City of Lubbock, Texas
Regular City Council Meeting
Thursday, August 27, 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

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 in Room 103 in City Hall to consider items 1.-1.1. At the completion of the work session, City Council then recesses into executive session to consider items 2.-2.5.
5:15 p.m. -- City Council reconvenes in open session in City Council Chambers to consider items 3.-7.15.

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 by the Annexation and Growth Advisory Committee on the Committee's findings and recommendations in its Annexation and Growth Policy Report.

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. Beck Steel, Inc. and John C. Beck v. City of Lubbock, Texas, et al., Cause No. 2015-516,881, in the 237th District Court of Lubbock County, Texas.

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

2. 1. 3. Discuss the terms and provisions of the Commitment Agreement with the College Baseball Foundation.

2. 1. 4. Purchase Power Agreement

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

2. 4. Hold an executive session in accordance with Texas Government Code, Section 551.087, to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; and to deliberate the offer of a financial or other incentive to a business prospect described hereinabove.

2. 4. 1. Report by the Lubbock Economic Development Alliance.

2. 5. Hold an executive session in accordance with Texas Government Code, Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Permit and License Appeal Board, and the Planning and Zoning Commission.

3. **Proclamations and Presentations**

3. 1. Invocation by Pastor Ryan Smallwood, Aldersgate United Methodist Church

3. 2. Pledges of Allegiance

3. 3. **Board Recognitions:**
Building Board of Appeals:
Dale Parsley

Civic Lubbock, Inc. Board of Directors:
Grace Garza
Peter Hur

Planning and Zoning Commission:
Eddie Harris

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. July 23, 2015 Regular City Council Meeting
July 24, 2015 Special City Council Meeting (Budget)
July 31, 2015 Special City Council Meeting (Junior Ambassadors)
August 6, 2015 Special City Council Meeting (Budget)

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

6. 1. **Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2015-O0077 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. 1. 1. **Resolution - Health:** Consider a resolution authorizing and directing the Mayor to ratify the signature of the City Manager on behalf of the City of Lubbock Contract 2015-001284 (Amendment 2) and any associated documents with the State of Texas acting by and through its Department of State Health Services (DSHS).

6. 1. 2. **Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute an agreement with the Texas Department of Transportation for the Texas Traffic Safety Program "Teaching Kids to Be Street Smart" grant for bicycle, car, pedestrian and other safety related programs at Safety City.

6. 1. 3. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute Amendment 2 to contract 11730 and all related documents with the City of Lubbock and Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG) to provide assistance to reduce poverty, revitalize low-income communities, and empower low-income families and individuals to become self-sufficient.

6. 1. 4. **Resolution - Police:** Consider a resolution authorizing the Mayor to execute contract 12466 for and on behalf of the City of Lubbock a $61,008 State administered, Federally funded, grant agreement for the FY 2015-16 STEP Comprehensive Texas Traffic Safety Grant Program.

6. 2. **Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2015-O0078 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. 3. **Ordinance 2nd Reading - Finance:** Consider Ordinance 2015-O0079 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.

6. 4. **Ordinance 2nd Reading - Finance:** Consider Ordinance 2015-O0081 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.

6. 5. **Ordinance 2nd Reading - Finance:** Consider Ordinance 2015-O0080 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.

6. 6. **Ordinance 2nd Reading - Finance:** Consider Ordinance 2015-O0082 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.

6. 7. **Ordinance 1st Reading - Finance:** Consider a Supplemental Ordinance supplementing Ordinance No. 2007-O0058, 2008-O0079, 2009-O0090, 2010-O0075, 2011-O0082, 2012-O0104, 2013-O0091, and 2014-O0107 pursuant to which Assessments were levied on property within Vintage Township Public Improvement District to Provide Public Improvements for the District.

6. 8. **Budget Amendment Ordinance 1st Reading - Finance:** Consider an ordinance amending the FY 2014-15 Budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 92371, Runway 17R/35L Construction Phase III; respecting the Airport Fund to amend operating revenues and expenses; providing for filing; and providing for a savings clause.

6. 9. **Resolution - Accounting:** Consider a resolution authorizing the Mayor to execute contract 12384 with Wells Fargo Bank, N.A. for bank depository services, RFP 15-12384-MA.

6. 10. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to accept a Federal Aviation Administration (FAA)Grant Agreement for up to $21,007,820 to fund LBB Runway 17R/35L Phase II Improvement Project.

6. 11. **Resolution – Police:** Consider a resolution authorizing the Mayor to execute an Amendment to the Memorandum of Understanding (MOU) with Lubbock County regarding the division of the local allocation from the United States Department of Justice for the FY 2015 Justice Assistance Grant (JAG) Program.

6. 12. **Resolution - Public Works:** Consider a resolution authorizing the Mayor to execute contract 12397 with Utility Contractors of America, Inc. of Lubbock, Texas for the construction of the two-inch Water Line Change Out Phase 3, RFP 15-12397MA.

6. 13. **Resolution – Public Works Engineering:** Consider a resolution authorizing the City Council to reject all bids on contract 12359 for Canyon Lakes Sanitary Sewer Interceptor Rehabilitation Phase I.

6. 14. **Ordinance 1st Reading – Right-of-Way:** Consider an ordinance abandoning and closing a 3,123.06 square foot tract of land (alley) out of Block 2, Dupree Addition, Lubbock County, Texas located at 1916 Texas Avenue.

6. 15. **Resolution - Right-of-Way:** Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock an easement from Richard B. Wiesen and wife, Patricia Wiesen regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, easement being out of Section 14, Block A, Lubbock County, Texas.

6. 16. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Dedicatory Certificate in connection with the platting by the City of Lubbock Tracts A and B Fire Station No. 1 an Addition to the City of Lubbock, Lubbock County, located at 1906 Texas Avenue.

6. 17. **Resolution - Traffic Engineering:** Consider a resolution authorizing the Mayor to execute contract 12445 with ITS Plus, Inc. for Video Imaging Vehicle Detection Systems (VIVDS), ITB 15-12445-SS.

6. 18. **Resolution - Civic Center:** Consider a resolution authorizing the Mayor to execute Amendment 1 to contract 11268 between the City of Lubbock and BSA Consulting Engineers, PLLC for additional services for renovations to the Lubbock Memorial Civic Center.

6. 19. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute purchase order contract 10014949 with Dell Marketing LP for the purchase of rugged tablets and mounting hardware for the new Police Department fleet purchase.

6. 20. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute purchase order contract 33000646 with Dell Marketing LP for the purchase of rugged tablets and mounting hardware for replacement of the Police Department's E6400 XFR rugged laptops.

6. 21. **Resolution - GIS and Data Services:** Consider a resolution authorizing the Mayor to execute contract 12487 with the Lubbock Metropolitan Planning Organization (LMPO) for GIS data and services.

6. 22. **Resolution - Citibus:** Consider a resolution authorizing the Mayor to execute contract 12479 with AT&T Global Services for an embedded CM G430/S8300 phone system.

6. 23. **Resolution - Citibus:** Consider a resolution authorizing the Mayor to execute a contract, TxDOT Project: URB 1601 (05), with the Texas Department of Transportation (TxDOT) for operating assistance.

6. 24. **Resolution - Community Development:** Consider a resolution authorizing the City Council to approve the sale of two Urban Renewal Agency (URA) vacant lots to 444 Real Estate, LLC/Chad Merchant. The lots are located at 2512 and 2514 Martin Luther King Jr. Boulevard, described as Lot 13, Block 42, Coronado Addition to the City of Lubbock, Lubbock County, Texas.

6. 25. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute an agreement, and all related documents, between the City of Lubbock Community Development Department and the Alcoholic Recovery Center (ARC) to utilize funds from U. S. Department of Housing and Urban Development (HUD) for the Emergency Solutions Grant (ESG).

6. 26. **Resolution - Economic Development:** Consider a resolution approving a program or expenditure by the Lubbock Economic Development Alliance to be provided to Bayer CropScience for economic development purposes.

7. **Regular Agenda**

7. 1. **Public Hearing 5:30 p.m. - Finance:** Hold a public hearing on a tax rate of $0.56573 per $100 valuation that has been proposed for adoption by the governing body of the City of Lubbock. This rate exceeds the lower of the effective or rollback rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

7. 2. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3259, a request of Alejandra Robles, for ADC Inc., for a zoning change from T to C-3 on 2.69 acres of unplatted land out of Block E-2, Section 16, 10609 Slide Road, and consider an ordinance.

7. 3. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3245-A, a request of AMD Engineering, LLC, for Dr. Jewell Davis, for a zoning change from T to GO on 3.529 acres of unplatted land out of Block E-2, Section 17, 4109 112th Street, and consider an ordinance.

7. 4. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 2278-D, a request of James H. Dirks, for W.W. Butler J. Trust No. 1, for a zoning change from C-2 to C-2 Specific Use for a veterinary clinic on .0573 acres on Lot 1, Butler 98th and Slide Addition, 5212 98th Street, and consider an ordinance.

7. 5. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3258, a request of Ray Pringle for a zoning change from T to C-3 on 1.5 acres of unplatted land out of Block AK, Section 20, 12102 and 12016 Frankford Avenue, and consider an ordinance.

7. 6. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3260, a request of Mr. Charles Shears for SDI Realty, for Stephen Pitts, Linda Pitts Roberts, Larry Pitts, Laura Pitts Taylor, for a zoning change from T to C-3 on 9.014 acres of unplatted land out of Block E-2, Section 22, 11601 Quaker Avenue, and consider an ordinance.

7. 7. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3261, a request of Ben Lack, for CAB 115, LLC., for a zoning change from R-1 to R-2 Specific Use to reduce the minimum lot size for a duplex on Lots 1 and 2, Block 17, Hillcrest Addition, 4805 38th Street, and consider an ordinance.

7. 8. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3262, a request of Ben Lack, for CAB 115, LLC., for a zoning change from R-1 to R-2, west 1/2 of Lot 3, Block 17, Hillcrest Addition, 4811 38th Street, and consider an ordinance.

7. 9. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 2995-R, a request of Dr. Jewell Ginter, for Ginter Eye Care Center, for a zoning change from GO to AM on Tract A, Double J Addition, 6301 and 6305 79th Street, and consider an ordinance.

7. 10. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3236-A, a request of Vince Huebinger, for SWCWC/Sprint Spectrum, for a zoning change from IHC to IHC Specific Use for a temporary telecommunications tower on .234 acres of unplatted land out of Block A, Section 20, 2553 Santa Fe Drive, and consider an ordinance.

7. 11. **Resolution - Planning:** Consider a resolution approving and granting a variance from the applicable 300-feet minimum distance provisions of City of Lubbock Ordinance 2009-O0060 at the location of 2407 9th Street, Suite 300, for an alcoholic beverage permit.

7. 12. **Resolution - Planning:** Consider a resolution approving and granting a variance from the applicable 300-feet minimum distance provisions of City of Lubbock Ordinance 2009-O0060 at the location of 7722 Milwaukee Avenue, for an alcoholic beverage permit.

7. 13. **Resolution - Planning:** Consider a resolution approving and granting a variance from the applicable 300-feet minimum distance provisions of City of Lubbock Ordinance 2009-O0060 at the location of 7638 82nd Street, for an alcoholic beverage permit.

7. 14. **Ordinance 1st Reading - Mayor:** Consider an ordinance amending Chapter 8, "Businesses and Amusements" of the Code of Ordinances of the City of Lubbock, Texas, by adding Article 8.20, "Mobile Billboards", to allow mobile billboards the use of the public right-of-way; providing a penalty; providing a saving clause and providing for publication.

7. 15. **Board Appointments - City Secretary**: Consider nine appointments to the Appointments Advisory Board, one appointment to the Citizens Traffic Commission, three appointments to the Permit and License Appeal Board, and one appointment to the Planning and Zoning Commission.


City of
Lubbock
TEXAS

Applicants No Preference

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
01/27/2011	Aguero	Olga	Female	Hispanic or Latino				1
11/03/2014	Alderson	David	Male	Anglo	50-59	Auto Dealer	Alderson Enterprises, LP	5
09/09/2014	Arnett	Claire	Female	Anglo	50-59	Education	Covenant School of Nursing	4
06/18/2010	Ashley	Kyle	Male	Anglo	40-49	CEO	Alliance Federal Credit Union	4
01/27/2011	Bass	Byrn	Male	Anglo				6
10/28/2010	Beck	Jim	Male	Anglo	50-59	Professor of Mission	Lubbock Christian University	6
01/14/2015	Been	Mattie	Female	Anglo	18-29	Director of Development	Texas Tech University Health Sciences Center	4
07/01/2003	Bennett	James	Male	Anglo	50-59		Economic Development	4
11/02/2010	Bentley	Donnie	Male	Anglo	60+	Owner	Don Bentley Roofing Co.	3
02/02/2010	Berry	Timothy	Male	Anglo	40-49	Paramedic	UMC Lubbock EMS	5
03/24/2010	Berryhill	Korbi	Female	Anglo		RN Instructor	South Plains College, Reese	5
11/01/2010	Beversdorf	Cynthia	Female	Anglo	40-49			5
10/27/2010	Beversdorf	Fredrick	Male	Anglo	50-59	Senior Training Instructor	Atmos Energy	5
10/28/2010	Billings	Toby	Male	Anglo	30-39	Custodial Staff	Broadway Church of Christ	1
10/28/2010	Bosscher	Karen	Female	Anglo	50-59	Business Manager	Hemmo A. Bosscher, MD.	4
10/26/2010	Bryant	Gary	Male	African-American	40-49	House Manager	Lubbock Faith Center	2
02/06/2014	Carlson	Paul	Male	Anglo				7
10/28/2010	Clayton	Letitia	Female	Anglo	40-49	Orthopedic Tech	Dr. Kenneth Stephenson	5
07/06/2009	Coppola	Martin	Male	Anglo	40-49	Associate Professor & Program Director	Texas Tech HSC	5
10/25/2010	Craig	Karl	Male	Anglo	60+			5
07/22/2004	Craig	Mickey	Male	Anglo	60+		Retired	2
11/15/2010	Dingle	Darnell	Female	Anglo	60+			5
09/06/2006	Dirks	James	Male	Anglo	60+	Architect	Cox/Dirks Architects P.C.	5
01/14/2010	Dulin	Jim	Male	Anglo	60+	Judge	Lubbock County	4
01/15/2015	Dumas	Seanloui	Male	African-American	18-29	CEO	Unite Clothing	7
02/15/2010	Eggenberger	Florence	Female	Anglo	60+			6
11/29/2010	Elliott	John	Male	Anglo	60+	Banking	Southwest Bank	4
01/14/2010	Epps	Mike	Male	Anglo	50-59	CFO	American State Bank	5
11/02/2010	Finley	Kathleen	Female	Anglo	40-49	Captain	Lubbock Co. Sheriff's Office	4
10/27/2010	Ford	Laura	Female	Hispanic or Latino	30-39	Clinic Manager	Lubbock Regional MHMR	1
12/01/2010	Gerlach	Mary	Female	Anglo	40-49			3
10/29/2010	Gifford	Gretchen	Female	Anglo	18-29	Legal Secretary	Buerner, Dennis, & Franklin	4
11/08/2010	Green	Velda	Female	Anglo	50-59	Non-Profit Relations		5
04/19/2010	Griswold	Mary	Female	Anglo	50-59	Activities/Edcuation Director	Redr Frame & Art	4
01/15/2015	Guetersloh	Mary	Female	Anglo	60+		Self-Employed	7
03/05/2008	Hamer	Darla	Female	Anglo	40-49	Banker	Peoples Bank	6

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
09/11/2014	Harvey	Larry	Male	Anglo	50-59	Architect	Chapman Harvey Architects, Inc	4
08/23/2005	Harvill	Natalie	Female	Anglo	30-39	Structural Engineer	Parkhill, Smith & Cooper	5
01/14/2010	Henry	Alan	Male	Anglo	60+	Insurance Agent	Alan Henry Insurance	3
06/10/2009	Henson	Matthew	Male	Anglo	30-39	Self Employed	Matt Henson Inc.	5
11/11/2010	Herrera	Gilbert	Male	Hispanic or Latino	60+	Evangelist	Gilbert Herrera Evangelistic Association	4
11/15/2010	Jackson	Emma	Female	African-American	60+			2
02/22/2010	Jackson	Winnie	Male	Anglo	60+	Retired Minister		4
11/01/2010	Kinserlow	Ray	Male	Anglo	60+			4
12/08/2010	Madison	Harvey	Male	Anglo	60+	Photography	Madison Photography	4
08/22/2013	McCarty	Charlotte	Female	African-American	40-49	Self employed	Lil' Precious	6
10/27/2011	McDonald	Carroll	Male	Anglo	60+			1
10/27/2011	McDougal	Marc	Male	Anglo	40-49		McDougal Companies	4
12/24/2014	McDougal	Michael	Male	Anglo	40-49	CEO	McDougal Capital	3
11/09/2010	Mitchell	Walter	Male	Anglo	30-39	Pastor	Westminister Presbyterian Church	4
11/30/2010	Morton	Philip	Male	Anglo	30-39	Associate Director	Texas Tech	5
10/27/2011	Musselman	Robert	Male	Anglo				6
01/10/2002	Noble	Brent	Male	Anglo			Service Title	4
01/15/2015	Osborne	John	Male	Anglo	40-49	President & CEO	LEDA / MLI	7
11/05/2010	Perry	Wilson	Male	African-American	50-59		City of Lubbock	1
11/01/2010	Pickett	Benjamin	Male	Anglo	40-49	Associate Minister	Monterey Church of Christ	4
09/09/2014	Pierce	Tim	Male	Anglo	50-59	Executive Director	South Plains A	5
12/01/2006	Podrebartz	Keith	Male	Anglo	30-39	Counselor	Texas Tech University	1
05/23/2013	Porter	Karen	Female	Anglo	40-49			2
08/11/2015	Putteet	Janis	Female	Anglo		Vice President	United Way - Lubbock	3
08/01/2003	Rangel	Andrea	Female	Hispanic or Latino	40-49		South Plains College	5
11/01/2010	Read	Alan	Male	Anglo	60+	Agent	AFLAC	5
09/09/2014	Riley	Nolan	Male	American Indian	30-39	Optometrist / Business Owner	8067931927	7
	Rios	Roy	Male	Hispanic or Latino			Women's Protective Services	2
04/29/2008	Schmedes	Gregg	Male	Anglo		Medical Student	Texas Tech	6
05/27/2010	Smith	David	Male	Anglo	30-39	Construction Director	Lee Lewis Construction	5
06/28/2012	Spitzer	Michelle	Female	Anglo	50-59	CFO	Sunwest Construction Inc.	4
04/01/2008	Stephens	Sherry	Female	Anglo	30-39	Administrative Assistant	High Plains Water District	5
05/17/2012	Stephenson	Pat	Male	Anglo	50-59	Service Manager	Bruce Thornton Air Conditioning	4
01/27/2011	Stevens	Mike	Male	Anglo				5
11/01/2010	Swoboda	Tami	Female	Anglo	40-49	Grants & Communications	Lubbock Area Foundation	3
08/08/2013	Walz	Donna	Female	Anglo				5
12/01/2006	Walz	John	Male	Anglo	60+	Attorney	Retired	5

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
09/09/2014	Wierzba	Susan	Female	Anglo	40-49	Partner/ Director	Commodity Export Corporation	5
10/06/2006	Wilkerson	David	Male	Anglo	40-49	Real Estate Developer	Wilkerson Properties	5
08/14/2014	Wilkes	Morris	Male	Anglo				6
12/02/2010	Williams	Shirley	Female	African-American	60+	Career Consultant	Workforce Solutions	2
02/24/2010	Woordward	Tracey	Female	Anglo	50-59	Registered Nurse	Covenant School of Nursing	4
11/20/2007	York	Martha	Female	Anglo		Real Estate Broker	The Real Estate Company	5
	Young	Andy	Male	Anglo				5

City of Lubbock
Board and Commision Recruiting Database

Updated: 7/27/2015

Permit and License Appeal Board

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
09/02/2010	Chambers	Tosha	F	AA	30-39			4
02/06/2006	Hill	Russell	M	A	30-39	Web Designer	Lubbock AJ	3
07/30/2007	Lunsford	Douglas	M	A		Marketing & Media	Lancer Productions	5
Second Preference								
06/18/2009	Brown-Meyers	Casey	M	A	40-49	Sales Manager	All Star Auto Glass	4
09/29/2010	Bryant	LeEarl	F	A	60+			1
08/28/2008	Clary	Sue	F	A	60+			5
	Gonzales	Armando	M	H	50-59			2
10/26/2009	Hail	Brian	M	A	30-39	Insurance Agent	Brian Hail State Farm	3
05/05/2009	Marberry	William	M	A	18-29	Realtor	Coldwell Banker	3
05/19/2004	Pearson	Neale	M	A	60+	Professor	Semi-Retired Professor	3
Third Preference								
06/13/2013	Arnold	Peter	M	A	40-49	Owner	Arnold Enterprises of Lubbock	2
03/01/2008	Baker	Robert	M	A	50-59	ICU Nurse	Lubbock Heart Hospital	4
05/13/2010	Bruegel	Jon	M	A	18-29			4
08/01/2012	Chavez	Naomi	F	H	18-29	Intern	South Plains Association of Governments	2
04/14/2010	Davis	Jon	M	A	40-49	Accountant	Capital Farm Credit	3
07/06/2009	Melendez	Jill	F	A	18-29	Social Worker	Montford Psychiatric Prison	6
09/01/2006	Villalobos	Esteban	M	H		Tile Setter's apprentise	Custom Tiling	2
04/09/2010	Williams	Herbert	M	AA	40-49	Correctional Officer IV	TX Dept of Criminal Justice	2
Fourth Preference								
08/09/2011	Amor	Cherif	M	AI	50-59	Dept. Chair/Assoc. Prof.	Texas Tech	5
06/09/2009	Clark	Timothy	M	A	40-49	CADD Tech	Parkhill, Smith & Cooper	3
03/07/2008	Lunsford	Jeremy	M	A			LNG Productions Inc.	3
Fifith Preference								
05/08/2013	Lamb-Vines	Danna	F	A	50-59	Massage Therapist/ Personal Assistant	Blue Moon Massage	3
06/16/2015	Medrano	Johnnie	M	H	30-39	Branch Manager	PlainsCapital Bank	5
03/05/2008	Sosebee	Rick	M	A	50-59	Fire Protection Contractor	Koetter Fire Protection	3

PERMIT AND LICENSE APPEAL BOARD

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	78.6%	71.4% (5)
Hispanic	32.6%	27.6%	9.8%	14.3% (1)
African-American	8.7%	7.4%	8.3%	14.3% (1)
Other	3.7%	4.0%	3.3%	0.0% (0)
GENDER				
Male	48.5%	47.0%	72.6%	85.7% (6)
Female	51.5%	53.0%	27.4%	14.3% (1)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	17.3%	8.3%	14.3% (1)
District 2	16.4%	15.2%	4.8%	28.6% (2)
District 3	16.3%	16.6%	12.5%	14.3% (1)
District 4	17.0%	16.7%	19.6%	14.3% (1)
District 5	16.7%	17.8%	34.0%	14.3% (1)
District 6	17.3%	16.4%	18.2%	14.3% (1)
Other/Unknown	0.0%	0.0%	2.6%	0.0% (0)

PURPOSE:

Advisory Board with Officer of City Status; hears appeals for permits and licenses that have been denied, suspended, or revoked by City officials. Pertains to permits and licenses issued by the City in instances where no other board is specifically appointed to hear such appeals.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Bates, Bill (M,A,2)	Law Enforcement	80%	Y	Reappoint
Peoples, Karen (F,AA,2)	Transportation	100%	Y	Reappoint
Wooley, Marcus (M,A,4)	Citizen	60%[1]	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To reappoint Bill Bates, Karen Peoples, and Marcus Wooley

[1] The Board had 5 meetings in the most recent 12 months. Mr. Wooley attened 3/5 meetings, and his abseneces were excused.

City of Lubbock
Board and Commision Recruiting Database

Updated: 7/27/2015

Permit and License Appeal Board

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
Sixth Preference								
07/08/2015	Gloyna	Edwin	M	A	50-59	Self Employed	Day Break, Inc.	6

PLANNING AND ZONING COMMISSION

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	78.6%	77.8% (7)
Hispanic	32.6%	27.6%	9.8%	22.2% (2)
African-American	8.7%	7.4%	8.3%	0.0% (0)
Other	3.7%	4.0%	3.3%	0.0% (0)
GENDER				
Male	48.5%	47.0%	72.6%	88.9% (8)
Female	51.5%	53.0%	27.4%	11.1% (1)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	17.3%	8.3%	11.1% (1)
District 2	16.4%	15.2%	4.8%	0.0% (0)
District 3	16.3%	16.6%	12.5%	11.1% (1)
District 4	17.0%	16.7%	19.6%	22.2% (2)
District 5	16.7%	17.8%	34.0%	55.6% (5)
District 6	17.3%	16.4%	18.2%	0.0% (0)
Other/Unknown	0.0%	0.0%	2.6%	0.0% (0)

PURPOSE:

Advisory board with Officer of the City status advises the City Council on zone changes and other matters that affect the growth and development of the community.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	**Attend**	**Eligible**	**Action**
Turner, Tommy (M,A,4)	N/A	N/A	Resigned/Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Tommy Turner:

Edwin Gloyna (M,A,6) Day Break, Inc.

Jesus Mendoza (M,H,6) First Bank & Trust

Turner & Jordan, P.C.

P.O. Box 10104
2001 Broadway
Lubbock, Texas 79401

Attorneys at Law

Tommy J. Turner

Telephone:(806)763-3661
Fax:(806) 741-1396
tturnerlaw@gmail.com

July 15, 2015

Hon. Glen Robertson
Mayor
City of Lubbock
P.O. Box 2000
Lubbock, TX 79457

Dear Mayor Robertson;

It has been my pleasure to have served on the City of Lubbock as a Commissioner and Chairman of the Planning and Zoning Commission.. It is an honor for the present and past City Council to have been entrusted for a position on the Commission.

The staff of the Planning Office are professional, knowledgeable, creative, and enjoyable to work with. My impression is that they are very much appreciated by the builders and developers with whom they work frequently, and help find solutions to problems that arise within the framework of our zoning regulations. I know from work I have done in other cities that the Office of Planning should be renamed the Office of "You-Can't-Do-That". The people in our Planning Office do not operate like that at all, and actually help people find creative solutions.

Regrettably, I must tender my resignation from the Commission, effective immediately. My wife passed away recently, and although I am maintaining an office here, I will not be residing in Lubbock.

Thank you again for offering me the chance to serve the citizens of Lubbock.

Sincerely,

Tommy J. Turner

Copy via e-mail:

Drew Paxton
Kristin Sager

RECEIVED JUL 20 2015

City of Lubbock
Board and Commision Recruiting Database

Updated: 8/11/2015

Planning and Zoning Commission

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
01/22/2015	Patton	Glenn	M	A	50-59			3
Second Preference								
01/25/2015	Delony	John	M	A	30-39	Administrator, Instructor	Texas Tech School of Law, TTU, LCU	
07/08/2015	Gloyna	Edwin	M	A	50-59	Self Employed	Day Break, Inc.	6
03/04/2014	Mendoza	Jesus	M	H	30-39	commercial lender	First Bank & Trust	6
04/28/2015	Quintanilla	David	M	H	40-49			4
06/10/2015	Williams	Thomas	M	A	30-39	EVP/CFO	Alliance Federal Credit Union	5
Third Preference								
Fourth Preference								
Fifith Preference								
09/29/2014	Cheatham	Scott	M	A	50-59	Account Executive	Control Technologies, Inc.	3
03/04/2015	Seybert	Miles	M	A	18-29	Banker	First United Bank	
03/21/2013	Smith	Peter	M	A	30-39	Banker	Happy State Bank	4
Sixth Preference								

Committee # 22	*Planning and Zoning Commission*	*Perm/Temp Board:* P

	Confidential	*Home*	*Business*		*Reappt Elig.*
Email:	N	*8066981051*	*8067719494*	*Fax:*	
brad.wilson@southwbank.com	Y	*8067896599*	*brad.wilson@southwbank.com*		

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
July 23, 2015
1:30 P.M.

The City Council of the City of Lubbock, Texas met in regular session on the 23rd 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 Victor Hernandez; Council Member Latrelle Joy; Council Member Floyd Price; City Manager James Loomis; City Secretary Rebecca Garza; City Attorney Chad Weaver

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

- *1.2; 1.1; Executive Session; 3.1-3.3; Citizen Comments 4.1-4.3; 5.1; 6.1-6.2; 6.4-6.10; 6.3; and 7.1-7.10.*
- *Item 6.3 failed.*

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 by the Executive Director of the North and East Lubbock Community Development Corporation (NELCDC) regarding the Corporation's current goals, objectives and programming.

Monique Coleman, Executive Director of North & East Lubbock Community Development Corporation gave a presentation and answered questions from City Council.

1. 2. Presentation and discussion by the Perkins+Will architectural firm on the design process and the renovation of Citizen's Tower (formerly known as the Omni Building), the current City Hall Building and other city facilities.

Phil Callison and John Strasius, both with Perkins+Will architectural firm, gave a presentation and answered questions from City Council.

2. Executive Session

The meeting was called into a closed session at 2:34 p.m. 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. Docket No. 2015-0599-MWD; Enforcement Case No. 50409 with the Texas Commission on Environmental Quality.

2. 1. 2. Cause No. 2014-511660-City of Lubbock vs. Amanda Kushwaha d/b/a Villa Town.

2. 1. 3. Purchase Power Agreement

2. 1. 4. Lubbock Police Department probationary officer selection procedure and practice.

2. 1. 5. Discuss Chapter 1, Article IX, Section 20 of the Lubbock City Charter and Chapter 143 of the Texas Local Government Code.

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

2. 2. 4. Discuss the duties and actions of the City Manager in connection with the oversight and administration of the affairs of the Lubbock Police Department.

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

3. Proclamations and Presentations

3. 1. Invocation by Pastor Adam Pardue, Highland Baptist Church

Pastor Adam Pardue was unable to appear. Mayor Pro Tem Jim Gerlt 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. **Board Recognitions:** Presented by Mayor Glen Robertson

Citizens Traffic Commission:
Lynne Duncan (unable to attend)

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. Mikel Ward will appear before the City Council to discuss the proposed 2015-16 budget and tax and utility increases.

Mikel Ward appeared before the City Council to speak about the proposed 2015-16 budget and tax and utility increases.

4. 2. Burley Owen will appear before the City Council to discuss items 6.1.1 and 6.1.2.

Burley Owen chose not to speak.

4. 3. Mary Gomez will appear before the City Council to discuss Lubbock Police Department and City of Lubbock policies and procedures for missing person cases.

Mary Gomez appeared before the City Council to request a policy change on missing person cases, specifically cases involving teenagers.

5. **Minutes**

5. 1. June 25, 2015 Regular City Council Meeting

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Latrelle Joy to approve the June 25, 2015 Regular City Council Meeting minutes.

Vote: 7 - 0 Motion carried

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

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to approve items 6.1-6.2; and 6.4-6.10.

Vote: 7 - 0 Motion carried

6. 1. **Budget Amendment Ordinance 2nd 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. 1. 1. **Resolution - Health:** Resolution No. 2015-R0227 authorizing and directing the Mayor to execute for and on behalf of the City of Lubbock the Public Health Emergency Preparedness Cooperative Contract 2016-001284-00 and any associated documents with the State of Texas acting by and through its Department of State Health Services (DSHS).

6. 1. 2. **Resolution - Community Development:** Resolution No. 2015-R0228 authorizing the Mayor to execute and approve contract 12441 and all related documents between the City of Lubbock and Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant to provide assistance to reduce poverty, revitalize low-income communities, and empower low-income families and individuals to become self-sufficient.

6. 2. **Budget Amendment Ordinance 1st Reading - Finance:** Ordinance No. 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. 3. **Ordinance Amendment 1st Reading - Public Works Traffic Engineering** : Consider an ordinance amending Section 20.05.102 of the Code of Ordinances of the City of Lubbock, with regard to the establishment of speed limits.

This item failed.

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Jim Gerlt to approve this item.

Vote: 2 - 5 Failed

NAY: Mayor Glen C. Robertson
Mayor Pro Tem Jim Gerlt
Council Member Jeff Griffith
Council Member Latrelle Joy
Council Member Floyd Price

6. 4. **Resolution – Public Works Engineering:** Resolution No. 2015-R0229 authorizing the Mayor to execute Change Order 2 to Contract 11709 with Utility Contractors of America, Inc., for South Lubbock Sanitary Sewer Extension Phase 1/B Capital Improvements Project.

6. 5. **Resolution - Water Utilities:** Resolution No. 2015-R0230 authorizing the City Council to reject all bids received for ITB 15-12336-PD for the purchase of a pump and motor associated with Pump Station 9.

6. 6. **Resolution - Water Utilities:** Resolution No. 2015-R0231 authorizing the City Council to reject all bids received for ITB 15-12335-PD for two medium voltage motor controllers.

6. 7. **Resolution - Right-of-Way:** Resolution No. 2015-R0232 authorizing the City Council to accept on behalf of the City of Lubbock an easement from Shiela Hall, regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, easement being out of Section 13, Block JS, Lubbock County, Texas.

6. 8. **Resolution - Right-of-Way:** Resolution No. 2015-R0233 authorizing the City Council to accept on behalf of the City of Lubbock an easement from Joseph Howell and wife, Donna Howell, regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, easement being out of Section 14, Block A, Lubbock County, Texas.

6. 9. **Resolution - Facilities:** Resolution No.'s 2015-R0234 and 2015-R0235 authorizing the Mayor to execute purchase orders 22300051 and 22300052 with Officewise Furniture and Supply of Lubbock, Texas for office furniture and systems for the Streets/Water Administration Departments renovated facility.

6. 10. **Resolution - Community Development:** Resolution No. 2015-R0236 authorizing the Mayor to execute and approve contract 12434 and all related documents between the City of Lubbock and Lutheran Social Services of the South for the Comprehensive Energy Assistance Program to provide assistance to reduce poverty, revitalize low-income communities, and empower low-income families and individuals to become self-sufficient.

7. Regular Agenda

7. 1. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2015-O0074, for Zone Case 3003-F, a request of Hugo Reed and Associates, Inc., for Bunt Holdings, LLC, for a zoning change from 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.

Mayor Robertson opened the public hearing at 5:30 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 5:30 p.m.

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to approve Ordinance No. 2015-O0074.

Vote: 7 - 0 Motion carried

7. 2. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 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.

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

Mayor Robertson opened the public hearing at 5:31 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 5:31 p.m.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to approve Ordinance No. 2015-O0075.

Vote: 7 - 0 Motion carried

7. 3. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 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.

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

Mayor Robertson opened the public hearing at 5:32 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 5:32 p.m.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to approve Ordinance No. 2015-O0076.

Vote: 7 - 0 Motion carried

7. 4. **Ordinance 2nd 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.

Wood Franklin, City Engineer, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Karen Gibson to approve Ordinance No. 2015-O0071.

Vote: 5 - 2 Motion carried

NAY: Council Member Victor Hernandez

Council Member Latrelle Joy

7. 5. **Ordinance 2nd 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.

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

Motion by Council Member Floyd Price, seconded by Council Member Jeff Griffith to approve Ordinance No. 2015-O0072.

Vote: 6 - 1 Motion carried

NAY: Council Member Victor Hernandez

7. 6. **Resolution - Parks and Recreation:** Resolution No. 2015-R0237 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.

Scott Snider, Assistant City Manager; J.J. Killeen, with Golf Hub of Lubbock; Bob Muzyka, with Golf Hub of Lubbock; and 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 Resolution No. 2015-R0237.

Vote: 4 - 3 Motion carried

NAY: Mayor Pro Tem Jim Gerlt
Council Member Victor Hernandez
Council Member Latrelle Joy

7. 7. **Resolution - City Manager:** Resolution No. 2015-R0238 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.

Main Motion by Council Member Jeff Griffith, seconded by Mayor Pro Tem Jim Gerlt to approve Resolution No. 2015-R0238.

Second Motion by Council Member Jeff Griffith, seconded by Council Member Karen Gibson to call the question.

Vote on Second Motion Calling the Question
Vote: 6 - 1 Motion carried
NAY: Council Member Victor Hernandez

Vote on Main Motion
Vote: 6 - 1 Motion carried
NAY: Council Member Victor Hernandez

7. 8. Board Appointments - City Secretary: Consider six appointments to the Building Board of Appeals, one appointment to the Canadian River Municipal Water Authority, four appointments to the Civic Lubbock, Inc. Board of Directors, five appointments to the Lubbock Water Advisory Commission, and one appointment to the Planning and Zoning Commission.

Building Board of Appeals:

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to appoint Dale Parsley to replace Casey Doyle.

Vote: 7 - 0 Motion carried

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Jeff Griffith to reappoint Ken Ellis, Stanley Fry, David Miller, Paul Presson, and Joe Rushing.

Vote: 7 - 0 Motion carried

Canadian River Municipal Water Authority: Motion by Council Member Latrelle Joy, seconded by Council Member Jeff Griffith to reappoint James Collins.

Vote: 7 - 0 Motion carried

Civic Lubbock, Inc. Board of Directors:

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to appoint Peter Hur to replace Mary Beth Mittemeyer.

Vote: 7 - 0 Motion carried

Motion by Council Member Victor Hernandez, seconded by Council Member Floyd Price to appoint Grace Garza to replace Eddie Moreno.

Vote: 7 - 0 Motion carried

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Jeff Griffith to reappoint Phil Price and Idris Traylor.

Vote: 7 - 0 Motion carried

Lubbock Water Advisory Commission:

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to reappoint James Collins, Jay House, Carmon McCain, and George Sell.

Vote: 7 - 0 Motion carried

Motion by Council Member Jeff Griffith, seconded by Council Member Floyd Price to appoint Mandy Whitlock to replace Ronald Phillips.

Vote: 7 - 0 Motion carried

Planning and Zoning Commission:

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to appoint Eddie Harris to replace Michael Hicks.

Vote: 7 - 0 Motion carried

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

This item was postponed.

Motion by Council Member Victor Hernandez, seconded by Council Member Jeff Griffith to postpone this item to the August 13, 2015 Regular City Council Meeting.

Vote: 7 - 0 Motion carried

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

This item was postponed.

Motion by Council Member Victor Hernandez, seconded by Council Member Jeff Griffith to postpone this item to the August 13, 2015 Regular City Council Meeting.

Vote: 7 - 0 Motion carried

6:01 P.M. CITY COUNCIL ADJOURNED

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

_____

GLEN C. ROBERTSON, MAYOR

ATTEST:

_____

Rebecca Garza, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
July 24, 2015
10:00 A. M.

The City Council of the City of Lubbock, Texas met in special session on the 24th of July, 2015, in City Council Committee Room 103, 1625 13th Street, Lubbock, Texas at 10:00 a.m.

10:00 A.M. CITY COUNCIL CONVENED
City Council Committee Room 103, 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 Victor Hernandez; Council Member Latrelle Joy; City Manager James Loomis; City Secretary Rebecca Garza; City Attorney Chad Weaver

Absent: Council Member Floyd Price

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

- *1.1-2.1*

1. 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.

1. 1. Resolution - Aviation: Resolution No. 2015-R0239 authorizing the Mayor to reject all bids for Lubbock Preston Smith International Airport Runway 17R-35L, Phase II, ITB 15-12387-TF.

Kelly Campbell, Director of Aviation, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Karen Gibson to approve Resolution No. 2015-R0239.

Vote: 6 - 0 Motion carried

Other: Council Member Floyd Price (ABSENT)

2. Work Session

2. 1. Budget Work Session for FY 2015-16 Operating Budget and Capital Program, including overall budget priorities and process.

Cheryl Brock, Budget Director, gave a presentation on the FY 2015-16 Operating Budget and Capital Program regarding Enterprise Funds, and answered questions from City Council.

Andy Burcham, Chief Financial Officer for LP&L, gave a presentation on the LP&L Budget, including: rate model, rate adjustments, reserves, capital program, transmission assets, and merit pay.

James Loomis, City Manager; and Scott Snider, Assistant City Manger, gave comments and answered questions from City Council.

Consensus from City Council to have staff put together a rate model for enterprise funds with a $16.00 base rate, revenue neutral, and show the impact it will have on the volume rate and reserve levels.

11:10 A.M. CITY COUNCIL ADJOURNED

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
July 31, 2015
8:30 A. M.

The City Council of the City of Lubbock, Texas met in special session on the 31st of July, 2015, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 8:30 a.m.

8:35 A.M. CITY COUNCIL CONVENED
City Council Chambers, 1625 13th Street, Lubbock, Texas

Present: Mayor Pro Tem Jim Gerlt; Council Member Karen Gibson; Council Member Latrelle Joy; Council Member Floyd Price; City Manager James Loomis; City Secretary Rebecca Garza; First Assistant City Attorney Mitch Satterwhite

Absent: Mayor Glen C. Robertson; Council Member Jeff Griffith; Council Member Victor Hernandez

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

- *Item 1.1*

1. Regular Agenda

1. 1. Presentation of a special recognition to the delegates from Musashino City, Japan.

Mayor Pro Tem Jim Gerlt gave welcome remarks and Yuka Dorsey, Interpreter, translated. Kazuhiro Misawa, Delegation Leader and Director of Finance, gave comments about the program and thanked the City Council and citizens of Lubbock for their hospitality. Yuki Bikai, Junior Ambassador from Musashino City, also gave comments and extended appreciation on behalf of the delegation. Council Member Latrelle Joy presented a special recognition to the Junior Ambassador Delegates from our sister city, Musashino City, Japan. The adult delegates in attendance were: Kazuhiro Misawa, Mika Kamioka, Ryo Koto, and Yuka Dorsey. The 2015 Japanese Junior Ambassadors were: Momoka Ida, Fumiha Ooka, Akari Okada, Tomoyo Ono, Kaiyukarai Komatsu, Toshiyuki Sassa, Kaisei Suzuki, Mari Takabatake, Manaka Chiba, Shinji Nakagawa, Makoto Noguchi, Akari Hashimoto, Yuki Bikai, Kasumi Fujikawa, Toshiki Miyatani, and Yumi Yoshimura. Mayor Pro Tem Jim Gerlt gave closing remarks.

8:59 A.M. CITY COUNCIL ADJOURNED

There being no further business to come before Council, Mayor Pro Tem Jim Gerlt adjourned the meeting.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
August 6, 2015
10:00 A. M.

The City Council of the City of Lubbock, Texas met in special session on the 6th of August, 2015, in City Council Committee Room 103, 1625 13th Street, Lubbock, Texas at 10:00 a.m.

10:00 A.M. CITY COUNCIL CONVENED
City Council Committee Room 103, 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 Victor Hernandez; Council Member Latrelle Joy; Council Member Floyd Price; City Manager James Loomis; City Secretary Rebecca Garza; First Assistant City Attorney Mitch Satterwhite

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

- *1.1*

1. Work Session

1. 1. Budget Work Session for FY 2015-16 Operating Budget and Capital Program, including overall budget priorities and process.

Cheryl Brock, Budget Director, gave a presentation on the FY 2015-16 Operating Budget and Capital Program regarding individual departments and projects, and answered questions from City Council.

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

Consensus from City Council to have staff review the exemptions on franchise fees and pilot fees for citizens who are over 65 years of age.

11:30 A.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: 08/27/2015

Information

Agenda Item

Budget Amendment Ordinance 2nd Reading - Finance: Consider Budget Ordinance 2015-O0077 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

On August 13, 2015, the City Council approved the first reading of the ordinance.

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. 1. 1.**

Meeting Date: 08/27/2015

Information

Agenda Item

Resolution - Health: Consider a resolution authorizing and directing the Mayor to ratify the signature of the City Manager on behalf of the City of Lubbock Contract 2015-001284 (Amendment 2) and any associated documents with the State of Texas acting by and through its Department of State Health Services (DSHS).

Item Summary

This amendment of the contract with the Department of State Health Services shortened the contract period, and therefore, the overall amount of the contract. The changes to this contract are attached.

The total amount of the contract is now $213,130. The new contract end date is June 30, 2015.

Fiscal Impact

The shortened contract period will reduce the overall award amount to $213,130.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Contract PHEP

RESOLUTION

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

THAT the act of the City Manager in executing, on behalf of the City of Lubbock, the Contract Amendment for the Public Health Emergency Preparedness Contract FY15, by and between the City of Lubbock and the Texas Department of State Health Services, and all related documents, is hereby ratified in full. 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:

_____
Mike Kemp, Fire Chief

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

RES.Acknowledge and Ratify-Contract Amendment re PHEP FY15 w/TX DSHS
6.23.15

DEPARTMENT OF STATE HEALTH SERVICES

Contract 2015-001284

Amendment Summary

The Department of State Health Services (DSHS) and City of Lubbock (Contractor) agree to amend Contract 2015-001284 in accordance with this Amendment 02: Public Health Emergency Preparedness (PHEP)

Previous Contract Amount:	$0.00
Change Amount:	$0.00
Amended Contract Amount:	$0.00

Amendment effective date: 05/07/2015

Purpose for the amendment:

Ending current contract on 06/30/2015 and starting a new contract effective 07/01/2015. The contract will decrease from $250,632 to $213,130.

Change No: 01	**Proposal Overview**
Current: Contract End Date: 08/31/2015, Amount Requested: $250,632	Revised: Contract End Date: 06/30/2015, Amount Requested: $213,130
Change No: 02	**Budget Summary**
Current: $250,632 (DSHS Funds Requested)	Revised: $213,130 (DSHS Funds Requested), reduced by $37,502 or (July 1, 2015 - 08/31/2015) allocation
Change No: 03	**Statement of Work**
Current: End Date: 08/31/2015	Revised: End Date: 06/30/2015
Change No: 04	**Special Provisions**
Current: General Provisions, Funding Article III, Use of Funds Section 3.03, is amended to include the following: Contractor is allocated $213,130 from September 1, 2014 to June 30, 2015. Contractor is allocated $37,502 from July 1, 2015 to August 31, 2015. Expenditures may not exceed the above allocated amounts within the specified timeframes.	Revised: General Provisions, Funding Article IV, Use of Funds Section 4.03, is amended to include the following: Contractor is allocated $213,130 from September 1, 2014 to June 30, 2015. Expenditures may not exceed the above allocated amounts within the specified timeframes.
Change No: 05	**Special Provisions**
Current: General Provisions, Access and Inspection Article IX, Access Section 9.01 is hereby revised to include the following: In addition to the site visits authorized by this Article of the General Provisions, Contractor will allow DSHS to conduct on-site quality assurance reviews of Contractor. Contractor	Revised: General Provisions, Access and Inspection Article XI, Access Section 11.01 is hereby revised to include the following: In addition to the site visits authorized by this Article of the General Provisions, Contractor will allow DSHS to conduct on-site quality assurance reviews of Contractor. Contractor

will comply with all DSHS documentation requests and on-site visits. Contractor will make available for review all documents related to the Statement of Work and Exhibit A, upon request by the DSHS Program staff.	will comply with all DSHS documentation requests and on-site visits. Contractor will make available for review all documents related to the Statement of Work and Exhibit A, upon request by the DSHS Program staff.
Change No: 06	**Special Provisions**
Current: General Provisions, General Business Operations of Contractor Article XII, Equipment Purchases (Including Controlled Assets), Section 12.20, is revised as follows: Contractor is required to initiate the purchase of approved equipment no later than August 31, 2015 as documented by issue of a purchase order or written order confirmation from the vendor on or before August 31, 2015. In addition, all equipment must be received no later than 60 calendar days following the end of the Program Attachment term.	Revised: General Provisions, General Business Operations of Contractor Article XIV, Equipment Purchases (Including Controlled Assets), Section 14.20, is revised as follows: Contractor is required to initiate the purchase of approved equipment no later than June 30, 2015 as documented by issue of a purchase order or written order confirmation from the vendor on or before June 30, 2015. In addition, all equipment must be received no later than 45 calendar days following the end of the Program Attachment term.
Change No: 07	**Special Provisions**
Current: General Provisions, General Terms Article VIII, Amendment Section 13.15, is amended to include the following: Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Program Attachment.	Revised: General Provisions, General Terms Article XV, Amendment Section 15.15, is amended to include the following: Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Program Attachment.
Change No: 08	**Direct Cost Categories**
Current: Personnel: $140,699 Fringe Benefits: $69,885 Travel: $6,100 Equipment: $0 Supplies: $7,708 Contractual: $0 Other: $26,240 Total Direct Costs: $250,632 Indirect Costs: $0 Total: $250,632	Revised: Personnel: $119,640 Fringe Benefits: $59,425 Travel: $5,640 Equipment: $0 Supplies: $15,045 Contractual: $0 Other: $13,380 Total Direct Costs: $213,130 Indirect Costs: $0 Total: $213,130
Change No: 09	**Local Funding (Match)**
Current: Indirect Costs: $25,063 Total: $25,063	Revised: Indirect Costs: $21,313 Total: $21,313

All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this contract and the terms of this Amendment, this Amendment shall control.

Contractor Signature

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract, including any attachments and addendums.

Signed by: Date Signed:

DSHS Signature 6/23/15

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract, including any attachments and addendums.

Signed by: Date Signed:

Approved as to content:

Mike Kemp, Fire Chief

Approved as to form:

John Grace, Asst. City Attorney

6/15/2015

Regular City Council Meeting **6. 1. 2.**

Meeting Date: 08/27/2015

Information

Agenda Item

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

Item Summary

Since 1993, staff has continually increased the number of children educated annually across Lubbock and the South Plains on safety issues involving bicycle, car, and pedestrian safety. This year the goal is to educate 10,000 people through all of Safety City's programs and events. The following public, parochial, and private schools have attended Safety City classes: Abernathy Independent School District, All Saints Episcopal School, Home School Students, Lamesa Independent School District, Levelland Independent School District, Littlefield Independent School District, Lubbock Independent School District, New Deal Independent School District, Plainview Independent School District, Seagraves Independent School District, Shallowater Independent School District, Slaton Independent School District, Southland Independent School District, Spur Independent School District, Sundown Independent School District. In addition, Safety City serves as a culminating activity for traffic safety courses as a part of the Lubbock Independent School District second grade curriculum. At Safety City, children practice the lessons learned in the classroom in a realistic setting. The hands-on experience results in better understanding of the traffic environment and its dangers. In addition to the core topics taught at Safety City, staff expanded the safety topics to include water, electrical, natural gas, railroad, distracted and drunk driving education. Safety City hosts several annual events such as Trick or Treat Street, Drive-In Movie Night, Brain Injury Awareness Bicycle Rodeo, Hero's Health and Safety Fair, and Safety City Summer Camp. In conjunction with the annual events, participation has been increased with the inclusion of preschool classes, ADA classes, and presentations at local health and safety fairs. Grant funding allows staff to further the cause of "Teaching Kids to Be Street Smart," and reduce the number of accidents involving children ages three through eighteen.

Fiscal Impact

$34,810.59 grant with a required match of $68,288.56, appropriated in the Outdoor Recreation budget.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

TxDOT Safety City Resolution

TxDOT Safety City Grant Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Texas Traffic Safety Program Grant Agreement from the State of Texas, acting by and through the Texas Department of Transportation for the "Teaching Kids to Be Street Smart" project for the bicycle, car, pedestrian, and other safety-related programs at Safety City, a copy of said Agreement is attached hereto and shall be 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:

_____
Bridget Faulkenberry, Parks and Recreation Director

APPROVED AS TO FORM:

_____
Laura Pratt, Assistant City Attorney

RES.TxDOT Safety City Grant 7.27.15
7.27.15

Texas Traffic Safety eGrants

Fiscal Year 2016

Organization Name: City of Lubbock - Parks & Recreation

Legal Name: City of Lubbock

Payee Identification Number: 17560005906000

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

ID: 2016-LubbockP-G-1YG-0015

Period: 10/01/2015 to 09/30/2016

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

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

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2016.

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

CFDA Number: **20.600**
CFDA Title: **State and Community Highway Safety Grant Program**
Funding Source: Section **402**
DUNS: **058213893**

Project Title: **Safety City: "Teaching Kids to be Street Smart"**
Description: The primary goal of Safety City is to develop and provide comprehensive traffic education programs to the South Plains with the initiate to create a safe environment on and around public roadways.
This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **10/01/2015** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2016** unless terminated or otherwise modified.

Total Awarded: **$103,099.15**
Amount Eligible for Reimbursement by the Department: **$34,810.59**
Match Amount provided by the Subgrantee: **$68,288.56**

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

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

THE SUBGRANTEE	THE STATE OF TEXAS
City of Lubbock [Legal Name of Agency]	Executed for the Executive Director and Approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out orders, established policies or work programs approved and authorized by the Texas Transportation Commission
By: _____ [Authorized Signature]	By: _____ [District Engineer Texas Department of Transportation]
GLEN C. ROBERTSON [Name]	_____ [Name]
MAYOR [Title]	_____ [Title]
Date: _____	Date: _____
Under the authority of Ordinance or Resolution Number (for local government): (If Applicable)	By: _____ Director, Traffic OperationsDivision Texas Department of Transportation (Not required for local project grants under $100,000.00)
_____ [Resolution Number]	Date: _____

APPROVED AS TO CONTENT:

Bridget Faulkenberry, Parks and Recreation Director

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO FORM:

Laura Pratt, Asst. City Attorney

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. It will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 25, Lobbying Certification.)

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.

1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

5. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.

F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on (1) proposed cost sharing and (2) demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the

Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:

1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.

2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.

3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods.

This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

D. The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as result of any activities of the Subgrantee, its agents, or employees.

B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

1. This agreement is terminated in writing with the mutual consent of both parties; or

2. There is a written thirty (30) day notice by either party; or

3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement.

Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of $25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of $25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement.
The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.310-.316, 200.318-.324.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: The Subgrantee, with regard to the work performed during the period of this agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has madeto obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or

supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision- making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://www.txdot.gov/business/partnerships/dbe.html

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. DEBARMENT AND SUSPENSION

A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

2. Have not within the three (3) year period preceding this agreement 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 federal, state, or local public 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 or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and

4. Have not, within the three (3) year period preceding this agreement, had one or more federal, state, or local public transactions terminated for cause or default.

B. Where the Subgrantee is unable to certify to any of the statements in this Article, the Subgrantee shall attach an explanation to this agreement.

C. The Subgrantee is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Subgrantee certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549.

D. The Subgrantee shall require any party to a subcontract or purchase order awarded under this Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

ARTICLE 25. LOBBYING CERTIFICATION

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief that:

A. No federally appropriated funds have been paid or will be paid by or on behalf of the Subgrantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. 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 federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with this federal contract, grant, loan, or cooperative agreement, the party to this agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Subgrantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt. 4.11) if this award provides for more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: https://www.sam.gov

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and

3. Report the total compensation and names of its top five (5) executives to the State if:

i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and

ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of $750,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov

C. If expenditures are less than $750,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _."

D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT

The Subgrantee will comply with the provisions of the Buy America Act (49 U.S.C. §5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude

a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

[This article applies only to non-profit entities.]

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

RESPONSIBILITIES OF THE SUBGRANTEE

A. Carry out the objectives and performance measures of this Grant Agreement by implementing all activities in the Action Plan.

B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 (Compensation) and Article 7 (Reporting and Monitoring) of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).

C. Attend Department-approved grant management training.

D. Attend meetings according to the following:
1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and schedule for the following quarter's work.
2. The project director or other qualified person will be available to represent the Subgrantee at meetings requested by the Department.

E. When applicable, all newly developed PI&E materials must be submitted to the Department for written approval, through the TxDOT Electronic Grants Management System (eGrants), prior to final production. Refer to the Traffic Safety Program Manual regarding PI&E procedures.

F. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement. For Department district-managed grants, the Subgrantee must have written Department district approval for travel and related expenses if outside of the Department district's boundaries.

G. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.

H. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or an activity already supported by local or state funds.

I. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented during the grant year.

RESPONSIBILITIES OF THE DEPARTMENT

A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:

1. review of periodic reports
2. physical inspection of project records and supporting documentation
3. telephone conversations
4. e-mails and letters
5. quarterly review meetings
6. eGrants

B. Provide program management and technical assistance.

C. Attend appropriate meetings.

D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.

E. Perform an administrative review of the project at the close of the grant period to:

1. Ascertain whether or not the project objectives were met
2. Review project accomplishments (performance measures completed, targets achieved)
3. Document any progress towards self-sufficiency
4. Account for any approved Program Income earned and expended
5. Identify exemplary performance or best practices

PLANNING AND ADMINISTRATION

Goal:

To provide effective and efficient management of the Texas Traffic Safety Program.

Strategy:

Ensure availability of program and project management training
Review and update program procedures as needed
Conduct periodic project monitoring and evaluation of traffic safety activities
Perform accurate accounting and efficient reimbursement processing
Maintain coordination of traffic safety efforts and provide technical assistance

ALCOHOL AND OTHER DRUG COUNTER MEASURES

Goal(s):

X **To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, fatalities and injuries.**

Strategy:

Educate the public and stakeholders on the use of interlock devices and other alcohol monitoring technologies for DWI offenders

To reduce the number of DUI-related crashes where the driver is under age 21.

Strategy:

Improve education programs on alcohol and driving for youth.
Increase public education and information, concentrating on youth age 5-13 and 14-20, including parent education on drinking and driving

MOTORCYCLE SAFETY

Select a goal:

X To reduce the number of motorcyclist fatalities

Select a strategy:

Improve public information and education on motorcycle safety, including the value of wearing a helmet

Improve public information and education on the value of not operating a motorcycle while under the influence of alcohol and/or other drugs

Increase public information and education on motorists' responsibility pertaining to motorcycle safety

Improve education and awareness of motorcycle safety among law enforcement and EMS personnel, educators and state & local traffic engineers

OCCUPANT PROTECTION

Select a goal:

X **To increase occupant restraint use in all passenger vehicles and trucks.**

Select a strategy:

Increase public information and education campaigns.
Increase intervention efforts by healthcare professionals, teachers, and all safety advocates.
Concentrate efforts on historically low use populations.
Increase occupant protection education, training, and awareness of safety belt issues for law enforcement, judges and prosecutors

PEDESTRIAN AND BICYCLIST SAFETY

Select a goal:

X **To reduce the number of motor vehicle-related pedestrian and bicyclist fatalities.**

Select a strategy:

Increase public information and education on motorists' responsibilities pertaining to pedestrian and bicyclist safety

Increase public information and education efforts on pedestrian and bicyclist safety

Improve "walkability" and "bikeability" of roads and streets

Improve identification of problem areas for pedestrians

SPEED CONTROL

Select a goal:

X **To reduce the number of speed-related fatal and serious injury crashes.**

Select a strategy:

Provide community training on speed-related issues
Increase public information and education concerning speed-related issues

DRIVER EDUCATION AND BEHAVIOR

Select a goal:

X **To increase public knowledge, perception and understanding of driver education and traffic safety for all road users.**

Select a strategy:

Develop and implement public information and education efforts on traffic safety issues
Conduct and assist local, state and national traffic safety campaigns
Implement and evaluate countermeasures to reduce the incidence of distracted driving
Conduct public information and education campaigns related to distracted driving

Select a goal:

X **To reduce the number of crashes and injuries related to distracted driving.**

Select a strategy:

Develop and implement public information and education efforts on traffic safety issues
Conduct and assist local, state and national traffic safety campaigns
Implement and evaluate countermeasures to reduce the incidence of distracted driving
Conduct public information and education campaigns related to distracted driving

RAILROAD / HIGHWAY CROSSING

Select a goal:

XTo reduce KAB crashes at railroad/highway crossings.

Select a strategy:

Increase public education and information on railroad/highway crossing safety

ROADWAY SAFETY

Select a goal:

X **To reduce the number of traffic crashes, injuries, and fatalities in work zones.**

Select a strategy:

Increase public education and information on roadway safety
Provide training on roadway safety issues

X **To increase knowledge of roadway safety and current technologies among people involved in engineering, construction, and maintenance areas at both the state and local level.**

Select a strategy:

Provide training on roadway safety issues

SAFE COMMUNITIES

Select a goal:

X **To establish integrated community traffic safety programs to prevent traffic-related fatalities and injuries.**

Select a strategy:

Support the establishment and growth Safe Communities Coalitions

Support statewide the Texas Safe Community efforts by providing education, training, and coordination on how to initiate and conduct community based traffic safety programs and how communities can become designated as a Texas Safe community Coalition

SCHOOL BUS

Select a goal:

XTo reduce School bus-related crashes, injuries and fatalities.

Select a strategy:

Provide public information and education campaigns to promote safe motor vehicle operations around school buses

PROBLEM IDENTIFICATION AND SOLUTION

I.Problem Identification

Lubbock specifically, has a history of being an unsafe place to drive. Discussing all the issues that are faced on the roadways in the south plains there is a dire need for awareness, education, and training among our youth and their families.These issues include pedestrian/cycling education and awareness, motorcycle safety, occupant safety, distracted driving, impaired driving, school bus safety, railroad safety, and general traffic safety.The NHTSA 2014 published report for pedestrian and cyclist fatalities have been consistent for the past several years. There were four pedestrian fatalities in 2013 and zero cyclist fatalities within Lubbock and the surrounding counties. The rate non fatal injuries with these two groups is even more astronomical. Texas reports over 40 serious injuries in rural contacts with vehicles failing to yield to pedestrians or bicyclist. In more urban areas, such as Lubbock, where there are more pedestrians, rates of serious injury and fatalities totaled 589. Non fatal crashes in Lubbock County and surrounding counties summed up to over 400 according to the NHTSA 2013 non fatal crash data. Motor vehicle crashes remains the leading cause of death for children ages 4, and then every age 11 through 14 (Texas Childhood Fatality Annual Report, 2013). According to the NHTSA, total fatality rates for motor vehicle crashes in Texas for 2013 decreased by .8%. While this is a trend in the right direction the change is not statistically significant and more work is needed to continue to save every life on our roadways. Texas' rate of 12.79 per 100,000 people is still significantly higher than the US average at 10.35 fatalities per 100,000 people. Specifically, Lubbock, Texas has reported a total fatality rate per 100,000 people for 2013 of 11.6. This is a reported 2% increase from last year's total fatalities in Lubbock County. With the additional fatalities of the surrounding counties, a total number of deaths in 2013 in the South Plains was a resounding 48. Lubbock continues to rank as one of the top most dangerous cities to drive. The Texas Motor Vehicle Crash Statistics state that 29% of those fatalities were with unrestrained passengers or drivers. Speeding is now the second leading cause of fatalities where alcohol-impaired driving has overtaken speeding related crashes covering 40% of all fatalities. Speeding related fatalities increased by 3.5% in Lubbock county in 2013. Fatalities and high rates of traffic accidents can also be contributed to the use of a wireless device or other distraction.This information reported by the Texas State Child Fatality Review Annual Report 2013, states distracted driving accounted for 6% of all motor vehicle fatalities. According to the report, 77% of the fatalities reviewed could have been prevented. There were a total of 3,283 motor vehicle crashes in which mobile phone use was a contributing factor. In Texas distracted driving due to a wireless device contributed to 35 fatalities and over 640 injuries. The top age group represented in the total number of traffic crashes caused by distracted driving is the 16-24 year old age group with 28,443 crashes out of the 94,943 total for 2013. This is a 4% increase from last year's distracted driving statistics. Distracted driving resulted in more than 459 Texas deaths and over 18,500 serious injuries (TXDOT, 2014). Lubbock police and City Council members convened late in 2013 to try to increase public awareness about the dangers of distracted driving (Lubbock Avalanche-Journal, 2013). Along with distracted driving, driving while under the influence is also a key factor in motor vehicle crashes. In 2013, national rates of alcohol related fatalities decreased by 2.5 percent Texas alcohol related fatalities increased by 2%. Alcohol impaired driving has taken over the lead in causality for fatalities in the state representing 49% of the total deaths. Lubbock in particular saw more than 5.88 deaths per 100,000 people in 2013.This is an increase of 5 total deaths than last year. Texas is also dealing with an rise in preventable deaths among motorcyclists. Half of all motorcycle fatalities in Texas are due to lack of helmet. In Lubbock, motorcycle fatalities increased in 2013 from the previous year and accounted for 18% of all fatalities seen in the county in 2013. General traffic safety, school bus safety, and railroad safety are other issues Lubbock county and the citizens of Lubbock faced with. NHTSA reported even though there seems to be a decrease in the number of fatalities on American roadways in 2013 the number of incidental crashes has increased. The general knowledge of

proper traffic flow, watching for trains, being cautious of school buses especially during peak hours are factors that contribute to those crashes.

II.Problem Solution

Safety City is a miniature town with working traffic lights, cross walks, overpasses, school zone, and railroad crossing. This 21/2 acre site is a place in which school aged youth and adults alike can learn real world experience in a safe and controlled setting. Safety City is operated and funded by the City of Lubbock Parks and Recreation Department. Safety City currently provides pedestrian, bicycle, distracted and impaired driving education, railroad education, speed education, occupant protection, and general traffic safety to the youth in Lubbock County. Students get real time hands on training to experience the techniques needed to drive/walk/ride a bicycle in a city. They also realize the dangers of participating in risky behavior such as driving distracted or under the influence.

Research provided by NHTSA's Child Pedestrian Safety Education: Applying Learning and Developmental Theories to Develop Safe Street-Crossing Behaviors, insists that behaviors are a motor skill. This means that the behavior of any one of the equation elements provided above and problems addressed in the previous section needs to have a practical application portion of the children to learn and practice by doing. These sessions cannot be a 30 minute walk through the course or 15 minute bicycle lesson, these behaviors need to be built into a person's routine or have a great enough impact to be remembered. According to the report, the incorporation of motor skill acquisition should be enough to make the motor actions automatic. "Once motor skills are automatic, there is increased mental capacity for problem solving and decision making." Continuing to have the students practice skills enough to be able to make educated and cognitive decisions is important to their safety in real world situations.

To continue the efforts of Safety City's goal of modeling and providing education to the South Plains of techniques to make everyone street smart, it is necessary to branch outside of the Lubbock County into the smaller more rural areas that are facing safety challenges. It is also the goal to reach a more adult population in the winter months when classes for the youth have slowed down. Adults involved in pedestrian and bicycle crashes are becoming more prevalent in the Lubbock County area. These education seminars would be held where ever adults congregate including senior centers, food distribution centers, and meeting with local groups and agencies. Material and safety equipment will be distributed including reflective wear and information booklets on the dangers and precautions of walking in high traffic areas.

With the aid of DPS, Texas BNSF, and other agencies, Safety City will be a one stop safety education and recreation center to increase traffic safety. Having full time staff participate in continuing education including program management courses and attending conferences with other enforcement and education entities will allow proper and quality education programs to be provided to the community. By providing information and hands on training, the entire South Plains community can practice being aware of their environment while participating in safe travel in whatever mode of transportation they desire.

Teaching motorcycle safety includes incorporating sharing the road, awareness of these vehicles and drivers, and being conscious of the need to wear a helmet while riding a motorcycle. These factors are monumental in reducing the number of accidents and ultimately fatalities due to motorcycle crashes and are all part of the training provided by Safety City. Not only is instruction on road safety being incorporated but general safety including any conditions in which the public may come into contact with on the roads including electrical lines and natural gas lines. Railroad education is especially important with the numerous lines in and out of the South Plains as a major mode of transportation for agriculture. With the number of schools in the area it is important for not only children to learn the proper techniques for loading and unloading but other drivers to know how far to stop from a loading and unloading bus. These general traffic safety guidelines are all a part of the overall educational experience at Safety City. Conditions are not always perfect and the more obstacles addressed early enough in life regarding traffic safety and undesirable conditions, the more prepared future drivers are to handle these situations in a calm and

cognitive manner. Based on research data from NHTSA and their continuous publications and our partnerships with LISD and surrounding school districts we have been able to develop curricula for the area students to provide them with devlopmentally appropriate and information. This approach creates partneships within the community to assist safety city in challenging the student's critical thinking skills while broadening their scope of safety information

III.Project Evaluation

In order to measure the success of the project, the organization will seek to reach 12,000 people, 2,000 more than previously served, to educate and provide hands on training of traffic safety. Daily measure of evaluation will include all attendees taking a "drivers license exam" and receive a Safety City Drivers license. Instructor/program evaluations will also be completed to accompanying teachers and volunteers to rate effectiveness

OBJECTIVES, PI&E, PERFORMANCE MEASURES AND ACTIVITES

Objective statement: To Participate in 3 Professional Training Seminars or Conferences by 9/30/2016

	Activity	Responsible	Activity Completion Date
1.	1 Safety City employees are to complete 1 traffic safety training each by the first quarter of the grant award year.	Subgrantee	1/31/2016
2.	1 Safety City employees are to complete an additonal safety training each by the end of the third quarter of the grant award year.	Subgrantee	5/30/2016
3.	1 Safety City employees are to attend 1 traffic safety conference with a focus on distracted driving, impaired driving, or pedestrain safety.	Subgrantee	9/30/2016
4.			
5.			
6.			
7.			
8.			
9.			
10.			

OBJECTIVES, PI&E, PERFORMANCE MEASURES AND ACTIVITES

Objective statement: To Educate 12000 people in safe pedestrian behavior by 9/30/2016

	Activity	Responsible	Activity Completion Date
1.	Host Annual Trick or Treat Street to educate te pulbic on pedestrain and other safety measures during Halloween	Subgrantee	11/1/2015
2.	Add additional recreation times at Safety City for adult pedestrains to use the facility to encourage safe pedestrain practices for the whole family	Subgrantee	12/30/2015
3.	Create a partnership with Lubbock Independent School District and surrounding school districts to teach students pedestrian and traffic safety	Subgrantee	1/1/2016
4.	Incorporate free exploration time at Safety City to be able for children to apply hands on knowlege learned during instruction times.	Subgrantee	3/30/2016
5.	Provide schools with curriculums to support hands on techniques taught and enforced at Safety City.	Subgrantee	5/30/2016
6.	Distribute educational literature to public on safe pedestrian and traffic practices.	Subgrantee	6/30/2016
7.	Host annual Health and Safety Fair to educate the public on health and safety issues.	Subgrantee	6/30/2016
8.	Provide educational seminars where adults are already assembled to provide them with education and information on safe pedestrian activity	Subgrantee	9/30/2016
9.			
10.			

OBJECTIVES, PI&E, PERFORMANCE MEASURES AND ACTIVITES

Objective statement: To Educate 12000 South Plains citizens proper bicycle safety and riding techniques by 9/30/2016

	Activity	Responsible	Activity Completion Date
1.	Develop a partnership with Lubbock Independent School District and surrounding school district students bicycle safety and riding techniques.	Subgrantee	11/30/2015
2.	Provide 5 informational seminars to adult groups to educate them on how to ride a bicycle in traffic safetly as well as how to drive among cyclists.	Subgrantee	5/30/2016
3.	Provide instruction to 15 early childhood centers,10 more than 2013 to engage early motor skills safe cycling and the importance of wearing a helmet.	Subgrantee	6/30/2016
4.	Provide the public with 1 sessions of safety camp at Safety City teaching participants all aspects of traffic safety.	Subgrantee	8/30/2016
5.	Increase participation of bicycle safety training for those individuals with disabilities by 5% of last years 10 participants.	Subgrantee	9/30/2016
6.	Provide local Boy Scout/Girl Scout troups classes in order for them to earn safety badges by learning traffic laws and proper bicycle maintenance.	Subgrantee	9/30/2016
7.	Provide 5% more bicycle lesons to the public than the previous 8 lessons conducted during 2013.	Subgrantee	9/30/2016
8.			
9.			
10.			

OBJECTIVES, PI&E, PERFORMANCE MEASURES AND ACTIVITES

Objective statement: To Provide 10000 South Plains citizens with motor vehicle safety education through hands on training by 9/30/2016

	Activity	Responsible	Activity Completion Date
1.	Introduce motor vehicle education by providing pedal cars to elementary students to supplement classroom instruction.	Subgrantee	10/30/2015
2.	Provide education and information on motorcycle safety including safety materials, videos, and the importance of wearing a helmet.	Subgrantee	10/30/2015
3.	Purchase curriculum materials to lead scientific based instruction of distracted driving and impaired driving classes.	Subgrantee	11/30/2015
4.	Initiate distracted driving education to students by having them drive a pedal car while using a cell phone.	Subgrantee	3/30/2016
5.	Partner with Texas Tech University to lead an impaired driving education course at one event.	Subgrantee	9/30/2016
6.	Incorporate railroad safety into all aspects of the traffic safety education program providing detailed hands on training to 10000 people.	Subgrantee	9/30/2016
7.			
8.			
9.			
10.			

BUDGET SUMMARY

Budget Category		TxDOT	Match	Program Income	Total
Category I - Labor Costs					
(100)	Salaries:	$11,850.00	$64,088.56	$0	$75,938.56
(200)	Fringe Benefits:	$0	$0	$0	$0
	Sub-Total:	$11,850.00	$64,088.56	$0	$75,938.56
Category II - Other Direct Costs					
(300)	Travel:	$1,116.00	$0	$0	$1,116.00
(400)	Equipment:	$5,100.00	$0	$0	$5,100.00
(500)	Supplies:	$2,100.00	$0	$0	$2,100.00
(600)	Contractual Services:	$0	$4,200.00	$0	$4,200.00
(700)	Other Miscellaneous:	$14,644.59	$0	$0	$14,644.59
	Sub-Total:	$22,960.59	$4,200.00	$0	$27,160.59
Total Direct Costs:		$34,810.59	$68,288.56	$0	$103,099.15
Category III - Indirect Costs					
(800)	Indirect Cost Rate:	$0	$0	$0	$0
Summary					
	Total Labor Costs:	$11,850.00	$64,088.56	$0	$75,938.56
	Total Direct Costs:	$22,960.59	$4,200.00	$0	$27,160.59
	Total Indirect Costs:	$0	$0	$0	$0
Grand Total:		$34,810.59	$68,288.56	$0	$103,099.15
	Fund Sources: (Percent Share)	33.76%	66.24%	0.00%	

Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in eGrants.

Regular City Council Meeting **6. 1. 3.**

Meeting Date: 08/27/2015

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute Amendment 2 to contract 11730 and all related documents with the City of Lubbock and Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG) to provide assistance to reduce poverty, revitalize low-income communities, and empower low-income families and individuals to become self-sufficient.

Item Summary

The source for this contract is a pass through grant from TDHCA. The total amount allocated to the City of Lubbock for FY 2015 is approximately $331,727. City Council previously approved and accepted funds released by TDHCA in the amount of $184,893. TDHCA has now released an additional $92,446. City of Lubbock will be notified as more funds are made available. The total amount to be released, including this amendment from the CSBG, is $277,339. The contract is an electronic signature contract. The period for performance of this contract is January 1, 2015 through December 31, 2015.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution and Contract - Texas Department of Housing

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 2 to that certain Agreement dated January 4, 2015 for Community Services Block Grant Program funding, by and between the City of Lubbock and the Texas Department of Housing and Community Affairs, and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Karen Murfee, Community Development Director

APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

ccdocs/RES. Amend 2 – CSBG – TDHCA
August 10, 2015

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NUMBER **2** TO CONTRACT NUMBER **61150002167**
FY 2015 COMMUNITY SERVICES BLOCK GRANT PROGRAM (CFDA#93.569)

This Amendment Number **2** to Community Services Block Grant Program Contract Number **61150002167** ("Second Amendment") by and between The Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department"), and **City of Lubbock,** a political subdivision of the State of Texas ("Subrecipient"), hereinafter collectively referred to as "Parties", is executed to be effective on **May 01, 2015.**

RECITALS

WHEREAS, the Department and Subrecipient, respectively, executed that Community Services Block Grant Program Contract Number. **61150002167** to be effective on January 4, 2015 ("Contract"); and

WHEREAS, the Parties desire to amend the Contract in the manner provided herein below.

AGREEMENTS

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1.

Section 4. A Department Obligations, of this Contract is hereby amended to read as follows:

"Section 4. A. Department Obligations. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse the actual allowable costs incurred by Subrecipient during the Contract Term, and pre-award administrative expenses from January 1, 2015 in an amount up to **$277,339.00** in accordance with the budget as approved by the Department and the terms of this Contract."

SECTION 2.

All of the remaining terms of the Contract shall be and remain in full force and effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this Second Amendment. In the event this Second Amendment and the terms of the Contract are in conflict, this Second Amendment shall govern, unless it would make the Contract void by law.

SECTION 3.

Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

SECTION 4.

This Second Amendment may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on Parties, notwithstanding that all the Parties shall not have signed the same counterpart.

SECTION 5.

If any of the Parties returns a copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission to be its original signature.

SECTION 6.

By signing this Second Amendment, the Parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein.

SECTION 7.

This Second Amendment shall be binding upon the Parties hereto and their respective successors and assigns.

SECTION 8.

This Second Amendment shall be effective and memorializes an effective date of **May 01, 2015.**

WITNESS OUR HAND EFFECTIVE: **May 01, 2015**

SUBRECIPIENT:

City of Lubbock
a political subdivision of the State of Texas

By:
Title:
Date:

DEPARTMENT:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS,
a public and official agency of the State of Texas

By:
Title: Its duly authorized officer or representative
Date:

Regular City Council Meeting **6. 1. 4.**

Meeting Date: 08/27/2015

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Mayor to execute contract 12466 for and on behalf of the City of Lubbock a $61,008 State administered, Federally funded, grant agreement for the FY 2015-16 STEP Comprehensive Texas Traffic Safety Grant Program.

Item Summary

The FY 2015-16 STEP Comprehensive Texas Traffic Safety Grant Program is a State administered, Federally funded selective traffic enforcement program emphasizing SPEED and DWI compliance as an effort to reduce death and serious bodily injury that results from traffic collisions. The program utilizes off duty law enforcement personnel.

