City of Lubbock, Texas
Regular City Council Meeting
Thursday, August 13, 2015

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

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

http://www.mylubbock.us

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

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

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

1:30 p.m. -- City Council convenes in work session to consider items 1.-1.1. At the completion of the work session, City Council recesses into executive session to consider items 2.-2.3.3.

5:15 p.m. -- City Council reconvenes in open session to consider items 3.-7.14.

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

1. 1. Discuss Stormwater Utility Rates and possible amendments to the rate structure, financing and debt obligation, including possible action to direct the City Manager to conduct any additional analysis, review or study of the current rate structure or possible amendments thereto, including possible modifications to financing and debt structure.

2. **Executive Session**

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. Purchase Power Agreement

2. 1. 2. Lubbock Police Department probationary officer selection procedure and practice.

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. Avenue O and 5th Street between Marsha Sharp Freeway and Mac Davis Lane.

2. 2. 2. The Civic Center parking lot at Avenue O and Mac Davis Lane.

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

2. 3. 1. City Attorney

2. 3. 2. City Manager

2. 3. 3. City Secretary

3. **Proclamations and Presentations**

3. 1. Invocation by Pastor Barry Stephens, Monterey Church of Christ

3. 2. Pledges of Allegiance

3. 3. Presentation of a Texas Healthy Communities Award to the City of Lubbock by the Texas Department of State Health Services for being a Healthy Texas Community.

3. 4. Presentation of a Special Recognition to the Texas Tech Health Sciences Center, Larry Combest Community Health and Wellness Center in recognition of National Health Center Week.

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

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

Public Comments Sign-Up Form

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

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

See the Supplemental Citizen Comment Agenda.

5. **Minutes**

5. 1. June 16, 2015 Special City Council Meeting (Electric Utility Board)
June 30, 2015 Special City Council Meeting (Electric Utility Board)
July 9, 2015 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 Amendment Ordinance 2015-O0073 Amendment 28 amending the FY 2014-15 budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of Public Safety for the Emergency Management Preparedness Grant; respecting the General Fund by decreasing the transfer to the Grant Fund; providing for filing; and providing for a savings clause.

6. 1. 1. **Resolution - Emergency Management:** Consider a resolution approving and ratifying the signature of the City Manager for and on behalf of the City of Lubbock for Sub-Recipient Grant Agreement 12463 (TDEM Grant No. 15TX-EMPG-0944) and any associated documents by and between the City of Lubbock and the Texas Division of Emergency Management.

6. 2. **Budget Amendment Ordinance 1st Reading - Finance:** Consider Budget Ordinance Amendment 29 amending the FY 2014-15 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of State Health Services for the Immunization Branch - Locals Grant, the Texas Department of Transportation for the Selective Traffic Enforcement Program (STEP) Comprehensive Grant and the Safety City - Teaching Kids to be Street Smart Grant, the Texas Department of Housing and Community Affairs for the Community Services Block Grant and respecting the General Fund to increase the transfer to the Grant Fund and reduce the Police Department Operating Budget, providing for filing and providing for a savings clause.

6. 3. **Budget Amendment Ordinance 1st Reading - Finance:** Consider Budget Ordinance Amendment 30 amending the FY 2014-15 Budget for municipal purposes respecting the Criminal Investigation Special Revenue Fund, providing for filing and providing for a savings clause.

6. 4. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute Amendment 2 to contract 12234 with RS&H, Inc. for the Concept and Design Phase Services for various projects at Lubbock Preston Smith International Airport, RFP 15-12147-MA.

6. 5. **Resolution – Water Utilities:** Consider a resolution authorizing the Mayor to execute Change Order 1 to Contract 12218 with Utility Contractors of America, Inc., for South Lubbock Sanitary Sewer Extension Phase II Capital Improvements Project.

6. 6. **Resolution - Wastewater Utilities:** Consider a resolution authorizing the Mayor to execute contract 12400 with Mesa Pivot Irrigation, Inc. for Center Pivot Replacement, ITB 15-12400-SS.

6. 7. **Resolution - Stormwater:** Consider a resolution authorizing the Mayor to execute an amendment to a Professional Services Contract with Parkhill Smith and Cooper, Inc., contract 12041 to provide professional engineering services for Phase 2 of the Northwest Lubbock Drainage Improvements Project.

6. 8. **Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute contract 12373 with Bigge Crane and Rigging Co., of Houston, Texas for the installation and lease of a temporary exterior construction elevator at Citizen's Tower (the former Omni Building Complex) located at 1208 14th Street, Lubbock, Texas 79401, RFP 15-12373-MA.

6. 9. **Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute contract 12534 with AMX Environmental Ltd, of Dallas, Texas for the asbestos and mold abatement of the Citizen's Tower Complex (the former Omni Building) located at 1208 14th Street Lubbock, Texas RFP 15-12354-MA.

6. 10. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute purchase order contract 33000641 with Dell Marketing LP for the purchase of desktop computers, monitors and laptop computers.

6. 11. **Resolution - Telecommunications:** Consider a resolution authorizing the Mayor to execute contract 12365 with Lubbock Radio Paging, Inc. dba Stenocall for after hours call answering services, ITB 15-12365-DGB.

6. 12. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute purchase order contract 23103313 with Freightliner of Austin for a high velocity combination hydro-cleaner and positive displacement pump vacuum unit (Vac Con) for Wastewater Collection.

6. 13. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute purchase order contract 31024158 with Grapevine Dodge Chrysler Jeep of Grapevine, Texas for two-3500 crew cab chassis vehicles for Paved Street Department.

6. 14. **Resolution - Fleet Services**: Consider a resolution authorizing the Mayor to execute purchase order contract 28100021 with Associated Supply Company, Inc. for a Case backhoe loader 580SN 2-wheel drive for the cemetery.

6. 15. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute purchase order contract 31023992 with Warren Cat for a 627K wheel scraper for Solid Waste Disposal.

6. 16. **Resolution - Public Information**: Consider two resolutions authorizing the Mayor to execute contract 12323 with RD Thomas and contract 12436 with Loomis Agency for advertising and marketing services, RFP 15-12323-MA.

6. 17. **Resolution - Police:** Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding (MOU) for Law Enforcement Services by and between the City of Lubbock and Texas Tech University.

7. **Regular Agenda**

7. 1. **Public Hearing at 5:30 p.m. - Finance:** Hold a public hearing to consider an ordinance to levy the 2015 assessment for the North Point Public Improvement District (PID), the boundary of which includes the area between Erskine and Ursuline, and between North Quaker to a line east of Frankford.

7. 2. **Ordinance 1st Reading - Finance:** Consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Point Public Improvement District (PID); approving, adopting, and filing with the City Secretary, the Assessment Roll; closing the hearing and levying assessments based on the revised Service Plan for the cost of certain services and/or improvements to be provided in the District during FY 2015-16.

7. 3. **Public Hearing at 5:30 p.m. - Finance:** Hold a public hearing to consider an ordinance to levy the 2015 assessment for the North Overton Public Improvement District (PID), the boundary of which includes a portion of the area between Fourth Street on the north, Avenue Q to the east, Broadway on the south, and University Avenue to the west.

7. 4. **Ordinance 1st Reading - Finance:** Consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Overton Public Improvement District (PID); approving, adopting, and filing with the City Secretary, the Assessment Roll; closing the hearing and levying assessments based on the revised Service Plan for the cost of certain services and/or improvements to be provided in the District during FY 2015-16.

7. 5. **Public Hearing at 5:30 p.m. - Finance:** Hold a public hearing to consider an ordinance to levy the 2015 assessment for the Quincy Park Public Improvement District (PID), the boundary of which includes the area bounded by portions of 88th and 98th Street on the north, Upland Avenue on the west, 98th Street on the south, and Quincy Avenue on the east.

7. 6. **Ordinance 1st Reading - Finance:** Consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Quincy Park Public Improvement District (PID); approving, adopting, and filing with the City Secretary, the Assessment Roll; closing the hearing and levying assessments based on the revised Service Plan for the cost of certain services and/or improvements to be provided in the District during FY 2015-16.

7. 7. **Public Hearing 5:30 p.m. - Finance:** Hold a public hearing to consider the 2015 assessment rate for the Valencia Public Improvement District (PID), generally bounded by 85th Street on the north, 88th Place on the south, Iola Avenue on the east, and Milwaukee Avenue on the west.

7. 8. **Ordinance 1st Reading - Finance:** Consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Valencia Public Improvement District (PID); approving, adopting, and filing with the City Secretary the Assessment Roll; closing the hearing and levying assessments based on the Service Plan for the cost of certain services and/or improvements to be provided in the PID during FY 2015-16.

7. 9. **Resolution - Finance:** Discussion concerning property tax rates and impact it may have on City operations, the FY 2015-16 Operating Budget and Capital Program and consideration of a resolution adopting a proposed tax rate that will result in additional revenues as outlined in the Tax Code of the State of Texas, and setting the dates for public hearings to discuss the proposed tax rate.

7. 10. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2015-O0074 for Zone Case 3003-F, a request of Hugo Reed and Associates, Inc., for Bunt Holdings, LLC, for a zoning change from Garden Office (GO) and A-1 to GO on 0.3 acres of unplatted land out of Block AK, Section 21, south of 98th Street and west of Justice Avenue.

7. 11. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2015-O0075 for Zone Case 2173-I a request of Robert Campbell, for BH Estate, LLC, for a zoning change from C-3 to C-4 on Tract C1 A1, Whisperwood Addition, 5402 4th Street.

7. 12. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2015-O0076 for Zone Case 1657-C, a request of David Wood, for The Que Lubbock, for a zoning change from C-3 to CB-3 Specific Use for a mixed use building, apartments and commercial, with reduced parking on Lots 8 through 12 and the east 21.92 feet lot 13, of Block 8, McCrummen 2nd Addition, 2101 Avenue Q.

7. 13. **Board Appointments - City Secretary:** Consider nine appointments to the City of Lubbock Oil and Gas Advisory Review Committee (ARC).

7. 14. **Board Appointments - City Secretary:** Consider naming the Chairperson of the Oil and Gas Advisory Review Committee.


City of
Lubbock
TEXAS

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

Meeting Date: 08/13/2015

Information

Agenda Item

Discuss Stormwater Utility Rates and possible amendments to the rate structure, financing and debt obligation, including possible action to direct the City Manager to conduct any additional analysis, review or study of the current rate structure or possible amendments thereto, including possible modifications to financing and debt structure.

Item Summary

None

Fiscal Impact

None

Staff/Board Recommending

L. Wood Franklin, P.E.


City of
Lubbock
TEXAS

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
June 16, 2015
2:00 P. M.

The City Council of the City of Lubbock, Texas met in special session on the 16th of July, 2015, at Lubbock Power & Light (LP&L), 1301 Broadway - Basement Conference Room A, Lubbock, Texas at 2:00 p.m.

2:01 P.M. CITY COUNCIL CONVENED
Lubbock Power & Light (LP&L), 1301 Broadway - Basement Conference Room A, Lubbock, Texas

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

Absent: Council Member Victor Hernandez; Council Member Floyd Price

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

Note: The Electric Utility Board addressed agenda items in the following order:

- *1.1; Executive Session; and 4.1-4.4.*
- *No quorum, of the City Council, was present for all other items.*

1. MINUTES

1. 1. The Board will approve the minutes from the regular Electric Utility Board Meeting on May 19, 2015; a Special Electric Utility Board Meeting on May 12, 2015; and a Special Electric Utility Board Meeting on June 5, 2015.

Motion by Don Boatman, seconded by Clayton Isom to approve the minutes of May 19, 2015; May 12, 2015; and June 5, 2015.

Vote: 6 - 0 Motion carried by the Board
Other: James Conwright (ABSENT)
Jane Henry (ABSENT)
Jerry Bell (ABSENT)

James Conwright and Jane Henry, Electric Utility Board members, arrived in Executive Session.

2. EXECUTIVE SESSION

The meeting was called into a closed session at 2:05 p.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 3:47 p.m.

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

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

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

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

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

2. 2. Hold an executive session in accordance with V.T.C.A. Government Code §551.071 seeking the advice of its legal counsel about pending or contemplated litigation or settlement offers and hold a consultation with the attorney on a matter in which the duty of the attorney to the Electric Utility Board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code (purchase power agreements; distribution; Republic Power Partners, L.P. v. West Texas Municipal Power Agency, Cause No. 2012-501,169, 237th Judicial District Court, Lubbock County, Texas).

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

***This item was deleted.**

4. REGULAR AGENDA

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

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

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

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

4. 3. Discuss and the Board will take action on the Lubbock Power & Light Fiscal Year 2015-16 Operating Budget and Capital Program and make appropriate recommendations to the City Council of the City of Lubbock pursuant to §2.03.415(a) of the Code of Ordinances, City of Lubbock, Texas.

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

Motion by Don Boatman, seconded by Drew Tucker to approve, and present to City Council the Lubbock Power & Light Fiscal Year 2015-16 Operating Budget and Capital Program as presented.

Vote: 7 - 0 Motion carried by the Board
Other: Clayton Isom (AWAY)
Jerry Bell (ABSENT)

4. 4. Discuss and the Board will take action on the Fiscal Year 2015-16 Electric Rate/Tariff Schedule and make appropriate recommendations to the City Council of the City of Lubbock pursuant to §2.03.415(a) of the Code of Ordinances, City of Lubbock, Texas.

David McCalla, Director of Electric Utilities/CEO for LP&L; and Chad Sales, Electric Utility Financial Analyst, gave comments and answered questions from the Board.

***City Council lost quorum during this item.**

5. <u>CONSENT AGENDA</u>

5. 1. The Board will consider, and the Council may discuss, a resolution authorizing the Purchasing Manager to execute a purchase order, ITB #7123-15-ELD, to Irby Utilities for Wood Poles for Coop to Slaton 115kV Transmission Line.

***This item was deleted.**

5. 2. The Board will consider, and the Council may discuss, a resolution authorizing the Purchasing Manager to execute a purchase order, ITB #7126-15-EUA, to Rush Truck Centers of Texas, LP for two (2) Lubbock Power & Light Truck Tractors with Adjustable Fifth-Wheel.

***This item was deleted.**

4:47 P.M. CITY COUNCIL ADJOURNED

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

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

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
June 30, 2015
12:00 P. M.

The City Council of the City of Lubbock, Texas met in special session on the 30th of June, 2015, at Lubbock Power & Light (LP&L), 1301 Broadway - Basement Conference Room A, Lubbock, Texas at 12:00 p.m.

12:01 P.M. CITY COUNCIL CONVENED
Lubbock Power & Light (LP&L), 1301 Broadway - Basement Conference Room A, Lubbock, Texas

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

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

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

Note: The Electric Utility Board addressed agenda items in the following order:

- *Executive Session; 2.1; and 3.1-3.2.*

1. EXECUTIVE SESSION

The meeting was called into a closed session at 12:02 p.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 1:37 p.m.

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

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

1. 1. 2. Discuss, deliberate and the Board will take action regarding proposals and strategies related to plans, studies, and analyses for system improvements, generation additions, or sales (other than transmission and distribution system improvements inside the service area for which LP&L is the sole certificated retail provider); and discuss, deliberate and the Board will take action regarding bidding and pricing information for purchased power, generation and fuel; purchased power agreements, and related services and strategies.

1. 1. 2. 1. Discuss and the Board will take action on a contract for engineering services regarding purchased power strategies and system improvements.

1. 1. 3. Discuss and deliberate customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies.

1. 2. Hold an executive session in accordance with V.T.C.A. Government Code §551.071 seeking the advice of its legal counsel about pending or contemplated litigation or settlement offers and hold a consultation with the attorney on a matter in which the duty of the attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code (West Texas Municipal Power Agency).

1. 3. Hold an executive session in accordance with V.T.C.A. Government Code §551.074 to deliberate the duties of a public officer or employee (West Texas Municipal Power Agency Board of Directors).

2. REGULAR AGENDA

2. 1. Discuss and the Board will take minuted action regarding recommendations to the City Council of the City of Lubbock, related to West Texas Municipal Power Agency ("WTMPA"), and (i) the purposes of WTMPA; (ii) the benefits of WTMPA to its member cities; (iii) the risks of WTMPA; (iv) the potential dissolution of WTMPA; and (v) the City of Lubbock's membership in WTMPA.

Burley Owen, Lubbock citizen, gave comments. This item was not discussed by City Council or the Board.

3. CONSENT AGENDA

Motion by Clayton Isom, seconded by Don Boatman to approve items 3.1-3.2.

Vote: 9 - 0 Motion carried by the Board

3. 1. The Board will consider a resolution authorizing the Purchasing Manager to execute a purchase order, ITB# 7125-15-ELD, to SANPEC Inc. for Steel Transmission Poles for Coop to Slaton 115kV Transmission Line.

3. 2. The Board will consider a resolution authorizing the Purchasing Manager to execute a purchase order, ITB# 7127-15-ELD, to ALSTOM Grid Inc. for 115 kV SF6 Circuit Breakers.

1:43 P.M. CITY COUNCIL ADJOURNED

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
July 9, 2015
1:30 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 9th of July, 2015, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 1:30 p. m.

1:30 P.M. CITY COUNCIL CONVENED
City Council Chambers, 1625 13th Street, Lubbock, Texas

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

Absent: Council Member Victor Hernandez; Council Member Floyd Price

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

- *1.1; Executive Session; 3.1-3.2; Citizen Comments (Sign-ups) 4.1; 5.1; 6.1-6.7; and 7.1-7.8.*
- *Item 3.3 was not addressed.*
- *Items 7.3 and 7.8 were postponed to the July 23, 2015 Regular City Council Meeting.*

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

1. 1. Presentation and discussion of the Proposed FY 2015-16 Operating Budget and Capital Program; and discuss all funds and operations of the City.

Cheryl Brock, Budget Director, gave a presentation on the Proposed FY 2015-16 Operating Budget and Capital Program; discussed all funds and operations of the City; and answered questions from City Council. James Loomis, City Manager, gave comments and answered questions from City Council.

City Council discussed scheduling two to three budget work sessions.

2. Executive Session

The meeting recessed at 2:12 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 5:15 p.m.

2. 1. Hold an executive session in accordance with Texas Government Code, Section 551.071, 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. Travis D. Parkinson v. Mike Kemp, In His Official Capacity as Chief of Lubbock Fire Rescue Cause No. 2015-516,170; 99th District Court; Lubbock County, Texas.

2. 1. 2. Lubbock Police Department probationary officer selection procedure and practice.

2. 1. 3. Discuss Subchapter C of Chapter 552 of the Texas Local Government Code and any ordinances or resolutions adopted pursuant thereto.

2. 1. 4. Purchase Power Agreement

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

2. 2. 1. City Attorney

2. 2. 2. City Manager

2. 2. 3. City Secretary

3. Proclamations and Presentations

3. 1. Invocation by Pastor Jason Atchley, Bacon Heights Baptist Church

Pastor Jason Atchley, Bacon Heights Baptist Church, led the invocation.

3. 2. Pledges of Allegiance

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

3. 3. Presentation of a special recognition for the Red Hat Society.

This item was not addressed.

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

4. 1. Sign-ups:

- J.J. Killeen and Bob Muzyka appeared before City Council to state they were available to answer questions on item 7.3 (Golf Hub of Lubbock License Agreement).

5. Minutes

5. 1. May 19, 2015 Special City Council Meeting (Electric Utility Board)
June 5, 2015 Special City Council Meeting (Electric Utility Board)
June 11, 2015 Regular City Council Meeting

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Latrelle Joy to approve the May 19, 2015 Special City Council Meeting (Electric Utility Board) minutes, the June 5, 2015 Special City Council Meeting (Electric Utility Board) minutes, and the June 11, 2015 Regular City Council Meeting minutes.

Vote: 5 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)
Council Member Floyd Price (ABSENT)

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 Karen Gibson, seconded by Mayor Pro Tem Jim Gerlt to approve items 6.1-6.7.

Vote: 5 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)
Council Member Floyd Price (ABSENT)

6. 1. Budget Amendment Ordinance 1st Reading - Finance: Ordinance No. 2015-O0070, Amendment 27, amending the FY 2014-15 budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of State Health Services for the Public Health Emergency Preparedness Grant; and the Texas Department of Housing and Community Affairs for the Comprehensive Energy Assistance Program Grant; providing for filing; and providing for a savings clause.

6. 2. Resolution - Public Works Engineering: Resolution No. 2015-R0220 authorizing the Mayor to execute Change Order 1 to Contract 12060 with Deerwood Construction, Inc. for Construction of the Downtown Redevelopment Underground Duct System Phase 2.

6. 3. Resolution – Public Works Engineering: Resolution No. 2015-R0221 authorizing the Mayor to execute a professional services contract with Freese & Nichols, Inc. (FNI) for final design on the Lake Alan Henry structures monitoring.

6. 4. **Resolution - Water Utilities:** Resolution No.'s 2015-R0222 and 2015-R0223 authorizing the Mayor to execute contract 12413 with Designscapes LLC, contract 12322 with Ground Effects and contract 12412 with Center Point for landscape maintenance services, ITB 15-12322-MA.

Note: Resolution No. 2015-R0222, Contract No. 12322 with Ground Effects; and Resolution No. 2015-R0223, Contract No. 12412 with Center Point, were approved under this item. Contract No. 12413, with Designscapes LLC, was not required to be approved by City Council.

6. 5. **Resolution - Wastewater Utility:** Resolution No. 2015-R0224 authorizing the Mayor to execute purchase contract 23103265 with J&L Equipment of Amarillo, Texas, for four submersible Flygt pumps.

6. 6. **Resolution - Civic Center:** Resolution No. 2015-R0225 authorizing the Mayor to execute Amendment 1 to contract 11366 between the City of Lubbock and Chapman Harvey Architects, Inc. for additional services for renovations to the Lubbock Memorial Civic Center.

6. 7. **Resolution - Civic Center:** Resolution No. 2015-R0226 approving the recommendation from the Cultural Arts Grant Review Committee and the Civic Lubbock, Inc. Board of Directors for the first of two granting periods for the 2015 Cultural Arts Grant Program using Hotel Occupancy Tax funds allocated for FY 2014-15.

7. Regular Agenda

7. 1. **Ordinance 1st Reading - Planning:** Ordinance No. 2015-O0071 for a petitioned annexation from Trantham and Rich, LLC, CNS Realty, L.C., and Gary Bell to annex a parcel approximately 157.57 acres adjacent to the city limits south of 130th Street (FM 1585) east of University Avenue.

Chad Weaver, City Attorney, gave comments and answered questions from City Council.

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to approve Ordinance No. 2015-O0071.

Vote: 4 - 1 Motion carried

NAY: Council Member Latrelle Joy

Other: Council Member Victor Hernandez (ABSENT)
Council Member Floyd Price (ABSENT)

7. 2. **Ordinance 1st reading - Planning:** Ordinance No. 2015-O0072 for annexation of approximately 223 acres adjacent to the city limits north of East FM 1294 and east of Interstate 27, lying in Sections 37 and 38, Block D, L.&S.V.RR Survey and Section 36 Block A, Lubbock County.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Jeff Griffith to approve Ordinance No. 2015-O0072.

Vote: 5 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)
Council Member Floyd Price (ABSENT)

7. 3. **Resolution - Parks and Recreation:** Consider a resolution authorizing the City Manager, or his designee, to negotiate with Golf Hub of Lubbock for a license agreement to construct, maintain and operate a golf driving range and practice facility with concessions in McAlister Park.

This item was postponed.

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to postpone this item to the July 23, 2015 Regular City Council Meeting.

Vote: 4 - 1 Motion carried

NAY: Council Member Latrelle Joy
Other: Council Member Victor Hernandez (ABSENT)
Council Member Floyd Price (ABSENT)

7. 4. **Ordinance 2nd Reading – Planning:** Ordinance No. 2015-O0066, for Zone Case 916-C, a request of Jennifer Paz, for Stripes LLC, for a zoning change from C-2 and C-4 to C-3 on Tract E, Tract H, and the north 42.75 feet of Tract J, Wilshire Park Addition, 2530 Parkway Drive and 102 and 108 Cherry Avenue.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Jeff Griffith to approve Ordinance No. 2015-O0066.

Vote: 5 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)
Council Member Floyd Price (ABSENT)

7. 5. **Ordinance 2nd Reading – Planning:** Ordinance No. 2015-O0067, for Zone Case 3003-E, a request of Hugo Reed and Associates, Inc., for Fountain Hills LP, for a zoning change from GO to A-1 on 1.5 acres of unplatted land out of Block AK, Section 21, south of 98th Street and east of Milwaukee Avenue.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Karen Gibson to approve Ordinance No. 2015-O0067.

Vote: 5 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)
Council Member Floyd Price (ABSENT)

7. 6. **Ordinance 2nd Reading – Planning:** Ordinance No. 2015-O0068, for Zone Case 3255-A, a request of Kay Pruitt, for Rusty Hendrick, for a zoning change from R-1 to M-1 Specific Use for professional offices and warehouse uses on 3.077 acres of unplatted land out of Block AK, Section 42, 7602 34th Street.

Motion by Council Member Karen Gibson, seconded by Mayor Pro Tem Jim Gerlt to approve Ordinance No. 2015-O0068.

Vote: 5 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)
Council Member Floyd Price (ABSENT)

7. 7. **Ordinance 2nd Reading – Planning:** Ordinance No. 2015-O0069, for Zone Case 3257-A, a request of Burl Masters, for 1585 Development LLC, for a zoning change from T to A-2, C-3, GO, R-2, and R-1 Specific Use on 303.576 acres of unplatted land out of Block AK, Section 1, south of 130th Street, between Indiana Avenue and University Avenue.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Karen Gibson to approve Ordinance No. 2015-O0069.

Vote: 4 - 1 Motion carried

NAY: Council Member Latrelle Joy
Other: Council Member Victor Hernandez (ABSENT)
Council Member Floyd Price (ABSENT)

7. 8. **Resolution - City Manager:** Consider a resolution approving and confirming the appointment of Jerry Brewer as Interim Police Chief of the City of Lubbock, said appointment having been made by the City Manager on June 26, 2015.

This item was postponed.

Motion by Council Member Latrelle Joy, seconded by Mayor Pro Tem Jim Gerlt to postpone this item to the July 23, 2015 Regular City Council Meeting.

Vote: 5 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)
Council Member Floyd Price (ABSENT)

5:31 P.M. CITY COUNCIL ADJOURNED

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

Regular City Council Meeting **6. 1.**

Meeting Date: 08/13/2015

Information

Agenda Item

Budget Amendment Ordinance 2nd Reading - Finance: Consider Budget Amendment Ordinance 2015-O0073 Amendment 28 amending the FY 2014-15 budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of Public Safety for the Emergency Management Preparedness Grant; respecting the General Fund by decreasing the transfer to the Grant Fund; providing for filing; and providing for a savings clause.

Item Summary

On July 23, 2015, the City Council approved the first reading of the ordinance.

I. Accept and appropriate $78,238 from the Texas Department of Public Safety for the Emergency Management Preparedness Grant.

II. Decrease the transfer from the General Fund to the Grant Fund by $59,864, from $435,877 to $376,013.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 28

EMPG Grant Detail Sheet

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2014-15 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS DEPARTMENT OF PUBLIC SAFETY FOR THE EMERGENCY MANAGEMENT PREPAREDNESS GRANT; RESPECTING THE GENERAL FUND BY DECREASING THE TRANSFER TO THE GRANT FUND; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

WHEREAS, the City Council deems it advisable to change the FY 2014-15 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2014-15 (Budget Amendment #28) for municipal purposes, as follows:

I. Accept and appropriate $78,238 from the Texas Department of Public Safety for the Emergency Management Preparedness Grant.

II. Decrease the transfer from the General Fund to the Grant Fund by $59,864, from $435,877 to $376,013.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

_____
Amy Sims
Assistant City Attorney

ccdocs/BudgetFY1415.Amend 28.ord
July 9, 2015

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
July 23, 2015

Administrative Information:

City Assigned Grant Number:	87078
Grant Name:	Emergency Management Performance Grant
Grant Effective Date:	10/1/2014-3/31/2016
Grant Provider/Agency:	Texas Department of Public Safety
Grant Award Amount:	$ 78,238

Budget Information:	**Cost**
Grant Appropriation Detail	
General Fund Reimbursement	59,864
Other - Allocation to County	18,374
Total Appropriation	$ 78,238

Regular City Council Meeting **6. 1. 1.**

Meeting Date: 08/13/2015

Information

Agenda Item

Resolution - Emergency Management: Consider a resolution approving and ratifying the signature of the City Manager for and on behalf of the City of Lubbock for Sub-Recipient Grant Agreement 12463 (TDEM Grant No. 15TX-EMPG-0944) and any associated documents by and between the City of Lubbock and the Texas Division of Emergency Management.

Item Summary

The Grant funding must be used to support the local emergency management program and to encourage mitigation, preparedness, response and recovery capabilities for all hazard events. The Emergency Management Performance Grant is administered through the Texas Division of Emergency Management. This Grant reimbursement is for emergency management program costs incurred between October 1, 2014 and March 31, 2016.

Fiscal Impact

The Emergency Management Performance Grant requires a minimum 50% match. The maximum amount of funding the City and County can receive from the program is $78,239. The 2013-14 Emergency Management Performance Grant was for $96,650.

Staff/Board Recommending

Mike Kemp, Fire Chief
Jay Parchman, Director of Emergency Management

Attachments

Resolution - TDEM
Award Letter

RESOLUTION

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

THAT the City Manager the City of Lubbock is hereby authorized and directed to accept funding on behalf of the City of Lubbock through the Emergency Management Performance Grant and prior actions by the City Manager to accept this funding are hereby ratified. Notice of the Grant Award, previously accepted by the City Manager, is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
James W. Loomis, City Manager

APPROVED AS TO FORM:

_____
John C. Grace, Assistant City Attorney

S:\cityatt\CODOCS\Res-EM Grant-2015.doc

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000
www.dps.texas.gov

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DEPUTY DIRECTORS

COMMISSION
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MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

July 1, 2015

James W. Loomis
Lubbock City Manager
P.O. Box 2000
Lubbock, TX 79457-2000

Dear City Manager Loomis:

This letter is to advise you that your application to participate in the Emergency Management Performance Grant (EMPG) program during Fiscal Year 2015 (FY 15) has been approved.

The enclosed "Notice of Sub-recipient Grant Award" specifies the federal EMPG program funding that will be provided to your jurisdiction during FY 15. This document must be signed by the "Authorized Official" indicated on the "Designation of EMPG Grant Officials" form (TDEM-17B) submitted in your original application. The signed "Notice of Sub-recipient Grant Award" must be returned to the Texas Division of Emergency Management (TDEM) within 45 days of the date of this letter. Failure to return documentation to TDEM within 45 days may result in redistribution of award funds to another jurisdiction.

Participation in the EMPG program requires adherence to all tasks outlined in the ***2015 Local Emergency Management Performance Grant (EMPG) Guide*** located online at: ***http://www.txdps.state.tx.us/dem/CouncilsCommittees/EMPG/empgGuide.pdf.*** The 2015 Terms and Conditions are also enclosed for your review.

Of these tasks, there are three reports (financial, metrics, and progress reports) that must be submitted throughout the grant year. Due dates are outlined in the "Report Due Dates" enclosure.

If your jurisdiction does not wish to participate in the FY 15 EMPG program, please submit a letter from your authorized official requesting termination of participation.

If you have any questions, please contact the EMPG Grant Coordinator (Lisa Resendez at Lisa.Resendez@dps.texas.gov or 512-424-7511/512-574-1473) or your District Coordinator.

Respectfully,

W. Nim Kidd, CEM®, TEM®
Chief
Texas Division of Emergency Management
Assistant Director
Texas Homeland Security
Texas Department of Public Safety

RECEIVED JUL 06 2015

EQUAL OPPORTUNITY EMPLOYER
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TEXAS DEPARTMENT OF PUBLIC SAFETY

TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM)

NOTICE OF SUBRECIPIENT GRANT AWARD

Program Title: Emergency Management Performance Grant

DHS Instrument Number: 2015-EP-00011

TDEM Grant Number: 15TX-EMPG-0944

Administered By:	Texas Department of Public Safety Texas Division of Emergency Management P.O. Box 4087 Austin, Texas 78773-0220
SubRecipient:	**City of Lubbock** **P.O. Box 2000** **Lubbock, TX 79457-2000**
Amount of Grant:	**$78,238.05**
Period of Grant:	October 1, 2014 to March 31, 2016

The period of grant reflects a six (6) month PROGRAMMATIC EXTENSION ONLY to complete and close out your FY 15 EMPG grant year. Signing Acceptance of this document means that you accept and will comply with all requirements listed in the attached FY 2015 Terms and Conditions.

AGENCY APPROVAL	GRANT ACCEPTANCE
	 Authorized Signature Required
W. Nim Kidd, CEM Assistant Director Texas Department of Public Safety Chief Texas Division of Emergency Management	Printed Name/Title: JAMES W. LOOMIS CITY MANAGER
Date: 7-1-15	Date: 7-6-15

Return Signed Copy of This Page *within 45 days* to:
Texas Department of Public Safety
Texas Division of Emergency Management
Attention: Heather Baxter, Grant Technician
P.O. Box 4087
Finance and Grant Management MSC 0229
Austin, TX 78773-0220

2015 Emergency Management Performance Grant (EMPG)
Terms and Conditions

1. Purpose: The FY 2015 priority for this program is to advance "Whole Community" security and emergency management. Grant funds will be used to support local comprehensive emergency management programs to encourage improvement of mitigation, preparedness, response, and recovery capabilities for all hazards. Funding may be used to support activities that contribute to the capability to manage consequences from acts of terrorism. Funds provided may also be used to accomplish initiatives described in the Federal Program Guidelines, including local implementation of the National Incident Management System (NIMS), incorporation of appropriate references to the National Response Framework (NRF) into local plans, homeland security assessment and strategy integration, and assessment of local emergency management program using Emergency Management Assessment Program (EMAP) standards.

2. Grant Conditions: Identify the source of funding under which this award is funded and reference the government code. The federal grant terms and conditions are located at: http://www.fema.gov/media-library/assets/documents/92248

3. Grant Acceptance: Notice of Subrecipient Grant Award remains an offer until the signed copy of the Acceptance of Subrecipient Grant Award is received by the Department of Public Safety in accordance with the instructions provided in the transmittal letter.

4. Work to Be Performed: The approved FY 2015 Statement of Work and Progress Report template outlines eight tasks that the grantee must perform during the grant period. The following additional tasks are also required of Subrecipients:

A. Implement (NIMS) at the local level.

B. Incorporate pertinent information concerning NRF into the local or inter-jurisdictional emergency management plan and its annexes.

C. Subrecipients must have a tracking system of record to organize and coordinate resources in response to incidents.

D. During the performance period of this grant, Subrecipient must maintain an emergency management plan at the Advanced Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM). This may be accomplished by jurisdictions maintaining their own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in the Subrecipient's plan, Subrecipients will correct deficiencies within sixty (60) days of receiving notice of such deficiencies from TDEM.

E. Subrecipients must maintain an updated inventory of equipment purchased through this grant program in accordance with Uniform Grant Management Standards – III, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C-Post-Award Requirements, Reports, Records, Retention, and Enforcement, Equipment and the Department of Homeland Security (DHS), Office of Grant Operations Financial Management Guide.

F. The Subrecipient agrees that any equipment purchased with funds through this grant program shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security." Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

5. Grant Funding: Lists the amount of funding for this award. The amount of this grant may be less than the amount requested in your Application for Federal Assistance due to limits on federal funding for the EMPG program. However, EMPG grant recipients should continue to report all eligible expenses in quarterly financial reports. In the event additional program funding becomes available from the federal government or unspent EMPG funds remain at the end of the fiscal year, TDEM may be able to allocate additional funding to EMPG program participants.

6. Financial and Administrative Requirements: In Accordance with 44 Code of Federal Regulations (CFR) Part 13, Subrecipient agrees to comply with the applicable financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide located at http://www.ojp.usdoj.gov/financialguide/.

A. All emergency management program costs for which the Subrecipient seeks reimbursement must be eligible in accordance with Office of Management and Budget (OMB) Circular A-87, Cost Principles or State, Local, and Indian Tribal Governments. A copy of that document is available at: http://www.whitehouse.gov/omb/circulars.

B. Subrecipient will comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. http://www.whitehouse.gov/omb/circulars_default

C. When implementing Federal Emergency Management Agency (FEMA) National Preparedness Directorate funded activities; the Subrecipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. The Subrecipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting FEMA funded activities.

D. Subrecipient will assist the awarding agency (if necessary) in assuring compliance with the National Historic Preservation Act of 1966 Section 106 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321). (Federal Assurance).

E. Subrecipient agrees to make no request for reimbursement for goods or services procured by the Subrecipient either prior to the start of the period of performance stated in this award document or after the end of the period of performance.

F. Notwithstanding any other provisions of this document, the parties understand and agree that the obligations of TDEM under this Agreement are contingent upon the availability of adequate funds to meet TDEM's liabilities. TDEM shall not be liable to the Subrecipient for costs under this Agreement that exceed the amount specified in the Notice of Subrecipient Grant Award.

7. Single Audit Act Requirements: If Subrecipient has expenditures in excess of $500,000 in federal funds of all types within a single fiscal year, it must have an audit performed in accordance with the Single Audit Act as amended. Subrecipient agrees to comply with the audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations.

8. Reporting Requirements: Subrecipient agrees to comply with all reporting requirements and shall provide such information as required by TDEM. Reporting requirements are found in the *2015 Local Emergency Management Performance Grant (EMPG) Guide*. Subrecipients may be required to submit additional information and data requested by TDEM and after the end of the period of performance in order to close out the grant. A copy of the *2015 Local Emergency Management Performance Grant (EMPG) Guide* can be found on the TDEM website at: http://www.txdps.state.tx.us/dem/CouncilsCommittees/EMPG/empgCurrentGuide.pdf.
Subrecipient must prepare and submit Semi-Annual Progress Reports to TDEM for the duration of the grant performance period or until all grant activities are completed and the grant is formally closed. The first performance reporting period is October 1 to March 31 (progress report due April 15) and the second reporting period is April 1 to September 30 (progress report due October 15). Subrecipient may also be required to submit additional information and data as requested by TDEM.

9. Review of Work and Expenditures: TDEM may review the work of the Subrecipient with respect to approved program tasks and expenditures for which reimbursement is requested to ensure the federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of this contract or grant agreement and that performance goals are achieved. These reviews may include, without limitation: comparing actual Subrecipient activities to those approved in the sub-award application and subsequent modifications if any; ensuring that grant funds have been expended in accordance with applicable guidelines; confirming compliance with grant assurances, and verifying information provided on performance reports and payment requests. **EMPG grant funds cannot be matched with any other federal funds.**

10. Lobbying:

A. As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the Subrecipient certifies that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making

of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3) The Subrecipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

11. Debarment, Suspension, and other Responsibility Matters:

A. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 (Federal Certification).

B. The Subrecipient certifies that it and its principals and vendors:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Subrecipients can access debarment information by going to www.epls.gov.

2) Have not, within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

4) Have not, within a three-year period preceding this application, had one or more public transactions (Federal, State, or local) terminated for cause or default.

C. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application (Federal Certification).

12. Monitoring:

A. Subrecipient will provide TDEM, State Auditor, DHS personnel or their authorized representative, access to and the right to examine all paper or electronic records related to financial assistance.

B. Subrecipient agrees to monitor their program to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that the performance goals are achieved.

C. TDEM may perform periodic reviews of Subrecipient performance of eligible activities and approved projects. These reviews may include, without limitation: performance of an on-site audit and compliance monitoring, including inspection of all grant-related records and items, comparing actual Subrecipient activities to those approved in the sub-award application and subsequent modifications if any, ensuring that advances have been disbursed in accordance with applicable guidelines, confirming compliance with grant assurances, verifying information provided in performance reports and reviewing payment requests, needs and threat assessments and strategies.

D. Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA National Preparedness Directorate.

E. The Subrecipient official certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

13. Reimbursement for Expenses:

Reimbursement for expenses incurred during the second and fourth quarter of Fiscal Year 2015 will not be disbursed until TDEM receives the first and second semi-annual EMPG Progress Reports, which are due on April 15, and October 15, respectively.

14. Choice of Law: This agreement shall be construed and governed by Texas law.

15. Changes to the Law: DPS is a state agency whose authority and appropriations are subject to the actions of the Texas Legislature and the United States Congress. If DPS and/or the subject matter of this contract become subject to a legislative or regulatory change, revocation of statutory or regulatory authority, or lack of funds that would render the services and/or goods and/or payment to be provided under this agreement impossible, unnecessary, void, or substantially amended, DPS may terminate this agreement without penalty to, or any liability whatsoever on the part of, DPS, the State of Texas, or the United States. This contract does not grant vendor a franchise or any other vested property right.

16. Written Modification: No modification or amendment to this Agreement shall become valid unless in writing and signed by both parties.

17. To the extent it applies, Subrecipient shall comply with Texas Government Code, Chapter 783, 1 Texas Administrative Code (TAC) §§ 5.141 *et seq.*, and the Uniform Grant Management Standards, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart B, §_14.

18. To the extent it applies, Subrecipient shall comply with the General Appropriations Act, 80th Legislature, Article IX, Part 17.

19. TDEM may suspend or terminate sub-award funding, in whole or in part, or other measures may be imposed for any of the following reasons: failing to comply with the requirements or statutory objectives of federal law, failing to make satisfactory progress toward the goals or objectives set forth in the sub-award application, failing to follow grant agreement requirements or special conditions, failing to submit required reports, or filing a false certification or other report or document. Satisfactory progress is defined as accomplishing the following during the performance period of the grant: requesting federal funds for purchases, training, etc. and deciding what purchases will be made, ordering the equipment, ensuring the equipment is shipped and received, and training is accomplished with the equipment (or readied for deployment). All of the aforementioned tasks must be accomplished in a timely manner. **Special Conditions may be imposed on Subrecipient's use of grant funds until problems identified during grant monitoring visits conducted by TDEM audit and compliance personnel are resolved.**

TEXAS DEPARTMENT OF PUBLIC SAFETY

TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM)

NOTICE OF SUBRECIPIENT GRANT AWARD	
Program Title: Emergency Management Performance Grant	
DHS Instrument Number: 2015-EP-00011	
TDEM Grant Number: 15TX-EMPG-0944	
Administered By:	Texas Department of Public Safety Texas Division of Emergency Management P.O. Box 4087 Austin, Texas 78773-0220
SubRecipient:	**City of Lubbock** **P.O. Box 2000** **Lubbock, TX 79457-2000**
Amount of Grant:	**$78,238.05**
Period of Grant: October 1, 2014 to March 31, 2016	

The period of grant reflects a six (6) month PROGRAMMATIC EXTENSION ONLY to complete and close out your FY 15 EMPG grant year. Signing Acceptance of this document means that you accept and will comply with all requirements listed in the attached FY 2015 Terms and Conditions.

AGENCY APPROVAL	**GRANT ACCEPTANCE**
	 Authorized Signature Required
W. Nim Kidd, CEM Assistant Director Texas Department of Public Safety Chief Texas Division of Emergency Management	Printed Name/Title: JAMES W. LOOMIS CITY MANAGER
Date: 7-1-15	Date:

Return Signed Copy of This Page *within 45 days* to:
Texas Department of Public Safety
Texas Division of Emergency Management
Attention: Heather Baxter, Grant Technician
P.O. Box 4087
Finance and Grant Management MSC 0229
Austin, TX 78773-0220

2015 Emergency Management Performance Grant (EMPG)
Terms and Conditions

1. Purpose: The FY 2015 priority for this program is to advance "Whole Community" security and emergency management. Grant funds will be used to support local comprehensive emergency management programs to encourage improvement of mitigation, preparedness, response, and recovery capabilities for all hazards. Funding may be used to support activities that contribute to the capability to manage consequences from acts of terrorism. Funds provided may also be used to accomplish initiatives described in the Federal Program Guidelines, including local implementation of the National Incident Management System (NIMS), incorporation of appropriate references to the National Response Framework (NRF) into local plans, homeland security assessment and strategy integration, and assessment of local emergency management program using Emergency Management Assessment Program (EMAP) standards.

2. Grant Conditions: Identify the source of funding under which this award is funded and reference the government code. The federal grant terms and conditions are located at: http://www.fema.gov/media-library/assets/documents/92248

3. Grant Acceptance: Notice of Subrecipient Grant Award remains an offer until the signed copy of the Acceptance of Subrecipient Grant Award is received by the Department of Public Safety in accordance with the instructions provided in the transmittal letter.

4. Work to Be Performed: The approved FY 2015 Statement of Work and Progress Report template outlines eight tasks that the grantee must perform during the grant period. The following additional tasks are also required of Subrecipients:

A. Implement (NIMS) at the local level.

B. Incorporate pertinent information concerning NRF into the local or inter-jurisdictional emergency management plan and its annexes.

C. Subrecipients must have a tracking system of record to organize and coordinate resources in response to incidents.

D. During the performance period of this grant, Subrecipient must maintain an emergency management plan at the Advanced Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM). This may be accomplished by jurisdictions maintaining their own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in the Subrecipient's plan, Subrecipients will correct deficiencies within sixty (60) days of receiving notice of such deficiencies from TDEM.

E. Subrecipients must maintain an updated inventory of equipment purchased through this grant program in accordance with Uniform Grant Management Standards – III, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C-Post-Award Requirements, Reports, Records, Retention, and Enforcement, Equipment and the Department of Homeland Security (DHS), Office of Grant Operations Financial Management Guide.

F. The Subrecipient agrees that any equipment purchased with funds through this grant program shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security." Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

5. Grant Funding: Lists the amount of funding for this award. The amount of this grant may be less than the amount requested in your Application for Federal Assistance due to limits on federal funding for the EMPG program. However, EMPG grant recipients should continue to report all eligible expenses in quarterly financial reports. In the event additional program funding becomes available from the federal government or unspent EMPG funds remain at the end of the fiscal year, TDEM may be able to allocate additional funding to EMPG program participants.

6. Financial and Administrative Requirements: In Accordance with 44 Code of Federal Regulations (CFR) Part 13, Subrecipient agrees to comply with the applicable financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide located at http://www.ojp.usdoj.gov/financialguide/.

A. All emergency management program costs for which the Subrecipient seeks reimbursement must be eligible in accordance with Office of Management and Budget (OMB) Circular A-87, Cost Principles or State, Local, and Indian Tribal Governments. A copy of that document is available at: http://www.whitehouse.gov/omb/circulars.

B. Subrecipient will comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. http://www.whitehouse.gov/omb/circulars_default

C. When implementing Federal Emergency Management Agency (FEMA) National Preparedness Directorate funded activities; the Subrecipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. The Subrecipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting FEMA funded activities.

D. Subrecipient will assist the awarding agency (if necessary) in assuring compliance with the National Historic Preservation Act of 1966 Section 106 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321). (Federal Assurance).

E. Subrecipient agrees to make no request for reimbursement for goods or services procured by the Subrecipient either prior to the start of the period of performance stated in this award document or after the end of the period of performance.

F. Notwithstanding any other provisions of this document, the parties understand and agree that the obligations of TDEM under this Agreement are contingent upon the availability of adequate funds to meet TDEM's liabilities. TDEM shall not be liable to the Subrecipient for costs under this Agreement that exceed the amount specified in the Notice of Subrecipient Grant Award.

7. Single Audit Act Requirements: If Subrecipient has expenditures in excess of $500,000 in federal funds of all types within a single fiscal year, it must have an audit performed in accordance with the Single Audit Act as amended. Subrecipient agrees to comply with the audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations.

8. Reporting Requirements: Subrecipient agrees to comply with all reporting requirements and shall provide such information as required by TDEM. Reporting requirements are found in the *2015 Local Emergency Management Performance Grant (EMPG) Guide*. Subrecipients may be required to submit additional information and data requested by TDEM and after the end of the period of performance in order to close out the grant. A copy of the *2015 Local Emergency Management Performance Grant (EMPG) Guide* can be found on the TDEM website at: http://www.txdps.state.tx.us/dem/CouncilsCommittees/EMPG/empgCurrentGuide.pdf.
Subrecipient must prepare and submit Semi-Annual Progress Reports to TDEM for the duration of the grant performance period or until all grant activities are completed and the grant is formally closed. The first performance reporting period is October 1 to March 31 (progress report due April 15) and the second reporting period is April 1 to September 30 (progress report due October 15). Subrecipient may also be required to submit additional information and data as requested by TDEM.

9. Review of Work and Expenditures: TDEM may review the work of the Subrecipient with respect to approved program tasks and expenditures for which reimbursement is requested to ensure the federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of this contract or grant agreement and that performance goals are achieved. These reviews may include, without limitation: comparing actual Subrecipient activities to those approved in the sub-award application and subsequent modifications if any; ensuring that grant funds have been expended in accordance with applicable guidelines; confirming compliance with grant assurances, and verifying information provided on performance reports and payment requests. **EMPG grant funds cannot be matched with any other federal funds.**

10. Lobbying:

A. As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the Subrecipient certifies that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making

of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3) The Subrecipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

11. Debarment, Suspension, and other Responsibility Matters:

A. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 (Federal Certification).

B. The Subrecipient certifies that it and its principals and vendors:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Subrecipients can access debarment information by going to www.epls.gov.

2) Have not, within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

4) Have not, within a three-year period preceding this application, had one or more public transactions (Federal, State, or local) terminated for cause or default.

C. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application (Federal Certification).

12. Monitoring:

A. Subrecipient will provide TDEM, State Auditor, DHS personnel or their authorized representative, access to and the right to examine all paper or electronic records related to financial assistance.

B. Subrecipient agrees to monitor their program to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that the performance goals are achieved.

C. TDEM may perform periodic reviews of Subrecipient performance of eligible activities and approved projects. These reviews may include, without limitation: performance of an on-site audit and compliance monitoring, including inspection of all grant-related records and items, comparing actual Subrecipient activities to those approved in the sub-award application and subsequent modifications if any, ensuring that advances have been disbursed in accordance with applicable guidelines, confirming compliance with grant assurances, verifying information provided in performance reports and reviewing payment requests, needs and threat assessments and strategies.

D. Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA National Preparedness Directorate.

E. The Subrecipient official certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

13. Reimbursement for Expenses:

Reimbursement for expenses incurred during the second and fourth quarter of Fiscal Year 2015 will not be disbursed until TDEM receives the first and second semi-annual EMPG Progress Reports, which are due on April 15, and October 15, respectively.

14. Choice of Law: This agreement shall be construed and governed by Texas law.

15. Changes to the Law: DPS is a state agency whose authority and appropriations are subject to the actions of the Texas Legislature and the United States Congress. If DPS and/or the subject matter of this contract become subject to a legislative or regulatory change, revocation of statutory or regulatory authority, or lack of funds that would render the services and/or goods and/or payment to be provided under this agreement impossible, unnecessary, void, or substantially amended, DPS may terminate this agreement without penalty to, or any liability whatsoever on the part of, DPS, the State of Texas, or the United States. This contract does not grant vendor a franchise or any other vested property right.

16. Written Modification: No modification or amendment to this Agreement shall become valid unless in writing and signed by both parties.

17. To the extent it applies, Subrecipient shall comply with Texas Government Code, Chapter 783, 1 Texas Administrative Code (TAC) §§ 5.141 *et seq.*, and the Uniform Grant Management Standards, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart B, §_14.

18. To the extent it applies, Subrecipient shall comply with the General Appropriations Act, 80th Legislature, Article IX, Part 17.

19. TDEM may suspend or terminate sub-award funding, in whole or in part, or other measures may be imposed for any of the following reasons: failing to comply with the requirements or statutory objectives of federal law, failing to make satisfactory progress toward the goals or objectives set forth in the sub-award application, failing to follow grant agreement requirements or special conditions, failing to submit required reports, or filing a false certification or other report or document. Satisfactory progress is defined as accomplishing the following during the performance period of the grant: requesting federal funds for purchases, training, etc. and deciding what purchases will be made, ordering the equipment, ensuring the equipment is shipped and received, and training is accomplished with the equipment (or readied for deployment). All of the aforementioned tasks must be accomplished in a timely manner. **Special Conditions may be imposed on Subrecipient's use of grant funds until problems identified during grant monitoring visits conducted by TDEM audit and compliance personnel are resolved.**

FY 2015 EMPG Application Timeline

October 1, 2014	EMPG Performance Period begins
January 31, 2015	**EMPG Application** form and **Statement of Work** due to TDEM, Grant Coordinator, Office of Management and Budget
	FY 2015 EMPG 1st Quarter **Financial Report** due to TDEM, EMPG Auditor, Office of Management and Budget
	**FY 2015 FEMA Quarterly Metrics Template due to TDEM, Grant Coordinator, Office of Management and Budget. (Templates will be emailed with proper instructions to all jurisdictions)
April 15, 2015	1st semiannual cumulative **Progress Report** due to TDEM, Grant Coordinator, Office of Management and Budget
April 30, 2015	2nd Quarter **Financial Report** due to TDEM, EMPG Auditor, Office of Management and Budget
	**FY 2015 FEMA Quarterly Metrics Template due to TDEM, Grant Coordinator, Office of Management and Budget. (Templates will be emailed with proper instructions to all jurisdictions)
July 15, 2015	**FY 2015 FEMA Quarterly Metrics Template due to TDEM, Grant Coordinator, Office of Management and Budget. (Templates will be emailed with proper instructions to all jurisdictions)
July 31, 2015	3rd Quarter **Financial Report** due to TDEM, EMPG Auditor, Office of Management and Budget
September 30, 2015	FY 2015 EMPG Performance Period ends
October 15, 2015	EMPG 2nd semiannual cumulative **Progress Report** due to TDEM, Grant Coordinator, Office of Management and Budget
October 31, 2015	4th Quarter **Financial Report** due to TDEM, EMPG Auditor, Office of Management and Budget
	**FY 2015 FEMA Quarterly Metrics Template due to TDEM, Grant Coordinator, Office of Management and Budget. (Templates will be emailed with proper instructions to all jurisdictions).

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000
www.dps.texas.gov

STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
ROBERT J. BODISCH, SR.
DEPUTY DIRECTORS

COMMISSION
A. CYNTHIA LEON, CHAIR
MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

July 1, 2015

James W. Loomis
Lubbock City Manager
P.O. Box 2000
Lubbock, TX 79457-2000

Dear City Manager Loomis:

This letter is to advise you that your application to participate in the Emergency Management Performance Grant (EMPG) program during Fiscal Year 2015 (FY 15) has been approved.

The enclosed "Notice of Sub-recipient Grant Award" specifies the federal EMPG program funding that will be provided to your jurisdiction during FY 15. This document must be signed by the "Authorized Official" indicated on the "Designation of EMPG Grant Officials" form (TDEM-17B) submitted in your original application. The signed "Notice of Sub-recipient Grant Award" must be returned to the Texas Division of Emergency Management (TDEM) within 45 days of the date of this letter. Failure to return documentation to TDEM within 45 days may result in redistribution of award funds to another jurisdiction.

Participation in the EMPG program requires adherence to all tasks outlined in the ***2015 Local Emergency Management Performance Grant (EMPG) Guide*** located online at: ***http://www.txdps.state.tx.us/dem/CouncilsCommittees/EMPG/empgGuide.pdf.*** The 2015 Terms and Conditions are also enclosed for your review.

Of these tasks, there are three reports (financial, metrics, and progress reports) that must be submitted throughout the grant year. Due dates are outlined in the "Report Due Dates" enclosure.

If your jurisdiction does not wish to participate in the FY 15 EMPG program, please submit a letter from your authorized official requesting termination of participation.

If you have any questions, please contact the EMPG Grant Coordinator (Lisa Resendez at Lisa.Resendez@dps.texas.gov or 512-424-7511/512-574-1473) or your District Coordinator.

Respectfully,

W. Nim Kidd, CEM®, TEM®
Chief
Texas Division of Emergency Management
Assistant Director
Texas Homeland Security
Texas Department of Public Safety

RECEIVED JUL 06 2015

TEXAS DEPARTMENT OF PUBLIC SAFETY

TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM)

NOTICE OF SUBRECIPIENT GRANT AWARD

Program Title: Emergency Management Performance Grant

DHS Instrument Number: 2015-EP-00011

TDEM Grant Number: 15TX-EMPG-0944

Administered By: Texas Department of Public Safety
Texas Division of Emergency Management
P.O. Box 4087
Austin, Texas 78773-0220

SubRecipient: **City of Lubbock**
P.O. Box 2000
Lubbock, TX 79457-2000

Amount of Grant: **$78,238.05**

Period of Grant: October 1, 2014 to March 31, 2016

The period of grant reflects a six (6) month PROGRAMMATIC EXTENSION ONLY to complete and close out your FY 15 EMPG grant year. Signing Acceptance of this document means that you accept and will comply with all requirements listed in the attached FY 2015 Terms and Conditions.

AGENCY APPROVAL	GRANT ACCEPTANCE
	 Authorized Signature Required
W. Nim Kidd, CEM Assistant Director Texas Department of Public Safety Chief Texas Division of Emergency Management	Printed Name/Title: JAMES W. LOOMIS CITY MANAGER
Date: 7-1-15	Date:

Return Signed Copy of This Page *within 45 days* to:
Texas Department of Public Safety
Texas Division of Emergency Management
Attention: Heather Baxter, Grant Technician
P.O. Box 4087
Finance and Grant Management MSC 0229
Austin, TX 78773-0220

Regular City Council Meeting **6. 2.**

Meeting Date: 08/13/2015

Information

Agenda Item

Budget Amendment Ordinance 1st Reading - Finance: Consider Budget Ordinance Amendment 29 amending the FY 2014-15 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of State Health Services for the Immunization Branch - Locals Grant, the Texas Department of Transportation for the Selective Traffic Enforcement Program (STEP) Comprehensive Grant and the Safety City - Teaching Kids to be Street Smart Grant, the Texas Department of Housing and Community Affairs for the Community Services Block Grant and respecting the General Fund to increase the transfer to the Grant Fund and reduce the Police Department Operating Budget, providing for filing and providing for a savings clause.

Item Summary

I. Accept and appropriate $232,115 from the Texas Department of State Health Services for the Immunization Branch - Locals Grant.

II. Accept and appropriate $61,008 from the Texas Department of Transportation for the STEP Comprehensive Grant, transfer a local match of $61,008 from the General Fund to the Grant Fund and reduce the Police Department Operating Budget by $61,008.

III. Accept and appropriate $34,811 from the Texas Department of Transportation for the Safety City - Teaching Kids to be Street Smart Grant.

IV. Accept and appropriate an additional $92,446 from the Texas Department of Housing and Community Affairs for the Community Services Block Grant, for a total appropriation of $277,339.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - BA#29

Grant Detail Sheet - Health Immunization Grant

Grant Detail Sheet - Park Safety City

Grant Detail Sheet - Community Development

Grant Detail Sheet - Police STEP Comprehensive

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2014-15 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES FOR THE IMMUNIZATION BRANCH – LOCALS GRANT; THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) COMPREHENSIVE GRANT AND THE SAFETY CITY – TEACHING KIDS TO BE STREET SMART GRANT; AND THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE COMMUNITY SERVICES BLOCK GRANT; AND RESPECTING THE GENERAL FUND TO INCREASE THE TRANSFER TO THE GRANT FUND AND REDUCE THE POLICE DEPARTMENT OPERATING BUDGET; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

WHEREAS, the City Council deems it advisable to change the FY 2014-15 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2014-15 (Budget Amendment #29) for municipal purposes, as follows:

I. Accept and appropriate $232,115 from the Texas Department of State Health Services for the Immunization Branch – Locals Grant.

II. Accept and appropriate $61,008 from the Texas Department of Transportation for the STEP Comprehensive Grant, transfer a local match of $61,008 from the General Fund to the Grant Fund, and reduce the Police Department Operating Budget by $61,008.

III. Accept and appropriate $34,811 from the Texas Department of Transportation for the Safety City – Teaching Kids to be Street Smart Grant.

IV. Accept and appropriate an additional $92,446 from the Texas Department of Housing and Community Affairs for the Community Services Block Grant, for a total appropriation of $277,339.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

_____
Amy Sims
Assistant City Attorney

ccdocs/BudgetFY1415 Amend29 ord
July 27, 2015

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
August 13, 2015

Administrative Information:

City Assigned Grant Number:	
Grant Name:	Immunization Branch - Locals
Grant Effective Date:	9/1/2015-8/31/2016
Grant Provider/Agency:	Texas Department of State Health Services

Personnel Information:

# of full-time positions funded w/grant: 4

Title of Position	Annual Salary	Annual Benefits	Grant	General Fund
Registered Nurse	$ 63,561	30,996	94,557	
Licensed Vocational Nurse	36,683	20,032	56,715	
Customer Service Representative	24,704	17,383	31,017	11,070
ImmTrac/PICS Outreach Specialist	30,393	19,433	49,826	
Total	$ 155,341	87,844	232,115	11,070

Budget Information:	**Cost**
Grant Appropriation Detail	
Compensation	$ 155,341
Benefits	76,774
Total Appropriation	$ 232,115

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
August 13, 2015

Administrative Information:

Grant Name:	Safety City - Teaching Kids to Be Street Smart
Grant Effective Date:	10/01/2015-09/30/2016
Grant Provider/Agency:	Texas Department of Transportation
Grant Award Amount:	$ 34,811
Amount City Grant Match:	$ 68,289
Funding Source of Grant Match:	In-kind

Personnel Information:

# of part-time positions funded w/grant	5

Budget Information:

Project Detail	**Cost**
Salaries	$ 75,939
Supplies	-
Office/Event Supplies	2,100
Equipment	5,100
Custodial	4,200
Promotional Items	-
Travel and Training	1,116
Other	14,645
Total Project Amount	$ 103,099

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
August 13, 2015

Administrative Information:

Grant Number:	82056
Grant Name:	Community Services Block Grant
Grant Effective Date:	1/1/2015-12/31/2015
Grant Provider/Agency:	Texas Department of Housing and Community Affairs

Personnel Information:

# of full-time positions funded w/grant 5

Title of Position	Annual Salary	Annual Benefits	Grant	Other Grant
Program Specialist	$ 40,186	22,232	24,151	38,267
Account Analyst	52,000	24,242	10,920	65,322
Office Assistant	27,470	17,947	11,382	34,035
CD Interim Director	75,435	30,493	9,540	96,388
Interim Contract Coordinator	56,729	25,270	21,714	60,285
Total	$ 251,820	120,184	77,707	294,297

Budget Information:

Grant Appropriation Detail	Previous Award Amount	Amendment Amount	Total Award Amount
Full-time Salaries	$ 35,005	17,502	52,507
Benefits	16,800	8,400	25,200
Travel	1,680	840	2,520
Supplies	2,240	1,120	3,360
Other	3,080	1,540	4,620
Indirect Cost	5,600	2,800	8,400
Contractual			
Catholic Family Services-SSP	106,488	53,244	159,732
Lutheran Social Servcies CEAP Ops	14,000	7,000	21,000
Total Appropriation	$ 184,893	92,446	277,339

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
August 13, 2015

Administrative Information

City Assigned Grant Number	
Grant Name	Selective Traffic Enforcement Program (STEP) Comprehensive
Grant Effective Date	10/1/2015-09/30/2016
Grant Provider/Agency	Texas Department of Transportation
Grant Award Amount	$ 61,008
Amount City Grant Match	61,008
Funding Source of Grant Match	100.5735

Budget Information

Grant Appropriation Detail	**Cost**
Overtime	$ 122,015
Total Appropriation	$ 122,015

Regular City Council Meeting **6. 3.**

Meeting Date: 08/13/2015

Information

Agenda Item

Budget Amendment Ordinance 1st Reading - Finance: Consider Budget Ordinance Amendment 30 amending the FY 2014-15 Budget for municipal purposes respecting the Criminal Investigation Special Revenue Fund, providing for filing and providing for a savings clause.

Item Summary

I. Amend the Criminal Investigation Special Revenue Fund by appropriating $300,500 available revenue for specialized investigative equipment and supplies, computer software and equipment, lab equipment, SWAT equipment and training and travel expenses. Revenues in this fund are received through court award when the Police Department confiscates funds during illegal or criminal activity. The revenues in this fund must be used in accordance with provisions in the Texas Code of Criminal Procedure Chapter 59 and related federal statutes.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - BA#30

Budget Justification - Fund 142

ORDINANCE NO. _____

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

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

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

WHEREAS, the City Council deems it advisable to change the FY 2014-15 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2014-15 (Budget Amendment #30) for municipal purposes, as follows:

I. Appropriate $300,500 for the Criminal Investigation Special Revenue Fund.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

Amy Sims
Assistant City Attorney

ccdocs/BudgetFY1415 Amend30 ord
July 22, 2015

LUBBOCK POLICE DEPARTMENT
FORFEITED PROCEEDS BUDGET
FY 2014 – 15
142 Special Investigations Fund

Texas Code of Criminal Procedure Article 59.06, Section (d), listed below, requires a budget for the expenditure of forfeited proceeds to be submitted to the governing body of the municipality. This budget will run the fiscal budget year of **October 1st 2014 to September 30th 2015**.

Article 59.06, Section (d) reads as follows:

> "Proceeds awarded under this chapter to a law enforcement agency or to the attorney representing the state may be spent by the agency or the attorney after a budget for the expenditure of the proceeds has been submitted to the commissioners court or governing body of the municipality. The budget must be detailed and clearly list and define the categories of expenditures, but may not list details that would endanger the security of an investigation or prosecution. Expenditures are subject to audit provisions established under this article. A commissioner's court or governing body of a municipality may not use the existence of an award to offset or decrease total salaries, expenses, and allowances that the agency or the attorney receives from the commissioner's court or governing body at or after the time the proceeds are awarded. The head of the agency or attorney representing the state may not use the existence of an award to increase a salary, expense, or allowance for an employee of the attorney or agency who is budgeted by the commissioners court or governing body unless the commissioners court or governing body first approves the expenditure."

The **FY 2014-15** budget of forfeited proceeds to the Lubbock Police Department is outlined below. The listed budget amounts were determined by historical spending. The listed projected available amounts were, determined by the **account balances as of March 11, 2015**.

142	Special Investigative Fund	$641,783

This account is used to purchase Computer equipment, software, office and lab equipment, SWAT equipment, training and travel expenses, and equipment for officer's use in direct law enforcement duties.

The monies used to supply this fund are obtained from Police Trust Account 144. When money is seized under Chapter 59 of the Texas Code of Criminal Procedure, it is taken to the City Of Lubbock accounting department for deposit into the "Pending" account. The funds are held in this account until a court of proper jurisdiction rules on the case. The court can award all or partial amounts of the seizure or order the full return of the seizure to the defendant. After a court of proper jurisdiction issues an order granting the Police Department the funds or the asset, the funds or the funds from the sale of the asset is then moved from 144 (Pending Trust Account) to 142. **The unused funds from FY2014-15 should roll over into the FY2015-16 142 account.**

FY2014-15 Police
Awarded Trust 142
Detailed Justification

FY 14-15 AMOUNT

8163	**EQ SUP-OTH MACH & EQUIP SPLY**	**$100,000**

JUSTIFICATION:

Surveillance and undercover operations equipment, crime scene processing and investigations equipment. Patrol rifles and specialized weapons. Building projects.

8202	**EQ MAINT-MOTOR VEHICLE**	**$20,000**

JUSTIFICATION:

Unexpected Vehicle repairs and maintenance on seized and undercover vehicles.

8304	**ADVERTISING & PROMOTION**	**$500**

JUSTIFICATION:

Print shop charges and miscellaneous advertising for auctions, undercover operations, etc.

8312	**SPECIAL SERVICES**	**$150,000**

JUSTIFICATION:

Pay Lubbock County D.A.'s Office 30% of proceeds from seized assets per agreement and other related expenses.

9111	**MISC. TRAINING AND TRAVEL**	**$20,000**

JUSTIFICATION:

Specialized and basic training classes for Investigations, Administration, and Patrol. Unexpected travel to investigate criminal cases originating in Lubbock.

9211	**BLDG CAP**	**$10,000**

JUSTIFICATION:

Engineering and architecture costs for firing range project to increase safety.

======		**=======**
TOTAL		**$300,500**

Regular City Council Meeting **6. 4.**

Meeting Date: 08/13/2015

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute Amendment 2 to contract 12234 with RS&H, Inc. for the Concept and Design Phase Services for various projects at Lubbock Preston Smith International Airport, RFP 15-12147-MA.

Item Summary

This contract amendment is for the concept and design phase services for various improvements at Lubbock Preston Smith International Airport. The airport has identified several systems within the passenger terminal building in need of upgrading or replacement. Also included are components dealing with the efficiency of passenger flow within the terminal. The plan will identify a strategy to address each task listed below.

Task One: Terminal Public Address (PA) System - Full Design Services	$90,028
Task Two: Access Control and CCTV Upgrades - Concept Design Services	$24,964
Task Three: Re-roofing and Building Envelope Weather Tightness - Full Design Services	$188,118
Task Four: Ticketing, Baggage Screening, Security Checkpoint (SSCP) and Revolving Doors - Concept Design Services	$81,679
Task Five: Mechanical and Plumbing Systems - Concept Design Services	$29,724
All Tasks - Lump Sum	$414,513

Staff and Airport Advisory Board recommend approval of $414,513 for the Concept and Design Phase Services for Various Projects at Lubbock Preston Smith International Airport.

Fiscal Impact

The contract will be funded by the Airport Facility Improvements Capital Project 253.92191.

Staff/Board Recommending

Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

Resolution and Contract - RS&H, Inc.

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an additional scope of services pursuant to Professional Services Contract 12234 for professional engineering services at Lubbock Preston Smith International Airport, by and between the City of Lubbock and RS&H, Inc., and related documents. Said additional scope of services is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

RES. Prof Serv Contract-RS&H, Inc
July 7, 2015

City of Lubbock
Preston Smith International Airport

Terminal Building Modifications

PROJECT PROPOSAL / PROJECT WORK SCOPE - CONCEPT & DESIGN PHASE SERVICES FOR VARIOUS PROJECTS

CONTRACT #12234
AMENDMENT No. 2

RS&H

Reynolds, Smith and Hills, Inc.
10748 Deerwood Park Boulevard South
Jacksonville, Florida 32256-0597
904 256 2500
Fax 904 256 2501

FL Cert. Nos. AAC001886 EB0005620 LCC0002I0

June 12, 2015

City of Lubbock
Preston Smith International Airport

Terminal Building Modifications

PROJECT PROPOSAL / PROJECT WORK SCOPE - CONCEPT & DESIGN PHASE SERVICES FOR VARIOUS PROJECTS

PROFESSIONAL SERVICES WORK PLAN

The City of Lubbock (the Airport) has identified several systems within the passenger terminal building that are in need of upgrading or replacement. Also identified are certain programmatic issues dealing with passenger flow and use efficiency of terminal space. This Work Plan will discuss these needs and identify a strategy to address each either individually or as a part of a group. Individual projects will be described in detail and an approach for addressing each will be detailed. If an issue is dependent upon or is seen to have an effect on other issues, they will be addressed as one project.

This Work Plan describes the scope of services by RS&H, Inc., the Architect/Engineer (A/E) for the design and construction phases of the renovation and improvements. This Work Plan includes a Project Schedule and a Project Proposal. The Project Schedule defines the durations of work that are the basis of the Work Plan and Project Proposal. The Project Proposal provides the basis of the estimate for the required compensation and defines the task efforts and deliverables required for the Project.

UPGRADING OR REPLACEMENT PROJECT SCOPE DEFINITION – Detailed scope defined under A. Basic Services

Task A.1.0 - Terminal Public Address (PA) system – Full Design Services

The existing PA system is in need of replacement. The PA system for most part is from the original terminal construction and lacks some of the newer technology features available today. Under the scope of this project the PA system will be replaced with a new system which will include the new speakers, cabling and head end equipment. The system will be Internet Protocol (IP) network based to facilitate new installation and additional components in future. Ambient noise sensors will be provided to improve intelligibility based on the ambient noise. The sensors will adjust he speaker volume based on the ambient noise due to occupancy level of the space. A construction cost estimate will be provided at the 60% design submittal.

Task A.2.0 - Access Control and CCTV Upgrades – Concept Design Services

The scope of this work includes upgrade of CCTV video management system as well as improved integration of the access controls and CCTV system.

RS&H recommends that a concept study phase for this work be the initial step. The concept phase will provide design concept for the security center and more details on the level of upgrades required to the access control and CCTV systems.

Goal will be to limit the cost and investment. The concept study will serve to layout the system and obtain an accurate cost and propose an incremental phasing plan for implementation.

Task A.3.0 - Building Envelope Weather Tightness – Full Design Services

The existing roof has been in place since 1993 and has developed several leaks over the years. The roof is a modified bitumen system with a built up, gravel covered membrane system in some areas. There are reported leaks in the wall systems as well and the airport has completed a report identifying some areas where water intrusion is occurring.

RS&H will survey the roof membrane systems and flashing systems, review any As-built drawings available and provide recommendations to move forward with needed repairs and/or replacements. A review of the report pertaining to the wall system water infiltration will be part of this task and recommendations for repairs will be part of this scope. A site investigation will occur at the beginning of the task and a written report will be included in the 30% submittal.

Task A.4.0 - Concept Design for Ticketing, Baggage Screening, Security Checkpoint (SSCP) and Revolving Doors – Concept Design Services

RS&H will investigate landside enhancements including moving the SSCP and the revolving doors serving as exits from the airside to a different location ultimately better serving the airport and traveling public. At its present location the SSCP is squeezed between two building service rooms which would not be cost effective to relocate. There is sound reasoning to collocate the SSCP and airside/landside exits and at the same time provide a single exit lane using technology, video cameras and motion detectors. Another important consideration for this area is to accommodate the airport police (LEO) offices in a close proximity to the checkpoint. Currently the LEO offices are on the second level and therefore proposes challenges to the response time to the checkpoint area. The LEO offices will be considered with any proposed modifications to this area.

The elimination of the revolving doors and the cost of the maintenance associated with these units will be a welcomed move for the Airport. If this proves feasible, RS&H will provide a concept for this action that can be accomplished in phases while these services continue at their present locations.

The Ticketing queuing area is undersized and is presently used for TSA baggage screening as well as passenger check-in activities. Passengers from the east bag claim area must traverse through the Ticketing area in order to exit the building further adding to the congestion. Relocating the TSA bag screening operation to another location away from the public should be a priority. Ticketing, TSA bag screening and the adjacent Bag Claim areas should be included in the concept design with the SSCP and Exit lane. A concept construction cost estimate will be included.

Task A.5.0 - Mechanical and Plumbing Systems – Concept Design Services

Presently the HVAC systems are being repaired or replaced as needed. Recent work included fixes to the boiler systems and control system. An update to the HVAC assessment should be performed in order to set priorities for future repairs/replacement. A phasing plan for plumbing infrastructure replacement, mostly associated with the restrooms, should be considered as areas of the building core are being modified for landside enhancements.

Funding Expectations – The Project's total cost is to be phased using the Airports entitlement funds available on an annual basis.

Project Duration – The Project's schedule is defined in the accompanying Project Schedule. The actual schedule may vary significantly as the Project design progresses and the scope is further developed. Changes to the project schedule require changes in the A/E efforts and require increases to the compensation indicated in Project Proposal.

A. BASIC SERVICES

Task A.1.0 Terminal Public Address (PA) System Design

Task 1.1 Alternatives – Alternatives will be studied to evaluate accommodation of the various facility needs and functions and will be presented to the Airport for consideration. This task will result in concurrence with the Airport on the alternative, or combination of features of the alternatives, for further development.

Task 1.2 PA System Design – The system design considerations for function including zoning will be defined and alternative approaches presented. Evaluations based on preferences and affordability will be made for the Airport's direction for further refinement during the subsequent design phases.

Task 1.3 Estimating/Budgeting Documents – Project definition will be provided through drawings, narratives and selected outline specifications for cost evaluation. A construction cost estimate, including phasing will be provided at the design development phase.

Task 1.4 Project Delivery - Design and final documentation of audio communication (paging) system including specifications will be delivered to the Airport for procurement under the City's procurement system.

Task 1.5 Project Management and Discipline Coordination – Scheduling, resource allocation. monitoring, oversight, direction and control for all aspects of the team's efforts including assembly and coordination of all documentation.

Task A.2.0 Access Control and CCTV Upgrades

Task 2.1 Alternatives – Alternatives will be studied to evaluate accommodation of the various facility needs and functions. Concepts for access control and CCTV system design upgrades will be presented to the Airport for consideration. This task will result in concurrence with the Airport on the alternative, or combination of features of the alternatives, for further development.

Task 2.2 Access Control and CCTV Systems Design - Evaluations based on preferences and affordability will be made for the Airport's direction for further refinement during the subsequent design phases.

Task 2.3 Estimating/Budgeting Documents – Project definition will be provided through drawings, narratives and selected outline specifications for cost evaluation.

Task 2.4 Project Delivery - Design and final documentation of the access control and CCTV system including specifications will be delivered to the Airport for procurement under the City's procurement system.

Task 2.5 Cost Estimate Budget Development – An estimate of probable construction cost of the design development level documents to establish the relative value of project components, potential alternates for funding limitations and the conformance to the overall project budget. The probable construction cost is an estimate representing the judgment of the estimators who have no control over the cost of labor, materials or equipment, over the Contractor's methods of determining prices, or over competitive bidding, market or negotiating conditions. Accordingly the A/E cannot and does not warrant or represent that bids or negotiated prices will not vary from the budget, funding or from any estimate or evaluation by the A/E.

Task 2.6 Project Management and Discipline Coordination – Scheduling, resource allocation. monitoring, oversight, direction and control for all aspects of the team's efforts including assembly and coordination of all documentation.

Task A.3.0 Building Envelope Weather Tightness

Performance of this Task will be based on the review of the report provided by the Airport and the verification of deficiencies identified within the report. This task will not provide another building envelope assessment but will implement recommendations noted in Airport provided report.

The documents will include Drawings and Specifications that establish, in detail sufficient for production of shop drawings and construction, the configuration and quality of the materials, components and systems required for the Project.

Task 3.1 Site Investigation – RS&H will visit the site to survey and document the existing conditions of the roofing membrane and flashing, and sealants and flashings in the exterior wall systems.

Task 3.2 Estimating/Budgeting Documents – Project definition will be provided through drawings, narratives and selected outline specifications for cost evaluation. A construction cost estimate will be provided at the design development phase.

Task 3.3 Architectural Construction Documents – Design and documentation of architectural elements of the project such as roof replacement/repairs, exterior envelope repairs and related plans, sections and details.

Task 3.4 Project Delivery - Final documentation of the project elements including specifications will be delivered to the Airport for procurement under the City's procurement system.

Task 3.5 Probable Construction Cost Estimate – An estimate of probable construction cost of the nearly complete construction documents to identify, potential alternates for funding limitations and assess probable conformance to the overall project budget. The probable construction cost is an estimate representing the judgment of the estimators who have no control over the cost of labor, materials or equipment, over the Contractor's methods of determining prices, or over competitive bidding, market or negotiating conditions. Accordingly the A/E cannot and does not warrant or represent that bids or negotiated prices will not vary from the budget, funding or from any estimate or evaluation by the A/E.

Task 3.6 Project Management and Discipline Coordination – Scheduling, resource allocation. monitoring, oversight, direction and control for all aspects of the team's efforts including assembly and coordination of all documentation.

Task A.4.0 Concept Design for Ticketing, Baggage Screening, Security Checkpoint (SSCP) and Revolving Doors

Performance of this Task will define the general design parameters of scope, scale and relationship of components of the Project. Documentation will include plans, sections, elevations and/or written descriptions. Specific task breakdowns are as follows:

Task 4.1 Conditions Investigation Program – RS&H will visit the terminal to verify locations and conditions of systems that will be effected by the proposed concepts.

Task 4.2 Alternative Configurations – Alternatives will be studied to evaluate accommodation of the various facility needs and building functions. Scaled study plans will illustrate the alternatives along with presentation of the features and the relative responsiveness to the goals and objectives of the facility. This task will result in concurrence with the Airport on the alternative, or combination of features of the alternatives, for further development.

Task 4.3 Architectural Design – The aesthetic design considerations for function, massing and interior appearances will be defined and alternative approaches presented. Evaluations based on preferences and affordability will be made for the Airport's direction for further refinement during the Design Development phase.

Task 4.4 Estimating/Budgeting Documents – Multi-discipline project definition will be provided through drawings, narratives and selected outline specifications for cost evaluation.

Task 4.5 Cost Estimate Budget Development – An estimate of probable construction cost of the schematic level documents to establish the relative value of project components, potential alternates for funding limitations and the conformance to the overall project budget. The probable construction cost is an estimate representing

the judgment of the estimators who have no control over the cost of labor, materials or equipment, over the Contractor's methods of determining prices, or over competitive bidding, market or negotiating conditions. Accordingly the A/E cannot and does not warrant or represent that bids or negotiated prices will not vary from the budget, funding or from any estimate or evaluation by the A/E.

Task 4.6 Code and Permitting Research – Preliminary determination of jurisdictional authority requirements for Building Code, Fire Protection and Life Safety. Impacts on project scope and strategies to accommodate requirements will be defined.

Task 4.7 Project Management and Discipline Coordination – Scheduling, resource allocation, monitoring, oversight, direction and control for all aspects of the team's efforts including assembly and coordination of all documentation.

Task A5.0 Mechanical and Plumbing Systems

Task 5.1 Conditions Investigation Program – RS&H will visit the terminal to verify locations and conditions of systems that will be included in the proposed HVAC assessment report update and plumbing system replacement concept design.

Task 5.2 HVAC Assessment Report Update - An update to the Airport's HVAC assessment report will be provided including a list of repair/replacement priorities for consideration.

Task 5.3 Plumbing Infrastructure Replacement – RS&H will prepare a concept and conceptual cost estimate for the replacement of the supply and waste piping systems directly related to the restrooms. A plan will be developed indicating possible phasing as related to renovations in Task 4.0.

Project Duration and Fee – The Project's schedule will be identified upon NTP, as only certain tasks may be authorized. Changes to the project scope may require changes to the project schedule. Although that is not anticipated, if such changes occur and are significant, it may require an increase to the compensation indicated in Project Proposal. The fee for all tasks presented in this proposal is Lump Sum $414,513.

Task A.1.0 - Terminal Public Address (PA) system – Full Design Services	$90,028
Task A.2.0 - Access Control and CCTV Upgrades – Concept Design Services	$24,964
Task A.3.0 - Reroofing and Building Envelope Weather Tightness – Full Design Services	$188,118
Task A.4.0 - Concept Design for Ticketing, Baggage Screening, Security Checkpoint (SSCP) and Revolving Doors – Concept Design Services	$81,679
Task A.5.0 - Mechanical and Plumbing Systems – Concept Design Services	$29,724
ALL TASKS	$414,513

End of Scope

RS&H

Reynolds, Smith and Hills, Inc.
10748 Deerwood Park Boulevard South
Jacksonville, Florida 32256-0597
904 256 2500
Fax 904 256 2501
FL Cert. Nos. AAC001886 EB0005620 LCC000210

Submitted by:

Rodney L Bishop

Rodney Bishop, Jr., Vice President

Approved As To Form:

Mitchell Satterwhite, First Assistant City Attorney

Approved As To Content:

Kelly Campbell, Executive Director of Aviation

City of Lubbock, TX

By:_____
Glen C. Robertson, Mayor

Attest:

_____
Rebecca Garza, City Secretary

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

Meeting Date: 08/13/2015

Information

Agenda Item

Resolution – Water Utilities: Consider a resolution authorizing the Mayor to execute Change Order 1 to Contract 12218 with Utility Contractors of America, Inc., for South Lubbock Sanitary Sewer Extension Phase II Capital Improvements Project.

Item Summary

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

On April 9th, 2015 the City Council authorized construction Contract 12218 with Utility Contractors of America, Inc. of Lubbock, Texas with a contract price of $11,921,274 and 300 calendar days. Notice to proceed was issued on June 15th, 2015.

Change Order 1 will install a 12-inch water line along University from 98th Street to FM 1585 for $561,338. This water line will provide the needed availability to loop to future development from University Avenue to Indiana Avenue. The route of this line is along University which is currently outside of the city limits. The city needs to install this line in order to ensure a loop can be completed in the water system. Texas Commission on Environmental Quality (TCEQ) does not allow dead end water lines within the distribution system in order to maintain water quality. A time extension of 108 days will be in this Change Order due to the water line construction directly effecting the critical path of the schedule.

Fiscal Impact

$19,000,000 is appropriated in Capital Improvement Project 92310, South Lubbock Sewer System Expansion Phase 2, with $561,338 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution

Change Order No. 1 - Utility Contractors of America, Inc

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Change Order No. 1 to that certain Contract No. 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. 1 is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

RES.ChangeOrder#1-South Lubbock Sanitary Sewer Ext Phase 2 – Package A
7.22.15

City of Lubbock TEXAS

Office of Purchasing and Contract Management
Change Order

Contract No: 12218	Contractor: Utility Contractors of America, Inc.
Change Order No: 01	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 time in a Unit Price Contract do not require a Change Order. All work that alters the nature of the construction or that is not an integral part of the project objective must be let out for public bid.

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

Per attached backup material, Change Order #1 includes the following items: Item 1) Additional mobilization for additional water line work. Items 31-33) Deletion of the current contract quantities due to unit price decrease. Items 86-96) Items required to install a 12-inch water line along University from 98th Street to FM 1585. Item 97) Reconnection of water well service due to power pole relocations. A time extension of 108 days is included in this change order, 55 days due to delay in the critical schedule path andd 53 days for construction of the water line improvements.

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: (Note: Council approval required if over $50,000)	$561,338.00
	COST CENTER: ACCOUNT:	
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A)	4.71%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	$0.00
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D)	$561,338.00
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): (25% maximum)	4.71%
G.	NEW CONTRACT AMOUNT (A+E):	$12,482,611.80

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*):

President	7/25/15	Aaron K. Rader, P.E.	July 28, 2015
(1) Contractor	Date	(2) Project Architect/Engineer	Date
Approved as to Content:		Approved as to Form:	
	07/29/15		7/28/15
(3) Owner's Representative	Date	(4) City Attorney	Date
	7/29/15		7/29/2015
(5) Capital Projects Manager	Date	(6) Director of Purchasing & Contract Management	Date

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

(7) Mayor	Date	(8) City Secretary	Date

Council Date: _____ Agenda Item #: _____ Resolution #: _____

PUR-45 (Rev 01/2012)

Kimley»Horn

July 28, 2015

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

RE: ***South Lubbock Sanitary Sewer Extension, Phase 2 – Bid Package A***
Change Order Number 1
KHA No. 063126011

Dear Josh:

As you are aware, City staff elected to extend the 12-inch water line along University from 98th Street to FM 1585. This change order and the following description of the items are a result of this additional work for the above referenced project. Please refer to the breakdown that is attached for the specific increase or decrease of each item.

Item 1: Additional mobilization costs are needed by the contractor due to the increase in linear footage of water line. This change resulted in an **increase of $29,000.00.**

Item 31 through 33: Due to the larger quantities of the water line extension, the unit prices of the items already included in the contract went down. These items are the removal of the items in the original contract at their respective unit prices. This change resulted in a **credit of $37,740.00.**

Items 86 through 96: These items are what is included in the water line extension per the approved plan set. These items resulted in an **increase of $561,078.00.**

Item 97: A power pole was in conflict with the proposed work and had to be relocated. This relocation resulted in the electrical service to a residential house requiring to be moved. A licensed electrician will complete the service reconnection. This item resulted in an **increase of $9,000.00.**

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: $561,338.00
- Amount of previous change orders: $0.00
- Contract price with all approved change orders: $12,482,611.80

The water line work was part of the critical path for the project being that it must be constructed before the roadway or sanitary sewer line along University can be constructed. The time extension for the critical path delay is 55 days. This work is expected to take an additional 53 days to construct resulting in a total of 108 days that are recommended to be added to the contract.

- Original contract time: 300 days
- Original NTP date: June 15, 2015
- Contract time change with this change order: 108 days
- Contract time change of previous change orders: 0 days
- Contract time with all approved change orders: 408 days
- Revised Substantial Completion Date: July 27, 2016

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, EIT
UCA: Ty Lane, Jonathan Ziegner, P.E.
Walker RPR Services: Ricky Walker, Mark Perry
Kimley-Horn: Jeff James, P.E.

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KIMLEY-HORN AND ASSOCIATES, INC.
801 Cherry Street, Suite 950
Fort Worth, TX 76102

Date: July 28, 2015

CHANGE OR EXTRA WORK ORDER NO. 1

PROJECT DESCRIPTION:	South Lubbock Sanitary Sewer Extension Phase 2, Bid Pacakge 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 OR EXTRA WORK TO BE PERFORMED

Item No.	Approx. Quantity		Description of Item	Unit Price	Decrease in Contr. Price	Increase in Contr. Price
1	1	LS	MOBILIZATION	$29,000.00		$29,000.00
31	(581)	LF	12" DIA. AWWA C-900 DR18 PVC WATER LINE	$40.00	($23,240.00)	
32	(2)	EA	12" RESLIENT SEATED WEDGE GATE VALVE	$2,750.00	($5,500.00)	
33	(1)	TON	DUCTILE IRON WATER LINE FITTINGS	$9,000.00	($9,000.00)	
86	8,630	LF	12" DIA. AWWA C-900 DR18 PVC WATER LINE	$35.00		$302,050.00
87	176	LF	12" DIA. AWWA C-900 DR18 PVC WATER LINE BY OTHER THAN OPEN CUT WITH 24" STEEL CASING PIPE	$265.00		$46,640.00
88	110	LF	12" DIA. AWWA C-900 DR18 PVC WATER LINE BY OPEN CUT WITH 24" STEEL CASING PIPE	$255.00		$28,050.00
89	210	EA	10" DIA. AWWA C-900 DR18 PVC WATER LINE	$45.00		$9,450.00
90	430	LS	8" DIA. AWWA C-900 DR18 PVC WATER LINE	$40.00		$17,200.00
91	17	EA	12" RESLIENT SEATED WEDGE GATE VALVE	$2,300.00		$39,100.00
92	3	EA	10" RESLIENT SEATED WEDGE GATE VALVE	$1,950.00		$5,850.00
93	8	EA	8" RESLIENT SEATED WEDGE GATE VALVE	$1,350.00		$10,800.00
94	7	TON	DUCTILE IRON WATER LINE FITTINGS	$8,000.00		$56,000.00
95	9	EA	FIRE HYDRANT ASSEMBLY	$5,000.00		$45,000.00
96	9,380	LF	WATER LINE TRENCH SAFETY	$0.10		$938.00
97	1	LS	ELECTRICAL SERVICE INSTALLATION	$9,000.00		$9,000.00

Total Increase in Contract Amount:		$599,078.00
Total Decrease in Contract Amount:	($37,740.00)	
Net Change in Contract Amount:		$561,338.00
Percent of Contract Value This Change Order:		4.71%
Amount of Previous Change Orders:		$0.00
Total Amount of All Change Orders		$561,338.00
Percent of Contract Value All Change Orders:		4.71%
Revised Contract Amount:		**$12,482,611.80**
Original Contract Time		300
Net Change in Contract Time of Completion previous change orders:		0
Net Change in Contract Time of Completion per CO1:		108
Revised Contract Time of Completion:		408

Proposal

From: Utility Contractors of America Inc.
5805 CR 7700
ty@ucatexas.com
Lubbock, TX 79424
Phone: (806) 863-2642
Fax: (806) 863-4132

Project: 1181
Description: SLSS - Phase 2, Change Order for water line extension

ITEM / DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
01 12" Dia AWWA C-900 DR18 PVC Water Line	8,630.000	LF	35.00	$302,050.00
02 12" Dia AWWA C-900 DR18 PVC Water Line by other than open cut with 24" steel casing	176.000	LF	265.00	$46,640.00
03 12" Dia AWWA C-900 DR18 PVC Water Line by open cut with 24" steel casing pipe	110.000	LF	255.00	$28,050.00
04 10" Dia AWWA C-900 DR18 PVC Water Line	210.000	LF	45.00	$9,450.00
05 8" Dia AWWA C-900 DR18 PVC Water Line	430.000	LF	40.00	$17,200.00
06 12" Resilient seated wedge gate valve	17.000	EA	2,300.00	$39,100.00
07 10" Resilient seated wedge gate valve	3.000	EA	1,950.00	$5,850.00
08 8" Resilient seated wedge gate valve	8.000	EA	1,350.00	$10,800.00

Proposal

ITEM / DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
09 Ductile Iron Water Line Fittings	7.000	Ton	8,000.00	$56,000.00
10 Fire Hydrant Assembly	9.000	EA	5,000.00	$45,000.00
11 Water Line Trench Safety	9,380.000	LF	0.10	$938.00
12 Moblization	1.000	LS	29,000.00	$29,000.00
13 Electrician for house connection	1.000	LS	9,000.00	$9,000.00
			TOTAL BID:	**$599,078.00**

Signature: 

Rader, Aaron

From: Jonathan Ziegner <jonathan@ucatexas.com>
Sent: Tuesday, July 21, 2015 6:43 PM
To: Rader, Aaron
Subject: University water line change order

Aaron,

The time frame for the change order is 108 additional days that is comprised of 55 days that impacted the critical path along University and 53 days for the amount of time to construct these additional items.

Please let me k owner if you have any questions.

Thanks,

Jonathan Ziegner, P.E.

Utility Contractors of America, Inc.
5805 CR 7700
Lubbock, TX 79424

City of Lubbock, TX
Capital Project
Project Cost Detail
August 13, 2015

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

	Budget
Encumbered/Expended	
City of Lubbock Staff Time	$ 8,967
Bid Cost	4,722
Kimley Horn and Associates, Inc. 11259	143,600
Kimley Horn and Associates Contract 11259 Amendment 1	1,463,400
Kimley Horn and Associates Contract 11259 Amendment 2	1,346,000
Utility Contractors of America, Inc. Contract 12218	11,919,274
Agenda Items: August 13, 2015	
Utility Contract of America Contract 12218 Change Order 1	561,338
Encumbered/Expended to Date	15,447,301
Estimated Costs for Remaining Appropriation	
Construction	3,552,699
Remaining Appropriation	3,552,699
Total Appropriation	$ 19,000,000

Managing Department **Public Works Engineering**

Project Manager **John Turpin**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Engineering and construction of large diameter sanitary sewer mains in South and Southwest Lubbock, as recommended by the Sewer Collection System Master Plan. The areas included are south of 114th Street and west of University Avenue.

Project Justification

The project provides sanitary sewer service to newly annexed areas in South and Southwest Lubbock. With recent annexations in South and Southwest Lubbock, the sanitary sewer collection system needs to be extended to provide service.

Project History

$2.0 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
$1.0 million was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.
$16.0 million was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Total Project Amount
Construction	1,000,000	16,000,000	0	0	0	0	0	17,000,000
Design and Engineering	2,000,000	0	0	0	0	0	0	2,000,000
Total Project Appropriation	3,000,000	16,000,000	0	0	0	0	0	19,000,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Total Funding
FY 2011 Wastewater Revenue CO's	2,000,000	0	0	0	0	0	0	2,000,000
FY 2014 Wastewater Revenue CO's	1,000,000	0	0	0	0	0	0	1,000,000
FY 2015 Wastewater Revenue CO's	0	16,000,000	0	0	0	0	0	16,000,000
Total Funding Sources	3,000,000	16,000,000	0	0	0	0	0	19,000,000

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

Meeting Date: 08/13/2015

Information

Agenda Item

Resolution - Wastewater Utilities: Consider a resolution authorizing the Mayor to execute contract 12400 with Mesa Pivot Irrigation, Inc. for Center Pivot Replacement, ITB 15-12400-SS.

Item Summary

The City's wastewater operations includes reusing treated wastewater effluent for growing agriculture crops on more than 5,000 acres of farmland located at the Lubbock Land Application Site (LLAS) (outside East Loop 289) and the Hancock Land Application Site (HLAS) (north of Wilson, Texas). The treated wastewater is applied to the crops by using center pivot systems. These systems are used on a daily basis at both sites. The use of these systems is regulated by the Texas Commission on Environmental Quality (TCEQ) in accordance with the City's wastewater permit. Periodically, the center pivot systems reach their useful life and must be replaced.

This contract provides for the purchase, installation and replacement of two center pivot systems, one at LLAS and the other at HLAS. The center pivot systems will replace one unit that has been in operation since 1991 at the LLAS and one unit that has been in operation since 1981 at the HLAS.

Staff recommends that the lump sum contract be awarded to the sole bidder, Mesa Pivot Irrigation of Wilson, Texas in the amount of $163,035.

Fiscal Impact

$163,035 is appropriated in the Adopted FY 2014-15 Wastewater Operating Budget for the purchase of these two center pivot systems.

Staff/Board Recommending

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

Attachments

Resolution & Contract - Mesa Pivot Irrigation

Tab Sheet

Contract 12400

City of Lubbock, TX
Contract for Services
Center Pivot Replacement for the Lubbock and Wilson Land Application Sites

THIS CONTRACT made and entered into this **13th** day of **August, 2015**, by and between the City of Lubbock ("City"), and **Mesa Pivot Irrigation**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Center Pivot Replacement for the Lubbock and Wilson Land Application Sites and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said center pivot replacement.

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Center Pivot Replacement for the Lubbock and Wilson Land Application Sites and more specifically referred to as items one and two on the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, bid form, and terms and general conditions contained herein.

3. The Contractor shall perform the work according to the procedures outlined in the bid form, specifications and general conditions attached hereto. The contract shall be for a term of SIXTY days, from notice to proceed.

4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The

policies will be written on an occurrence basis, subject to the following minimum limits of liability:

TYPE	AMOUNT
General Liability Commercial General Liability General Aggregate	1,000,000
Automotive Liability Combined Single Limit Any Auto	1,000,000
Workers Compensation	Statutory Amounts
Or Employers' Liability	$1,000,000

The City of Lubbock shall be named as additional insured on Auto/General Liability on a Primary and Non-Contributory basis, with a waiver of subrogation in favor of the City of Lubbock on all coverages. All copies of the Certificates of Insurance shall reference the project name or bid number for which the insurance is being supplied. Copies of all endorsements are required.

The contractor will provide a Certificate of Insurance to the City as evidence of coverage. The certificate will provide 30 days notice of cancellation, and under the cancellation section, the wording "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" will be crossed out. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

The contractor shall also maintain workers compensation insurance in the statutory amount.

If at any time during the life of the contract or any extension, the contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the contract.

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

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

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

10. 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.

11. This Contract consists of the following documents set forth herein; Specifications, and the Bid Form.

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

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

CONTRACTOR

BY Cody Donald
Authorized Representative

Cody Donald
Print Name

620 US Hwy 87
Address

Wilson, TX 79381
City, State, Zip Code

City of Lubbock
Minimum Specifications for the purchase of
Two (2) Center Pivots for Lubbock Land Application and Wilson Land Application Sites

It is the intent of this specification, referenced documents, requirements and conditions sections to describe the minimum performance requirements. The vehicle/equipment must meet or exceed the performance or construction described herein. The vendors shall be required to mark compliance or non-compliance to each item description in the space provided. All equipment furnished as standard to the general public on the product by the manufacturer shall be included, even when not specifically identified in this specification. Any deviations from the written specification, with date as shown in the Invitation to Bid (ITB), shall be noted on the attached **Non-Conformance Form**. In order to receive full consideration, ITB response quotation must follow this specification and the ITB's terms and conditions.

