.52	5	18
Wolfforth	2,144,265	0.54590%	5.45	5	27
<b>SCHOOLS</b>					
Abernathy	866,268	0.22054%	2.20	5	11
Frenship	52,466,452	13.35733%	133.57	5	668
Idalou	3,387,664	0.86245%	8.62	5	43
Lorenzo	129,577	0.03298%	0.32	5	2
Lubbock-Cooper	39,500,084	10.05625%	100.56	5	503
Lubbock	125,151,266	31.86202%	318.62	5	1,593
New Deal	2,297,241	0.58485%	5.84	5	29
Roosevelt	2,809,070	0.71515%	7.15	5	36
Shallowater	4,178,943	1.06390%	10.63	5	53
Slaton	5,414,737	1.37852%	13.78	5	69
Southland	8,455	0.00215%	0.02	5	0
<b>COUNTY</b>					
Lubbock County	66,679,190	16.97573%	169.75	5	849
<b>TOTALS</b>	<b>392,791,254</b>	<b>1.00000</b>	<b>1,000</b>		<b>5,000</b>



**Regular City Council Meeting**

**7. 12.**

**Meeting Date:** 11/02/2017

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### **Information**

#### **Agenda Item**

**Board Appointments - City Secretary:** Consider one appointment to West Texas Municipal Power Agency (WTMPA) Board.

#### **Item Summary**

Per City of Lubbock Code of Ordinances Section 2.03.415(e), the Electric Utility Board "shall be responsible for recommending individuals to the city council for their consideration in appointing individuals to the board and for appointing individuals to the West Texas Municipal Power Agency".

#### **Fiscal Impact**

None.

#### **Staff/Board Recommending**

Rebecca Garza, City Secretary

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### **Attachments**

WTMPA Resolution - Appointment

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**RESOLUTION**

WHEREAS, the Electric Utility Board (the "EUB") was created by Chapter 1, Article XII, Section 1, of the City Charter of the City of Lubbock (the "City Charter");

WHEREAS, pursuant to Section 2.03.415(e) of the Code of Ordinances, City of Lubbock, Texas, the EUB is charged with recommending to the City Council of the City Lubbock ("City Council") two individuals for appointment to the board of the West Texas Municipal Power Agency ("WTMPA");

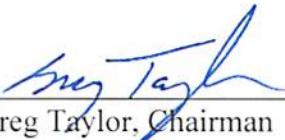
WHEREAS, the term of Don Boatman on the WTMPA board is to expire November 30, 2017;

WHEREAS, the EUB desires to recommend to the City Council that Don Boatman be reappointed to the board of WTMPA for a two year term, beginning December 1, 2017; NOW, THEREFORE:

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

THAT Don Boatman is hereby recommended to the City Council to be reappointed to the board of the West Texas Municipal Agency.

Passed by the Electric Utility Board this 24th day of October, 2017.

  
\_\_\_\_\_  
Greg Taylor, Chairman

ATTEST:

  
\_\_\_\_\_  
James Conwright, Board Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
David McCalla, Director of Electric Utilities

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Richard Casner, LP&L General Counsel



**Regular City Council Meeting**

**7. 13.**

**Meeting Date:** 11/02/2017

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### **Information**

#### **Agenda Item**

**Board Appointments - City Secretary:** Consider four appointments to the Electric Utility Board.

#### **Item Summary**

The following Electric Utility Board Members have terms expiring November 1, 2017: Gregory Taylor, Don Boatman, James Conwright, and Jerry Bell. Mr. Taylor, Mr. Boatman, Mr. Conwright, and Mr. Bell are all eligible for reappointment.

#### **Fiscal Impact**

None.

#### **Staff/Board Recommending**

Rebecca Garza, City Secretary

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### **Attachments**

EUB Resolution - Reappointments

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## RESOLUTION

WHEREAS, the Electric Utility Board (the "EUB") was created by Chapter 1, Article XII, Section 1, of the City Charter of the City of Lubbock (the "City Charter");

WHEREAS, the City Charter prescribes that the EUB shall be composed of nine (9) members, each to serve terms of two (2) years;

WHEREAS, the terms of five (5) members of the EUB are to expire November 1, 2017;

WHEREAS, one (1) member of the EUB, whose term expires on November 1, 2018, has resigned his position on the EUB (the "Resigned Position");

WHEREAS, one (1) member of the EUB has indicated that he is respectfully declining consideration for reappointment (the "Non-Reappointment Position");

WHEREAS, pursuant to Section 2.03.415(e) of the Code of Ordinances, City of Lubbock, Texas, the EUB is charged with recommending to the City Council of the City Lubbock ("City Council") individuals for appointment to the EUB;

WHEREAS, the EUB desires to recommend to the City Council that the following named individuals be reappointed and that the Resigned Position and the Non-Reappointment Position be recommended to the City Council at a later date; NOW, THEREFORE:

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

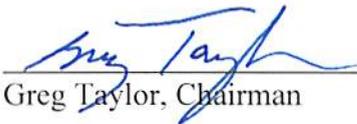
THAT the following individuals are hereby recommended to the City Council to be reappointed to the Electric Utility Board for two year terms, each expiring on November 1, 2019, to-wit:

1. Greg Taylor
2. Don Boatman
3. James Conwright
4. Jerry Bell

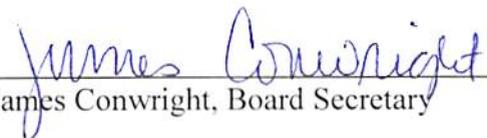
BE IT FURTHER RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the two individuals to be considered for appointment to the Resigned Position and the Non-Reappointment Position shall be recommended to the City Council at a later date.

Passed by the Electric Utility Board this 24th day of October, 2017.

  
\_\_\_\_\_  
Greg Taylor, Chairman

ATTEST:

  
\_\_\_\_\_  
James Conwright, Board Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
David McCalla, Director of Electric Utilities

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Richard Casner, LP&L General Counsel