Fiscal Impact

The enforcement program will be conducted during Fiscal Year 2015-16. Awards for this grant begin October 1, 2015. This is a 100% $61,008 grant administered from October 1, 2015 through September 30, 2016.

Staff/Board Recommending

Jerry Brewer, Interim Chief of Police

Attachments

Resolution & Grant - STEP

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 Texas Traffic Safety Program Grant Agreement, Project Title STEP-2016 Comprehensive, by and between the City of Lubbock and the State of Texas by and through the Texas Department of Transportation, and all related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Jerry Brewer, Interim Chief of Police

APPROVED AS TO FORM:

_____
Jeff Hartsell, Assistant City Attorney

vw:ccdocs/RES.Agrmt-TxDOT
July 10, 2015

Texas Traffic Safety eGrants

Fiscal Year 2016

Organization Name: City of Lubbock - Police Department

Legal Name: City of Lubbock

Payee Identification Number: 17560005906000

Project Title: STEP- 2016 Comprehensive

ID: 2016-Lubbock -S-1YG-0029

Period: 10/01/2015 to 09/30/2016

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

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

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2016.

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

CFDA Number: **20.600**
CFDA Title: **State and Community Highway Safety Grant Program**
Funding Source: Section **402**
DUNS: **05-821-38**

Project Title: **STEP- 2016 Comprehensive**
This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **10/01/2015** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2016** unless terminated or otherwise modified.

Total Awarded: **$122,015.00**
Amount Eligible for Reimbursement by the Department: **$61,007.50**
Match Amount provided by the Subgrantee: **$61,007.50**

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

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

THE SUBGRANTEE	THE STATE OF TEXAS
City of Lubbock [Legal Name of Agency]	Executed for the Executive Director and Approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out orders, established policies or work programs approved and authorized by the Texas Transportation Commission
By: _____ [Authorized Signature]	By: _____ [District Engineer Texas Department of Transportation]
_____ [Name]	_____ [Name]
_____ [Title]	_____ [Title]
Date: _____	Date: _____
Under the authority of Ordinance or Resolution Number (for local government): (If Applicable) _____ [Resolution Number]	By: _____ Director, Traffic OperationsDivision Texas Department of Transportation (Not required for local project grants under $100,000.00) Date: _____
ATTEST: _____ Rebecca Garza, City Secretary	APPROVED AS TO FORM: _____ Jeff Hartsell, Deputy City Attorney
APPROVED AS TO CONTENT: _____ Jerry Brewer, Interim Chief of Police	

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. It will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 25, Lobbying Certification.)

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.

1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

5. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.

F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on (1) proposed cost sharing and (2) demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the

Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:

1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.

2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.

3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods.

This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

D. The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as result of any activities of the Subgrantee, its agents, or employees.

B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

1. This agreement is terminated in writing with the mutual consent of both parties; or

2. There is a written thirty (30) day notice by either party; or

3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement.

Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of $25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of $25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement.
The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.310-.316, 200.318-.324.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: The Subgrantee, with regard to the work performed during the period of this agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has madeto obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or

supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision- making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address
http://www.txdot.gov/business/partnerships/dbe.html

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. DEBARMENT AND SUSPENSION

A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

2. Have not within the three (3) year period preceding this agreement 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 federal, state, or local public 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 or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and

4. Have not, within the three (3) year period preceding this agreement, had one or more federal, state, or local public transactions terminated for cause or default.

B. Where the Subgrantee is unable to certify to any of the statements in this Article, the Subgrantee shall attach an explanation to this agreement.

C. The Subgrantee is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Subgrantee certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549.

D. The Subgrantee shall require any party to a subcontract or purchase order awarded under this Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

ARTICLE 25. LOBBYING CERTIFICATION

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief that:

A. No federally appropriated funds have been paid or will be paid by or on behalf of the Subgrantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. 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 federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with this federal contract, grant, loan, or cooperative agreement, the party to this agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Subgrantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt. 4.11) if this award provides for more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: https://www.sam.gov

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and

3. Report the total compensation and names of its top five (5) executives to the State if:

i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and

ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of $750,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov

C. If expenditures are less than $750,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _."

D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT

The Subgrantee will comply with the provisions of the Buy America Act (49 U.S.C. §5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude

a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

[This article applies only to non-profit entities.]

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

RESPONSIBILITIES OF THE SUBGRANTEE

A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.

B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).

C. Attend Department-approved grant management training.

D. Attend meetings according to the following:
1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for the following quarter's work.
2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.

E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.

F. When applicable, all newly developed PI&E materials must be submitted to the Department for written approval, through the TxDOT Electronic Grants Management System (eGrants) system messaging, prior to final production. Refer to the Traffic Safety Program Manual regarding PI&E procedures.

G. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement. For Department district-managed grants, the Subgrantee must have obtained written Department district approval, through eGrants system messaging, for travel and related expenses if outside of the district boundaries.

H. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.

I. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.

J. Ensure that each officer working on the STEP project will complete an officer's daily report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, grant site number, mileage (including starting and ending mileage),

hours worked, type of citation issued or arrest made, officer and supervisor signatures.

K. All STEP agencies must provide the following provision in all daily activity report forms: "I understand that this information is being submitted to support a claim against a federally-funded grant program. False statements on this form may be prosecutable under 18 USC 1001. This information on this form is true, correct, and complete to the best of my knowledge and ability."

L. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty, unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.

M. Subgrantee may work additional STEP enforcement hours on holidays or special events not covered under the Operational Plan. However, additional work must be approved in writing by the Department, through eGrants system messaging, prior to enforcement. Additional hours must be reported in the Performance Report for the time period for which the additional hours were worked.

N. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.

O. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.

P. Prior to conducting speed enforcement, the Subgrantee must select and survey enforcement sites that comply with existing state mandated speed limits in accordance with the Texas Transportation Code, Sections 545.352 through 545.356.

Q. Officers assigned to speed sites should be trained in the use of radar or laser speed measurement devices.

R. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.

S. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.

T. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.

U. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

RESPONSIBILITIES OF THE DEPARTMENT

A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:

1. review of periodic reports
2. physical inspection of project records and supporting documentation
3. telephone conversations
4. e-mails and letters
5. quarterly review meetings
6. eGrants

B. Provide program management and technical assistance.

C. Attend appropriate meetings.

D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.

E. Perform an administrative review of the project at the close of the grant period to:

1. Ascertain whether or not the project objectives were met
2. Review project accomplishments (performance measures completed, targets achieved)
3. Document any progress towards self-sufficiency
4. Account for any approved Program Income earned and expended
5. Identify exemplary performance or best practices

PROGRAM ELEMENT SELECTION

YEAR LONG

X	DWI	DWI: Driving While Intoxicated
X	Speed	Speed: Speed Enforcement
	OP	OP: Occupant Protection (Safety Belt and Child Safety Seat)
	ITC	ITC: Intersection Traffic Control
	DD	DD: Distracted Driving

WAVE

	DWI	Jurisdiction wide (DWI enforcement effort must be focused at locations where there is an over-representation of alcohol-related crashes and/or DWI arrests)
	Speed	Jurisdiction wide (Speed enforcement should be focused on areas where there is at least a 50% noncompliance with the posted speed limits and/or a higher number of speed-related crashes)
	OP	Jurisdiction wide
	DD	Jurisdiction wide

CMV

	Speed,OP&HMV	CMV: Commercial Motor Vehicle; HMV: Hazardous Moving Violations

GOALS AND STRATEGIES

Goal:	To increase effective enforcement and adjudication of traffic safety-related laws to reduce crashes, fatalities, and injuries.
Strategies:	Increase and sustain high visibility enforcement of traffic safety-related laws.
	Increase public education and information campaigns regarding enforcement activities.
Goal:	To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, injuries, and fatalities.
Strategy:	Increase and sustain high visibility enforcement of DWI laws.
Goal:	To reduce the number of speed-related crashes, injuries, and fatalities.
Strategy:	Increase and sustain high visibility enforcement of speed-related laws.

[X] I agree to the above goals and strategies.

BASELINE INFORMATION

Baseline Year (12 months) From 11/1/2013 to 10/31/2014

Baseline Measure	Baseline Number
Number of Driving While Intoxicated (DWI) arrests	681
Number of Driving Under Influence (DUI) of Alcohol by Minor Arrests/Citations	12
Number of speed citations	15095
Number of Distracted Driving Citations	0

	Baseline Number	Month/Year of Survey
Percentage of speed compliance	32.65 %	12/2014

LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

Objective/Performance Measure	Target Number
1. Number and type citations/arrests to be issued under STEP	
a. Increase DWI arrests by	50
b. Increase DUI of Alcohol by Minor arrests/citations by	10
b. Increase speed citations by	7000
2. Proposed total number of traffic related crashes	
a. Reduce the number of alcohol-related crashes to	300
b. Reduce the number of speed-related crashes to	3000
3. Increase speed compliance	
a. Increase the speed compliance rate to	60%
4. Number of Enforcement Hours	2600
Step Indicator	**3.06**

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

PI&E OBJECTIVE/PERFORMANCE MEASURE

Objectives/Performance Measure	Target Number
Support Grant efforts with a public information and education (PI&E) program	
a. Conduct presentations	5
b. Conduct media exposures (e.g. news conferences, news releases, and interviews)	5
c. Conduct community events (e.g. health fairs, booths)	2
d. Produce the following number of public information and education materials	1000
e. Number of public information and education materials distributed	1000

Operational Plan

Page Title: Speed Sites 1

Site Number	Type (Speed, OP, ITC)	Site Description (include Miles Per Hour)	Survey Results (Compliance Percentage)	Enforcement Period (Days & Times)
1. 1	Speed	1900-8200 IH 27 65 MPH 5 Miles	38%	All days 0700-2000
2. 2	Speed	300 N. University -9800 University 40 MPH 7.0 Miles	22%	All Days 0700-2000
3. 3	Speed	1900-8100 Indiana Ave 40 MPH 5 Miles	34.5%	All Days 0700-2000
4. 4	Speed	800 S. Loop 289-3400 NW Loop 289 16 Miles 60-65 MPH	`12%	All days 0700-2000
5. 5	Speed	800 19th Street -6500 19th Street 6.64 Miles 40-50 MPH	34%	All Days 0700-2000
6. 6	Speed	800-7800 82nd Street 8.51 Miles 40 MPH	40%	All Days 0700-2000
7. 7	Speed	800-5100 34th Street 4.45 Miles 35 MPH	37%	All Days 0700-2000

Operational Plan

Page Title: Speed Sites/ DWI 2

Site Number	Type (Speed, OP, ITC)	Site Description (include Miles Per Hour)	Survey Results (Compliance Percentage)	Enforcement Period (Days & Times)
1. 8	Speed	800 -5700 50th Street 5.42 Miles 40-45 MPH	43%	All days 0700-2000
2. 9	DWI	Jurisdiction Wide	%	All Days 2000-0600
3.			%	
4.			%	
5.			%	
6.			%	
7.			%	

BUDGET SUMMARY

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries:	$60,307.50	$60,307.50	$120,615.00
(200)	Fringe Benefits:	$0	$0	$0
	Sub-Total:	$60,307.50	$60,307.50	$120,615.00
Category II - Other Direct Costs				
(300)	Travel:	$450.00	$450.00	$900.00
(400)	Equipment:	$0	$0	$0
(500)	Supplies:	$0	$0	$0
(600)	Contractual Services:	$0	$0	$0
(700)	Other Miscellaneous:	$250.00	$250.00	$500.00
	Sub-Total:	$700.00	$700.00	$1,400.00
Total Direct Costs:		$61,007.50	$61,007.50	$122,015.00
Category III - Indirect Costs				
(800)	Indirect Cost Rate:	$0	$0	$0
Summary				
	Total Labor Costs:	$60,307.50	$60,307.50	$120,615.00
	Total Direct Costs:	$700.00	$700.00	$1,400.00
	Total Indirect Costs:	$0	$0	$0
Grand Total		$61,007.50	$61,007.50	$122,015.00
	Fund Sources (Percent Share):	50.00%	50.00%	

Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in Egrants.

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
July 10, 2015

Administrative Information

City Assigned Grant Number	
Grant Name	STEP - 2015 Comprehensive (Speed/DWI)
Grant Effective Date	10/1/2015-09/30/2016
Grant Provider/Agency	Texas Department of Transportation
Grant Award Amount	$61,007.50
Amount City Grant Match	$61,007.50
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. 2.**

Meeting Date: 08/27/2015

Information

Agenda Item

Budget Amendment Ordinance 2nd Reading - Finance: Consider Budget Ordinance 2015-O0078 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

On August 13, 2015, the City Council approved the first reading of the ordinance.

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. 3.**

Meeting Date: 08/27/2015

Information

Agenda Item

Ordinance 2nd Reading - Finance: Consider Ordinance 2015-O0079 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

On August 13, 2015, the City Council approved the first reading of the ordinance.

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

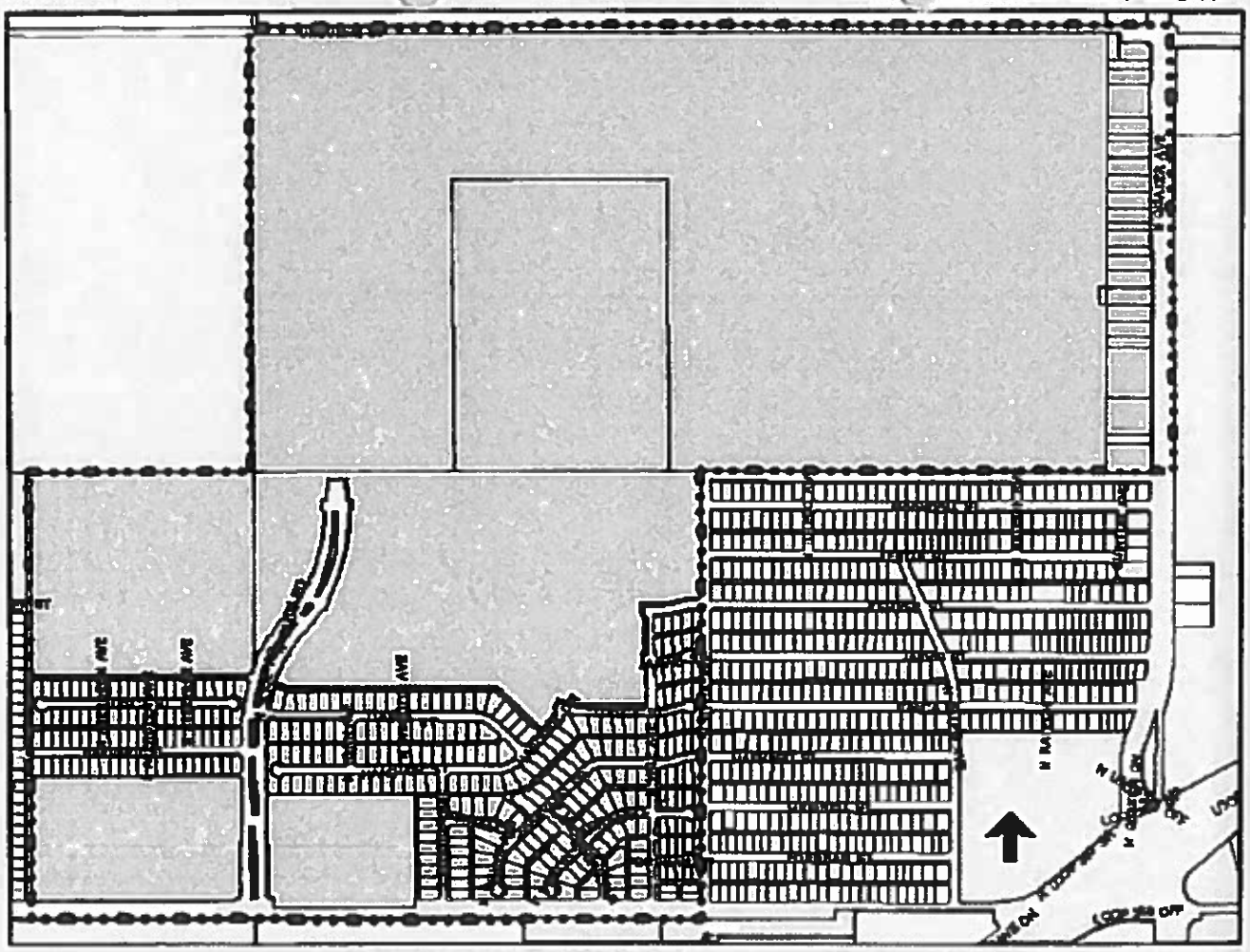
Property Address(es)

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	2005	2006	2007	2008	2009	2010	2011	2012	2013	Totals
REVENUE											
Property Values*	13,800,000	57,376,000	129,023,520	187,643,990	249,284,670	287,776,568	303,723,976	309,809,456	315,998,509	322,318,439	322,318,439
Discounted Property Values	11,845,000	45,800,000	100,818,818	140,835,162	169,427,996	238,218,454	242,999,783	247,949,388	252,787,207	257,853,151	257,853,151
Assessment @ $0.14	-	-	15,456	64,291	141,149	200,499	276,199	-	-	-	698,553
Assessment @ $0.04	-	-	-	-	-	-	-	65,267	97,182	99,139	261,615
Total	-	-	15,456	64,291	141,149	200,499	276,199	65,267	97,182	99,139	1,021,187
Expenses-$0.14*											
Main Road - Add of new & median 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)	-	13,000	-	-	-	-	-	-	-	-	13,000
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)	-	3,000	2,000	-	-	-	-	-	-	-	5,000
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	12,340	-	-	-	-	-	-	-	24,340
Maintained Entry Stations (2)											
General Maintenance (3 rotations of color)	-	-	-	6,242	6,367	6,495	6,624	6,757	6,892	7,030	46,408
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)	-	49,850	41,483	14,821	-	-	-	-	-	-	88,734
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	199,537				374,142
Total	-	-	15,456	64,291	141,149	200,499	276,199	65,267	97,182	99,139	1,021,187
Cash Reserves	-	-	0	(0)	(0)	0	9,463	19,353	29,453	36,754	36,754

*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

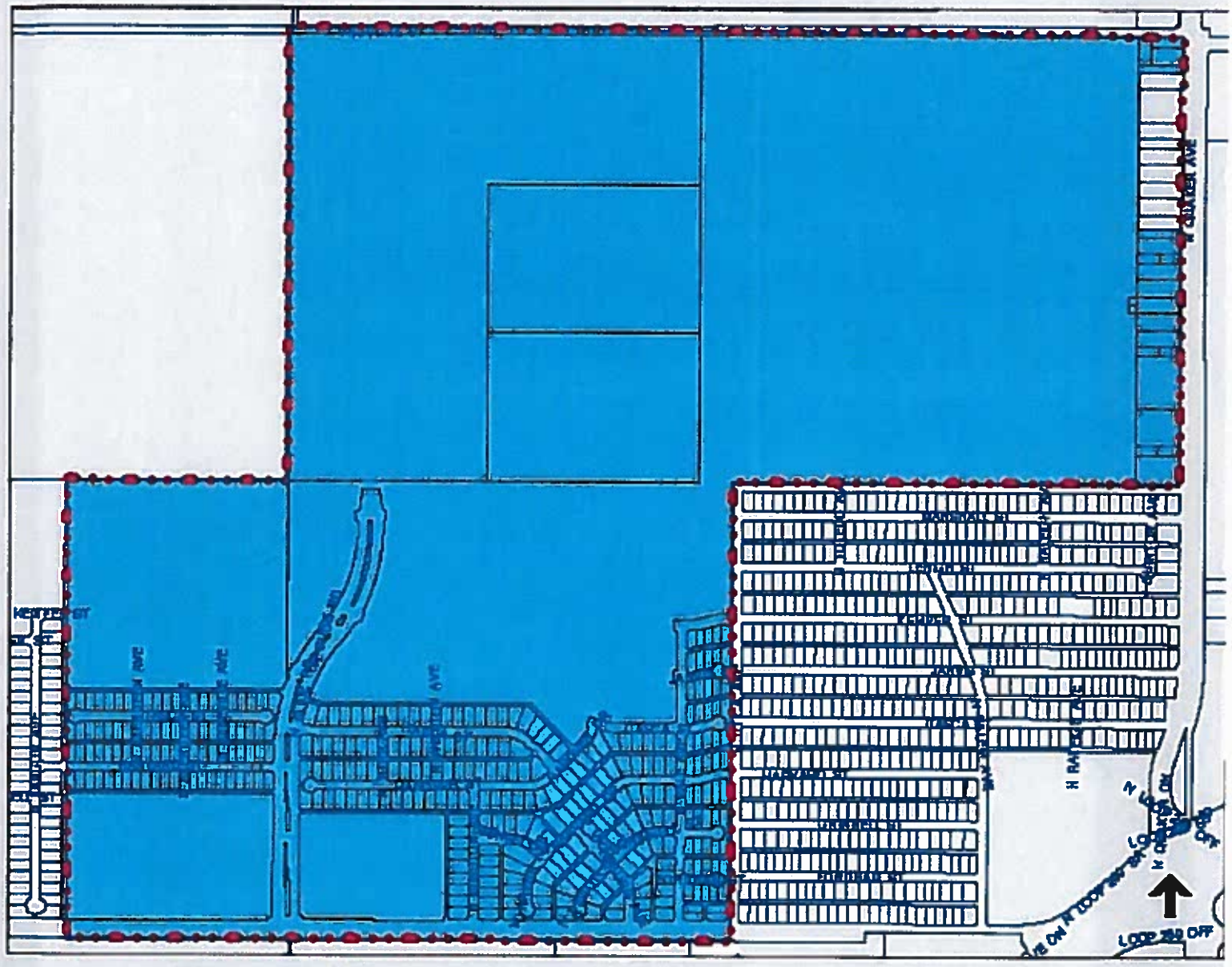
Exhibit "B"

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 **6. 4.**

Meeting Date: 08/27/2015

Information

Agenda Item

Ordinance 2nd Reading - Finance: Consider Ordinance 2015-O0081 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

On August 13, 2015, the City Council approved the first reading of the ordinance.

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").

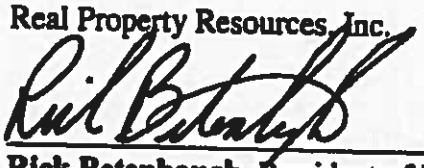
The signers of this petition request the establishment of the District and this petition will be filed with the City Secretary in support of the creation of the District by the City Council as herein provided.

[Signature on following page]

EXHIBIT A

PETITIONERS:

Real Property Resources, Inc.



Rick Betenbough, President of Real Property Resources, Inc.

Signature Page for Petition

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.



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.


Quincy P k Public Improvement Distr March 2009
Exhibit A
N
W
E
S
UPLAND AVE
88TH ST
ROCHESTER
QUINCY AVE
177.19 Acres
UPLAND AVE
QUINCY AVE
98TH ST

EXHIBIT A

Exhibit "2" **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:

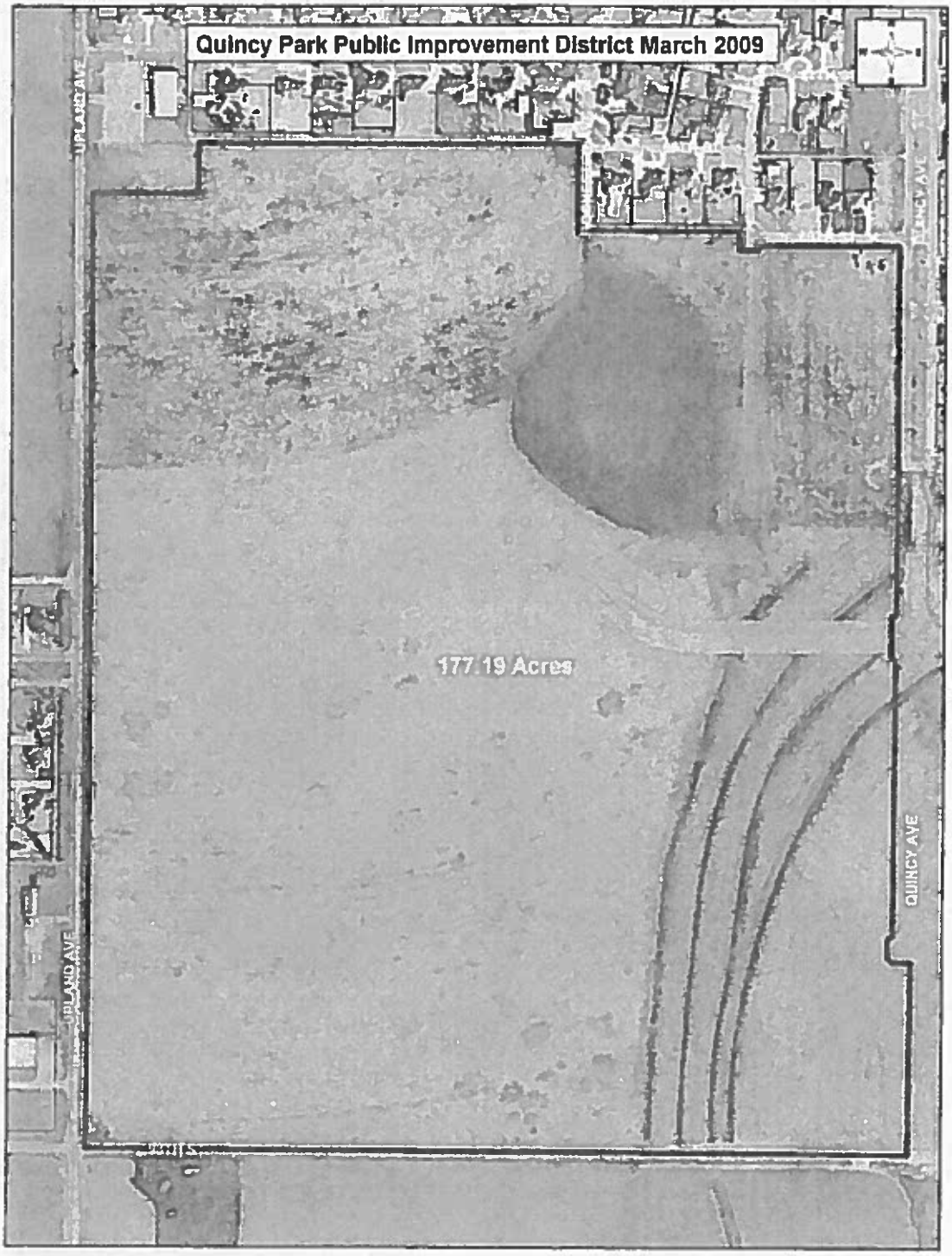
THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH. FOUND MONUMENTS ARE ACCEPTED AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.

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[a]
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

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*
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

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*
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	-	-	-

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*
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

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*
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

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*
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

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*
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

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*
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

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]
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

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*
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

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]
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

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*
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

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]
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

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]
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

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*
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

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*
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

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*
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

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*
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

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*
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

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*
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

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]
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

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*
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

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]
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

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*
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

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*
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

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*
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

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*
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

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]
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

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*
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

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]
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

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*
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

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*
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

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*
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

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*
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

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]
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

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*
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

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*
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

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*
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

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]
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

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*
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

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*
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

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*
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

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*
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

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*
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

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*
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

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*
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

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]
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

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*
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

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*
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

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*
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 **6. 5.**

Meeting Date: 08/27/2015

Information

Agenda Item

Ordinance 2nd Reading - Finance: Consider Ordinance 2015-O0080 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

On August 13, 2015, the City Council approved the first reading of the ordinance.

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

EXHIBIT A

Resolution No. 2003-R0468
October 9, 2003
Item No. 75

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:

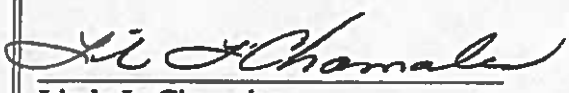
Rebecca Garza, City Secretary

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 Pubic, 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;

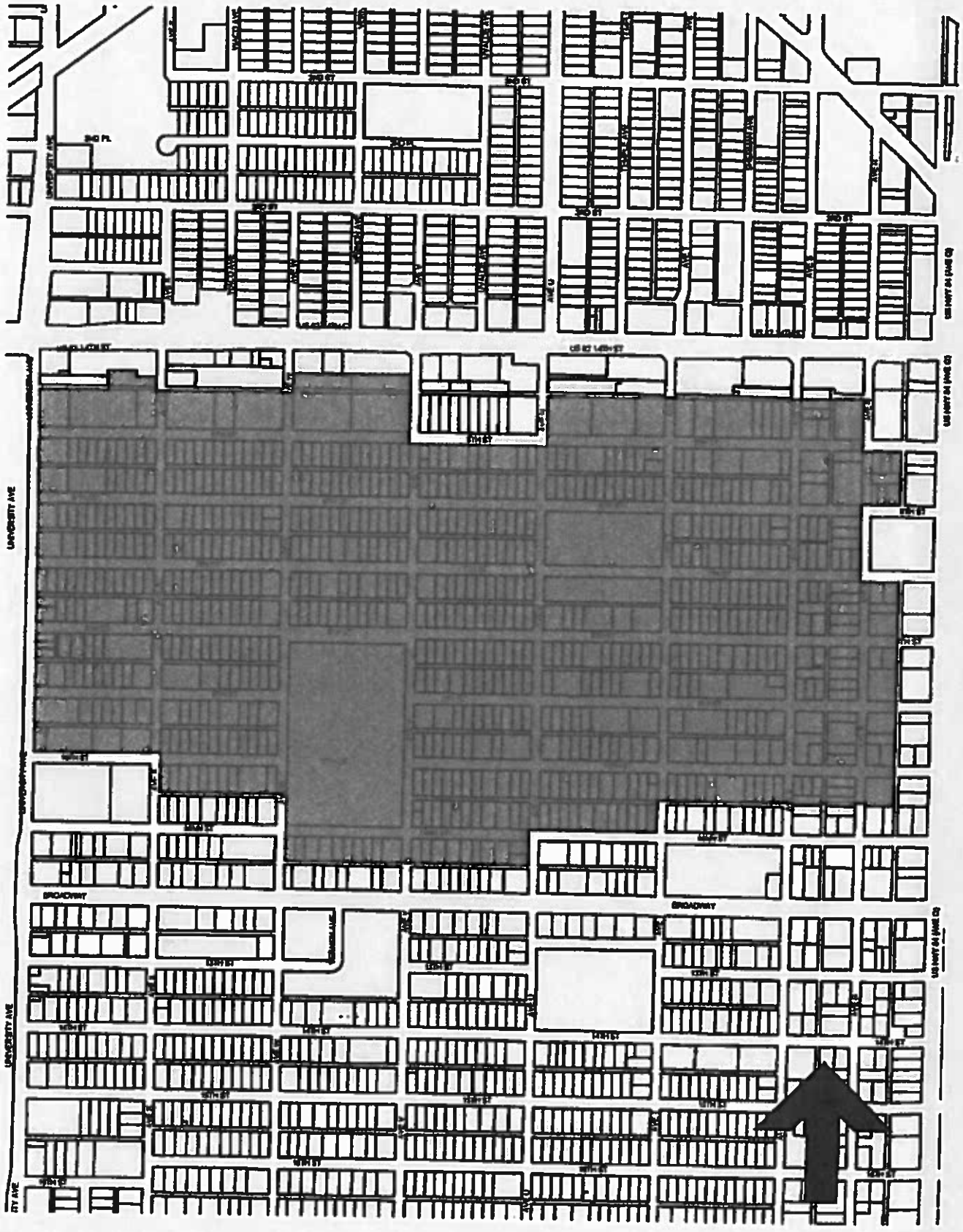
Then west along the northern right-of-way of the alley between Main Street and Broadway to the eastern right-of-way of Avenue W;

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 **6. 6.**

Meeting Date: 08/27/2015

Information

Agenda Item

Ordinance 2nd Reading - Finance: Consider Ordinance 2015-O0082 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

On August 13, 2015, the City Council approved the first reading of the ordinance.

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:\city att\Linda\Ordinances\Valencia PID Ordinance 2015 Assessment
July 15, 2015

Resolution No. 11-R0310 EXHIBIT A
July 14, 2011
Item No. 6.4

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

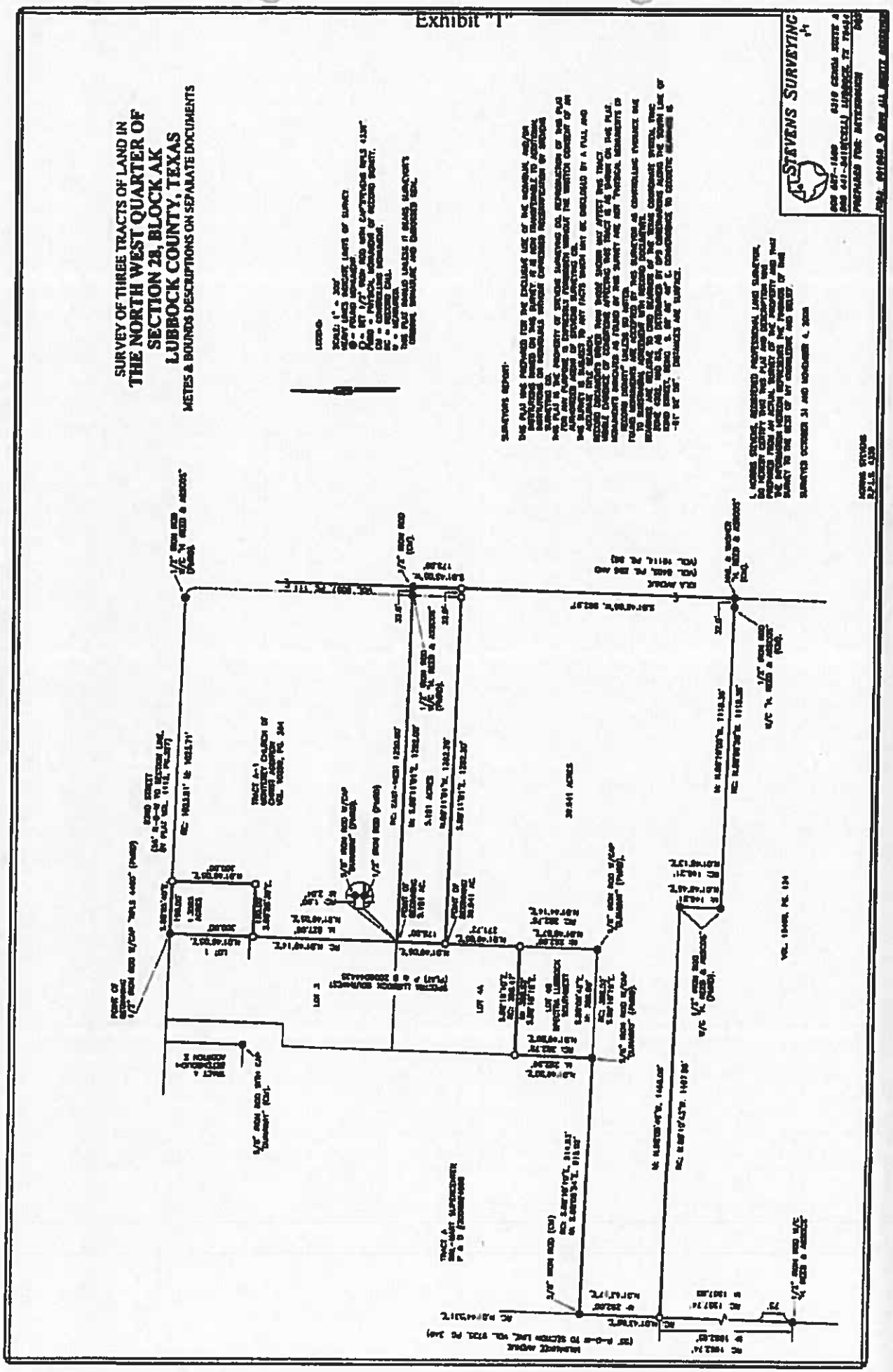

Exhibit "1"
SURVEY OF THREE TRACTS OF LAND IN
THE NORTH WEST QUARTER OF
SECTION 28, BLOCK AK
LUBBOCK COUNTY, TEXAS
METES & BOUNDS DESCRIPTIONS ON SEPARATE DOCUMENTS
STEVENS SURVEYING

Exhibit "1"

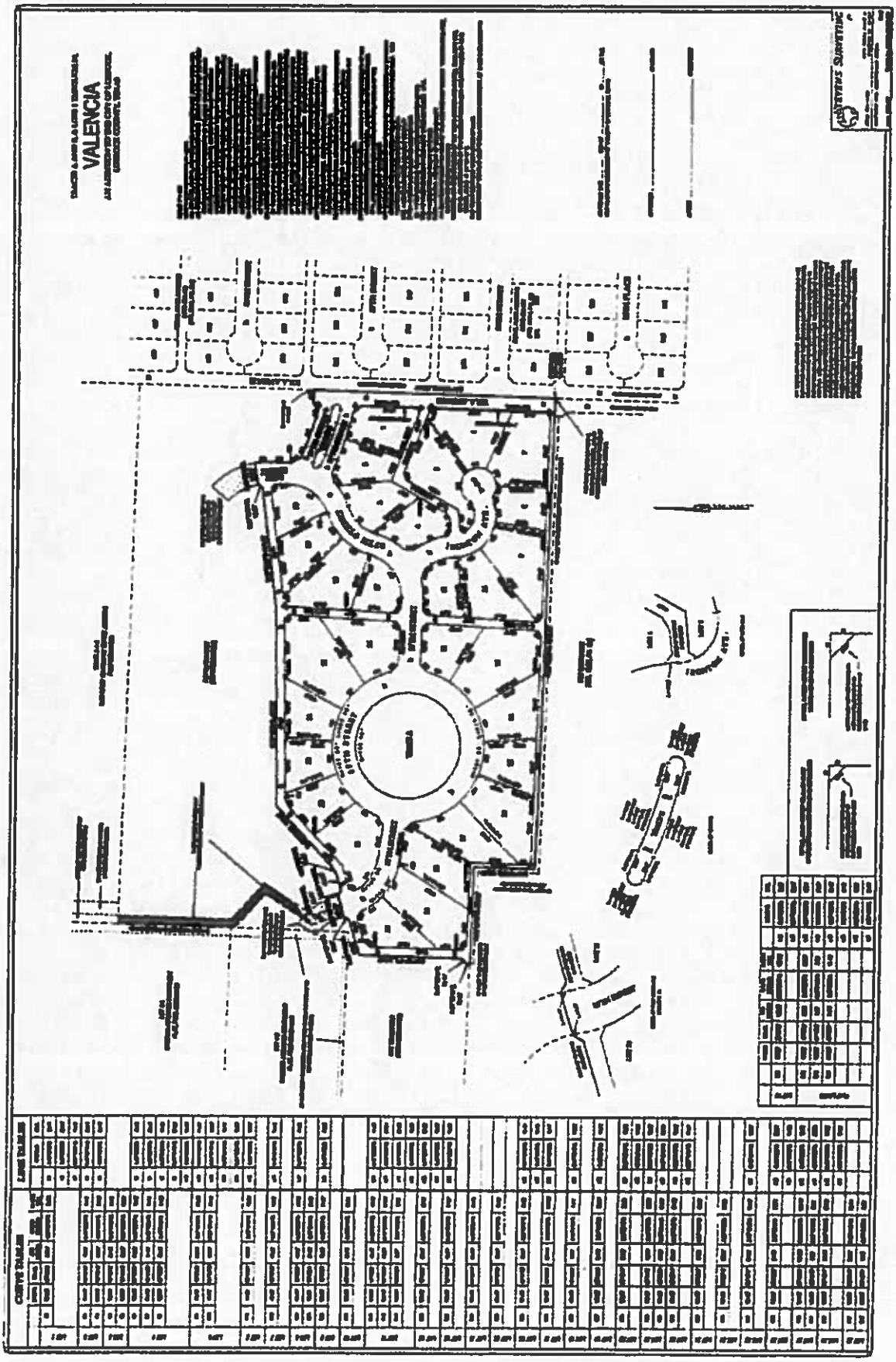


Exhibit "2"

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;

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

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

TABLE OF CONTENTS

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

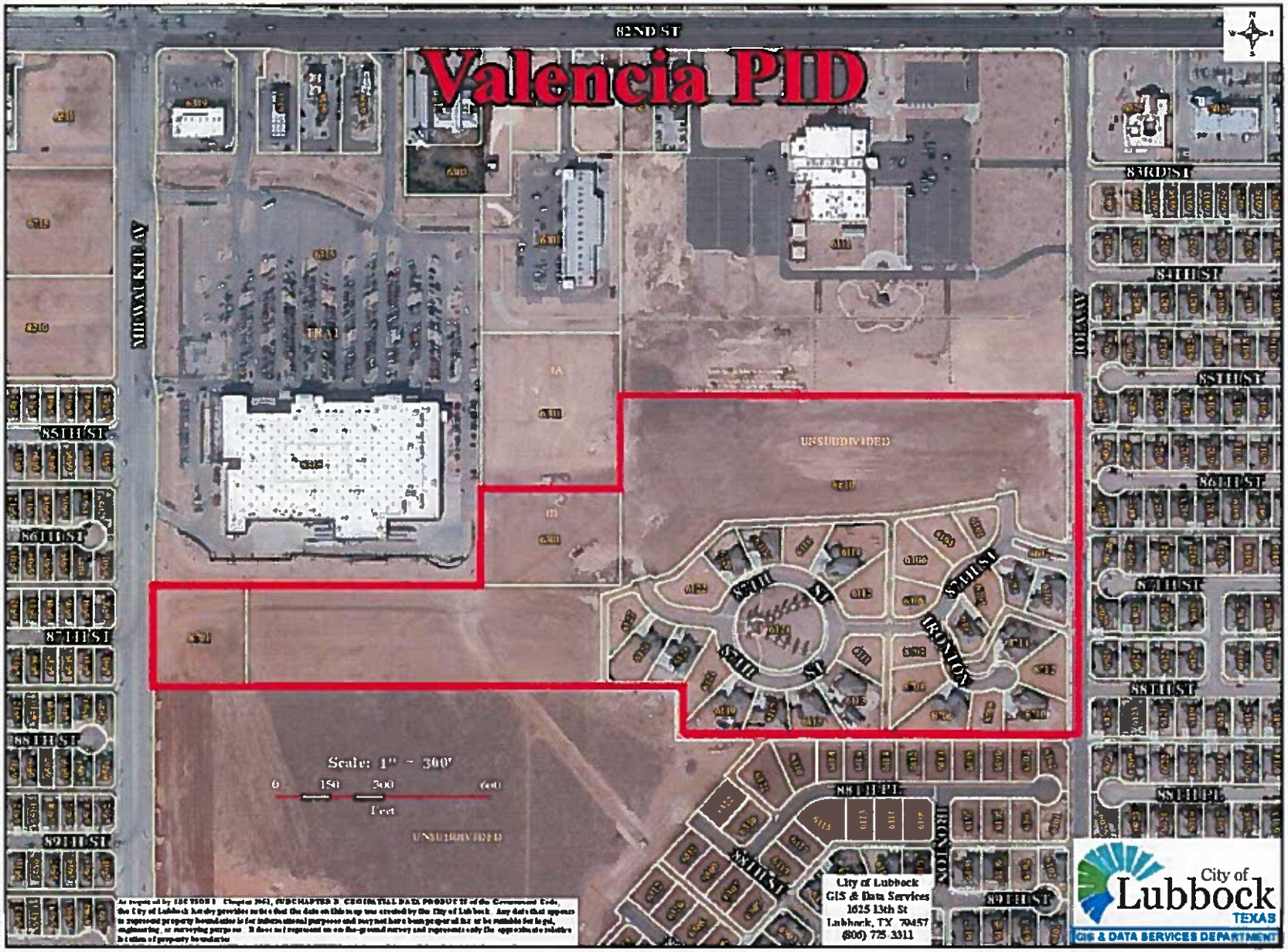


Exhibit B

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 **6. 7.**

Meeting Date: 08/27/2015

Information

Agenda Item

Ordinance 1st Reading - Finance: Consider a Supplemental Ordinance supplementing Ordinance No. 2007-O0058, 2008-O0079, 2009-O0090, 2010-O0075, 2011-O0082, 2012-O0104, 2013-O0091, and 2014-O0107 pursuant to which Assessments were levied on property within Vintage Township Public Improvement District to Provide Public Improvements for the District.

Item Summary

On June 26, 2007 (second reading) the City Council approved Ordinance No. 2007-00058 which approved a Service and Assessment Plan and Assessment Roll for Vintage Township PID and supplemented that ordinance with Ordinance No. 2008-O0079 on September 11, 2008, Ordinance No. 2009-O0090 on September 24, 2009, Ordinance No. 2010-O0075 on September 27, 2010, Ordinance No. 2011-O0082 on September 27, 2011, Ordinance No. 2012-O0104 on September 27, 2012, Ordinance No. 2013-O0091 on September 26, 2013, Ordinance No. 2014-O0107 on September 4, 2014 and levied assessments on property within the PID. On April 24, 2008, the Vintage Township Public Facilities Corporation and the City Council authorized the issuance of PID bonds, payable from assessments on the property within the PID, to provide financing for public improvements within the PID. The PID statute and the Assessment Ordinance require that the City Council annually review and update the Service and Assessment Plan and the Assessment Roll. Since the PID assessments were levied on June 26, 2007, after a public hearing and public notice (and now secure the bonds), it is not necessary to provide new notice or a public hearing relating to the Service Plan Update. As contemplated by the Assessment Ordinance, the Service Plan Update will conform the original Assessment Roll to the principal and interest payment schedule required for the bonds. In addition, the Service Plan Update updates the Assessment Roll to reflect prepayments, property divisions and changes to the budget allocation for PID improvements that occur during the year, if any.

Fiscal Impact

The bonds are not payable from City funds so there will be no fiscal impact to the City.

Staff/Board Recommending

Cheryl Brock Executive Director of Budget

Attachments

Vintage Ordinance

Vintage Township 2015 Service Plan Update

ORDINANCE NO. _____

AN EIGHTH SUPPLEMENTAL ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUBBOCK UPDATING THE VINTAGE TOWNSHIP PUBLIC IMPROVEMENT DISTRICT SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL.

WHEREAS, on January 12, 2007, after notice and a public hearing in the manner required by law, the City Council of the City of Lubbock, Texas (the "City") approved a resolution authorizing the creation of the Vintage Township Public Improvement District (the "District"); and

WHEREAS, on June 14, 2007 and June 26, 2007, after notice and a public hearing conducted in the manner required by law, the City Council adopted Ordinance No. 2007-O0058 (the "Assessment Ordinance") approving a Service and Assessment Plan and Assessment Roll and the levy of assessments on property in the District; and

WHEREAS, on April 24, 2008, the City Council and the Vintage Township Public Facilities Corporation issued bonds secured directly and indirectly, respectively, by the assessments levied pursuant to the Assessment Ordinance; and

WHEREAS, Section 372.013 of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act") and the Service and Assessment Plan require that the Service and Assessment Plan and Assessment Roll be annually reviewed and updated; and

WHEREAS, Supplemental Ordinances reviewing and updating the Service and Assessment Plan were passed September 11, 2008, September 24, 2009, September 27, 2010, September 27, 2011, September 27, 2012, September 26, 2013, and September 4, 2014;

WHEREAS, the Annual Service Plan Update and updated Assessment Roll attached as Exhibit A hereto conform the original Assessment Roll to the principal and interest payment schedule required for the bonds, thereby reducing the amounts listed on the original Assessment Roll, and update the Assessment Roll to reflect repayments, property divisions and changes to the budget allocation for District public improvements that occur during the year, if any; and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance which supplements the Assessment Ordinance and approves and adopts the Annual Service Plan Update and the updated Assessment Roll attached thereto, in conformity with the requirements of the PID Act.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK, TEXAS:

Section 1. Findings.
The findings and determinations set forth in the preambles are hereby incorporated by reference for all purposes.

Section 2. Annual Service Plan Update and Assessment Roll.

The Annual Service Plan Update and updated Assessment Roll attached hereto as Exhibit A are hereby accepted and approved.

Section 3. Effective Date.

This Ordinance shall take effect upon passage and execution hereof.

AND IT IS SO ORDERED.

Passed by the City Council 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/Vintage PID Supplemental Assessment 2015

EXHIBIT A

ANNUAL SERVICE PLAN UPDATE AND UPDATED ASSESSMENT ROLL

VINTAGE TOWNSHIP PUBLIC IMPROVEMENT DISTRICT
LUBBOCK, TEXAS

ANNUAL SERVICE PLAN UPDATE AND AMENDMENTS TO THE SERVICE AND ASSESSMENT PLAN

August 12, 2015

VINTAGE TOWNSHIP PUBLIC IMPROVEMENT DISTRICT
LUBBOCK, TEXAS

ANNUAL SERVICE PLAN UPDATE AND AMENDMENTS TO THE SERVICE AND ASSESSMENT PLAN

A. Introduction

The Vintage Township Public Improvement District (the "PID") was created pursuant to the PID Act and a resolution of the City Council on January 12, 2007 to finance certain public improvement projects for the benefit of the property in the PID. The Vintage Township Public Facilities Corporation Special Revenue Bonds, Series 2008A in the aggregate principal amount of $2,193,000 (the "Series 2008A Bonds") and The Vintage Township Public Facilities Corporation Special Revenue Bonds, Series 2008B in the aggregate principal amount of $1,279,000 (the "Series 2008B Bonds") were issued to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of the public improvements provided for the benefit of the property in the PID.

A service and assessment plan (the "Service and Assessment Plan") was approved by the City pursuant to Ordinance No. 2007-00058, as amended by Ordinance No. 2008-00005, identifying the public improvements (the "Improvement Project") to be provided by the PID, the costs of the Improvement Projects, the indebtedness to be incurred for the Improvement Projects, and the manner of assessing the property in the PID for the costs of the Improvement Projects. The Service and Assessment Plan is to be reviewed and updated annually. Section 372.015 of the PID Act states that the governing body of the municipality shall apportion the cost of an improvement to be assessed against property in an improvement district, and the apportionment shall be made on the basis of special benefits accruing to the property because of the improvement. Section 372.015(d) provides that the amount of assessment for each property owner may be adjusted following the annual review of the service plan. This document is the update of the Service and Assessment Plan for 2015.

The City had an assessment roll (the "Assessment Roll") prepared identifying the assessments on each parcel, based on the method of assessment identified in the Service and Assessment Plan. This Annual Service Plan also explains the update of the Assessment Roll.

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 are binding upon the owners of Assessed Property and their respective transferees, legal representatives, heirs, devisees, successors and assigns. The Assessments have lien priority as specified in the PID Act.

B. Update of the Service Plan

Annual Budget for the Public Improvements

The actual total cost of Improvement Project A is $2,920,808, which represents a reduction in the budget for Improvement Project A included in the Service and Assessment Plan. The actual total cost of Improvement Project B is equal to $1,828,466, which also represents a reduction of the budget for Improvement Project B included in the Service and Assessment Plan. There are budget line item cost revisions for the Improvement Projects as reported by the Developer. The reductions in the budget and the budget line revisions were reflected in prior annual SAP updates. The original and revised budgets for the Improvement Projects are included in Appendix A. The budget includes Improvement Project A and Improvement Project B.

As shown by Table A, the PID has incurred indebtedness in the total amount of $3,472,000 in the form of the Series 2008A and Series 2008B Bonds, which are to be repaid from Assessments, and the Developer is to fund the balance of the costs of the Improvement Projects as shown below.

Table A
Sources and Uses of Funds
Public Improvements

Sources of Funds:	**Improvement Project A Series A Bonds**	**Improvement Project B Series B Bonds**	**Total**
Bond proceeds	$2,193,000	$1,279,000	$3,472,000
Developer's contribution to Reserve Account	$219,300	$0	$219,300
Developer's contribution to Prepayment Reserve Account	$40,928	$23,870	$64,798
Other private funds	$804,366	$833,286	$1,637,652
Total Sources of Funds	**$3,257,594**	**$2,136,156**	**$5,393,750**
Uses of Funds:			
Improvement project	$2,920,808	$1,828,466	$4,749,274
Capitalized Interest Account	$61,644	$128,694	$190,338
Collection Costs Account	$14,914	$27,226	$42,140
Reserve Account	$219,300	$127,900	$347,200
Prepayment Reserve Account	$40,928	$0	$40,928
Developer Sub-Account of the Prepayment Reserve Account	$0	$23,870	$23,870
Total Uses of Funds	**$3,257,594**	**$2,136,156**	**$5,393,750**

Note: The numbers in this and subsequent tables are in some cases shown rounded to the nearest dollar; however, the calculations are made to the cent.

A service plan must cover a period of five years. All of the Improvement Projects are expected to be provided within a period of five years. The anticipated budget for the Improvement Projects over a period of five years and the indebtedness expected to be incurred for these costs is shown by Tables B-1 and B-2.

Table B-1
Improvement Project A
PID Sources and Uses of Funds
2008 – 2015

Sources of Funds:	Improvement Project A		Total
	Year 2008-2014	Year 2015	
Bond proceeds	$2,193,000	$0	$2,193,000
Developer's contribution to Reserve Account	$219,300	$0	$219,300
Developer's contribution to Prepayment Reserve Account	$40,928	$0	$40,928
Other private funds	$804,366	$0	$804,366
PID - Sources of Funds	**$3,257,594**	**$0**	**$3,257,594**
Uses of Funds:			
Improvement project	$2,920,808	$0	$2,920,808
Capitalized Interest Account	$61,644	$0	$61,644
Collection Costs Account	$14,914	$0	$14,914
Reserve Account	$219,300	$0	$219,300
Prepayment Reserve Account	$40,928	$0	$40,928
PID - Uses of Funds	**$3,257,594**	**$0**	**$3,257,594**

Table B-2
Improvement Project B
PID Sources and Uses of Funds
2008 – 2015

Sources of Funds:	Improvement Project B		Total
	Year 2008-2014	Year 2015	
Bond proceeds	$1,279,000	$0	$1,279,000
Developer's contribution to Prepayment Reserve Account	$23,870	$0	$23,870
Other private funds	$833,286	$0	$833,286
PID - Sources of Funds	**$2,136,156**	**$0**	**$2,136,156**
Uses of Funds:			
Improvement project	$1,828,466	$0	$1,828,466
Capitalized Interest Account	$128,694	$0	$128,694
Collection Costs Account	$27,226	$0	$27,226
Reserve Account	$127,900	$0	$127,900
Developer Sub-Account of the Prepayment Reserve Account	$23,870	$0	$23,870
PID - Uses of Funds	**$2,136,156**	**$0**	**$2,136,156**

Debt Service and Collection Costs

The Annual Installments

The Assessment imposed on any parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty annual installments of principal and interest beginning with the tax year following the issuance of the Bonds.

Pursuant to the Service and Assessment Plan, each Assessment shall bear interest at the rate on the Bonds with a maximum of nine percent per annum commencing with the issuance of the Bonds. The interest rate on the Bonds is 7.375 percent per annum. Accordingly, the interest rate on the Bonds is used to calculate the interest on the Assessments. These payments, the "Annual Installments" of the Assessments, shall be billed by the City in 2015 and will be delinquent on February 1, 2016.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments for each parcel and the Annual Installments and Annual Collection Costs to be collected from each Parcel. Annual Collection Costs shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under an applicable Bond Ordinance, such as capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service is to be paid on the Bonds from the collection of the Annual Installments. The interest rate to be paid on the Bonds is 7.375%. In addition, "Collection Costs" are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments.

The budget for the PID to be paid from the collection of Annual Installments for 2015 is shown by Table C.

Table C
Budget for the Annual Installments
To be collected for 2015

	Improvement Project A Series 2008A Bonds[2]	Improvement Project B Series 2008B Bonds[2]	Total[2]
Interest payment on April 1, 2016	$76,738	$0	$76,738
Interest payment on October 1, 2016	$76,738	$0	$76,738
Principal payment on October 1, 2016	$15,000	$0	$15,000
Subtotal Debt Service on Bonds	$168,477	$0	$168,477
Annual Collection Costs	$17,000	$0	$17,000
Subtotal Expenses	$185,477	$0	$185,477
Available Capitalized Interest Account	$0	$0	$0
Available Collection Costs Account[1]	$0	$0	$0
Subtotal Funds Available	$0	$0	$0
Annual Installment to be Collected	$185,477	$0	$185,477

1 – Available Collection Costs Account balances as of July 31, 2015 are not included in the calculation of the annual installment to be collected as the balance is expected to be used for the payment of collection costs for the remainder of the current assessment year and any remaining balance will be used as contingency for unexpected collection costs.

2 – The amounts shown are rounded to the nearest dollar, whereas calculations are to the cent.

As explained above, the interest rate on the Series 2008A Bonds is 7.375 percent per annum, which is used to calculate the interest on the Assessment Part A.

1) Annual Installments to be collected from previously subdivided lots

The Assessment Part A per Equivalent Unit for all lots other than the newly subdivided phase three lots is calculated as $6,294 based on the revised number of units to be developed. The Assessment Part A applicable for each Land Use Class, which is calculated by multiplying the Assessment Part A per Equivalent Unit by the Equivalent Units of each Land Use Class, and the interest on the Assessment due to be collected for 2015 are shown in Table D below.

Table D
Interest Due on Assessment Part A
To be collected for 2015

Land Use Class	Assessment per EU[1]	EU	Assessment Part A per unit[1]	Assessment Interest Rate	Interest Due per Unit
Land Use Class 1	$6,294	1.00	$6, 294	7.375%	$464.21
Land Use Class 2	$6,294	1.66	$10,449	7.375%	$770.59
Land Use Class 3	$6,294	2.29	$14,414	7.375%	$1,063.04

1 - The amounts shown are rounded to the nearest dollar, whereas calculations are to the cent.

The Assessment Part A due for 2015 is $15,000, which represents the principal amount due on the Series 2008A Bonds on October 1, 2016. The Total Assessment Part A outstanding is shown as $2,081,041 in Appendix B after the regular principal payment on October 1, 2015. Accordingly, the Assessment Part A due for 2015 is 0.7208 percent of the outstanding Assessment Part A (i.e., $15,000 ÷ $2,081,041 = 0.7208%).

The Assessment Part A due to be collected from each Land Use Class for 2015 is shown in Table E below.

Table E
Assessment Part A Due - To be collected for 2015

Land Use Class	Assessment Part A per unit[1]	Percentage	Assessment Part A Due Per Unit
Land Use Class 1	$6,294	0.7208%	$45.37
Land Use Class 2	$10,449	0.7208%	$75.31
Land Use Class 3	$14,414	0.7208%	$103.90

1 - The amounts shown are rounded to the nearest dollar, whereas calculations are to the cent.

The Annual Collection Costs for the collection of Assessment Part A are estimated to be $17,000. The total outstanding Assessment Part A is shown as $2,081,041 in Appendix B. Accordingly, the Annual Collection Costs due for 2015 is 0.8169 percent of the outstanding Assessment Part A (i.e., $17,000 ÷ $2,081,041 = 0.8169%). The Annual Collection Costs to be collected for 2015 is shown in Table F below.

Table F
Annual Collection Costs for Assessment Part A
To be collected for 2015

Land Use Class	Assessment Part A per unit [1]	Percentage	Annual Collection Costs per Unit
Land Use Class 1	$6,294	0.8169%	$51.42
Land Use Class 2	$10,449	0.8169%	$85.35
Land Use Class 3	$14,414	0.8169%	$117.75

1 - The amounts shown are rounded to the nearest dollar, whereas calculations are to the cent.

In summary, the Annual Installment Part A to be collected for 2015, which includes interest, Assessment Part A and Annual Collection Costs, is shown Table G below.

Table G
Annual Installment Part A
To be collected for 2015

Land Use Class	Interest due per Unit	Assessment Part A due per Unit	Annual Collection Costs Per Unit	Annual Installment Part A per Unit
Land Use Class 1	$464.21	$45.37	$51.42	$561.00
Land Use Class 2	$770.59	$75.31	$85.35	$931.25
Land Use Class 3	$1,063.04	$103.90	$117.75	$1,284.69

As of April 1, 2014, all outstanding Assessment Part B were prepaid and the corresponding Series 2008B Bonds were fully redeemed with proceeds of the prepayments. As a result, Assessment Part B is no longer collected from the parcels in the PID.

2) Annual Installments to be collected from newly subdivided lots in Phase Three

The Assessment Part A per Equivalent Unit amounts allocated to the newly subdivided lots in phase three was $6,316 as shown in the Update of the Assessment Roll section of this annual update. This amount is slightly higher than the Assessment Part A and per Equivalent Unit amount of $6,294 allocated to all previously subdivided lots. As a result, the Annual Installment amounts due from the newly subdivided lots in phase three are calculated separately based on the Assessment amounts allocated to each of these newly subdivided parcels as shown below.

The Assessment Part A per Equivalent Unit for the newly subdivided phase three lots is calculated as $6,316 as shown in the Update of the Assessment Roll section of this annual update. The Assessment Part A applicable for each Land Use Class, which is calculated by multiplying the Assessment Part A per Equivalent Unit by the Equivalent Units of each Land Use Class, and the interest on the Assessment due to be collected from each of the newly subdivided lots for 2015 are shown in Table H below.

Table H
Interest Due on Assessment Part A – Phase 3 Lots
To be collected for 2015

Land Use Class	Assessment per EU[1]	EU	Assessment Part A per unit[1]	Assessment Interest Rate	Interest Due per Unit
Land Use Class 1	$6,316	1.00	$6,316	7.375%	$465.83
Land Use Class 2	$6,316	1.66	$10,485	7.375%	$773.28
Land Use Class 3	$6,316	2.29	$14,464	7.375%	$1,066.75

1 - The amounts shown are rounded to the nearest dollar, whereas calculations are to the cent.

The Assessment Part A due for 2015 is $15,000, which represents the principal amount due on the Series 2008A Bonds on October 1, 2016. The Total Assessment Part A outstanding is shown as $2,081,041 in Appendix B. Accordingly, the Assessment Part A due for 2015 is 0.7208 percent of the outstanding Assessment Part A (i.e., $15,000 ÷ $2,081,041 = 0.7208%).

The Assessment Part A due to be collected for 2015 from each of the newly subdivided lots is shown in Table I below.

Table I
Assessment Part A Due – Phase 3 Lots
To be collected for 2015

Land Use Class	Assessment Part A per unit[1]	Percentage	Assessment Part A Due Per Unit
Land Use Class 1	$6,316	0.7208%	$45.53
Land Use Class 2	$10,485	0.7208%	$75.58
Land Use Class 3	$14,464	0.7208%	$104.26

1 - The amounts shown are rounded to the nearest dollar, whereas calculations are to the cent.

The Annual Collection Costs for the collection of Assessment Part A are estimated to be $17,000. The total outstanding Assessment Part A is shown as $2,081,041 in Appendix B. Accordingly, the Annual Collection Costs due for 2015 is 0.8169 percent of the outstanding Assessment Part A (i.e., $17,000 ÷ $2,081,041 = 0.8169%). The Annual Collection Costs to be collected for 2015 from the newly subdivided lots is shown in Table J below.

Table J
Annual Collection Costs for Assessment Part A – Phase 3 Lots
To be collected for 2015

Land Use Class	Assessment Part A per unit[1]	Percentage	Annual Collection Costs per Unit
Land Use Class 1	$6,316	0.8169%	$51.60
Land Use Class 2	$10,485	0.8169%	$85.65
Land Use Class 3	$14,464	0.8169%	$118.16

1 - The amounts shown are rounded to the nearest dollar, whereas calculations are to the cent.

In summary, the Annual Installment Part A to be collected for 2015 from each of the newly subdivided lots, which includes interest, Assessment Part A and Annual Collection Costs, is shown Table K below.

Table K
Annual Installment Part A – Phase 3 Lots
To be collected for 2015

Land Use Class	Interest due per Unit	Assessment Part A due per Unit	Annual Collection Costs Per Unit	Annual Installment Part A per Unit
Land Use Class 1	$465.83	$45.53	$51.60	$562.96
Land Use Class 2	$773.28	$75.58	$85.65	$934.51
Land Use Class 3	$1,066.75	$104.26	$118.16	$1,289.17

There is no Annual Installment Part B to be collected from the newly subdivided lots.

C. Update of the Assessment Plan

The Service and Assessment Plan provided for the "Assessed Property" to be classified into one of three categories for purpose of allocating the Assessments, as follows:

(i) Land Use Class 1,

(ii) Land Use Class 2, and

(iii) Land Use Class 3.

Land Use Class 1 consists of residential dwelling units of 2,100 square feet of living area or less. Land Use Class 2 consists of residential dwelling units with between 2,100 and 3,000 square feet of living area. Land Use Class 3 consists of residential dwelling units with greater than 3,000 square feet of living area.

The Service and Assessment Plan identified Equivalent Units for each lot in each land use class as follows:

Land Use Class 1 Lots	1.00 per dwelling unit
Land Use Class 2 Lots	1.66 per dwelling unit
Land Use Class 3 Lots	2.29 per dwelling unit

The equivalent unit factors are the ratio of the Assessments as allocated to each lot in each property class. These equivalent unit factors were based on the relative size of the average unit in each class. This method of assessing property has not been changed and Assessed Property will continue to be assessed as provided for in the Service and Assessment Plan.

D. Update of the Assessment Roll

The Assessment Roll is to be updated each year to reflect:

The identification of each Assessed Parcel in the PID (including, if available, the tax parcel identification number for such Parcel), (ii) the Assessments, including any adjustments as

provided for in this Service and Assessment Plan; (iii) the Annual Installment for the relevant year (if such Assessment is payable) for each Parcel; (iv) prepayments of the Assessments as provided for in this Service and Assessment Plan and (B) any other changes helpful to the administration of the PID and permitted by law.

The Assessment Roll and a summary of the Assessment Roll are shown in Appendix E. Each parcel in the PID is identified, along with the Assessment on each Parcel and the Annual Installment to be collected from each parcel in each Improvement Area. Assessments are to be reallocated for the subdivision of any parcels.

According to the Service and Assessment Plan, upon the subdivision of any Parcel, the Administrator shall reallocate the Assessment for the Parcel prior to the subdivision among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel.

B = the Assessment for the Parcel prior to subdivision.

C = the Equivalent Units allocated to each newly subdivided Parcel

D = the sum of the Equivalent Units for all of the new subdivided Parcels

There have been no additional parcel subdivisions within the PID applicable to the Annual Installments to be collected for 2015.

According to the Service and Assessment Plan, upon the consolidation of two or more Parcels, the Assessment Part A and Assessment Part B for the consolidated Parcel shall be the sum of the Assessment Part A and Assessment Part B prior to the consolidation, with each calculated separately.

According to the Lubbock Central Appraisal District, Parcels R318307 and R318308 (both Land Use Class 1 lots) were consolidated and replatted as Parcel R318307 and Parcels R318313 and R318314 (both Land Use Class 1 lots) were consolidated and replatted as Parcel R318314 in 2013. According to the Lubbock Central Appraisal District, Parcels R318328 and R318329 (Land Use Class 2 and Land Use Class 1 lots, respectively) were consolidated as Parcel R318328 in 2014. As a result, the consolidated Assessment Part A for the three newly consolidated parcels is shown in Table L below.

Table L
Annual Installment Part A before and after consolidation

Prior to Consolidation			After Consolidation		
Parcel	**Assessment Part A**	**Annual Installment Part A**	**Parcel**	**Assessment Part A**	**Annual Installment Part A**
R318307	$6,316	$562.96			
R318308	$6,316	$562.96	R318307	$12,633	$1,125.92
R318313	$6,316	$562.96			
R318314	$6,316	$562.96	R318314	$12,633	$1,125.92
R318328	$10,485	$934.51			
R318329	$6,316	$562.96	R318328	$16,801	$1,497.47
Total	**$42,067**	**$3,749.31**	**Total**	**$42,067**	**$3,749.31**

As shown in Table M, the Annual Installment Part A due from each newly subdivided Land Use Class 1 lot is $562.96. As a result, the total Annual Installment Part A Due from Parcels R318307 and R318314 after the consolidation is $1,125.92 (i.e., $562.96 + $562.96 = $1,125.92) each and the total Annual Installment Part A Due from Parcel R318328 after the consolidation is $1,497.47 (i.e., $934.51 + $562.96 = $1,497.47) as shown in Table L.

Assessment Part A has been prepaid for nine lots through July 31, 2015. Each of these prepaid lots is marked as such in the Assessment Roll summary attached hereto as Appendix B. According to the trustee for the Bonds, Series 2008A Bonds in the total amount of $78,000 have been redeemed with the prepayment proceeds as of July 31, 2015.

Assessment Part B has been prepaid for all parcels as of July 31, 2015. Each of these prepaid lots is marked as such in the Assessment Roll summary attached hereto as Appendix B. Series 2008B Bonds in the total amount of $1,274,000 were redeemed with prepayment proceeds through July 1, 2015.

The complete Assessment Roll updated as described herein is available at the City of Lubbock, Municipal Complex, 1625 13th Street, Lubbock, Texas 79401.

E. Updates of Miscellaneous Provisions

There are no additional updates to be included in the Annual Service Plan update for 2015.

Appendix A
The Improvement Project

	Improvement Project A			Improvement Project B		
	Original Budget	**Budget Changes[1]**	**Revised Budget**	**Original Budget**	**Budget Changes[1]**	**Revised Budget**
Land	$0	$0	$0	$390,000	($247,090)	$142,910
Site Preparation	$288,511	$355,780	$644,291	$79,906	$88,055	$167,961
Drainage	$136,232	($136,232)	$0	$136,232	($102,637)	$33,595
Streets and alleys	$0	$0	$0	$706,430	$4,206	$710,636
Walkways	$0	$0	$0	$59,523	($59,523)	$0
Water and sewer	$0	$0	$0	$752,265	($409,645)	$342,620
Lighting and street signs	$154,683	($25,693)	$128,990	$4,107	$681	$4,788
Signage and monumentation	$9,795	($9,475)	$320	$0	$3,015	$3,015
Park features	$1,081,340	($7,593)	$1,073,747	$0	$0	$0
Roundabouts	$67,795	$19,517	$87,312	$0	$0	$0
Street trees and irrigation	$412,091	($213,590)	$198,501	$0	$0	$0
Sub-total hard costs	**$2,150,447**	**($17,286)**	**$2,133,161**	**$2,128,463**	**($722,938)**	**$1,405,525**
Project administration	$84,884	$529	$85,413	$11,577	$25,029	$36,606
Master planning	$67,012	$199,424	$266,436	$0	$73,946	$73,946
Architectural design	$102,862	($102,862)	$0	$130	($130)	$0
Engineering (civil)	$239,216	$169,311	$408,527	$235,905	$59,500	$295,405
Engineering (other)	$4,210	$3,464	$7,674	$8,952	($5,207)	$3,745
Legal fees	$7,720	$5,640	$13,360	$1,278	($1,278)	$0
Regulatory and impact fees	$8,032	($5,902)	$2,130	$20,563	($7,324)	$13,239
Insurance and bonding	$0	$4,107	$4,107	$0	$0	$0
Sub-total soft costs	**$513,936**	**$273,711**	**$787,647**	**$278,405**	**$144,536**	**$422,942**
Contingency	$266,439	($266,439)	$0	**$248,901**	**($248,901)**	**$0**
Total	**$2,930,822**	**($10,014)**	**$2,920,808**	**$2,655,769**	**($827,303)**	**$1,828,466**

1 The budget changes are shown in the most recent developer's payment requests submitted to the trustee. The amounts shown are rounded to the nearest dollar,

These costs are estimated and the actual costs may be different than estimates. Costs in one line item may be reallocated to another line item to reflect the actual costs incurred.