Vendor Name: Mesa Pivot Irrigation Vendor Phone: 806-924-7257

No.	Item	Description	Vendor Compliance	
			Yes	No
1.	**Overall Length and Scope of Work**	New pivots shall be tied into existing pipeline. The successful bidder will be required to measure the distance of all obstacles in each field to ensure clearance of the pivot towers.	✓	
1.1		Purchase, Delivery, and Installation of a 1,257 foot pivot irrigation system (to replace No. L3), including new flow meter, located at the Lubbock Land Application Site, based on specifications listed below, including dismantling existing system and moving to a location outside the circle.	✓	
1.2		Purchase, Delivery, and Installation of a 1,291 foot pivot irrigation system (to replace No. H17), including new flow meter, located at the Wilson Land Application Site, based on specifications listed below, including dismantling existing system and moving to a location outside the circle.	✓	
2.	**Main Pipe**			
2.1		8 inch – 6-5/8 inch, as required to reach desired flows at desired pressure.	✓	
2.2		-0.0115 inch wall thickness.	✓	
2.3		Piping will be formed from aisisae 1010 coil sheet.	✓	
3.	**Pivot Assembly**			
3.1		8 inch O.D. riser, Polyseal gasket for high and low pressure.	✓	
3.2		4 inch x 4 inch x 3/8 inch angle iron legs with 4 – 2 inch x 2 inch x 3/16 inch angle braces on all 4 sides.	✓	
3.3		Adjustable ring lock elbow.	✓	
3.4		Connection between pivot assembly and the first span must be flexible to allow for grade changes on the first tower.	✓	
4.	**Truss Design**			
4.1		Truss rods 11/16 inch with manufacturer's standard heavy duty under truss braces.	✓	

No.	Item	Description	Vendor Compliance	
			Yes	No
5.	**Towers**			
5.1		Four legs constructed of 3 inch x 3 inch x ¼ inch angle iron bolted to 6-5/8 inch x 11 gauge tubular non-towable mobile base.	✓	
5.2		Legs must have a minimum of 5 tie braces.	✓	
5.3		Wheelbase minimum 13.0 feet maximum span length 160 feet.	✓	
6.	**All Towers**			
6.1		Connections must be of pin and hinge type design with flexible rubber boot with clamps or acceptable approved equivalent.	✓	
7.	**Steel Structure**			
7.1		Components shall be hot-dipped galvanized to ASTM 123-73 specifications.	✓	
7.2		A minimum coat of 2.00oz/ft² average shall be applied.	✓	
8.	**Fasteners**			
8.1		All fasteners used on the system shall be grade 5 zinc coated or better.	✓	
9.	**End Booms**			
9.1		End booms lengths shall not exceed 40 feet.	✓	
10.	**Hydraulics**			
10.1		Operating PSI 25, Maximum 35 PSI. All systems, will be equipped with 360 degree Senninger spray nozzles, spaced on 120 inch centers, with 30 inch plugged outlets, with plastic plugs.	✓	
10.2		Rubber hose drops 3 feet above ground, standard ¾ inch x 12 inch gooseneck use pipe dope on all goosenecks with 1-3/4 pound weights.	✓	
10.3		Each drop shall be equipped with a plastic cut-off valve.		
10.4		Oversized main line diameters in a combination with the specified minimum diameter shall be provided as necessary for each system to obtain the desired flow volume at the desired operating pressure.	✓	
10.5		Minimum flows at 25 PSI per system at the pivot point – all calculations shall use a 140 C factor – are as follows: LLAS Plot L3 – 1,000 GPM HLAS Plot H17 – 1050 GPM	✓	

No.	Item	Description	Vendor Compliance	
			Yes	No
11.	**Flow Meter**	Seametrics AG2000-800-148 or City approved equal.	✓	
		Spool-type electromagnetic, no moving parts.	✓	
		8 inch, flanged, ANSI 150lb. Drilling	✓	
		150 psi	✓	
		Operating temperature: 10-130 degrees F.	✓	
		Non-operating temperature: -40 – 158 degrees F.	✓	
		Accuracy: +/-1% of reading from 10% to 100% of reading	✓	
		Accuracy: +/-2% of reading from cutoff to 100% of reading	✓	
		Welded steel, epoxy-coated; Dual durometer rubber liner; Diecast aluminum, powder coated electronics housing; 316 stainless steel electrodes.	✓	
		Display Rate-Digits 5: Gallon/minute, Liter/minute, Cubic Feet/minute, Feet/hour, Gallon/second, Liter/second, Cubic Feet/second, Cubic Meter/minute. Display Rate-Digits 8: Gallon, gallonx1000, Liter, Literx1000, Acre feet, cubic feet, million gallon, acre inch	✓	
		Compatible with external power source, 7-32 Vdc, 30mA, lithium battery backup in case of power failure, 10 year life.	✓	
		Conductivity: > 20 microSiemens/cm	✓	
		Empty pipe detection hardware/software, conductivity based.	✓	
		Environmental: NEMA 4X standard	✓	
12.	**All Electrical**			
12.1		All electrical components must comply with the following national electrical code sections: 1. Article 250-51 Effective Grounding 2. Article 250-114 Effective Grounding 3. Article 310 Minimum Size of Conductors 4. Article 210-5 Color Code for Branch or Controlled 5. Article 430 Motors, Motor Circuits, or Controlled 6. Article 675 Electrically Driven on Controlled Irrigation Machines. 7. National Fire Protection Standard No. 70, National Electrical Code.	✓	

No.	Item	Description	Vendor Compliance	
			Yes	No
12.2	**Primary Power**			
12.2.1		3-phase, 480 volt, 60 hertz single phase, 120 volt, 60 hertz primary, single phase, 120 volt enclosed surge and lighting protection package shall be provided.	✓	
12.3	**Programmable Main**			
12.3.1		System allows for programming of various functions controlled by degrees of rotation.	✓	
12.3.2		Accuracy shall be +/- 1° with no offset to reset degrees required.	✓	
12.3.3		Programmable functions to include – change rate of speed.	✓	
12.3.4		Change direction, stop/start, and control two auxiliary ports for control of ancillary equipment.	✓	
12.3.5		Safety features to include: Disconnect rated at 30 amps, 600 volts.	✓	
12.3.6		Panel must be compatible with FieldNET telemetry system.	✓	
12.4	**Electric Motor on Gear Drives**			
12.4.1		All motors shall be ½ hp, 460-480 VAC., 3-phase with 1,725 rpm at 60 Hz, and shall be totally enclosed.	✓	
12.4.2		Full load torque shall be 35oz. ft. (min) and locked rotor torque 220oz. ft. (min) motors shall be rated for continuous duty cycle and have inherent overload protection.	✓	
12.4.3		Ball bearings shall be double sealed.	✓	
12.4.4		Motors shall have a plastic shroud which protects it from moisture.	✓	
12.4.5		Motor lead shall be run in ¾ inch conduit along mobile base and extend up tower leg approximately 3 to 4 feet.	✓	
12.5	**Center Drive Gearbox**			
12.5.1		Spur gear drive gearbox designed specifically for use on center pivot systems.	✓	
12.5.2		Output ratio 40-1.	✓	
12.5.3		The gear drive must be capable of delivering a minimum of 120,000 inch/pounds of instantaneous torques and 36,000 inch/pounds of continuous torque.	✓	

13.0	**Tire Size**			
13.1		Size 11.2 x 38 Galvanized, Reinforced rims, tubeless	✓	

BID FORM
Center Pivot Replacement for Lubbock and Wilson Land Application Sites
City of Lubbock, TX
ITB No. 15-12400-SS

In compliance with the **Invitation to Bid 15-12400-SS**, 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 **15-12400-SS** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black ink or by typewriter.

ITEM	QTY (+/-)	UNIT OF MEASURE	DESCRIPTION	PRICE	Delivery Days ARO**
1.	1	LS	Purchase, Delivery, and Installation of a 1,257 foot pivot irrigation system (to replace No. L3), including new flow meter, located at the Lubbock Land Application Site, based on specifications listed below, including dismantling existing system and moving to a location outside the circle. **PER SPECIFICATIONS.**	$ 80,398.42	Approx 30 days
2.	1	LS	Purchase, Delivery, and Installation of a 1,291 foot pivot irrigation system (to replace No. H17), including new flow meter, located at the Wilson Land Application Site, based on specifications listed below, including dismantling existing system and moving to a location outside the circle. **PER SPECIFICATIONS.**	$ 82,635.98	Approx 30 days
			Total	$ 163,034.40	

Work will be done at two different locations:

Lubbock Land Application Site @ 4602 ECR 6700, 4602 E 19th Street, Lubbock, TX 79403 and Wilson Farm @ 547 County Road X, Wilson, TX 79381

***PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed** **Days After Receipt of Order (ARO)

Unless otherwise specified herein, the City may award the bid either item-by–item or on an all-or-none basis for any item or group of items shown on the bid.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of Ø %, 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.

City of Lubbock, TX
Center Pivot Replacement for Lubbock and Wilson Land Application Sites
Bid Tabulation
August 13, 2015

ITB 15-12400-SS
Center Pivot Replacement for Lubbock and Wilson Land Application Sites

Item	Qty	UOM	Description/Vendor	Location	Unit Price	Extended Cost
1	1	LS	Pivot irrigation system (to replace No. L3)			
			Mesa Pivot Irrigation	**Wilson, TX**	**$ 80,398**	**80,398**
2	1	LS	Pivot irrigation system (to replace No. H17)			
			Mesa Pivot Irrigation	**Wilson, TX**	**82,636**	**82,636**
			Item by Item			
			Mesa Pivot Irrigation - Items 1-2	Wilson, TX		163,034

City of Lubbock, TX
Center Pivot Replacement for Lubbock and Wilson Land Application Sites
Bid Tabulation
August 13, 2015

ITB 15-12400-SS
Center Pivot Replacement for Lubbock and Wilson Land Application Sites

Item	Qty	UOM	Description/Vendor	Location	Unit Price	Extended Cost
1	1	LS	Pivot irrigation system (to replace No. L3)			
			Mesa Pivot Irrigation	**Wilson, TX**	**$ 80,398**	**80,398**
2	1	LS	Pivot irrigation system (to replace No. H17)			
			Mesa Pivot Irrigation	**Wilson, TX**	**82,636**	**82,636**
			Item by Item			
			Mesa Pivot Irrigation - Items 1-2	Wilson, TX		163,034

Regular City Council Meeting **6. 7.**

Meeting Date: 08/13/2015

Information

Agenda Item

Resolution - Stormwater: Consider a resolution authorizing the Mayor to execute an amendment to a Professional Services Contract with Parkhill Smith and Cooper, Inc., contract 12041 to provide professional engineering services for Phase 2 of the Northwest Lubbock Drainage Improvements Project.

Item Summary

This contract is a time extension only for the completion of the Phase 2 design of the Northwest Lubbock Drainage Improvements Project. This phase will complete the primary trunk line from the existing terminus on Texas Tech Parkway between Erskine and 4th Streets to Maxey Park at approximately Quaker Avenue and 24th Street. Due to project constraints and delays, this time extension is necessary to incorporate any field updates and complete the design of the project prior to bidding the construction contract.

The entire project will ultimately benefit the Maxey Park area, the Arnett-Benson neighborhood and the areas around Playa Lakes 71 (north Wal-Mart), 47 (north Loop & Slide), 46 (4th Street & Quaker) and 45 (Higginbotham Park). All of these lakes will eventually be tied into the storm sewer and will ultimately remove over 1,250 structures from the mapped floodplain. This project will reduce the risk of flooding in the impacted areas.

Fiscal Impact

$729,319 has been appropriated in Capital Project 92174, NW Lubbock and Maxey Park Project for this purpose. The remaining balance of the contract is $216,495 to complete the design.

Staff/Board Recommending

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

Attachments

Resolution - Parkhill, Smith & Cooper, Inc

First Amendment - Parkhill, Smith & Cooper, Inc

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a First Amendment to a Professional Services Contract No. 12041 to provide professional engineering services related to the Northwest Lubbock Drainage Improvements Project, Phase 2, by and between the City of Lubbock and Parkhill, Smith & Cooper, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

_____
Jennifer Davidson, P.E., Stormwater Engineer

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

RES.PSC-Parkhill, Smith & Cooper- First Amend 12041
7.8.15

First Amendment of Professional Services Contract

This First Amendment of Agreement for Engineering Services (the "Amendment"), is executed and effective this ____ day of _____, 2015 by and between the City of Lubbock ("City"), a Texas home rule municipal corporation, and Parkhill, Smith and Cooper, Inc. ("Engineer "), a Texas corporation.

WHEREAS, the City and Engineer entered into that certain Agreement for Engineering Services, dated effective September 11th, 2014, Resolution No. 2014-R0314 (the "Original Agreement"), providing for engineering services related to the Northwest Lubbock Drainage Improvements Project, Phase 2;

WHEREAS, it has come to the attention of City and Engineer that additional time is needed to perform the services contemplated by the Original Agreement;

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

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

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

1) Article I of the Original Agreement, as amended, is deleted in its entirety, and is replaced with the following:

ARTICLE I.

The term of this Contract commences on the Effective Date and continues without interruption until April 30, 2016.

2) The following changes are made to Exhibit B:

1. "A. GENERAL", paragraph 1 is deleted and replaced with the following, to-wit:

   The Engineer will be paid on an hourly rate basis as shown on the attached Hourly Rate Schedule. Hourly fees listed herein will apply until December 31, 2015. Hourly fees will be adjusted thereafter on January 1 of each successive year, as provided in Exhibit B, paragraph A.3. Subconsultant personnel services will be billed at cost. Engineer and subconsultant reimbursable expenses will be billed at cost plus 15 percent surcharge.

2. Under "A. GENERAL", add the following paragraph in its entirety:

   8. The following expenses are reimbursable: Actual expenses directly applicable to the project (such as vehicle mileage, postage, reproductions, equipment rentals, etc.).

3. "B. BASIC SERVICES", paragraph 2, is hereby deleted in its entirety, and replaced with the following, to wit:

   The Engineer shall start the performance of the Basic Services within ten (10) days of the Effective Date of this contract and will complete the Basic Services by April 30, 2016.

4. "EXHIBIT B, TABLE B-1" is deleted and replaced with the Hourly Rate Schedule.

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

4) Except as expressly amended hereby, the terms and provisions of the Original Agreement, shall remain valid and subsisting as provided therein, and the Engineer and City hereby ratify, affirm and confirm the Original Agreement, in all respects. In the event of a conflict between the terms of the Original Agreement and this Amendment, the terms of this Amendment shall control and prevail.

EXECUTED and effective as of the first date written above.

CITY:

CITY OF LUBBOCK, a Texas home rule municipal corporation

Glen C. Robertson
Mayor

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

Michael G. Keenum, P.E.
City Engineer

Jennifer Davidson, P.E.
Storm Water Engineer

APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney

ENGINEER:
PARKHILL, SMITH AND COOPER, INC.,
a Texas corporation

Robert H. "Holly" Holder, P.E.
Firm Principal

Parkhill, Smith & Cooper, Inc.
Hourly Rate Schedule
Current through December 31, 2015

Client: City of Lubbock, Texas
Project: Northwest Lubbock Drainage Improvements Project, Phase 2
Agreement Date: June 2015

January 1, 2015

Classification	Hourly Rate
PROFESSIONAL LEVEL VII	
Mechanical & Electrical	$214.00
Civil & Structural	$208.00
Architect, Landscape & Interior	$198.00
PROFESSIONAL LEVEL VI	
Mechanical & Electrical	$197.00
Civil & Structural	$190.00
Architect, Landscape & Interior	$180.00
PROFESSIONAL LEVEL V	
Mechanical & Electrical	$175.00
Civil & Structural	$171.00
Architect, Landscape & Interior	$160.00
PROFESSIONAL LEVEL IV	
Mechanical & Electrical	$143.00
Civil & Structural	$140.00
Architect, Landscape & Interior	$130.00
Resident Project Representative	$130.00
Technologist	$130.00
PROFESSIONAL LEVEL III	
Mechanical & Electrical	$121.00
Civil & Structural	$118.00
Architect, Landscape & Interior	$110.00
Resident Project Representative	$110.00
Technologist	$110.00

Classification	Hourly Rate
PROFESSIONAL LEVEL II	
Mechanical & Electrical	$101.00
Civil & Structural	$100.00
Architect, Landscape & Interior	$97.00
Technologist	$97.00
Resident Project Representative	$97.00
Administrative	$97.00
PROFESSIONAL LEVEL I	$89.00
Intern	
Technologist	
Resident Project Representative	
Administrative	
SUPPORT STAFF III	$86.00
Technician	
CADD	
Project Assistant	
Administrative	
SUPPORT STAFF II	$78.00
Technician	
CADD	
Administrative Secretary	
Project Assistant EL	
Administrative	
SUPPORT STAFF I	$45.00
Student EL	
CADD EL	
Administrative EL	

Expenses

Reimbursement for expenses, as listed below, but not limited to, incurred in connection with the services, will be at cost plus fifteen percent for items such as:

1. Maps, photographs, postage, telephone, reproductions, printing, equipment rental, and special supplies related to the services.
2. Consultants, soils engineers, surveyors, contractors, and other outside services.
3. Rented vehicles, local public transportation and taxis, road toll fees, travel, and subsistence.
4. Special or job specific fees, insurance, permits, and licenses applicable to the work services.
5. Mileage at IRS approved rate.

Rate for professional staff for legal proceedings or as expert witnesses will be a rate one and one-half times the Hourly Rates specified above. Excise and gross receipts taxes, if any, will be added as an expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2015 through December 31, 2015. After December 31, 2015, invoices will reflect the Schedule of Charges currently in effect.

City of Lubbock, TX
Capital Project
Project Cost Detail
August 13, 2015

Capital Project Number:	92174
Capital Project Name:	Northwest Lubbock and Maxey Park Project

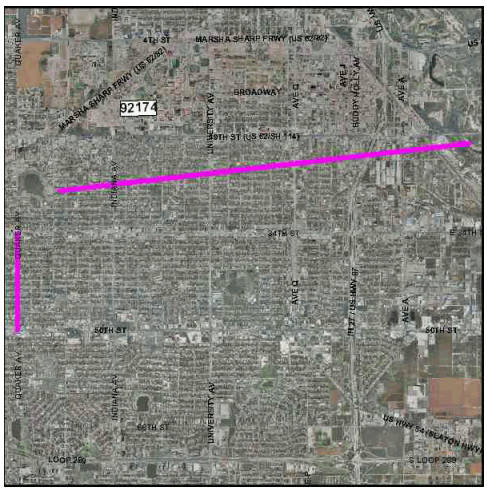
		Budget
Encumbered/Expended		
Parkhill Smith and Cooper Contract Design	$	2,999,975
Parkhill Smith and Cooper Contract Reduction		(717,727)
Parkhill Smith and Cooper - Phase II Contract		729,319
Burlington Northern Santa Fe License Agreement		4,600
Administrative/Bid Cost		20,457
TCEQ NOI		450
Utility Contractors of America, Inc.		30,899,371
Utility Contractors of America, Inc. - CO No. 1		5,080,518
Parkhill, Smith, and Cooper - Construction Phase		2,399,640
Agenda Items August 13, 2015		
Parkhill Smith and Cooper - Phase II Time Extension		-
Encumbered/Expended to Date		41,416,603
Estimated Costs for Remaining Appropriation		
Storm Water Drainage Improvements		533,397
Remaining Appropriation		533,397
Total Appropriation To Date	$	41,950,000

Managing Department **Storm Water Utility**

Project Manager **Mike Keenum**

Project Classification **New Facility**

Project Status **Approved**



Project Scope

Design, plans, specifications, and construction estimates for the construction of storm water infrastructure from Maxey Park to the Canyon Lakes, as well as upstream detention to relieve some flooding risks to homes along Quaker Avenue between 50th Street and 34th Street.

Project Justification

The Northwest Lubbock and Maxey Park Study determined that the projects are feasible and can provide various levels of flood protection in the areas around Maxey Park and along Quaker Avenue.

Project History

The areas have been historically flood prone, affecting residential and commercial structures. Numerous studies conducted since the early 1990s evaluated possibilities for reducing the flood risks in the areas. Results of the Maxey Park Feasibility Study were presented to the City Council in January 2005 and prompted the Northwest Lubbock and Maxey Park Study, which was completed in 2008.

$1.0 million was appropriated in FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.
$1.5 million was appropriated in the FY 2009-10 Budget, Ord. No. 2009-O0073, August 27, 2009.
$600,000 was appropriated in FY 2009-10 Budget Amendment No. 4, Ord. No. 2009-O105, November 19, 2009.
$33.35 million was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$5.5 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
$18.0 million was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.
Reduced funding by $18.0 million in FY 2014-15 Budget Amendment No. 11, Ord. No. 2015-O0015, 2/26/15.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	Total Project Amount
Construction	38,850,000	0	32,000,000	0	9,000,000	0	0	79,850,000
Design and Engineering	3,100,000	0	0	0	0	0	0	3,100,000
Total Project Appropriation	41,950,000	0	32,000,000	0	9,000,000	0	0	82,950,000

Funding Detail	Funding to Date	FY 2015-16	Unappropriated Planning Years FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	Total Funding
FY 2007 Storm Water Revenue CO's	297,896	0	0	0	0	0	0	297,896
FY 2008 Storm Water Revenue CO's	600,000	0	0	0	0	0	0	600,000
FY 2009 Storm Water Revenue CO's	872,225	0	0	0	0	0	0	872,225
FY 2010 Storm Water Revenue CO's	1,500,000	0	0	0	0	0	0	1,500,000
FY 2012 Storm Water Revenue CO's	33,425,918	0	0	0	0	0	0	33,425,918
FY 2013 Storm Water Revenue CO's	5,253,961	0	0	0	0	0	0	5,253,961
FY 2017 Storm Water Revenue CO's	0	0	32,000,000	0	0	0	0	32,000,000
FY 2019 Storm Water Revenue CO's	0	0	0	0	9,000,000	0	0	9,000,000
Total Funding Sources	41,950,000	0	32,000,000	0	9,000,000	0	0	82,950,000

Regular City Council Meeting **6. 8.**

Meeting Date: 08/13/2015

Information

Agenda Item

Resolution - Facilities: Consider a resolution authorizing the Mayor to execute contract 12373 with Bigge Crane and Rigging Co., of Houston, Texas for the installation and lease of a temporary exterior construction elevator at Citizen's Tower (the former Omni Building Complex) located at 1208 14th Street, Lubbock, Texas 79401, RFP 15-12373-MA.

Item Summary

This proposal will install a 160 feet high exterior temporary construction elevator on Citizen's Tower. This equipment will provide service to all eleven floors and access to the roof of the Tower. The elevator is required for the many renovation phases scheduled for this complex. The proposal includes the main elevator equipment, monthly lease charges, assembly set-up and dismantle fees. The term of the lease will be for one year with options to extend as required. The total amount of the proposal will be $209,500, including the monthly lease charges of $10,000 per month.

Fiscal Impact

$10,200,000 is appropriated in Capital Improvement Project 92369, Municipal Facilities Replacement/Renovations with $209,500 available for this purpose.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution & Contract - Bigge Crane and Rigging Co.

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 12373 for the installation and lease of a temporary exterior construction elevator at Citizens Tower located at 1208 14th Street, Lubbock, Texas, per RFP 15-12373-MA, by and between the City of Lubbock and Bigge Crane and Rigging Co., of Houston, 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 this ____ day of _____, 2015.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

_____
Laura Pratt, Assistant City Attorney

RES.Bigge Crane and Rigging 7.15.15
7.15.15

BIGGE Established 1916
CRANE and RIGGING CO.

14800 Jersey Shore Drive
Houston TX 77047
Tel: (713) 434-0995 Fax: (713) 433-5777

Date:	Quote #
06/19/2015	Q-00014030

Quotation

With offices in Houston and Dallas, Bigge Crane & Rigging Co.. is the leader in crane, rigging and hoist rental in the great state of Texas. Bigge, founded in 1916, and in its fourth generation of ownership, provides one of the most experienced crane rental teams in the country. In addition, Bigge has the newest and most technologically advanced machines while offering our clients the most versatile fleet in the region, with 50 Tower Cranes, 100 Rough Terrain Cranes, 50 Crawler Cranes and 15 Truck Cranes, ensuring that Bigge's customers have the right equipment for any job.

Customer Information :	**Billing Address :**
Marta Alvarez City of Lubbock Tel: (806) 775-2169 Email: malvarez@mail.ci.lubbock.tx.us	1625 13th Street Lubbock TX USA 79401 Phone: (806) 775-2169
Re: Citizens Tower	**Job Site(s)** • 1208 14th Street, Lubbock, Texas, 79401

Bigge Crane and Rigging Co. is pleased to provide the following quotation for lease.

Bigge Crane and Rigging Co. currently has a full service technical facility and parts warehouse in Houston, TX to be able to offer complete service and support for the duration of your project.

Hoist

Alimak 650 Single

Mast Configuration

Erection Height	160 '	**Working Height**	140 '	**Initial Height**	140 '

Car Configuration

Car Configuration	Single	**Car Capacity**	7,100 lb
Car Setup	RH	**Car Door Configuration**	AB

Floor Details

No. of Stops	11 No(s)		
No. of Gates	1 No(s)		
Building Type	Concrete	**No. of Ties**	6 No(s)

Electrical Requirements

Electrical Requirement	480 Volts, 3 Phase, 60 Cycle	**Amperage**	100 Amps

Billing Terms

Minimum Lease Duration	12 Month(s)	**Replacement Value($)**	400,000		
Maximum Monthly Hour	160 hrs	**Maximum Weekly Hour**	40 hrs	**Maximum Daily Hour**	8 hrs
Overtime Rate	100 %	**Doubletime Rate**	100 %		
Estimated Start Date	8/3/2015	**Estimated End Date**	8/1/2016		

Lease Terms

Mobile Crane Pricing (Installation)	Included
Mobile Crane Pricing (Dismantle)	Included

Monthly Lease Charges

Item	Charge Type	Notes	Rate	UoM	Quantity	Total
Bare Rate	Monthly Rate		$8,000	Month	12	$96,000
Repair Agreement	Monthly Rate		$2,000	Month	12	$24,000
				Total Monthly Lease Charges		**$120,000**

Assembly Set Up Charges

Item	Charge Type	Notes	Rate	UoM	Quantity	Total
Engineered Drawings	One Time		$1,500		1	$1,500
Freight On	One Time		$5,000		1	$5,000
Hoist Erection	One Time		$28,500		1	$28,500
Load Test	Lump Sum		$1,000	Each	1	$1,000
Service Technician	Lump Sum		$2,000	Each	5	$10,000
				Total Assembly Set Up Charges		**$46,000**

Dismantle Charges

Item	Charge Type	Notes	Rate	UoM	Quantity	Total
Freight Off	One Time		$5,000		1	$5,000
Dismantle Hoist	One Time		$28,500		1	$28,500
Service Technician	Lump Sum		$2,000	Each	5	$10,000
				Total Dismantle Charges		**$43,500**

Total $209,500

Provided by Others

Docks, ramps, landings, gates or special engineering provided by Contractor

General Terms

- All leases are subject to applicable taxes.
- Lease subject to all terms and conditions of Bigge Crane and Rigging Co.'s Bare Equipment Lease Agreement. No other terms and conditions will be applicable.
- Satisfactory proof of Insurance in accordance with Bigge Crane and Rigging Co. written requirements
- An on-rent and off-rent inspection is required. An authorized representative from your company must be present during both inspections.
- A signed Borrowed Servant Doctrine under Addendum #1 is required if a Bigge Crane and Rigging Co. Technician is requested to assist in the erection and dismantling of the equipment or a Bigge Crane and Rigging Co. Operator is requested to operate the leased equipment.
- All leases are subject to applicable taxes. Lease subject to all terms and conditions contained within the Bare Equipment Lease Agreement. No other terms and conditions will be applicable unless mutually agreed in writing.
- Prior to delivery or release of the Equipment, a Bare Lease Agreement shall be fully executed and complete insurance including all actual endorsements on file with Bigge Crane and Rigging Co..

- Customer shall provide Bigge Crane and Rigging Co. a 60 day notice of any termination or extension. Early termination is subject to termination fees. If after meeting the minimum guaranteed rental period and Customer fails to notify Bigge Crane and Rigging Co. within 60 days of termination date, Customer shall pay for the full month's rental regardless if the maximum hours have been met.
- Customer agrees to pay a Cancellation Fee equivalent to the minimum lease duration as defined in this Proposal should the Customer cancel this Agreement within one hundred twenty (120) days of the scheduled commencement of the Lease Period.
- Should Customer delay taking delivery within ten (10) business days after the stated delivery date in the Proposal Letter, Bigge Crane and Rigging Co.'shall commence rental charges on the stated delivery date or, at its option, Bigge Crane and Rigging Co. may terminate this contract without liability and Customer shall be responsible for any reservation costs.
- Any changes in the Rental Start Date by more than 2 weeks will require agreement by Bigge Crane and Rigging Co. and/or Bigge Crane and Rigging Co. may terminate rental.
- Steel Loading Dock & Ramp - Ground Area: If Bigge Crane and Rigging Co. provides steel loading dock & ramp, Lessee shall ensure that the ground beneath these items must be compacted, level, free of debris/water prior to delivery. Lessee shall maintain the ground beneath loading dock and keep it free of debris/water.
- Landing Thresholds/Upper landing bridges: Any all landing thresholds or upper landing bridges (to bridge any space from hoist cage/car to the building landing deck/levels) that may be required shall be completely provided, installed and removed by the Lessee. Can be provided by Bigge Crane and Rigging Co. for additional charge.
- Mobilizations do not account for weather related delays such as, but not limited to, wind, rain, or snow. Customer will be responsible for Bigge's employees show up time per the Union contract.

Rates

- Additional utilization of the Equipment will be billed on a monthly basis as mentioned above based on Standard Time rates. Rental charges shall not be reduced by any unused portion of the rental period increment stated herein.
- Overtime and Double-Time rates shall apply for any work occurring on Saturday, Sunday and standard Bank Holidays.

Invoicing & payments

- Bigge Crane and Rigging Co.'s invoice shall be paid at the beginning of each month at a 28 day monthly cycle.
- All the costs as referenced in the Proposal including, but not limited to, anchors, transportation, installation, certifications and first months lease for the equipment shall be paid in the first invoice.
- No retention shall be withheld.
- Any costs associated with any mandatory billing system as required by Customer such as Textura shall be charged to and paid for by Customer.

Electrical Requirements

- Proper installation of this Equipment requires the electrical requirements be met as mentioned above.

Equipment Inspections

- On-rent and off-rent inspections are required. An authorized representative from Customer must be present during both inspections.

Erection and Dismantle Service

- Customer may elect to add an Erection and Dismantle Service under an Addendum covering the erection, jumps and dismantlement of Equipment, including parts and labor, at an additional cost.

- Any Operators or Technicians requested by Customer shall be agreed under the terms of Bigge Crane and Rigging Co.'s standard Borrowed Servant Addendum to perform any of the erection, jumps, operation, maintenance service, and dismantlement. Bigge Crane and Rigging Co. will not be responsible for any delays in the schedule if the Customer does not provide a 30 day notice prior to any erection, jump or dismantlement and/or if start dates are yet not established.
- Customer will provide a 30 day notice prior to any erection, jump or dismantlement if dates are yet not established.
- Weekend and holiday work is subject to overtime and doubletime pay.
- Customer will assume responsibility for all stand-by time exceeding one (1) hour created by inclement weather, labor strikes, or jobsite condition, even if beyond Customer's control.
- Under no circumstances shall Bigge Crane and Rigging Co. be liable for the cost of any downtime or delays in delivery, delays in installation, testing or for consequential damages for the failure of any parts or Equipment to operate.
- The assist crane, all Equipment parts and other items will be given free and clear access at all times. All erection and dismantle pricing based on maximum assist crane working radius as stated herein.

Equipment Repair Agreement

- Customer may elect to add an Equipment Repair Agreement (ERA) covering repair of the Equipment, including parts and labor, at an additional cost. Customer damage that occurs as a DIRECT OR INDIRECT result of misuse, accident, or lack of daily maintenance by the operator is not covered by the ERA and will be billed to Customer.

Billable Items

- Technical assistance will be provided upon written request by Customer during erection and dismantle of the Equipment and will be billed per Bigge Crane and Rigging Co.'s published standard rate sheet. Such rate sheet will be available upon request by Customer.
- Equipment operation manuals and manufacturers drawings will be supplied upon written request.
- Custom Engineered Drawings are available upon request for an additional charge.

Excluded Items

- THIS proposal and pricing excludes responsibility for ANY liquidated or consequential damages. Bigge Crane and Rigging Co. DOES not accept the imposition of liquidated or consequential damages which may be levied against ANY project.
- Quoted price excludes costs related to operators, rigging personnel, and signal persons not specifically included in this Proposal. Pricing for any activities, such as erection, jumps, re-torque, does not include costs for an operator.
- Quoted price excludes any foundation engineering and wall-tie attachment engineering.
- Quoted price excludes any required shoring for Equipment, trucks or assist cranes.
- Quoted price excludes any required swing and trolley limiting devices, either Zoning or Anti-Collision Systems.
- Quoted price excludes any apparatus, system, and parts that are not included in the quote, including but not limited to, lifting accessories, tools, embeds, gates, steel dock and ramp, call boxes, tie-ins, counterweights, test weights, jibs, base anchors.

Insurance and Bonds

- Customer must provide satisfactory EQUIPMENT-SPECIFIC insurance in accordance with Bigge Crane and Rigging Co. Bare Equipment Lease Agreement. For Erection and Dismantle services or Operated and Maintained services of the Equipment, Bigge Crane and Rigging Co. can provide up to $2 Million of General Liability coverage per occurrence and per aggregate. If additional limits are required by Customer then Bigge Crane and Rigging Co. will charge for any increase in coverage amount.

- In the event Bigge Crane and Rigging Co. has to enroll in any mandatory insurance program required by Customer or Owner, then all costs, including but not limited to, administrative and enrollment fees will be charged to and paid for by Customer.
- Any bonds required by customer the bonds premium will be charged to for the account of customer.
- Pricing provided is net of the OCIP, CCIP, WRAP or any Controlled Insurance Program costs and no further discounts shall be provided.

Labor Rates

- Unless mutually agreed, labor rates shall be subject to escalations per Union agreements.

Customer Responsibilities, prior to arrival on site

- Provide free and clear access (on ground and in aerial space) with adequate working and storage space for the purposes of Bigge Crane and Rigging Co.'s work.
- Provide Bigge Crane and Rigging Co. with firm level soil, all weathered work area capable of supporting the loads imposed by Bigge Crane and Rigging Co.'s equipment.
- Provide permanent and correct power supply as required to operate and run the Equipment.
- Ensure that structure is ready for erecting, mounting and tying-in of the Equipment.
- Responsible for the installation of the foundations and structural supports in accordance with the stamped and approved design, prior to crane erection per OSHA requirements and shall confirm in writing to Bigge Crane and Rigging Co..

Termination Fees

- Bigge Crane and Rigging Co. reserves the right to charge the remaining guaranteed minimum rental, demobilization, transportation, and reservation cost should Customer elects to terminate for convenience or cancel any rental within 24 hours of dispatching. Lease rates are subject to change and are based on availability at the time of order acceptance.

Total Liability Cap

- Bigge Crane and Rigging Co.'s total liability shall not exceed 25% of the contract value.

Limitation of Liability

- Unless otherwise expressly represented, lessor is not the manufacturer of the equipment. Lessor extends no warranties, express or implied, of merchantability, fitness for a particular purpose, design, materials, or otherwise, except as set forth in this agreement. In no event shall lessor or the manufacturer (or its component suppliers) of the equipment be liable for any delay, work stoppage, loss of use of equipment, loss of time, inconvenience, loss of profit, or any direct, indirect, incidental, liquidated, special or consequential damages.

This proposal is based upon reaching a mutually agreeable contract, referencing this quotation letter, and containing the following additional specific conditions and Bigge Crane and Rigging Co.'s standard terms and conditions referenced in this document.

- Our proposal and pricing are based on this submittal and all terms and conditions herein forming part of the resulting contract by inclusion.
- Equipment subject to availability and prior commitment.
- Payments: Accounts due and payable, in full, on presentation of invoice - no retention.

- Upon the execution and return of the acknowledgement below accepting this proposal and the terms and conditions contained herein we will prepare and forward to you the Bare Equipment Lease Agreement for execution along with our insurance requirements.
- TAXES - LESSEE shall be liable for and shall pay all licenses, permits, fees, taxes and assessments, and penalties and fines, if any, assessed or levied by an public authority against the Equipment, this Quote and the transaction represented thereby, or any interest therein or any part thereof, or arising out of the ownership, use, operation or possession of the Equipment hereunder. Nothing in this paragraph is to be construed as meaning that the LESSEE is to pay the personal property tax levied against the machinery rented when said machinery is delivered within the home state of the LESSOR, as in this case the LESSOR is to pay his own personal property tax. In the event the Equipment is rented outside of the home state of the LESSOR, any and all taxes assessed against the machinery, including personal property tax, are to be paid by the LESSEE.

Bigge Crane and Rigging Co.'s proposal and pricing are contingent on providing a maximum of $2 Million General Liability, $4 Million Aggregate. A request for higher limits not included in a bid specification or advice provided prior to our bid will be subject to an increase in our pricing.

Thank you for the opportunity to be of service.

Reno Russell
Tower Crane Sales Rep
Email: rrussell@bigge.com
Tel: (972) 837-9770

The parties agree to the terms of Exhibit A and B attached hereto and incorporated herein by reference.

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

CITY OF LUBBOCK, TX:

Glen C. Robertson, Mayor

CONTRACTOR:

Contractor's Signature

Julio G. Castro
Contracts Manager
Title

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Facilities Management

APPROVED AS TO FORM:

Laura Pratt, Assistant City Attorney

A. Non-Arbitration

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

B. Nonappropriation

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

Exbitit B

City of Lubbock, Texas
RFP 15-12323-MA

INSURANCE REQUIREMENTS

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

INSURANCE COVERAGE REQUIRED

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

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

Type	Amount
General Liability	**General Aggregate of $1,000,000**
Auto Liability	**General Aggregate of $1,000,000**
Workers Compensation	**Statutory limits**

The City of Lubbock shall be named as additional insured on liability coverages on a primary and non-contributory basis with a waiver of subrogation in favor of the City on all coverages. To include products of completed operations endorsement.

ADDITIONAL POLICY ENDORSEMENTS

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

REQUIRED PROVISIONS

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

a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;

b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;

c. Provide for notice to the City at the address shown below by registered mail;

d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

f. All copies of the Certificates of Insurance shall reference the project name or bid number for which the insurance is being supplied.

NOTICES

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

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

Marta Alvarez, Director of Purchasing and Contract Management
City of Lubbock
1625 13th Street, Room L04
Lubbock, Texas 79401

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

City of Lubbock, TX
Capital Project
Project Cost Detail
August 13, 2015

Capital Project Number	92369
Capital Project Name	Municipal Facilities Replacement/Renovations

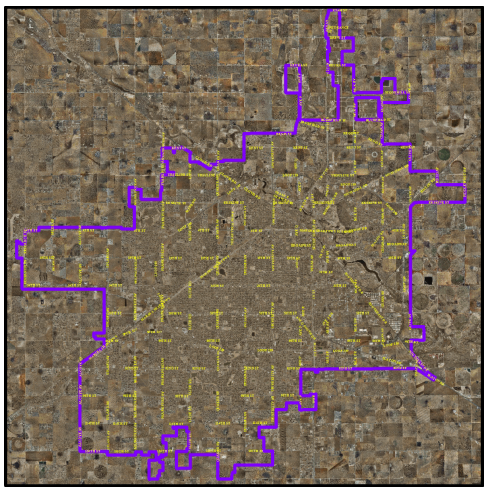
	Budget
Encumbered/Expended	
Amco Electric -Safety/Security Lighting	$ 35,000
Environmental Services Agency Contract 12227	252,430
Appraisal Fees	3,750
Bid Cost	323
Cleanup and weed removal	3,550
Perkins + Will Design Contract 12065	4,960,732
Purchase of 1603 13th Street	427,910
Agenda Item August 13, 2015 Council	
AMX Contract No. 12354	974,227
Bigge Crane & Rigging Co. Contract No. 12373	209,500
Encumbered/Expended To Date	6,867,422
Estimated Costs for Remaining Appropriation	
Design/Furnishings/Construction	3,332,578
Remaining Appropriation	3,332,578
Total Appropriation	$ 10,200,000

Managing Department **Facilities Management**

Project Manager **Wesley Everett**

Project Classification **Replacement Facility**

Project Status **Approved**



Project Scope

The project includes land or building acquisition; construction of new facilities; and renovations and/or upgrades to existing facilities including the property located at 1206 14th Street, City Hall, and other buildings as funding allows. The project also includes all costs related to design and engineering and professional services as related to acquisition, remodeling, construction, or renovations and upgrades.

Project Justification

The project will replace the current City Hall with a renovated facility in the former Omni Building that will provide enough space to allow the City to locate most departments within one facility.

The project will also renovate the current City Hall into a new Police facility that will replace the facility at Municipal Square.

The following is a brief summary of the concerns and findings of the 2014 Citizens Advisory Committee related to the existing police facility:

- Safety – Stress cracks in offices, concerns of structure support in basement, areas of facility are unfit for use, exposure to asbestos, cracked or broken tiles that are too many to count, holes in walls, restrooms with rancid odor, backed up sewage in the basement, break rooms with no running water for personal hygiene, and spacing concerns that place support staff within arm's reach of criminals being walked through facility.
- Privacy – Property crimes areas have cubicles for work spaces where victims, witnesses and suspects are interviewed and deprive people of their expectation of privacy as they share information with detectives.
- Recruitment – The current police station not only sends a negative message about the value we place on public safety, but in effect, is detrimental to allowing us to attract and retain our current police staff.
- Supervision – Sections of the department's personnel are completely disjointed and inaccessible to others in their department and there is a concern among the committee that the housing should be more logical in nature.
- Recommendation - The Citizen's Advisory Committee report gave the recommendation to replace the substandard facility with a modern facility that will better serve the needs of our police as well as our community.

Project History

$10.2 million was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	Total Project Amount
Land Acquisition	5,000,000	0	0	0	0	0	0	5,000,000
Construction	0	52,800,000	0	0	0	0	0	52,800,000
Design and Engineering	5,200,000	0	0	0	0	0	0	5,200,000
Total Project Appropriation	10,200,000	52,800,000	0	0	0	0	0	63,000,000

Funding Detail	Funding to Date	FY 2015-16	Unappropriated Planning Years FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	Total Funding
FY 2015 Tax Supported Revenue CO's	10,200,000	0	0	0	0	0	0	10,200,000
FY 2016 Tax Supported Revenue CO's	0	52,800,000	0	0	0	0	0	52,800,000
Total Funding Sources	10,200,000	52,800,000	0	0	0	0	0	63,000,000

Regular City Council Meeting **6. 9.**

Meeting Date: 08/13/2015

Information

Agenda Item

Resolution - Facilities: Consider a resolution authorizing the Mayor to execute contract 12534 with AMX Environmental Ltd, of Dallas, Texas for the asbestos and mold abatement of the Citizen's Tower Complex (the former Omni Building) located at 1208 14th Street Lubbock, Texas RFP 15-12354-MA.

Item Summary

This contract includes the abatement of asbestos and mold from the Citizen's Tower Complex.

Proposals were solicited and four firms responded with sealed proposals. The following were received: AMX of Dallas, Texas $974,227 and 180 days to complete; ARC Abatement of Houston, Texas $1,387,751 and 210 days to complete; AAR Inc. of Houston, Texas $1,721,900 and 270 days to complete; Blackmon Mooring of Texas $3,421,994 and 304 days to complete.

The proposals were evaluated using the following criteria: Price (60%), Contractor Qualifications (20%), Record of Performance (5%) and Construction Time (15%). The maximum point value is 100 points. After the proposals were evaluated, the following ranking was obtained:

Contractor	Amount	Days for Completion	Score
AMX Environmental, Ltd. of Dallas, Texas	$ 974,227	180	96
ARC Abatement, Inc. of Houston, Texas	1,387,751	210	78
AAR, Inc. of Houston, Texas	1,721,900	270	66
Blackmon Mooring of Lubbock, Texas	3,421,994	304	42

Staff and Evaluation committee recommend award of the lump sum contract to the highest ranked proposal, AMX Environmental LTD of Dallas, Texas, for $974,227. Time for completion is 180 working days with liquidated damages of $650 per consecutive calendar day.

Fiscal Impact

$10,200,000 is appropriated in Capital Improvement Project 92369, Municipal Facilities Replacement/Renovations, with $974,227 available for this purpose.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution & Contract - AMX Environmental, Ltd
Budget Detail
CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 12354 for the asbestos abatement and mold remediation at Citizens Tower located at 1208 14th Street, Lubbock, Texas, per RFP 15-12354-MA, by and between the City of Lubbock and AMX Environmental, Ltd., of Dallas, 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 this ____ day of _____, 2015.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

_____
Laura Pratt, Assistant City Attorney

RES.AMX Environmental 7.15.15
7.15.15

PROPOSAL SUBMITTAL FORM
LUMP SUM PRICE PROPOSAL CONTRACT

DATE: June 16, 2015

PROJECT NUMBER: **RFP 15-12354-MA - Citizen's Towers Asbestos and Mold Abatement**

Proposal of AMX Environmental, Ltd. (hereinafter called Offeror)

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

Ladies and Gentlemen:

The Offeror, in compliance with your Request for Proposals for the **Citizen's Towers Asbestos and Mold Abatement** having carefully examined the plans, specifications, instructions to offerors, notice to offerors 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 price to cover all expenses incurred in performing the work required under the contract documents.

BASE PROPOSAL

ITEM NO.	DESCRIPTION	UNIT	MATERIALS	LABOR
1	The project is for Citizen's Tower located at 1208 14th Street in Lubbock, Texas for asbestos abatement and mold remediation as identified in specifications attached hereto,	LS	$539,536.00	$359,691.00

TOTAL PROPOSAL ($ 974,227.00)
Allowances Included Above

CONTRACT ALLOWANCE No. One (1)

ITEM	DESCRIPTION
1	Provide a contingency allowance of $50,000.00 for any additional work deemed necessary by Owner. This allowance shall not be spent without Owner's prior written approval.
2	Provide an Independent Testing allowance of $25,000.00 for any additional work deemed necessary by Owner. This allowance shall not be spent without Owner's prior written approval.

DURATION - Contractors proposed TIME for completion: **TOTAL CALENDAR DAYS:** 180

Offeror's Initials

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 THREE HUNDRED EIGHT (**308**) **Consecutive Calendar Days** thereafter as stipulated in the specifications and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages the sum of SIX HUNDRED DOLLARS (**$600**) for each consecutive calendar day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.

Offeror understands and agrees that this proposal submittal shall be completed and submitted in accordance with instruction number 29 of the General Instructions to Offerors.

Offeror understands that the Owner reserves the right to reject any or all proposals and to waive any formality in the proposing.

The Offeror agrees that this proposal shall be good for a period of **60** calendar days after the scheduled closing time for receiving proposals.

The undersigned Offeror 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 proposal, and he further agrees to commence work on the date specified in the written notice to proceed, and to substantially complete the work on which he has proposed; as provided in the contract documents.

Offerors 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 proposal 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 proposal submitted as a guarantee that offeror will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within 10 days after notice of award of the contract to him.

_____ Offeror's Initials

Enclosed with this proposal is a Cashier's Check or Certified Check Enclosed with this proposal is a Cashier's Check or Certified Check for _____ Dollars ($_____) or a Proposal Bond in the sum of 5% Dollars ($ 899,227.00), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the proposal 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 proposal; otherwise, said check or bond shall be returned to the undersigned upon demand.

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

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

(Seal if Offeror is a Corporation)

ATTEST:

_____
~~Secretary~~

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 6-11-15
Addenda No. 2 Date 6-12-15
Addenda No. 3 Date 6-15-15
Addenda No. _____ Date _____

Date: June 16, 2015

_____
Authorized Signature

Christopher J. Wells, Project Development Officer
(Printed or Typed Name)

AMX Environmental, Ltd.
Company

2351 W. Northwest Hwy., Suite 2118
Address

Dallas, Dallas
City, County

TX, 75220
State Zip Code

Telephone: 214 - 353-8087
Fax: 214 - 353-8095
Email: cwells@amxcompanies.com

FEDERAL TAX ID or SOCIAL SECURITY No.

47-0864080

City of Lubbock, TX
Capital Project
Project Cost Detail
August 13, 2015

Capital Project Number	92369
Capital Project Name	Municipal Facilities Replacement/Renovations

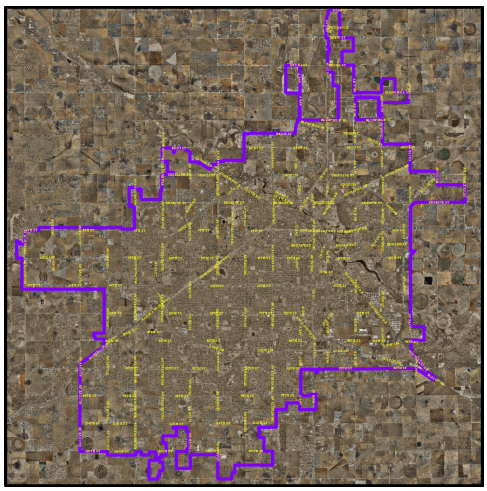
	Budget
Encumbered/Expended	
Amco Electric -Safety/Security Lighting	$ 35,000
Environmental Services Agency Contract 12227	252,430
Appraisal Fees	3,750
Bid Cost	323
Cleanup and weed removal	3,550
Perkins + Will Design Contract 12065	4,960,732
Purchase of 1603 13th Street	427,910
Agenda Item August 13, 2015 Council	
AMX Contract No. 12354	974,227
Bigge Crane & Rigging Co. Contract No. 12373	209,500
Encumbered/Expended To Date	6,867,422
Estimated Costs for Remaining Appropriation	
Design/Furnishings/Construction	3,332,578
Remaining Appropriation	3,332,578
Total Appropriation	$ 10,200,000

Managing Department **Facilities Management**

Project Manager **Wesley Everett**

Project Classification **Replacement Facility**

Project Status **Approved**



Project Scope

The project includes land or building acquisition; construction of new facilities; and renovations and/or upgrades to existing facilities including the property located at 1206 14th Street, City Hall, and other buildings as funding allows. The project also includes all costs related to design and engineering and professional services as related to acquisition, remodeling, construction, or renovations and upgrades.

Project Justification

The project will replace the current City Hall with a renovated facility in the former Omni Building that will provide enough space to allow the City to locate most departments within one facility.

The project will also renovate the current City Hall into a new Police facility that will replace the facility at Municipal Square.

The following is a brief summary of the concerns and findings of the 2014 Citizens Advisory Committee related to the existing police facility:

- Safety – Stress cracks in offices, concerns of structure support in basement, areas of facility are unfit for use, exposure to asbestos, cracked or broken tiles that are too many to count, holes in walls, restrooms with rancid odor, backed up sewage in the basement, break rooms with no running water for personal hygiene, and spacing concerns that place support staff within arm's reach of criminals being walked through facility.
- Privacy – Property crimes areas have cubicles for work spaces where victims, witnesses and suspects are interviewed and deprive people of their expectation of privacy as they share information with detectives.
- Recruitment – The current police station not only sends a negative message about the value we place on public safety, but in effect, is detrimental to allowing us to attract and retain our current police staff.
- Supervision – Sections of the department's personnel are completely disjointed and inaccessible to others in their department and there is a concern among the committee that the housing should be more logical in nature.
- Recommendation - The Citizen's Advisory Committee report gave the recommendation to replace the substandard facility with a modern facility that will better serve the needs of our police as well as our community.

Project History

$10.2 million was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	Total Project Amount
Land Acquisition	5,000,000	0	0	0	0	0	0	5,000,000
Construction	0	52,800,000	0	0	0	0	0	52,800,000
Design and Engineering	5,200,000	0	0	0	0	0	0	5,200,000
Total Project Appropriation	10,200,000	52,800,000	0	0	0	0	0	63,000,000

Funding Detail	Funding to Date	FY 2015-16	Unappropriated Planning Years FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	Total Funding
FY 2015 Tax Supported Revenue CO's	10,200,000	0	0	0	0	0	0	10,200,000
FY 2016 Tax Supported Revenue CO's	0	52,800,000	0	0	0	0	0	52,800,000
Total Funding Sources	10,200,000	52,800,000	0	0	0	0	0	63,000,000

Regular City Council Meeting **6. 10.**

Meeting Date: 08/13/2015

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute purchase order contract 33000641 with Dell Marketing LP for the purchase of desktop computers, monitors and laptop computers.

Item Summary

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

These computers will be used to continue the computer replacement program. Information Technology (IT) began the computer replacement program in 2005, replacing a scheduled portion of the City computers each year. This year IT is proposing to replace computers with an average life span of 4-5 years.

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

Fiscal Impact

The purchase price of $260,638.00 for the 302 desktop computers, monitors and 46 laptop computers is being made through the City of Lubbock Master Lease program.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution and Purchase Order for Dell

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 for the State of Texas Department of Information Resources, Purchase Order No. 33000641, for Desktop Computers, Monitors, and Laptop Computers, by and between the City of Lubbock and Dell Marketing LP of Round Rock, Texas, and related documents, pursuant to State of Texas Department of Information Resources Contract No. DIR-SDD-1951. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

_____
John C. Grace, Assistant City Attorney

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City of Lubbock TEXAS PURCHASE ORDER

Page - 1
Date - 07/22/2015
Order Number 33000641 000 OP
Branch/Plant 330

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

SHIP TO:
CITY OF LUBBOCK
INFORMATION TECHNOLOGY
C/O DAVID MCGAUGHEY
1611 10TH STREET
LUBBOCK Texas 79401

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

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 07/22/2015 Freight
Requested 09/30/2015 Taken By S SUMMERS
Delivery PER J ZHINE REQ #45870 CONTRACT DIR-SDD-1951

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Latitude 15 5000 Series Docked	19.000	899.0000	EA	17,081.00	09/30/2015
#210-ABGO / #452-BBBH					
Latitude 15 5000 Series	27.000	815.0000	EA	22,005.00	09/30/2015
#210-ABGO					
Precision T1700 MT GIS Wkstatn	14.000	1,251.5700	EA	17,521.98	09/30/2015
#210-AAJV					
Dell 20 Monitor P2014H_3Y Warr	28.000	104.6300	EA	2,929.64	09/30/2015
#320-9798					
OptiPlex 3020 SFF Desktops	288.000	679.0000	EA	195,552.00	09/30/2015
#210-ABIX					
Dual Monitor Stands	19.000	92.0000	EA	1,748.00	09/30/2015
#332-1236					
Dell USB SoundBar AC511	200.000	19.0000	EA	3,800.00	09/30/2015
#318-2885					

Total Order 260,637.62

Terms NET 30

City of Lubbock TEXAS PURCHASE ORDER

Page - 1
Date - 07/22/2015
Order Number 33000641 000 OP
Branch/Plant 330

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

SHIP TO:
CITY OF LUBBOCK
INFORMATION TECHNOLOGY
C/O DAVID MCGAUGHEY
1611 10TH STREET
LUBBOCK Texas 79401

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

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered	07/22/2015	Freight	.
Requested	09/30/2015	Taken By	S SUMMERS
Delivery	PER J ZHINE REQ #45870		CONTRACT DIR-SDD-1951

This purchase order encumbers funds in the amount of $260,637.62 awarded Dell Marketing LP of Round Rock, TX on August 27, 2015. The following is incorporated into and made part of this purchase order by reference Contract DIR-SDD-1951 dated July 15, 2015 Dell Marketing LP of Round Rock, TX. Resolution #_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO FORM:

_____
John G. Grace
Assistant City Attorney

DELL

Proposal Date	7/15/2015	Contract # DIR-SDD-1951				Company	CITY OF LUBBOCK
						Customer #	1784159
Quote #	Product Description	QTY	Subtotal	Tax	Shipping	Extended	Application Description
711429205	Latitude 15 5000 Series	19	$17,081.00	$0.00	$0.00	$17,081.00	
711428222	Latitude 15 5000 Series	27	$22,005.00	$0.00	$0.00	$22,005.00	
711427042	Dell Precision T1700 MT CTO Base	14	$20,451.62	$0.00	$0.00	$20,451.62	
711425160	OptiPlex 3020 Small Form Factor CTO	288	$195,552.00	$0.00	$0.00	$195,552.00	
	Software and Peripherals						
711429917	Dell MDS14 Dual Monitor Stand, Customer Install	19	$1,748.00	$0.00	$0.00	$1,748.00	
711429631	Dell Stereo USB Monitor Soundbar AC511	200	$3,800.00	$0.00	$0.00	$3,800.00	

Dell Account Manager
Kevin Prifogle
Kevin_Prifogle@Dell.com
512-513-9195

DELL

Project Totals	
Hardware	$255,089.62
Software and Peripherals	$5,548.00
Shipping	$0.00
Sales Tax	$0.00
Grand Total	**$260,637.62**

QUOTATION

Quote #:	**711429205**
Customer #:	**1784159**
Contract #:	**42AFU**
CustomerAgreement #:	**DIR-SDD-1951**
Quote Date:	**7/15/2015**
Customer Name:	**CITY OF LUBBOCK**

Date: 7/17/2015

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

Sales Professional Information

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

GROUP: 1	QUANTITY: 19	SYSTEM PRICE: $899.00	GROUP TOTAL: $17,081.00

Description	Quantity
Latitude 15 5000 Series (210-ABGO)	19
8GB Dual Channel DDR3L 1600MHz (4GBx2) (370-AAPE)	19
Internal English Dual Pointing Backlit Keyboard (583-BBJJ)	19
Intel Integrated HD Graphics 4400 (490-BBNB)	19
Intel Wireless 7260 driver (555-BBQK)	19
500GB (7.200 Rpm) Serial ATA Hard Drive (400-AAUX)	19
Windows 8.1 (64Bit) English (619-ADTB)	19
US Order (332-1286)	19
6-cell (65Wh) Lithium Ion battery with ExpressCharge (451-BBDW)	19
Dell Professional Topload 15.6 inch Carry Case (460-BBLG)	19
8X DVD+/-RW Media Bay Drive (429-AAIL)	19
Intel Dual Band Wireless-AC 7260 802.11ac/a/b/g/n 2x2 + Bluetooth 4.0 LE Half Mini Card (555-BBHI)	19
E5 Power Cord (US) (537-BBBD)	19
Windows 8.1 DVD OS Recovery(English) (620-AASU)	19
Dell Backup and Recovery Basic (637-AAAS)	19
BTO Standard shipment Air (800-BBGF)	19
System Documentation, English (340-ACOS)	19
No Camera Software (319-BBBK)	19
Dell Limited Hardware Warranty Extended Year(s) (975-3461)	19
Dell Limited Hardware Warranty (997-6727)	19
ProSupport Plus: Accidental Damage Service, 3 Years (997-6746)	19
ProSupport Plus: Keep Your Hard Drive, 3 Years (997-6755)	19
ProSupport Plus: Next Business Day Onsite, 1 Year (997-6762)	19
ProSupport Plus: Next Business Day Onsite, 2 Year Extended (997-6764)	19
ProSupport Plus: 7x24 Technical Support, 3 Years (997-6773)	19
No Out-of-Band Systems Management (631-AACH)	19
No Resource DVD (430-XXYG)	19
Fingerprint Reader (Dual Poiting) Palmrest (346-BBFY)	19
System Documentation, English (340-ADNT)	19
Energy Star 6.0 (387-BBIL)	19
4th Gen Intel Core i5-4310U Processor (2.0 GHz, 3M Cache, Dual Core) (338-BEOS)	19
Intel Core i5-4310U Processor Base, Integrated Graphics, Express Card Reader (329-BCEI)	19
No DDPE Encryption Software (954-3465)	19

E-Port Plus, dock adds dual digital display and legacy port support, USB 3.0 (452-BBBH)	19
Light Sensitive Webcam and Noise Cancelling Digital Array Mic (325-BBCS)	19
Ship Material, Shuttle, Mix Model (340-AFZW)	19
Cyberlink Media Suite Essentials for Windows 8.1 without Media (658-BBTV)	19
Regulatory Label, Non-Touch (389-BCZZ)	19
No Intel Responsive (551-BBBJ)	19
Intel Core i5 Processor Label (389-BCCI)	19
15.6" HD (1366x768) Wide View Anti-Glare WLED-backlit (391-BBJD)	19
Microsoft Office Trial, MUI, OptiPlex, Precision, Latitude (630-AABP)	19
Dell Digital Delivery Cirrus Client (340-AAUC)	19
Thank you for buying Dell (421-9982)	19
Dell Data Protection Security Tools Digital Delivery/NB (422-0007)	19
SW,MY-DELL,CRRS (422-0052)	19
Latitude 15 5000 Software Drivers (551-BBBU)	19
Not Selected in this Configuration (640-BBHQ)	19
Visit www.dell.com/encryption (640-BBHR)	19
Waves Maxx Audio Royalty (658-BBNF)	19
No Anti-Virus Software (650-AAAM)	19
65W AC Adapter, 3-pin (492-BBEM)	19
CFI,Information,ID3,WIN7,64BIT,Factory Install (375-9043)	19
CFI,Information,MBRBR,PART,DNR,Factory Install (376-6665)	19
CFI,Information,WIN7,VLA,ONLY,Factory Install (375-4258)	19
CFI,Information,CSRouting,Eligible,Factory Install (375-3088)	19
Custom Project Fee for ESLH (366-1551)	19
Factory Image Load, ImageDirect3 (366-0075)	19
CFI Routing SKU (365-0257)	19
CFI,Software,Image,Quick Image,Titan,Factory Install (372-9740)	19

***Total Purchase Price:**	**$17,081.00**
Product Subtotal:	$17,081.00
Tax:	$0.00
Shipping & Handling:	$0.00
State Environmental Fee:	$0.00
Shipping Method:	LTL 5 DAY OR LESS
	(Amount denoted in $)*

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QUOTATION

Quote #:	711428222
Customer #:	1784159
Contract #:	42AFU
CustomerAgreement #:	DIR-SDD-1951
Quote Date:	7/15/2015
Customer Name:	CITY OF LUBBOCK

Date: 7/17/2015

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

Sales Professional Information

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

GROUP: 1	QUANTITY: 27	SYSTEM PRICE: $815.00	GROUP TOTAL: $22,005.00

Description	Quantity
Latitude 15 5000 Series (210-ABGO)	27
8GB Dual Channel DDR3L 1600MHz (4GBx2) (370-AAPE)	27
Internal English Dual Pointing Backlit Keyboard (583-BBJJ)	27
Intel Integrated HD Graphics 4400 (490-BBNB)	27
Intel Wireless 7260 driver (555-BBQK)	27
500GB (7.200 Rpm) Serial ATA Hard Drive (400-AAUX)	27
Windows 8.1 (64Bit) English (619-ADTB)	27
US Order (332-1286)	27
6-cell (65Wh) Lithium Ion battery with ExpressCharge (451-BBDW)	27
Dell Professional Topload 15.6 inch Carry Case (460-BBLG)	27
8X DVD+/-RW Media Bay Drive (429-AAIL)	27
Intel Dual Band Wireless-AC 7260 802.11ac/a/b/g/n 2x2 + Bluetooth 4.0 LE Half Mini Card (555-BBHI)	27
E5 Power Cord (US) (537-BBBD)	27
Windows 8.1 DVD OS Recovery(English) (620-AASU)	27
Dell Backup and Recovery Basic (637-AAAS)	27
BTO Standard shipment Air (800-BBGF)	27
System Documentation, English (340-ACOS)	27
No Camera Software (319-BBBK)	27
Dell Limited Hardware Warranty Extended Year(s) (975-3461)	27
Dell Limited Hardware Warranty (997-6727)	27
ProSupport Plus: Accidental Damage Service, 3 Years (997-6746)	27
ProSupport Plus: Keep Your Hard Drive, 3 Years (997-6755)	27
ProSupport Plus: Next Business Day Onsite, 1 Year (997-6762)	27
ProSupport Plus: Next Business Day Onsite, 2 Year Extended (997-6764)	27
ProSupport Plus: 7x24 Technical Support, 3 Years (997-6773)	27
No Out-of-Band Systems Management (631-AACH)	27
No Resource DVD (430-XXYG)	27
Fingerprint Reader (Dual Poiting) Palmrest (346-BBFY)	27
System Documentation, English (340-ADNT)	27
Energy Star 6.0 (387-BBIL)	27
4th Gen Intel Core i5-4310U Processor (2.0 GHz, 3M Cache, Dual Core) (338-BEOS)	27
Intel Core i5-4310U Processor Base, Integrated Graphics, Express Card Reader (329-BCEI)	27

No DDPE Encryption Software (954-3465)	27
Light Sensitive Webcam and Noise Cancelling Digital Array Mic (325-BBCS)	27
Ship Material, Shuttle, Mix Model (340-AFZW)	27
Cyberlink Media Suite Essentials for Windows 8.1 without Media (658-BBTV)	27
Regulatory Label, Non-Touch (389-BCZZ)	27
No Intel Responsive (551-BBBJ)	27
Intel Core i5 Processor Label (389-BCCI)	27
15.6" HD (1366x768) Wide View Anti-Glare WLED-backlit (391-BBJD)	27
Microsoft Office Trial, MUI, OptiPlex, Precision, Latitude (630-AABP)	27
Dell Digital Delivery Cirrus Client (340-AAUC)	27
Thank you for buying Dell (421-9982)	27
Dell Data Protection Security Tools Digital Delivery/NB (422-0007)	27
SW,MY-DELL,CRRS (422-0052)	27
Latitude 15 5000 Software Drivers (551-BBBU)	27
Not Selected in this Configuration (640-BBHQ)	27
Visit www.dell.com/encryption (640-BBHR)	27
Waves Maxx Audio Royalty (658-BBNF)	27
No Anti-Virus Software (650-AAAM)	27
65W AC Adapter, 3-pin (492-BBEM)	27
CFI,Information,WIN7,VLA,ONLY,Factory Install (375-4258)	27
CFI Routing SKU (365-0257)	27
Factory Image Load, ImageDirect3 (366-0075)	27
Custom Project Fee for ESLH (366-1551)	27
CFI,Software,Image,Quick Image,Titan,Factory Install (372-9740)	27
CFI,Information,CSRouting,Eligible,Factory Install (375-3088)	27
CFI,Information,MBRBR,PART,DNR,Factory Install (376-6665)	27
CFI,Information,ID3,WIN7,64BIT,Factory Install (375-9043)	27

***Total Purchase Price:**	**$22,005.00**
Product Subtotal:	$22,005.00
Tax:	$0.00
Shipping & Handling:	$0.00
State Environmental Fee:	$0.00
Shipping Method:	LTL 5 DAY OR LESS
	(Amount denoted in $)*

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Statement of Conditions

QUOTATION

Quote #:	**711427042**
Customer #:	**1784159**
Contract #:	**42AFU**
CustomerAgreement #:	**DIR-SDD-1951**
Quote Date:	**7/15/2015**
Customer Name:	**CITY OF LUBBOCK**

Date: 7/17/2015

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

Sales Professional Information

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

GROUP: 1	**QUANTITY: 14**	**SYSTEM PRICE: $1,251.57**	**GROUP TOTAL: $17,521.98**

Description	Quantity
Dell Precision T1700 MT CTO Base (210-AAJV)	14
32GB (4x8GB) 1600MHz DDR3 Non-ECC (370-AAKU)	14
US English (QWERTY) Dell KB212-B QuietKey USB Keyboard Black (580-AADG)	14
Monitor Option-None (320-3316)	14
AMD FirePro W2100 2GB (2 DP) (1DP to SL-DVI adapter) (490-BCIU)	14
2TB 3.5inch Serial ATA (7,200 Rpm) Hard Drive (400-AALG)	14
Integrated Intel SATA Controller (403-BBCE)	14
No Media Card Reader (385-BBBL)	14
Windows 7 Label (389-BCCZ)	14
Thank you for buying Dell (421-9982)	14
Dell Data Protection System Tools Digital Delivery/DT (422-0008)	14
Dell Precision Optimizer (640-BBES)	14
Dell Data Protection | Protected Workspace (640-BBEW)	14
Visit www.dell.com/encryption (640-BBHR)	14
Not Selected in this Configuration (640-BBHS)	14
Dell Applications for Windows 7 (658-BBIH)	14
Waves Maxx Audio (658-BBNH)	14
RAID 1 (780-BBCC)	14
No Anti-Virus Software (650-AABC)	14
Windows 7 Professional,No Media, 64-bit,Fixed Precision, English (421-5607)	14
US Order (332-1286)	14
Dell Precision T1700 MT Standard 290W TPM Chassis (Thunderbolt Ready) (321-BBPB)	14
Dell USB Optical Mouse - MS111 - black (570-AAAJ)	14
No Energy Star (387-BBBE)	14
Broadcom 5722 Single Port Gigabit Ethernet PCI-Express Network Interface Card (555-BBEB)	14
Not Selected in this Configuration (817-BBBC)	14
8x Blu-Ray Writer (429-AACF)	14
Internal Speaker (520-AAAK)	14
US/Thai/Philippines Power Cord (450-AAFS)	14
Dell Backup and Recovery Manager for Windows 7 (637-AAAE)	14
Not Selected in this Configuration (817-BBBC)	14
English Shipping Docs (340-AAMJ)	14
Microsoft(R) Office Software Not Included (379-BBDB)	14
No Windows XP Mode (658-BBNQ)	14

Dell Limited Hardware Warranty Plus Service (997-2808)	14
ProSupport Plus: 7x24 Technical Support, 3 Years (997-2859)	14
ProSupport Plus: Keep Your Hard Drive, 3 Years (997-2868)	14
ProSupport Plus: Accidental Damage Service, 3 Years (997-2877)	14
ProSupport Plus: Next Business Day Onsite, 3 Years (997-6820)	14
1-Watt BIOS (340-ABMZ)	14
Raid Configuration not over 2 TB (411-XXYD)	14
No Out-of-Band Systems Management (631-AAAP)	14
Resource DVD not Included (430-XXYU)	14
No Additional Hard Drive (401-AADF)	14
No Additional Hard Drive (401-AADF)	14
No Setup and Features Guide (340-AAMH)	14
Not Selected in this Configuration (817-BBBC)	14
Intel Core I7-4790 (Quad Core HT, 3.60GHz Turbo, 8MB, w/ HD Graphics 4600) (338-BFEF)	14
No DDPE Encryption Software (954-3465)	14
C2 SATA 3.5inch, 2 Hard Drives (449-BBBC)	14
No Chassis Intrusion Switch (461-AAAR)	14
Precision T1700 MT Packaging (328-BBBP)	14
Not Selected in this Configuration (817-BBBC)	14
Cyberlink Media Suite Essentials without Media (658-BBTW)	14
2TB 3.5inch Serial ATA (7,200 Rpm) Hard Drive (401-AAAH)	14
No CompuTrace (461-AABF)	14
No PCIe add-in card (492-BBFF)	14
No Intel Rapid Start or Smart Connect (409-BBCF)	14
Intel Core I7 Processor Label (389-BBJP)	14
CFI,Software,Image,Quick Image,Titan,Factory Install (372-9740)	14
CFI Routing SKU (365-0257)	14
Factory Image Load, ImageDirect3 (366-0075)	14
Custom Project Fee for ESLH (366-1551)	14
CFI,Information,MBRBR,PART,DNR,Factory Install (376-6665)	14
CFI,Information,CSRouting,Eligible,Factory Install (375-3088)	14
CFI,Information,WIN7,VLA,ONLY,Factory Install (375-4258)	14
CFI,Information,ID3,WIN7,64BIT,Factory Install (375-9043)	14

SOFTWARE & GROUP TOTAL: $2,929.64

Product	Quantity	Unit Price	Total
Dell 20 Monitor - P2014H (320-9798)	28	$104.63	$2,929.64
3YR Limited Warranty Monitor, Advanced Exchange (986-4872)	28	$0.00	$0.00

***Total Purchase Price:**	**$20,451.62**
Product Subtotal:	$20,451.62
Tax:	$0.00
Shipping & Handling:	$0.00
State Environmental Fee:	$0.00
Shipping Method:	LTL 5 DAY OR LESS
	(Amount denoted in $)*

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QUOTATION

Quote #:	**711425160**
Customer #:	**1784159**
Contract #:	**42AFU**
CustomerAgreement #:	**DIR-SDD-1951**
Quote Date:	**7/15/2015**
Customer Name:	**CITY OF LUBBOCK**

Date: 7/17/2015

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

Sales Professional Information

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

GROUP: 1 **QUANTITY: 288** **SYSTEM PRICE: $679.00** **GROUP TOTAL: $195,552.00**

Description	Quantity
OptiPlex 3020 Small Form Factor CTO (210-ABIX)	288
8GB (2x4G) 1600MHz DDR3 Memory (370-AADC)	288
US English (QWERTY) Dell KB212-B QuietKey USB Keyboard Black (580-AAQX)	288
Display Not Included (480-ABFW)	288
Intel Integrated Graphics, Dell OptiPlex (490-BBFG)	288
No Wireless LAN Card (555-BBNI)	288
3.5 inch 500GB 7200rpm Hard Disk Drive (400-AANO)	288
Windows 8.1 (64Bit) English (619-ADTB)	288
US Order (332-1286)	288
OptiPlex 3020 Small Form Factor Chassis with Standard Power Supply V2 (321-BBLR)	288
Dell Logitech USB Optical Mouse (570-AADU)	288
No ESTAR (387-BBCG)	288
8X Slimline DVD+/-RW drive (429-AAJU)	288
Internal Dell Business Audio Speaker (520-AABP)	288
Thank You for Choosing Dell (555-BBNG)	288
System Power Cord (Philipine/TH/US) (450-AAOJ)	288
Windows 8.1 (64Bit) English Resource USB Key (620-AASO)	288
No Dell Backup and Recovery software (637-AAAM)	288
Desktop BTO Standard shipment (800-BBIO)	288
Not Selected in this Configuration (817-BBBC)	288
Safety/Environment and Regulatory Guide (English/French/Dutch) (340-AGIK)	288
Dell Limited Hardware Warranty Plus Service (803-8583)	288
ProSupport Plus: Accidental Damage Service, 3 Years (803-8774)	288
ProSupport Plus: Keep Your Hard Drive, 3 Years (803-8802)	288
ProSupport Plus: Next Business Day Onsite, 3 Years (803-8830)	288
ProSupport Plus: 7x24 Technical Support, 3 Years (803-8886)	288
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115 (997-8367)	288
Management Engine (340-AGMO)	288
Dell 20 Monitor - P2014H (480-ABMB)	288
No Diagnostic/Recovery CD media (340-ABJI)	288
No Quick Reference Guide (340-ABKW)	288

Intel Core I5-4590 (Quad Core, 3.30GHz Turbo, 6MB, w/ HD Graphics 4600) (338-BEUB)	288
No DDPE Encryption Software (954-3465)	288
Chassis Intrusion Switch (461-AAAX)	288
Small Form Factor Chassis Mainstream Heatsink (95watts) (412-AABM)	288
SHIP MTL,SYSM,OptiPlex SFF (340-ACGR)	288
No Accessories (461-AABV)	288
Cyberlink Media Suite Essentials for Windows 8.1 without Media (658-BBTV)	288
Regulatory Label OptiPlex 3020 Small Form Factor (389-BDSE)	288
Intel Core I5 Label (389-BBWP)	288
No Productivity Software,Dell OptiPlex,Precision and Latitude (421-3872)	288
Dell Digital Delivery Cirrus Client (340-AAUC)	288
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and	288
Thank you for buying Dell (421-9982)	288
Dell Data Protection System Tools Digital Delivery/DT (422-0008)	288
SW,MY-DELL,CRRS (422-0052)	288
Visit www.dell.com/encryption (632-BBBZ)	288
Thank you for buying Dell (632-BBCB)	288
Enable Low Power Mode (658-BBMQ)	288
Waves Maxx Audio (658-BBNH)	288
No Anti-Virus Software (650-AAAJ)	288
CFI,Information,MBRBR,PART,DNR,Factory Install (376-6665)	288
CFI,Information,ID3,WIN7,64BIT,Factory Install (375-9043)	288
Custom Project Fee for ESLH (366-1551)	288
CFI,Information,CSRouting,Eligible,Factory Install (375-3088)	288
CFI,Software,Image,Quick Image,Titan,Factory Install (372-9740)	288
Factory Image Load, ImageDirect3 (366-0075)	288
CFI Routing SKU (365-0257)	288
CFI,Information,WIN7,VLA,ONLY,Factory Install (375-4258)	288

***Total Purchase Price:**	**$195,552.00**
Product Subtotal:	$195,552.00
Tax:	$0.00
Shipping & Handling:	$0.00
State Environmental Fee:	$0.00
Shipping Method:	LTL 5 DAY OR LESS
	(Amount denoted in $)*

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Statement of Conditions

QUOTATION

Quote #:	**711429917**
Customer #:	**1784159**
Contract #:	**42AFU**
CustomerAgreement #:	**DIR-SDD-1951**
Quote Date:	**7/15/2015**

Date: 7/17/2015

Customer Name: **CITY OF LUBBOCK**

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy.

Sales Professional Information

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

SOFTWARE & ACCESSORIES **GROUP TOTAL: $1,748.00**

Product	Quantity	Unit Price	Total
Dell MDS14 Dual Monitor Stand, Customer Install (332-1236)	19	$92.00	$1,748.00

Total Purchase Price:	**$1,748.00**
Product Subtotal:	$1,748.00
Tax:	$0.00
Shipping & Handling:	$0.00
State Environmental Fee:	$0.00
Shipping Method:	LTL 5 DAY OR LESS

(Amount denoted in $)*

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Terms of Sale

QUOTATION

Quote #:	**711429631**
Customer #:	**1784159**
Contract #:	**42AFU**
CustomerAgreement #:	**DIR-SDD-1951**
Quote Date:	**7/15/2015**

Date: 7/17/2015

Customer Name: **CITY OF LUBBOCK**

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy.

Sales Professional Information

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

SOFTWARE & ACCESSORIES **GROUP TOTAL: $3,800.00**

Product	Quantity	Unit Price	Total
Dell Stereo USB Monitor Soundbar AC511 (318-2885)	200	$19.00	$3,800.00

Total Purchase Price:	**$3,800.00**
Product Subtotal:	$3,800.00
Tax:	$0.00
Shipping & Handling:	$0.00
State Environmental Fee:	$0.00
Shipping Method:	LTL 5 DAY OR LESS

(Amount denoted in $)*

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Statement of Conditions

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Terms of Sale

Regular City Council Meeting **6. 11.**

Meeting Date: 08/13/2015

Information

Agenda Item

Resolution - Telecommunications: Consider a resolution authorizing the Mayor to execute contract 12365 with Lubbock Radio Paging, Inc. dba Stenocall for after hours call answering services, ITB 15-12365-DGB.

Item Summary

The contract establishes pricing for after hours call answering service for Animal Services weekdays from 5:00 p.m. to 8:00 a.m. On weekends and holidays, 24 hour services will be provided. Current average calls total 1,700 per month. The following companies submitted bids. A tabulation sheet is provided. Lubbock Radio Paging, Inc dba Stenocall of Lubbock, TX and Answer Live of Lubbock, TX. Staff recommends bid award to lowest bidder, Lubbock Radio Paging, Inc. dba Stenocall of Lubbock, TX, for $0.50 per call, or $10,200 annually. The contract term is for two years with the option to renew for up to three additional one-year terms.

Fiscal Impact

$10,200 is appropriated in the Adopted FY 2014-15 Operating Budget.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution & Contract - Lubbock Radio Paging, Inc dba Stenocall - Final

Bid Tabulation

RESOLUTION

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

THAT City of Lubbock Invitation to Bid No. ITB 15-12365-DGB / Contract 12365 is awarded to Lubbock Radio Paging, Inc., d/b/a Stenocall, for after-hours answering services for Animal Services, with the option of adding additional departments, and further THAT the Mayor of the City of Lubbock is authorized and directed to execute, for and on behalf of the City of Lubbock, a contract for said activities with Lubbock Radio Paging, Inc., d/b/a Stenocall, consistent with the terms of the bid submittal attached hereto and incorporated herein, in a form acceptable to the City Attorney, and related documents.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

_____
John C. Grace, Assistant City Attorney

S:\cityatt\CCDOCS\RES Contract-Lubbock_Radio_dba_Stenocall 2015.doc

City of Lubbock, TX
Contract for Services
After-Hours Answering Services
ITB 15-12365-DGB

THIS CONTRACT, made and entered into this **13th** day of **August, 2015**, pursuant to a resolution heretofore adopted by the City of Lubbock, Texas, by and between the City of Lubbock ("City"), and **Lubbock Radio Paging, Inc. dba Stenocall** ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for After-Hours Answering Services and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City of Lubbock has heretofore adopted a resolution authorizing the acceptance of such bid, and the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said After-Hours Answering Services.

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

1. In accordance with City's specifications and Contractor's bid, copies of which specifications and bid are attached hereto and made part hereof, Contractor will deliver to the City the After-Hours Answering Services specifically referred to as **Item No. 1** and more particularly described in the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein. The City agrees to pay the Contractor according to the payment schedule attached; said payment schedule does not include any applicable sales or use tax.

3. The Contractor shall perform the work according to the procedure outlined in the specifications and Invitation to Bid attached hereto and incorporated herein. The contract shall be for a term of two years, with the option of three, one year extensions, said date of term beginning upon formal approval. All stated quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this bid and resulting contract.

4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the cancelled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

TYPE	AMOUNT
General Liability Commercial General Liability General Aggregate	$500,000
Professional Liability General Aggregate	$500,000

The City of Lubbock shall be named as additional insured on General Liability on a primary and non-contributory basis, with a waiver of subrogation in favor of the City of Lubbock on all coverages. All copies of the Certificates of Insurance shall reference the project name or bid number for which the insurance is being supplied. Copies of all endorsements are required.

The contractor will provide a Certificate of Insurance to the City as evidence of coverage. The certificate will provide 30 days notice of cancellation, and under the cancellation section, the wording "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" will be crossed out. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

If at any time during the life of the contract or any extension, the contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued

immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the contract.

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

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

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City 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.

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

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

12. This Contract consists of the following documents set forth herein; Invitation to Bid 15-12365-DGB General Conditions, Specifications, and the Bid Form.

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

CITY OF LUBBOCK

Glen C Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

CONTRACTOR

BY _____
Authorized Representative

Sales Manager
Title

1515 Ave J. Lubbock, Ty 79401
Address

APPROVED AS TO CONTENT:

Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

John Grace, Assistant City Attorney

BID FORM
After-Hours Answering Services
CITY OF LUBBOCK, TEXAS
ITB 15-12365-DGB

In compliance with the **Invitation to Bid 15-12365-DGB**, 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. The Invitation to Bid 15-12365-DGB is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

ITEM	QTY Approx.	UNIT OF MEASURE	DESCRIPTION (see bid specifications p.20)	UNIT PRICE* BID	Extended Cost
1.	1,700	Months	Cost Per Call	$.50 per call	$850.00

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0 %, net = calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVOURED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favored 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 Lubbock Radio Paging Inc. dba Stenocall corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or an individual trading as _____ of the City of Lubbock.

Firm: Lubbock Radio Paging Inc. dba Stenocall

Address: 1515 Ave J

City: Lubbock State: Tx Zip 79401

M/WBE:						
		Woman		Black American		Native American
		Hispanic American		AsianPacific American		Other (Specify) ESOP

By Brad Sandefur 6-16-15

Authorized Representative - must sign by hand Date

Officer Name and Title: Brad Sandefur Sales Manager

Please Print

Business Telephone Number 806-762-0811 806-766-2409 Fax: 806-766-2478

E-Mail Address: brads@stenocall.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.

SPECIFICATIONS
After-Hours Answering Services
CITY OF LUBBOCK, TEXAS
ITB 15-12365-DGB

1. The City of Lubbock is seeking after-hour call answering services for City of Lubbock departments.

    A. Currently the Animal Services department is the only department to have calls sent for delivery.

    B. The City has the right to add other departments as needed during the term of the contract.

2. Times need for call answering are:

    A. Weekdays – 5:00 p.m. to 8:00 a.m.

    B. Weekends and Holidays – 24 hours a day

3. Calls Scope:

    A. Average monthly call intake total 1,700 calls.

    B. When calls are answered, the call taker will contact the appropriate City of Lubbock operating department to respond to citizen requests.

    C. No long distance or patch calls will be allowed.

    D. Calls will vary in length. Current average calls range up to three minutes depending on the call.

4. Vendor will:

    A. Provide staffing levels available to answer after-hours calls for the City of Lubbock.

    B. Provide ability to answer bilingual calls.

    C. Establish a redundancy plan to insure that minimal interruption of service occurs in the case of equipment failure, natural disasters, or other catastrophic events.

    D. Maintain multiple transmitter sights as well as generator battery backup.

    E. Provide to the City of Lubbock weekly and monthly call count management reports.

    F. Provide cost rate based on per call unit price.

City of Lubbock, TX
After Hours Answering Services
Bid Tabulation
August 13, 2015

ITB 15-12365-DGB
After Hours Answering Services

Item	Qty	U/M	Description/Vendor	Location	Cost Per Call	Monthly Cost	Annual Cost
1	1,700	Each	Answering Services				
			Lubbock Radio Paging, Inc dba Stenocall	**Lubbock, TX**	**0.5**	**850**	**10,200**
			Answerlive, LLC	Lubbock, TX	0.71	1207	14,484
			No Bid				
			Personalized Communications	Duncanville, TX			

City of Lubbock, TX
After Hours Answering Services
Bid Tabulation
August 13, 2015

ITB 15-12365-DGB
After Hours Answering Services

Item	Qty	U/M	Description/Vendor	Location	Cost Per Call	Monthly Cost	Annual Cost
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			Answerlive, LLC	Lubbock, TX	0.71	1207	14,484
			No Bid				
			Personalized Communications	Duncanville, TX			

Regular City Council Meeting **6. 12.**

Meeting Date: 08/13/2015

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute purchase order contract 23103313 with Freightliner of Austin for a high velocity combination hydro-cleaner and positive displacement pump vacuum unit (Vac Con) for Wastewater Collection.

Item Summary

The contract is for the purchase of a high velocity combination hydro-cleaner and positive displacement pump vacuum unit for Wastewater Collection. The vehicle replaces a 2006 STERLING LT8500 VAC-CON. This piece of equipment is used daily in performing routine sewer line maintenance by flushing and cleaning out both customer line requests and issues, but it is also used throughout in the City sewer system. The $327,428 purchase from Freightliner of Austin, Texas is made through BuyBoard Contract 430-13.

Fiscal Impact

Funding is available in the FY 2014-15 Master Lease Program.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Purchase Order - Freightliner of Austin

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. 23103313 for the Texas BuyBoard Contract #430-13, for the purchase of a Vac-Con Truck, specification number 726PD-646 for the fleet services department, by and between the City of Lubbock and Freightliner of Austin, of Austin, Texas, and related documents. Said Purchase Order is attached hereto and incorporated into this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

_____
Laura Pratt, Assistant City Attorney

RES.Freightliner of Austin PO 7.15.15
7.15.15

City of Lubbock TEXAS **PURCHASE ORDER**

Page - 1
Date - 07/14/2015
Order Number 23103313 000 OP
Branch/Plant 6413

TO: FREIGHTLINER OF AUSTIN
1701 SMITH RD
AUSTIN Texas 78721

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
204 MUNICIPAL DRIVE
LUBBOCK Texas 79404

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

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 07/14/2015 Freight
Requested 11/13/2015 Taken By S SUMMERS
Delivery PER M PENA REQ #45121 BUYBOARD CONTRACT #430-13

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Vac-Con Truck Spec 726PD-646	1.000	327,428.0000	EA	327,428.00	11/13/2015

CC 6413

Total Order 327,428.00

Terms NET 30

This purchase order encumbers funds in the amount of $327,428 awarded Freightliner of Austin of Austin, TX on August 13, 2015. The following is incorporated into and made part of this purchase order by reference BuyBoard Contract 430-13 dated July 5, 2015 Freightliner of Austin of Austin, TX. Resolution #_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)
Austin, Texas 78721
Bus: 512-389-0000
FAX: 512-389-2663
Wats: 1-800-395-2005

7/5/2015

INV.

PURCHASING NAME			TELEPHONE
CITY OF LUBBOCK			806-775-2167
ADDRESS	CITY	STATE	ZIP CODE
206 MUNICIPAL DRIVE	LUBBOCK	TX	

I/We Hereby Purchase from You, Under the Terms and Conditions Specified, the Following:

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
2016	FREIGHTLINER	114SD	ORDER	

A documentary fee is not an official fee, a documentary fee is not required by law but may be charged to buyers for handling documents and performing services relating to the the closing of a sale. Buyers may avoid payment of the fee to the seller by handling the documents and performing the services relating to the closing of the sale. A documentary fee may not exceed $50.00. This notice is required by law.

El cobro documental no es un cobro oficial. El cobro documental no es un requisito bajo la ley, pero se le puede cobrar. Al comprador por el rendimiento de los servicios relacionados con la completacion de la venta y por completar los documentos. El comprador puede evitar el pago al vendedor de este costo si el comprador mismo se encarga de mandejar los documentos y de los servicios necesarios para la completacion de la venta. El cobro documental no puede sobrepasar los $50.00 (U.S.) Este aviso es requerido bajo la ley.

Disclaimer of Warranties

Any warranties on the products sold hereby are those made by the factory. The Seller, *Freightliner of Austin*, hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and *Freightliner of Austin, neither* assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.

MILEAGE:		
	BUY BOARD CONTRACT #430-13	
	2016 VACCON VPD3690LHA-1000	
	2016 Freightliner 114SD 4X2 43,000GVW	
	SELLING PRICE	$ 327,028.00
	BUY BOARD FEE	$ 400.00
	PER ATTACHED SPECS	

CUSTOMER SIGNATURE

SALESMAN SIGNATURE KEVIN KRIEG

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrieds any contrary provisions in the contract of sale.

MILEAGE: TRADE-IN

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE

MILEAGE: TRADE-IN

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE

		TOTAL	$ 327,428.00
PAYOFF TO:		Trade Allowance	N/A
ADDRESS:		Trading Difference	N/A
TELEPHONE: / FAX:		Sales Tax	N/A
GOOD UNTIL:		Vehicle Inventory Tax	N/A
QUOTED BY:		License Fee	N/A
SHOW LIEN TO:	Body Type:	Documentary Fee	N/A
ADDRESS:	License Wt.:	Federal Excise Tax	N/A
	State Insp.:	TOTAL SALE PRICE	$ 327,428.00
DATED: LIEN AMOUNT $	License:	Payoff on Trade	
DRAFT FOR $	Title:	Ext. Service Agreement	
DRAFT THRU:	Transfer:	Less Deposit	
ADDRESS:		Total Balance Due	$ 327,428.00

Full disclosure required by federal regulation "Z", The Consumer Protection Act and The Texas Consumer Credit Code, will be made prior to consummation of a credit sale. This written order comprises the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever, will be recognized. It is expressly agreed that the purchaser acquires no right, title or interest in or to the property which he agrees to purchase hereunder until such property is delivered to him/her and either the full price is paid in cash or satisfactory deferred payment agreement is executed by the parties hereto, the terms of which shall thereafter be controlling, and a clear title is furnished to dealer for the used cars or trucks involved, if any. THIS IS NOT A CONDITIONAL SALES CONTRACT, BUT IS A BUYER'S ORDER. All new vehicles carry the standard factory warranty. It is understood there is no guarantee on the above described new or used vehicle other than appears on this Buyer's Order. Mileage. If used vehicle model is not guaranteed and a verbal agreement by the Salesman will not be considered binding on the Seller. It is agreed that neither Freightliner of Austin nor the manufacturer will be

06-19-2015
07-06-2015

PAGE 1 OF 16
DATED: 3-17-14

Department/Cost Center requesting vehicle/equipment: Public Works W. W. C. 6413
Spec Content Reviewed & Approved by
Department Head Authorizing Release of Spec:
Date: June 9, 2015

Austin Freightliner / Vac-Con

CITY OF LUBBOCK
MINIMUM SPECIFICATIONS
HIGH VELOCITY COMBINATION
HYDRO – CLEANER AND POSITIVE DISPLACEMENT PUMP VACUUM UNIT - 43,000 LB CAB AND CHASSIS
SPEC # 726PD-646

Vac-Con VPD3690LHA

YEAR 2016 MAKE Freightliner MODEL SD114 - Vac-Con

IT IS THE INTENT OF THIS SPECIFICATION, REFERENCED DOCUMENTS, REQUIREMENTS AND CONDITIONS SECTIONS TO DESCRIBE MINIMUM PERFORMANCE REQUIREMENTS. THE VEHICLE OR PRODUCT MUST MEET OR EXCEED THE PERFORMANCE OR CONSTRUCTION DESCRIBED HEREIN. THE VENDOR SHALL BE REQUIRED TO MARK COMPLIANCE OR NON-COMPLIANCE TO EACH ITEM DESCRIPTION IN THE SPACE PROVIDED. ALL EQUIPMENT FURNISHED AS STANDARD TO THE GENERAL PUBLIC ON THE PRODUCT BY THE MANUFACTURER SHALL BE INCLUDED, EVEN WHEN NOT SPECIFICALLY IDENTIFIED IN THIS SPECIFICATION. ANY DEVIATIONS FROM THE WRITTEN SPECIFICATION WITH DATE AS SHOWN IN THE INVITATION TO BID (ITB) SHALL BE NOTED ON THE ATTACHED EXCEPTIONS TO THE SPECIFICATION. IN ORDER TO RECEIVE FULL CONSIDERATION, ITB RESPONSE QUOTATION MUST FOLLOW THIS SPECIFICATION AND THE INVITATION TO BID'S TERMS AND CONDITIONS.