Appendix B
Assessment Roll Summary

Appendix B
ASSESSMENT ROLL SUMMARY
Vintage Public Improvement District
2015
Summary

Tax Reference No.	Lot No.	Equivalent Units	Assessments			Annual Installment Part A			Annual Installment Part B			Total		
			Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total
R310559	1	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310560	2	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310561	3	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310562	4	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310563	5	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310564	6	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310565	7	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310566	8	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310567	9	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310568	10	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310569	11	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310570	12	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310571	13	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310572	14	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310573	15	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310574	16	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310575	17	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310576	18	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310577	19	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310578	20	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310579	21	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310580	22	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310581	23	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310582	24	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310583	25	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310584	26	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310585	27	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310586	28	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310587	29	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310588	30	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310589	31	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310590	32	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310591	33	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310592	34	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310593	35	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310594	36	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310595	37	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310596	38	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310597	39	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310598	40	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310599	41	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310600	42	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310601	43	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310602	44	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310603	45	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310604	46	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00

Appendix B
ASSESSMENT ROLL SUMMARY
Vintage Public Improvement District
2015
Summary

Tax Reference No.	Lot No.	Equivalent Units	Assessments			Annual Installment Part A			Annual Installment Part B			Total		
			Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total
R310605	47	1	Prepaid	$0	Prepaid	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid
R310606	48	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310607	49	2.29	Prepaid	$0	Prepaid	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid
R310608	50	2.29	$14,414	$0	$14,414	$1,166.94	$117.75	$1,284.69	$0.00	$0.00	$0.00	$1,166.94	$117.75	$1,284.69
R310609	51	2.29	$14,414	$0	$14,414	$1,166.94	$117.75	$1,284.69	$0.00	$0.00	$0.00	$1,166.94	$117.75	$1,284.69
R310610	52	2.29	$14,414	$0	$14,414	$1,166.94	$117.75	$1,284.69	$0.00	$0.00	$0.00	$1,166.94	$117.75	$1,284.69
R310611	53	2.29	$14,414	$0	$14,414	$1,166.94	$117.75	$1,284.69	$0.00	$0.00	$0.00	$1,166.94	$117.75	$1,284.69
R310612	54	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310613	55	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310614	56	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310615	57	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310616	58	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310622	59	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310623	60	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310624	61	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310625	62	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310626	63	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310627	64	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310628	65	1	Prepaid	$0	Prepaid	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid
R310629	66	1	Prepaid	$0	Prepaid	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid
R310630	67	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310631	68	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310632	69	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310633	70	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310634	71	1	Prepaid	$0	Prepaid	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid
R310635	72	1	Prepaid	$0	Prepaid	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid
R310636	73	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310637	74	1.66	Prepaid	$0	Prepaid	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid
R310638	75	2.29	$14,414	$0	$14,414	$1,166.94	$117.75	$1,284.69	$0.00	$0.00	$0.00	$1,166.94	$117.75	$1,284.69
R310639	76	2.29	$14,414	$0	$14,414	$1,166.94	$117.75	$1,284.69	$0.00	$0.00	$0.00	$1,166.94	$117.75	$1,284.69
R310640	77	2.29	$14,414	$0	$14,414	$1,166.94	$117.75	$1,284.69	$0.00	$0.00	$0.00	$1,166.94	$117.75	$1,284.69
R310641	78	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310642	79	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310643	80	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310644	81	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310645	82	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310646	83	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310647	84	2.29	$14,414	$0	$14,414	$1,166.94	$117.75	$1,284.69	$0.00	$0.00	$0.00	$1,166.94	$117.75	$1,284.69
R310648	85	2.29	$14,414	$0	$14,414	$1,166.94	$117.75	$1,284.69	$0.00	$0.00	$0.00	$1,166.94	$117.75	$1,284.69
R310649	86	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310650	87	2.29	$14,414	$0	$14,414	$1,166.94	$117.75	$1,284.69	$0.00	$0.00	$0.00	$1,166.94	$117.75	$1,284.69
R310651	88	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310652	89	2.29	$14,414	$0	$14,414	$1,166.94	$117.75	$1,284.69	$0.00	$0.00	$0.00	$1,166.94	$117.75	$1,284.69
R310653	90	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310654	91	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310655	92	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25

299

300

Appendix B
ASSESSMENT ROLL SUMMARY
Vintage Public Improvement District
2015
Summary

Tax Reference No.	Lot No.	Equivalent Units	Assessments			Annual Installment Part A			Annual Installment Part B			Total		
			Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total
R310656	93	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310657	94	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310658	95	1.66	Prepaid	$0	Prepaid	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid
R310659	96	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310660	97	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310661	98	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310662	99	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310663	100	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310664	101	2.29	$14,414	$0	$14,414	$1,166.94	$117.75	$1,284.69	$0.00	$0.00	$0.00	$1,166.94	$117.75	$1,284.69
R310665	102	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310666	103	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310667	104	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310668	105	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310669	106	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310670	107	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310671	108	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310672	109	1.66	Prepaid	$0	Prepaid	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid
R310673	110	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310674	111	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R314854	112	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314855	113	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314856	114	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314857	115	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314858	116	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314859	117	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314860	118	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314861	119	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314862	120	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314863	121	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314864	122	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314865	123	2.29	$14,414	Prepaid	$14,414	$1,166.94	$117.75	$1,284.69	Prepaid	Prepaid	Prepaid	$1,166.94	$117.75	$1,284.69
R314866	124	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314867	125	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314868	126	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314869	127	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314870	128	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314871	129	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314872	130	2.29	$14,414	Prepaid	$14,414	$1,166.94	$117.75	$1,284.69	Prepaid	Prepaid	Prepaid	$1,166.94	$117.75	$1,284.69
R314873	131	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R314874	132	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R314875	133	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R314876	134	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R314877	135	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314878	136	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314879	137	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314880	138	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00

Appendix B
ASSESSMENT ROLL SUMMARY
Vintage Public Improvement District
2015
Summary

Tax Reference No.	Lot No.	Equivalent Units	Assessments			Annual Installment Part A			Annual Installment Part B			Total		
			Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total
R314881	139	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314882	140	2.29	$14,414	Prepaid	$14,414	$1,166.94	$117.75	$1,284.69	Prepaid	Prepaid	Prepaid	$1,166.94	$117.75	$1,284.69
R314883	141	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314884	142	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314885	143	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314886	144	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314887	145	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314888	146	2.29	$14,414	Prepaid	$14,414	$1,166.94	$117.75	$1,284.69	Prepaid	Prepaid	Prepaid	$1,166.94	$117.75	$1,284.69
R314889	147	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314890	148	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314891	149	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314892	150	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314893	151	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314924	152	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314894	153	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314895	154	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314896	155	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314897	156	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314898	157	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314899	158	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314900	159	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314901	160	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314902	161	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R314903	162	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314904	163	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314905	164	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314906	165	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314907	166	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314908	167	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314909	168	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314910	169	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314911	170	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314912	171	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314913	172	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314914	173	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314925	174	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314915	175	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314916	176	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314917	177	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314918	178	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314919	179	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314926	180	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314920	181	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314921	182	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314922	183	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314923	184	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25

Appendix B
ASSESSMENT ROLL SUMMARY
Vintage Public Improvement District
2015
Summary

Tax Reference No.	Lot No.	Equivalent Units	Assessments			Annual Installment Part A			Annual Installment Part B			Total		
			Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total
R318305	185	2.29	$14,464	Prepaid	$14,464	$1,171.01	$118.16	$1,289.17	Prepaid	Prepaid	Prepaid	$1,171.01	$118.16	$1,289.17
R318306	186	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318307	187	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318308	188	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318309	189	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318310	190	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318311	191	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318312	192	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318313	193	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318314	194	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318315	195	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318316	196	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318317	197	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318318	198	1.66	$10,485	Prepaid	$10,485	$848.86	$85.65	$934.51	Prepaid	Prepaid	Prepaid	$848.86	$85.65	$934.51
R318319	199	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318320	200	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318321	201	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318322	202	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318323	203	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318324	204	1.66	$10,485	Prepaid	$10,485	$848.86	$85.65	$934.51	Prepaid	Prepaid	Prepaid	$848.86	$85.65	$934.51
R318325	205	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R318326	206	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318393	207	1.66	$10,485	Prepaid	$10,485	$848.86	$85.65	$934.51	Prepaid	Prepaid	Prepaid	$848.86	$85.65	$934.51
R318327	208	1.66	$10,485	Prepaid	$10,485	$848.86	$85.65	$934.51	Prepaid	Prepaid	Prepaid	$848.86	$85.65	$934.51
R318328	209	1.66	$10,485	Prepaid	$10,485	$848.86	$85.65	$934.51	Prepaid	Prepaid	Prepaid	$848.86	$85.65	$934.51
R318329	210	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318330	211	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318394	212	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318331	213	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318332	214	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318333	215	1.66	$10,485	Prepaid	$10,485	$848.86	$85.65	$934.51	Prepaid	Prepaid	Prepaid	$848.86	$85.65	$934.51
R318334	216	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318335	217	1.66	$10,485	Prepaid	$10,485	$848.86	$85.65	$934.51	Prepaid	Prepaid	Prepaid	$848.86	$85.65	$934.51
R318336	218	1.66	$10,485	Prepaid	$10,485	$848.86	$85.65	$934.51	Prepaid	Prepaid	Prepaid	$848.86	$85.65	$934.51
R318337	219	1.66	$10,485	Prepaid	$10,485	$848.86	$85.65	$934.51	Prepaid	Prepaid	Prepaid	$848.86	$85.65	$934.51
R318338	220	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318339	221	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318340	222	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318341	223	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318342	224	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R318343	225	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318344	226	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318345	227	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318346	228	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318347	229	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318348	230	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96

Appendix B
ASSESSMENT ROLL SUMMARY
Vintage Public Improvement District
2015
Summary

						Annual Installment Part A			Annual Installment Part B			Total		
Tax Reference No.	Lot No.	Equivalent Units	Assessments Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total
R318349	231	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318350	232	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318351	233	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318352	234	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318353	235	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318354	236	0	$0	$0	$0	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00
R318355	237	2.29	$14,464	Prepaid	$14,464	$1,171.01	$118.16	$1,289.17	Prepaid	Prepaid	Prepaid	$1,171.01	$118.16	$1,289.17
R318356	238	1.66	$10,485	Prepaid	$10,485	$848.86	$85.65	$934.51	Prepaid	Prepaid	Prepaid	$848.86	$85.65	$934.51
R318357	239	1.66	$10,485	Prepaid	$10,485	$848.86	$85.65	$934.51	Prepaid	Prepaid	Prepaid	$848.86	$85.65	$934.51
R318358	240	2.29	$14,464	Prepaid	$14,464	$1,171.01	$118.16	$1,289.17	Prepaid	Prepaid	Prepaid	$1,171.01	$118.16	$1,289.17
R318359	241	0	$0	$0	$0	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00
R318360	242	2.29	$14,464	Prepaid	$14,464	$1,171.01	$118.16	$1,289.17	Prepaid	Prepaid	Prepaid	$1,171.01	$118.16	$1,289.17
R318361	243	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318362	244	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318363	245	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318364	246	2.29	$14,464	Prepaid	$14,464	$1,171.01	$118.16	$1,289.17	Prepaid	Prepaid	Prepaid	$1,171.01	$118.16	$1,289.17
R318365	247	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318366	248	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318367	249	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318395	250	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318368	251	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318369	252	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318370	253	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318371	254	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318372	255	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318373	256	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318374	257	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318375	258	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318376	259	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318377	260	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318378	261	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318379	262	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318380	263	1.66	$10,485	Prepaid	$10,485	$848.86	$85.65	$934.51	Prepaid	Prepaid	Prepaid	$848.86	$85.65	$934.51
R318381	264	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318382	265	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318383	266	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318384	267	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318397	268	1.66	$10,485	Prepaid	$10,485	$848.86	$85.65	$934.51	Prepaid	Prepaid	Prepaid	$848.86	$85.65	$934.51
R318385	269	1.66	$10,485	Prepaid	$10,485	$848.86	$85.65	$934.51	Prepaid	Prepaid	Prepaid	$848.86	$85.65	$934.51
R318386	270	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318387	271	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318388	272	1.66	$10,485	Prepaid	$10,485	$848.86	$85.65	$934.51	Prepaid	Prepaid	Prepaid	$848.86	$85.65	$934.51
R318389	273	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318390	274	1.66	$10,485	Prepaid	$10,485	$848.86	$85.65	$934.51	Prepaid	Prepaid	Prepaid	$848.86	$85.65	$934.51
R318391	275	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318392	276	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96

Appendix B
ASSESSMENT ROLL SUMMARY
Vintage Public Improvement District
2015
Summary

Tax Reference No.	Lot No.	Equivalent Units	Assessments			Annual Installment Part A			Annual Installment Part B			Total		
			Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total
R318396	277	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
Total		342.52	$2,081,041	$0	$2,081,041	$168,477.37	$16,999.96	$185,477.33	$0.00	$0.00	$0.00	$168,477.37	$16,999.96	$185,477.33

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

Meeting Date: 08/27/2015

Information

Agenda Item

Budget Amendment Ordinance 1st Reading - Finance: Consider an ordinance amending the FY 2014-15 Budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 92371, Runway 17R/35L Construction Phase III; respecting the Airport Fund to amend operating revenues and expenses; providing for filing; and providing for a savings clause.

Item Summary

I. Amend Capital Improvement Project 92371, Runway 17R/35L Construction Phase III, by increasing the appropriation by $6,697,763, from $14,310,057 to $21,007,820. Increase the Federal Grant funding amount by $6,027,989, from $12,879,049 to $18,907,038, and increase the PFC Bonds by issuing $669,774 FY 2016 PFC Revenue Certificates of Obligation, for a total increase in bond funds from $1,431,008 to $2,100,782. The new certificates of obligation will be issued in FY 2015-16.

II. Increase Transient Parking revenue $595,000, from $2,300,000 to $2,895,000.

III. Increase Agricultural Land Rent revenue $13,390, from $45,000 to $58,390.

IV. Increase Landing Fees revenue $75,000, from $562,600 to $637,600.

V. Increase Professional Services expenses in the Airport Parking cost center $450,000, from $700,412 to $1,150,412.

VI. Increase Chemical Supplies expenses in the Airfield Maintenance cost center $37,374, from $80,928 to $118,302.

VII. Increase Systems Maintenance expenses in the Airfield Maintenance cost center $33,200, from $132,500 to $165,700.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - BA#31

CIP Detail Sheet

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2014-15 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE CAPITAL PROGRAM TO AMEND CAPITAL IMPROVEMENT PROJECT (CIP) 92371, RUNWAY 17R/35L CONSTRUCTION PHASE III; RESPECTING THE AIRPORT FUND TO AMEND OPERATING REVENUES AND EXPENSES; 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 #31) for municipal purposes, as follows:

I. Amend Capital Improvement Project 92371, Runway 17R/35L Construction Phase III, by increasing the appropriation by $6,697,763, from $14,310,057 to $21,007,820. Increase the Federal Grant funding amount by $6,027,989, from $12,879,049 to $18,907,038, and increase the PFC Bonds by issuing FY 2016 PFC Revenue Certificates of Obligation of $669,774, for a total increase in bond funds from $1,431,008 to $2,100,782.

II. Increase Transient Parking revenue $595,000, from $2,300,000 to $2,895,000.

III. Increase Agricultural Land Rent revenue $13,390, from $45,000 to $58,390.

IV. Increase Landing Fees revenue $75,000, from $562,600 to $637,600.

V. Increase Professional Services expenses in the Airport Parking cost center $450,000, from $700,412 to $1,150,412.

VI. Increase Chemical Supplies expenses in the Airfield Maintenance cost center $37,374, from $80,928 to $118,302.

VII. Increase Systems Maintenance expenses in the Airfield Maintenance cost center $33,200, from $132,500 to $165,700.

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 Amend31.ord
August 19, 2015

Capital Project
Project Cost Detail
Budget Amendments
August 27, 2015

Capital Project Number:	92371
Capital Project Name:	Runway 17R/35L Construction Phase III

	Current	Amendment	Total
Total Appropriation	$ 14,310,057	6,697,763	$ 21,007,820
Funding			
Federal Grant Funding	12,879,049	6,027,989	18,907,038
FY 2015 PFC Revenue CO's	1,431,008	-	1,431,008
FY 2016 PFC Revenue CO's	-	669,774	669,774
Total Proposed Funding	$ 14,310,057	6,697,763	$ 21,007,820

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

Meeting Date: 08/27/2015

Information

Agenda Item

Resolution - Accounting: Consider a resolution authorizing the Mayor to execute contract 12384 with Wells Fargo Bank, N.A. for bank depository services, RFP 15-12384-MA.

Item Summary

The City solicited a Request for Proposal (RFP) for depository services on May 15, 2015. The applications were due on June 19, 2015 and the City received two RFPs. The applications we reviewed by the Depository Selection Committee, made up of the City and Lubbock Power and Light staff members.

EVALUATION CRITERIA:
The Committee reviewed the responses to the RFP and attached weights to the following five criteria: Required Services 50%, Cost of Services 30%, Financial strength and stability 10%, Earnings potential from interest/sweep 5% and Convenience of services 5%.

Proposals were ranked as follows:

Bank	Score
Wells Fargo Bank, N.A., Lubbock, Texas	96.18
BBVA Compass Bank of Lubbock, Texas	86.55

The contract term is for the term of 3 years with an option, at the City's request, to renew for one additional two year period under the same terms and conditions.

Fiscal Impact

A total of $45,000 was budgeted in FY 2014-15 in the Investment Pool for this purpose.

Staff/Board Recommending

Kevin Rule, Debt and Investment Analyst

Attachments

Resolution & Contract - Wells Fargo Bank, N.A.

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. 12384 for Depository Services, by and between the City of Lubbock and Wells Fargo Bank, of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____, 2015.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Quincy White, Deputy City Manager

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

RES.Contract-Nbr 12384-Depository Services
8.6.15

CITY OF LUBBOCK, TX

Depository Services

This Service Agreement (this "Agreement") is entered into as of the **27** day of **August 2015**, ("Effective Date") by and between **Wells Fargo Bank, N.A.** (the Contractor),and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 15-12384-MA for Depository 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 Depository 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 –Depository Pledge Agreement, dated September 1, 2015, by and among City (as Depositor), Contractor (as Bank), and The Bank of New York Mellon Trust Company, N.A. (as Custodian)

3. Exhibit B – Proposal (including the Appendix A-F filed with original contract in the City of Lubbock Secretary's Office and the agreements and service descriptions included therein) and Fees

Scope of Work

Contractor shall provide the services that are specified in Exhibit B. The Contractor shall comply with all the applicable requirements set forth in Exhibit B.

Article 1 Services

1.1 Contractor agrees to perform services for the City that are specified under the General Requirements set forth in Exhibit B. 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 or exceeding the standards and practices recognized in the industry.

1.3 The contract term shall be for a period of three (3) years with an option, at the City's request, to renew for one additional two-year period under the same terms and conditions.

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 applicable laws of the United States of America and 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 State or Federal courts in or for, 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 within one (1) year 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 (it being understood and agreed that the foregoing is a right to receive copies of such books and records rather than a right to physically enter Contractors' premises and facilities). 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. Contractor shall have the right to challenge the findings of any such audit in administrative and court proceedings, as appropriate.

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 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 the contract beyond the date of termination.

2.11 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 financially sound companies approved by the State of Texas, in the following type(s) and amount(s):

TYPE	AMOUNT
General Liability	$ 1,000,000 (Occurrence)
Professional Liability	$ 1,000,000 (Combined Single Limit)

In the event of a conflict between the terms of this Service Agreement and the Depository Pledge Agreement in Exhibit A, this Service Agreement shall control.

DEPOSITOR: City of Lubbock

GLEN C. ROBERTSON, MAYOR

BANK: Wells Fargo Bank, National Association

SIGNATURE

Raine Young

Print Name

Sr. BRM / AVP

Title

Address:

~~333 Market Street St. 15th Floor~~
~~San Francisco, CA 94105~~
1500 Broadway
Lubbock, TX 79401

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Linda Cuellar

Linda Cuellar, Director of Accounting

APPROVED AS TO FORM:

Amy Sims, Deputy City Attorney

Exhibit A

DEPOSITORY PLEDGE AGREEMENT

756000590

City of Lubbock ("Depositor") has selected **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("Bank") as a depository for certain of its funds and Bank has agreed to act as the depository for those funds in accordance with applicable laws, which require that Bank secure the deposited funds, to the extent not insured by the Federal Deposit Insurance Corporation ("FDIC"), by pledging securities ("Eligible Securities") of any type (including, without limitation, surety bonds and investment securities) permitted by the applicable provisions of **Texas** law in effect from time to time (the "Governing Statutes"). **THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION** ("Custodian") has agreed to hold the pledged securities in safekeeping pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Agreement, Depositor, Bank and Custodian agree as follows:

1. **Grant of Security Interest; Instructions Regarding Collateral.** (a) Bank hereby grants to Depositor a security interest in all Eligible Securities transferred to a collateral account (the "Collateral Account") established pursuant to this agreement (the "Collateral"). Custodian agrees to serve as collateral agent for Depositor, pursuant to the terms of this Agreement. For the avoidance of doubt, Custodian acknowledges and agrees that it does not have and will not acquire or assert at any time in the future, and hereby expressly waives, any lien upon, security interest in, setoff right or other right to charge the Collateral held in the collateral account for any obligation owed to Custodian by Bank or Depositor. Until Depositor has the right to compel sale of the Collateral under Section 7 hereof, Custodian may act in accordance with the instructions of Bank, including, without limitation, the right of Bank to unilaterally substitute Eligible Securities for the Collateral in accordance with Section 3 hereof. Addendum "A" contains the names and specimen signatures of individuals authorized to act on behalf of Depositor, and Addendum "B" contains the names and specimen signatures of individuals authorized to act on behalf of Bank. Either Depositor or Bank may add or remove authorized representatives without the consent of the other at any time by providing Custodian with a replacement addendum, duly executed by an authorized individual. In no event shall the Custodian be responsible for determining whether the pledged securities are "Eligible Securities".

(b) Bank, Depositor and Custodian agree that all Collateral delivered to or received by Custodian for deposit in the Collateral Account may be in the form of credits to the accounts of Custodian at a Securities Depository or by delivery to Custodian of physical certificates in a form suitable for transfer to Custodian or with an assignment in blank. Bank and Depositor hereby authorize Custodian to utilize such Securities Depositories and to hold such physical securities or any combination thereof in connection with its performance hereunder. Collateral credited to the Collateral Account and deposited in the Securities Depositories will be held, by book-entry notation, in accounts that include only assets held by Custodian or its agent(s) for third parties, including but not limited to accounts in which assets are held in a fiduciary, agency or representative capacity. Collateral that is not held in the Securities Depositories will be held in Custodian's vault and physically segregated from securities and other non-cash property belonging to Custodian. As used herein, the term "Securities Depository" or "Securities Depositories" shall mean the Treasury/Reserve Automated Debt Entry System maintained at The Federal Reserve Bank of New York for receiving and delivering securities, The Depository Trust Company and any other clearing corporation within the meaning of Section 8-102 of the Uniform Commercial Code, as in effect from time to time.

2. **Amount of Collateral.** The aggregate market value of Collateral held by Custodian at all times during the term of this Agreement must be in an amount not less than **one hundred and two percent (102%)** of (a) the amount of the collected funds on deposit, increased by (b) the amount of accrued but uncredited interest, (c) reduced by that portion of the funds insured by the FDIC. Such amount is hereinafter called the "Required Collateral Value". In no event shall the Custodian be responsible for determining whether the Collateral Account contains the Required Collateral Value.

3. **Substitutions and Withdrawals of Collateral.** If the aggregate market value of Collateral held by Custodian at any time exceeds the Required Collateral Value, Bank may unilaterally withdraw any excess Collateral by providing Custodian with a withdrawal notice signed by an authorized representative of Bank, provided that after the withdrawal of any such excess Collateral, the remaining Collateral equals or exceeds the Required Collateral Value. Additionally, Bank may unilaterally substitute Eligible Securities for any of the Collateral held by Custodian at any time by providing Custodian with a substitution notice signed by an authorized representative of Bank, provided that the market value of the Collateral following such substitution would equal or exceed the Required Collateral Value. If Bank elects to require Depositor's written consent on a notice in connection with any withdrawal or substitution which complies with this Section 3, Depositor agrees to provide it promptly upon Bank's request. Custodian shall be entitled to rely on, and Bank and Depositor agree to hold Custodian harmless from, any actions

taken pursuant to, and consistent with, the instructions given in a withdrawal or substitution notice under this Section 3, whether unilateral or not.

4. **Bank's Obligations.** Bank shall perform all of the duties and obligations required of a depository under applicable law with respect to collateralization of the funds of Depositor on deposit with Bank, including the duties and obligations required under the Governing Statutes. At the expiration of the term of this Agreement, Bank shall turn over to any successor depository designated by Depositor all funds held by Bank as depository. Bank will furnish to Depositor a monthly statement listing a description of the Collateral. The statement will specify the par value, market value, and maturity date of each component of the Collateral. Upon request, Bank shall provide to Depositor a copy of Bank's most recent publicly available quarterly or annual financial statement.

5. **Custodian's Obligations.** (a) Custodian shall perform the duties and obligations required of Custodian hereunder, in accordance with the provisions of the Governing Statutes. Upon transfer by Custodian of Eligible Securities to the Collateral Account, including Eligible Securities substituted for other Collateral, Custodian shall promptly identify such Eligible Securities on its books and records as being Collateral held pursuant to this Agreement, and shall promptly issue and deliver to each of Bank and Depositor a duplicate receipt for such Collateral. For the avoidance of doubt, it is understood and agreed that such receipts may be combined to identify more than one transaction on any one business day and Custodian shall not be required to issue more than one such receipt to Bank and Depositor on any business day. Bank and Depositor agree that they shall promptly review all receipts delivered to them by Custodian and shall promptly advise Custodian of any error, omission or inaccuracy in such receipts. In the event that Custodian receives such an advice, Custodian shall promptly undertake to correct any errors, failures or omissions, provided that Custodian determines in its sole discretion that such error, failure or omission actually occurred and shall notify Bank and Depositor of its action concerning each such error, failure, or omission.

(b) Depositor agrees that, with respect to all securities held in the Collateral Account, Custodian by itself, or through the use of the appropriate Securities Depository, shall, unless otherwise instructed to the contrary by Bank or as provided in Section 7 hereof: (i) collect all payments reflecting interest and principal on the securities in the Collateral Account; (ii) forward to Bank copies of all information or documents that it may receive from an issuer of securities which, in the opinion of Custodian, is intended for the beneficial owner of the securities including, without limitation all proxies and other authorizations properly executed and all proxy statements, notices and reports; (iii) execute, as Custodian, any certificates of ownership, affidavits, declarations or other certificates under any tax laws now or hereafter in effect in connection with the collection of bond and note coupons; (iv) hold directly, or through the Book Entry System or Depository, all rights issued with respect to any securities held by Custodian hereunder; and (v) upon receipt of written instructions from Bank, Custodian will exchange securities held hereunder for other securities and/or cash in connection with (A) any conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, tender offer or exchange offer, or (B) any exercise, subscription, purchase or other similar rights; provided, however, such exchanged securities shall continue to be held by Custodian hereunder for the benefit of Depositor if such exchanged securities constitute Collateral. Upon receipt of payments reflecting principal and interest or dividends on the securities in the Collateral Account, Custodian shall transfer to Bank such principal and interest or dividend payments (either by credit to Bank's custody account at Custodian or otherwise).

(c) Custodian shall not be liable for any loss or damage, including counsel fees, resulting from its action or omission to act or otherwise, except for any loss or damage arising out of its own negligence or willful misconduct, and shall have no obligation hereunder for any loss or damage, including counsel fees, which are sustained or incurred by reason of any action or inaction by any Securities Depository, provided, however, that such loss or damage is not caused by the negligence or willful misconduct of Custodian. In no event shall Custodian be liable to Depositor, Bank or any third party for special, indirect or consequential damages, or lost profits or loss of business, arising in connection with this Agreement. Bank agrees to indemnify Custodian and to hold it harmless against any and all costs, expenses, damages, liabilities or claims, including reasonable fees and expenses of counsel, which Custodian may sustain or incur with respect to any third party claim or which may be asserted by a third party against Custodian by reason of or as a result of any action taken or omitted by Custodian in connection with operating under this Agreement, except those costs, expenses, damages, liabilities or claims arising out of the negligence or willful misconduct of Custodian or any of its employees or duly appointed agents. This indemnity shall be a continuing obligation of Bank notwithstanding the termination of this Agreement.

(d) Custodian may, with respect to questions of law specifically regarding the Collateral Account, obtain the advice of reputable legal counsel and shall be fully protected with respect to anything done or omitted by it reasonably and in good faith and without negligence, willful misconduct, bad faith or fraud in conformity with such advice, provided, however, that nothing contained in this paragraph (d) shall be deemed to relieve Custodian of any of its obligations pursuant to any other provision of this Agreement.

(e) Custodian shall not be responsible for, or considered to be custodian of, any securities received by it for deposit in the Collateral Account until Custodian actually receives and collects such securities directly or by the final crediting of Custodian's account on the books of the appropriate Securities Depository. Custodian will be entitled to reverse any provisional credits to the Collateral Account that were made in anticipation of the receipt of securities or cash which were not subsequently received by Custodian.

(f) Custodian shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and no covenant or obligation shall be implied against Custodian in connection with this Agreement.

(g) In performing hereunder, Custodian may enter into subcontracts, agreements and understandings with third parties whenever and on such terms and conditions as it deems necessary or appropriate and which are consistent with applicable law. If any of such subcontracts, agreements, or understandings with third parties are for the deposit of Eligible Collateral for the benefit of Depositor, (i) such third party will qualify as a "permitted institution" pursuant to the Texas Public Funds Collateral Act, (ii) Custodian shall cause such third party to provide records to Custodian evidencing the deposit of Eligible Collateral with such third party, and (iii) records of the third party relating to such Eligible Collateral will at all times state the name of Custodian. No such subcontract, agreement or understanding shall discharge Custodian from its obligations hereunder.

6. Custodian's Reliance on Pricing Services. The Custodian is authorized to utilize one or more generally recognized pricing information services (including brokers and dealers of securities) in order to provide market values hereunder, and Bank and Depositor agree that Custodian shall not be liable for any loss, damage, expense, liability or claim (including attorneys' fees) incurred as a result of errors or omissions of any such pricing information service, broker or dealer.

7. Default and Remedies. If Bank defaults in performing its obligations under Section 4 above, or if Bank is declared insolvent, or if a receiver is appointed for Bank, Depositor may, after providing Bank at least three (3) business days prior written notice and opportunity to cure the default, and, if Bank fails to cure the default within such (3) business day period, instruct Custodian to transfer the Collateral or any part thereof to a broker-dealer for disposition in accordance with Depositor's instructions at a public or private sale. The proceeds of any such sale shall be applied to satisfy any indebtedness owed by Bank to Depositor, and any excess proceeds shall be returned to Bank. Depositor will also have any other remedies available under applicable law. The Custodian shall be entitled to rely on and shall be held harmless from acts taken in accordance with such instructions from Depositor.

8. Termination of Agreement. Any party to this Agreement may terminate this Agreement by giving thirty (30) days prior written notice of termination to the other parties.

9. Applicable Law; Other Agreements. This Agreement is governed by the laws of the **State of Texas**. All deposit accounts of Depositor will be subject to Bank's Commercial Account Agreement, Business Account Agreement, or other applicable deposit account agreement, as in effect from time to time.

10. Force Majeure. Custodian shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, loss or malfunctions of utilities, computer (hardware or software) or communications service, labor disputes, acts of civil or military authority, or governmental, judicial or regulatory action; provided however, that Custodian shall use its best efforts to resume normal performance as soon as practicable under the circumstances.

11. Jury Trial Waiver. EACH OF BANK, DEPOSITOR AND CUSTODIAN HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

12. Miscellaneous. The headings in this agreement are for convenience of reference only and should not be used in interpreting this Agreement. If any provision of this agreement is illegal or unenforceable under applicable law, that provision should be deemed reformed so as to be enforceable to the extent permitted by applicable law, or if that is not possible, then this Agreement should be read as if that provision was never a part of it, and the remainder of the Agreement will be enforceable. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT OF THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL

DEPOSITORY PLEDGE AGREEMENT

756000590

City of Lubbock ("Depositor") has selected **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("Bank") as a depository for certain of its funds and Bank has agreed to act as the depository for those funds in accordance with applicable laws, which require that Bank secure the deposited funds, to the extent not insured by the Federal Deposit Insurance Corporation ("FDIC"), by pledging securities ("Eligible Securities") of any type (including, without limitation, surety bonds and investment securities) permitted by the applicable provisions of **Texas** law in effect from time to time (the "Governing Statutes"). **THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION** ("Custodian") has agreed to hold the pledged securities in safekeeping pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Agreement, Depositor, Bank and Custodian agree as follows:

1. Grant of Security Interest; Instructions Regarding Collateral. (a) Bank hereby grants to Depositor a security interest in all Eligible Securities transferred to a collateral account (the "Collateral Account") established pursuant to this agreement (the "Collateral"). Custodian agrees to serve as collateral agent for Depositor, pursuant to the terms of this Agreement. For the avoidance of doubt, Custodian acknowledges and agrees that it does not have and will not acquire or assert at any time in the future, and hereby expressly waives, any lien upon, security interest in, setoff right or other right to charge the Collateral held in the collateral account for any obligation owed to Custodian by Bank or Depositor. Until Depositor has the right to compel sale of the Collateral under Section 7 hereof, Custodian may act in accordance with the instructions of Bank, including, without limitation, the right of Bank to unilaterally substitute Eligible Securities for the Collateral in accordance with Section 3 hereof. Addendum "A" contains the names and specimen signatures of individuals authorized to act on behalf of Depositor, and Addendum "B" contains the names and specimen signatures of individuals authorized to act on behalf of Bank. Either Depositor or Bank may add or remove authorized representatives without the consent of the other at any time by providing Custodian with a replacement addendum, duly executed by an authorized individual. In no event shall the Custodian be responsible for determining whether the pledged securities are "Eligible Securities".

(b) Bank, Depositor and Custodian agree that all Collateral delivered to or received by Custodian for deposit in the Collateral Account may be in the form of credits to the accounts of Custodian at a Securities Depository or by delivery to Custodian of physical certificates in a form suitable for transfer to Custodian or with an assignment in blank. Bank and Depositor hereby authorize Custodian to utilize such Securities Depositories and to hold such physical securities or any combination thereof in connection with its performance hereunder. Collateral credited to the Collateral Account and deposited in the Securities Depositories will be held, by book-entry notation, in accounts that include only assets held by Custodian or its agent(s) for third parties, including but not limited to accounts in which assets are held in a fiduciary, agency or representative capacity. Collateral that is not held in the Securities Depositories will be held in Custodian's vault and physically segregated from securities and other non-cash property belonging to Custodian. As used herein, the term "Securities Depository" or "Securities Depositories" shall mean the Treasury/Reserve Automated Debt Entry System maintained at The Federal Reserve Bank of New York for receiving and delivering securities, The Depository Trust Company and any other clearing corporation within the meaning of Section 8-102 of the Uniform Commercial Code, as in effect from time to time.

2. Amount of Collateral. The aggregate market value of Collateral held by Custodian at all times during the term of this Agreement must be in an amount not less than **one hundred and two percent (102%)** of (a) the amount of the collected funds on deposit, increased by (b) the amount of accrued but uncredited interest, (c) reduced by that portion of the funds insured by the FDIC. Such amount is hereinafter called the "Required Collateral Value". In no event shall the Custodian be responsible for determining whether the Collateral Account contains the Required Collateral Value.

3. Substitutions and Withdrawals of Collateral. If the aggregate market value of Collateral held by Custodian at any time exceeds the Required Collateral Value, Bank may unilaterally withdraw any excess Collateral by providing Custodian with a withdrawal notice signed by an authorized representative of Bank, provided that after the withdrawal of any such excess Collateral, the remaining Collateral equals or exceeds the Required Collateral Value. Additionally, Bank may unilaterally substitute Eligible Securities for any of the Collateral held by Custodian at any time by providing Custodian with a substitution notice signed by an authorized representative of Bank, provided that the market value of the Collateral following such substitution would equal or exceed the Required Collateral Value. If Bank elects to require Depositor's written consent on a notice in connection with any withdrawal or substitution which complies with this Section 3, Depositor agrees to provide it promptly upon Bank's request. Custodian shall be entitled to rely on, and Bank and Depositor agree to hold Custodian harmless from, any actions

taken pursuant to, and consistent with, the instructions given in a withdrawal or substitution notice under this Section 3, whether unilateral or not.

4. Bank's Obligations. Bank shall perform all of the duties and obligations required of a depository under applicable law with respect to collateralization of the funds of Depositor on deposit with Bank, including the duties and obligations required under the Governing Statutes. At the expiration of the term of this Agreement, Bank shall turn over to any successor depository designated by Depositor all funds held by Bank as depository. Bank will furnish to Depositor a monthly statement listing a description of the Collateral. The statement will specify the par value, market value, and maturity date of each component of the Collateral. Upon request, Bank shall provide to Depositor a copy of Bank's most recent publicly available quarterly or annual financial statement.

5. Custodian's Obligations. (a) Custodian shall perform the duties and obligations required of Custodian hereunder, in accordance with the provisions of the Governing Statutes. Upon transfer by Custodian of Eligible Securities to the Collateral Account, including Eligible Securities substituted for other Collateral, Custodian shall promptly identify such Eligible Securities on its books and records as being Collateral held pursuant to this Agreement, and shall promptly issue and deliver to each of Bank and Depositor a duplicate receipt for such Collateral. For the avoidance of doubt, it is understood and agreed that such receipts may be combined to identify more than one transaction on any one business day and Custodian shall not be required to issue more than one such receipt to Bank and Depositor on any business day. Bank and Depositor agree that they shall promptly review all receipts delivered to them by Custodian and shall promptly advise Custodian of any error, omission or inaccuracy in such receipts. In the event that Custodian receives such an advice, Custodian shall promptly undertake to correct any errors, failures or omissions, provided that Custodian determines in its sole discretion that such error, failure or omission actually occurred and shall notify Bank and Depositor of its action concerning each such error, failure, or omission.

(b) Depositor agrees that, with respect to all securities held in the Collateral Account, Custodian by itself, or through the use of the appropriate Securities Depository, shall, unless otherwise instructed to the contrary by Bank or as provided in Section 7 hereof: (i) collect all payments reflecting interest and principal on the securities in the Collateral Account; (ii) forward to Bank copies of all information or documents that it may receive from an issuer of securities which, in the opinion of Custodian, is intended for the beneficial owner of the securities including, without limitation all proxies and other authorizations properly executed and all proxy statements, notices and reports; (iii) execute, as Custodian, any certificates of ownership, affidavits, declarations or other certificates under any tax laws now or hereafter in effect in connection with the collection of bond and note coupons; (iv) hold directly, or through the Book Entry System or Depository, all rights issued with respect to any securities held by Custodian hereunder; and (v) upon receipt of written instructions from Bank, Custodian will exchange securities held hereunder for other securities and/or cash in connection with (A) any conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, tender offer or exchange offer, or (B) any exercise, subscription, purchase or other similar rights; provided, however, such exchanged securities shall continue to be held by Custodian hereunder for the benefit of Depositor if such exchanged securities constitute Collateral. Upon receipt of payments reflecting principal and interest or dividends on the securities in the Collateral Account, Custodian shall transfer to Bank such principal and interest or dividend payments (either by credit to Bank's custody account at Custodian or otherwise).

(c) Custodian shall not be liable for any loss or damage, including counsel fees, resulting from its action or omission to act or otherwise, except for any loss or damage arising out of its own negligence or willful misconduct, and shall have no obligation hereunder for any loss or damage, including counsel fees, which are sustained or incurred by reason of any action or inaction by any Securities Depository, provided, however, that such loss or damage is not caused by the negligence or willful misconduct of Custodian. In no event shall Custodian be liable to Depositor, Bank or any third party for special, indirect or consequential damages, or lost profits or loss of business, arising in connection with this Agreement. Bank agrees to indemnify Custodian and to hold it harmless against any and all costs, expenses, damages, liabilities or claims, including reasonable fees and expenses of counsel, which Custodian may sustain or incur with respect to any third party claim or which may be asserted by a third party against Custodian by reason of or as a result of any action taken or omitted by Custodian in connection with operating under this Agreement, except those costs, expenses, damages, liabilities or claims arising out of the negligence or willful misconduct of Custodian or any of its employees or duly appointed agents. This indemnity shall be a continuing obligation of Bank notwithstanding the termination of this Agreement.

(d) Custodian may, with respect to questions of law specifically regarding the Collateral Account, obtain the advice of reputable legal counsel and shall be fully protected with respect to anything done or omitted by it reasonably and in good faith and without negligence, willful misconduct, bad faith or fraud in conformity with such advice, provided, however, that nothing contained in this paragraph (d) shall be deemed to relieve Custodian of any of its obligations pursuant to any other provision of this Agreement.

(e) Custodian shall not be responsible for, or considered to be custodian of, any securities received by it for deposit in the Collateral Account until Custodian actually receives and collects such securities directly or by the final crediting of Custodian's account on the books of the appropriate Securities Depository. Custodian will be entitled to reverse any provisional credits to the Collateral Account that were made in anticipation of the receipt of securities or cash which were not subsequently received by Custodian.

(f) Custodian shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and no covenant or obligation shall be implied against Custodian in connection with this Agreement.

(g) In performing hereunder, Custodian may enter into subcontracts, agreements and understandings with third parties whenever and on such terms and conditions as it deems necessary or appropriate and which are consistent with applicable law. If any of such subcontracts, agreements, or understandings with third parties are for the deposit of Eligible Collateral for the benefit of Depositor, (i) such third party will qualify as a "permitted institution" pursuant to the Texas Public Funds Collateral Act, (ii) Custodian shall cause such third party to provide records to Custodian evidencing the deposit of Eligible Collateral with such third party, and (iii) records of the third party relating to such Eligible Collateral will at all times state the name of Custodian. No such subcontract, agreement or understanding shall discharge Custodian from its obligations hereunder.

6. Custodian's Reliance on Pricing Services. The Custodian is authorized to utilize one or more generally recognized pricing information services (including brokers and dealers of securities) in order to provide market values hereunder, and Bank and Depositor agree that Custodian shall not be liable for any loss, damage, expense, liability or claim (including attorneys' fees) incurred as a result of errors or omissions of any such pricing information service, broker or dealer.

7. Default and Remedies. If Bank defaults in performing its obligations under Section 4 above, or if Bank is declared insolvent, or if a receiver is appointed for Bank, Depositor may, after providing Bank at least three (3) business days prior written notice and opportunity to cure the default, and, if Bank fails to cure the default within such (3) business day period, instruct Custodian to transfer the Collateral or any part thereof to a broker-dealer for disposition in accordance with Depositor's instructions at a public or private sale. The proceeds of any such sale shall be applied to satisfy any indebtedness owed by Bank to Depositor, and any excess proceeds shall be returned to Bank. Depositor will also have any other remedies available under applicable law. The Custodian shall be entitled to rely on and shall be held harmless from acts taken in accordance with such instructions from Depositor.

8. Termination of Agreement. Any party to this Agreement may terminate this Agreement by giving thirty (30) days prior written notice of termination to the other parties.

9. Applicable Law; Other Agreements. This Agreement is governed by the laws of the **State of Texas**. All deposit accounts of Depositor will be subject to Bank's Commercial Account Agreement, Business Account Agreement, or other applicable deposit account agreement, as in effect from time to time.

10. Force Majeure. Custodian shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, loss or malfunctions of utilities, computer (hardware or software) or communications service, labor disputes, acts of civil or military authority, or governmental, judicial or regulatory action; provided however, that Custodian shall use its best efforts to resume normal performance as soon as practicable under the circumstances.

11. Jury Trial Waiver. EACH OF BANK, DEPOSITOR AND CUSTODIAN HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

12. Miscellaneous. The headings in this agreement are for convenience of reference only and should not be used in interpreting this Agreement. If any provision of this agreement is illegal or unenforceable under applicable law, that provision should be deemed reformed so as to be enforceable to the extent permitted by applicable law, or if that is not possible, then this Agreement should be read as if that provision was never a part of it, and the remainder of the Agreement will be enforceable. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT OF THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL

AGREEMENTS OF THE PARTIES. Notices given under this Agreement must be addressed as set forth below the signature of each party, and will be effective upon actual receipt by the addressee or upon refusal of delivery during the normal business hours of the addressee.

Date of Agreement: _____, 20____.

DEPOSITOR: City of Lubbock

Signature: _____
Print Name: _____
Title: _____
Address: PO Box 2000
Lubbock, TX 79457

CUSTODIAN: THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION

Signature: _____
Print Name: _____
Title: _____
Address: 1 Wall Street, Attn: BDS – Coll Mgr SFL
New York, NY 10286

BANK: WELLS FARGO BANK, NATIONAL ASSOCIATION

Signature: Sheila Lynch
Print Name: Sheila Lynch
Title: Vice President
Address: 333 Market Street St.15th Floor,
MAC: A0109-150
San Francisco, CA 94105

DepPldgAgmt-TX-BNY-2006(0519)

ADDENDUM "A"
(Authorized Officers of Depositor)

One signature of any of the following authorized officers of Depositor is required to authorize actions to be taken pursuant to the foregoing Depository Pledge Agreement. Individual who signs page 4 must also sign below.

1. Print Name: _____ Signature: _____
   Phone/ Fax: _____ Email: _____

2. Print Name: _____ Signature: _____
   Phone/ Fax: _____ Email: _____

3. Print Name: _____ Signature: _____
   Phone/ Fax: _____ Email: _____

4. Print Name: _____ Signature: _____
   Phone/ Fax: _____ Email: _____

DEPOSITORY PLEDGE AGREEMENT

756000590

City of Lubbock ("Depositor") has selected **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("Bank") as a depository for certain of its funds and Bank has agreed to act as the depository for those funds in accordance with applicable laws, which require that Bank secure the deposited funds, to the extent not insured by the Federal Deposit Insurance Corporation ("FDIC"), by pledging securities ("Eligible Securities") of any type (including, without limitation, surety bonds and investment securities) permitted by the applicable provisions of **Texas** law in effect from time to time (the "Governing Statutes"). **THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION** ("Custodian") has agreed to hold the pledged securities in safekeeping pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Agreement, Depositor, Bank and Custodian agree as follows:

1. **Grant of Security Interest; Instructions Regarding Collateral.** (a) Bank hereby grants to Depositor a security interest in all Eligible Securities transferred to a collateral account (the "Collateral Account") established pursuant to this agreement (the "Collateral"). Custodian agrees to serve as collateral agent for Depositor, pursuant to the terms of this Agreement. For the avoidance of doubt, Custodian acknowledges and agrees that it does not have and will not acquire or assert at any time in the future, and hereby expressly waives, any lien upon, security interest in, setoff right or other right to charge the Collateral held in the collateral account for any obligation owed to Custodian by Bank or Depositor. Until Depositor has the right to compel sale of the Collateral under Section 7 hereof, Custodian may act in accordance with the instructions of Bank, including, without limitation, the right of Bank to unilaterally substitute Eligible Securities for the Collateral in accordance with Section 3 hereof. Addendum "A" contains the names and specimen signatures of individuals authorized to act on behalf of Depositor, and Addendum "B" contains the names and specimen signatures of individuals authorized to act on behalf of Bank. Either Depositor or Bank may add or remove authorized representatives without the consent of the other at any time by providing Custodian with a replacement addendum, duly executed by an authorized individual. In no event shall the Custodian be responsible for determining whether the pledged securities are "Eligible Securities".

(b) Bank, Depositor and Custodian agree that all Collateral delivered to or received by Custodian for deposit in the Collateral Account may be in the form of credits to the accounts of Custodian at a Securities Depository or by delivery to Custodian of physical certificates in a form suitable for transfer to Custodian or with an assignment in blank. Bank and Depositor hereby authorize Custodian to utilize such Securities Depositories and to hold such physical securities or any combination thereof in connection with its performance hereunder. Collateral credited to the Collateral Account and deposited in the Securities Depositories will be held, by book-entry notation, in accounts that include only assets held by Custodian or its agent(s) for third parties, including but not limited to accounts in which assets are held in a fiduciary, agency or representative capacity. Collateral that is not held in the Securities Depositories will be held in Custodian's vault and physically segregated from securities and other non-cash property belonging to Custodian. As used herein, the term "Securities Depository" or "Securities Depositories" shall mean the Treasury/Reserve Automated Debt Entry System maintained at The Federal Reserve Bank of New York for receiving and delivering securities, The Depository Trust Company and any other clearing corporation within the meaning of Section 8-102 of the Uniform Commercial Code, as in effect from time to time.

2. **Amount of Collateral.** The aggregate market value of Collateral held by Custodian at all times during the term of this Agreement must be in an amount not less than **one hundred and two percent (102%)** of (a) the amount of the collected funds on deposit, increased by (b) the amount of accrued but uncredited interest, (c) reduced by that portion of the funds insured by the FDIC. Such amount is hereinafter called the "Required Collateral Value". In no event shall the Custodian be responsible for determining whether the Collateral Account contains the Required Collateral Value.

3. **Substitutions and Withdrawals of Collateral.** If the aggregate market value of Collateral held by Custodian at any time exceeds the Required Collateral Value, Bank may unilaterally withdraw any excess Collateral by providing Custodian with a withdrawal notice signed by an authorized representative of Bank, provided that after the withdrawal of any such excess Collateral, the remaining Collateral equals or exceeds the Required Collateral Value. Additionally, Bank may unilaterally substitute Eligible Securities for any of the Collateral held by Custodian at any time by providing Custodian with a substitution notice signed by an authorized representative of Bank, provided that the market value of the Collateral following such substitution would equal or exceed the Required Collateral Value. If Bank elects to require Depositor's written consent on a notice in connection with any withdrawal or substitution which complies with this Section 3, Depositor agrees to provide it promptly upon Bank's request. Custodian shall be entitled to rely on, and Bank and Depositor agree to hold Custodian harmless from, any actions

taken pursuant to, and consistent with, the instructions given in a withdrawal or substitution notice under this Section 3, whether unilateral or not.

4. Bank's Obligations. Bank shall perform all of the duties and obligations required of a depository under applicable law with respect to collateralization of the funds of Depositor on deposit with Bank, including the duties and obligations required under the Governing Statutes. At the expiration of the term of this Agreement, Bank shall turn over to any successor depository designated by Depositor all funds held by Bank as depository. Bank will furnish to Depositor a monthly statement listing a description of the Collateral. The statement will specify the par value, market value, and maturity date of each component of the Collateral. Upon request, Bank shall provide to Depositor a copy of Bank's most recent publicly available quarterly or annual financial statement.

5. Custodian's Obligations. (a) Custodian shall perform the duties and obligations required of Custodian hereunder, in accordance with the provisions of the Governing Statutes. Upon transfer by Custodian of Eligible Securities to the Collateral Account, including Eligible Securities substituted for other Collateral, Custodian shall promptly identify such Eligible Securities on its books and records as being Collateral held pursuant to this Agreement, and shall promptly issue and deliver to each of Bank and Depositor a duplicate receipt for such Collateral. For the avoidance of doubt, it is understood and agreed that such receipts may be combined to identify more than one transaction on any one business day and Custodian shall not be required to issue more than one such receipt to Bank and Depositor on any business day. Bank and Depositor agree that they shall promptly review all receipts delivered to them by Custodian and shall promptly advise Custodian of any error, omission or inaccuracy in such receipts. In the event that Custodian receives such an advice, Custodian shall promptly undertake to correct any errors, failures or omissions, provided that Custodian determines in its sole discretion that such error, failure or omission actually occurred and shall notify Bank and Depositor of its action concerning each such error, failure, or omission.

(b) Depositor agrees that, with respect to all securities held in the Collateral Account, Custodian by itself, or through the use of the appropriate Securities Depository, shall, unless otherwise instructed to the contrary by Bank or as provided in Section 7 hereof: (i) collect all payments reflecting interest and principal on the securities in the Collateral Account; (ii) forward to Bank copies of all information or documents that it may receive from an issuer of securities which, in the opinion of Custodian, is intended for the beneficial owner of the securities including, without limitation all proxies and other authorizations properly executed and all proxy statements, notices and reports; (iii) execute, as Custodian, any certificates of ownership, affidavits, declarations or other certificates under any tax laws now or hereafter in effect in connection with the collection of bond and note coupons; (iv) hold directly, or through the Book Entry System or Depository, all rights issued with respect to any securities held by Custodian hereunder; and (v) upon receipt of written instructions from Bank, Custodian will exchange securities held hereunder for other securities and/or cash in connection with (A) any conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, tender offer or exchange offer, or (B) any exercise, subscription, purchase or other similar rights; provided, however, such exchanged securities shall continue to be held by Custodian hereunder for the benefit of Depositor if such exchanged securities constitute Collateral. Upon receipt of payments reflecting principal and interest or dividends on the securities in the Collateral Account, Custodian shall transfer to Bank such principal and interest or dividend payments (either by credit to Bank's custody account at Custodian or otherwise).

(c) Custodian shall not be liable for any loss or damage, including counsel fees, resulting from its action or omission to act or otherwise, except for any loss or damage arising out of its own negligence or willful misconduct, and shall have no obligation hereunder for any loss or damage, including counsel fees, which are sustained or incurred by reason of any action or inaction by any Securities Depository, provided, however, that such loss or damage is not caused by the negligence or willful misconduct of Custodian. In no event shall Custodian be liable to Depositor, Bank or any third party for special, indirect or consequential damages, or lost profits or loss of business, arising in connection with this Agreement. Bank agrees to indemnify Custodian and to hold it harmless against any and all costs, expenses, damages, liabilities or claims, including reasonable fees and expenses of counsel, which Custodian may sustain or incur with respect to any third party claim or which may be asserted by a third party against Custodian by reason of or as a result of any action taken or omitted by Custodian in connection with operating under this Agreement, except those costs, expenses, damages, liabilities or claims arising out of the negligence or willful misconduct of Custodian or any of its employees or duly appointed agents. This indemnity shall be a continuing obligation of Bank notwithstanding the termination of this Agreement.

(d) Custodian may, with respect to questions of law specifically regarding the Collateral Account, obtain the advice of reputable legal counsel and shall be fully protected with respect to anything done or omitted by it reasonably and in good faith and without negligence, willful misconduct, bad faith or fraud in conformity with such advice, provided, however, that nothing contained in this paragraph (d) shall be deemed to relieve Custodian of any of its obligations pursuant to any other provision of this Agreement.

(e) Custodian shall not be responsible for, or considered to be custodian of, any securities received by it for deposit in the Collateral Account until Custodian actually receives and collects such securities directly or by the final crediting of Custodian's account on the books of the appropriate Securities Depository. Custodian will be entitled to reverse any provisional credits to the Collateral Account that were made in anticipation of the receipt of securities or cash which were not subsequently received by Custodian.

(f) Custodian shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and no covenant or obligation shall be implied against Custodian in connection with this Agreement.

(g) In performing hereunder, Custodian may enter into subcontracts, agreements and understandings with third parties whenever and on such terms and conditions as it deems necessary or appropriate and which are consistent with applicable law. If any of such subcontracts, agreements, or understandings with third parties are for the deposit of Eligible Collateral for the benefit of Depositor, (i) such third party will qualify as a "permitted institution" pursuant to the Texas Public Funds Collateral Act, (ii) Custodian shall cause such third party to provide records to Custodian evidencing the deposit of Eligible Collateral with such third party, and (iii) records of the third party relating to such Eligible Collateral will at all times state the name of Custodian. No such subcontract, agreement or understanding shall discharge Custodian from its obligations hereunder.

6. Custodian's Reliance on Pricing Services. The Custodian is authorized to utilize one or more generally recognized pricing information services (including brokers and dealers of securities) in order to provide market values hereunder, and Bank and Depositor agree that Custodian shall not be liable for any loss, damage, expense, liability or claim (including attorneys' fees) incurred as a result of errors or omissions of any such pricing information service, broker or dealer.

7. Default and Remedies. If Bank defaults in performing its obligations under Section 4 above, or if Bank is declared insolvent, or if a receiver is appointed for Bank, Depositor may, after providing Bank at least three (3) business days prior written notice and opportunity to cure the default, and, if Bank fails to cure the default within such (3) business day period, instruct Custodian to transfer the Collateral or any part thereof to a broker-dealer for disposition in accordance with Depositor's instructions at a public or private sale. The proceeds of any such sale shall be applied to satisfy any indebtedness owed by Bank to Depositor, and any excess proceeds shall be returned to Bank. Depositor will also have any other remedies available under applicable law. The Custodian shall be entitled to rely on and shall be held harmless from acts taken in accordance with such instructions from Depositor.

8. Termination of Agreement. Any party to this Agreement may terminate this Agreement by giving thirty (30) days prior written notice of termination to the other parties.

9. Applicable Law; Other Agreements. This Agreement is governed by the laws of the **State of Texas**. All deposit accounts of Depositor will be subject to Bank's Commercial Account Agreement, Business Account Agreement, or other applicable deposit account agreement, as in effect from time to time.

10. Force Majeure. Custodian shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, loss or malfunctions of utilities, computer (hardware or software) or communications service, labor disputes, acts of civil or military authority, or governmental, judicial or regulatory action; provided however, that Custodian shall use its best efforts to resume normal performance as soon as practicable under the circumstances.

11. Jury Trial Waiver. EACH OF BANK, DEPOSITOR AND CUSTODIAN HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

12. Miscellaneous. The headings in this agreement are for convenience of reference only and should not be used in interpreting this Agreement. If any provision of this agreement is illegal or unenforceable under applicable law, that provision should be deemed reformed so as to be enforceable to the extent permitted by applicable law, or if that is not possible, then this Agreement should be read as if that provision was never a part of it, and the remainder of the Agreement will be enforceable. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT OF THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL

AGREEMENTS OF THE PARTIES. Notices given under this Agreement must be addressed as set forth below the signature of each party, and will be effective upon actual receipt by the addressee or upon refusal of delivery during the normal business hours of the addressee.

Date of Agreement: _____, 20____.

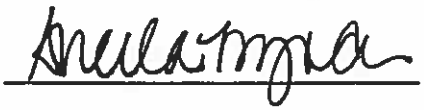
DEPOSITOR: City of Lubbock

Signature: _____
Print Name: _____
Title: _____
Address: PO Box 2000
Lubbock, TX 79457

CUSTODIAN: THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION

Signature: _____
Print Name: _____
Title: _____
Address: 1 Wall Street, Attn: BDS – Coll Mgr SFL
New York, NY 10286

BANK: WELLS FARGO BANK, NATIONAL ASSOCIATION

Signature: 
Print Name: Sheila Lynch
Title: Vice President
Address: 333 Market Street St.15th Floor,
MAC: A0109-150
San Francisco, CA 94105

DepPldgAgmt-TX-BNY-2006(0519)

ADDENDUM "A"
(Authorized Officers of Depositor)

One signature of any of the following authorized officers of Depositor is required to authorize actions to be taken pursuant to the foregoing Depository Pledge Agreement. Individual who signs page 4 must also sign below.

1. Print Name: _____ Signature: _____
   Phone/ Fax: _____ Email: _____

2. Print Name: _____ Signature: _____
   Phone/ Fax: _____ Email: _____

3. Print Name: _____ Signature: _____
   Phone/ Fax: _____ Email: _____

4. Print Name: _____ Signature: _____
   Phone/ Fax: _____ Email: _____

Government & Institutional Banking
Public Funds Collateral Unit
333 Market Street 15thFloor
MAC: A0109-150
San Francisco, CA 94105

WELLS FARGO

To: The Federal Reserve Bank of Boston
Joint Custody Collateral Unit
P.O. Box 2076
Boston MA 02106-2076

Tel. 877-479-6603
Fax: 866-686-5441

Effective Date: _____

Escrow Account: City of Lubbock
Joint Custody a/c: K1BF

Release without substitution (Wells Fargo- PL-0000470)

FRB, Boston please accept this letter as your authorization to release securities on the attached list, per the authorized signer below, from ABA 121000248

Wells Fargo Bank, N.A. will pledge collateral at Bank of New York Mellon Trust newly established account. This provides authorization for the FRB account to be closed.

Signature: Sheila Lynch
Print Name: Sheila Lynch
Authorized Signature
Wells Fargo Bank, N.A.

Signature: _____
Print Name: _____
Authorized Signature
City of Lubbock

Wells Fargo Bank
Instructions for Completing The BNY Mellon INFORM Client Set Up Request Form.

Only complete the **Client Information** & **User Set UP** sections of the form in order to provide user(s) access to your daily collateral price reports. These areas are **Blue & Shaded** for your convenience

Please type or print all required information **legibly.**

Within the **Client Information Section:**

- Complete all information.
- Since this is your initial set up request, please ignore the last line: "Check if information has changed: "

Within the **User Set Up Section:**

- Please provide the name(s) and e-mail address(s) of staff that you want to have access to INFORM reporting.

- Since this is your initial set up, ignore the "User ID" and " Reset Code" portion. User ID(s) and Reset Code(s) will be assigned during the INFORM set up process and returned to the primary contact by BNY Mellon shortly after the first posting of collateral to your account takes place. The User ID and Reset Code will be required if and when a user needs to have his/her password reset. A telephone number for BNY Mellon's BDS Help Desk will also be given within the returned INFORM User set up information packet.

After your initial sign on, the INFORM system will prompt each user to immediately change his/her password.

If you have any questions, please contact the Wells Fargo Public Funds Collateral Unit at 877-479-6603. Upon completion, please return the INFORM Client Set Up Request along with your signed third party contract to the address provided on the contact sheet.

THE BANK OF NEW YORK MELLON

Broker Dealer Services
Inform Client Set Up Request

Well Fargo Bank – A/C - NEW

BNYM Account Manager Contact:

Contact Name: Paul Messina **Telephone # :**

Business Unit: *Broker Dealer Services – Client Services Group* **Fax #:**

Request Type:

☒ **New Customer (select one type below)**
- ☐ **Global (B3)** (Accounts on RE3)
- ☒ **Domestic (B4)** (Accounts on RE1)
- ☐ **Far East (B5)** (Accounts on RE4)

☐ **Existing Inform Customer –Maintenance**
(update client services, users, accounts and/or reports as designated below)

Inform ID: _____ **(required)**

Client Information:

Company Name: City of Lubbock

Address 1:

Address 2:

Address 3:

Primary Contact: **Telephone:**

E-mail Address: **Fax :**

Check if information has changed: ☐ Name ☐Address ☐Contact

User Set Up: ☒ Add User ☐ Delete User

Name(Print Clearly)	User ID (if assigned)	Reset Code 6 numeric	Email Address(Print Clearly)
		123456	
		123456	
		123456	
		123456	
		123456	
		123456	

Services: Reports ☒ Price Report

Accounts: RE1

Parent Purchaser Group (please indicate whether account(s) is on RE1).

Special Instructions:

GIB PUBLIC FUNDS COLLATERAL UNIT
CONTACT INFORMATION

Mailing Address Wells Fargo Bank, N.A.
GIB Public Funds Collateral Unit
333 Market Street, 15th Floor
MAC: A0109-150
San Francisco, CA 94105

Toll Free Number: 877-479-6603

Fax Number: 866-686-5441

Email Address: PublicFundsCollateral@wellsfargo.com

Contacts:

Sheila Lynch, Public Funds Collateral Unit Manager	lynchsh@wellsfargo.com (415)371-3278
Jeana Nguyen, Public Funds Analyst	jeana.nguyen@wellsfargo.com (415) 371-3277
Tatiana Dayers, Public Funds Analyst	tatiana.dayers@wellsfargo.com (415) 371-3276
David Ceballos, Public Funds Analyst	david.ceballos@wellsfargo.com (415) 371-3273

SUBMIT TO: CITY OF LUBBOCK Purchasing & Contract Management 1625 13th Street, Rm 204 Lubbock, Tx 79401-3830	**CITY OF LUBBOCK, TEXAS** **RFP 15-12384-MA** Depository Services
CONTACT PERSON: **Marta Alvarez**	AN EQUAL OPPORTUNITY EMPLOYER
TEL: 806.775.2572 FAX: 806.775.2164 http://purchasing.ci.lubbock.tx.us	

TITLE: Bank Depository Services	SUBMITTAL DEADLINE: **June 19, 2015 at 3:00 p.m. CST**
PRE PROPOSAL MEETING DATE, TIME AND LOCATION: N/A	*Any proposals received after the time and date listed above, regardless of the mode of delivery, shall be returned unopened.*

RESPONDENT NAME: Wells Fargo Bank	IF RETURNING AS A "NO RESPONSE", PLEASE STATE REASON.
MAILING ADDRESS: 1500 Broadway	
CITY – STATE – ZIP: Lubbock, TX 79401	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 OF LUBBOCK THAT THIS 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 THIS 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: 806-767-7473	
FAX NO: 806-767-7465	
E-MAIL: Raine.l.young@wellsfargo.com	
FEDERAL TAX ID NO. OR SOCIAL SECURITY NO. 94-1347373	

THE OFFEROR HEREBY ACKNOWLEDGES RECEIPT OF AND AGREES ITS PROPOSAL IS BASED ON ANY ADDENDA POSTED ON BIDSYNC.COM

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 this proposal 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 this 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 will 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.

Raine Young
Authorized Signature

Sr. Business Relationship Mgr/ AVP
Title

Raine Young
Print/Type Name

6/19/2015
Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

IV. Required banking services

This section lists all the services to be provided by the bank under this agreement. The bank should provide the specific cost for each service. The bank must respond to each item in order, and answer all specific questions. Additional information and/or description of the service may be included in the response.

Acknowledged and agreed.

A. Consolidated account structure

The bank is to provide a master consolidation account and zero balance accounts from which daily balance a detail report is available. The City's current account structure contains the following accounts:

Account title

Master Account – Main operating account of the City.

CYC Flex Spending Account – Reimbursements are paid out of this account bi-weekly to cover flex medical and dependent care claims.

Payroll Account* – The City has bi-weekly payroll for approximately 2,200 employees representing a net average monthly payroll of $4,600,000. The City offers payroll direct deposit utilized by approximately 2,100 employees.

Clearing Account* – Insufficient deposit items in the City's Master Account are charged to this account. At the time the City's collection agency collects funds on these items, this account receives the credit.

Loss Fund Account* – Any claims against the City (including LP&L) are paid out of this account.

Liability Claims Account*

Lubbock Power & Light* – Utility collection account of LP&L.

Utilities Refund Account* – Customer refunds for the City's electric utility are paid out of this account.

***These accounts will be swept daily into the City's Master Account**

Zero balance account

The City currently uses a zero balance account (ZBA) structure for your banking requirements. You can better control, manage, and maintain your cash balances automatically — from one account rather than all your accounts. In addition, you are able to make better funding and investment decisions.

Account structure

You have a master depository account and multiple ZBA accounts that are funded automatically from the master account, provided sufficient funds are available.

As you already know, ZBAs offer many advantages. Instead of maintaining balances in each of those accounts, all funds are concentrated into a master account. This gives each department or division the ability to view their account balance as if the funds were maintained in that account; but since the funds are actually pooled into a single central account, you have more flexibility to invest excess capital or benefit from earnings credits.

Our system is inherently flexible to accommodate the City's unique requirements. For example, you can establish up to three tiers of accounts within your ZBA structure, and you may link an unlimited number of zero balance accounts to each master account. This lets you set up your ZBA structure in a manner that makes most sense for your organization.

We report cumulative float with each ZBA transaction.

The ability to track deposits by location gives the City the ability to monitor deposit activity more closely. This is a valuable management tool, especially for organizations with distributed operations.

Wells Fargo deposit tickets may contain an auxiliary MICR field up to ten digits. You can use the auxiliary field to track deposits by location or to track other transaction information.

Funds flow

Funds will move from the master account into each ZBA account to cover disbursements on a daily basis. Funds will also move from the ZBA accounts and concentrate into the master on a daily basis. Your office uses accounts for both collection and disbursement purposes, and the net transfers made daily between your master and ZBA accounts to bring all ZBA account balances to zero.

Reporting

We'll post each deposit — by posting date — directly to the parent account. The location code and location name associated with each deposit will be clearly indicated in your reporting and on your bank statement.

Deposit Location Reporting is available; it works in conjunction with our account reconciliation service and provides sorting and subtotaling of deposits by location.

B. Payment basis

The City intends to pay for its banking services on a fee basis. The account analysis shall be received by the fifth working day of the month, and the master account may be debited for fees incurred, subject to any errors identified by the City.

Analysis statements are provided online through the Commercial Electronic Office® (CEO®) portal on the fifth business day of each month. An automatic debit for analysis fees is posted on the 11th calendar day of the month.

The City has the option of compensating on a fee or balance basis, or a combination of both. Our standard approach for collecting fees is to debit your account each month. We realize that monthly billing of analysis fees is what is currently being utilized; however, the City also has the option to be billed on a quarterly basis or even an annual basis in order to capitalize on any monthly surplus earnings.

The billing period closes on the last day of the month. We calculate balances and account activity on the fifth business day of the next month. Your analysis statement is available electronically on the sixth business day; and the system can send an automated email letting you know when it is available.

We mail paper analysis statements six to eight business days after the close of the billing period.

We list adjustments on your analysis statement in a balance adjustments section. The balance shown includes any adjustments for that cycle.

If you identify an error, you have up to 60 days from the receipt of your analysis statement to notify us.

C. Wire transfer services

A standard wire transfer agreement will be executed with the bank. This proposal should include a copy of your standard transfer procedures and wire transfer agreement. The City requires adequate security provisions and procedures. If the wire transfer requests are available on line, full information should be submitted detailed the use.

Wire agreements

As an existing user of our wire transfer services, we do not require additional agreements. However, for purposes of the RFP requirements, we have attached copies of our standard agreements in the appendix-Tab F. These documents include:

- Master Agreement for Treasury Management Services
- Acceptance of Services
- Wire Transfer Services Security Procedure Agreement
- *CEO* Service Description
- *Payment Manager* Service Description

Security

We recommend dual custody for initiating free-form wires and for creating or maintaining wire templates online. With dual custody, we require a second user's approval of the free-form wire and wire templates before they take effect.

If you elect to use single custody, you will need to enroll in our Secure Validation service. This service provides you with an added layer of security without requiring another user's approval when completing free-form wire initiation or template maintenance.

Each time you initiate a free-form wire or perform template maintenance, you'll select from a list of enrolled phone numbers to receive a six-digit validation code that you'll enter online to complete the request.

Our *CEO* Wire Transfer service process requires two-factor user authentication. Before anyone can initiate a wire, authorized users must log on to the *CEO* portal using a Company ID, User ID, and password. We also require an RSA SecurID fob-generated pass code.

Once users have been authenticated, the system allows the initiation process for either repetitive or freeform wires to begin.

The *CEO* portal uses industry-standard 128-bit Secure Sockets Layer (SSL) encryption and requires use of a Company ID, User ID, and Password to authenticate the City's users. For wire transfers, the portal requires strong (two-factor) authentication using an RSA SecurID fob.



Each user authorized by the City for wire functions must possess an RSA SecurID fob and enter a pass code, which is generated by the fob after the user enters a User PIN.

During login, or when users upgrade to strong authentication to initiate transactions, passwords or token pass codes are masked for security reasons. We encrypt and store all passwords on our servers using one-way hashing.

Incoming and outgoing transfers

The City can send and receive domestic and international wires, and transfer funds between Wells Fargo accounts quickly, easily, and securely.

Incoming wires

We accept wire transfers from other Wells Fargo accounts and from the Federal Reserve, SWIFT, and CHIPS (Clearing House Interbank Payments System) networks. If a sender provides a valid account number in wire instructions that arrive before our processing cutoff time, we'll post the incoming funds to your account the same day.

Outgoing wires

Our wire transfer service processes correctly formatted outgoing payments on a straight through basis according to your instructions. We manually review, correct, and verify a payment that does not pass edits and that our system cannot automatically correct.

Next, our system automatically ensures that there are adequate funds available to process the wire and that a wire is not going to a country or beneficiary on the U.S. Treasury's Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list. If the wire meets these requirements, our system releases it.

Initiation methods

Online and mobile

The City can sign on to our portal to initiate repetitive or free-form domestic and international wires online. Using our mobile service, users can approve any pending wire transfers and initiate repetitive wires.*

*Our mobile service only allows initiation of repetitive wires, and not free-form wires.

To initiate a repetitive wire, the City users:

- Search for the appropriate template or select it from a dropdown list.
- Enter the value date (which can be future-dated up to 60 days), the wire amount, and beneficiary information (if not already built into the template). High-volume wire customers can use a single screen to initiate repetitive wires from multiple templates.
- Click the Submit button. The system then displays a confirmation, which can be printed for the City's audit trail.

If the City does not require secondary approval, the system releases the wire on the value date. If the template has been set up to require secondary approval, we place the wire in the Pending Wires: Awaiting Verification queue.

To initiate a freeform wire, the City users:

- Input all required wire transfer fields, including credit currency, debit account number, value date, wire amount, beneficiary account and bank information, optional beneficiary and intermediary bank information, and originator's reference data.
- Using our bank lookup tool, search for financial institution information by name or reference number (Fedwire and routing transit number or SWIFT address), select, and insert the name or number into the appropriate fields.
- Click the Submit button. The system then displays a confirmation.
- If the City does not require secondary approval, the wire is released on the value date. If the template has been set up to require secondary approval, we place the wire in the Pending Wires: Awaiting Verification queue.
- With the bank's *CEO* Wire Transfer service, the City can set up approval levels for different wire types and accounts. Once the wire initiation process is complete, the approval process can begin.

Authorized approvers log on to the *CEO* portal and enter SecurID pass codes to access the Wire Transfer service.

We display wires requiring approval by a secondary party in the Pending Wires: Awaiting Verification queue. This queue displays only wires initiated by other users and that the user has the authority to approve or reject.

Pending wires in the Awaiting Verification queue display summary information, including value date, template name for repetitive wires, debit account, wire amount, beneficiary name, and wire status (entered or initial verification). Approvers can approve or reject one or more wires from this summary list. Before approving or rejecting a wire, they also have the option of reviewing full wire details.

- If the approver chooses the full detail review, he or she can modify the wire, if he or she has been given the authority to do so.
- If the wire requires an additional verifier, it will remain in the Awaiting Verification queue with a status of Version 1 after the first verifier approves it. Before a wire can be released, the second verifier, now the actual approver, would need to access all Version 1 status wires and approve them.

If the system rejects a wire, it appears in the Awaiting Repair queue. The screen will display the reject reason entered in the full detail review. If an approver repairs the wire, it will be displayed in the Awaiting Verification queue for secondary approval.

After approval, if necessary, the wire transfer system automatically checks that there are adequate funds available in the City's debit account and that the transfer is not going to a country or beneficiary on the U.S. Treasury's Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list. Wires are released immediately afterwards.

Consolidated payables

You can send one file with multiple payment types (including wire transfers, ACH payments, and checks) and remittance information directly from your existing J.D. Edwards enterprise resource planning (ERP) system with our *Payment Manager* service.

We accept most file formats and offer several file transmission protocols, as well as an option to upload your file online.

Telephone

Users will call a single toll-free number and provide an account number, personal identification number (PIN), and voiceprint; these are validated through a voice response unit (VRU).

Repetitive wires set up on our system are completed through the VRU. To complete a free-form wire, the user is transferred to a team member in the Wells Fargo Wire Transfer department.

Automatic standing transfer order

To set up a repetitive wire transfer, you will tell us the criteria that our system will use to determine the amount to send. You'll also specify initiation dates and times for us to automatically send the transfers.

In person

You can go to any Wells Fargo store to initiate a wire. You must have signing authority on the account to initiate the request.

Deadlines

Incoming

We accept incoming wires from the Federal Reserve until 5:00 p.m. CT and credit them the same day. We process incoming SWIFT transactions until 6:00 p.m. CT.

Outgoing

The opening time for outgoing wires is 7:00 a.m. CT for all wire types regardless of origination channel. We provide the cutoff times, which may vary based on wire type and initiation method, in the following table. We process requests we receive after our deadlines on the next business day.

Wire cutoff times (CT)

Origination channel	Domestic	Book	Drawdown request	Tax payment
Online and mobile	4:30 p.m.	7:00 p.m.	4:30 p.m.	3:30 p.m.
Consolidated payables	4:30 p.m.	4:30 p.m.	4:30 p.m.	4:30 p.m.
Telephone	4:30 p.m.	7:00 p.m.	4:30 p.m.	3:00 p.m.
Automated standing transfer	4:30 p.m.	7:00 p.m.	4:30 p.m.	3:00 p.m.

Reporting

You can access detailed current and previous day information on incoming and outgoing wires through our online Wire Transfer Detail, Previous Day, and Intraday Composite reports and through our Direct BAI file transfer service.

Below is a sample of the information included in these reports, which can vary slightly by report type:

- Customer name or account name and number
- Wire amount
- Processing date and time
- Receiving or originating bank
- Correspondent bank, Fed, or SWIFT reference number
- Internal reference or confirmation number
- Value date, currency, wire text, transaction status, and so forth

You can tailor the online reports to show as much or as little detail as you need. Reports are available for download in BAI V2, CSV, and Excel format, and to view in HTML and PDF format.

You can also receive optional notifications* of rejected, successful and unsuccessful outgoing wires, and incoming wires by email, fax, or text message (or all three).

*Additional fees may apply.

D. Automated daily balance reporting

The City requires an automated PC-based reporting system for access to the closing ledger and available balances. Stipulate the time at which the access is available and describe the system to be used. Reporting should include balances and detail reporting. Samples of the reports are to be included in the proposal.

The *CEO* portal is available 24 hours a day, 7 days a week, and provides you with single sign-on access to account information and a wide range of financial services. You can even customize your portal home page, so you can view critical account balances and transaction information at a glance.

Wells Fargo understands that the City needs information about your accounts throughout the day and we update intraday information approximately every 15 minutes. We report transactions that post to your accounts within minutes or seconds of their receipt. We also update current ledger and available balances on a real-time basis. The exact times will depend on the specific transaction.

Designed as a one-stop shop for access to banking services, the *CEO* portal also provides the City access to the following services:

Services available through the *CEO* portal	
Treasury Management	**International Services**
ACH Deletes & Reversals Online	Canadian Treasury Services
ACH Fraud Filter	Foreign Exchange
ACH Inquiry	Trade Services Online
ACH Payments	TradeXchange: Export Services
ARP Register Maintenance	TradeXchange: Import Services
Basic Banking	TradeXchange: MIS and Images
Cash Vault	**Credit, Loan, and Finance**
Deposit Maintenance	Asset Based Lending
Desktop Deposit®	Business Credit Services
Document Retrieval	Credit Management
E-Box® Decisioning	Fed Funds Online
Electronic Document Delivery	Global Fed Funds
Event Messaging	Interest Rate Management
Healthcare Claims Payments	Loan Document Templates
Healthcare Supplier Payments	Mortgage Information Reporting
Image Positive Pay	Receivables Financing
International ACH Payments	Supply Chain Finance
Lockbox	Warehouse Lending Finance
Payment and Delivery Preferences	WFBCI Customer Reporting
Payment Manager	**Trust and Investment***
Payment Manager File Validation Tool	Fed Funds
Retail Lockbox Image Archive	Institutional Investing: Reporting
Returned Item services	Institutional Investing: Trading
Reverse Positive Pay	Market Linked Investment Offerings
SAFE Transmission	Mutual Fund Reporting
Self Administration	Mutual Fund Trading
Statements & Notices	

Services available through the *CEO* portal	
Stops-Images-Search Sweep Statements and Confirmations Wells Fargo Business Online Banking WellsTax® payments Wire Transfer **Prepaid Card Services** PayCard Prepaid Card Wells Fargo® Visa® Gift Card **Health Benefit Services** Health Benefit Services **Purchasing** Commercial Card Expense Reporting	Prime Services Retirement Plan Payments Retirement Professionals Workstation Retirement Solutions Securities Lending Reporting Security Valuations Trust Analytics Trust Information Delivery Trust Portfolio Reporting Trust Transaction Management Wells Capital Management Wells Fargo Advantage Funds Wells Fargo Securities – Fixed Income Sales **Shareowner Services** Shareowner Client Connect

*Investment products are not FDIC-insured, are not deposits of or guaranteed by the bank, and may lose value. Deposit and credit products are offered by Wells Fargo Bank, N.A. Member FDIC.

Features and capabilities

With our single sign-on system you can:

- Centralize your payment and disbursement capabilities
- Customize and download current day and previous day reports
- Place stop payments, research transactions, and view images
- Initiate a full range of transactions, including ACH and wire transfer, trade, credit, and trust
- Control access to your accounts, set user transaction limits, assign administrators, and manage how transactions are authorized
- Sign up for services right from your desktop
- Receive time-sensitive notifications by email, text message, or fax
- Mitigate fraud and operational risk with advanced monitoring and decision-making tools

As an existing user of the *CEO* portal, you may already be familiar with particular features of the system. The portal includes access to product demos, and your staff can access tutorials and sign up for webinars taught by trained product experts. User guides and answers to frequently asked questions are also easily found on the site.

In addition, your dedicated client service officer, Megan Kiker, is always available to provide assistance when needed.

Online reporting

Our Treasury Information Reporting service delivers online, customizable information reporting for all your account activity. With a single sign-on, you can view, print, or download your balances and transactions — and view check images on select reports — for review in minutes.

You can choose from a number of standard reports that provide current and previous day information, including comprehensive balance, summary, and transaction detail, as well as reports on specific transaction types.

Reports can be downloaded as needed into your accounting, treasury workstation, or spreadsheet applications. Download and viewing options vary by report, but can include BAI V2, CSV, Excel, HTML, and PDF.

Current day

Our current day (intraday) reporting includes the following transaction types: incoming and outgoing wire transfer, ACH debits and credits, remote deposits with detail, lockbox deposits with availability, and lockbox detail.

Our standard storage provides access to seven calendar days of history. We also offer optional extended storage of 30, 60, or 90 calendar days.

We update current day information multiple times throughout the day. We report transactions that post, and we update current ledger and available balances, on a real-time basis; the exact times depend on the specific transaction.

Previous day

Our previous day reporting includes all transaction types that post to your accounts. Our standard storage provides access to seven calendar days of history. We also offer optional extended storage of 30, 60, 90, or 120 calendar days.

We update previous day information reporting by 5:30 a.m. CT each banking day.

Alerts

Event messaging is an optional service that complements our online information reporting service. You can receive critical information alerts by email, fax, or text message about:

- ACH received and return activity
- Incoming and outgoing wires
- Intraday balances
- Positive pay exception activity
- Returned items
- Unauthorized incoming ACH transactions

Based on your direction, we can notify you immediately, once every hour, once every two hours, once a day, or twice a day.

Available reports

We offer a variety of online reports and statements to support your treasury management activity. The following table describes all statements and reports that are available to you through our Treasury Information Reporting service.

Intraday reports	Description
ACH Origination	Provides summary information by ACH company ID for ACH files that you submit for processing. It also includes detailed information on accepted or rejected transactions as well as the ACH settlement number. If you use single item settlement, you will see a settlement entry for each transaction.
ACH Receive	Details all ACH transactions we receive that will post to your account at the end of the current day.
ACH Return/NOC (notification of change)	Includes detailed information (including settlement information) by ACH company ID for all ACH returns and notifications of change (NOCs) for transactions you have originated. NOCs include corrected information and addenda records.
Deposit Detail	Lists all electronically-made check deposits.
EDI Payment Detail	Provides both ACH and EDI payment data in a comprehensive report format, and includes all addenda records for supported segment types as well as settlement information. You can access EDI-formatted payment and remittance information on the same day it posts to your account.
Intraday Composite	Provides balance, summary, and detailed transaction information, updated on a real-time basis.
Intraday Position	Shows an aggregated intraday cash position across all accounts you select, including total balances and total debits and credits.
Intraday Return Item Detail	Offers detailed information on checks that are going to be charged back to a customer's account for reasons such as nonsufficient funds or stopped payment.
Wire Transfer Detail	Lists comprehensive current day memo-posted detail for all outgoing and incoming wires, grouped by type: book transfers, domestic wires, and international wires.
Previous day reports	Description
ACH Customer Activity	Includes settlement information and adjustment detail, as well as a summary of return activity. It also shows details of reversals, deletions, and rejects.
Express Balance	Gives you a snapshot of previous day information, including balances, transaction summaries, images for each check transaction, and transaction details for your bank accounts.
Month-to-Date Balance	Provides a daily summary of account balances, aggregate float, and total transactions that posted to your accounts for the month-to-date, prior month, or a specific date range.

Previous Day Composite	Provides a complete view of previous day information, including balances, transaction summaries, images for each check transaction, and transaction details for your accounts.
Previous Day Return Item	Allows you to view details and images of returns after they are charged to your account.
Sweep Account Position*	Shows investment balance for the prior day, allows you to track month-to-date dividend accruals, and lets you calculate your dividends earned on the previous day, the total book value of your cash, and your investment position for the next day.
Cycle reports and statements	**Description**
ARP Statements and Reports	Includes your ARP statement and detailed transaction reporting on 14 optional reports.
ARP File Posting Confirmation	Shows a summary and details of your account reconciliation activity by date, including check issues, cancels, and voids, as well as stop payment requests, releases, and renewals.
ARP Data Query Report	Allows you to perform a query of your ARP data and download the results in CSV or Excel.
DDA Cycled Statement	Details checking activity the day after your statement cycle closes.

*For Money Market Mutual Fund Stagecoach Sweep® customers only. Investment products are not FDIC-insured, are not deposits of or guaranteed by the bank, and may lose value. Deposit and credit products are offered by Wells Fargo Bank, N.A. Member FDIC.

Inquiry capabilities

Wells Fargo offers general inquiry capabilities online through our *CEO* portal, which you'll access with a single sign-on. We also offer inquiry capabilities within specific product applications of our online system. We've described those services below.

Treasury Information Reporting

You can search for specific transactions within many of our online reports. The table below includes specific search criteria available for several of our reports.

Report search criteria	
Account number	Debit or credit transaction type
Account type	Amount or amount range
Currency	Reference number or reference number range
Date or date range	Location number or location number range

Stops-Images-Search

You can perform inquiries for issued and paid check transactions, deposits, debits, credits, stop payments, or all posted items for up to seven years from the posting date, and then print your results — all from a single web page. You can also view details for each of the transactions within your search.

Range searches help you locate any items by date or dollar amount. You can also search for specific items by entering check and customer reference numbers. Transactions that qualify for stop payments or image requests are identified so that you can:

- Search for posted items
- Initiate stop payments
- Renew or release stops
- View the status of items issued (outstanding, canceled, or voided)*
- View online images of checks, electronic deposits, or paper deposits that have posted to your accounts

*Requires use of account reconciliation service.

Other inquiry capabilities

In addition to those services described above, we offer inquiry capabilities through the online treasury management services shown in the table below.

Treasury management services with inquiry capabilities	
ACH Inquiry	Lockbox
ACH Fraud Filter	Retail Lockbox Image Archive
Commercial Card Expense Reporting	Returned Item Services
Desktop Deposit	Reverse Positive Pay
Image Positive Pay	Wire Transfer

Online statements and notices

You can access your statements, notices, and legal disclosures through our single sign-on portal. You can reduce paper by accessing a PDF version of your documents at your convenience.

Documents	Availability
ARP statement[1]	Available four business days after your statement cycle's cutoff date for up to 12 months.[2]
Commercial checking and savings accounts statement	Available one to two business days after your statement cycle's cutoff date[3] for up to 13 months (current month and prior 12 months).
Client analysis statement[4]	Available within two business days after your statement cycle's cutoff date and for up to 13 months (current month and prior 12 months). Our

Documents	Availability
	exclusive interactive statement allows you to select individual or multiple items to trend up to 13 months of analysis history.
Deposit adjustment notice	Available for up to 180 days after the adjustment is processed.
Stop payment notice	Available for 30 days after the stop payment is processed.
Stop renewal notice	Available for 30 days after the renewal is processed.
Legal disclosure	Available until the expiration date (included with your statements).

[1]ARP statements are available through our Treasury Information Reporting service; all other documents are available through our Statements & Notices service.
[2]If you subscribe to ARP, this replaces your commercial checking statement and is available through our online reporting service.
[3]Statement availability varies by account type and services used.
[4]Client analysis statements are also available in CSV, Excel, HTML, and ANSI X12 822 formats.

To simplify and streamline your processes, you can download multiple statements and notices for your commercial checking and savings accounts, and stop payment and deposit adjustment notices — all with one request. You can also request statements individually. An email message lets you know when your files are ready.

You'll find samples of all Treasury Information Reporting in the appendix-Tab E.

Mobile banking

In 2007, Wells Fargo became the first major U.S. bank to offer mobile services for commercial and corporate customers. With the CEO Mobile® service, you can perform many of the same tasks you access through the portal, as well as additional functions such as uploading business expense receipts or depositing checks using an iPhone, iPad, or Android device.*



*Requires iOS version 6.1 or above or Android version 4.0 or above.

Access the service from any smartphone and sign on using your portal authentication credentials.

You can contact your treasury management sales consultant for a demo of our mobile service, or visit wellsfargo.com/ceomobile for more information.

Use the *CEO Mobile* service for	Features
ACH payments	Approve or reject domestic ACH transactions
Cash management	Transfer funds between your corporate bank accounts at Wells Fargo and monitor intraday account balances and

Use the *CEO Mobile* service for	Features
	transactions, including controlled disbursement summary and lockbox availability information
Exception processing	View positive pay images and make pay or return decisions
Fraud protection	View ACH Fraud Filter details and make pay or return decisions
Information reporting	View previous day and intraday composite reports, as well as detailed reports on controlled disbursements and lockbox deposits
Letters of credit	View balances, transactions, and funding details
Making deposits	Deposit checks and money orders to your corporate bank account using an iPhone, iPad, or Android device*
Mobile alerts	Receive notifications about critical transactions or items that need your attention
Managing commercial cards	Cardholders can view remaining credit, review charges and declines, and enter out-of-pocket expenses Program administrators can set limits, maintain card details, and manage the Merchant Category Code strategy
Managing commercial loans	Review and reset rates for expiring term loans
Property management	Maintain insurance certificates and document safety inspections and repairs
Supply chain finance	Vendors and resellers can view detailed information about credit, invoices, recent orders, and payments due
Tokenless authentication	Use our One Time Code service to review and approve important transactions — even when you don't have your token
User access control	Administer and reset passwords, approve dual custody changes, and enable or disable users
Wire transfers	Approve or reject outgoing wires and initiate templated wires

*Requires iOS version 6.1 or above or Android version 4.0 or above.

E. Sweep account provisions

If the City chooses, the bank will be responsible for automatically sweeping the balances in all accounts daily to an investment option (money market fund, repo, etc.). Describe the sweep options and, if a money market fund is used, provide a prospectus. The accounts will be swept to the compensating balance.

Due to the current sweep rate environment, we are not recommending our sweep products to the City. The current interest rate cycle is such that sweep investments are not returning as well as bank's ECR. We proactively watch interest rate cycles and inform the City when it's economically advantageous to move into sweep products.

However, as you've requested, we've detailed below our automated Stagecoach Sweep® investment options: Preferred Option, Repurchase Agreement Option, and Money Market Mutual Fund Option. Each offers the following benefits:

Automated investment of funds

By sweeping automatically each night, you eliminate the need for costly and time-consuming manual funds transfers to and from investment accounts.

Accuracy of funds transfer

The sweep transfer occurs after all of the day's debits and credits are posted to your account, ensuring the sweep won't accidentally overdraft your account.

Investment options

Preferred Option

This is a fully automated, end-of-day investment sweep that automatically invests excess collected balances into an interest-bearing offshore account at our Cayman Islands branch. At the opening of the next business day, we return the funds and any interest to your checking account for your use.

Although the Preferred Option requires a minimum investment of $100,000, you can invest balances under $100,000 by combining the Preferred Option with the Repurchase Agreement Option. This ensures you are always fully invested, regardless of your balance.

Note: Funds transferred to the offshore account are not insured by the Federal Deposit Insurance Corporation (FDIC), the U.S. government, or any government agency; in a liquidation have lesser preference than deposits held in the United States; and are subject to cross-border risks.

NOT FDIC INSURED · NO BANK GUARANTEE · MAY LOSE VALUE

Repurchase Agreement Option

This option automatically sweeps excess collected balances at the end of each business day into a repurchase agreement investment. At the opening of the next business day, we'll return the funds and any interest to your account; you generate earnings overnight while maintaining access to your cash during the day.

Note: Investments in repurchase agreements are not deposits, are not insured by the FDIC and are not guaranteed by the United States government or any agency of it, or by the bank, nor is it the bank's obligation to repurchase company's interest in any securities. The securities held by Wells Fargo as collateral may or may not be guaranteed by the U.S. Government, but such guaranty does not flow to you, the investor. All securities carry investment risk and may lose value. General banking assets may be used to satisfy Wells Fargo's obligations under a repurchase agreement. The interest rate on a repurchase agreement is not the same as the rate on government securities. The repurchase agreement contains specific provisions and additional disclosures. Please read it carefully.

NOT FDIC INSURED · NO BANK GUARANTEE · MAY LOSE VALUE

Money Market Mutual Fund Option

This option automatically sweeps excess collected balances into a Wells Fargo Advantage Funds® money market mutual fund investment. Funds stay invested until you need them, and you generate earnings without sacrificing access to your cash.

When you set up this option, you'll choose a checking account target balance. At the end of each day, if your account balance is above the target, we automatically sweep the excess into an FDIC insured omnibus account.

At the beginning of the next business day, we transfer the funds to the money market mutual fund custodian, where they are invested in a non-FDIC insured, non-bank guaranteed money market mutual fund.

Note: This is just a summary. For complete information, please see the Wells Fargo *Stagecoach Sweep* Service Description and the current prospectus for the *Wells Fargo Advantage Funds*. Wells Fargo Funds Management, LLC, a wholly owned subsidiary of Wells Fargo & Company, provides investment advisory and administrative services for *Wells Fargo Advantage Funds*. Other affiliates of Wells Fargo & Company provide sub-advisory and other services for the Funds. The Funds are distributed by Wells Fargo Funds Distributor, LLC, Member NASD/SIPC, and affiliate of Wells Fargo & Company. Your investment in a money market mutual fund will be pooled with funds belonging to other investors in an omnibus investment account in the name of Wells Fargo as agent on behalf of all its customers invested in the money market mutual fund. An investment in a money market mutual fund is not insured by the FDIC or any other government agency. Although the mutual funds seek to preserve the value of your investment at $1.00 per share, it is possible to lose money by investing in a money market mutual fund. In addition, mutual funds are not guaranteed by Wells Fargo and may lose value. For more information regarding the money market mutual fund investment sweep option, obtain a current prospectus for the money market mutual fund by visiting wellsfargoadvantagefunds.com, by calling 1-800-260-5969, or by contacting your Wells Fargo relationship manager. Consider the investment objectives, risks, charges, and expenses of the investment carefully before investing. This information can be found in a current prospectus. Please read it carefully before investing.

NOT FDIC INSURED · NO BANK GUARANTEE · MAY LOSE VALUE

F. Investment of Idle Funds and Safekeeping of City Securities

All certificates of deposit bought by the City will be bought on a competitive basis. The City has no obligation to invest its funds with or through the bank. If the bank is proposing overnight repurchase agreements, an executed Master Repurchase Agreement is required. In order to fulfill GASB requirements for reporting, if a repurchase agreement is executed by the bank itself, the collateral must be held in the trust department of the bank in a separate account.

Agreed. If the City chooses to purchase certificates of deposit from Wells Fargo, rates will be negotiated on as need and per situation basis.

All securities will be handled on a delivery versus payment (DVP) basis as they are cleared into and out of the account. All clearing and safekeeping will be in the bank or its correspondent. All correspondent and safekeeping arrangement will be stipulated in the proposal.

Wells Fargo Securities (WFS) is the trade name for the capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including but not limited to Wells Fargo Securities, LLC, a member of NYSE, FINRA, NFA and SIPC, Wells Fargo Prime Services, LLC, a member of FINRA, NFA and SIPC, and Wells Fargo Bank, N.A. Wells Fargo Securities, LLC, and Wells Fargo Prime Services, LLC are distinct entities from affiliated banks and thrifts.

The WFS investment representative who currently works with the City is Chuck Landry, located in our Dallas, TX office. He can be reached directly at 214-777-4018, and his contact email address is chuck.landry@wellsfargo.com.

Wells Fargo has been helping institutional clients, including nonprofit organizations, manage their finances for more than 150 years. WFS builds on that tradition by offering investment products, services, and expertise to finance directors and business administrators for public institutions across America. We have a local, customer-focused approach to business; therefore, our customers benefit from our in-depth knowledge of their region and unique investment needs.

WFS works with institutional clients who prefer to manage their own investments. We provide investment solutions through various products:

- U.S. treasury bills, notes and bonds
- Federal agency securities
- Corporate bonds
- Commercial paper
- Brokered certificates of deposit
- Taxable and tax-exempt money market mutual funds
- Other money market securities

WFS offers the following services to our customers:

- The Wells Fargo *CEO* portal, which provides online access to customers' brokerage account activity, statements, and positions 24 hours a day, 7 days a week; including online trading for money market mutual funds during normal trading hours as well as portfolio management tools. Money market mutual fund transactions can also be originated through the *CEO* portal.
- Investment policy development, providing assistance in establishing guidelines for managing public funds.
- Portfolio analytics, assisting in investment strategy development, security comparison tools, portfolio performance measurement, and interest rate risk advisory services.
- Portfolio accounting through the Wells Fargo low cost portfolio accounting system, which is an internet-based accounting and reporting package designed specifically for fixed-income portfolios.
- Safekeeping, assisting in managing cash flow and providing portfolio management information.
- Underwriting, with our Public Finance division providing capital project funding.

Wells Fargo Securities, LLC, provides its brokerage clients with self-clearing bank safekeeping services. Securities purchased by WFS customers are held in custody with Wells Fargo Bank, N.A., a FRB member. Safekeeping activity is subject to annual audits by our internal auditors, Wells Fargo Audit Services, Inc., and by our external auditors, KPMG.

Securities purchased by the City will be settled through delivery versus payment (DVP) either through the Depository Trust Company (DTC) or the Bank of New York (BONY). Securities belonging to customers who have safekeeping with Wells Fargo Bank, N.A. (bank safekeeping) are held in accounts titled "Wells Fargo Bank Safekeeping Services." The securities are recorded in the customer name on our internal system of record. Our books and records are reconciled daily with those of the depositories. Physical securities registered in the customer's name or in WFS' nominee name are held in the Bank of New York's (BONY's) securities vault. These securities are counted and reconciled at least quarterly.

Fees and charges are competitive within our industry. Please refer to the enclosed fee schedule included in the appendix-Tab A. Although we are providing a fee schedule in this response, please note that we are currently waiving all Safekeeping fees for clients who do trading with WFS.

WFS provides a written confirmation of each trade. However, in conjunction with Rule 10b-10(b) from the Securities and Exchange Commission which allows for alternative period reporting, WFS does not send written confirmations for money market mutual fund transactions, including purchases, redemptions, dividends and dividend reinvestment.

Customers may receive additional documentation without request, depending on the type of transaction. These include interest, principal, call or maturity advices. Customers may elect to receive their statements through the *CEO* portal, or through U.S. mail. Customers may receive additional documentation without request, depending on the type of transaction. These include interest, principal, call, or maturity advices.

The deadline for cash (same-day) settlements is 12:00 p.m. CT. There is no charge for late delivery instructions, but those will be done on a best-efforts basis.

By providing the resources of a respected, national financial services firm with our local expertise and commitment to customer service, WFS provides our customers with the best of both worlds. Each of our investment representatives are part of an experienced team of brokers, traders and sales assistants, ensuring that someone is always available to assist customers.

G. Standard disbursing services

Standard disbursing services for all accounts are required to include the payment of all checks upon presentation.

Wells Fargo makes every effort to pay checks as intended by the City. We highly recommend that the City continue using our Positive Pay with Payee Validation be utilized to help avoid checks being paid for an amount other than what is issued, or to a payee that is not authorized to receive funds.

We also image checks and make them available to the City by three delivery channels: online, in an image transmission, or on a disk.

Check imaging

Online

Image retrieval is available as part of our Stops-Images-Search service, which lets you immediately view, print, and download items.

Transmission

Our image transmission option provides a daily, weekly, semi-monthly, or monthly file of paid check images and related index information. Image files are available as early as 10:00 a.m. CT the day after posting. Through our secure transmission platform, you can download files into your internal archives or to our viewing software. During implementation, you'll choose which format (XML or PDF) you want to use for your files.

CD or DVD

We deliver disks (DVDs or CDs) monthly, semi-monthly, or weekly. You'll archive and view images using our image software, which is password protected and lets you restrict user access. We encrypt the disks, and our software decrypts them as you view the images.

H. Standard deposit services

The bank must guarantee immediate credit on all incoming wire transfers and U.S. Treasury checks upon receipt and all other checks based on the bank's published availability schedule. The bank should specify in their proposal their deposit requirements and commercial and retail deposit locations, including night deposit services and procedures.

Availability schedules

We accept wire transfers from other Wells Fargo accounts and from the Federal Reserve networks. If a sender provides a valid account number in wire instructions that arrive before our processing cutoff time, we'll post the incoming funds to your account the same day.

We accept incoming wires from the Federal Reserve until 5:00 p.m. CT and credit them the same day.

Other services

Regarding availability schedules, we:

- Determine and calculate availability of deposited items based on our optimal check clearing and collection process.
- Give immediate availability for on-us items, except for our controlled disbursement items (which are available on the following business day).
- Calculate availability on an item-by-item basis according to the routing transit number on the check, the deposit location, and the time of day when you deposit the item.

Most of our customers use our standard accelerated availability schedule. We offer alternate schedules on a case-by case basis. We will work with you to ensure you have the most appropriate availability schedule for your account.

We review our availability schedules annually. Please refer to the appendix-Tab C for the schedule specific to your depositing locations.

Depository requirements

You can make deposits — and perform other banking transactions — through a variety of convenient methods.

Banking store

If your daily cash deposits are less than $10,000 and you deposit fewer than 250 checks, you can make over-the-counter deposits.

When you present deposits to tellers in secure plastic, tamper-evident, dual-pouch bags, they'll remove checks and deposit tickets, and then provide receipts for the amounts shown. You don't have to wait. We verify the cash, either at the banking store or at one of our cash vaults, after you leave.

Or — if you'd rather have immediate confirmation — tellers will count and verify deposits in your presence. You'll set up your preference at implementation.

You receive next-day credit for checks, provided you make your deposit prior to the disclosed cutoff time. Cash deposits receive same-day credit regardless of your deposit time.

In addition to making deposits, you can place cash orders of up to $3,000 cash and $500 in coin per day. There is a limit of three orders per week. Your treasury management sales consultant can work with you to find an alternative solution if your cash orders exceed these limits.

The following banking store is closest to your location and can best support your depositing needs.

Banking store	Deposit deadline (local time)	Distance
Lubbock Main 1500 Broadway Street Lubbock, TX 79401 806-765-8861 Store hours Mon.–Fri.: 9:00 a.m. to 5:00 p.m. Sat.-Sun.: Closed	Monday to Friday: 5:00 p.m. **ATM** Monday to Friday: 9:00 p.m.	0.61 miles
Texas Tech 1215 University Avenue Lubbock, TX 79401 806-765-6281 Store hours Mon.–Fri.: 9:00 a.m. to 5:00 p.m. Sat.: 10:00 a.m. to 3:00 p.m.	Monday to Friday: 5:00 p.m. **ATM** Monday to Friday: 9:00 p.m.	1.49 miles
50th & Quaker 4323 50th Street Lubbock, TX 79413 806-788-2600 Store hours Mon.–Fri.: 7:30 a.m. to 6:00 p.m. Sat.: 8:00 a.m. to 5:00 p.m.	Monday to Friday: 6:00 p.m. **ATM** Monday to Friday: 9:00 p.m.	5.48 miles
Southwest 4905 82nd Street Lubbock, TX 79424 806-794-1060 Store hours Mon.–Fri.: 7:30 a.m. to 6:00 p.m. Sat.: 8:00 a.m. to 5:00 p.m.	Monday to Friday: 6:00 p.m. **ATM** Monday to Friday: 9:00 p.m.	7.93 miles
Lubbock Main MB 1001 Q Avenue Lubbock, TX 79401 806-767-7481 Drive-up hours Mon.–Fri.: 7:30 a.m. to 6:00 p.m. Sat.: 8:00 a.m. to 12:00 p.m. Sun: Closed	Monday to Friday: 6:00 p.m. Saturday-Sunday, and holidays (next business day)	

Night depository

Our full-service banking stores – **50th & Quaker and Southwest** – have a convenient night depository for commercial customers, as well as the Lubbock Main Autobank which is the closet night depository to your location. After we set up the City's accounts, your authorized personnel will receive access keys.

You must make deposits in secure plastic, tamper-evident, dual-pouch bags. We process them at the banking store and verify the cash later, either in the banking store or at a nearby Wells Fargo cash vault. Audit controls are in place to ensure that we count and verify your deposit accurately.

You receive next-day credit for checks, provided you make your deposit prior to the disclosed cutoff time.

Remote deposit

You can save time and money by depositing checks into your Wells Fargo account electronically, and eliminate the need for your employees to physically take deposits to the bank. An extended deposit deadline of 9:00 p.m. CT for same-day ledger credit means faster notice of returned items.

Using a desktop scanner, you simply scan checks and create digital images of the checks. You then review and transmit the images to Wells Fargo through our online banking service. There are no restrictions on check eligibility; you can scan all checks drawn on U.S. banks.

Wells Fargo Electronic Deposit℠

With our image cash letter service, you can deposit checks electronically directly from your place of business and convert check payments to invested funds more quickly.

You (or a third party processor on your behalf) transmit a deposit file that includes MICR-line data and digital images of domestic checks to Wells Fargo, using a variation of the X9.37 format.

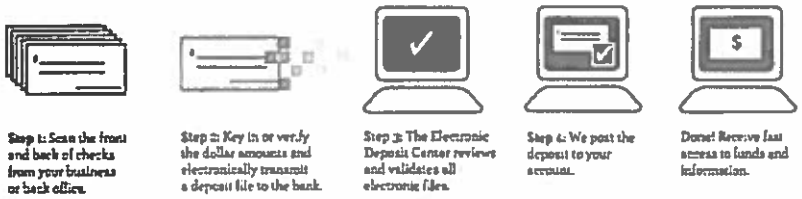
You can submit one or more deposit files each day; each can contain one or more cash letters. Each cash letter can include up to 9,750 items that are divided into bundles of 300 or fewer items for reconcilement and control purposes.

Cash letters can include one deposit or multiple deposits for multiple accounts. A deposit can span one or more bundles; a bundle can also contain multiple smaller deposits.

Each incoming electronic check and credit item is assigned a unique item sequence number (ISN) for tracing. We retain and archive the images you transmit for use in research and adjustments, and for legal and compliance purposes. You can also view these images through our online reporting service.

How it works

The following shows the general workflow of our image cash letter service.



Requirements

The requirements for using our cash letter service to create files, maintain processes, and safeguard checks are defined below.

General

You must be able to:

- Scan eligible checks to accurately capture all MICR line data
- Capture and store check images and MICR data according to generally accepted industry standards
- Create deposit records for the total of checks transmitted and send a balanced file
- Format the file according to the specifications Wells Fargo provides during implementation
- Transmit a file securely through one of our transmission options

Operational requirements

You will need to:

- Provide file editing, IT backup, and business resumption capability in case there is a problem with a transmitted file
- Maintain and operate equipment to ensure ongoing image and MICR data quality so that checks can be collected electronically or converted into substitute checks

Check retention

You must:

- Securely retain original, scanned checks (for five to 14 days)* and then destroy them in a secure manner to help avoid accidental duplicate entry into the payment processing stream
- Retrieve individual original items during the retention period in the case of an exception item that must be collected as an original

*Consult your legal depart to determine the timeframe that is best for the City.

Cash vault

Different deadlines apply for split deposits (cash and checks on separate deposit slips), mixed deposits (cash and checks on the same deposit slip), and cash only deposits. The following table lists deadlines by deposit type and location, in local time.

If you require a later deadline than those listed in the table, please speak to your treasury management sales consultant to discuss your specific needs.

Cash vault deposit deadlines

Cash vault site (served by)	Cash only	Check only	Mixed
Texas			
Austin	3:00 p.m.	3:00 p.m.	3:00 p.m.[2]
Beaumont	4:00 p.m.	3:30 p.m.	3:30 p.m.
Bryan[1] (Houston)	11:00 a.m.	11:00 a.m.	11:00 a.m.
Dallas	5:00 p.m.	5:00 p.m.	4:00 p.m.
El Paso	5:00 p.m.	5:00 p.m.	3:00 p.m.
Houston	5:00 p.m.	5:00 p.m.	4:00 p.m.
Lubbock	2:00 p.m.	2:00 p.m.	2:00 p.m.
Pharr	3:30 p.m.	3:30 p.m.	3:30 p.m.
San Antonio	3:00 p.m.	3:00 p.m.	3:00 p.m.
Waco[1]	12:30 p.m.	12:30 p.m.	12:30 p.m.

[1]Designated Wells Fargo collection and distribution site.
[2]Same-day credit on deposits is not available.

I. Reporting and account analysis

Monthly account analysis reports must be provided by the bank on a timely basis for each account and on a total account basis. A sample account analysis format must be provided as part of the proposal. Samples of monthly statements should also be provided.

We provide the City monthly account analysis statements, and the billing period closes on the last day of the month. We calculate balances and account activity on the fifth business day of the next month. Your analysis statement is available electronically on the sixth business day. We mail paper analysis statements six to eight business days after the close of the billing period.

Wells Fargo offers a variety of electronic options that allow the City to receive your analysis statements at no charge. We recommend that you replace mailed paper statements with human-readable PDF format analysis statements that you can access through the *CEO* portal. With this option, you can print the statements or copy them to your system or a CD-ROM for easy storage.

The table below indicates which delivery methods are available for each format.

Format	Online	Secure email	Transmission	Mail
PDF	X	X		
ANSI 822 text 30-10 or 40-10 versions	X	X	X	
CSV	X	X		
Spreadsheet	X	X		
Paper				X

Samples of our account analysis, and Demand Deposit Account (DDA) statements are included in the appendix-Tab E.

Interactive Client Analysis Statement

We are the only financial institution that offers an online interactive analysis statement. With our interactive statement the City can trend up to 13 months of analysis history, giving you a quick overview of changes in your activity and pricing.

You can view the interactive statement online or download it in PDF, spreadsheet, HTML, or CSV formats.

In addition, you can select the items to include in the trending report. The trending report displays your selected data in graph and list forms.

Partial Account Reconciliation

Wells Fargo provides the City a Partial Account Reconciliation Plan (ARP) statement. You can also request a variety of optional reports, including paid checks, stop payments, and several others in various output formats. You can then use the statement or optional reports to reconcile your statement and identify any exceptions.

You'll receive an electronic file of paid checks daily, weekly, or monthly to upload into your reconciliation software.

Optional reporting

Our information reporting system is fully integrated with our portal, making it easy for your staff to have all relevant reports and information online.

With partial ARP, you can customize your account reconciliation to match your accounting needs by choosing which of 14 optional reports you need from the list below.

ARP optional reports	
Paid Checks	Deposit Location
Outstanding Checks*	Credits
Posted Items	Bank Originated Entries
Stop Payments	Reversed Checks†
Issue Notices Not Received†	Matched Paid Items†
Voids and Cancels*	Prior Payments*
Issues This Cycle*	Unpaid Checks

*Only available with Full ARP.
†Only available with Full ARP or Partial ARP with Positive Pay.

J. Account executive

An account executive must be assigned to the account to coordinate the account services and expedite the solution of any problem. A trained backup for the account executive familiar with the account should be assigned in the proposal. Stipulate the names of the account executive and backup along with contact information to be assigned to the City's account.

Your primary contact is Megan Kiker, your dedicated Client Service Officer, who is available to assist with any questions or concerns you may have and help the City with day to day customer service needs. She is your first point of contact when the need arises.

Your relationship manager, Raine Young, has ultimate accountability to ensure your satisfaction. She's responsible for overseeing your overall relationship with Wells Fargo and coordinating with all areas of the bank to ensure excellent customer service.

Dedicated relationship team

In addition to the primary contacts mentioned above, the City has an entire team dedicated to assisting and consulting with you on all aspects of your banking relationship. This team is dedicated to providing consultative, analytical, and qualitative service — your needs are our first priority.

We are your advocate, and our goal is to exceed your expectations and establish an interactive relationship.

Team biographies

Your dedicated team is comprised of the individuals listed below.

Raine Young
Assistant Vice President
Senior Business Relationship Manager

raine.l.young@wellsfargo.com
806-767-7473
806-548-0279 cell
806-767-7465 fax

MAC T3203-015
1500 Broadway Street, 1st Floor
Lubbock, TX 79401

As your relationship manager, Raine functions as a financial consultant and coordinates a team of specialists working on your banking relationship.

Raine has worked for Wells Fargo for more than 17 years. She's been in the business banking department for more than12 years and oversees a portfolio that includes other large public entities. She currently serves as Secretary for the Frenship Legacy PTA Board, has previously served as Secretary-Treasurer for the Lubbock County Child Welfare Board. She has also been involved in Leadership Lubbock, United Way, Habitat for Humanity, and Junior Achievement.

Raine has a bachelor's degree in finance and a master's degree in financial planning, both from Texas Tech University.

Rosemary Gonzalez **Business Associate** rosemary.gonzalez@wellsfargo.com 806-767-7478 MAC T3203-013 1500 Broadway Street, 1st Floor Lubbock, TX 79401	Rosemary works with your relationship manager to help enhance your customer service experience. She serves as the liaison between you and the various departments of the bank, assists you directly with any items pertaining to your account analysis statements and overdrafts. Rosemary has been in banking for 27 years and in her current role for 22 of those years. She's won various awards for her superior customer service.
Vince Vasquez **Senior Vice President** **Treasury Management** **Sales Consultant** vincent.v.vasquez@wellsfargo.com 806-371-3797 855-457-5309 fax MAC T3005-071 905 S. Fillmore Street, 7th Floor Suite 701 Amarillo, TX 79101	Vince has primary responsibility for providing treasury management expertise. He consults with you on issues pertaining to treasury management products and services. Vince has been with Wells Fargo for more than 17 years and specializes in cash management needs for both public and private sector businesses. His experience in the West Texas market has been critical in helping provide state of the art technology and banking products to the clients he serves. He earned his BBA from Texas Tech University and his M.B.A. from Wayland Baptist University.
Moe Ashraf **Treasury Management** **Sales Associate** moe.ashraf@wellsfargo.com 512-344-8906 866-673-5798 fax MAC T7044-110 111 Congress Avenue Suite 1100 Austin, TX 78701	Moe works in support of your treasury management sales consultant. He can assist on treasury management questions when your sales consultant is unavailable. After graduating from Florida State University with a bachelor's degree in finance, Moe began a career in treasury and cash management. He has five years of experience in the field and holds the Certified Treasury Professional (CTP) designation, since January 2013. Moe directly works with Raine and Vince to prepare comprehensive cash management solutions.
Megan Kiker **Client Services Officer** megan.kiker@wellsfargo.com 904-634-6531 866-3042-032 fax MAC Z3042-032 10401 Deerwood Park Blvd. 3rd Floor Jacksonville, FL 32256	Megan is your representative for day-to-day customer service. She acts as a liaison between you and various operations centers to resolve issues and request information quickly. In addition, she provides you with expert operations support for all of your treasury management services. Megan has been with Wells Fargo for eight years. She came to Client Services area from the Cash Vault. While in Client Services, she has been awarded the Service Excellence award for providing consistent, superior service. Megan is also the recipient of multiple A+ medals for upholding great customer service month after month.

Customer service

Whenever your primary contacts become unavailable, you have access to an experienced team of customer service specialists who are also available to call when you have an issue to resolve. Our Treasury Management Client Services group has a centralized structure with a presence in all time zones. We hold the same high standards across our organization; all client service officers follow the same policies and procedures.

Our structure allows us to consolidate issue tracking and identify trends within your transactions, which helps us resolve your problems quickly — and helps to prevent the same problems in the future.

At times, your concerns may require the involvement of the Operations department. In these cases, a client service officer acts as your liaison in solving your wire transfer, ACH, or wholesale transmission issues.

More than 500 team members staff our service organization. Our client service officers are trained to understand and respond to the City's needs but if you have an issue they can't solve, they will escalate it on your behalf. They may also engage technical services key product and operational partners.

We encourage our client service officers to use the leadership structure to assist with escalations. Additionally, we proactively look for issues that could potentially escalate by reviewing our ability to meet customer commitments, timely resolutions, and repeat issues.

Client Services

Treasury Management Client Services representatives are available Monday through Friday from 6:00 a.m. to 9:00 p.m. CT and Saturday from 8:00 a.m. to 6:00 p.m. CT.

Operations

- Wire transfer operations staff is available Monday through Friday from 7:00 a.m. to 8:00 p.m. CT.
- ACH investigations support is available Monday through Friday from 7:00 a.m. to 7:00 p.m. CT.
- ACH production support is available from 4:00 p.m. Sunday through 12:00 p.m. Saturday CT.
- Wholesale Transmissions staff is available 24 hours a day, 7 days a week.

Award-winning customer service

Our commitment to continued quality improvement offers real, quantifiable results. We earned A+ grades respectively for customer service in the 2015 Phoenix-Hecht Large Corporate and Middle Market Quality Index Reports.

Also in 2014, we were recognized with American Business Award Stevie trophies for:

- Customer service department of the year (Gold)
- Customer service executive of the year (Silver)

K. Direct deposit

Describe the requirements and deadlines for computer tap for ACH transactions. The proposal should indicate when funds would be available in participating banks.

Origination methods

Wells Fargo offers several ACH transaction initiation methods, including our direct origination service, the internet, and a consolidated payables transmission.

Direct origination

You send us a NACHA-formatted file that contains the required ACH transaction information (such as routing and transit number, account number, dollar amount, and effective date).

Internet (ACH Payments)

If you want to originate domestic ACH transactions without having to create your own NACHA-formatted files — and gain the flexibility to make tax and other payments online — the ACH Payments option is the best method for you. Once you build a template based on the payment type, it is quick and easy to create ACH transactions and send them to Wells Fargo for processing.

You can choose the types of ACH transactions you want to initiate from the following payment types:

Options	
Payroll (PPD)	WEB- and TEL-initiated consumer debits
Vendor payments (CCD)	Re-presented check entries (RCK)
Federal and state tax payments (ACHTax)	Corporate trade exchange (CTX)
Cash concentration and disbursements (CCD)	Child support payments (CCD+)
Consumer debits and credits (PPD)	

The import option allows you to import account information for beneficiaries from systems such as payroll or accounting. With the export option, you can export templates, beneficiaries, and payment batches to update payables and receivables systems and offline files.

When you're on the go, you can access a mobile version of our online ACH approval capabilities. Use a smartphone or mobile device* to quickly, easily, and securely approve domestic ACH templates and payments that require immediate attention.

*Access our mobile service on any smartphone or mobile device that has a browser. If you use an iPhone or iPad, you can download our app from iTunes. If you use an Android, you can download our app from Google Play.

To reduce your fraud risk, you must have a second user approve the release of ACH transactions or newly created templates.

Consolidated payables transmission

You can initiate ACH payments directly from your J.D. Edwards accounts payable system. When you use the *Payment Manager* service, you save time by grouping debits, credits, and multiple payment types (such as payroll, credit card, and expense payments) in a single file — and you can even include domestic and international wires, U.S. dollar and Canadian dollar checks, and commercial card transactions. The service separates payments by type and processes them accordingly, sending traditional or human-readable remittance information to the payee as appropriate.

Origination deadlines

Origination method	Same-day settlement*	One-day settlement	Two-day settlement
Direct origination	8:00 p.m. CT	8:00 p.m. CT	11:00 p.m. CT
Online	6:00 p.m. CT	8:00 p.m. CT	8:00 p.m. CT
Consolidated payables transmission	7:30 p.m. CT	7:30 p.m. CT	7:30 p.m. CT

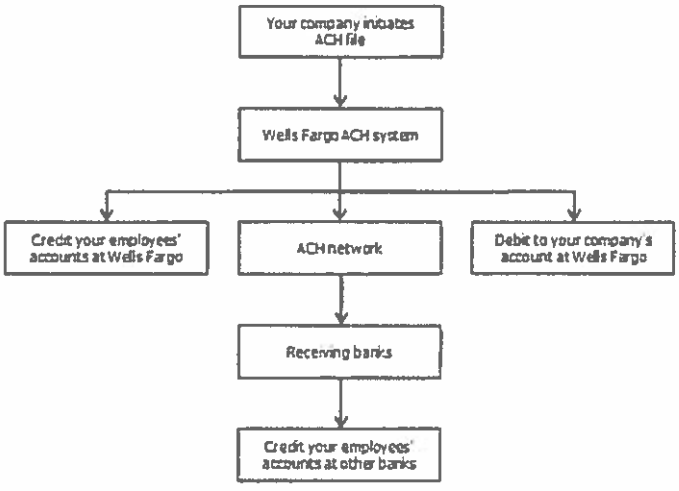
*Available for on-us items only.

Payroll direct deposit

You can deposit your employees' payroll, expense reimbursements, and other work-related payments directly into their checking or savings accounts using a connection of Automated Clearing Houses.

Process

When the City submits an electronic file of payment information in a format approved by NACHA, Wells Fargo reads it and, following your instructions, delivers payroll entries to your employees' accounts. Their salaries are immediately available in their accounts on the morning of payday.



Deadline

To ensure your employees have immediate access to their funds on payday, we recommend that you transmit your file to the bank two days prior to the settlement date.

You can send direct deposit files anytime 24 hours a day, 7 days a week, although we do have established deadlines for processing. The following table lists the deadlines for both settlement options.

Origination method	One-day settlement	Two-day settlement
Direct origination	8:00 p.m. CT	11:00 p.m. CT
Online	8:00 p.m. CT	8:00 p.m. CT
Consolidated payables transmission	7:30 p.m. CT	7:30 p.m. CT

If you send a file after the established cutoff time, or with the effective date of a holiday or weekend, we will process it on the next business day.

L. Overdraft provisions

The City does not intend to have overdraft position on any of its bank accounts singly or net throughout the course of the depository contract. In the event a check or checks are presented for payment on any City account with insufficient funds available for payment, the City will require the bank to pay said check and promptly notify the City's designated representative of the existence of the overdraft situation. The City agrees to cover the overdraft within a maximum of one business day.

We charge for both overdrafts and for the use of uncollected funds. Overdraft fees and uncollected funds use fees can be offset by the earnings credit allowance. You will not be charged for daylight overdrafts.

The charge for overdrafts is on a per item basis and is set by your relationship manager.

The rate for uncollected funds use is based on our prime borrowing rate. The formula for this fee is shown below.

(average daily negative collected balance) x (overdraft rate) x (days in period) / (360)

We do not offer a daylight overdraft line of credit. However, with credit approval, we have the ability to extend a revolving line of credit to you that can be linked to your checking account to help cover inadvertent overdrafts. Limits vary by customer and are subject to the review of the City's financial statements, credit approval, and completion of any necessary documentation. There are currently no fees charged for intraday activity.

We can establish the intraday overdraft limit on a standalone account or on a group of accounts. However, whether or not a daylight overdraft will be offered, and how it will be structured is a credit decision that will be made by your relationship manager.

If an outgoing wire will create a negative available balance, the system automatically sends it to our risk control group. This group will only release the wire with approval from your relationship manager or from another team member who has appropriate authority.

M. Stop payments

The proposal must include a statement on the proposed stop payment process on an automated or manual basis.

Stop methods

You have two options to submit stop payment orders: online through Stops-Images-Search or by electronic transmission (where you'll include information in your ARP issue file). With both methods, you can send stop payment requests 24 hours a day, 7 days a week — we'll process them in real time. You can make a request as late as 8:00 p.m. CT and still receive same-day posting.

Online

The system automatically reviews the previous 180 days and intraday teller-cashed activity to determine whether a requested check has paid. You can place stop payments on a maximum of 20 checks at one time. To place a stop payment on more than 20 checks at one time, you will contact Treasury Management Client Services for assistance.

By transmission

The system automatically reviews the previous 90 days and intraday teller-cashed activity to determine whether a requested check has paid.

Effective period

Stop payments remain in effect for six months. You can individually renew a stop payment on an as-needed basis through our online system or choose to use our renewal option. The renewal option lets you:

- Extend a stop payment for up to an additional six years (in 12-month increments)
- Predetermine a dollar threshold for automatic stop payment renewal
- Limit the number of times a stop payment is automatically renewed

N. Collateralization of deposits

The bank must agree to obtain and maintain acceptable collateral sufficient to cover all anticipated time and demand deposits, above the FDIC insured limit. Securities used to pledge against time and demand deposits must be held in an independent third-party safekeeping institution outside the bank's holding company. The bank will execute a tri-party safekeeping agreement with the City and Safekeeping Bank for safekeeping of these securities. Collateral will be maintained at a minimum of 102% and market at least once a month. Control will be shared jointly between the bank and the entity. Substitution will be approved by the City and not duly withheld. Substitutions of collateral

will be requested in writing and new collateral will be received before the existing collateral is released. The proposal will name the safekeeping bank for collateral.

Refer to the appendix-Tab D for details regarding the Wells Fargo Public Funds Collateralization Program.

O. Additional services

If new services become available and are provided during the period of this contract, they will be charged at the banks then published rate.

Refer to section **"V. Other services"** for details.

V. Other services

The City is interested in obtaining service and cost information on additional services for possible use during the contract period. These services are not required but will be evaluated in terms of availability, feasibility, service levels, service providers and cost.

The City will make its determination after receipt of proposals as to whether a service will be used. If the services is accepted later in the contract period the service and charges stipulated in the proposal will be applied.

We acknowledge and agree to provide the services, and to adhere to all requirements, specifications, terms, and contract provisions set forth in the RFP. We also agreed to notify the City when new services become available.

Business Process Review

The Business Process Review service gives CFOs, controllers, business owners, and senior financial leaders detailed insight into the back-office opportunities that can increase efficiency, mitigate risk, and improve working capital for their organizations. This analysis is available to select companies that are ready to optimize their technology, processes, and people across any part of the cash management cycle.

Using a detailed, on-site discovery session, we examine your current systems, work flows, financial controls, and staff assignments — without disrupting your daily operations. You gain valuable external perspectives, visibility into the day-to-day details, and exposure to industry best practices.

The Business Process Review team can examine any part of your treasury operation, including collections, disbursements, or cash management. Our custom recommendations illustrate short- and long-term solutions tailored specifically to your business. By learning your business inside and out, Wells Fargo treasury management consultants can help your company optimize treasury operations for today — and the future.

SafeVantage service (deposit safe)

As an alternative to the other depository options, with our *SafeVantage* solution* you'll make deposits conveniently and efficiently. In each of your locations, a safe equipped with bill validating and counterfeit detection technology is installed. Your employees will simply insert stacks of currency into the bill validators. The safe counts the cash, examines the bills, and rejects any suspected of being counterfeit. It also tracks deposits by employee ID.

The safe prepares your deposits and reports them to Wells Fargo. You receive provisional credit for the cash in the safe before it physically reaches the bank. You can view transaction information through standard Wells Fargo reporting channels.

The safe holds your cash until it is picked up and delivered safely to the cash vault. Depending on your safe capacity and cash volume, you may be able to reduce the number of courier pick-ups you need per week. In addition to currency deposits, the safe accepts two other types of deposits.

- **Manual.** Used for unfit and rejected bills as well as occasional checks or travelers' checks
- **Change order.** Used to offset change orders you place.

Location reporting at the end of a shift or end of day takes seconds. When you close out a safe, a report prints automatically that shows the deposit amount by employee, the end of shift total, and the end of day total. To simplify reconciliation, we identify each type of deposit — currency, manual, and change order — by a different description on your reporting services.

*Based on the complexity of *SafeVantage*, a thorough analysis between Wells Fargo and the City would need to occur before pricing could be provided.

Payment Manager

You can automate your entire procure-to-pay cycle — or individual treasury components — with a completely electronic solution that can handle payables, receivables, and invoice management.

Our Electronic Commerce Services can help you gain efficiencies and cost savings, improve working capital, and increase control and compliance.

Rather than implementing a system that requires expensive investments in hardware, infrastructure, and support, you can use modular technology that works with your ERP, treasury workstation, or system of record. This approach lets you invest in a comprehensive solution or start with the individual components that address your most pressing needs.

Consolidate payables

Payment Manager

In a single file, you can send payments (along with accompanying addenda or remittance information) directly from your accounts payable system to Wells Fargo. You can also perform optional secondary approvals online after we receive your file. Once approved, we'll generate the payments and send remittance information based on your instructions.

We'll send you an acknowledgement when we initially receive your file. We can also provide you optional confirmations for domestic and international wire transfers, ACH payments, and commercial card transactions by transmission, secure email, or both. Confirmations provide information up to the point that we release payments to the clearing system.

You can include the following types of payments in your file:

- U.S. dollar and Canadian dollar paper checks
- Domestic ACH transactions (U.S. dollar)
- International ACH transactions (foreign currency)
- Domestic and international U.S. dollar wire transfers

- Foreign currency wire transfers
- International requests for transfer (SWIFT MT101 wires)
- Wells Fargo Commercial Card transactions

WellsOne Commercial Card

You can benefit from a total expense management tool that puts you in control of employee spending and accounts payable invoice payments in addition to offering greater convenience to employees for business travel needs. Through its efficient electronic workflow, our program equips purchasing staff to negotiate with vendors and reduces the costs, time, and environmental impact associated with managing disbursement expenses.

Our single card solution improves your purchasing process by letting you pay traditional accounts payable invoices by card. You can also use the card for small or large dollar purchases, travel and entertainment charges, and fleet expenses.

Consolidate receivables

Receivables Manager

You can post payments automatically when you receive an electronic payment file from Wells Fargo. This helps you accelerate payment posting while reducing the number of errors caused by manual data entry.

Your file can contain receivables data from any combination of the following payment types:

- ACH
- Wires
- Online bill payments
- Remote deposit

Simplify invoicing

Invoice Manager

By automating your process, you can replace the manual sorting, filing, and retrieval of paper invoices. In addition, you can reduce paper storage costs, improve vendor relationships, capture discounts, increase visibility (for improved tracking and forecasting), and create audit trails.

Each invoice will match your contracted pricing and payment terms; your staff will no longer need to make time-consuming manual verifications. Smart functionality reduces errors, overpayments, and duplicates.

For a total payables solution, combine invoice processing with consolidated payables — and have an even more efficient electronic payment stream.

Stagecoach Prepaid Cards

As an alternative to issuing checks, the City can pay individuals electronically by crediting funds to a prepaid card. In partnership with MasterCard® IPS, Wells Fargo offers reloadable and non-reloadable prepaid cards. You can issue MasterCard-branded debit cards in any denomination for recurring disbursements and up to $10,000 for one-time disbursements.

Cardholders with prepaid cards can access funds at more than 12,000 Wells Fargo ATMs.[1] They can also obtain cash from more than two million non-Wells Fargo ATMs (and other locations) worldwide that accept MasterCard.[2]

Prepaid cardholders[1] can also make over-the-counter (teller) withdrawals[3] at nearly 6,200 Wells Fargo branch locations or any MasterCard-member bank.

[1]For non-reloadable cards, the City must choose to use our optional cash access option in order for cardholders to make ATM and over-the-counter withdrawals.

[2]Fees may apply.

[3]Cardholders receive one over-the-counter withdrawal per month at no charge; there is a charge for each additional withdrawal.

How it works

Enrollment

Reloadable

Our reloadable prepaid card service requires online enrollment[2] or cardholder signatures on enrollment forms.

We require the following information about each cardholder:

- Name
- Physical residential address
- Date of birth
- Social Security number
- Country of citizenship
- Additional documentation to verify his or her identity (if needed)

[2]The City must choose the online enrollment option during implementation.

Non-reloadable

We do not require a cardholder signature for non-reloadable cards with a funding limit up to $2,500 (or non-reloadable payroll cards up to $5,000). Any card you order on a card program with a funding limit up to $10,000 requires a cardholder signature.

The information required for non-reloadable cards varies depending on the program you use.

Program name	Required cardholder information
Purchase only	• None
Personalized purchase only	• Name • Address
All access (up to $2,500)	• Name • Physical residential address • Date of birth
Cash access (up to $10,000)	• Name • Physical residential address • Date of birth • SSN
Payroll (up to $5,000)	• Name • Physical residential address • Date of birth

Card ordering

Reloadable

You can order initial cards online or by transmission.

Online orders can be placed one card at a time, or, for multiple cards, you can use our Excel batch upload feature.

To accommodate employees hired too close to payday for you to order permanent cards, we offer an instant issue service: You'll maintain a stock of cards to give to employees immediately.

Reloadable instant issue

During implementation, you will order an inventory of cards to have on hand. You will also set a threshold amount for automatic reordering of cards.

Before you hand out an instant issue card, sign on to the online site, select the instant issue card option, and complete the required fields. The City must provide cardholder information and disclosures to the cardholder at the time of instant issue, and the cardholder must pass identity verification, before funding can occur.

Non-reloadable

You can order initial cards online or by transmission.

Online orders can be placed one card at a time, or, for multiple cards, you can use our Excel batch upload feature.

If you choose to use the instant issue functionality, during implementation, you will order an inventory of cards to have on hand for one-time card needs.

Before you hand out a non-reloadable prepaid card, you will sign on to the online site, select the appropriate card option, and provide the required information for each cardholder.

Card funding

Reloadable

You can load value onto cards by direct transmission (which is a batch settlement application) or through our online ACH Payments service. Both methods offer same-day funding, if needed.

Instant funding is available online for instant issue cards and reloads.[3]

With the instant funding feature, we will debit funds from the City's designated account and load them to the cards for immediate use.

[3]If you use a personalized instant issue program, the City must provide cardholder information and disclosures at the time of instant issue before funding can occur.

Non-reloadable

When you order non-reloadable cards online or by transmission, we will debit the funds from the City's designated account and load them to the cards.

Instant funding is available online for instant issue cards. Your designated account is debited and the funds are available to the cardholder for immediate use.

Cardholder reporting

Cardholders can review their transactions almost immediately; activities and balances are updated immediately and are accessible through multiple channels.

Channel	Description
Mail	Cardholders can request to receive monthly paper statements that include all debits and credits posted to a card, including any fees assessed by Wells Fargo or others during the statement period.
Automated IVR	Cardholders can check their balances and transaction history by calling a toll-free number.
Internet	Cardholders can view balances, transactions, history, and monthly statements online at the cardholder customer service website. Statements include all debits and credits posted to a card, including any fees assessed by Wells Fargo or others during the statement period.
Customer service	Cardholders can check balances and transaction history by speaking with a customer service representative.*
ATM	Cardholders can check card balances at any ATM displaying the MasterCard® logo.

*There is a charge if the cardholder contacts customer service more than once per month; we recommend the cardholder use a different option.

A. Lockbox services

The City may choose to utilize lockbox services for certain revenue collections. Describe the service including the lockbox location and a full description of the service.

The City currently uses *Wells Fargo Electronic Deposit* to manage these payments. However, we have provided a brief overview below of our lockbox solutions.

We offer three Lockbox services for our customers: Wholesale, Retail, and Wholetail.

Wells Fargo lockbox services enable customers to realize accelerated receivables processing and improved deposit availability. Our lockbox services deliver comprehensive, flexible remittance processing that can substantially streamline your accounts receivable function. With our broad network of secure lockbox sites and innovative electronic receivables products, we help you cut hours – even days – out of your collections process by automating your receivables posting.

In addition to offering the fastest lockbox network and the largest lockbox-image network, we also provide same-day online decisioning for the Wholetail and Wholesale lockbox options.

Our lockbox services help you:

- Reduce day's sales outstanding.
- Decrease the potential for theft, fraud, and error by reducing the number of employee "touches" on each transaction.
- Access decision-critical account information easily and conveniently from your desktop.
- Improve staff productivity by automating manual processes.
- Speed remittances and improve overall cash flow.

We've been offering lockbox services continuously since 1948. Wells Fargo is one of the largest and most established providers of lockbox services in the nation.

VI. Bank compensation

Fees will be paid monthly after receipt of the account analysis.

Analysis statements are provided online through the *CEO* portal on the fifth business day of each month. An automatic debit for analysis fees is posted on the 11th calendar day of the month.

VII. Non-Arbitration clause

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.

Our standard commercial account agreement requires disputes to be settled through binding arbitration.

WELLS FARGO

Wells Fargo Treasury Management Pro Forma

Prepared For
City of Lubbock

ANALYSIS SUMMARY

Average Positive Collected Balance	$	29,000,000.00
Investable Balance Available for Services	$	29,000,000.00
Earnings Allowance @ 0.53%	$	13,053.97
Current Month Analyzed Charges	$	12,408.84
Current Month Position	$	645.13
Total Amount Due	$	0.00
Investable balance required to offset $1.00 of analyzed charges	$	2,264.15
Balance required to offset all analyzed charges	$	29,000,000.00

SERVICE DETAILS

WF Code	AFP Code	Service Description	Unit Price	Volume	Service Charges
IAMTH	000230	RECOUPMENT MONTHLY	0.12750	29,000	3,697.50
		BALANCE & COMPENSATION INFORMATION Subtotal			3,697.50
22051	010000	ACCOUNT MAINTENANCE-CHEXSTOR	5.00000	7	35.00
DS510	010020	ZERO BALANCE MASTER ACCOUNT MAINT	45.00000	1	45.00
DS001	010021	ZERO BALANCE MONTHLY BASE	5.00000	5	25.00
CK021	010100	DEBITS POSTED	0.05000	324	16.20
CK049	010310	DDA STATEMENT - PAPER	0.00000	2	0.00
22063	010000	DDA STMT W/IMAGE CLASSIC-MTHLY BASE	20.00000	1	20.00
34145	010300	CEO E-STMT SUBSCRIPTION - ACCOUNT	10.00000	7	70.00
34147	010300	CEO E-STMT SUBSCRIPTION - ITEM	0.02000	5,107	102.14
		GENERAL ACCOUNT SERVICES Subtotal			313.34
CK161	100015	CASH DEP/$1 VER AT TELLER WINDOW	0.00060	110,417	66.25
08174	100100	CASH VAULT DEPOSIT CASH AND CHECK	3.40000	344	1,169.60
08173	100100	CV CASH ONLY OR CHECK ONLY DEPOSIT	2.40000	617	1,480.80
CK197	100140	CHANGE ORDER CHARGE-BRANCH/STORE	0.00000	12	0.00
CK131	100144	ROLLED COIN ORDERED - BRANCH/STORE	0.00000	96	0.00
CK141	100048	CURRENCY ORDERED/$1 - BRANCH/STORE	0.00000	7,830	0.00
CK066	100400	ADMIN RETURN ITEM-REPAIRED ACH ITEM	2.25000	13	29.25
CK068	100400	ADMIN RETURN ITEM-REPAIRED AS CHECK	1.00000	7	7.00
CK062	100414	CEO RETURN ITEM RETRIEVAL-IMAGE	3.50000	33	115.50
CK064	100414	CEO RETURN ITEM SERVICE MTHLY BASE	0.00000	2	0.00
CK061	100400	RETURN ITEM - CHARGEBACK	1.25000	11	13.75
CK069	100400	RETURN ITEM SPECIAL INSTRUCTIONS	0.00000	33	0.00
CK081	100401	RETURN ITEM SPECIAL INST MTHLY BASE	0.00000	6	0.00
CK075	100402	RETURN ITEM REDEPOSITED	1.00000	6	6.00
34235	100410	CEO RETN ITEM SUBSCRIPTION PER ACCT	20.00000	1	20.00
34237	100410	CEO RETN ITEM SUBSCRIPTION PER ITEM	0.00000	128	0.00
70029	109999	SMART DECISION ELEC CHECK ACH ONUS	0.01000	2,224	22.24
70025	109999	SMART DECISION ELEC CHK ACH TRANSIT	0.01000	12,343	123.43
08504	100520	CASH VAULT ADJ ADVICE - US MAIL	0.00000	2	0.00
08071	100111	CASH VAULT COIN DEP-PARTIAL/MIX BAG	12.00000	16	192.00
08290	100199	CASH VAULT CURRENCY/COIN DEPOSITED	0.00050	1,512,883	756.44
08160	100501	CASH VAULT DEPOSIT ADJUSTMENT	5.00000	3	15.00
08132	100100	CASH VAULT MONTHLY BASE	0.00000	24	0.00
08025	100015	MISCELLANEOUS CREDITS POSTED	0.40000	1	0.40
08052	100015	STORE/NIGHT DROP DEPOSIT	0.80000	75	60.00
12707	100610	DEPOSIT LOCATION REPORTING - ITEM	0.01000	1,682	16.82
CK464	100400	RETURN ITEM CONVERTED CHK CHGBK IRD	1.50000	22	33.00
CK461	100400	RETURN ITEM CONVERTED CHK REDEPOSIT	1.50000	21	31.50
001	100220	DEPOSITED CHECKS - ON US	0.03000	412	12.36
002	100223	DEPOSITED CHECKS	0.05000	2,579	128.95
741	100220	ELECTRONIC DEPOSIT - CHECK WFB	0.04000	731	29.24

WF Code	AFP Code	Service Description	Unit Price	Volume	Service Charges
746	100224	ELECTRONIC DEPOSIT - CHECK NON WFB	0.05000	5,266	263.30
790	100230	ELECTRONIC DEPOSIT - DEP ADJUSTMENT	15.00000	21	315.00
		DEPOSITORY SERVICES Subtotal			4,907.83
DS255	151399	WELLSIMAGE PAID CHECK PER ITEM	0.03000	1,977	59.31
34336	150723	POSITIVE PAY EXCEPTION - CEO IMAGE	1.00000	1	1.00
12677	150300	MICR CHECK REJECTS >1% THROUGH 2%	0.00000	16	0.00
22225	150240	CHECK CASHING THRESHOLD MO BASE	10.00000	1	10.00
12812	151352	ONLINE IMAGE VIEW < 90 DAYS - ITEM	0.25000	150	37.50
12815	151352	ONLINE IMAGE VIEW > 90 DAYS - ITEM	10.00000	6	60.00
22235	150240	OTC DEBIT BLOCK MONTHLY BASE	10.00000	1	10.00
12505	150129	POSITIVE PAY EXCEPTION CHECKS RETND	6.00000	4	24.00
12900	151358	POSITIVE PAY MONTHLY BASE - BASIC	0.00000	5	0.00
MD091	150240	PYMT AUTH MAX CHECK MTHLY BASE	20.00000	1	20.00
12670	150410	STOP PAYMENT - ONLINE	0.00000	11	0.00
22020	151350	WELLSIMAGE PAID CHECK MONTHLY BASE	0.00000	1	0.00
22202	150100	DDA CHECKS PAID	0.05000	1,937	96.85
22019	151353	WELLSIMAGE PAID CHECK DELUXE-ITEM	0.00000	1,977	0.00
22015	151353	WELLSIMAGE PAID CHECK PER CD	20.00000	1	20.00
27707	150400	CEO SEARCH	0.00000	105	0.00
		PAPER DISBURSEMENT SERVICES Subtotal			338.66
DS322	200310	ARP PARTIAL RECONCILIATION - ITEM	0.02000	1,937	38.74
34337	200200	CEO REGISTER INPUT - ITEM	0.01000	63	0.63
12687	209999	ARP AGED ISSUE RECORDS ON FILE-ITEM	0.00600	9,743	58.46
12061	200020	ARP MONTHLY BASE - PARTIAL	20.00000	5	100.00
12604	200310	ARP OPTIONAL REPORTS	0.00000	23	0.00
12430	200301	ARP OUTPUT - TRANSMISSION	10.00000	22	220.00
12609	200329	ARP PAPER STATEMENT DELIVERY	5.00000	5	25.00
12684	200310	ARP PAPER STMT/REPORT MONTHLY BASE	25.00000	5	125.00
12379	200201	ARP PART POSITIVE PAY ISSUE - ITEM	0.01000	2,280	22.80
12694	200100	OUTGOING TRANSMISSION - PER ITEM	0.00000	1,538	0.00
12904	200399	POSITIVE PAY EXCEPTIONS - BASIC	0.25000	9	2.25
		PAPER DISBURSEMENT RECON SERVICES Subtotal			592.88
CK018	250201	ELECTRONIC CREDITS POSTED	0.05000	1,687	84.35
34342	250400	ACH CEO RETURN SUBSCRIPTION - ITEM	0.25000	67	16.75
34340	250400	ACH CEO RETURN SUBSCRIPTION-ACCOUNT	20.00000	5	100.00
ES283	250000	ACH VENDOR MONTHLY BASE	50.00000	1	50.00
ES280	250000	ACH MONTHLY BASE	15.00000	3	45.00
ES211	250102	ACH ONE DAY ITEM	0.05000	8,375	418.75
ES210	250102	ACH TWO DAY ITEM	0.05000	5,336	266.80
ES206	250120	ACH ORIGINATED - ADDENDA REC	0.00000	65	0.00
ES344	250202	ACH RECEIVED ITEM	0.05000	934	46.70
ES252	250302	ACH RET ITEM-INFO REPORTING ADVICE	2.75000	29	79.75
ES251	250302	ACH RETURN ITEM - FAX ADVICE	2.00000	4	8.00
ES803	250500	ACH PAYMENTS ONLINE BATCH RELEASE	0.00000	26	0.00
ES801	250501	ACH TRANSMISSION CHARGE	8.00000	50	400.00
ES237	250710	ACH FAX SERVICE	0.00000	11	0.00
ES230	250620	ACH DELETE - ITEM	5.00000	4	20.00
ES346	250622	ACH EXCEPTION PROCESS-DUPLICAT FILE	10.00000	1	10.00
34377	250000	ACH PAYMENTS BASE FEE	15.00000	1	15.00
ACH1D	250102	ACH PAYMENTS ONE DAY ITEM	0.05000	199	9.95
ACHYD	250102	ACH PAYMENTS SAME DAY ITEM	0.05000	14	0.70
ACH2D	250102	ACH PAYMENTS TWO DAY ITEM	0.05000	11	0.55
70033	250102	SMART DECISION VAULT ACH TRANSIT	0.10000	19	1.90
ES480	251070	ACH NOC - FAX ADVICE	2.00000	2	4.00
ES481	250302	ACH NOC - INFO REPORTING ADVICE	2.75000	8	22.00
		GENERAL ACH SERVICES Subtotal			1,880.20
34245	300524	CEO EDI PMT DETAIL - ADDENDA ITEM	0.05000	5,593	279.65
34242	300524	CEO EDI PMT DETAIL - ITEM	0.05000	984	49.20
34240	300524	CEO EDI PMT DETAIL SUBSC MO BASE	0.00000	2	0.00
		EDI PAYMENT SERVICES Subtotal			328.85
ES073	359999	WIRE MONTHLY DDA BASE - VOICE	0.00000	1	0.00
ES167	359999	WIRE SECURITY PIN MONTHLY BASE	0.00000	2	0.00
ES030	350300	WIRE IN DOMESTIC	5.00000	5	25.00
ES139	350104	WIRE-OUTGOING DOMESTIC-CEO	5.00000	11	55.00
		WIRE & OTHER FUNDS TRANSFER SERVICE Subtotal			80.00

WF Code	AFP Code	Service Description	Unit Price	Volume	Service Charges
34260	400003	CEO DEPOSIT DETAIL SUBSCRIPT MOBASE	20.00000	1	20.00
34121	400224	CEO INTRADAY ITEM VIEWED	0.03000	2,052	61.56
34120	400003	CEO INTRADAY SUBSCRIPTION MTHLYBASE	20.00000	7	140.00
34100	400000	CEO PREV DAY SUBSCRIPTION MTHLYBASE	15.00000	7	105.00
34115	400001	CEO PREVIOUS DAY ITEM LOADED	0.03000	5,152	154.56
34252	400800	ELECTRONIC WINDOW EXTENDED STOR 90	0.01000	6,846	68.46
		INFORMATION SERVICES Subtotal			549.58
		Total Analyzed Charges			0.00
		*Total Fee Based Charges			0.00
		Total Service Charges			12,408.84

Wells Fargo Bank, N.A. will allocate a fee to recover the cost of deposit insurance premiums. The Recoupment Fee is assessed on the Average Ledger Balance in your interest bearing and non-interest bearing accounts

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

Meeting Date: 08/27/2015

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to accept a Federal Aviation Administration (FAA)Grant Agreement for up to $21,007,820 to fund LBB Runway 17R/35L Phase II Improvement Project.

Item Summary

Lubbock Preston Smith International Airport (Airport) is eligible to receive annual entitlement funds from the FAA under the Airport Improvement Program. Funds under this program are restricted to safety, security, and capacity improvements.

The Airport has submitted an application for a FAA grant to fund the LBB Runway 17R/35L Phase II Improvement Project.

At this time, the grant amount has not been determined, but could be up to $21,007,820. This total includes discretionary and entitlement funds. A budget amendment to the capital improvement project may be required to match the actual federal funding received.

Fiscal Impact

The grant will be used to fund 90% of the runway project. The remaining 10% will be funded through the Passenger Facility Charge Program.

Staff/Board Recommending

Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

Resolution - FAA Grant

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 Federal Aviation Administration Grant Agreement by and between the City of Lubbock and the Federal Aviation Administration for LBB Runway 17R/35L, Phase II Improvement Project, and all related documents, in an amount up to and not exceeding twenty-one million seven thousand eight hundred twenty dollars ($21,007,820).

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Kelly Campbell
Director of Aviation

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

Res Airport-FAA Grant,Phase II Improvement Project
8 4 2015

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

Meeting Date: 08/27/2015

Information

Agenda Item

Resolution – Police: Consider a resolution authorizing the Mayor to execute an Amendment to the Memorandum of Understanding (MOU) with Lubbock County regarding the division of the local allocation from the United States Department of Justice for the FY 2015 Justice Assistance Grant (JAG) Program.

Item Summary

The JAG Program funds local government activities to prevent and control crime. As the City's population is larger than the County population, the grant defines this as a funding disparity. Due to the defined disparity, the City and Lubbock County enter into an Interlocal Agreement under the Lubbock County Joint Enforcement Initiative Program for the purposes of jointly applying and splitting the grant award. The Lubbock Police Department manages the grant. The City and Lubbock County have jointly applied for and received the Edward Byrne Memorial JAG each year since 2005. The MOU is necessary to apply for the grant.

Fiscal Impact

The City will provide to the County $69,671.00 from the $139,342.00 JAG award for the FY 2015-16 JAG Lubbock County Joint Law Enforcement Initiative Program.

Staff/Board Recommending

Jerry Brewer, Interim Chief of Police

Attachments

Resolution - Justice Assistance Grant

Justice Assistance Grant - Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock an Amended Interlocal Agreement to that certain Memorandum of Understanding dated June 25, 2015, Resolution No. 2015-R0217, by and between the City of Lubbock and Lubbock County, regarding the division of the local allocation of the Fiscal Year 2015-2016 Justice Assistance Grant Program from the United States Department of Justice, and related documents. Said Amended Interlocal Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Jerry Brewer, Chief of Police

APPROVED AS TO FORM:

_____
Jeff Hartsell, Assistant City Attorney

vw/ccdocs/Amended MOU-Lubbock County for JAG
July 28, 2015

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENT

COUNTY OF LUBBOCK

AMENDED INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LUBBOCK, TEXAS AND COUNTY OF LUBBOCK, TEXAS

2015 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this _____ day of _____, 2015, by and between the COUNTY of LUBBOCK, acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the CITY of LUBBOCK, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of LUBBOCK County, State of TEXAS, witnesseth:

WHEREAS, this Agreement is made under the authority of Chapter 791, TEXAS Government Code: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the CITY agrees to provide the COUNTY $69,671.00 from the JAG award for the FY2015 JAG LUBBOCK COUNTY JOINT LAW ENFORCEMENT INITIATIVE PROGRAM; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follow:

Section 1.

CITY agrees to pay COUNTY a total of $69,671.00 of JAG funds.

Section 2.

COUNTY agrees to use $69,671.00 for the FY2015 JAG LUBBOCK COUNTY JOINT LAW ENFORCEMENT INITATIVE Program until September 30, 2018.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the TEXAS Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY or the COUNTY other than claims for which liability may be imposed by the TEXAS Tort Claims Act.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF LUBBOCK, TEXAS

GLEN C. ROBERTSON, Mayor

COUNTY OF LUBBOCK, TEXAS

TOM HEAD, County Judge

ATTEST:

REBECCA GARZA, City Secretary

APPROVED AS TO CONTENT:

JERRY BREWER, Police Chief

APPROVED AS TO FORM:

JEFF HARTSELL, Deputy City Attorney

ATTEST:

KELLY PINION, County Clerk

APPROVED AS TO CONTENT:

KELLY S. ROWE, Sheriff

APPROVED AS TO FORM:

NEAL BURT, Assistant District Attorney
Civil Division Chief

Regular City Council Meeting **6. 12.**

Meeting Date: 08/27/2015

Information

Agenda Item

Resolution - Public Works: Consider a resolution authorizing the Mayor to execute contract 12397 with Utility Contractors of America, Inc. of Lubbock, Texas for the construction of the two-inch Water Line Change Out Phase 3, RFP 15-12397MA.

Item Summary

The purpose of this project is to replace undersized and tuberculated cast iron water lines within older areas of Lubbock with water lines that meet current City of Lubbock Public Works Engineering Minimum Design Standard and Specifications.

Two proposals were received and opened on July 16, 2015. They are as follows:

Utility Contractors of America, Inc. of Lubbock, Texas	$ 1,528,625.00
Deerwood Construction, Inc. of Lubbock Texas	$ 1,549,524.00

A proposal evaluation committee, appointed by the Chief Water Utilities Engineer, consisted of representatives from Public Works Engineering. The two proposals were evaluated and ranked based on the following criteria: Bid Price (60%), Contractors Qualifications (25%), Safety Record (5%), and Construction Time (10%).

The proposals were ranked by the evaluation team as follows:

Utility Contractors of America, Inc. of Lubbock, Texas	97.50 Points
Deerwood Construction, Inc. of Lubbock, Texas	90.86 Points

The evaluation committee recommends the unit price contract be awarded to the highest ranked proposer, and lowest bidder Utility Contractors of America, Inc. of Lubbock, Texas, in the amount of $1,528,625. Time for completion is 300 consecutive calendar days.

Fiscal Impact

$4,519,040 is appropriated in Capital Improvement Project 91007, Water Line Changeouts, with $1,528,625 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution & Contract - Utility Contractors of America, Inc

Budget Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 12397 for the construction of a 2" water line change out, phase three per RFP 15-12397-MA, by and between the City of Lubbock and Utility Contractors of America, Inc., of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

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

_____
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:

_____
Laura Pratt,
Assistant City Attorney

RES.Utility Contractors of America 7.16.15
July 16, 2015

REVISED BID FORM
PROPOSAL SUBMITTAL FORM
UNIT PRICE PROPOSAL CONTRACT

DATE: July 16, 2015
PROJECT NUMBER: RFP 15 -12397-PD - 2" Water Line Change Out Phase 3
Proposal of Utility Contractors of America, Inc. (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 construction of a 2" Water Line Change Out Phase 3 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.

Phase 3 2" Water Line Replacement Project					
ITEM	DESCRIPTION	QTY (+/-)	U/M	UNIT COST	EXTENDED COST
1	Mobilization - Contractor mobilization including move-in and move-out cost.	1	LS	65,000.00	65,000.00
2	Provide and maintain a Traffic Control Plan - Preparation, approval from COL Traffic Engineering, and all other work considered incidental to this item.	1	LS	15,000.00	15,000.00
3	Provide and maintain a SWPPP - Including preparation, NOI, NOT, and all other work considered incidental to this item.	1	LS	20,000.00	20,000.00
4	Trench Safety - Complete and in place.	13400	LF	.10	1,340.00
5	Furnish and install 4" C-900 DR-18 approved water pipe in open cut trench, backfilled to 95% compaction, and tested as herein specified, including all equipment, tools, and labor to perform work. Adjustments required to the water line for utility crossings including fittings and all necessary tools are subsidiary to the bid item.	250	LF	65.00	16,250.00
6	Furnish and install 6" C-900 DR-18 approved water pipe in open cut trench, backfilled to 95% compaction, and tested as herein specified, including all equipment, tools, and labor to perform work. Adjustments required to the water line for utility crossings including fittings and all necessary tools are subsidiary to the bid	13150	LF	68.00	894,200.00
7	Furnish and install all required fittings as herein specified, including all equipment, tools, and labor to perform work.	4900	LBS	5.00	24,500.00
8	Furnish and install 6" x 4" tapping sleeve as herein specified, including all equipment, tools, and labor to perform work.	8	EA	1,800.00	14,400.00
9	Furnish and install 8" x 6" tapping sleeve as herein specified, including all equipment, tools, and labor to perform work.	9	EA	1,900.00	17,100.00
10	Furnish and install 12" x 6" tapping sleeve as herein specified, including all equipment, tools, and labor to perform work.	1	EA	3,800.00	3,800.00
11	Furnish and install 4" gate valve and box as herein specified, including all equipment, tools, and labor to perform work.	11	EA	1,000.00	11,000.00
12	Furnish and install 6" gate valve and box as herein specified, including all equipment, tools, and labor to perform work.	38	EA	1,300.00	49,400.00

13	Furnish and bore 12" steel encasement with spacers as herein specified, including all equipment, tools, and labor to perform work.	69	LF	200.00	13,800.00
14	Install 1" water taps and connect to existing meter as herein specified, including all equipment, tools, and labor to perform work. Including but not limited to service saddle, corporation stop, polyethylene tubing, curb stop, compression fittings and meter spud. City will provide meter if new meter is required.	315	EA	750.00	236,250.00
15	Install and replace existing meter box as required, including all equipment, tools, and labor to perform work.	315	EA	106.00	33,390.00
17	Abandon valve on existing 2" water line as herein specified, including all equipment, tools, and labor to perform work.	36	EA	220.00	7,920.00
18	Flowable backfill as approved, complete and in place per COL Specifications.	300	CY	125.00	37,500.00
19	Sawcut and remove existing asphalt paving, including all material, equipment and labor to perform removal, disposal and all other work considered incidental to this item.	5750	SF	1.00	5,750.00
20	Repair asphalt paving, including all material, equipment and labor to perform subgrade compaction and testing. HMAC installation per COL Specifications and all other work considered incidental to this item.	5750	SF	7.50	43,125.00
21	Sawcut and remove existing concrete paving, including all material, equipment and labor to perform removal, disposal and all other work considered incidental to this item.	1050	SF	3.00	3,150.00
22	Repair concrete paving, including all material, equipment and labor to perform subgrade compaction and testing. Concrete installation per COL Specifications and all other work considered incidental to this item.	1050	SF	15.00	15,750.00
			Extended Total:	$	1,528,625.00

DURATION

1

Number of days required for construction: **TOTAL CALENDAR DAYS:** 300

Offeror's Initial

REVISED BID FORM
PROPOSAL SUBMITTAL FORM
UNIT PRICE PROPOSAL CONTRACT

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 (330) Three Hundred Thirty 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 $300 (Three Hundred Dollars) 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 sixty (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 ten (10) days after notice of award of the contract to him.

Offeror's Initial

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 ($_____) or a Proposal Bond in the sum of Five Percent Dollars ($ 5%), 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 ten (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.

Date: July 16, 2015

President

Authorized Signature

Ty Lane

(Printed or Typed Name)

(Seal if Offeror is a Corporation)

ATTEST:

Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 7/13/15
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

Utility Contractors of America, Inc.
Company
5805 CR 7700
Address
Lubbock, Lubbock
City, County
TX, 79424
State Zip Code
Telephone: 806 - 863-2642
Fax: 806 - 863-4132
Email: projects@ucatexas.com
FEDERAL TAX ID or SOCIAL SECURITY No.

75-2214193

M/WBE Firm:

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

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required under the Tex. Occ. Code. Chapter 2301 to be licensed by Motor Vehicle Division of the Texas Department of Transportation. In order for a bid to be in compliance with the Motor Vehicle Commission Code, the bidder must hold and provide all applicable current valid licenses issued by the State of Texas:

City of Lubbock, TX
Capital Project
Project Cost Detail
August 27, 2015

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

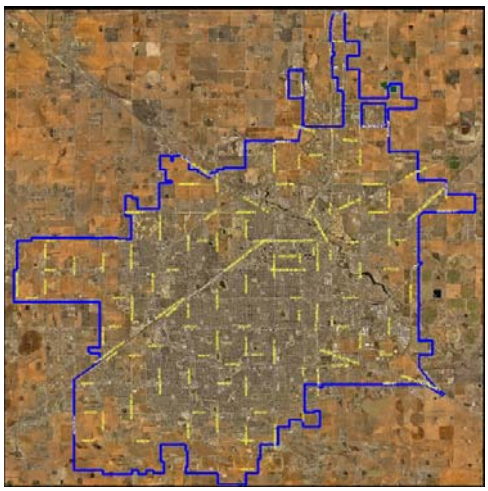
	Budget
Encumbered/Expended	
City of Lubbock Staff Time	$ 333,323
Temporary Employees	10,577
Bid Cost	647
Water Sys Improvements	158,821
Sewer Sys Improvements	22,766
Craig Wallace Construction	12,805
Turf Tech Irrigation	2,000
Park Improvements	15,651
Office Supplies	337
Buffalo Water Line	158,825
Buddy Holly 6" Water Line Change Out	172,857
NX Utiliities - 2" Water Line Change Out	1,354,337
Lowery Plumbing, Heating and Air Conditioning	16,580
Agenda Items August 27, 2015	
Utility Contractors of America Contract 12397	1,528,625
Encumbered/Expended to Date	3,788,151
Estimated Costs for Remaining Appropriation	
Water Line Construction	730,889
Remaining Appropriation	730,889
Total Appropriation To Date	$ 4,519,040

Managing Department **Public Works Engineering**

Project Manager **John Turpin**

Project Classification **Replacement Infrastructure**

Project Status **Approved**



Project Scope
Replace approximately 44 miles of substandard 2-inch water lines.