VENDOR NAME: Austin Freightliner-Buyboard PHONE: 512-359-0000

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES	NO
	GENERAL	THE MACHINE IS TO BE USED FOR REMOVING SAND, STONES, BOTTLES, CANS, GREASE, SLUDGE, AND OTHER DEBRIS FROM THE SANITARY SEWER AND OR STORM DRAIN LINES BY FLUSHING ACTION OF HIGH PRESSURE WATER. THE UNIT SHALL INCLUDE A POSITIVE DISPLACEMENT (VACUUM) BLOWER AND A HYDRAULICALLY DRIVEN HIGH PRESSURE WATER PUMP. THE SYSTEM SHALL BE EQUIPPED WITH A SELF-CONTAINED WATER SUPPLY AS THE WATER SOURCE FOR THE HIGH PRESSURE PUMP. THE WATER SUPPLY AND DEBRIS BODY WILL NOT BE AT FULL COPACITY AT THE SAME TIME WHILE TRANSPORTING SOLIDS. THE WATER RESERVOIR WILL ONLY BE AT FULL CAPACITY WHEN PERFORMING MAINTENANCE.	✓	
1.	DEBRIS BODY DESIGN	THE DEBRIS BODY SHALL BE CONSTRUCTED OF A MINIMUM 3/16" CORROSION AND ABRASION RESISTANT STEEL WITH A MINIMUM YIELD STRENGTH OF 50,000 PSI AND A MINIMUM TENSILE STRENGTH OF 70,000 PSI.	✓	
		THE DEBRIS BODY SHALL HAVE A FULL SIZE REAR DOOR THAT IS HINGED AT THE TOP AND IS EQUIPPED WITH REPLACEABLE NEOPRENE TYPE SEALS TO PREVENT LEAKAGE. THE BODY SHALL BE EQUIPPED WITH A LOAD LEVEL ON BOTH THE DRIVER AND PASSENGER SIDE OF THE TANK, TO SHOW WHEN THE BODY IS LOADED TO CAPACITY. THE REAR DOOR SHALL BE EQUIPPED WITH A DRAIN HOSE TO ALLOW THE OPERATOR TO DRAIN OFF EXCESS LIQUID WHILE RETAINING SOLIDS. THE DEBRIS BODY SHALL HAVE A CERTIFIED USABLE LIQUID CAPACITY OF 9 CUBIC YARDS AND 1818 GALLONS.	FLAT INDUSTRIAL ✓	

CITY OF LUBBOCK
MINIMUM SPECIFICATIONS
HYDRO – CLEANER AND A POSITIVE DISPLACEMENT PUMP
VACUUM UNIT AND 43,000 CAB & CHASSIS
SPEC # 726PD-646

NO	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES	NO
		CAPACITY IN GALLONS IS BASED ON THE FORMULA 202 GALLONS EQUALS ONE (1) CUBIC YARD.	✓ 1800gal.	
1.1.	TRASH PUMP	A TRASH PUMP SHALL BE SUPPLIED THAT UTILIZES 2 1/2" PVC OR BRASS PLUMBING FROM THE CENTRIFUGAL OR SUBMERSIBLE PUMP OUTLET ON THE FRONT SIDE OF THE DEBRIS BODY. THE TRASH PUMP PLUMBING SHALL BE HARD PIPED TO THE FRONT CURBSIDE OF THE CHASSIS TO ALLOW DRAINING INTO THE SAME MANHOLE THE OPERATOR IS WORKING IN. IT SHALL INCLUDE A SHUTOFF VALVE WITH 10' X 2 1/2" DRAIN HOSE AND STORAGE AT THE FRONT WORK STATION.	200GPM ✓	
1.2.	DUMP CONTROLS	FOR SAFETY, ALL DUMP CONTROLS AND ACCESSORIES SHALL BE LOCATED ON THE PASSENGER'S SIDE OF CAB. THE CONTROL ARE TO BE LOCATED DIRECTLY BEHIND THE CAB OF THE TRUCK IN A LOCATION THAT PROTECTS THE DRIVER IN EVENT THE LIFT CYLINDER FAILS, CAUSING THE BODY TO SUDDENLY FALL BACK ONTO THE CHASSIS.	✓	
1.2.2	PIPE STORAGE	A. LAZY SUSAN PIPE RACK THAT HOLDS 5 PIPES	✓	
		B. PIPE STORAGE RACK BETWEEN CAB AND TOOL BOX THAT HOLDS 2 TO 3 PIPES.	✓	
1.3	DEBRIS BODY MOUNTING	THE DEBRIS BODY IS TO BE MOUNTED ON AN INDEPENDENT FRAME THAT IS SEPARATE FROM THE CHASSIS FRAME. THE DEBRIS BODY IS TO BE MOUNTED IN SUCH A WAY AS TO ALLOW FLEXING WITHOUT DAMAGE TO EITHER THE DEBRIS BODY OR CHASSIS FRAME.	✓	
1.4	AIR INLETS	TO ACHIEVE THE BEST POSSIBLE MATERIAL SEPARATION AND MINIMIZE MATERIAL BEING DISCHARGED INTO THE ATMOSPHERE, THE AIR CONVEYANCE SYSTEM SHALL DRAW AIR FROM TWO SEPARATE PORTS IN THE DEBRIS BODY.	✓	
1.5	FLOATS	DUAL STEEL BALL FLOATS, CAGE AND SCREEN SHALL BE LOCATED IN EACH OUTLET TO THE VACUUM SOURCE TO AUTOMATICALLY STOP THE AIRFLOW TO PREVENT CARRY-OVER INTO THE ATMOSPHERE WHEN THE DEBRIS BODY BECOMES FULLY LOADED. SWITCH WHEN THE DEBRIS BODY BECOMES FULLY LOADED.	Dual Screen w/ Auto Vacuum Breaker & Float Ball ✓	

CITY OF LUBBOCK
MINIMUM SPECIFICATIONS
HYDRO – CLEANER AND A POSITIVE DISPLACEMENT PUMP
VACUUM UNIT AND 43,000 CAB & CHASSIS
SPEC # 726PD-646

NO ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES	NO
I.6 STRAINER	A STAINLESS STEEL MICRO-STRAINER (30 MICRONS) SHALL BE SUPPLIED. THE STRAINER SHALL BE LOCATED BEFORE THE BLOWER INLET. THE STAINLESS STEEL MICRO-STRAINER SHALL BE CONTAINED WITHIN ITS OWN HOUSING. THE STRAINER SHALL FILTER AIR AS IT IS DRAWN INTO THE BLOWER. THE STRAINER HOUSING SHALL HAVE A REMOVABLE TOP FOR SCREEN REMOVAL DURING MAINTENANCE AND SHALL COME WITH A DRAIN PORT IN THE BOTTOM.	NON-SERVICEABLE NO-MAINTENANCE VACUUM SEPARATOR SCREEN-CYCLONIC ✓	
	A TAPERED CONE CYCLONE CENTRIFUGAL SEPARATOR SHALL BE MOUNTED IN LINE BETWEEN THE DEBRIS BODY AND THE VACUUM SYSTEM. IT SHALL BE USED TO AID IN THE PROCESS OF DUST SEPARATION AND TO PREVENT INGESTION OF 50 MICRON OR LARGER PARTICULATE INTO VACUUM PUMP COMPRESSOR. A DUST BOX WITH AN ACCESS DOOR FOR CLEAN OUT OF THE SEPARATOR SHALL BE PROVIDED.	✓	
I.7 VACUUM RELIEF VALVE	AN ELECTRICALLY ACTIVATED, HYDAULICALLY OPERATED, 4" BUTTERFLY VALVE SHALL BE LOCATED BEFORE THE BLOWER INLET. THE VALVE MUST HAVE THE ABILITY TO AT ANY RPM TO TURN THE VACUUM OFF IN THE EVENT IT BECOMES NECESSARY TO DO SO. THE OPERATION OF THE VALVE SHALL NOT CAUSE DAMAGE TO ANY COMPONENT OF THE VEHICLE AND SHALL BE CAPABLE OF OPERATION WITHOUT THE OPERATOR STANDING IN THE PATH OF THE RELEASEED PRESSURE.	✓	
I.8 FLUSH-OUT NOZZLES	A FLUSH OUT NOZZLE WITH EIGHT (8) TUNGSTEN TIPPED NOZZLES SHALL BE MOUNTED AT THE FRONT INTERIOR OF DEBRIS BODY, AND SHALL BE SIZED TO UTILIZE THE UNITS WATER PUMP SYSTEM AT FULL CAPACITY TO SCOUR THE DEBRIS BODY. THE CONTROL VALVE SHALL BE LOCATED AT THE REAR CURBSIDE OF THE MACHINE.	✓	
I.8.1 RECIRCULATION	THE TANK SHALL BE FURNISHED WITH A RECIRCULATION DESIGN FOR OPERATION IN EXTREME COLD CONDITIONS.	✓	
I.9 DECANTING SYSTEM	DEBRIS BODY MUST BE EQUIPPED WITH A DECANT SYSTEM, WITH A THREE (3) INCH CENTRIFUGAL OR SUBMERSIBLE PUMP CAPABLE OF PASSING THREE (3) INCH SOLIDS. THE PUMP		

CITY OF LUBBOCK
MINIMUM SPECIFICATIONS
HYDRO – CLEANER AND A POSITIVE DISPLACEMENT PUMP
VACUUM UNIT AND 43,000 CAB & CHASSIS
SPEC # 726PD-646

NO	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES	NO
		LOCATION MUST ALLOW FRONT DECANTING. THE DECANT SYSTEM MUST BE HARD PIPED FROM THE PUMP TO THE FRONT BUMPER OF THE CAB AND CHASSIS. THE DECANTING SYSTEM AS DESCRIBE ABOVE MUST ALLOW SIMULTANEOUS VACUUM AND DECANTING OPERATION AND BE RATED AT 400 GPM AND OPERATED BY THE TRUCK HYDRAULICS.	✓	
		6" I.D. BUTTERFLY VALVE LOCATED ON REAR DOOR FOR WATER DECANTING SHALL BE PROVIDED. THE SHUTOFF VALVE IS TO BE LOCATED ON RIGHT SIDE OF THE REAR DEBRIS BODY. A SINGLE FILTRATION SCREEN SHALL PREVENT LARGE DEBRIS FROM ENTERING THE DRAIN PIPE. THE DECANTING SYSTEM SHALL INCLUDES 10 FEET OF LAY FLAT DRAIN HOSE STORAGE FOR THE HOSE.	✓	
1.9 1.	REAR DOOR SHIELD	A SHIELD SHALL BE MOUNTED AROUND THE OUTER CIRCUMFERENCE OF THE REAR DOOR TO DIRECT LIQUID OR DEBRIS AWAY FROM THE DEBRIS BODY REAR DOOR. THE SHIELD SHALL BE CONSTRUCTED OF HIGH TENSILE 1/2-INCH STEEL IT SHALL BE BOLTED TO THE OUTSIDE DIAMETER ON THE REAR FLANGE OF THE DEBRIS BODY.	✓	
1.10.	DEBRIS BODY CAPACITY	THE DEBRIS BODY SHALL BE ROUND FOR MAXIMUM STRENGTH AND HAVE A MINIMUM USABLE LIQUID CAPACITY OF 9 CUBIC YARDS OR 1818 VOLUMETRIC GALLONS.	✓	
1.11	REAR DOOR LOCKING	THE REAR DOOR LOCKING MECHANISM SHALL BE A FOUR (4) ROD AND RECEIVER BLOCK TYPE CAM SEQUENTIAL DOOR LOCKING SYSTEM. THE MECHANISM SHALL BE OPERATED BY A HYDRAULIC CYLINDER THAT IS SUPPLIED WITH THE SYSTEM. THE REAR DOOR OPEN/CLOSE CYLINDERS SHALL BE MOUNTED ON TOP OF THE DEBRIS BODY. THE SYSTEM SHALL BE CAPABLE OF HYDRAULICALLY OPENING UP TO 50° FROM A FULLY CLOSED POSITION. THE REAR DOOR SHALL INCLUDE A MOUNTED REAR DOOR SAFETY PROP AND CURBSIDE CONTROLS.	✓	
2.0	LUBE MANIFOLD	A LUBE MANIFOLD SHALL BE LOCATED AT THE CURBSIDE OF UNIT. THE MANIFOLD SHALL ALLOW GROUND LEVEL GREASING OF THE BOOM LIFT AND SWING CYLINDERS, FLOAT LEVEL INDICATORS, TOP REAR DOOR HINGES AND DEBRIS BODY HOIST CYLINDER PINS. THE MANIFOLD LOCATION CAN VARY BASED ON	✓	

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NO	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES	NO
		CHASSIS, UNIT CONFIGURATIONS AND OPTIONAL CONTENT.	✓	
3. 0	WATER TANKS	WATER TANKS MUST HAVE A CERTIFIED CAPACITY OF 1000 GALLONS	✓	
3.1.1	CAPACITY	THE 1000 GALLONS CAPACITY SHALL BE ACHIEVED VIA SINGLE OR MULTIPLE BUFFERED TANK (S) OR MULTIPLE CYLINDRICAL BUFFERED CELLS	✓	
3.1.2	INTERNAL COATING	THE ALUMINUM AND OR POLYETHYLENE WATER CELLS SHALL NOT REQUIRE INTERNAL COATINGS AND SHALL BE EASILY REPAIRED OR PATCHED IF REQUIRED.	✓	
		THE TANK OR TANKS MUST HAVE A 10-YEAR WARRANTY THAT PROTECTS AGAINST DEFECTS IN WORKMANSHIP AND CORROSION CAUSED BY WATER, SUNLIGHT AND VARIABLE WEATHER CONDITION	✓	
3.1.3	WATER TANK CELLS	THE CELLS SHALL BE HUNG VIA RUBBER LINE "J" STRAPS WHICH ALLOW THE CELLS TO BE EASILY REMOVED FROM THE UNIT IF REQUIRED.	✓	
		THE WATER TANKS SHALL BE LOCATED DIRECTLY BEHIND THE CAB OF THE TRUCK AND ENDING AT THE VERY REAR OF THE UNIT AND PROVIDES THE BEST POSSIBLE WEIGHT DISTRIBUTION. TANK OR TANKS SHALL CONTAIN SUFFICIENT BRACING AND SUPPORTS TO NOT BEND OR WARP WHEN TANK OR TANKS ARE FULLY LOADED AND DRIVEN AT HIGHWAY SPEEDS AND WHEN DRIVEN OFF-ROAD.	✓	
3.1.4	WATER TANK SYSTEM	THE WATER TANKS SHALL BE ADEQUATELY VENTED AND CONNECTED TO PROVIDE COMPLETE FILLING. A MINIMUM 6" AND 4" CONNECTION BETWEEN TANKS SHALL BE PROVIDED.	✓	
3.1 5	TANK SEPARATION	THE WATER TANKS SHALL BE SEPARATE FROM THE DEBRIS TANKS AND PROVIDE NO STRUCTURAL SUPPORT.	✓	
3.1.6	TANK POSITION	ALL WATER CELLS SHALL BE POSITIONED AT OR BELOW THE FRAME OF THE UNIT, THUS PROVIDING THE BEST POSSIBLE AND LOWEST AVAILABLE CENTER OF GRAVITY.	✓	

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NO ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES	NO
3.1.7 TANK COMMON WALL	THE WATER TANKS SHALL SHARE NO COMMON WALLS WITH DEBRIS TANK IN ORDER TO PREVENT CORROSION.	✓	
3.1.8 WATER FILTER	THE WATER TANKS SHALL COME EQUIPPED WITH A 1 1/2" Y-PATTERNED FILTER WITH AN 80 MESH STAINLESS STEEL STRAINER TO FILTER THE WATER BEFORE IT ENTERS THE WATER TANK.	✓	
	AN AIR GAP IN WATER FILL SYSTEM SHALL BE SUPPLIED AND SHALL INCLUDE A Y-STRAINER, 1 1/2" X 25' FIRE HYDRANT FILL HOSE AND A HOSE STORAGE SYSTEM WITH A MINIMUM 4 INCH AIR GAP ANTI-SIPHON DEVICE	✓	
3.1.9 WATER PURGE	AN AIR PURGE SYSTEM SHALL BE SUPPLIED. THE SYSTEM SHALL AID IN THE PURGING OF WATER LINES AND WATER PUMP FOR COLD WEATHER STORAGE. THIS SYSTEM SHALL UTILIZE THE CHASSIS AIR COMPRESSOR TO FILL INDEPENDENT AIR RESERVOIRS. THE AIR PURGE SHALL COME COMPLETE WITH PLUMBING, VALVES AND AIR PRESSURE GAUGE. PRESSURE PROTECTION VALVES SHALL ISOLATE THE HOLDING TANK AND THE CHASSIS COMPRESSOR. THE AIR PURGE SYSTEM SHALL COMPLETELY PURGE THE RESIDUAL WATER FROM THE WATER SYSTEM.	✓	
3.1.10 LOW WATER LEVEL	A LOW WATER LEVEL ALARM ELECTRICALLY ACTIVATED, FLOAT DEVICE SHALL BE LOCATED IN THE WATER TANK. WHEN LOW WATER LEVEL CONDITION EXISTS, THE FLOAT SHALL SIGNAL A WARNING LIGHT AND ACTIVATE AN AUDIBLE ALARM LOCATED AT THE OPERATOR'S STATION. A MANUAL BY-PASS SWITCH, LOCATED AT THE OPERATOR'S STATION, SHALL BE SUPPLIED TO DE-ACTIVATE THE SYSTEM.	✓	
4.0 VACUUM SYSTEM DRIVE	BLOWER SHALL BE DRIVEN BY THE CHASSIS ENGINE OPERATE IN NEUTRAL.	✓	
4.1 VACUUM SYSTEM	THE VACUUM SYSTEM SHALL BE PROVIDED WITH A POSITIVE DISPLACEMENT ROTARY LOBE BLOWER CAPABLE OF A MINIMUM 3600 CFM INLET VOLUME AND A MINIMUM 16" HG. AND A RELIEF VALVE FOR ADDED PROTECTION TO VACUUM SYSTEM VALVE SHALL BE INCORPORATED INTO THE DESIGN.	✓	
4.2 BLOWER FILTRATION	MANUFACTURER'S STANDARD	✓	

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NO ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES	NO
4.3 VACUUM DEPTH	THE UNIT SHALL HAVE THE ABILITY TO VACUUM TO DEPTHS OF 75 FEET.	✓	
4.4 BLOWER	A POSITIVE DISPLACEMENT ROTARY TYPE BLOWER RATED AT 3600 CFM. THE BLOWER SHALL PROVIDE 3600 CUBIC FEET PER MINUTE (CFM) OF VACUUM. AT 1800 RPM AND 0" HG, 3600 CFM SHALL BE PROVIDE. AT 1800 RPM AND 16" HG, THE BLOWER SHALL PROVIDE 3150 CFM OF VACUUM. A CLEAN OUT FILTRATION SYSTEM SHALL BE LOCATED BEFORE THE BLOWER INLET TO RESTRICT INGESTION OF PARTICULATE INTO THE BLOWER. TWO VACUUM RELIEF VALVES SHALL BE SUPPLIED. THE BLOWER SHALL HAVE A HORIZONTAL MOUNTED, HEAVY-DUTY MUFFLER TO RESTRICT NOISE. THE CHASSIS ENGINE SHALL DRIVE THE POSITIVE DISPLACEMENT BLOWER HYDROSTATIC PUMP DRIVE SYSTEM	✓	
5.0 BOOM	SHALL BE DESIGNED FOR FRONT END OPERATION WITH HOSE MOUNTED AND STORED AT FRONT OF WORK STATION. FRONT MOUNT HOSE IS REQUIRED FOR EASE OF POSITIONING HOSE AND REDUCES THE NEED FOR THE OPERATOR TO SWING THE HOSE INTO TRAFFIC.	✓	
5.1.1 BOOM CONNECTIONS	ALL CONNECTIONS BETWEEN THE DEBRIS BODY AND VACUUM SYSTEM SHALL BE THE SELF-ADJUSTING AND PRESSURE FITTING TYPE.	✓	
5.1.2 BOOM SWING/LIFT	THE LIFT AND SWING MOVEMENTS SHALL BE ACCOMPLISHED BY CYLINDER ACTUATED MEANS. THE BOOM MUST HYDRAULICALLY ROTATE 230 DEGREES FROM CENTER LINE OF THE VEHICLE	✓	
5.1.3 BOOM DRIVE	THE BOOM SHALL BE A 6-WAY HYDRAULICALLY DRIVEN BOOM THAT PROVIDES THE UP/DOWN/LEFT/RIGHT/EXTEND/RETRACT OPERATIONS OF THE BOOM.	✓	
	THE OPERATION OF THE BOOM AND VACUUM SYSTEM SHALL BE FROM THE FRONT OF THE VEHICLE WITH CONTROLS LOCATED IN THE ELECTRICAL BOX ON THE HOSE REEL	✓	
5.1.4 PENDANT CONTROLS	THE BOOM PENDANT CONTROL SHALL COME EQUIPPED WITH CONTROL SWITCHES FOR OPERATING THE BOOM IN ALL DIRECTIONS. THE PENDENT MUST HAVE AN EMERGENCY SHUTDOWN BUTTON THAT AUTOMATICALLY ELIMINATES POWER TO THE BOOM.	✓	

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NO ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES	NO
5.1.5 CAB PROTECTION	A CAB PROTECTION DEVICE, INDEPENDENT OF CAB SHALL PROTECT THE CAB FROM THE BOOM.	✓	
5.1.6 HOSE CONNECTIONS	ALL HOSE AND TUBES SHALL BE 8" I.D. AND SHALL REMAIN STATIONARY AND NOT RAISE WITH THE DEBRIS BODY IN ORDER TO MINIMIZE THE POSSIBILITY OF RUNNING VACUUM HOSE INTO POWER LINES AND LOW HANGING BRANCHES. THE UPPER DEBRIS TUBE SHALL CONSIST OF AN ANCHORED STEEL TUBE FOR ADDITIONAL LIFE.	Hydraulic STOPS ✓	
5.1.7 PIPE EXTENSIONS	PIPE EXTENSIONS SHALL BE INCLUDED TO ALLOW OPERATOR TO CLEAN TO DEPTHS OF 30'. THIS SHALL INCLUDE A 6'6" CATCH BASIN NOZZLE WITH A STEEL REINFORCED TIP. PIPE SHOULD INCLUDE SUFFICIENT ADJUSTABLE HOOK BOLT END, QUICK CLAMPS TO JOIN THE ALUMINUM FLANGED SUCTION PIPE.	✓	
5.1.8 TRANSPORT CRADLE	A BOOM TRANSPORT CRADLE SHALL BE SUPPLIED	✓	
5.1.9 TELESCOPING BOOM	A 10 FEET ALUMINUM TELESCOPING BOOM SHALL BE SUPPLIED. THE 8' EXTENSION SHALL PROVIDE A MINIMUM OF 474 SQUARE FEET OF ADDITIONAL COVERAGE. THE BOOM SHALL ROTATE A MINIMUM OF 180 DEGREES AND PROVIDE 277" MINIMUM REACH OFF THE CENTER LINE OF THE UNIT. THE BOOM SHALL EXTEND AND RETRACT A MINIMUM OF 8' AND SHALL BE LOCATED AT THE FRONT WORK STATION IN ITS RETRACTED POSITION. THE BOOM SHALL INCLUDE A TRUE TELESCOPING SUCTION TUBE THAT SHALL EXTEND AND RETRACT WITHOUT AFFECTING THE STEEL ELBOW OR LOWER DEBRIS HOSE VERTICAL POSITION.	✓	
5.1.10 JOYSTICK	THE JOYSTICK SHALL BE MOUNTEDIN THE ELECTRICAL BOX O THE HOSE REEL. IT SHALL OPERATE ARTICULATION OF THE HOSE REEL (IN/OUT), OUTRIGGER LEG (UP DOWN), INCREASE/DECREASE CHSSIS RPM, START/STOP AUXILIARY ENGINE, INCREASE DECREASE AUXILARY ENGINE RPM, ACTIVATE HOSE REEL, HOSE REEL SPEED, PAYOUT RETRIEVE HOSE REEL, BOOM UP/DOWN, CURBSIDE/DRIVERSIDE, AND EXTEND RETRACT. OMNIBUS -2 ELECTRONIC CONTROLLER SYSTEM COLOR MONITOR OR APPROVED EQUAL BY THE CITY OF LUBBOCK.	✓	

6.0 HYDRO-CLEANER WATER PUMP

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NO	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES	NO
		THE WATER PUMP MUST BE CAPABLE OF DELIVERING 65 GALLONS OF WATER PER MINUTE AT 2000 PSI, CAPABLE OF RUNNING DRY WITHOUT DAMAGE. MUST BE A GIANT OR APPROVED EQUAL BY THE CITY OF LUBBOCK	GIANT ✓	
6.1	HANDGUN SYSTEM	A QUICK DISCONNECT COUPLING SHALL BE FURNISHED WITH HOSE AND PISTOL GRIP NOZZLE. THE HOSE SHALL BE CAPABLE OF DELIVERING WATER TO THE AREA SERVED BY THE CATCH BASIN INTAKE NOZZLE AND TO THE INSIDE OF THE DEBRIS BODY. MAX 800 PSI.	✓	
6.2	HANDGUN CONNECTIONS	HANDGUN SYSTEM SHALL INCLUDE A CONNECTION THAT ALLOWS THE OPERATOR TO DELIVER WATER TO THE AREA SERVED BY PICK-UP HOSE AND TO THE INSIDE OF THE DEBRIS BODY FOR CLEAN OUT. THE HANDGUN SHOULD ALLOW FOR CHANGING OF THE FLOW PATTERN FROM A FINE MIST TO A STEADY STREAM	✓	
6.3	QUICK DISCONNECT	QUICK DISCONNECT COUPLERS SHALL BE SUPPLIED AT THE FRONT AND REAR OF THE MACHINE.	✓	
7.0	ELECTRICAL SYSTEM	THE ENTIRE ELECTRICAL SYSTEM SHALL BE VAPOR SEALED TO ELIMINATE MOISTURE DAMAGE TO NEMA 4 (NATIONAL ELECTRICAL MFG. ASSOC.) STANDARDS.	✓	
7.1	ELECTRICAL WIRES	ALL ELECTRICAL CONNECTIONS SHALL REQUIRE NO EXPOSED WIRES OR TERMINALS	✓	
7.2	BULBS AND LIGHTS	ALL LIGHT BULBS SHALL BE SHOCK MOUNTED LED WHERE APPLICABLE TO ELIMINATE BULB FAILURE.	✓	
7.3	COLOR CODED WIRING	ALL WIRING SHALL BE COLOR CODED AND RUN IN SEALED TERMINAL BOXES.	✓	
8.0	HYDRAULIC SYSTEM	THE HYDRAULIC RESERVOIR SHALL HAVE A MINIMUM 55 GALLON CAPACITY	✓	
8.1	HYDRAULIC TANK	THE TANK SHALL BE OF THE MODULAR COMPONENT DESIGN AND EASILY REMOVED FROM ITS STORAGE AREA	✓	
9.0	STATION AND CONTROLS	THE OPERATION STATION SHALL BE LOCATE AT THE FRONT OF THE TRUCK AND SHALL INCLUDE CONTROL OF THE TRUCK ENGINE THROTTLE, AND A OIL DAMPENED WATER PRESSURE GAUGE.	✓	
10.0	PAINT	UNIT SHALL BE PAINTED TO MATCH THE COLOR OF THE CAB AND CHASSIS PROVIDED BY THE	FLEET WHITE ✓	

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NO	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES	NO
		CITY. IF CHASSIS PROVIDED BY THE VACUUM BODY SUPPLIER, THEN THE UNITS (VACUUM AND TRUCKS SHALL BE PAINTED WHITE.	✓	
		ALL PAINT SHALL BE THE MANUFACTURERS STANDARD WITH WARRANTIES AGAINST DISCOLORATION, CRACKING OR PEELING FOR 10 YEARS	✓	
11.0	LIGHTING ACCESSORIES	CIRCUIT BREAKERS SHALL BE SUPPLIED. THIS ADDITION TO THE MACHINE SHALL REPLACE ALL VACUUM UNIT FUSES WITH THE APPROPRIATE CIRCUIT BREAKERS.	✓	
12.3	LED SPOT LIGHT	ACCESS LED FLOOD LIGHT ON DRIVER SIDE AND LED FLOOD LIGHT ON PASSANGER SIDE	✓	
13.0	HOSE REEL	FRONT MOUNTED HOSE REEL SHALL BE FIXED TO THE TRUCK FRAME ON PERMANENTLY MOUNTED BRACKETS AND PROVIDES A SYSTEM FOR THE HOSE REEL TO PIVOT OUT AT LEAST 15 INCHES FROM THE FRONT OF THE TRUCK TO ALLOW THE OPERATOR TO CHECK MAIN ENGINE CONDITION AND FLUID LEVELS. THE HOSE REEL MUST BE CAPABLE ROTATING 180 DEGREES LEFT AND RIGHT. ARTICULATING TO PASSANGER SIDE, REVERSE PIVOT.	✓	
13.1.1	HOSE REEL	THE HOSE REEL MUST BE FULLY EQUIPPED WITH A DIGITAL FOOTAGE COUNTER, ACCESSORILS HANDGUN REEL, AND DUAL ROLLER HOSE WIND GUIDES. LED WORK LIGHT CLOSE BY HOSE WIND GUIDE.	✓	
13.1.2	HOSE REEL CAPACITY	HOSE REEL MUST BE DESIGNED TO STORE 800 FEET OF 1 INCH O.D. RUBBER SEWER CLEANING HOSE AND PROVIDED WITH 800 FEET OF HOSE THE HOSE ROVIDED SHALL HAVE AN OPERATING RATING OF 2,500 PSI AND A BUST RATING OF 6,500 PSI.	✓	
13.1.3	REEL SPEED	HOSE REEL IS TO BE HYDRAULIC POWERED AND FORWARD AND REVERSE SPEEDS FULLY ADJUSTABLE @ 25% INCREMENTS.		
14.0	AUXILARY ENGINE	THE AUXILARY ENGINE MUST BE A JOHN DEERE 4045 140 HP TIER III OR AN APPROVED EQUAL BY THE CITY OF LUBBOCK	✓	
14.0	ADDITIONAL ITEMS	MANHOLE LID COMPARTMENTS, TWO	✓	

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NO ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES	NO
	SAFETY CONE STORAGE (2) MOUNTED ON REAR, DRIVER, PASSANGER	✓	
14.1 SEWER LINE CLEANING	(1) HOSE LEVEL WIND (1) LOWER HOSE GUIDE (TIGER TAIL) (1) 10 FT. X 1 INCH STEEL WIRE LEADER HOSE (2) 15 DEGREE NOZZLE. (2) 30 DEGREE-NOZZLE. (1) 60 LB. CULVERT NOZZLE WITH SWIVEL AND LEADER HOSE (1) HAND HELD SPOT LIGHT WINTER RECIRCULATION SYSTEM	✓ ✓ ✓ ✓ ✓ ✓ ✓	
14.1.1 VACUUM UNIT TOOLS	(3) 8 INCH X 5 FOOT ALUMINUM TUBING WITH FLANGES. (2) 8 INCH X 3-FOOT ALUMINUM TUBES WITH FLANGES (2) 8 INCH X 7-FOOT ALUMINUM TUBES WITH FLANGES. (1) 8 INCH X 6.5 FOOT CATCH BASIN NOZZLE (20) 8 INCH QUICK RELEASE CLAMPS	✓ ✓ ✓ ✓	
14.1.2 TOOL BOXES	TOOL BOXES WILL BE ALUMINUM, SIZE, WIDTH AND LOCATION WILL BE DETERMNED BY THE MANUFACTURER.	✓	
14.1.3 TRAINING	THE TRAINING SHALL BE PROVIDED AFTER THE DELIVERY AND ACCEPTANCE OF THE COMBINATION UNIT. THE VENDOR SHALL PROVIDE NO LESS THAN 16 HOURS OF INSTRUCTIONS ON THE PROPER OPERATION AND MAINTENANCE OF THE COMBINATION UNIT. THE INSTRUCTION SHALL TAKE PLACE IN LUBBOCK, TEXAS NO LATER THAN SEVEN (7) WORKING DAYS AFTER NOTIFICATION BY THE CITY OF THE ACCEPTANCE OF THE COMBINATION UNIT.	✓	
14.1.4 INSTRUCTOR	THE COMPANY'S REPRESENTATIVE/INSTRUCTOR SHALL HAVE COMPLETE AND THOROUGH WORKING KNOWLEDGE IN THE OPERATION AND MAINTENANCE OF THE COMBINATION UNIT. THE INSTRUCTION SHALL BE CONSIDERED AS A PERFORMANCE REQUIREMENT OF THIS BID DOCUMENT AND PROVIDED AT NO ADDITIONAL CHARGES TO THE CITY.	✓	
14.1.5 SHOP MANUALS	OPERATORS' MANUALS: COPY OF THE OPERATORS' MANUALS. THESE MANUALS SHALL PROVIDE COMPLETE OPERATING INSTRUCTIONS AND ROUTINE LUBRICATING AND SERVICING INSTRUCTIONS NORMALLY EXPECTED OF THE	✓	

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NO	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES	NO
		OPERATOR. *IF POSSIBLE ONE MANUAL ON DVD OR USB SHOULD BE PROVIDED*	✓ USB x2	
14.1.6	SHOP MANUALS	MAINTENANCE AND OVERHAUL (SHOP) MANUAL: ONE (1) OVERHAUL AND SHOP MANUAL SHALL BE PROVIDE AND INCLUDE THE COMPLETE LUBRICATING AND SERVICING INSTRUCTIONS NORMALLY NOT EXPECTED OF THE OPERATOR. THE MANUALS SHALL HAVE INSTRUCTIONS ON THE COMPLETE MAINTENANCE AND OVERHAUL REQUIRED FOR SHOP DISASSEMBLY, INSPECTION, REPAIR, REWORK, TEST, REINSTALLATION, AND PROVIDE INFORMATION ON LIMITS, TOLERANCES AND TORQUE VALUES. THE MANUALS SHALL INCLUDE THE WIRING SCHEMATICS AND ILLUSTRATED REPAIR PROCEDURES FOR THIS PARTICULAR VEHICLE. GENERIC MANUALS WILL NOT BE ACCEPTABLE AND CONSIDERED PART OF THE PERFORMANCE.	✓	
15	WARRANTY	INCLUDE THE MANUFACTURER AND DEALERSHIP WARRANTY INFORMATION. THE WARRANTY SHALL BE DETAILED IN NATURE AND INCLUDE ALL ITEMS THAT ARE OR NOT UNDER WARRANTY, EITHER BY THE MANUFACTURER OR DEALERSHIP. THE DETAILED INFORMATION SHALL INCLUDE THE LENGTH OF THE WARRANTY INCLUDING COMPONENT WARRANTY.	✓	
15.1	WATER TANK	INCLUDE THE WARRANTY INFORMATION ON THE WATER TANK(S). 10 YEAR WARRANTY	✓	
	WARRANTY	THE INFORMATION SHALL INCLUDE THE RUST AND CRACKING INFORMATION, THE LENGTH OF THE WARRANTY.	✓	
		THE WARRANTY INFORMATION IS A MAJOR CONCERN THAT WILL BE USED TO EVALUATE THE OVERALL EQUIPMENT AND THE CITY'S POTENTIAL EXPOSURE TO PREMATURE MAINTENANCE COST	AUSTIN FREIGHTLINER LUBBOCK TRUCK SALES LTS-Lubbock Truck CLS EQUIPMENT-VACCON	

CAB AND CHASSIS

1.	WHEEL BASE	BASED ON BODY BUILDER'S RECOMMENDATION	✓	

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NO	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES	NO
2.	GVWR	43,000 LB	✓	
3.	FRONT AXLE CAPACITY	20,000 LB. WITH OIL TYPE HUBS.	✓	
4.	REAR AXLE CAPACITY	23,000 LB SINGLE AXLE	✓	
5.	SHOCKS	MANUFACTURER'S HEAVY DUTY ON FRONT AXLE.	✓	
6.	SPRINGS	23,000 LB. REAR, 20,000 LB. FRONT	✓	
7.	ENGINE	CUMMINS ISC OR ISL DIESEL 345 HORSE POWER WITH TURBO CHARGER, BLOCK HEATER AND MEETS EPA / CARB EMISSION CERTIFICATION @ 1150 FT LBS TORQUE. 370 HP CUMMINS	✓	
8.	TRANSMISSION	ALLISON 3000 SERIES AUTOMATIC SHIFT WITH PTO PROVISION	✓	
9.	REAR END RATIO	CAPABLE OF REACHING HIGHWAYS SPEEDS OF 65 MPH AND WITH MAXIMUM REAR END NUMERICAL RATIO	✓	
10.	TIRES	FRONT: 425 - 65R/22.5 20 PLY HIGHWAY TREAD REAR: 11R X 22.5 16 PLY RADIALS MUD AND SNOW, TIRES MUST SAFELY SUPPORT THE GVWR DURING ON AND OFF ROAD APPLICATIONS	✓	
11.	WHEELS	FRONT: 22.5 X 12.25 10 HUB PILOT ALUMINUM DISC REAR: 22.5 X 8.24 10 HUB PILOT STEEL DISC.	✓	
12	BRAKES	MAXIMUM AVAILABLE AIR BRAKES WITH AIR OPERATED, SPRING LOAD PARKING BRAKE AND TO BE EQUIPPED WITH HEATED AIR DRYER. AIR TANKS SHALL BE AUTOMATIC DRAIN, OR IF MANUAL, SHALL INCLUDE EASY SIDE OF TRUCK ACCESS CABLE PULLS. REAR DRUMS SHALL BE OUTWARDLY MOUNTED.	✓	
13.	AIR COMPRESSOR	13 CFM. WITH FILTER AND WATER COOLED. STANDARD AIR COMPRESSOR GOVERNOR	✓	
14.	STEERING	MANUFACTURER'S STANDARD POWER ASSISTED,	✓	
15.	FUEL TANKS	SINGLE TANK, WITH 100 GALLONS CAPACITY ON DRIVER SIDE	✓	
16.	FRAME	110,000 PSI REINFORCED TYPE OR APPROVED EQUAL. NOMINAL SECTION MODULUS 29 CUBIC INCH WITH DESIGN RBM OF 3,198,000 IN. LBS. (FRAME MUST BE COMPATIBLE WITH BODY AND BUCKET SPECS - CLEAN FRAME RAILS) THE HEIGHT OF THE UNLADEN CHASSIS; WHEN MEASURED FROM THE GROUND TO THE HIGHEST POINT ON THE CAB MUST NOT EXCEED 108 INCHES. RBM 3,217,200 in-lbs	✓	

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NO	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES	NO
17.	INSTRUMENTATION	OIL PRESSURE AND TEMPERATURE WITH SAFETY WARNING SYSTEM, BATTERY CHARGE INDICATOR, TRANS TEMP, TACHOMETER AND HOUR METER TO BE MOUNTED IN THE DASH. ON BOARD WEIGH SYSTEM	✓	
18.	THROTTLE	VERNIER LOCKING TYPE OR ELECTRICAL CONTROLLED HIGH IDLE SPEED	✓	
19.	ALTERNATOR	145 AMP, H D TRUCK APPLICATION TYPE 160amp	✓	
20.	BATTERY	1900 CCA MANUFACTURER'S STANDARD TO BE MOUNTED FOR EASY ACCESS FOR MAINTENANCE 2x2250CCA	✓	
21.	SEAT	AIR RIDE 2 VYNYL COVERED BUCKET SEATS IN THE DRIVER AND PASSENGER POSITIONS	✓	
22.	AIR-CONDITIONER	MANUFACTURER'S STANDARD	✓	
23.	HEATER-DEFROSTER	MANUFACTURER'S STANDARD	✓	
24.	MIRRORS	6" X 16" WEST COAST L/R, TO INCLUDE (2) SEPARATELY MOUNTED OR INTERGRATED WIDE VIEW MIRRORS.	✓	
25.	WINDOWS	POWER WINDOWS	✓	
26	GRAB HANDLES	MOUNTED ON CAB L/R BEHIND DOORS; POWER LOCKS	✓	
27.	12 VOLT POWER PORT	MANUFACTURER'S STANDARD IN CAB.	✓	
28.	INTERIOR	MANUFACTURER'S STANDARD DOME LIGHT INSULATION/SOUND DEADENING PACKAGE WITH HEADLINER.	✓	
29	RADIO	MANUFACTURER'S STANDARD AM/FM W/DIGITAL CLOCK	✓	
30	COOLING SYSTEM	MANUFACTURER'S STANDARD HEAVY DUTY	✓	
31.	HOOD	MANUFACTURER'S STANDARD TILT HOOD WITH OPENINGS TO CHECK FLUIDS.	✓	
32	PAINT	CAB FLEET WHITE	✓	
33.	WIPERS	MANUFACTURER'S STANDARD 2 SPEED WITH INTERMITTENT OPERATION, AND WASHER FEATURE.	✓	
34.	AIR HORNS	MANUFACTURER'S STANDARD ELECTRIC, PLUS AN AIR HORN WITH CONTROL.	✓	
35	BACKUP ALARM	AUDIBLE ELECTRIC. TO OPERATE INDEPENDENTLY OF OUTRIGGER OPERATION ALARM	✓	
36	TOW HOOKS	REAR MOUNTED TOW HOOKS MOUNTED TO THE	✓	

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NO	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES	NO
		FRAME OF VEHICLE.	✓	
	MISCELLANEOUS	A. MANUFACTURERS STANDARD WARRANTY	✓	
		B. TEXAS STATE INSPECTION STICKER N/A	✓ WILL PROVIDE CERTIFICATE	
		C. SUCCESSFUL BIDDER SHALL FURNISH VEHICLE LINE SETTING TICKETS, ONE OPERATORS MANUAL, TWO SETS OF MAINTENANCE, REPAIR, AND PARTS MANUALS, AND SUGGESTED REPAIR PARTS STOCK LIST.	✓	
		D. DELIVERY DATE 60 Days ARO of Chassis	✓	
		E. CAB AND CHASSIS WILL BE DELIVERED BY SUCCESSFUL BIDDER TO THE BODY BUILDER FOR INSTALLATION OF BODY. UPON COMPLETION OF BODY INSTALLATION, IT SHALL BE THE RESPONSIBILITY OF THE BODY BUILDER TO RETURN THE UNIT TO THE TRUCK DEALER FOR FINAL INSPECTION PRIOR TO DELIVERY TO THE CITY OF LUBBOCK, FLEET SERVICE FACILITY, LOCATED AT 206 MUNICIPAL DRIVE. PRIOR TO DELIVERY, THE UNIT SHALL BE STATE INSPECTED AND STICKERED, TEST DROVE, LUBED, SERVICED AND READY TO BE PLACED INTO SERVICE. UNIT MUST BE PROVIDED WITH DEALER TAGS FOR IMMEDIATE FIELD SERVICE.	✓	

OPTION

1.	EXTENDED WARRANTY	EXTENDED MANUFACTURER'S WARRANTY SHALL INCLUDE THE COMPLETE CHASSIS, ENGINE AND OEM ATTACHED COMPONENTS,RADIATOR, FAN CLUTCH, IDLER PULLEYS, CLIMATE CONTROLS INCLUDING THE AC COMPRESSOR, TRANSMISSION, AND SELECTOR CONTROLS, DRIVE LINES AND U-JOINTS, ELECTRICAL SYSTEM INCLUDING OEM WIRE HARNESS, ALTERNATOR, STARTER, DASH INSTRUMENTATION AND CONTROLS, FULL SUSPENSION, AND STEERING SYSTEM. WARRANTY SHALL INCLUDE FIVE (5) YEARS AND UP TO 150,000 MILES.	$ 5yr See Below (A) Chassis – $5095.00 (B) + Towing – $ 5795.00 (C) Engine – 15550.00 (D) TRANS – 546.00

THE WARRANTY INFORMATION IS A MAJOR ISSUE THAT WILL BE USED TO EVALUATE THE OVERALL EQUIPMENT AND THE CITY'S EXPOSURE TO PREMATURE MAINTENANCE COST

THE CITY OF LUBBOCK IS NOT ACCEPTING THIRD-PARTY WARRANTIES 5yr - VAC-CON ADD: $15,625.00

CITY OF LUBBOCK
MINIMUM SPECIFICATIONS
HYDRO – CLEANER AND A POSITIVE DISPLACEMENT PUMP
VACUUM UNIT AND 43,000 CAB & CHASSIS
SPEC # 726PD-646

NO	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES	NO

EXCEPTIONS TO THE SPECIFICATIONS OF ANY ITEMS STATED HEREIN SHALL BE FULLY DESCRIBED IN WRITING BY THE BIDDING VENDOR IN THE SPACE PROVIDED BELOW. **LIST ITEMS BY ITEM NUMBERS.**

NO EXCEPTIONS

Regular City Council Meeting **6. 13.**

Meeting Date: 08/13/2015

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute purchase order contract 31024158 with Grapevine Dodge Chrysler Jeep of Grapevine, Texas for two-3500 crew cab chassis vehicles for Paved Street Department.

Item Summary

The contract is for the purchase of two-3500 crew cab chassis. The vehicles replace one 1993 GMC Herbicide 7000 Truck and a 2002 Chevrolet 3500. The $60,074 purchase from Grapevine Dodge Chrysler Jeep of Grapevine, Texas is made through BuyBoard Contract 430-13.

Fiscal Impact

Funding is available in the FY 2014-15 Master Lease Program.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Purchase Order Contract - Grapevine DCJ, LLC

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. 31024158 for the Texas BuyBoard Contract #430-13 for the purchase of two, one ton cab and chassis, crew cab, dual rear wheels, 4X2 vehicles, by and between the City of Lubbock and Grapevine DCJ, LLC, of Grapevine, Texas, and related documents. Said Purchase Order is attached hereto and incorporated into this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

_____
Laura Pratt, Assistant City Attorney

RES Grapevine DCJ PO 31024158
7.24.15

City of Lubbock
TEXAS PURCHASE ORDER

Page - 1
Date - 07/21/2015
Order Number 31024158 000 OP
Branch/Plant 3526

TO:
GRAPEVINE DCJ LLC
2601 WILLIAM D TATE
GRAPEVINE Texas 76051

SHIP TO:
CITY OF LUBBOCK
FLEET SERVICES
204 MUNICIPAL DRIVE
LUBBOCK Texas 79404

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

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 07/20/2015 Freight
Requested 10/20/2015 Taken By S SUMMERS
Delivery PER M PENA REQ #45281 BUYBOARD #430-13

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
One Ton Cab & Chassis 4x2	2.000	30,037.0000	EA	60,074.00	10/20/2015

Spec No. 1541-STR

Total Order

Terms NET DUE ON RECEIPT 60,074.00

This purchase order encumbers funds in the amount of $60,074.00 awarded Grapevine DCJ LLC. of Grapevine, TX on August 13, 2015. The following is incorporated into and made part of this purchase order by reference BuyBoard Contract 430-13 dated July 20, 2015 Grapevine DCJ LLC. of Grapevine, TX. Resolution #_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

PRODUCT PRICING SUMMARY BASED ON CONTRACT

BUYBOARD #430-13

Grapevine Dodge Chrysler Jeep 2601 William D Tate, Grapevine, TX 76051

End Use: CITY OF LUBBOCK R2 Rep: Dennis Thomas

Contact: SARA SUMMERS Phone: 817-410-7541

Phone/Email: SSUMMERS@MAIL.CI.LUBBOCK.TX.US Email: dthomas@grapevinedcj.com

Product Description: 2016 3500 CREW CAB CHASSIS Date: 07/20/2015

A. Bid Series: 3500 CHASSIS A. Base Price: 22,134

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
DD3L93	CREW CAB 4X2	5120	22A	6.4L HEMI V8	470
	DUAL REAR WHEEL	380	V9X9	CLOTH SEATING	271
TBB	FULL SIZED SPARE	333	MRT	CHROME RUNNING BOARDS	499
XHC	TRAILER BRAKE CONTROLLER	280			
				Total of B. Published Options:	7353

C. Unpublished Options $= 0.0%

Options	Bid Price	Options	Bid Price
		Total of C. Unpublished Options:	

D.	Pre-delivery Inspection:	
E.	Texas State Inspection:	$
F.	Manufacturer Destination/Delivery:	$
G.	Floor Plan Interest (for in-stock and/or equipped vehicles):	$
H.	Lot Insurance (for in stock and/or equipped vehicles):	$
I.	Contract Price Adjustment: _____	
J.	Additional Delivery Charge: _____ miles	350
K.	Subtotal:	$29,837
L.	Quantity Ordered 2 x K =	$59,674
M.	Trade in: _____	
N.	BUYBOARD Administrative Fee ($400 per purchase order)	$400.00
O.	TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE	$60,074

Specification Reviewed by: [signature]
Department requesting vehicle/equipment: 5531
Signature of Department Head/Date: [signature] 7/20/15

City of Lubbock, TX
Minimum Specifications
One Ton Cab and Chassis, Crew Cab, DRW, 4x2
Spec: 1541-STR

IT IS THE INTENT OF THIS SPECIFICATION, REFERENCED DOCUMENTS, REQUIREMENTS AND CONDITIONS SECTIONS TO DESCRIBE MINIMUM PERFORMANCE REQUIREMENTS. THE VEHICLE OR PRODUCT MUST MEET OR EXCEED THE PERFORMANCE OR CONSTRUCTION DESCRIBED HEREIN. THE VENDOR SHALL BE REQUIRED TO MARK COMPLIANCE OR NON-COMPLIANCE TO EACH ITEM DESCRIPTION IN THE SPACE PROVIDED. ALL EQUIPMENT FURNISHED AS STANDARD TO THE GENERAL PUBLIC ON THE PRODUCT BY THE MANUFACTURER SHALL BE INCLUDED, EVEN WHEN NOT SPECIFICALLY IDENTIFIED IN THIS SPECIFICATION. ANY DEVIATIONS FROM THE WRITTEN SPECIFICATION WITH DATE AS SHOWN IN THE INVITATION TO BID (ITB) SHALL BE NOTED ON THE ATTACHED EXCEPTIONS TO THE SPECIFICATION. IN ORDER TO RECEIVE FULL CONSIDERATION, ITB RESPONSE QUOTATION MUST FOLLOW THIS SPECIFICATION AND THE INVITATION TO BID'S TERMS AND CONDITIONS.

Vendor Name: Grapevine DCJ, LLC Vendor Phone: 817-410-7541

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES	NO
	General	These specifications describe a One-ton Cab and Chassis, Crew Cab, Dual Rear Wheels, 4x2 Unless otherwise specified, all units shall be furnished complete with standard equipment and factory-installed accessories as listed by the manufacturer's printed literature and as stated in the State of Texas Fleet Automobiles and Trucks Texas Specifications.		
1	Cab & Chassis	13,000 GVWR with a crew cab and wide rear axle with dual rear wheels	X	
2	Wheel Base	160 inches	X	
3	Cab to Axle	85 inches nominal, cab to axle dimension. 60" CA		X
4	GVWR	13,000 pounds minimum GVWR.	X	
5	Engine	6.0 L, V-8, 300 HP, Gasoline	X	
6	Transmission	OEM automatic, with maximum cooling.	X	
7	Rear Axle	OEM increased traction differential, with outside tire width not less than 90 inches	X	
8	Tires	OEM LT radials, maximum size available, with all-terrain tread and full size spare on carrier		X
9	Brakes	OEM power assisted	X	
10	Steering	OEM power assisted	X	
11	Bumper	OEM standard, front only.	X	
12	Seat	OEM full bench type with cloth covering. Charcoal, grey or tan color 40/20/40	X	
13	Heater/AC	OEM fresh air heater and air conditioner, with dash outlets and multi-speed fan	X	
14	Radio	OEM AM/FM with clock display and two speakers.	X	
15	Mirrors	OEM extendable camper style, both sides	X	
16	Wipers	OEM 2-speed, with intermittent and washers	X	

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES	NO
17	Glazing	OEM maximum tinted glass, all locations	Y	
18	Alternator	OEM 145 AMP minimum	Y	
19	Light	OEM interior overhead	Y	
20	Battery	OEM battery with 650 CCA.	Y	
21	Fuel Capacity	OEM, Dual gallon tanks, 30 gallons minimum for each, Both located on driver's side. Single 52 gal		Y
22	Paint	OEM Fleet White	Y	
23	Towing Package	OEM heavy duty tow package with wire harness, excluding receiver hitch and trailer plug. To include rearview mirrors, exterior, trailer tow/camper type, approximately 6 inch by 9 inch and equipped with extension arms.	X	
24	Power Package	Includes power windows, power locks, power mirrors, cruise control and tilt steering wheel.	Y	
25	Warranty	OEM maximum, time and mileage, coverage with written detailed explanation of covered components that includes a complete listing of exclusions.	Y	

OPTIONS

1.	**EXTENDED WARRANTY**	Vendor shall provide all available warranty documentation to include time of coverage, and any other warranties available. Include towing warranty and list of OEM bumper to bumper and drive train/ power train coverage. Include all documentation on procedure for filing warranty. May exclude normal service, such as oil changes, tires and brake lining, but shall be explained fully with bid. If/when extended warranty option purchased. Bidder shall furnish a written detailed explanation of covered components that includes a complete listing of inclusions and exclusions of warranty with their bids. Must be zero deductible Months 60 (84) Miles 100,000 (100,000)	100 deductible 40 deductible Not available 3910 $ 4565
2.	**CAB LENGTH STEP BARS**	Anti-skid on both left and right sides of truck, mounted to the frame and shall support a minimum 250 pounds, Black bars with braces and no drill for standard cab to be installed on both sides of truck to allow sufficient access for users. (Wastewater Collection)	$ 499

Regular City Council Meeting **6. 14.**

Meeting Date: 08/13/2015

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute purchase order contract 28100021 with Associated Supply Company, Inc. for a Case backhoe loader 580SN 2-wheel drive for the cemetery.

Item Summary

The purchase order contract 28100021 is for one New Case backhoe 580SN-2 wheel drive extendahoe for cemetery. The vehicle replaces a 2004 Case 580SM Backhoe Loader. The $81,000 purchase from Associated Supply Company, Inc. of Lubbock, Texas is made through BuyBoard contract 424-13.

Fiscal Impact

The equipment is approved in the Adopted FY-2014-15 Master Lease Program.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Purchase Order Contract - Associated Supply Company, Inc

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 28100021 for the Texas BuyBoard Contract #424-13 for a backhoe loader, specification number 9140-C1, by and between the City of Lubbock and Associated Supply Company, Inc., of Lubbock, Texas, and related documents. Said Purchase Order is attached hereto and incorporated into this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

_____
Laura Pratt, Assistant City Attorney

Resolution - Associated Supply Company PO 6.2.15
6.2.15

City of Lubbock TEXAS **PURCHASE ORDER**

Page - 1
Date - 07/14/2015
Order Number 28100021 000 OP
Branch/Plant 6611

TO: ASSOCIATED SUPPLY COMPANY INC
2102 E SLATON ROAD
LUBBOCK Texas 79452

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
204 MUNICIPAL DRIVE
LUBBOCK Texas 79404

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

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 05/29/2015 Freight
Requested 10/30/2015 Taken By S SUMMERS
Delivery PER M PENA REQ #45121 BUYBOARD CONTRACT #424-13

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Backhoe Spec No. 9140-C1	1.000	81,000.0000	EA	81,000.00	10/30/2015

CC 6611

Total Order

Terms NET DUE ON RECEIPT 81,000.00

This purchase order encumbers funds in the amount of $81,000 awarded Associated Supply Company, Inc. of Lubbock, TX on August 13, 2015. The following is incorporated into and made part of this purchase order by reference: Quotation dated May 12, Associated Supply Company, Inc. Lubbock, TX and Texas BuyBoard Contract #424-13. Resolution #_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Associated Supply Company, Inc.

2102 SLATON HIGHWAY
P O BOX 3888 - 806/745-2000
LUBBOCK, TEXAS 79452
FAX 806/748-1268

3412 KERMIT HWY
432/337-2823
ODESSA, TEXAS 79764
FAX 432/337-8313

7576 I-40 EAST
P O BOX 31210 - 806/372-8386
AMARILLO, TEXAS 79120
FAX 806/372-1999

2201 WEST FLORIDA AVE
432/685-9999
MIDLAND, TEXAS 79701
FAX 432/683-8885

2604 S MAIN
806-435-7773
PERRYTON, TEXAS 79070
FAX 806/435-7187

CASE CONSTRUCTION

City of Lubbock

1625 13th Street Room 204

Lubbock Texas 79401

—QUOTATION—

Date 5/12/15

The following submitted for your consideration subject to the terms set forth below:

ONE (1) NEW CASE BACKHOE LOADER 580SN 2-WHEEL DRIVE BID: 9140-C1

NEW 2015CASE 580SN equipped with the following options: 2 Wheel drive, extendahoe, 2-Lever controls; heavy front counterweight, 82 in bucket, front auxiliary hydraulics, LH door, heat and A/C, deluxe cab package, radio, ride control, block heater, 36" graveyard bucket, and all other standard equipment, tool box, dual battery, flip over pads, battery disconnect/jump start, rear auxiliary hydraulics

List Price F.O.B Lubbock Texas	**$117,750.00**
Texas Buy Board Price	**$99,750.00**
ASCO "Special Inventory" Cash Price for Spec 9140-C	**$81,000.00**

Delivery Time: 30-90 Days

PLUS ALL APPLICABLE TAXES AND FEES

TERMS

A cancellation charge of 20 per cent of the total purchase price will be assessed and is hereby agreed to by customer on all cancelled orders.

Quoted FOB LUBBOCK TEXAS

Accepted

Quoted By Richard Thomack

Approved, Associated Supply Co.

By

Department/Cost Center requesting vehicle/equipment: _____

Spec Content Reviewed & Approved by: _____

Department Head Authorizing Release of Spec: _____

Date: _____

CITY OF LUBBOCK
MINIMUM SPECIFICATIONS
FOR THE PURCHASE OF A 2-WHEEL DRIVE BACKHOE
WITH FRONT END LOADER
SPEC # 9140-C1

IT IS THE INTENT OF THIS SPECIFICATION, REFERENCED DOCUMENTS, REQUIREMENTS AND CONDITIONS SECTIONS TO DESCRIBE MINIMUM PERFORMANCE REQUIREMENTS. THE VEHICLE OR PRODUCT MUST MEET OR EXCEED THE PERFORMANCE OR CONSTRUCTION DESCRIBED HEREIN. THE VENDOR SHALL BE REQUIRED TO MARK COMPLIANCE OR NON-COMPLIANCE TO EACH ITEM DESCRIPTION IN THE SPACE PROVIDED. ALL EQUIPMENT FURNISHED AS STANDARD TO THE GENERAL PUBLIC ON THE PRODUCT BY THE MANUFACTURER SHALL BE INCLUDED, ENEN WHEN NOT SPECIFICALLY IDENTIFIED IN THIS SPECIFICATION. ANY DEVIATIONS FROM THE WRITTEN SPECIFICATION WITH DATE AS SHOWN IN THE INVITATION TO BID (ITB) SHALL BE NOTED ON THE ATTACHED EXCEPTIONS TO THE SPECIFICATION IN ORDER TO RECEIVE FULL CONSIDERATION. ITB RESPONSE QUOTATION MUSTFOLLOW THIS SPECIFICATION AND THE INVITATION TO BID'S TERMS AND CONDITIONS.

VENDOR NAME Associated Supply Company PHONE 806-789-5029

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES		NO
1.	**GENERAL**	**2 WHEEL DRIVE BACKHOE WITH FRONT END LOADER WITH A MINIMUM OPERATING WEIGHT OF 17,200 LBS, TO INCLUDE FRONT COUNTERWEIGHT OF AT LEAST 700 LBS.**	X		
2.	**DIESEL ENGINE**	Diesel, 4 stroke, turbocharged. SAE net minimum 90 hp at governed rpm.	X		
3.	**TRANSMISSION**	A minimum of 4 forward gears and 4 reverse gears; fully synchronized.	X		
4.	**CAB**	Fully enclosed, low profile cab constructed of steel and glass. Equipped with factory installed heater, air conditioner, AM/FM stereo, speakers and mechanical adjustable seat.	X		
5.	**ELECTRICAL**	12V system. Alternator minimum of 120 amp.	X		
6.	**LIGHTING**	Unit shall be equipped with the following; Cab only: 4 front lights, 4 rear lights, 1 light on each side.	X		
7.	**HYDRAULIC SYSTEM**	Unit shall be equipped with a loader auxiliary system with proportional thumb switch with detent on loader control handle. Minimum of 31.5 gpm to a max of 41 gpm @ 3,100psi.	X		
7.1		Unit shall be equipped with a bidirectional hydraulic valve equipped with an adjustable load sensor relief valve to control attachment pressure with multiple flow settings.	X		
7.2		Unit shall be equipped with a hydraulic fitting mounted on the rear of the backhoe for auxiliary attachments.	X		
8.	**TIRES**	OEM	X		
9.	**BUCKET**	The loader bucket shall be a minimum of 82 inches with replaceable cutting edge and the backhoe bucket will be a 36" **grave bucket** with dirt teeth.	X		
			X		

10.	**TRANSPORT DIMENSIONS**	Dimensions must enable transport on a Belshe BF 9T trailer. Overall width shall not exceed 82 inches from outside rear tire to outside rear tire. Transport height from tip of boom to ground not to exceed 11 feet 10 inches.	X		
10.1		TIE-DOWN POINTS: Unit must be equipped with over center boom and four tie-down points shall be furnished and identified for safely securing the unit during trailer transport.	X		
11.	**BACKHOE**	Unit shall be equipped with a extendahoe with a minimum capability of reaching 18 feet fully extended out.	X		
11.1		Boom: Not less than 90 degrees to either side.	X		
12.	**CONTROLS**	Two stick controller located in the middle rear.	X		

OPTIONS

	BUCKET No. 2	4 in 1 grapple type bucket.	$9,750		

PROVIDE BUILD DATES IN SPACE BELOW

	BUILD DATE:	/ /

GENERAL REQUIREMENT AND INFORMATION

BIDDER SHALL SUBMIT WITH EACH BID, CURRENT PRINTED LITERATURE AND SPECIFICATION SHEETS ON THE UNIT OFFERED IN THE RESPONSE TO SOLICITATION.

EXCEPTIONS TO THE SPECIFICATIONS OF ANY ITEMS STATED HEREIN SHALL BE FULLY DESCRIBED IN WRITING BY THE BIDDING VENDOR IN THE SPACE PROVIDED BELOW. **LIST ITEMS BY ITEM NUMBERS.**

Regular City Council Meeting **6. 15.**

Meeting Date: 08/13/2015

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute purchase order contract 31023992 with Warren Cat for a 627K wheel scraper for Solid Waste Disposal.

Item Summary

The purchase order contract is for one 627K wheel scraper for the Solid Waste Disposal department. This vehicle replaces a 2006 627G scraper. The $684,975 purchase from Warren Cat of Lubbock, Texas is made through BuyBoard contract 424-13. The original price of the 627K wheel scraper was $854,975. Warren Cat is giving the City of Lubbock a trade allowance of $170,000 for the 627G scraper. This brings the purchase price to $684,975.

Fiscal Impact

The equipment is approved in the Adopted FY 2014-15 Master Lease Program

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution and Purchase Order - Warren Cat

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 for the Texas BuyBoard, Purchase Order No. 31023992 for the purchase of a Caterpillar 627K Wheel Scraper-5515, by and between the City of Lubbock and Warren Cat of Lubbock, Texas, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

RES.PO.Texas BuyBoard.
7.8.15

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 07/08/2015
Order Number 31023992 000 OP
Branch/Plant 3526

TO: WARREN CAT
702 E SLATON ROAD
LUBBOCK Texas 79404

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
204 MUNICIPAL DRIVE
LUBBOCK Texas 79404

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

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 07/08/2015 Freight
Requested 10/30/2015 Taken By S SUMMERS
Delivery PER M PENA REQ # 45581 BUYBOARD 424-13

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Scraper -Trade In	1.000	684,975.0000	EA	684,975.00	10/30/2015
SCRAPER-5515					

Total Order

Terms NET 30 684,975.00

This purchase order encumbers funds in the amount of $684,975.00 awarded to Warren Cat of Lubbock, TX on July 23, 2015. The following is incorporated into and made part of this purchase order by reference Quote 160938-01 dated July 6, 2015 Warren Cat of Lubbock, TX and BuyBoard Contract 424-13. Resolution #_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Quote 160938-01

July 6, 2015

CITY OF LUBBOCK LANDFILL
ATTN: FAITH CARR
PO BOX 2000
LUBBOCK,
Texas
79457-0001

Attention:LESLIE COX

Dear LESLIE COX, Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New CATERPILLAR Model: 627K Wheel Scrapers with all standard equipment in addition to the additional specifications listed below:

BUYBOARD QUOTE - BUYBOARD ITEM NUMBER 424-13 (627K)

STOCK NUMBER:N/A **SERIAL NUMBER:**N/A **YEAR:**2015

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 60 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.
Sincerely,

Koley Schaffner
Machine Sales Representative

STANDARD EQUIPMENT

POWERTRAIN

TRACTOR:
C13 ACERT with MEUI
Cat engine brake
Electric start, 24 Volt
Air cleaner, dry type with precleaner
Fan, Hydraulic
Ground level engine shutdown
Radiator, aluminum unit core,
9 fins per in.
Guard, crankcase
Muffler (Only for Less or Non-
Regulated Regions Engine
Arrangement Only)
Starting aid, ether
Braking system:
Primary and Secondary, wet disk,
hydraulic
Prkng,hyd. release,spring applied
Throttle Lock
Transmission:
8 speed planetary powershift
ECPC Control
APECS software
Programmable top gear selection
Transmission hold
Differential Lock
Guard, powertrain
Tire Spin Reduction
Ground Speed Limit
Machine Speed Limit
Differental Lock Protection
SCRAPER:
Engine:
C9.3 ACERT with high pressure
common rail fuel
Cat engine brake
Electric start, 24 volt
Fan, driveline
Ground engine shutdown
Muffler (Only for Less or Non-
Regulated Regions Engine
Arrangement Only)
Starting aid, ether
Braking system:
Primary and Secondary, wet disk,
hydraulic
4 speed (torque converter drive)
Transmission planetary powershift

ELECTRICAL

TRACTOR:
Alternator, 150 amp
Batteries (4), 12 Volt, 1000 CCA
maintenance free, high output
Electrical system, 24V
Lighting system:
Headlights,3x3 halogen
Turn signals
with hazard function, LED
Floodlight,(2) 3x3 cutting edge
and (1) 3x3 bowl, halogen
Side Vision (2) 3x3 halogen
Starting/charging receptacle
SCRAPER:
Alarm, backup
Alternator, 65 ampere
Batteries (4), 12 Volt, 1000 CCA
maintenance free, high outout
Lighting system:
Brake lights, LED
Turn signals with hazard function, LED
Starting/charging receptacle

OPERATOR ENVIRONMENT

TRACTOR:
HVAC system, heat, AC, defrost
Thermostat control of HVAC system
Coat hook
Lunch box platform with holding strap
Diagnostic connection (2)
12V power ports (2)
Differential lock (1)
Dome courtesy light
Horn, electric
T-Handle implement control
Mirror, rear view
Radio ready
ROPS/FOPS cab, pressurized
Keypad Switches
Rear engine start
Throttle lock
Wipers/washers
Hazard lights
Retarding Level select
Work Lights on, off
Information mode
on Messenger Display
Safety Tab Rocker Switches:
Regeneration control
(Tier 4 Final/ EU Stage IV only)
Parking Brake
Seat belt, static two-piece
Seat, Cat Advanced Ride Management
(CARM), Cat comfort series 3,
rotates 30 degrees
Steering wheel, tilt, telescoping,
padded
Windows, right side emergency egress
Windows, sliding
Windows, laminated,zipped in
Windshield wipers, front and rear
windows,includes washers
Door lock
Messenger Display -
gauges, warnings include:
Coolant temp
Engine oil temp
Hydraulic oil temp
DPF temp
Fuel level
Park brake
Implement lockout
Brake system
Regeneration required
Throttle lock
System voltage
Secondary steering
Bail down
Diff lock
Apron float
Transmission hold
Cushion hitch
High beam lights
Action lamp
Engine speed, rpm
Gear selection
Dpf fill levels

FLUIDS
Extended Life Coolant to -37C (-34F)

OTHER STANDARD EQUIPMENT
TRACTOR:
Advanaced Cushion hitch
Accumulators (cushion hitch) with
Canadian Registration Number (CRN)
Fast oil change
Fenders, non metallic

SCRAPER:
Bowl
24 cubic yard, heaped
18.4 cubic yard, struck
Fast oil change
Vandalism locks

Rims (2)
Tow pin, front
Vandalism locks
Heater, engine coolant 120V

Guard, Overflow
Heater, engine coolant 120V
Hydraulic Position Sensing Cylinders
(bowl lift and apron)

Description	Reference No
627K WHEEL TRACTOR-SCRAPER T4F	373-8502
TIRES, 33.25R29 BS VLT ** E2A	264-1408
NON-POWERED ACCESS GP	309-4760
GRAVITY FILL GP	309-4820
STD WORK LIGHTS	320-9565
STANDARD START ATTACHMENT	336-2306
SEQUENCE ASSIST AR	373-8508
COOLING, HIGH AMBIENT TIER 4	373-8525
FILMS AR - U.S. (ANSI)	373-8582
STANDARD CERTIFICATION AR	373-8589
CAMERA AR-WAVS	374-4812
WIRING GROUP	374-8922
PUSH PULL ARRANGEMENT	392-4655
CAB PRECLEANER	428-8768
CAB BEACON	449-0260
PRODUCT LINK, SATELLITE PL321	467-5030
LANE 2 ORDER	0P-9002

627K Buyboard Sell Price	$854,975.00
CSA	Included
Less Gross Trade Allowance	($170,000.00)
Ext Warranty	Included
After Tax Balance	**$684,975.00**

TRADE-INS

Model	Make	Serial Number	Year	Trade Allowance
627G-01	CATERPILLAR(AA)	0DBD00572	2007	$170,000.00

WARRANTY

Extended Warranty: GOVERNMENT 60 / 7500 PREMIER – travel time and mileage is a covered expense for the duration of the warrantable period. This applies to warrantable claims ONLY.

F.O.B/TERMS
Lubbock, Texas

Accepted by_____ **on** _____

_____
Signature

Regular City Council Meeting **6. 16.**

Meeting Date: 08/13/2015

Information

Agenda Item

Resolution - Public Information: Consider two resolutions authorizing the Mayor to execute contract 12323 with RD Thomas and contract 12436 with Loomis Agency for advertising and marketing services, RFP 15-12323-MA.

Item Summary

The City solicited proposals for the services of a full-service advertising and marketing agency to assist with a variety of media campaigns including online and social media, print, and video presentations for City departments. The service provider advises on content and design of material, prepares the advertising and marketing product, selects the appropriate media for advertising, and handles billing. These services are available for any City department with funding to use but are most commonly used by Police, Museums, Water Conservation, Storm Water and Solid Waste departments.

The following firms submitted proposals and are ranked as follows:

Agency	Score
RD Thomas Advertising of Lubbock, TX	403
Loomis Agency of Dallas, TX	383
BrandEra of Ft. Worth, TX	367
GriffinWink Advertising of Lubbock, TX	360
Elevation Firm of Austin, TX	316
The Owen Group of Lubbock, TX	312
Michaels Wilder of Peoria, AZ	292
MindEcology of Austin, TX	* NR

The evaluation criteria published in the Request for Proposals is as follows:
• Samples of Work (40%)
• Vendor Questionnaire (20%)
• Business Services, Philosophy, and Financial Stability (20%)
• Cost (10%)
• References (10%)

RD Thomas Advertising, Loomis Agency, BrandEra, and GriffinkWink Advertising were the four finalists invited to provide oral presentations. Best and Final Offers were requested from RD Thomas Advertising, Loomis Agency, and BrandEra, upon which the committee re-evaluated the scores. MindEcology proposals was based on travel and tourism, and therefore, is listed as non-responsive. The evaluation committee felt that both RD Thomas Advertising and Loomis Agency were very qualified to provide the services requested and both companies were so strong that the committee felt the City would benefit from having both on contract.

The committee recommends that the contracts be awarded to RD Thomas, of Lubbock, Texas, and Loomis Agency, of Dallas, Texas, for a period of one year with the option to renew for four one-year additional periods.

Fiscal Impact

Various City departments have advertising and marketing funds that are appropriated in the Adopted FY 2014-15 Operating Budget. Actual expenditures may vary from year to year depending on departmental needs.

Staff/Board Recommending

Jeffrey McKito, Public Information & Marketing Manager

Attachments

Resolution & Contract - RD Thomas Advertising

Resolution & Contract - The Loomis Corporation dba Loomis Agency

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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. 12323 for Advertising and Marketing Services by and between the City of Lubbock and RD Thomas Advertising, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
James W. Loomis, City Manager

APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

vw:ccdocs/RES.Contract-RD Thomas Advertising
July 10, 2015

CITY OF LUBBOCK, TX
Advertising and Marketing Services

This Service Agreement (this "Agreement") is entered into as of the **13** day of **August 2015**, ("Effective Date") by and between **RD Thomas Advertising of Lubbock, Texas** (the Contractor),and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals for Advertising and Marketing Services

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

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

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

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

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

Scope of Work

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

Article 1 Services

1.1 Contractor agrees to perform services for the City that are specified under the General Requirements set forth in Exhibit A. The City agrees to pay the amounts stated in Exhibit B, to Contractor for performing services.

1.2 Contractor shall use its commercially reasonable efforts to render Services under this Agreement in a professional and business-like manner and in accordance with the standards and practices recognized in the industry.

Nonappropriation clause. All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the Agreement, the City will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this Agreement is spent, whichever event occurs first. If at any time funds are

not appropriated for the continuance of this Agreement, cancellation shall be accepted by the contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the date of termination.

Article 2 Miscellaneous.

2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.

2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.

2.3 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.

2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.

2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.

2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.

2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.

2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within thirty (30) days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.

2.9 At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

2.10 All funds for payment by the City under the contract are subject to the availability of an annual appropriation for such 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 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 the contract is spent,

whichever event occurs first. If at any time funds are not appropriated for the continuance of the 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 the contract beyond the date of termination.

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

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

CITY OF LUBBOCK, TX:

Glen C. Robertson, Mayor

CONTRACTOR:

Contractor's Signature

Lloyd Caballero, President

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Jeff McKito, Public Information Officer

APPROVED AS TO FORM:

Chad Weaver, City Attorney

GENERAL REQUIREMENTS

SCOPE OF WORK

The City of Lubbock, hereinafter referred to as "the City", is soliciting proposals for the services of a full-service advertising/marketing agency to assist with a variety of marketing, advertising, and other media campaigns for various City departments. Services may involve a single aspect of a media campaign all the way to a 360 media campaign. Strategies for advertising campaigns may be ATL (Above the Line), BTL (Below the Line), or TTL (Through the Line). Needed advertising means may include, but are not limited to: print; video; audio; online; social media; and billboards/banners. The Offeror will advise on advertising/marketing strategy; content and design of material; prepare the advertising/marketing product; select the appropriate media for advertising; place the buy; and handle the billing. The City will pay the Offeror its hourly rate for these services and will reimburse the offeror the invoiced amount for media buys.

The main priority, goal, and objective for the various City departments would be to determine the best way to reach its target audience for a specific event/program. Specific priorities though will vary by department and by event/program.

Video work could include anything from a 15-second PSA/Promo to a 30-minute or longer informational video. The video work could also include animation. Completed projects could be needed in a variety of media, including digital and DVD.

Offerors are invited to submit demonstrated competence and qualifications of their firm for providing these services. The information contained within this document is intended to provide interested firms with the requirements and criteria that will be used to make the selection.

The offerors will be required to furnish the following with their proposals:

A. Hourly fee for agency services.
B. Name of the account executive who will handle the account.
C. Commission percentages on all placed media, printing and production.
D. Please include any languages, if any, that your company can translate into, and how much the translation services cost.
G. Proposed method for handling billing with the City of Lubbock.
H. Offeror's demonstrated ability with effective advertising: print publications, video production, and online/social media campaigns. See evaluation criteria.
I. One original and five copies of proposal, clipped on or in notebook.
J. In order to maintain consistent branding across the organization, final projects proofs need to be reviewed by the Public Information Office in addition to the requesting department.

CONTRACT TERMS AND CONDITIONS

It is understood that any resulting contract executed will contain the following Indemnification and Release language:

a) Indemnification

It is further agreed that the Contractor (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury

to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

b) Release

The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

c) Contract Term

The period of this contract shall be for one year contingent upon City Council approval. This contract may be renewed at the expiration of its term by agreement of both parties. Such renewal may be for (4) four additional one-year periods, if agreeable to all parties for a total contract length of five years.

1.1 Notice of Intent to renew will be given to the Offeror in writing by the City Director of Purchasing and Contract Management, normally 60 days before the expiration date of the current contract. (This notice will not be deemed to commit the City to a contract renewal.)

1.2 It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the City of Lubbock City Council. In the event that the City of Lubbock City Council does not grant necessary funding appropriation/program approval, then the affected multiyear contract becomes null and void effective October 1 of the fiscal year for which such approvals have been denied.

1.3 This contract shall remain in effect until the expiration date, performance of services ordered, or termination of either party with a sixty (60) day written notice by either party prior to any cancellation. Such written notice must state the reason for cancellation.

SUBMIT TO: CITY OF LUBBOCK Purchasing & Contract Management 1625 13th Street, Suite 204 Lubbock, TX 79401-3830	**CITY OF LUBBOCK, TEXAS** **REQUEST FOR PROPOSAL** **15-12323-MA**
CONTACT PERSON: Marta Alvarez	
TEL: 806.775.2169 FAX: 806.775.2164http://purchasing.ci.lubbock.tx.us	AN EQUAL OPPORTUNITY EMPLOYER

TITLE: Advertising and Marketing Services	SUBMITTAL DEADLINE: **April 27, 2015, 3:00 p.m. CST**
PRE PROPOSAL DATE, TIME AND LOCATION: Deleted	*Any proposals received after the time and date listed above, regardless of the mode of delivery, shall be returned unopened.*

RESPONDENT NAME: RD Thomas Advertising	IF RETURNING AS A "NO RESPONSE", PLEASE STATE REASON
MAILING ADDRESS: PO Box 53776	
CITY – STATE – ZIP: Lubbock TX 79453	The City of Lubbock appreciates time and effort in preparing proposals. All Offerors should familiarize themselves with the INSTRUCTIONS TO OFFERORS and GENERAL REQUIREMENTS in the RFP. The City of Lubbock reserves the right to accept or reject any and all proposals in whole or in part and waive any informality in the competitive proposal process. Further, the City reserves the right to enter into any contract deemed to be in the best interest of the City. It is the intent and purpose of the City that the request permits competitive proposals. It is the Offeror's responsibility to advise the City of Lubbock Director of Purchasing and Contract Management if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in the RFP to a single source. Such notification must be submitted in writing and must be received by the Director of Purchasing and Contract Management no later than five (5) business days prior to the above submittal deadline.
TELEPHONE NO: (806) 795-6399	
FAX NO: (806) 795-7366	
E-MAIL: lloydc@rdtadv.com	
FEDERAL TAX ID NO. OR SOCIAL SECURITY NO.	

THE OFFEROR HEREBY ACKNOWLEDGES RECEIPT OF AND AGREES ITS PROPOSAL IS BASED ON ANY ADDENDA POSTED ON BIDSYNC.COM ✓ YES ___ NO

The City of Lubbock Charter states that no officer or employee of the City can benefit from any contract, job, work or service for the municipality or be interested in the sale to the City of any supplies, equipment, material or articles purchased. Will any officer or employee of the City, or member of their immediate family, benefit from the award of the contract to the above firm? ___ YES ___ NO

IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED OFFEROR HAVING EXAMINED THE REQUEST FOR PROPOSAL, AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, HEREBY SUBMITS THE FOLLOWING. AN INDIVIDUAL AUTHORIZED TO BIND THE COMPANY MUST SIGN THE FOLLOWING SECTION. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION.

By my signature I certify that the offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree that if the offer is accepted, the Offeror shall convey, sell, assign, or transfer to the City of Lubbock all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Texas for price fixing relating to the particular commodity(s) or service (s) purchased or acquired by the City of Lubbock. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the vendor.

Authorized Signature	President Title
Lloyd Caballero Print/Type Name	4-20-15 Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

S:\purchase\Bid Documents\Buyer - Marta\2015-MA\15-12323-MA Advertising and Marketing Services\15-12323-MA_Advertising_and_Marketing_Services Final.doc

April 27, 2015

City Of Lubbock
PO Box 2000
Lubbock, Texas 79457

The Honorable Mayor and City Council,

I would like to express my gratitude for allowing RD Thomas Advertising to submit our proposal to the City of Lubbock for the RFP for Marketing and Advertising Services. I have worked on the City of Lubbock account since 1999 and understand the scope of work necessary to complete projects for the City of Lubbock on time and within budget. I understand that the scope of work may include, but is not limited to: print, video, audio, online, social media, billboards, strategy as well as media planning and placement.

Furthermore, I affirm that I have the authority to bind RD Thomas Advertising to a contract with the City of Lubbock. It would be an honor and privilege to continue working on this account.

Sincerely,



Lloyd Caballero
President

4601 South Loop 289 • Suite 20 • Lubbock, Texas 79424

1. What separates your agency from other agencies

RD Thomas Advertising is a full-service firm specializing in advertising, marketing, video production, web development and design communication. We offer a more integrated experience for our clients with a wider range of services than a traditional ad agency:

Creative/Brand Platform Development

Our agency firmly believes your brand is the foundation on which all other aspects of your organization are built. RD Thomas will provide consistent creative support with quick turnarounds. The scope of our creative support services includes, but is not limited to: strategic brand platform development, creative direction, concept development, innovative graphic design, art direction, visual corporate identity development, exterior signage design/consultation, copywriting, broadcast/video production, competitive vendor bidding coordination/fulfillment. With our extensive in-house creative capabilities, we are confident RD Thomas will provide the most qualified, cost-competitive, strategic support the industry has to offer.

Media Services

With our extensive regional and national media-buying experience, RD Thomas possesses the in-market relationships necessary to negotiate favorable rates, terms, and added value for our clients. We will recommend a media-purchasing strategy that best meets our client's goals, securing the best rates, maximizing added value, and ensure media strategy is implemented in a timely manner. RD Thomas will utilize our media research support services to conduct media research and audience measurement in order boost the performance of media buys across all mediums.

In 2014, RD Thomas partnered with a nationally-renowned, digital industry leader, providing our clients the ultimate platform on which to place, manage and evaluate our digital/mobile media buys. This proprietary platform offers complete transparency to the management of and analytics associated with our digital campaigns, creating unmatched cost efficiency and ROI effectiveness.

Our buy maintenance and post-buy analysis services include, but are not limited to: trafficking all creative materials to respective media, checking and verifying media invoices for discrepancies and coordinating the issue of makegoods, when necessary, and coordinating and implementing public relations and promotions, and identifying co-branding opportunities in marketplace.

Agency Video Production Process

RD Thomas prides itself on our in-house video production team. We've developed award-winning and results-driven campaigns for clients that range from the financial sector to the telecom industry, as well as non-profit and Christian organizations. Our team consists of our Broadcast Director as well as a Videographer/Editor. Keeping the production in house affords us the opportunity to be flexible and cost-efficient for our clients and eliminate the need for a third party production vendor and the markups associated with using a production/edit facility.

Our capabilities include shooting, editing, graphics and 2D and 3D animation. We have relationships with casting agencies in Houston, Dallas and Albuquerque and work with studios and individuals across the country for voiceover talent.

The broadcast creative process is as follows: all creative is scripted and storyboarded for client approval. The client is welcome to participate during the casting process, however, most clients prefer to receive the broadcast team's final talent recommendations and provide their approval at that point.

Web/Interactive & Social Media Services

Our extensive web design and development experience means our clients receive thoughtful, innovative design, development and on-going maintenance of their digital presence. In addition to creating, hosting and maintaining our clients' websites, RD Thomas also provides full social media development and management support, allowing our clients another avenue through which to engage customers.

Questionnaire -

2.Our Capabilities/Services

Messaging & Strategy

We want to understand what you want to say so we can assist in delivering the most creative direction to communicate your message and the most effective strategy for speaking to your audience.

Brand Development
Creative Direction
Account Service
Marketing Research
Copywriting

Print Design & Photography

It's important to have a successful message, but without the right execution, it can lose its effectiveness. Our creative department is well-versed on persuasive and aesthetically- engaging solutions to support your communication efforts.

Graphic Design & Art Direction
Studio and Location Photography
Identity and Logo Design
Translating (Spanish) Services

Video & Post Production

Corporate and broadcast mediums are unique. Having the capability to produce these projects in-house allows us to deliver a creative product that incorporates the client message via an engaging and emotional visual and audible experience. Our video production services include:

Broadcast TV & Radio Production
Long-form Video Production
Up to 4K HD Capture and Editing
Color Grading & VFX
Motion Graphics
Voice Over and Narration
Multi-Format Delivery

Web Development

Successful web design is more than extending your brand by converting it to a different medium. It's projecting your message and identity effectively into a complex environment with the perfect mix of information architecture, aesthetics and an engaging user experience.

Web Design & Development
Online Application (App) Development
Statistical Management & Analysis
Cloud-Based Hosting Solutions

Media Placement

With our extensive regional and national media-buying experience, RD Thomas possesses the in-market relationships necessary to negotiate favorable rates, terms, and added value for our clients. Our media placement services include:

Media Planning/Buying
Added Value Negotiation
Co-Branded Partnerships
Proprietary Digital Buying Platform
Post-Buy Analysis

Social Media Platform Performance

We possess the strategic messaging knowledge and platform-specific understanding to create and deliver engaging posts and pages. From Facebook and Twitter to Instagram and Pinterest, wherever your customers are talking, we will get you in the conversation with them. In addition, we utilize an in-house buying desk for digital and mobile audience targeting.

Social Media Page Design
Post/Tweet Copywriting and Design
Targeted Platform Ad Buying for Digital and Mobile
Audience Interaction Monitoring
Audience Interaction/Response
Audience Analytics

3.Describe the creative process and how/when your agency involves the client?

RD Thomas prides itself on clear and consistent communication with our clients. We view our role as an extension of your team and as such we strive to stay engaged and plugged in to your team, business and industry.

We feel that part of the creative process always starts with face-to-face communication with the client. Most of the time those meetings are based off the specific project or campaign. The account service team is always part of the meeting. Client meetings to discuss projects will usually also involve a member of the creative team or media buying team depending on the scope of the work. All projects will come with a budget or estimate that the client will sign off on to allow agency to begin work.

Once we have been given the directive from the client, we are a firm believer in collaboration when it comes to the creative process. It all starts when we collaborate as a team in-house on the project or campaign to find the best solution to the client's needs. That collaboration then spills over for client input early on in the design or production process on design comps or storyboards. Ultimately, the finished project is one that the client has been involved in from start to finish.

4.Case Studies

Jesus Tattoo
Campaign Launch

RD Thomas Principles Assigned to Project:
Ashleigh Sawyer, Account Director - Current Employee
Rico Vega, Senior Art Director - Recent Employee
Shane Nassiri, Broadcast Director - Current Employee
Iylana Nassiri, Lead Designer - Current Employee
Noemi Martinez, Web Programmer - Current Employee

Situation
A group of forward-thinking Christians came to RD Thomas and challenged the team with a unique task: tell the greatest love story of all time (the story of Jesus Christ and his transformative love for humanity) in a way that's never been done before, and use traditional marketing and advertising tactics to share the message with the world.

The target audience was defined as people who a) have never heard the message of salvation or b) have not connected to more traditional "preachy" or "churchy" methods of explaining the message of salvation.

There was nothing to sell. The only call to action was for people to share our message with as many people as possible. The only method of contact available to the public was via an online form or email address, both of which were administered by the RD Thomas team and passed along on a regular basis to a team of anonymous volunteers to help follow up with those people who had questions regarding their faith.

Determining how to measure success fell to RD Thomas team as well. There was to be no sales message as the movement was in no way shape or form a fundraising entity and there was to be no call to action from any organized institution, church or non-profit organization.

Strategy
The media mix included a 30-day outdoor blitz of 40 outdoor boards across the Lubbock DMA, a multi-platform social media movement, a 6-minute short film that anchored the website jesustattoo.org and 7 testimonial videos featuring real-life sinners (not actors) telling their story of transformation.

The campaign concept centered around a singular image of Jesus covered in tattoos which depicted some of the sins of humanity, and the web address. The image was captivating and designed to elicit a strong reaction from the viewer, whether positive or negative. All messaging sought to send viewers to the website to watch the video and understand the full scope of what the image represented.

The video, which went viral, depicts a shaggy-haired man, meant to be Jesus Christ, in the role of a tattoo artist who throughout the day transforms the negative labels tattooed on people's bodies into positive ones. "Addict" becomes "Freedom." "Useless" becomes "Purpose." At the end of the video it is revealed that Jesus has taken the negative labels onto himself.

Results

The campaign received national coverage and gained tremendous support and interaction the world over via social media and other interactive online outlets. Below is a summary of the campaign's measurable highlights:

Web Traffic

- 157,718 people (unique visitors) have visited JesusTattoo.org across 170 countries including the United States, Canada, Brazil, UK, Italy and Australia.
- 205 people have clicked "Yes I prayed the prayer" button
- 2,148 people contacted us through the website contact form with comments and/or questions
- Lubbock only accounted for 5.12% of total U.S. web traffic proving a truly national/global outreach.

Campaign Interaction Breakdown

From the Website:

- 7,572 people have shared the website from the website
- 14,990 people have clicked through to the website via one of the 7,572 shares
- 2,522 of the 14,990 clicked through on a desktop computer
- 12,468 of the 14,990 clicked through on a mobile device

From Facebook:

- 2,352 total shares of our posts on Facebook
- 612,783 people reached through Jesus Tattoo Facebook posts, shares, etc.

Media Coverage Breakdown

- 346 stories in the media about Jesus Tattoo including Good Morning America, The Huffington Post and the UK's Daily Mail.

Social Media Breakdown

- 6,944 Facebook Likes
- 88,512 Jesus Tattoo video views via Facebook
- 75,186 testimonial video views via Facebook
- 382 Twitter followers
- 384 Instagram followers
- 944 YouTube Channel subscribers
- 262,950 Jesus Tattoo video views on YouTube (original video)
- 15,984 Testimonial video views on YouTube
- 153,118 non-English language Jesus Tattoo video views (videos created organically by other groups with subtitles to share the JT message in other languages)

5. If your agency has worked in the past or are currently working for another municipality, provide a description of work performed

Since 1999 the City of Lubbock has been our account. During that time we have worked on one other municipality account. That account was a project client and it was the City of Hobbs, NM. Our scope of services for that client ranged from designing a new city logo, working with their chamber to create a new website and videos as well as a traffic calming campaign for areas around school zones that utilized outdoor, radio and web.

6. Does your agency have any potential account conflicts?

RD Thomas Advertising has not potential account conflicts.

7. In the past three years, have you had a contract canceled or not extended due to performance issues? If yes, pleas explain in detail.

RD Thomas Advertising has not had a contract canceled or not extended in the past three years due to performance issues.

From the creative headquarters of

RD THOMAS Since 1988

RDTADV.COM

INTERNAL USE ONLY

○	Greeting
○	Invoice
○	Correspondence
○	Estimate
○	Self-promotion
○	Terms & Conditions
○	Agency of Record
Date	

May 29, 2015

City Of Lubbock Purchasing Department
Attn: Marta Alvarez, Director of Purchasing and Contract Management
1625 13th Street
Lubbock, Texas 79401

Dear Ms. Alvarez

On behalf of RD Thomas Advertising I would like to express our gratitude for allowing us to submit our best and final offer (BAFO) for consideration of award for RFP 15-12323-MA. As President of the company I certify that I am authorized to bind RD Thomas Advertising in a contract with the City of Lubbock. Attached you will find our submitted schedule of rates per your email for the best and final offer.

If you have any questions please don't hesitate to contact me at 806-441-9630 or lloydc@rdtadv.com. I look forward to working with the City of Lubbock.

Sincerely,

Lloyd Caballero
President

1601 South Loop 289 Suite 20 Lubbock Texas 79424 806 795 6399 Phone 800 772 3145 Toll Free 806 795 7366 Fax

May 28, 2015

City of Lubbock, Texas
Advertising and Marketing Services
RFP 15-12323-MA

SCHEDULE OF RATES EXHIBIT A

DESCRIPTION	HOURLY RATE
Design	$ 60.00
Shooting and editing	$ 60.00
Web design services	$ 60.00
Public relations planning & coordination	$ 60.00
Creative and copywriting	$ 60.00
Translation services (print & electronic)	$ 60.00
	COMMISSIONS %
Media (Examples: local television, cable & radio)	% 15
Printing & production (Examples: newspaper, magazine & brochures)	% 15
LIST ANY OTHER HOURLY RATES OR COMMISIONS IN THE SPACE PROVIDED BELOW	
3% of invoice total on pass through costs/invoices such as promotional items.	

All invoices must be itemized, showing the hourly breakdown and commission percentages.

Exbitit C

City of Lubbock, Texas
Advertising and Marketing Services
RFP 15-12323-MA

INSURANCE REQUIREMENTS

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

INSURANCE COVERAGE REQUIRED

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

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

	TYPE	AMOUNT
1.	**Worker's Compensation** The Contractor shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Contractor shall maintain said coverage throughout the term of the Contract and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Contractor maintains said coverage. Any termination of worker's compensation insurance coverage by contractor or any cancellation or non-renewal of worker's compensation insurance coverage for the Contractor shall be a material breach of this Contract." The contractor may maintain Occupational Medical and Disability Insurance in lieu of Workers' Compensation. In either event, the policy must be endorsed to include a wavier of subrogation in favor of the CITY OF LUBBOCK. The Contractor shall also provide to the CITY OF LUBBOCK proof of Employers' Liability in an amount no less than $500,000.	
	Professional Liability	$ 1,000,000 (Combined Single Limit)

The City of Lubbock shall be named a primary additional insured with a waiver of subrogation in favor of the City on all coverage's to include Products and Completed Operations. All copies of the Certificates of Insurance shall reference the project name or bid number for which the insurance is being supplied.

ADDITIONAL POLICY ENDORSEMENTS

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

REQUIRED PROVISIONS

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

a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;

b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;

c. Provide for notice to the City at the address shown below by registered mail;

d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

f. All copies of the Certificates of Insurance shall reference the project name or bid number for which the insurance is being supplied.

NOTICES

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

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

Marta Alvarez, Director of Purchasing and Contract Management
City of Lubbock
1625 13th Street, Room L04
Lubbock, Texas 79401

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

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. 12436 for Advertising and Marketing Services, by and between the City of Lubbock and The Loomis Corporation dba LOOMIS Agency, of Dallas, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
James W. Loomis, City Manager

APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

vw:ccdocs/RES.Contract-Loomis Agency
July 10, 2015

CITY OF LUBBOCK, TX
Advertising and Marketing Services

This Service Agreement (this "Agreement") is entered into as of the ___ day of _____ 2015, ("Effective Date") by and between The Loomis Corporation dba LOOMIS Agency of Dallas, Texas (the Contractor),and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals for Advertising and Marketing Services

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

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

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

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

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

Scope of Work

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

Article 1 Services

1.1 Contractor agrees to perform services for the City that are specified under the General Requirements set forth in Exhibit A. The City agrees to pay the amounts stated in Exhibit B, to Contractor for performing services.

1.2 Contractor shall use its commercially reasonable efforts to render Services under this Agreement in a professional and business-like manner and in accordance with the standards and practices recognized in the industry.

Nonappropriation clause. All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the Agreement, the City will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this Agreement is spent, whichever event occurs first. If at any time funds are

not appropriated for the continuance of this Agreement, cancellation shall be accepted by the contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the date of termination.

Article 2 Miscellaneous.

2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.

2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.

2.3 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.

2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.

2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.

2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.

2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.

2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within thirty (30) days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.

2.9 At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

2.10 All funds for payment by the City under the contract are subject to the availability of an annual appropriation for such 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 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 the contract is spent,

whichever event occurs first. If at any time funds are not appropriated for the continuance of the 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 the contract beyond the date of termination.

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

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

CITY OF LUBBOCK, TX:

Glen C. Robertson, Mayor

CONTRACTOR:

Contractor's Signature

Carl Thomason, Partner

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Jeff McKee, Public Information Officer

APPROVED AS TO FORM:

Chad Weaver, City Attorney

GENERAL REQUIREMENTS

SCOPE OF WORK

The City of Lubbock, hereinafter referred to as "the City", is soliciting proposals for the services of a full-service advertising/marketing agency to assist with a variety of marketing, advertising, and other media campaigns for various City departments. Services may involve a single aspect of a media campaign all the way to a 360 media campaign. Strategies for advertising campaigns may be ATL (Above the Line), BTL (Below the Line), or TTL (Through the Line). Needed advertising means may include, but are not limited to: print; video; audio; online; social media; and billboards/banners. The Offeror will advise on advertising/marketing strategy; content and design of material; prepare the advertising/marketing product; select the appropriate media for advertising; place the buy; and handle the billing. The City will pay the Offeror its hourly rate for these services and will reimburse the offeror the invoiced amount for media buys.

The main priority, goal, and objective for the various City departments would be to determine the best way to reach its target audience for a specific event/program. Specific priorities though will vary by department and by event/program.

Video work could include anything from a 15-second PSA/Promo to a 30-minute or longer informational video. The video work could also include animation. Completed projects could be needed in a variety of media, including digital and DVD.

Offerors are invited to submit demonstrated competence and qualifications of their firm for providing these services. The information contained within this document is intended to provide interested firms with the requirements and criteria that will be used to make the selection.

The offerors will be required to furnish the following with their proposals:

A. Hourly fee for agency services.
B. Name of the account executive who will handle the account.
C. Commission percentages on all placed media, printing and production.
D. Please include any languages, if any, that your company can translate into, and how much the translation services cost.
G. Proposed method for handling billing with the City of Lubbock.
H. Offeror's demonstrated ability with effective advertising: print publications, video production, and online/social media campaigns. See evaluation criteria.
I. One original and five copies of proposal, clipped on or in notebook.
J. In order to maintain consistent branding across the organization, final projects proofs need to be reviewed by the Public Information Office in addition to the requesting department.

CONTRACT TERMS AND CONDITIONS

It is understood that any resulting contract executed will contain the following Indemnification and Release language:

a) Indemnification

It is further agreed that the Contractor (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury

to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

b) Release

The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

c) Contract Term

The period of this contract shall be for one year contingent upon City Council approval. This contract may be renewed at the expiration of its term by agreement of both parties. Such renewal may be for (4) four additional one-year periods, if agreeable to all parties for a total contract length of five years.

1.1 Notice of Intent to renew will be given to the Offeror in writing by the City Director of Purchasing and Contract Management, normally 60 days before the expiration date of the current contract. (This notice will not be deemed to commit the City to a contract renewal.)

1.2 It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the City of Lubbock City Council. In the event that the City of Lubbock City Council does not grant necessary funding appropriation/program approval, then the affected multiyear contract becomes null and void effective October 1 of the fiscal year for which such approvals have been denied.

1.3 This contract shall remain in effect until the expiration date, performance of services ordered, or termination of either party with a sixty (60) day written notice by either party prior to any cancellation. Such written notice must state the reason for cancellation.

SUBMIT TO: CITY OF LUBBOCK Purchasing & Contract Management 1625 13th Street, Suite 204 Lubbock, TX 79401-3830	**CITY OF LUBBOCK, TEXAS** **REQUEST FOR PROPOSAL** **15-12323-MA**
CONTACT PERSON: **Marta Alvarez**	
TEL: 806.775.2169 FAX: 806.775.2164http://purchasing.ci lubbock.tx.us	AN EQUAL OPPORTUNITY EMPLOYER

TITLE: **Advertising and Marketing Services**	SUBMITTAL DEADLINE: **April 27, 2015, 3:00 p.m. CST**
PRE PROPOSAL DATE, TIME AND LOCATION: Deleted	*Any proposals received after the time and date listed above, regardless of the mode of delivery, shall be returned unopened.*
RESPONDENT NAME: Carl Thompson	IF RETURNING AS A "NO RESPONSE", PLEASE STATE REASON.
MAILING ADDRESS:17120 Dallas Parkway #200	
CITY – STATE – ZIP: Dallas, Texas 75248	The City of Lubbock appreciates time and effort in preparing proposals. All Offerors should familiarize themselves with the INSTRUCTIONS TO OFFERORS and GENERAL REQUIREMENTS in the RFP.
TELEPHONE NO: 972-331-7000	The City of Lubbock reserves the right to accept or reject any and all proposals in whole or in part and waive any informality in the competitive proposal process. Further, the City reserves the right to enter into any contract deemed to be in the best interest of the City.
FAX NO: 972-331-7001	It is the intent and purpose of the City that the request permits competitive proposals. It is the Offeror's responsibility to advise the City of Lubbock Director of Purchasing and Contract Management if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in the RFP to a single source. Such notification must be submitted in writing and must be received by the Director of Purchasing and Contract Management no later than five (5) business days prior to the above submittal deadline.
E-MAIL: Carl.Thompson@theloomisagency.com	
FEDERAL TAX ID NO. OR SOCIAL SECURITY NO.	

THE OFFEROR HEREBY ACKNOWLEDGES RECEIPT OF AND AGREES ITS PROPOSAL IS BASED ON ANY ADDENDA POSTED ON BIDSYNC.COM____ YES____ NO

The City of Lubbock Charter states that no officer or employee of the City can benefit from any contract, job, work or service for the municipality or be interested in the sale to the City of any supplies, equipment, material or articles purchased. Will any officer or employee of the City, or member of their immediate family, benefit from the award of the contract to the above firm?__ YES_____ NO

IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED OFFEROR HAVING EXAMINED THE REQUEST FOR PROPOSAL, AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, HEREBY SUBMITS THE FOLLOWING. AN INDIVIDUAL AUTHORIZED TO BIND THE COMPANY MUST SIGN THE FOLLOWING SECTION. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION.

By my signature I certify that the offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree that if the offer is accepted, the Offeror shall convey, sell, assign, or transfer to the City of Lubbock all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Texas for price fixing relating to the particular commodity(s) or service (s) purchased or acquired by the City of Lubbock. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the vendor.

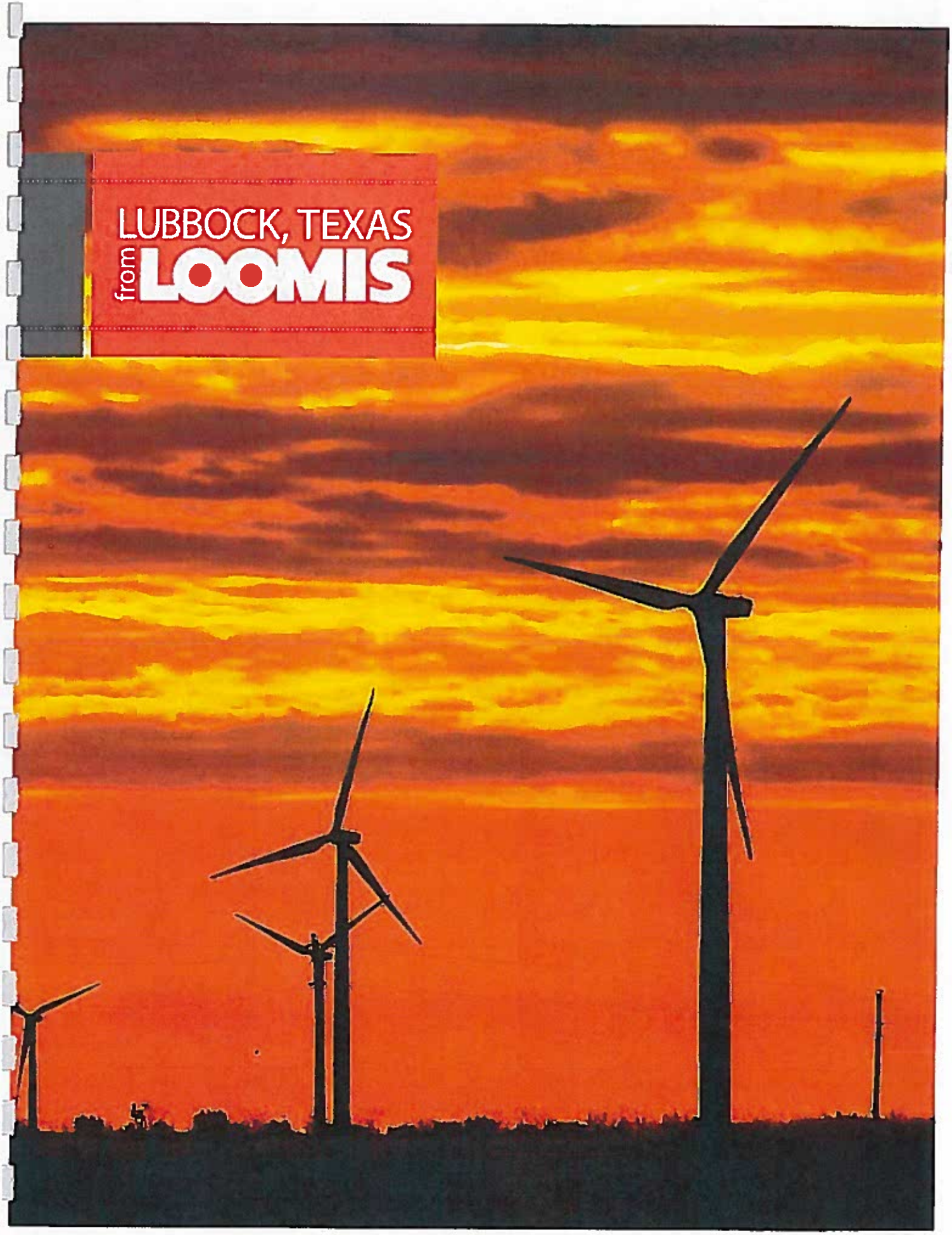
Carl Thompson
Authorized Signature

PARTNER
Title

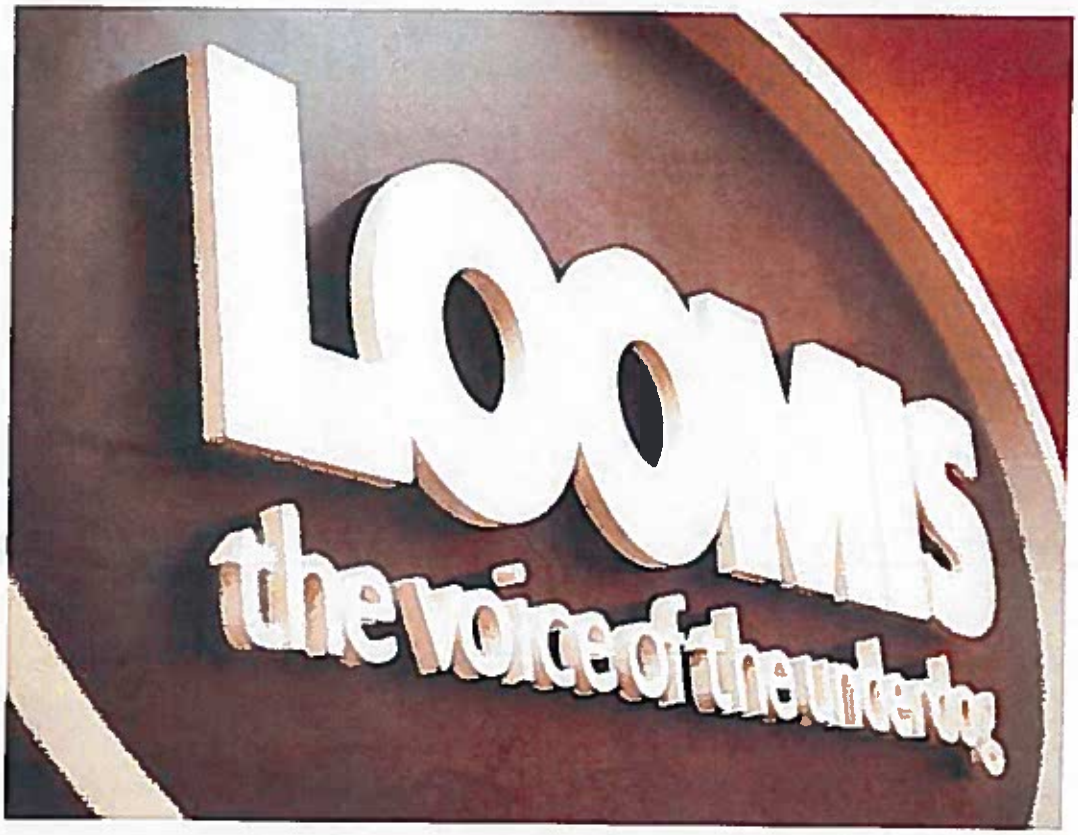
CARL THOMPSON
Print/Type Name

4-20-15
Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.