Project Justification
The majority of old and small diameter water lines have a high incidence of leaks, which causes most of the low pressure and/or volume type complaints from citizens.

Project History
$389,040 was appropriated in FY 2004-05, Ord. No. 2005-00031, March 24, 2005.
$4.2 million was appropriated in FY 2005-06 Budget, Ord. No. 2005-00106, September 8, 2005.
Reduced funding by $70,000 in FY 2009-10 Budget Amendment No. 9, Ord. No. 2010-O0007, February 9, 2010. (Moved funding to 92224)

			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	4,519,040	0	0	0	0	0	0	4,519,040
Total Project Appropriation	4,519,040	0	0	0	0	0	0	4,519,040

			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
2003 Tax and Waterworks Revenue CO's	332,522	0	0	0	0	0	0	332,522
FY 2010 Water Revenue CO's	4,186,518	0	0	0	0	0	0	4,186,518
Total Funding Sources	4,519,040	0	0	0	0	0	0	4,519,040

Regular City Council Meeting **6. 13.**

Meeting Date: 08/27/2015

Information

Agenda Item

Resolution – Public Works Engineering: Consider a resolution authorizing the City Council to reject all bids on contract 12359 for Canyon Lakes Sanitary Sewer Interceptor Rehabilitation Phase I.

Item Summary

The Canyon Lakes Sanitary Sewer Interceptor (CLSSI) services the northwest and northeast Lubbock sanitary sewer service areas of the City of Lubbock and is comprised of approximately 8.1 miles of 24 inch and 30 inch gravity pipe and 81 brick manholes. The existing pipe materials for the majority of the CLSSI is Vitrified Clay Tile (VCT) pipe with the exception of roadway crossings, railroad crossings and aerial lines which area Ductile Iron (DI) pipe. The vast majority of VCT pipe is in generally good condition but the DI pipe is tuberculated with up to 30% or more reduction in the cross sectional area of the pipe. This tuberculation is causing the pipe to surcharge which can result in sanitary sewer overflows.

The scope of this construction project includes replacement of 5,500 linear feet of tuberculated metallic pipe segments, rehabilitation of 40 manholes and mechanical cleaning of 10,000 feet of pipe in order improve the overall reliability of the Canyon Lakes Sanitary Sewer Interceptor.

Two proposals were received on June 9, 2015. They were as follows:

Utility Contractors of America, Inc., of Lubbock, Texas	$ 7,275,550
Spiess Construction Co., Inc., of Santa Maria, California	$ 7,899,750

A proposal evaluation committee, appointed by the Chief Water Utilities Engineer, consisted of representatives from Public Works Engineering and Lockwood, Andrews, and Newnam Engineering. The proposals were evaluated and ranked based on the following criteria: Bid Price (60%), Contractor Qualifications (30%), Safety Record Questionnaire (5%) and Construction Time (5%).

The proposals were ranked by the evaluation committee as follows:

Utility Contractors of America, Inc., of Lubbock, Texas	93.5 Points
Spiess Construction Co., Inc., of Santa Maria, California	77.5 Points

Both proposals exceeded Engineer's Estimate of $5,810,945 and the available budget in Capital Improvement Project 92318, Canyon Lakes Interceptor Rehabilitation. The Evaluation Committee recommends rejecting all proposals due to insufficient funding available in Capital Improvements Project 92318 Canyon Lakes Interceptor Rehabilitation.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Resolution - ITB 15-12359-TF Reject All Bids

RESOLUTION

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

THAT the City Council of the City of Lubbock hereby rejects any and all bids received for the Canyon Lakes Sanitary Sewer Interceptor Rehabilitation – Phase 1 to ITB 15-12359-TF and orders that no contract be entered into pursuant to said invitation to bid.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy ~~City Attorney~~

RES.Rejection of Bids-Canyon Lakes Sanitary Sewer Interceptor Rehabilitation – Phase 1
812.2015

Regular City Council Meeting **6. 14.**

Meeting Date: 08/27/2015

Information

Agenda Item

Ordinance 1st Reading – Right-of-Way: Consider an ordinance abandoning and closing a 3,123.06 square foot tract of land (alley) out of Block 2, Dupree Addition, Lubbock County, Texas located at 1916 Texas Avenue.

Item Summary

This ordinance abandons and closes a 3,123.06 square foot tract of land (alley) out of Block 2, Dupree Addition, which is located between Avenue J and Texas Avenue just south of 19th Street. The City owns both sides of the alley closure. The closure is due to the construction of the new Fire Station 1. The construction of 20th Street will be just south of the new Fire Station between Avenue J and Texas Avenue.

Public Works Engineering and all utility companies are in agreement with the alley closure.

Fiscal Impact

None

Staff/Board Recommending

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

Attachments

Ordinance - Closed Alley and Dupree Addition

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING AN ALLEY RIGHT-OF-WAY, LOCATED IN BLOCK 2, DUPREE ADDITION, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

SECTION 1. THAT the alley right-of-way as hereinafter described shall BE and the same is hereby closed, vacated and abandoned for right-of-way purposes and for public use, such right-of-way being more particularly described as Exhibit A.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Dave Booher

Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Chad Weaver, City Attorney

Dupree Addition.ord
July 24, 2015

EXHIBIT

"A"

METES & BOUNDS DESCRIPTION of an 3123.06 square feet tract being a portion of the Dupree Addition as recorded in Volume 18, Page 463, Deed Records of Lubbock County, Texas, (DRLCT) and portions of the alleys dedicated in Volumes 365, Page 364; Volume 314, Page 118; Volume 313, Page 402 and Volume 320, Page 7, said 3123.06 square feet tract being further described as follows:

BEGINNING at the Southwest corner of Lot 3 said Dupree Addition for the Southeast corner of this tract.

THENCE N. 88° 14' 55" W. a distance of 16.00 feet to the current Southwest corner of Lot 34 said Dupree addition same being the Southeast corner of an alley closure per City of Lubbock Alley Closure - Ordinance 3902, for the Southwest corner of this tract.

THENCE N. 01° 45' 05" E., along the East line of said Alley Closure - Ordinance 3902 a distance of 89.16 feet to a point in the South line the Kuykendall Tract, as recorded in Volume 359, Page 40of for the alley (Vol. 365 Pg. 364)for the Northwest corner of this tract.

THENCE S. 88° 14' 55" E., a distance of 121.60 feet to a point in the West right-of-way line of Texas Avenue as recorded in Volume 444, Page 194 and Volume 447, Page 42, DRLCT, for the Northeast corner of this tract.

THENCE S. 01° 45' 05" W., along said West right-of-way line a distance of 15.00 feet to the Northeast corner of Lot 2, Block 2, said Dupree Addition for the most Easterly Southeast corner of this tract.

THENCE N. 88° 14' 55" W., along the North line of said Lot 2 and the South line of said alley easement recorded in Volume 320, Page 7, DRLCT, a distance of 90.60 feet to a point for a clip corner of this tract.

Thence S. 46° 45' 05" W., along the South line of said alley easement, a distance of 21.21 feet to a point for a clip corner of this tract.

Thence S. 01° 45' 05" W., along the West line of Lot 2 and Lot 3, said Dupree Addtion, a distance of 59.16 feet to the point of BEGINNING.

Bearings relative to Grid North, NAD 83, Texas Coordinate System, North Central Zone 4202, City of Lubbock Geodetic Network and Aerial Control. Distances are Surface, U.S. Survey Feet.

No abstract of title or title commitment was provided to this surveyor for this proposed tract. Any record research done by this surveyor was made only for the purpose of determining the boundary of this property (and as it may relate to adjoining parcels or rights-of-way). Record documents other than those stated in this description may exist and encumber this property. This description does not constitute or imply a complete title examination and any such title examination are not the responsibility of this surveyor.

* * * * * * * * * * * * * * * *

STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS, that I, Cyril H. Turner, Registered

COUNTY OF LUBBOCK : Professional Land Surveyor, do hereby certify that I did cause to be surveyed on the ground the above described tract of land, and to the best of my knowledge and belief, the said description is true and correct.

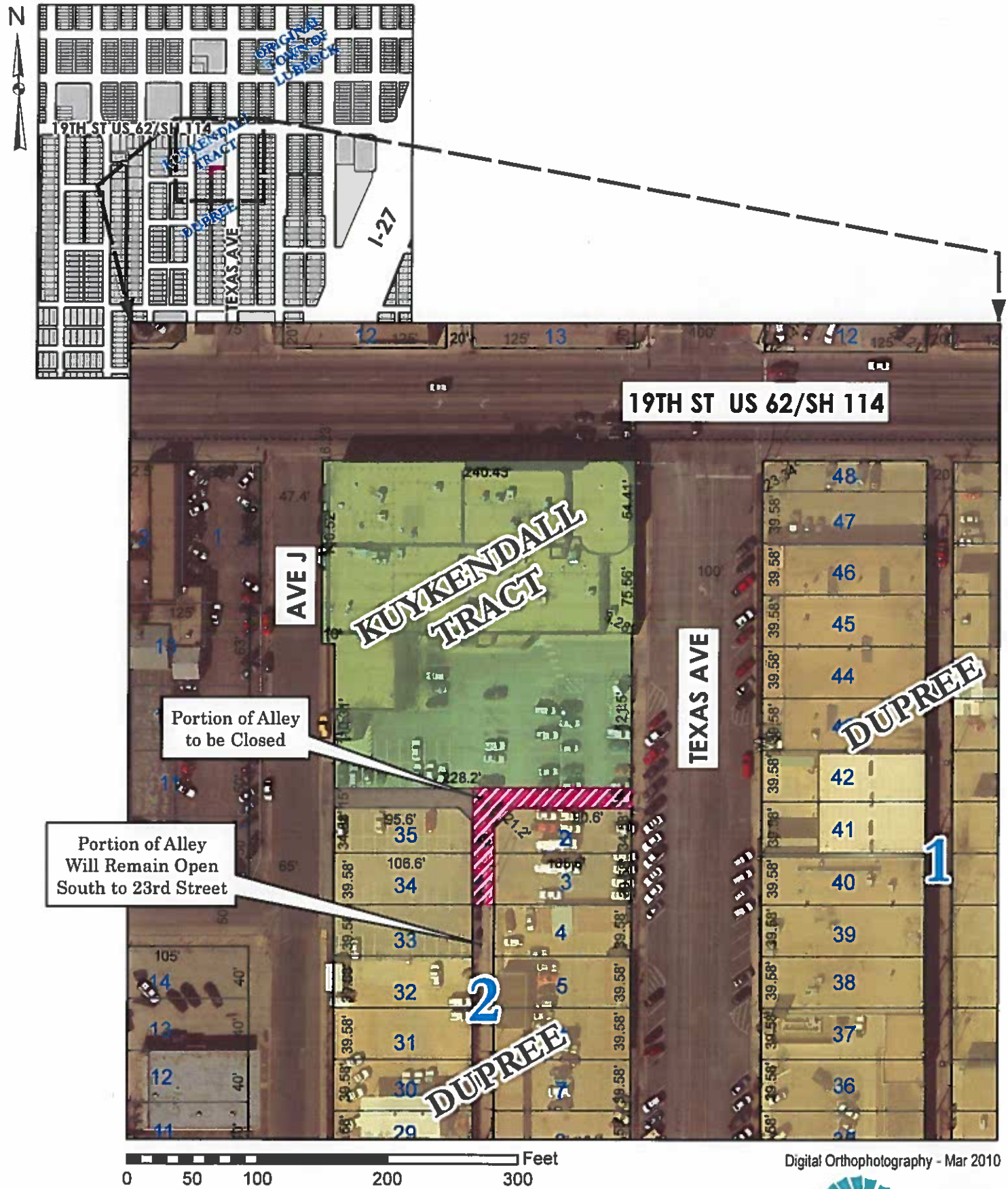
IN WITNESS THEREOF, my hand and seal, this the 16th day of June, A.D., 2015.



Cyril H. Turner
Registered Professional
Land Surveyor #6460

OJD ENGINEERING, L.P. Wolfforth, Texas 806.791.2300 FIRM # 10090900

Proposed Closing of an Alley
Located Adjacent to Lots 2, 3, 34, & 35, Block 2, Dupree Addition
and the Kuykendall Tract



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

City of Lubbock TEXAS

Regular City Council Meeting **6. 15.**

Meeting Date: 08/27/2015

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock an easement from Richard B. Wiesen and wife, Patricia Wiesen regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, easement being out of Section 14, Block A, Lubbock County, Texas.

Item Summary

Over the past several decades, the City of Lubbock has experienced significant growth in the northwest region of the existing sewer collection system that resulted in insufficient conveyance and treatment capacity within the Northwest Sewer Shed. To alleviate the capacity problems and facilitate future growth in the area the 2009 Wastewater Master Plan recommended commissioning a new Northwest Water Reclamation Plant and associated conveyance systems. The City of Lubbock is acquiring right-of-way for construction of a large diameter sanitary sewer main, large diameter water main, and effluent main associated with the proposed Northwest Water Reclamation Plant located at North Slide Road and State Highway 84.

The purchase price is $1,182 plus closing cost with West Texas Title Company

Fiscal Impact

$75,800,000 is appropriated in Capital Improvement Project 92221, Northwest Water Reclamation Project, with $1,182 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution - Easement for Northwest Water Reclamation

Budget Detail

CIP Detail

RESOLUTION

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

THAT the City Council hereby accepts on behalf of the City of Lubbock an Easement as described on Exhibit "A" attached hereto and incorporated herein by reference, located in Section 14, Block A, Lubbock, Lubbock County, Texas, for the Northwest Water Reclamation Project, and related documents. Said Easement 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.

THAT the consideration for the Easement shall be $1,181.93 and that closing costs shall also be paid in connection with the purchase of the property, said payments approved herein.

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

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

RES.Easement-Parcel 20
8.6.15

EASEMENT

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

That the undersigned Veteran-Purchaser, RICHARD B. WIESEN and wife, PATRICIA WIESEN, Grantor herein, whose mailing address is 2400 44th Street, Lubbock, Texas 79412-1541, with the approval of the Veterans Land Board, acting by and through its Chairman, Executive Secretary, or other designated official whose mailing address is 1 Corporate Drive, Suite 360, Lake Zurich, Illinois, 60047, hereinafter collectively referred to as GRANTOR, for consideration in the amount of $1,106.93 of which $906.93 is the value of the permanent easement taking, to it paid by The City of Lubbock, Texas (the "Grantee") with offices at 1625 13th Street, Lubbock, Texas 79401, the receipt and sufficiency of which are hereby acknowledged, has granted and does by these presents grant unto Grantee the following described perpetual exclusive easement, servitude and right-of-way, as described herein (hereinafter called the "Easement") through, over, under, upon, across and within the lands, as described in Warranty Deed from Blue Goose, Ltd. to the Veterans Land Board and recorded in Volume 5070, Page 299, of the Official Real Property Records of Lubbock County and more particularly described in Exhibit A (hereinafter called the "Lands" or "Easement Lands") situated in Lubbock County, Texas. The land herein described is under Contract of Sale and Purchase to Grantor herein, who will receive a deed to said land when the Grantor is in full compliance with all of the terms of said contract. Grantor executes this instrument with the approval of the Texas Veterans Land Board, in accordance with the regulations of said Board, which approval is signified by the signature of its Chairman or Executive Secretary or other designated official, duly authorized thereunto.

Pipelines and Equipment

Grantor hereby grants to Grantee a perpetual exclusive Easement together with the right to install, survey, construct, reconstruct, install, operate, inspect, maintain, alter, relocate, replace, repair, and remove (hereinafter called "Permitted Uses") pipelines, conduits, drain (blow-off) valves, valve boxes, meters, meter boxes, vents, manholes, manhole covers, corrosion monitoring test stations, pipeline markers, fence gates, impressed current deep well anode stations with power supplies, flow meters, system communication lines and splice boxes, roadways, and all other equipment and facilities related thereto, or any part thereof (hereinafter collectively called the "Pipeline System"), for and/or related to the transportation of water, waste water and effluent through, under, upon, over, across and within the Lands. Such perpetual exclusive Easement shall be as described herein and on Exhibit A attached hereto and incorporated herein, and hereby made a part hereof by reference to describe the Easement and the Lands.

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this Easement is specifically made by Grantor and accepted by Grantee subject to the following terms, covenants, obligations and conditions:

1. Grantee may use and occupy the Easement for purposes incidental and/or related to the Permitted Uses, including but not limited to: (a) the right to perform all Permitted Uses related to the Pipeline System; (b) the right (for men, material, and equipment) of unimpaired ingress and egress and regress, entry and access in, to, through, on, over, under and across said Easement granted herein, with the right to ingress and egress and regress to and from and access on and along said Easement, for any and all purposes necessary and or incident to the Permitted Uses; and (c) the right to locate the Pipeline System through, over, under, upon, across and within the Easement for the purpose of water/waste water/effluent transportation.

2. Grantee covenants and agrees that its use of the Easement and its operations conducted thereon shall, to the best of Grantee's ability, at all times comply with all applicable local, state and federal laws, orders, rules, regulations, standards, licensing, permitting and other legal requirements including, without limitation, all environmental laws, orders, rules, regulations, standards, licensing and permitting (the "Legal Requirements"). Grantee agrees to construct the Pipeline System in a prudent manner, in compliance with all Legal Requirements, and with due care for Grantor's property, business and operations. In the event it is discovered that Grantee is in violation of any portion of the Legal Requirements, Grantee agrees to commence, upon receipt of written notice of such violation, the process of curing such violation so that Grantee will be in compliance with this subparagraph.

3. The Easement granted herein shall be for the transportation of water, waste water, and/or effluent regardless of source, and shall continue in full force and effect unless Grantee should abandon the Pipeline System as identified herein. The rights granted to Grantee herein may be abandoned solely by a formal resolution of its governing body that authorizes the abandonment of the Pipeline System. Any such abandonment will not be effective until it is evidenced by notice in writing, signed by the Grantee's official representative, and filed of record in the county where the Lands are located.

4. The Easement Term is hereby defined as the period of time beginning with the granting of the Easement and continuing until such time that the Easement is abandoned by Grantee.

5. Grantor and Grantee agree that during Permitted Uses related to the Pipeline System, any and all trees, dirt, raw materials, timber, spoil piles, excess dirt, wood, bushes, shrubs and brush, and other debris materials resulting from site preparation cleared from the Easement shall, be removed by Grantee from Lands and from Grantor's property.

6. Grantee shall keep the Easement in good order, condition and repair following any work related to Permitted Uses on the Pipeline System. Notwithstanding anything contained herein to the contrary, although the Grantee may reconstruct any roadway crossed by Grantee in exercising its rights hereunder, Grantee assumes no

maintenance for any road reconstructed as a result of Grantee's use of the Easement and Grantee expressly waives same.

7. Grantee shall be responsible for obtaining all permits necessary to construct and operate the Pipeline System on the Easement. Without limiting the foregoing, and to the extent required, Grantee will secure and maintain any and all environmental permits required by the Texas Commission on Environmental Quality covering the Easement.

8. During construction of the Pipeline System, Grantee shall provide reasonable access to Grantor's property. Within the Easement, Grantee shall have the right to cut fences and install gates to enable Permitted Uses for the Pipeline System.

9. This grant of Easement shall not preclude the right of Grantor to cultivate, use, and enjoy the Lands for any purposes which will not constitute an interference with the Easement, rights and privileges herein granted to Grantee, or endanger any of Grantee's property at the sole discretion of the Grantee.

10. Grantee shall exercise due care and diligence in the use of the rights and privileges herein granted to it. In case of abandonment of said Easement as provided in 3 above, the title and interest herein granted shall end, cease, and terminate, and title to the Easement, pipeline, equipment and facilities shall revert to the then owner of the Lands.

11. Grantor warrants and represents that the title to the Lands described herein are vested in the Grantor, free and clear of any liens and/or encumbrances. Grantor shall provide to Grantee an executed release from any lien holder, tenant, lessee, or other party having an interest in the Lands.

12. Grantor shall procure and have recorded without cost to Grantee all assurances of title and affidavits which the Grantor may be advised by Grantee are necessary and proper to show in Grantor title sufficient to grant the above easement free and clear of encumbrances other than those encumbrances expressly defined herein. Abstracts or certificates of title or title insurance may be procured by the Grantee at its expense. The expense of recording this Easement shall be borne by Grantor. Grantee agrees to cooperate and aid Grantor, if necessary, to obtain any curative documents needed.

13. Grantee shall have the right to use Grantor's property located immediately adjacent to the Easement and as described on Exhibit B attached hereto and incorporated herein as thought set forth verbatim for the following:

A. detouring around natural impediments within the Easement; or

B. the construction, maintenance, repair and removal of the Pipeline System within the Easement.

14. "Grantee" when used in this instrument, shall include The City of Lubbock's officers, agents, servants, employees, representatives, contractors, independent contractors, subcontractors, and/or their equipment or vehicles.

15. Words of any gender used in this agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

16. It is understood and agreed that this Easement is not a conveyance of the fee estate for any of the Lands covered hereunder, but is only an easement through, over, under, upon, across and within the Lands.

17. The provisions of this Easement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

18. This Easement contains the final and complete expression of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Easement may be modified in writing only, signed by the parties in interest at the time of the modification.

19. In case any one or more of the provisions contained in this Easement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Easement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

20. Any notices or demands provided to be given herein by the parties shall be in writing and mailed by certified or registered mail to the other party at the address set forth above. Any notice or demand shall be deemed to have been received the earlier of five (5) days after the date of mailing or the date of actual delivery as shown by the addressee's certification or registry receipt.

21. Neither party shall be liable to the other party or any of such party's affiliates in any action or claim, including without any limitation, any action or claim for loss of profit, loss of product, loss of use, or for indirect, consequential, punitive, exemplary, special or other similar types of damages, regardless of how caused and regardless of the underlying theory of recovery, and even if caused by the sole or concurrent negligence of the responsible party.

A. To the extent that Grantor owns any portion of any mineral estate, leasehold estate and/or royalty interest of any kind or character under the Lands defined herein, Grantor surrenders and releases its surface drilling rights and all other rights of surface use of the Easement and Lands incident to the production of oil, gas, hydrocarbons, minerals, wind energy, and water production subject to the following exception and limitation:

i) Grantor reserves and excepts from this release and retains for itself, its successors and its successors-in-interest, all rights to explore for, to drill and produce oil, gas and other hydrocarbons underlying or situated beneath the Easement and Lands by any means whatsoever, including wells directionally drilled from surface location on nearby lands so long as no surface operations are performed on the Easement and so long as such operations will not interfere with or endanger the operations or integrity of the Pipeline System and Permitted Uses.

ii) Grantor shall include the surface use restrictions and covenants provided herein in any subsequent lease or conveyance of the oil, gas and/or mineral estate, wind rights or interests and water rights or interests.

22. Grantee shall have the right to approve the location and means of future third-party pipelines which will cross Grantee's pipeline system and come within the Easement. Grantee will not withhold reasonable crossing requests, but will act in a manner to protect the Grantee's Pipeline System and Grantee's Easement.

23. All requirements and obligations of Grantor and Grantee relating to the Easement shall also apply in all respects to the property described in Exhibit B.

24. Nothing contained herein shall be construed as a waiver by the Grantee of immunity of any kind or type, including without limitation, waiver of immunity from liability and immunity from suit, and the Grantee shall retain all such immunities, except as may be otherwise waived pursuant to applicable laws of the United States or State of Texas.

TO HAVE AND TO HOLD said Easement unto Grantee, its successors and assigns for so long as the same shall be used for the purposes aforesaid subject to the terms and conditions hereof.

[*Signatures of the Parties on Next Page*]

EXECUTED this 21st day of April, 2015 ("Effective Date").

GRANTOR:

Richard B. Wiesen
RICHARD B. WIESEN

Patricia Wiesen
PATRICIA WIESEN

VETERANS LAND BOARD OF THE STATE OF TEXAS

APPROVED THIS 23 DAY OF July, 2015.

GEORGE P. BUSH, Chairman

Executive Secretary
Legal
General Counsel
Chief Clerk

GRANTEE:

The City of Lubbock

By: _____

Name: _____

Title: _____

ATTEST:

_____
Rebecca Garza, City Secretary

[Acknowledgements *of the Parties on Next Page]*

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Ryan J. Bigbee, Attorney

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on April 21, 2015, by RICHARD B. WIESEN.

Anita A Corning
My Commission Expires
12/14/2015

Notary Public, State of Texas
Anita A. Corning
Printed Name of Notary
My commission expires: 12/14/15

STATE OF ALASKA §
§
COUNTY OF KTN Gateway Borough §

This instrument was acknowledged before me on 6-16, 2015, by PATRICIA WIESEN.

Notary Public
Sherri L. Tyler
State of Alaska
My Commission Expires 6-15-19

Notary Public, State of ALASKA
Sherri L Tyler
Printed Name of Notary
My commission expires: 6-15-19

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, the undersigned Notary Public in and for the said County and State, on this day personally appeared George P. Bush, known to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the Veterans Land Board of the State of Texas and that he executed the same as the act of such Veterans Land Board of the State of Texas for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23 day of July A.D., 2015.

Vicki M. Gonzales
Notary Public in and for Travis County, Texas

VICKI M. GONZALES
Notary Public
STATE OF TEXAS
My Comm. Exp. July 25, 2017

NOTARY WITHOUT BOND

STATE OF TEXAS §
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on _____, 2015, by GLEN C. ROBERTSON on behalf of the City of Lubbock, a Texas Home Rule Corporation on behalf of said Texas Home Rule Corporation.

_____
Notary Public, State of _____

_____
Printed Name of Notary
My commission expires: _____

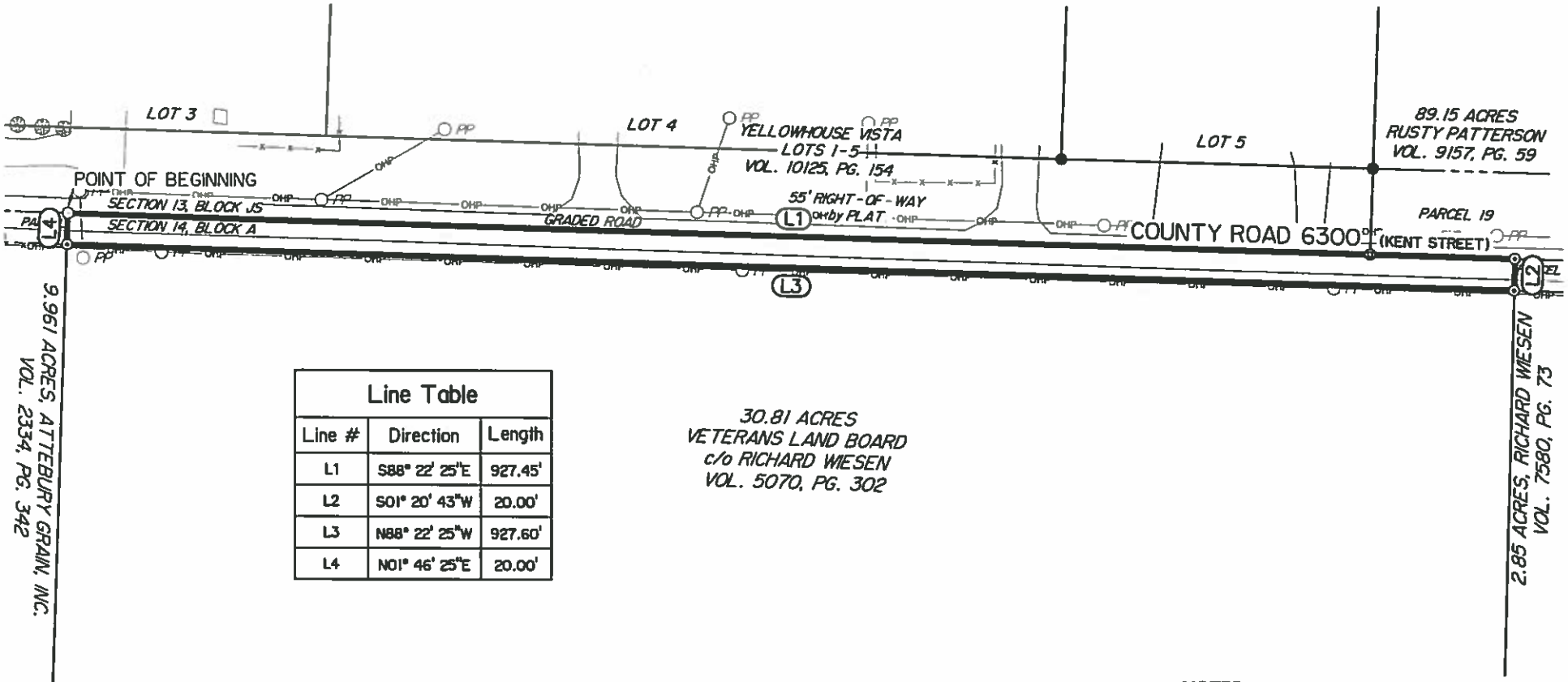
Exhibit A
Legal Description of the Perpetual Exclusive Easement

NORTHWEST WATER RECLAMATION PROJECT
Parcel No. 20 - Permanent Easement
PERIMETER SURVEY OF A 0.426 ACRE TRACT LOCATED IN

SECTION 14, BLOCK A

LUBBOCK COUNTY, TEXAS

SCALE : 1"=100'



Line Table		
Line #	Direction	Length
L1	S88° 22' 25"E	927.45'
L2	S01° 20' 43"W	20.00'
L3	N88° 22' 25"W	927.60'
L4	N01° 46' 25"E	20.00'

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002452

Surveyed on the ground.
November 10, 2014

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

Note: No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙ - SET 1/2" IRON ROD WITH CAP
○ - FOUND 5/8" IRON ROD WITH CAP
◉ - FOUND 1/2" IRON ROD WITH CAP
● - FOUND 1/2" IRON ROD

A legal description of even survey date herewith accompanies this plat of survey.

Sheet 1 of 2

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

Copyright 2014, Hugo Reed and Associates, Inc. for the sole use of Title Co. for GF # and any other identifiers as indicated in the certificate shown hereon.

412

NORTHWEST WATER RECLAMATION PROJECT
Parcel No. 20 - Permanent Easement
PERIMETER SURVEY OF A 0.426 ACRE TRACT LOCATED IN

SECTION 14, BLOCK A

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.426 acre parcel located in Section 14, Block A, Lubbock County, Texas, being the North 20.00 feet of a 30.81 acre tract described in Volume 5070, Page 302, Real Property Records, Lubbock County, Texas (RPRLCT), being further described as follows:

BEGINNING at the 5/8" iron rod with cap found in the North line of said Section 14, Block A, and in the South line of Section 13, Block JS, Lubbock County, Texas, and in the South line of a 55.00 foot dedicated Right-of-Way of County Road 6300 (Kent Street) according to the map, plat and/or dedication deed thereof recorded in Volume 10125, Page 154, Official Public Records, Lubbock County, Texas, and at the Northeast corner of a 9.961 acre tract described in Volume 2334, Page 342, RPRLCT, and at the Northwest corner of said 30.81 acre tract, which bears S. 88°22'25" E. a distance of 286.87 feet from a 3/4" iron pipe found at the Northwest corner of said Section 14, Block A, for the Northwest corner of this parcel;

THENCE S. 88°22'25" E. along the common line of said Section 14, Block A, and said Section 13, Block JS, and along the South line of said 55.00 foot Right-of-Way and along the North line of said 30.81 acre tract, at 834.70 feet pass a 1/2" iron rod with cap found at the Southeast corner of said 55.00 foot Right-of-Way and at the Southwest corner of a 89.15 acre tract described in Volume 9157, Page 59, Official Public Records, Lubbock County, Texas (OPRLCT), continuing for a total distance of 927.45 feet to a 1/2" iron rod with cap set, at the Northwest corner of a 2.85 acre tract described in Volume 7580, Page 73, OPRLCT, for the Northeast corner of this parcel;

THENCE S. 01°20'43" W. along the West line of said 2.85 acre tract a distance of 20.00 feet to a 1/2" iron rod with cap set, for the Southeast corner of this parcel;

THENCE N. 88°22'25" W. a distance of 927.60 feet to a 1/2" iron rod with cap set in the East line of said 9.961 acre tract and in the West line of said 30.81 acre tract, for the Southwest corner of this parcel;

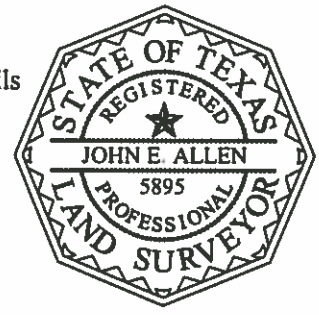
THENCE N. 01°46'25" E. along the common line of said 9.961 acre tract and said 30.81 acre tract a distance of 20.00 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002452

A plat of even survey date herewith accompanies this legal description.

Surveyed on the ground
November 10, 2014
July 14, 2015; Corrected to remove adjoiner calls

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas



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

Copyright 2014, Hugo Reed and Associates, Inc. for the sole use of Title Co. for GF # and any other identifiers as indicated in the certificate shown hereon.

City of Lubbock
Capital Project
Project Cost Detail
August 27, 2015

Capital Project Number:	92221
Capital Project Name:	Northwest Water Reclamation Plant

	Budget
Encumbered/Expended	
Feasibilty Study - APAI	$ 1,603,816
Surveying for Land Acquisition - Hugo Reed	6,152
Bid Cost	14,127
BNSF Railroad	5,500
Appraisal	16,128
Flow metering	17,850
Staff time	75,736
Professional Services Contract for Final Design - APAI	8,841,689
Easement Acquisition	125,491
Land Acquisition	1,166,743
Construction Contract for NWWRP Potable Water Pipeline	1,245,847
Construction Contract for NWWRP, Eagle Contracting	53,685,000
Construction Phase Services Contract with Alan Plummer	4,293,311
Agenda Item August 27, 2015	
Sheila Hall Easement	500
Richard and Patricia Wiesen Easement	1,182
Joseph and Donna Howell Easement	600
Encumbered/Expended To Date	71,099,672
Estimated Cost for Remaining Appropriation	
Construction	4,700,328
Remaining Appropriation	4,700,328
Total Appropriation to Date	$ 75,800,000

Project Name **Northwest Water Reclamation Plant** *Project Number* **92221**

Managing Department **Public Works Engineering**

Project Manager **Wood Franklin**

Project Classification **New Facility**

Project Status **Approved**



Project Scope

Design and construction of a new Northwest Water Reclamation Plant. The reclamation plant will handle wastewater flow from Northwest Lubbock. The new plant will handle 5 million gallons of wastewater a day with the ability to expand to 15 million gallons. The new plant will produce stream quality effluent that may be discharged into the North Fork of the Double Mountain Fork of the Brazos River for potential reuse.

Project Justification

The project includes the preliminary engineering, design, and construction of a proposed northwest water reclamation plant as recommended by the Sewer Collection System Master Plan.

Project History

$2.0 million was appropriated in FY 2009-10 Budget Amendment No. 6, Ord. No. 2009-O0108, December 2, 2009.
$3.0 million was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$18.5 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
Reduced by $700,000 in FY 2012-13 Budget Amendment No. 14, Ord. No. 2013-O0009, February 14, 2013.
$53.0 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	17,800,000	53,000,000	12,500,000	0	0	0	0	83,300,000
Design and Engineering	5,000,000	0	0	0	0	0	0	5,000,000
Total Project Appropriation	22,800,000	53,000,000	12,500,000	0	0	0	0	88,300,000

			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
2005 Wastewater Revenue CO's	139,641	0	0	0	0	0	0	139,641
FY 2010 Wastewater Revenue CO's	1,860,359	0	0	0	0	0	0	1,860,359
FY 2011 Wastewater Revenue CO's	2,300,000	0	0	0	0	0	0	2,300,000
FY 2013 Wastewater Revenue CO's	18,500,000	0	0	0	0	0	0	18,500,000
FY 2015 Wastewater Revenue CO's	0	53,000,000	0	0	0	0	0	53,000,000
FY 2016 Wastewater Revenue CO's	0	0	12,500,000	0	0	0	0	12,500,000
Total Funding Sources	22,800,000	53,000,000	12,500,000	0	0	0	0	88,300,000

Regular City Council Meeting **6. 16.**

Meeting Date: 08/27/2015

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a Dedicatory Certificate in connection with the platting by the City of Lubbock Tracts A and B Fire Station No. 1 an Addition to the City of Lubbock, Lubbock County, located at 1906 Texas Avenue.

Item Summary

This resolution authorizes the Mayor to execute a Dedicatory Certificate for the platting of City owned property to be known as Tracts A and B Fire Station No. 1 an Addition to the City of Lubbock. This property was the old Health Department building that was demolished for the construction of the new Fire Station No. 1. The area being platted is 85,948.02 square feet. The Right-of-Way Department initiated this plat for the Fire Department and it has been approved by the Planning and Zoning Commission.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Resolution - Fire Station 1 and Dedication

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 Dedication Deed, and related documents. Said Dedication Deed is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

RES.Dedication Deed-Tracts A&B, Fire Station No 1
8.12.15

DEDICATORY CERTIFICATE

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

This is to certify that **THE CITY OF LUBBOCK, TEXAS**, a Texas Home-Rule Municipality, is the owner of a tract of land described as follows, to-wit:

> That certain real property located in Lubbock County, Texas, and being further and more particularly described and set forth in Exhibit "A".

And the undersigned wishes to plat and dedicate the above described property, designating streets, alleys, easements (surface and/or underground), and other public properties shown in accordance with the attached map, prepared by OJD Engineering, LP, Registered Professional Land Surveyor No. 6460, on the 16th day of June, 2015, and approved by the Planning Commission of the City of Lubbock on the 6th day of August, 2015, and desiring to have said property platted, dedicated and duly filed for record as required by law, all as shown on the attached map;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the premises and the special benefits to the remainder of the property in the area, the undersigned does hereby **DEDICATE** all the streets, alleys, easements (surface and/or underground), and other public properties shown and designated upon said map to the **PUBLIC** for **PUBLIC USE FOREVER**; and by these presents does impress the name of "**TRACTS A & B FIRE STATION #1 AN ADDITION to the city of Lubbock, Lubbock County, Texas**" upon said property for the correct reference and description thereto by tract as indicated upon the attached map, and the undersigned does

hereby adopt the name hereinabove stated and impresses the same upon said land, incorporating said map as a part of this dedication.

WITNESS the execution hereof this ___ day of _____, 20____.

THE CITY OF LUBBOCK, TEXAS

By: _____
GLEN C. ROBERTSON, Mayor

ATTEST:

_____
REBECCA GARZA, City Secretary

APPROVED AS TO CONTENT:

_____
DAVE BOOHER, Right-of-Way Agent

APPROVED AS TO FORM:

_____
CHAD WEAVER, City Attorney

THE STATE OF TEXAS

COUNTY OF LUBBOCK

BEFORE ME, the undersigned Notary Public, on this day personally appeared GLEN C. ROBERTSON, Mayor of the City of Lubbock, Texas, a Home-Rule Municipality, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of THE CITY OF LUBBOCK, TEXAS for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2015.

_____
Notary Public, State of Texas

CityAtt/Chad/Deeds/Dedicatory Certificate-Fire Station #1
July 27, 2015

EXHIBIT "A"

PLAT LIMITS for TRACTS A & B, FIRE STATION #1, BEING A REPLAT OF KUYKENDALL TRACT ADDITION TO THE CITY OF LUBBOCK, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION THEREOF RECORDED IN VOLUME 359, PAGE 40, DEED RECORDS OF LUBBOCK COUNTY, TEXAS AND LOTS 2-3 & 29-35, BLOCK 2, DUPREE ADDITION TO THE CITY OF LUBBOCK, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION THEREOF RECORDED IN VOLUME 18, PAGE 463, DEED RECORDS OF LUBBOCK COUNTY, TEXAS, being a total of 2.31 acres, and being more particularly described by metes and bounds as follows:

BEGINNING at an "X" cut in concrete in the South right-of-way line of 19th Street, as recorded in Volume 323, Page 425, Deed Records of Lubbock County, Texas and the West right-of-way line of Texas Avenue, as recorded in Volume 18, Page 463; Volume 249, Pages 44-46, 48, & 51; Volume 447, Page 42; and Volume 444, Page 194, all of the Deed Records of Lubbock County, Texas, at the Northeast corner of said Kuykendall Tract for the Northeast corner of this tract.

THENCE S. 01° 18' 41" W., contiguous with said right-of-way line of Texas Avenue, a distance of 129.97 feet to a 1/2" iron rod with blue plastic cap inscribed "CHT RPLS 6460" (herein after referred to as an OJD-CHT cap) set for an "ell" corner of this tract.

THENCE N. 88° 14' 55" W., contiguous with said right-of-way line of Texas Avenue, a distance of 3.28 feet to an OJD-CHT cap set for an "ell" corner of this tract.

THENCE S. 01° 45' 05" W., contiguous with said right-of-way line of Texas Avenue, a distance of 210.66 feet to an OJD-CHT cap set at the Northeast corner of Lot 4, Block 2, said Dupree Addition, for the most Easterly Southeast corner of this tract.

THENCE N. 88° 14' 55" W., contiguous with the North line of said Lot 4, a distance of 121.60 feet to an OJD-CHT cap set at the current Southeast corner of Lot 34, Block 2, said Dupree Addition, same being the Southeast corner of an alley closure per City of Lubbock Alley Closure - Ordinance 3902, in the West line of for an "ell" corner of this tract.

THENCE S. 01° 45' 05" W., contiguous with the East lines of Lots 29-33, Block 2, said Dupree Addition, a distance of 197.90 feet to a point at the Northeast corner of Lot 28, Block 2, from which an OJD-CHT cap set in reference bears N. 49° 09' 16" W. a distance of 1.45 feet, for the most Southerly Southeast corner of this tract.

THENCE N. 88° 14' 55" W., contiguous with the North line of said Lot 28, a distance of 106.60 feet to a point in the East right-of-way line of Avenue "J", as recorded in Volume 26, Page 118; Volume 413, Pages 337 & 338; Volume 392, Page 108; and Volume 390, Page 170, all of the Deed Records of Lubbock County, Texas, at the Northwest corner of Lot 28, Block 2, for the Southwest corner of this tract, from which an OJD-CHT cap set in reference bears N. 01° 45' 05" E. a distance of 1.00 feet,

THENCE N. 01° 45' 05" E., contiguous with said right-of-way line of Avenue "J", a distance of 397.37 feet to an OJD-CHT cap set for an "ell" corner of this tract.

THENCE N. 88° 14' 55" W., contiguous with said right-of-way line of Avenue "J", a distance of 10.00 feet to an OJD-CHT cap set for an "ell" corner of this tract.

THENCE N. 01° 45' 05" E., contiguous with said right-of-way line of Avenue "J", a distance of 140.52 feet to an "X" cut in concrete in the South right-of-way line of said 19th Street for the Northwest corner of this tract.

THENCE S. 88° 23' 53" E., contiguous with said right-of-way line of 19th Street, a distance of 240.48 feet to the place of BEGINNING and containing 2.31 acres of land more or less.

Bearings based on U.S. State Plane of 1983 - Texas North Central Zone - 4202. Distances are surface distances

* * * * * * * * * * * * * * * * *

STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS, that I, Cyril H. Turner, Registered
COUNTY OF LUBBOCK : Professional Land Surveyor, do hereby certify that I did cause to be surveyed on the ground the above described tract of land, and to the best of my knowledge and belief, the said description is true and correct.

IN WITNESS THEREOF, my hand and seal, this the 11th day of August, A.D., 2015.





Cyril H. Turner
Registered Professional
Land Surveyor #6460

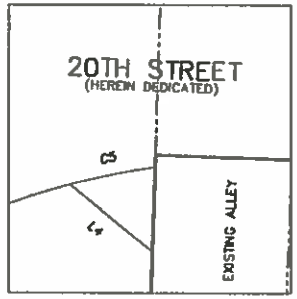
TRACTS A & B

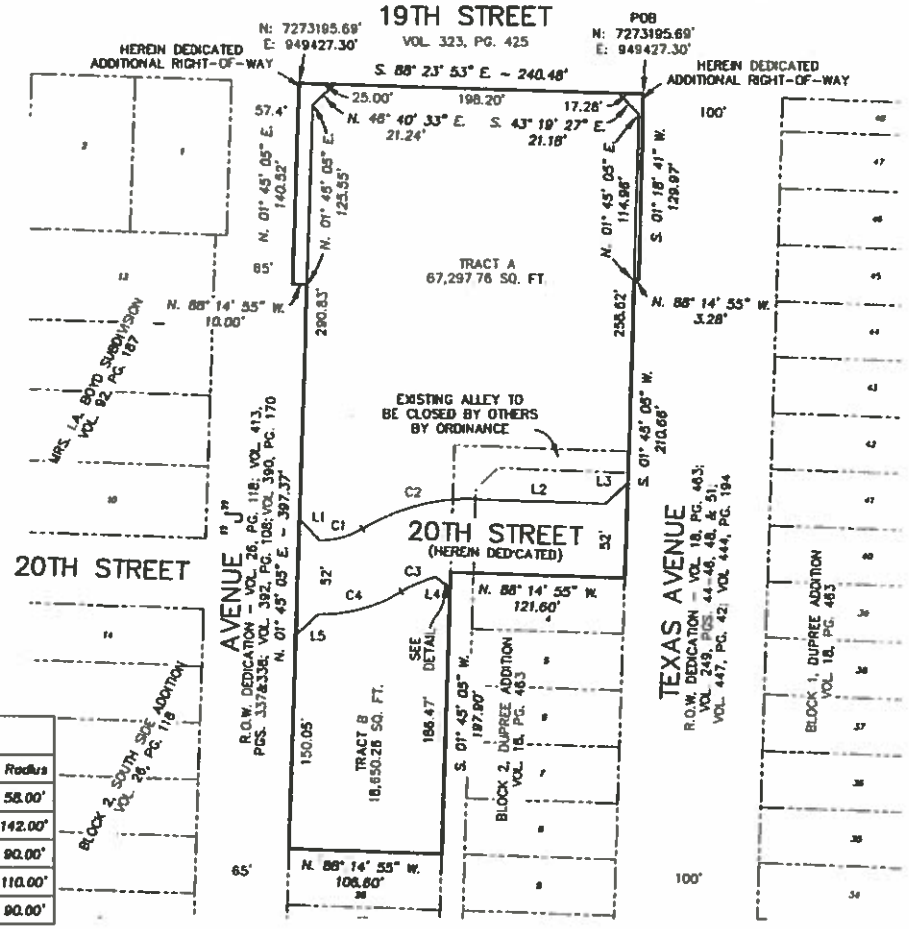
FIRE STATION #1

AN ADDITION TO THE CITY OF LUBBOCK,

BEING A REPLAT OF KUYKENDALL TRACT ADDITION TO THE CITY OF LUBBOCK, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION THEREOF RECORDED IN VOLUME 359, PG. 40, DEED RECORDS OF LUBBOCK COUNTY, TEXAS AND LOTS 2-3, & 29 - 35, BLOCK 2 DUPREE ADDITION TO THE CITY OF LUBBOCK, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 18, PAGE 463, DEED RECORDS OF LUBBOCK COUNTY, TEXAS.







Line Table		
Line #	Length	Direction
L1	21.23'	S. 43° 12' 47" E.
L2	90.60'	S. 88° 14' 55" E.
L3	21.21'	N. 46° 45' 05" E.
L4	12.56'	N. 51° 01' 39" W.
L5	21.34'	S. 47° 04' 28" W.

Curve Table				
Curve #	Chord	Direction	Delta	Radius
C1	31.08'	N. 73° 58' 33" E.	31° 05' 12"	58.00'
C2	81.42'	N. 75° 05' 31" E.	33° 19' 07"	142.00'
C3	25.87'	S. 66° 41' 48" W.	16° 31' 38"	90.00'
C4	60.74'	S. 74° 27' 30" E.	32° 03' 05"	110.00'
C5	10.28'	N. 78° 14' 07" E.	06° 33' 04"	90.00'

LEGEND

- ● = found 5/8" iron rod.
- O = found 1/2" iron pipe
- ROW = Right-of-Way
- UE = Utility Easement
- OPRLC, TX = Official Property Records of Lubbock County, Texas
- DRLC, TX = Deed Records of Lubbock County, Texas
- CCF = County Clerk's File

SURVEY CONTROL:

Bearings are grid bearings relative to the Texas Coordinate System TXNC Zone 4202, NAD 83 (CORS96), Measured along the East line of this tract, as monumented on the ground. Convergence to True North Bearings at the Northeast corner of this tract is -01° 48' 44".
Coordinates shown hereon are based on the Texas Coordinate System, TXNC 4202, NAD83 (CORS96) as described in Texas Natural Resource Code, Title 2, Chapter 21, as amended.
Distances shown are surface, U.S. survey feet.

SURVEYOR'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS:

That I, Cyril H. Turner, a Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Lubbock, Texas.

Cyril H. Turner, R.P.L.S. No. 6460
08/11/2015

GENERAL NOTES:

SCALE : 1" = 60'
Heavy lines indicate plat limits.
All streets, alleys, and easements within plat limits not previously recorded are herein dedicated.
All easements dedicated hereby shall entitle the City, County, or the utility company using such easements to the right to remove, repair, or replace any lines, pipes, conduits, or poles within such easements as may be determined by the City, County, or utility company without the City, County, or utility company being responsible or liable for the replacement of improvements, paving, or surfacing of the easement necessitated by such removal, repair, or replacement. Easements designated or intended for vehicular passage (utility and emergency) or pedestrian access shall not be fenced or otherwise obstructed.
All utility service shall be in accordance with the Underground Utilities Policy Statement by the Planning and Zoning Commission of the City of Lubbock, Texas and the provisions of section 36.09.095 of the Lubbock Code of Ordinances.
Any relocation or revision of existing facilities shall be at the subdivider's expense. Compensation shall be made prior to the recording of this final plat.
All existing or proposed utility easements to and on tracts indicated by this plat shall be contained in the public right-of-way and public or private utility easements.. Utility service installation requested at a future date, and not within an easement indicated by this plat, shall be within a proper utility easement granted by the owner of said property by separate recorded instrument prior to the provision of such service. Such easements shall be at the expense of the entity requesting such installation.
Blanket solid waste collection easement as required for service within the plat limits is herein granted.
Blanket underground utility, transformer pad, and switching enclosure easement as required for service within the plat limits is herein granted to Lubbock Power and Light Company
Blanket underground utility easement as required for service within the plat limits is herein granted to AT&T and Atmos Energy.
Any easement or rights-of-way shown as "to be dedicated by separate instrument" are shown hereon for information purposes only. The plat does not dedicate said easements.
Minimum floor elevation shall conform to the requirements of the Lubbock Drainage Criteria Manual, as adopted by Ordinance 10022, as amended, and Section 28.09.131 and Section 28.14.004 and Section 30.03.073 of the Lubbock Code of Ordinances.

ADDITIONAL NOTES:

Contains: 2.31 acres

No abstract of title or title commitment was provided to this surveyor for this proposed plat. Any record research done by this surveyor was made only for the purpose of determining the boundary of the parent tract and its relationship to adjoining properties and rights-of-way. Record documents other than those shown on this plat may exist and encumber this property. This plat does not constitute or imply a complete title examination and any such title examinations are not the responsibility of this surveyor.
A legal description of even survey date herewith accompanies this plat.
Either all or a portion of this surveyed property lies within a "Special Flood Hazard Boundary." These boundaries are established by the Federal Emergency Management Agency, not this surveyor. Flood hazard maps are on file at City Hall, Lubbock, Texas and are open for public inspection.

APPROVED this _____ Day of _____, 2015, by the PLANNING AND ZONING COMMISION of the CITY OF LUBBOCK, TEXAS

APPROVED _____ CHAIRMAN

ATTEST _____ SECRETARY

FINAL PLAT

SCALE: 1" = 60'	APPROVED BY: CHT	DRAWN BY: CHT
SURVEY DATE: 01/05/2015		FILE NAME: 14-135063

OJD Engineering, L.P.
Consulting Engineers & Surveyors
806-791-2280
228 E. 19th St. 66/82 Loop
Wolfforth, TX 79382
SURVEYING FIRM#10163903
DRAWING NUMBER
1 of 1

Regular City Council Meeting **6. 17.**

Meeting Date: 08/27/2015

Information

Agenda Item

Resolution - Traffic Engineering: Consider a resolution authorizing the Mayor to execute contract 12445 with ITS Plus, Inc. for Video Imaging Vehicle Detection Systems (VIVDS), ITB 15-12445-SS.

Item Summary

This purchasing contract is for eight Video Imaging Vehicle Detection Systems (VIVDS) to be installed throughout the City. The systems will upgrade traffic signal efficiency and lower delays by replacing legacy loop vehicle detection systems that are no longer working.

Bids were received from the following companies and a tabulation sheet is provided.

Company	Bids
ITS Plus, Inc. of Plano, TX	$55,640.00
Paradigm Traffic Systems, Inc. of Arlington, TX	75,400.00
Control Technologies Inc. of Tomball, TX	74,488.00
Peek Traffic Corporation of Houston, TX	82,000.00
Trafficware Group, Inc. of Sugarland, TX	98,068.00

Staff recommends the contract award to the lowest bidder, ITS Plus, Inc. of Plano, TX for $55,640. The contract term is one year, with the option of two one-year extensions.

Fiscal Impact

$4,750,000 is appropriated in Capital Improvement Project 92216, Traffic Signal Upgrades, with $55,640 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution & Contract - ITS Plus, Inc

RESOLUTION

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

THAT City of Lubbock Invitation to Bid No. ITB 15-12445-SS / Contract 12445 is awarded to ITS Plus, Inc., of Plano, Texas, for a Video Imaging Vehicle Detection System (VIVDS), 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 ITS Plus, Inc., 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:

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

APPROVED AS TO FORM:

_____
John C. Grace, Assistant City Attorney

S:\cityatt\CCDOCS\RES Contract-ITS Plus_VIVDS.2015.doc

Contract 12445

City of Lubbock, TX
Contract For
Video Imaging Vehicle Detection System (VIVDS)

THIS CONTRACT made and entered into this **27th** day of **August, 2015**, by and between the City of Lubbock ("City"), and **ITS Plus, Inc.**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Video Imaging Vehicle Detection System (VIVDS) 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 Video Imaging Vehicle Detection System (VIVDS).

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 general conditions and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Video Imaging Vehicle Detection System (VIVDS) and more specifically referred to as Items One, Two B, Four and Five on the bid submitted by the Contractor or in the specifications attached hereto.

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

3. The Contractor shall perform the work according to the procedures outlined in the Bid Form General Conditions, and Specifications attached hereto. The contract shall be for a term of one year, with the option of two, one year extensions, said date of term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.

4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a 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	$1,000,000
Automotive Liability Combined Single Limit Any Auto	$1,000,000
Workers Compensation	Statutory Amounts

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 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 No. 15-12445-SS, 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

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

John Grace,
Assistant City Attorney

CONTRACTOR

BY _____
Authorized Representative

Staci Ingram
Print Name

6220 Trailwood Dr Ste. 200
Address

Plano, TX 75024
City, State, Zip Code

City of Lubbock, TX
Traffic Engineering
ITB 15-12445-SS
Video Imaging Vehicle Detection System (VIVDS)
Specifications

General

This specification sets forth the minimum requirements for a Video Imaging Vehicle Detection System (VIVDS) that monitors a roadway for the presence of vehicles via processing of video images and provides outputs to a traffic cabinet.

A VIVDS package shall consist of the following components conforming to the functional requirements of this specification in the quantities specified to detect vehicles on four (4) approaches simultaneously at a single intersection: Four (4) cameras to accurately view each approach up to a width of seventy-five (75) feet and a distance of five-hundred (500) feet measured from the stop line including all necessary hardware for standard gusset tube mounting, Four (4) single-channel or two (2) dual-channel Ethernet capable (onboard or external) video processor systems providing two (2) detection outputs per approach, one-thousand (1000) feet of cable suitable for outdoor use to power cameras and deliver video signal to the video processors, a four (4) channel power surge suppression system for all equipment above, and any required connectors or other hardware (including Ethernet communication modules) required to operate system. The City will purchase a minimum of eight (8) VIVDS packages in the first year of the contract, and may purchase additional quantities of individual bid items at the bid price.

Any vendor with functional VIVDS packages that do not comply with all specifications within this document shall supply a list of specification conflicts and may be awarded the contract based on the decision of the City's Traffic Engineer.

Definitions

- Camera: The complete optical sensing assembly that outputs video images in the traffic cabinet via standard cabling and connections.
- Video processor system: The electronic unit or units that convert the video image provided by the camera or cameras and generates outputs for detection zones.
- Traffic Management Center (TMC): The City of Lubbock's office at 915 Avenue J where personnel manage the City's traffic infrastructure including all traffic signal systems.
- Wide Area Network: The Ethernet network connecting the City of Lubbock's field infrastructure, including traffic signal components, to the Traffic Management Center. The Wide Area Network consists of multiple subnetworks connected by routers. Within each subnetwork, devices are connected by switches. All end devices utilize the TCP/IP protocol suite for communication.
- Personal Computer (PC): A general purpose computer running the Microsoft Windows operating system. PCs in this specification run version Windows 7 or newer.
- Detection Zone: A geometric shape in the roadway configured in the video processor that changes state when occupied by a vehicle.

Functional Requirements - VIVDS components shall meet or exceed the following requirements:

Camera

- 380 lines resolution.
- NTSC, RS170 video signal.
- Video output via standard BNC connector in traffic cabinet.
- Usable video at luminance levels from 0.1 lux (black and white) or 1.0 lux (color) to 10,000 lux.
- Automatic optics control for optimal video output based on average scene luminance.
- Operational in ambient temperature range of -30°F to +140°F while exposed to precipitation, freezing precipitation, blowing dust, and/or direct sunlight.
- Standard mounting hardware for installation on gusset tube.

Video Processor System

Physical

- Input file card rack format conforming to Caltrans TEES (170/2070 type) specifications.
- Single (1) channel cards must have one (1) video input and one (1) video output.
- Dual (2) channel cards must have two (2) video inputs and either two (2) video outputs (one per input) or a single (1) video output capable of displaying user selectable video input.
- Standard BNC cable connections for video input/output.
- Single (1) channel cards must be one (1) slot wide with two rear card edge contact closures (pins F & W).
- Dual (2) channel cards may be one (1) or two (2) slots wide with four rear card edge contact closures (pins F, W, S & Y).
- LED front panel status indicators corresponding to each rear card edge contact closure.
- LED front panel status indicators corresponding to each video input connection.
- USB connection for USB-compatible input device such as mouse or trackball.
- RJ-45 Ethernet network connection (onboard each video processor card or by way of communications module with standard or proprietary connection to video processor cards).
- Ethernet network operation supporting TCP/IP protocol suite with user-defined IP address, default gateway, and subnet mask / network prefix.
- Detection zone and contact closure configuration via video output and USB input device.
- Detection zone and contact closure configuration via vendor-supplied PC software and standard Ethernet network connection fully accessible across Wide Area Network.
- Remote configuration and monitoring from Traffic Management Center over Wide Area Network via vendor-supplied software.

Software / Configuration

- Detection of vehicles within 150 milliseconds of vehicle arrival in detection zone.
- Detection of motorcycles and bicycles.
- 24 user-defined vehicle detection zones per camera input to be placed anywhere in the video input field of view.
- Stop line vehicle presence detection zones.
- Advance vehicle detection zones.
- Directional vehicle detection zones.
- User-selectable outputs corresponding to card edge contact closures.
- Logical functions "AND" and "OR" to combine any type of detection zone and any card output.
- Extension or delay in 1-second increments for each logical function or detection zone.
- Observation of detection zone operation by way of video output connection or PC software.

Contract Term

The contract shall be for a term of one year, with the option of two, one year extensions, said date of term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.

BID FORM
Video Imaging Vehicle Detection System (VIVDS)
City of Lubbock, TX
ITB 15-12445-SS

In compliance with the **Invitation to Bid 15-12445-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 **15-12445-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	UNIT PRICE* BID	EXTENDED COST
1	32	Each	Camera, as specified herein.	$ 695	$ 22,240
2a OR 2b	32	Each	Single (1) channel video processor, as specified herein.	N/A	N/A
	16	Each	Dual (2) channel video processor, as specified herein.	1590	25,440
3	8	Each	Ethernet communication module (if required), as specified herein.	N/A	N/A
4	8	Each	Four (4) channel video surge suppression system, as specified herein.	495	3960
5	8,000	Linear Foot	Camera cable, as specified herein.	.50	4000
Total (Items 1-5) for Eight (8) VIVDS Packages				$	55,640

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

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

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0 %, net 0 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
Traffic Engineering
Bid Tabulation
August 27, 2015

ITB 15-12445-SS
Video Imaging Vehicle Detection System (VIVDS)

Item	U/M	Qty	Description/Vendor	Location	Unit Cost	Extended Cost
1	EA	32	Camera			
			ITS Plus, Inc.	Plano, TX	$ 695	22,240
			Control Technologies, Inc.	Tomball, TX	707	22,618
			Trafficware Group Inc	Sugarland, TX	867	27,744
			Peek Traffic Corporation	Houston, TX	1,050	33,600
			Paradigm Traffic Systems, Inc.	Arlington, TX	1,125	36,000
2B	EA	16	Dual (2) Channel Video Processor			
			Paradigm Traffic Systems, Inc.	Arlington, TX	1,175	18,800
			ITS Plus, Inc.	Plano, TX	1,590	25,440
			Control Technologies, Inc.	Tomball, TX	1,816	29,049
			Peek Traffic Corporation	Houston, TX	2,200	35,200
			Trafficware Group Inc	Sugarland, TX	2,861	45,776
3	EA	8	Ethernet Communication Module - if required			
			Paradigm Traffic Systems, Inc.	Arlington, TX	1,040	8,320
			Trafficware Group Inc	Sugarland, TX	1,432	11,456
			Control Technologies, Inc.	Tomball, TX	1,988	15,902
			ITS Plus, Inc.	Plano, TX	No Bid	No Bid
			Peek Traffic Corporation	Houston, TX	No Bid	No Bid
4	EA	8	Four (4) Channel Video Surge Supression System, as specified herein			
			Control Technologies, Inc.	Tomball, TX	175	1,400
			Paradigm Traffic Systems, Inc.	Arlington, TX	285	2,280
			ITS Plus, Inc.	Plano, TX	495	3,960
			Peek Traffic Corporation	Houston, TX	500	4,000
			Trafficware Group Inc	Sugarland, TX	637	5,092
5	LF	8,000	Camera Cable, as specified herein			
			ITS Plus, Inc.	Plano, TX	1	4,000
			Control Technologies, Inc.	Tomball, TX	1	5,520
			Trafficware Group Inc	Sugarland, TX	1	8,000
			Peek Traffic Corporation	Houston, TX	1	9,200
			Paradigm Traffic Systems, Inc.	Arlington, TX	1	10,000
			TOTAL (Items 1-5)			
			ITS Plus, Inc. Items 1, 2B, 4 and 5	Plano, TX	$ 55,640	
			Control Technologies, Inc.	Tomball, TX	74,488	
			Paradigm Traffic Systems, Inc.	Arlington, TX	75,400	
			Peek Traffic Corporation	Houston, TX	82,000	
			Trafficware Group Inc	Sugarland, TX	98,068	

City of Lubbock, TX
Capital Project
Project Cost Detail
August 27, 2015

Capital Project Number:	92216
Capital Project Name:	Traffic Signal Upgrades

	Budget
Encumbered/Expended	
City of Lubbock Staff Time	$ 4,837
Kimley Horn Engineering Contract	1,060,863
Aegis ITS, Inc. Contract	377,511
NX Utilites Fiber Installation Services Contract	821,695
Palmetto Engineering Contract	22,360
Travel	1,531
South Plains Communications (Point to Point Radio System)	68,482
RudggedCom Switches	308,041
LED Signal Indications	22,166
Fiber Equipment	72,620
5.8 GHz Intersection Radios	245,166
Advanced Traffic Controllers Type 2070	336,120
EDI 2018KCLip Signal Monitor	134,115
Computer Equipment and Software	46,620
TMC and Traffic Signal Equipment	316,726
Agenda Items August 27, 2015	
Purchase of Video Detection Systems	55,640
Encumbered/Expended To Date	3,894,493
Estimated Costs for Remaining Appropriation	
Fiber Installation Services	400,000
Fiber Along Arterials	200,000
Unallocated	255,507
Remaining Appropriation	855,507
Total Appropriation	**$ 4,750,000**

Regular City Council Meeting **6. 18.**

Meeting Date: 08/27/2015

Information

Agenda Item

Resolution - Civic Center: Consider a resolution authorizing the Mayor to execute Amendment 1 to contract 11268 between the City of Lubbock and BSA Consulting Engineers, PLLC for additional services for renovations to the Lubbock Memorial Civic Center.

Item Summary

The amendment provides for additional professional services by the Engineer, as directed by City staff, for the renovations of the Lubbock Memorial Civic Center. The scope of work has expanded to include specifications, drawings and construction oversight of light fixtures that provide house lighting for the theater seating area. With the additional scope of work, the professional fee amount of the original agreement will be increased by $9,888 and extend the time frame by 23 months to be terminated at the close of business on September 30, 2016.

Fiscal Impact

$9,134,288 is appropriated in Capital Improvement Project 91195, Civic Center Renovations, with $9,888 available for this purpose.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution - BSA Enginering

Amendment - BSA Engineering

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to Professional Services Agreement 11268 dated May 1, 2013 for renovations at the Lubbock Memorial Civic Center, by and between the City of Lubbock and BSA Consulting Engineers, PLLC, and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

ccdocs/RES. Amendment – PSA 11268 – BSA Consulting Engineers
July 31, 2015

Resolution No. _____ **Contract 11268**

AMENDMENT NO. 1

TO AGREEMENT BETWEEN THE CITY OF LUBBOCK

AND

BSA CONSULTING ENGINEERS, PLLC

THIS IS AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT ("Agreement") dated and entered into the 1st day of May 2013 by and between the City of Lubbock ("City") and BSA Consulting Engineers, PLLC ("Engineer"), of Lubbock, Texas.

The Engineer entered into the Agreement with the City to perform professional services associated with the design, engineering and construction of electrical and mechanical components at the Lubbock Memorial Civic Center. This Amendment extends the term, expands the scope, and increases the payment amount of the Agreement.

This Amendment extends the term of the Agreement an additional 23 months from its original expiration date such that the Agreement shall terminate at the close of business on September 30, 2016.

This Amendment expands the scope of work of the Agreement to require the Engineer to provide specifications, drawings and construction oversight for upgrades to the house lighting fixtures in the Lubbock Memorial Civic Center's theater.

This Amendment increases the payment amount of the Agreement by $9,887.50 such that the City's total payment obligation to the Engineer under the Agreement is $215,987.50.

All other portions of the Agreement shall remain in place and are not altered by this Amendment.

IN WITNESS HEREOF, the parties have executed this Agreement as of this ___ day of _____, 2015.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

ENGINEER

_____
BSA Consulting Engineers, PLLC
14302 Slide Rd., Lubbock, Texas

APPROVED AS TO CONTENT:

Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

Justin Pruitt, Assistant City Attorney

Regular City Council Meeting **6. 19.**

Meeting Date: 08/27/2015

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute purchase order contract 10014949 with Dell Marketing LP for the purchase of rugged tablets and mounting hardware for the new Police Department fleet purchase.

Item Summary

The purchase of the Latitude 7202 Livingstone Rugged Tablets and mounting hardware for the new Police Department vehicles is being made through the City of Lubbock Master Lease program - Fleet Services - Equipment Capital Outlay - Motor Vehicles.

The 25 rugged tablets will be installed in the new Police vehicles and will have an average life span of 4-5 years.

The 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 Chapter 791.025, purchases from DIR contracts meet competitive bid requirements.

Fiscal Impact

The purchase price of $78,390 for the 25 Latitude 7202 Livingstone rugged tablets and mounting hardware is being made through the approved FY 2014-15 City of Lubbock Master Lease Program - Fleet Services - Equipment Capital Outlay - Motor Vehicles.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution & Dell Marketing LP Purchase Order Contract

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock for the State of Texas Department of Information Resources, Purchase Order No. 10014949, in the amount of $78,389.50, for Laptop Computers and related peripheral equipment, 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

S:\cityatt\CCDOCS\RES.PO10014949_Dell_Computers_2015.doc

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 08/11/2015
Order Number 10014949 000 OP
Branch/Plant 100

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 08/11/2015 Freight
Requested 10/01/2015 Taken By S SUMMERS
Delivery Per J Zhine / Req # 46018 Q#1021779815658.1/DIR-SDD-1951

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Latitu 7202 Livingstone Rugged	25.000	2,099.0000	EA	52,475.00	10/01/2015
Tablet					
Pkg, ActAdp, HDM, Slide, TS,	25.000	293.9100	EA	7,347.75	10/01/2015
SP					
Havis Quick Rel Slide: Univers	25.000	47.5100	EA	1,187.75	10/01/2015
Keyboard					
Rugged Mobile Keybd w/External	25.000	381.9100	EA	9,547.75	10/01/2015
USB Hubs,LED Touchpad VESA mnt					
11-16VDC/Dell XPS 13 Ultrabk	25.000	93.2700	EA	2,331.75	10/01/2015
S/T Input Cable					
4G White Combo Antenna for	25.000	114.3900	EA	2,859.75	10/01/2015
XF					
Havis 8.5 Side Mntd Telescopin	25.000	105.5900	EA	2,639.75	10/01/2015
Device Mntg Base-short handle					

Total Order

Terms NET 30

78,389.50

City of Lubbock TEXAS PURCHASE ORDER

Page - 1
Date - 08/11/2015
Order Number 10014949 000 OP
Branch/Plant 100

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	08/11/2015	Freight	
Requested	10/01/2015	Taken By	S SUMMERS
Delivery Per J Zhine / Req # 46018		Q#1021779815658.1/DIR-SDD-1951	

This purchase order encumbers funds in the amount of $78,389.50 awarded to 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 Quote #1021779815658.1/Contract DIR-SDD-1951 dated August 7, 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

Quote 1021779815658.1
CITY OF LUBBOCK

Salesperson

Salesperson Name
Kevin Prifogle

Salesperson Email
Kevin_Prifogle@DELL.com

Salesperson Phone
18009993355

Salesperson Extension
5139195

Quote Details

Quote Date
08/07/2015

Quote Validity
09/06/2015

Solution ID
-

Customer Agreement No.
DIR-SDD-1951

Billing Details

Company Name
CITY OF LUBBOCK

Customer Number
1784159

Phone Number
1(806) 775-2626

Address
PO BOX 2000
LUBBOCK
US

Price Summary

Description	Quantity	Unit Price	Subtotal Price
LAT,7202,LIVINGSTONE	25	$2,099.00	$52,475.00
PKG,ACTADP,HDM,SLIDE,TS,SP	25	$293.91	$7,347.75
HAVIS QUICK RELEASE SLIDE: UNI VERSAL KEYBOARD	25	$47.51	$1,187.75
RUGGED MOBILE KEYBOARD WITH EX TERNAL USB HUBS, WHITE LED, TO UCHPAD, VESA MOUNTIN	25	$381.91	$9,547.75
11-16VDC FOR DELL XPS 13 ULTRA BOOK, S/T INPUT CABLE	25	$93.27	$2,331.75
4G White. Combo Antenna for XF	25	$114.39	$2,859.75
HAVIS 8.5 SIDE MOUNTED TELESCOPING DEVICE MOUNTING BASE: SHORT HANDLE	25	$105.59	$2,639.75

Subtotal	$78,389.50
Tax	$0.00
Shipping and Handling	$0.00
Environmental Fee	$0.00
Total	**$78,389.50**

© 2014 Dell Inc. U.S. only. Dell Inc. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682.

Regular City Council Meeting **6. 20.**

Meeting Date: 08/27/2015

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute purchase order contract 33000646 with Dell Marketing LP for the purchase of rugged tablets and mounting hardware for replacement of the Police Department's E6400 XFR rugged laptops.

Item Summary

The purchase of the Latitude 7202 Livingstone Rugged Tablets and mounting hardware for the replacement of the E6400 XFR rugged laptops in the Police Department vehicles is being made through the City of Lubbock Master Lease program - Toughbook Replacement.

The 117 rugged tablets are for the replacement of the end-of-life E6400 XFR rugged laptops that are currently in the Police vehicles and will have an average life span of 4-5 years.

The 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 Chapter 791.025, purchases from DIR contracts meet competitive bid requirements.

Fiscal Impact

The purchase price of $313,737 for the 117 Latitude 7202 Livingstone rugged tablets and mounting hardware is being made through the approved FY 2014-15 City of Lubbock Master Lease Program - Toughbook Replacement.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution & Purchase Order Contract - Dell Marketing LP

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. 33000646**, in the amount of **$313,736.67**, for Laptop Computers and related peripheral equipment, 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

S:\cityatt\CCDOCS\RES.PO33000646_Dell_Computers_2015.doc

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 08/11/2015
Order Number 33000646 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 08/11/2015 Freight
Requested 10/01/2015 Taken By S SUMMERS
Delivery Per J Zhine / Req # 46022 Q#1021448488571.1/DIR-SDD-1951

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Latitu 7202 Livingstone Rugged	117.000	2,099.0000	EA	245,583.00	10/01/2015
Tablet					
Havis C-ADP-110 Mntg bracket	117.000	12.3100	EA	1,440.27	10/01/2015
Adapter					
Havis Universal Monitor	117.000	47.5100	EA	5,558.67	10/01/2015
Mount					
Havis Quick Rel Slide: Univers	117.000	47.5100	EA	5,558.67	10/01/2015
Keyboard					
Rugged Mobile Keybd w/External	117.000	381.9100	EA	44,683.47	10/01/2015
USB Hubs,LED Touchpad VESA mnt					
11-16VDC/Dell XPS 13 Ultrabk	117.000	93.2700	EA	10,912.59	10/01/2015
S/T Input Cable					

Total Order

Terms NET 30

313,736.67

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 08/11/2015
Order Number 33000646 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 08/11/2015 Freight

Requested 10/01/2015 Taken By S SUMMERS

Delivery Per J Zhine / Req # 46022 Q#1021448488571.1/DIR-SDD-1951

This purchase order encumbers funds in the amount of $313,736.67 awarded to 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 Quote #1012448488571.1/Contract DIR-SDD-1951 dated August 7, 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 C. Grace
Assistant City Attorney

Quote 1012448488571.1
CITY OF LUBBOCK

Salesperson

Salesperson Name
Kevin Prifogle

Salesperson Email
Kevin_Prifogle@DELL.com

Salesperson Phone
18009993355

Salesperson Extension
5139195

Quote Details

Quote Date
08/07/2015

Quote Validity
09/06/2015

Solution ID
-

Customer Agreement No.
DIR-SDD-1951

Billing Details

Company Name
CITY OF LUBBOCK

Customer Number
1784159

Phone Number
1(806) 775-2626

Address
PO BOX 2000
LUBBOCK
US

Price Summary

Description	Quantity	Unit Price	Subtotal Price
LAT,7202,LIVINGSTONE	117	$2,099.00	$245,583.00
Havis C-ADP-110 - Mounting com ponent (bracket adapter) - s teel - black powder coat	117	$12.31	$1,440.27
HAVIS UNIVERSAL MONITOR MOUNT	117	$47.51	$5,558.67
HAVIS QUICK RELEASE SLIDE: UNI VERSAL KEYBOARD	117	$47.51	$5,558.67
RUGGED MOBILE KEYBOARD WITH EX TERNAL USB HUBS, WHITE LED, TO UCHPAD, VESA MOUNTIN	117	$381.91	$44,683.47
11-16VDC FOR DELL XPS 13 ULTRA BOOK, S/T INPUT CABLE	117	$93.27	$10,912.59

Subtotal	$313,736.67
Tax	$0.00
Shipping and Handling	$0.00
Environmental Fee	$0.00
Total	**$313,736.67**

© 2014 Dell Inc. U.S. only. Dell Inc. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682.

Regular City Council Meeting **6. 21.**

Meeting Date: 08/27/2015

Information

Agenda Item

Resolution - GIS and Data Services: Consider a resolution authorizing the Mayor to execute contract 12487 with the Lubbock Metropolitan Planning Organization (LMPO) for GIS data and services.

Item Summary

The GIS and Data Services Department provides demographic and mapping data by contract to the LMPO. The City of Lubbock has provided the service to the LMPO for more than 20 years. The Texas Department of Transportation Travel Demand Model uses the collected land use data to forecast future traffic volumes within the Transportation Analysis Zones. The GIS and Data Services Department provides other demographic data, data analysis and mapping services to the LMPO to meet a variety of state and federal requirements. The City will also make available to the LMPO digital orthophotography and other data and mapping as specified within the scope of services in the proposed. The data created for the LMPO is also an integral part of the City's Geographic Information System, which is used by city departments and Lubbock citizens. The term of the agreement is through September 30, 2016.