LUBBOCK, TEXAS
from LOOMIS

contact **us**



LOOMIS

17120 DALLAS PKWY., SUITE 200
DALLAS, TX 75248
carl.thompson@theloomisagency.com
THELOOMISAGENCY.COM
972.331.7000

contents

2 Contact Us

4 Thank You from LOOMIS

6 Samples of Work

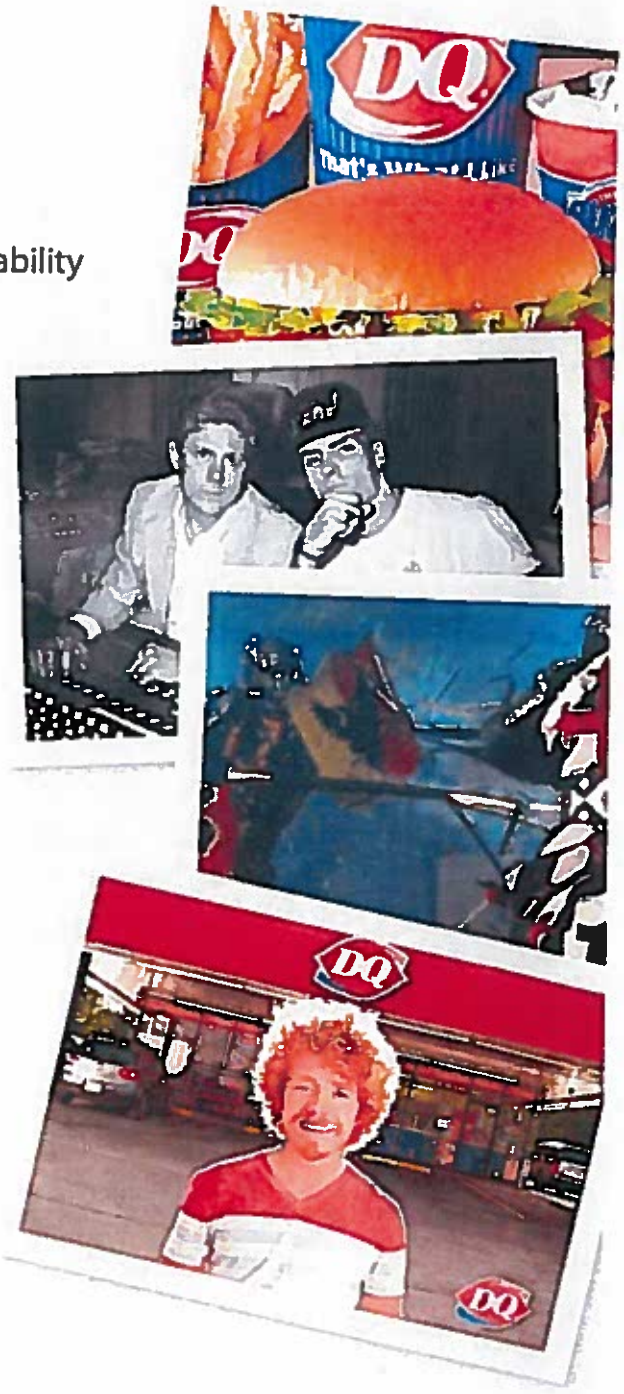
11 Questionnaire

27 Business Services, Philosophy & Financial Stability

40 Cost

42 References

44 Appendix



I

THANK YOU FROM LOOMIS

thank **you**

To the Honorable Mayor and City Council,

We couldn't be more pleased to submit our credentials to you and the selection committee for you to review. Our enthusiasm for the opportunity is reflected in this response along with creative capabilities we believe are well-suited to be a great partner with Lubbock.

We know what it takes to draw a crowd, as you'll recognize from the work we've chosen to share with you. We've selected cases for Dairy Queen and Papa John's because both provide strong answers for your selection criteria. These campaigns illustrate our ability to create memorable and effective creative.

We believe that Lubbock is a bit of a hidden gem in Texas that has immense upside potential in terms of increased tourism and economic development. We would love to be part of that process and think we have the team here to make it happen. Several team members even are proud Texas Tech alums who hold a really special place in their hearts for "THE HUB CITY."

Also, you may be surprised to read about our audiovisual production capabilities. Our investment in these facilities is a deliberate demonstration of our commitment to creating and producing truly outstanding creative work. These tools also allow LOOMIS to deliver on our mission to support clients with high-quality, cost-effective product on in the most cost-efficient manner possible. We've yet to meet a client who didn't appreciate cost-effective solutions from their marketing partner.

Thank you for your consideration. We sure hope to meet you soon.

Sincerely,



Carl Thompson
Partner, LOOMIS

11

SAMPLES OF WORK

6

III

QUESTIONNAIRE

№1
the **LOOMIS** difference

WHAT SEPARATES US FROM OTHER AGENCIES?

Our challenger brand marketing.

Our challenger brand marketing allows us to outthink rather than outspend the competition. We help make your marketing resources go further with ideas that create authentic competitive advantages. Our imperative is to invent unique communications strategies rather than mimic others. We believe challenger brands can be a force for a change.

LOOMIS HELPS
CHALLENGER BRANDS
WIN

№2
services

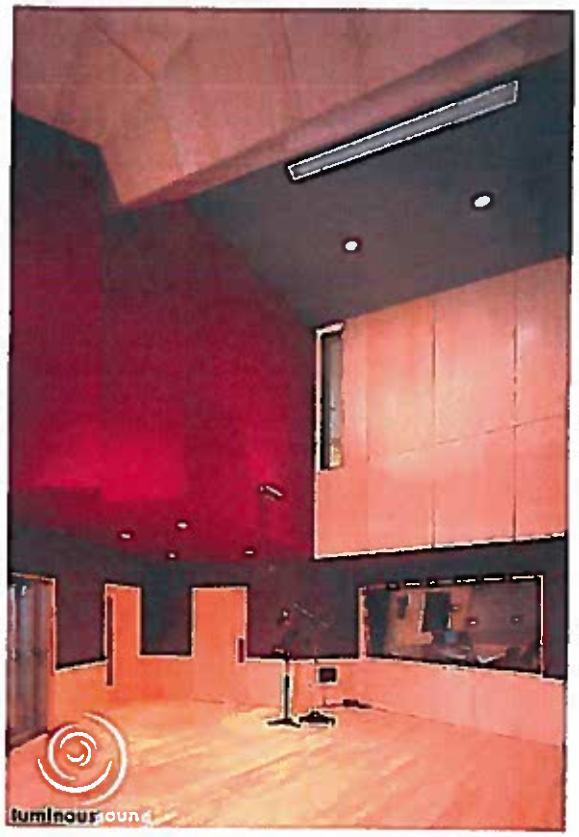
LOOMIS DOES THAT

Most full-service agencies offer very similar services. Agencies supporting sophisticated clients need strong resources for engaging customers on their terms, and those terms are expanding all the time. Our strategy, research, creative, media, digital and social resources are constantly evolving to keep our clients in front of their customers wherever they may be and whenever they are there. That's par for the course in the agency world nowadays.

INTEGRATED COMMUNICATIONS
BROADCAST
DIGITAL
AUDIO
PRINT
VIDEO
SOCIAL
IN STORE
OUT OF HOME
DIRECT & LOYALTY
MOBILE
EVENTS
SALES SUPPORT
INTERNAL COMMUNICATIONS

BUT WE ALSO DO THIS...

Because content is king in today's interactive ecosystem, our state-of-the-art broadcast production studio and video editing suite represent a cost-effective way for our clients to keep their content fresh and relevant.







SOUND STUDIO

LUMINOUS SOUND STUDIOS is Dallas's premier studio for world-class music, sound engineering and client service, but our reputation doesn't stop there. Between the coasts and outside of Nashville, there's no other studio in the U.S. that offers what we do.

...AND THIS

VIDEO SUITE

SEE SPOT RUN is a video editorial boutique specializing in all aspects of video production. The SSR team excels at projects of all sizes and scope, executing turnkey video productions from start to finish. Whatever your creative need, SSR can shoot it, cut it, animate it, and with our Luminous Sound team, mix it! We approach every job as a creative partnership with one goal: creating the best work possible and engaging content across all media channels.







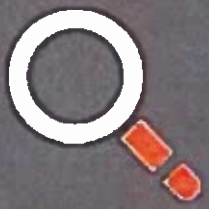
№3
creative process



1 > INPUT & DISCOVERY SESSION

Goal: Identify the problem to solve

Agency team collaborates with client to clarify specific challenges and measurable goals for the assignment. Clear articulation of the problem to be solved through advertising is critical from the start. Sometimes this requires additional research (Step 2). Deliverables, timing, and budget parameters are clearly defined. Details are summarized and reflected in a Creative Brief.



2 > RESEARCH

Goal: Ensure we have complete understanding of problem and context

There are a lot of questions that need good answers in order to arrive at the best creative solutions. Sometimes that information is readily available, and other times it requires additional primary or secondary research to uncover. Research will either confirm or enhance our understanding of the target mindset, unique appeals that resonate, competitive approaches, marketplace conditions, media options and more. Smart creative solutions evolve from good intelligence.



5 > REDUCTION

Goal: Focus on further development of most promising solutions

Good creative teams generate a lot of ideas, but not all are created equally. Some show more potential than others and this is where we reduce the volume of ideas and sort them out with favor and focus given to the very best for further development and refinement. Our team always presents a minimum of three strong concepts with tight examples of each expressed as representations of the final deliverable.



6 > PRESENTATION

Goal: Invite the client into the creative process through sharing of smart solutions

This is where our process differs from conventional approaches. Our team considers the presentation of concepts to be simply another stage in the creative process. Often, we've nailed the assignment and the challenge is to pick the best of those presented. We always make a well-supported recommendation, of course. Occasionally, the ideas we share stimulate more thinking from our clients. We welcome the collaboration that occurs. We find that candid collaborative exchange of ideas can result in even better thinking — and that's always the goal.

№3

creative process







3 > TEAM BRIEFING

Goal: Achieve clarity and complete alignment on assignment and key learning

The briefing session serves as a green flag for the team to begin working on creative solutions. The client-approved Creative Brief is reviewed, key insights are discussed, all questions answered and the team is set to begin.

4 > IDEA GENERATION & CONCEPT DEVELOPMENT

Goal: Develop an array of potential creative solutions that solve the problem

The team goes to work brainstorming solutions. The idea generation process does not reduce neatly to a specific framework or model, but "success favors the prepared mind," as a famous French microbiologist once said. The team's effort is focused on generating a range of solutions for consideration.







7 > REVISIONS

Goal: As required, continue collaborative process until everyone is convinced we have the very best solution

The creative process requires cycles of repetition and building. Our own iterative process may result in a highly promising idea that requires further development upon presentation. As Mark Twain said, "There is no great writing, only great rewriting."

8 > PRODUCTION

Goal: Development and execution of campaign elements according to LOOMIS production process

Once we have our final creative solution, the team begins working through our production process, which is designed and engineered to deliver campaigns on time and on budget across all delivery channels. Our production process is managed by channel experts (broadcast, digital, print, etc.) who are supported by the industry's leading process management program. Clients have constant access to this process so they can monitor and participate in the process as needed.

A WORD ON CAMPAIGN MEASUREMENT

The Creative Brief always includes specific information on our clients' key performance indicators. Reporting and analysis are essential for evaluating the effectiveness of marketing communications programs. As an agency, we're strong proponents of measurement. Good measurement feedback loops inform and improve the creative process, and validate the important contributions of marketing communications. Our team can help you build a system for measuring campaign effectiveness if you don't already have one.

№4

DQ **case study**

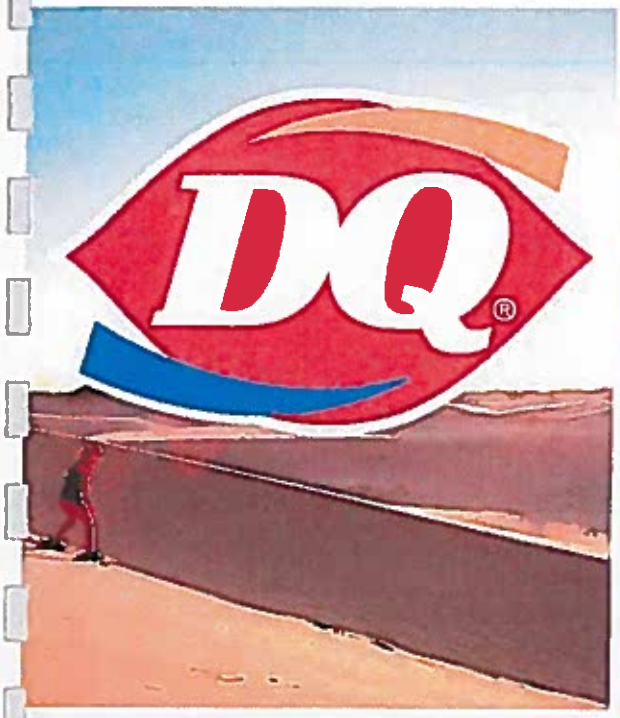
"DQ. THAT'S WHAT I LIKE ABOUT TEXAS."

CATEGORY: Multiunit QSR
ASSIGNMENT: Annual advertising campaign, promotions
UNITS: 581
TARGET: Families with kids at home, rural markets
ANNUAL BUDGET: $14.2MM

WE DID THIS

The local Dairy Queen feels like home in smaller towns all over Texas, which is why so many people have fond family memories set in a DQ. In fact, our research confirmed this and also yielded the insight that Texans consider DQ to be an authentic Texas brand. Eighty percent of native Texans believe DQ was started in the Lone Star State. It wasn't. That honor goes to Illinois. This fact didn't stop us from authoring a campaign taking full advantage of the legendary affinity Texans have for their home state.

Our team planned and placed more than $100 million in state advertising on behalf of DQ generating enormous audience exposure. It's no overstatement to say the "DQ, That's What I Like About Texas" campaign and accompanying brand song are famously familiar advertising in Texas today. The best part is that LOOMIS helped double the average store's sales, and took the 600 Texas stores from lagging the rest of the nation to leading it. We helped Texas DQ draw enough customers to help them grow from $236 million in annual revenue to approximately $550 million. Today, more Texans make DQ their destination than ever before.


DQ

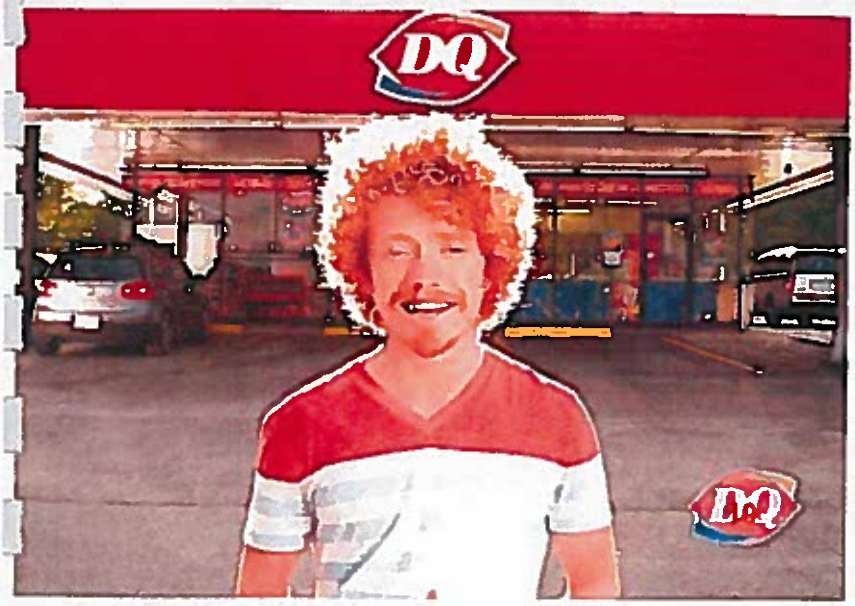









DQ
Smoothie


DQ
DQ



№4

DQ **case study**

Situation

When we took over marketing and advertising for Dairy Queen in the state of Texas, the company had some real problems on its hands. After several years of executing an inadequate advertising strategy, DQ had lost considerable market share, and their same store sales were consistently running in negative territory. Two years before LOOMIS was awarded their business, DQ had been forced to close more than 300 stores in the state due to poor performance. Many of the remaining 581 stores were not run well, and a general sense of apathy and even an air of hopelessness had permeated the mindset of many Texas operators. Worst of all, from the customer's perspective, Dairy Queen was a dying brand in the Lone Star State.

Consumer Insight

Our research turned up an important insight for Dairy Queen that we used to help put the brand back on track. They were missing out on a critical customer connection that was unique to their brand. More than 80 percent of people born in the state of Texas believe that DQ is a Texas-only brand. In fact, more has been written about Dairy Queen in books and magazines like *Texas Monthly* than any other restaurant brand. We discovered through our research that Texans feel a connection to the brand that is absolutely unique among fast food brands. More importantly, this connection could be leveraged in advertising to strengthen the bond between customers and the brand. And that's exactly what we did for 11 years with great success.

Creative Solution

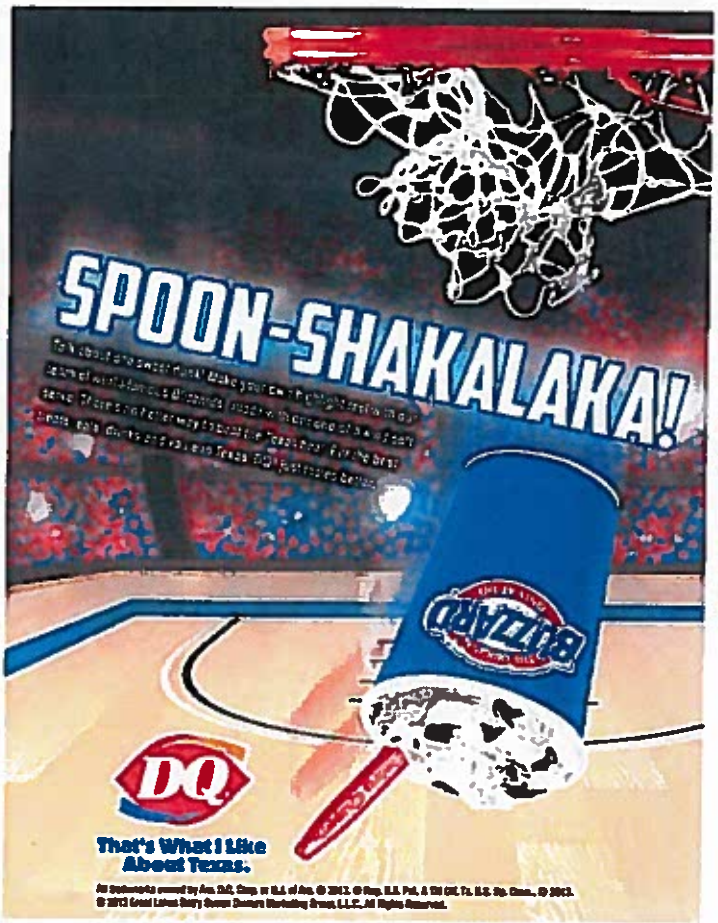
"DQ, That's What I Like About Texas" is a brand theme line that celebrates the brand's iconic "favorite son" status in Texas culture. And, most importantly, it resonates deeply with DQ customers. We set the theme line to a memorable music track to boost brand awareness and aid recall, and we carefully selected the voice for the brand—it had to be warm and friendly, and, of course, authentically Texan.

Results

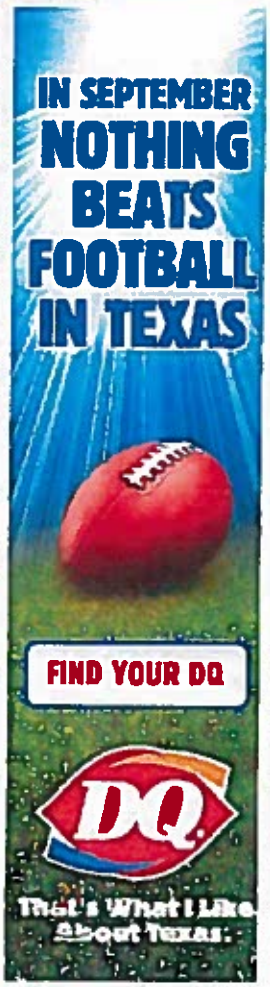
We consistently supported the campaign with 12 unique promotions and 52 weeks of TV in 24 Texas DMAs. The results were superb. From 2003 to 2012, we helped Texas DQ grow comp sales by more than 65 percent—no small feat in a category that inches out growth at 2–3 percent annually during good times. The Texas DQ stores represent 15 percent of the DQ system, and we led the nation in comp store sales increases from year one. Average store unit volume grew by roughly the same percentage over this period to nearly $900,000. When we started, Texas DQ had a single $1 million store. Today, there are 102 $1 million stores, and three $2 million stores.

SEE THIS CASE STUDY VIDEO ONLINE HERE: http://bit.ly/1dPU2l1


DQ
That's What I Like About Texas.
"It's Good!"


SPOON-SHAKALAKA!
DQ
That's What I Like About Texas.


YOU KNOW WHAT I LIKE ABOUT TEXAS?
IT'S A SURFER'S PARADISE!
BLIZZARD
FIND YOUR DQ
That's What I Like About Texas:


IN SEPTEMBER
NOTHING BEATS FOOTBALL IN TEXAS
FIND YOUR DQ
DQ
That's What I Like About Texas:


BUT
YOU KNOW WHAT'S A CLOSE SECOND?
FIND YOUR DQ
DQ
That's What I Like About Texas:


THE DQ
BACON GUACAMOLE CRUNCH
HUNGR-BUSTER COMBO!
TRY ONE FOR A LIMITED TIME!
FIND YOUR DQ
DQ
That's What I Like About Texas:

№4

Papa John's **case study**

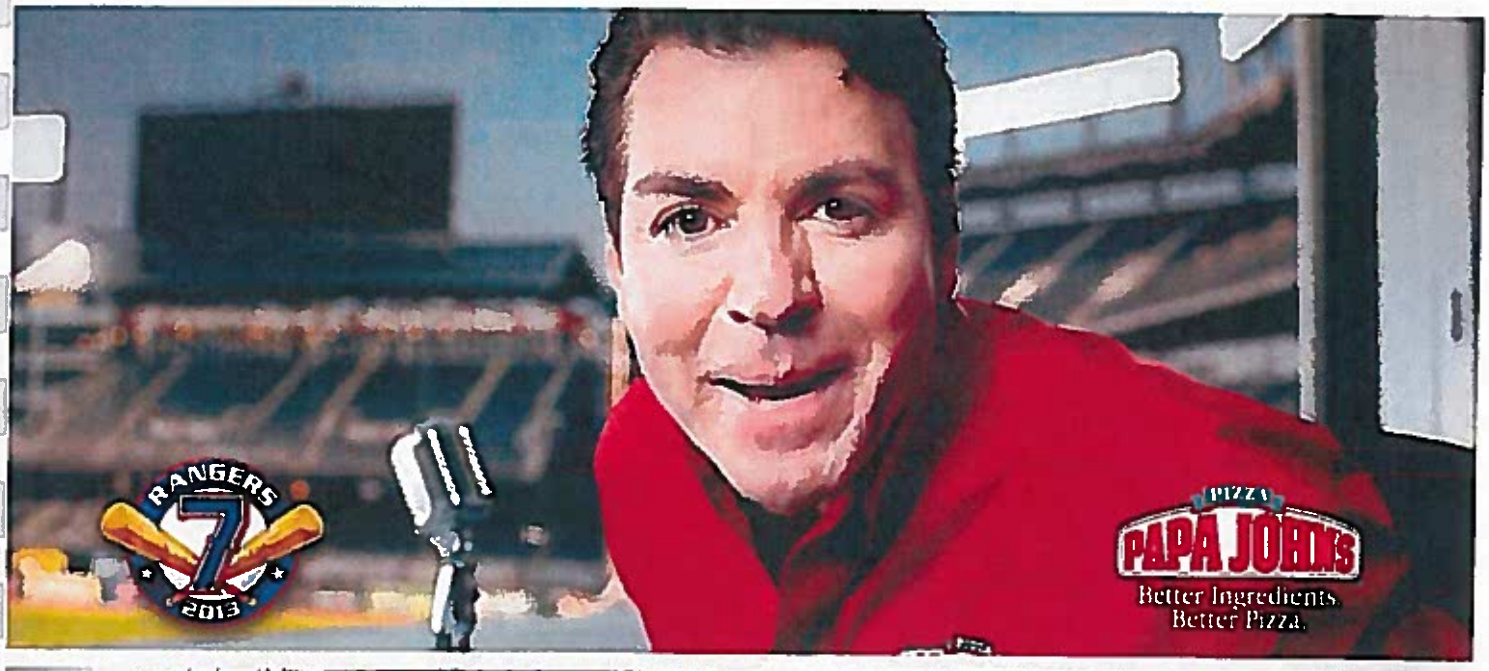
PAPA JOHN'S PIZZA "COWBOYS 5-STAR COMBO"

CLIENT SINCE: 2006
CATEGORY: Multiunit pizza chain
ASSIGNMENT: Annual football season promotion
(a large specialty pizza plus a 2-liter Pepsi for $10.99)
UNITS: 115
TARGET: Families with kids at home, urban markets
PROMOTIONAL PERIOD BUDGET: $450,000

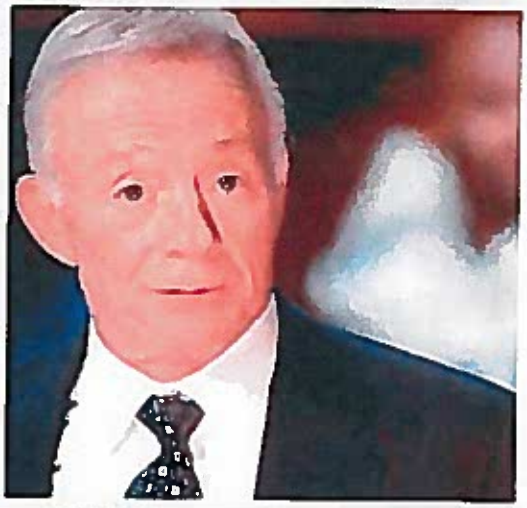
MULTI-PLATFORM MEDIA CAMPAIGN

Football and baseball teams know how to draw a crowd. And legendary Cowboys team owner and LOOMIS client Jerry Jones likes nothing better than drawing a crowd. As the Papa John's system's largest franchisee, Jones is happy to lend his own brand to our regional advertising on their behalf, and has starred in our campaigns over the years.

PAPA JOHN,S TELEVISION>>


RANGERS
7
2013
PIZZA
PAPA JOHN'S
Better Ingredients.
Better Pizza.


COWBOYS
5 STAR COMBO
$10.00
PAPA JOHN'S















№4
Papa John's **case study**

Situation
Our promotional efforts for Papa John's Pizza include a perennial fall fan favorite called the Cowboys 5-Star Combo. The deal is great, but the budget for this promotion is always modest by industry standards. Part of our job is to help Papa John's get the most out of their media budget. Our philosophy is that the more memorable the creative, the harder the media budget works.

Consumer Insight
We know from research that top-of-mind awareness and price drive pizza consumption. We also know that pizza is generally a low-interest product. Generating top-of-mind awareness for low-interest products calls for bold creative.

Creative Solution
This is where having America's most famous football team owner as a creative asset comes in handy. But simply having a celebrity to work with doesn't ensure success. Using celebrities effectively poses many creative challenges. In this case, the creative concept featured the no-nonsense team owner in an absurdly improbable, highly memorable way. Jerry Jones starred in the spot as the newest hip-hop sensation. Take a look at our website if you haven't seen (or heard) the spot. The track was written, composed and produced by our team, and Jerry gave it everything he had at the shoot.

Results
The result was creative that broke through like a Pro Bowl running back. Through the course of the regular season promotion, the TV spot was picked up, replayed and talked about on local and national media to the tune of $2.8 million in incremental free media exposure.

Best of all, Papa John's broke sales records with the promotion.

Sales for the combo special eclipsed $15.8 million in just three markets.

№4
Papa John's **case study**









Papa John's print & digital

№5

Municipality Experience

The LOOMIS agency is not currently working with any municipality on an ongoing basis. The agency has in the past, worked with various destinations both in and out of state on specific campaigns designed to increase visitation.

One of our principals, Carl Thompson has valuable direct category experience having led the Arlington CVB campaign for several years while working for another agency here in Texas.

№6

Any Conflicts?

LOOMIS does not have any potential account conflicts.

№7

Performance History

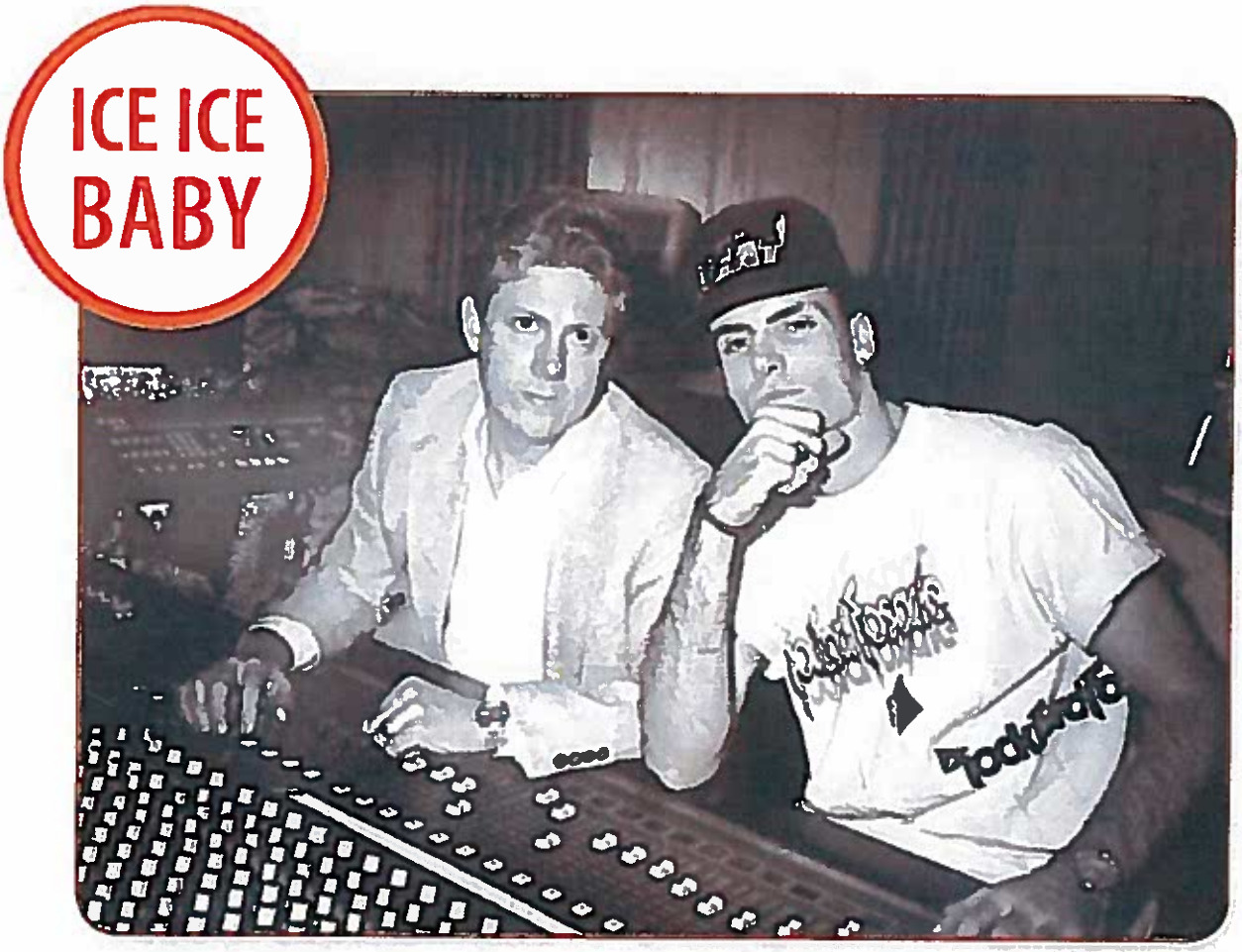
We are pleased to report that we have not had any contract canellations due to performance issues.

IV

BUSINESS SERVICES, PHILOSOPHY & FINANCIAL STABILITY

27

AN AGENCY BUILT BY AN ENTERTAINER



One afternoon in 1989, a scrappy teenager walked through Paul's studio door and asked him to take his album project pro bono.

After graduating from one of the nation's premiere music programs, Paul Loomis took his talent on the road as the composer keyboardist for a band with big ambitions. He quickly learned, however, that life on the road wasn't well suited for nurturing his young marriage, so he turned to a profession only slightly more stable. Paul went to work for a local advertising agency composing and producing brand music. His tunes quickly turned into hits for many local advertisers, and in 1984, Paul struck out on his own. He opened a modest music production studio—very modest. Setting up shop in his guest bedroom, Paul toiled day and night writing music and running musicians in and out of his home for recording sessions.

PAUL USED THE EARNINGS FROM HIS WORK ON THE *TO THE EXTREME* ALBUM FEATURING THE HIT "ICE ICE BABY" TO BUILD HIS DREAM STUDIO.

Soon, the quality of Paul's work distinguished him as the best in Dallas, and he had more clients visiting his home than his wife would tolerate. In 1988, he built a small studio in a commercial warehouse district. The work kept coming, and before he knew it, local advertisers and popular recording artists filled out Paul's client roster.

One afternoon in 1989, a scrappy teenager walked through Paul's studio door and asked him to take his album project pro bono. Paul agreed on the condition that he earned a small percentage on any sales the long-shot project might generate. A year later, the world was introduced to rap sensation Vanilla Ice.

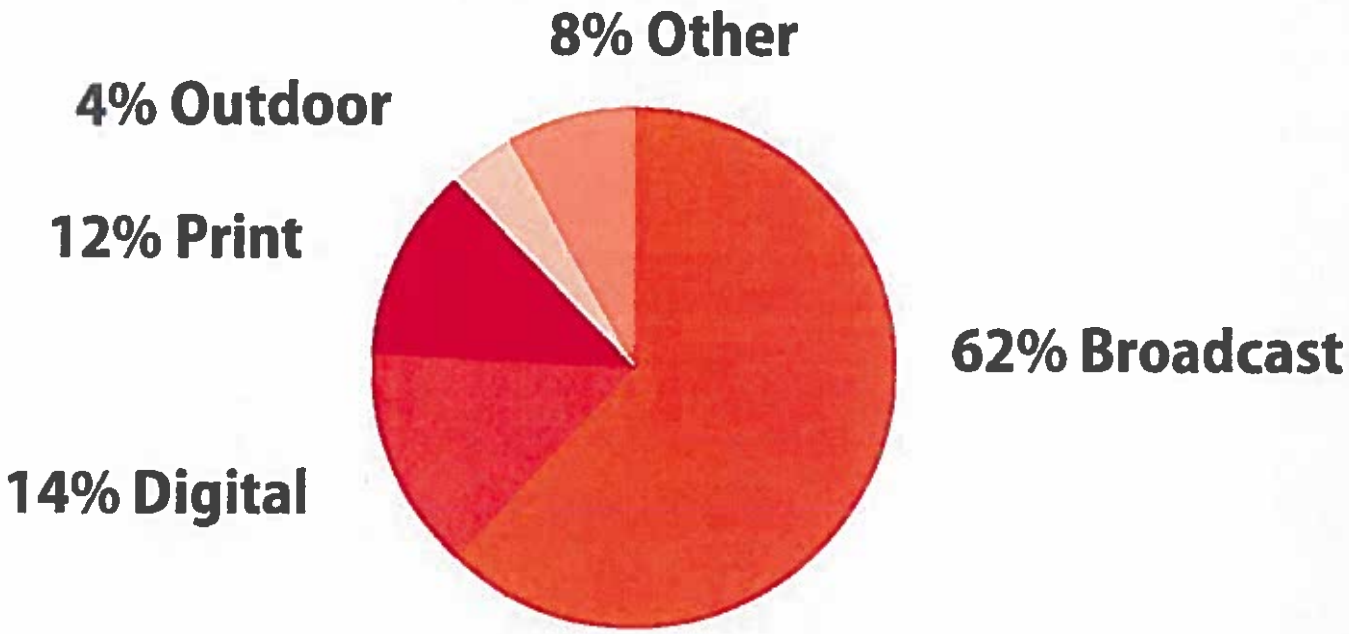
Paul used the earnings from his work on the *To The Extreme* album featuring the hit "Ice Ice Baby" to build his dream studio across town on the Dallas North Tollway. As the company expanded, his client base became more sophisticated, requiring a broader service offering and greater advertising expertise. A strong media team and creative talent were added in the 90s to complement the skills of rising account service star Julie Ondrusek. Now a 20-year LOOMIS veteran and agency partner, Julie was the first best thing to happen to the agency.

Paul's second great fortune was successfully recruiting Michael Tuggle, a talented creative director well known in Dallas for his exceptional work on brands such as American Airlines and JC Penney. Shortly thereafter, Michael introduced Paul to Mike Sullivan, a long-time friend who was leading an Omnicom Agency. In 2000, Mike joined LOOMIS as Paul's partner and president, and the agency entered a period of significant transformation that took it from handling a local retail client base to focusing on regional and national advertising clients.

Today, LOOMIS is a unique blend of advertising and entertainment. On the first floor, visitors to our office discover a world-class music production facility that's hosted notable artists such as Blake Shelton, Pat Green, Lady Gaga, Kirk Franklin, and scores of others. On the second floor, LOOMIS is all advertising, all the time. The agency has created many record-setting campaigns for clients over the years, and LOOMIS embraces a progressive, lifelong learner mindset focused on keeping the beat alive for many years to come.

just the **facts**

BILLINGS > $43MM
TEAM MEMBERS > 52



HEADQUARTERED IN DALLAS, TEXAS

THE COMPANY WE KEEP

With a wealth of advertising experience, we know precisely what it takes to move people to a specific destination and brands in the right direction.

Long John Silver's

PIZZA PAPA JOHN'S
Better Ingredients. Better Pizza.

Tuesday Morning

ct CARBON THOMPSON

GOLDEN CHICK

RugDoctor
Clean deeper. Feel better.

VIVERAE

FirstUnited

Medieval Times
DINNER & TOURNAMENT

Murphy's DELI

SUN TAN CITY
let yourself shine

VooDoo BBQ & Grill



WE STAND FOR CHALLENGER BRANDS

Our mandate is to outthink rather than outspend the competition. We help make your marketing resources go further with ideas that create authentic competitive advantages. Our imperative is to invent unique communications strategies rather than mimic others. We believe Challenger Brands can be a force for change.

"As long as you think and act as if you're coming from behind, you have a shot at staying ahead."

MICHAEL EISNER, *WORKING TOGETHER: WHY GREAT PARTNERSHIPS SUCCEED*

That's what LOOMIS is all about. We help challengers find their hidden strengths and create ideas that turn them into real marketplace advantages. Challengers don't win by copying competitors, so we invent new communications strategies tailored to each client's unique market perspective, and then we deliver work that moves customers.

That's why we say LOOMIS is The Voice of the Underdog.

WHAT DOES THIS MEAN FOR OUR CLIENTS?

As a challenger brand agency, our collective mindset is oriented around the following principles:

1. **We start with the business problems and build communications strategies to address them > challengers focus on the right business questions first.**

2. **We challenge conventional thinking in service of superior performance > challengers don't chase competitors.**

3. **We get big work out of modest budgets > the challenger mantra, "Outthink the competition, don't outspend them."**

4. **We maintain vigilant focus on execution > challengers can't afford mistakes.**

5. **We generate significant measurable incremental media value > challengers need to make their budgets go further.**

6. **We always ask "why," and when we find out, we ask again > challengers embrace "intelligent naivety" to identify new ways to win.**

WE'RE WITH THE BAND!



MIKE SULLIVAN, PRESIDENT

Mike is a seasoned advertising professional with expertise in marketing communications strategy development and implementation. Mike's client experience includes American Suzuki Motorcycles, Big A Auto Parts, Blue Cross & Blue Shield, Boomtown Casinos, Brookshire's Grocery Stores, Century Bank, Children's Medical Center, Choice Homes, Community Coffee, Dairy Queen, Fiesta American Resorts of Mexico, First United Bank, Ford Motor Company, Goodyear Tire & Rubber Company, Grand Casinos, Horseshoe Casinos, La Madeleine Country French Cafés, Papa John's Pizza, Pier 1 Imports, Pro Staff, Puerto Vallarta Tourism Council, SBC Communications, Schumacher Custom Homes, Shell Energy, Sleep Experts, Stanley Steemer International and Subway Sandwiches. He has been leading and growing midsized advertising agencies since the early '90s. Mike is also a founding member of the North Texas chapter of the Young Presidents' Organization.

Mike's specialties > communications strategy development & planning, brand development



CARL THOMPSON, PARTNER

With almost 25 years of experience in helping clients develop and implement successful brand strategies, Carl has had the opportunity to work on just about every kind of business out there. His insights and guidance are instrumental in the development of our creative product. Specifically, Carl is responsible for working directly with client senior leadership teams to help understand the challenges and opportunities that are most likely to have a major impact on their brand's potential in the marketplace. Then, with the help of research and other available information, he helps craft the messaging that drives marketing ROI. His specialties include strategic planning, research, account planning, online marketing and branding.

Carl's specialties > marketing strategy, planning, research, brand development

June 1, 2015

RE: BAFO

Marta Alvarez
Director of Purchasing and Contract Management
Purchasing Department
1625 13th Street
Lubbock, Texas 79401

Dear Ms. Alvarez,

Attached on schedule A of our standard billing rates as already provided to you in our original proposal.

There is a second Schedule B representing a "bulk fee" rate of $125 per hour. To qualify for this a client would usually need to commit to a minimum of $30,000 in combined project work during a 12-month period. However, we would be willing to start at the $125 rate and hope that this becomes a long term, mutually productive relationship. This would qualify as our BAFO.

Thank you for the opportunity and consideration to work for the City of Lubbock.

Sincerely,

Julie Ondrusek
COO

17120 Dallas Parkway | Suite 200 | Dallas, Texas 75248 | 972.331.7000

City of Lubbock, Texas
Advertising and Marketing Services
RFP 15-12323-MA

SCHEDULE OF RATES EXHIBIT A

DESCRIPTION	HOURLY RATE
Design	$150.00
Shooting and editing	$150.00
Web design services	$150.00
Public relations planning & coordination	$150.00
Creative and copywriting	$150.00
Translation services (print & electronic)	$90.00
	COMMISSIONS %
Media (Examples: local television, cable & radio)	3% – 15%
Printing & production (Examples: newspaper, magazine & brochures)	N/A
LIST ANY OTHER HOURLY RATES OR COMMISIONS IN THE SPACE PROVIDED BELOW	

All invoices must be itemized, showing the hourly breakdown and commission percentages.

City of Lubbock, Texas
Advertising and Marketing Services
RFP 15-12323-MA

SCHEDULE OF RATES EXHIBIT B

BULK PRICING

DESCRIPTION	HOURLY RATE
Design	$125.00
Shooting and editing	$125.00
Web design services	$125.00
Public relations planning & coordination	$125.00
Creative and copywriting	$125.00
Translation services (print & electronic)	$90.00
	COMMISSIONS %
Media (Examples: local television, cable & radio)	3% – 15%
Printing & production (Examples: newspaper, magazine & brochures)	N/A
LIST ANY OTHER HOURLY RATES OR COMMISIONS IN THE SPACE PROVIDED BELOW	

All invoices must be itemized, showing the hourly breakdown and commission percentages.

Exbitit C

City of Lubbock, Texas
Advertising and Marketing Services
RFP 15-12323-MA

INSURANCE REQUIREMENTS

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

INSURANCE COVERAGE REQUIRED

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

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

TYPE	AMOUNT
1. **Worker's Compensation** The Contractor shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Contractor shall maintain said coverage throughout the term of the Contract and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Contractor maintains said coverage. Any termination of worker's compensation insurance coverage by contractor or any cancellation or non-renewal of worker's compensation insurance coverage for the Contractor shall be a material breach of this Contract." The contractor may maintain Occupational Medical and Disability Insurance in lieu of Workers' Compensation. In either event, the policy must be endorsed to include a wavier of subrogation in favor of the CITY OF LUBBOCK. The Contractor shall also provide to the CITY OF LUBBOCK proof of Employers' Liability in an amount no less than $500,000.	
Professional Liability	$ 1,000,000 (Combined Single Limit)

The City of Lubbock shall be named a primary additional insured with a waiver of subrogation in favor of the City on all coverage's to include Products and Completed Operations. All copies of the Certificates of Insurance shall reference the project name or bid number for which the insurance is being supplied.

ADDITIONAL POLICY ENDORSEMENTS

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

REQUIRED PROVISIONS

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

a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;

b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;

c. Provide for notice to the City at the address shown below by registered mail;

d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

f. All copies of the Certificates of Insurance shall reference the project name or bid number for which the insurance is being supplied.

NOTICES

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

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

Marta Alvarez, Director of Purchasing and Contract Management
City of Lubbock
1625 13th Street, Room L04
Lubbock, Texas 79401

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

Regular City Council Meeting **6. 17.**

Meeting Date: 08/13/2015

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding (MOU) for Law Enforcement Services by and between the City of Lubbock and Texas Tech University.

Item Summary

The purpose of this MOU is to assist in providing additional law enforcement officers and equipment necessary to protect health, life, and property against violations of criminal law and breaches of the peace and in particular, sexual assault investigations of such offenses occurring on or off Texas Tech property involving Texas Tech students. This MOU is also the desire to improve the efficiency and effectiveness of their police departments by cooperating in the provision and performance of law enforcement services.

Fiscal Impact

None

Staff/Board Recommending

Jerry Brewer, Chief of Police

Attachments

Resolution - MOU

Law Enforcement Services - MOU

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, the **Memorandum of Understanding For Law Enforcement Services by and between the City of Lubbock and Texas Tech University,** and related documents. Said Memorandum of Understanding is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Jerry Brewer, Chief of Police

APPROVED AS TO FORM:

_____
John C. Grace, Assistant City Attorney

S:\cityatt\CCDOCS\RES.MOU with TTUPD May 2015.doc

THE STATE OF TEXAS §
§ Memorandum of Understanding For
§ Law Enforcement Services
§ by and between the City of Lubbock,
§ and the Texas Tech University System
§
COUNTY OF LUBBOCK §

This Memorandum of Understanding ("MOU") is entered into on this _____ day of _____, 20_____, by and among the CITY OF LUBBOCK, a home-rule municipality in Lubbock County, Texas, (hereinafter referred to as "CITY") and the TEXAS TECH UNIVERSITY, a university of higher education located at Lubbock County, Texas (hereinafter referred to as "TEXAS TECH") (collectively referred to as the "Part(ies)."
WITNESSETH:

WHEREAS, TEXAS TECH is State of Texas university maintaining and operating facilities within the CITY, and

WHEREAS, TEXAS TECH has commissioned peace officers for security and law enforcement purposes; and

WHEREAS, the CITY and TEXAS TECH each find that this undertaking is necessary for the benefit of the public and that each party has legal authority to provide the governmental functions, which are the subject matter of this MOU, and

WHEREAS, the CITY and TEXAS TECH desire to improve the efficiency and effectiveness of their police departments by cooperating in the provision and performance of law enforcement services; and

WHEREAS, the CITY and TEXAS TECH desire to specify the terms and conditions of an agreement through which this mutually beneficial relationship may be affected; and

WHEREAS, the CITY and TEXAS TECH recognize and understand that the circumstances of an incident may necessitate that the requirements of this MOU be amended or revised to allow the law enforcement officers of each party to better address the unique demands of a specific situation and provide appropriate mutual aid and support to each other, under the circumstances; and

NOW THEREFORE IN CONSIDERATION of the mutual undertaking hereinafter set forth and for adequate consideration given, the above named governmental entities agree as follows:

I. Definitions

The following terms shall have the following meanings when used in this MOU:

(a) "Peace officer" means a person elected, employed, or appointed as a peace officer under Article 2.12, Code of Criminal Procedure, or other law, and licensed by the Texas Commission on Law Enforcement;

(b) "Party" means a governmental entity which is a party to this MOU;

(c) "Chief law enforcement officer" means the chief of police of a municipality and the chief of police of Texas Tech;

(d) "Chief administrative officer" means the city manager or senior administrator of Texas Tech;

(e) "Requesting governmental entity" or "requesting party" shall mean and refer to the contracting governmental entity that requests another party to this MOU for law enforcement services in aid and assistance in responding to an emergency condition within the boundaries of the requesting party.

(f) "Responding governmental entity" or "responding party" shall mean and refer to the governmental entity that answers or responds to request of another party to this MOU for law enforcement services in aid and assistance in responding to an emergency condition within the boundaries of the requesting party.

II. Purpose

The purpose of this MOU is to assist in providing additional law enforcement officers and equipment necessary to protect health, life, and property against violations of criminal law and breaches of the peace and in particular, sexual assault investigations of such offenses occurring on or off Texas Tech property involving Texas Tech students. The Parties recognize and acknowledge that mutual cooperation and communication are in the best interest of their constituents, employees and the public, and the Parties therefore pledge to meet on a periodic basis to discuss the purpose of this MOU and to develop practices and procedures in keeping with this purpose.

III. Primary Jurisdiction and Concurrent Jurisdiction

A. the CITY shall retain primary jurisdiction over property owned by the CITY, and over property located within the CITY's corporate limits and not owned by any other Party.

B. TEXAS TECH shall retain primary jurisdiction, over property owned or under the control of the Board of Regents and located on the main campus.

IV. Requests for Assistance and Response

A responding party may assign its law enforcement officers to perform law enforcement duties outside the responding party's Primary Jurisdiction, subject to the responding party's determination of availability of personnel and at the responding party's sole discretion as to participation, when:

A. requested by the chief law enforcement officer, or his designee, of a requesting party; and

B. the chief law enforcement officer, or his designee, of the responding party has determined, in his sole discretion, that the assignment is necessary to the providing of law enforcement services within the Primary Jurisdiction of the requesting party for the purposes set forth at paragraph II above.

The ranking on-duty peace officer of each party present at the response location shall be deemed the authorizing official for that party.

Any request for aid under this MOU shall include a statement of the amount and type of equipment and number of personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and number of personnel to be furnished shall be finally determined by the responding party's chief law enforcement officer or his designee. Requests for aid shall be directed to the attention of the following named persons or officers of each respective party, or to such other persons or officers as a party may hereinafter designate:

A. City of Lubbock:
Request "Shift Commander," Lubbock Police Department, by dialing the Communications Center: 806-775-2811.

B. Texas Tech University System:
Request "Chief of Police," Texas Tech Police Department, by dialing 806-742-3931.

Law enforcement personnel of the responding party will be released by the requesting party when their services are no longer required as determined by the chief law enforcement officer, or his designee, of the requesting party. The chief law enforcement officer of the responding party, or his designee, in collaboration with the requesting party's chief law enforcement officer, may withdraw his personnel or equipment or discontinue participation in any activity initiated pursuant to this MOU, at any time. Such withdrawal should be made in such a way that it does not pose a threat to the safety or security of the location and/or situation.

V. Status of Responding Peace Officers and Command Authority

While any law enforcement officer regularly employed as such by a responding party is

in the service of any requesting party, he shall at all times remain a peace officer of the responding party and shall be under the command of the responding party's chief law enforcement officer.

VI. Service of Arrest and Search Warrants

Whenever possible, a peace officer of a municipality should notify the police department of Texas Tech before serving any arrest or search warrant on the property of the university. A peace officer of Texas Tech may accompany a peace officer of a municipality when the municipal peace officer is serving an arrest or search warrant on the property of Texas Tech

VII. Responsibility for Completing Investigation

The completion of any investigation upon termination of a response to request, or upon withdrawal from an initiated response, will remain under the jurisdiction and authority of the party having primary jurisdiction, unless otherwise agreed to by the parties.

VIII. Dispatching Calls Between Police Departments

The dispatcher of a party receiving or dispatching a call relating to the provision made for law enforcement services by this MOU will:

A. Maintain a record of calls received, routed and dispatched to any other party to this MOU, which record shall be available to all parties upon request;

B. When referring an emergency caller to a party under this MOU, the dispatcher should advise the caller that the referral is being made and should remain on the line with the caller until a connection is made with the party referred to; and

C. When dispatching a unit to another party's primary jurisdiction, the dispatcher should attempt to notify the dispatcher of the department for the other party as soon as possible.

IX. Payments and Funding

Payments, if any, must be in an amount that fairly compensates the performing party for the services or functions performed under the contract. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

X. No Waiver of Reimbursement for Services

No party to this MOU waives the right granted by Section 362.003(c), Texas Local Government Code, to request reimbursement for services performed under this MOU. The

governmental entity whose authorized official requested the services shall reimburse the governmental entity providing such services upon request, unless the responding entity had jurisdiction to perform the law enforcement services notwithstanding this MOU.

XI. Employee Compensation Unaffected

Any law enforcement officer or other person who is assigned, designated, or ordered by the chief law enforcement officer of the party which regularly employs him, or his designee, to perform police or peace officer duties pursuant to this MOU, shall receive the same wage, salary, pension, and all other compensation and all other rights for such service, including injury or death benefits, and workers' compensation benefits, the same as though the service had been rendered within the limits of the party where he is regularly employed. Moreover, all wages and disability payments, including equipment and clothing, medical expenses, expenses of travel, food, and lodging, shall be paid by the party which regularly employs such person in the same manner as though the service had been rendered within the limits of the party where the person is regularly employed.

XII. Civil Lawsuits and Retention of Benefits Related to Employee Status

In the event that any person performing law enforcement services pursuant to this MOU shall be cited as a party to any state or federal civil lawsuit arising out of the performance of those services, he shall be entitled to the same benefits that he would be entitled to receive if such civil action has arisen out of the performance of his duties as a party of the department where he is regularly employed and in the jurisdiction of the party by which he is regularly employed. Nothing in this MOU 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 MOU.

XIII. Non-Waiver of Immunity

It is expressly understood and agreed that, in the execution of this MOU, no Party waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims made by third parties and arising directly or indirectly out of the performance of this MOU. **THE PARTIES RETAIN ALL GOVERNMENTAL IMMUNITIES.**

XIV. Duration of MOU

This MOU shall be effective for a period beginning on the date first written above and shall thereafter automatically renew for one year terms running from October 1 until September 30 of each year unless terminated in accordance with the terms and conditions of this MOU.

XV. Termination

Any party to this MOU may terminate it, by giving the other parties thirty (30) days prior written notice of its intent to terminate the MOU, mailed by certified mail and addressed to the

person or officer of each other party to this MOU designated herein for notice.

XVI. Performance of Services

Law enforcement services, and all other services reasonably related thereto, which are provided under this MOU shall be performed in accordance with the standard operating procedures, rules, regulations, and ordinances of the department by which each such peace officer or employee providing such services is employed, and in conformity with the requirements and mandates of laws of the State of Texas and the United States.

XVII. Release and Indemnification

To the extent permitted by law each Party to this MOU expressly waives all claims against every other Party to this MOU for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this MOU, and shall, to the extent permitted by law, indemnify each other Party for any liability arising out of the acts or omissions of its own employees and officers.

XVIII. Waiver of Subrogation

The Parties hereby release each other, and their respective officers, agents, and employees, from any and all liability to each other or anyone claiming through or under them by way of subrogation or otherwise for any loss, injury or damage caused by or resulting from risks insured against under any insurance policy maintained by the Parties.

XIX. Remedies

No right or remedy granted herein or reserved to the Parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this MOU may be waived without first obtaining consent of the Parties in writing. Forbearance or indulgence by either Party shall not constitute a waiver of any covenant or condition to be performed pursuant to this MOU.

XX. Severability

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this MOU, are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this MOU shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXI. Applicable Law

This MOU is entered into subject to and is to be construed, governed and enforced under all applicable State of Texas and federal law.

XXII. Venue

The Parties to this MOU agree and covenant that this MOU will be enforceable in Lubbock County, Texas; and that if legal action is necessary to enforce this MOU exclusive venue will be in Lubbock County, Texas.

XXIII. Notice

Notice by any party to any other party hereto shall be in writing and shall be deemed to have been duly given only if delivered personally or sent by registered or certified mail, with proper postage attached addressed to the respective party as follows subject to change as the respective party may hereafter give notice to the other parties:

For the CITY:
Lubbock City Manager
P.O. Box 2000
Lubbock, Texas 79457-2000

With copies to:
Lubbock Chief of Police
P.O. Box 2000
Lubbock, Texas 79457-2000

For TEXAS TECH:
University Counsel
Box 2005
Lubbock, Texas 79409-2005

With copies to:
Texas Tech University Chief of Police
Box 2005
Lubbock, Texas 79409-2005

XXIV. Public Information

This MOU is public information. To the extent, if any, that any provision of this MOU 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. Each party agrees that it will notify the other party of any public information request which seeks disclosure of "law enforcement

tactical information" and will assert a lawful objection or privilege to keep such information confidential.

XXV. No Joint Enterprise

This MOU does not, is not intended to, and shall not be construed to, create any joint enterprise between or among the parties.

XXVI. Entire Understanding

This MOU embodies the complete understanding of the parties hereto superseding all oral or written previous and contemporaneous agreements or understandings between the parties relating to matters herein; and, except as otherwise provided herein, must be modified in writing by the parties, unless the circumstances of a particular situation make such a written amendment impracticable, in which case, the ranking on-duty peace officer of each party present at the response location is authorized to deviate from this MOU as that officer, in his sole discretion, deems necessary and advisable.

XXVII. Authorization

The undersigned officers and agents are properly authorized to execute this MOU on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date first state above.

FOR THE CITY OF LUBBOCK:

By: _____
GLEN C. ROBERTSON, Mayor

ATTEST:

By: _____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

By: _____
JERRY BREWER,
Chief of Police, Lubbock

FOR TEXAS TECH UNIVERSITY:

By: _____
KENNY EVANS,
Chief of Police,
Texas Tech Police Department

APPROVED AS TO FORM:

By: _____
RONALD PHILLIPS,
University Counsel

APPROVED AS TO FORM:

By: _____
JOHN C. GRACE,
Assistant City Attorney

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Regular City Council Meeting **7. 1.**

Meeting Date: 08/13/2015

Information

Agenda Item

Public Hearing at 5:30 p.m. - Finance: Hold a public hearing to consider an ordinance to levy the 2015 assessment for the North Point Public Improvement District (PID), the boundary of which includes the area between Erskine and Ursuline, and between North Quaker to a line east of Frankford.

Item Summary

The purpose of this hearing is to allow the opportunity for property owners in the North Point Public Improvement District (PID) to speak in favor of, or in opposition to, the assessment to be levied in the North Point PID for 2015. The City of Lubbock is required to hold a public hearing annually to levy the assessment. A notice of Public Hearing was published in the Avalanche Journal on Friday, July 24, 2015, and notices were mailed to the property owners on Friday, July 24, 2015, as required by statute.

The proposed assessment rate for 2015 is $0.14 per $100 valuation. This is the same rate as 2014. All property will be assessed for 2015.

Fiscal Impact

None

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Notice - North Point PID Public Hearing

North Point PID Revised

Notice of Public Hearing for the Review of the Assessment Rate for the North Point Public Improvement District

Please take notice that on August 13, 2015, at 5:30 P.M. the City Council of Lubbock, Texas, will conduct a public hearing in the City Council Chamber of Lubbock, 1625 13th St., Lubbock, Texas 79401. The purpose of this hearing is to review the 2015 assessment rate for property owners in the North Point Public Improvement District ("District") pursuant to Chapter 372 of the Texas Local Government Code (the "Act").

All interested persons will be given the opportunity to appear and be heard at such public hearing. Written or oral objections will be considered. The Assessment Roll will be available for viewing in the City Secretary's Office after July 24, 2015.

The following information is hereby provided concerning the matters to be considered at such hearing:

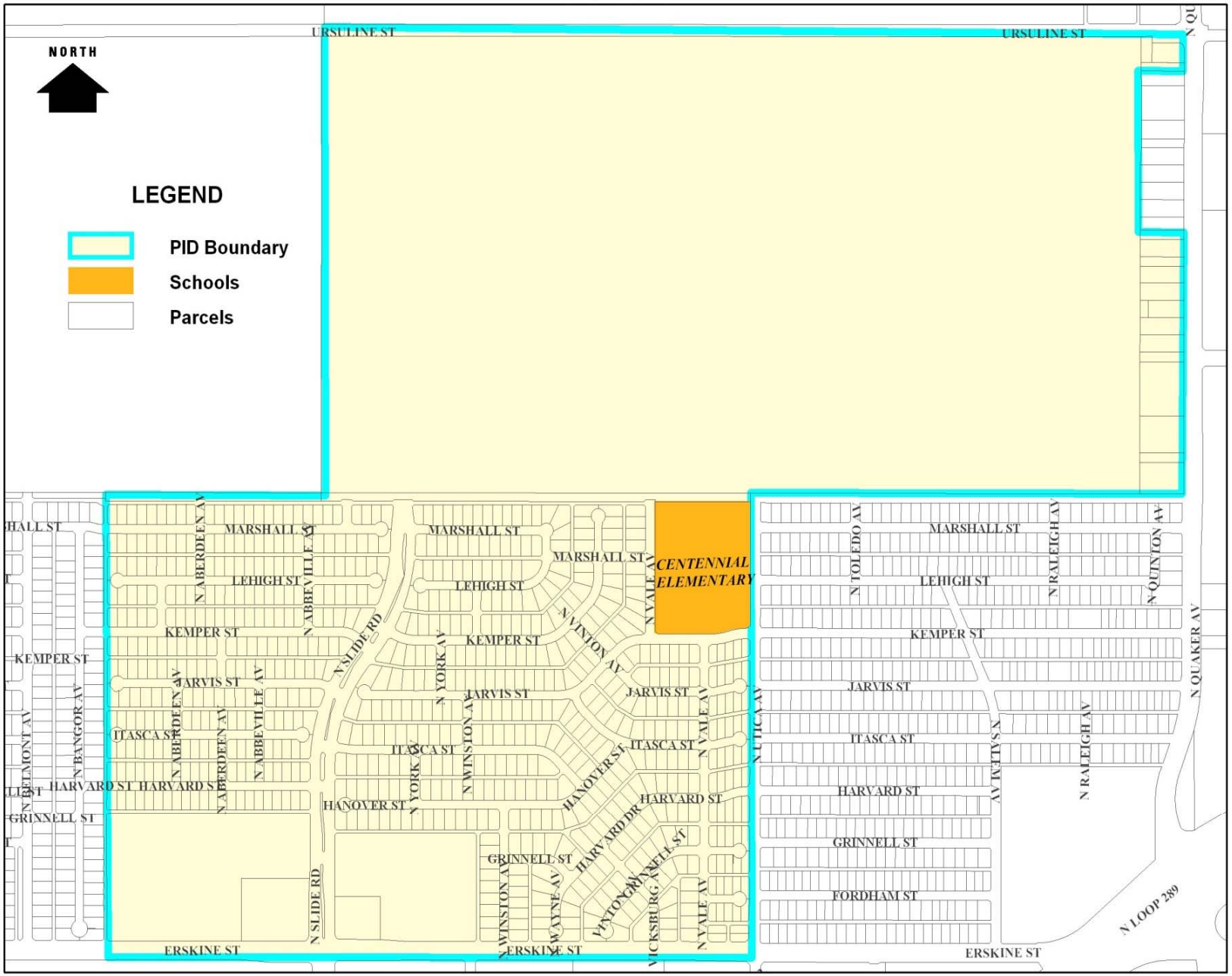
Nature of the Services and Improvements: The general nature of the services and improvements to be performed by the District are to maintain the common areas on North Slide and adjacent right of way, building and maintaining a hike and bike trail located under a utility easement, repair and replacement of amenities, electric costs for entryway lighting, and enhancing and maintaining amenities in the entry stations on North Slide Road, all in accordance with the Act. The District is to supplement and enhance services within the District, but not replace or supplant existing City services provided within the District.

Estimated Cost of the Services and Improvements: The total estimated cost of services and improvements provided by the District is approximately $534,351 over the next five (5) years. The estimated annual cost decreases from $223,206 in FY 2015-16 to $80,628 in FY 2019-20. The District shall not incur bonded indebtedness. The costs are based on a proposed assessment rate of $0.14 per $100.00 of valuation through year 2019.

Boundaries. The District is located wholly within the City of Lubbock, Texas. The North Point Public Improvement District (PID) generally covers the area between Erskine and Ursuline, and between North Quaker to a line east of Frankford. This area is approximately 543 acres. A detailed map of the District and a legal description as well as the Assessment Roll is available in the Fiscal Policy Department in Room 201 at the Lubbock Municipal Building.

Public hearings are available to all persons regardless of disability. If you require special assistance, please contact the City of Lubbock at 775-2985 or write to P.O. Box 2000, Lubbock, Texas, 79457, at least 48 hours in advance of the public hearing.

Any questions concerning the matters described in this notice should be directed to:
Danielle Whitfill, City of Lubbock Fiscal Policy Department, at 775-2985



North Point Public Improvement District

North Point Assessment

- North Point Assessment Rate
  - 2014 Assessment Rate - $0.14 per $100 valuation
  - Proposed 2015 Assessment Rate - $0.14 per $100 valuation

- Assessment Per $100,000 valuation
  - 2004 – 2019 $ 140

Regular City Council Meeting **7. 2.**

Meeting Date: 08/13/2015

Information

Agenda Item

Ordinance 1st Reading - Finance: Consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Point Public Improvement District (PID); approving, adopting, and filing with the City Secretary, the Assessment Roll; closing the hearing and levying assessments based on the revised Service Plan for the cost of certain services and/or improvements to be provided in the District during FY 2015-16.

Item Summary

Each year, the City of Lubbock is required to review classifications for the methods of assessing; approve, adopt, and file the assessment roll (Exhibit C) with the City Secretary; and levy the assessment for the North Point Public Improvement District (PID). This item is preceded by a Public Hearing, which allows property owners in the District to speak in favor of or in opposition to, the assessment rate pursuant to Chapter 372 of the Texas Local Government Code. The proposed assessment rate for 2015 is $0.14 per $100 valuation. This is the same rate as 2014. All property will be assessed for 2015.

The Council is required to review the Service Plan annually and adopt an ordinance setting the assessment rate for the PID. The revised Service Plan is included in the backup.

Exhibit C is available for viewing in the City Secretary's office.

Fiscal Impact

The assessments are deposited into a separate North Point Public Improvement District Fund. The funds raised by the assessment will be used to provide landscape maintenance on the common areas on North Slide and adjacent right of way, building and maintaining a hike and bike trail, repair and replacement of amenities, enhancing and maintaining amenities at the entry stations, lighting, and any other maintenance needed in the District, as well as cover a portion of the costs of administering the PID. The estimated total assessment that will be collected for 2015, based on estimated values, is $105,227.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

North Point PID Assessment Ordinance

ORDINANCE NO. _____

AN ORDINANCE REVIEWING CLASSIFICATIONS FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE NORTH POINT PUBLIC IMPROVEMENT DISTRICT ("DISTRICT"); APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; CLOSING THE HEARING AND LEVYING 2015 ASSESSMENTS FOR THE COST OF CERTAIN SERVICES AND/OR IMPROVEMENTS TO BE PROVIDED IN THE DISTRICT DURING FY 2015-16; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE DISTRICT AND AGAINST THE OWNERS THEREOF; AND PROVIDING FOR THE COLLECTION OF THE ASSESSMENT.

WHEREAS, Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and

WHEREAS, On October 28, 2004 the City Council passed Resolution No.2004-R0543 which made certain findings concerning the advisability of creating the North Point Public Improvement District (Exhibit A), authorized and created the District as a public improvement district under Chapter 372 of the Texas Local Government Code, and designated the Lubbock City Council as the entity responsible for the management of and provision of services and improvements to the District; and

WHEREAS, On November 18, 2004 the Lubbock City Council passed Resolution 2004-R0564, approving the Service Plan and an Assessment Plan for the North Point Public Improvement District, which has been reviewed and revised each year when necessary. Exhibit B, attached hereto, contains a Revised 2015 Service and Assessment Plan for the North Point Public Improvement District; and

WHEREAS, Chapter 372 of the Texas Local Government Code requires that the City Council review the Service Plan; prepare a proposed assessment roll and file it with the City Secretary; and schedule a public hearing to consider the proposed assessments and receive public comment on an annual basis; and

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held August 13, 2015, to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2015 assessments within the North Point Public Improvement District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired by the calling and holding of such public hearing to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2015 assessment rate for a special assessment against real property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

WHEREAS, the City Council desires to review classifications and formulas for the apportionment of the costs for services and improvements of the property in the District, and approve, adopt and file with the City Secretary the assessment roll (Exhibit C); and

WHEREAS, the City Council finds after review that the Revised Service Plan and Assessment Plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of $.14 per $100.00 of net taxable value through year 2017, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK, TEXAS:

SECTION 1: That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2: That the City Council after review of the Revised Service Plan approves the method of assessing special benefits of services and improvements and the Revised Service Plan, which is set forth in the Assessment Plan attached and incorporated herein as Exhibit B. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Revised Service Plan, each property owner in the District identified for assessments in 2015 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment. All property has been assessed on an annual basis beginning January 1, 2005.

SECTION 3: The City Council hereby approves, adopts and files with the City Secretary the assessment roll attached hereto and made a part of and marked as Exhibit C (the "Assessment Roll"). The Assessment Roll states an estimate of the assessment against each parcel of land in the District, as determined by the method of assessment set forth in the Service plan and this Ordinance. The City Secretary shall file the Assessment Roll in the official City records. The Assessment Roll shall be subject to public inspection.

SECTION 4: That the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on August 13, 2015 at 5:30 p.m. in the City Council Chamber, 1625 13th Street, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and

place of the hearing; (2) the general nature of the services and improvements; (3) the cost of the services and improvements; (4) the boundaries of the District; and (5) that written or oral objections will be considered at the hearing.

SECTION 5: That the City Council finds that Lubbock City staff mailed to the owners of property liable for assessment notice of the hearing as the ownership appears on the City tax roll. The notice contained the information required by the Act. The notice was mailed before the 10th day before the date of the hearing to the last known address of the property owner on the City tax roll. The failure of the property owner to receive notice does not invalidate the proceeding.

SECTION 6: That the City Council finds that the assessments should be made and levied against the respective parcels of property within the District and against the owners thereof, and are substantially in proportion to the benefits to the respective parcels of property by means of the services and improvements in the District for which such assessments are levied, and further finds that in each case the property assessed is specially benefited by means of the said services and improvements of the District, and further finds that the apportionment of costs of the services and improvements is in accordance with the law in force in this City and the State and in the proceedings of the city heretofore had with reference to the formation of the District and the imposition of assessments for said services and improvements are in all respects valid and regular.

SECTION 7: That there shall be and is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2015 city net taxable value in the manner described in the assessment attached hereto in Exhibits B and C and made part hereof shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

SECTION 8: That the several sums above mentioned and assessed against the said parcels of property and the owners thereof, and interest thereon at the rate per annum established in Section 9 together with reasonable attorney's fees and costs of collection, if incurred, are hereby declared to be and are made a first and prior lien against the property assessed, superior to all other liens and claims except liens and claims for ad valorem taxes and is a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien shall attach on January 1 of each year to the property to secure the payment of all assessments, penalties, and interest ultimately imposed for the year on the property, whether or not the assessments are imposed in the year the lien attaches and shall be effective until the assessment is paid. The lien is perfected on attachment and perfection requires no further action by the governing body.

SECTION 9: That the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31, 2016 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax Code. A delinquent assessment incurs a penalty of six percent of the amount of the assessment for the first calendar month it is delinquent plus one percent for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this section as long as the assessment remains unpaid, regardless of whether a judgment for the delinquent assessment has been rendered. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof, including costs and attorney's fees, shall be enforced by the governing body in the same manner that an ad valorem tax lien against real property may be enforced by the governing body under Chapters 31, 32 and 33 of the Texas Property Tax Code. The owner of the assessed property may pay at any time the entire assessment on any lot or parcel, along with any interest and penalty that has accrued on the assessment.

SECTION 10: That all assessments levied are a personal liability and charge against the real and true owners of the premises described, notwithstanding such owners may not be named, or may be incorrectly named.

SECTION 11: That the assessments herein levied are made and levied under and by virtue of the terms powers and provisions of the Public Improvement District Assessment Act, Chapter 372 of the Texas Local Government Code, as amended.

SECTION 12: That the City may contract with the Lubbock Central Appraisal District and/or any competent attorney to collect the assessments and to represent the North Point Public Improvement District to enforce the collection of delinquent assessments. The attorney's compensation shall be set in the contract, but the total amount of compensation provided may not exceed 20 percent of the amount of delinquent assessment, penalty, and interest collected, as required in Section 6.03 of the Texas Property Tax Code.

AND IT IS SO ORDERED.

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

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock,
Executive Director of Budget

APPROVED AS TO FORM:

_____
Linda L. Chamales,
Economic Development Attorney

LC: lc/cityatt/Linda/Ordinances/North Point PID Assessment 2015
July 21, 2015

EXHIBIT A

Resolution No. 2004-R0543
October 28, 2004
Item No. 52

RESOLUTION

WHEREAS, a petition has been received from the record owners of taxable real property representing more than 50 percent of the appraised value (as determined by the most recent certified appraisal roll for Lubbock County) of an area within the City of Lubbock, generally covering the area between Erskine and Ursuline, and between North Quaker to a line east of Frankford and containing approximately 543 acres, AND owners of not less than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal; requesting establishment of a North Point Public Improvement District under Section 372.005 of the Public Improvement District Assessment Act for the purpose of maintaining the common areas on North Slide and adjacent right of way, creating and maintaining the common areas on North Slide and adjacent right of way, creating and maintaining a green space located under a utility easement, and enhancing and maintaining amenities in the entry stations on North Slide Road , all in accordance with the Act; and

WHEREAS, the petition, a copy of which has been attached as Exhibit "A," was examined, verified, found to meet the requirements of Section 372.005(b) of the Texas Local Government Code, and accepted by the City Council of the City of Lubbock, Texas, (the "City"); and

WHEREAS, the boundaries of the proposed North Point Public Improvement District within the city limits of the City of Lubbock are described in the attachment designated as Exhibit "B" and shown on the map attached hereto as Exhibit "C"; and

WHEREAS, the City has called a public hearing to hear public comments on the advisability of the proposed public improvement district and its benefits to the City and the property in the proposed Tax Increment Financing Reinvestment Zone; and

WHEREAS, notice of such public hearing was published in the Lubbock Avalanche-Journal, a daily paper of general circulation in the City, such publication date being before the 15th day before the date of the public hearing stating the time and place of the hearing, the general nature of the proposed improvement, the estimated cost of the improvements, the boundaries of the proposed assessment district, the proposed method of assessment, and the proposed apportionment of cost between the improvement district and the city as a whole; and

WHEREAS, written notice containing the information in the published notice was mailed before the 15th day before the date of the hearing to the current addresses of the owners, as reflected on the tax rolls, of property subject to assessment under the proposed public improvement district; and

WHEREAS, such hearing was convened at the time and place mentioned in the published notice, on the 28th day of October, 2004, at 10:45 o'clock a.m., in the Council Chamber of the City of Lubbock, Texas; and

WHEREAS, the City, at such hearing, invited any interested person, or his/her representative, to appear and speak for or against the authorization of the North Point Public Improvement District, the boundaries of the proposed Public Improvement District, whether all or part of the territory which is described in Exhibit "B" attached hereto and depicted on the map attached hereto as Exhibit "C" should be included in such proposed North Point Public Improvement District, the advisability of the proposed improvements, the nature of the improvements, the estimated costs of the improvements; the method of assessment, and the apportionment of the costs between the district and the city as a whole; and

WHEREAS, all owners of property located within the proposed Public Improvement District and all other taxing units and other interested persons were given a reasonable opportunity at such public hearing to protest the authorization of the proposed North Point Public Improvement District and/or the inclusion of their property in such Public Improvement District; and

WHEREAS, the proponents of the North Point Public Improvement District offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the North Point Public Improvement District, and opponents of the North Point Public Improvement District were given the opportunity to appear to contest authorization of the district, after which the hearing was closed; NOW THEREFORE:

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

SECTION 1: THAT the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2: THAT the City Council, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

a) That the public hearing on the advisability of authorizing the North Point Public Improvement District has been properly called, held and conducted and that notice of such hearing has been published and mailed as required by law and delivered to the current address of the owners of property subject to assessment under the proposed public improvement district.

b) That authorization of the proposed North Point Public Improvement District with boundaries as described in Exhibits "B" and "C" for the purpose of maintaining the common areas on North Slide and adjacent right of way, creating and maintaining a green space located under a utility easement, and enhancing and maintaining amenities in the entry stations of North Slide Road is advisable and will result in benefits to the City, its residents, and property owners, in general, and to the property, residents and property owners in the North Point Public Improvement District.

c) That the total estimated cost of services and improvements proposed to be provided by the District is approximately $430,352.00 over the next five (5) years, and that the estimated annual cost rises from $15,456.00 in the second year to $209,489.00 in year five (5).

d) That the costs are based on a proposed assessment rate of $0.14 per $100.00 of valuation through year 2010, decreasing to $0.04 per $100.00 of valuation in year 2011. Assessments to cover estimated costs of enhanced services and improvements are proposed to be applied to newly developed areas during the early years and during the later years will be applied to currently existing properties as enhanced services and improvements are completed in the blocks containing those properties.

e) That as to apportionment of cost between the proposed District and the city, all costs for proposed improvements will be paid by the District through assessments.

SECTION 3. That the City hereby authorizes, under Sections 372.006, 372.010, and 372.041 of the Act, a public improvement district over the area described in Exhibit "B" attached hereto and depicted in the map attached hereto as Exhibit "C" and such public improvement district shall hereafter be identified as the North Point Public Improvement District, City of Lubbock, Texas.

SECTION 4: That the City Council shall be the governing board for the North Point Public Improvement District.

SECTION 5: That notice of this authorization for the North Point Public Improvement District shall be published in a newspaper of general circulation in the city.

SECTION 6: That if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

PASSED by the City Council this 28th day of October, 2004.

TOM MARTIN, MAYOR PRO TEM

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Craig Farmer, Managing Director
of Planning and Transportation

APPROVED AS TO FORM:

for John M. Knight
Assistant City Attorney

JK:/Cityatt/John/PID findings.resolution-north point
October 19, 2004

EXHIBIT A

SAMPLE

Resolution No. 2004-R0543
October 28, 2004
Item No. 52

PETITION TO CREATE THE NORTH POINT PUBLIC IMPROVEMENT DISTRICT

TO THE HONORABLE MAYOR AND MEMBERS OF THE LUBBOCK CITY COUNCIL:

The undersigned ("Petitioners") who are the owners of real property in the hereinafter described District respectfully file this petition (the "Petition") requesting the City Council of Lubbock, Texas to find that the following District is advisable and necessary and would promote the interests of the City and to establish the public improvement district in accordance with Chapter 372 of the Texas Local Government Code (the "Act").

Signature of person signing for owner	Date
Printed name of owner	SIERRA PLATEAU LTD
Owner's printed name, if different from signer	
Signer's relation to owner, if not owner	
Signers mailing address	
Signer's day time phone number	( )

By executing this petition, the foregoing person represents and warrants that he or she is authorized to execute the Petition on behalf of the property owner named above. The property(-ies) of the owner are located at the following address(es) within the District or at the addresses within the District listed on the attached sheet.

5240 ITASCA ST,
LUBBOCK, TX 79416

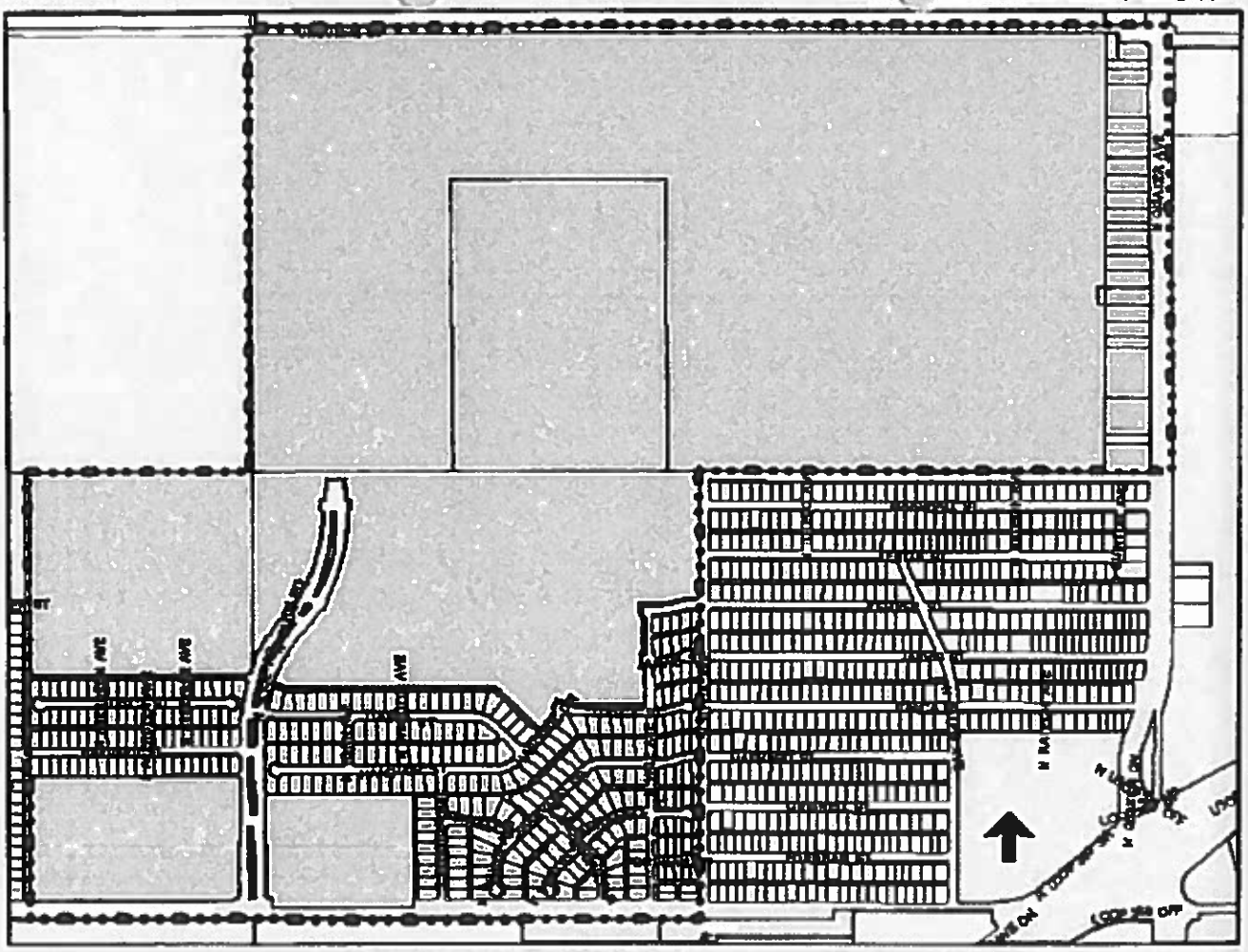
Property Address(es)

Please return the signed petition by August 9, 2004 to:
Rob Allison, Business and Neighborhood Development Manager,
City of Lubbock, P O Box 2000, Lubbock, TX 79457.

R301711
Located at: 5240 ITASCA ST, LUBBOCK, TX 79416
SIERRA PLATEAU LTD
7170 W WIND DR STE 101, EL PASO, TX 79912-1744

Exhibit "A"

EXHIBIT A Resolution No. 2004-R0543



Proposed North Pointe Public Improvement District
October 2004

EXHIBIT A Resolution No. 2004-R0543

NORTH POINT PUBLIC IMPROVEMENT DISTRICT (PID)

The proposed North Point Public Improvement District (PID) generally covers the area between Erskine and Ursuline, and between North Quaker to a line east of Frankford. This area is approximately 543 acres. The proposed boundaries are shown on the attached map. The purpose of the PID is to maintain the common areas on North Slide and adjacent right of way; creating and maintaining a green space located under a utility easement; and enhancing and maintaining amenities in the entry stations on Slide Road.

A PID is funded by a small assessment based on the value of each property within the PID. This assessment will generate sufficient funds to pay the projected expenses of the PID. As an example, with an **assessment of $0.14 per $100 valuation,** an owner with a property valued at $100,000 would pay an assessment of **only $140 per year** for maintaining the public improvement areas. It is expected that the assessment rate would be no more than $0.14 per $100 valuation, and may be less.

A PID is initiated by property owners within the proposed PID boundary, indicated by their signing a petition requesting that the City create the PID. The petition is sufficient if it is signed by the owners of at least 50% of the appraised value of property within the PID boundary, and owners of either of the following: at least 50% of the area of all property within the proposed PID boundary, or, at least 50% of the number of properties within the proposed PID boundary.

In addition to a petition signed by the sufficient number of owners, a five-year initial Service Plan must be prepared which outlines (among other things) the proposed services to be provided and the proposed method of assessment required to fund those services. Following submission of the petition and Five-year Service Plan, the City Council holds a public hearing to discuss and receive comments regarding establishment of the PID. Each property owner within the proposed PID will receive written notification of this public hearing.

At a subsequent meeting, the City Council then approves a Resolution which establishes the PID, the proposed services and costs, and the method of assessment. Normally, a majority vote of Council is satisfactory. However, if there is a written protest signed by 20% of the owners, approval will require a 2/3 vote of the Council.

The PID approval process normally takes about 4-5 months after submission of the petition to the City. Based on this time requirement, it is expected that if approved, the North Point PID would take effect **January 1, 2005. The assessment would be available for review on October 1, 2004.**

EXHIBIT A

Resolution No. 2004-R0543
October 28, 2004
Item No. 52

NORTH POINTE PID

Proposed Revenue/Expense Worksheet

	2004	2006	2008	2007	2008	2009	2010	2011	2012	2013	Totals
REVENUE											
Property Values*	13,800,000	57,376,000	129,023,520	187,943,990	249,264,670	287,776,568	303,723,976	309,839,456	315,996,509	322,316,439	322,316,439
Discounted Property Values	11,040,000	45,900,800	100,818,816	149,835,192	199,427,896	230,216,454	242,980,781	247,948,365	252,797,207	257,853,151	257,853,151
Assessment @ $0.14	-	-	15,456	64,291	141,149	288,499	276,199	-	-	-	785,553
Assessment @ $0.04	-	-	-	-	-	-	-	85,287	97,192	99,139	281,615
Total	-	-	15,456	64,291	141,149	288,499	276,199	85,287	97,192	99,139	1,067,167
Expenses-$0.14											
Main Road - Joint of new & existing maintenance											
South of power lines, 8.78 acres @ $2,350	-	-	13,572	14,149	14,432	14,721	15,015	15,316	15,622	15,935	118,063
South of power lines (developer)	-	13,800	-	-	-	-	-	-	-	-	13,800
North of power lines, 1.53 acres @ $2,350	-	-	1,594	3,714	3,788	3,864	3,941	4,020	4,100	4,182	29,193
North of power lines (developer)	-	3,600	2,000	-	-	-	-	-	-	-	5,600
Rotation of color (3 rotations)	-	-	-	12,485	12,734	12,988	13,248	13,514	13,784	14,060	92,813
Rotation of color (developer)		12,000	12,240	-	-	-	-	-	-	-	24,240
Neighborhood Entry Stations (2)											
General Maintenance (3 rotations of color)	-	-	-	6,242	6,367	6,495	6,624	6,757	6,892	7,030	46,406
General Maintenance (developer)	-	6,000	6,120	-	-	-	-	-	-	-	12,120
Hike & Bike Trails under utility easement											
50 ft. wide linear track, 17.5 acres @ $2,350	-	-	-	27,671	43,130	44,001	44,881	45,779	46,694	47,628	299,791
30 ft. wide linear track (developer)	-	40,850	41,483	14,821	-	-	-	-	-	-	99,734
Capital Outlay											
Cover of trail, 63,360 sq. ft. @ $3.50 = $221,760	-	221,760	-	-	-	-	-	-	-	-	221,760
Reimbursement from developer	-	(267,810)	(61,811)	(14,821)	-	-	-	-	-	-	(374,142)
Reimburse developer for expenses					83,899	177,419	199,837				374,142
Total	-	-	15,456	64,291	141,149	288,499	276,199	85,287	97,192	99,139	1,067,167
Cash Reserves	-	-	0	(0)	(0)	0	9,463	19,353	29,463	39,754	39,754

*Property Value growth rate = 2% annually

**Expense growth rate = 3% annually

ASSESSMENT INFORMATION		
2004-2010		
Assessment per $100,000	$	140.00
2011-2013		
Assessment per $100,000	$	40.00

EXHIBIT A

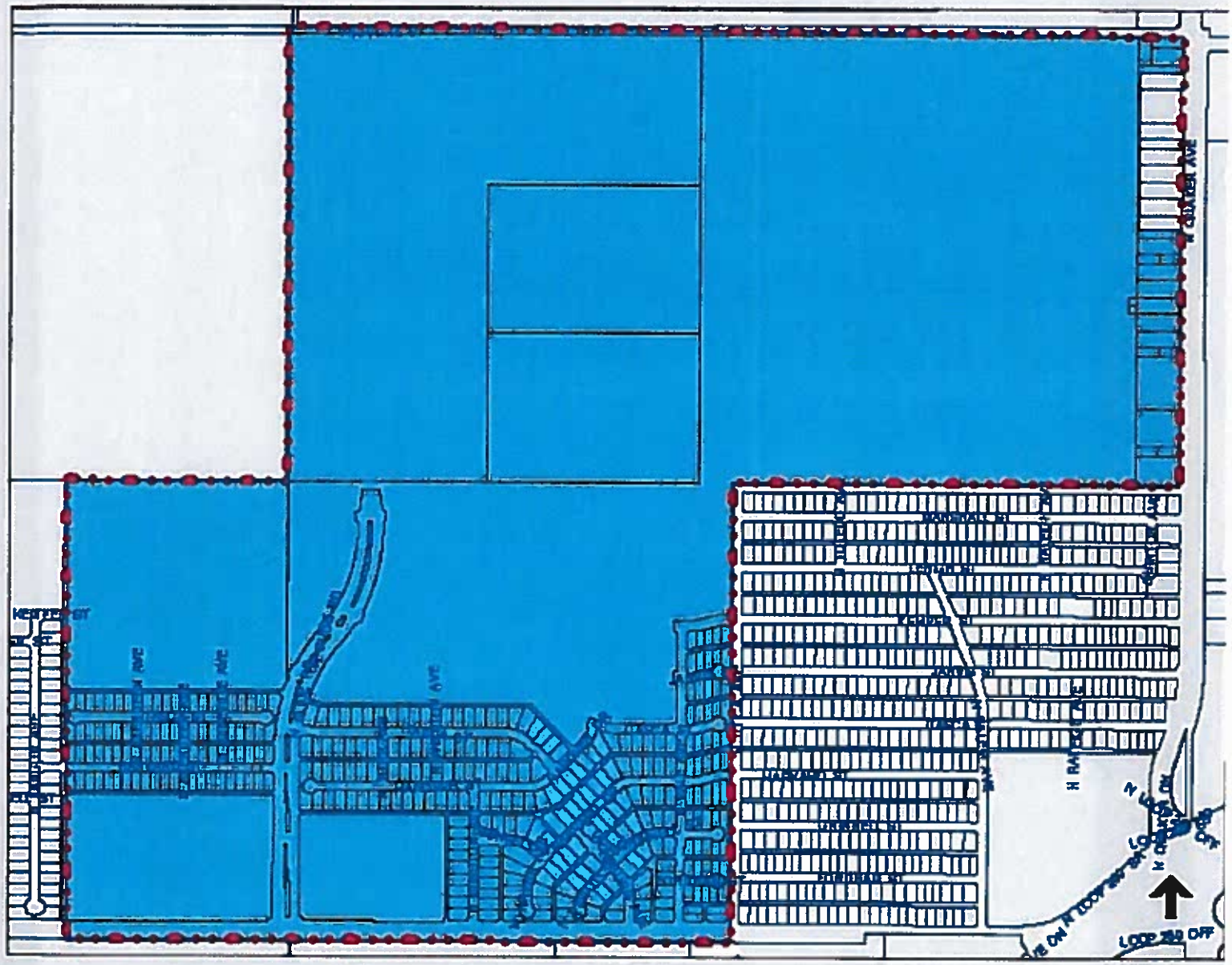
Exhibit "B"

esolution No. 2004-R0543
October 28, 2004
Item No. 52

An area within the City of Lubbock, generally covering the area between Erskine and Ursuline, and between North Quaker to a line east of Frankford and containing approximately 543 acres, as shown in Exhibit C.

EXHIBIT A

Exhibit "C"



Proposed North Pointe Public Improvement District
October 2004 (Revised Boundary)

City of Lubbock, TX
Finance Department
North Point PID Assessment and Service Plan
Exhibit B

Method of Assessment

* Properties will be assessed based on the City's 2015 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
* Assessment rate will be $0.14/$100 valuation
* All property will be assessed based on the final 2015 "net taxable value".

City of Lubbock, TX
Finance Department
North Point PID Assessment and Service Plan
Exhibit B

Service Plan

	Actual		Proposed						
Calendar Year	**2012**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**	**Totals**
Property Values* (Taxable)	$ 59,408,213	60,090,714	66,087,974	77,486,505	79,036,235	80,616,960	82,229,299	83,873,885	$ 83,873,885
Discounted Property Values	59,408,213	60,090,714	65,955,798	75,161,910	76,665,148	78,198,451	79,762,420	81,357,668	81,357,668
Fiscal Year Revenues	**2012-13**	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**2018-19**	**2019-20**	**Totals^**
Interest	181	977	818	476	182	264	346	429	10,849
Assessment @ $0 14	82,784	84,127	92,338	105,227	107,331	109,478	111,667	113,901	1,225,911
Total	**$ 82,965**	**85,104**	**93,156**	**105,703**	**107,514**	**109,742**	**112,013**	**114,330**	**$ 1,010,417**
Expense									
Slide Road - right of way & median maintenance	$ 9,508	10,652	13,000	26,000	26,520	27,050	27,591	28,143	239,994
Water cost for irrigation	7,716	8,038	18,202	24,000	24,720	25,462	26,225	27,012	185,881
Repair and Replacement of Public Improvements	-	-	-	5,000	5,100	5,202	5,306	5,412	28,803
Right-of-way Improvements	-	-	-	-	-	-	-	-	500
Seasonal Lighting of Entry	11,018	1,856	2,575	2,625	2,677	2,731	2,785	2,841	30,507
Hike & Bike Trails under utility easement									
50 ft wide linear track, 17 5 acres @ $1,178	-	-	1,000	1,020	1,040	1,061	1,082	1,104	17,423
Electric Cost for Lights & Seasonal Lighting	440	432	1,191	1,227	1,264	1,301	1,340	1,381	12,562
Administrative Costs	4,075	4,901	6,856	6,995	7,205	7,421	7,644	7,873	58,703
Annual Operation Cost	3,600	3,321	6,215	6,339	6,466	6,595	6,727	6,862	56,941
(Notices, Public Hearings, Collection Costs, Advisory Group)									
Capital Outlay									
Constr of trail, 63,360 sq ft @ $5 00 = $316,800	-	-	250,000	150,000	-	-	-	-	400,000
Total	**$ 36,357**	**29,200**	**299,039**	**223,206**	**74,992**	**76,824**	**78,702**	**80,628**	**$ 1,031,314**
Cash Reserve	**$ 340,473**	**396,377**	**190,494**	**72,991**	**105,513**	**138,431**	**171,743**	**205,445**	**$ 205,445**

*Property Value growth rate = 2% annually

^Total amounts also include actual revenues and expenses prior to 2012

Assessment Information

2004-2019

Assessment per $100,000 **$ 140.00**

Regular City Council Meeting **7. 3.**

Meeting Date: 08/13/2015

Information

Agenda Item

Public Hearing at 5:30 p.m. - Finance: Hold a public hearing to consider an ordinance to levy the 2015 assessment for the North Overton Public Improvement District (PID), the boundary of which includes a portion of the area between Fourth Street on the north, Avenue Q to the east, Broadway on the south, and University Avenue to the west.

Item Summary

The purpose of this hearing is to allow the opportunity for property owners in the North Overton Public Improvement District (PID) to speak in favor of, or in opposition to, the assessment to be levied in the North Overton PID for 2015. The City of Lubbock is required to hold a public hearing annually to levy the assessment. A notice of Public Hearing was published in the Avalanche Journal on Friday, July 24, 2015, and notices were mailed to the property owners on Friday, July 24, 2015, as required by statute.

The proposed assessment rate for 2015 is $0.18 per $100 valuation. This is the same rate as 2014. All property zoned commercial and high-density residential under the City of Lubbock Zoning Ordinance will be assessed for 2015. All single-family and duplex-zoned property will be assessed on a block-by-block basis as public improvements, to be maintained by PID funds, are completed in that block.

Fiscal Impact

None

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

North Overton PID Public Hearing Notice

North Overton Public Hearing

Notice of Public Hearing for the Review of the Assessment Rate for the North Overton Public Improvement District

Please take notice that on August 13, 2015, at 5:30 PM, the City Council of Lubbock, Texas, will conduct a public hearing in the City Council Chamber of Lubbock, 1625 13th St., Lubbock, Texas 79401. The purpose of this hearing is to review the 2015 assessment rate for property owners in the North Overton Public Improvement District ("District") pursuant to Chapter 372 of the Texas Local Government Code (the "Act").

All interested persons will be given the opportunity to appear and be heard at such public hearing. Written or oral objections will be considered. The Assessment Roll will be available for viewing in the City Secretary's Office after July 24, 2015.

The following information is hereby provided concerning the matters to be considered at such hearing:

Nature of the Services and Improvements: The general nature of the services and improvements to be performed by the District are to enhance security and public safety, and provide maintenance of landscaping and other public amenities in the public rights-of-way. The District is to supplement and enhance services within the District, but not replace or supplant existing City services provided within the District.

Estimated Cost of the Services and Improvements: The total estimated cost of services and improvements provided by the District is approximately $2,905,286 over the next five (5) years. The estimated annual cost rises from $556,432 in FY 2015-16 to $606,232 in FY 2019-20. The District shall not incur bonded indebtedness. The costs are based on an assessment rate of $0.18 per $100.00 of valuation through year 2019. Assessments to cover estimated costs of enhanced services and improvements will be applied only to newly developed areas during the early years, and during the later years will be applied to currently existing properties as enhanced services and improvements are completed in those blocks.

Boundaries. The District is located wholly within the City of Lubbock, Texas. The boundary includes a portion of the area between Fourth Street on the north, Avenue Q to the east, Broadway on the south, and University Avenue to the west. A detailed map of the District and the Assessment Roll is available in the Fiscal Policy Department in Room 201 at the Lubbock Municipal Building.

Public hearings are available to all persons regardless of disability. If you require special assistance, please contact the City of Lubbock at 775-2985 or write to P.O. Box 2000, Lubbock, Texas, 79457, at least 48 hours in advance of the public hearing.

Any questions concerning the matters described in this notice should be directed to:
Danielle Whitfill, City of Lubbock Fiscal Policy Department, at 775-2985

NORTH OVERTON PID DISTRICT

4TH STREET/MARSHA SHARP FWY.



UNIVERSITY STREET

AVENUE Q

BROADWAY

North Overton Assessment

- North Overton Assessment Rate
  - 2014 Assessment Rate - $0.18 per $100 valuation
  - Proposed 2015 Assessment Rate - $0.18 per $100 valuation

- Assessment Per $100,000 valuation

2004 – 2007	$ 150
2008 – 2010	170
2011 – 2019	180

Regular City Council Meeting **7. 4.**

Meeting Date: 08/13/2015

Information

Agenda Item

Ordinance 1st Reading - Finance: Consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Overton Public Improvement District (PID); approving, adopting, and filing with the City Secretary, the Assessment Roll; closing the hearing and levying assessments based on the revised Service Plan for the cost of certain services and/or improvements to be provided in the District during FY 2015-16.

Item Summary

Each year, the City of Lubbock is required to review classifications for the methods of assessing; approve, adopt, and file the assessment roll (Exhibit C) with the City Secretary; and levy the assessment for the North Overton Public Improvement District (PID). This item is preceded by a Public Hearing, which allows property owners in the District to speak in favor of or in opposition to, the assessment rate pursuant to Chapter 372 of the Texas Local Government Code. The proposed assessment rate for 2015 is $0.18 per $100 valuation. This is the same rate as 2014.

All property zoned commercial and high-density residential under the City of Lubbock Zoning Ordinance will be assessed for 2015. All single-family and duplex-zoned property will be assessed on a block-by-block basis as public improvements, to be maintained by PID funds, are completed in that block.