Fiscal Impact

The total contract amount is $53,700 which helps fund GIS and Data Services Department personnel.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution and Contract - Lubbock Metro Planning Organization (MPO)

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 Consultant Agreement between the City of Lubbock and the Lubbock Metropolitan Planning Organization (LMPO) to provide Geographic Information System (GIS) services to the LMPO for fiscal year 2015-2016. Said Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager / CIO

APPROVED AS TO FORM:

_____
John C. Grace
Assistant City Attorney

S:\cityatt\CCDOCS\RES MPO-GIS-FY-2015-2016.docx

LUBBOCK METROPOLITAN PLANNING ORGANIZATION
CONSULTANT CONTRACT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF LUBBOCK §

This contract is made, entered and executed between the Lubbock Metropolitan Planning Organization, which is the designated Metropolitan Planning Organization (MPO) of the Lubbock urbanized area & hereinafter called the MPO, and City of Lubbock, hereinafter called the Consultant.

W I T N E S S E T H

WHEREAS, pursuant to provisions of 23 USC 134, the Governor of the State of Texas has designated the MPO to be the single-focus planning organization for the

Lubbock urbanized area(s) and has executed an agreement to effectuate the designation; and,

WHEREAS, pursuant to the Governor's designation and in compliance with applicable federal, state, and local laws, regulations, and ordinances, the MPO has developed and maintains a current Unified Planning Work Program which outlines work tasks and estimated expenditures; and,

WHEREAS, the current Unified Planning Work Program has been approved by the State of Texas, acting by and through the State Department of Highways and Public Transportation, and the U.S. Department of Transportation, acting by and through the Federal Highway Administration; and,

WHEREAS, the current Unified Planning Work Program authorizes the MPO to engage a consultant to perform the services described **in Subtask 2.1 of the 2015 – 2016 Unified Planning Work Program**, and the Consultant has proposed a plan to complete the task, and the MPO has accepted the proposal;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the MPO and the Consultant do mutually agree as follows.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

AGREEMENT

Article 1. Contract Period

This contract becomes effective when fully executed by all parties hereto or on **October 1, 2015,** whichever occurs later, and shall terminate upon the MPO's final approval of work completed by the Consultant or on **September 30, 2016**, whichever occurs earlier, unless otherwise terminated or modified as hereinafter provided.

Article 2. Responsibilities of the Parties

The Consultant shall undertake and complete the task as described in Exhibit A, Scope of Services, and in accordance with all terms and conditions included hereinafter. The MPO shall provide assistance as appropriate and as specified in said Exhibit A, including approval of all work.

Article 3. Compensation

The maximum amount payable under this contract shall not exceed the amount of **Fifty-three thousand seven hundred dollars and NO/100 dollars ($ 53,700.00).** The MPO may make partial proportionate payments of the fixed fee based on the amount of work completed by the Consultant. All payments made hereunder will be made on the basis of reimbursement of actual costs incurred, not to exceed the limits authorized in Article 3, Compensation. To be eligible for reimbursement, a cost must be incurred within the contract period specified in Article 1 above and be authorized or not prohibited in Exhibit A, Scope of Services. All costs must be supported by source documents which comply with generally accepted accounting practices. Payment of costs incurred is further governed by cost principles outlined in the Federal Acquisition Regulation, Part 31, Subpart 31.2, Contracts with Commercial Organizations.

Article 3.1 Consideration

The consideration to be paid for the Services to be provided the MPO as described in Exhibit A shall be on a per-task-completed basis. This amount shall be invoiced to the MPO monthly as work is performed, or as otherwise agreed to in writing by the MPO and Consultant.

Article 3.2 Basis for Compensation

It is understood by the MPO that in some cases the tasks listed in Exhibit A are a continuing process and that the completion of each task is ongoing. The Consultant may charge the MPO on a recurring basis throughout the year provided that the MPO is furnished by the 15th day of each month a detailed description of the task completed including at a minimum:

1. The number of man-hours used to perform the task.
2. Cost per man-hours.
3. Any other cost associated with producing the task.
4. An explanation of how the work produced relates to Consultant's scope of work within the MPO Metropolitan Area Boundary.

5. Completed timesheets of the individuals working on each task that are used to seek reimbursement.

6. Total amount of reimbursement sought for the tasks.

Article 3.3 Funding

The parties hereto agree that funds from which payments if any, under this Agreement shall be made originate from federal and state grant funds, and are subject to and contingent upon continued funding. In the event said funding is discontinued, the MPO shall provide Consultant with seven (7) days notice thereof, and Consultant shall immediately discontinue all activities in progress pursuant to this Agreement.

Article 4. Contract Amendments

Significant changes in the terms and conditions of this contract can be made only by written amendment executed by the parties hereto prior to the changes being made.

Article 5. Additional Work

If the Consultant is of the opinion that any work it has been directed to perform is beyond the scope of this contract and constitutes additional work, the Consultant shall promptly notify the MPO in writing. In the event that the MPO finds that such work does constitute additional work, the MPO shall so advise the Consultant and provide compensation for doing the work on the same basis as the original work *or* the MPO shall advise the Consultant not to perform the work. If the compensation for the additional work will cause the maximum amount payable to be exceeded, a written amendment will be executed. Any amendment so executed must be approved within the contract period specified in Article 1.

Article 6. Changes in Work

When the approved project description requires a completed work product, the MPO will review the work as specified in the approved project description. If the MPO finds it necessary to request changes in previously satisfactorily completed work or parts thereof, the Consultant will make such revisions as requested and directed by the MPO. Such work will be considered as additional work and subject to the requirements established in Article 5.

If the MPO finds it necessary to require the Consultant to revise completed work to correct errors appearing therein, the Consultant will make such corrections, and no compensation will be paid for the corrections.

Article 7. Omitted

Article 8. Inspection of Work

The MPO, the State of Texas, and the U.S. Department of Transportation, and any authorized representative thereof, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises on which it is being performed.

If any inspection or evaluation is made on the premises of a subcontractor, the Consultant shall provide and require his subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

Article 9. Disputes

The parties hereto shall act in good faith to resolve any and all disputes that may arise in connection with this agreement. Consultant shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered into in support of contract work.

Article 10. Noncollusion

The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for him/her, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this contract. Consultant shall also certify that he/she has not lobbied any federal officer or employee for awarding this contract pursuant to the certification at Appendix B.

Article 11. Reporting

The Consultant shall submit quarterly performance reports that provide as a minimum:

1. A comparison of actual accomplishments to the goals established for the period,

2. Reasons why established goals were not met, if appropriate, and

3. Other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

The Consultant shall submit a final report within 90 days after completion of the contract. The Consultant shall promptly advise the MPO in writing of events which have a significant impact upon the contract, including:

(1) Problems, delays, or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

(2) Favorable developments or events that enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

Article 12. Records

The Consultant agrees to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and work performed hereunder and shall make such materials available at its office during the contract period and for three years from the date of final payment under the contract. Such materials shall be made available during the specified period for inspection by the authorized representatives of the MPO, the State of Texas, the U.S. Department of Transportation and the Office of the Inspector General, for the purpose of making audits, examinations, excerpts, and transcriptions.

Article 13. Subcontracts

Any subcontract for professional services rendered by individuals or organizations not a part of the Consultant's organization shall not be executed without prior authorization and approval of the subcontract by the MPO. Subcontracts in excess of $25,000 shall contain all required provisions of this contract.

Article 14. Termination

Either party to this Agreement may terminate this contract in part or in whole at any time before the date of completion whenever it is determined that the other party has failed to comply with the conditions of the contract. The terminating party shall give written notice to the other party at least seven days prior to the effective date of termination and specify the effective date of termination and the reason for termination.

If both parties to this contract agree that the continuation of the contract in whole or in part would not produce beneficial results commensurate with the further expenditure of funds, the parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.

Upon termination of this contract, whether for cause or at the convenience of the parties hereto, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc., prepared by the Consultant shall, at the option of the MPO, be delivered to the MPO with no restriction on future use.

The MPO shall compensate the Consultant for those eligible expenses incurred during the contract period which are directly attributable to the completed portion of the work covered by this contract, provided that the work has been completed in a manner satisfactory and acceptable to the MPO. The Consultant shall not incur new obligations for the terminated portion after the effective date of termination.

Article 15. Remedies

Violation or breach of contract terms by the Consultant shall be grounds for termination of the contract.

This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

Article 16. Compliance With Laws

The Consultant shall comply with all Federal, State, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this contract, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Consultant shall furnish the MPO with satisfactory proof of its compliance therewith.

Article 17. Successors and Assigns

The MPO and the Consultant each binds itself, its successors, executors, assigns and administrators to the other party to this agreement and to the successors, executors, assigns and administrators of such other party in respect to all covenants of this agreement. Neither the MPO nor the Consultant shall assign, sublet, or transfer his interest in this agreement without written consent of the other.

Article 18. Ownership of Documents

Upon completion or termination of this contract, all documents prepared by the consultant or furnished to the consultant by the MPO shall be delivered to and become the property of the MPO. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the MPO without restriction or limitation of further use.

Article 19. Signatory Warranty

The undersigned signatory for the Consultant hereby represents and warrants that signatory is an officer of the organization for which signatory has executed this contract and that signatory has full and complete authority to enter into this contract on behalf of the firm.

Article 20. Consultant Resources

The Consultant warrants that it presently has adequate qualified personnel in its employment for performance of services required under this contract. Unless otherwise specified, the Consultant shall furnish all equipment, materials, and supplies required to perform the work authorized herein. All employees of the Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

Article 21. Equal Employment Opportunity

The Consultant agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR 60).

Article 22. Nondiscrimination

During the performance of this contract, the Consultant, its assigns and successors in interest, agrees as follows:

1. *Compliance with Regulations:* The Consultant shall comply with the following regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

    A. Title VI of the Civil Rights Act of 1964, as amended (42 U.S. C. 2000d-1) and 49 CFR part 21;

    B. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;

    C. Section 110(b) of the SAFETEA-LU (Pub. L. 109-59) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;

    D. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;

    E. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;

    F. the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance.

    G. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and

    H. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

2. *Nondiscrimination:* The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 and Part 710.405(b) of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. *Solicitations for Subcontracts, Including Procurements of Materials and Equipment:* In all solicitations either by competitive bidding or negotiation made by the Consultant for

work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

4. *Information and Reports:* The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Highways and Public Transportation or the U.S. Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State Department of Highways and Public Transportation or the U.S. Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

5. *Sanctions for Noncompliance: In* the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the State Department of Highways and Public Transportation shall impose such contract sanctions as it or the U.S. Department of Transportation may determine to be appropriate, including but not limited to:

   A. withholding of payments to the Consultant under the contract until the Consultant complies, and/or

   B. cancellation, termination, or suspension of the contract in whole or in part.

6. *Incorporation of Provisions:* The Consultant shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the MPO may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the MPO to enter into such litigation to protect the interests of the MPO; in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Article 23. Minority Business Enterprises

It is the policy of the U.S. Department of Transportation that Minority Business Enterprises as defined in 49 CFR 23, Subpart A, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently the Minority Business Enterprise requirements of 49 CFR 23, exclusive of Subpart D, apply to this contract as follows:

1. The Consultant agrees to insure that Minority Business Enterprises as defined in 49 CFR 23, Subpart A, have the maximum opportunity in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with 49 CFR 23,

exclusive of Subpart D, to insure that Minority Business Enterprises have the maximum opportunity to compete for and perform contracts.

2. The Consultant and any subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts funded in whole or in part with Federal funds.

These requirements shall be physically included in any subcontract. Failure to carry out the requirements set forth above shall constitute a breach of contract and, after the notification of the MPO, may result in termination of the contract by the MPO or other such remedy as the MPO deems appropriate.

Article 24. Delinquent Tax Certification

Pursuant to Article 2.45 of the Business Corporation Act, Texas Civil Statutes, which prohibits the State from awarding a contract to a corporation that is delinquent in paying taxes under Chapter 171, Tax Code, the Consultant hereby certifies that it is not delinquent in its Texas franchise tax payments, or that it is exempt from or not subject to such tax. A false statement concerning the corporation's franchise tax status shall constitute grounds for cancellation of the contract at the sole option of the State.

Article 25. Debarment/Suspension

The MPO is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension.

The MPO shall require any party to a subcontract or purchase order awarded under this contract as specified in Title 49 of the Code of Federal Regulations, Part 29 (Debarment and Suspension) to certify its eligibility to receive federal funds by executing the Debarment Certification at Appendix A.

Article 26. Clean Air Act: Air Pollution Prevention & Control

All State and local transportation officials will take in a 3-C planning process in nonattainment areas to determine which planning elements will be developed, adopted, and implemented to maintain or improve the air quality for said area. In non-attainment areas that include more than one state, the affected states may jointly undertake and implement air quality planning procedures. Activities not conforming to approved plans will be given to those projects or programs that achieve and maintain national primary ambient air quality standards. (49 USC, Ch. 85, Sec's 7408, 7410, 7504, 7505a, 7511, 7506(c) and (d) and 7604; 49 USC, Ch. 53, 23 USC, Sec. 134). The Consultant will maintain all applicable national primary ambient air quality standards during the discharge of all work tasks as set out in this contract.

Article 27. Buy America/Cargo Preference

To the extent the requirements might apply, the Consultant agrees that he/she will comply with applicable Buy America requirements set forth in Section 401 of the Surface Transportation

Assistance Act of 1978 (P.L. 95-599) and the Federal Transit Administration's Buy America regulations in 49 CFR 660 through its contract with the MPO. The Consultant also agrees to comply with the Cargo Preference Requirements Act set forth in 46 U.S.C. 1241 and Maritime Administration regulations set forth in 46 CFR 381 through its contract with the MPO.

Article 28. Independent Contractor

It is understood and agreed that Consultant is to perform the Services in a sound and professional manner and exercising the degree of care, skill, and diligence in the performance of the Services as is exercised by a professional under similar circumstances and Consultant hereby warrants to the MPO that the Services shall be so performed. Further, Consultant is and shall be considered at all times an independent contractor under this Agreement and/or in its service, hereunder. During the performance of the Services under this Agreement, Consultant and Consultant's employees will not be considered, for any purpose, employees or agents of the MPO within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury, or taxes of any kind.

Article 29. Credit and Disclaimer Statement

Pursuant to requirements of 23 USC Section 104(f), Consultant shall include the following Credit and Disclaimer statement verbatim in all reports produced for this contract.

The preparation of this report has been financed in part through grant(s) from the Federal Highway Administration and Federal Transit Administration, under the Metropolitan Planning Program, Section 104(f) of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.

Article 30. Miscellaneous

Any notice required by this Agreement shall be deemed to be properly served, if (i) provided in person or by telephonic facsimile; or (ii) deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

Notice shall be deemed to be received when delivered if provided in person or by telephonic facsimile or, if deposited in the United States mail, as set forth above, three (3) days after depositing such notice in the United States mail, as set forth above.

Notice shall be given to:

For MPO:

H. David Jones, MPO Executive Director
Lubbock Metropolitan Planning Organization

916 Main Street, Suite 445
Lubbock, Texas 79401
Facsimile: (806) 775-1675

w/ copy to:

City Attorney
City of Lubbock
P.O. Box 2000
Lubbock, Texas 79457
Facsimile: (806) 775-3307

For Consultant:

Sally Abbe
GIS and Data Services Director
City of Lubbock
P.O. Box 2000
Lubbock, Texas 79457
Facsimile: (806) 775-1675

w/ copy to:

City Secretary
City of Lubbock
P.O. Box 2000
Lubbock, Texas 79457
Facsimile: (806) 775-3983

Article 31. Venue

THIS AGREEMENT IS TO BE CONSTRUED UNDER TEXAS LAW WITHOUT REGARD TO CONFLICT OF LAW RULES THAT WOULD DIRECT APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. THE OBLIGATIONS OF THE PARTIES CREATED BY THIS AGREEMENT ARE PERFORMABLE, AT LEAST IN PART, IN LUBBOCK COUNTY, TEXAS. VENUE FOR ANY ACTION BROUGHT PURSUANT TO THIS AGREEMENT, OR ACTIVITY CONTEMPLATED HEREBY, SHALL EXCLUSIVELY BE IN LUBBOCK COUNTY, TEXAS.

Article 32. Entire Agreement

This Agreement represents the entire and sole agreement between the MPO and Consultant with respect to the subject matter hereof and supersedes any and all prior negotiations,

understandings, representations or other agreements, whether written or oral. This Agreement may not be modified or amended except in writing and duly executed by each party hereto.

Article 33 No Joint Venture

Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between Consultant and the MPO.

Article 34 Savings Provision

If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render it valid and enforceable so long as said modification is reasonably within the intent of the parties as originally expressed. In the event such provision may not be so modified, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect as if such provision had not been included in this Agreement.

Article 35 No Third Party Beneficiaries

Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than MPO and Consultant.

Article 36 Authority

Consultant represents and warrants to MPO that it has taken all actions necessary to authorize the party executing this Agreement to bind, in all respects, Consultant to all terms and provisions of this Agreement and that such person possesses authority to execute this Agreement and bind Consultant hereto.

Article 37 Non-Arbitration (Required by the City of Lubbock)

The Consultant 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 Consultant shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this Agreement, the former shall control.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives this _____ day of _____, **2015**.

MPO	**CONSULTANT**
Patti Jones, Chair Transportation Policy Committee	Glen C. Robertson, Mayor City of Lubbock
ATTEST:	ATTEST:
Tammy Walker, MPO Secretary	Becky Garza, City Secretary
AS TO CONTENT:	AS TO CONTENT:
H. David Jones MPO Executive Director	Mark Yearwood, Assistant City Manager and CIO
AS TO FORM:	AS TO FORM:
Laura Pratt Assistant City Attorney, On Behalf of the MPO, Per MOU	John C. Grace Assistant City Attorney, On Behalf of the City

S:\cityatt\CITYATT\JOHN\GIS\GIS Agree Scope of Services 2016.docx

Exhibit "A"
Scope of Services

Geographic Information Systems (GIS)

The following items shall be included in the scope of services to be rendered by Consultant pursuant to this Agreement, hereinafter referred to as "Project". It is understood and agreed that unless this Agreement is extended by Parties, mutually and in writing, no activity or compensation therefore shall be made after September 30, 2016, and that the Project shall be completed in full before said date except as otherwise provided for in this Scope of Services.

The stated purpose of this project is to enhance the ongoing update of the City of Lubbock Enterprise GIS Data in order to be able to provide more accurate data input to the Texas Department of Transportation's (TxDOT's) Travel Demand Model for forecasting future traffic volumes within the Transportation Analysis Zones (TAZ).

This project will result in spatial and tabular datasets, including geographic and demographic information for areas inside the Metropolitan Area Boundary (MAB) and the Transportation Analysis Zones (TAZ). Products include:

1. Spatial and tabular data, including political and census boundaries, TAZ and Serial Zone and other special areas as needed;

2. Geocoded street centerline information for areas within the Transportation Analysis Zones (TAZ). The centerline segments will be maintained by 100 blocks to facilitate traffic modeling;

3. Flood plain data within the approved TAZ to the extent that such data is available from FEMA and other sources;

4. Demographic data, as it becomes available from the Census Bureau and other sources;

5. Bus routes and stops, bus shelters, major traffic generators and other transit improvements to facilitate Title VI compliancy when requested by the MPO and with the cooperation of Citibus;

6. Detailed parcel mapping and database information, including land use, processed from Lubbock Central Appraisal records, plats, building permits, and other sources for the area within the Lubbock city limits. Services include daily database maintenance and record maintenance to ensure accurate and comprehensive data in the City's land use database;

7. More general land use information may be collected for areas outside the city limits but within the Metropolitan Area Boundary (MAB) and Transportation Analysis Zones (TAZs) from available sources as needed.

City will manage the Travel Demand Update data by Traffic Analysis Zones and will be able to produce studies including but not limited to:

1. Revising statistical data by TAZ from multiple sources, including identifying special generators;

2. Reviewing the demographic chapter of the Lubbock Metropolitan Plan;

3. Providing demographic information as requested by the LMPO

4. Maintaining current geographic and political boundaries, including TAZ, for the Census Bureau; and

5. Other activities as requested by the MPO.

6. City will also assist the MPO in updating the Travel Demand Model through GIS assistance, including map production. City will also assist in map production for Title VI and Environmental Justice requirements.

7. City will also provide information about buildings, structures and sites for Section 106 review of projects in the MPO area, using the existing resources of the City of Lubbock Historic Site Survey and the Lubbock County Historical Survey (2008-2010). This does not, however, obligate the City to undertake additional historical research for MPO projects nor to act as a cultural resources consultant on projects in the MPO area.

8. City will include the LMPO on its enterprise license agreement with Esri, and make available all software and extensions that are included within that agreement to the LMPO.

9. At the conclusion of this Scope of Services, City will be able to produce a land use analysis, demographic characteristic analysis, and limited environmental analysis for areas within the Metropolitan Area Boundary (MAB) and the Transportation Analysis Zones (TAZ). The information available to the MPO may be collected from other sources and agencies (including Lubbock Central Appraisal District and Lubbock Emergency Communication District) in addition to being created by the GIS and Data Services Department.

All subtasks set out in this Scope of Services shall be complete on or before **September 30, 2016** unless extended by the Technical Advisory Committee and approved in the following year's Unified Planning Work Program. This task and all associated sub-tasks are annual ongoing elements.

Construction and/or performance progress shall be reported monthly to the Technical Advisory Committee by the Project Manager.

Consultant will be responsible for any and all research, investigation, and data recovery necessary to perform the described services.

Consultant will be responsible for any and all data interpretation, compilation and entry necessary to complete this project.

Consultant will be responsible for any survey necessary to perform the data collection, all coordination among the stakeholders, and any mobilization necessary to implement the services to be provided.

Collected data will be used by the Lubbock Metropolitan Planning Organization (LMPO) to update the Travel Demand Model, Metropolitan Transportation Plan, Transportation Improvement Program, and the Congestion Management Plan as required by law and policies of the various stakeholders.

APPROVED:

H. David Jones	Mark Yearwood
Transportation Planning Director	Assistant City Manager and CIO

APPENDIX A
DEBARMENT CERTIFICATION
(Negotiated Contracts)

(1) City of Lubbock, as **CONSULTANT,** certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this proposal 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* 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;

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

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default.

(2) Where the **CONSULTANT** is unable to certify to any of the statements in this certification, such **CONSULTANT** shall attach an explanation to this certification.

*federal, state or local

_____
Authorized Signatory, Title
Glen C. Robertson, Mayor

_____
Date

APPENDIX B
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Consultants shall certify and disclosure accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____

Authorized Signatory, Title
Glen C. Robertson, Mayor

_____

Date

Regular City Council Meeting **6. 22.**

Meeting Date: 08/27/2015

Information

Agenda Item

Resolution - Citibus: Consider a resolution authorizing the Mayor to execute contract 12479 with AT&T Global Services for an embedded CM G430/S8300 phone system.

Item Summary

The Citibus phone system is outdated and in need of replacement. The current system experiences many problems with phone calls and voice mails. The West Texas weather, which includes rain, snow, and major wind storms, often causes the system to stop working. The age of the system makes it difficult to find someone to repair it. The new system will include fifty IP sets and eight analog ports and three years of maintenance service.

The $62,318 purchase is available from AT&T Global Service though a State of Texas Department of Information Resources (DIR) Contract DIR-TSO-2652. 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, DIR has met the competitive bid requirements.

Fiscal Impact

The cost of the new phone system is already included in the FY 2014-15 Citibus budget. There will be no additional cost to the City of Lubbock.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution and Contract - AT&T Global Services

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. DIR-TSO-2652 / 12479 for Citibus Embedded CM G430/S8300 System, by and between the City of Lubbock and AT&T Global Services, of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

ccdocs/RES. Contract – 12479 – AT&T-Citibus
August 10, 2015

6/17/2015

Contract: DIR-TSO-2652

City of Lubbock

Citibus Embedded CM G430/S8300 System

Equipment Code	Description	QTY	Customer Unit Price	Customer Total Price
Main Equipment Section				
AUS2215622				
185446	AVAYA COMMUNICATIONS SOLUTION	1	0.00	0.00
226588	CM S8300 G430 MODEL NEW	1	0.00	0.00
225185	AVAYA AURATM R6 ANALOG NEW LIC	8	22.08	176.64
227273	SAL POLICY SRVR LIC R1.5 DWNLD	1	0.00	0.00
259401	MEDIA ENCRYPTION R6+/MBT	1	0.00	0.00
266524	R6 EMBEDDED CM ONLY SOLUTION TRK	1	0.00	0.00
273122	SAL STDALN GATEWAY LIC R2 DWNLD	1	0.00	0.00
339400	AURA CORE R6 NEW SFTW LIC	50	151.80	7,590.00
339420	CORE R6 EDP R3 USER LIC /E	50	0.00	0.00
339421	CORE R6 ASBCE R6.2+ STD /E	16	0.00	0.00
339422	CORE R6 ASBCE R6.2+ ADV /E	8	0.00	0.00
339423	CORE R6 ASBCE R6.2+ STD HA /E	16	0.00	0.00
339424	CORE R6 ASBCE R6.2+ ADV HA /E	8	0.00	0.00
339425	CORE R6 MSG SEAT BASIC R6 /E	50	0.00	0.00
339426	CORE R6 AMM R2 BASIC USR LIC /E	50	0.00	0.00
339427	CORE R6 FLARE/COMM IPAD R2/E	50	0.00	0.00
339428	CORE R6 1X MBL SIP CLIENT R5 /E	50	0.00	0.00
339429	CORE R6 AES UNIFIED DESKTOP R6 /E	50	0.00	0.00
339431	CORE R6 EC500 SM R9 /E	50	0.00	0.00
339432	CORE R6 ONE-X CES R6 /E	50	0.00	0.00
339433	CORE R6 ONE-XC VIDEO R6 /E	50	0.00	0.00
339434	CORE R6 MGMT SITE ADMIN R6 /E	1	0.00	0.00
339436	CORE R6 SM SIP CONN R6 /E	50	0.00	0.00
339437	CORE R6 PRESENCE SERVICES R6 /E	50	0.00	0.00
339439	CORE R6 CMM R6 /E	50	0.00	0.00
339441	CORE R6 FLARE/COMM WINR2/CM6/E	50	0.00	0.00
339442	CORE R6 1XC MAC OS R2 /E	50	0.00	0.00
339443	CORE R6 ONE-X COMM R6 /E	50	0.00	0.00
340153	AVLIVE VIDEO RIGHT TO DISCOUNT	2	0.00	0.00
381760	CORE R6 COMM MS LYNC R6 /E	50	0.00	0.00
700500751	ADMIN TOOLS R6.0 CD	1	33.21	33.21
700507385	CM MSGING R6.3 MEDIA KIT	1	27.51	27.51
405362641	PWR CORD USA	2	12.70	25.40
700406101	DS1 LOOPBACK JACK 700A RHS	1	104.88	104.88
700406267	S8300/S8400 CD/DVD ROM DRIVE RHS	1	193.20	193.20
700463532	S8300D SERVER - NON GSA	1	1,987.20	1,987.20
700466626	MM711 ANLG MEDIA MODULE - NON GSA	2	883.20	1,766.40
700466634	MM710B E1/T1 MEDIA MODULE - NON GSA	1	1,656.00	1,656.00
700476401	EM200 BRANCH EXPANSION UNIT NON-GSA	1	414.00	414.00
700505969	AVAYA AURATM R6.3.0 SFTW DVD	1	27.60	27.60
700506958	G430 MP120 MEDIA GATEWAY NON GSA	1	1,435.20	1,435.20
700509921	AVAYA AURA SYS PLATFORM 6.3.7 DVD	1	27.60	27.60
700383326	96XX RPLCMNT LINE CORD	52	6.68	347.36
700393523	120A CSU CABLE 25FT RHS	1	28.70	28.70
700504844	IP PHONE 9608 GLOBAL	50	184.37	9,218.50

6/17/2015

Contract: DIR-TSO-2652

City of Lubbock

Citibus Embedded CM G430/S8300 System

Equipment Code	Description	QTY	Customer Unit Price	Customer Total Price
Ancillary Equipment Section				
SIG-PREREG-STC	Catalyst Pre-Registration (Qty 1 req. per site (or Sold-to))	1	224.25	224.25
	Discounted Customer Equipment Price		$	25,283.65
	Total Equipment and Software Price		**$**	**25,283.65**
Implementation Services Section				
	Installation Services		$	18,156.59
	Training		$	0.00
	Scansource CM Implementation		$	13,431.00
	Total Implementation Services Price		**$**	**31,587.59**
Avaya Maintenance Services (3 Year Contract, Annual Billing, 8x5 Coverage)				
232253	SA CM MODEL	1		
237518	SA PREF AURATM R6 ANLG 3YAN	8		
288979	SA PREF AURA CORE R6 3YAN	50		
232282	SA MODEL	1		
230020	SA PARTS NBD CM SM SRV 3YAN	1		
230140	SA PARTS NBD CM SM GTWY 3YAN	1		
	Avaya Maintenance Services (3 Years) ($1,815.45 billed annually)		**$**	**5,446.35**

Solution Pricing Summary

Total Equipment and Software Price	$	**25,283.65**
Total Implementation Services Price	$	**31,587.59**
Subtotal	$	**56,871.24**
Avaya Maintenance Services (3 Years)	$	**5,446.35**
Total Solution Price	$	**62,317.59**

Taxes, if applicable, to be invoiced on final bill.
Quote valid until September 08, 2015

* AT&T and Customer Confidential Information

AT&T

Exhibit 1: Scope of Work Addendum

for

City of Lubbock

Customer Information (Billing):

City of Lubbock
801 Texas Ave.
Lubbock, TX 79401
Contact Name: Clifford Crow
Contact Phone Number: 806-775-2357

Project General Information:

Description/System Type: Citibus Embedded CM G430/S8300 System
Sales Channel Name: Brad Hays
Sales Channel Phone: 806-470-9284

Citibus Embedded CM G430/S8300 System

General Description of Project

This Statement of Work ('SOW') between AT&T Global Services and City of Lubbock provides information and terms and conditions regarding the implementation for the equipment contained in this proposal.

This quote will implement an Embedded CM6 G430/S8300 system to support 50 IP stations, 8 analog station ports, 1 PRI to the PSTN, and 4 analog PSTN trunks.

AT&T will be responsible for all rack & stack efforts including connecting the system to the customer network, setting and testing all stations, and testing all trunks as required. AT&T to provide Network Readiness Assessment for 1 Core location.

CM will be staged and configured at the vendor/contractor facility.
Vendor/contractor will provide installation programming and translations for the G430 gateway and S8300 media server, 1 MM710 E1/T1 media module, and 2 MM711 analog media module.
Vendor/contractor will provide on-site end-user training for telephones with CM Messaging.
Vendor/contractor will provide remote day 1 support.

Install 1 G450 gateway with S8300 media server in customer provide 19" data rack and connect to the LAN.
Install and configure embedded SAL as required for remote monitoring and maintenance.
Install 50 IP 9608 telephones using customer provided ethernet PoE LAN switch ports and required patch cords.
Install 1 MM710 to support a PSTN PRI.
Install 2 MM711's to support 4 analog trunks and 8 analog station ports.
Perform all tests to insure correct system operation.

IT IS ASSUMED THAT THE CUSTOMER NETWORK IS SUFFICIENT TO SUPPORT IP TELEPHONY WITH ALL QoS MECHANISMS ACROSS ALL NETWORK ELEMENTS.
THE CUSTOMER IS RESPONSIBLE FOR PROVIDING A 19" DATA RACK TO SUPPORT THE INSTALLATION OF THE AVAYA GATEWAY/SERVER.
THE CUSTOMER IS RESPONSIBLE FOR PROVIDING ALL ETHERNET LAN SWITCH PORTS WITH PoE FOR IP TELEPHONES.

Project Design Summary

City of Lubbock - CM

General Location Information

Site Description: CM

The Site ID / Sold To Number is TBD

Implementation Location

801 Texas Ave.

Lubbock

Texas

79401

Clifford Crow

806-775-2357

ccrow@mail.ci.lubbock.tx.us

General Project Information and Notes

Quote for this location is valid until September 08, 2015

Cutover date not specified. Estimated time from PM team assignment to cutover will be approximately 5 weeks for this location based on the solution. However, this is only an estimate and does not take into account multisite/multiphased projects. Actual cutover schedule will need to be agreed upon with Project Management.

Special Project Notes

Secure Access Link (SAL) will be used for remote support of the equipment at this location based on the terms of the maintenance/support contract (if applicable).

Station Data

50 IP Set(s) (New)

50 9608

Note: Customer is responsible for ensuring DHCP is setup correctly for IP sets/softphones prior to implementation.

8 Analog Ports (ex. modems, fax machines, etc.)

Note: Installation of analog sets/ports include MDF crossconnects. IDF crossconnects are not included.

Station Reviews

AT&T will perform station reviews for the programming of stations. Standard pricing includes a maximum of 6 templates to be filled out by the customer. AT&T will provide the template spreadsheets to the customer during the implementation preparation for the solution and show the customer how to populate the spreadsheets. Additional charges may apply if the number of templates required exceeds 6, if direct review is required with departments, and/or the template spreadsheets are not fully completed by the customer and provided back to AT&T within customer/AT&T agreed milestones.

A template spreadsheet is a form for the customer to fill out indicating the desired features for a group of users. Groups of users are determined by having different features (ex. transfer, conference, EC500, etc.), different number of line appearances, different restrictions, different set types, etc. Each group will require a template. As noted above, standard pricing includes a maximum of 6 templates. Example: Let's say there are 2 set types. One set type has 2 groups with different features on the sets. The other set type has 3 groups with a different number of line appears. The total templates required in this simple example are 5.

Trunk Data

Trunking Configuration

1 T1s/PRIs for Incoming and Outgoing (PSTN)

4 Local analog trunks (CO, DID, etc.)

Note: It is assumed T1/PRI network demarcs are co-located with the proposed equipment. Any demarc extensions are the responsibility of the customer or billed at T&M rates.

Dial Plan and Network Connectivity Information

BARS (Basic Automatic Route Selection) or ARS (Automatic Route Selection) Programming Included

AT&T will provide all network services.

AT&T will Reuse Current Demarcation provided it is co-located with the installation of the new equipment. Additional charges may apply if the Demarcation must be extended

AT&T will provide crossconnects of the proposed equipment to the MDF. (MDF documentation will need to provided by the customer.)

Secure Access Link (SAL)

1 SAL server(s) being setup on System Platform

Please note, an Internet connection will be required for SAL

Project Management will handle global registration, SAL Form, and necessary paperwork for onboarding.

Avaya Aura Communication Manager

Call Server

Model Type: CM Embedded

Resiliency: Simplex

Location Type: Core

New solution being proposed

Proposed Software Release and Level

Communication Manager Release 6.3

Licenses

50 Core Suite Licenses (50 New, 0 Existing)

CM Core and Remote Servers

1 CM Core Server (Core)(S8300)

Media Gateways

1 Media Gateways (new/add)

1 G430

Avaya CM Messaging

New voice mail platform being proposed

Voice mail platform will be a CM Messaging

Software Licenses

50 voice mailbox licenses

Programming included in proposal for 50 mailboxes

Miscellaneous

Additional Implementation Notes

5.5 hours of post cutover implementation coverage has been included

Additional Implementation Notes

Project Cutover Information

Overtime has been included. Implementation and configuration in agreement with the customer prior to cutover will occur during normal business hours if possible.

Network Readiness Assessment and Field Engineering

Network Readiness Assessment

Customer must review and sign the Customer Network Readiness Acknowledgement.

Unless stated differently in the General Description section, the scope of this project does not include the LAN/WAN equipment or network infrastructure required to meet and support the VoIP application through the customer's network. It is the customer's responsibility (or covered under a separate scope/project) to insure that the LAN and WAN infrastructure will meet and support VoIP specifications that provide acceptable VoIP bandwidth and transmission quality. A high performance network must be in place prior to VoIP implementation as described in the attached AT&T / Avaya specifications.

A Network Readiness Assessment is included as part of this proposal. The assessment will be conducted and a report generated prior to any final determination of the implementation schedule. Any network deficiencies found during the assessment or during implementation of the solution must be remedied by the customer or its designated vendor prior to project implementation.

The Network Readiness Assessment will be performed by AT&T Field Services. The assessment has been sized for 1 core locations and 0 remote locations. Changes to this scope may incur additional charges.

Project Management Notes

AT&T Project Management has been included for this location.

Implementation of this location will occur in a single phase cut-over. Additional charges may be required as a result of additional phases being added after the purchase of the solution.

Heritage Avaya Warranty Labor (if applicable)

AT&T does not provide warranty labor for new heritage Avaya products. While software and hardware warranties are in affect, if customers do not elect to purchase maintenance coverage at the point of sale will only be covered by the factory warranty, which does not include
any on-site support or advance delivery of replacement parts. Also, warranty coverage does not include 24x7 monitoring and alarm resolution provided by diagnostic tools. Note, this does not apply to heritage Nortel products, only heritage Avaya.

Additional Configuration and Options Information:

Installation and Testing

AT&T will coordinate/provide installation, testing, and documentation of the proposed solution as outlined in this scope of work.

AT&T Project Management has been included for overall managing of the project.

Equipment room requirements and drawing will be provided.

Customer will be required to interface with their network vendor(s) in the case where the network is not AT&T provided. If delays are encountered due to the network vendor(s), charges at a Time and Material rates may apply.

As a general practice, AT&T (or an entity representing AT&T) will perform the following unless noted differently in this scope of work:

- System burn-in, testing, and verify functionality per manufacturer specifications.
- Designate, place, and test all equipment per the equipment list.
- Clean-up debris in work area to customer-provided disposal site.

Cabling Information

For locations where AT&T will NOT be providing Tone, Tagging, and Testing or a turnkey cabling solution:

The customer will provide AT&T with good cable records and assume responsibility for all station cabling and associated records not identified above. AT&T's responsibilities shall be limited to cross connecting station wiring to the MDF in the main equipment room where the Avaya equipment cabinets are installed. The customer shall be responsible for all station wiring and connectivity beyond the MDF, including all intermediate cross-connections.

For all Digital and Analog legacy telephones instruments, Pair 1 (blue/white), of CAT 3 or equivalent, of each horizontal station cable for each telecom outlet shall be terminated on the center pins of a 6-position outlet.

The customer shall provide AT&T with clearly marked floor plans/cable records in an agreed upon electronic format for all locations identifying the corresponding MDF cable and pair number and station device for each TO. Where necessary and mutually agreed upon, AT&T will provide assistance for the tone and tag, or problem resolution, of the customer's station wiring on a time and material basis.

If the solution includes voice of IP stations, please note this proposal does not include the LAN/WAN equipment or network infrastructure required to meet and support the VoIP application through the customer's network (unless specified differently elsewhere in this scope of work). It is the customer's sole responsibility to insure that the LAN and WAN infrastructure will meet and support VoIP specifications that provide acceptable VoIP quality. Please refere to the Customer Network Readiness Acknowledgement for more details.

The customer shall provide AT&T with clearly marked floor plans/cable records in an agreed upon electronic format for all IP set locations where AT&T is placing and testing the IP devices. Where necessary and mutually agreed upon, AT&T can provide an network assessment of the existing data network for an additional charge.

Additional Installation and Testing Notes

Subcontractor/3rd Party Vendor Note (if applicable): Vendor shall not commence, nor shall AT&T be obligated to pay for, any work outside the work specified in this Statement of Work unless such work has been approved by an authorized AT&T representative in advance, as evidenced by a written Job Change Order (JCO) signed by both parties.

System Environmental Information

This telecommunications system is processor based and considered sensitive electronic equipment. The environment provided for the system equipment can have a significant effect on both the effective operation and durability of the equipment.

The equipment room readiness requirements and date will be discussed at the first implementation kickoff meeting. Failure to meet the equipment room readiness date will result in a delayed cutover and possible additional charges.

We recommend our customers provide an environment offering system equipment conditions as follows:

1. Dedicated electrical facilities that offer system components a single point of ground (SPG) reference.
2. A stable atmosphere (around the clock, 365 days a year) offering the system a temperature of approximately 74 degrees Fahrenheit at relative humidity levels from 35% to 65% non-condensing.
3. A clean and well-ventilated room having a vinyl or mastic tile floor and offering adequate lighting and security.

Listed below are the specific Power and Environmental requirements for the proposed project:

Please be aware the above conditions are representative of the system equipment manufacturers conditions of equipment warranty.

Note: It is also recommended that any sprinkler heads in the immediate vicinity of the equipment be equipped with high temperature sensors and caged to prevent accidental water damage.

If you require more details to your system or have questions with regard to the above stated conditions, please contact your Project Manager or Salesperson to initiate your inquirey. AT&T engineers and staff are available to assist with technical questions.

RESTRICTED - PROPRIETARY INFORMATION
This document contains Proprietary Information which is provided solely in connection with the specific opportunity identified herein. AT&T provides this proprietary information to the organization named, solely for its use in connection with this opportunity and it may not be disclosed to anyone outside the named parties without the prior written consent of AT&T.

Customer Initial

Exhibit 2: Customer Network Readiness Acknowledgement

Customers who purchase Voice over IP (VoIP) and/or IP Telephony products must ensure that the LAN /WAN configurations meet or exceed Customer Network Requirements (as detailed herein) throughout the Customer's network infrastructure. It is solely Customer's responsibility to ensure that the LAN/WAN infrastructure will meet VoIP specifications that provide acceptable VoIP quality. Network reconfiguration (and/or upgrades of the data network - including LAN/WAN hardware/software) to meet VoIP quality specifications are the responsibility of the Customer. FAILURE TO MEET SUCH SPECIFICATIONS MAY IMPACT VoIP CALL QUALITY, OR EVEN THE ABILITY TO COMPLETE VoIP CALLS, INCLUDING 911 CALLS.

To successfully implement VoIP, the Customer's network must be able to support the demands of voice traffic concurrently with the data demands. Thus, a network sufficient to meet the Customer Network Requirements specified below must be in-place prior to VoIP equipment implementation. Without such a high-performance network infrastructure, a VoIP product may result in undesirable performance and/or inconsistent performance. It should also be noted that future changes affecting the Customer's network - such as increased traffic, added or modified applications, or new locations - may adversely impact network performance. Customer is solely responsible if such changes occur and any resulting Customer network impacts.

Customer Network Requirements

Separate VLAN for Voice over IP traffic.

Dedicated Category 5 or better Cabling and Layer 2 switch port per IP device (station)

Ethernet network 100MBs minimum, no Token Ring

Adequate bandwidth to support your voice and data traffic volume demands over the network. Each Voice over IP Call consumes approximately 80 Kbps of bandwidth using a G.711 CODEC. Additional CODEC options are available that lower the per call bandwidth requirements on a network.

Low Delay (Latency) to ensure a good quality voice conversation (≤ 125 milliseconds recommended).

Minimal Packet Loss (long term average ≤1% and sort term not to exceed 5% in any 10-second interval are recommended) to ensure parts of a conversation are not distorted or lost especially during bursty data traffic flows.

Low Jitter (recommend maximum not to exceed 4%) to ensure that the next IP packet can be played at the destination CODEC without requiring large jitter buffers.

Switched Layer 2 infrastructure (no Hubs)

Ensure Quality of Service (QoS) throughout the voice IP path by placing only voice in the highest priority queue so that voice receives the bandwidth and latency required for effective voice communications.

Prior to implementation, Customer can purchase from AT&T a VoIP Network Readiness Assessment - a "snapshot" of the Customer's current network that helps ensure Customer's network is capable of providing the best possible integration of voice and data. **If the Customer's network does not meet the minimum Customer Network Requirements listed above, additional charges may apply to assess and address Customer network issues, at the then current applicable AT&T rates.**

By signing below, Customer acknowledges the LAN/WAN configurations meet or exceed Customer Network Requirements listed above.

_____
Customer Signature

_____
Printed Name

_____
Title

_____
Company

_____
Date

Exhibit 3: Consulting Services Acknowledgement

AT&T Consulting Services for IP Telephony

AT&T considers Consulting Services critical to a successful deployment of any IP Telephony solution. Consulting Services provides a comprehensive evaluation of the Customer's existing voice and data network infrastructure and provides an evaluation of that network's configuration, performance and readiness for IP Telephony technologies.

Your AT&T Account Team can provide a proposal, costs, and deliverables of a Consulting Service engagement to assess your network's readiness to support Voice over IP.

Please indicate whether you wish to purchase this evaluation from AT&T:

_____ Yes

I understand the importance of assessing the capabilities of my network to support IP Telephony before implementation and wish to purchase Consulting Services from AT&T to assess my network. Your Account Team will provide a separate Statement of Work that defines the Consulting Services engagement.

_____ No

I do not wish to purchase Consulting Services from AT&T to assess my network at this time. I understand that AT&T can, therefore, not affirm that the solution will work effectively in my network environment, and I assume full responsibility for my network's performance. Additional consulting, and/or design engineering support may be provided at a later time at additional cost.

AT&T Consulting Services or a Customer provided assessment is designed to analyze the existing network infrastructure and provides an evaluation of the configuration, performance and readiness of transmitting voice over Internet Protocol transport networks. Any network reconfiguration and/or upgrades of the data network (including LAN/WAN hardware/software) required to meet the performance requirements are outside the scope of an AT&T Consulting Services engagement and are the responsibility of the Customer.

Please sign where indicated below to acknowledge receipt of this important information:

_____
Customer Signature

_____
Printed Name

_____
Date

Exhibit 4: 911 Emergency Service Acknowledgement

Please read this notice concerning compatibility of IP Phone Sets with your 911 service.

Two general areas of concern exist regarding the implementation and operation of 911 Emergency Service in an IP Telephony environment. The first is powering of the phone set and the second is routing and information exchange for processing a 911 call with accuracy.

Many digital, ISDN and IP phone sets, including Avaya IP Phone sets, are inoperable during a commercial power outage if not supported by an Uninterrupted Power Supply (UPS) connected to either each local transformer/power block or to each LAN switch supplying "inline power" over LAN wiring. Ethernet switches, routers, Avaya Call Server and IP telephone gateways may also need to be protected by a UPS. **THE FAILURE TO USE UPS PROTECTION MAY AFFECT USERS' ABILITY TO REACH 911.** You are advised to use the in-line power option for all Avaya Communication Server 1000 components, IP Phone sets, and PCs and to provide UPS service for all components along the voice traffic and call processing path in the network.

The placement of IP telephone gateways, a well-designed dialing plan, and backup Call Server support are critical for accurate Emergency 911 call processing. Where only basic 911 service is available (enhanced 911 (E-911) service is not available in all areas in the United States.), you may be required to have a local IP telephone gateway at each site as well as a dialing plan that uses the local gateway for 911 calls. **OTHERWISE, THE 911 OPERATOR MAY NOT BE ACCESSIBLE OR THE CALL MAY BE ROUTED TO AN INCORRECT 911 OPERATOR.**

If E-911 service is available in your area, it offers the capability to provide to the 911 Operator the geographic location of the remote user. You must equip your VoIP gateway with an ISDN Primary Rate Interface (PRI) voice port, or a Foreign Exchange Office (FXO) port with an external Centralized Automatic Message Accounting (CAMA) translator box to utilize the E-911functionality. You also must maintain a location database that maps the calling party telephone number to the physical location of the calling party (i.e. building/floor/room). The E-911 system will use this database to direct emergency services to the appropriate location. The use of Avaya VoIP applications may require additional configurations and hardware to correctly implement E-911. **OTHERWISE, THE 911 OPERATOR MAY NOT BE ACCESSIBLE OR INCORRECT LOCATION INFORMATION MAY BE PROVIDED TO THE 911 OPERATOR.**

You are solely responsible for determining whether you will equip your VoIP system with the foregoing functionality. If you do, the network and database, equipment and services required to provide this capability will be provided at an additional charge. You will be solely responsible for maintaining the location database and potentially other configuration parameters, which must be updated every time the physical location of an IP phone changes. You may be required by state law (for instance, in Illinois and Texas) to purchase equipment or maintain databases to provide user-specific location information. Neither AT&T nor the equipment manufacturer can advise you as to what your legal obligations are in this respect. You should consult your attorney.

The parties agree to the terms of Exhibit 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

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:

_____
Justin Pruitt, Assistant City Attorney

AT&T:

_____
Signature

_____
Print Name

_____
Title

Exhibit B

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.

Regular City Council Meeting **6. 23.**

Meeting Date: 08/27/2015

Information

Agenda Item

Resolution - Citibus: Consider a resolution authorizing the Mayor to execute a contract, TxDOT Project: URB 1601 (05), with the Texas Department of Transportation (TxDOT) for operating assistance.

Item Summary

TxDOT is allocating a Section 5307 grant in the amount of $630,416 of public transportation funds to the City of Lubbock for operating assistance to maintain its public transportation system for Fiscal Year 2016. The FY 2016 Section 5307 grant is included in the Citibus budget for FY 2016 that has been previously submitted to the City Council. Citibus operates public transportation in both a fixed route and demand response service. The fixed route service consists of a fleet of 68 accessible vehicles. The routes originate in downtown Lubbock and provide service at various locations throughout the City. All vehicles are accessible to persons with disabilities. The demand response service, CitiAccess, consists of 32 paratransit vans, which serve origins and destinations within the city limits. Both services operate under guidelines from federal, state, and local authorities for maintaining buses, facilities, preventative maintenance, and safety. The major trip generators include the medical center, education facilities, employment providers, and shopping centers. Citibus provides service Monday through Saturday from 5:30 a.m. to 7:15 p.m., except holidays. The contract is effective from September 1, 2015, or when fully executed by both parties, and shall terminate on August 31, 2016.

Fiscal Impact

Acceptance of this grant will result in no additional cost to the City of Lubbock.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - Citibus

Grant - Citibus

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 Section 5307 Grant, Contract No. URB 1601 (5) with the Texas Department of Transportation for Citibus operating assistance, and all related documents. Said grant is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:

_____
Justin Pruitt, Assistant City Attorney

vw:ccdocs/RES.Citibus- Sec.5307 Grant Agrmt
August 18, 2015

PGA: PUBLIC TRANSPORTATION - STATE FUNDS
TRANSIT PROVIDER: **Lubbock, City of**
TXDOT PROJECT #: **URB 1601 (05)**
PURCHASE ORDER #: **7529**
MASTER GRANT AGREEMENT #: **512XXF7081**
NOT RESEARCH AND DEVELOPMENT
URBANIZED AREA: **Lubbock**

STATE OF TEXAS §

COUNTY OF TRAVIS §

STATE FUNDS
FISCAL YEAR 2016
PROJECT GRANT AGREEMENT

THIS PROJECT GRANT AGREEMENT (PGA) is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State," and **Lubbock, City of**, called the "Transit Provider."

WITNESSETH

WHEREAS, Texas Transportation Code Chapter 455 authorizes the State to assist the Transit Provider in procuring aid for the purpose of establishing and maintaining public and mass transportation projects and to administer funds appropriated for public transportation under Transportation Code Chapter 456; and

WHEREAS, the Governor of the State of Texas has designated the Texas Department of Transportation to provide state funds for public transportation purposes; and

WHEREAS, if applicable, Transit Provider submitted a Fiscal Year 2016 Grant Application for state financial assistance to provide transportation services and the Texas Transportation Commission approved the application by Minute Order Number **114282;** and

WHEREAS, if applicable, the Transit Provider must submit a Grant Application each fiscal year grant period for consideration for new state grants; and

WHEREAS, a Master Grant Agreement (MGA) between the Transit Provider and the State has been adopted and includes the general terms and conditions for grant projects developed through this PGA;

NOW THEREFORE, the State and the Transit Provider agree as follows:

AGREEMENT

ARTICLE 1. GRANT TIME PERIOD

This PGA becomes effective when fully executed by both parties or on **September 1, 2015**, whichever is later. This PGA shall remain in effect until **August 31, 2016**, unless terminated or otherwise modified in an Amendment. This PGA will not be considered fully executed until both parties have executed a MGA, and the Transit Provider has submitted the Grant Application to the State. The time period of this PGA cannot be extended past the MGA, without exception. Any cost incurred before or after the contract period shall be ineligible for reimbursement.

ARTICLE 2. PROJECT DESCRIPTION

A. The Transit Provider shall complete the public transportation project described in the Grant Application, the Attachment A - Approved Project Description, and the Attachment B – Project Budget. Attachments A and B are attached to and made a part of this agreement. The Transit Provider shall complete the project in accordance with all of the documents associated with the MGA and with all applicable federal and state laws and regulations.

B. If applicable, the Transit Provider shall begin competitive procurement procedures by issuing an invitation for bids or a request for proposals no later than sixty (60) days after the effective date of this grant agreement for the purchase of the approved line items referenced in Attachment A. No later than sixty (60) days after the issuance of public notification, the Transit Provider shall publicly open all bids or privately review proposals. The Transit Provider shall enter into a binding agreement with a supplier no later than thirty (30) days after the opening of an acceptable bid or proposal. The Transit Provider shall notify the department in writing when it is necessary to exceed these deadlines.

ARTICLE 3. COMPENSATION

The maximum amount payable under this PGA without modification is **$ 630,416**, provided that expenditures are made in accordance with the amounts and for the purposes authorized in the Grant Application, the Attachment A, and the Attachment B.

The original and one copy of the invoice is to be submitted to the following address:

Texas Department of Transportation
Attn: Alfredo Gonzales
Public Transportation Coordinator
3901 E. U.S. Highway 80
Odessa, Texas 79761

ARTICLE 4. AMENDMENTS

Except as noted in the MGA, changes in the scope, objectives, cost, or duration of the project authorized in this agreement shall be enacted by written amendment approved by the parties before additional work may be performed or additional costs incurred. Any amendment must be executed by both parties within the grant period specified in Article 1, Grant Time Period.

ARTICLE 5. INCORPORATION OF MGA PROVISIONS

This PGA incorporates all of the governing provisions of the MGA in effect on the date of final execution of this PGA, unless an exception has been made in this agreement.

ARTICLE 6. SIGNATORY WARRANTY

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Transit Provider in duplicate.

THE TRANSIT PROVIDER

_____
Signature

_____
Typed, Printed, or Stamped Name

_____
Title

_____
Date

THE STATE OF TEXAS

_____
Signature

Alfredo Gonzales
Typed, Printed, or Stamped Name

Public Transportation Coordinator
Title

_____
Date

List of Attachments
A – Approved Project Description
B – Project Budget

APPROVED

RECIPIENT

ATTEST:

_____
Rebecca Garza
City Secretary

Date:_____

APPROVED AS TO CONTENT:

_____
Bill Howerton
Assistant City Manager

APPROVED AS TO FORM:

_____
Amy Sims
Deputy City Attorney

ATTACHMENT A
APPROVED PROJECT DESCRIPTION

As presented in the City of Lubbock's FY16 Grant Application, the City will provide public transportation within the urban transit district service area. The City will provide fixed route public transportation with ADA complementary paratransit service and demand response services within the urbanized area of Lubbock.

Transit provider shall comply with Article 13 of the Master Grant Agreement requiring procurement and project milestones / quarterly progress reports. Within 30 days of PGA execution, the subrecipient will provide the TxDOT Public Transportation Coordinator with a project milestone plan that delineates fund expenditures throughout the contract period.

Per Texas Administrative Code 31.17: Failure to expend funds in a timely manner may cause the department to terminate the grant and re-award the unobligated balance to another project.

TxDOT's Public Transportation Division's (PTN) Federal Transit Administration overall Disadvantaged Business Enterprise (DBE) goal for fiscal years 2015 - 2017 is 4.57 percent of funds expended by grantees. This is not a contract specific goal but an overall goal for annual DBE participation. PTN grantees should undertake efforts to include DBE businesses in purchasing and contacting opportunities, and are encouraged to utilize DBE business whenever practicable. The full definition of DBE program requirements is found in Article 16 of the Master Grant Agreement.

ATTACHMENT B
PROJECT BUDGET

TEXAS DEPARTMENT OF TRANSPORTATION

PGA BUDGET WORKSHEET

Agency Name	Lubbock, City of
Project Type	Urban State Funds

Appn Year	PO #	CFDA #	Federal Grant #
2016	7529	0	0

Description	ALI Code	Fuel Type	Cost Per Unit	# of Units	Total
Operating	30.09.01		$1.00	630,416.00	$630,416.00
			$0.00	0.00	$0.00
			$0.00	0.00	$0.00
			$0.00	0.00	$0.00
			$0.00	0.00	$0.00
			$0.00	0.00	$0.00
			$0.00	0.00	$0.00
			$0.00	0.00	$0.00
			$0.00	0.00	$0.00
			$0.00	0.00	$0.00
				Subtotal	$630,416.00

Federal Funds	State Funds	Local Funds	In-Kind Funds	TOTAL	TDC	MATCH RATIO
$0.00	$630,416.00	$0.00	$0.00	$630,416.00		-
$0.00	$0.00	$0.00	$0.00	$0.00		-
$0.00	$0.00	$0.00	$0.00	$0.00		-
$0.00	$0.00	$0.00	$0.00	$0.00		-
$0.00	$0.00	$0.00	$0.00	$0.00		-
$0.00	$0.00	$0.00	$0.00	$0.00		-
$0.00	$0.00	$0.00	$0.00	$0.00		-
$0.00	$0.00	$0.00	$0.00	$0.00		-
$0.00	$0.00	$0.00	$0.00	$0.00		-
$0.00	$0.00	$0.00	$0.00	$0.00		-
$0.00	$0.00	$0.00	$0.00	$0.00		-
$0.00	$630,416.00	$0.00	$0.00	$630,416.00	0	

reimbursable amount under this project proposal

Regular City Council Meeting **6. 24.**

Meeting Date: 08/27/2015

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the City Council to approve the sale of two Urban Renewal Agency (URA) vacant lots to 444 Real Estate, LLC/Chad Merchant. The lots are located at 2512 and 2514 Martin Luther King Jr. Boulevard, described as Lot 13, Block 42, Coronado Addition to the City of Lubbock, Lubbock County, Texas.

Item Summary

This is a routine sale of two commercial vacant lots located at 2512 and 2514 Martin Luther King, Jr. Boulevard by the URA.

Fiscal Impact

The sale of the two lots will generate $7,500 for the URA.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - Urban Renewal Agency Sale of Land

Contract - Urban Renewal Agency

RESOLUTION

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

THAT the City Council does hereby approve the Contract of Sale of Land by the Urban Renewal Agency to Chad Merchant of 444 Real Estate, LLC of Lubbock, Texas for all certain parcels of land located in the City of Lubbock, more particularly described as Parcel 157600-42-130, Tract 3 at 2512 MLK, Jr. Blvd. and Parcel 157600-42-130, Tract 4 at 2514 MLK, Jr. Blvd., and legally described as Lot 13, Block 42, Coronado Addition to the City of Lubbock, Lubbock County, Texas, and Lot 13, Block 42, Coronado Addition to the City of Lubbock, Lubbock County, Texas. Said Contract of Sale of Land 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:

_____
Karen Murfee, Community Development Director

APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

ccdocs/RES. Urban Renewal Agency – Adoption – Contract for Sale of Land
August 10, 2015

officer hereafter designated by or pursuant to law, is hereinafter called "Seller"), having its office at 1625 13th Street in the City of Lubbock (hereinafter called "City"), State of Texas, and **444 Real Estate/Chad Merchant** (hereinafter called "Purchaser") at 13105 CR 1820 WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Law of the State of Texas, the Seller is carrying out an Urban Renewal project described as follows:

> The Urban Renewal Plan for the Coronado Urban Renewal Project as revised, August 31, 1960, on file at the office of the City Secretary of the City of Lubbock, and all amendments thereto, which was approved by the City of Lubbock by resolution passed and adopted on the 23rd day of March 1961, notice of which Plan, Section 20 was filed for record on the 16th day of October 1961, in Volume 862, Page 127, Deed Records of Lubbock County, Texas.

and the Seller has offered to sell and the Purchaser is willing to purchase certain real property located in the Project area as described in Section 20 and to redevelop or rehabilitate the Property for and in accordance with the uses specified in the Urban Renewal Plan and the provisions of this Agreement:

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the others as follows:

SEC. 1. SALE: PURCHASE PRICE

Subject to all the terms, covenants, and conditions of this Agreement, the Seller will sell the Property to the Purchaser for, and the Purchaser will purchase the Property from the Seller and pay therefore, the amount of **Seventy-five hundred dollars and No/100-----($7500.00),** hereinafter called "Purchase Price", to be paid in cash, by certified check, or by such check as shall be satisfactory to the Seller.

SEC. 2. CONVEYANCE OF PROPERTY

(a) Form of Deed. The Seller shall convey to the Purchaser title to the Property by general warranty deed. The conveyance and title shall, in addition to all other conditions, covenants, and restrictions set forth in this Agreement, be subject to:

(b) Time and Place for Delivery of Deed. The Seller shall deliver the Deed and possession of the Property to the Purchaser on **Oct 1, 2015, or on such earlier date** as the parties hereto may mutually agree. **Section 19, Special Provisions of this Contract shall apply.** Conveyance shall be made at a place designated by Seller and the Purchaser shall accept the conveyance and pay the Purchase Price to the Seller at such time and place.

(c) Record of Deed. The Purchaser shall promptly file the Deed for recordation in the County Deed Records of Lubbock County, Texas, and shall pay all costs for recording the Deed.

(d) Title. The Seller will furnish an owner's title policy or a mortgagee title policy binder on an interim construction loan to the Property and will convey good and merchantable title free and clear of any encumbrances except those named herein. **Only a warranty deed and tax certificates(s) shall be furnished by the Seller to the Purchase in the conveyance of an uneconomic remnant lot** or to a non-profit organization biding ten percent (10%) of the minimum set price. The Seller will not pay any closing costs.

SEC. 3. GOOD FAITH DEPOSIT

The Purchaser has, prior to the execution of this Agreement delivered to the Seller a good faith deposit satisfactory to the Seller in the amount of **Seven hundred fifty dollars and NO/100---------($750.00),** hereinafter called the "Deposit", The Deposit shall be handled as follows:

(a) In the case of a single one-family dwelling redevelopment or other development of like magnitude, the Deposit will be applied as a part of the purchase Price, if at the time of conveyance, the Purchaser has entered into a satisfactory contract for the construction of the improvements, as defined and set forth in Section 5.

(b) In the case of all other developments of greater magnitude, the Deposit will be applied as part of the Purchase Price or will be returned to the Purchaser if the Purchaser has submitted to the Seller the following:

(1) Copy, certified by the Purchaser to be true and correct, of the commitment or commitments obtained by the Purchaser for the mortgage loans or loan to assist in the financing of the construction of the improvements.

(2) Evidence satisfactory to the Seller that the interim mortgage loan to assist in financing the

The vacating of present streets, alleys, other public rights-of-way, and plats, and the dedication of new streets, alleys, and other public rights-of-way, in the Project Area, and the re-zoning of such Area, in accordance with the Urban Renewal Plan costs will be borne by the Purchaser. Purchaser agrees that upon request to join with the Seller in any petitions and proceedings required for such vacations, dedications and re-zoning.

It shall be the sole responsibility of the Purchaser to bear the costs for application(s) to change the zoning to accommodate the proposed development, sewer taps, water meters, curb cuts, repairs, or other related costs. The Seller or the City of Lubbock will not be responsible for any of these costs under any circumstances.

SEC. 5. CONSTRUCTION OR OF IMPROVEMENTS, PLAN OR WORK WRITE-UP, AND EVIDENCE OF FINANCING:

The Purchaser will redevelop the Property by **adding on to adjoining property.** The Purchaser's plans and specifications or rehabilitation work write-ups for the redevelopment or rehabilitation of the Property shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable State and local Laws and regulations. As promptly as possible after the date of this Agreement, the Purchaser shall submit to the Seller for the Seller's approval a plan for the construction of the improvements or a rehabilitation work write-up. If rejected, the Purchaser shall submit a new or corrected construction plan or rehabilitation work write-up, which conforms to the Seller's requirements.

The Purchaser shall submit to the Seller, evidence as to equity capital and any commitment necessary for mortgage financing after approval of the construction plans or work write-up by the Seller. The submission of evidence of necessary equity capital and mortgage financing commitment by the Purchaser are conditions precedent to the Seller's obligation to convey the Property to the Purchaser.

SEC. 6 . RESTRICTIONS ON USE

The Purchaser agrees for itself, its successors and assigns, shall comply with the terms of the deed's covenants:

(a) Devote the Property only to and in accordance with the uses specified in the Urban Renewal Plan;

(b) Not discriminate upon the basis of race, color, creed, disability, familial status or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

SEC. 7. COVENANTS: BINDING UPON SUCCESSORS IN INTEREST; PERIOD OF DURATION

The Deed shall provide that the covenants provided in Sections 6, 8 and 9 shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the Seller, its successors and assigns, the City, and any successor in interest to the Property, and the United States (in the case of the covenant provided in Section 9 (b) against the Purchaser, its successors and assigns, and every successor in interest to the Property, and any party in possession or occupancy of the Property. It is further intended and agreed that the covenant provided in Section 9 (a) shall remain in effect from the date of the Deed until the period of time referred to in the Urban Renewal Plan, or until such date is thereafter extended by proper amendment of the Urban Renewal Plan. The covenant provided in subsection (b) of Section 9 shall remain in effect without limitation as to time. The term "uses specified in the Urban Renewal Plan" and "land use" referring to provisions of the Urban Renewal Plan, or similar language, in this Agreement shall include the land and all building, housing, and other requirements or restrictions of the Urban Renewal Plan pertaining to such land.

SEC. 8. PROHIBITION AGAINST TRANSFER OF PROPERTY

The Purchaser has not made or created, and (except as permitted by Section 12) will not, prior to the completion of the improvements, make or suffer to be made any sale, assignment, conveyance, lease, or transfer the Property without the prior written approval of the Seller.

A transfer of stock in the Purchaser of ten percent or more, or any other significant change or distribution in the ownership of such stock or with respect to the parties in control of the Purchaser, whether by increased capitalization, merger with another corporation, corporate or other amendments, shall be deemed an assignment or conveyance of the Property. The Purchaser and the parties signing this Agreement on behalf of the Purchaser represent that they have the authority of all of its existing stockholders to agree to this provision on their behalf and to bind them thereto. "Stock in the Purchaser" means and includes any proprietary interest, susceptible of division or distribution among more than one person, constituting total or partial ownership in or of the Purchaser. "Stockholder" means any holder of such proprietary interest.

SEC. 9. LIMITATION UPON ENCUMBRANCE OF PROPERTY

Prior to the completion of the improvements, neither the Purchaser nor any successor in interest to the Property shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, except for the purposes of obtaining funds only to the extent necessary for making the improvements. Until completion, the Purchaser shall notify the Seller in advance of any financing, secured by mortgage or other similar lien instrument it proposes to enter into, and of any encumbrance or lien that has been created or attached to the Property.

SEC. 10. MORTGAGEES NOT OBLIGATED TO CONSTRUCT

The holder of any mortgage authorized by this Agreement (including any holder who obtains title to the Property as a result of foreclosure proceedings or any other party who thereafter obtains title to the Property from or through such holder shall not be obligated to construct or complete the improvements. Nothing in this Agreement shall permit such holder to devote the Property to, other than those uses or improvements permitted in the Urban Renewal Plan and this Agreement.

SEC. 11. ENFORCED DELAY IN PERFORMANCE

Neither the Seller nor the Purchaser, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the preparation of the Property for redevelopment, or the commencement and completion of the improvements, in the event of enforced delay in the performance due to unforeseeable causes beyond its control. The time for the performance shall be extended for the period, if the party seeking the extension shall request it in writing of the other party within ten (10) days after the beginning of the enforced delay.

SEC. 12. REMEDIES

A. In General. In the event of any default or breach of the Agreement, or any of its terms or conditions, by either party, or any successor, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, within sixty (60) days after receipt of such notice. In case the default or breach is not cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary to cure and remedy such default or breach, to compel specific performance by the party in default or breach of its obligations.

B. Prior to Conveyance. If, prior to the conveyance, the Purchaser assigns or attempts to assign this Agreement or fails to pay the Purchase Price and take title to the Property under tender of conveyance by the Seller, then this Agreement and any rights of the Purchaser in this Agreement may be terminated by the Seller and the Deposit retained by the Seller as liquidated damages. In the event that the Seller does not tender conveyance or possession of the Property as provided in this Agreement or the Purchaser furnishes evidence satisfactorily to the Seller by **August 31, 2015 ,** that it has been unable after diligent effort to obtain mortgage financing for the construction or rehabilitation of the improvements, then this Agreement shall at the option of the Seller be terminated and the Deposit returned to the Purchaser.

C. Revesting Title in Agency upon Happening of Event Subsequent to Conveyance to Redeveloper. In the event that subsequent to conveyance of the Property to the Purchaser, and prior to completion of construction or rehabilitation of the improvements:

(a) The Purchaser (or successor in interest) shall default or violate its obligations or shall abandon or suspend the construction or rehabilitation of the improvements, and any such default, violation, abandonment, or suspension is not remedied within six months after written demand by the seller; or

(b) The Purchaser (or successor in interest) shall fail to pay real estate taxes or assessments on the Property when due, or shall place any encumbrance or lien unauthorized by this Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, should make provision satisfactory to the Seller for such payment, removal, or discharge, within ninety (90) days after written demand by the Seller; or

(c) There is any transfer of the Property, and such violation shall not be cured within sixty (60) days after written demand by the Seller t the Purchaser.

then the Seller shall have the right to re-enter and take possession of the Property and to terminate (and revest in the Seller) the estate conveyed by the Deed to the Purchaser. The Deed shall contain, a condition that in the event of any default, failure, violation, by the Purchaser (specified in subdivisions (a), (b) and (c) of this Section 15), to remedy such default, failure, violation, the Seller may declare a termination in favor of the Seller of the title, and of all the rights and interests in and to the Property conveyed by the Deed to the Purchaser, and that such title and all rights and interests of the Purchaser, and any assigns or successors, shall revert to the Seller: Provided, That Seller shall always be subject to (a) the lien of any mortgage authorized by this Agreement, and (b) any right or interest provided in the Agreement for the

Provided, That any delay by the Seller in instituting or prosecuting any such proceedings shall not operate as a waiver of such rights or to limit its rights in any way.

SEC. 13. RESALE OF REACQUIRED PROPERTY: DISPOSITION OF PROCEEDS.

Upon the revesting in the Seller of title to the Property as provided in subdivision D of Section 15, the Seller shall use its best efforts to resell the Property (subject to such mortgage liens and leasehold interests as in Section 15) as soon as the Seller shall find to a qualified and responsible party or parties (as determined by the Seller) who will assume the obligation of making or completing the construction or rehabilitation of the improvements satisfactory to the Seller. Upon such resale of the Property, the proceeds shall be applied:

(a) First, to reimburse the Seller, on its own behalf or on behalf of the City, for all costs and expenses incurred by the Seller, including, but not limited to, salaries of personnel in connection with the recapture, management, and resale of the Property (but less any income derived by the Seller from the Property); all taxes, assessments, and water and sewer charges thereof at the time of revesting of title in the Seller or to prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Purchaser, its successors or transferees; any expenditures made or obligations incurred; and any other amounts owing the Seller by the Purchaser and its successor or transferee; and

(b) Second, to reimburse the Purchaser, its successor or transferee, up to the amount equal to (1) the sum of the purchase price paid by it for the Property (or allocable to the part thereof) and the cash actually invested by it in performing any construction or rehabilitation of the improvements on the Property, less (2) any gains or income withdrawn or made on the Property.

Any balance remaining after such reimbursements shall be retained by the Seller as its property.

SEC. 14. CONFLICT OF INTEREST: SELLER'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

No member, official, or employee of the seller shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interests, directly or indirectly. No member, official, or employee of the Seller shall be personally liable to the Purchaser or any successor in interest, in the event of any default or breach by the Seller or for any amount which may become due to the Purchaser or successor or on any obligation under the terms of this Agreement.

SEC. 15. PROVISIONS NOT MERGED WITH DEED.

No provision of this Agreement shall be merged by any subsequent deed transferring, and any such deed shall not affect the provisions and covenants of this Agreement.

SEC. 16. SPECIAL PROVISIONS.

This Agreement is subject to the approval of the City Council, City of Lubbock, Texas, in accordance to Sec. 374.017(g) of the local Government Code. If such approval is not obtained, then this contract for sale shall be null and void and have no further force between the parties hereto.

This Agreement is subject to the "Time Limits On Contractual Agreements to Purchase Policy on Land Disposition for Urban Renewal Agency Parcels" approved and adopted by the Urban Renewal Board of Commissioners on September 18, 2007.

This Agreement is subject to any required approval and or revisions zone changes or variance, if any, by the Planning and Zoning commission (P & Z), City Council and or the Zoning Board of Adjustment (ZBA) prior to conveyance. If such approval or revisions are not approved or obtained, then the Purchaser may request the cancellation of this agreement.

SEC. 17. DESCRIPTION OF PROPERTY.

All that certain parcel or parcels of land located in the City of Lubbock, County of Lubbock, State of Texas, more particularly described as follows: **Parcel 157600-42-130, Tract 3 at 2512 MLK., Jr. Blvd and Parcel 157600-42-130, Tract 4 at 2514 MLK., Jr. Blvd.**

Lot Thirteen (13), Block Forty-two (42), Coronado Addition to the City of Lubbock, Lubbock County, Texas and Lot Thirteen (13), Block Forty-two (42), Coronado Addition to the City of Lubbock, Lubbock County.

IN WITNESS WHEREOF, the Seller has caused this Agreement to be duly executed in its name and behalf by its **Chairman and or Vice-Chairman** and its seal to be hereunto duly affixed and attested by its **Secretary and or Acting Secretary**, and the Purchaser has signed and sealed the same on or as of the day and year first above written.

URBAN RENEWAL AGENCY OF THE CITY OF LUBBOCK, TEXAS
SELLER

BY: JEFF VITALE
Jeff Vitale, Board Chair

PURCHASER

BY:
444 Real Estate, LLC

ATTEST:

Piata Bryant, Acting Secretary

IN PRESENCE OF:

Community Dev. Dept.

Regular City Council Meeting **6. 25.**

Meeting Date: 08/27/2015

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute an agreement, and all related documents, between the City of Lubbock Community Development Department and the Alcoholic Recovery Center (ARC) to utilize funds from U. S. Department of Housing and Urban Development (HUD) for the Emergency Solutions Grant (ESG).

Item Summary

This is a pass through grant from HUD to the City of Lubbock. These funds are unspent dollars originally allocated to Link, Ministries totaling $12,295. On May 13, 2015, a regularly scheduled board meeting, the Community Development and Services Board (CDSB) recommended the funds be reallocated to ARC.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution and Contract - Alcohol Recovery Center

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Agreement for Community Development Emergency Solutions Grant funding for the Alcoholic Recovery Center Emergency Shelter Program, by and between the City of Lubbock and the Alcoholic Recovery Center, a non-profit center of Lubbock, Texas, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Karen Murfee, Community Development Director

APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

ccdocs/RES. Agreement – Alcoholic Recovery Center
August 10, 2015

COMMUNITY DEVELOPMENT EMERGENCY SOLUTIONS GRANT (ESG)
FUNDING AGREEMENT
BETWEEN
THE CITY OF LUBBOCK
AND
ALCOHOLIC RECOVERY CENTER

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Agreement entered into on this ____ day of August 2015, by and between the CITY OF LUBBOCK (herein called "City") and **Alcoholic Recovery Center** a non-profit center (herein called "Grantee").

WHEREAS, the City is obligated to do and perform certain services in its undertaking of an Emergency Solutions Grant Program pursuant to Subpart B of Title IV of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11371-11378), as amended by the Homeless Emergency and Rapid Transition to Housing Act of 2009 (Public Law 111-22) (HEARTH Act) and

WHEREAS, the Grantee operates a non-profit center offering services to the homeless; and

WHEREAS, the Corporation and the services it provides have been found to meet the criteria for funding under provisions 24 CFR §576.23 of the Emergency Solutions Regulation for Nonprofit Recipients; and

WHEREAS, Emergency Shelter and Homeless Management Information System are fundable by the Department of Housing and Urban Development; and

WHEREAS, the accomplishment of the above public purpose is the predominant purpose of this transaction, continuing supervision by the City together with statutory and contractual requirements provide sufficient assurance that this purpose will be accomplished and an audit provides sufficient protection of the handling of public money; and

WHEREAS, the City Council has found that the Grantee has the special expertise, knowledge and experience necessary for the Emergency Shelter program and that the city will receive adequate consideration in the form of substantial public benefit; and

WHEREAS, the City desires to contract with the Grantee to make available assistance for the **Alcoholic Recovery Center Emergency Shelter Program**

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Grantee will be responsible for administering an Emergency Solutions Grant Year 2014-2015 Emergency Shelter program in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Such program will include the activities eligible under the Emergency Solutions Grant Program.

Program Delivery

Activity #1 – This project will provide funds to operate the shelter located at 608 17th Street.

Activity #2 - It will assist with the facility's utilities, telephone bill, maintenance and insurance.

The facility will serve approximately 70 men who are recovering from some type of substance abuse.

B. Objective

The Grantee certifies that the activities carried out with funds provided under this Agreement will meet one or more of the eligible activities for funding under the Emergency Solutions Grant program - as defined in 24 CFR §576.21 as amended by the HEARTH Act.

C. City Responsibilities

1. City agrees to provide Grantee assistance from U.S. Department of Housing and Urban Development funds in an amount not to exceed **$12,295** in return for Grantee performing the activities set forth in this Agreement as consideration for said funds.

2. It is expressly understood and agreed by the parties hereto that City's responsibilities are contingent upon the actual receipt of adequate federal funds to meet City's liabilities under this agreement. If adequate funds are not available to make payments under this agreement, City shall notify Grantee in writing within a reasonable time after such fact is determined. City shall terminate this agreement and will not be liable for failure to make payments to Grantee under this agreement.