The Council is required to review the Service Plan annually and adopt an ordinance setting the assessment rate for the PID. The revised Service Plan is included in the backup.

Exhibit C is available for viewing in the City Secretary's office.

Fiscal Impact

The assessments are deposited into a separate North Overton Public Improvement District Fund. The funds raised by the assessment will be used to provide landscape maintenance, street and pedestrian lighting, and any other maintenance needed on projects in the District, as well as cover a portion of the costs of administering the PID. The estimated total assessment that will be collected for 2015, based on estimated values, is $574,985.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

North Overton PID 2015 Assessment Ordinance

ORDINANCE NO. _____

AN ORDINANCE REVIEWING CLASSIFICATIONS FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE NORTH OVERTON PUBLIC IMPROVEMENT DISTRICT ("DISTRICT"); APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; CLOSING THE HEARING AND LEVYING 2015 ASSESSMENTS FOR THE COST OF CERTAIN SERVICES AND/OR IMPROVEMENTS TO BE PROVIDED IN THE DISTRICT DURING FY 2015-16; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE DISTRICT AND AGAINST THE OWNERS THEREOF; AND PROVIDING FOR THE COLLECTION OF THE ASSESSMENT.

WHEREAS, Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and

WHEREAS, On October 9, 2003 the City Council passed Resolution No.2003-R0468 which made certain findings concerning the advisability of creating the North Overton Public Improvement District, authorized and created the District as a public improvement district under Chapter 372 of the Texas Local Government Code (resolution attached as Exhibit A), and designated the Lubbock City Council as the entity responsible for the management of and provision of services and improvements to the District; and

WHEREAS, On October 23, 2003, the City Council passed Resolution No. 2003-R0492, approving the Service and Assessment Plan, which has been reviewed and revised each year when necessary. Exhibit B, attached hereto, contains a Revised 2015 Service and Assessment Plan for the North Overton Public Improvement District; and

WHEREAS, Chapter 372 of the Texas Local Government Code requires that the City Council review the Service Plan; prepare a proposed assessment roll and file it with the City Secretary; and schedule a public hearing to consider the proposed assessments and receive public comment on an annual basis; and

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held August 13, 2015, to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2015 assessments within the North Overton Public Improvement District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired by the calling and holding of such public hearing to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2015 assessment rate for a special assessment against real property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

WHEREAS, the City Council desires to review classifications and formulas for the apportionment of the costs for the services and improvements of the property in the District, and approve, adopt and file with the City Secretary the proposed assessment roll (Exhibit C); and

WHEREAS, the City Council finds after review that the revised service plan and assessment plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of $0.18 per $100.00 valuation for year 2011 through 2018, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK, TEXAS:

SECTION 1: That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2: That the City Council after review of the Revised Service Plan approves the method of assessing special benefits of services and improvements and the Revised Service Plan, which is set forth in the Assessment Plan attached and incorporated herein as Exhibit B. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Service Plan, each property owner in the District identified for assessments in 2015 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment. All property zoned commercial and high-density residential under the City of Lubbock Zoning Ordinance have been assessed on an annual basis beginning January 1, 2004. All single-family and duplex-zoned property are assessed on a block-by-block basis determined by the public improvements to be maintained by PID funds which are completed and existing in that block on January 1 of each year.

SECTION 3: The City Council hereby approves, adopts and files with the City Secretary the assessment roll attached hereto and made a part of and marked as Exhibit C (the "Assessment Roll"). The Assessment Roll states an estimate of the assessment against each parcel of land in the District, as determined by the method of assessment set forth in the Service plan and this Ordinance. The City Secretary shall file the Assessment Roll in the official City records. The Assessment Roll shall be subject to public inspection.

SECTION 4: That the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on August 13, 2015 at 5:30 p.m. in the City Council Chamber, 1625 13th Street, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3) the cost of the services and improvements; (4) the boundaries of the District; and (5) that written or oral objections will be considered at the hearing.

SECTION 5: That the City Council finds that Lubbock City staff mailed to the owners of property liable for assessment, notice of the hearing as the ownership appears on the City tax roll. The notice contained the information required by the Act. The notice was mailed before the 10th day before the date of the hearing to the last known address of the property owner on the City tax roll. The failure of the property owner to receive notice does not invalidate the proceeding.

SECTION 6: That the City Council finds that the assessments should be made and levied against the respective parcels of property within the District and against the owners thereof, and are substantially in proportion to the benefits to the respective parcels of property by means of the services and improvements in the District for which such assessments are levied, and further finds that in each case the property assessed is specially benefited by means of the said services and improvements of the District, and further finds that the apportionment of costs of the services and improvements is in accordance with the law in force in this City and the State and in the proceedings of the City heretofore had with reference to the formation of the District and the imposition of assessments for said services and improvements are in all respects valid and regular.

SECTION 7: That there shall be and is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2015 city net taxable value in the manner described in the assessment attached hereto in Exhibits B and C and made part hereof shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

SECTION 8: That the several sums above mentioned and assessed against the said parcels of property and the owners thereof, and interest thereon at the rate per annum established in Section 9 together with reasonable attorney's fees and costs of collection, if incurred, are hereby declared to be and are made a first and prior lien against the property assessed, superior to all other liens and claims except liens and claims for ad valorem taxes and is a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien shall attach on January 1 of each year to the property to secure the payment of all assessments, penalties, and interest ultimately imposed for the year

on the property, whether or not the assessments are imposed in the year the lien attaches and shall be effective until the assessment is paid. The lien is perfected on attachment and perfection requires no further action by the governing body.

SECTION 9: That the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31, 2016 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax Code. A delinquent assessment incurs a penalty of six percent of the amount of the assessment for the first calendar month it is delinquent plus one percent for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this section as long as the assessment remains unpaid, regardless of whether a judgment for the delinquent assessment has been rendered. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof, including costs and attorney's fees, shall be enforced by the governing body in the same manner that an ad valorem tax lien against real property may be enforced by the governing body under Chapters 31, 32 and 33 of the Texas Property Tax Code. The owner of the assessed property may pay at any time the entire assessment on any lot or parcel, along with any interest and penalty that has accrued on the assessment.

SECTION 10: That all assessments levied are a personal liability and charge against the real and true owners of the premises described, notwithstanding such owners may not be named, or may be incorrectly named.

SECTION 11: That the assessments herein levied are made and levied under and by virtue of the terms powers and provisions of the Public Improvement District Assessment Act, Chapter 372 of the Texas Local Government Code, as amended.

SECTION 12: That the City may contract with the Lubbock Central Appraisal District and/or any competent attorney to collect the assessments and to represent the North Overton Public Improvement District to enforce the collection of delinquent assessments. The attorney's compensation shall be set in the contract, but the total amount of compensation provided may not exceed 20 percent of the amount of delinquent assessment, penalty, and interest collected, as required in Section 6.03 of the Texas Property Tax Code.

AND IT IS SO ORDERED.

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

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

_____
Linda L. Chamales,
Economic Development Attorney

L:\city att\Linda\Ordinances\NO PID Ordinance 2015 Assessment
July 15, 2015

RESOLUTION

WHEREAS, a petition has been received from the record owners of taxable real property representing more than 50 percent of the appraised value (as determined by the most recent certified appraisal roll for Lubbock County) of an area within the City of Lubbock, in North Overton generally bounded by the Marsha Sharp Freeway on the north, University Avenue on the west, Broadway on the south and the alley between Avenue R and Avenue Q on the east, AND owners of not less than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal; requesting establishment of a North Overton Public Improvement District under Section 372.005 of the Public Improvement District Assessment Act for the purpose of enhancing security and public safety, providing maintenance of landscaping in the public rights-of-way, and providing public trolley service, all in accordance with the Act; and

WHEREAS, the petition, a copy of which has been attached as Exhibit "A," was examined, verified, found to meet the requirements of Section 372.005(b) of the Texas Local Government Code, and accepted by the City Council of the City of Lubbock, Texas, (the "City"); and

WHEREAS, the boundaries of the proposed North Overton Public Improvement District within the city limits of the City of Lubbock are described in the attachment designated as Exhibit "B" and shown on the map attached hereto as Exhibit "C" ; and

WHEREAS, the City has called a public hearing to hear public comments on the advisability of the proposed public improvement district and its benefits to the City and the property in the proposed Tax Increment Financing Reinvestment Zone; and

WHEREAS, notice of such public hearing was published in the Lubbock Avalanche-Journal, a daily paper of general circulation in the City, such publication date being before the 15th day before the date of the public hearing stating the time and place of the hearing, the general nature of the proposed improvement, the estimated cost of the improvements, the boundaries of the proposed assessment district, the proposed method of assessment, and the proposed apportionment of cost between the improvement district and the city as a whole; and

WHEREAS, written notice containing the information in the published notice was mailed before the 15th day before the date of the hearing to the current addresses of

the owners, as reflected on the tax rolls, of property subject to assessment under the proposed public improvement district; and

WHEREAS, such hearing was convened at the time and place mentioned in the published notice, on the 9th day of October, 2003, at 11:15 o'clock a.m., in the Council Chamber of the City of Lubbock, Texas; and

WHEREAS, the City, at such hearing, invited any interested person, or his/her representative, to appear and speak for or against the authorization of the North Overton Public Improvement District, the boundaries of the proposed Public Improvement District, whether all or part of the territory which is described in Exhibit "B" attached hereto and depicted on the map attached hereto as Exhibit "C" should be included in such proposed North Overton Public Improvement District, the advisability of the proposed improvements, the nature of the improvements, the estimated costs of the improvements; the method of assessment, and the apportionment of the costs between the district and the city as a whole; and

WHEREAS, all owners of property located within the proposed Tax Increment Financing Reinvestment Zone and all other taxing units and other interested persons were given a reasonable opportunity at such public hearing to protest the authorization of the proposed North Overton Public Improvement District and/or the inclusion of their property in such Tax Increment Financing Reinvestment Zone; and

WHEREAS, the proponents of the North Overton Public Improvement District offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the North Overton Public Improvement District, and opponents of the North Overton Public Improvement District were given the opportunity to appear to contest authorization of the district, after which the hearing was closed; NOW THEREFORE:

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

SECTION 1: THAT the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2: THAT the City Council, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

a) That the public hearing on the advisability of authorizing the North Overton Public Improvement District has been properly called, held and conducted and that notice of such hearing has been published and mailed as required by law and delivered to the current address of the owners of property subject to assessment under the proposed public improvement district.

b) That authorization of the proposed North Overton Public Improvement District with boundaries as described in Exhibits "B" and "C" for the purpose of enhancing security and public safety, providing maintenance of landscaping in the public rights-of-way, and providing public trolley service is advisable and will result in benefits to the City, its residents, and property owners, in general, and to the property, residents and property owners in the North Overton Public Improvement District.

c) That the total estimated cost of services and improvements proposed to be provided by the District is approximately $852,000 over the next five (5) years, and that the estimated annual cost rises from $86,100 in the first year to $254,700 in year five (5).

d) That the costs are based on a proposed assessment rate of $.15 per $100.00 of valuation through year 2010, decreasing to $0.10 per $100.00 of valuation in year 2011. Assessments to cover estimated costs of enhanced services and improvements are proposed to be applied to newly developed areas during the early years and during the later years will be applied to currently existing properties as enhanced services and improvements are completed in the blocks containing those properties.

e) That as to apportionment of cost between the proposed District and the city, all costs for proposed improvements will be paid by the District through assessments.

SECTION 3. That the City hereby authorizes, under Sections 372.006, 372.010, and 372.041 of the Act, a public improvement district over the area described in Exhibit "B" attached hereto and depicted in the map attached hereto as Exhibit "C" and such public improvement district shall hereafter be identified as the North Overton Public Improvement District, City of Lubbock, Texas.

SECTION 4: That the City Council shall be the governing board for the North Overton Public Improvement District.

SECTION 5: That notice of this authorization for the North Overton Public Improvement District shall be published in a newspaper of general circulation in the city.

SECTION 6: That if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

PASSED by the City Council this 9th day of October, 2003.

T.J. PATTERSON,
SENIOR COUNCIL MEMBER

ATTEST:

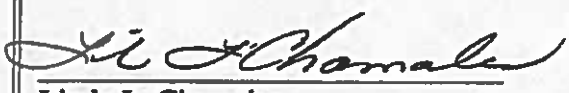
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Craig Farmer, Managing Director
of Planning and Transportation

EXHIBIT A

APPROVED AS TO FORM:



Linda L. Chamales
Supervising Attorney, Office Practice

LC:/Cityatt/Linda/NO PID findingz
October 9, 2003

Exhibit "A"

PETITION TO CREATE THE NORTH OVERTON PUBLIC IMPROVEMENT DISTRICT

TO THE HONORABLE MAYOR AND MEMBERS OF THE LUBBOCK CITY COUNCIL:

The undersigned ("Petitioners") who are the owners of real property in the hereinafter described District respectfully file this petition (the "Petition") requesting the City Council of Lubbock, Texas to find that the following District is advisable and necessary and would promote the interests of the City and to establish the public improvement district in accordance with Chapter 372 of the Texas Local Government Code (the "Act").

_____ _____
Signature of person signing for owner Date

Printed name of owner _____

Owner's printed name, if different from signer _____

Signer's relation to owner, if not owner _____

Signers mailing address _____

_____

Signer's day time phone number ( ) _____

By executing this petition, the foregoing person represents and warrants that he or she is authorized to execute the Petition on behalf of the property owner named above. The property(-ies) of the owner are located at the following address(es) within the District or at the addresses within the District listed on the attached sheet.

_____
Property Address(es)

STATE OF TEXAS (SPECIFIY IF OTHER) §
§
COUNTY OF LUBBOCK (SPECIFY IF OTHER) §

This instrument was ACKNOWLEDGED before me this ___ day of _____, 2002 by _____.

_____
Notary Public, State of Texas [Seal]

Printed name of Notary Public _____
My Commission expires _____

Please return the signed, notarized petition to:
Rob Allison, Business and Neighborhood Development Manager,
City of Lubbock, P O Box 2000, Lubbock, TX 79457.

EXHIBIT A

NORTH OVERTON PUBLIC IMPROVEMENT DISTRICT (PID)

The proposed North Overton Public Improvement District (PID) generally covers the same boundary as the Tax Increment Financing District, but is slightly smaller as shown on the attached map. The purpose of the PID is to enhance and maintain landscaping and public improvements within the street rights-of-way, provide increased security within the PID area, and also potentially provide for a trolley shuttle service.

A PID is funded by a small assessment based on the value of each property within the PID. This assessment will generate sufficient funds to pay the projected expenses of the PID. As an example, with an assessment of $0.10 per $100 valuation, an owner with a property valued at $100,000 would pay an assessment of only $100 per year for the increased landscaping and public improvement maintenance, enhanced security, and trolley service. It is expected that the assessment rate would be no more than $0.10 per $100 valuation, and maybe less.

A PID is initiated by property owners within the proposed PID boundary, indicated by their signing a petition requesting that the City create the PID. The petition is sufficient if it is signed by the owners of at least 50% of the appraised value of property within the PID boundary, and owners of either of the following: at least 50% of the area of all property within the proposed PID boundary, or, at least 50% of the number of properties within the proposed PID boundary. An advisory body may be established to develop and recommend an improvement plan to the City Council.

In addition to a petition signed by the sufficient number of owners, a five-year initial Service Plan must be prepared which outlines (among other things) the proposed services to be provided, management of the district, and the proposed method of assessment and apportionment of costs required to fund those services. Following submission of the petition and Five-year Service Plan, the City Council then holds a public hearing to discuss and receive comments regarding establishment of the PID. Each property owner within the proposed PID will receive written notification of this public hearing.

At a subsequent meeting, the City Council then approves a Resolution which establishes the PID, the proposed services and costs, and the method of assessment. Normally, a majority vote of Council is satisfactory.

The PID approval process normally takes about 4-5 months after submission of the petition to the City. Based on this time requirement, it is expected that if approved, the North Overton PID would take effect July 1, 2003.

North Overton Public Improvement District
Proposed Boundary Description
Exhibit B

Beginning at the northwest corner of the intersection of 10th Street and University Avenue;

Then north along the western right-of-way of University Avenue to the southern right-o-way of the alley between 4th Street and 5th Streets;

Then east along the southern boundary of the alley between 4th and 5th Streets approximately 350 feet then north approximately 100 feet, then east approximately 150 feet, then south approximately 31 feet, then east approximately 100 feet to the western right-of-way of Avenue X (the western and northern boundaries of a parcel currently described as Overton, Block 133, the south 50'of Lot 1 and 2 and the south 81' of Lot 3 through 5);

Then south along the western right-of-way of Avenue X approximately to the southwest corner of the intersection of the alley between 4th and 5th Streets and Avenue X;

Then east along the southern boundary of the alley between 4th & 5th Streets to the southeast corner of the alley intersection at Avenue W;

Then north approximately 100 feet then east approximately 600 feet to the western right-of-way of Avenue V (the western and north boundaries of two parcels currently described as Overton, Block 64, south 78.8' of Lots 1-6 and Block 64, south 78.8' of Lots 7-12);

Then south along the western right-of-way of Avenue V to the southwest corner of the intersection of Avenue U and 5th Street;

Then east along the southern right-of-way of 5th Street to the southeast corner of the intersection of Avenue U and 5th Street;

Then north along the eastern right-of-way of Avenue U to the southeast corner of the intersection of the alley between 4th and 5th Streets;

Then east along the southern boundary of the alley to the southwest corner of the intersection of the alley and Avenue R;

Then south along the west right-of-way of Avenue R to the southwest corner of the intersection of 5th Street and Avenue R;

Then east along the southern right-of-way of 5th Street to the southwest corner of the right-of-way of the alley between Avenue R and Avenue Q;

Then south along the western right-of-way of the alley between Avenue R and Avenue Q to the northern right-of-way of 6th Street;

Then west to the northwest corner of the intersection of 6th Street and Avenue R;

Then south along the west right-of-way of Avenue R to the southwest corner of the intersection of 7th Street and Avenue R;

Then east to the western right-of-way of the alley between Avenue R and Avenue Q;

Then south along the western right-of-way of the alley between Avenue R and Avenue Q to the southwest corner of the intersection of the alley and 10th Street;

Then south approximately 150 feet (along the eastern boundary of a parcel currently described as Overton, Block 118, Lots 10 thru 12)

Then west approximately 1,200 feet to the northwest corner of the alley between 10th and Main Streets at Avenue T;

Then south to the northwest corner of the intersection of Avenue T and Main Street;

Then west to the northwest corner of the intersection of Avenue U and Main Street;

Then south to the northwest corner of the intersection of the alley between Main Street and Broadway and Avenue U;

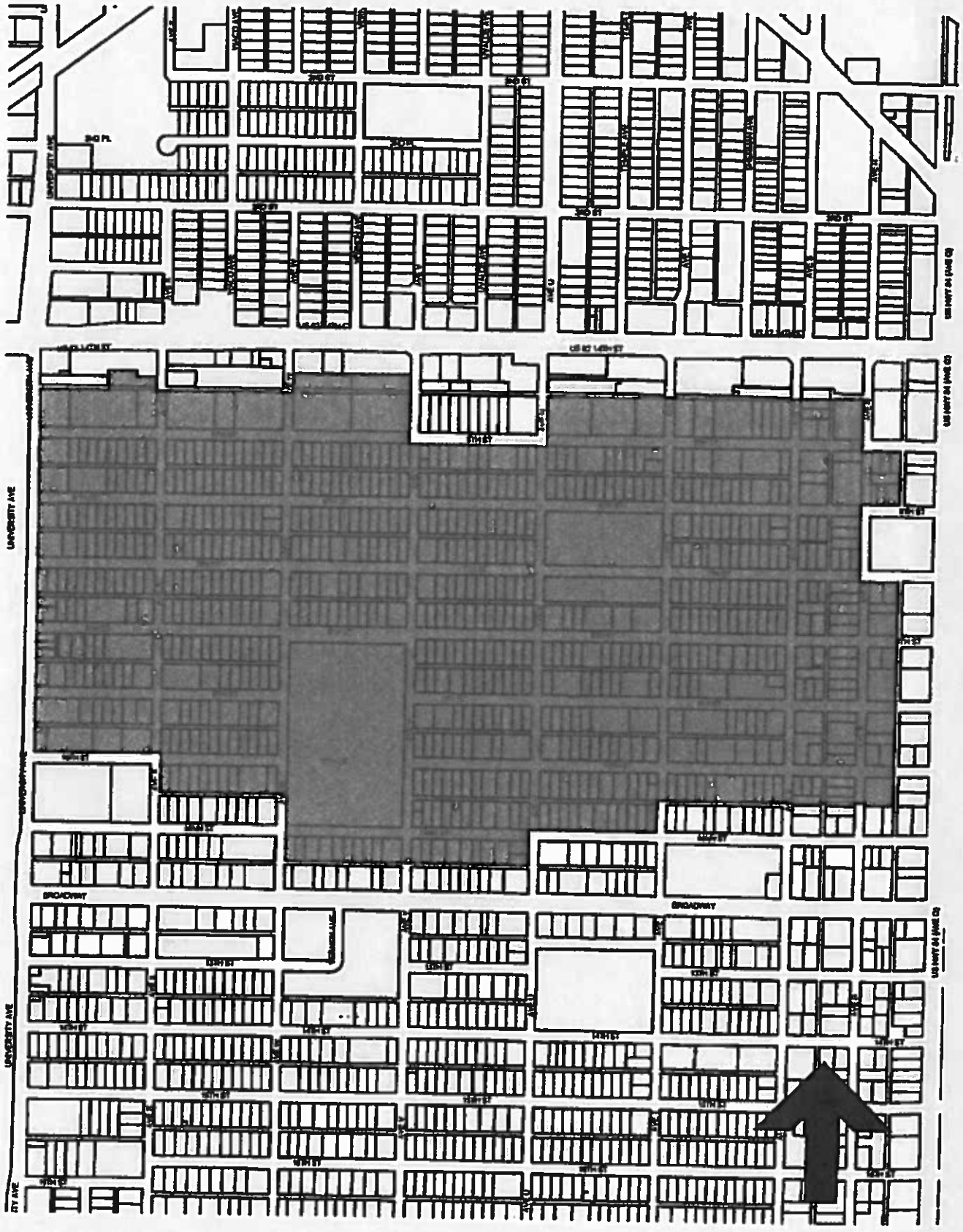
Then west along the northern right-of-way of the alley between Main Street and Broadway to the eastern right-of-way of Avenue W;

Then north to a point parallel to the northern right-of-way of the alley between Main Street and 10th Street,

Then west along the northern boundary of the alley to the eastern right-of-way of Avenue X,

Then north to the northeast corner of Avenue X and 10th Street;

Then west to the point of beginning.



Public Improvement District Boundary

North Overton Public Improvement District
June 2003 Exhibit C

City of Lubbock, TX
Finance Department
North Overton PID Assessment and Service Plan
Exhibit B

Method of Assessment

- Properties will be assessed based on the City's 2015 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04. Exhibit D reflects an estimation of assessments based on the preliminary 2015 values, however, the actual assessment will be based on the final 2015 net taxable values.
- Assessment will be $0.18/$100.00 valuation.
- All property zoned commercial and high - density residential under the City of Lubbock's Zoning Ordinance will be assessed beginning January 1, 2004.
- All single-family and duplex-zoned property will be assessed on a block-by-block basis. Assessment will begin for property in a single-family or duplex-zoned block,

Service Plan

	Actual					Proposed			
Calendar Year	**2012**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**	**Totals**
Property Values *	265,378,108	285,905,478	341,141,225	331,278,492	347,842,417	365,234,537	383,496,264	402,671,078	$ 383,496,264
Discounted Property Values	265,378,108	285,905,478	319,649,328	319,436,111	335,407,917	352,178,312	369,787,228	388,276,589	369,787,228
Fiscal Year Revenues	**2012-13**	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**2018-19**	**2019-20**	**Totals***
Interest Earnings	114	857	326	779	827	918	1,053	1,236	26,913
Assessment @ $0.18	473,493	563,073	575,369	574,985	603,734	633,921	665,617	698,898	4,502,226
Total	**473,607**	**563,930**	**575,695**	**575,764**	**604,562**	**634,839**	**666,670**	**700,134**	**6,251,860**
Expenses									
Lighting	27,016	32,918	41,200	45,000	46,350	47,741	49,173	50,648	484,249
Landscape	383,087	369,365	456,034	465,155	474,458	483,947	493,626	503,499	5,418,300
Annual Operating Cost	3,845	4,241	4,772	5,000	5,150	5,305	5,464	5,628	71,956
Administrative Costs	8,045	9,726	40,442	41,276	42,515	43,790	45,104	46,457	293,922
Subrogation Reimbursement	(10,054)	(7,009)	-	-	-	-	-	-	(17,062)
Total	**411,940**	**409,241**	**542,448**	**556,432**	**568,473**	**580,783**	**593,367**	**606,232**	**6,397,746**
Cash Reserve	**123,671**	**278,361**	**311,608**	**330,940**	**367,029**	**421,084**	**494,387**	**588,289**	$ **588,289**

*** The total column includes prior year amounts that are hidden and do not show on the spreadsheet.**

Assessment Information

2004-2007
Assessment per $100,000
2008-2010
Assessment per $100,000
2011-2019
Assessment per $100,000

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

Meeting Date: 08/13/2015

Information

Agenda Item

Public Hearing at 5:30 p.m. - Finance: Hold a public hearing to consider an ordinance to levy the 2015 assessment for the Quincy Park Public Improvement District (PID), the boundary of which includes the area bounded by portions of 88th and 98th Street on the north, Upland Avenue on the west, 98th Street on the south, and Quincy Avenue on the east.

Item Summary

The purpose of this hearing is to allow the opportunity for property owners in the Quincy Park Public Improvement District (PID) to speak in favor of, or in opposition to, the assessment to be levied in the Quincy Park PID for 2015. The City of Lubbock is required to hold a public hearing annually to levy the assessment. A notice of Public Hearing was published in the Avalanche Journal, and notices were mailed to the property owners on Friday, July 24, 2015, as required by statute.

The proposed assessment rate for 2015 is $0.15 per $100 valuation. This is the same rate as 2014. All property zoned will be assessed for 2015.

Fiscal Impact

None

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Quincy Park PID Public Hearing Notice

Quincy Park PID Revised

Notice of Public Hearing for the Review of the Assessment Rate for the Quincy Park Public Improvement District

Please take notice that on August 13, 2015, at 5:30 PM, the City Council of Lubbock, Texas, will conduct a public hearing in the City Council Chamber of Lubbock, 1625 13th St., Lubbock, Texas 79401. The purpose of this hearing is to consider the 2015 assessment rate for property owners in the Quincy Park Public Improvement District ("District") pursuant to Chapter 372 of the Texas Local Government Code (the "Act").

All interested persons will be given the opportunity to appear and be heard at such public hearing. Written or oral objections will be considered. The Assessment Roll will be available for viewing in the City Secretary's Office after July 24, 2015.

The following information is hereby provided concerning the matters to be considered at such hearing:

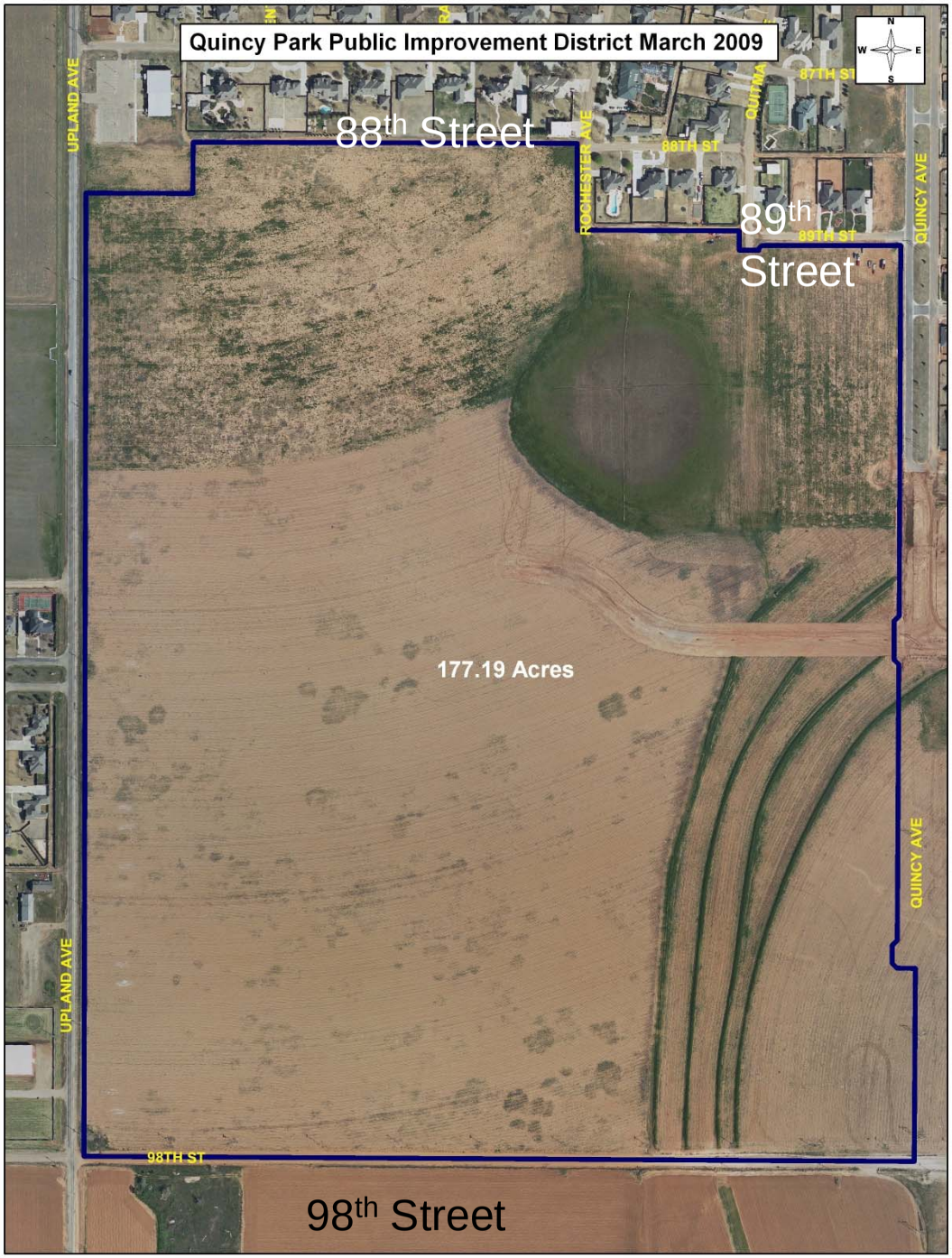
Nature of the Services and Improvements: The general nature of the public improvements is: (i) the design, construction and maintenance of Parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscape and irrigation; and (ii) payment of costs associated with developing and financing the public improvements listed in subdivision (i) including costs of establishing, administering and operating the District. The District is to supplement and enhance services within the District, but not replace or supplant existing City services provided within the District.

Estimated Cost of the Services and Improvements: The total estimated cost of services provided by the District is approximately $497,388 over the next five years. The estimated annual cost rises from $66,501 in FY 2015-16 to $122,521 in FY 2019-20. The District shall not incur bonded indebtedness. The costs are based on a proposed assessment rate of $0.15 per $100.00 of valuation through year 2019.

Boundaries. The District is located wholly within the City of Lubbock, Texas. The Quincy Park Public Improvement District (PID) generally covers an area bounded by portions of 88th and 89th Street on the north, Upland Avenue on the west, 98th Street on the south, and Quincy Avenue on the east. A detailed map of the District and a legal description, as well as the Assessment Roll, is available in the Fiscal Policy Department in Room 201 at the Lubbock Municipal Building.

Public hearings are available to all persons regardless of disability. If you require special assistance, please contact the City of Lubbock at 775-2985 or write to P.O. Box 2000, Lubbock, Texas, 79457, at least 48 hours in advance of the public hearing.

Any questions concerning the matters described in this notice should be directed to:
Danielle Whitfill, City of Lubbock Fiscal Policy Department, at 775-2985



Upland Avenue

Quincy Avenue

Quincy Park Assessment

- Quincy Park Assessment Rate
  - 2014 Assessment Rate - $0.15 per $100 valuation
  - Proposed 2015 Assessment Rate - $0.15 per $100 valuation

- Assessment Per $100,000 valuation
  - 2010 – 2019 $ 150

Regular City Council Meeting **7. 6.**

Meeting Date: 08/13/2015

Information

Agenda Item

Ordinance 1st Reading - Finance: Consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Quincy Park Public Improvement District (PID); approving, adopting, and filing with the City Secretary, the Assessment Roll; closing the hearing and levying assessments based on the revised Service Plan for the cost of certain services and/or improvements to be provided in the District during FY 2015-16.

Item Summary

Each year, the City of Lubbock is required to review classifications for the methods of assessing; approve, adopt, and file the assessment roll (Exhibit C) with the City Secretary; and levy the assessment for the Quincy Park Public Improvement District (PID). This item is preceded by a Public Hearing, which allows property owners in the District to speak in favor of or in opposition to, the assessment rate pursuant to Chapter 372 of the Texas Local Government Code. The proposed assessment rate for 2015 is $0.15 per $100 valuation. This is the same rate as 2014. All property will be assessed for 2015.

The Council is required to review the Service Plan annually and adopt an ordinance setting the assessment rate for the PID. The revised Service Plan is included in the backup.

Exhibit C is available for viewing in the City Secretary's office.

Fiscal Impact

The assessments are deposited into a separate Quincy Park Public Improvement District Fund. The funds raised by the assessment will be used to provide design, construction, and maintenance of Parks and greens together with any ancillary structures, features or amenities, and any other maintenance needed on projects in the District, as well as cover a portion of the costs of administering the PID. The estimated total assessment that will be collected for 2015, based on estimated values, is $86,983.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Quincy Park PID

ORDINANCE NO. _____

AN ORDINANCE REVIEWING CLASSIFICATIONS FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE QUINCY PARK PUBLIC IMPROVEMENT DISTRICT ("DISTRICT"); APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; LEVYING 2015 ASSESSMENTS FOR THE COST OF CERTAIN SERVICES AND/OR IMPROVEMENTS TO BE PROVIDED IN THE DISTRICT DURING FY 2015-16; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE DISTRICT AND AGAINST THE OWNERS THEREOF; AND PROVIDING FOR THE COLLECTION OF THE ASSESSMENT.

WHEREAS, Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and

WHEREAS, On May 28, 2009 the City Council passed Resolution No.2009-R0219 which made certain findings concerning the advisability of creating the Quincy Park Public Improvement District, authorized and created the District as a public improvement district under Chapter 372 of the Texas Local Government Code (Resolution attached as Exhibit A), and designated the Lubbock City Council as the entity responsible for the management of and provision of services and improvements to the District; and

WHEREAS, On June 11, 2009, the City Council passed Resolution No. 2009-R0223, approving the Service and Assessment Plan, which will be reviewed and revised each year when necessary. Exhibit B, attached hereto, contains a revised 2015 Service and Assessment Plan for the Quincy Park Public Improvement District; and

WHEREAS, Chapter 372 of the Texas Local Government Code requires that the City Council review the Service Plan; prepare a proposed assessment roll and file it with the City Secretary; and schedule a public hearing to consider the proposed assessments and receive public comment on an annual basis; and

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held August 13, 2015, to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2015 assessments within the Quincy Park Public Improvement District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired by the calling and holding of such public hearing to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2015 assessment rate for a special assessment against real property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

WHEREAS, the City Council desires to review classifications and formulas for the apportionment of the costs for the services and improvements of the property in the District, and approve, adopt and file with the City Secretary the proposed assessment roll (Exhibit C); and

WHEREAS, the City Council finds after review that the revised service plan and assessment plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of $0.15 per $100.00 of net taxable value through year 2019, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK, TEXAS:

SECTION 1: That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2: That the City Council after review of the Service Plan approves the method of assessing special benefits of services and improvements and the Service Plan, which is set forth in the Assessment Plan attached and incorporated herein as Exhibit B. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Service Plan, each property owner in the District identified for assessments in 2015 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment.

SECTION 3: The City Council hereby approves, adopts and files with the City Secretary the assessment roll attached hereto and made a part of and marked as Exhibit C (the "Assessment Roll"). The Assessment Roll states an estimate of the assessment against each parcel of land in the District, as determined by the method of assessment set forth in the Service plan and this Ordinance. The City Secretary shall file the Assessment Roll in the official City records. The Assessment Roll shall be subject to public inspection.

SECTION 4: That the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on August 13, 2015 at 5:30 p.m. in the City Council Chamber, 1625 13th Street, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3)

the cost of the services and improvements; (4) the boundaries of the District; and (5) that written or oral objections will be considered at the hearing.

SECTION 5: That the City Council finds that Lubbock City staff mailed to the owners of property liable for assessment, notice of the hearing as the ownership appears on the City tax roll. The notice contained the information required by the Act. The notice was mailed before the 10th day before the date of the hearing to the last known address of the property owner on the City tax roll. The failure of the property owner to receive notice does not invalidate the proceeding.

SECTION 6: That the City Council finds that the assessments should be made and levied against the respective parcels of property within the District and against the owners thereof, and are substantially in proportion to the benefits to the respective parcels of property by means of the services and improvements in the District for which such assessments are levied, and further finds that in each case the property assessed is specially benefited by means of the said services and improvements of the District, and further finds that the apportionment of costs of the services and improvements is in accordance with the law in force in this City and the State and in the proceedings of the City heretofore had with reference to the formation of the District and the imposition of assessments for said services and improvements are in all respects valid and regular.

SECTION 7: That there shall be and is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2015 city net taxable value in the manner described in the assessment attached hereto in Exhibits B and C and made part hereof shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

SECTION 8: That the several sums above mentioned and assessed against the said parcels of property and the owners thereof, and interest thereon at the rate per annum established in Section 9 together with reasonable attorney's fees and costs of collection, if incurred, are hereby declared to be and are made a first and prior lien against the property assessed, superior to all other liens and claims except liens and claims for ad valorem taxes and is a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien shall attach on January 1 of each year to the property to secure the payment of all assessments, penalties, and interest ultimately imposed for the year on the property, whether or not the assessments are imposed in the year the lien attaches and shall be effective until the assessment is paid. The lien is perfected on attachment and perfection requires no further action by the governing body.

SECTION 9: That the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31,

2016 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax Code. A delinquent assessment incurs a penalty of six percent of the amount of the assessment for the first calendar month it is delinquent plus one percent for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this section as long as the assessment remains unpaid, regardless of whether a judgment for the delinquent assessment has been rendered. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof, including costs and attorney's fees, shall be enforced by the governing body in the same manner that an ad valorem tax lien against real property may be enforced by the governing body under Chapters 31, 32 and 33 of the Texas Property Tax Code. The owner of the assessed property may pay at any time the entire assessment on any lot or parcel, along with any interest and penalty that has accrued on the assessment.

SECTION 10: That all assessments levied are a personal liability and charge against the real and true owners of the premises described, notwithstanding such owners may not be named, or may be incorrectly named.

SECTION 11: That the assessments herein levied are made and levied under and by virtue of the terms powers and provisions of the Public Improvement District Assessment Act, Chapter 372 of the Texas Local Government Code, as amended.

SECTION 12: That the City may contract with the Lubbock Central Appraisal District and/or any competent attorney to collect the assessments and to represent the Quincy Park Public Improvement District to enforce the collection of delinquent assessments. The attorney's compensation shall be set in the contract, but the total amount of compensation provided may not exceed 20 percent of the amount of delinquent assessment, penalty, and interest collected, as required in Section 6.03 of the Texas Property Tax Code.

AND IT IS SO ORDERED.

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

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock,
Executive Director of Budget

APPROVED AS TO FORM:

Linda L. Chamales,
Economic Development Attorney

Lc city att/Linda/Ordinances/Quincy Park PID Ordinance 2015 Assessment
July 15, 2015

RESOLUTION

WHEREAS, a petition has been received from the record owners of taxable real property representing more than 50 percent of the appraised value (as determined by the most recent certified appraisal roll of the Lubbock Central Appraisal District) of an area within the City of Lubbock generally bounded by portions of 88th and 89th Street on the north, Upland Avenue on the west, 98th Street on the south and Quincy Avenue on the east, AND owners of not less than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal; requesting establishment of a Quincy Park Public Improvement District under Chapter 372 of the Texas Local Government Code for the purpose of designing, constructing and maintaining Parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscape and irrigation; including costs of establishing, administering and operating the District; and

WHEREAS, the petition, a copy of which has been attached as Exhibit "1," was examined, verified, found to meet the requirements of Section 372.005(b) of the Texas Local Government Code, and accepted by the City Council of the City of Lubbock, Texas (the "City"); and

WHEREAS, the boundaries of the proposed Quincy Park Public Improvement District within the city limits of the City of Lubbock are described in the attachment designated as Exhibit "2" and shown on the map attached hereto as Exhibit "3"; and

WHEREAS, the City has called a public hearing to hear public comments on the advisability of the proposed public improvement district and its benefits to the City and to the property within the boundaries of the proposed public improvement district; and

WHEREAS, notice of such public hearing was published in the Lubbock Avalanche-Journal, a daily paper of general circulation in the City, such publication date being before the 15th day before the date of the public hearing stating the time and place of the hearing, the general nature of the services, the estimated cost of the services, the proposed boundaries of the proposed Quincy Park Public Improvement District, the method of assessment, and the apportionment of cost between the improvement district and the city as a whole; and

WHEREAS, written notice containing the information in the published notice was mailed before the 15th day before the date of the hearing to the current addresses of the owners, as reflected on the tax rolls, of property subject to assessment under the proposed public improvement district; and

WHEREAS, such hearing was convened at the time and place mentioned in the published notice, on the 28th day of May, 2009, at 10:00 o'clock a.m., in the Council Chambers of the City of Lubbock, Texas; and

WHEREAS, the City, at such hearing, invited any interest person, or his/her representative, to appear and speak for or against the authorization of the Quincy Park Public Improvement District, the boundaries of the proposed public improvement district, whether all or a part of the territory which is described in Exhibit "2" attached hereto and depicted on the map attached hereto as Exhibit "3" should be included in such proposed Quincy Park Public Improvement District, the advisability of the proposed improvements, the nature of the improvements, the estimated costs of the improvements; the method of assessment, and the apportionment of costs between the district and the city as a whole; and

WHEREAS, all owners of property located with the proposed Quincy Park Public Improvement District and all other taxing units and other interested persons were given a reasonable opportunity at such public hearing to protest the authorization of the Quincy Park Public Improvement District and/or the inclusion of their property in such District; and

WHEREAS, the proponents of the Quincy Park Public Improvement District offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the Quincy Park Public Improvement District, and opponents of the Quincy Park Public Improvement District were given the opportunity to appear to contest authorization of the district, after which the hearing was closed; **NOW THEREFORE:**

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

SECTION 1: That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2: That the City Council, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

(a) That the public hearing on the advisability of authorizing the Quincy Park Public Improvement District has been properly called, held and conducted and that notice of such hearing has been published and mailed as required by law and delivered to the current address of the owners of property subject to assessment under the proposed public improvement district.

(b) That authorization of the proposed Quincy Park Public Improvement District with boundaries as described in Exhibits "2" and "3" for the purpose of designing, constructing and maintaining Parks and greens together with any ancillary structures, features or amenities such as

playgrounds, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscape and irrigation; including costs of establishing, administering and operating the District is advisable and will result in benefits to the City, its residents and property owners in the Quincy Park Public Improvement District.

(c) That the total estimated cost of services and improvements proposed to be provided by the District is approximately $93,140.00 over the next five (5) years, and that the estimated annual cost rises from $15,000 in the year three to $39,140 in year five (5). Services anticipated are maintenance of 93rd Street median and entrances; maintenance of the park at 91st Street and Quitna; electric cost for lighting; and developer reimbursement for the cost of construction of said median and park.

(d) That the costs are based on a proposed assessment rate of $.15 per $100.00 of valuation through year 2017, decreasing to $0.07 per $100.00 of valuation in 2018.

(e) That as to apportionment of cost between the proposed District and the City, all costs for proposed improvements will be paid by the District through assessments.

SECTION 3: That the City hereby authorizes under Sections 372.006, 372.010, and 372.041 of the Act, a public improvement district over the area described in Exhibit 2 attached hereto and depicted in the map attached hereto as Exhibit 3 and such public improvement district shall hereafter be identified as the Quincy Park Public Improvement District, City of Lubbock, Texas.

SECTION 4: That the City Council shall be the governing board for the Quincy Park Public Improvement District. The City Council may appoint an Advisory Board for management of the District in the future.

SECTION 5: That the notice of this authorization for the Quincy Park Public Improvement District shall be published in a newspaper of general circulation in the city.

SECTION 6: That if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

EXHIBIT A

Passed by the City Council this 28th day of May, 2009.

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Rob Allison, Assistant City Manager
Development Services

APPROVED AS TO FORM:

Linda L. Chamales,
Economic Development Attorney

as/cityatt/Linda/Quincy Park PID Establishment
May 14, 2009

EXHIBIT A
Exhibit "1"

Resolution No. 2009-R0219

CITY OF LUBBOCK §

COUNTY OF LUBBOCK §

STATE OF TEXAS §

CERTIFICATE OF PUBLIC RECORD

I hereby certify, in the performance of the functions of my office, that one signature on the attached document has been verified and that the same constitutes record owners of taxable real property representing more than fifty percent (50%) of the appraised value of the property (as determined by the current roll of the Appraisal District) in the area known as Quincy Park, as shown on that attached map, AND owners of more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal as required by Section 372.005(b) of the Texas Local Government Code; said documents appear of record in my office and that said documents are an official record from the public office of the City Secretary of the City of Lubbock, Lubbock County, State of Texas, and is kept in said office.

I further certify that I am the City Secretary of the City of Lubbock, that I have legal custody of said record, and that I am a lawful possessor and keeper and have legal custody of the records in said office.

In witness whereof I have hereunto set my hand and affixed the official seal of said office this 13th day of March, 2009.

(City Seal)

Rebecca Garza
City Secretary
City of Lubbock
Lubbock County, State of Texas

EXHIBIT A

Resolution No. 2009-R0219

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO FINANCE IMPROVEMENTS TO QUINCY PARK

RECEIVED
MAR 11 2009
CITY SECRETARY
LUBBOCK, TEXAS

THE STATE OF TEXAS §
§
CITY OF LUBBOCK §

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF LUBBOCK:

The undersigned petitioners (the "Petitioners"), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), request that the City of Lubbock create a public improvement district (the "District") in the territory described in Exhibit A attached hereto (the "Land") within the City of Lubbock, Texas (the "City"), and in support of this petition the Petitioners would present the following:

Section 1. Standing of Petitioners. In compliance with the requirements of Texas Local Government Code, Section 372.005(b), as determined by the current roll of the Lubbock Central Appraisal District, the Petitioners constitute: (i) the owners of taxable real property representing more than 50% of the appraised value of real property liable for assessment under the proposal described herein, and (ii) the record owners of taxable real property that constitutes more than 50% of the area of all taxable real property that is liable for assessment under such proposal.

Section 2. General nature of the proposed construction and maintenance of the public improvements. The general nature of the proposed public improvements is: (i) the design, construction and maintenance of Parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscape and irrigation; and (ii) payment of costs associated with developing and financing the public improvements listed in subdivision (i) including costs of establishing, administering and operating the District.

Section 3. Estimated cost of the proposed construction and maintenance of the public improvements: Construction of Improvements - $381,573.59. Annual maintenance costs - $32,000.

Section 4. Boundaries. The proposed boundaries of the District are described in Exhibit A.

Section 5. Method of assessment. An assessment methodology will be prepared that will address (i) how the costs of the public improvements paid for with the assessments are assessed against the property in the District, (ii) the assessments to be collected each year, and (iii) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District). Additionally, a report will be prepared showing the special benefits accruing to property in the District and how the costs of the public improvements are assessed to

property on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited.

In assessing the costs of the public improvements and maintenance of the public improvements, property will be classified based on the value of the property, or upon a combination of size or type of improvement and value of property.

The assessment methodology will result in each parcel paying its fair share of the costs of the public improvements provided with the assessments based on the special benefits received by the property from the public improvements and property equally situated paying equal shares of the costs of the public improvements.

Section 6. Apportionment of Cost between the City and the District. The City will not be obligated to provide any funds to finance the proposed public improvements. All of the costs of the proposed public improvements will be paid by assessments of the property within the District and from other sources of funds, if any, available to the developer of the Land.

Section 7. Management of the District. The City will manage the District, or, to the extent allowed by law, the City may contract with either a non-profit, or a for-profit organization to carry out all or a part of the responsibilities of managing the District, including the day-to-day management and administration of the District.

Section 8. Advisory board. An advisory board may be established to develop and recommend an improvement plan to the City Council of the City (the "City Council").

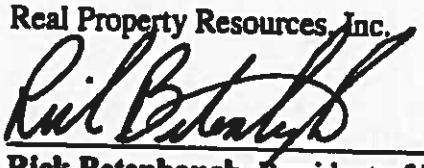
The signers of this petition request the establishment of the District and this petition will be filed with the City Secretary in support of the creation of the District by the City Council as herein provided.

[Signature on following page]

EXHIBIT A

PETITIONERS:

Real Property Resources, Inc.



Rick Betenbough, President of Real Property Resources, Inc.

Signature Page for Petition

EXHIBIT A

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

On this, the 5th day of March, 2009, before me, the undersigned Notary Public, personally appeared **Rick Betenbough** who acknowledged that he is **President of Real Property Resources, Inc.**, and that he, in such capacity, being duly authorized so to do, executed the foregoing petition for the purposes therein contained by signing his name in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

CINDY DEAN
Notary Public, State of Texas
My Commission Expires 7-16-2012

Notary Public Signature

Acknowledgement Page for Petition

EXHIBIT A

DESCRIPTION OF A 177.1997 ACRE TRACT IN SECTION 27, BLOCK AK, ABST. 245 LUBBOCK COUNTY, TEXAS

A 177.1997 ACRE TRACT OF LAND LOCATED IN SECTION 27, BLOCK AK, ABST. 245, LUBBOCK COUNTY, TEXAS AND BEING THAT CERTAIN 180.414 ACRE TRACT OF LAND, LESS THE RIGHT-OF-WAY DEDICATED FOR QUINCY AVENUE, DESCRIBED AND RECORDED IN VOLUME 8367, PAGE 338 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, SAID 177.1997 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" FOUND AT THE NORTHEAST CORNER OF SAID SECTION 23, THE SOUTHEAST CORNER OF SECTION 26 AND THE SOUTHWEST CORNER OF SECTION 27 OF SAID BLOCK AK FOR THE SOUTHWEST CORNER OF THIS TRACT, HAVING COORDINATES OF NORTHING: 7,248,077.30 AND EASTING: 909,648.11, TEXAS COORDINATE SYSTEM TXNC ZONE 4202, NAD83 (CORS96), WHENCE A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN REFERENCE BEARS N. 46° 55' 59" E. A DISTANCE OF 77.69 FEET;

THENCE N. 01° 52' 06" E., ALONG THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 2984.18 FEET TO A RAILROAD SPIKE SET AT THE SOUTHWEST CORNER OF THE PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, AN ADDITION IN LUBBOCK COUNTY, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 3504, PAGE 44 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY FOR THE MOST WESTERLY NORTHWEST CORNER OF THIS TRACT;

THENCE S. 88° 08' 17" E., ALONG THE SOUTH LINE OF AN ALLEY AND SAID PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, AT A DISTANCE OF 55.00 FEET PASS A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN THE EAST RIGHT-OF WAY LINE OF UPLAND AVENUE, CONTINUING FOR A TOTAL DISTANCE OF 369.76 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "H. R. & ASSOCS" FOUND AT A CORNER OF SAID ALLEY AND PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, FOR AN ELL CORNER OF THIS TRACT;

THENCE N. 01° 53' 28" E., ALONG THE EAST LINE OF SAID ALLEY AND PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, A DISTANCE OF 147.91 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "RPLS 4460" FOUND AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 46° 53' 25" E., ALONG THE EASTERLY LINE OF SAID ALLEY AND PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, A DISTANCE OF 14.14 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "H. R. & ASSOCS" FOUND AT A POINT OF INTERSECTION AND THE MOST NORTHERLY NORTHWEST CORNER OF THIS TRACT;

THENCE S. 88° 06' 35" E., ALONG THE SOUTH LINE SAID ALLEY AND PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, A DISTANCE OF 1176.17 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "RPLS 4460" FOUND IN THE PLAT LIMITS OF LOTS 1 THROUGH 78, WESTWOOD, AN ADDITION IN LUBBOCK COUNTY, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 1636, PAGE 624 OF THE DEED RECORDS OF LUBBOCK COUNTY AND THE WEST RIGHT-OF-WAY LINE OF ROCHESTER AVENUE, SAME BEING THE SOUTHEST CORNER OF SAID ALLEY AND PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, FOR THE MOST NORTHERLY NORTHEAST CORNER OF THIS TRACT;

THENCE S. 01° 53' 17" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF ROCHESTER AVENUE AND PLAT LIMITS OF LOTS 1 THROUGH 78, WESTWOOD, AT A DISTANCE OF 37.71 FEET PASS THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 88TH STREET, SAME BEING THE MOST WESTERLY NORTHWEST CORNER OF THE PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, AN ADDITION IN LUBBOCK COUNTY, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 4363, PAGE 176 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY, CONTINUING FOR A TOTAL DISTANCE OF 267.72 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "RPLS 4460" FOUND AT THE MOST WESTERLY SOUTHWEST CORNER OF SAID PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, FOR AN ELL CORNER OF THIS TRACT;

THENCE S. 88° 07' 11" E., ALONG THE SOUTH LINE OF AN ALLEY AND SAID PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, A DISTANCE OF 501.09 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "H. R. & ASSOCS" FOUND IN THE WEST RIGHT-OF-WAY LINE OF QUITMAN AVENUE, FOR A CORNER OF THIS TRACT;

THENCE S. 01° 54' 44" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUITMAN AVENUE AND PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, A DISTANCE OF 60.13 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT THE SOUTH TERMINUS OF QUITMAN AVENUE AND A CORNER OF SAID PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, FOR AN ELL CORNER OF THIS TRACT;

THENCE S. 88° 05' 34" E., ALONG THE SOUTH TERMINUS OF QUITMAN AVENUE AND PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF CURVATURE AND A CORNER OF THIS TRACT;

THENCE NORTHEASTERLY, ALONG SAID CURVE TO THE RIGHT AND THE EASTERLY RIGHT-OF-WAY LINE OF QUITMAN AVENUE AND PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF N. 46° 54' 26" E. AND DISTANCE OF 21.21 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF TANGENCY IN THE SOUTH RIGHT-OF-WAY LINE OF 89TH STREET FOR A CORNER OF THIS TRACT;

THENCE S. 88° 05' 34" E., ALONG SAID SOUTH RIGHT-OF-WAY LINE OF 89TH STREET AND PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, A DISTANCE OF 425.90 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN THE WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND THE WEST LINE OF THE PLAT LIMITS OF LOTS 308 THROUGH 609, MONTEREY ADDITION TO THE CITY OF LUBBOCK, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 8928, PAGE 282 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S. 01° 58' 32" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 308 THROUGH 609, MONTEREY ADDITION AT A DISTANCE OF 651.70 FEET PASS A 1/2" IRON ROD WITH A CAP STAMPED "RPLS 4460" FOUND AT THE SOUTHWEST CORNER OF SAID PLAT LIMITS OF LOTS 308 THROUGH 609, MONTEREY ADDITION, SAME BEING THE NORTHWEST CORNER OF THE PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION TO THE CITY OF LUBBOCK, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 9959, PAGE 335 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, CONTINUING FOR A TOTAL DISTANCE OF 1144.54 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 46° 53' 55" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 21.24 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 01° 58' 32" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 120.00 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 43° 06' 05" E., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 21.18 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 01° 58' 32" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 852.88 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 46° 53' 55" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 21.24 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 01° 58' 32" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 56.00 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

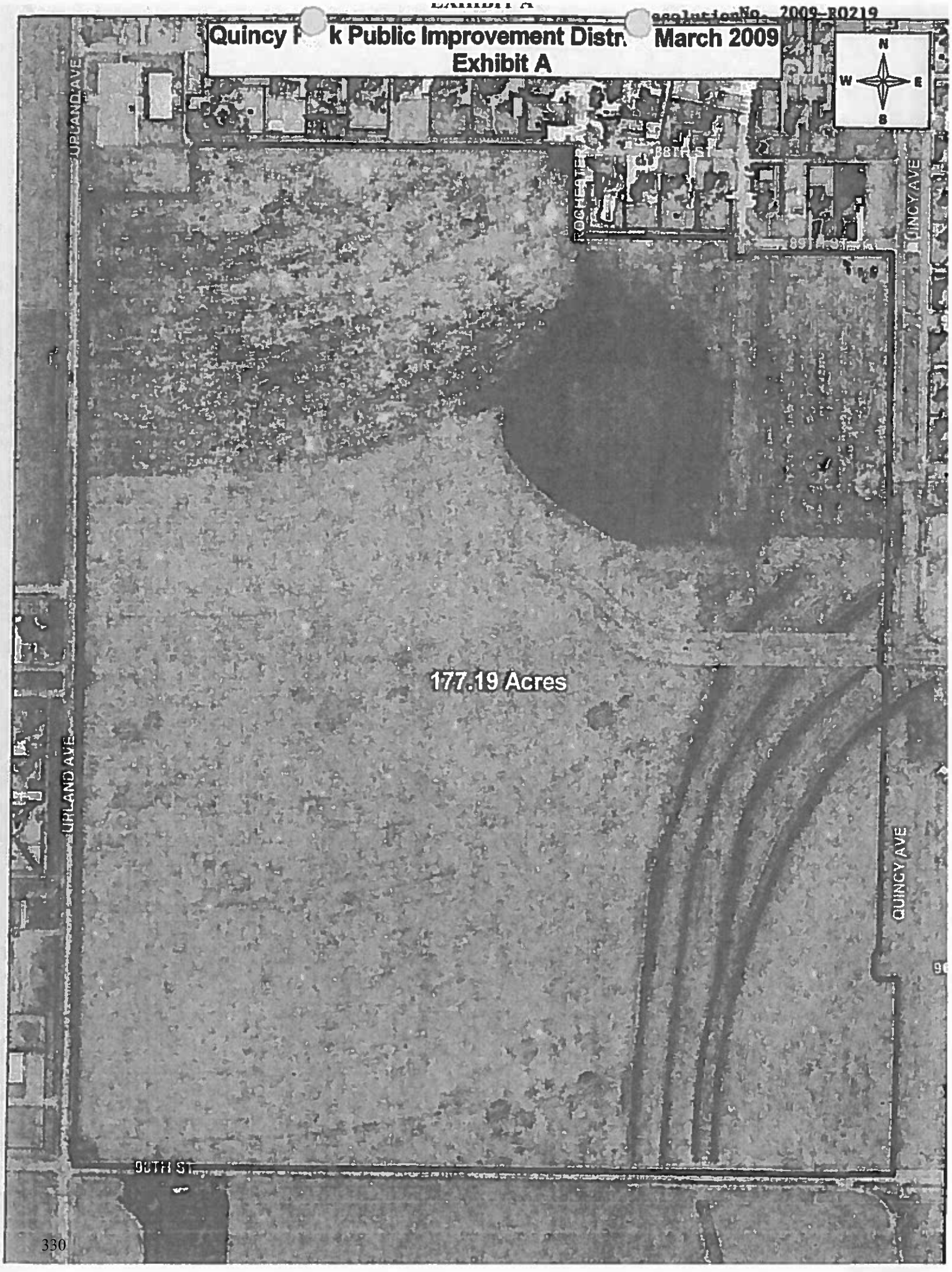
THENCE S. 43° 06' 05" E., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 21.18 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "RPLS 4460" FOUND AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 88° 10' 42" E., ALONG THE SOUTH TERMINUS OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN THE WEST LINE OF THAT CERTAIN 319.845 TRACT OF LAND DESCRIBED AND RECORDED IN VOLUME 7451, PAGE 120 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY FOR A CORNER OF THIS TRACT;

THENCE S. 01° 58' 32" W., ALONG THE WEST LINE OF SAID 319.845 ACRE TRACT AT A DISTANCE OF 545.91 PASS A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN REFERENCE, CONTINUING FOR A TOTAL DISTANCE OF 600.91 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN THE SOUTH LINE OF SAID SECTION 27 FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE N. 88° 00' 08" W., ALONG THE SOUTH LINE OF SAID SECTION 27, A DISTANCE OF 2612.56 FEET TO THE **POINT OF BEGINNING.** BEARINGS OF THIS SURVEY ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD83 (CORS96). CONVERGENCE ANGLE = -01° 58' 32". DISTANCES ARE ACTUAL SURFACE DISTANCES.

Resolution No. 2009-R0219



DESCRIPTION OF A 177.1997 ACRE TRACT IN SECTION 27, BLOCK AK, ABST. 245 LUBBOCK COUNTY, TEXAS

A 177.1997 ACRE TRACT OF LAND LOCATED IN SECTION 27, BLOCK AK, ABST. 245, LUBBOCK COUNTY, TEXAS AND BEING THAT CERTAIN 180.414 ACRE TRACT OF LAND, LESS THE RIGHT-OF-WAY DEDICATED FOR QUINCY AVENUE, DESCRIBED AND RECORDED IN VOLUME 8367, PAGE 338 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, SAID 177.1997 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" FOUND AT THE NORTHEAST CORNER OF SAID SECTION 23, THE SOUTHEAST CORNER OF SECTION 26 AND THE SOUTHWEST CORNER OF SECTION 27 OF SAID BLOCK AK FOR THE SOUTHWEST CORNER OF THIS TRACT, HAVING COORDINATES OF NORTHING: 7,248,077.30 AND EASTING: 909,648.11, TEXAS COORDINATE SYSTEM TXNC ZONE 4202, NAD83 (CORS96), WHENCE A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN REFERENCE BEARS N. 46° 55' 59" E. A DISTANCE OF 77.69 FEET;

THENCE N. 01° 52' 06" E., ALONG THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 2984.18 FEET TO A RAILROAD SPIKE SET AT THE SOUTHWEST CORNER OF THE PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, AN ADDITION IN LUBBOCK COUNTY, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 3504, PAGE 44 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY FOR THE MOST WESTERLY NORTHWEST CORNER OF THIS TRACT;

THENCE S. 88° 08' 17" E., ALONG THE SOUTH LINE OF AN ALLEY AND SAID PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, AT A DISTANCE OF 55.00 FEET PASS A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN THE EAST RIGHT-OF WAY LINE OF UPLAND AVENUE, CONTINUING FOR A TOTAL DISTANCE OF 369.76 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "H. R. & ASSOCS" FOUND AT A CORNER OF SAID ALLEY AND PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, FOR AN ELL CORNER OF THIS TRACT;

THENCE N. 01° 53' 28" E., ALONG THE EAST LINE OF SAID ALLEY AND PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, A DISTANCE OF 147.91 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "RPLS 4460" FOUND AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 46° 53' 25" E., ALONG THE EASTERLY LINE OF SAID ALLEY AND PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, A DISTANCE OF 14.14 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "H. R. & ASSOCS" FOUND AT A POINT OF INTERSECTION AND THE MOST NORTHERLY NORTHWEST CORNER OF THIS TRACT;

THENCE S. 88° 06' 35" E., ALONG THE SOUTH LINE SAID ALLEY AND PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, A DISTANCE OF 1176.17 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "RPLS 4460" FOUND IN THE PLAT LIMITS OF LOTS 1 THROUGH 78, WESTWOOD, AN ADDITION IN LUBBOCK COUNTY, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 1636, PAGE 624 OF THE DEED RECORDS OF LUBBOCK COUNTY AND THE WEST RIGHT-OF-WAY LINE OF ROCHESTER AVENUE, SAME BEING THE SOUTHEST CORNER OF SAID ALLEY AND PLAT LIMITS OF LOTS 79 THROUGH 87, WESTWOOD, FOR THE MOST NORTHERLY NORTHEAST CORNER OF THIS TRACT;

THENCE S. 01° 53' 17" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF ROCHESTER AVENUE AND PLAT LIMITS OF LOTS 1 THROUGH 78, WESTWOOD, AT A DISTANCE OF 37.71 FEET PASS THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 88TH STREET, SAME BEING THE MOST WESTERLY NORTHWEST CORNER OF THE PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, AN ADDITION IN LUBBOCK COUNTY, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 4363, PAGE 176 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY, CONTINUING FOR A TOTAL DISTANCE OF 267.72 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "RPLS 4460" FOUND AT THE MOST WESTERLY SOUTHWEST CORNER OF SAID PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, FOR AN ELL CORNER OF THIS TRACT;

THENCE S. 88° 07' 11" E., ALONG THE SOUTH LINE OF AN ALLEY AND SAID PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, A DISTANCE OF 501.09 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "H. R. & ASSOCS" FOUND IN THE WEST RIGHT-OF-WAY LINE OF QUITMAN AVENUE, FOR A CORNER OF THIS TRACT;

EXHIBIT A

Exhibit "2"

THENCE S. 01° 54' 44" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUITMAN AVENUE AND PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, A DISTANCE OF 60.13 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT THE SOUTH TERMINUS OF QUITMAN AVENUE AND A CORNER OF SAID PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, FOR AN ELL CORNER OF THIS TRACT;

THENCE S. 88° 05' 34" E., ALONG THE SOUTH TERMINUS OF QUITMAN AVENUE AND PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF CURVATURE AND A CORNER OF THIS TRACT;

THENCE NORTHEASTERLY, ALONG SAID CURVE TO THE RIGHT AND THE EASTERLY RIGHT-OF-WAY LINE OF QUITMAN AVENUE AND PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF N. 46° 54' 26" E. AND DISTANCE OF 21.21 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF TANGENCY IN THE SOUTH RIGHT-OF-WAY LINE OF 89TH STREET FOR A CORNER OF THIS TRACT;

THENCE S. 88° 05' 34" E., ALONG SAID SOUTH RIGHT-OF-WAY LINE OF 89TH STREET AND PLAT LIMITS OF LOTS 88 THROUGH 136, WESTWOOD, A DISTANCE OF 425.90 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN THE WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND THE WEST LINE OF THE PLAT LIMITS OF LOTS 308 THROUGH 609, MONTEREY ADDITION TO THE CITY OF LUBBOCK, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 8928, PAGE 282 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S. 01° 58' 32" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 308 THROUGH 609, MONTEREY ADDITION AT A DISTANCE OF 651.70 FEET PASS A 1/2" IRON ROD WITH A CAP STAMPED "RPLS 4460" FOUND AT THE SOUTHWEST CORNER OF SAID PLAT LIMITS OF LOTS 308 THROUGH 609, MONTEREY ADDITION, SAME BEING THE NORTHWEST CORNER OF THE PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION TO THE CITY OF LUBBOCK, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 9959, PAGE 335 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, CONTINUING FOR A TOTAL DISTANCE OF 1144.54 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 46° 53' 55" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 21.24 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 01° 58' 32" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 120.00 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 43° 06' 05" E., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 21.18 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 01° 58' 32" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 852.88 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 46° 53' 55" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 21.24 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 01° 58' 32" W., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 56.00 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 43° 06' 05" E., ALONG SAID WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 21.18 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "RPLS 4460" FOUND AT A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 88° 10' 42" E., ALONG THE SOUTH TERMINUS OF QUINCY AVENUE AND PLAT LIMITS OF LOTS 610 THROUGH 928, MONTEREY ADDITION, A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN THE WEST LINE OF THAT CERTAIN 319.845 TRACT OF LAND DESCRIBED AND

EXHIBIT A

Exhibit "2"

RECORDED IN VOLUME 7451, PAGE 120 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY FOR A CORNER OF THIS TRACT;

THENCE S. 01° 58' 32" W., ALONG THE WEST LINE OF SAID 319.845 ACRE TRACT AT A DISTANCE OF 545.91 PASS A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN REFERENCE, CONTINUING FOR A TOTAL DISTANCE OF 600.91 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "STEVENS RPLS 4339" SET IN THE SOUTH LINE OF SAID SECTION 27 FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE N. 88° 00' 08" W., ALONG THE SOUTH LINE OF SAID SECTION 27, A DISTANCE OF 2612.56 FEET TO THE **POINT OF BEGINNING.** BEARINGS OF THIS SURVEY ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD83 (CORS96). CONVERGENCE ANGLE = -01° 58' 32". DISTANCES ARE ACTUAL SURFACE DISTANCES.

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

SURVEYED OCTOBER 5 AND DECEMBER 28, 2007

NORRIS STEVENS
R.P.L.S. 4339

SURVEYOR'S REPORT:

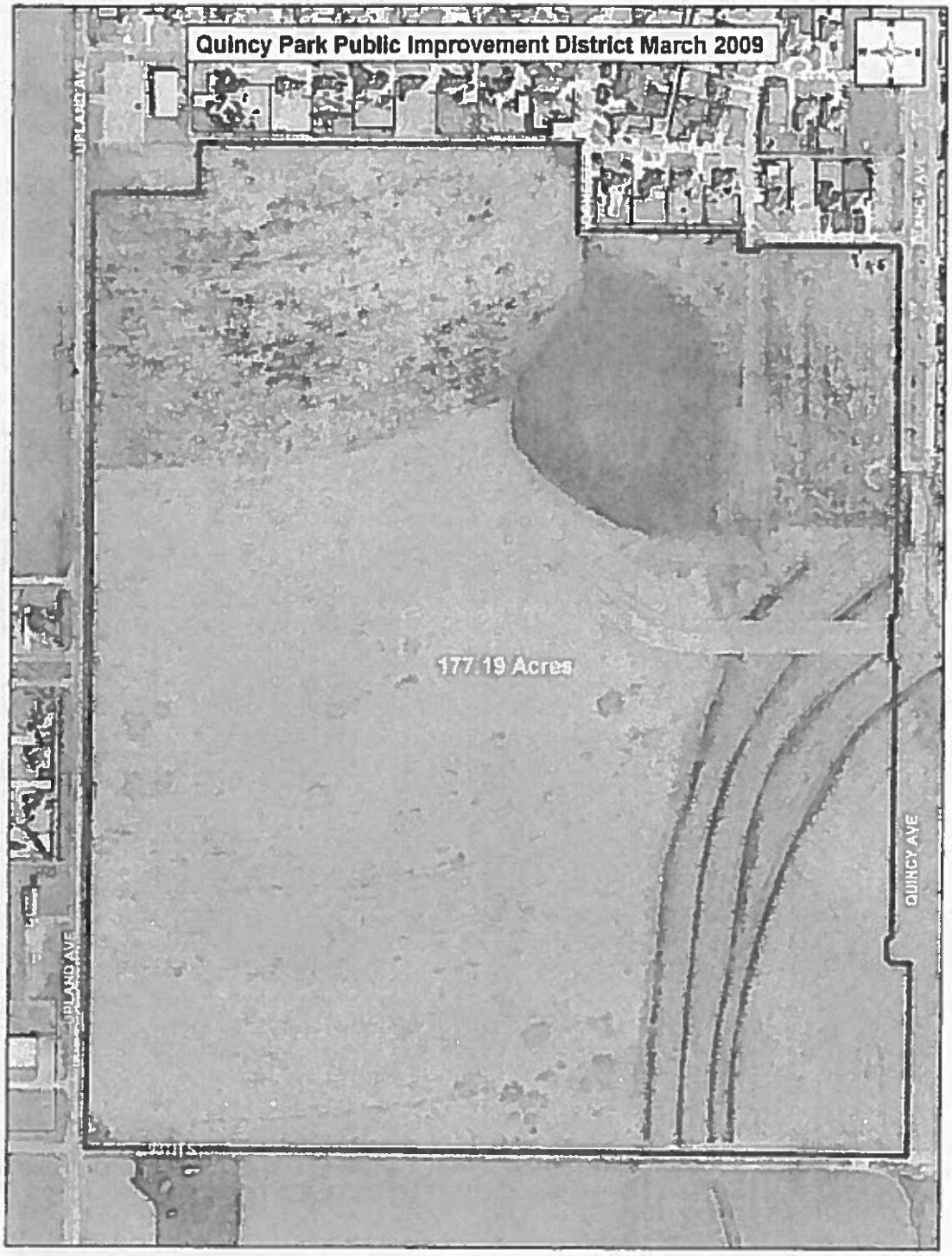
THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH. FOUND MONUMENTS ARE ACCEPTED AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.

071006.

EXHIBIT A

Exhibit "3"

Resolution No. 2009-R0219



City of Lubbock, TX
Finance Department
Quincy Park PID Assessment and Service Plan
Exhibit B

Method of Assessment

* Properties will be assessed based on the City's 2015 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.

* Assessment will be $0.15/$100.00 valuation

* All property will be assessed based on the final 2015 "net taxable value".

City of Lubbock, TX
Finance Department
Quincy Park PID Assessment and Service Plan
Exhibit B

Service Plan

	Actual		Proposed						
Calendar Year	**2012**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**	**Totals**
Property Values* (Taxable)	$ 26,996,464	35,088,667	47,672,184	64,431,656	65,720,289	67,034,695	68,375,389	69,742,897	$ 69,742,897
Discounted Property Values	26,996,464	35,088,667	47,576,840	57,988,490	59,148,260	60,331,225	61,537,850	62,768,607	62,768,607
Fiscal Year Revenues	**2012-13**	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**2018-19**	**2019-20**	**Totals^**
Interest Earnings	34	254	144	289	341	394	323	252	2,077
Assessment @ $0 15	40,710	52,633	71,365	86,983	88,722	90,497	92,307	94,153	663,941
Total	**$ 40,744**	**52,887**	**71,509**	**87,272**	**89,064**	**90,891**	**92,630**	**94,405**	**$ 666,019**
Expenses									
93rd Street - Boulevard & Entrances									
Maintenance of Boulevard and Entrances	$ -	-	10,000	10,000	10,200	10,404	10,612	10,824	$ 62,040
Park @ 91st & Quitman (8 84 Acres)									
Park maintenance of 8 84 acres	-	5,573	40,000	40,000	40,800	41,616	42,448	43,297	253,735
Electric Cost	-	-	3,000	4,000	4,080	4,162	4,245	4,330	23,816
Administrative Costs	4,565	5,751	7,011	8,602	8,860	9,126	9,400	9,682	66,317
Annual Operation Cost									
Public Hearing and Collection Cost	3,253	3,286	3,452	3,899	4,016	4,136	4,261	4,388	37,457
Capital Outlay (Developer)									
Reimburse developer for expenses	-	-	-	-	-	50,000	50,000	50,000	150,000
Total	**$ 7,818**	**14,610**	**63,463**	**66,501**	**67,956**	**119,444**	**120,965**	**122,521**	**$ 593,365**
Cash Reserve	**$ 69,457**	**107,734**	**115,780**	**136,551**	**157,659**	**129,106**	**100,770**	**72,653**	**$ 72,653**

*Property Value growth rate = 2% annually

^Total amounts also include actual revenues and expenses prior to 2012

Assessment Information

2010-2019

Assessment per $100,000 $ 150.00

City of Lubbock, TX
Finance Department
Quincy Park Public Improvement District Assessment Roll
As of January 1, 2015
Exhibit C

Property ID	Owner Name	Mailing Address	Exemption	Property Address	Legal Description	2015 Market Value	2015 Taxable Value	2015 Estimated Assessment[A]
R316332	ABBOTT, THOMAS M	1514 BARBARA AVE SAN ANGELO, TX 76904		9308 RIDGELY AVE, LUBBOCK, TX 79424	QUINCY PARK L 117	$ 158,173	158,173	237
R317941	ABEDI, SEYED	6922 96TH ST LUBBOCK, TX 79424	HS	6922 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 220	129,313	126,266	189
R316334	ABRAHAM RYAN & SUSAN C &	ABRAHAM P MATHEW 9304 RIDGELY AVE LUBBOCK, TX 79424	HS	9304 RIDGELY AVE, LUBBOCK, TX 79424	QUINCY PARK L 119	132,616	129,433	194
R316273	ACHEN, WILNA R	7019 94TH ST LUBBOCK, TX 79424-7017	HS,OA	7019 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 58	127,329	110,629	166
R317934	ADAMS KENNY & LEANNA	6901 89TH ST LUBBOCK, TX 79424-8801	HS	6901 89TH ST, LUBBOCK, TX 79424	QUINCY PARK L 206	192,787	185,706	279
R321744	ALEMAN, CHRIS	7015 96TH ST LUBBOCK, TX 79424	HS	7015 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 273	160,244	155,899	234
R322754	ALLEN SAMUEL & AMANDA	9702 QUITMAN AVE LUBBOCK, TX 79424	HS	9702 QUITMAN AVE, LUBBOCK, TX 79424	QUINCY PARK L 317	162,339	162,339	244
R316325	ALONZO ERIKA M & CODY	9306 REMINGTON AVE LUBBOCK, TX 79424		9306 REMINGTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 110	128,146	128,146	192
R316233	ALVA, TIMOTHY C	7007 95TH ST LUBBOCK, TX 79424		7007 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 18	135,382	135,382	203
R321750	ANAELE UZOMA & EWA	7003 96TH ST LUBBOCK, TX 79424	HS	7003 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 279	136,994	132,447	199
R316330	ANDERSON, WHITNEY	9305 RIDGELY AVE LUBBOCK, TX 79424		9305 RIDGELY AVE, LUBBOCK, TX 79424	QUINCY PARK L 115	177,535	177,535	266

City of Lubbock, TX
Finance Department
Quincy Park Public Improvement District Assessment Roll
As of January 1, 2015
Exhibit C

Property ID	Owner Name	Mailing Address	Exemption	Property Address	Legal Description	2015 Market Value	2015 Taxable Value	2015 Estimated Assessment*
R316221	ANDREW, JANA	6911 95TH ST LUBBOCK, TX 79424-7544	HS	6911 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 6	$ 130,540	127,453	191
R317890	ANDREWS JEFFREY D & LAUREL A	6904 92ND ST LUBBOCK, TX 79424	HS	6904 92ND ST, LUBBOCK, TX 79424	QUINCY PARK L 170	200,682	193,050	290
R323397	ANDREWS RANDY & LESLIE	9203 TURNER AVE LUBBOCK, TX 79424		9203 TURNER AVE, LUBBOCK, TX 79424	QUINCY PARK L 354	206,065	206,065	309
R321736	APPLE, TYLER P	7031 96TH ST LUBBOCK, TX 79424	HS	7031 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 265	161,249	155,470	233
R325054	ARCHAMBAULT, KORI	9703 ROSS AVE LUBBOCK, TX 79424	HS	9703 ROSS AVE, LUBBOCK, TX 79424	QUINCY PARK L 435	171,258	171,258	257
R317936	ARELLANO ADAM & LACEY	2035 TECH DR LEVELLAND, TX 79336-6707		6912 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 215	151,600	151,600	227
R316310	ARRIETA, ALBERTO	9312 QUITMAN AVE LUBBOCK, TX 79424	HS	9312 QUITMAN AVE, LUBBOCK, TX 79424	QUINCY PARK L 95	135,063	131,779	198
R322746	ASDO, BERTHA A	9706 REMINGTON AVE LUBBOCK, TX 79424		9706 REMINGTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 309	152,789	152,789	229
R322768	ASTORGA, ANGELICA	9710 QUINCY AVE LUBBOCK, TX 79424	HS	9710 QUINCY AVE, LUBBOCK, TX 79424	QUINCY PARK L 331	180,338	180,338	271
R316235	ATKINS, LEE T	7011 95TH ST LUBBOCK, TX 79424	HS	7011 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 20	128,281	125,276	188
R317882	AXTON CORY & JILL	6905 92ND ST LUBBOCK, TX 79424	HS	6905 92ND ST, LUBBOCK, TX 79424	QUINCY PARK L 161	202,255	194,619	292

City of Lubbock, TX
Finance Department
Quincy Park Public Improvement District Assessment Roll
As of January 1, 2015
Exhibit C

Property ID	Owner Name	Mailing Address	Exemption	Property Address	Legal Description	2015 Market Value	2015 Taxable Value	2015 Estimated Assessment*
R317907	AXTON GARY C & SHERRY	6914 91ST ST LUBBOCK, TX 79424	HS,OA	6914 91ST ST, LUBBOCK, TX 79424	QUINCY PARK L 187	$ 254,232	229,548	344
R323438	BAILEY MICHAEL A & SARA J &	BRANDON & PAMELA N 9004 ROCHESTER AVE LUBBOCK, TX 79424		9004 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 395	174,680	174,680	262
R323419	BAKER BROCK & KRYSTEN	9207 SARATOGA AVE LUBBOCK, TX 79424		9207 SARATOGA AVE, LUBBOCK, TX 79424	QUINCY PARK L 376	219,728	219,728	330
R323432	BALDWIN JEREMY B & CANDACE H	9106 ROCHESTER AVE LUBBOCK, TX 79424		9106 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 389	168,026	168,026	252
R317925	BALKO EDMOND L & DONNA G	6912 89TH ST LUBBOCK, TX 79424	HS	6912 89TH ST, LUBBOCK, TX 79424	QUINCY PARK L 207	211,402	203,376	305
R317910	BAPTIST FAITH CHURCH	6907 90TH ST LUBBOCK, TX 79424	EXR	6907 90TH ST, LUBBOCK, TX 79424	QUINCY PARK L 191	171,794	-	-
R321768	BARBIAN, AMELIA CONSTANCE	9309 ROSS AVE LUBBOCK, TX 79424	HS	9309 ROSS AVE, LUBBOCK, TX 79424	QUINCY PARK L 336	187,261	187,261	281
R317905	BARROW GARY W & CRISTIE L	6910 91ST ST LUBBOCK, TX 79424	DV,HS	6910 91ST ST, LUBBOCK, TX 79424	QUINCY PARK L 185	188,379	171,016	257
R316346	BARTON MARIA L & DAVID	1483 PONDEROSA AVE GREEN BAY, WI 54313-6056		9314 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 131	138,084	138,084	207
R316335	BATTEN, TIMOTHY J	9302 RIDGELY AVE LUBBOCK, TX 79424	HS	9302 RIDGELY AVE, LUBBOCK, TX 79424	QUINCY PARK L 120	161,638	161,638	242
R316318	BAYLESS JEWELRY INC	6707 93RD ST LUBBOCK, TX 79424		9305 REMINGTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 103	133,432	133,432	200

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R321757	BAYLESS KIM & MIKE	6707 93RD ST LUBBOCK, TX 79424-6784		6923 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 286	$ 139,113	139,113	209
R321759	BAYLESS, MIKE	6707 93RD ST LUBBOCK, TX 79424		6919 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 288	163,673	163,673	246
R317919	BEARDEMPHL CLAY K & HALEY	6912 90TH ST LUBBOCK, TX 79424		6912 90TH ST, LUBBOCK, TX 79424	QUINCY PARK L 200	169,402	169,402	254
R316294	BELL BRAD & CALISTA	7022 94TH ST LUBBOCK, TX 79424		7022 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 79	146,163	146,163	219
R321769	BERRY TIFFANY & CHRIS	9311 ROSS AVE LUBBOCK, TX 79424		9311 ROSS AVE, LUBBOCK, TX 79424	QUINCY PARK L 337	159,452	159,452	239
R317983	BETENBOUGH, RICHARD	7203 76TH ST LUBBOCK, TX 79424		7030 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 264	135,199	135,199	203
R317878	BIRKELBACH, ELIZABETH C	9204 QUITMAN AVE LUBBOCK, TX 79424	HS	9204 QUITMAN AVE, LUBBOCK, TX 79424	QUINCY PARK L 157	164,929	159,114	239
R322744	BLAND RAY D & SHANA R	9702 REMINGTON AVE LUBBOCK, TX 79424		9702 REMINGTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 307	165,670	165,670	249
R317931	BOREN DONALD & ROSA	9202 QUITMAN AVE LUBBOCK, TX 79424		9202 QUITMAN AVE, LUBBOCK, TX 79424	QUINCY PARK L 156	204,516	204,516	307
R317912	BOX BRYAN & EVYN	6903 90TH ST LUBBOCK, TX 79424	DV	6903 90TH ST, LUBBOCK, TX 79424	QUINCY PARK L 193	225,332	215,332	323
R316250	BOYER, AMANDA JEAN	6912 95TH ST LUBBOCK, TX 79424	HS	6912 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 35	134,564	133,354	200

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R317979	BRADDOCK JACOB & JENNIFER	7022 95TH ST LUBBOCK, TX 79424	HS	7022 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 260	$ 158,344	154,091	231
R317875	BRADLEY WILLIAM & ALEXANA	9101 REMINGTON AVE LUBBOCK, TX 79424		9101 REMINGTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 153	229,599	229,599	344
R317957	BRAZIL, HOWARD J, Jr	7020 96TH ST LUBBOCK, TX 79424		7020 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 237	135,672	135,672	204
R316230	BRILLON, ANTHONY	7001 95TH ST LUBBOCK, TX 79424-7546	HS	7001 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 15	146,985	143,226	215
R316352	BRODIE JORDYN & BLAKE M	9302 ROCHESTER AVE LUBBOCK, TX 79424		9302 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 137	152,995	152,995	229
R317951	BURGOON KAYLA & JAMES R & BETTY A	7008 96TH ST LUBBOCK, TX 79424	HS	7008 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 231	147,603	143,792	216
R320868	BURTON LILLY & ROBERT	9106 RIDGELY AVE LUBBOCK, TX 79424	HS	9106 RIDGELY AVE, LUBBOCK, TX 79424	QUINCY PARK L 144B	172,527	166,326	249
R321778	BYERS, MICHAEL	12402 SLIDE RD #STE 305 LUBBOCK, TX 79424	HS	9302 ROSS AVE, LUBBOCK, TX 79424	QUINCY PARK L 346	158,295	152,967	229
R317891	BYRD CHAD & DELANA	6906 92ND ST LUBBOCK, TX 79424	HS	6906 92ND ST, LUBBOCK, TX 79424	QUINCY PARK L 171	184,256	177,458	266
R323440	CADENHEAD HARVEY B & KATHY J	8814 ROCHESTER AVE LUBBOCK, TX 79424		8814 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 397	243,616	243,616	365
P324299	CALDER THOMAS ADM ASST	12402 SLIDE RD #STE 402 LUBBOCK, TX 79424		9102 RIDGELY AVE, LUBBOCK, TX 79424	FFM & E	-	-	-

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R317960	CAMPBELL, JENNA N	7026 96TH ST LUBBOCK, TX 79424	HS	7026 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 240	$ 157,482	153,264	230
R317949	CANTU, JENNIFER S	7002 96TH ST LUBBOCK, TX 79424	HS	7002 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 228	138,142	138,142	207
R317945	CARTER, SHERRY	6930 96TH ST LUBBOCK, TX 79424	HS	6930 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 224	145,542	141,814	213
R316326	CAULEY, MICHAEL M	9304 REMINGTON AVE LUBBOCK, TX 79424		9304 REMINGTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 111	148,850	148,850	223
R322747	CHANCEY SHELBY L & JAMES L &	LYNNETTE H 1303 WINDING CANYON COURT KATY, TX 77493		9708 REMINGTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 310	153,375	153,375	230
R316298	CHEVALIER, DIANA L	1483 EDEN MILLS PL SAN DIEGO, CA 92131		7014 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 83	151,276	151,276	227
R317963	CHISM KENNETH B & LINDSEY	7032 96TH ST LUBBOCK, TX 79424		7032 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 243	145,615	145,615	218
R325084	CHOUDHURY, MOHAMMAD S	7068 96TH ST LUBBOCK, TX 79424		7068 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 465	17,000	17,000	26
R317985	CHRISTODOLOU KELI &	LEON & ANNE CRUMP 7004 96TH ST LUBBOCK, TX 79424-8905		7004 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 229	131,177	131,177	197
R317948	CLINE JACOB & LACEY	6936 96TH ST LUBBOCK, TX 79424	HS	6936 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 227	163,132	158,696	238
R317928	COE JOHN C & KAREN	6918 89TH ST LUBBOCK, TX 79424		6918 89TH ST, LUBBOCK, TX 79424	QUINCY PARK L 210	175,421	175,421	263

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R316324	COFFMAN GREGORY J & AMANDA G	9308 REMINGTON AVE LUBBOCK, TX 79424	HS	9308 REMINGTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 109	$ 143,834	140,203	210
R316234	CORLEY, DARRELL	7009 95TH ST LUBBOCK, TX 79424	HS	7009 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 19	136,095	132,781	199
R316267	CORTEZ, DONNA RENEE	7007 94TH ST LUBBOCK, TX 79424		7007 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 52	132,813	132,813	199
R317899	COURTER CODY R & MELISSA C	8222 W PALMETTO ST WICHITA, KS 67205-5212		6903 91ST ST, LUBBOCK, TX 79424	QUINCY PARK L 179	175,066	175,066	263
R316228	COX COLTER & LENITA FRYAR	6925 95TH ST LUBBOCK, TX 79424	HS	6925 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 13	131,618	128,488	193
R317973	CRAFT MATTHEW & AMANDA	7015 95TH ST LUBBOCK, TX 79424	HS	7015 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 254	144,390	144,390	217
R316312	CRAIG, CARA	9308 QUITMAN AVE LUBBOCK, TX 79424	HS	9308 QUITMAN AVE, LUBBOCK, TX 79424	QUINCY PARK L 97	124,502	124,502	187
R316219	CRAWFORD SHANNON &	CALEB PHILLIPS & PATRICIA A MERTZ 6907 95TH ST LUBBOCK, TX 79424	HS	6907 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 4	133,230	130,033	195
R316342	CURTIS WALTER B & COLLEEN O	PO BOX 5095 BELLAIRE, TX 77402		9313 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 127	162,091	162,091	243
R316238	CUTTING, STEPHANIE NICOLE	1130 FM 789 PLAINVIEW, TX 79072-0425		7008 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 23	132,058	132,058	198
R317867	DAIGLE, CHRISTOPHER	9108 RIDGELY AVE LUBBOCK, TX 79424		9108 RIDGELY AVE, LUBBOCK, TX 79424	QUINCY PARK L 145A	200,850	200,850	301

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P324298	DANA HINDS SOLE PROP	9102 RIDGELY AVE LUBBOCK, TX 79424		9102 RIDGELY AVE, LUBBOCK, TX 79424	FFM & E	$ 500	500	1
R322749	DAO BICH & LOC TRAN	9709 REMINGTON AVE LUBBOCK, TX 79424		9709 REMINGTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 312	180,788	180,788	271
R322748	DAO TRAM T &	NAM DOAN LE 9710 REMINGTON AVE LUBBOCK, TX 79424		9710 REMINGTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 311	176,991	176,991	265
R323399	DARAIS AARON A & MICHELLE N	9207 TURNER AVE LUBBOCK, TX 79424		9207 TURNER AVE, LUBBOCK, TX 79424	QUINCY PARK L 356	180,067	180,067	270
R321756	DAVENPORT MICHAEL & DEBRA	1802 PINE CRST ALVIN, TX 77511		6925 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 285	161,688	161,688	243
R317959	DAVENPORT, JOANNA E	7024 96TH ST LUBBOCK, TX 79424	HS	7024 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 239	135,672	132,351	199
R322763	DAVIS, TENIA	9701 QUITMAN AVE LUBBOCK, TX 79424	HS,OA	9701 QUITMAN AVE, LUBBOCK, TX 79424	QUINCY PARK L 326	163,421	140,983	211
R325026	DEEDS, JON	7026 97TH ST LUBBOCK, TX 79424		7026 97TH ST, LUBBOCK, TX 79424	QUINCY PARK L 407	146,747	146,747	220
R317966	DELOSSANTOS, RAUL	7031 95TH ST LUBBOCK, TX 79424-7546	HS	7031 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 246	126,110	123,200	185
R323413	DEVAULT, TERRY	12502 HARTFORD AVE LUBBOCK, TX 79423-7912		9211 TRENTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 370	197,025	197,025	296
R317915	DICKSON JUSTIN K & KELLI	6904 90TH ST LUBBOCK, TX 79424	HS	6904 90TH ST, LUBBOCK, TX 79424	QUINCY PARK L 196	170,485	169,854	255

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R321758	DISTINCTIVE PROPERTIES LLC	4601 103RD ST LUBBOCK, TX 79424		6921 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 287	$ 140,822	140,822	211
R316248	DOANE, SCOTT R	6402 COUNTY ROAD 1440 LUBBOCK, TX 79407-1106	HS	6916 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 33	135,382	132,097	198
R321743	DORMAN BRIGHAM T & SHAUNA R	7017 96TH ST LUBBOCK, TX 79424		7017 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 272	133,195	133,195	200
R323426	DOWELL PAUL W & AMETHYST A	9103 SARATOGA AVE LUBBOCK, TX 79424		9103 SARATOGA AVE, LUBBOCK, TX 79424	QUINCY PARK L 383	184,975	184,975	277
R316295	DOWGAR AIMEE E & ADAM K	7020 94TH ST LUBBOCK, TX 79424	HS	7020 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 80	137,025	133,673	201
R316276	DOWGAR DUSTAN C & MEAGAN W	7025 94TH ST LUBBOCK, TX 79424	HS	7025 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 61	149,207	145,355	218
R316240	DUDLEY, TIM	7004 95TH ST LUBBOCK, TX 79424		7004 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 25	128,418	128,418	193
R322767	DUKATNIK, SHERYL	9708 QUINCY AVE LUBBOCK, TX 79424	HS,OA	9708 QUINCY AVE, LUBBOCK, TX 79424	QUINCY PARK L 330	164,149	147,449	221
R322751	DUONG LILLIAN & TAM & HINHLAN	9705 REMINGTON AVE LUBBOCK, TX 79424	HS	9705 REMINGTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 314	127,994	127,994	192
R323396	EATON JOHN & MARY	9201 TURNER AVE LUBBOCK, TX 79424		9201 TURNER AVE, LUBBOCK, TX 79424	QUINCY PARK L 353	238,379	238,379	358
R321771	ECCLES, JENNIFER	9315 ROSS AVE LUBBOCK, TX 79424	HS	9315 ROSS AVE, LUBBOCK, TX 79424	QUINCY PARK L 339	161,029	156,793	235

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R316218	ECHEVERRY ALEJANDRO & VIVIANA G	6905 95TH ST LUBBOCK, TX 79424	HS	6905 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 3	$ 126,784	123,850	186
R323429	EDWARDS LEE & AUBREY	9204 ROCHESTER AVE LUBBOCK, TX 79423		9204 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 386	171,854	171,854	258
R317977	EIKENHORST, CAROL	7018 95TH ST LUBBOCK, TX 79424	HS,OA	7018 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 258	137,985	117,882	177
R323414	ELDER JONATHAN & JENNIFER E	9210 SARATOGA AVE LUBBOCK, TX 79424	HS	9210 SARATOGA AVE, LUBBOCK, TX 79424	QUINCY PARK L 371	204,289	204,289	306
R325050	EMRICK, ALANNA	9706 RIDGELY AVE LUBBOCK, TX 79424		9706 RIDGELY AVE, LUBBOCK, TX 79424	QUINCY PARK L 431	181,360	181,360	272
R317893	ENGLAND, MARGARET B	6910 92ND ST LUBBOCK, TX 79424		6910 92ND ST, LUBBOCK, TX 79424	QUINCY PARK L 173	175,748	175,748	264
R316247	ENGLISH JOHN & COLTON FAMILY	3410 98TH ST 4316 LUBBOCK, TX 79423		6918 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 32	154,077	154,077	231
R316269	ENGLISH, JOHN	3410 98TH ST 4316 LUBBOCK, TX 79423		7011 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 54	128,146	128,146	192
R316316	ENGLISH, TOMMY	3410 98TH ST #STE 4316 LUBBOCK, TX 79423		9301 REMINGTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 101	148,753	148,753	223
R317870	ESCALON JAMES R & ASHLEY K	9102 REMINGTON AVE LUBBOCK, TX 79424		9102 REMINGTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 148	258,580	258,580	388
R316261	ESPINO, TEODORA W	6911 94TH ST LUBBOCK, TX 79424	HS	6911 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 46	155,227	151,131	227

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R323439	ESQUIVEL NICHOLAS & JENNIFER	9002 ROCHESTER AVE LUBBOCK, TX 79424		9002 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 396	$ 202,671	202,671	304
R317954	ESQUIVEL, REBECCA A	7014 96TH ST LUBBOCK, TX 79424	HS	7014 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 234	156,490	156,490	235
R321749	ESTILL, CURTIS	7005 96TH ST LUBBOCK, TX 79424		7005 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 278	138,890	138,890	208
R317889	ESTRADA, VERONICA LEE	6902 92ND ST LUBBOCK, TX 79424		6902 92ND ST, LUBBOCK, TX 79424	QUINCY PARK L 169	177,153	177,153	266
R317914	ETCHISON GERRY K & MARLO D	6902 90TH ST LUBBOCK, TX 79424	HS	6902 90TH ST, LUBBOCK, TX 79424	QUINCY PARK L 195	223,932	217,214	326
R317898	EUGENIS ERIC & SHELBI	6905 91ST ST LUBBOCK, TX 79424-8903		6905 91ST ST, LUBBOCK, TX 79424	QUINCY PARK L 178	227,017	227,017	341
R316319	EWAN WILLIAM L & ROMAYNE E	9307 REMINGTON AVE LUBBOCK, TX 79424	HS,OA	9307 REMINGTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 104	134,451	114,493	172
R317901	FALCON JAVIER & TIJI V	6902 91ST ST LUBBOCK, TX 79424	HS	6902 91ST ST, LUBBOCK, TX 79424	QUINCY PARK L 181	251,308	243,469	365
R317894	FANNIN KYLE & ALLISON	6913 91ST ST LUBBOCK, TX 79424		6913 91ST ST, LUBBOCK, TX 79424	QUINCY PARK L 174	233,024	233,024	350
R316286	FARMER, TARYN	7038 94TH ST LUBBOCK, TX 79424		7038 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 71	151,799	151,799	228
R317975	FISCHER JASON & HEATHER	7014 95TH ST LUBBOCK, TX 79424-7545	HS	7014 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 256	134,779	131,495	197

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R321739	FLORES ALEXANDRO & ELIZABETH	7025 96TH ST LUBBOCK, TX 79424	HS	7025 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 268	$ 136,616	136,616	205
R316323	FLY, CAROL	9310 REMINGTON AVE LUBBOCK, TX 79424		9310 REMINGTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 108	132,221	132,221	198
R321777	FORTNER JAMES & JENNIFER	9304 ROSS AVE LUBBOCK, TX 79424	HS	9304 ROSS AVE, LUBBOCK, TX 79424	QUINCY PARK L 345	176,671	170,258	255
R325027	FRANKLIN MAKENZIE & KIMBERLY	7024 97TH ST LUBBOCK, TX 79424		7024 97TH ST, LUBBOCK, TX 79424	QUINCY PARK L 408	175,991	175,991	264
R316300	FUTRELL KELLY & LEXIE	5305 24TH ST LUBBOCK, TX 79407-2127		9308 QUINCY AVE, LUBBOCK, TX 79424	QUINCY PARK L 85	171,277	171,277	257
R317940	GAGE BILLY B & CAROL A	10905 UTICA AVE LUBBOCK, TX 79424		6920 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 219	146,045	146,045	219
R322766	GAGE LEE & ALEXIA	9706 QUINCY AVE LUBBOCK, TX 79424		9706 QUINCY AVE, LUBBOCK, TX 79424	QUINCY PARK L 329	162,266	162,266	243
R316242	GAITHER, KALI JO	6928 95TH ST LUBBOCK, TX 79424	HS	6928 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 27	133,365	130,162	195
R323428	GALLARDO RAYMOND JR &	VERONICA RODRIGUEZ 9206 ROCHESTER AVE LUBBOCK, TX 79424		9206 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 385	197,054	197,054	296
R317974	GALLE ALEXANDRA &	SARAH HARRIS 7013 95TH ST LUBBOCK, TX 79424-7546	HS	7013 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 255	138,075	134,655	202
R316313	GARCIA CASSANDRA C & MANUEL	9306 QUITMAN AVE LUBBOCK, TX 79424	HS	9306 QUITMAN AVE, LUBBOCK, TX 79424	QUINCY PARK L 98	145,165	141,467	212