3. City shall not be liable to Grantee for any costs incurred by Grantee, or any portions thereof, which have been paid to Grantee or which are subject to payment to Grantee, or which have been reimbursed to Grantee or which are subject to reimbursement to Grantee by any source other than City or Grantee.

4. City shall not be liable to Grantee for any costs incurred by Grantee which are not allowable costs, as set forth in 24 CFR §576.21 as amended by the HEARTH Act.

5. City shall not be liable to Grantee for any costs incurred by Grantee or for any performances rendered by Grantee which are not strictly in accordance with the terms of this agreement.

6. City shall not be liable to Grantee for any costs incurred by Grantee in the performance of this agreement which have not been billed to City by Grantee within ninety (90) days following termination of this agreement.

7. City shall not be liable for costs incurred or performances rendered by Grantee before commencement of this agreement or after termination of this agreement.

8. City shall review all work specifications prior to the beginning of the procurement process.

9. City shall inspect work for compliance prior to any release of funds.

D. Grantee's Responsibilities

1. Grantee shall conduct, in a satisfactory manner as determined by City, an Emergency Solutions Grants Program pursuant to Subpart B of Title IV of the Stewart B. McKinney Homeless Assistance Act (42 USC §§11371-11378), as amended by the HEARTH Act.

2. Grantee shall perform all activities in accordance with their budget, all applicable Federal, state, and local laws, ordinances, statutes, rules, and regulations set forth herein; the assurance, certifications, and all other terms, provisions, and requirements set forth in this agreement.

3. Grantee agrees to comply with Housing and Urban Development (HUD) Outcome Performance Measurement requirements and reporting.

4. Grantee shall submit to city such reports on the operation and performance of this agreement during their program activity timeframe, as required by the City.

5. In addition to the limitations on liability otherwise specified in this agreement, it is expressly understood and agreed by the parties hereto that if Grantee fails to submit to City in a timely and satisfactory manner any report required by this agreement, City may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Grantee hereunder. If City withholds such payments, it shall notify Grantee in writing of its decision and the reasons therefor. Payments withheld pursuant to this paragraph may be held by City until such time as the delinquent obligations for which funds are withheld are fulfilled by Grantee.

6. Grantee shall refund to City the money which has been paid to Grantee by City which City determines has resulted in overpayment to Grantee, or which City determines has not been spent by Grantee strictly in accordance with the terms of this agreement. Such refund shall be made by Grantee to City within thirty (30) working days after such refund is requested by City.

7. Grantee shall submit to City for review all work specifications prior to the beginning of the procurement process. Grantee shall notify City upon work completion for inspection prior to release of funds.

8. Grantee will verify and certify eligibility when the activity is a Low-mod Clientele program by signing and dating the Self Certification form.

E. Grantee's Match

1. Grantee agrees to provide as match an amount of funds equal to the amount of funds provided by City under this agreement for performances hereunder. Such funds must be provided from sources other than under this agreement. This amount shall be referred to hereinafter as Grantee's match. Match is subject to review and approval by the City of Lubbock.

2. Amounts may be counted toward Grantee's match only if such amounts are costs or resources of a type and amount as computed in accordance with this subsection and as set forth in 42 USC §11375. In calculating the amount of grantee's match, grantee may include the value of any donated material or building; the value of any lease on a building; any salary paid to staff of Grantee in carrying out the activities required under this agreement; and the time and services contributed by volunteers to carry out such activities, determined at the rate as determined by HUD and approved by the City. Grantee shall determine the value of any donated material or building, or any lease using any method reasonably calculated to establish a fair market value.

F. Levels of Accomplishment – Goals and Performance Measures

In addition to the normal administrative services required as part of this Agreement, the Grantee agrees to provide the following levels of program services:

Activity	Units Per Month*	Total Units/Year
Screen and admit clients	5-6 (individuals)	70
Counseling, job referral	5-6	70
Provide room and board	5-6	70

*Residential and Non-Residential Individuals served.

G. Staffing

Staff Member	General Program Duties
Director	Overall oversight of center
House Manager	Day to day operations
Volunteers	Clerical duties

H. Performance Monitoring

1. General Statement:

The City will monitor the performance of the Grantee for compliance with goals and requirements as required or as it deems necessary in accordance with the regulations. Monitoring will be based on a risk analysis and a monitoring plan developed at the beginning of the fiscal year. Desk monitoring will take place on a monthly and quarterly basis as described below during grantees program activity timeframe. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Grantee within a reasonable period of time after being notified by the City in writing, contract suspension or termination procedures will be initiated.

2. Desktop Monitoring

Monthly / Quarterly Desktop Monitoring	% of funding spent
October – December 2015	25%
January – March	25%
April – June	25%
July – September	25%

3. On-site Monitoring

- The number of on-site Monitoring Visits will be determined by the Community Development department of the City of Lubbock.
- Notification letter sent to grantee at least 15 days before on-site monitoring visit.
- Monitoring letter sent to grantee identifying concerns and findings if any within thirty (30) days of on-site monitoring visit.
- Grantee must provide a written response within thirty (30) days to the monitoring letter that describes how the grantee will resolve any issues. If no deficiencies were noted grantee must confirm receipt of report within thirty (30) days of the date of the letter.

II. TIME OF PERFORMANCE

This Agreement shall commence October 1, 2014. and shall terminate September 30, 2015. The term of the Agreement and the provisions herein may be extended to cover

any additional time period during which the Grantee remains in control of ESG funds or other assets, including program income.

III. BUDGET

Line Item:	Amount:
Emergency Shelter Operations	$12,295
TOTAL	**$12,295**

Specific Description of Activities:

The City may require a more detailed budget breakdown than the one contained herein, and the Grantee shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any changes to this budget must be approved in writing by the City.

IV. PAYMENT

All payments to grantees are on a monthly reimbursement basis. The Grantee will have incurred the expense or paid for the expense and submit detailed source documentation to the City when requesting payment.

It is expressly agreed and understood that the total amount to be paid by the City under this contract shall not exceed **$12,295**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payment request must be submitted with back-up documentation such as time sheets, paycheck stubs, receipts, invoices, billing statements or other verification in support of all expenditures incurred and charged to the grant.

Payments may be contingent upon certification of the Grantee's financial management system in accordance with the standards specified in 24 CFR 84.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following contract representatives:

City
Piata Bryant
City of Lubbock
P. O. Box 2000
Lubbock, TX 79457

Grantee
Ross Crabtree
Alcoholic Recovery Center
P. O. Box 1084
Lubbock, TX 79408

VI. SPECIAL CONDITIONS

Use as an Emergency Shelter

Any building for which activities described in 24 CFR 576.21 (a)(2) or (a)(3) must be maintained as a shelter for the homeless for the period during which such assistance is provided and the building's use shall be governed by the provisions set forth in 24 CFR §576.53. A substitute site or shelter may be used during this period, so long as the same general population is served. For purposes of this contract, the term "same general population" means either the same types of homeless persons originally served with this Emergency Solutions Grant assistance (i.e. battered spouses) or persons in the same geographic area.

VII. GENERAL CONDITIONS

A. General Compliance

The Grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U. S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart J and subpart K of these regulations, except that (1) the Grantee does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Grantee does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

The Grantee shall comply with all applicable Federal laws, regulations, and requirements and all provisions of this Agreement, which include compliance with the provisions of the HCD Act and all rules, regulations, guidelines, and circulars promulgated by the various Federal departments, agencies, administrations, and commissions relating to the CDBG Program. The applicable laws and regulations include, but are not limited to:

- 24 CFR Part 576.21 as amended by the HEARTH Act;
- OMB Circular A-87 "Cost Principles for State and Local Governments," or OMB Circular A-110, or OMB Circular A-122 "Cost Principles for Non-Profit Organizations," or OMB Circular A-21 "Cost Principles for Educational Institutions";
- OMB Circular A-128, "Audits of State and Local Governments" or OMB Circular A-133 Audits of Institutions of Higher Education and Other Non-Profit Institutions";
- The Davis-Bacon Fair Labor Standards Act;
- The Contract Work Hours and Safety Standards Act of 1962;
- Copeland "Anti-Kickback" act of 1934;
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA);
- Title VI of the Civil Rights Act of 1964; (Public Law 88-352 implemented in 24 CFR Part 1)
- Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and

Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR Part 107);

- Section 104(b) and 109 of the Housing and Community Development Act of 1974;
- Section 3 of the Housing and Urban Development Act of 1968;
- Equal employment opportunity and minority business enterprise regulations established in 24 CFR Part 570.904;
- Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086)
- Section 504 of the Rehabilitation Act of 1973 Uniform Federal accessibility Standards;
- The Architectural Barriers Act of 1968;
- The Americans With Disabilities Act (ADA) of 1990;
- The Age Discrimination Act of 1975, as amended;
- National Environmental Policy of 1969 (42 USC 4321 et seq.), as amended
- Lead Based paint regulations established in 24 CFR Parts 35, 570.608, &24 CFR982.401;
- Asbestos guidelines established in CPD Notice 90-44;
- HUD Environmental Criteria and Standards (24CFR Part 51);
- The Energy Policy and conservation Act (Public Law 94-163) and 24 CFR Part39;
- Historic Preservation Act of 1966, as amended, and related laws and Executive Orders;
- Executive Order 11988, floodplain management, 1977 (42 FR 26951 et seq.);
- Flood Disaster protection Act of 1973

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation insurance as the Grantee is an independent contractor.

C. Indemnity and Release

Grantee shall indemnify and hold harmless, to the fullest extent permitted by law, the City, and City's respective officers, employees, elected officials and agents, from and against any and all losses, damages, claims or liabilities, of any kind or nature, which arise directly or indirectly, or are related to, in any way, manner or form, the activities contemplated hereunder.

Grantee shall pay to the City, the City's respective officers, employees, elected officials and/or agents, as applicable, all attorney's fees incurred by such parties in enforcing Grantee's indemnity in this section.

The City, and its respective officers, employees, elected officials and agents shall not be liable and Grantee hereby releases the City, and its respective officers, employees, elected officials and agents, for, from and/or against any losses, damages, claims or liabilities to Grantee

The indemnity and release provided herein shall survive the termination or voidance of this agreement.

D. Right to Exercise

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

E. Worker's Compensation

Grantee shall provide Worker's Compensation Insurance coverage for all of its employees involved in the performance of this contract.

F. Insurance and Bonding

Grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from City.

Grantee shall comply with the bonding and insurance requirements of 24 CFR 84, Bonding and Insurance.

G. Grantor Recognition

Grantee shall insure recognition of the role of City's Emergency Solutions Grant program in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

H. Amendments

City or Grantee may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly-authorized representative of both organizations and approved by the City Council if required by law. Such amendments shall not invalidate this Agreement, nor relieve nor release City or Grantee from its obligations under this Agreement.

City may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or the activities

to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Grantee.

I. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least **thirty (30) days** before the effective date of such termination. Partial termination of the Scope of Service in Paragraph "I.A" above may only be undertaken with the prior written approval of the City. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by Grantee under this Agreement shall at the option of City, become the property of City, and Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

City may also suspend or terminate this Agreement, in whole or in part, if Grantee materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions referred to herein and the City may declare the Grantee ineligible for any further participation in City contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe Grantee is in noncompliance with any applicable rules or regulations, City may withhold up to fifteen percent (15%) of said contract funds until such time as Grantee is found to be in compliance by City or is otherwise adjudicated to be in compliance.

The City may terminate this agreement in the event of an emergency or disaster, whether an act of God or manmade, by giving twenty-four (24) hour notice. This City may give said notice verbally to Grantee. Any expenditure incurred prior to receiving notice will be reimbursed; however, in no event shall the City pay any expenses incurred after notice of termination is received by Grantee.

J. Relocation and Acquisition

Grantee agrees to abide by the provisions relocation and assistance as set forth in 24 CFR §576.59 when applicable.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

Grantee agrees to comply with 24 CFR 84 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

Grantee shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations" for all costs incurred whether charged on a direct or indirect basis. The grantee shall also comply with the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for grants and cooperative agreements to state and local governments", and OMB Circular A-87.

B. Documentation and Record-Keeping

1. Records to be maintained

Grantee shall maintain all records required by federal regulations specified, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the eligible activities of the ESG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with ESG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the ESG program;
f. Financial records as required by 24 CFR Part 576 Subpart G and 24 CFR 84.
g. Other records necessary to document compliance with Subpart G of 24 CFR 576.

2. Retention

Grantee shall retain all records pertinent to expenditures incurred under this Agreement for a period of **four (4) years.** Records for non-expendable property acquired with funds under this contract shall be retained for four (4) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

Grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

4. Disclosure

Grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian, unless otherwise required by law. All disclosures retained by Grantee relating to the Federal funds shall be governed by the provisions of the Texas Public Information Act (Texas Government Code Chapter 552).

5. Property Records

Grantee shall maintain real property inventory records which clearly identify properties purchased, improved or sold.

6. Close-Outs

Grantee's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), final close-out report and determining the custodianship of records.

7. Audits and Inspections

All Grantee records with respect to any matters covered by this Agreement shall be made available to City, their designees or the Federal Government, at any time during normal business hours, as often as City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Grantee within **thirty (30) days** after receipt by the Grantee. Failure to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Grantee shall hereby agree to have an annual agency audit conducted in accordance with current City policy concerning Grantee audits and, as applicable, OMB Circular A-133.

Grantees meeting the OMB Circular A-133 requirements must submit their audits to the audit clearing house within nine (9) months after the entities fiscal year end date.

C. Reporting and Payment Procedures

1. Program Income

Grantee shall report as required by the City all program income generated by activities carried out with ESG funds made available under this contract. By way of further limitations, the Grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount

of any such program income balances on hand. All unused program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the City.

2. Indirect Costs

If indirect costs are charged, the Grantee will develop an indirect cost allocation plan for determining the appropriate Grantee's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the City.

3. Payment Procedures

The City will pay to the Grantee funds available under this contract based upon information submitted by the Grantee and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Grantee, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in Grantee accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Grantee.

4. Progress Reports

Grantee shall submit to City a Performance and Financial Report, monthly or during their program activity time frame as requested by the city, in a format prescribed by the City and shall include the amount of funds expended for each of the eligible activities.

The initial Performance and Financial Report is required by the 20th of the following month after program activity starts. Grantee shall continue to submit the reports monthly no later than the 20th of each month, the September financial report and request for reimbursement must be in by September 30. The performance report will remain due by the 20th of the following month. Reporting will continue from the start of program activity till the end of the program year.

Along with the performance report grantee shall submit narrative information on progress of the funded activities to the City in the form, content, and frequency as required by the City. Public facility projects must submit narrative information on progress of project on a quarterly basis.

D. Procurement

1. Compliance

The Grantee shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets

purchased with such funds (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this contract.

2. CFR Standards

Grantee shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84, Procurement Standards, and shall subsequently follow the Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property.

3. Travel

Grantee shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this contract.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Sub-recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Sub-recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub-recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub-recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year [or such longer period of time as the Grantee deems appropriate.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount

equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

Grantee agrees to comply and to require all subcontractors to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086 and Executive Order 13279 and the regulations issued under the Order at 41 CFR Chapter 60.

2. Nondiscrimination

Grantee will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. Grantee will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provision of this nondiscrimination clause.

3. Section 504

Grantee agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), and all related regulations, which prohibits discrimination against the handicapped in any Federally assisted program. The City shall provide the Grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

4. Reports

The Grantee shall maintain a report that documents the race/ethnicity of its employees. The Grantee shall provide the City a copy with said report upon execution of this Agreement.

5. Policies

The Grantee shall maintain current copies of its fair housing ad equal opportunity policies. The Grantee shall provide a copy of said policies to the City immediately upon request.

B. Affirmative Action

1. Approved Plan

The Grantee agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. Grantees receiving federal funds through the City are required to develop a written affirmative action program to insure that equal opportunity is provided in all aspects of their employment.

2. Women-and Minority-Owned Businesses

Grantee will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

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

4. Notifications

Grantee will send to each labor union or representative of works with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Grantee's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that it is an Equal Opportunity and Affirmative Action employer.

6. Subcontractors

Grantee will include the provisions of Paragraph IX A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

Grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards

Grantee agrees to comply and require all subcontractors to comply with the requirements of the Secretary of Labor in accordance with the Davis Bacon Act as amended, the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act, and all other applicable federal, state, and local laws pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Grantee will maintain documentation which demonstrates compliance with hour and wage requirements of this part; this documentation shall be made available to the City for review upon request.

3. "Section 3" Clause

a. Compliance

Grantee agrees to comply with the provisions of Section 3 of the Housing and Urban Development Act, as amended (12 USC §1701, et al.) and to include the following clause in all subcontracts executed under this Agreement:

> "The work to be performed under this Contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business

concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

Grantee certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Sub-recipient agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Sub-recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency._ The Sub-recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

Grantee shall not assign or transfer any interest in this contract without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Grantee from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Subcontracts

a. Approvals

Grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such agreement.

b. Monitoring

Grantee will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in

written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

Grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

Grantee shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

e. Suspension/Disbarment

The Grantee shall not enter into any subcontracts with an agency, business or individual that has been suspended, disbarred or otherwise excluded from federal grants. The Grantee shall maintain records demonstrating that it has reviewed potential subcontractors against the debarred and excluded list prior to committing any grant funds to a subcontract.

3. Hatch Act

Grantee agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

a. The Grantee shall maintain written codes of conduct that govern the performance of it employees engaged in the award and administration of contracts. Said codes of conduct shall be in compliance with 24 CFR 84.42.

b. Grantee and City agree to abide by the provisions of 24 CFR § 576.57 (d) with respect to conflicts of interest, and Grantee covenants that it presently has no financial interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required under this Agreement.

c. Grantee further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Grantee hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or

elected official or appointed official of the City, or of any designed public agencies or subrecipients which are receiving funds under the ESG Program.

5. Lobbying

Grantee hereby certifies that it is in compliance with the provisions of the Byrd Amendment (42 USC § 3537, and § 3545, and 31 USC 1352) and the implementing regulations at 24 CFR Parts 4 and 87 as follows:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract grant, loan or cooperative agreement.

b. 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 contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive and irrevocable license to

reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

Grantee agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 576.22(b).

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

Grantee agrees to comply with the following requirement insofar as they apply to the performance of this contract:

Clean Air Act, 42 U.S.C., 7401, et seq. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended, and any and all Federal, state, and local laws and regulations and guidelines relating to or pertaining to environmental matters.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Grantee shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation), and any or all related Federal, State, or local laws, regulations and guidelines.

C. Lead-Based Paint

Grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to the Lead-Based Paint Poisoning Prevention Act (42 USC 4821 through 4846) and 24 CFR Part 35, and any or all related Federal, state, or local laws, regulations or guidelines as applicable.

D. Asbestos

Grantee agrees to comply with the Texas Asbestos Health Protection Act set forth at Article 4477-3a Section 12 of the Texas Civil Statutes and the National Emission Standard for Asbestos Regulations set forth at 40 CFR Part 61, and any or all related Federal, state, or local laws, regulations or guidelines.

E. Historic Preservation

Grantee agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract, and any or all related Federal, state or local laws, regulations or guidelines.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Sub-recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Sub-recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Sub-recipient with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

CITY OF LUBBOCK

GLEN C. ROBERTSON
Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Karen Murfee, CD Director

APPROVED AS TO FORM:

Justin Pruitt, Assistant City Attorney

ALCOHOLIC RECOVERY CENTER

Ross Crabtree
Director

FED. I.D. #75-814024

Board Chair

Regular City Council Meeting **6. 26.**

Meeting Date: 08/27/2015

Information

Agenda Item

Resolution - Economic Development: Consider a resolution approving a program or expenditure by the Lubbock Economic Development Alliance to be provided to Bayer CropScience for economic development purposes.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Deputy City Manager

Attachments

Resolution - Bayer CropScience (LEDA)

Resolution and Back Up - New Coke

RESOLUTION

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

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

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

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

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Quincy White, Deputy City Manager

APPROVED AS TO FORM:

_____
Justin Pruitt, Assistant City Attorney

ccdocs/RES. LEDA Expenditure-Bayer CropScience
August 12, 2015

RE 15-26

RESOLUTION APPROVING BAYER CROPSCIENCE

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK, INC., a Texas nonprofit corporation (MLI), on Wednesday, July 22, 2015, held in conformity with the bylaws, a quorum being present and acting, the following resolution was unanimously adopted:

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

Grant Bayer CropScience $250,000 a Capital Investment incentive, to be paid out over a five (5) year period after the project is completed.

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

Upon Motion by Director, Mr. David Sharbutt, and Seconded by director, Mr. Les Eubank, it was approved,

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

JOHN OSBORNE, PRESIDENT & CEO

LINDA DAVIS, SECRETARY

MLI Project
Presented to City Council
2015

Project New Coke

Bayer Crop Science is consolidating West Texas Breeding & Trait Development Research facilities to the City of Lubbock. Bayer has chosen a property located at East Loop 289 and 19th Street. This project will be the largest facility of this type for Bayer CropScience in the United States. Bayer will be doing a $17.3 million capital investment project, which includes two processing facilities, two barns and an office complex. Bayer hopes to start construction this year and complete by 4th Quarter of 2016.

The Market Lubbock, Inc. Board of Directors has voted to incent Bayer CropScience $250,000 in capital investment to be paid out over a 5-year period after the project is completed.

The Project will generate additional benefits and costs for local taxing districts. Overall, the City will receive approximately $1,113,600 in net benefits over a 10-year period and the Project will generate $2,359,600 in total for all local taxing districts.

- The present value of net benefits* to the City of Lubbock over 10 years (fiscal) is $869,102.
- The present value of net benefits to all taxing districts over 10 years (fiscal) is $1,830,648.

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

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

Regular City Council Meeting **7. 1.**

Meeting Date: 08/27/2015

Information

Agenda Item

Public Hearing 5:30 p.m. - Finance: Hold a public hearing on a tax rate of $0.56573 per $100 valuation that has been proposed for adoption by the governing body of the City of Lubbock. This rate exceeds the lower of the effective or rollback rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

Item Summary

On August 13, 2015, the City Council approved a resolution for a proposed tax rate of $0.56573 cents per $100 valuation. The City will hold the second public hearing on September 2, 2015 at 12:00 p.m. in the Council Chambers.
A property tax rate of $0.56573 per $100 valuation is proposed. The tax rate is distributed as follows:

General Fund Maintenance and Operations	$0.41991
Interest and Sinking Fund	0.12267
Economic Development	0.02315

Fiscal Impact

The tax rate is scheduled to be adopted at the September 10, 2015, City Council Meeting. The fiscal impact of that decision is unknown until the tax rate is adopted.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Tax Rate Public Hearing Notice
Suggested Lanquage of Announcement

NOTICE OF 2015 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF LUBBOCK

A tax rate of $0.56573 per $100 valuation has been proposed for adoption by the governing body of City of Lubbock. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

PROPOSED TAX RATE	$0.56573 per $100
PRECEDING YEAR'S TAX RATE	$0.52240 per $100
EFFECTIVE TAX RATE	$0.51213 per $100
ROLLBACK TAX RATE	$0.56573 per $100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for City of Lubbock from the same properties in both the 2014 tax year and the 2015 tax year.

The rollback tax rate is the highest tax rate that City of Lubbock may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

property tax amount= (rate) x (taxable value of your property)/100

For assistance or detailed information about tax calculations, please contact:

Tim Radloff - Chief Appraiser/Tax Assessor
Collector
City of Lubbock
2109 Avenue Q, Lubbock, Texas
(806)776-2208
etrinfo@lubbockcad.org
www.lubbockcad.org

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: August 27, 2015 at 5:30 pm at City Hall, 1625 13th Street, Lubbock, TX 79401.

Second Hearing: September 2, 2015 at 12:00 pm at City Hall, 1625 13th Street, Lubbock, TX 79401.

City of Lubbock, TX
Finance Department
Tax Rate Public Hearing
Suggested Language Announcing the Date of Vote on Tax Rate

To comply with the State's Truth-in-Taxation legislation, the City Council must announce the date, time, and place of meeting at which it will vote on the tax rate. Following is suggested language:

The City Council will vote on the tax rate at the September 10, 2015, City Council Meeting that will be held in the City Council Chambers, 1625 13th Street, beginning at 5:15 p.m.

Regular City Council Meeting **7. 2.**

Meeting Date: 08/27/2015

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3259, a request of Alejandra Robles, for ADC Inc., for a zoning change from T to C-3 on 2.69 acres of unplatted land out of Block E-2, Section 16, 10609 Slide Road, and consider an ordinance.

Item Summary

General comments:
Request of Alejandra Robles, for ADC Inc., for a zoning change from Transitional, T, to Commercial, C-3, on 2.69 acres of unplatted land out of Block E-2, Section 16, 10609 Slide Road.

Adjacent land uses:
N: A-2 High Density Apartment District - Church on the Rock
S: T Vacant Transitional zoning
E: R-1 Specific Use Single Family Townhomes
W: C-3 Commercial Vacant land across Slide road

Comprehensive Land Use Plan (CLUP):
The request is not consistent with the CLUP. C-3 Commercial should be designated to intersections of major thoroughfares. The 40-acre commercial corners should service residential neighborhoods within a half to one mile radius. The additional commercial is unnecessary because of the additional commercial in the area.

Zoning Policy:
This case is against our long standing policy of not permitting strip commercial between intersections of major thoroughfares. There are currently 66-acres of commercial between 114th Street along the west side of Slide Road, with no break in commercial. There are 23-acres zoned commercial between the request and 98th Street along the east side, along with an existing 18-acres dedicated to a legal non-conforming nursery and a policy 10-acre commercial corner on 114th Street and Quaker Avenue. The City of Lubbock has always been more market driven, and recommendations tend to respect the market, but even if the request is only an additional 2.69 acres along Slide Road,it may be the tipping point which causes more serious detrimental effects along this corridor in the future. Total commercial between 114th Street and 98th Street along Slide is 117-acres almost more than four times as much as policy would recommend.

Effect on the adjacent street and thoroughfare system:
With the church and the proposed additional C-3 zoning along a major thoroughfare, traffic along Slide Road will begin to slow. The additional curb cuts along Slide Road will cause traffic to back up and it will be similar to 34th street between Avenue Q and Indiana Avenue.

Recommendations:
Based on the CLUP and the abundance of commercial along Slide Road, staff could not support the request and recommended denial of the case.

On August 6, 2015, the Planning and Zoning 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

Attachments

Ordinance - 3259

Backup - 3259

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. 3259;** A ZONING CHANGE FROM **T** TO **C-3** ZONING DISTRICT ON **2.69 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 16,** LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3259

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **C-3** zoning district on **2.69 acres of**

unplatted land out of Block E-2, Section 16, City of Lubbock, Lubbock County, Texas, located at **10609 Slide Road**, 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

APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

vw/cityatt/Justin/ZoneCase/ZC3259
August 6, 2015

Surveyor's Report

This Plat is based on a survey made on the ground September March 13, 2015.

Monuments shown as found on this survey were accepted by this surveyor as controlling evidence due to substantial agreement with Record Documents and are not considered as Monuments of Record Dignity unless so noted.

No Substantial Discrepancies between Record Documents and conditions as found on the ground were uncovered on this survey unless noted.

This survey was prepared without the benefit of a Title Commitment. Easements and/or Restrictions other than those shown may apply.

Bearings are based on the Texas North Central Zone Coordinate System, NAD 83.

Combined Scale Factor: 0.9997513

Plat and Field Notes

on a 2.239 Acre Tract out of Section 16, Block E-2, Lubbock County, Texas

Scale: 1"=60'

Surveyed For: Church on the Rock

- ● Set 1./2" Rod with Green Cap (RPLS 4460)
- ⊙ Fd. TXDOT Aluminum monument
- O Fd. 1/2" Rod With Orange Cap Marked RPLS 4460
- MR Monument of Record Dignity
- CCFN Lubbock County Clerk File Number
- G Grid Dimension
- S Surface Dimension

FIELD NOTES on a 2.239 Acre Tract out of Section 16, Block E-2, Lubbock County, Texas and out of the tract described in Volume 9596, Page 255, Lubbock County Official Public Records and being further described by metes and bounds as follows:

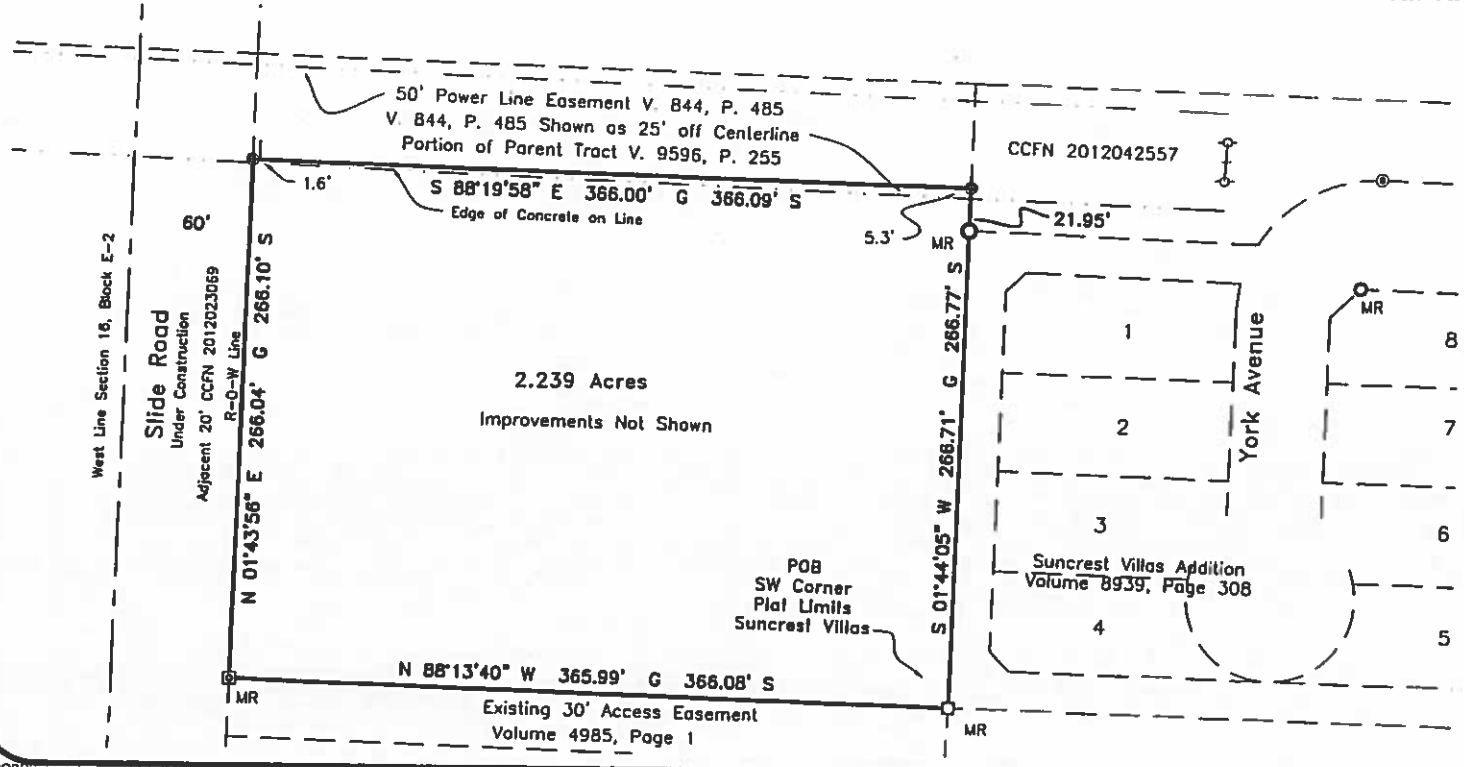
BEGINNING at a found 1/2" rod for the Southwest corner of the Plat limits of Suncrest Villas, as recorded in Volume 8939, Page 308, Lubbock County Official Public Records for the Southeast corner of this tract;

THENCE N 88°13'40" W (Texas North Central Zone Bearing Basis), with the North line of the tract described in Volume 4985, Page 1, Lubbock County Real Property Records, 366.08 feet to a found TXDOT Aluminum Monument in the East Right of Way line of Slide Road for the Southwest corner of this tract;

THENCE N 01°43'56" E, with the East line Slide Road, 266.10 feet to a set 1/2" rod with green cap marked RPLS 4460 for the Northwest corner of this tract;

THENCE S 88°19'58" E, with the South edge of a concrete parking lot, 366.09 feet to a set 1/2" rod with cap for the Northeast corner of this tract,

THENCE S 01°44'05" E, at 21.95 feet pass a found rod with orange cap at the Northwest corner of an alley continuing with the West line of the Plat Limits of Suncrest Villas Addition, 266.77 feet to the Place of Beginning and containing 2.239 Acres including any Right of Way.



J.M. CIESZINSKI, RPLS # 4460

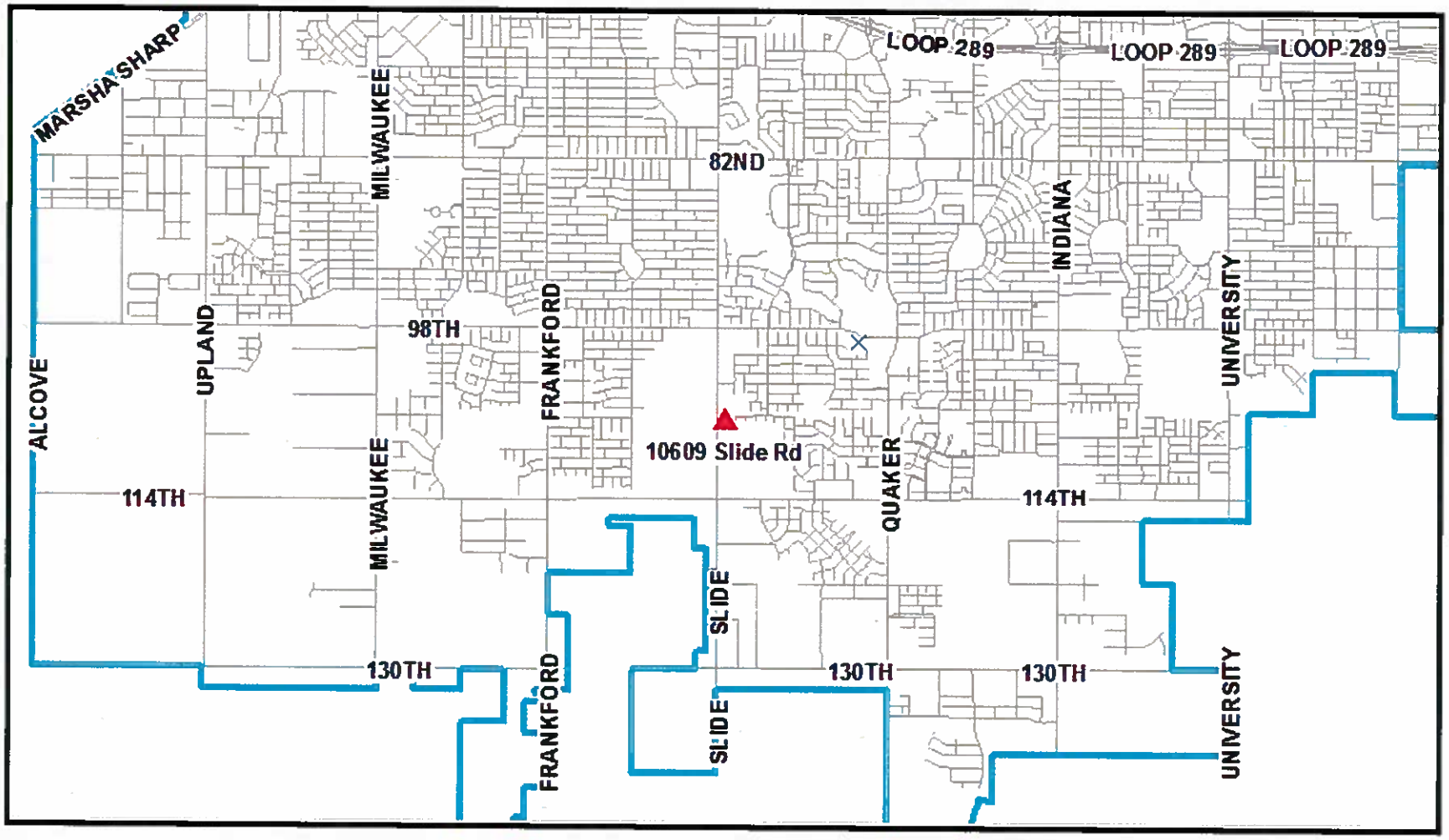
PLAT SHOWN AS SURVEYED ON THE GROUND

March 14, 2015

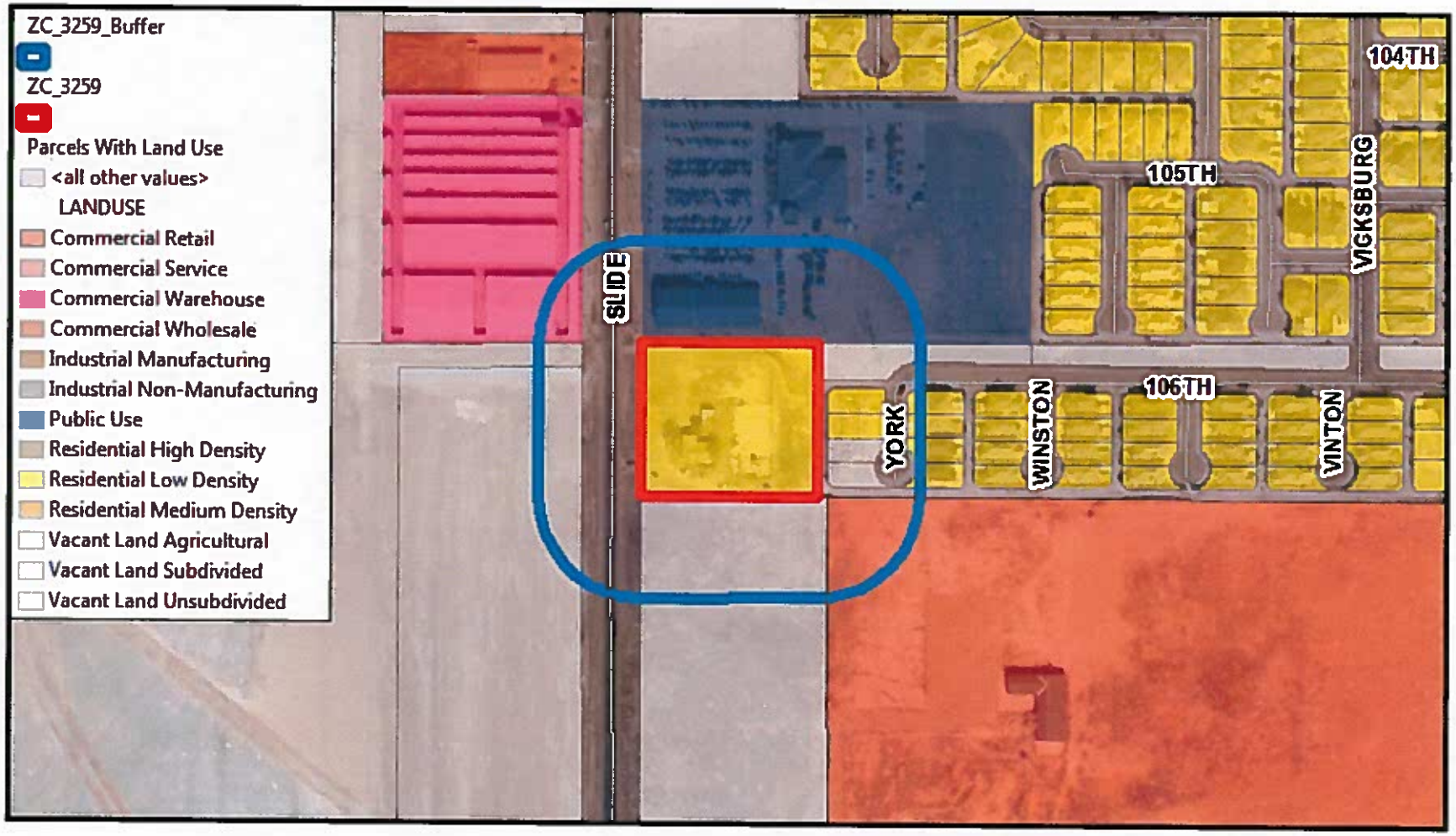
ABACUS ENGINEERING SURVEYING
2737 81st Street
LUBBOCK, TEXAS
806-745-7870
Count on It

TEXAS SURVEYING NO. 101153-00
TEXAS ENGINEERING FIRM NO. 4368

S:\COORDINATES Projects\CHURCH ON THE ROCK\STAKE OUT\Church on the Rock March 2015.dwg, 3/14/2015 12:53:43 PM, SHARP MX-2300N PCL6 1x17 pc3

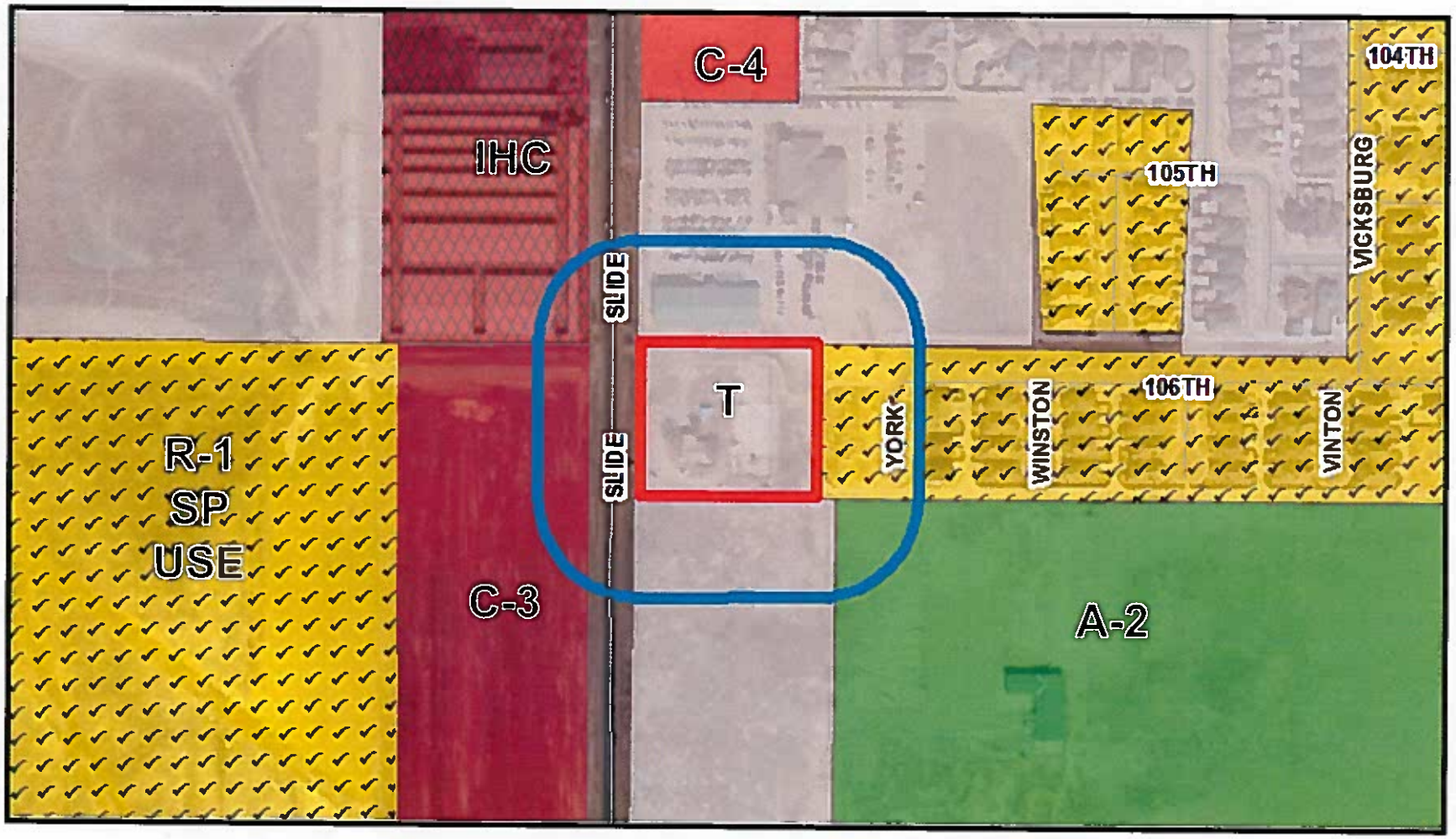


P.Z.C. Case 3259



P.Z.C. Case 3259

Request of Alejandra Robles (for ADC Inc.) for a zoning change from T to C-3, 10609 Slide Road



P.Z.C. Case 3259 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) Alejandra Robles

4417 71st Street, STE. 41
Street/Post Office Box

Lubbock TX 79424
City State Zip

(806) 793.33.17
Telephone

For ADC INC.

4417 71st Street, STE. 41
Street/Post Office Box

Lubbock TX 79424
City State Zip

(806) 793.33.17
Telephone

Location or Address: 10609 Slide Rd.

Legal Description:* Block E2 SEC 16 AB 745 TR2& 2B OF S/2 AC 2.69

Existing Land Use: Residential **Existing Zoning:** T- Transition District

Acreage or Square Footage of Property: 2.69 Acreage

Zoning Requested: C3 General Retail District

Proposed Development: Retail golf store, small bakery, tea to go place, possibly small boutique retail.

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

Alejandra Robles
Applicant's Signature

June 29, 2015
Date

alejandra@adc-group.com

Filing Fee: 481.00 pd 6/30/15
(S475.00 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: 74997 map 41

Zone Case No.: 3259 **Agenda No.:**

Request for zoning change from: T **To:** C-3

2.69 acres of unplatted land out of block E-2 section 16

on Lot(s): — **Block(s):**

Subdivision: — **Address:** 10609 Slide rd

VS

A NEW RETAIL DEVELOPMENT FOR:
10609 SLIDE ROAD
LUBBOCK, TX 79424
ADC | The Design Build Group
SP1.0
PROPOSED RETAIL CENTER
TOTAL DEVELOPED SITE
15,320 SQ.FT.
PARKING PAD FOR FUTURE RESTAURANT
SLIDE ROAD
(110'-0" R.O.W.)
NORTH
GRAPHIC SCALE
01 SITE DEVELOPMENT PLAN
SCALE: 1" = 30'-0"

Surveyor's Report

This Plat is based on a survey made on the ground September March 13, 2015.

Monuments shown as found on this survey were accepted by this surveyor as controlling evidence due to substantial agreement with Record Documents and are not considered as Monuments of Record Dignity unless so noted.

No Substantial Discrepancies between Record Documents and conditions as found on the ground were uncovered on this survey unless noted.

This survey was prepared without the benefit of a Title Commitment. Easements and/or Restrictions other than those shown may apply.

Bearings are based on the Texas North Central Zone Coordinate System, NAD 83.

Combined Scale Factor: 0.9997513

Plat and Field Notes

on a 2.239 Acre Tract out of Section 16, Block E-2, Lubbock County, Texas

Scale: 1"=60'

Surveyed For: Church on the Rock

- ● Set 1/2" Rod with Green Cap (RPLS 4460)
- ⊙ Fd. TXDOT Aluminum monument
- O Fd. 1/2" Rod With Orange Cap Marked RPLS 4460
- MR Monument of Record Dignity
- CCFN Lubbock County Clerk File Number
- G Grid Dimension
- S Surface Dimension

FIELD NOTES on a 2.239 Acre Tract out of Section 16, Block E-2, Lubbock County, Texas and out of the tract described in Volume 9598, Page 255, Lubbock County Official Public Records and being further described by metes and bounds as follows:

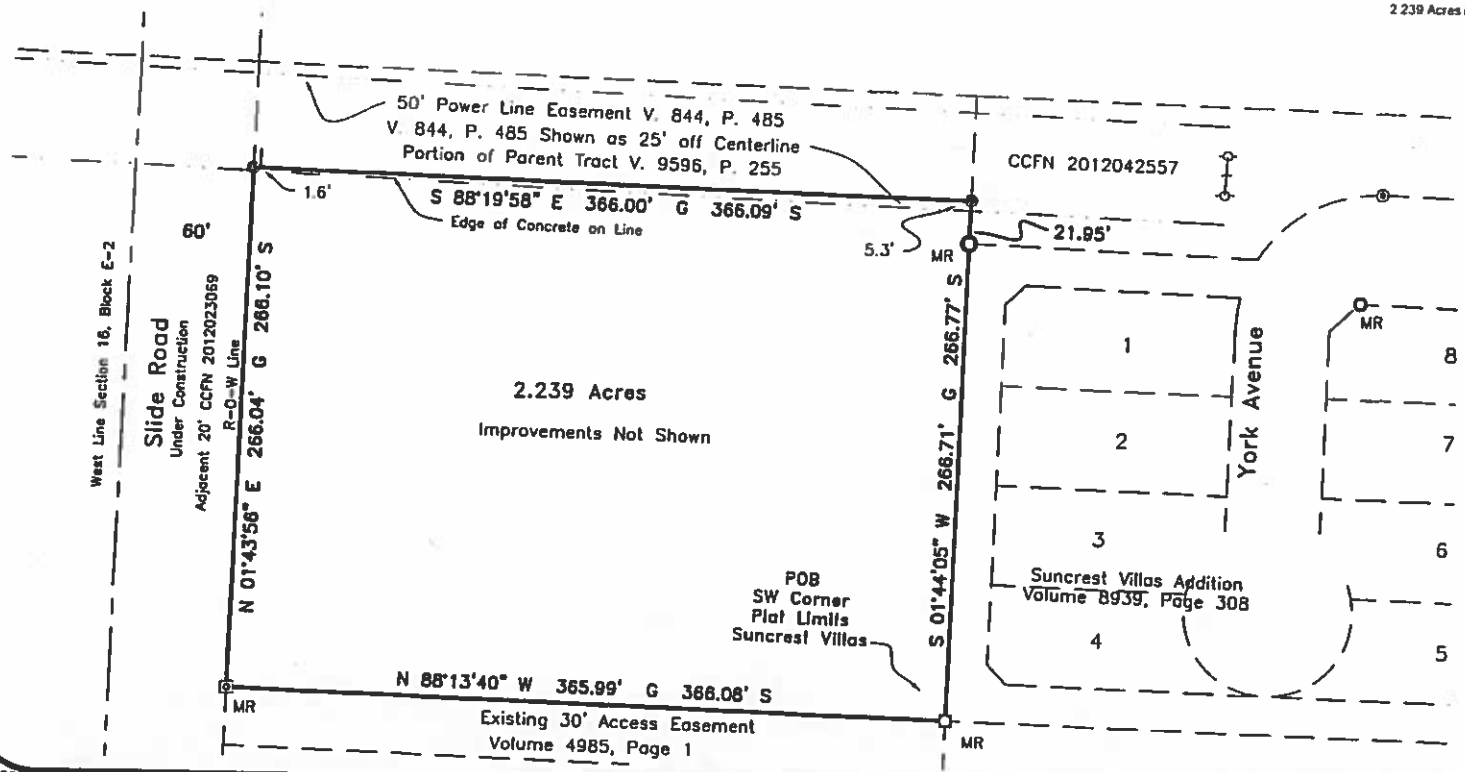
BEGINNING at a found 1/2" rod for the Southwest corner of the Plat limits of Suncrest Villas, as recorded in Volume 8938, Page 308, Lubbock County Official Public Records for the Southeast corner of this tract;

THENCE N 88°13'40" W (Texas North Central Zone Bearing Base), with the North line of the tract described in Volume 4985, Page 1, Lubbock County Real Property Records, 368.08 feet to a found TXDOT Aluminum Monument in the East Right of Way line of Slide Road for the Southwest corner of this tract;

THENCE N 01°43'56" E, with the East line Slide Road, 268.10 feet to a set 1/2" rod with green cap marked RPLS 4460 for the Northwest corner of this tract;

THENCE S 88°19'58" E, with the South edge of a concrete parking lot, 366.09 feet to a set 1/2" rod with cap for the Northeast corner of this tract;

THENCE S 01°44'05" E, at 21.95 feet pass a found rod with orange cap at the Northwest corner of an alley continuing with the West line of the Plat Limits of Suncrest Villas Addition, 266.77 feet to the Place of Beginning and containing 2.239 Acres including any Right of Way.



J.M. CIESZINSKI, RPLS # 4460

PLAT SHOWN AS SURVEYED ON THE GROUND

March 14, 2015

ABACUS ENGINEERING SURVEYING
2737 81st Street
LUBBOCK, TEXAS
806-745-7670
Count on It

TEXAS SURVEYING NO. 101153-00
TEXAS ENGINEERING FIRM NO. 4388

S:\COORDINATES\Projects\CHURCH ON THE ROCK\STAKE OUT\Church on the Rock March 2015.dwg, 3/14/2015 12:51:40 PM, Sysop, MX 23024, PCLib1247.pc3

Surveyor's Report

This Plat is based on a survey made on the ground September March 13, 2015.

Monuments shown as found on this survey were accepted by this surveyor as controlling evidence due to substantial agreement with Record Documents and are not considered as Monuments of Record Dignity unless so noted.

No Substantial Discrepancies between Record Documents and conditions as found on the ground were uncovered on this survey unless noted.

This survey was prepared without the benefit of a Title Commitment. Easements and/or Restrictions other than those shown may apply.

Bearings are based on the Texas North Central Zone Coordinate System, NAD 83.

Combined Scale Factor: 0.9997513

Plat and Field Notes

on a 2.239 Acre Tract out of Section 16, Block E-2, Lubbock County, Texas

Scale: 1"=60'

Surveyed For: Church on the Rock

- ● Set 1./2" Rod with Green Cap (RPLS 4460)
- ⊙ Fd. TXDOT Aluminum monument
- O Fd. 1/2" Rod With Orange Cap Marked RPLS 4460

MR Monument of Record Dignity
CCFN Lubbock County Clerk File Number
G Grid Dimension
S Surface Dimension

FIELD NOTES on a 2.239 Acre Tract out of Section 16, Block E-2, Lubbock County, Texas and out of the tract described in Volume 9596, Page 255, Lubbock County Official Public Records and being further described by metes and bounds as follows:

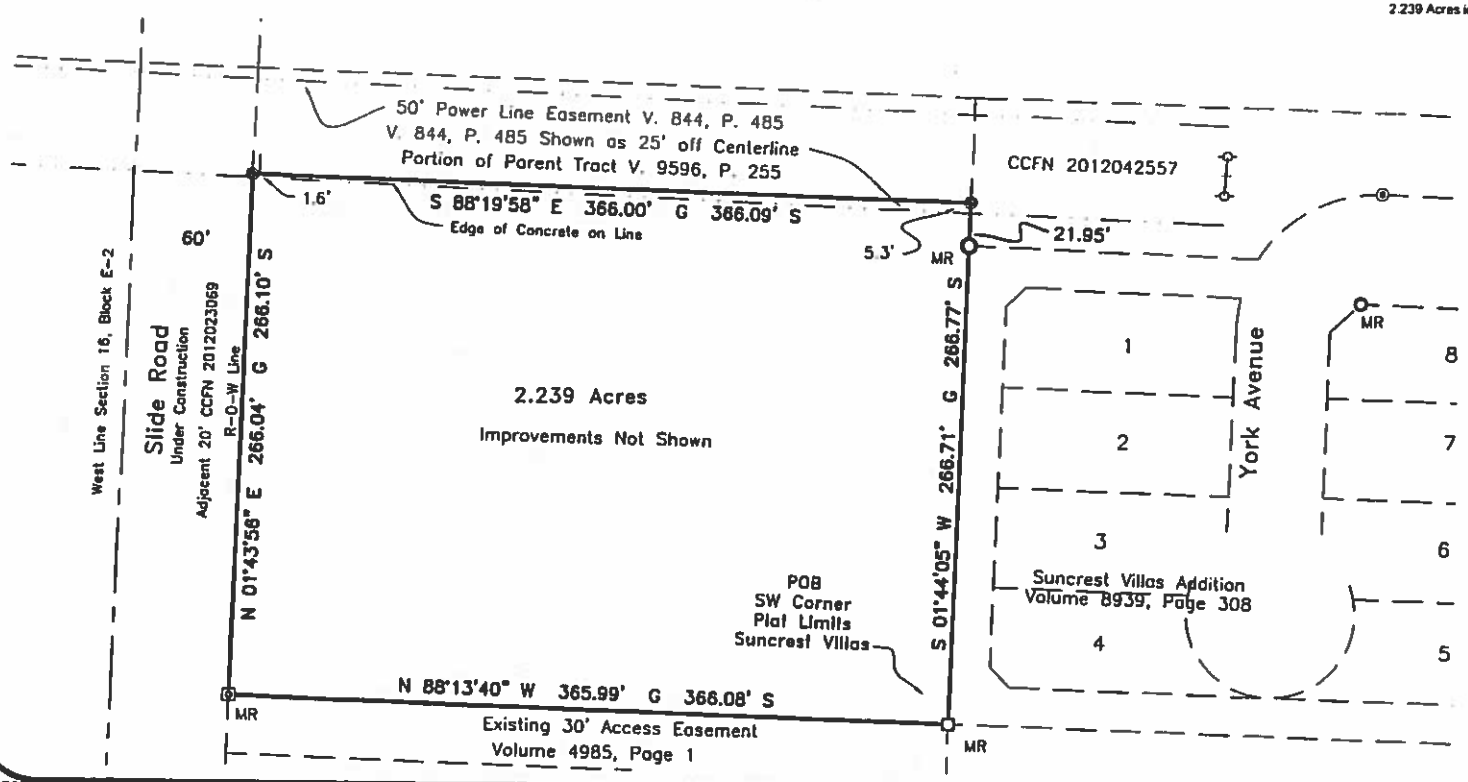
BEGINNING at a found 1/2" rod for the Southwest corner of the Plat limits of Suncrest Villas, as recorded in Volume 8938, Page 308, Lubbock County Official Public Records for the Southeast corner of this tract;

THENCE N 88°13'40" W (Texas North Central Zone Bearing Basis), with the North line of the tract described in Volume 4985, Page 1, Lubbock County Real Property Records, 366.08 feet to a found TXDOT Aluminum Monument in the East Right of Way line of Slide Road for the Southwest corner of this tract;

THENCE N 01°43'58" E, with the East line Slide Road, 266.10 feet to a set 1/2" rod with green cap marked RPLS 4460 for the Northwest corner of this tract;

THENCE S 88°19'58" E, with the South edge of a concrete parking lot, 366.09 feet to a set 1/2" rod with cap for the Northeast corner of this tract;

THENCE S 01°44'05" E, at 21.95 feet pass a found rod with orange cap at the Northwest corner of an alley continuing with the West line of the Plat Limits of Suncrest Villas Addition, 266.77 feet to the Place of Beginning and containing 2.239 Acres including any Right of Way.



J.M. CIESZINSKI, RPLS # 4460

PLAT SHOWN AS SURVEYED ON THE GROUND

March 14, 2015

ABACUS ENGINEERING SURVEYING
2737 81st Street
LUBBOCK, TEXAS
806-745-7870
Count on It

TEXAS SURVEYING NO. 101153-00
TEXAS ENGINEERING FIRM NO. 4388

S:\COORDINATES Projects\CHURCH ON THE ROCK\STAKE OUT\Church on the Rock March 2015.dwg, 3/14/2015 12:53:40 PM, SHARP MX-2308N PCL6 Ltr 17 pc3

Regular City Council Meeting **7. 3.**

Meeting Date: 08/27/2015

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3245-A, a request of AMD Engineering, LLC, for Dr. Jewell Davis, for a zoning change from T to GO on 3.529 acres of unplatted land out of Block E-2, Section 17, 4109 112th Street, and consider an ordinance.

Item Summary

General comments:
The request is to rezone 3.5 acres of land from T, Transitional, to GO for a garden office complex.

Adjacent land uses:
To the north and east are single family homes. There is vacant commercial to the west and an existing convenience store southwest of the property. The City of Lubbock Fire Station No. 16 is south of this property.

Comprehensive Land Use Plan (CLUP):
The request for GO zoning in this location is consistent with the CLUP. Based on the standard CLUP, this area would be eligible for commercial zoning.

Zoning Policy:
With previous amendments to the CLUP for larger than typical commercial zoning on the other three corners of this intersection at 114th Street and Quaker Avenue, commercial zoning would not be a good fit in this location. Additionally, due to the proximity of residential property, the GO as a buffer district is consistent with zoning policies.

Effect on the adjacent street and thoroughfare system:
There should be minimal effect on the thoroughfare system from this zone change.

Recommendations:
Staff recommends the case for approval.

On August 6, 2015, the Planning and Zoning Commission recommended the request with a unanimous vote, with the following conditions:
1. Waive screening fence on north and east side of property.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

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. 3245-A;** A ZONING CHANGE FROM **T** TO **GO** ZONING DISTRICT ON **3.529 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 17,** LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully compiled with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinances and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3245-A

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **GO** zoning district on **3.529 acres of unplatted land out of Block E-2, Section 17,** City of Lubbock, Lubbock County, Texas located at **4109 112th Street,** subject to conditions, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the requirement for a screening fence on the north and east side of property shall be waived.**

SECTION 2. THAT violation of any provisions of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC3245-A
August 6, 2015

Rezone to GARDEN OFFICE

METES AND BOUNDS DESCRIPTION of a 3.529 acre tract of land located in Section 17, Block E2, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point in which bears N 00°12'02" E an approximate distance of 755.05 feet and N 89°51'15" E an approximate distance of 274.84' from the Southwest corner of Section 17, Block E2, Lubbock County, Texas;

THENCE N 89°51'15" E an approximate distance of 218.17 feet;

THENCE Southeasterly along a curve to the right having a radius of 570 feet, and arc length of 208.55 feet, a central angle of 20°57'47", a chord distance of 207.39 feet, and a chord bearing of S 79°39'52" E;

THENCE S 23°11'00" E an approximate distance of 21.11 feet;

THENCE S 22°04'55" W an approximate distance of 146.00 feet;

THENCE Southwesterly along a curve to the left having a radius of 600 feet, and arc length of 217.84 feet, a central angle of 90°05'18", a chord distance of 216.64 feet, and a chord bearing of S 11°40'52" W;

THENCE S 89°51'15" W an approximate distance of 241.08 feet;

THENCE N 00°11'44" W an approximate distance of 27.04 feet;

THENCE S 89°51'15" W an approximate distance of 80.00 feet;

THENCE N 00°11'44" W an approximate distance of 400.00 feet to the Point of Beginning and containing approximately 3.529 acres, including any easements.

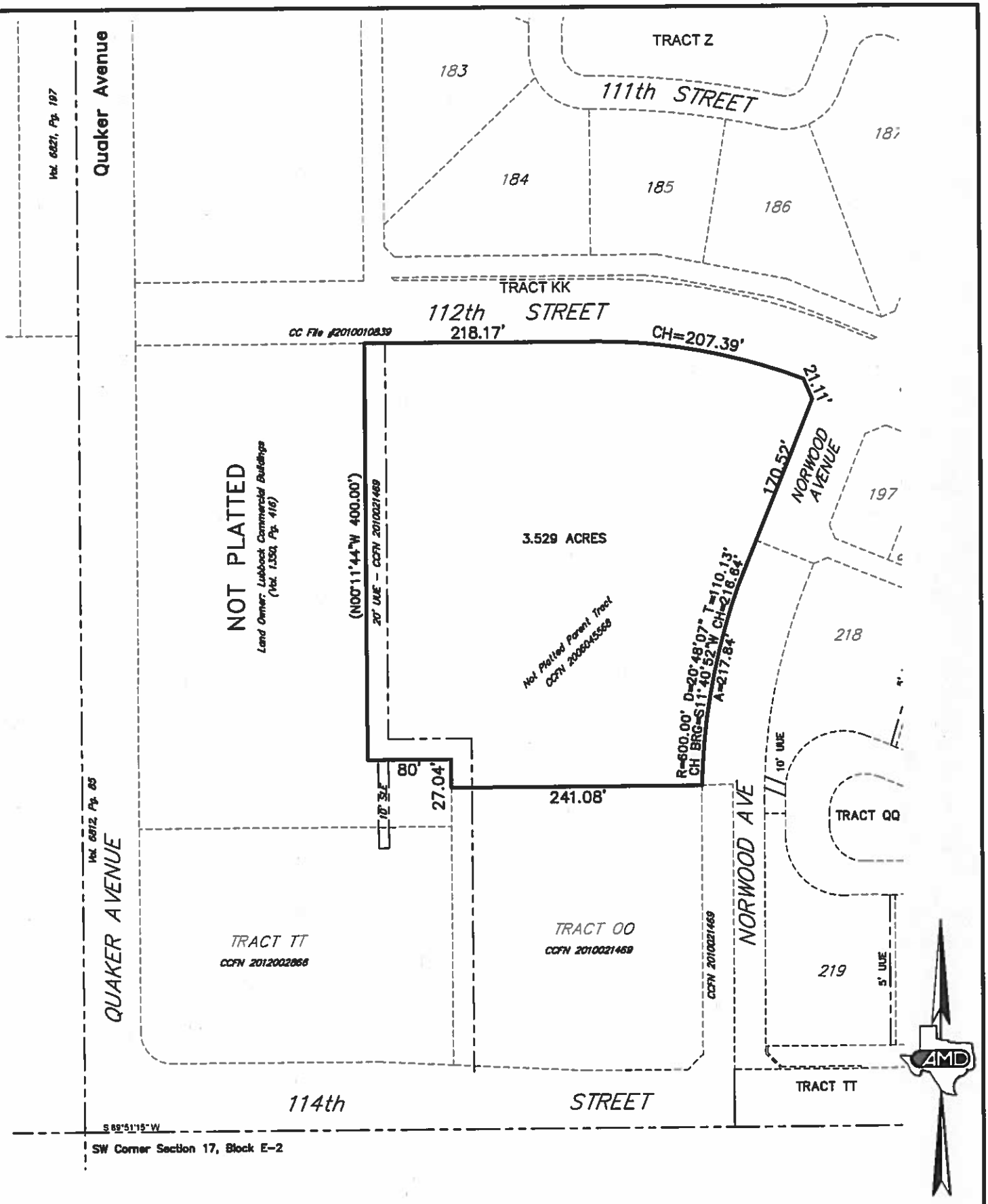
PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for: Dr. Jewell Davis
July 13, 2015

2807 74th Street, Suite 8
Lubbock, Texas 79423

TBPE Reg. # F-9197
www.amdeng.com

Office: (806) 771-5976
Fax: (806) 771-7625

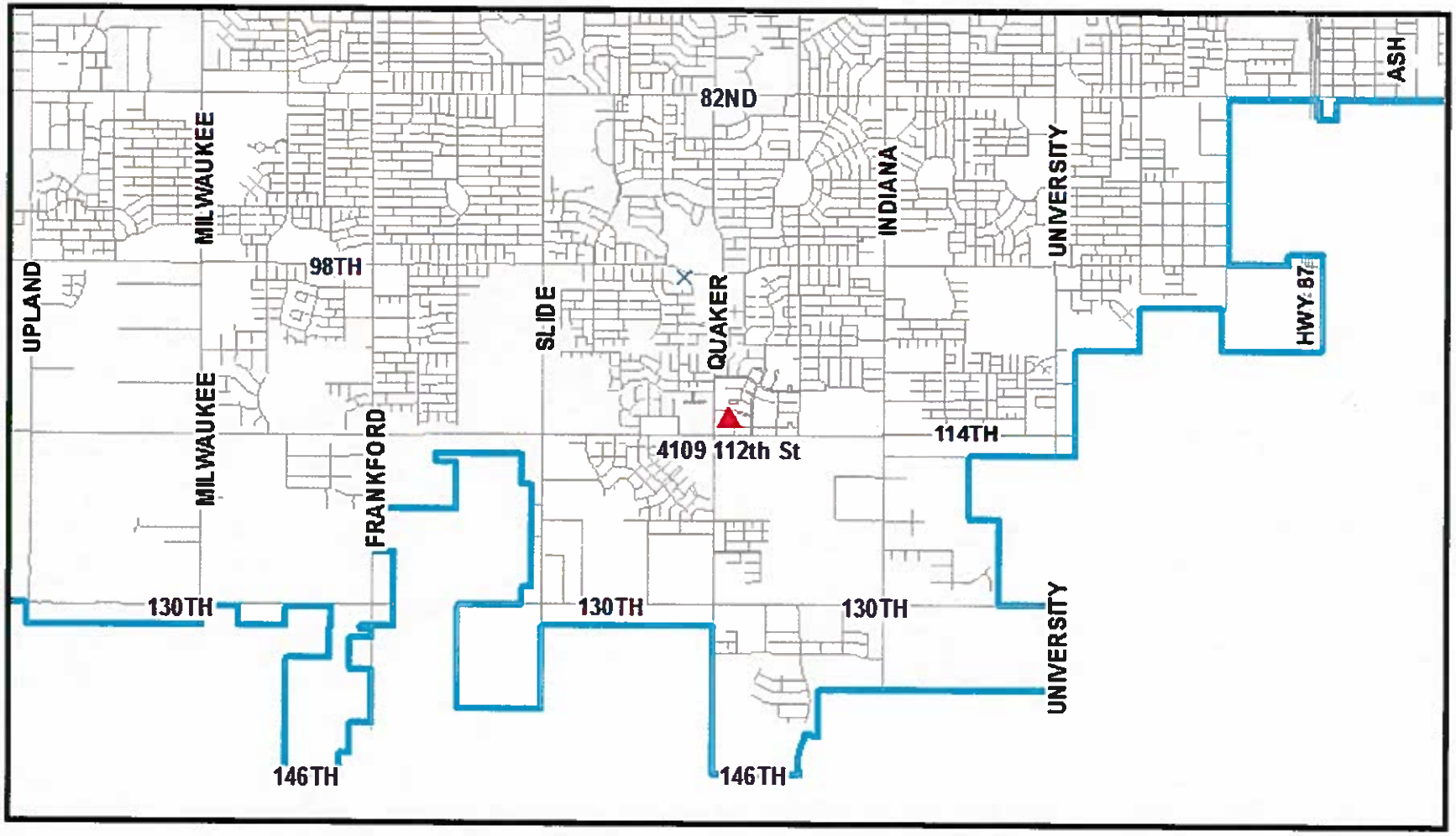


ZONE CHANGE REQUEST FOR GARDEN OFFICE

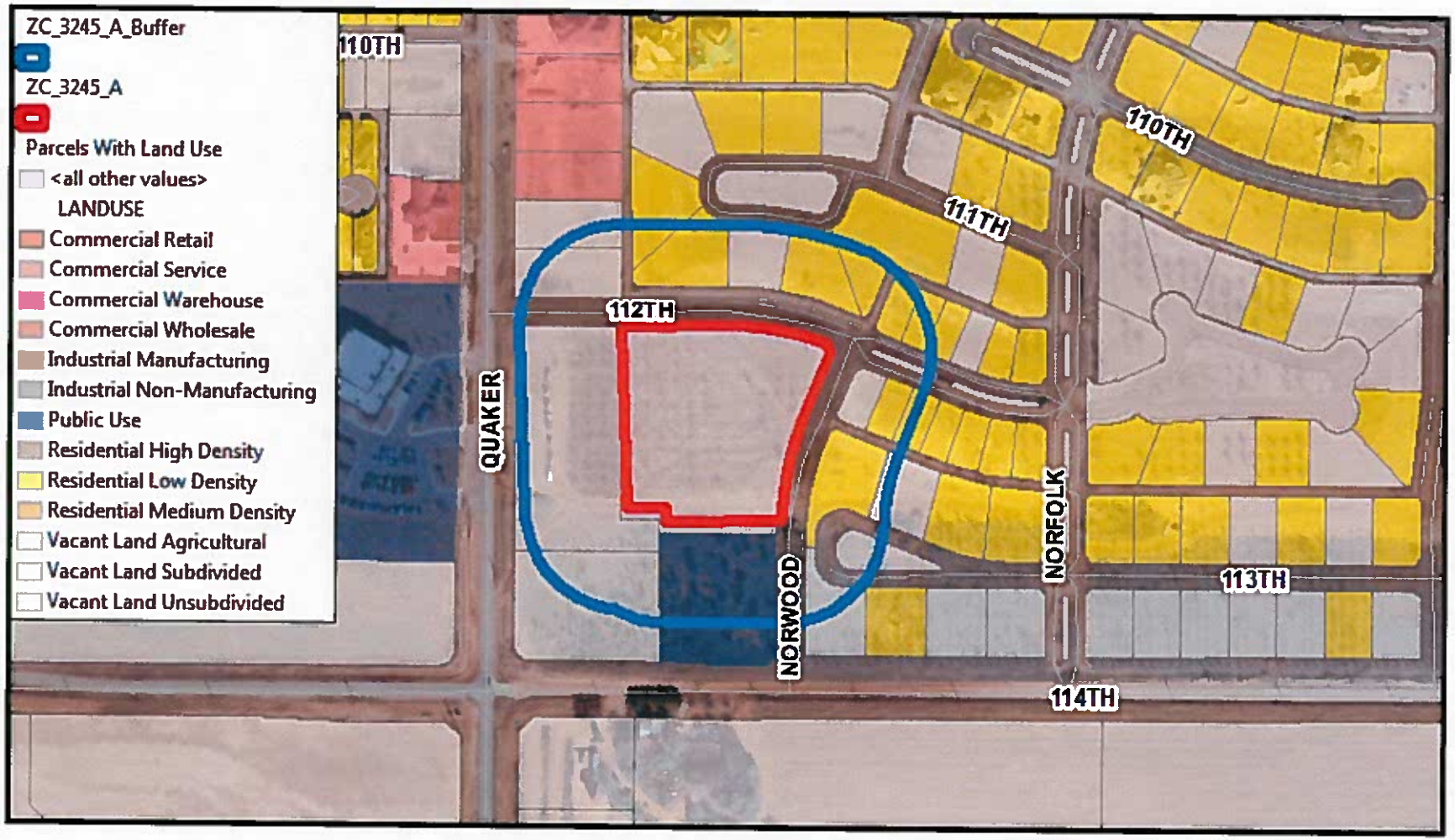
ORCHARD OFFICE PARK

Section 17, Block "E-2"

AMD
CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC
2807 74th Street, Suite 8
Lubbock, TX 79423
Phone: 806-771-5976
Fax: 806-771-7625
TBPE Reg. # F-9197
Accuracy - Efficiency - Integrity

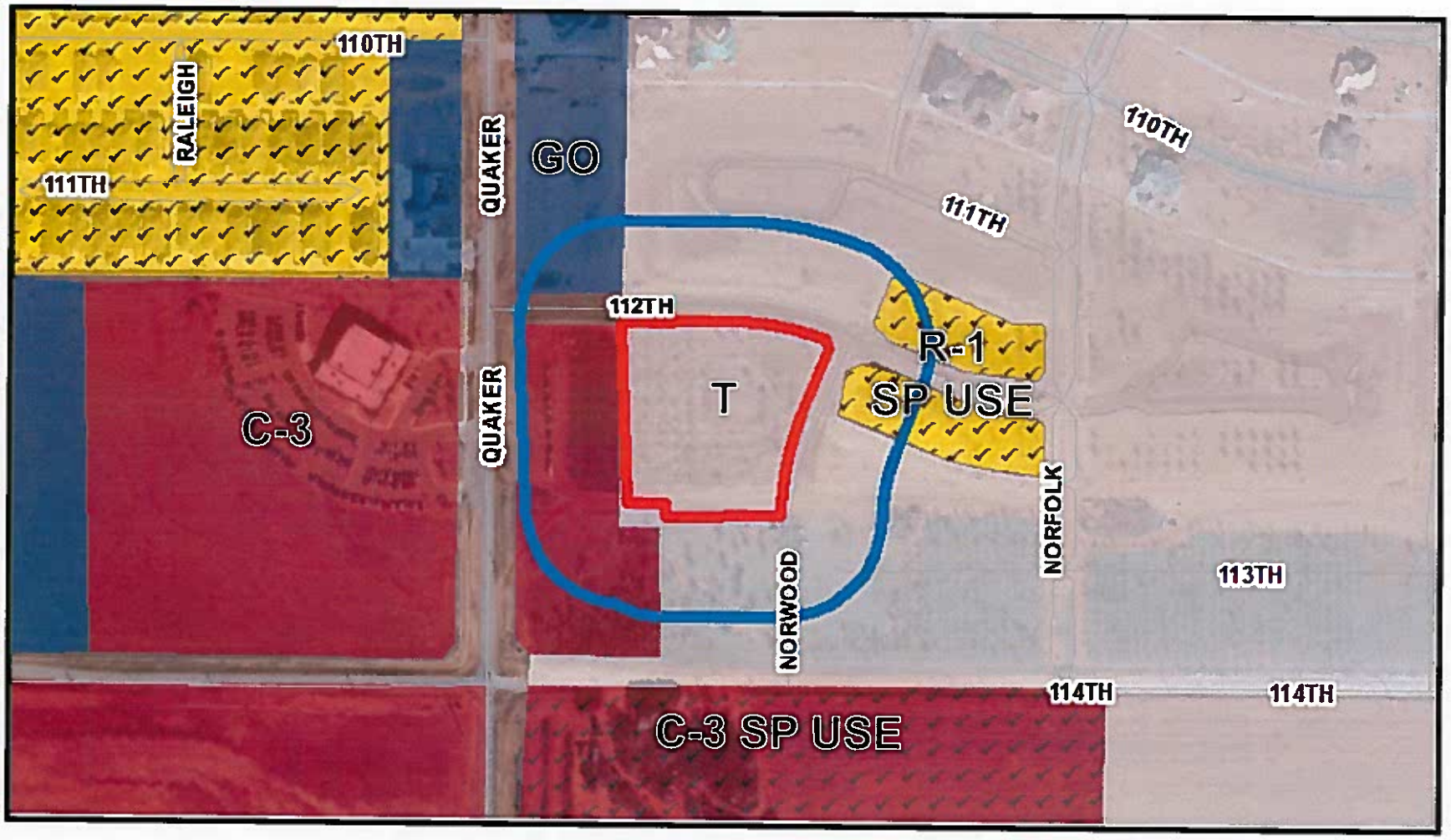


P.Z.C. Case 3245-A



P.Z.C. Case 3245-A

Request of AMD Engineering, LLC (for Dr. Jewell Davis) for a zoning change from T to GO, 4109 112th Street



P.Z.C. Case 3245-A Zoning

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) **AMD Engineering, LLC**

2807 74th Street, Ste. 8
Street/Post Office Box

Lubbock | TX | 79423
City | State | Zip

(806) 771-5976
Telephone

For Dr. Jewell Davis

PO Box 64446
Street/Post Office Box

Lubbock | TX | 79464
City | State | Zip

(806) 789-7909
Telephone

Location or Address: 112TH Street and Norwood Avenue

Legal Description:* See Attached

Existing Land Use: Vacant / Ag

Existing Zoning: T

Acreage or Square Footage of Property: 3.529 acres

Zoning Requested: Garden Office (no screen wall requested along Norwood Avenue or 112th Street adjacent to existing residential zoned property)

Proposed Development: Garden Homes

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

Applicant's Signature

July 13, 2015
Date

Filing Fee: $484
($475.00 for the first acre; $3.00 for each additional acre)

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

For City Use Only

M+B map 41

Zone Case No.: 325-A

Agenda No.:

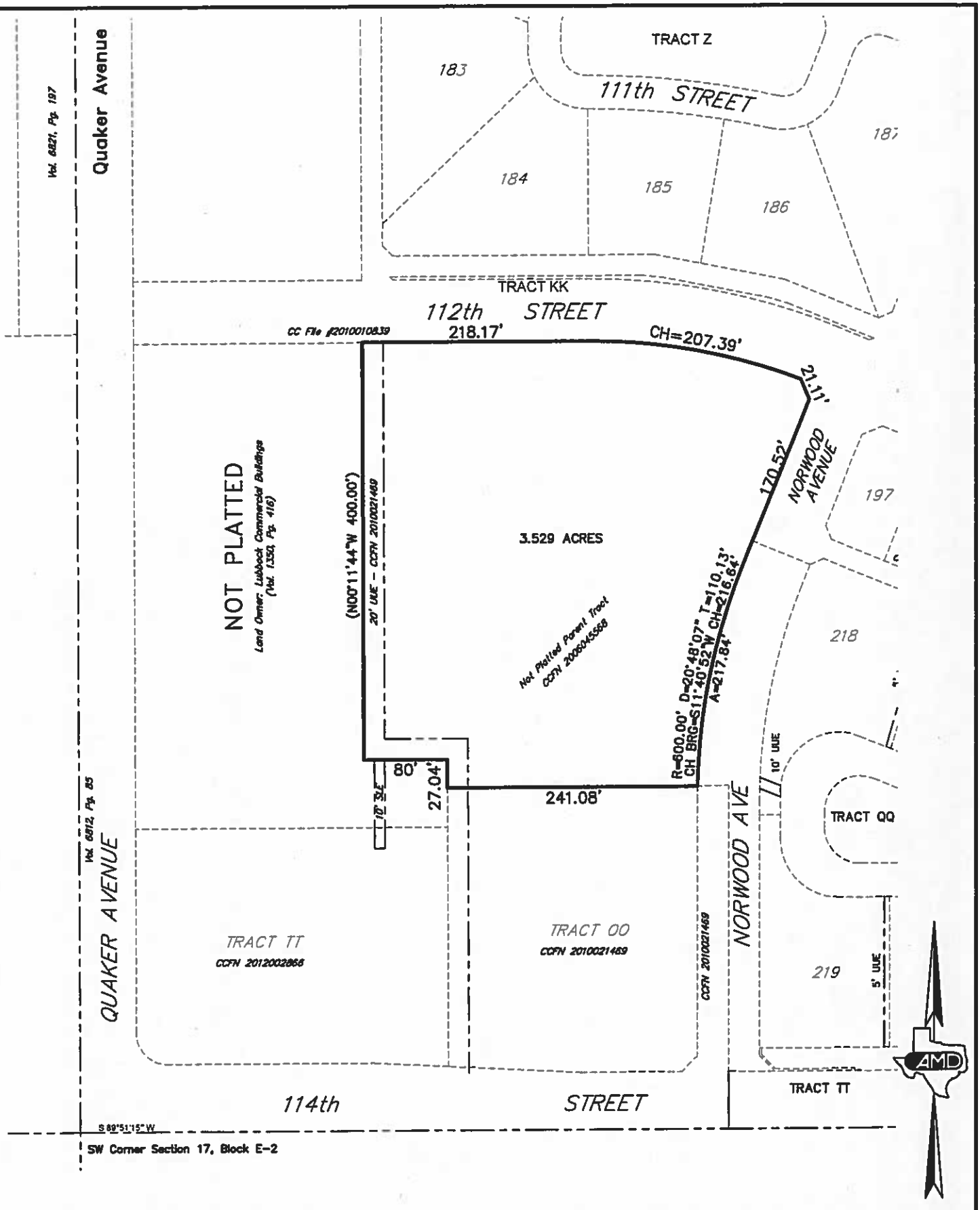
Request for zoning change from: T **To:** GO

on 3.524 Acres of unplatted land out of block E-2 section 17

on Lot(s) , **Block(s)** ,

Addition **(Address:** 4109 112th St).