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R317924	GARCIA JOSE L & ALEJANDRA	6903 89TH ST LUBBOCK, TX 79424	DV,HS	6903 89TH ST, LUBBOCK, TX 79424	QUINCY PARK L 205	$ 191,472	174,459	262
R323422	GARCIA JOSEPH & BRIAR	9201 SARATOGA AVE LUBBOCK, TX 79424		9201 SARATOGA AVE, LUBBOCK, TX 79424	QUINCY PARK L 379	204,155	204,155	306
R317964	GARCIA, TASHA	PO BOX 3927 LUBBOCK, TX 79452	HS	7034 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 244	161,033	161,033	242
R316351	GARIBAY, JAMIE E	9312 ROSS AVE LUBBOCK, TX 79424		9304 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 136	160,123	160,123	240
R321773	GARIBAY, JAMIE E	9312 ROSS AVE LUBBOCK, TX 79424	HS	9312 ROSS AVE, LUBBOCK, TX 79424	QUINCY PARK L 341	161,773	155,968	234
R322764	GARSES, ESTEBAN	9702 QUINCY AVE LUBBOCK, TX 79424		9702 QUINCY AVE, LUBBOCK, TX 79424	QUINCY PARK L 327	168,494	168,494	253
R316343	GHOSH SOUPARNO &	PRIYANKA KHANDELWAL 9315 ROCHESTER AVE LUBBOCK, TX 79423		9315 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 128	173,096	173,096	260
P324300	GIBBS, JAMES	2903 75TH ST LUBBOCK, TX 79423		9102 RIDGELY AVE, LUBBOCK, TX 79423	FFM & E	500	500	1
R323403	GIDDENS ROBERT R & JAMIE S	9210 TRENTON AVE LUBBOCK, TX 79424		9210 TRENTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 360	175,578	175,578	263
R316258	GOLLAPALLY, SUDHA	10010 YORK AVE LUBBOCK, TX 79424		6905 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 43	144,165	144,165	216
R317971	GONZALES GILBERT & SUSAN	7021 95TH ST LUBBOCK, TX 79424-7546	HS	7021 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 251	165,075	160,559	241

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R317879	GREEN BRADLEY E & KENDRA K	9206 QUITMAN AVE LUBBOCK, TX 79424	HS	9206 QUITMAN AVE, LUBBOCK, TX 79424	QUINCY PARK L 158	$ 168,676	162,669	244
R317937	GRIMM BRIA & PETE	6914 96TH ST LUBBOCK, TX 79424		6914 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 216	132,220	132,220	198
R325070	GUERRA MARIA MARGARITA & LIBERATO	7040 96TH ST LUBBOCK, TX 79424		7040 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 451	118,915	118,915	178
R321764	HAMILTON CARL J & ROBIN	9301 ROSS AVE LUBBOCK, TX 79424	HS	9301 ROSS AVE, LUBBOCK, TX 79424	QUINCY PARK L 332	151,844	146,694	220
R321755	HAMILTON, ERIC	6927 96TH ST LUBBOCK, TX 79424	HS	6927 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 284	138,975	135,506	203
R316226	HARGROVE BO E & KATHERINE E	6921 95TH ST LUBBOCK, TX 79424		6921 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 11	125,354	125,354	188
R316272	HARRIS MICHAEL N & MORGAN	7017 94TH ST LUBBOCK, TX 79424	HS	7017 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 57	147,264	143,493	215
R322730	HARRISON, AMBER	6909 96TH ST LUBBOCK, TX 79424	DV,HS	6909 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 293	179,065	167,065	251
R317926	HATCHER TIMOTHY S & ANISSA D	6914 89TH ST LUBBOCK, TX 79424	HS	6914 89TH ST, LUBBOCK, TX 79424	QUINCY PARK L 208	295,972	295,972	444
R316336	HAYS, BRANDON & LAUREN	9301 ROCHESTER AVE LUBBOCK, TX 79424		9301 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 121	166,689	166,689	250
R316217	HBP INVESTMENTS LTD	7003 87TH ST LUBBOCK, TX 79424		6903 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 2	130,130	130,130	195

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R316277	HENDRICKS, BARRY KEITH	7027 94TH ST LUBBOCK, TX 79424	HS	7027 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 62	$ 129,031	126,006	189
R316285	HERNANDEZ JOSHUA L & ANGELA M	7040 94TH ST LUBBOCK, TX 79424	HS	7040 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 70	135,811	132,496	199
R317946	HERNANDEZ, MAURICIO	2590 E SAN ISIDO TRL CASA GRANDE, AZ 85194-8522	HS	6932 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 225	151,019	147,067	221
R317862	HERREN RICHARD P & CARLA E	9105 ROCHESTER AVE LUBBOCK, TX 79423	DV,HS	9105 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 140	175,975	163,975	246
R323437	HINDS ANNA & ELDER JONATHAN &	JENNIFER HINDS 9006 ROCHESTER AVE LUBBOCK, TX 79424		9006 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 394	160,404	160,404	241
R317865	HINDS, RANDALL	9102 RIDGELY AVE LUBBOCK, TX 79424	HS	9102 RIDGELY AVE, LUBBOCK, TX 79424	QUINCY PARK L 143A1	178,853	172,481	259
R323411	HITT RYAN & CRYSTAL A	9207 TRENTON AVE LUBBOCK, TX 79424		9207 TRENTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 368	197,157	197,157	296
R317938	HOANG, DIEM CHINH	6916 96TH ST LUBBOCK, TX 79424	HS	6916 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 217	146,189	142,449	214
R316262	HOGAN JORDAN WEBSTER &	AMY MICHELLE HOGAN 6913 94TH ST LUBBOCK, TX 79424	HS	6913 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 47	135,853	132,549	199
R316254	HOGAN PATSY L &	SHELLEY L VESTAL & SHANNON P KNIGHT 6904 95TH ST LUBBOCK, TX 79424	HS,OA	6904 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 39	148,838	128,277	192
R317918	HOLDER CHRIS E & CHRISTIE D	6910 90TH ST LUBBOCK, TX 79424		6910 90TH ST, LUBBOCK, TX 79424	QUINCY PARK L 199	224,937	224,937	337

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R317969	HOUSING & URBAN DEVELOPMENT	% MICHAELSON CONNOR & BOUL INC 4400 WILL ROGERS PKWY STE 300 OKLAHOMA CITY, OK 73108		7025 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 249	$ 154,901	154,901	232
R323404	HUDSON RANDY B & DONNA	9208 TRENTON AVE LUBBOCK, TX 79424		9208 TRENTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 361	180,821	180,821	271
R317978	INGRAM JAMES & BRIANNA	7020 95TH ST LUBBOCK, TX 79424	HS	7020 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 259	138,931	135,489	203
R322755	JACKSON ASHLEY D & GREG D	9704 QUITMAN AVE LUBBOCK, TX 79424	HS	9704 QUITMAN AVE, LUBBOCK, TX 79424	QUINCY PARK L 318	136,215	131,709	198
R323441	JAMES, CHRISTOPHER MARVIN	7410 96TH ST LUBBOCK, TX 79424		8812 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 398	183,720	183,720	276
R316252	JAMESON GARY & GLENNA	3219 E AVENUE D LOVINGTON, NM 88260-9821		6908 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 37	131,414	131,414	197
R320870	JASINSKI BRUCE & CHRISTEL TRUST	BRUCE & CHRISTEL JASINSKI TRUSTEES 9103 RIDGELY AVE LUBBOCK, TX 79424	DV,HS,OA	9103 RIDGELY AVE, LUBBOCK, TX 79424	QUINCY PARK L 146B	230,890	-	-
R323423	JASPER MATTHEW W & HILARY S	9109 SARATOGA AVE LUBBOCK, TX 79424		9109 SARATOGA AVE, LUBBOCK, TX 79424	QUINCY PARK L 380	210,203	210,203	315
R325028	JEWELL TIFFANY & JARED	7022 97TH ST LUBBOCK, TX 79424	HS	7022 97TH ST, LUBBOCK, TX 79424	QUINCY PARK L 409	151,440	151,440	227
R316271	JOAQUIN, ZARYL	7015 94TH ST LUBBOCK, TX 79424	HS	7015 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 56	128,010	125,026	188
R316348	JOHNSON HEATHER A &	MICHAEL C MURRY 9310 ROCHESTER AVE LUBBOCK, TX 79424	HS	9310 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 133	147,987	144,173	216

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R316337	JOHNSON JAMES M & LINDSEY M	9303 ROCHESTER AVE LUBBOCK, TX 79424		9303 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 122	$ 160,957	160,957	241
R316331	JOHNSON, TAYLOR	3625 DOMINY LN #APT 633 FORT WORTH, TX 76116-5827	HS	9310 RIDGELY AVE, LUBBOCK, TX 79424	QUINCY PARK L 116	147,549	143,893	216
R321742	JONES BENNY D & PATRICIA C	7019 96TH ST LUBBOCK, TX 79424-8908	HS,OA	7019 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 271	152,690	131,955	198
R322758	JORDAN ANNETTE &	JONI BIBBS 9710 QUITMAN AVE LUBBOCK, TX 79424		9710 QUITMAN AVE, LUBBOCK, TX 79424	QUINCY PARK L 321	176,174	176,174	264
R323424	JUNGMAN, MARK A	9107 SARATOGA AVE LUBBOCK, TX 79424	HS	9107 SARATOGA AVE, LUBBOCK, TX 79424	QUINCY PARK L 381	178,987	178,987	268
R321741	KAMRUZZMAN AKM & JAKIA SHILBI	7021 96TH ST LUBBOCK, TX 79424	HS	7021 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 270	144,487	140,790	211
R316222	KDG PROPERTIES LLC	10308 VICKSBURG AVE LUBBOCK, TX 79424		6913 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 7	131,885	131,885	198
R316328	KEYS, ALICE CHRISTINE	9301 RIDGELY AVE LUBBOCK, TX 79424		9301 RIDGELY AVE, LUBBOCK, TX 79424	QUINCY PARK L 113	158,117	158,117	237
R317904	KILCULLEN MICHAEL R & STEFANIE	6908 91ST ST LUBBOCK, TX 79424	DV,HS	6908 91ST ST, LUBBOCK, TX 79424	QUINCY PARK L 184	222,048	203,406	305
R316236	KING, MASON JEAN	7012 95TH ST LUBBOCK, TX 79424		7012 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 21	128,010	128,010	192
R321748	KIRKHAM MATTHEW W & CRYSTALLISA	7007 96TH ST LUBBOCK, TX 79424	HS	7007 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 277	157,444	152,008	228

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R316279	KIRKPATRICK JACK & KAY	8609 ROCHESTER AVE LUBBOCK, TX 79424-4713		7031 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 64	$ 135,382	135,382	203
R316307	KIRKPATRICK JACK & KAY	8609 ROCHESTER AVE LUBBOCK, TX 79424-4713		9307 QUITMAN AVE, LUBBOCK, TX 79424	QUINCY PARK L 92	134,112	134,112	201
R322761	KIRKPATRICK JACK & KAY	8609 ROCHESTER AVE LUBBOCK, TX 79424-4713		9705 QUITMAN AVE, LUBBOCK, TX 79424	QUINCY PARK L 324	132,180	132,180	198
P324643	KLINGENSMITH, AARON	9101 REMINGTON AVE LUBBOCK, TX 79424		9101 REMINGTON AVE, LUBBOCK, TX 79424	FFM & E	500	500	1
R316333	KNIGHT TOMMY G & LYNDA L	9306 RIDGELY AVE LUBBOCK, TX 79424	HS	9306 RIDGELY AVE, LUBBOCK, TX 79424	QUINCY PARK L 118	157,189	152,998	229
R317947	KOLB STEVE & STACI	1365 NE 281 ANDREWS, TX 79714		6934 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 226	137,173	137,173	206
R316249	KUSS, MATTHEW	6914 95TH ST LUBBOCK, TX 79424		6914 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 34	128,010	128,010	192
R316339	LA RUE, ROBERT A	9307 ROCHESTER AVE LUBBOCK, TX 79424	HS	9307 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 124	132,221	129,065	194
R316268	LAM, HANG THANH	7009 94TH ST LUBBOCK, TX 79424	HS	7009 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 53	139,350	135,903	204
R316274	LANDVATER JEREMY RAY & ASHLEY DAIL	7021 94TH ST LUBBOCK, TX 79424	HS	7021 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 59	139,350	135,903	204
R316255	LANGE, BRUCE D	1916 99TH PL LUBBOCK, TX 79423		6902 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 40	130,313	130,313	195

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R316320	LARA ANTONIO & HOPE	9309 REMINGTON AVE LUBBOCK, TX 79424	HS	9309 REMINGTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 105	$ 125,831	122,937	184
R317866	LAUGHLIN ANDY M & GINA	9104 RIDGELY AVE LUBBOCK, TX 79423		9104 RIDGELY AVE, LUBBOCK, TX 79424	QUINCY PARK L 144A1	254,739	254,739	382
R316270	LAYHER SCOTT & KRYSTAL	7013 94TH ST LUBBOCK, TX 79424		7013 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 55	136,095	136,095	204
R316344	LEA CHRIS S & JENNIFER L	9318 ROCHESTER AVE LUBBOCK, TX 79424	HS	9318 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 129	161,825	157,443	236
R321740	LEAL ANTONIO B & KENDRA E	7023 96TH ST LUBBOCK, TX 79424		7023 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 269	144,314	144,314	216
R317965	LEDBETTER, EVELYN	PO BOX 7 PORTALES, NM 88130		7033 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 245	157,913	157,913	237
R322738	LEDBETTER, EVELYN	PO BOX 7 PORTALES, NM 88130		6916 97TH ST, LUBBOCK, TX 79424	QUINCY PARK L 301	144,835	144,835	217
R321752	LEE AVIATION COMPANY	Attn: VICKIE LEE 4836 CR 7900 LUBBOCK, TX 79423		6933 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 281	136,994	136,994	205
R317976	LEE JOOHYUN & HEEJIN SON	7016 95TH ST LUBBOCK, TX 79424-7545	HS	7016 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 257	146,022	142,135	213
R317871	LEE LANDON TRENT & MANDY R	9104 REMINGTON AVE LUBBOCK, TX 79424	HS	9104 REMINGTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 149	204,040	196,463	295
R317961	LEE RANDALL M & ELIZABETH	7028 96TH ST LUBBOCK, TX 79424	HS	7028 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 241	132,563	129,359	194

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R316329	LEVINE, DAVID J	9303 RIDGELY AVE LUBBOCK, TX 79424-7548		9303 RIDGELY AVE, LUBBOCK, TX 79424	QUINCY PARK L 114	$ 168,260	168,260	252
R317869	LEWIS, DARLENE MILDRED	9101 RIDGELY AVE LUBBOCK, TX 79424	HS,OA	9101 RIDGELY AVE, LUBBOCK, TX 79424	QUINCY PARK L 147A	173,588	150,632	226
R323405	LI, MENG CIAN	9206 TRENTON AVE LUBBOCK, TX 79424		9206 TRENTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 362	192,708	192,708	289
R321751	LINKER, JUSTIN K	7001 96TH ST LUBBOCK, TX 79424		7001 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 280	134,535	134,535	202
R322731	LITTLE BOBBY D & LORI	6902 97TH ST LUBBOCK, TX 79424	HS	6902 97TH ST, LUBBOCK, TX 79424	QUINCY PARK L 294	175,991	175,991	264
R317956	LITTLE, JULIE LYNNE	7018 96TH ST LUBBOCK, TX 79423		7018 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 236	156,386	156,386	235
R321765	LITTLEFIELD BRAD & LAUREL	9303 ROSS AVE LUBBOCK, TX 79424	HS	9303 ROSS AVE, LUBBOCK, TX 79424	QUINCY PARK L 333	162,694	156,992	235
R316243	LONG, WANDA IRENE	6926 95TH ST LUBBOCK, TX 79424-7543	HS,OA	6926 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 28	136,759	116,718	175
R323406	LOUDER JACK K & JONI L	9204 TRENTON AVE LUBBOCK, TX 79424		9204 TRENTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 363	181,379	181,379	272
R316287	LYONS, CLAY M	7036 94TH ST LUBBOCK, TX 79424	HS	7036 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 72	165,597	161,217	242
R317923	LYTLE ERIC K & JANICE	6905 89TH ST LUBBOCK, TX 79424	HS	6905 89TH ST, LUBBOCK, TX 79424	QUINCY PARK L 204	228,506	221,651	332

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R317980	MADDOX BRANDON L &	MARISA D ARIAZ 7024 95TH ST LUBBOCK, TX 79424	HS	7024 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 261	$ 177,050	172,028	258
R323425	MALONE, CHRISTOPHER B	9105 SARATOGA AVE LUBBOCK, TX 79424		9105 SARATOGA AVE, LUBBOCK, TX 79424	QUINCY PARK L 382	182,407	182,407	274
R316308	MARKS, JOHN W	5722 83RD LN LUBBOCK, TX 79424-4631		9309 QUITMAN AVE, LUBBOCK, TX 79424	QUINCY PARK L 93	136,626	136,626	205
R316264	MARQUEZ, CHRISTINA	7001 94TH ST LUBBOCK, TX 79424		7001 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 49	150,001	150,001	225
R316293	MARTIN DON & BELVA	PO BOX 166 HOBBS, NM 88241		7024 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 78	147,847	147,847	222
R316288	MARTIN, KIMBERLY GAIL	7034 94TH ST LUBBOCK, TX 79424-7016	HS	7034 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 73	159,297	155,019	233
R317920	MARTINEZ ALBERT R & LARA K	6914 90TH ST LUBBOCK, TX 79424	HS	6914 90TH ST, LUBBOCK, TX 79424	QUINCY PARK L 201	238,514	231,106	347
R316231	MARTINEZ, MICHAEL A	7003 95TH ST LUBBOCK, TX 79424	HS	7003 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 16	127,329	124,374	187
R317972	MATTHEWS HUGH B JR & BETTY R	1510 FONTAINE DR COLLEGE STATION, TX 77845		7017 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 253	130,482	130,482	196
R323433	MC CLURE WILLIAM L & ROBIN D	9104 ROCHESTER AVE LUBBOCK, TX 79424		9104 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 390	193,575	193,575	290
R316304	MC GRAW STEVEN D & DEBRA K	9301 QUITMAN AVE LUBBOCK, TX 79424		9301 QUITMAN AVE, LUBBOCK, TX 79424	QUINCY PARK L 89	161,662	161,662	242

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R317903	MC KENNEY, KURT S	6906 91ST ST LUBBOCK, TX 79424	HS	6906 91ST ST, LUBBOCK, TX 79424	QUINCY PARK L 183	$ 177,012	170,583	256
R325032	MC PHERSON, ROBERT	7014 97TH ST LUBBOCK, TX 79424	HS	7014 97TH ST, LUBBOCK, TX 79424	QUINCY PARK L 413	151,961	151,961	228
R322762	MEKALA ASHLEY V &	ANKITHA G PALAPARTHI 9703 QUITMAN AVE LUBBOCK, TX 79424		9703 QUITMAN AVE, LUBBOCK, TX 79424	QUINCY PARK L 325	130,620	130,620	196
R317955	MENDELSON PHILIP A & HILLARY B	7015 SCARBOROUGH PEAK DR WEST HILLS, CA 91307		7016 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 235	136,153	136,153	204
R316297	MENDEZ JIMMIE E & DONNA K	REVOCABLE LIVING TRUST 7016 94TH ST LUBBOCK, TX 79424	DP,DV,HS	7016 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 82	152,798	126,801	190
R323390	MENDEZ NICANOR F JR & ROSEMARY T	9212 TURNER AVE LUBBOCK, TX 79424-1190	DV,HS	9212 TURNER AVE, LUBBOCK, TX 79424	QUINCY PARK L 347A & 347B	198,092	-	-
R322740	MERCER, VIRGINIA T	6920 97TH ST LUBBOCK, TX 79424		6920 97TH ST, LUBBOCK, TX 79424	QUINCY PARK L 303	162,421	162,421	244
R317984	MESCHKAT EDWIN P & MARY E LIV TRS	116 CHAPARRAL DR GRAHAM, TX 76450-2016		7019 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 252	129,301	129,301	194
R317922	MINNIS DONALD A JR & GINGER S	6907 89TH ST LUBBOCK, TX 79424-8801		6907 89TH ST, LUBBOCK, TX 79424	QUINCY PARK L 203	247,541	247,541	371
R322757	MIRANDA, JESUS A	9708 QUINTMAN AVE LUBBOCK, TX 79424	HS	9708 QUITMAN AVE, LUBBOCK, TX 79424	QUINCY PARK L 320	154,143	149,026	224
R316309	MONTANEZ EDDIE R & CHRISTINA P	9311 QUITMAN AVE LUBBOCK, TX 79424	HS	9311 QUITMAN AVE, LUBBOCK, TX 79424	QUINCY PARK L 94	148,347	144,518	217

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R317911	MOORE JAMES & TRACY	6905 90TH ST LUBBOCK, TX 79424	HS	6905 90TH ST, LUBBOCK, TX 79424	QUINCY PARK L 192	$ 228,382	221,461	332
P325004	MOORE, TRACY	6905 90TH ST LUBBOCK, TX 79424		6905 90TH ST, LUBBOCK, TX 79424	FFM & E	1,000	1,000	2
R321775	MORALES RICHARD L & CRYSTAL L	9308 ROSS AVE LUBBOCK, TX 79424	HS	9308 ROSS AVE, LUBBOCK, TX 79424	QUINCY PARK L 343	166,165	161,575	242
R317872	MORANTE MAY L & ANTONIO	9107 REMINGTON AVE LUBBOCK, TX 79424	HS	9107 REMINGTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 150A	162,549	162,549	244
R322745	MORENO, MONICA L	9704 REMINGTON AVE LUBBOCK, TX 79424	HS	9704 REMINGTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 308	159,165	153,643	230
R317868	MORRIS KRIS & STEFANIE	9105 RIDGELY AVE LUBBOCK, TX 79424	HS	9105 RIDGELY AVE, LUBBOCK, TX 79424	QUINCY PARK L 146A	179,267	172,723	259
R322743	MORRIS TANNER L & KACI	6926 97TH ST LUBBOCK, TX 79424	HS	6926 97TH ST, LUBBOCK, TX 79424	QUINCY PARK L 306	163,103	157,530	236
R321770	MORTON CRAIG A & JEANNA M	9313 ROSS AVE LUBBOCK, TX 79424		9313 ROSS AVE, LUBBOCK, TX 79424	QUINCY PARK L 338	149,754	149,754	225
R317909	MOSHER FRANK F & MARDA C	6909 90TH ST LUBBOCK, TX 79424		6909 90TH ST, LUBBOCK, TX 79424	QUINCY PARK L 190	175,481	175,481	263
R316315	MOSHER, CHERYL A	9302 QUITMAN AVE LUBBOCK, TX 79424	HS	9302 QUITMAN AVE, LUBBOCK, TX 79424	QUINCY PARK L 100	158,438	152,953	229
R316275	MUSGRAVE KEN & PATTI	500 CHESTNUT ST #STE 700 ABILENE, TX 79602		7023 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 60	135,584	135,584	203

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R317935	NGO, HUNG	6910 96TH ST LUBBOCK, TX 79423		6910 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 214	$ 160,304	160,304	240
R317921	NOVOA ALEXANDER & CLAUDIA	6909 89TH ST LUBBOCK, TX 79424	HS	6909 89TH ST, LUBBOCK, TX 79424	QUINCY PARK L 202	194,560	189,118	284
R316237	NUNEZ-INGRAM, ASHLEE	7010 95TH ST LUBBOCK, TX 79424	HS	7010 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 22	139,350	135,903	204
R321746	NUR NURUDIN & RUBAINAH	7011 96TH ST LUBBOCK, TX 79424	HS	7011 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 275	126,300	126,300	189
R317917	NUSS JASON & JENNIFER	6908 90TH ST LUBBOCK, TX 79423	HS	6908 90TH ST, LUBBOCK, TX 79424	QUINCY PARK L 198	187,997	182,719	274
R316239	ORIZABA HOLDINGS LLC	3316 PECOS ST AUSTIN, TX 78703		7006 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 24	128,146	128,146	192
R317981	ORONA, ISRAEL	7026 95TH ST LUBBOCK, TX 79424-7545		7026 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 262	134,451	134,451	202
R316259	ORTIZ FERNANDO BERRIOS &	NANCY BERRIOS 77 KELLY LN HANSCOM AFB, MA 01731-2660	HS	6907 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 44	137,424	134,055	201
R316303	OWEN, SANDRA	9302 QUINCY AVE LUBBOCK, TX 79424	HS	9302 QUINCY AVE, LUBBOCK, TX 79424	QUINCY PARK L 88	179,475	179,475	269
R317900	PARDUE ADAM & ANGELA	6901 91ST ST LUBBOCK, TX 79424	HS	6901 91ST ST, LUBBOCK, TX 79424	QUINCY PARK L 180	227,818	220,920	331
R316257	PARRA JESUS & ISABEL	6903 94TH ST LUBBOCK, TX 79424	HS	6903 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 42	139,350	135,903	204

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R316244	PATTERSON, KELSI	6924 95TH ST LUBBOCK, TX 79424	HS	6924 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 29	$ 126,648	123,720	186
R323434	PECK DOUGLAS KEEGAN &	KELSEY CLARISA PECK 9102 ROCHESTER AVE LUBBOCK, TX 79424		9102 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 391	186,548	186,548	280
R317896	PEREZ PEDRO LEE & AMANDA B	6909 91ST ST LUBBOCK, TX 79424		6909 91ST ST, LUBBOCK, TX 79424	QUINCY PARK L 176	188,224	188,224	282
R317877	PEREZ-ZOGHBI, MARIA E	9108 QUITMAN AVE LUBBOCK, TX 79424		9108 QUITMAN AVE, LUBBOCK, TX 79424	QUINCY PARK L 155	205,016	205,016	308
R316302	PERKINS, KENNETH, II	9304 QUINCY AVE LUBBOCK, TX 79424		9304 QUINCY AVE, LUBBOCK, TX 79424	QUINCY PARK L 87	170,425	170,425	256
R316338	PETERSON JACK M & JANICE S	9305 ROCHESTER AVE LUBBOCK, TX 79424	DV,HS,OA	9305 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 123	136,095	104,081	156
R316284	PETREE JACKIE L & TREENA J	4615 91ST ST LUBBOCK, TX 79424		7041 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 69	131,584	131,584	197
R316224	PHILLIPS RICHARD A & JANE T	7003 87TH ST LUBBOCK, TX 79424-4739	OA	6917 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 9	126,784	110,084	165
R317927	PIERCE ERIC & MELISSA	6916 89TH ST LUBBOCK, TX 79424	HS	6916 89TH ST, LUBBOCK, TX 79424	QUINCY PARK L 209	218,325	211,908	318
R316317	PIERCE, MICHELLE L	9303 REMINGTON AVE LUBBOCK, TX 79424	HS	9303 REMINGTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 102	144,261	144,261	216
R322750	PIKE PHILIP N & KERRI L	9707 REMINGTON AVE LUBBOCK, TX 79424		9707 REMINGTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 313	170,686	170,686	256

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R317860	PITMAN JAMIE & JOHN MARK	9109 ROCHESTER AVE LUBBOCK, TX 79424	HS	9109 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 138	$ 229,742	220,710	331
P325519	PLUNKETT DEREK	7029 96TH ST LUBBOCK, TX 79424		7029 96TH ST, LUBBOCK, TX 79424	VEH	27,875	27,875	42
R321737	PLUNKETT, DEREK	7029 96TH ST LUBBOCK, TX 79424	HS	7029 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 266	166,235	161,644	242
R323435	POMEROY BRIAN J & LISA M	9010 ROCHESTER AVE LUBBOCK, TX 79424		9010 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 392	18,000	18,000	27
R316290	POMEROY BRIAN J & LISA MARIE	7030 94TH ST LUBBOCK, TX 79424	HS	7030 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 75	162,404	158,139	237
R317892	POOL JOHN & NATALIE	6908 92ND ST LUBBOCK, TX 79424	HS	6908 92ND ST, LUBBOCK, TX 79424	QUINCY PARK L 172	195,560	195,560	293
P324623	POPEJOY, AMY S	6924 96TH ST LUBBOCK, TX 79424		6924 96TH ST, LUBBOCK, TX 79424	FFM & E	4,000	4,000	6
R323445	POWELL, LOGAN	8804 ROCHESTER AVE LUBBOCK, TX 79424		8804 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 402	177,096	177,096	266
P324277	POYNER, HARLY	5202 42ND ST LUBBOCK, TX 79414-1310		9102 RIDGELY AVE, LUBBOCK, TX 79423	FFM & E	500	500	1
R321747	PRATHER-VIGIL REVOCABLE	6508 AGAVE VERDE WAY NE ALBUQUERQUE, NM 87113		7009 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 276	150,055	150,055	225
R321772	PRICE, DAVID DEWAYNE	9314 ROSS AVE LUBBOCK, TX 79424	HS	9314 ROSS AVE, LUBBOCK, TX 79424	QUINCY PARK L 340	165,474	161,054	242

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R317933	PRICE, DEBRA ANN	6911 90TH ST LUBBOCK, TX 79424	DP,HS	6911 90TH ST, LUBBOCK, TX 79424	QUINCY PARK L 189	$ 182,062	172,062	258
R316289	PRIEST JIMMIE R & BETTY S	7032 94TH ST LUBBOCK, TX 79424	HS,OA	7032 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 74	162,349	141,402	212
R317881	PRODOEHL JASON R & WENDY M	6907 92ND ST LUBBOCK, TX 79424	HS	6907 92ND ST, LUBBOCK, TX 79424	QUINCY PARK L 160	177,670	177,670	267
R316246	QUARLES, ROSS	6920 95TH ST LUBBOCK, TX 79424		6920 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 31	127,660	127,660	191
R321738	QUICK, SCOT D	7027 96TH ST LUBBOCK, TX 79424	HS	7027 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 267	159,137	156,104	234
R317943	QUINTON, CHRISTOPHER J	6926 96TH ST LUBBOCK, TX 79424	HS	6926 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 222	130,896	127,783	192
P324282	RANDALL HINDS SOLE PROP	9102 RIDGELY AVE LUBBOCK, TX 79424		9102 RIDGELY AVE, LUBBOCK, TX 79424	FFM & E	500	500	1
R300519	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424	AG		BLK AK SEC 27 AB 245 TR A3 AC 40.6364	581,546	432,646	649
R316353	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		6900 93RD ST, LUBBOCK, TX 79424	QUINCY PARK TR A-C	3,362	3,362	5
R317930	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		8900 QUITMAN AVE, LUBBOCK, TX 79424	QUINCY PARK TR D	192,498	192,498	289
R323391	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9210 TURNER AVE, LUBBOCK, TX 79424	QUINCY PARK L 348A & 348B	18,000	18,000	27

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R323392	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9208 TURNER AVE, LUBBOCK, TX 79424	QUINCY PARK L 349A & 349B	$ 18,000	18,000	27
R323393	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9206 TURNER AVE, LUBBOCK, TX 79424	QUINCY PARK L 350A & 350B	18,000	18,000	27
R323394	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9204 TURNER AVE, LUBBOCK, TX 79424	QUINCY PARK L 351A & 351B	18,000	18,000	27
R323395	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9202 TURNER AVE, LUBBOCK, TX 79424	QUINCY PARK L 352A & 352B	18,000	18,000	27
R323398	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9205 TURNER AVE, LUBBOCK, TX 79424	QUINCY PARK L 355	17,000	17,000	26
R323400	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9209 TURNER AVE, LUBBOCK, TX 79424	QUINCY PARK L 357	17,000	17,000	26
R323402	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9212 TRENTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 359	18,000	18,000	27
R323407	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9202 TRENTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 364	18,000	18,000	27
R323408	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9201 TRENTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 365	19,000	19,000	29
R323409	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9203 TRENTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 366	18,000	18,000	27
R323410	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9205 TRENTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 367	18,000	18,000	27

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R323412	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9209 TRENTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 369	$ 18,000	18,000	27
R323416	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9206 SARATOGA AVE, LUBBOCK, TX 79424	QUINCY PARK L 373	18,000	18,000	27
R323417	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9204 SARATOGA AVE, LUBBOCK, TX 79424	QUINCY PARK L 374	18,000	18,000	27
R323418	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9202 SARATOGA AVE, LUBBOCK, TX 79424	QUINCY PARK L 375	18,000	18,000	27
R323420	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9205 SARATOGA AVE, LUBBOCK, TX 79424	QUINCY PARK L 377	18,000	18,000	27
R323421	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9203 SARATOGA AVE, LUBBOCK, TX 79424	QUINCY PARK L 378	207,477	207,477	311
R323430	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9202 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 387	18,000	18,000	27
R323431	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9108 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 388	18,000	18,000	27
R323436	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9008 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 393	17,000	17,000	26
R323442	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		8810 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 399	18,000	18,000	27
R323444	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		8806 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 401	18,000	18,000	27

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R323446	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		8802 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 403	$ 18,000	18,000	27
R325023	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7032 97TH ST, LUBBOCK, TX 79424	QUINCY PARK L 404	17,000	17,000	26
R325024	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7030 97TH ST, LUBBOCK, TX 79424	QUINCY PARK L 405	163,353	163,353	245
R325025	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7028 97TH ST, LUBBOCK, TX 79424	QUINCY PARK L 406	17,000	17,000	26
R325029	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7020 97TH ST, LUBBOCK, TX 79424	QUINCY PARK L 410	17,000	17,000	26
R325031	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7016 97TH ST, LUBBOCK, TX 79424	QUINCY PARK L 412	17,000	17,000	26
R325033	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7012 97TH ST, LUBBOCK, TX 79424	QUINCY PARK L 414	17,000	17,000	26
R325034	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9603 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 415	18,000	18,000	27
R325035	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9605 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 416	18,000	18,000	27
R325036	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9607 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 417	18,000	18,000	27
R325037	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9701 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 418	18,000	18,000	27

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R325038	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9703 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 419	$ 18,000	18,000	27
R325039	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9705 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 420	18,000	18,000	27
R325040	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9707 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 421	19,000	19,000	29
R325041	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9708 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 422	19,000	19,000	29
R325042	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9706 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 423	18,000	18,000	27
R325043	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9704 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 424	18,000	18,000	27
R325044	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9702 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 425	18,000	18,000	27
R325045	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9701 RIDGELY AVE, LUBBOCK, TX 79424	QUINCY PARK L 426	18,000	18,000	27
R325047	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9705 RIDGELY AVE, LUBBOCK, TX 79424	QUINCY PARK L 428	18,000	18,000	27
R325048	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9707 RIDGELY AVE, LUBBOCK, TX 79424	QUINCY PARK L 429	19,000	19,000	29
R325049	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9708 RIDGELY AVE, LUBBOCK, TX 79424	QUINCY PARK L 430	19,000	19,000	29

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R325051	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9704 RIDGELY AVE, LUBBOCK, TX 79424	QUINCY PARK L 432	$ 18,000	18,000	27
R325052	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9702 RIDGELY AVE, LUBBOCK, TX 79424	QUINCY PARK L 433	18,000	18,000	27
R325053	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9701 ROSS AVE, LUBBOCK, TX 79424	QUINCY PARK L 434	18,000	18,000	27
R325055	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9705 ROSS AVE, LUBBOCK, TX 79424	QUINCY PARK L 436	167,537	167,537	251
R325056	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9707 ROSS AVE, LUBBOCK, TX 79424	QUINCY PARK L 437	17,000	17,000	26
R325057	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9709 ROSS AVE, LUBBOCK, TX 79424	QUINCY PARK L 438	18,000	18,000	27
R325058	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9710 ROSS AVE, LUBBOCK, TX 79424	QUINCY PARK L 439	17,000	17,000	26
R325059	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9708 ROSS AVE, LUBBOCK, TX 79424	QUINCY PARK L 440	17,000	17,000	26
R325060	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9706 ROSS AVE, LUBBOCK, TX 79424	QUINCY PARK L 441	17,000	17,000	26
R325061	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9704 ROSS AVE, LUBBOCK, TX 79424	QUINCY PARK L 442	17,000	17,000	26
R325062	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9702 ROSS AVE, LUBBOCK, TX 79424	QUINCY PARK L 443	17,000	17,000	26

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R325063	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9610 ROSS AVE, LUBBOCK, TX 79424	QUINCY PARK L 444	$ 17,000	17,000	26
R325064	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9608 ROSS AVE, LUBBOCK, TX 79424	QUINCY PARK L 445	17,000	17,000	26
R325065	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9606 ROSS AVE, LUBBOCK, TX 79424	QUINCY PARK L 446	17,000	17,000	26
R325066	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9604 ROSS AVE, LUBBOCK, TX 79424	QUINCY PARK L 447	17,000	17,000	26
R325067	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9602 ROSS AVE, LUBBOCK, TX 79424	QUINCY PARK L 448	18,000	18,000	27
R325068	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7036 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 449	17,000	17,000	26
R325071	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7042 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 452	17,000	17,000	26
R325072	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7044 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 453	17,000	17,000	26
R325073	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7046 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 454	17,000	17,000	26
R325074	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7048 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 455	17,000	17,000	26
R325075	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7050 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 456	17,000	17,000	26

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R325076	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7052 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 457	$ 17,000	17,000	26
R325077	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7054 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 458	17,000	17,000	26
R325078	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7056 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 459	17,000	17,000	26
R325079	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7058 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 460	17,000	17,000	26
R325080	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7060 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 461	17,000	17,000	26
R325081	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7062 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 462	17,000	17,000	26
R325082	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7064 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 463	17,000	17,000	26
R325083	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7066 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 464	17,000	17,000	26
R325085	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7070 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 466	17,000	17,000	26
R325087	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7035 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 467	18,000	18,000	27
R325088	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7037 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 468	17,000	17,000	26

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R325089	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7039 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 469	$ 17,000	17,000	26
R325090	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7041 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 470	17,000	17,000	26
R325091	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7043 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 471	17,000	17,000	26
R325092	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7045 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 472	17,000	17,000	26
R325093	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7047 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 473	17,000	17,000	26
R325094	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7049 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 474	17,000	17,000	26
R325095	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7051 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 475	17,000	17,000	26
R325096	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7053 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 476	17,000	17,000	26
R325097	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7055 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 477	17,000	17,000	26
R325098	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7201 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 478	17,000	17,000	26
R325099	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7203 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 479	17,000	17,000	26

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R325100	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7205 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 480	$ 17,000	17,000	26
R325101	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7207 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 481	17,000	17,000	26
R325102	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7209 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 482	17,000	17,000	26
R325103	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7211 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 483	18,000	18,000	27
R325104	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7212 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 484	18,000	18,000	27
R325105	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7210 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 485	17,000	17,000	26
R325106	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7208 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 486	17,000	17,000	26
R325107	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7206 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 487	17,000	17,000	26
R325108	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7204 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 488	17,000	17,000	26
R325109	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7202 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 489	17,000	17,000	26
R325110	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7054 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 490	18,000	18,000	27

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R325111	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7052 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 491	$ 17,000	17,000	26
R325112	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7050 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 492	17,000	17,000	26
R325113	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7048 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 493	17,000	17,000	26
R325114	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7046 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 494	17,000	17,000	26
R325115	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7044 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 495	17,000	17,000	26
R325116	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7042 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 496	17,000	17,000	26
R325117	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7040 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 497	17,000	17,000	26
R325118	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7038 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 498	17,000	17,000	26
R325119	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7036 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 499	17,000	17,000	26
R325120	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7034 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 500	17,000	17,000	26
R325121	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7032 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 501	17,000	17,000	26

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R325122	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7043 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 502	$ 17,000	17,000	26
R325123	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7045 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 503	17,000	17,000	26
R325124	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7047 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 504	17,000	17,000	26
R325125	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7049 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 505	17,000	17,000	26
R325126	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7101 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 506	17,000	17,000	26
R325127	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7103 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 507	17,000	17,000	26
R325128	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7105 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 508	17,000	17,000	26
R325129	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7107 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 509	17,000	17,000	26
R325130	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7109 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 510	17,000	17,000	26
R325131	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7111 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 511	17,000	17,000	26
R325132	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7113 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 512	17,000	17,000	26

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R325133	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7115 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 513	$ 17,000	17,000	26
R325134	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7201 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 514	17,000	17,000	26
R325135	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7203 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 515	17,000	17,000	26
R325136	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7205 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 516	18,000	18,000	27
R325137	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7207 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 517A & 517B	19,000	19,000	29
R325138	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9310 TURNER AVE, LUBBOCK, TX 79424	QUINCY PARK L 518A & 518B	18,000	18,000	27
R325139	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9308 TURNER AVE, LUBBOCK, TX 79424	QUINCY PARK L 519A & 519B	18,000	18,000	27
R325140	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9306 TURNER AVE, LUBBOCK, TX 79424	QUINCY PARK L 520A & 520B	18,000	18,000	27
R325141	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9304 TURNER AVE, LUBBOCK, TX 79424	QUINCY PARK L 521A & 521B	17,000	17,000	26
R325142	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9302 TURNER AVE, LUBBOCK, TX 79424	QUINCY PARK L 522A & 522B	18,000	18,000	27
R325143	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9301 TURNER AVE, LUBBOCK, TX 79424	QUINCY PARK L 523	18,000	18,000	27

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R325144	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9303 TURNER AVE, LUBBOCK, TX 79424	QUINCY PARK L 524	$ 18,000	18,000	27
R325145	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9305 TURNER AVE, LUBBOCK, TX 79424	QUINCY PARK L 525	17,000	17,000	26
R325146	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9307 TURNER AVE, LUBBOCK, TX 79424	QUINCY PARK L 526	18,000	18,000	27
R325147	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9308 TRENTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 527	18,000	18,000	27
R325148	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9306 TRENTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 528	18,000	18,000	27
R325149	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9304 TRENTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 529	17,000	17,000	26
R325150	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9302 TRENTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 530	18,000	18,000	27
R325151	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9301 TRENTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 531	18,000	18,000	27
R325152	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9303 TRENTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 532	17,000	17,000	26
R325153	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9305 TRENTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 533	18,000	18,000	27
R325154	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9307 TRENTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 534	18,000	18,000	27

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R325155	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9310 SARATOGA AVE, LUBBOCK, TX 79424	QUINCY PARK L 535	$ 17,000	17,000	26
R325156	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9308 SARATOGA AVE, LUBBOCK, TX 79424	QUINCY PARK L 536	17,000	17,000	26
R325157	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9306 SARATOGA AVE, LUBBOCK, TX 79424	QUINCY PARK L 537	17,000	17,000	26
R325158	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9304 SARATOGA AVE, LUBBOCK, TX 79424	QUINCY PARK L 538	17,000	17,000	26
R325159	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9302 SARATOGA AVE, LUBBOCK, TX 79424	QUINCY PARK L 539	19,000	19,000	29
R325160	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9301 SARATOGA AVE, LUBBOCK, TX 79424	QUINCY PARK L 540	19,000	19,000	29
R325161	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9303 SARATOGA AVE, LUBBOCK, TX 79424	QUINCY PARK L 541	18,000	18,000	27
R325162	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9305 SARATOGA AVE, LUBBOCK, TX 79424	QUINCY PARK L 542	17,000	17,000	26
R325163	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		9307 SARATOGA AVE, LUBBOCK, TX 79424	QUINCY PARK L 543	18,000	18,000	27
R325164	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7048 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 544	17,000	17,000	26
R325165	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7046 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 545	17,000	17,000	26

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R325166	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7044 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 546	$ 17,000	17,000	26
R325167	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		7042 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 547	1,800	1,800	3
R322735	REEP JACOB M & LARAE D	6910 97TH ST LUBBOCK, TX 79424	HS	6910 97TH ST, LUBBOCK, TX 79424	QUINCY PARK L 298	175,991	169,612	254
R323427	REGALADO MICHAEL & MICHELLE	9101 SARATOGA AVE LUBBOCK, TX 79424	HS	9101 SARATOGA AVE, LUBBOCK, TX 79424	QUINCY PARK L 384	195,185	195,185	293
R317864	RENO LARRY & MICHELLE	9101 ROCHESTER AVE LUBBOCK, TX 79424	HS	9101 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 142	230,358	230,358	346
R325069	REYNA, PAUL E	7038 96TH ST LUBBOCK, TX 79424		7038 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 450	151,940	151,940	228
R316340	RIGGAN GREGORY & COURTNEY	& HOWARD & CYNTHIA GUINN 9309 ROCHESTER AVE LUBBOCK, TX 79424	HS	9309 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 125	154,588	150,517	226
R325030	RIGSBY RICHARD S & ASHLEE R	7018 97TH ST LUBBOCK, TX 79424		7018 97TH ST, LUBBOCK, TX 79424	QUINCY PARK L 411	162,628	162,628	244
R316347	RILEY, SAMANTHA KAY	9312 ROCHESTER AVE LUBBOCK, TX 79424	HS	9312 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 132	125,831	122,937	184
R316311	RIVERA ISMAEL & SAMANTHA	366 FREEPORT ST HOUSTON, TX 77015-2335		9310 QUITMAN AVE, LUBBOCK, TX 79424	QUINCY PARK L 96	136,694	136,694	205
R317913	ROACH ANDREW C & JEANNA R	6901 90TH ST LUBBOCK, TX 79424		6901 90TH ST, LUBBOCK, TX 79424	QUINCY PARK L 194	268,292	268,292	402

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R317916	ROACH ANDREW C & JEANNA R	6901 90TH ST LUBBOCK, TX 79424-8901		6906 90TH ST, LUBBOCK, TX 79424	QUINCY PARK L 197	$ 171,390	171,390	257
R316265	RODRIGUEZ OSCAR & TREVA	4910 SUNSHINE PKWY MIDLAND, TX 79707-6135	HS	7003 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 50	127,329	124,374	187
R325046	RODRIGUEZ STEPHEN & JASMINE	9703 RIDGLEY AVE LUBBOCK, TX 79424		9703 RIDGELY AVE, LUBBOCK, TX 79424	QUINCY PARK L 427	18,000	18,000	27
R321760	RODRIQUEZ RYAN & LINDSAY	6917 96TH ST LUBBOCK, TX 79423		6917 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 289	162,773	162,773	244
R317944	ROESCH CHRISTOPHER J &	AMBER R HOOK 6928 96TH ST LUBBOCK, TX 79424		6928 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 223	162,264	162,264	243
P324620	ROESCH, CHRISTOPHER	6928 96TH LUBBOCK, TX 79424		6928 96TH ST, LUBBOCK, TX 79424	FFM & E	500	500	1
R316281	ROMAN PAUL J & ANGELICA	7035 94TH ST LUBBOCK, TX 79424	HS	7035 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 66	141,038	141,038	212
R317880	ROSALES, JOSE JR	6909 92ND ST LUBBOCK, TX 79424		6909 92ND ST, LUBBOCK, TX 79424	QUINCY PARK L 159	181,684	181,684	273
R316223	ROSALEZ RAFAEL JR & MISSY N &	PURA REYNA 6915 95TH ST LUBBOCK, TX 79424-7544	HS	6915 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 8	138,021	134,628	202
R317873	ROSEN KEVIN R & GINA R	9105 REMINGTON AVE LUBBOCK, TX 79424		9105 REMINGTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 151A	204,390	204,390	307
R322741	RUSSELL MIRANDA G &	TAMMY G & MICHAEL L ROBERSON 6922 97TH ST LUBBOCK, TX 79424		6922 97TH ST, LUBBOCK, TX 79424	QUINCY PARK L 304	153,812	153,812	231

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R316229	SAATHOFF WILLIAM A & MARY W REVOCABLE LIVING TRUST	6927 95TH ST LUBBOCK, TX 79424	DV,HS,OA	6927 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 14	$ 135,719	103,720	156
R317939	SAENZ, KORY L	6918 96TH ST LUBBOCK, TX 79424	HS	6918 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 218	127,632	124,641	187
R317952	SALYER, VANESSA	7010 96TH ST LUBBOCK, TX 79424-8906		7010 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 232	157,769	157,769	237
R316232	SAMORA-WILLIAMS JESSICA &	MATTHEW D WILLIAMS 7005 95TH ST LUBBOCK, TX 79424		7005 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 17	131,885	131,885	198
R317906	SANCHEZ ALFONSO & NORMA CECILIA	6912 91ST ST LUBBOCK, TX 79424	HS	6912 91ST ST, LUBBOCK, TX 79424	QUINCY PARK L 186	167,234	167,234	251
R316220	SANCHEZ, LETICIA	6909 95TH ST LUBBOCK, TX 79424	HS	6909 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 5	129,303	126,267	189
R317861	SANDERS, WILLIAM D	9107 ROCHESTER AVE LUBBOCK, TX 79424	DV,HS	9107 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 139	187,993	170,716	256
R317929	SANDERSON HEATHER & BRIAN	6920 89TH ST LUBBOCK, TX 79424		6920 89TH ST, LUBBOCK, TX 79424	QUINCY PARK L 211	169,002	169,002	254
P324296	SANDIN, ELIABETH ANN	7308 78TH ST LUBBOCK, TX 79424		9102 RIDGELY AVE, LUBBOCK, TX 79424	FFM & E	500	500	1
R317953	SAVAGE SHAWN & APRIL	2201 S CR 1126 MIDLAND, TX 79706		7012 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 233	131,108	131,108	197
R316345	SCARBROUGH, MONTE LEE	9316 ROCHESTER AVE LUBBOCK, TX 79424		9316 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 130	132,221	132,221	198

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Finance Department
Quincy Park Public Improvement District Assessment Roll
As of January 1, 2015
Exhibit C

Property ID	Owner Name	Mailing Address	Exemption	Property Address	Legal Description	2015 Market Value	2015 Taxable Value	2015 Estimated Assessment*
R317970	SEAL JOE A & SYDNEY R	7023 95TH ST LUBBOCK, TX 79424		7023 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 250	$ 137,182	137,182	206
R321745	SEE MOR PROPERTIES LLC	7029 94TH ST LUBBOCK, TX 79424		7013 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 274	133,546	133,546	200
R316278	SEEFELD, JASON R	7029 94TH ST LUBBOCK, TX 79424	HS	7029 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 63	141,476	137,941	207
R316251	SERNA GERARDO E & SALLY	605 6TH ST WOLFFORTH, TX 79382-2867		6910 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 36	129,031	129,031	194
R316253	SGJM PROPERTIES LLC	6006 88TH ST LUBBOCK, TX 79424		6906 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 38	134,239	134,239	201
R316292	SHIPLEY JUSTIN & JILL	7026 94TH ST LUBBOCK, TX 79424	HS	7026 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 77	145,969	142,250	213
R323415	SHIPP GENE W & JAMIE B	9208 SARATOGA AVE LUBBOCK, TX 79424	HS	9208 SARATOGA AVE, LUBBOCK, TX 79424	QUINCY PARK L 372	179,617	179,617	269
R317967	SHOCK, BRANDIE MICHELLE	7029 95TH ST LUBBOCK, TX 79424		7029 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 247	145,384	145,384	218
R316216	SIEWERT, HEATHER DAWN	6901 95TH ST LUBBOCK, TX 79424		6901 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 1	147,189	147,189	221
R316260	SILVIA, JASON	1002 FULLER WISER RD #APT 4522 EULESS, TX 76039-8266	HS	6909 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 45	128,282	125,288	188
R316282	SIMMONS PHILIP & LINDA	5023 BUTTERFIELD CT CULVER CITY, CA 90230		7037 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 67	127,329	127,329	191

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R317968	SIMMONS PHILIP & LINDA	5023 BUTTERFIELD CT CULVER CITY, CA 90230		7027 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 248	$ 137,577	137,577	206
R317908	SIMMONS, STACY	6913 90TH ST LUBBOCK, TX 79424	HS	6913 90TH ST, LUBBOCK, TX 79424	QUINCY PARK L 188	198,530	192,853	289
R323443	SIMS MICHAEL E & TARA L	8808 ROCHESTER AVE LUBBOCK, TX 79424		8808 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 400	178,950	178,950	268
R317962	SMITH JERRY W & LEIGH	7030 96TH ST LUBBOCK, TX 79424	HS,OA	7030 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 242	150,946	130,296	195
R316241	SMITH, SHANNON K	15715 TWISTING SPRINGS DR CYPRESS, TX 77433	HS	7002 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 26	140,678	137,177	206
R317863	SPARKMAN JENNIFER L &	TODD J KURLANDER 9103 ROCHESTER AVE LUBBOCK, TX 79424	HS	9103 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 141	205,227	197,439	296
R321774	ST ROMAIN WILMAN & KRISTY	9310 ROSS AVE LUBBOCK, TX 79424	HS	9310 ROSS AVE, LUBBOCK, TX 79424	QUINCY PARK L 342	160,527	156,311	234
R316283	STACY, SHANNEL M	7039 94TH ST LUBBOCK, TX 79424		7039 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 68	150,217	150,217	225
R321753	STEINFATH ERIC &	DANIELLE PRATT 6931 96TH ST LUBBOCK, TX 79424		6931 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 282	131,369	131,369	197
R317958	STEPHENS DARELL & EVA D	221 CR 4 FARRWELL, TX 79325		7022 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 238	131,580	131,580	197
R316327	STEPHENS, EVA DEAN	221 CR 4 FARWELL, TX 79325		9302 REMINGTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 112	129,144	129,144	194

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Property ID	Owner Name	Mailing Address	Exemption	Property Address	Legal Description	2015 Market Value	2015 Taxable Value	2015 Estimated Assessment*
R317883	STINEBAUGH DAVID M & BRENNA M	6903 92ND ST LUBBOCK, TX 79424		6903 92ND ST, LUBBOCK, TX 79424	QUINCY PARK L 162	$ 173,619	173,619	260
R321766	STOLP TYLER D & RACHEL M	9305 ROSS AVE LUBBOCK, TX 79424	HS	9305 ROSS AVE, LUBBOCK, TX 79424	QUINCY PARK L 334	171,833	171,833	258
R317942	STONE, AMY M	6924 96TH ST LUBBOCK, TX 79424	HS	6924 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 221	159,277	154,986	232
R317895	SWANNER DIAH RENEE & MICHAEL A	6911 91ST ST LUBBOCK, TX 79424		6911 91ST ST, LUBBOCK, TX 79424	QUINCY PARK L 175	177,061	177,061	266
P324598	SWANNER PLUMBING LLC	6911 91ST ST LUBBOCK, TX 79424		6911 91ST ST, LUBBOCK, TX 79424	FFM & E	3,825	3,825	6
R322739	SWINDOLL STEVEN S & ASHLEY	6918 97TH ST LUBBOCK, TX 79424		6918 97TH ST, LUBBOCK, TX 79424	QUINCY PARK L 302	202,673	202,673	304
R323401	TAFOYA SERICA &	PATRICK ARENIVAR 9211 TURNER AVE LUBBOCK, TX 79423		9211 TURNER AVE, LUBBOCK, TX 79424	QUINCY PARK L 358	165,728	165,728	249
R322759	TALAMANTEZ ARMANDO JR & AMIE E	9709 QUITMAN AVE LUBBOCK, TX 79424		9709 QUITMAN AVE, LUBBOCK, TX 79424	QUINCY PARK L 322	193,575	193,575	290
R316296	TANG BUU CHAU & MINH PHAN	7018 94TH ST LUBBOCK, TX 79424		7018 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 81	146,982	146,982	220
R322760	TARLTON, JEFF	9707 QUITMAN AVE LUBBOCK, TX 79424	HS	9707 QUITMAN AVE, LUBBOCK, TX 79424	QUINCY PARK L 323	170,898	170,898	256
R316341	TARNO, MANDY E	9311 ROCHESTER AVE LUBBOCK, TX 79424		9311 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 126	158,173	158,173	237

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Property ID	Owner Name	Mailing Address	Exemption	Property Address	Legal Description	2015 Market Value	2015 Taxable Value	2015 Estimated Assessment*
R322733	THOMAS DWIGHT R & THELMA J	6906 97TH ST LUBBOCK, TX 79424	HS,OA	6906 97TH ST, LUBBOCK, TX 79424	QUINCY PARK L 296	$ 189,967	173,267	260
R317982	THOMAS GARRETT T & CHEYENNE J	7028 95TH ST LUBBOCK, TX 79424	HS	7028 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 263	154,972	150,872	226
R316322	THOMPSON, DEREK L	9312 REMINGTON AVE LUBBOCK, TX 79424-7020		9312 REMINGTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 107	134,451	134,451	202
R316225	TORRES, JERRY	6919 95TH ST LUBBOCK, TX 79424	HS	6919 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 10	146,985	143,226	215
P325006	TORRES, MAYRA	7013 96TH ST LUBBOCK, TX 79424		7013 96TH ST, LUBBOCK, TX 79424	FFM & E	500	500	1
R316350	TORREZ MICHAEL D & MISTI R	9306 ROCHESTER AVE LUBBOCK, TX 79424	HS	9306 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 135	128,146	125,157	188
R316321	TRAN, DIEU-HIEN T	9311 REMINGTON AVE LUBBOCK, TX 79424	HS	9311 REMINGTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 106	163,967	159,482	239
R316305	TREADWAY, BETTY	9303 QUITMAN AVE LUBBOCK, TX 79424	HS,OA	9303 QUITMAN AVE, LUBBOCK, TX 79424	QUINCY PARK L 90	145,973	125,541	188
R316280	TRINH HANH &	NGOC TRAN 7305 ABERDEEN AVE # 3303 LUBBOCK, TX 79424	HS	7033 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 65	132,073	128,911	193
R316291	TUBB JOHNNY & RHONDA	7028 94TH ST LUBBOCK, TX 79424	HS	7028 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 76	171,321	166,691	250
R317874	TURNER JOSHUA & ERICA	9103 REMINGTON AVE LUBBOCK, TX 79424	HS	9103 REMINGTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 152	193,672	193,672	291

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Property ID	Owner Name	Mailing Address	Exemption	Property Address	Legal Description	2015 Market Value	2015 Taxable Value	2015 Estimated Assessment[a]
R321762	VADDER BENJAMIN B & EDWIN B	6913 96TH ST LUBBOCK, TX 79424		6913 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 291	$ 154,033	154,033	231
R317902	VAN ATTA, STACY	6904 91ST ST LUBBOCK, TX 79424	HS	6904 91ST ST, LUBBOCK, TX 79424	QUINCY PARK L 182	170,654	166,036	249
R316301	VASQUEZ MICHAEL & BONNIE	9306 QUINCY AVE LUBBOCK, TX 79424	DV,HS	9306 QUINCY AVE, LUBBOCK, TX 79424	QUINCY PARK L 86	178,083	-	-
R316299	VAUGHAN, LYNDA	9310 QUINCY AVE LUBBOCK, TX 79424		9310 QUINCY AVE, LUBBOCK, TX 79424	QUINCY PARK L 84	171,087	171,087	257
R321763	VAUGHAN, SETH	6911 96TH ST LUBBOCK, TX 79424		6911 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 292	146,773	146,773	220
R321776	VINEYARD KYLE C & LINDSEY SCHIELY	9306 ROSS AVE LUBBOCK, TX 79424	HS	9306 ROSS AVE, LUBBOCK, TX 79424	QUINCY PARK L 344	152,281	147,107	221
R322742	VON KRIEGENBERGH KATRINA M & ROBERT	6924 97TH ST LUBBOCK, TX 79424		6924 97TH ST, LUBBOCK, TX 79424	QUINCY PARK L 305	165,873	165,873	249
R322732	WALL, MARY	6907 97TH ST LUBBOCK, TX 79424		6904 97TH ST, LUBBOCK, TX 79424	QUINCY PARK L 295	152,143	152,143	228
R316227	WEATHERS ELGEN N & AMANDA D	6923 95TH ST LUBBOCK, TX 79424		6923 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 12	136,795	136,795	205
R316306	WELCH, CAMERON N	9305 QUITMAN AVE LUBBOCK, TX 79424		9305 QUITMAN AVE, LUBBOCK, TX 79424	QUINCY PARK L 91	135,471	135,471	203
R322753	WHITTLEY TODD & RONDA	350 HIGHLAND DR LEWISVILLE, TX 75067		9701 REMINGTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 316	163,426	163,426	245

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Property ID	Owner Name	Mailing Address	Exemption	Property Address	Legal Description	2015 Market Value	2015 Taxable Value	2015 Estimated Assessment*
R322734	WHS PROPERTIES LLC	7004 SALEM AVE LUBBOCK, TX 79424		6908 97TH ST, LUBBOCK, TX 79424	QUINCY PARK L 297	$ 153,255	153,255	230
R322752	WHS PROPERTIES LLC	7004 SALEM AVE LUBBOCK, TX 79424		9703 REMINGTON AVE, LUBBOCK, TX 79424	QUINCY PARK L 315	129,150	129,150	194
R322756	WHS PROPERTIES LLC	7004 SALEM AVE LUBBOCK, TX 79424		9706 QUITMAN AVE, LUBBOCK, TX 79424	QUINCY PARK L 319	138,324	138,324	207
R316266	WIENINGER, JONATHAN	7005 94TH ST LUBBOCK, TX 79424		7005 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 51	137,424	137,424	206
R317885	WILLFULL PROPERTIES LLC	6519 92ND ST LUBBOCK, TX 79424-6774		9114 QUINCY AVE, LUBBOCK, TX 79424	QUINCY PARK L 164A	126,670	126,670	190
R317886	WILLFULL PROPERTIES LLC	6519 92ND ST LUBBOCK, TX 79424-6774		9112 QUINCY AVE, LUBBOCK, TX 79424	QUINCY PARK L 165A	126,820	126,820	190
R317887	WILLFULL PROPERTIES LLC	6519 92ND ST LUBBOCK, TX 79424-6774		9110 QUINCY AVE, LUBBOCK, TX 79424	QUINCY PARK L 166A	129,840	129,840	195
R317888	WILLFULL PROPERTIES LLC	6519 92ND ST LUBBOCK, TX 79424-6774		9106 QUINCY AVE, LUBBOCK, TX 79424	QUINCY PARK L 167A	127,230	127,230	191
R317932	WILLFULL PROPERTIES LLC	6519 92ND ST LUBBOCK, TX 79424-6774		9102 QUINCY AVE, LUBBOCK, TX 79424	QUINCY PARK L 168A	126,170	126,170	189
R322354	WILLFULL PROPERTIES LLC	6519 92ND ST LUBBOCK, TX 79424-6774		9108 QUINCY AVE, LUBBOCK, TX 79424	QUINCY PARK L 166B	127,560	127,560	191
R322355	WILLFULL PROPERTIES LLC	6519 92ND ST LUBBOCK, TX 79424-6774		9104 QUINCY AVE, LUBBOCK, TX 79424	QUINCY PARK L 167B	124,710	124,710	187

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R316349	WILLIAMS WAYMON L & ROWENA M	6719 92ND ST LUBBOCK, TX 79424-6778		9308 ROCHESTER AVE, LUBBOCK, TX 79424	QUINCY PARK L 134	$ 120,370	120,370	181
R321761	WILLIAMS-BALDWIN, BREANN	6915 96TH ST LUBBOCK, TX 79424	HS	6915 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 290	148,480	143,349	215
R316256	WILLSON ALISSA & BILLY DOWNING	6901 94TH ST LUBBOCK, TX 79424	HS	6901 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 41	137,424	134,055	201
R317876	WILSON, BRANCE	9106 QUITMAN AVE LUBBOCK, TX 79424		9106 QUITMAN AVE, LUBBOCK, TX 79424	QUINCY PARK L 154	199,752	199,752	300
R322737	WINTERS GEORGE & CAROLYN	6914 97TH ST LUBBOCK, TX 79424	OA	6914 97TH ST, LUBBOCK, TX 79424	QUINCY PARK L 300	175,991	159,291	239
R316314	WINTON, ROBERT C	9304 QUITMAN AVE LUBBOCK, TX 79424		9304 QUITMAN AVE, LUBBOCK, TX 79424	QUINCY PARK L 99	156,119	156,119	234
R316245	WRIGHT BUDDY A & LINDA SUE	6922 95TH ST LUBBOCK, TX 79424-7543	HS,OA	6922 95TH ST, LUBBOCK, TX 79424	QUINCY PARK L 30	138,021	117,928	177
R322736	WU ANDREW & TIFFANY	6912 97TH ST LUBBOCK, TX 79424		6912 97TH ST, LUBBOCK, TX 79424	QUINCY PARK L 299	170,115	170,115	255
R316263	YATES SHAWN & JESSICA MORELAND	6915 94TH ST LUBBOCK, TX 79424	HS	6915 94TH ST, LUBBOCK, TX 79424	QUINCY PARK L 48	138,021	134,628	202
R322765	YOUNG, TARA	9704 QUINCY AVE LUBBOCK, TX 79424	HS	9704 QUINCY AVE, LUBBOCK, TX 79424	QUINCY PARK L 328	149,553	149,553	224
R317897	Z BAR 4 LTD	6907 91ST ST LUBBOCK, TX 79424		6907 91ST ST, LUBBOCK, TX 79424	QUINCY PARK L 177	149,862	149,862	225

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Quincy Park Public Improvement District Assessment Roll
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Property ID	Owner Name	Mailing Address	Exemption	Property Address	Legal Description	2015 Market Value	2015 Taxable Value	2015 Estimated Assessment*
R317884	ZAID SALEM ABO &	SANA T YAQOBI 6901 92ND ST LUBBOCK, TX 79424	HS	6901 92ND ST, LUBBOCK, TX 79424	QUINCY PARK L 163	$ 179,318	172,846	259
R321767	ZANT CAL & DAVIDA	9307 ROSS AVE LUBBOCK, TX 79424	HS	9307 ROSS AVE, LUBBOCK, TX 79424	QUINCY PARK L 335	158,889	157,754	237
R317950	ZANT MICHAEL J & MEGAN E	7006 96TH ST LUBBOCK, TX 79424	HS	7006 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 230	151,891	151,891	228
R321754	ZINNECKER PAUL A & DEBORAH	6929 96TH ST LUBBOCK, TX 79424	HS,OA	6929 96TH ST, LUBBOCK, TX 79424	QUINCY PARK L 283	136,994	115,747	174
565						$ 66,491,031	64,431,656	

*Estimates based upon preliminary values from Lubbock Central Appraisal District; actual assessment will be based upon final certified values

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

Meeting Date: 08/13/2015

Information

Agenda Item

Public Hearing 5:30 p.m. - Finance: Hold a public hearing to consider the 2015 assessment rate for the Valencia Public Improvement District (PID), generally bounded by 85th Street on the north, 88th Place on the south, Iola Avenue on the east, and Milwaukee Avenue on the west.

Item Summary

The purpose of this hearing is to allow the opportunity for property owners in the Valencia PID to speak in favor of or opposition to the assessment to be levied in the Valencia PID for 2015. The City of Lubbock is required to hold a public hearing annually to levy the assessment. A notice of Public Hearing was published in the Avalanche Journal and notices were mailed to the property owners on Friday, July 24, 2015, as required by statute.

The proposed assessment rate for 2015 is $0.11 per $100 of valuation. This is the same rate as 2014.

Fiscal Impact

None

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Valencia PID Public Hearing Notice

Valencia Public Hearing Revised

Notice of Public Hearing for the Review of the Assessment Rate for the Valencia Public Improvement District

Please take notice that on August 13, 2015, at 5:30 P.M. the City Council of Lubbock, Texas, will conduct a public hearing in the City Council Chamber of Lubbock, 1625 13th St., Lubbock, Texas 79401. The purpose of this hearing is to consider the 2015 assessment rate for property owners in the Valencia Public Improvement District ("District") pursuant to Chapter 372 of the Texas Local Government Code (the "Act").

All interested persons will be given the opportunity to appear and be heard at such public hearing. Written or oral objections will be considered. The Assessment roll will be available for viewing in the City Secretary's Office after July 24, 2015.

The following information is hereby provided concerning the matters to be considered at such hearing:

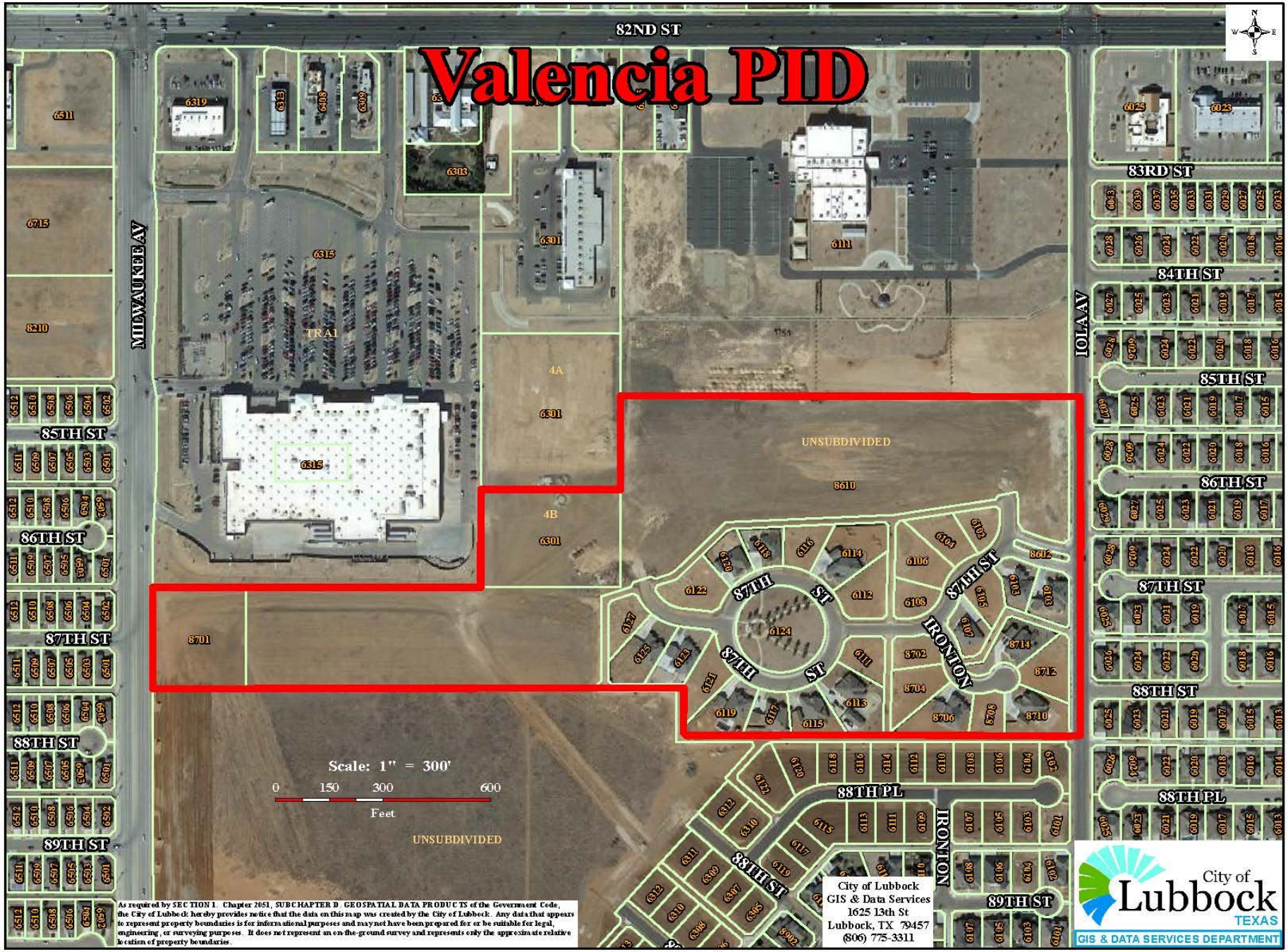
Nature of the Services and Improvements: The general nature of the proposed public improvements is: (i) maintenance of Parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and greens; landscaping, hardscape and irrigation; and (ii) costs of establishing, administering and operating the District. The District is to supplement and enhance services within the District, but not replace or supplant existing City services provided within the District.

Estimated Cost of the Services and Improvements: The total estimated cost of services provided by the District is approximately $28,581 over the next five years. The estimated annual cost rises from $5,492 in FY 2015-16 to $5,945 in FY 2019-20. The District shall not incur bonded indebtedness. The costs are based on a proposed assessment rate of $0.11 per $100.00 of valuation through year 2019.

Boundaries. The District is located wholly within the City of Lubbock, Texas. The proposed Valencia Public Improvement District (PID) generally covers a portion of an area in the City of Lubbock, Lubbock County, Texas, generally bounded by 85th Street on the north, 88th Place on the south, Iola Avenue on the east, and Milwaukee Avenue on the west. A detailed map of the District and a legal description as well as the Assessment Roll is available in the Fiscal Policy Department in Room 201 at the Lubbock Municipal Building.

Public hearings are available to all persons regardless of disability. If you require special assistance, please contact the City of Lubbock at 775-2985 or write to P.O. Box 2000, Lubbock, Texas, 79457, at least 48 hours in advance of the public hearing.

Any questions concerning the matters described in this notice should be directed to:
Danielle Whitfill, Senior Financial Analyst, at 775-2985


Valencia PID
82ND ST
83RD ST
84TH ST
85TH ST
86TH ST
87TH ST
88TH ST
88TH PL
89TH ST
MILWAUKEE AV
IOLA AV
IRONTON
87TH ST
UNSUBDIVIDED
8610
8701
TRA1
4A
4B
6301
6315
6111
Scale: 1" = 300'
0 150 300 600
Feet
UNSUBDIVIDED
As required by SECTION 1. Chapter 2051, SUBCHAPTER D. GEOSPATIAL DATA PRODUCTS of the Government Code, the City of Lubbock hereby provides notice that the data on this map was created by the City of Lubbock. Any data that appears to represent property boundaries is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
City of Lubbock
GIS & Data Services
1625 13th St
Lubbock, TX 79457
(806) 775-3311
City of Lubbock
TEXAS
GIS & DATA SERVICES DEPARTMENT

Valencia Assessment

- Valencia Assessment Rate
  - 2014 Assessment Rate - $0.11 per $100 valuation
  - Proposed 2015 Assessment Rate - $0.11 per $100 valuation

- Assessment Per $100,000 valuation
  - 2010 – 2019 $ 110

Regular City Council Meeting **7. 8.**

Meeting Date: 08/13/2015

Information

Agenda Item

Ordinance 1st Reading - Finance: Consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Valencia Public Improvement District (PID); approving, adopting, and filing with the City Secretary the Assessment Roll; closing the hearing and levying assessments based on the Service Plan for the cost of certain services and/or improvements to be provided in the PID during FY 2015-16.

Item Summary

Each year the City of Lubbock is required to review classifications for the methods of assessing; approve, adopt and file the assessment roll (Exhibit C) with the City Secretary; and levy the assessment for the Valencia Public Improvement District (PID). This item is preceded by a Public Hearing, which allows property owners in the District to speak in favor of or in opposition to, the assessment rate pursuant to Chapter 372 of the Texas Local Government Code. The proposed assessment rate for 2015 is $0.11 per $100 of valuation. This is the same rate as 2014. All property will be assessed for 2015.

The Council is required to review the Service Plan annually and adopt an ordinance setting the assessment rate for the PID. The revised Service Plan is included in the backup.

Exhibit C is available for viewing in the City Secretary's office.

Fiscal Impact

The assessments will go in to a separate Valencia Public Improvement District Fund. The funds raised by the assessment will be used to provide maintenance for the public improvements in the District, as well as cover the cost of administering the PID. The estimated total assessment that will be collected for 2015 is $10,620.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance -Valencia

ORDINANCE NO. _____

AN ORDINANCE REVIEWING CLASSIFICATIONS FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE VALENCIA PUBLIC IMPROVEMENT DISTRICT ("DISTRICT"); APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; LEVYING 2015 ASSESSMENTS FOR THE COST OF CERTAIN SERVICES AND/OR IMPROVEMENTS TO BE PROVIDED IN THE DISTRICT DURING FY 2015-16; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE DISTRICT AND AGAINST THE OWNERS THEREOF; AND PROVIDING FOR THE COLLECTION OF THE ASSESSMENT.

WHEREAS, Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and

WHEREAS, On July 14, 2011 the City Council passed Resolution No.2011-R0310 which made certain findings concerning the advisability of creating the Valencia Public Improvement District, authorized and created the District as a public improvement district under Chapter 372 of the Texas Local Government Code, and designated the Lubbock City Council as the entity responsible for the management of and provision of services and improvements to the District (Exhibit A); and

WHEREAS, On August 11, 2011, the City Council passed Resolution No. 2011-R0342, approving the Service and Assessment Plan, which will be reviewed and revised each year when necessary. Exhibit B, attached hereto, contains the 2015 Service and Assessment Plan for the Valencia Public Improvement District, which includes the Map and Assessment Roll; and

WHEREAS, Chapter 372 of the Texas Local Government Code requires that the City Council review the Service Plan; prepare a proposed assessment roll and file it with the City Secretary; and schedule a public hearing to consider the proposed assessments and receive public comment on an annual basis; and

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held August 13, 2015, to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2015 assessments within the Valencia Public Improvement District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired by the calling and holding of such public hearing to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2015 assessment rate for a special assessment against real property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

WHEREAS, the City Council desires to review classifications and formulas for the apportionment of the costs for the services and improvements of the property in the District, and approve, adopt and file with the City Secretary the proposed Assessment Roll in Exhibit B; and

WHEREAS, the City Council finds after review that the revised service plan and assessment plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of $0.11 per $100.00 of net taxable value through year 2019, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK, TEXAS:

SECTION 1: That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2: That the City Council after review of the Service Plan approves the method of assessing special benefits of services and improvements and the Service Plan, which is set forth in the Service and Assessment Plan attached and incorporated herein as Exhibit B. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Service Plan, each property owner in the District identified for assessments in 2015 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment.

SECTION 3: The City Council hereby approves, adopts and files with the City Secretary the Assessment Roll attached to the Service and Assessment Plan (Exhibit B). The Assessment Roll states an estimate of the assessment against each parcel of land in the District, as determined by the method of assessment set forth in the Service plan and this Ordinance. The City Secretary shall file the Assessment Roll in the official City records. The Assessment Roll shall be subject to public inspection.

SECTION 4: That the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on August 13, 2015 at 5:30 p.m. in the City Council Chamber, 1625 13th Street, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3)

the cost of the services and improvements; (4) the boundaries of the District; and (5) that written or oral objections will be considered at the hearing.

SECTION 5: That the City Council finds that Lubbock City staff mailed to the owners of property liable for assessment, notice of the hearing as the ownership appears on the City tax roll. The notice contained the information required by the Act. The notice was mailed before the 10th day before the date of the hearing to the last known address of the property owner on the City tax roll. The failure of the property owner to receive notice does not invalidate the proceeding.

SECTION 6: That the City Council finds that the assessments should be made and levied against the respective parcels of property within the District and against the owners thereof, and are substantially in proportion to the benefits to the respective parcels of property by means of the services and improvements in the District for which such assessments are levied, and further finds that in each case the property assessed is specially benefited by means of the said services and improvements of the District, and further finds that the apportionment of costs of the services and improvements is in accordance with the law in force in this City and the State and in the proceedings of the City heretofore had with reference to the formation of the District and the imposition of assessments for said services and improvements are in all respects valid and regular.

SECTION 7: That there shall be and is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2015 city net taxable value in the manner described in the assessment attached hereto in Exhibit B and made part hereof shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

SECTION 8: That the several sums above mentioned and assessed against the said parcels of property and the owners thereof, and interest thereon at the rate per annum established in Section 9 together with reasonable attorney's fees and costs of collection, if incurred, are hereby declared to be and are made a first and prior lien against the property assessed, superior to all other liens and claims except liens and claims for ad valorem taxes and is a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien shall attach on January 1 of each year to the property to secure the payment of all assessments, penalties, and interest ultimately imposed for the year on the property, whether or not the assessments are imposed in the year the lien attaches and shall be effective until the assessment is paid. The lien is perfected on attachment and perfection requires no further action by the governing body.

SECTION 9: That the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31, 2016 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas

Property Tax Code. A delinquent assessment incurs a penalty of six percent of the amount of the assessment for the first calendar month it is delinquent plus one percent for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this section as long as the assessment remains unpaid, regardless of whether a judgment for the delinquent assessment has been rendered. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof, including costs and attorney's fees, shall be enforced by the governing body in the same manner that an ad valorem tax lien against real property may be enforced by the governing body under Chapters 31, 32 and 33 of the Texas Property Tax Code. The owner of the assessed property may pay at any time the entire assessment on any lot or parcel, along with any interest and penalty that has accrued on the assessment.

SECTION 10: That all assessments levied are a personal liability and charge against the real and true owners of the premises described, notwithstanding such owners may not be named, or may be incorrectly named.

SECTION 11: That the assessments herein levied are made and levied under and by virtue of the terms powers and provisions of the Public Improvement District Assessment Act, Chapter 372 of the Texas Local Government Code, as amended.

SECTION 12: That the City may contract with the Lubbock Central Appraisal District and/or any competent attorney to collect the assessments and to represent the Valencia Public Improvement District to enforce the collection of delinquent assessments. The attorney's compensation shall be set in the contract, but the total amount of compensation provided may not exceed 20 percent of the amount of delinquent assessment, penalty, and interest collected, as required in Section 6.03 of the Texas Property Tax Code.

AND IT IS SO ORDERED.

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

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

_____
Linda L. Chamales,
Economic Development Attorney

L:\c city att\Linda\Ordinances\Valencia PID Ordinance 2015 Assessment
July 15, 2015

EXHIBIT A

RESOLUTION

WHEREAS, a petition has been received from the record owners of taxable real property representing more than 50 percent of the appraised value (as determined by the most recent certified appraisal roll of the Lubbock Central Appraisal District) of an area within the City of Lubbock generally bounded by generally bounded by 85th Street on the north, 88th Place on the south, Iola Avenue on the east, and Milwaukee Avenue on the west, AND owners of not less than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal; requesting establishment of a Valencia Public Improvement District under Chapter 372 of the Texas Local Government Code for the purpose of maintaining Parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and greens; landscaping, hardscape and irrigation; including costs of establishing, administering and operating the District; and

WHEREAS, the petition, a copy of which has been attached as Exhibit "1," was examined, verified, found to meet the requirements of Section 372.005(b) of the Texas Local Government Code, and accepted by the City Council of the City of Lubbock, Texas (the "City"); and

WHEREAS, the boundaries of the proposed Valencia Public Improvement District within the city limits of the City of Lubbock are described in the attachment designated as Exhibit "2" and shown on the map attached hereto as Exhibit "3"; and

WHEREAS, the City has called a public hearing to hear public comments on the advisability of the proposed public improvement district and its benefits to the City and to the property within the boundaries of the proposed public improvement district; and

WHEREAS, notice of such public hearing was published in the Lubbock Avalanche-Journal, a daily paper of general circulation in the City, such publication date being before the 15th day before the date of the public hearing stating the time and place of the hearing, the general nature of the services, the estimated cost of the services, the proposed boundaries of the proposed Valencia Public Improvement District, the method of assessment, and the apportionment of cost between the improvement district and the city as a whole; and

WHEREAS, written notice containing the information in the published notice was mailed before the 15th day before the date of the hearing to the current addresses of the owners, as reflected on the tax rolls, of property subject to assessment under the proposed public improvement district; and

WHEREAS, such hearing was convened at the time and place mentioned in the published notice, on the 14th day of July, 2011, at 9:30 o'clock a.m., in the Council Chambers of the City of Lubbock, Texas; and

WHEREAS, the City, at such hearing, invited any interest person, or his/her representative, to appear and speak for or against the authorization of the Valencia Public Improvement District, the boundaries of the proposed public improvement district, whether all or a part of the territory which is described in Exhibit "2" attached hereto and depicted on the map attached hereto as Exhibit "3" should be included in such proposed Valencia Public Improvement District, the advisability of the proposed improvements, the nature of the improvements, the estimated costs of the improvements; the method of assessment, and the apportionment of costs between the district and the city as a whole; and

WHEREAS, all owners of property located with the proposed Valencia Public Improvement District and all other taxing units and other interested persons were given a reasonable opportunity at such public hearing to protest the authorization of the Valencia Public Improvement District and/or the inclusion of their property in such District; and

WHEREAS, the proponents of the Valencia Public Improvement District offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the Valencia Public Improvement District, and opponents of the Valencia Public Improvement District were given the opportunity to appear to contest authorization of the district, after which the hearing was closed; **NOW THEREFORE:**

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

SECTION 1: That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2: That the City Council, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

(a) That the public hearing on the advisability of authorizing the Valencia Public Improvement District has been properly called, held and conducted and that notice of such hearing has been published and mailed as required by law and delivered to the current address of the owners of property subject to assessment under the proposed public improvement district.

(b) That authorization of the proposed Valencia Public Improvement District with boundaries as described in Exhibits "2" and "3" for the purpose of maintaining Parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located

therein along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and greens; landscaping, hardscape and irrigation; including costs of establishing, administering and operating the District is advisable and will result in benefits to the City, its residents and property owners in the Valencia Public Improvement District.

(c) That the total estimated cost of services and improvements proposed to be provided by the District is approximately $56,829 over the next five (5) years, and that the estimated annual cost rises from $4,500 in year two to $19,149 in year five (5). Services anticipated are maintenance of 87th Street park and median, electric costs for lights, and operational and administrative costs.

(d) That the costs are based on a proposed assessment rate of $0.11 per $100.00 of valuation through year 2019.

(e) That as to apportionment of cost between the proposed District and the City, all costs for proposed improvements will be paid by the District through assessments.

SECTION 3: That the City hereby authorizes under Sections 372.006, 372.010, and 372.041 of the Act, a public improvement district over the area described in Exhibit 2 attached hereto and depicted in the map attached hereto as Exhibit 3 and such public improvement district shall hereafter be identified as the Valencia Public Improvement District, City of Lubbock, Texas.

SECTION 4: That the City Council shall be the governing board for the Valencia Public Improvement District. The City Council may appoint an Advisory Board for management of the District in the future.

SECTION 5: That the notice of this authorization for the Valencia Public Improvement District shall be published in a newspaper of general circulation in the city.

SECTION 6: That if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

EXHIBIT A

Passed by the City Council on July 14, 2011.

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Andy Burcham
Chief Financial Officer

APPROVED AS TO FORM:

Linda L. Chamales,
Economic Development Attorney

as/cityatt/Linda/Valencia PID Establishment
May 18, 2011

CITY OF LUBBOCK §

COUNTY OF LUBBOCK §

STATE OF TEXAS §

CERTIFICATE OF PUBLIC RECORD

I hereby certify, in the performance of the functions of my office, that one signature on the attached document has been verified and that the same constitutes record owners of taxable real property representing more than fifty percent (50%) of the appraised value of the property (as determined by the current roll of the Appraisal District, January 1, 2011) in the area known as Valencia, as shown on that attached map, AND owners of more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal as required by Section 372.005(b) of the Texas Local Government Code; the one petitioner owns 100% of land; said documents appear of record in my office and that said documents are an official record from the public office of the City Secretary of the City of Lubbock, Lubbock County, State of Texas, and is kept in said office.

I further certify that I am the City Secretary of the City of Lubbock, that I have legal custody of said record, and that I am a lawful possessor and keeper and have legal custody of the records in said office.

In witness whereof I have hereunto set my hand and affixed the official seal of said office this 16th day of May, 2011.

(City Seal)

Rebecca Garza
City Secretary
City of Lubbock
Lubbock County, State of Texas

EXHIBIT A

Exhibit "I"

May 5, 2011

To: Becky Garza, City Secretary
Cheryl Brock, Senior Financial Analyst
Rob Allison, Assistant City Manager

From: Sally Still Abbe, GIS Manager

Re: Valencia Petition

Recently, the City Of Lubbock received a petition dated April 8, 2011 from Drew Wegman, Vice-President of Real Property Resources, Inc., requesting that the City of Lubbock establish a Public Improvement District (PID) for the proposed Valencia development shown on the attached map. PID establishment can only be initiated by a petition of property owners who meet two tests outlined in the state statute. There is only one owner of land within the PID boundary, and the vice-president of this company signed the petition.

The first test is that the petition is sufficient if signed by the owners of taxable real property representing more than 50% of the appraised value of the taxable real property liable for assessment by the current roll of the appraisal district (January 1, 2011). Since the petitioners own 100% of the property within the boundary, the petition easily passes the value test.

The second test is that the petition must be signed by the record owners of property that constitute more than 50% of the number of record owners or the record owners of more than 50% of the area within the PID. There is only one owner in the PID, who signed the petition. Real Property Resources, Inc. owns 100% of the land, so the petition passes both tests even though it is required to pass only one.

The notarized signature on the Valencia petition was validated by a visual review.

Exhibit "1"

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO FINANCE IMPROVEMENTS TO VALENCIA

THE STATE OF TEXAS §
§
CITY OF LUBBOCK §

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF LUBBOCK:

The undersigned petitioners (the "Petitioners"), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), request that the City of Lubbock create a public improvement district (the "District") in the territory described in Exhibit A attached hereto (the "Land") within the City of Lubbock, Texas (the "City"), and in support of this petition the Petitioners would present the following:

Section 1. Standing of Petitioners. In compliance with the requirements of Texas Local Government Code, Section 372.005(b), as determined by the current roll of the Lubbock Central Appraisal District, the Petitioners constitute: (i) the owners of taxable real property representing more than 50% of the appraised value of real property liable for assessment under the proposal described herein, and (ii) the record owners of taxable real property that constitutes more than 50% of the area of all taxable real property that is liable for assessment under such proposal.

Section 2. General nature of the proposed maintenance of the public improvements. The general nature of the proposed public improvements is: (i) maintenance of Parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, fences, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and greens; landscaping, hardscape and irrigation; and (ii) costs of establishing, administering and operating the District. The improvements associated with the Public Improvement District are a benefit to the affected property and to the City of Lubbock because they visually enhance the area as well as provide a common area for residents to enjoy increasing the overall quality of life in the affected area.

Section 3. Estimated cost of the maintenance of the proposed public improvements: Annual maintenance costs - $18,000.

Section 4. Boundaries. The proposed boundaries of the District are described in Exhibit A.

Section 5. Method of assessment. An assessment methodology has been prepared that will address (i) how the costs of the public improvements paid for with the assessments are assessed against the property in the District, (ii) the assessments to be collected each year, and (iii) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District). Additionally, a report will be prepared showing the special benefits accruing to property in the District and how the costs of the public improvements are assessed to

property on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited.

In assessing the maintenance of the public improvements, property will be classified based on the net taxable value of the property.

The assessment methodology will result in each parcel paying its fair share of the costs of maintaining the public improvements based on the special benefits received by the property from the public improvements and property equally situated paying equal shares of the costs of the public improvements.

The annual budget is subject to review by City of Lubbock staff and final approval by the City Council. The annual assessments may be adjusted as a result of the City of Lubbock staff review and City Council approval.

Section 6. Apportionment of Cost between the City and the District. The City will not be obligated to provide any funds to finance the proposed public improvements or maintain the public improvements. All of the costs of the proposed public improvements will be paid by assessments of the property within the District and from other sources of funds, if any, available to the developer of the Land.

Section 7. Management of the District. The City will manage the District, or, to the extent allowed by law, the City may contract with either a non-profit, or a for-profit organization to carry out all or a part of the responsibilities of managing the District, including the day-to-day management and administration of the District.

Section 8. Advisory board. An advisory board may be established to develop and recommend an improvement plan to the City Council of the City (the "City Council").

The signers of this petition request the establishment of the District and this petition will be filed with the City Secretary in support of the creation of the District by the City Council as herein provided.

[Signature on following page]

EXHIBIT A

Exhibit "1"

PETITIONERS:

Real Property Resources, Inc.

Drew Wegman, Vice-President of Real Property Resources, Inc.

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

On this, the 8th day of April, 2011, before me, the undersigned Notary Public, personally appeared Drew Wegman who acknowledged that he is Vice-President of Real Property Resources, Inc., and that he, in such capacity, being duly authorized so to do, executed the foregoing petition for the purposes therein contained by signing his name in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

JENNE M. BICKETT
Notary Public, State of Texas
My Commission Expires 10-13-2013

Notary Public Signature

Signature Page for Petition

EXHIBIT A

Exhibit "1"

EXHIBIT A

The Land

METES AND BOUNDS DESCRIPTION:

A 39.941 ACRE TRACT OF LAND SITUATED IN THAT CERTAIN 199.832 ACRE TRACT OF LAND RECORDED IN VOLUME 6937, PAGE 174 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY, INCLUDING LOT 4B OF SPECTRA LUBBOCK SOUTHWEST, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT AND DEDICATION NO. 2006044435 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, AND LOCATED IN SECTION 28, BLOCK AK, LUBBOCK COUNTY, TEXAS, SAID 39.941 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET IN THE EAST LINE OF LOT 4A, SPECTRA LUBBOCK SOUTHWEST, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT AND DEDICATION NO. 2006044435 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, AND S. 01° 49' 05" W. A DISTANCE OF 175.00 FEET FROM THE SOUTHWEST CORNER OF TRACT A-1, A REPLAT OF TRACT A, MONTEREY CHURCH OF CHRIST ADDITION, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10299, PAGE 264 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE NORTHWEST CORNER OF THIS TRACT, HAVING COORDINATES OF NORTHING: 7,252,079.842 AND EASTING: 916,426.179, TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD 83 (CORS 96), WHENCE THE NORTHWEST CORNER OF SECTION 28 BEARS N. 01° 49' 05" E. A DISTANCE OF 1001.91 FEET, N. 01° 54' 20" E. A DISTANCE OF 55.00 FEET AND N. 88° 05' 40" W. A DISTANCE OF 1360.47 FEET, PER CALLED DISTANCES IN SAID PLAT OF TRACT A-1 AND IN PREVIOUS WARRANTY DEEDS RECORDED IN VOLUME 6937, PAGES 174 AND 178 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY;

THENCE S. 88° 11' 01" E., PARALLEL WITH THE SOUTH LINE OF SAID TRACT A-1 (PREVIOUS RECORD CALL: EAST), AT A DISTANCE OF 1250.20 FEET PASS A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET IN REFERENCE, CONTINUING FOR A TOTAL DISTANCE OF 1282.20 FEET TO A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET IN THE EAST LINE OF SAID 199.832 ACRE TRACT FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S. 01° 45' 05" W., ALONG THE EAST LINE OF SAID 199.832 ACRE TRACT (PREVIOUS RECORD CALL: S. 00° 02' 50" E.) AND THE CENTERLINE OF IOLA AVENUE AS DEDICATED BY THE PLATS OF REGAL PARK, ACCORDING TO THE MAPS OR PLATS THEREOF RECORDED IN VOLUME 8405, PAGE 286 AND VOLUME 10114, PAGE 58 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, A DISTANCE OF 992.97 FEET TO A PK NAIL AND WASHER FOUND AT THE NORTHEAST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO LUBBOCK LAND INVESTMENTS I, LP RECORDED IN VOLUME 10469, PAGE 124 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE N. 88° 10' 05" W., ALONG THE NORTH LINE OF SAID LUBBOCK LAND INVESTMENTS I, LP TRACT, AT A DISTANCE OF 32.00 FEET PASS A 1/2" IRON ROD WITH CAP MARKED "H. REED & ASSOCS" FOUND, CONTINUING FOR A TOTAL DISTANCE OF 1118.38 FEET (PREVIOUS RECORD CALL: N. 88° 09' 50" W., 1118.38 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "H. REED & ASSOCS" FOUND FOR A CORNER OF THIS TRACT;

THENCE N. 01° 48' 45" E., ALONG A PORTION OF THE NORTH LINE OF SAID LUBBOCK LAND INVESTMENTS I, LP TRACT, A DISTANCE OF 146.21 FEET (PREVIOUS RECORD CALL: N. 01° 48' 13" E., 146.21 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "H. REED & ASSOCS" FOUND FOR A CORNER OF THIS TRACT;

THENCE N. 88° 09' 49" W., ALONG THE NORTH LINE OF SAID LUBBOCK LAND INVESTMENTS I, LP TRACT, A DISTANCE OF 1468.08 FEET (PREVIOUS RECORD CALL: N. 88° 10' 43" W., 1467.86 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET IN THE EAST RIGHT-OF-WAY LINE OF MILWAUKEE AVENUE, AS DESCRIBED IN DEED RECORDED IN VOLUME 9735, PAGE 349 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N. 01° 43' 17" E., ALONG THE EAST RIGHT-OF-WAY LINE OF MILWAUKEE AVENUE (PREVIOUS RECORD CALL: N. 01° 43' 58" E.), A DISTANCE OF 292.00 FEET TO A 5/8" IRON ROD FOUND AT THE SOUTHWEST CORNER OF TRACT A, WALMART SUPERCENTER, AN ADDITION TO THE CITY OF LUBBOCK, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT AND DEDICATION NO. 2006024909 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE MOST WESTERLY NORTHWEST CORNER OF THIS TRACT;

Exhibit "1"

THENCE S. 88° 09' 54" E., ALONG THE SOUTH LINE OF SAID TRACT A, A DISTANCE OF 915.02 FEET (PREVIOUS RECORD CALL: S. 88° 10' 10" E., 914.93 FEET) TO A 5/8" IRON ROD WITH CAP MARKED "DUNAWAY ASSOC, INC" FOUND AT THE SOUTHEAST CORNER OF SAID TRACT A AND THE SOUTHWEST CORNER OF LOT 4B OF SAID SPECTRA LUBBOCK SOUTHWEST, FOR A CORNER OF THIS TRACT;

THENCE N. 01° 49' 50" E., ALONG THE COMMON LINE OF SAID TRACT A AND LOT 4B, A DISTANCE OF 282.59 FEET (PREVIOUS RECORD CALL: N. 01° 49' 50" E., 282.78 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET AT THE WEST COMMON CORNER OF SAID LOTS 4A AND 4B FOR A CORNER OF THIS TRACT;

THENCE S. 88° 10' 10" E., ALONG THE COMMON LINE OF SAID LOTS 4A AND 4B, A DISTANCE OF 388.52 FEET (PREVIOUS RECORD CALL: S. 88° 10' 10" E., 388.47 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET AT THE EAST COMMON CORNER OF SAID LOTS 4A AND 4B FOR A CORNER OF THIS TRACT;

THENCE N. 01° 49' 05" E., ALONG THE EAST LINE OF SAID LOT 4A (PREVIOUS RECORD CALL: N. 01° 49' 14" E.), A DISTANCE OF 271.71 FEET TO THE POINT OF BEGINNING.

EXHIBIT A

Exhibit "1"

BETENBOUGH HOMES

April 8, 2011

Cheryl Brock
City of Lubbock, TX
1625 13th Street
Lubbock, TX 79457

Re: Valencia, Public Improvement District

Dear Honorable Mayor and City Council;

Valencia is a residential development within the city limits of the City of Lubbock bound on the west by Milwaukee Avenue, the east by Iola Avenue, the north by Monterey Church of Christ, and the south by The Trails at Regal Park. We are proposing to create a Public Improvement District "PID" to maintain the public improvements for Valencia.

In order to comply with the "Public Improvement District Policies and Guidelines", we are providing information as required in Section III. "Guidelines", b. "Petition Requirements". We are providing information regarding items 5-16, as follow:

5. If the there is sufficient support to petition to dissolve the Public Improvement District certain requirements in addition to sufficient support must be met in order to dissolve the PID. Those requirements include arrangements to transfer ownership and maintenance of the City owned and PID maintained property. These arrangements are to be made by the Advisory Board and with funds available to the Advisory Board.

6. Map of the area is attached to this email to be added to the petition.

7. In regards to the procedure for the nomination of the PID Advisory Board, the process shall be consistent with the bylaws for Public Improvement Districts for the City of Lubbock.

8. Addressed in Section 2 of the petition.

9. City owned land in the distinct will be "Tract A & Tract B, Valencia, an addition to the City of Lubbock".

10. General description of proposed improvements in Section 2 of the petition.

11. The estimated total cost of the improvements is $200,000.00 and will be paid by developer with no desire for any reimbursement. The estimated cost of the maintenance is $18,000 per year and is to be paid for by the PID as soon as the funds are available.

12. Budget is attached in the service plan.

EXHIBIT A

Exhibit "1"

BETENBOUGH HOMES

13. Method of assessment will be base on the net taxable value of the affected properties and will be assessed at $.11 per $100.00 valuation.

14. Documentation of liability insurance will be attached to this letter

15. Addressed in Section 6 of the petition

16. Addressed in Section 5 of the petition

Hopefully this will provide all of the information requested to continue with the creation of the PID. Please let me know if you have any questions or require any additional information.

Drew Wegman
Community Development
Betenbough Homes

EXHIBIT A

Exhibit "I"

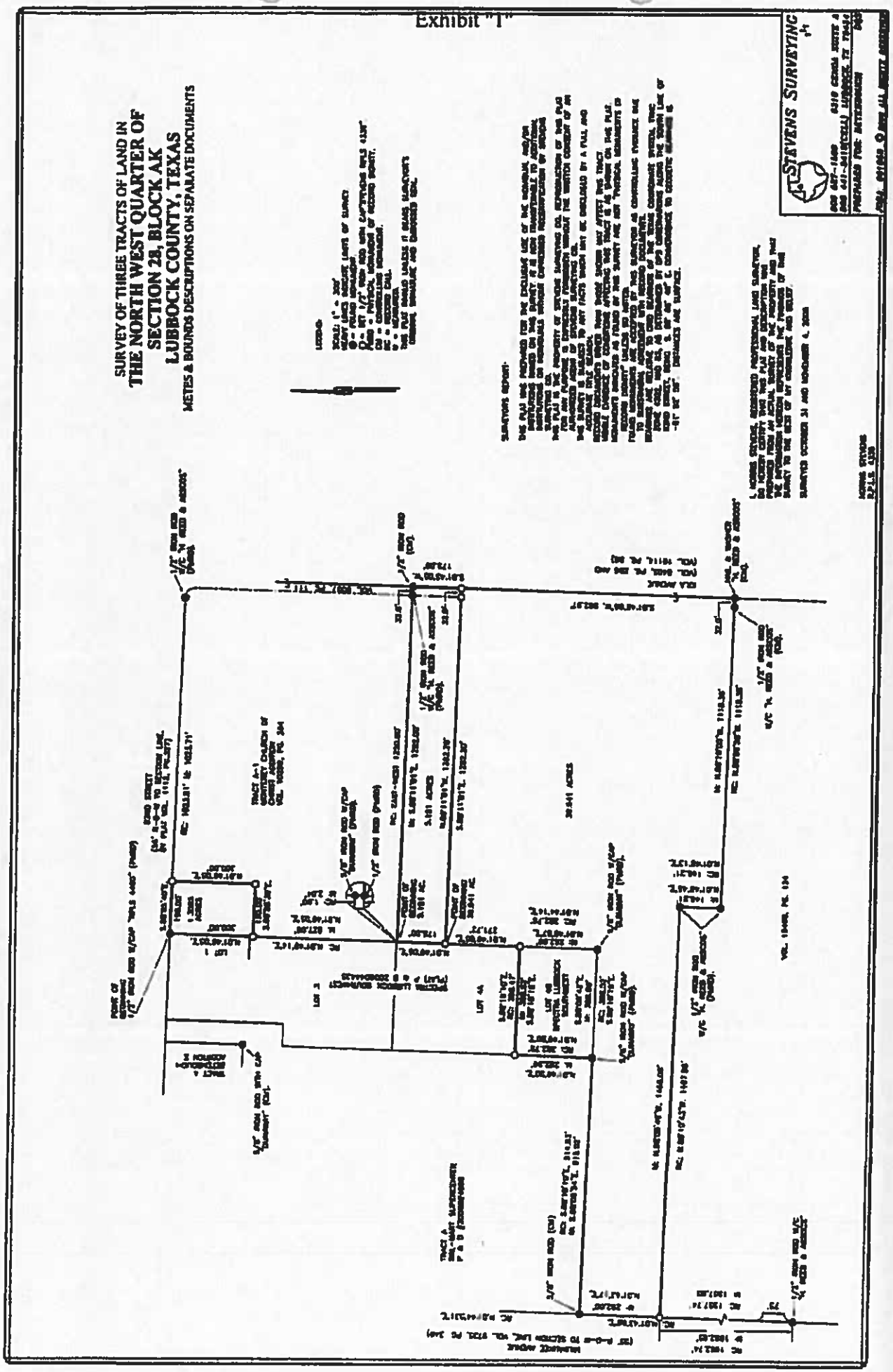


Exhibit "1"

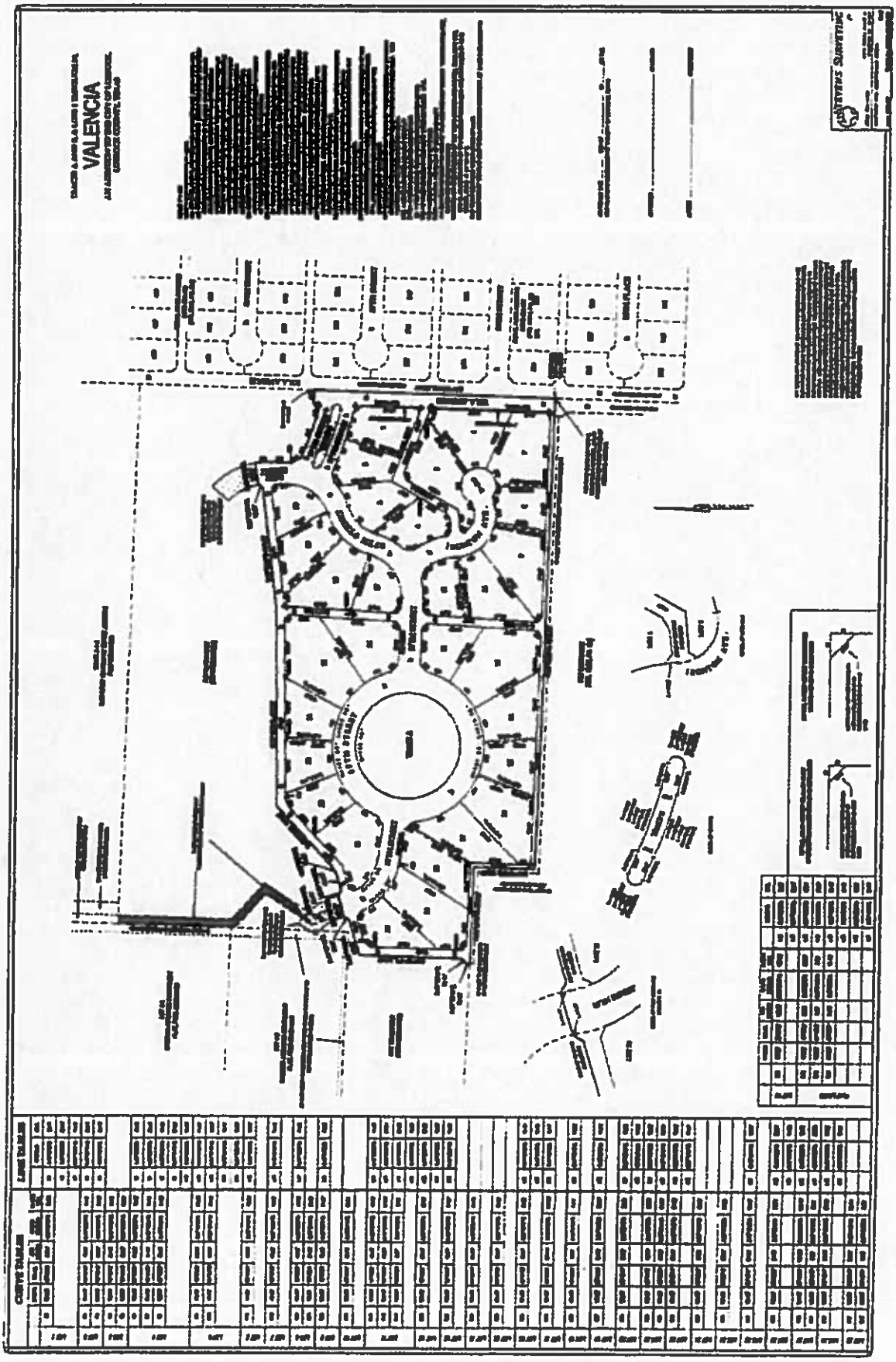


Exhibit "2"

The Land

METES AND BOUNDS DESCRIPTION:

A 39.941 ACRE TRACT OF LAND SITUATED IN THAT CERTAIN 199.832 ACRE TRACT OF LAND RECORDED IN VOLUME 6937, PAGE 174 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY, INCLUDING LOT 4B OF SPECTRA LUBBOCK SOUTHWEST, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT AND DEDICATION NO. 2006044435 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, AND LOCATED IN SECTION 28, BLOCK AK, LUBBOCK COUNTY, TEXAS, SAID 39.941 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET IN THE EAST LINE OF LOT 4A, SPECTRA LUBBOCK SOUTHWEST, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT AND DEDICATION NO. 2006044435 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, AND S. 01° 49' 05" W. A DISTANCE OF 175.00 FEET FROM THE SOUTHWEST CORNER OF TRACT A-1, A REPLAT OF TRACT A, MONTEREY CHURCH OF CHRIST ADDITION, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10299, PAGE 264 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE NORTHWEST CORNER OF THIS TRACT, HAVING COORDINATES OF NORTHING: 7,252,079.842 AND EASTING: 916,426.179, TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD 83 (CORS 96), WHENCE THE NORTHWEST CORNER OF SECTION 28 BEARS N. 01° 49' 05" E. A DISTANCE OF 1001.91 FEET, N. 01° 54' 20" E. A DISTANCE OF 55.00 FEET AND N. 88° 05' 40" W. A DISTANCE OF 1360.47 FEET, PER CALLED DISTANCES IN SAID PLAT OF TRACT A-1 AND IN PREVIOUS WARRANTY DEEDS RECORDED IN VOLUME 6937, PAGES 174 AND 178 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY;

THENCE S. 88° 11' 01" E., PARALLEL WITH THE SOUTH LINE OF SAID TRACT A-1 (PREVIOUS RECORD CALL: EAST), AT A DISTANCE OF 1250.20 FEET PASS A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET IN REFERENCE, CONTINUING FOR A TOTAL DISTANCE OF 1282.20 FEET TO A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET IN THE EAST LINE OF SAID 199.832 ACRE TRACT FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S. 01° 45' 05" W., ALONG THE EAST LINE OF SAID 199.832 ACRE TRACT (PREVIOUS RECORD CALL: S. 00° 02' 50" E.) AND THE CENTERLINE OF IOLA AVENUE AS DEDICATED BY THE PLATS OF REGAL PARK, ACCORDING TO THE MAPS OR PLATS THEREOF RECORDED IN VOLUME 8405, PAGE 286 AND VOLUME 10114, PAGE 58 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, A DISTANCE OF 992.97 FEET TO A PK NAIL AND WASHER FOUND AT THE NORTHEAST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO LUBBOCK LAND INVESTMENTS I, LP RECORDED IN VOLUME 10469, PAGE 124 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE N. 88° 10' 05" W., ALONG THE NORTH LINE OF SAID LUBBOCK LAND INVESTMENTS I, LP TRACT, AT A DISTANCE OF 32.00 FEET PASS A 1/2" IRON ROD WITH CAP MARKED "H. REED & ASSOCS" FOUND, CONTINUING FOR A TOTAL DISTANCE OF 1118.38 FEET (PREVIOUS RECORD CALL: N. 88° 09' 50" W., 1118.38 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "H. REED & ASSOCS" FOUND FOR A CORNER OF THIS TRACT;

THENCE N. 01° 48' 45" E., ALONG A PORTION OF THE NORTH LINE OF SAID LUBBOCK LAND INVESTMENTS I, LP TRACT, A DISTANCE OF 146.21 FEET (PREVIOUS RECORD CALL: N. 01° 48' 13" E., 146.21 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "H. REED & ASSOCS" FOUND FOR A CORNER OF THIS TRACT;

THENCE N. 88° 09' 49" W., ALONG THE NORTH LINE OF SAID LUBBOCK LAND INVESTMENTS I, LP TRACT, A DISTANCE OF 1468.08 FEET (PREVIOUS RECORD CALL: N. 88° 10' 43" W., 1467.86 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET IN THE EAST RIGHT-OF-WAY LINE OF MILWAUKEE AVENUE, AS DESCRIBED IN DEED RECORDED IN VOLUME 9735, PAGE 349 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N. 01° 43' 17" E., ALONG THE EAST RIGHT-OF-WAY LINE OF MILWAUKEE AVENUE (PREVIOUS RECORD CALL: N. 01° 43' 58" E.), A DISTANCE OF 292.00 FEET TO A 5/8" IRON ROD FOUND AT THE SOUTHWEST CORNER OF TRACT A, WALMART SUPERCENTER, AN ADDITION TO THE CITY OF LUBBOCK, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT AND DEDICATION NO. 2006024909 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE MOST WESTERLY NORTHWEST CORNER OF THIS TRACT;

THENCE S. 88° 09' 54" E., ALONG THE SOUTH LINE OF SAID TRACT A, A DISTANCE OF 915.02 FEET (PREVIOUS RECORD CALL: S. 88° 10' 10" E., 914.93 FEET) TO A 5/8" IRON ROD WITH CAP MARKED "DUNAWAY ASSOC, INC" FOUND AT THE SOUTHEAST CORNER OF SAID TRACT A AND THE SOUTHWEST CORNER OF LOT 4B OF SAID SPECTRA LUBBOCK SOUTHWEST, FOR A CORNER OF THIS TRACT;

THENCE N. 01° 49' 50" E., ALONG THE COMMON LINE OF SAID TRACT A AND LOT 4B, A DISTANCE OF 282.59 FEET (PREVIOUS RECORD CALL: N. 01° 49' 50" E., 282.78 FEET) TO A 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339" SET AT THE WEST COMMON CORNER OF SAID LOTS 4A AND 4B FOR A CORNER OF THIS TRACT;

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THENCE N. 01° 49' 05" E., ALONG THE EAST LINE OF SAID LOT 4A (PREVIOUS RECORD CALL: N. 01° 49' 14" E.), A DISTANCE OF 271.71 FEET TO THE POINT OF BEGINNING.

EXHIBIT A

Resolution No. 2011-R0310

EXHIBIT "3"

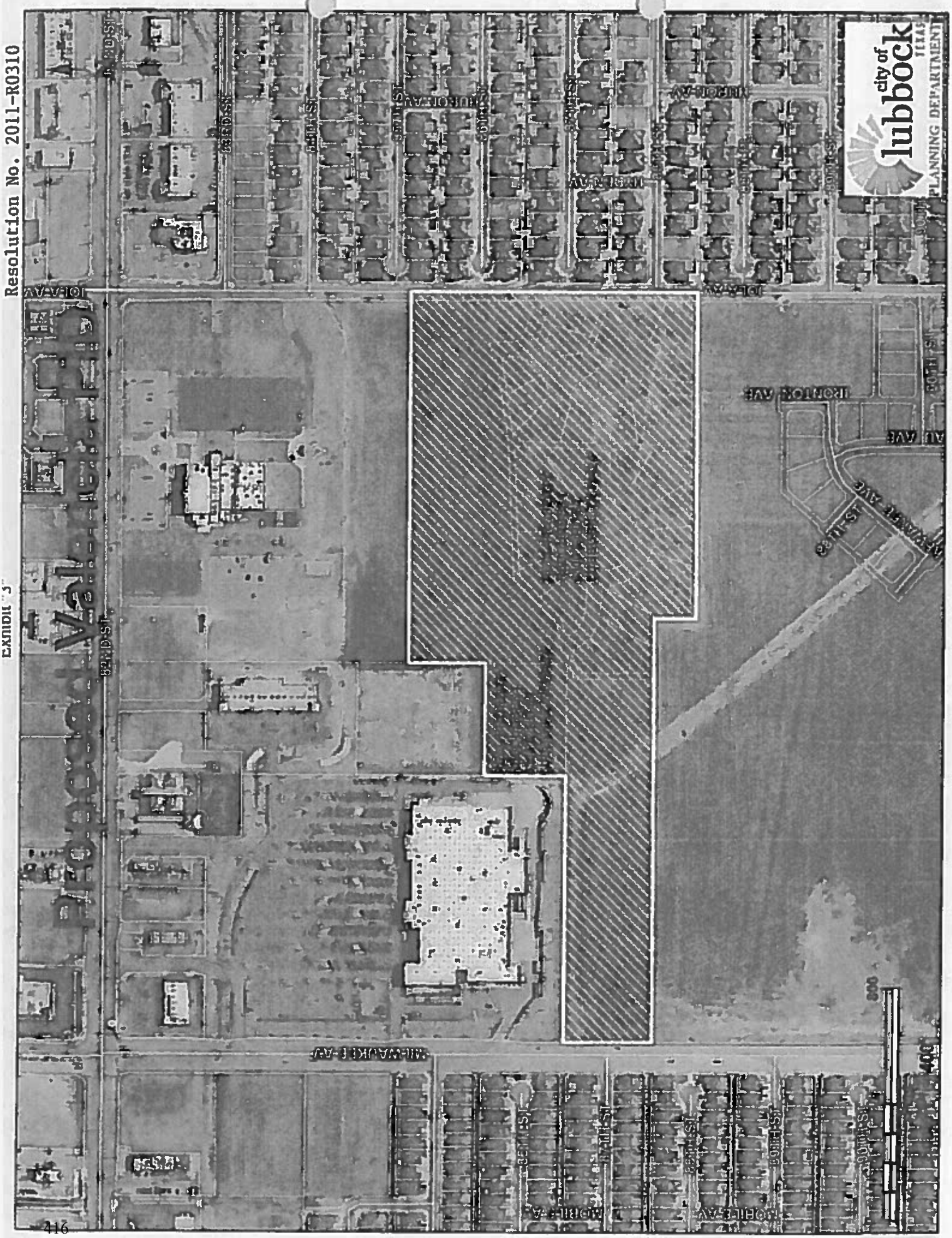


Exhibit B

VALENCIA PUBLIC IMPROVEMENT DISTRICT

CITY OF LUBBOCK, TEXAS

SERVICE AND ASSESSMENT PLAN

August 13, 2015

Exhibit B

City of Lubbock, Texas
Finance Department
Valencia Public Improvement District
Service and Assessment Plan
June 2, 2015

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Section I	Plan Description and Defined Terms
Section II	Property included in the PID
Section III	Improvement Project
Section IV	Sources and Uses of Funds
Section V	Assessment Plan
Section VI	Terms of the Assessments

List of Exhibits

Exhibit A	The PID Map
Exhibit B	Maintenance and Services
Exhibit C	Assessment Roll

Exhibit B

City of Lubbock, Texas
Finance Department
Valencia Public Improvement District
Service and Assessment Plan
June 2, 2015

Section I
Plan Description and Defined Terms

A. Introduction

Chapter 372 of the Texas Local Government Code, Improvement Districts in Municipalities and Counties" (as amended, the "PID Act"), governs the creation of public improvement districts within the State of Texas. The City of Lubbock created the Valencia Public Improvement District (the "PID") to maintain the public improvements associated with the Valencia planned development and for the benefit of certain property in the PID, all of which is located within the City. (Capitalized terms used herein shall have the meanings ascribed to them in Section I.B of this Service and Assessment Plan.)

This Service and Assessment Plan has been prepared pursuant to Sections 372.013, 372.014, 372.015 and 372.016 of the PID Act. According to Section 372.013 of the PID Act, a service plan "must cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for improvements." The service plan is included in Section IV of this Service and Assessment Plan.

Section 372.014 of the PID Act states that "an assessment plan must be included in the annual service plan." The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act states that "the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district." The method of assessing the Costs of the improvements to the property in the PID is included in Sections V and VI of this Service and Assessment Plan.

Section 372.016 of the PID Act states that "after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter." The Assessment Roll for the PID is included as ***Exhibit C*** of this Service and Assessment Plan. The Assessments as shown on the Assessment Roll are based on the method of assessment described in Section V of this Service and Assessment Plan.

The City Council shall make all determinations necessary herein.

The City Council intends for the obligations, covenants and burdens on the owner of the Assessed Property, including without limitation such owner's obligations related to the payment of the Assessments, to constitute a covenant running with the land. The Assessments levied hereby shall be binding upon the owners of Assessed Property, and their respective transferees,

legal representatives, heirs, devisees, successors and assigns. The Assessments shall have lien priority as specified in the PID Act.

This Service and Assessment Plan provides for maintenance of improvements benefiting the entire area of the Valencia PID

B. Definitions

The terms used herein shall have the following meanings.

"Annual Service Plan Amendment" has the meaning set forth in the first paragraph of Section IV of this Service and Assessment Plan.

"Assessed Property" means, for any year, parcels within the PID.

"Assessment" means, with respect to each Parcel, the assessment imposed against such Parcel pursuant to the Assessment Ordinance and the provisions therein, as shown on the Assessment Roll, subject to reallocation among Parcels and reduction according to the provisions herein and the PID Act.

"Assessment Ordinance" means the Assessment Ordinance approved by the City Council approving and adopting this Service and Assessment Plan.

"Assessment Roll" means the document included in this Service and Assessment Plan as ***Exhibit C***, as updated, modified, or amended annually in accordance with the procedures set forth herein and in the PID Act.

"City" means City of Lubbock, Texas.

"City Council" means the duly elected governing body of the City.

"Costs" mean the actual or budgeted costs, as applicable, of all or any portion of the maintenance of the public improvements, operation, and other supplemental services, as described in ***Exhibit B*** of this Service and Assessment Plan.

"Developer" means Betenbough Homes, Inc.

"Improvement Project" means the maintenance of the public improvements that will provide a special benefit to the property in the PID and described in ***Exhibit B*** of this Service and Assessment Plan and Section 372.003 of the PID Act.

"Parcel" means a parcel identifed by either a tax map identification number assigned by the Lubbock County Appraisal District for real property tax purposes or by lot and block number in

a final subdivision plat recorded in the real property records of Lubbock County, Texas or identified by any other reasonable means determined by the City Council.

"PID" has the meaning set forth in the second paragraph of Section I.A of this Service and Assessment Plan.

"PID Act" means Texas Local Government Code Chapter 372, Improvement Districts in Municipalities and Counties, Subchapter A, Public Improvement Districts, as amended.

"PID Map" means the map included as ***Exhibit A*** to the Service and Assessment Plan identifying the property included in the PID.

"Service and Assessment Plan" means this Service and Assessment Plan prepared for the PID pursuant to Section 372.013, 372,014, 372.015, and 372.016 of the PID Act.

Section II
Property Included in the PID

The PID is located in the City of Lubbock, Texas. A map of the property included in the PID is shown on Exhibit A to this Service and Assessment Plan.

The 39.9 acre development is expected to consist of approximately 80 residential units, parks and associated rights of way, landscaping, and infrastructure.

An explanation of the method of assessing property is included in Section V.

Section III
Description of the Improvement Project

The general nature of the proposed public improvements is: (i) maintenance of Parks and green spaces together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and green spaces; landscaping, hardscape and irrigation; and (ii) costs of establishing, administering and operating the District. The District is to supplement and enhance services within the District, but not replace or supplant existing City services provided within the District.

The public improvements will be constructed by the Developer with no reimbursement from the PID. After analyzing the maintenance, operation, and other supplemental services related to the Public Improvements, the City has determined that the maintenance of the public improvements authorized by the PID Act, shown in Exhibit B, should be performed by the City and has further

determined that these maintenance activities will be of special benefit to all the Assessed Property within the PID.

A. Maintenance of Public Improvements

The total estimated cost of services provided by the District is approximately $30,503 over the next five years. The estimated annual cost rises from $5,861 in FY 2015-16 to $6,345 in FY 2019-20. The District shall not incur bonded indebtedness. The costs are based on a proposed assessment rate of $0.11 per $100.00 of valuation through year 2019. The budget for the maintenance, operation, and other supplemental services will be determined annually by the City and will be included in a Service Plan Amendment along with amendments to the Assessment Roll reflecting assessments (the "Maintenance Assessment") based on such budget for maintenance, operation and necessary supplemental services.

Section IV
Sources and Uses of Funds

Section 372.013 of the PID Act requires this Service and Assessment Plan to "cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for maintenance." Such annual update to this Service and Assessment Plan is herein referred to as the "Annual Service Plan Amendment." The Valencia PID will have no indebtedness and the PID assessments will fund the maintenance of the public improvements, operation, and other supplemental services. The table below shows estimated sources and uses of funds including the projected cost of maintaining the public improvements.

Calendar Year^	2014	2015	2016	2017	2018	2019	Totals
Property Values*	7,016,364	10,726,853	14,141,390	14,424,218	14,712,702	15,006,956	$ 15,006,956
Discounted Property Values @ 90%*	7,016,364	9,654,168	12,727,251	12,981,796	13,241,432	13,506,261	13,506,261
Fiscal Year Revenues	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**2018-19**	**2019-20**	**Totals**
Interest Earnings	-	-	48	90	133	177	449
Assessment @ $0.11	7,718	10,620	14,000	14,280	14,566	14,857	86,421
Total	**7,718**	**10,620**	**14,048**	**14,370**	**14,699**	**15,034**	**$ 86,870**
Expense							
87th Street Park "Tract A" 1.13 Acres							
Maintenance of Park	-	-	-	-	-	-	-
87th Street Median "Tract B" .07 Acres							
Maintenance of Median	2,000	-	-	-	-	-	2,000
Electric Costs	1,000	-	-	-	-	-	1,000
Administrative Costs	100	2,092	2,134	2,177	2,220	2,264	11,026
Annual Operation Cost (LCAD Collection Cost and Cost of setting assessments each year)	4,085	3,400	3,468	3,537	3,608	3,680	28,260
Total	**7,185**	**5,492**	**5,602**	**5,714**	**5,828**	**5,945**	**$ 42,287**
Cash Reserve	**4,394**	**9,522**	**17,967**	**26,623**	**35,494**	**44,584**	**$ 44,584**

The sources and uses of funds table is subject to revision each year.

Section V
Assessment Plan

The PID was created and the assessment is being levied pursuant to Section 372.015 of the PID Act, "Determination of Assessment."

A. Allocation of assessment
- Properties will be assessed based on the City's 2015 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
- Assessment will be $0.11 per $100 valuation
- All property will be assessed based on the final 2015 "net taxable value".

Section VI
Terms of the Assessments

The annual assessment for each parcel within the PID shall be shown on the assessment roll. The amount of the assessment could change each year when the Service and Assessment Plan are adopted due to increased value on a parcel or the estimated cost of maintaining the public improvements, repair or replacement costs, and operational or administrative costs.

Exhibit B

EXHIBIT A

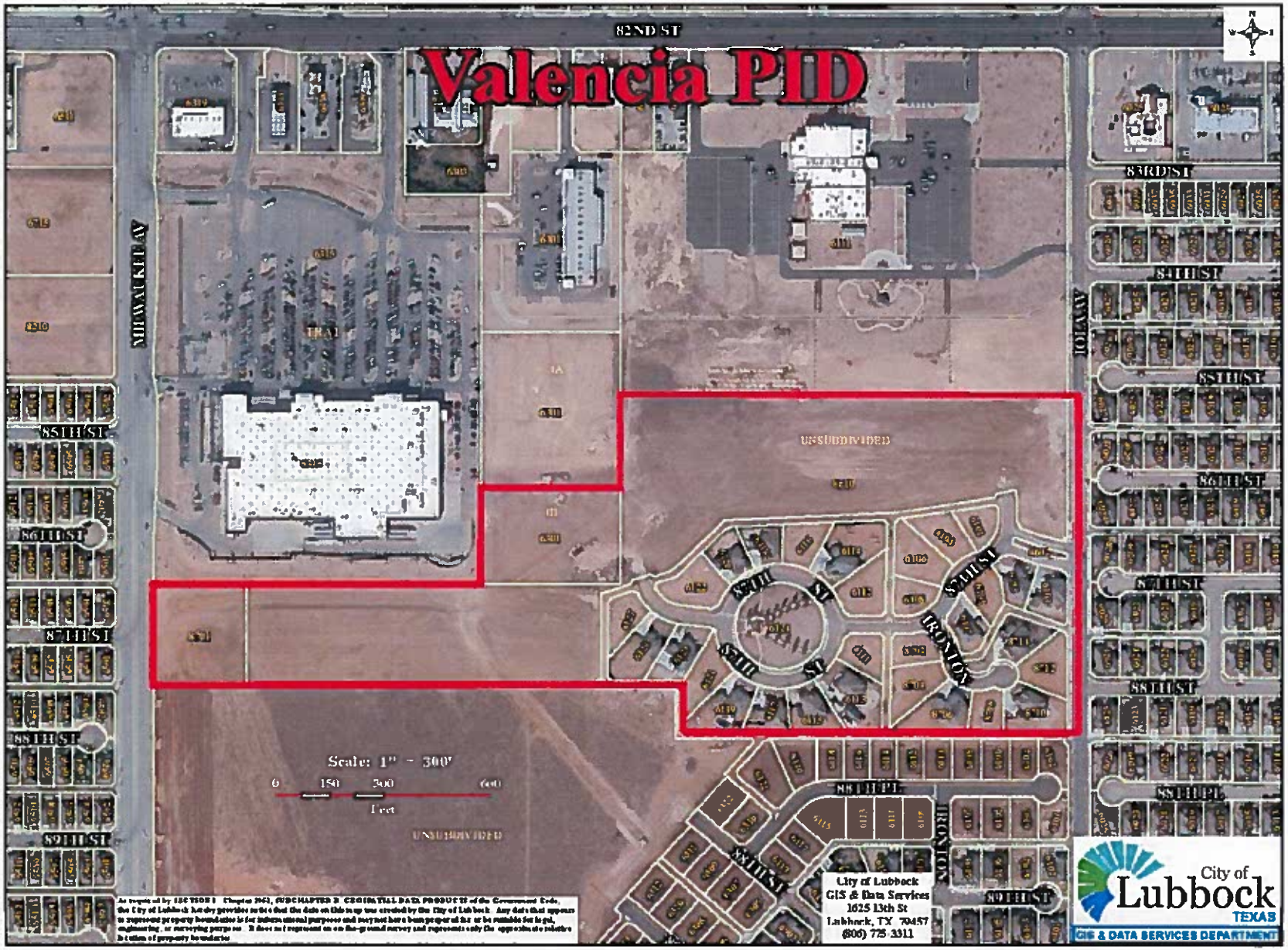


Exhibit B

City of Lubbock, TX
Finance Department
Valencia PID
2015 Service Plan
Exhibit B

	Actual		Proposed						
Calendar Year^	**2012**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**	**Totals**
Property Values*	$ 3,562,957	5,874,545	7,016,364	10,726,853	14,141,390	14,424,218	14,712,702	15,006,956	$ 15,006,956
Discounted Property Values @ 90%	3,562,957	5,874,545	7,016,364	9,654,168	12,727,251	12,981,796	13,241,432	13,506,261	13,506,261
Fiscal Year Revenues	**2012-13**	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**2018-19**	**2019-20**	**Totals**
Interest Earnings	1	-	-	-	48	90	133	177	449
Assessment @ $0.11	3,919	6,462	7,718	10,620	14,000	14,280	14,566	14,857	86,421
Total	**$ 3,920**	**6,462**	**7,718**	**10,620**	**14,048**	**14,370**	**14,699**	**15,034**	**$ 86,870**
Expense									
87th Street Park "Tract A" 1.13 Acres									
Maintenance of Park	-	-	-	-	-	-	-	-	-
87th Street Median "Tract B" .07 Acres									
Maintenance of Median	-	-	2,000	-	-	-	-	-	2,000
Electric Costs	-	-	1,000	-	-	-	-	-	1,000
Administrative Costs	-	40	100	2,092	2,134	2,177	2,220	2,264	11,026
Annual Operation Cost (LCAD Collection Cost and Cost of setting assessments each year)	3,213	3,268	4,085	3,400	3,468	3,537	3,608	3,680	28,260
Total	**$ 3,213**	**3,308**	**7,185**	**5,492**	**5,602**	**5,714**	**5,828**	**5,945**	**$ 42,287**
Cash Reserve	**$ 707**	**3,861**	**4,394**	**9,522**	**17,967**	**26,623**	**35,494**	**44,584**	**$ 44,584**

* Property Value growth rate = 2% annually

^ Year that the construction value goes on the tax roll

Assessment Information

2010-2019

Assessment per $100,000 **$ 110.00**

87th Street Park "Tract A"

Maintenance of Park** — Shall include weekly lawn care, weekly cleaning, fertilizer, preemergent, tree trimming, replacement of plants, upkeep of structures, maintenance of irrigation system and ground cover.

87th Street Median "Tract B"

Maintenance of Median** — Shall include weekly lawn care, weekly cleaning, fertilizer, preemergent, tree trimming, replacement of plants, upkeep of structures, maintenance of irrigation system and ground cover.

City of Lubbock, TX
Finance Department
Valencia Public Improvement District Assessment Roll
As of January 1, 2015
Exhibit C

Property ID	Owner Name	Mailing Address	Exemptions	Property Address	Legal Description	2015 Market Value	2015 Taxable Value	2015 Estimated Assessment*
R319347	ANDERSON L E & DIANA P	8714 IRONTON AVE LUBBOCK, TX 79424	HS,OA	8714 IRONTON AVE, LUBBOCK, TX 79424	VALENCIA L 5	$ 386,990	370,290	407
R319357	BABB FRANKLYN C & JANET R	6119 87TH ST LUBBOCK, TX 79424	HS	6119 87TH ST, LUBBOCK, TX 79424	VALENCIA L 16	402,044	402,044	442
R319354	BRASELTON JEFF & DEBRA A	6113 87TH ST LUBBOCK, TX 79424		6113 87TH ST, LUBBOCK, TX 79424	VALENCIA L 13	453,272	453,272	499
R319367	CONSER RUSSELL H & ELISABETH	6112 87TH ST LUBBOCK, TX 79424	HS	6112 87TH ST, LUBBOCK, TX 79424	VALENCIA L 26	375,149	375,149	413
R319364	EVANS, SONIA C	6118 87TH ST LUBBOCK, TX 79424	HS,OA	6118 87TH ST, LUBBOCK, TX 79424	VALENCIA L 23	353,730	335,533	369
R319353	GORMAN DUSTY & JAY	8702 IRONTON AVE LUBBOCK, TX 79424	HS	8702 IRONTON AVE, LUBBOCK, TX 79424	VALENCIA L 11	427,188	427,188	470
P324629	GORMAN, DUSTY	8702 IRONTON AVE LUBBOCK, TX 79424		8702 IRONTON AVE, LUBBOCK, TX 79424	FFM & E	500	500	1
R323451	HATCHETT, WILLIAM G	5124 82ND ST LUBBOCK, TX 79424		8605 MILWAUKEE AVE, LUBBOCK, TX 79424	VALENCIA OFFICE PARK L 1	546,362	546,362	601
R319359	HO, BINH T	6123 87TH ST LUBBOCK, TX 79424	HS	6123 87TH ST, LUBBOCK, TX 79424	VALENCIA L 18	393,655	393,655	433
R319366	JACKSON JONATHAN A & AMANDA L	6114 87TH ST LUBBOCK, TX 79424	HS	6114 87TH ST, LUBBOCK, TX 79424	VALENCIA L 25	426,041	426,041	469
R319355	JORDAN JAMES R & YVETTE	6115 87TH ST LUBBOCK, TX 79424	HS	6115 87TH ST, LUBBOCK, TX 79424	VALENCIA L 14	381,930	381,930	420
R319356	LANCET, WILLIAM H & RITA	6117 87TH ST LUBBOCK, TX 79424	HS	6117 87TH ST, LUBBOCK, TX 79424	VALENCIA L 15	357,731	353,397	389

City of Lubbock, TX
Finance Department
Valencia Public Improvement District Assessment Roll
As of January 1, 2015
Exhibit C

Property ID	Owner Name	Mailing Address	Exemptions	Property Address	Legal Description	2015 Market Value	2015 Taxable Value	2015 Estimated Assessment*
R322874	LUBBOCK LAND INVEST I LP	4808 KNOXVILLE AVE #STE A LUBBOCK, TX 79413	AG		BLK AK SEC 28 AB 750 TR A2C OF NW/3 AC 17 602	$ 352,040	352,040	387
R311397	LUBBOCK LAND INVEST I LP	4808 KNOXVILLE AVE #STE A LUBBOCK, TX 79413		82ND ST, LUBBOCK, TX 79424	SPECTRA LUBBOCK SOUTHWEST L 4B	670,158	670,158	737
R319349	LUSK COREY A & ROXANN	8710 IRONTON AVE LUBBOCK, TX 79424	HS	8710 IRONTON AVE, LUBBOCK, TX 79424	VALENCIA L 7	393,711	393,711	433
R319351	MC DANIEL MICHAEL & ROXANNE	8706 IRONTON AVE LUBBOCK, TX 79424-5803	HS	8706 IRONTON AVE, LUBBOCK, TX 79424	VALENCIA L 9	403,329	403,329	444
R319363	MURPHEY CHARLES R & LISA D	6120 87TH ST LUBBOCK, TX 79424	HS	6120 87TH ST, LUBBOCK, TX 79424	VALENCIA L 22	333,473	333,473	367
R319344	NELSON BRAD A & JESSICA A	6103 87TH ST LUBBOCK, TX 79424		6103 87TH ST, LUBBOCK, TX 79424	VALENCIA L 2	358,808	358,808	395
R319369	ORSINI BERNARD S JR & SUSAN A	6106 87TH ST LUBBOCK, TX 79424	HS	6106 87TH ST, LUBBOCK, TX 79424	VALENCIA L 28	462,165	462,165	508
R319346	RALLO JOSEPH CHRISTOPHER &	BARBARA L RALLO 2136 SUGAR CANE LN BATON ROUGE, LA 70810-7852	HS,OA	6107 87TH ST, LUBBOCK, TX 79424	VALENCIA L 4	332,329	315,629	347
R319358	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		6121 87TH ST, LUBBOCK, TX 79424	VALENCIA L 17	51,714	51,714	57
R319361	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		6127 87TH ST, LUBBOCK, TX 79424	VALENCIA L 20	39,036	39,036	43
R323452	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		MILWAUKEE AVE, LUBBOCK, TX 79424	VALENCIA OFFICE PARK L 2	168,000	168,000	185

City of Lubbock, TX
Finance Department
Valencia Public Improvement District Assessment Roll
As of January 1, 2015
Exhibit C

Property ID	Owner Name	Mailing Address	Exemptions	Property Address	Legal Description	2015 Market Value	2015 Taxable Value	2015 Estimated Assessment*
R319352	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		8704 IRONTON AVE, LUBBOCK, TX 79424	VALENCIA L 10	$ 55,389	55,389	61
R319372	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		6111 87TH ST, LUBBOCK, TX 79424	VALENCIA L 12	40,647	40,647	45
R320816	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		8602 IOLA AVE, LUBBOCK, TX 79424	VALENCIA TR B	627	627	1
R319345	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		6105 87TH ST, LUBBOCK, TX 79424	VALENCIA L 3	39,252	39,252	43
R319365	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		6116 87TH ST, LUBBOCK, TX 79424	VALENCIA L 24	41,937	41,937	46
R319368	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		6108 87TH ST, LUBBOCK, TX 79424	VALENCIA L 27	34,974	34,974	38
R319371	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		6102 87TH ST, LUBBOCK, TX 79424	VALENCIA L 30	32,688	32,688	36
R319362	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		6122 87TH ST, LUBBOCK, TX 79424	VALENCIA L 21	58,932	58,932	65
R319370	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		6104 87TH ST, LUBBOCK, TX 79424	VALENCIA L 29	47,670	47,670	52
R320815	REAL PROPERTY RESOURCES INC	6305 82ND ST LUBBOCK, TX 79424		6124 87TH ST, LUBBOCK, TX 79424	VALENCIA TR A	9,817	9,817	11
R319348	RHOADES SHANNON & WENDEE	8712 IRONTON AVE LUBBOCK, TX 79424-5803	HS	8712 IRONTON AVE, LUBBOCK, TX 79424	VALENCIA L 6	432,503	432,503	476

City of Lubbock, TX
Finance Department
Valencia Public Improvement District Assessment Roll
As of January 1, 2015
Exhibit C

Property ID	Owner Name	Mailing Address	Exemptions	Property Address	Legal Description	2015 Market Value	2015 Taxable Value	2015 Estimated Assessment*
R319343	RITCHIE KERRY & STEPHANIE	6101 87TH ST LUBBOCK, TX 79424	HS	6101 87TH ST, LUBBOCK, TX 79424	VALENCIA L 1	$ 398,959	398,959	439
R319360	SHENG JAMES J & YING ZHANG	6125 87TH ST LUBBOCK, TX 79424	HS	6125 87TH ST, LUBBOCK, TX 79424	VALENCIA L 19	357,587	326,663	359
R319350	SINGH DEEPINDER &	TARNJOT SHERGILL 8708 IRONTON AVE LUBBOCK, TX 79424		8708 IRONTON AVE, LUBBOCK, TX 79424	VALENCIA L 8	312,001	312,001	343
R323453	THIRTEEN IS LUCKY FOR ME LLC	3316 64TH ST LUBBOCK, TX 79413		8705 MILWAUKEE AVE, LUBBOCK, TX 79424	VALENCIA OFFICE PARK L 3	881,370	881,370	970
38						$10,813,708	10,726,853	

*Estimates based upon preliminary values from Lubbock Central Appraisal District; actual assessment will be based upon final certified values

Regular City Council Meeting **7. 9.**

Meeting Date: 08/13/2015

Information

Agenda Item

Resolution - Finance: Discussion concerning property tax rates and impact it may have on City operations, the FY 2015-16 Operating Budget and Capital Program and consideration of a resolution adopting a proposed tax rate that will result in additional revenues as outlined in the Tax Code of the State of Texas, and setting the dates for public hearings to discuss the proposed tax rate.

Item Summary

When a proposed tax rate exceeds the rollback rate or the effective rate, whichever is lower, State law requires that the City Council must vote to place a proposal to adopt the rate on the agenda of a future meeting as an action item. The rate proposed in the FY 2015-16 Operating Budget is $0.5391 per $100 valuation, which is higher than the 2015 effective rate of $0.51213 and lower than the 2015 rollback rate of $0.56573. This proposed tax rate was based on the preliminary value.

The certified values were received from Lubbock Central Appraisal District on July 24, 2015 and show an increase in adjusted taxable value from the preliminary value, so the proposed rate recommended has been reduced to $0.53582 per $100 value. The debt rate was reduced from $0.12595 to $0.12267. This tax levy produces $1,411,541 more in revenue than the rate proposed in the FY 2015-16 budget.

The approval of this resolution is not the adoption of the tax rate, but is required for the publication of a proposed tax rate and the scheduling of public hearings to discuss the proposed tax rate. The rate that is finally adopted by the City Council in September 2015 will follow two public hearings, two readings of the tax ordinance, and public discussion.

The Texas Constitution and Property Tax Code embody the concept of truth-in-taxation to require taxing units to comply with certain steps in adopting their tax rates. The truth-in-taxation laws have two purposes:

1. To make taxpayers aware of tax rate proposals; and

2. To allow taxpayers, in certain cases, to roll back or limit a tax increase.

The truth-in-taxation requirements are contained in the Texas Constitution, Chapter 26, Property Tax Code, Article VIII, Section 21 and in S.B. 18 of the 79th Texas Legislature and S.B. 567 of the 80th Texas Legislature.

Effective Tax Rate:

The 2015 effective rate is $0.51213. The effective tax rate is a calculated rate that will provide the City with about the same amount of revenue it received during the prior year on properties taxed in both years.

Rollback Tax Rate:

The 2015 rollback rate is $0.56573. The rollback rate is a calculated maximum rate allowed by law without voter

approval. The rollback rate provides the City with approximately the same amount of tax revenue it spent the previous year for day-to-day operations, plus an extra 8% increase for those operations plus sufficient funds to pay debts in the coming year. If the City adopts a tax rate that is higher than the rollback rate, 7% of the registered voters in the City can circulate a petition calling for an election to limit the size of the tax increase.

If the tax rate proposed by the City Council exceeds the effective tax rate or rollback rate, whichever is lower, the City must follow legislative guidelines for proposing and adopting a tax rate. These guidelines include:

1. The City Council must vote to place a proposal to adopt the rate on the agenda of a future City Council meeting as an action item. The vote must be recorded. This guideline will be fulfilled with the passage of this agenda item.

2. The proposal must specify the desired rate. The City Council cannot vote to adopt a proposal to increase taxes by an unspecified amount.

3. If the motion passes, the City Council must schedule two public hearings on the proposal to increase taxes.

4. The City Council must notify the public of the dates, times and place or places for the public hearings and publish information about the proposed tax rate no later than September 1.

5. After publishing the required notice, the City must hold two public hearings. Taxpayers must have the opportunity to express their views on the increase at each public hearing. The City Council may not adopt the tax rate at either of the public hearings. At each public hearing, the governing body must announce the date, time, and place of the meeting at which the governing body will vote on the tax rate.

6. The Tax Code requires that City Council adopt the tax rate no less than three days, but no more than 14 days, after the second public hearing. If the City does not adopt the tax rate during this time period, then it must republish the notice of the meeting to adopt the tax rate, with the new date, time, and location to adopt the rate.

The public hearings to discuss the proposed tax rate are scheduled for 5:30 p.m. on August 27, 2015, and for 11:00 a.m. on September 2, 2015, in the City Council Chambers at City Hall.

Fiscal Impact

The cost of the publication of the notices is budgeted in the Adopted FY 2014-15 Operating Budget.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Tax Rate Resolution

RESOLUTION

WHEREAS, the City Council of the City of Lubbock desires to place a proposal to adopt a property tax rate that will result in additional revenue as outlined in Section 26.05(d) of the Tax Code of the State of Texas on the agenda of a future meeting as an action item and schedule public hearings; NOW THEREFORE:

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

THAT the City Council of the City of Lubbock hereby adopts a proposed property tax rate of $0.53582 per $100 valuation that will result in additional revenue, and sets the dates for public hearings on August 27, 2015 at 5:30 p.m. and on September 2, 2015 at 11:00 a.m. in the City Council Chambers located at 1625 13th Street, Lubbock, Texas. A vote on the tax rate shall be placed upon a future City Council agenda.

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

VOTING FOR PASSAGE:	VOTING AGAINST PASSAGE:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Council members present but not voting: _____

Council members absent: _____

****

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock, Executive Director of Budget

APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney

Tax Rate Reso 7.30.15

Regular City Council Meeting **7. 10.**

Meeting Date: 08/13/2015

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2015-O0074 for Zone Case 3003-F, a request of Hugo Reed and Associates, Inc., for Bunt Holdings, LLC, for a zoning change from Garden Office (GO) and A-1 to GO on 0.3 acres of unplatted land out of Block AK, Section 21, south of 98th Street and west of Justice Avenue.

Item Summary

On July 23, 2015, the City Council approved the first reading of the ordinance.

General comments:
This case is a clean up case from a series of previous cases. This portion of the land was unintentionally added to a previous rezoning case. The change requested is from A-1 to GO.

Adjacent land uses:
The adjacent land is primarily vacant land with a variety of zoning districts. Immediately north, east, and west is zoned GO, with A-1 Family Apartment District zoning to the south and R-1 Single Family zoning to the south east.

Comprehensive Land Use Plan (CLUP):
The request is consistent with the CLUP.

Zoning Policy:
The request is consistent with current zoning policies.

Effect on the adjacent street and thoroughfare system:
There should be no effect on the thoroughfare system with the approval of this case.

Recommendations:
Staff recommends the case for approval.
On July 7, 2015, the Planning and Zoning (P&Z) Commission recommended the request with a unanimous vote, with no conditions.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
P&Z Commission

Attachments

Ordinance 3003-F

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3003-F;** A ZONING CHANGE FROM **GO AND A-1** TO **GO** ZONING DISTRICT ON **0.3 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 21,** 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. 3003-F

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **GO and A-1** to **GO** zoning district on **0.3 acres of unplatted land out of Block AK, Section 21**, City of Lubbock, Lubbock County, Texas, located **south of 98th Street and west of Justice Avenue,** and being further described as follows:

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

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars

($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

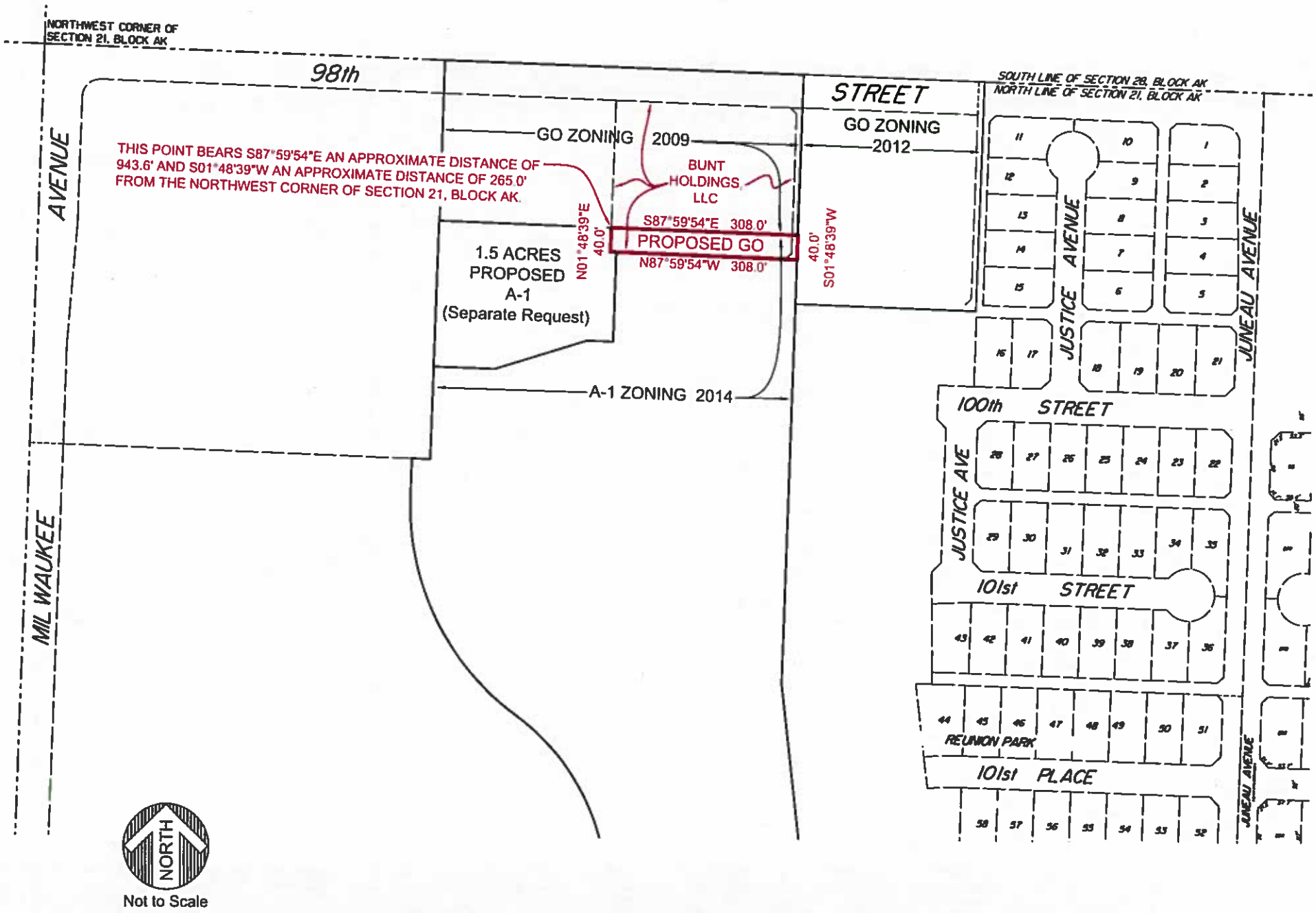
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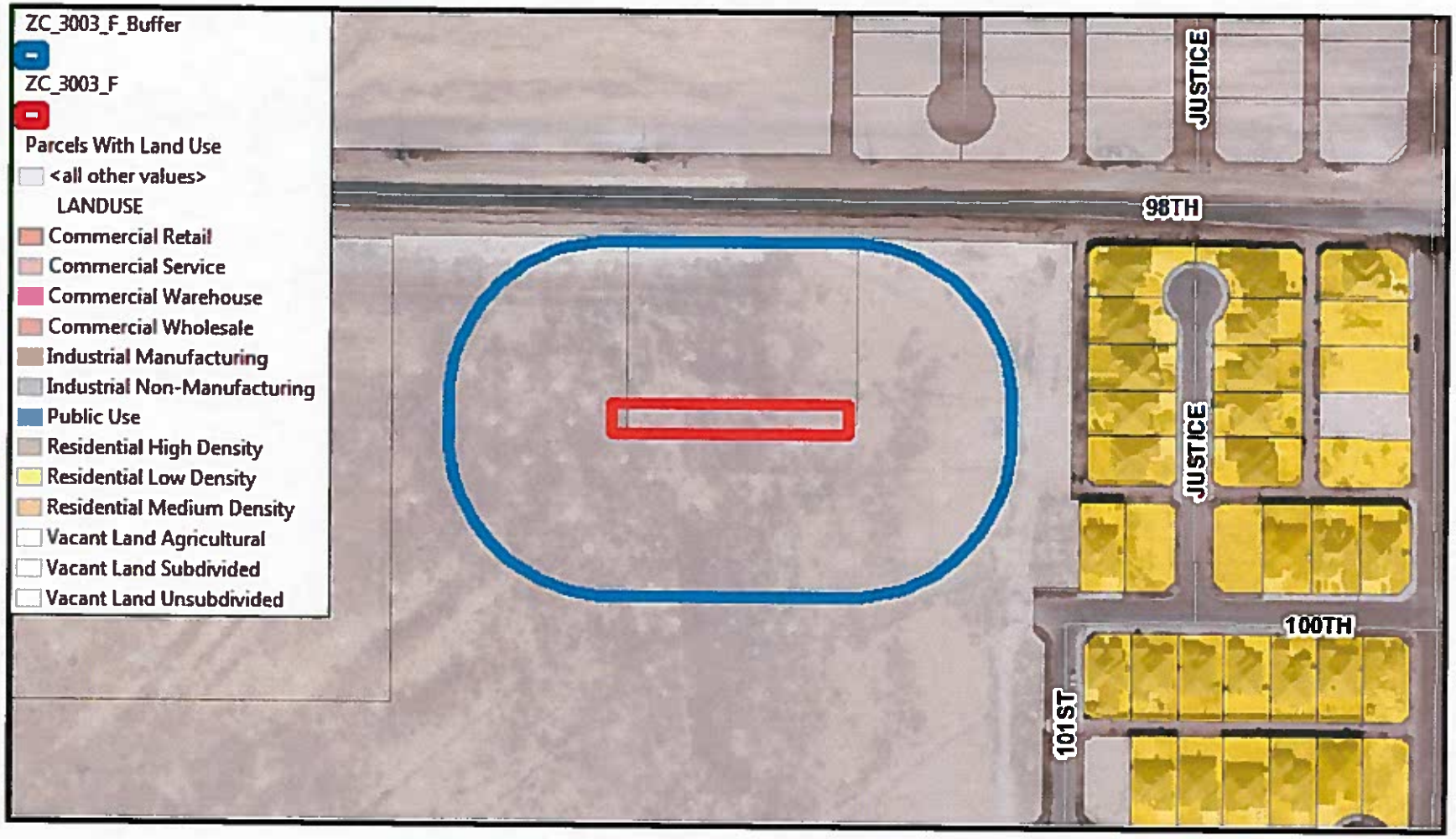
_____
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

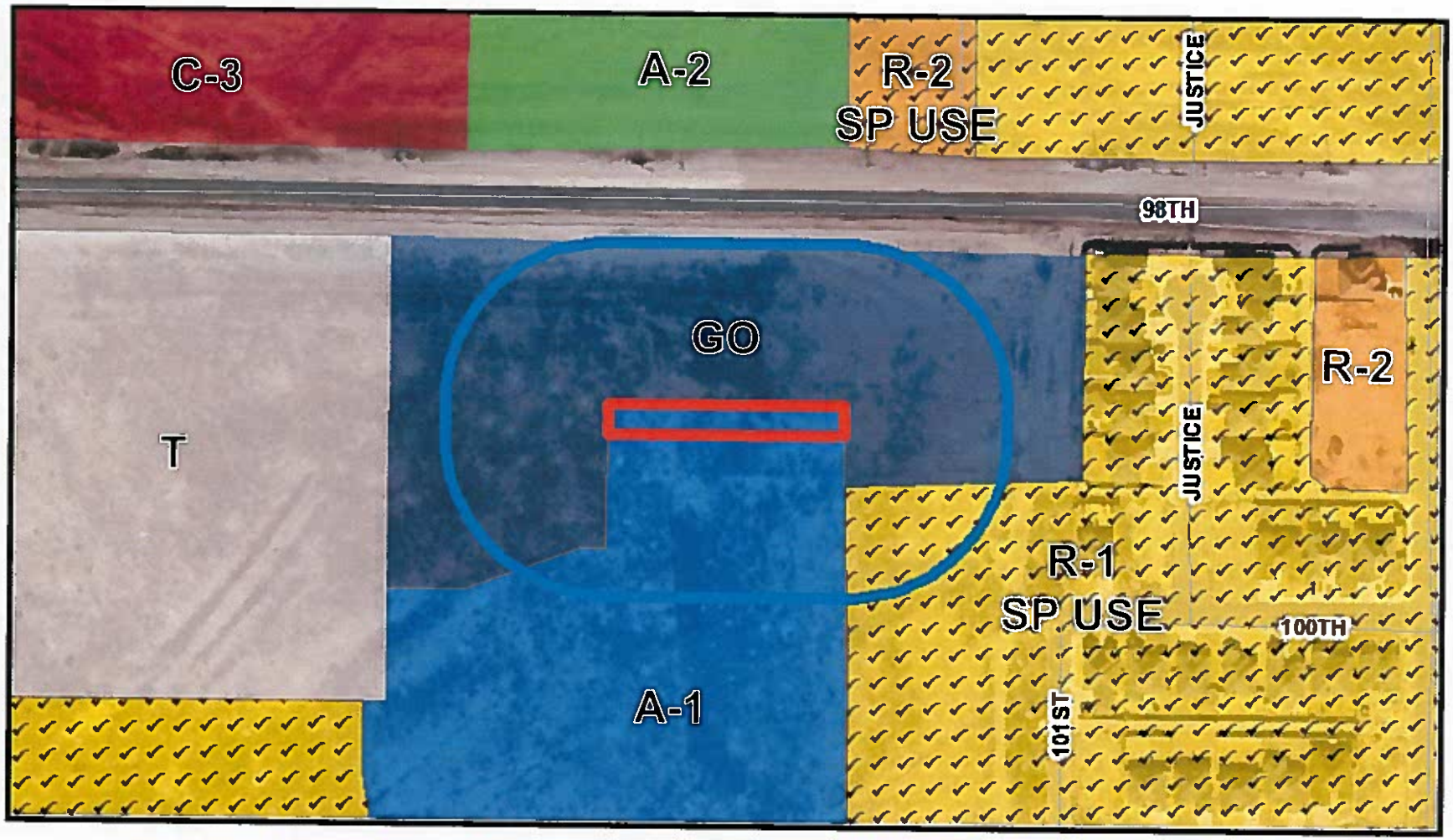
vw/cityatt/Justin/ZoneCase/ZC3003-F
July 7, 2015


NORTHWEST CORNER OF SECTION 21, BLOCK AK
98th
STREET
SOUTH LINE OF SECTION 28, BLOCK AK
NORTH LINE OF SECTION 21, BLOCK AK
GO ZONING 2009
GO ZONING 2012
THIS POINT BEARS S87°59'54"E AN APPROXIMATE DISTANCE OF 943.6' AND S01°48'39"W AN APPROXIMATE DISTANCE OF 265.0' FROM THE NORTHWEST CORNER OF SECTION 21, BLOCK AK.
BUNT HOLDINGS, LLC
S87°59'54"E 308.0'
PROPOSED GO
N87°59'54"W 308.0'
N01°48'39"E 40.0'
S01°48'39"W 40.0'
1.5 ACRES PROPOSED A-1 (Separate Request)
A-1 ZONING 2014
MIL WAUKEE AVENUE
JUSTICE AVENUE
JUNEAU AVENUE
100th STREET
101st STREET
101st PLACE
JUSTICE AVE
REUNION PARK
NORTH
Not to Scale

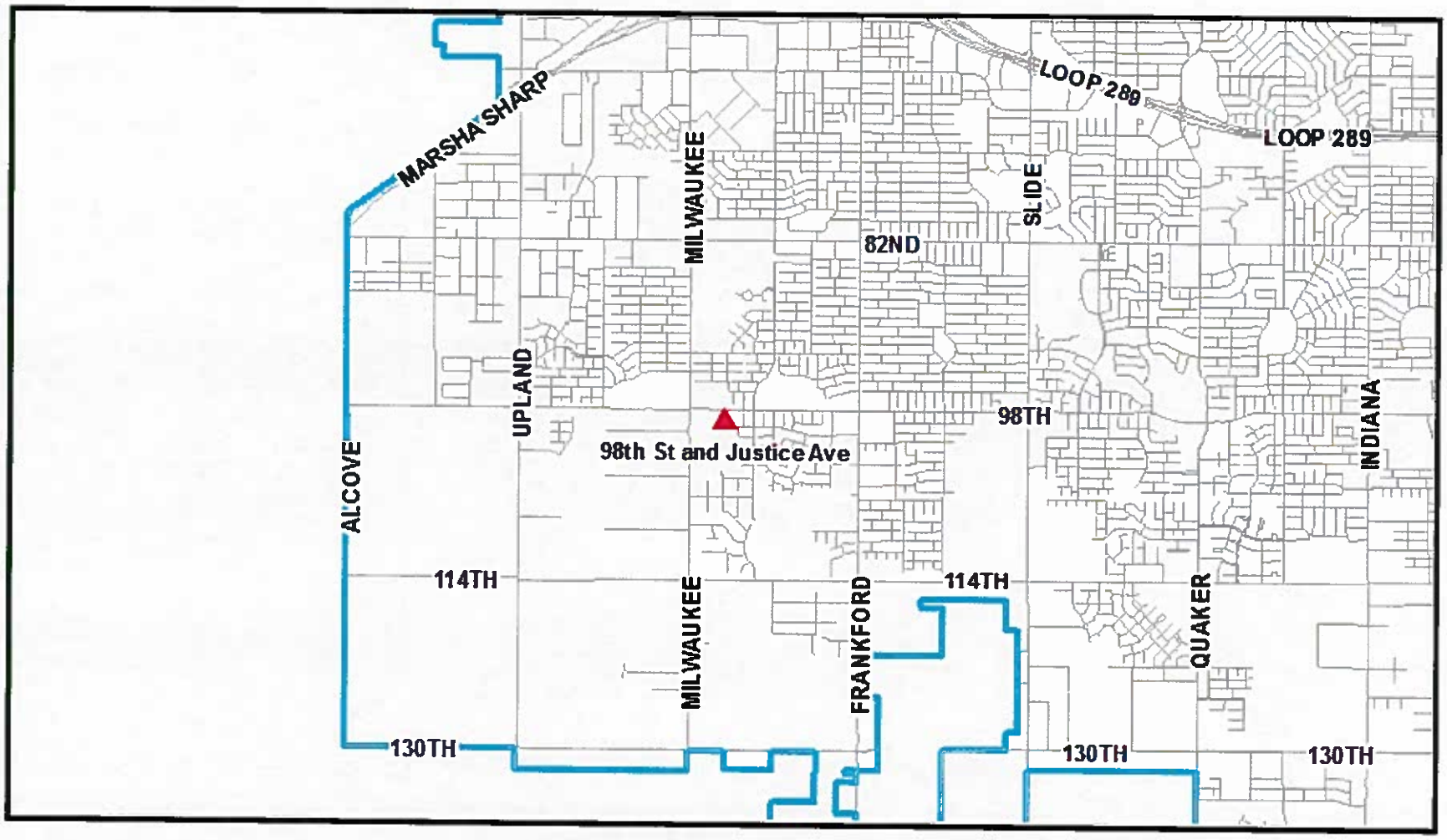


P.Z.C. Case 3003-F

Request of Hugo Reed and Associates, Inc. (for Bunt Holdings, LLC) for a zoning change from GO and A-1 to GO, south of 98th Street and west of Justice Avenue



P.Z.C. Case 3003-F Zoning



P.Z.C. Case 3003-F

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
Bunt Holdings, LLC
5012 95th Street
Street/Post Office Box
Lubbock, Texas 79424
City State Zip
806-928-5409
Telephone

Location or Address: 98th Street West of Justice Avenue

Legal Description:* See metes and bounds description attached

Existing Land Use: Vacant

Existing Zoning: GO and A-1

Acreage or Square Footage of Property: 0.3 acre

Zoning Requested: Garden Office

Proposed Development: Unspecified office use

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

Terry Holeman
Applicant's Signature

June 8, 2015
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 (HRA #24524)
($475.00 for the first acre; $3.00 for each additional acre; $165 for non-profit)

For City Use Only

mtb map 42

Zone Case No.: 3003-F

Agenda No.: 1

Request for zoning change from: GO, A-1

To: GO

0.3 acres of unplatted land out of block AK section 21

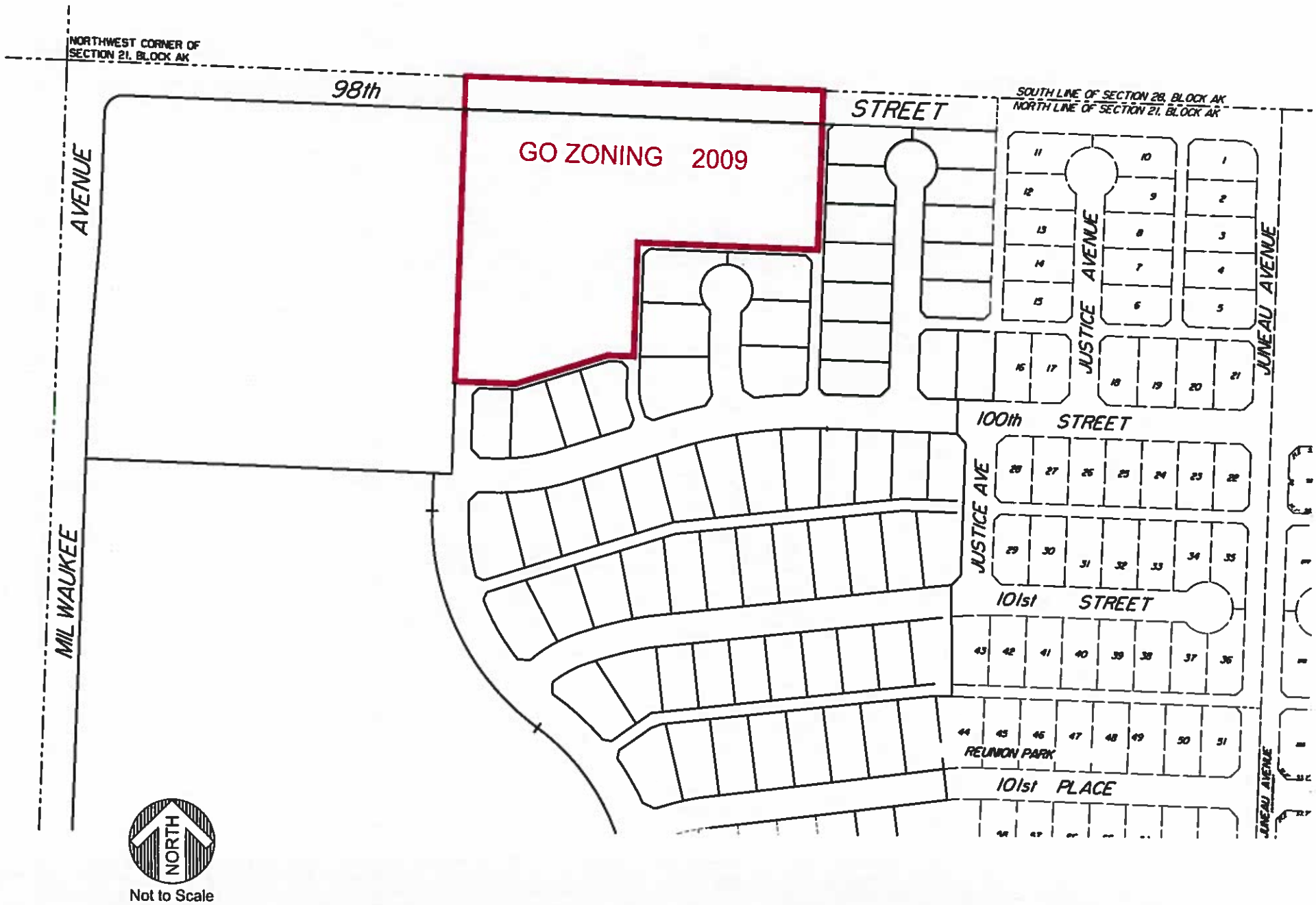
on Lot(s): —

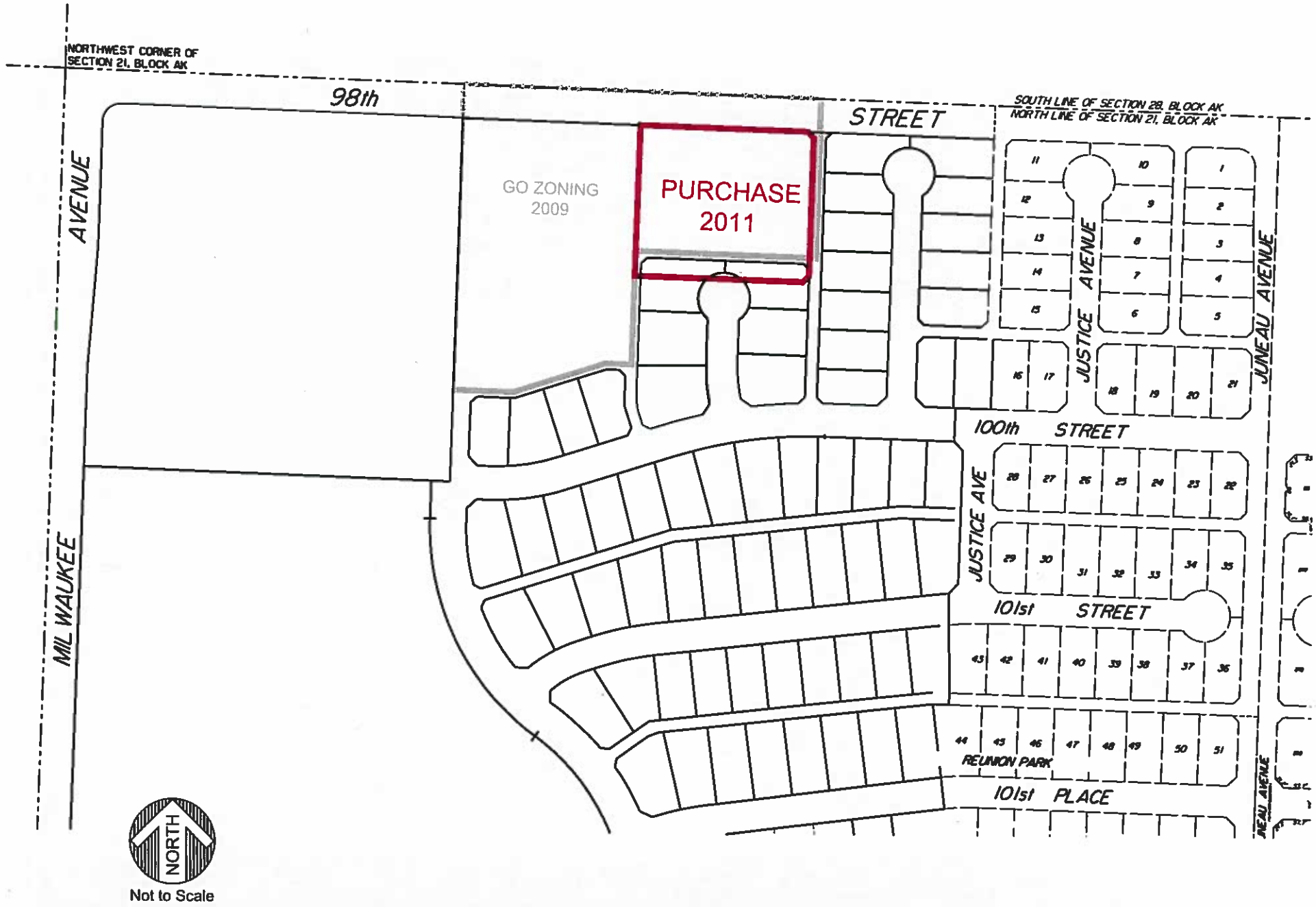
Block(s): —

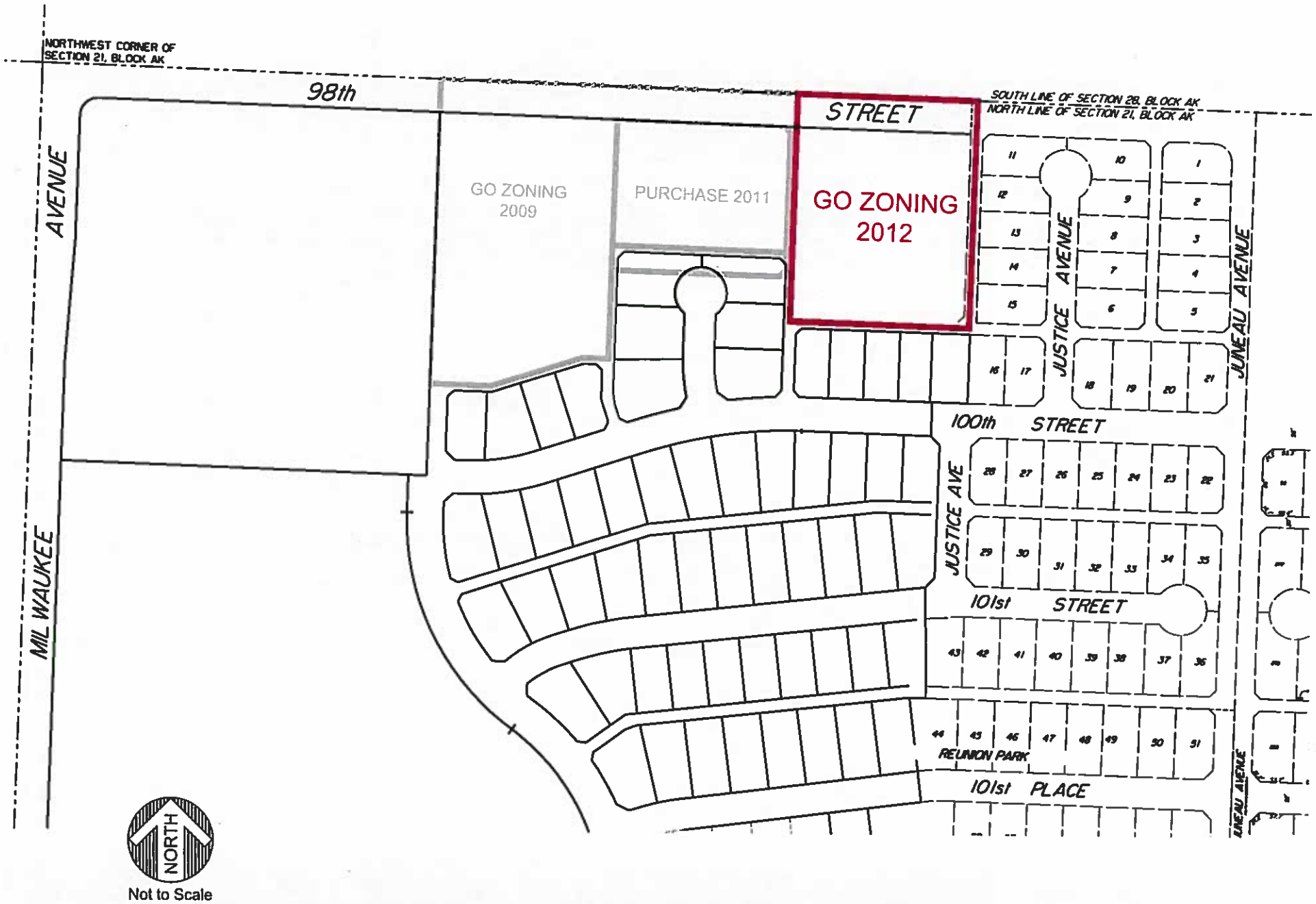
Subdivision: —
442

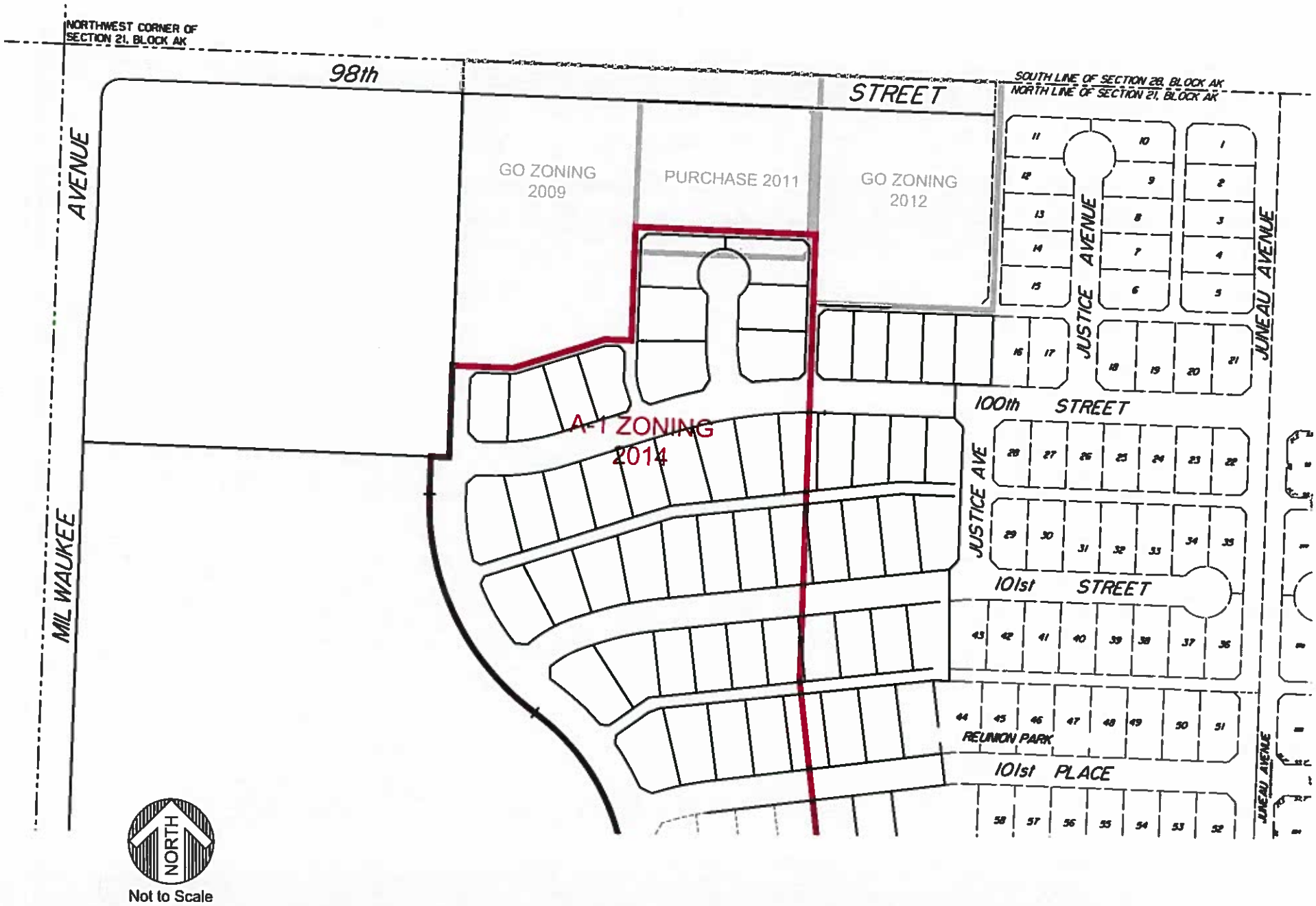
Address: 98th St west of Justice Ave
south of

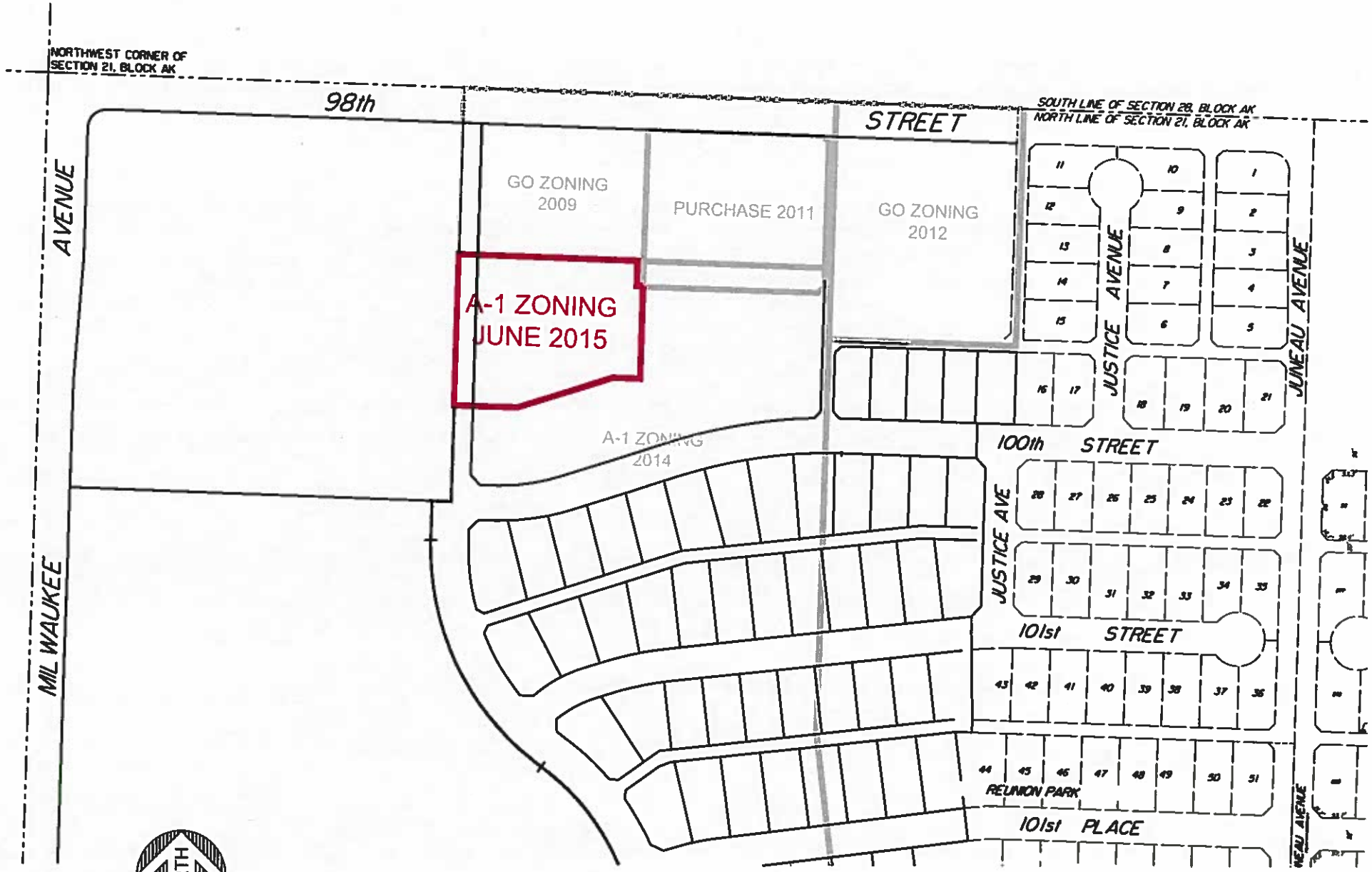
VS

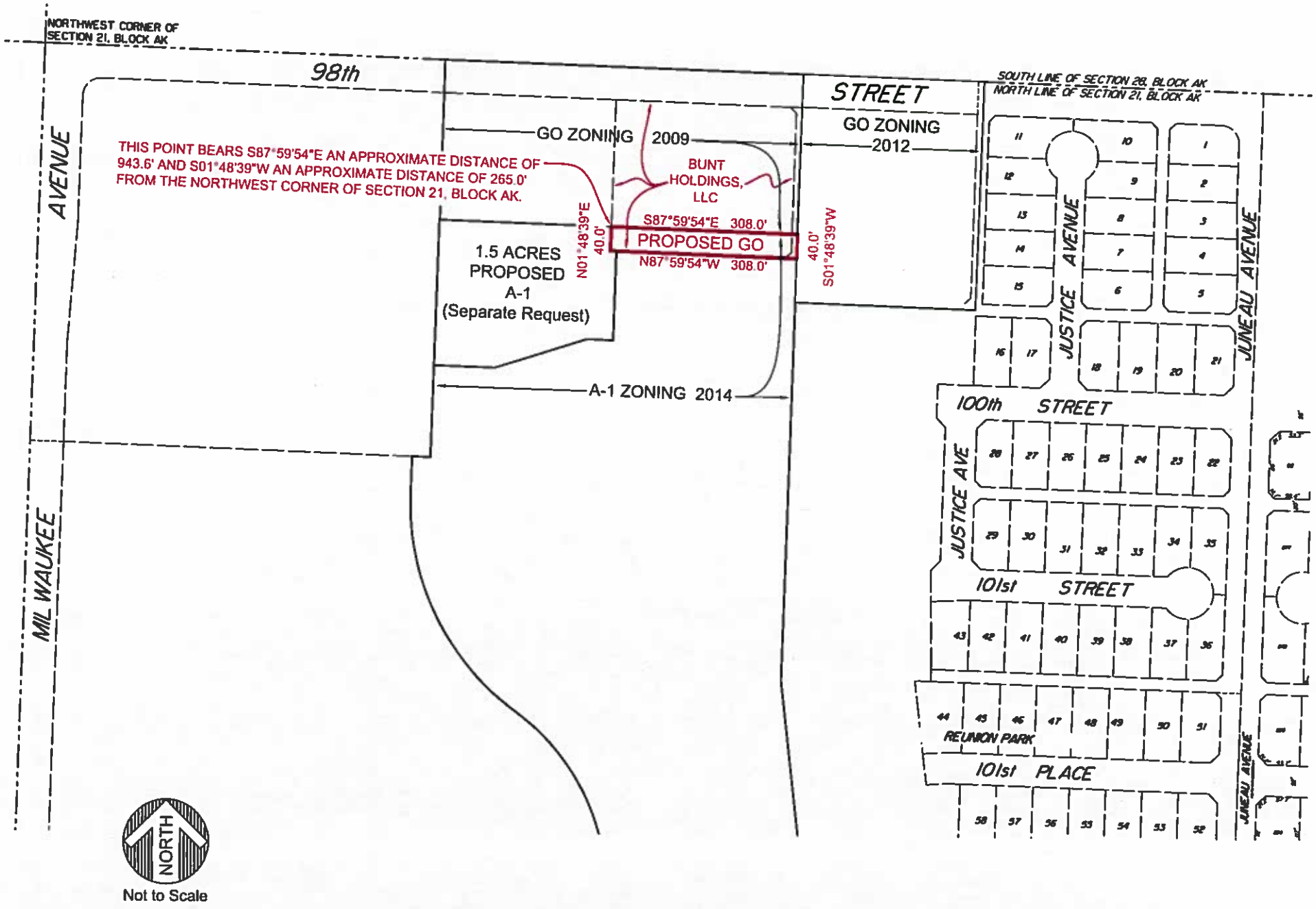

NORTHWEST CORNER OF SECTION 21, BLOCK AK
98th STREET
GO ZONING 2009
SOUTH LINE OF SECTION 28, BLOCK AK
NORTH LINE OF SECTION 21, BLOCK AK
MIL WAUKEE AVENUE
JUSTICE AVENUE
JUNEAU AVENUE
100th STREET
JUSTICE AVE
101st STREET
REUNION PARK
101st PLACE
JUNEAU AVENUE
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Not to Scale


NORTHWEST CORNER OF SECTION 21, BLOCK AK
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AVENUE
MIL WAUKEE
GO ZONING
2009
PURCHASE
2011
JUSTICE AVENUE
JUNEAU AVENUE
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NORTHWEST CORNER OF SECTION 21, BLOCK AK
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NORTHWEST CORNER OF SECTION 21, BLOCK AK
98th STREET
SOUTH LINE OF SECTION 28, BLOCK AK
NORTH LINE OF SECTION 21, BLOCK AK
MIL WAUKEE AVENUE
GO ZONING 2009
PURCHASE 2011
GO ZONING 2012
A-1 ZONING 2014
JUSTICE AVENUE
JUNEAU AVENUE
100th STREET
101st STREET
101st PLACE
REUNION PARK
NORTH
Not to Scale


NORTHWEST CORNER OF SECTION 21, BLOCK AK
98th STREET
SOUTH LINE OF SECTION 28, BLOCK AK
NORTH LINE OF SECTION 21, BLOCK AK
MIL WAUKEE AVENUE
GO ZONING 2009
PURCHASE 2011
GO ZONING 2012
A-1 ZONING JUNE 2015
A-1 ZONING 2014
JUSTICE AVENUE
JUNEAU AVENUE
100th STREET
JUSTICE AVE
101st STREET
REUNION PARK
101st PLACE
NORTH
Not to Scale


NORTHWEST CORNER OF SECTION 21, BLOCK AK
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THIS POINT BEARS S87°59'54"E AN APPROXIMATE DISTANCE OF 943.6' AND S01°48'39"W AN APPROXIMATE DISTANCE OF 265.0' FROM THE NORTHWEST CORNER OF SECTION 21, BLOCK AK.
BUNT HOLDINGS, LLC
S87°59'54"E 308.0'
PROPOSED GO
N87°59'54"W 308.0'
N01°48'39"E 40.0'
S01°48'39"W 40.0'
1.5 ACRES PROPOSED A-1 (Separate Request)
A-1 ZONING 2014
JUSTICE AVENUE
JUNEAU AVENUE
100th STREET
JUSTICE AVE
101st STREET
REUNION PARK
101st PLACE
JUNEAU AVENUE
NORTH
Not to Scale

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

LAND SURVEYORS
CIVIL ENGINEERS

METES AND BOUNDS DESCRIPTION of an approximate 0.3 acre tract of land located in Section 21, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Northwest corner of this tract which bears S. 87°59'54" E. an approximate distance of 943.6 feet and S. 01°48"39" W. an approximate distance of 265.0 feet from the Northwest corner of said Section 21, Block AK, Lubbock County, Texas;

THENCE S. 87°59'54" E. an approximate distance of 308.0 feet to a point for the Northeast corner of this tract;

THENCE S. 01°48'39" W. an approximate distance of 40.0 feet to a point for the Southeast corner of this tract;

THENCE N. 87°59'54" W. an approximate distance of 308.0 feet to a point for the Southwest corner of this tract;

THENCE N. 01°48'39" E. an approximate distance of 40.0 feet to the Point of Beginning;

Bearings relative to the North line of Section 21, Block AK, being previously recognized as S. 87°59'54" E.

Prepared for Bunt Holdings, LLC

June 8, 2015

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY. THIS DOCUMENT SHALL NOT BE USED OR RECORDED FOR ANY REAL PROPERTY PURPOSES.

Regular City Council Meeting **7. 11.**

Meeting Date: 08/13/2015

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2015-O0075 for Zone Case 2173-I a request of Robert Campbell, for BH Estate, LLC, for a zoning change from C-3 to C-4 on Tract C1 A1, Whisperwood Addition, 5402 4th Street.

Item Summary

On July 23, 2015, the City Council approved the first reading of the ordinance.

General comments:
The request is for a zone change from C-3 to C-4 Commercial retail district for the old vacant Wal-Mart, 38,000 square feet building, to repurpose for a different user.

Adjacent land uses:
N: C-4 Specific Use Mini warehouses
S: C-3 Restaurant and 4th Street
E: C-4 Specific Use, Mini warehouses and restaurants
W:C-4 Strip shopping center

Comprehensive Land Use Plan(CLUP):
The request is consistent with the CLUP.

Zoning Policy:
The property is situated between existing C-4 uses within a strip shopping center which is currently zoned C-3. Since the property is surrounded by two major thoroughfares and an expressway, Slide Road, 4th Street and Loop 289, in a pie shaped area, the rezoning of the portion of land within the C-3 zoning area to a C-4 zoning is consistent with zoning policies.

Effect on the adjacent street and thoroughfare system:
None. The property fronts along 4th Street (a major thoroughfare) and backs up to the access road of Loop 289 (an expressway) with sufficient access to the property.

Recommendations:
Staff recommends approval with no conditions.

On July 7, 2015, the Planning and Zoning (P&Z) Commission recommended the request with a unanimous vote, with no conditions.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission (P&Z)

Attachments

Ordinance 2173-I

Zone Case 2173- I Backup

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. 2173-I;** A ZONING CHANGE FROM **C-3** TO **C-4** ZONING DISTRICT ON **TRACT C1 A1, WHISPERWOOD 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. 2173-I

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-3** to **C-4** zoning district on **Tract C1 A1, Whisperwood Addition**, City of Lubbock, Lubbock County, Texas, located at **5402 4th 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 _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

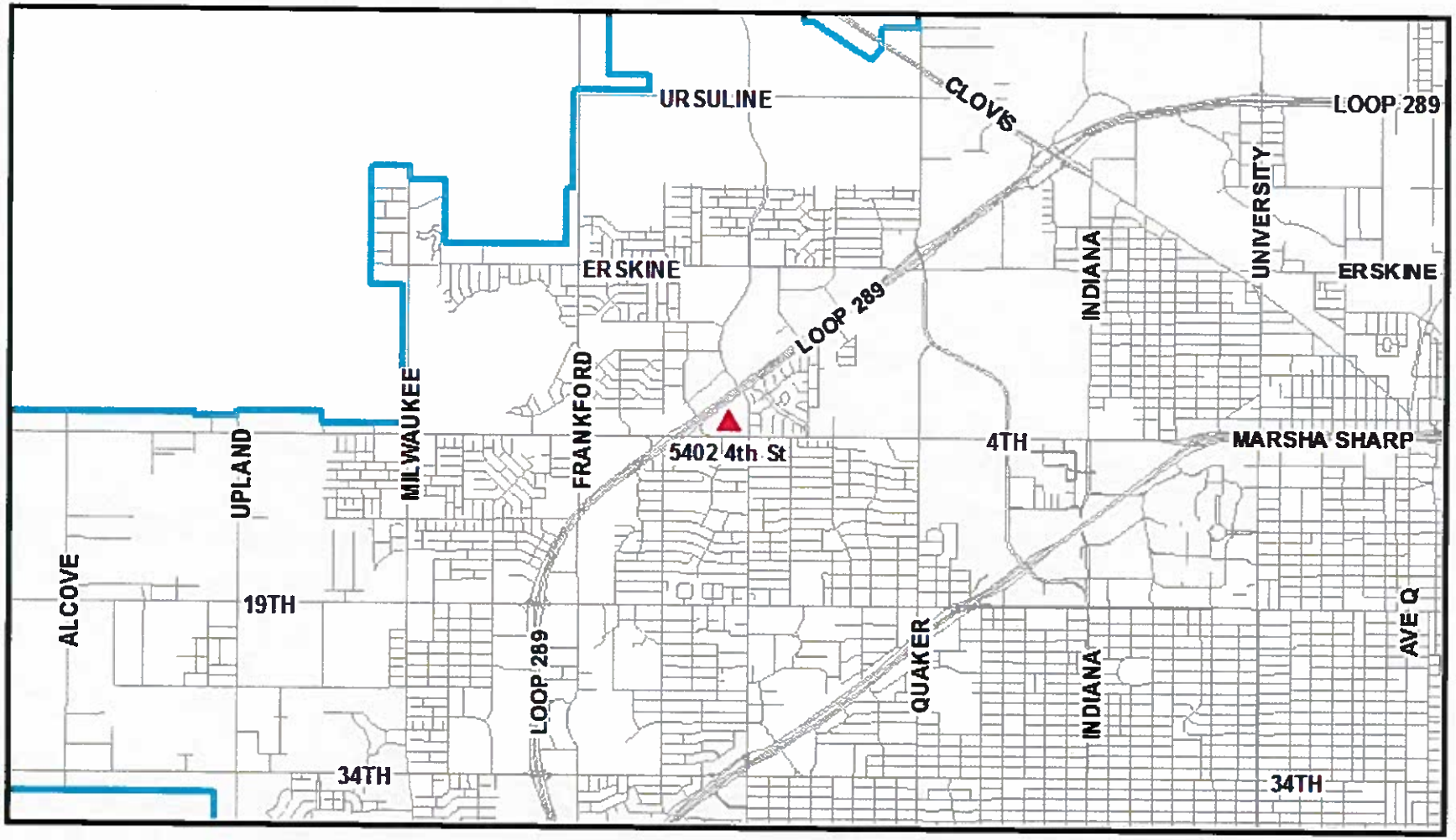
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

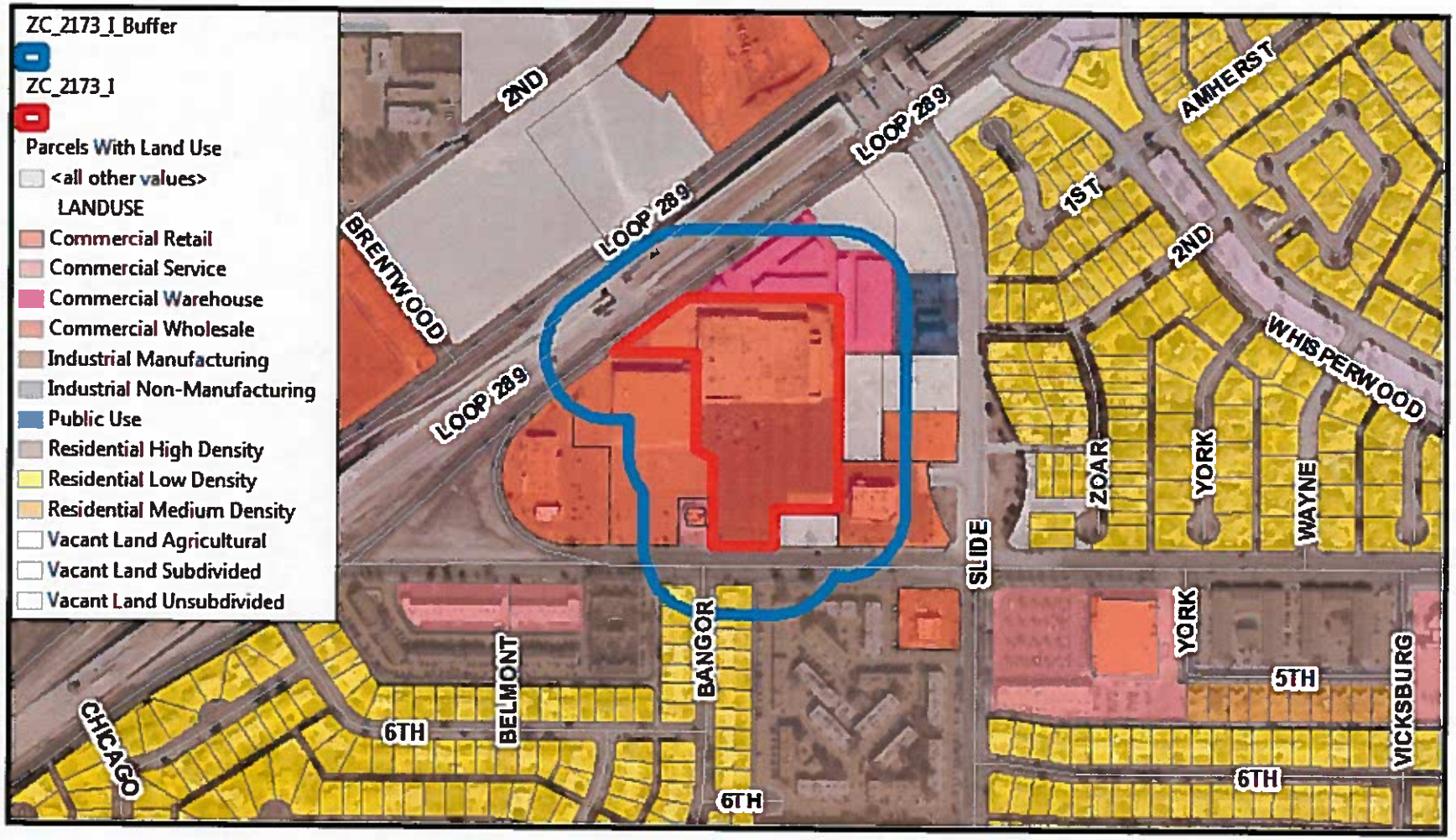
APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

vw/cityatt/Justin/ZoneCase/ZC2173-I
July 7, 2015

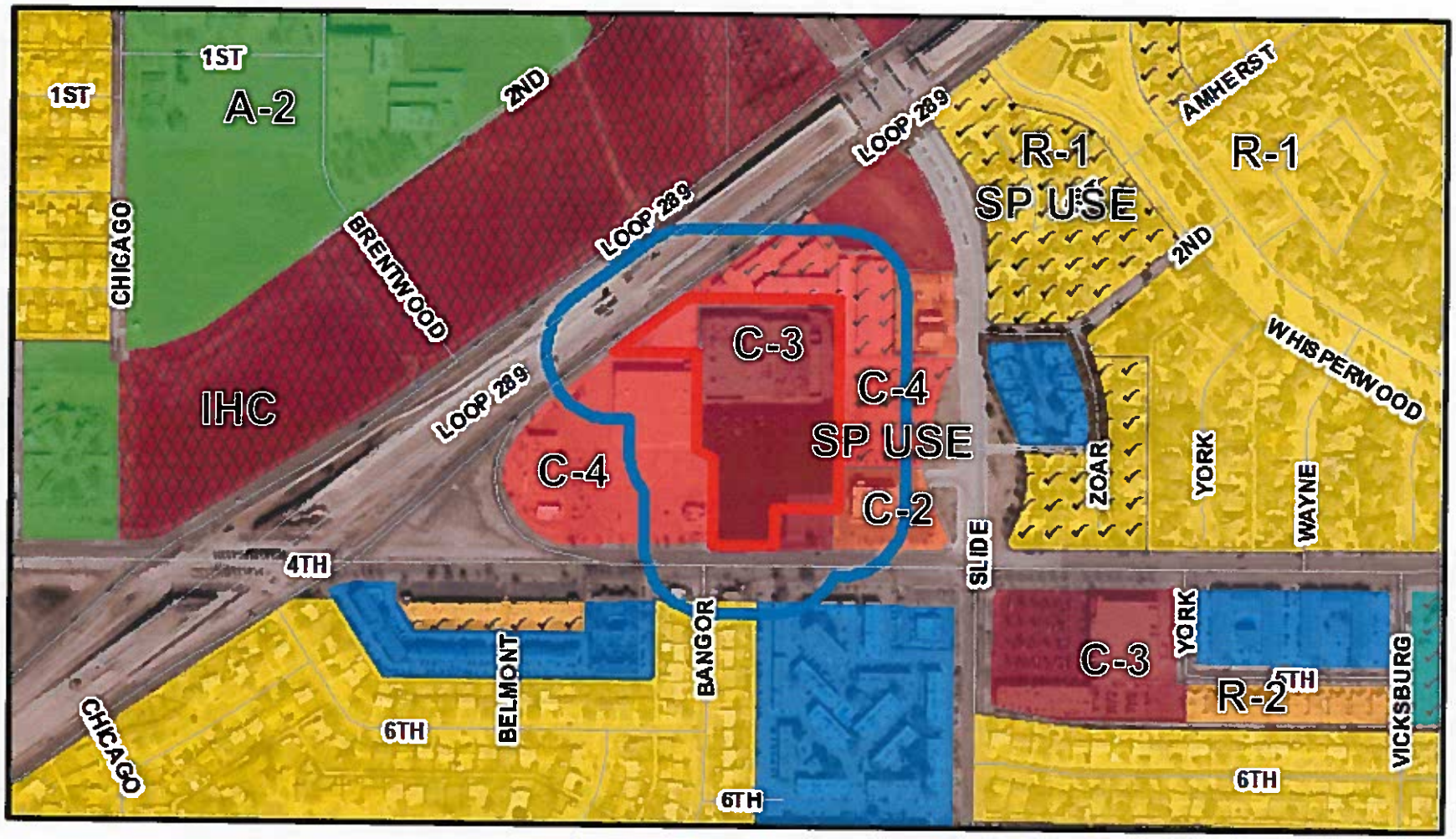


P.Z.C. Case 2173-I



P.Z.C. Case 2173-I

Request of Robert Campbell (for BH Estate, LLC) for a zoning change from C-3 to C-4, 5402 4th Street



P.Z.C. Case 2173-I Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Robert Campbell
4703 S. Loop 289
Street/Post Office Box
CBK TX 79424
City State Zip
(806 543-2638
Telephone

For BH Estate, LLC
PO Box 49993
Street/Post Office Box
Los Angeles, CA 90049
City State Zip
( )
Telephone

Location or Address: 5402 4th St., Lubbock, TX 79416

Legal Description:* Whisperwood TR C1A-1

Existing Land Use: ~~C-3~~ retail

Existing Zoning: ~~C-3~~ C-3 retail

Acreage or Square Footage of Property: 8 acres

Zoning Requested: C-4 - Dance Hall / Bar / Entertainment Venue

Proposed Development: ~~Dance Hall~~

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

Randall for Bunny Park
Applicant's Signature see signature attached

6-9-15
Date

Filing Fee: #496
($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: 83933 MAP 24

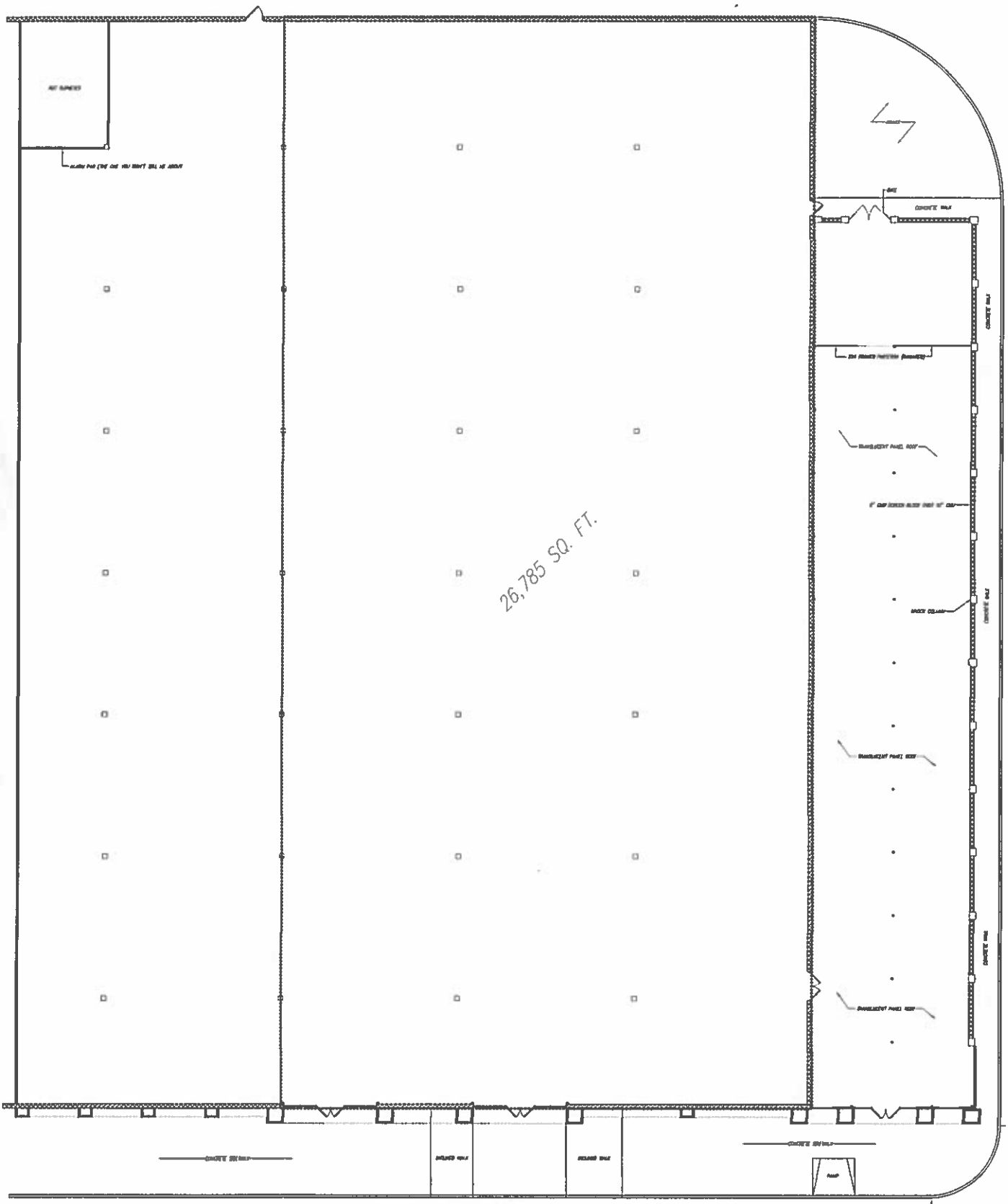
Zone Case No.: 2173-I **Agenda No.:** 2

Request for zoning change from: C-3 **To:** C-4

on Lot(s): Tract C1A1 **Block(s):** —

Subdivision: Whisperwood **Address:** 5402 4th St


Subject
30,000' +/-
Vacant
Big Lots



EXISTING FLOOR PLAN

Regular City Council Meeting **7. 12.**

Meeting Date: 08/13/2015

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2015-O0076 for Zone Case 1657-C, a request of David Wood, for The Que Lubbock, for a zoning change from C-3 to CB-3 Specific Use for a mixed use building, apartments and commercial, with reduced parking on Lots 8 through 12 and the east 21.92 feet lot 13, of Block 8, McCrummen 2nd Addition, 2101 Avenue Q.

Item Summary

On July 23, 2015, the City Council approved the first reading of the ordinance.

General comments:
This case is a request to zone an existing structure CB-3. The original use was a hotel. The building at some point was used for a nursing home or assisted living center. The current proposal is for an apartment complex and a small commercial area on the first floor.

Adjacent land uses:
The area is a mixture of commercial, C-2 and C-3, and low density residential, R-2.

Comprehensive Land Use Plan (CLUP):
The request is consistent with the CLUP.

Zoning Policy:
The request is a minor deviation from the current zoning policies. The applicant is proposing a mixed use development which typically requires a Central Business District. Although this property is not in the actual "downtown" area, the request and proposed development is consistent with the intent of the zoning districts and compatible with adjacent developments.

Effect on the adjacent street and thoroughfare system:
There should be no effect on the thoroughfare system.

Recommendations:
Staff recommends the case for approval.

On July 7, 2015, the Planning and Zoning (P&Z) Commission recommended the request with a unanimous vote, with no conditions.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
P&Z Commission

Attachments

Ordinance 1657-C

Backup Zone Case

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. 1657-C;** A ZONING CHANGE FROM **C-3** TO **CB-3 SPECIFIC USE** FOR **A MIXED-USE APARTMENT AND COMMERCIAL BUILDING WITH REDUCED PARKING**, ON **LOTS 8 THROUGH 12 AND THE EAST 21.92 FEET OF LOT 13, BLOCK 8, MCCRUMMEN 2ND 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. 1657-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-3** to **CB-3 Specific Use** for **a mixed-use apartment and commercial building with reduced parking** on **Lots 8 through 12 and the east 21.92 feet of lot 13, Block 8, McCrummen 2nd Addition,** City of Lubbock, Lubbock County, Texas, located at **2101 Avenue Q.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within

thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **C-3** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **2101 Avenue Q**, City of Lubbock, Lubbock County, Texas.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

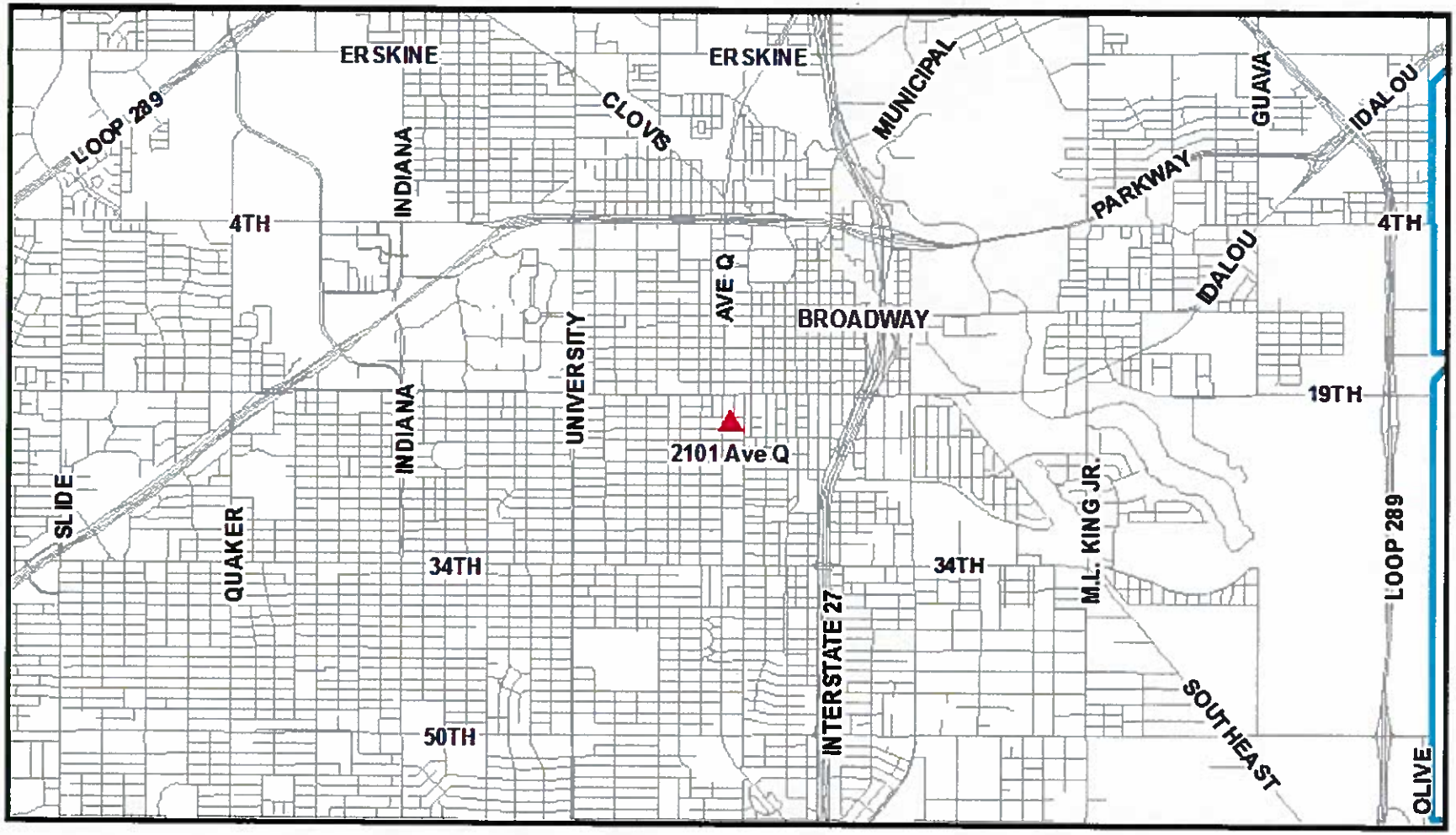
APPROVED AS TO CONTENT:

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Andrew Paxton, Director of Planning

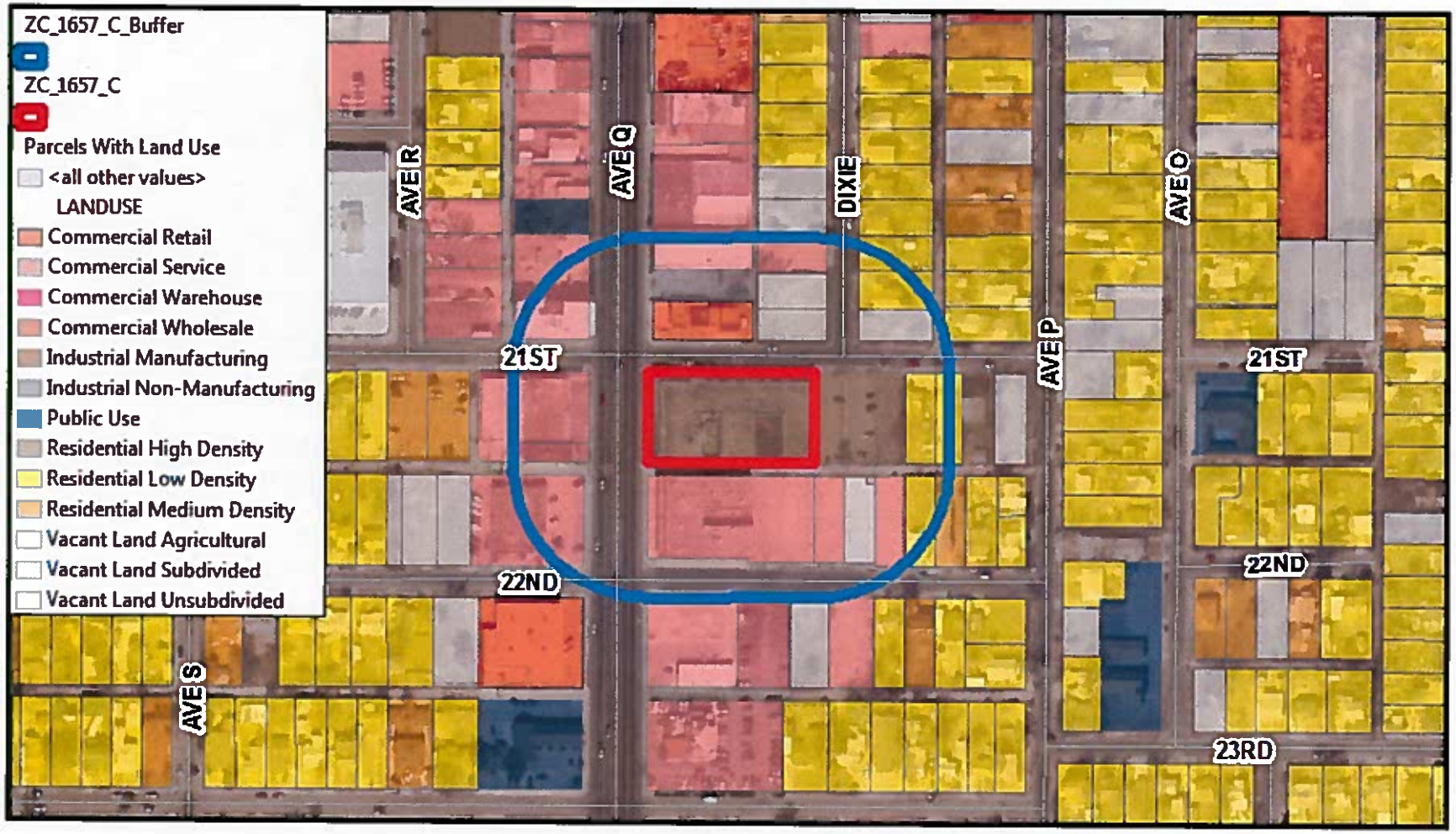
APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC1657-C
July 7, 2015

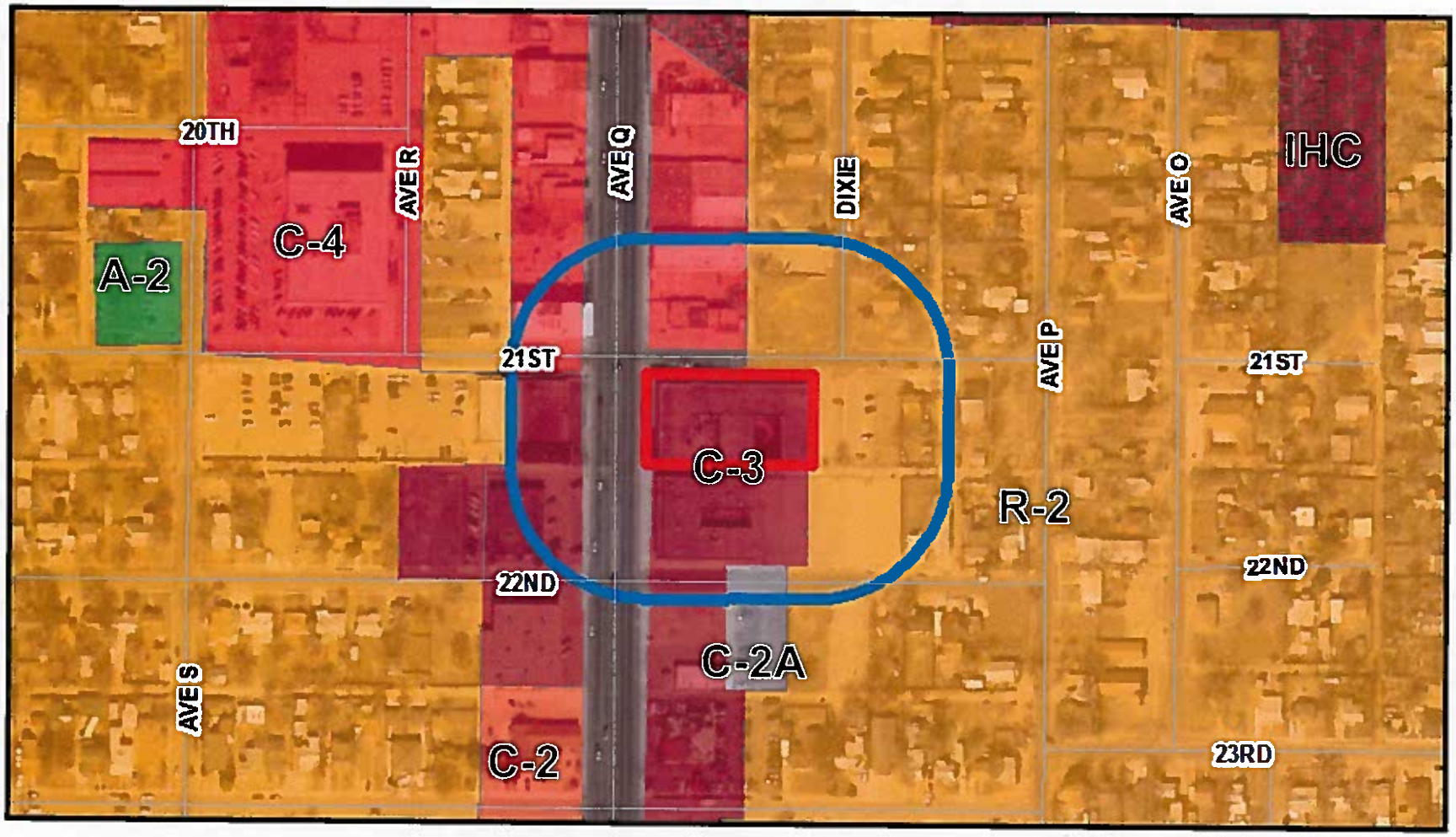


P.Z.C. Case 1657-C

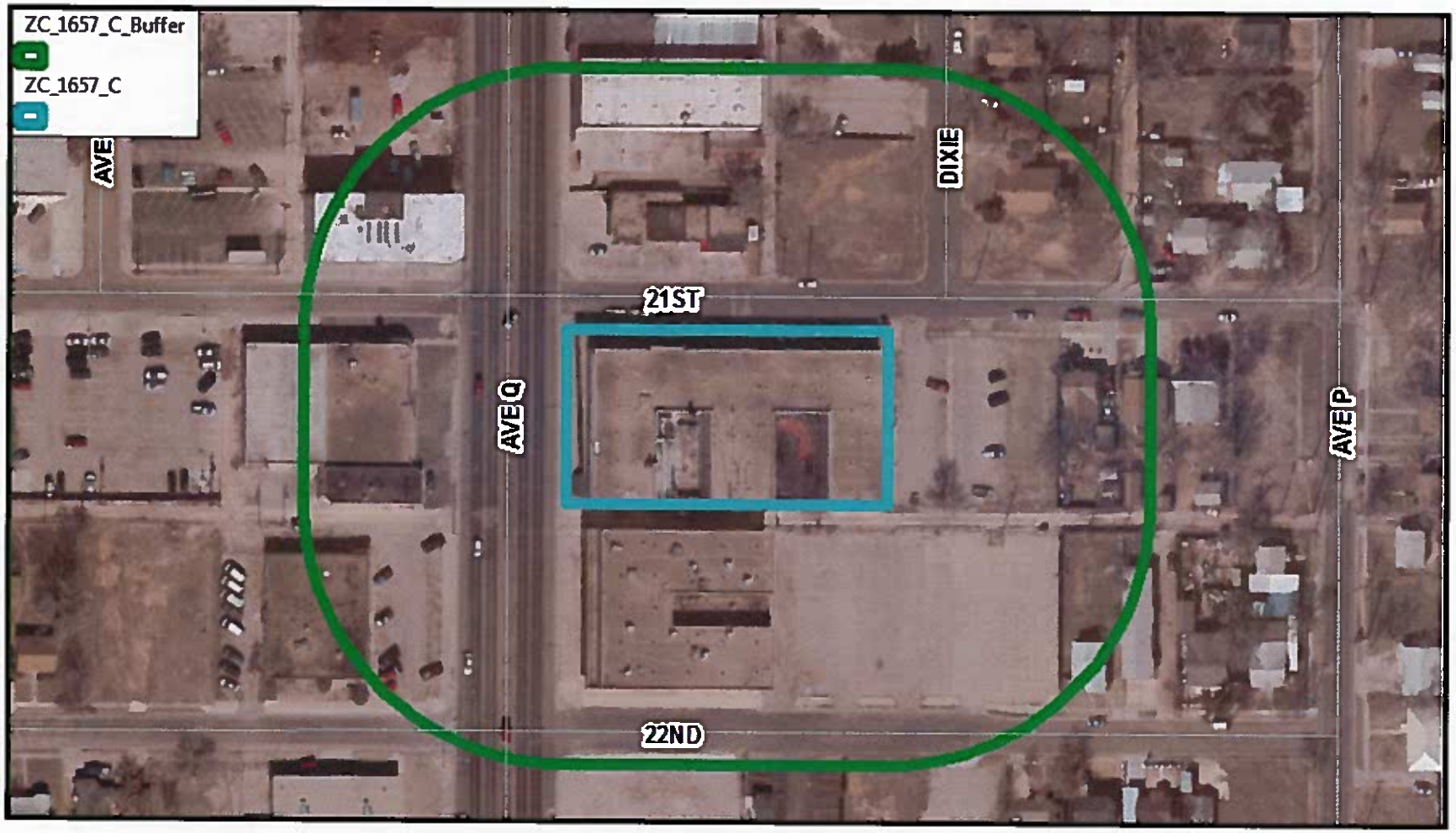


P.Z.C. Case 1657-C

Request of David Wood (for The Que Lubbock) for a zoning change from C-3 to CB-3 Specific Use, 2101 Avenue Q



P.Z.C. Case 1657-C Zoning



Dec. 2009 Aerial Photography

P.Z.C. Case 1657-C

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) DAVID WOOD

7013-61ST
Street/Post Office Box

LUBBOCK TX 79407
City State Zip

(806)-928-8888
Telephone

For THE QUE LUBBOCK

2101 AVENUE Q
Street/Post Office Box

LUBBOCK TEXAS 79411
City State Zip

( )
Telephone

Location or Address: 2101 AVENUE Q

Legal Description:*

Existing Land Use: _____ **Existing Zoning:** C-3

Acreage or Square Footage of Property: +-54,600SF

Zoning Requested: CB-3 Specific Use

Proposed Development: Apartments & commercial (effeciencies)

If property is not subdivided, will preliminary plat be submitted? Yes N/A 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: #478.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

For City Use Only

PIN: 37990 map1

Zone Case No.: 1657-C **Agenda No.:** 3

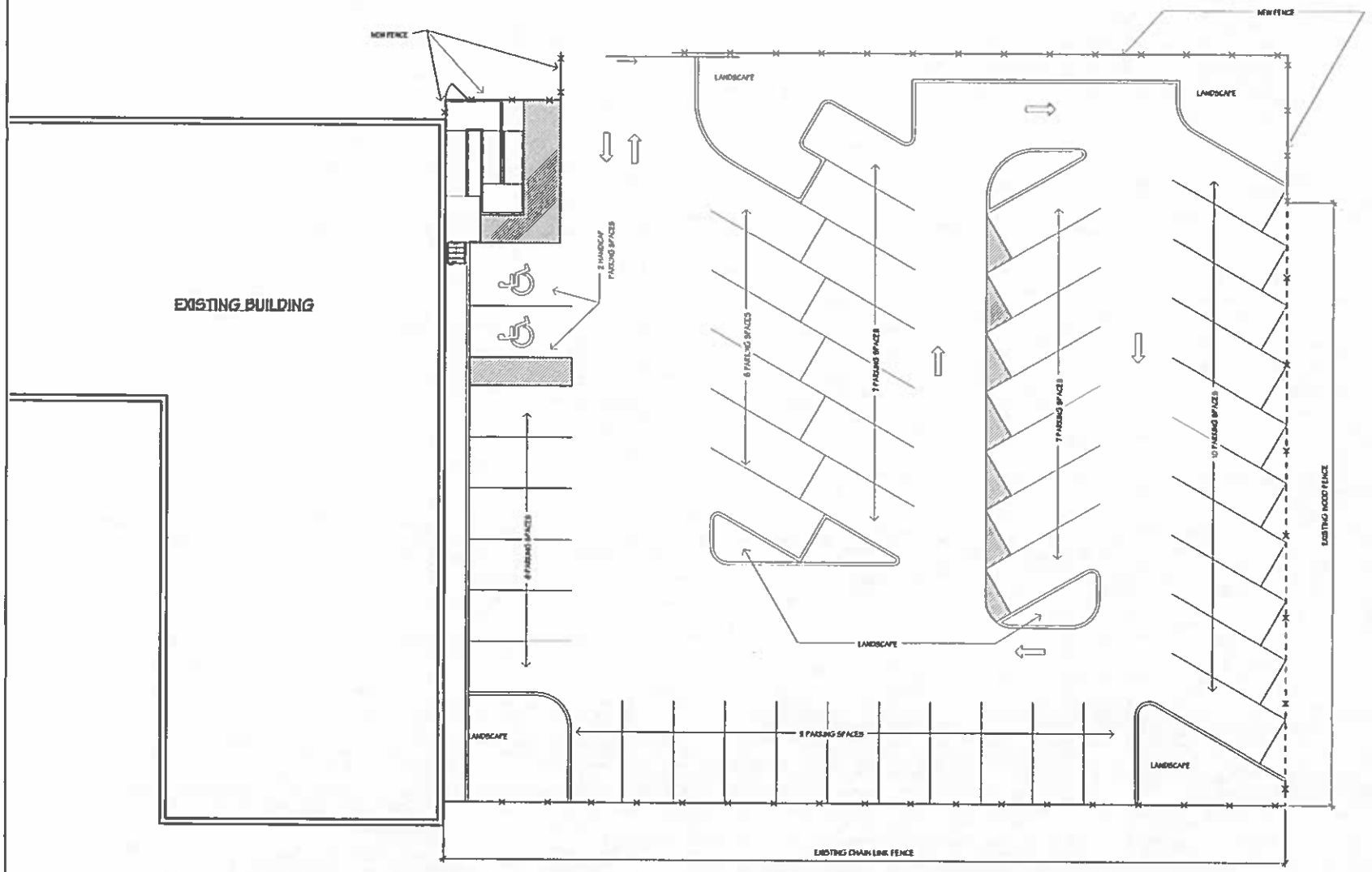
Request for zoning change from: C-3 **To:** CB-3 SP. USE

on Lot(s): 8 through 12 and E 21.92' lot 13 **Block(s):** 8

Subdivision: McCrummen 2nd **Address:** 2101 Ave Q

V5

47 PARKING SPACES + 2 HANDICAP SPACES = 49 TOTAL SPACES



Proposed Parking Layout

date:	issue:
06.04.2015	For Review

As- Built's for:

Lubbock Manor Apartments

2101 Ave. Q

Lubbock, TX 79411

partnership, inc
ARCHITECTS + INTERIORS + PLANNERS

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

W. SCOTT SCHELLHASE, AIA
TEXAS NO. 11062

4414
34th street
suite 101
lubbock, texas
79414-2313
806 794 4739
806 794 4857 (fax)

date:	project #
06.04.2015	15.2015

Proposed Parking Layout

sheet SP-1

A1 Existing First Floor Plan
project north
true north
INTERIOR RENOVATIONS TO:
Lubbock Manor Apartments
2101 Ave. Q
Lubbock, TX 79411
Existing First Floor Plan
A-1
sheet
date:
project #
issue:
09.04.2015 For Review



1 Existing Second Floor
(A-1.1) scale: 1/8" = 1'-0"

date:	issue:
06.04.2015	For Review

INTERIOR RENOVATIONS TO:
Lubbock Manor Apartments
Lubbock, TX 79411
2101 Ave. Q

PARKER/SHIPLOCK
ARCHITECTS • INTERIORS • PLANNERS

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

W. SCOTT SCHELLHASE, AIA
TEXAS NO. 19352

date:	project #
06.04.2015	15.2015

Existing Second Floor Plan

sheet A-1.1

1692 21st St
Lubbock, Texas

Street View - Jan 2013

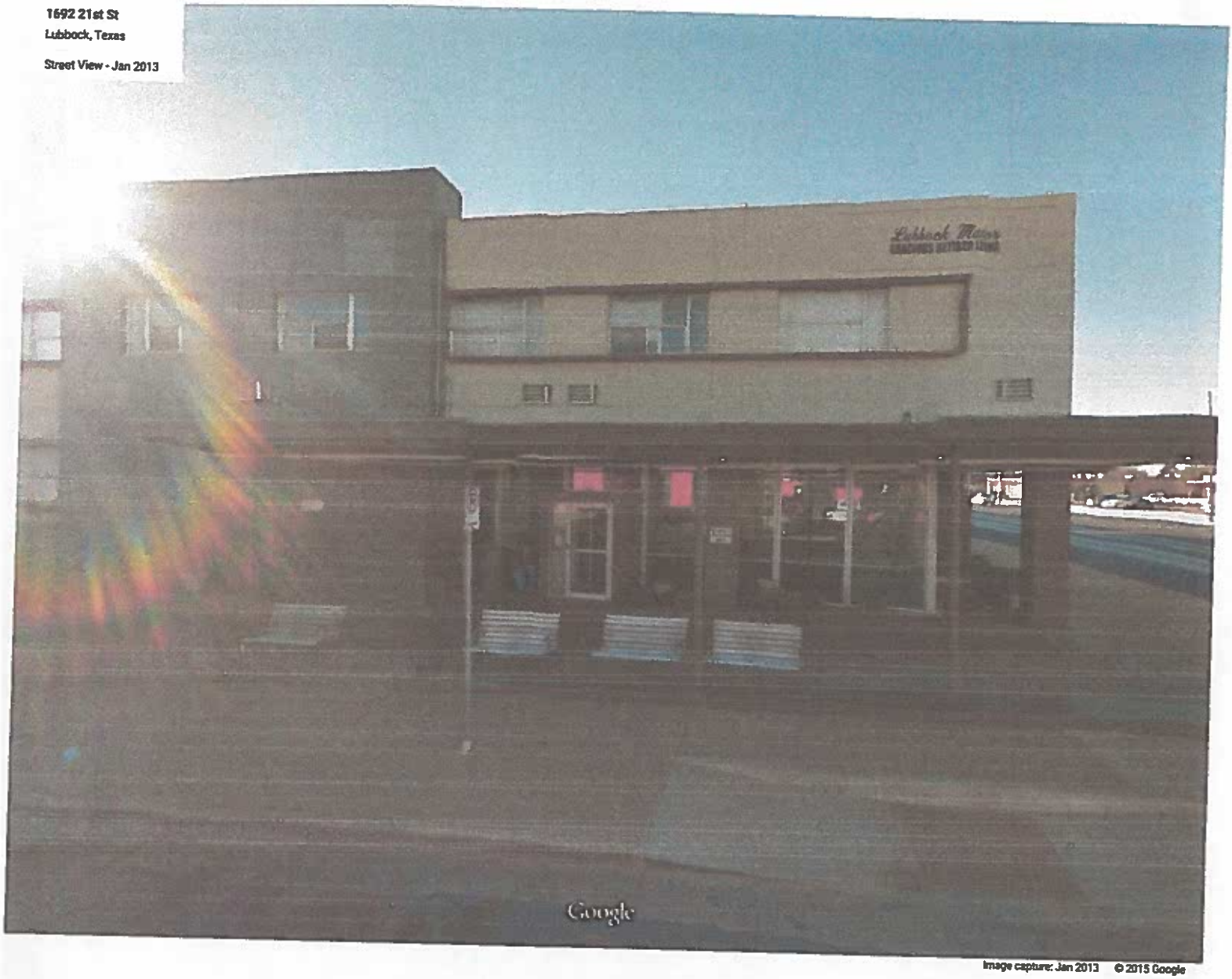
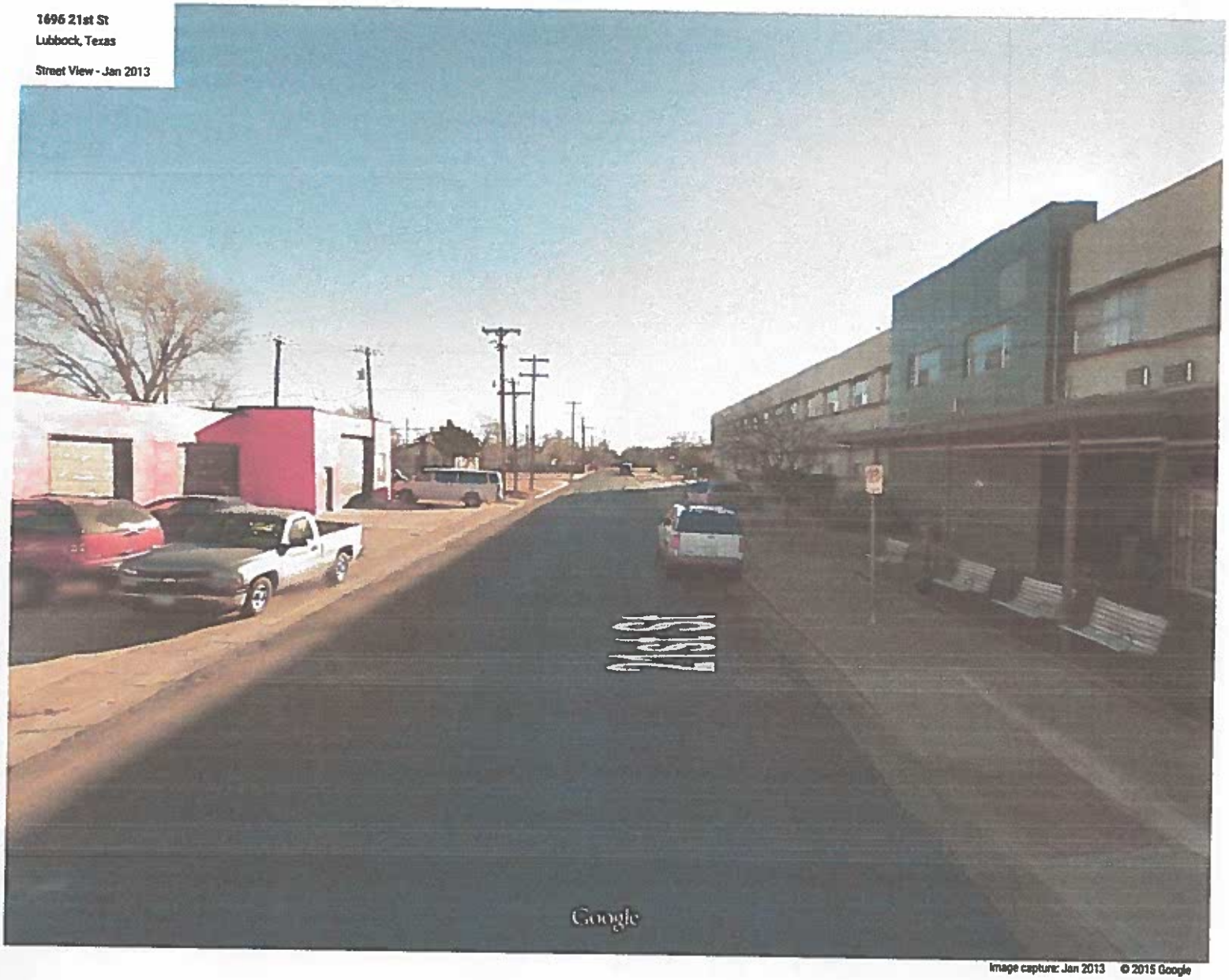
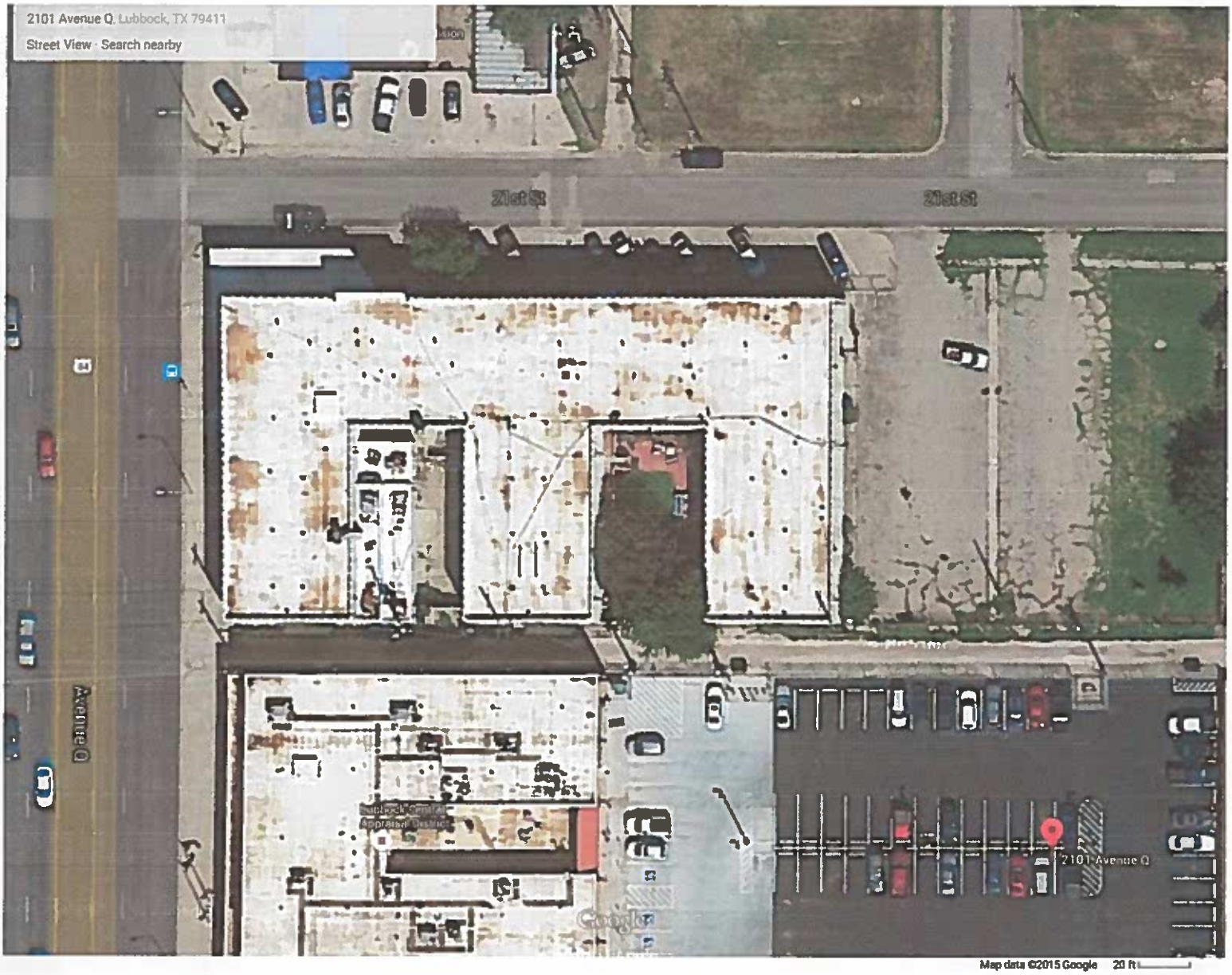


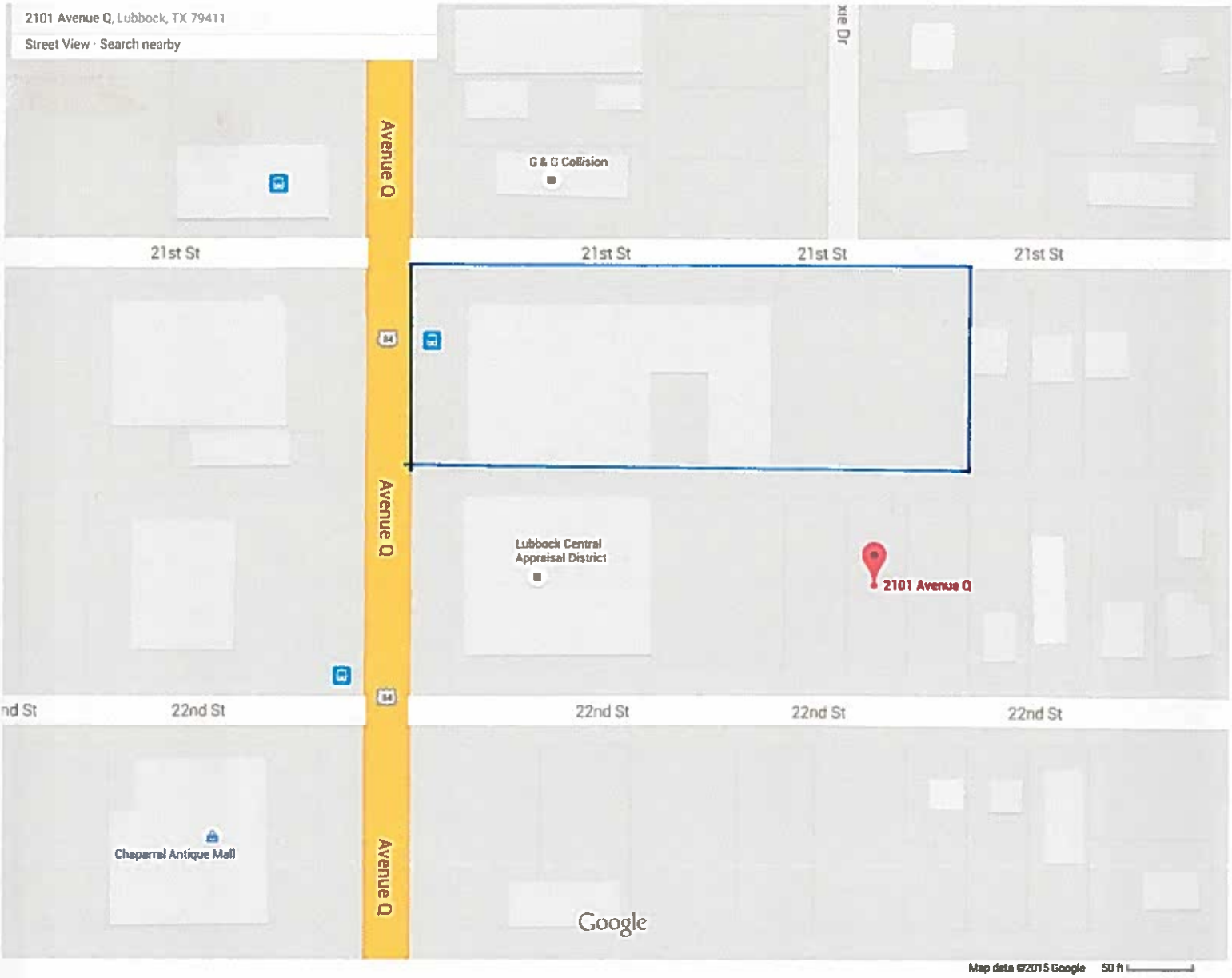
Image capture: Jan 2013 © 2015 Google

THE QUE LUBBOCK
2101 AVE Q
LUBBOCK TEXAS 79411


1696 21st St
Lubbock, Texas
Street View - Jan 2013
Google
Image capture: Jan 2013 © 2015 Google


1701 21st St
Lubbock, Texas
Street View - Dec 2012
21ST
AVENUE Q
Google
Image capture: Dec 2012 © 2015 Google


2101 Avenue Q, Lubbock, TX 79411
Street View · Search nearby
21st St
21st St
Avenue Q
2101 Avenue Q
Google
Map data ©2015 Google
20 ft



THE QUE LUBBOCK



EFFICIENCIES WITH KITCHENETTES

Regular City Council Meeting **7. 13.**

Meeting Date: 08/13/2015

Information

Agenda Item

Board Appointments - City Secretary: Consider nine appointments to the City of Lubbock Oil and Gas Advisory Review Committee (ARC).

Item Summary

Per Section 8.07.008, of the Code of Ordinances, the City has "created and established a city oil and gas advisory committee to be officially designated as the 'City of Lubbock Oil and Gas Advisory Review Committee,' hereinafter referred to as the 'ARC'."

Composition of 9 Members:

- 1 Petroleum Engineer
- 1 Lubbock Water Advisory Commission Member
- 1 Oil and Gas Industry Operator
- 1 Board of Health Member
- 5 Lubbock Citizens

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Ordinance - Oil and Gas

First Reading
February 26, 2015
Item No. 7.7

Second Reading
March 12, 2015
Item No. 5.19

ORDINANCE NO. 2015-O0021

AN ORDINANCE AMENDING ARTICLE 8.07 (OIL AND GAS DRILLING) OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, AMENDING PROVISIONS TO ENCOMPASS CURRENT STATE LAW AND PRACTICES, INCREASING THE OVERALL LIMITS FOR INSURANCE AND ESTABLISHING A MINIMUM INSURANCE RATING REQUIREMENT, INCREASING THE PENALTY FINE LIMIT, CREATING AN OIL AND GAS ADVISORY COMMITTEE AND PROVIDE FOR ITS REVIEW OF OIL GAS PERMIT APPLICATIONS, AMENDING PERMIT APPLICATION PROCEDURES AND REQUIREMENTS, AMENDING SETBACK STANDARDS, LIMITING THE HOURS OF OPERATION, INCREASING THE PERMIT APPLICATION FEE, REQUIRING A CLOSED LOOP SYSTEM FOR CERTAIN WELLS, ESTABLISHING REGULATIONS FOR HYDROGEN SULFIDE PRODUCING WELLS, ESTABLISHING REQUIREMENT FOR FRESH WATER WELL TESTING, AND CONFORMING THE ORDINANCE TO THE STANDARDS AND CONVENTIONS OF THE REMAINDER OF THE CODE OF ORDINANCES; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, on October 22, 1959, the City Council of the City of Lubbock, Texas, adopted Ordinance Number 2939 creating Chapter 19A Oil and Gas Drilling, a cumulative chapter for all other ordinances regulating oil and gas drilling within the city limits of the City of Lubbock, Texas; and

WHEREAS, on May 28, 1982, the City Council of the City of Lubbock, Texas, made substantial changes to the original Chapter 19A through its enactment of Ordinance Number 8327; and

WHEREAS, the City Council of the City of Lubbock, Texas, made minor amendments to these provisions through Ordinance Number 8632 on July 12, 1984, Ordinance Number 9170 on February 15, 1988, and Ordinance Number 2004-O0055 on May 25, 2004; and

WHEREAS, the State of Texas, through its primary oil and gas regulatory agency, the Railroad Commission, has issued numerous state permits under its statutes, regulations, and codes for the exploration, drilling, and production of oil and gas within the city limits; likewise, the City of Lubbock has also issued local permits under its ordinances for the exploration, drilling, and production of oil and gas within the city limits; and

WHEREAS, the oil and gas industry has recently grown at an increased rate in the State of Texas due to new technological developments and advancements in methods within the oil and gas industry, including recent methods of hydraulic fracturing and horizontal drilling; and

WHEREAS, the exploration, development, and production of oil and gas in the City of Lubbock, Texas, is an activity which necessitates reasonable regulation to ensure that all

property owners, mineral, and otherwise, have the right to peaceably enjoy their property and its benefits and revenues; and

WHEREAS, recognizing the need to remain vigilant and proactive in determining and establishing reasonable and uniform limitations, safeguards, and regulations, for present and future operations related to the exploring, drilling, developing, producing, and transporting, and storing of oil and gas within the City of Lubbock, Texas, the City Council of the City of Lubbock, in order to protect the health, safety, and general welfare of the public, wishes to minimize the potential impact to the property and mineral rights owners, to protect the quality of the environment, and to encourage the orderly production of available mineral resources; and

WHEREAS, on May 9, 2013, the City Council of the City of Lubbock, Texas, by resolution, created the Oil and Gas Citizen Advisory Committee to study and report back to the City Council of the City of Lubbock, Texas, with a thorough analysis of the current methods of exploration, development, and production of oil and gas, including methods of hydraulic fracturing and horizontal drilling, within the City of Lubbock, Texas, and further make detailed recommendations to the City Council of the City of Lubbock, Texas, of the necessary regulatory amendments to the current oil and gas ordinance and the permitting process in response to the analysis; and

WHEREAS, the Oil and Gas Citizen Advisory Committee met ten times in order to meet the charge given to them by the City Council of the City of Lubbock, Texas, and over the course of these meetings, it heard presentations from staff, the Lubbock Board of Health, representatives from the oil and gas industry, representatives from other municipalities, and several citizens of the City of Lubbock; and

WHEREAS, the Oil and Gas Citizen Advisory Committee voted on September 29, 2014, on its final recommended changes to the oil and gas ordinance; and

WHEREAS, the chair of the Oil and Gas Citizen Advisory Committee presented these recommendations to the City Council of the City of Lubbock on December 4, 2014; and

WHEREAS, the City Council of the City of Lubbock, Texas finds and determines that it is in the best interest of the health, safety, and welfare of the citizens of the City of Lubbock to make the following amendments to Chapter 8 of the Code of Ordinances of the City of Lubbock; NOW, THEREFORE,

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

SECTION 1. THAT, Article 8.07 (Oil and Gas Drilling) of the Code of Ordinances, City of Lubbock, Texas, is hereby repealed and the following provisions are enacted in its place and stead:

ARTICLE 8.07 OIL AND GAS DRILLING

Division 1. Generally

Sec. 8.07.001 Definitions

For the purposes of this article the following words and terms wherever and whenever used or appearing herein shall have the scope and meanings hereinafter defined and set out in connection with each.

City Manager shall mean the City Manager or his or her designee.

Lease as that term is used herein shall mean any tract of land subject to an oil, gas and mineral lease or other oil and gas development contract, or any unit composed of several tracts and leases, but operated as one lease, and any tract of land in which the minerals are owned by an operator or someone holding under it or him, but which, due to the free royalty ownership, is developed and operated as a separate tract.

Model operating agreement shall be contained within the current approved American Association of Petroleum Landmen form.

Permittee shall mean the person to whom is issued a permit for the drilling and operation of a Well under this article, and his administrators, executors, heirs, successors and assigns.

Production unit shall mean the acreage assigned to a unit by the operator of that unit and approved by the City Council, for the drilling of a Well. The declaration and approval of a production unit is deemed to unitize, or pool, all mineral rights within the unit. All owners who ratify or confirm such unit in accordance with this article shall participate on a pro-rata basis. The acreage, or tracts of land, to be assigned to a production unit shall be selected at the discretion of the owner or lessee seeking a permit under this article: A production unit, as defined herein, shall be forty (40) acres on contiguous tracts of land or some other amount of contiguous acreage as approved by the RRC in the adoption of field rules or similar action.

Reasonably Prudent Operator shall mean a person in the general conduct of its business exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaging in the same type of business in the same or similar circumstances and conditions in the Permian Basin area.

RRC shall refer to the Railroad Commission of Texas or its successor regulatory agency.

Unitize, *pool*, and *force pool* shall refer to the process of incorporating mineral rights for various tracts of land within one instrument (a

Declaration of Pooled Unit Agreement) for the purpose of forming the "production unit" defined in this section.

Well shall include and mean any hole or holes, bore or bores, to any sand, formation, strata or depth for the purposes of:

(1) Producing and recovering any oil, gas, liquid hydrocarbon, or any of them; or

(2) Cycling, pressure maintenance, water flood, secondary and/or tertiary operations.

All technical or oil and gas industry words or phrases used herein and not specifically defined shall have that meaning customarily attributable thereto by a Reasonably Prudent Operator.

Sec. 8.07.002 Applicability of federal and state laws

Any violation of laws of the state or any rules, regulations or requirements of any state or federal regulatory body having jurisdiction in reference to drilling, completing, equipping, operating, producing, maintaining or abandoning an oil or gas Well or related appurtenances, equipment or facilities, or in reference to fire walls, fire protection, blowout protection, safety protection or convenience of persons or property, shall also be a violation of this article and shall be punishable in accordance with the provisions hereof.

Sec. 8.07.003 Enforcement; Inspector

(a) The City Manager shall enforce the provisions of this article and shall have the authority to issue any orders, directives, warnings, or citations, required to carry out the intent and purpose of this article and its particular provisions. The City Manager may retain the services of an independent consultant to aid in the detection of violations and the enforcement of this article.

(b) The City Manager shall have the authority, in accordance with applicable law, to enter and inspect any premises covered by the provisions of this article to determine compliance with the provisions of this article and all applicable laws, rules, regulations, standards, or directives of the state. The City Manager shall conduct, at minimum, yearly inspections of any premises covered by the provisions of this article, in order to determine that all operations are in compliance with this article.

(c) The City Manager shall have the authority to request and receive any public records, including records sent to the RRC, reports and the like, relating to the status or condition of any permitted oil and gas Well necessary to establish compliance with the applicable oil and gas Well permit.

Sec. 8.07.004 Insurance required, amounts; indemnity

(a) In the event a permit is approved by the City Council under the terms of this article for drilling and operation of a Well, no permit shall be issued by the City Manager until the Permittee shall file with the City Manager a certificate of insurance in an amount and form as specified below. The Permittee shall carry a policy or policies of standard comprehensive public liability insurance, including contractual liability covering bodily injuries and property damage, naming the Permittee and the city as insureds, with an insurance company authorized to do business in the State of Texas. Such policy or policies shall contain a waiver of any and all of the insurer's rights to subrogation that any such insurer or insurers may acquire by virtue of payment of any loss under such insurance and shall specifically cover any and all damage or incidents that may occur in or to the city's right-of-way. All policies shall be written by an insurer with an AA rating or better rating by the most current version of the A.M. Best Key Rating Guide. Such policy or policies in the aggregate shall provide for the following minimum coverages:

Standard commercial general liability policy: Two million dollars ($2,000,000.00);

- Per occurrence: Two million dollars ($2,000,000.00);
- Per incident: Two million dollars ($2,000,000.00).

Excess or umbrella liability: Twenty million dollars ($20,000,000.00).
Environmental pollution liability coverage: Two million dollars ($2,000,000.00).
Control of Well: Two million dollars ($2,000,000.00).
Automobile liability insurance: One million dollars ($1,000,000.00).

(b) Permittee shall file with the City Manager certificates of such insurance as above stated, and shall obtain the written approval thereof by the City Manager, who shall act thereon within ten (10) days from the date of such filing. The insurance policy or policies shall not be cancelled without written notice to the City Manager at least thirty (30) days prior to the effective date of such cancellation. In the event such insurance policy or policies are cancelled, the permit granted shall terminate, and Permittee's rights to operate under such permit shall cease until Permittee files additional insurance as provided herein. Permittee shall maintain said

insurance for a period no less than five (5) years after drilling and/or production operations cease at any and all Well sites.

(c) Permittee shall be responsible for any and all damage that arises as a result of Permittee's drilling or production activities. Permittee shall promptly restore the streets, sidewalks and other public property of the city, which may be disturbed or damaged in the operations, to their former condition as determined by the city. Permittee shall promptly clear all premises of all litter, trash, waste, and other substances used, allowed or occurring in the drilling or production operations, and shall, after abandonment, grade, level and restore such property to the same surface condition, as nearly as possible, as existed when operations for the drilling of the Well or Wells were first commenced. If Permittee fails to restore any damage resulting from Permittee's activities and/or clean such premises, the city may conduct any and all repair and/or cleanup required to restore the premises and/or surrounding property the city finds is necessary. The city shall charge any costs of such cleanup or restoration to Permittee and Permittee shall promptly pay such costs. The city may revoke any and all of Permittee's outstanding permits and/or pursue any remedy available to the city by law if Permittee fails to provide payment for such costs. Permittee shall indemnify and hold the city harmless from any and all liability resulting from or attributable to the granting of such permit.

Sec. 8.07.005 Penalties

It shall be unlawful and an offense for any person to violate or neglect to comply with any provision hereof, irrespective of whether or not the verbiage of each section hereof contains the specific language that such violation or neglect is unlawful and is an offense. Any person who shall violate any of the provisions of this article, or any of the provisions of a drilling and operating permit issued pursuant hereto shall be deemed guilty of a misdemeanor and shall, on conviction thereof, be fined in accordance with state law designating the penalty for a violation of an ordinance that governs fire safety or public health and sanitation; and the violation of each separate provision of this article, and of such permit shall be considered a separate offense, and each day's violation of each separate provision thereof shall be considered a separate offense.

Sec. 8.07.006 Cease and desist order; revocation or suspension of permit; appeal

(a) Cease and desist order. If, at any time, any operator is in violation of any of the provisions of this article, the City Manager may order compliance and set a reasonable period of time for same. If compliance is not obtained within the time period specified, the City Manager shall

order, in writing, the operator to cease and desist operation of the Well immediately. The operator shall immediately comply with the order of the City Manager to cease and desist and shall not resume any operation at the site affected unless and until the written approval of the City Manager is obtained.

(b) Grounds for suspension or revocation of permit. The City Manager may, in writing, with ten (10) days' notice, suspend or revoke any permit issued under the provisions of this article upon finding any of the following:

(1) A Permittee has failed, neglected or refused to perform, comply with and abide by any of the conditions of the permit;

(2) That Permittee has failed or neglected or refused to comply with or abide by or has in any way violated any of the provisions of this article, or of any other ordinance of the city, or any other law, rule, order or regulation either directly or indirectly, by reason of or in connection with or incidental to his conduct of oil operations;

(3) If Permittee shall have made any willful misrepresentation of facts in any application for any such permit, or in any record required by this article to be filed or furnished by Permittee;

(4) Failure to comply with a cease and desist order issued by the City Manager.

(c) Effect of suspension or revocation of permit. No person shall carry on any operations performed under the terms of any permit during any period of permit suspension or revocation, or pending a judgment of the court upon any application for writ taken to review the decision or order of the city in suspending or revoking such permit; provided, however, that nothing therein contained shall be construed to prevent the performance of such operation as may be necessary in connection with a diligent and bona fide effort to cure and remedy the default, or violation for which the suspension or revocation of the permit was ordered, or such operation as necessary for the safety of persons or as required by the City Council.

(d) Appeals. Any person or entity whose oil and gas permit has been revoked may, within thirty (30) days of the decision of the City Manager, file a written appeal to the City Council in accordance with the following procedure:

(1) The City Council shall have and exercise the power to hear and determine appeals where it is alleged there is error or abuse of

discretion regarding the revocation of any permits issued hereunder as provided by this article.

(2) An appeal shall be in writing and shall be filed in triplicate with the City Manager. The grounds for appeal must be set forth specifically and the error described by the appellant.

(3) The City Manager shall transmit to the City Council all papers involved in the proceedings. In addition, the City Manager shall make and transmit to the City Council such supplementary reports as may be deemed necessary to present the facts and circumstances of the case. Copies shall be mailed to the appellant prior to the hearing.

(4) The City Manager shall place the matter on the agenda of a regularly scheduled City Council meeting for hearing and give notice by mail of the time, place, and purpose thereof to appellant, and any other party who has requested in writing to be so notified. No other notice need be given; provided, however, that the hearing shall not take place any sooner than ten (10) days after notice has been sent to the appellant.

Sec. 8.07.007 Unitization encouraged

Voluntary unitization is encouraged in order to allow the efficient recovery of oil and gas by the owner or lessee of an interest in oil and gas beneath a tract of land in the City of Lubbock, Texas, and to prevent the safety problems of multiple Well drilling.

Sec. 8.07.008 Oil and Gas Advisory Review Committee

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

(b) Composition; appointment and terms of members. The ARC shall be composed of nine (9) members, of which shall include one (1) Petroleum Engineer, one (1) member of the Lubbock Water Advisory Commission, one (1) Oil and Gas Industry Operator, one (1) member of the City of Lubbock Board of Health, and five (5) members appointed from the community at-large. Each member of the Committee shall be a resident citizen of the City of Lubbock. The City Council shall appoint all members to the board, and the City Council shall select and name the chairperson of the Committee.

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

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

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

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

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

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

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

Secs. 8.07.009–8.07.030 Reserved

Division 2. Permit

Sec. 8.07.031 Required; issuing authority

(a) It shall be unlawful and an offense for any person to prepare any site, to commence to drill, or to operate any oil and/or gas Well within the city limits prior to the City Council consideration and without a permit issued by the City Manager for the site preparation, drilling, and the operation of such well-being approved by the authority of the City Council in accordance with the terms of this article.

(b) It shall be unlawful to drill or rework a Well for disposal or injection of salt water or other impurities brought to the surface during the operation of an oil and/or gas Well or for secondary and/or tertiary recovery operations within the corporate limits of the city without first obtaining a permit in accordance with state law.

Sec. 8.07.032 Standards

(a) In all cases where the applicant for a permit under this division has fifty (50) percent or more of the acreage in the proposed production unit under Lease which Lease or Leases were executed on or before May 13, 1982, and the application is filed with the City Manager on or before May 14, 1984, the following standard shall apply:

No Well shall be drilled and no permit shall be issued for any Well to be drilled at any location which is nearer than one hundred fifty (150) feet of any residence or commercial building without the applicant having first secured the written permission of the owner or owners thereof and no crude oil storage tank or tanks shall be erected or maintained within one hundred fifty (150) feet of any residence or commercial building without the applicant having first secured written permission of the owner or owners thereof.

The burden of proving that leases were executed on or before May 13, 1982, shall be upon the applicant. The applicant may discharge this burden in the following manner:

(1) Submit a sworn affidavit with the application listing the leases that are filed of record in the office of the county clerk making reference to the volume and page number where said leases are on file.

(2) A true and correct copy of a Lease showing the date of execution and acknowledgement shall be filed with the application for leases that have not been filed of record in the office of the county clerk.

(b) All drill sites that do not meet the requirement in subsection (a) above shall be subject to the following conditions and standards:

(1) No oil or gas Well shall be located closer than six hundred (600) feet of an existing residential structure, or an existing commercial structure, or an existing church, public or private school, hospital, nursing home, college or university, daycare center, or public athletic field, or an existing domestic fresh water well, or property zoned or proposed by the Lubbock Comprehensive Plan as residential or commercial, without the applicant first having secured the written permission of the owner/owners thereof;

(2) No facility for the purpose of storing hydrocarbons shall be located closer than one thousand (1,000) feet of an existing residential structure, or an existing commercial structure, or an existing church, public or private school, hospital, nursing home, college or university, daycare center, or public athletic field; and

(3) If the written consent of all of the real property owners cannot be secured, the City Council may approve a permit in accordance with this article.

(c) Continuing maintenance of all landscape materials required by this article or the City Council shall be the responsibility of the Permittee.

(d) Any written permission required herein shall be provided as part of the permit application.

(e) An oil and gas Well permit does not create a property interest or a vested right in the Permittee. This article of the Code of Ordinances, City of Lubbock, Texas, creates no property interest or right of entitlement of any kind.

Sec. 8.07.033 Application; filing fee; required information

Each application shall be presented in the format most recently approved by the City Council. Every application for a permit to drill and operate a Well shall be in writing, signed by the applicant or by some person duly authorized to sign on his behalf, and it shall be filed with the City Manager and be accompanied with a filing fee. The filing fee for the application shall be two thousand five hundred dollars ($2,500.00), until such time as the City Council adjusts the fee in accordance with the provisions of Section 1.03.004 of this code. A separate application must be filed by each applicant for each Well to be drilled and operated. Each application shall include the following information in full:

(1) The date of the application;

(2) Name of the applicant;

(3) Address of the applicant;

(4) For the parcel of property where the Well is drilled:

(A) Proposed name of Well;

(B) Name and address of surface owner;

(C) Name and address of mineral rights owner;

(D) Name and address of mineral Lease owner; and

(E) Legal description of the site for the Well (plat description or metes and bounds bearings).

(5) Type and height of the pump jack or pump equipment proposed for producing the Well;

(6) Proposed depth of the Well and name of the geologic formation as used by the RRC;

(7) A legal description of the production unit. Any property recorded by plat should reference subdivision, block and lot numbers;

(8) A true and correct copy of the Plat Survey filed with the RRC as part of the drilling permit application for the subject Well;

(9) An accurate map or drawing at a scale of 1/300 or greater to indicate the exact location of the proposed flow line(s) to storage facilities and shall indicate the exact location of such storage facilities on the map;

(10) The following, including exact acreage and if within a plat approved by the Lubbock Planning and Zoning Commission, provide the subdivision name, block and lot number, and:

(A) Ownership of surface acreage for each parcel in the production unit;

(B) Ownership of mineral rights for each parcel in the production unit;

(C) Ownership of surface acreage for each parcel abutting the production unit;

(D) Ownership of mineral rights for each parcel abutting the production unit;

(E) Name and address of each owner of any parcel of property within three hundred (300) feet of the proposed wellhead; and

(F) Name and address of each owner of any parcel of property within one thousand (1,000) feet of the proposed storage facility.

(11) Alternate location of the Well due to adjacent land uses;

(12) Air-pollution and odor-control devices;

(13) Noise-control devices;

(14) Type of engine for the pump equipment;

(15) Height of the pump equipment during production;

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

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

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

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

(20) Blowout prevention control;

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

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

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

(24) Location of storage facilities;

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

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

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

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

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

Sec. 8.07.034 Issuance or refusal to issue

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

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

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

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

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

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

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

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

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

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

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

(3) Noise-control devices;

(4) Type of engine for the pump equipment;

(5) Height of the pump equipment during production;

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

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

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

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

(10) Blowout prevention control;

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

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

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

(14) Location of storage facilities;

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

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

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

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

(19) An emergency response plan establishing written procedures to minimize any hazard resulting from the drilling, completion, or

producing of a Well. Said plan shall use existing guidelines established by the RRC, the Texas Commission on Environmental Quality, the Texas Department of Transportation, the U.S. Department of Transportation, the Environmental Protection Agency, and/or the City of Lubbock fire code. This plan shall include a system of alarms to detect the loss of the Well or any loss of containment integrity, access routes, and emergency contact information. A copy of the emergency response plan shall be kept on file with the City Manager and on-site. Said emergency response plan shall be updated annually.

(g) Each permit issued under this article shall:

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

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

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

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

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

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

Sec. 8.07.035 Termination

When a permit shall have been issued, the same shall terminate and become inoperative without any action on the part of the city, unless within one hundred eighty (180) days from the date of issuance actual drilling of the Well shall have commenced. The cessation for a like period of the drilling operations or the cessation of the production of oil or gas from the Well after production shall have commenced shall operate to terminate and cancel the permit, and the Well shall be considered as abandoned for all purposes of this article, and it shall be unlawful thereafter to continue the operation or drilling of such Well without the issuance of another permit.

Sec. 8.07.036 Supplemental for deep drilling

(a) Once any Well has either been completed as a producer or abandoned as a dry hole, it shall be unlawful and an offense for any person to drill such Well to a deeper depth than that reached in the prior drilling operations without the Permittee as to such Well obtaining a supplemental permit after filing a current supplemental application with the City Manager specifying:

(1) The then condition of the Well and the casing therein;

(2) The depth to which it is proposed such Well be deepened;

(3) The proposed casing program to be used in the connection with proposed deepening operations; and

(4) Evidence of adequate current tests showing that the casing strings in such Well currently pass the same tests as are in this article provided for in case of the drilling of the original Well.

(b) In the event the City Council is satisfied that such Well may be deepened with the same degree of safety as existed in the original Well, a

supplemental permit may be issued authorizing the deepening and operation of the Well to such specified depth as applied for upon payment of a supplemental permit fee. The filing fee for the application shall be two hundred fifty dollars ($250.00), until such time as the City Council adjusts the fee in accordance with the provisions of Section 1.03.004 of this code. In any deeper drilling or any deeper completion of any deeper production operations, the Permittee shall comply with all other provisions contained in this article and applicable to the drilling, completion and operation of a Well or Wells.

Sec. 8.07.037 Drilling in parks, streets, and alleys; obstructions

No Well shall be drilled in any public park established or maintained by the City unless authorized in accordance with state law. No Well shall be drilled and no permit shall be issued for any Well to be drilled at any location which is within any of the streets or alleys of the city, or in a projected highway and street or alley, and no street or alley shall be blocked or encumbered or closed in any drilling or production operation.

Sec. 8.07.038 Conduits on streets and alleys

No Permittee shall make any excavations or construct any lines for the conveyance of fuel, water or minerals, on, under or through the streets and alleys of the city, without express permission of the City Council, in writing, and then only in strict compliance with the ordinances of the city.

Secs. 8.07.039–8.07.070 Reserved

Division 3. Standards and Practices

Sec. 8.07.071 Operations and equipment; best practices; standards

All drilling and operation at any Well performed by a Permittee under this article shall be conducted in accordance with the best practices of the Reasonably Prudent Operator. All casing, valves, and blowout preventers, drilling fluid, tubing, bradenhead, Christmas tree, and wellhead connections shall be of a type and quality consistent with the best practices of such Reasonably Prudent Operator. Setting and cementing casing and running drill stem tests shall be performed in a manner and at a time consistent with the best practices of such reasonably prudent operation. Each Permittee under this article shall observe and follow the recommendations and/or regulations of the American Petroleum Institute and the RRC.

Sec. 8.07.072 Hours of Operation

No construction activities involving excavation of, alteration to, or repair work on any access road or pad site shall occur except between the hours of 7:00 a.m. and 7:00 p.m. Truck deliveries of equipment and materials associated with drilling and/or production, Well servicing, site preparation and other related work conducted on the Well site shall be limited to the hours between 7:00 a.m. to 7:00 p.m. except in cases of fires, blowouts, explosions and any other emergencies or where the delivery of equipment is necessary to prevent the cessation of drilling or production. Fracturing operations and flaring shall be limited to the hours between 7:00 am and 7:00 pm.

Sec. 8.07.073 Derrick and rig; watchman

All engines on any drill site or production equipment shall have adequate mufflers and spark arrestors. No drilling rig or derrick shall remain at the drill site for a period longer than thirty (30) days after completion, abandonment, or reworking of the Well. The Permittee shall keep a watchman or workman on premises at all times from commencement of drilling until the Well is abandoned and plugged or completed as a producer and enclosed with a fence.

Sec. 8.07.074 Pits

(a) Drilling mud, cuttings, liquid hydrocarbons and all other field waste derived or resulting from or connected with the drilling, reworking or deepening of any Well shall be discharged into above ground tanks (closed loop mud system) if the Well bore is located within five hundred (500) feet of an occupied residential or commercial structure, or an existing church, public or private school, hospital, nursing home, college or university, daycare center or public athletic field, or domestic water Well.

(b) Earthen pits may be used in connection with drilling and reworking operations located at a greater distance than five hundred (500) feet of an occupied residential or commercial structure, or an existing church, public or private school, hospital, nursing home, college or university, daycare center or public athletic field or domestic water well. Any earthen pits shall, as a minimum requirement, be lined with six (6) inches of bentonite clay and a plastic liner of eight (8) mil thickness. Such tanks or pits and contents shall be removed from the premises and the drilling site within thirty (30) days after completion of the Well. Removal of the tanks or pits and contents shall be accomplished in such a manner as will preclude any possible contamination of underground and percolating water.

Sec. 8.07.075 Cleanliness and sanitation

The premises of the drill site and the storage facility for production from the Well under this application/permit shall be kept in a clean and sanitary condition free from rubbish of every character, to the satisfaction of the City Manager, at all times drilling operations are being conducted, and as long thereafter as oil and/or gas is being produced therefrom. Any litter, trash, or waste shall be cleared from the premises immediately, and any spills shall also be cleared immediately. All production equipment, including, but not limited to, pumping units, storage units, storage tanks, buildings, and structures on the site, shall be painted a neutral color and shall be maintained for appearance at all times. The Permittee shall provide a sign no larger than eighteen (18) inches square and attached to the fence surrounding the Well site, posting the name, address, and telephone number of a party in Lubbock, Texas, responsible for maintaining the site. It shall be unlawful for any Permittee, his agent or employee to permit within the corporate limits of the city any mud, water, waste oil, slush or other waste matter from any slush pit, storage tank, or oil and/or gas Well located within the corporate limits of the city, or from any premises within the city, developed or being developed for oil and/or gas purposes, to escape into the alleys, streets, lots, land or leases within the corporate limits of the city.

Sec. 8.07.076 Mufflers required

Motive power for all operations after completion of drilling operations shall be electricity, or properly muffled gas, gasoline or diesel engines.

Sec. 8.07.077 Storage tanks, separators

(a) It shall be unlawful and an offense for any person to use, construct or operate, in connection with any producing Well within the city limits, any crude oil storage tanks or produced water tanks, except to the extent of two (2) low-type steel tanks for oil storage, not exceeding five hundred (500) barrels' capacity each and so constructed and maintained as to be vaportight with appropriate safety or pressure release devices and level control devices. A Permittee may use, construct and operate a steel conventional separator, and such other steel tanks and appurtenances as are necessary for treating oil with each of such facilities to be so constructed and maintained as to be vaportight. Each oil, gas separator shall be equipped with both a regulation pressure relief safety valve and a bursting head. All such tanks shall be placed upon a suitable earth or concrete pad and shall be equipped with lightning arrestor systems.

(b) The tank or tanks shall be enclosed with a conventional type fire wall constructed of compacted earth; sufficient water shall be used during the fire wall construction to assure adequate compaction.

(c) The fire wall enclosing the tanks shall have a minimum capacity equal to two (2) times the volume of the tanks enclosed. Drip pots shall be provided at the pump out connection to contain the liquids from the storage tanks.

(d) The top or crown of the fire wall shall have a minimum height of three (3) feet above normal ground elevation.

(e) The tanks shall be recessed within the fire wall enclosure to such depth that will assure them being practically "sight clear" when viewed from without the fenced enclosure.

(f) The separators shall be installed for operation in a horizontal or vertical position, height not to exceed ten (10) feet above tank level.

(g) Any oil or gas produced may be transported outside of the city limits by underground pipelines.

(h) Each storage tank and/or separator shall be enclosed by a substantial cyclone fence a minimum of eight (8) feet in height and properly built so as to ordinarily keep persons and animals out of the enclosure, with all the gates thereto to be kept locked when the Permittee or his employees are not within the enclosure.

(i) Any site that produces more than one barrel of condensate per day shall install a vapor recovery unit on the site.

Sec. 8.07.078 Fences

Any person who completes any Well as a producer shall have the obligation to enclose such Well, together with its surface facilities, by a substantial cyclone fence sufficiently high and properly built so as to ordinarily keep persons and animals out of the enclosure, with all gates to be kept locked when the Permittee or his employees are not within the enclosure.

Sec. 8.07.079 Nuisances; best practices

All oil operations, drilling and production operations shall be conducted in such a manner as to eliminate, as far as practicable, dust, noise, vibration or noxious odors and shall be in accordance with the best accepted practices incident to exploration for, drilling for and production of oil, gas

and other hydrocarbon substances. Proven technological improvements in exploration, drilling and production methods shall be adopted as they become, from time to time, available, if capable of reducing factors of nuisance and annoyance.

Sec. 8.07.080 Fire prevention; escape of gas; burning or flaring gas

(a) No Permittee engaged in the drilling or operation of an oil and/or gas Well within the corporate limits of the city shall permit gas to escape into the air, or flare or burn gas from a torch or any similar means within the corporate limits of the city; provided, gas may be burned for a limited time when necessary to complete an oil and/or gas Well upon the original completion or upon the recompletion of workover jobs upon oil and/or gas Wells, so long as the same does not constitute a fire hazard to the property of others within the vicinity of such oil and/or gas Well. Such vent or open flame shall be screened with a flare bonnet or other similar device in such a way as to minimize detrimental effects to adjacent property owners. Operator shall provide notice to the Fire Marshal prior to any open flaring. No gas may be flared between the hours of 7:00 p.m. and 7:00 a.m., except in case of an emergency.

(b) All material safety data sheets (MSDS) for all hazardous materials that will be located, stored, transported, and/or temporarily used on the operations site shall be kept on site. All hazardous materials shall be safely stored according to any applicable federal, state, or local laws, rules, and regulations. Adequate firefighting apparatus and supplies, approved by the fire department of the city shall be maintained on the drilling site at all times during drilling and production operations at the operator's cost. The operator shall be responsible for the maintenance and upkeep of such equipment. Each Well shall be equipped with an automated valve that closes the Well in the event of an abnormal change in operating pressure. All Well heads shall contain an emergency shut-off valve to the Well distribution line. Emergency personnel must have access to the site. All machinery, equipment, and installations on all drilling sites within the city limits shall conform with such requirements as may from time to time be issued by the fire department of the city.

(c) The fire marshal shall receive written notice from the applicant a minimum of one (1) week prior to commencing active drilling, and notified again upon termination of drilling activities. The applicant shall provide a copy of such notice to the City Manager a minimum of one (1) week prior to commencing active drilling, and upon termination of drilling activities.

(d) If required by the RRC, equipment for the monitoring of hydrogen sulfide ("H_2S") gas shall be used during drilling.

(e) Within sixty (60) days after completion, and annually thereafter, operator shall submit to the City Manager results of testing to determine the concentration of H_2S produced from the Well. If the results of the H_2S testing proves to be 100 PPM H_2S or greater, the operator is responsible for determining the 100 PPM H_2S radius of exposure for each Well and production facility. Wells and facilities where the concentration of H_2S is equal to or greater than 100 PPM will be considered "Sour." Safety systems described herein must be approved by the fire marshal.

(1) The following safety alarms and equipment are required at the Well site of all Wells that are capable of producing at an average rate sustained over a three-month period of at least 125 barrels of oil per day and/or 300 MCF of gas per day and for "Sour" Wells whose 100 PPM H_2S radius of exposure is greater than fifty (50) feet:

(A) H_2S monitors located along the fencing;

(B) Automated audible alarms to provide warnings for a substantial drop in pressure or for the presence of H_2S in concentrations greater than 100 PPM;and

(C) Automated valve to shut-in production from the Well if a substantial drop in pressure or if the presence of H_2S in concentrations greater than 100 PPM is detected.

(2) The following safety alarms and equipment are required at Sour tank battery facilities that are capable of producing at an average rate sustained over a three-month period of at least 125 barrels of oil per day and/or 300 MCF of gas per day and for Sour Wells whose 100 PPM H_2S radius of exposure is greater than fifty (50) feet:

(A) H_2S monitors located along the fencing;

(B) Automated audible alarm to provide warnings for the presence of H_2S in concentrations greater 100 PPM; and

(C) An electrical device capable of shutting down power to all "Sour" Wells producing into the battery in the event H_2S in concentrations great than 100 PPM is detected.

Sec. 8.07.081 Salt water disposal

(a) Unless otherwise permitted by law, salt water disposal Wells shall not be allowed or permitted within the corporate limits of the city.

(b) Permittee shall make adequate provisions for the disposal of all salt water or other impurities which he may bring to the surface. Such disposal shall be made in such manner as to not contaminate the fresh water supply, present or prospective, or to injure surface vegetation. The Permittee shall promptly restore or make restitution for any damage caused by the Permittee, intentional or accidental, of the water supply or surface vegetation at and adjacent to the drill site or oil/gas storage site.

Sec. 8.07.082 Water Well testing

(a) At the written request of a surface owner to the Permittee, a third party contractor shall collect and analyze a pre-drilling, a post-drilling, and a post-fracturing water analysis from any existing fresh water wells within three hundred (300) feet of an oil and gas Well. The cost of such analysis fees and charges assessed by the third party contractor shall be borne by the Permittee.

(b) Well samples shall be collected and analyzed prior to any drilling activity to document baseline water quality data of the well. A post-drilling sample shall be collected and analyzed after the conclusion of drilling of each well. A post fracturing sample shall be collected and analyzed after the conclusion of each fracturing operation.

Sec. 8.07.083 Abandonment; plugging; precautionary measures

Whenever any Well is abandoned, it shall be the obligation of the Permittee and the operator of the Well to set a three hundred eighty-five (385) foot cement plug in the bottom of the surface casing with the bottom of the plug one hundred (100) feet below the surface casing section, and the top of the plug one hundred (100) feet above the surface casing section; and to set a fifty-foot cement plug in the top of the surface casing. No surface or conductor string of casing may be pulled or removed from a Well. During initial abandonment operations it shall be the obligation of the Permittee and the operator of the Well to flood the Well with mud-laden fluid weighing not less than ten (10) pounds per gallon, and the Well shall be kept filled to the top with such mud-laden fluid at all times. Mud-laden fluid of the above specifications shall be left in the Well bore below and between cement plugs. Any additional provisions or precautionary measures prescribed by the State of Texas, in connection with the abandonment and plugging of a Well, shall be complied with by the Permittee. The Well site shall be restored to the original condition of the land, including any displaced landscaping and topsoil.

SECTION 2. THAT, unless otherwise provided herein, a violation of any provision of this Ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock.

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

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

SECTION 5. THAT this Ordinance shall become effective, except as may otherwise be provided herein, from and after its publication as provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this 26th day of February, 2015.

Passed by the City Council on second reading this 12th day of March, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

Laura Pratt, Assistant City Attorney

Regular City Council Meeting **7. 14.**

Meeting Date: 08/13/2015

Information

Agenda Item

Board Appointments - City Secretary: Consider naming the Chairperson of the Oil and Gas Advisory Review Committee.

Item Summary

The Oil and Gas Advisory Review Committee was created with Ordinance No. 2015.O0021 on March 12, 2015. Once appointments to the Committee are made, Council names the Chair of the Committee.

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary


City of
Lubbock
TEXAS

City of Lubbock, Texas
Contract & Procurement Related Agenda Items

The City Council has statutory obligations when awarding contracts and contract amendments. The following is provided to assist elected officials when considering contract and procurement related agenda items:

- There exists the general concept that the taxpaying public should receive the best price possible for purchases in the interest of the public good, and that the government should maximize, to the fullest extent practicable, the purchasing value of public funds. McQuillin Municipal Corporations, 3rd Ed.
- During the period between offer submission date and the contract award, offerors, including their agents and representatives, may not discuss or promote their offer with any member of the Lubbock City Council or City staff except upon the request of the Purchasing Department in the course of city-sponsored inquiries, briefings, interviews, or presentations. The provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. The policy is intended to place all offerors upon the same plane of equality, assure that contract decisions are made in public, and to protect the integrity of the bid process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. Sterrett v. Bell, 240 S.W.2d 516, 520 (Tex. Civ. App. – Dallas 1951, no writ)
- Elected officials and employees are prohibited from participating in the profits of a City contract or having an interest in a sale to the City. §1, Art. IX, Sec. 4, City Charter
- Bids from bidders who reside in states that grant resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder. §2252.002, Texas Govt Code
- Architectural, engineering, and land surveying service providers are prohibited from submitting bids or cost proposals. The City selects the most highly qualified provider of services based on demonstrated competence and qualifications through a Request for Qualifications process; and then attempts to negotiate with that provider a contract at a fair and reasonable price. §2254.004, Texas Govt Code
- The total contract price caused by change orders may not increase more than 25%, and the total price may not be decreased by more than 25% without the consent of the contractor. §252.048, Texas Local Govt Code
- Proposals are opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. §252.049, Texas Local Govt Code
- Participating in purchasing cooperatives with other local governments and cooperative purchasing organizations satisfies state law requiring the City to solicit competitive bids. §271.102, Texas Local Govt Code
- If the City receives two or more low bids that are identical, the selection of the winner is made be by the casting of lots. If only one of the bidders submitting identical bids is a resident of the City, that bidder will receive the award. §271.901, Texas Local Govt Code
- If the City receives a bid for personal property not affixed to real property, or services, from a resident bidder whose principal place of business is within Lubbock city limits and whose bid is within 5% of the lowest bid received from a bidder whose principal place of business is not within Lubbock city limits, the City may enter into a contract for an expenditure of less than $100,000 with the lowest bidder or the resident bidder if Council determines that the resident bidder offers the City the best combination of contract price and additional economic development opportunities for the City. §271.9051, Texas Local Govt Code
- If there is a conflict between the City's policies and procedures and a state law, or a rule adopted under a state law, the stricter of the two provisions prevails.

Ethics - The City subscribes to National Institute of Governmental Purchasing Code of Ethics. City Charter, Ch. 1, Art. IX, prohibits City Council members, officers, or employees, from having an interest in profits/emoluments of a contract, job, work, or service to the City.

Purchasing Thresholds - Methods for procurement vary depending upon the nature of the procurement, the dollar amount, and the type of vendor will be used. Flexibility in making small buys within a particular dollar range is allowed for efficiency purposes and minimal paperwork. Intermediate ranges in between the smallest procurements (micro purchases) to publicly announced procurements (large purchases) usually allow limited competition and abbreviated paperwork to promote efficiency. Large procurements are publicly announced and vendors are required to respond with written and signed proposals/bids. Tex. Local Govt. Code (LGC) §271.102 and 103 waive the requirement for quotes or bids/proposals if an opportunity to piggy-back another governmental entity's competitive bid is available.

Goods and Services	Approval Authority	Procurement Method	Legal Authority
Up to $500	Using department	No quotes required	City Procurement Policy
$501 – 2,500	Using department	Verbal quotes/proposals, electronic bids	City Procurement Policy
$2,501 – 50,000	City Manager	Written quotes/proposals, electronic bids	LGC §252.0215
More than $50,000	City Council	Written bids/proposals, electronic bids	LGC §252.021, 024, 041, 0415, 042, 043,
Professional Services			
Up to $50,000	City Manager	Written proposals	GC §2254.003
More than $50,000	City Council	Written proposals	GC §2254.003
Architectural/Engineering Services			
Up to $50,000	City Manager	Rotation list	GC §2254.004
More than $50,000	City Council	Statement of qualifications	GC §2254.004
Construction			
Up to $50,000	City Manager	Written quotes/proposals	LGC §252.0215
More than $50,000	City Council	Written quotes/proposals	LGC §252.021, 0215, 043, 0435
Emergencies			
Up to $50,000	City Manager	Verbal or written quotes	City Procurement Policy
More than $50,000	City Council	Verbal or written quotes	LGC §252.022
Interlocal/Real Property			
Any amount	City Council	Negotiated	LGC §252.022, 050 and §272
Change Orders/Amendments			
Up to $50,000	City Manager	Negotiated	LGC §252.048
More than $50,000	City Council	Negotiated	LGC §252.048

Public Notice - For contracts involving an expenditure greater than $50,000, LGC §252 requires the City to publish bid notices in a local newspaper once a week for two consecutive weeks. The date of the first publication is before the 14th day before the date set to open the bid. Bids are posted on the Internet, and potential bidders contacted via E-mail.

Public Works Construction – Pursuant to LGC §271, the City uses the following delivery methods for construction of public works:

- Competitive bidding
- Competitive sealed proposals
- Design-build
- Construction manager
- Job order contract

Tex. Govt. Code (GC) §2253.021 and LGC §2267 require payment bonds for public works contracts more than $50,000 and performance bonds for public works contracts more than $100,000. The City requires a 5% bid bond for public works contracts. Bidders are required to comply with GC §2258 with respect to payment of prevailing wage rates.

The City may contract with a developer of a subdivision or land for the developer to construct public improvements, excluding a building, provided the City's participation in the cost does not exceed 30%. LGC §212.072

Professional Services - Professional services require specialized skill, training and expertise, use of professional judgment/discretion, and/or a high degree of creativity, and often involve a relationship of personal trust and confidence, and different procurement processes are available, as such.

Generally, the competitive sealed proposal procedure is used to solicit proposals, including price, and to procure professional services.

GC §2254.004 requires that the City use a two-step procedure for procuring architectural, engineering, or surveying services. The most highly qualified provider is first selected on the basis of competence and qualifications, excluding price, and then a contract with the selected provider is negotiated at a fair and reasonable price.

Emergency Purchases - An emergency purchase more than $25,000 that results from the occurrence of a natural disaster, public calamity, or that might lead to impairment of the health, safety or welfare of the public if not immediately addressed is authorized by the City Manager and ratified by City Council. LGC §252.022(a)(2)

Sole Source Purchases - Sole source purchases are made when functional requirements of the City can only be satisfied by only one source involving patents, copyrights, secret processes or natural monopolies. LGC §252.022(a)(7)(A)

Local Preference - If the City receives a bid less than $100,000 from a local bidder whose bid is within 5% of the lowest bid received from a non-local bidder, LGC §271.9051 allows the City to contract with the lowest bidder, or the local bidder if Council determines that the local bidder offers the City the best combination of contract price and additional economic development opportunities.

GC §2252.002 requires that bids from bidders who reside in states that grant a resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder.

Consideration and Award of Bid or Proposal Requests

From *2008 Texas Municipal Procurement Laws Made Easy*, Texas Attorney General

Can a city adopt additional criteria regarding the qualifications of potential bidders?

Prior to 2001, a city could adopt additional criteria regarding the qualifications of bidders only if such criteria had a definite, objective relationship to matters of quality and competence. For example, prior rulings have allowed a city to consider such criteria as a bidder's experience, manpower, equipment, financial resources, business judgment, ability, efficiency, reliability, reputation, facilities, capacity to perform the work required, and likely supervisory requirements. A city may even consider the bidder's performance on similar contracts and the quality of the goods and services provided.

However, the city must be able to relate the criteria to matters of quality and competence of that specific bidder. For example, the Attorney General concluded that a school district could not adopt policies that judge a bidder based on the bidder's participation in voluntary school programs, the amount of local salaries, wages and taxes paid by the bidder, or the number of local jobs created by the bidder, etc. These criteria did not involve the quality or competence of the work the bidder would perform.

Legislation in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

If no such additional criteria are spelled out in the bid specifications, state law only allows the city to award the contract to the lowest responsible bidder if using competitive bidding.

Can the city take into account the safety record of the bidder in making the award?

When awarding a contract using traditional competitive bidding, the city may only consider a bidder's safety record in regards to the bidder's "responsiveness" if notice has been given that such a criteria is relevant. Specifically, the governing body must have adopted a written definition and criteria for assessing the bidder's safety record, and must have given notice in the bid specifications that the safety record will be considered. Of course, any decision that the city makes must not be arbitrary or capricious.

What options does a city have if the lowest bidder has a prior history of poor performance?

Prior to 2001, a city arguably had two options when faced with a low bidder who had a prior history of poor performance. First, Chapter 252 states that a city may choose to reject any or all of the bids. If all of the bids are rejected, the city can start the bidding process over. This is probably the safest method to use

if the city has not made it clear in the bid specifications that a bidder's prior performance on similar contracts would be a factor in awarding the bid. The city then has an opportunity to include such a requirement in its subsequent bid specifications. Second, some legal analysts argued that a city could individually reject a low bidder who has a poor work history. This theory is based on the argument that the low bidder with such a history would not be considered a "responsible" bidder due to the prior history of poor performance.

Legislation passed in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

Again, the best practice is to clearly indicate in the city's specifications that a bidder's prior performance on similar contracts may be considered in evaluating the bids.

What options does the city have if the city receives no bids in response to a request?

If competitive bids or proposals are required by Chapter 252 of the Local Government Code, there is no exception which would allow the city to avoid the statutory requirements due to a lack of bids. If a city receives no response to a request, the city must either re-advertise or decide not to undertake the contract.

What options does the city have if the city receives only one bid or proposal in response to a bid request?

If a city receives only one bid or proposal in response to its request, the city may accept the bid or proposal received, reject the bid or proposal and re-advertise, or reject the bid or proposal and decide not to undertake the project.

May competitive bids be rejected by a city staff member or must the city council decide which bids to reject?

State law provides that the governing body of the city may reject any and all bids. There is no provision that would allow the delegation of this decision to city staff. However, in certain cities the city staff will open the bids and provide a recommendation to the city council on whether the bid is responsive to the bid request and whether it should be accepted as the lowest responsible bid.

What is the general procedure for awarding a contract pursuant to competitive bidding?

First, bids must be publicly opened and the bid amounts read aloud at the time and place specified in the bid notice. The city council must then award the contract to the lowest responsible bidder or (if previously

noticed) the bidder that provides that best value to the city. In the alternative, the city may reject all bids. Once a bid has been opened, it may not be changed to correct minor errors in the bid price. However, under certain circumstances, a bidder may be able to withdraw a bid if it contains a substantial mistake that would cause a great hardship if enforced against the bidder.

What is the general procedure for awarding a contract pursuant to competitive sealed proposals?

If a city decides to use the competitive proposal procedures, it must first give notice of the request for proposals in the same manner as required for competitive bids. Generally, this means that the city must publish at least two newspaper notices of the time and place at which the proposals will be opened. These notices must be published at least once a week for two consecutive weeks, and the first notice must be published more than 14 days before the date set for opening the proposals. Requests for proposals must also solicit quotations and specify the relative importance of price and other evaluation factors.

Once proposals have been submitted, the city may conduct discussions with the offeror or offerors whom the city determines to be reasonably qualified for the award of the contract. Such discussions must comply with the request for proposals and with the regulations set by the city council. To obtain the best offers, the city may allow the submission of revisions after proposals are submitted and before the award of the contract. All offerors must be treated fairly and equally with respect to any opportunity for discussion and revision of the proposals.

In the end, the contract must be awarded to the offeror whose proposal is determined to be the most advantageous to the city. The city is to determine which proposal is the most advantageous based on the relative importance of price and the other evaluation factors included in the request for proposals.

Is information contained in a bid or proposal confidential under the Public Information Act?

Section 552.104 of the Government Code provides as follows:

(a) Information is excepted from the requirements of Section 552.021 if it is information that, if released, would give advantage to a competitor or bidder.

(b) The requirement of Section 552.022 that a category of information listed under Section 552.022(a) is public information and not excepted from required disclosure under this chapter unless expressly confidential under law does not apply to information that is excepted from required disclosure under this section.

The purpose of section 552.104(a) is to protect the interests of a governmental body in situations such as competitive bidding and requests for proposals, where the governmental body may wish to withhold information in order to obtain more favorable offers. Significantly, it is not designed to protect the interests of private parties that submit information such as bids and proposals to governmental bodies. Because section 552.104(a) protects only the interests of governmental bodies, it is an exception that a governmental body may waive by, for example, disclosing the information to the public or failing to raise the exception within the ten-day deadline.

Generally, section 552.104(a) protects information from public disclosure if the governmental body demonstrates potential harm to its interests in a particular competitive situation. A general allegation of a remote possibility of harm is not sufficient to invoke section 552.104(a). Section 552.104(a) is frequently raised to protect information submitted to a governmental body in response to a competitive bidding notice or request for proposals. In this context, the protection of section 552.104(a) is temporal in nature. Generally, section 552.104(a) does not except bids from public disclosure after bidding is completed and the contract has been executed. However, bids may continue to be withheld from public disclosure during the period in which the governmental body seeks to clarify bids and bidders remain at liberty to furnish additional information. Section 552.104(a) does not apply when a single individual or entity is seeking a contract as there are no “competitors” for that contract. Note that even when section 552.104(a) does not

protect bids from required public disclosure, section 552.110 will require the governmental body to withhold any portions of those bids that contain trade secrets or other commercial or financial information that is made confidential by law.

In addition to protecting the actual bid proposals, section 552.104(a) may protect information related to the bidding process that is not part of a bid. Although early decisions of the attorney general concluded that section 552.104(a) does not protect the interests of governmental bodies when they engage in competition with private entities in the marketplace, this line of opinions has been reexamined. In Open Records Decision No. 593 (1991), the attorney general concluded that a governmental body may claim section 552.104(a) to withhold information to maintain its competitive advantage in the marketplace if the governmental body can demonstrate: (1) that it has specific marketplace interests and (2) the possibility of specific harm to these marketplace interests from the release of the requested information. A governmental body that demonstrates that section 552.104 applies to information may withhold that information even if it falls within one of the categories of information listed in section 552.022(a).

Is information within a bid request concerning historically underutilized businesses confidential?

In 1997, the Texas Legislature amended the Public Information Act to make confidential certain information about disadvantaged or historically underutilized businesses. General information about these businesses is confidential if it is submitted to a governmental body in connection with an application for certification as a historically underutilized or disadvantaged business. With two exceptions, this information may be disclosed only with the express written consent of the applicant or the applicant's agent.

Without such consent, this information may be disclosed to a state or local governmental entity for one of the following two purposes: (1) to verify an applicant's status as a historically underutilized or disadvantaged business; or (2) to conduct a study of public purchasing programs established under state law for historically underutilized or disadvantaged businesses.

It is important to note that this new law protects only the information submitted with an application for certification as a historically underutilized or disadvantaged business. The business's actual bid is subject to the same rules of disclosure as any other bid. Additionally, information submitted in connection with a specific proposed contractual relationship or within an application to be placed on a bidders' list would be accessible under usual open records provisions. Thus, this information may be accessible even though it involves data that would be confidential if it were contained in the entity's application for certification as a historically underutilized or disadvantaged business.

Must bidders be allowed to speak at a city council meeting to explain or defend their bids?

A bidder does not have any special right to speak at an open meeting of the city council. The Texas Attorney General has concluded that the Open Meetings Act does not give members of the public a right to speak at an open meeting. Further, if the city chooses to allow members of the public to speak at a council meeting, the council may make reasonable rules regulating the number of speakers on a particular subject and the length of each presentation. However, the city council should not discriminate between one speaker and another, and the rules should be applied equally to all members of the public. The only situation in which the city council may be required to allow members of the public to speak would be if state law requires a public hearing on an issue or if state law requires that public comment be allowed on a particular subject.

However, there is no such public hearing or comment requirement that is applicable to competitive bidding issues.