VS



ZONE CHANGE REQUEST FOR GARDEN OFFICE

ORCHARD OFFICE PARK

Section 17, Block "E-2"

AMD
CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC
2807 74th Street, Suite 8
Lubbock, TX 79423
Phone: 806-771-5976
Fax: 806-771-7625
TBPE Reg. # F-9197
Accuracy - Efficiency - Integrity

Rezone to GARDEN OFFICE

METES AND BOUNDS DESCRIPTION of a 3.529 acre tract of land located in Section 17, Block E2, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point in which bears N 00°12'02" E an approximate distance of 755.05 feet and N 89°51'15" E an approximate distance of 274.84' from the Southwest corner of Section 17, Block E2, Lubbock County, Texas;

THENCE N 89°51'15" E an approximate distance of 218.17 feet;

THENCE Southeasterly along a curve to the right having a radius of 570 feet, and arc length of 208.55 feet, a central angle of 20°57'47", a chord distance of 207.39 feet, and a chord bearing of S 79°39'52" E;

THENCE S 23°11'00" E an approximate distance of 21.11 feet;

THENCE S 22°04'55" W an approximate distance of 146.00 feet;

THENCE Southwesterly along a curve to the left having a radius of 600 feet, and arc length of 217.84 feet, a central angle of 90°05'18", a chord distance of 216.64 feet, and a chord bearing of S 11°40'52" W;

THENCE S 89°51'15" W an approximate distance of 241.08 feet;

THENCE N 00°11'44" W an approximate distance of 27.04 feet;

THENCE S 89°51'15" W an approximate distance of 80.00 feet;

THENCE N 00°11'44" W an approximate distance of 400.00 feet to the Point of Beginning and containing approximately 3.529 acres, including any easements.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for: Dr. Jewell Davis
July 13, 2015

2807 74th Street, Suite 8
Lubbock, Texas 79423

TBPE Reg. # F-9197
www.amdeng.com

Office: (806) 771-5976
Fax: (806) 771-7625

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

2

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3245-A**

In Favor of ✓

Opposed ____

Reasons and/or Comments:

RECEIVED
AUG – 3 REC'D
PLANNING DEPARTMENT

Print Name Karen Eustace

Signature: [signature]

Address: 4013 112th Street (P.O. Box 53838 79453)

Address of Property Owned: 4013 112th Street

17 of 19

Zone Case Number: 3245-A 91711
EUSTACE RANDALL & KAREN
PO BOX 53838

LUBBOCK TX 79453-3838

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

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3245-A**

In Favor of X

Opposed ____

Reasons and/or Comments:

RECEIVED
JUL 29 REC'D
PLANNING DEPARTMENT

Print Name Larry C. Allen - Peoples Bank

Signature: [signature]

Address: 5820-82nd St. Lubbock, Tx. 79424

Address of Property Owned: NE Corner of 112th & Quaker

9 of 19

Zone Case Number: 3245-A 92799
PEOPLES BANK
5820 82ND ST

LUBBOCK TX 79424

552

Regular City Council Meeting **7. 4.**

Meeting Date: 08/27/2015

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 2278-D, a request of James H. Dirks, for W.W. Butler J. Trust No. 1, for a zoning change from C-2 to C-2 Specific Use for a veterinary clinic on .0573 acres on Lot 1, Butler 98th and Slide Addition, 5212 98th Street, and consider an ordinance.

Item Summary

General comments:
This request is to rezone a portion of an existing shopping center to allow for an addition to an existing veterinary clinic. In early 2013, prior to construction, there was a request for a portion of this shopping center to include a vet clinic. In April of 2014, there was a zone case for a proposed expansion to have indoor kennels and the clinic has now seen a need for additional square footage to expand their business.

Adjacent land uses:
N: C-2 Generic Retail
S: 98th Street/ Commercial
E: C-2 CVS Pharmacy
W: R-1 Residential Single Family

Comprehensive Land Use Plan (CLUP):
The request is consistent with the CLUP and is an expansion on an existing use of the property which has not caused harm to the area.

Zoning Policy:
A veterinary clinic is permitted under a specific use zoning case in a commercial district. There will be no outside activity or kennels except for a dog run.

Effect on the adjacent street and thoroughfare system:
None.

Recommendations:
Staff recommends the request for approval with the following conditions:
1. That the zone change be tied to the site plan.

On August 6, 2015, the Planning and Zoning Commission recommended the request with a unanimous vote, with the following conditions:
1. That the zone change be tied to the site plan.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance - 2278

Backup - 2278

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. 2278-D;** A ZONING CHANGE FROM **C-2** TO **C-2 SPECIFIC USE** FOR **A VETERINARY CLINIC**, ON **.0573 ACRES ON LOT 1, BUTLER 98TH AND SLIDE ADDITION,** LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 2278-D

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-2** to **C-2 Specific Use** for **a veterinary clinic** on **.0573 acres on Lot 1, Butler 98th and Slide Addition,** City of Lubbock, Lubbock County, Texas, located at **5212 98th Street,** and being further described as follows, subject to conditions:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SUBJECT TO THE FOLLOWING CONDITIONS:

1. THAT the zone change be tied to the site plan.

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **C-2** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **5212 98th Street**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC2278-D
August 6, 2015

METES AND BOUNDS DESCRIPTION of a 0.0573 acre tract of land being a portion of Lot 1, Butler 98th and Slide Addition to the City of Lubbock, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Northeast corner of this tract which bears South an approximate distance of 60.6 feet and West an approximate distance of 40.0 feet from the Northeast corner of Lot 1, Butler 98th and Slide Addition to the City of Lubbock, Lubbock County, Texas;

THENCE South an approximate distance of 96.0 feet to a point for the Southeast corner of this tract;

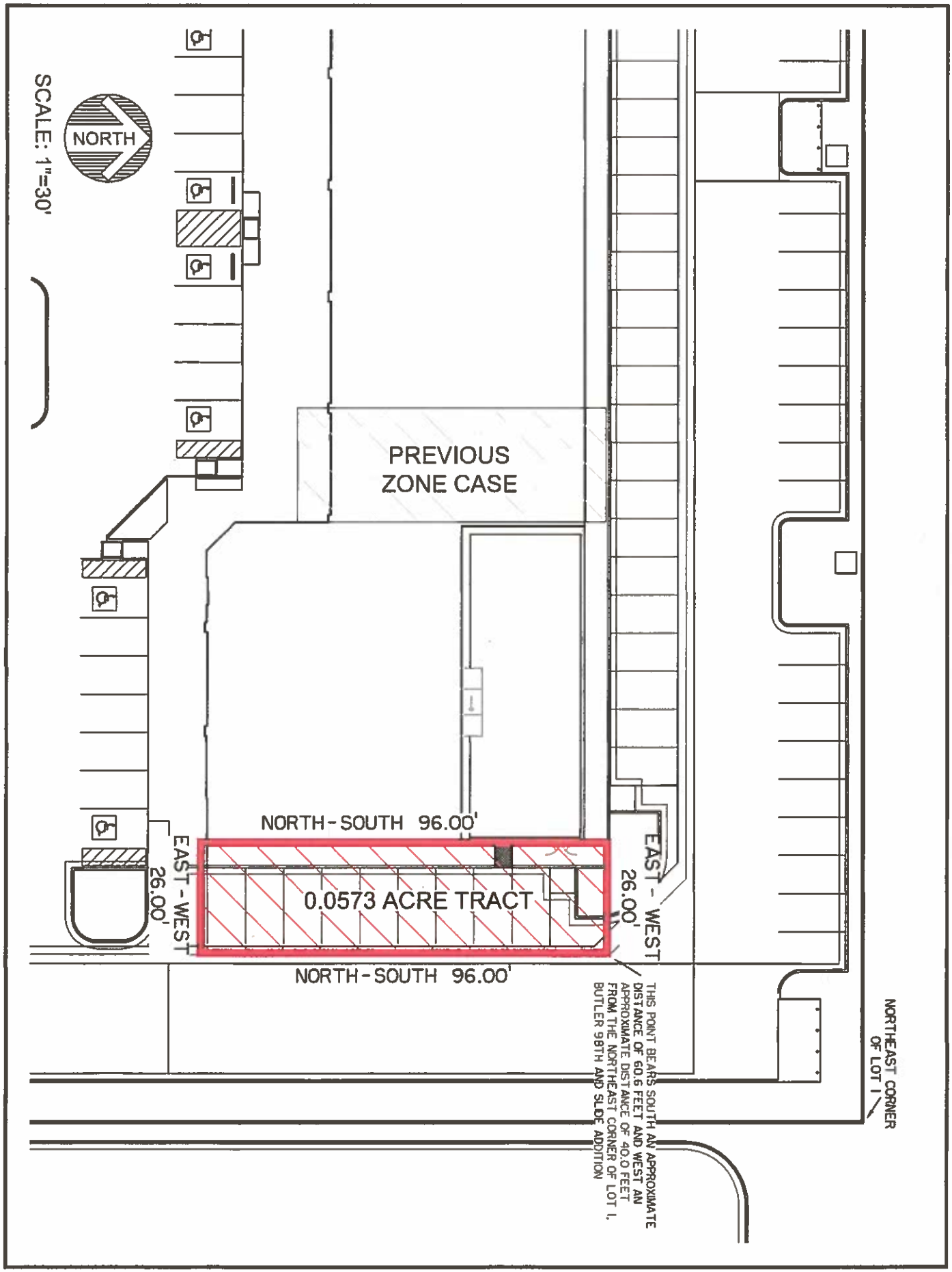
THENCE West an approximate distance of 26.0 feet to a point for the Southwest corner of this tract;

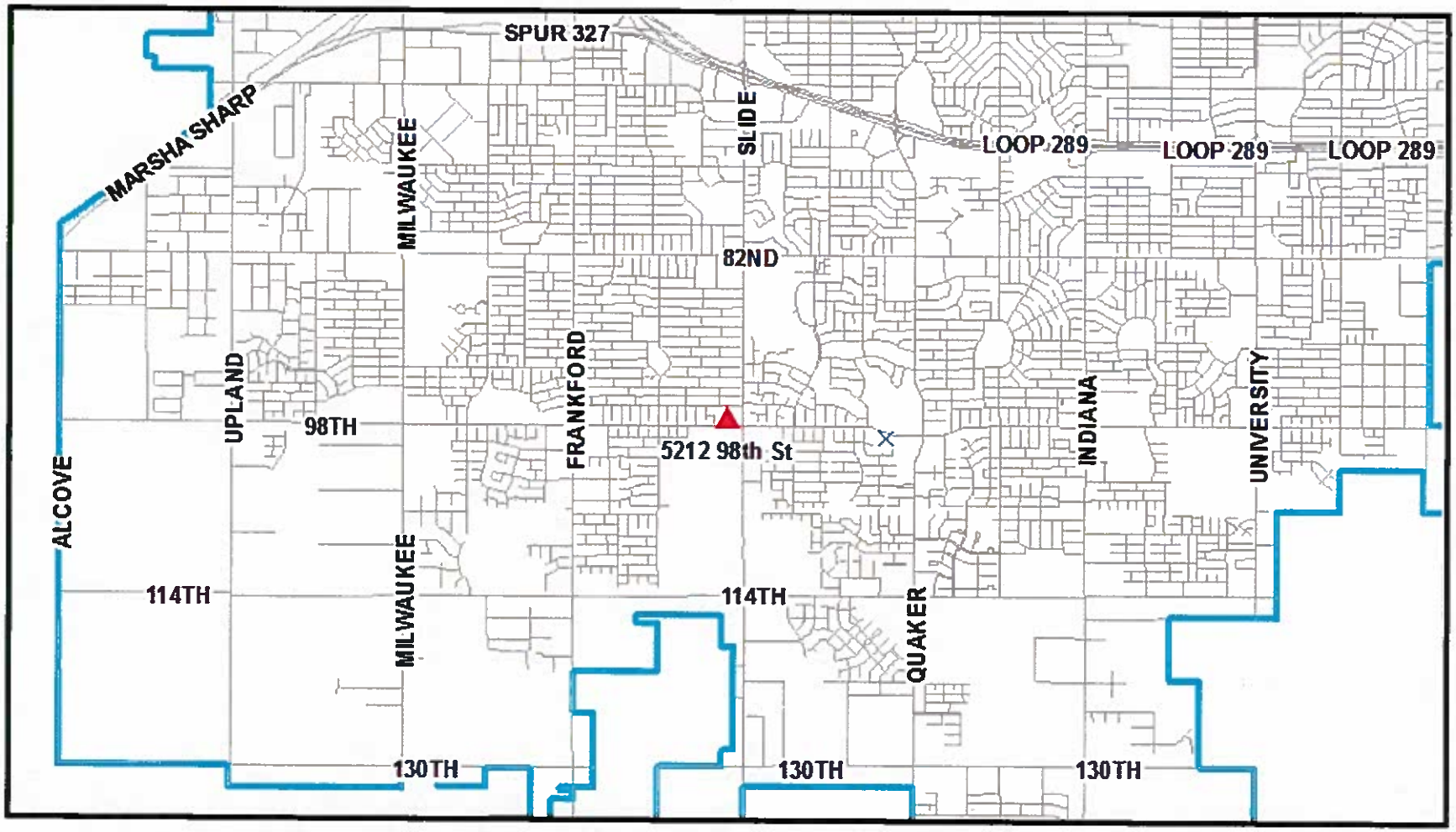
THENCE North an approximate distance of 96.0 feet to a point for the Northwest corner of this tract;

THENCE East an approximate distance of 26.0 feet to the Point of Beginning.

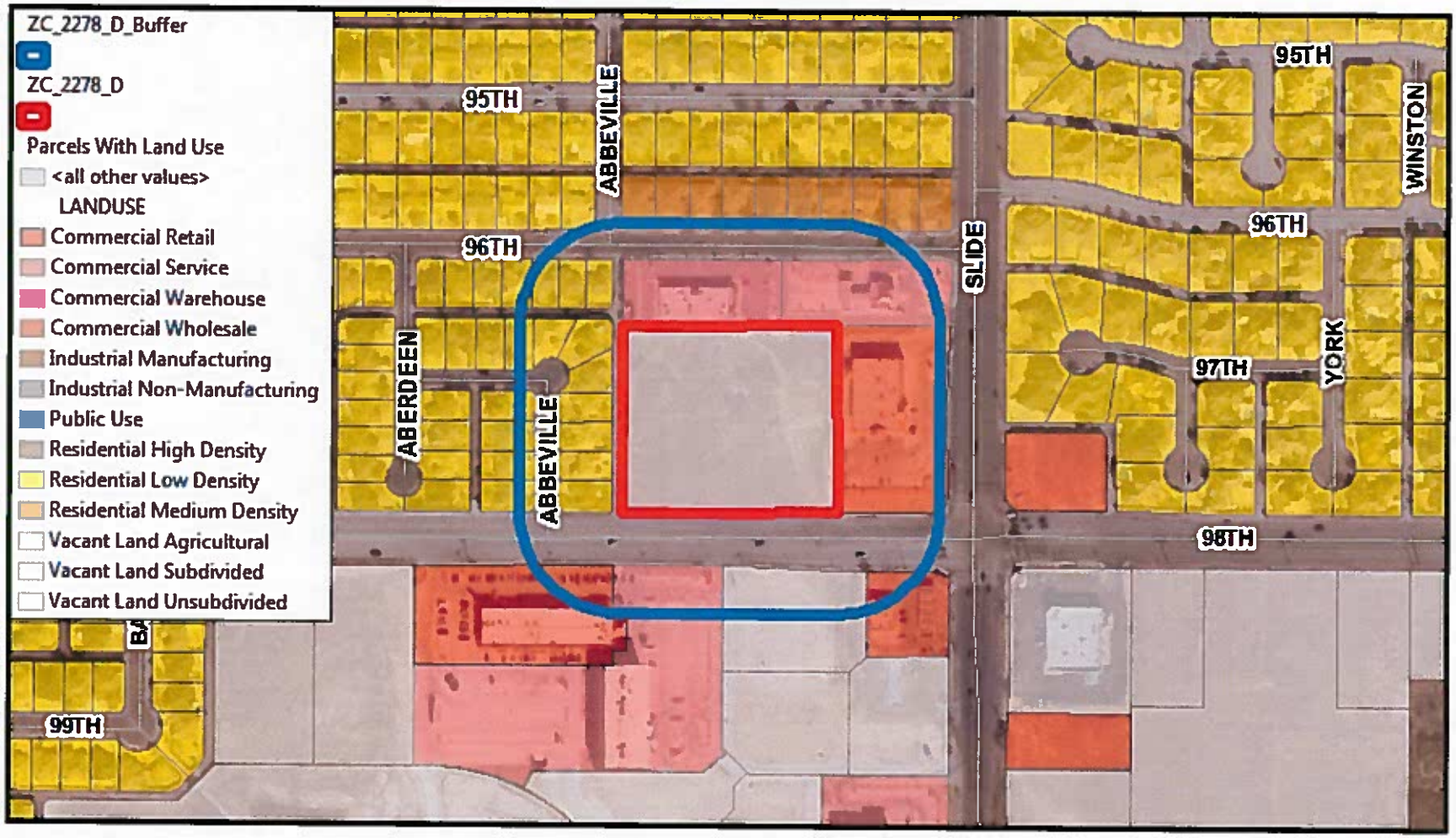
Contains: Approximately 0.0573 Acres

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPESENT A SURVEY.


SCALE: 1"=30'
NORTH
PREVIOUS
ZONE CASE
NORTH - SOUTH 96.00'
EAST - WEST
26.00'
0.0573 ACRE TRACT
NORTH - SOUTH 96.00'
EAST - WEST
26.00'
THIS POINT BEARS SOUTH AN APPROXIMATE DISTANCE OF 60.6 FEET AND WEST AN APPROXIMATE DISTANCE OF 40.0 FEET FROM THE NORTHEAST CORNER OF LOT 1, BUTLER 98TH AND SLOE ADDITION
NORTHEAST CORNER OF LOT 1

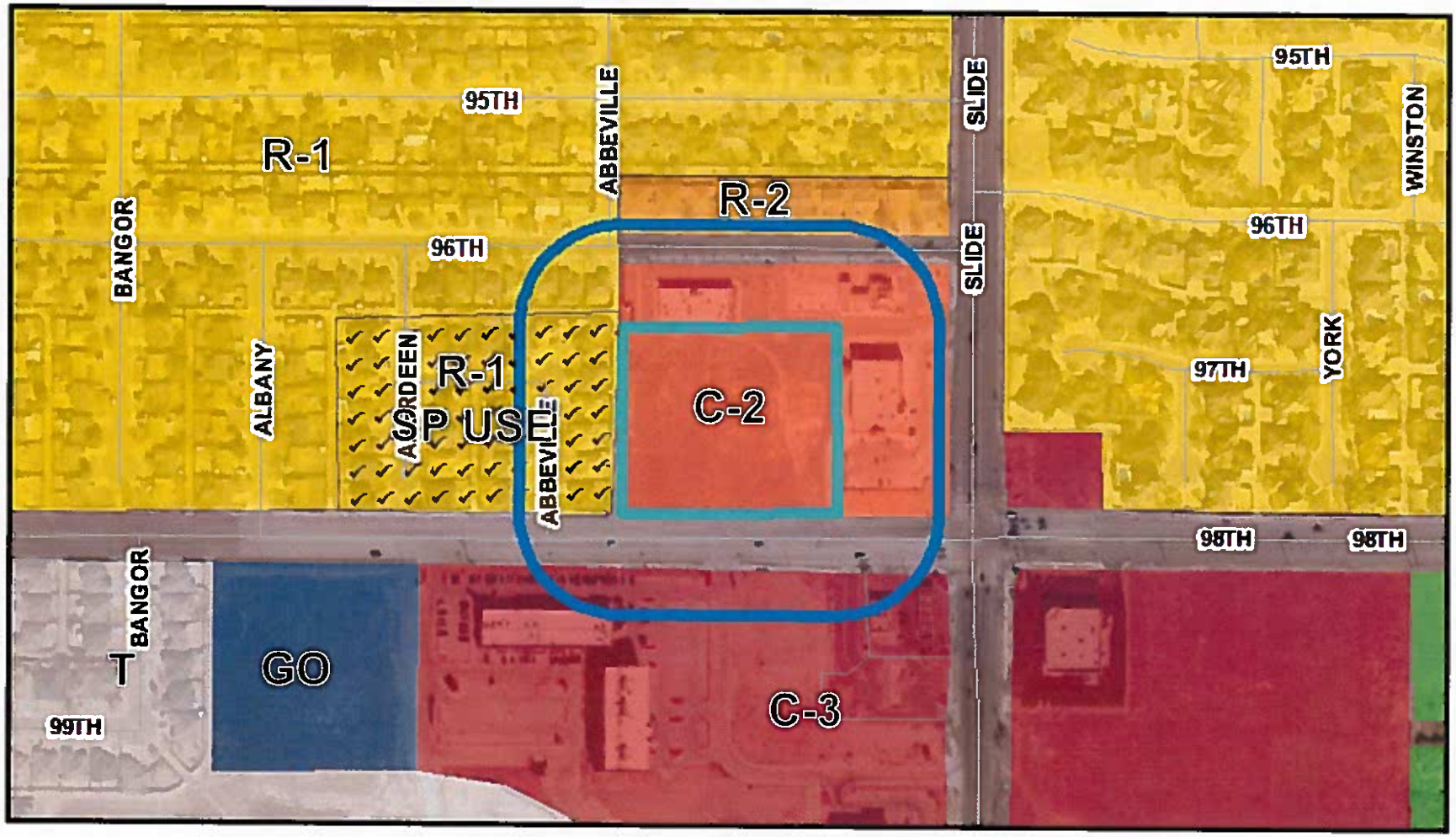


P.Z.C. Case 2278-D



P.Z.C. Case 2278-D

Request of James H. Dirks (for W.W. Butler J. Trust No. 1) for a zoning change from C-2 to C-2 Specific Use for a veterinary clinic, 5212 98th Street



P.Z.C. Case 2278-D Zoning

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) James H. Dirks

1710 15th Street
Street/Post Office Box

Lubbock TX 79401
City State Zip

(806) 762-1226
Telephone

For W. W. Butler Jr. Trust No. 1

601 Slaton Hwy
Street/Post Office Box

Lubbock TX 79404
City State Zip

(806) 748-7827
Telephone

Location or Address: 5214 98th Street, Suite 100

Legal Description:* Lot 1, Butler 98th & Slide Addition

Existing Land Use: Commercial Shopping Center **Existing Zoning:** C2

Acreage or Square Footage of Property: 170,384 Sq. Ft.

Zoning Requested: C2 conditional use for lease areas as noted on metes and bounds and adjoining existing Zone Case 2278-B.

Proposed Development: Veterinary Clinic Expansion

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

Applicant's Signature

7/13/15
Date

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

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

For City Use Only

M+B Map 21

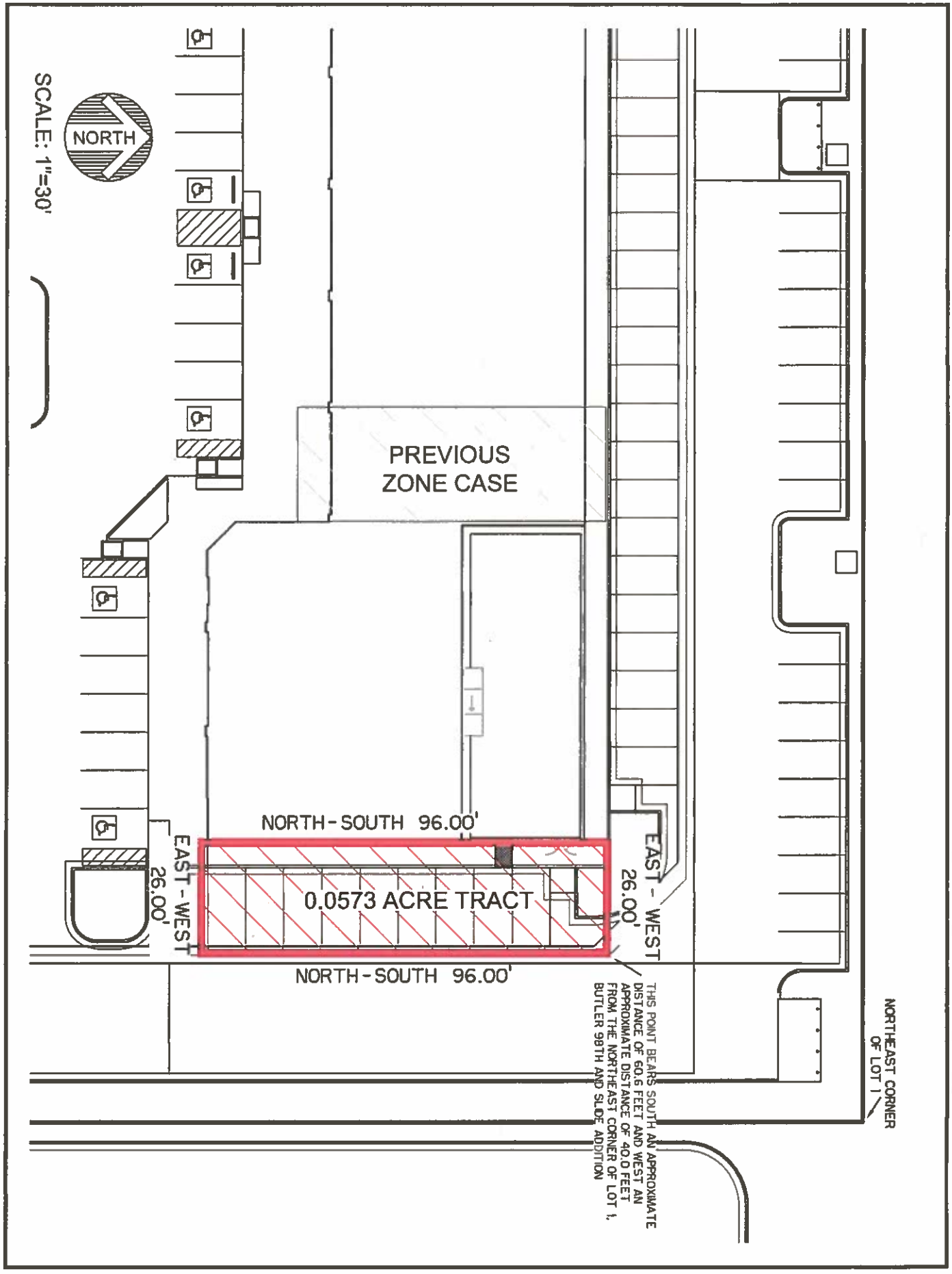
Zone Case No.: 2278-D **Agenda No.:** _____

Request for zoning change from: C-2 **To:** C-2 SR USE

M 0.0573 acres

on Lot(s): 1 **Block(s):** _____

Subdivision: Butler 98th and Slide **Address:** 5212 98th St


SCALE: 1"=30'
NORTH
PREVIOUS
ZONE CASE
NORTH - SOUTH 96.00'
EAST - WEST
26.00'
0.0573 ACRE TRACT
EAST - WEST
26.00'
NORTH - SOUTH 96.00'
THIS POINT BEARS SOUTH AN APPROXIMATE DISTANCE OF 60.6 FEET AND WEST AN APPROXIMATE DISTANCE OF 40.0 FEET FROM THE NORTHEAST CORNER OF LOT 1, BUTLER 98TH AND SLOE ADDITION
NORTHEAST CORNER OF LOT 1

PARKING LOT
SUITE 100
SUITE 101
BUILDING B
FUTURE CONSTRUCTION
BUILDING A
20' PAVED ALLEY
65TH STREET
ARCHITECTS PC

METES AND BOUNDS DESCRIPTION of a 0.0573 acre tract of land being a portion of Lot 1, Butler 98th and Slide Addition to the City of Lubbock, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Northeast corner of this tract which bears South an approximate distance of 60.6 feet and West an approximate distance of 40.0 feet from the Northeast corner of Lot 1, Butler 98th and Slide Addition to the City of Lubbock, Lubbock County, Texas;

THENCE South an approximate distance of 96.0 feet to a point for the Southeast corner of this tract;

THENCE West an approximate distance of 26.0 feet to a point for the Southwest corner of this tract;

THENCE North an approximate distance of 96.0 feet to a point for the Northwest corner of this tract;

THENCE East an approximate distance of 26.0 feet to the Point of Beginning.

Contains: Approximately 0.0573 Acres

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPESENT A SURVEY.

2276-C

METES AND BOUNDS DESCRIPTION of a tract of land located in Section 26, Block E-2, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Northeast corner of this tract which bears South an approximate distance of 61.0 feet and West an approximate distance of 141.6 feet from the Northeast corner of Lot 1, Butler 98th and Slide Addition to the City of Lubbock, Lubbock County, Texas;

THENCE South an approximate distance of 73.0 feet to a point for the Southeast corner of this tract;

THENCE West an approximate distance of 26.9 feet to a point for the Southwest corner of this tract;

THENCE North an approximate distance of 73.0 feet to a point for the Northwest corner of this tract;

THENCE East an approximate distance of 26.9 feet to the Point of Beginning.

Contains: Approximately 0.045 Acres

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPESENT A SURVEY.

First Reading
April 24, 2014
Item No. 6.5

Second Reading
May 8, 2014
Item No. 5.21

ORDINANCE NO. 2014-O0068

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 2278-C;** A ZONING CHANGE FROM **C-2** TO **C-4** ZONING DISTRICT LIMITED TO **A PUBLIC KENNEL AND ALL UNCONDITIONALLY PERMITTED C-2 USES ON A PORTION OF LOT 1, BUTLER 98TH & SLIDE ADDITION,** LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 2278-C

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-2** to **C-4** zoning district **limited to a public kennel and all unconditionally permitted C-2 uses** on **a portion of Lot 1, Butler 98th & Slide Addition,** City of Lubbock, Lubbock County, Texas. located at **5214 98th Street, Suite 101,** subject to conditions, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SUBJECT TO THE FOLLOWING CONDITIONS:

1. THAT the zone change be limited to a public kennel and all unconditionally permitted C-2 uses.

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 April 24, 2014.

Passed by the City Council on second reading on May 8, 2014.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

Chad Weaver
Assistant City Attorney

vw CityAtt/Chad Zones ZC2278-C
April 3, 2014

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

3

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 2278-D**

In Favor of ____

Opposed ✓

Reasons and/or Comments:

RECEIVED
AUG - 4 REC'D
PLANNING DEPARTMENT

Print Name Elizabeth Wright Nothing Bundt Cakes

Signature: [signature]

Address: 5217 98th Street Lubbock TX 79424

Address of Property Owned: 5217 98th Street #300
Lubbock TX 79424

---

15 of 30

Zone Case Number: 2278-D 90721
MICROMONT HOLDINGS 6 LLC
14901 QUORUM DR
STE 900

DALLAS TX 75254

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

Meeting Date: 08/27/2015

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3258, a request of Ray Pringle for a zoning change from T to C-3 on 1.5 acres of unplatted land out of Block AK, Section 20, 12102 and 12016 Frankford Avenue, and consider an ordinance.

Item Summary

General comments:
The original request was for IHC, Interstate Highway Commercial, from a transition zoning district. The Planning and Zoning Commission (P&Z) approved the case for C-3, General Retail. The following are the comments presented to the Planning and Zoning Commission:

This property was annexed into the City in 2008 as T, Transitional zoning district, with a partially completed structure. In 2011, Mr. Pringle approached the city to work on finishing the structure. At that time, Building Inspection could not issue a permit for the partially completed structure. Now that the structure is completed (without building permits and no certificate of occupancy) Mr. Pringle is requesting Interstate Highway Commercial zoning. Without a zone case, the building simply remains nonconforming.

Adjacent land uses:
The area is a diverse combination of several uses, both inside and outside the city limits. There are currently residences immediately to the north and south and within 300 feet to the west. Across Frankford Avenue to the east is an existing industrial office warehouse complex that was built just outside of the city limits where there is no zoning or land use regulation.

Comprehensive Land Use Plan (CLUP):
The request is not consistent with the CLUP. The current polices of the CLUP define strip commercial as any commercial zoning that extends beyond 660 feet from the intersection of two thoroughfares. The CLUP policies also state that any strip commercial zoning should be avoided. This property is about half a mile in each direction from the intersecting thoroughfare. The continued proliferation of strip commercial in the City will continue to add to traffic issues along the thoroughfares and possibly negatively impact the existing and future development in the area.

Zoning Policy:
The IHC, or Interstate Highway Zoning, should be reserved for Interstate and Expressway designated roads only. Using this district as a general Commercial district goes against the zoning policies. Furthermore, as the CLUP recommends against strip commercial zoning, this request is not in compliance with current zoning policies.

Effect on the adjacent street and thoroughfare system:
Any amount of heavy commercial uses away from the controlled intersection of two thoroughfares causes concern for traffic along the span of a thoroughfare. Allowing these two tracts of land to develop as heavy commercial will continue to add commercial traffic in the middle section of Frankford Avenue. This, in combination with the unregulated commercial outside of the city limits on the east side of Frankford Avenue, adds to the traffic concerns.

Recommendations:
Despite the adjacent commercial uses across the street, based on the CLUP Commission policies and zoning policies, staff cannot support this zoning case and is recommending denial of the case by the P&Z.

After a brief discussion between the Commission and staff, the Commission made a motion to approve the case as C-3.

On August 6, 2015, the P&Z Commission amended the case to C-3 (General Retail District) and 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

Attachments

Ordinance - 3258

Backup - 3258

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. 3258;** A ZONING CHANGE FROM **T** TO **C-3** ZONING DISTRICT ON **1.5 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 20,** LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3258

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **C-3** zoning district on **1.5 acres of**

unplatted land out of Block AK, Section 20, City of Lubbock, Lubbock County, Texas, located at **12102 and 12016 Frankford 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

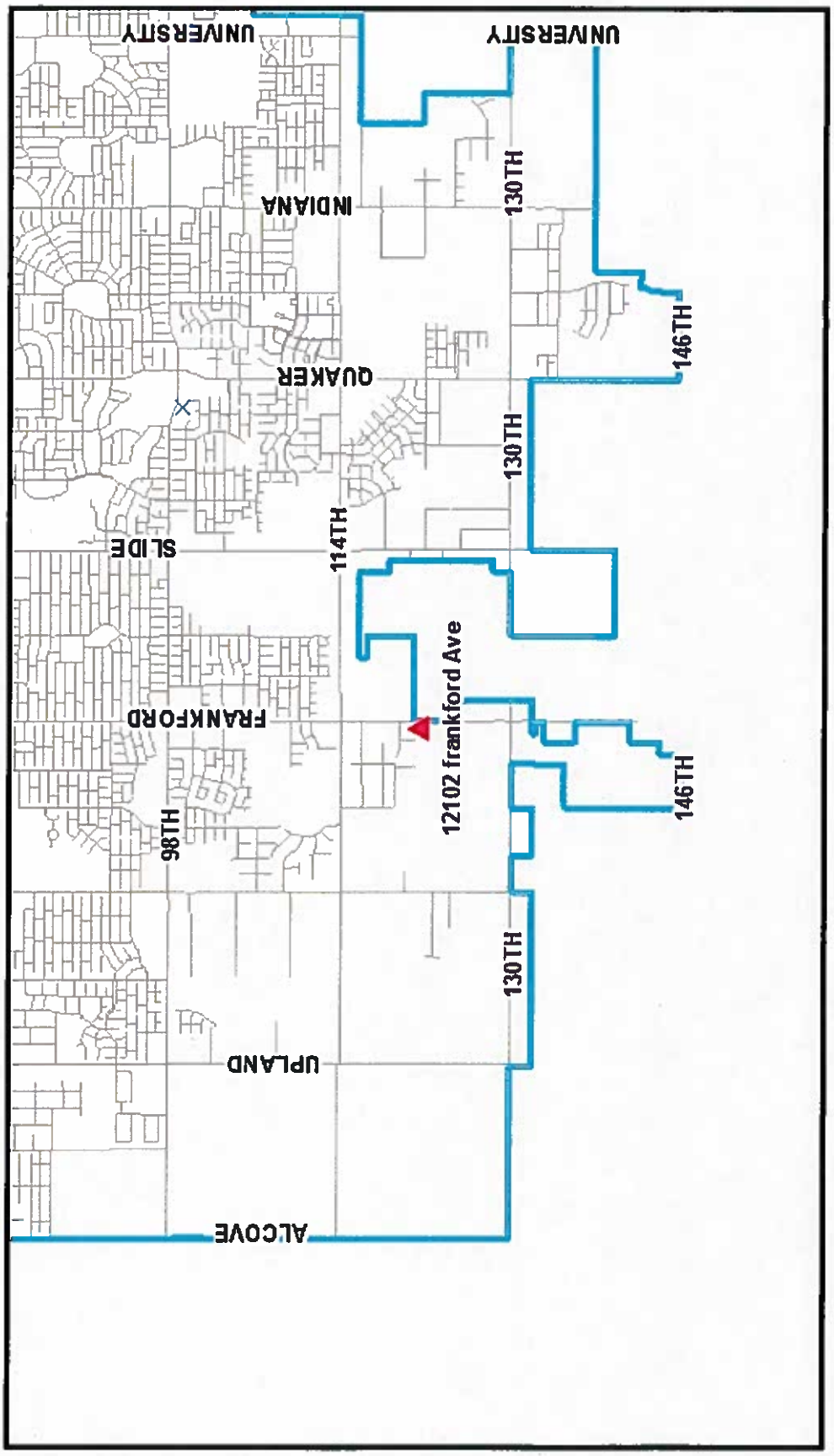
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

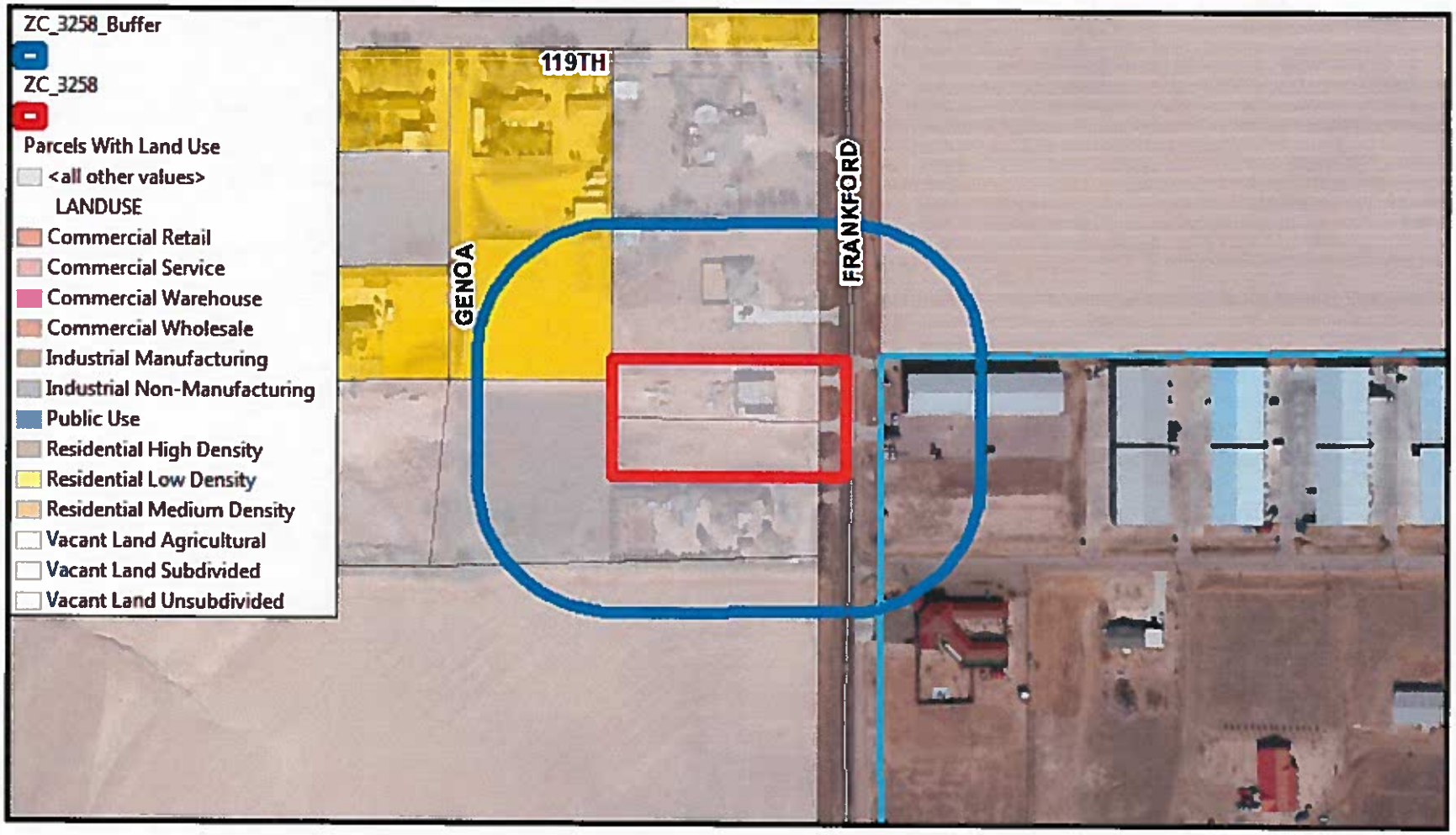
APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

vw/cityatt/Justin/ZoneCase/ZC3258
August 6, 2015

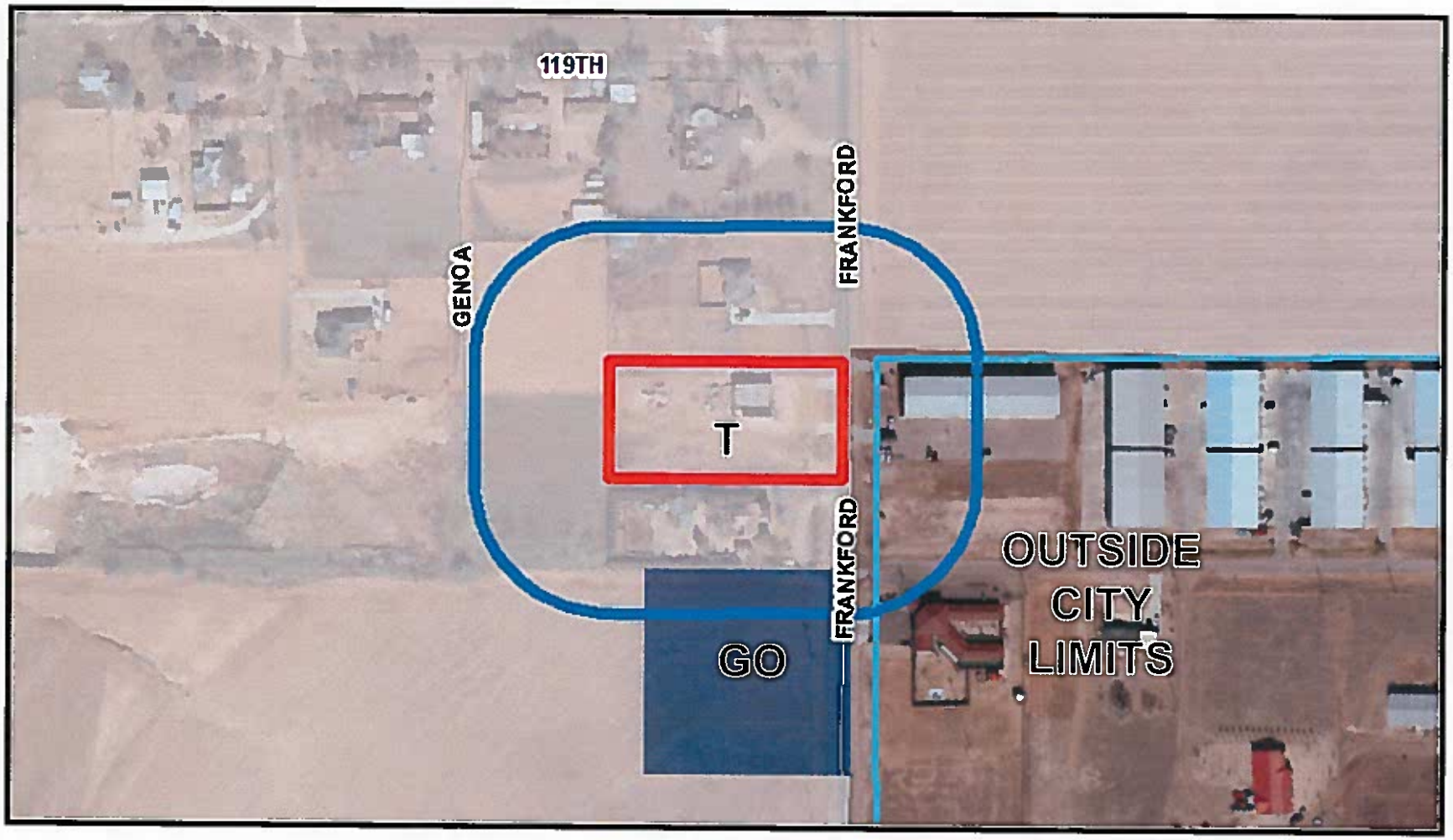


P.Z.C. Case 3258



P.Z.C. Case 3258

Request of Ray Pringle for a zoning change from T to IHC, 12102 and 12016 Frankford Avenue



P.Z.C. Case 3258 Zoning

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Ray Pringle

4706 96th
Street/Post Office Box

Lubbock Tx. 79424
City State Zip

(806) 778-9243
Telephone

For Ray Pringle

12016 Frankford
Street/Post Office Box

Lubbock Tx. 79424
City State Zip

(806) 778-9243
Telephone

Location or Address: 12016 Frankford, Lubbock, Texas 79424

Legal Description:* A 1.50 acre tract of land out of the Northeast 1/4 of Section 20, Block A-K, Lubbock County, Texas, being more particularly described on Exhibit "A" attached hereto.

Existing Land Use: Commercial Office Building **Existing Zoning:** Transitional

Acreage or Square Footage of Property: 1.50 acres

Zoning Requested: Requesting a zone change to IHC

Proposed Development: Not sure at this time.

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

Ray Pringle
Applicant's Signature

6/25/15
Date

Filing Fee: 478.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

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

For City Use Only

M+B map 42

Zone Case No.: 3258 **Agenda No.:** _____

Request for zoning change from: T **To:** IHC

M 1.5 acres of Unplatted land out of block A-K, Section 20

on Lot(s): _____ **Block(s):** _____

Subdivision: _____ **Address:** 12102 + 12016 Frankford Ave

of the County of Lubbock, State of Texas all that certain lot, tract or parcel of land situated in Lubbock County, Texas, being described as follows:

VOL. 7231 PAGE 122

A 1.50 acre tract of land out of the Northeast 1/4 of Section 20, Block A-K, Lubbock County, Texas and being more particularly described as follows:
BEGINNING at a point in the East line of Section 20, for the Northeast and beginning corner of this tract, whence the Northeast corner of Section 20 bears North, 2344.0 feet;
THENCE West at 50.00 feet pass a found 3/8" iron rod, continuing for a total distance of 360.00 feet to a found 3/8" iron rod for the Northwest corner of this tract;
THENCE South, 181.7 feet to a found 1" iron pipe for the Southwest corner of this tract;
THENCE East at 310.00 feet pass a 3/8" iron rod set, continuing for a total distance of 360.0 feet to a point in the East line of Section 20 for the Southeast corner of this tract;
THENCE North, along the East line of Section 20, a distance of 181.7 feet to the place of beginning.
Containing 1.50 acres.

No oil, gas and other minerals are conveyed hereby, and this conveyance is made subject to previous reservations of record and there is reserved to the grantors herein all oil, gas and other minerals not heretofore reserved.

Exhibit "A"

FILED FOR RECORD
2001 AUG 17 P 1:32
Dorina Ruff
COUNTY CLERK, LUBBOCK COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF LUBBOCK
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Real Property Records of Lubbock County, Texas as stamped hereon by me.

AUG 17 2001

Dorina Ruff
COUNTY CLERK
LUBBOCK COUNTY, TEXAS

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

4

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** ***3258***

In Favor of ✓

Opposed

RECEIVED
AUG – 4 RECD
PLANNING DEPARTMENT

Reasons and/or Comments:

I'm sorry but I will not be able to attend the meeting on the 6th, but I do have questions about this zone case so will trust the members of the Planning and Zoning Commission to make the correct decision as you will have all the facts and I do not.

I have real reservations though about IHC zoning in basically the middle of the section line; future development on Frankford will most likely predominately be R-1 so IHC will be out of place in this location as that usage is usually reserved for corners of major thoroughfares. I own the vacant land directly across the street to the East and plan on developing it as residential, including either duplexes or apartments at that location, so question the compatibility of IHC across from residential. BUT, it may be OK, based on what the proposed usage is, will leave that up to y'all.

Signature: _____

Address: GEORGE H. MCMAHAN

Address of Property Owned: _____

CORNER OF 114TH & FRANKFORD DOWN TO ABOUT 121ST.

3 of 6

Zone Case Number: **3258** 95888
MCMAHAN, GEORGE H
7703 LASALLE AVE

LUBBOCK TX 79424

4

South Frankford Commercial Park indicates that We favor the zone change requested by Ray Pringle, on P&Z Case 3258.

_____ Print Name

_____ Signature

RECEIVED
AUG – 4 REC'D
PLANNING DEPARTMENT

4

Birdsong Properties LTD indicates that We favor the zone change requested by Ray Pringle, on P&Z Case 3258.

Brad Birdsong Print Name

Signature

RECEIVED
AUG – 4 REC'D
PLANNING DEPARTMENT

4

Tipton Pet Hotel LLC indicates that We favor the zone change requested by Ray Pringle, on P&Z Case 3258.

Greg Perkins Print Name

Signature

RECEIVED
AUG – 4 REC'D
PLANNING DEPARTMENT

4

Dennis and Kay Quattlebaum do indicate that we favor the zone change requested by Ray Pringle, P&Z Case 3258.

DENNIS QUATTLEBAUM Print Name

Dennis Quattlebaum Signature

RECEIVED
AUG – 4 REC'D
PLANNING DEPARTMENT

4

Paracako LLC indicates that We favor the zone change requested by Ray Pringle, on P&Z Case 3258. We are to owners of item 90480. Fenton Sareta does not own the property.

____Jay Taylor_____Print Name

_____Signature

Paracako, LLC Member

RECEIVED
AUG - 6 PM
PLANNING DEPARTMENT

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

Meeting Date: 08/27/2015

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3260, a request of Mr. Charles Shears for SDI Realty, for Stephen Pitts, Linda Pitts Roberts, Larry Pitts, Laura Pitts Taylor, for a zoning change from T to C-3 on 9.014 acres of unplatted land out of Block E-2, Section 22, 11601 Quaker Avenue, and consider an ordinance.

Item Summary

General comments:
The request is for 9 acres of land to be rezoned from T, Transition District, to C-3, General Retail District, for an Academy sporting goods store and two outparcels.

Adjacent land uses:
To the north is 25 acres of land currently under development also zoned C-3. West of this proposal, across Quaker Avenue is zoned CB-3 and R-1 Specific Use for the Vintage Township Traditional Neighborhood Development. The CB-3 and R-1 land will primarily be "developed" as a major stormwater drainage easement and open space. South and east of this proposed zone case is vacant land zoned Transitional.

Comprehensive Land Use Plan (CLUP):
The request is not consistent with the CLUP. The current polices of the CLUP define strip commercial as any commercial zoning that extends beyond 660 feet from the intersection of two thoroughfares. The CLUP policies also state that any strip commercial zoning should be avoided. This thoroughfare intersection is already "overbooked" for commercial zoning according to the comp plan. The additional acreage of commercial property will continue to add to traffic issues along Quaker Avenue and possibly negatively impact the existing and future development in the area. This "corner" already has about 25 acres of commercial zoning in addition to the commercially zoned property on the other three corners of the intersection. This comes to a total of 61.7 acres of commercial property where the CLUP limits it to 40 acres.

Zoning Policy:
While C-3 is the standard commercial zoning for a property at the intersection of two thoroughfares, the policies clearly state that this large of a single commercial area should be avoided. Typically 10 acres of commercial property at each intersection will serve an area within approximately one half to a mile radius. Furthermore, the CLUP recommends against strip commercial zoning and therefore this request is not in compliance with current zoning policies.

Effect on the adjacent street and thoroughfare system:
One of the many aspects taken into consideration for the CLUP is the effect on the street and thoroughfare system. Quoted from the CLUP Transportation section, "The Lubbock Thoroughfare Plan, in conjunction with the Comprehensive Land Use Plan, serves as a guide for development of efficient traffic systems." The limitation of commercial areas to 10 acres per corner at each thoroughfare intersection is intended to allow the thoroughfare to serve citizens' travel needs efficiently. As seen in areas such as Slide Road, between 50th Street and 82nd Street, 82nd Street west of Frankford Avenue, and the majority of Avenue Q, any amount of heavy commercial away from the controlled intersection of two thoroughfares increases the impact of traffic along the span of a thoroughfare.

These large tracts of land will continue to add commercial traffic farther away from the controlled intersection at 114th Street.

Recommendations:
Based on the CLUP, zoning policies, and transportation concerns, staff recommends denial of the case by the P&Z Commission.

However, if the CLUP Commission decides this case is appropriate, the motion must include the statement that it is a minor change to the comprehensive land use plan.

On August 6, 2015, the Planning and Zoning Commission recommended the request with a unanimous vote, with the following conditions:
1. That the project be tied to the proposed site plan.
2. That the three parcels are limited to one curb cut as drawn on the site plan.
3. A 6 foot tall masonry (stamped concrete panel) screening fence along the south and east property line is required. The fence will be continuous and uninterrupted.
4. Outdoor display limited to the front sidewalk immediately in front of the store.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance - Zoning 3260

Backup - Zoning 3260

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. 3260;** A ZONING CHANGE FROM **T** TO **C-3** ZONING DISTRICT ON **9.014 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 22,** LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully compiled with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinances and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3260

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **C-3** zoning district on **9.014 acres of unplatted land out of Block E-2, Section 22,** City of Lubbock, Lubbock County, Texas located at **11601 Quaker Avenue,** subject to conditions, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the project be tied to the proposed site plan.**

2. **THAT the three parcels are limited to one curb cut as drawn on the site plan.**

3. **THAT a 6' tall masonry (stamped concrete panel) screening fence along the south and east property line is required. The fence will be continuous and uninterrupted.**

4. **THAT the outdoor display be limited to the sidewalk immediately in front of the store.**

SECTION 2. THAT violation of any provisions of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Andrew Paxton, Director of Planning

APPROVED AS TO FORM:



Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC3260
August 6, 2015

METES AND BOUNDS DESCRIPTION of an approximate 9.0 acre tract of land located in Section 22, Block E-2, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Northwest corner of this tract S. 01°48'50" W. an approximate distance of 948 feet from the Northwest corner of Section 22, Block E-2, Lubbock County, Texas;

THENCE S. 88°17'04" E. an approximate distance of 1102 feet to a point for the Northeast corner of this tract;

THENCE S. 01°42'56" W. an approximate distance of 88 feet to a point for the most Easterly Southeast corner of this tract;

THENCE N. 88°16'51" W. an approximate distance of 50 feet to a point for an "ell" corner of this tract;

THENCE S. 01°43'09" W. an approximate distance of 263 feet to a point of curvature;

THENCE Southwesterly around a curve to the right, said curve having an approximate radius of 75 feet, an approximate central angle of 159°, a chord bearing of S. 81°09'11" W. and an approximate chord distance of 147.46 feet to a point of reverse curvature;

THENCE Northwesterly around a curve to the right, said curve having an approximate radius of 25 feet, an approximate central angle of 69°, a chord bearing of N. 53°50'49" W. and an approximate chord distance of 28 feet to a point of tangency;

THENCE N. 88°16'51" W. an approximate distance of 884 feet to a point for the Southwest corner of this tract;

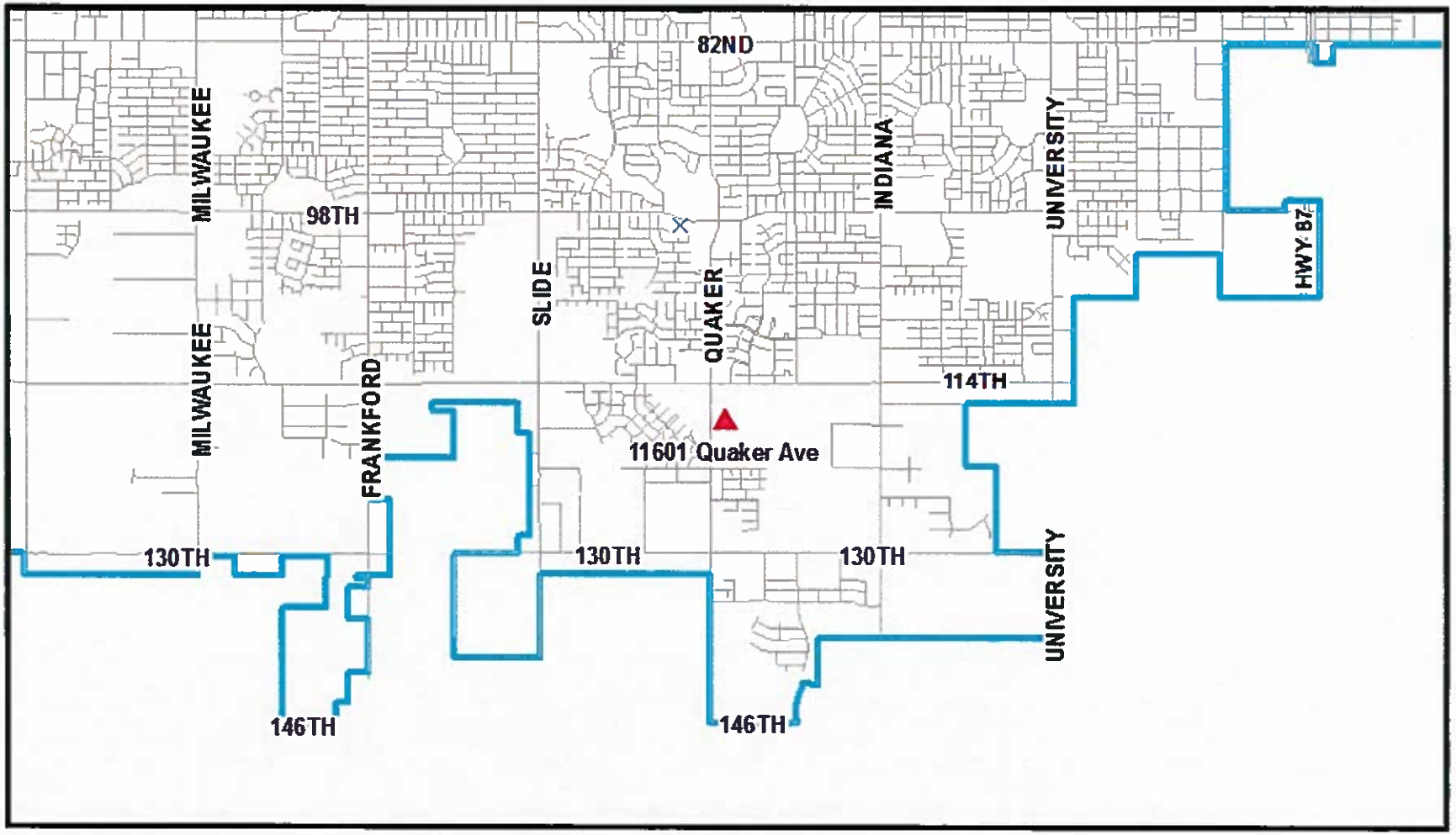
THENCE N. 01°48'50" E. an approximate distance of 362 feet to the Point of Beginning;

Bearings relative to the North line of Section 21, Block AK, being previously recognized as S. 87°59'54" E.

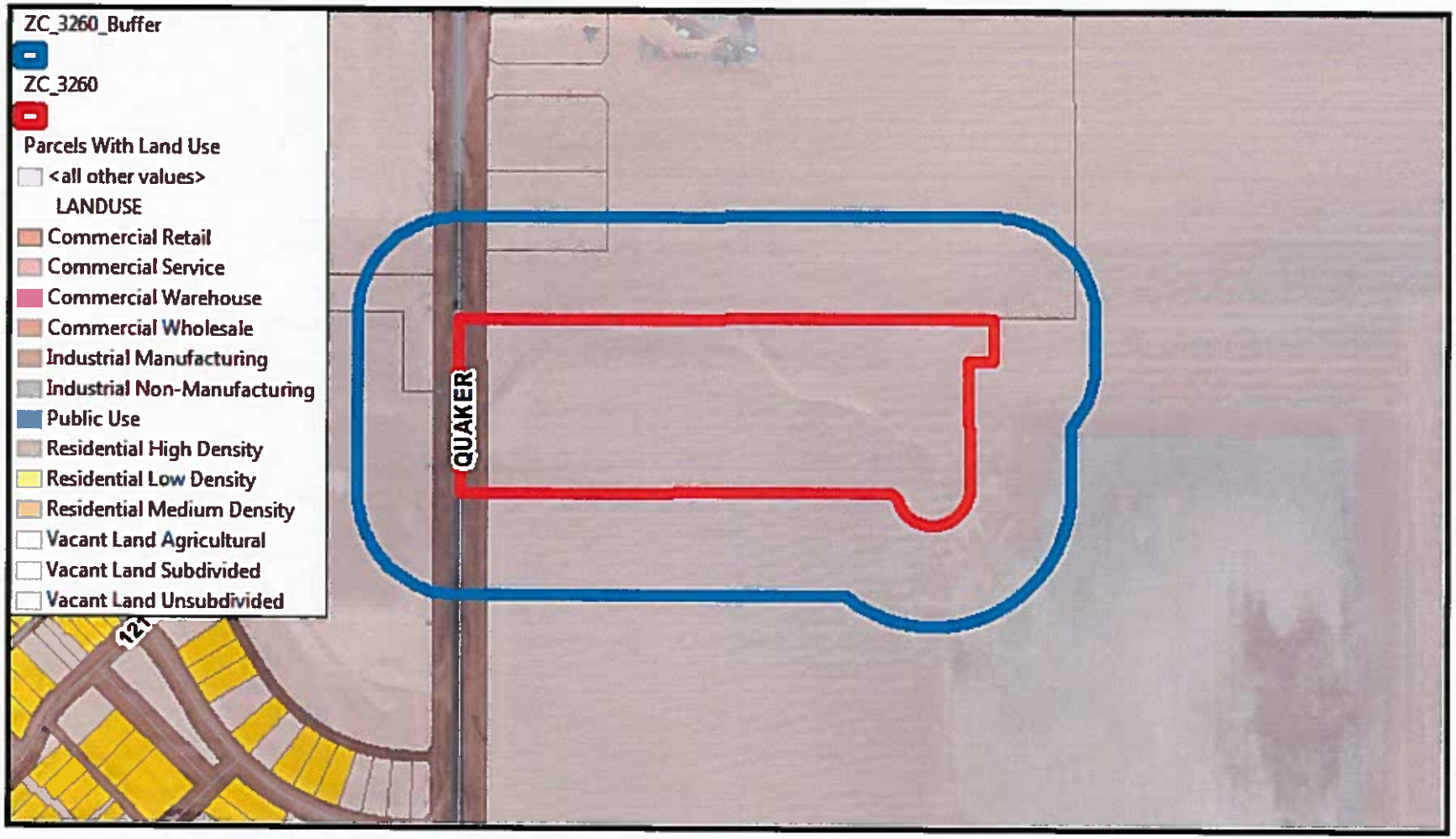
Prepared for Kimley-Horn and Associates, Inc.

July 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.

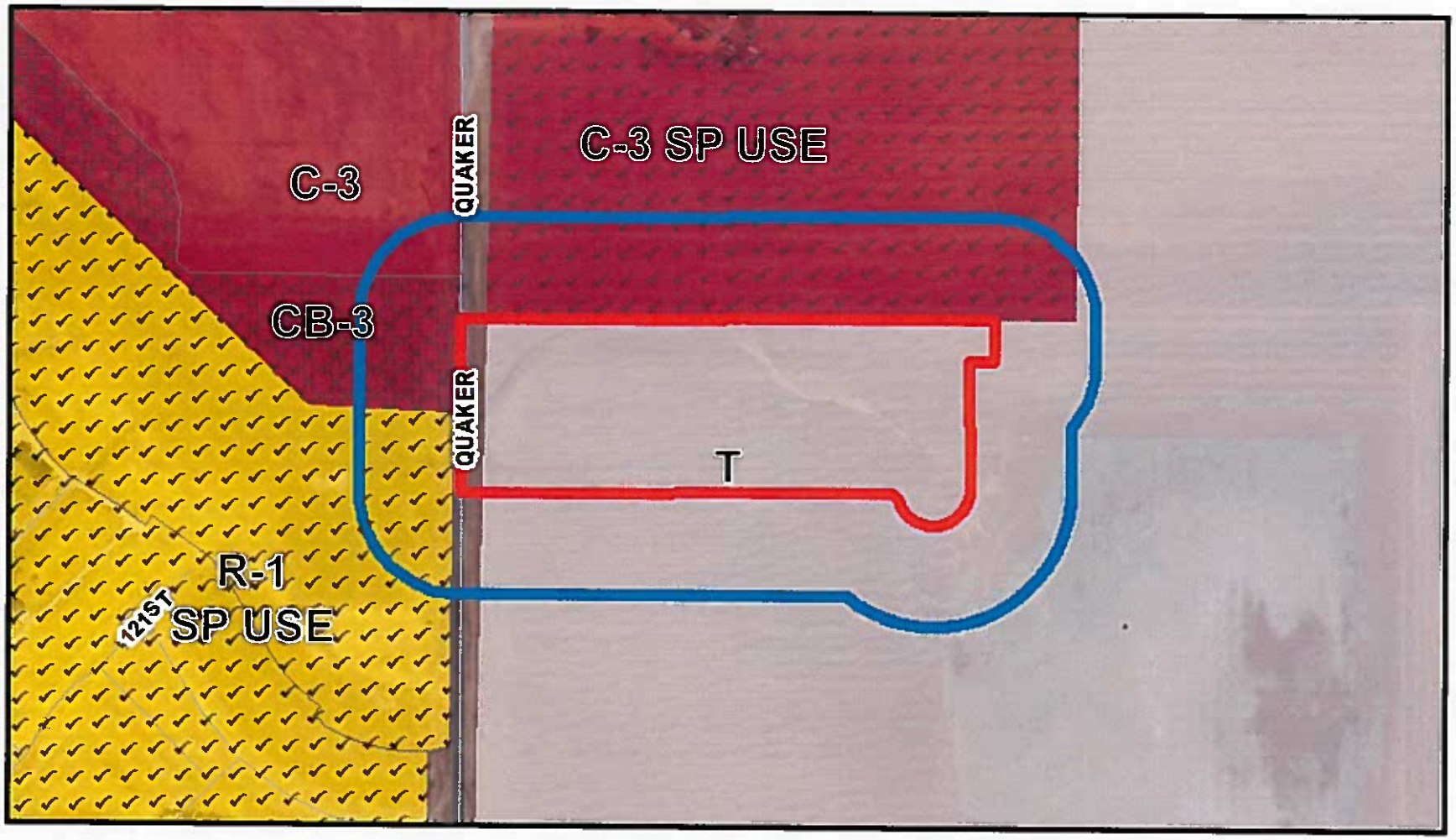


P.Z.C. Case 3260



P.Z.C. Case 3260

Request of Mr. Charles Shears for SDI Realty (for Stephen Pitts, Linda Pitts Roberts, Larry Pitts, Laura Pitts Taylor) for a zoning change from T to C-3, 11601 Quaker Avenue



P.Z.C. Case 3260 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) Mr. Charles Shears for SDI Realty
712 Main Street, 29th Floor
Street/Post Office Box
Houston TX 77002
City State Zip
(713) 892-5200
Telephone

For Stephen Pitts, Linda Pitts Roberts, Larry Pitts, Laura Pitts Taylor
P.O. Box 64334
Street/Post Office Box
Lubbock TX 79464
City State Zip
(806) 797 5108
Telephone

Location or Address: Along Quaker Ave., immediately south of proposed Walmart #6898, south of 114th

Legal Description:* see attached

Existing Land Use: Agriculture **Existing Zoning:** T

Acreage or Square Footage of Property: ~~8.56 acres~~ 9.014

Zoning Requested: C-3; See attached

Proposed Development: Commercial

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

Applicant's Signature

07-09-15
Date

Filing Fee: $499-
($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

M+B map 41

Zone Case No.: 3260 **Agenda No.:**

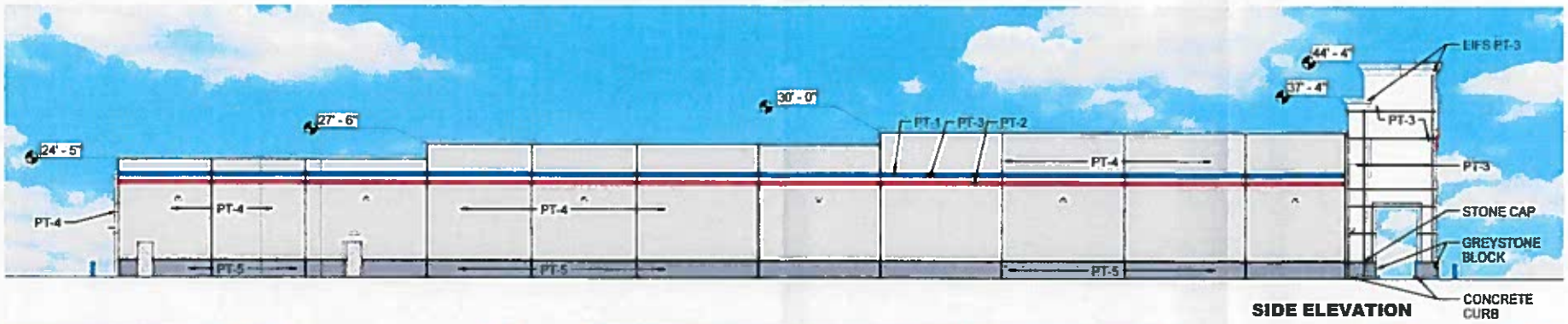
Request for zoning change from: T **To:** C-3

9.014 ~~9~~ acres of unplatted land out of block E-2 Section 22

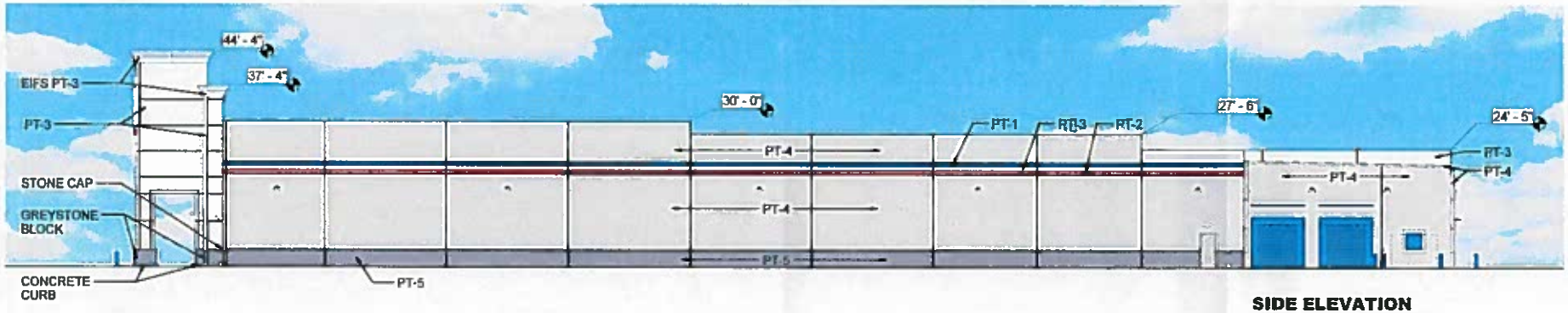
on Lot(s): **Block(s):**

Subdivision: **Address:** 11601 Quaker Ave

VS



SIDE ELEVATION



SIDE ELEVATION

ACADEMY'S STANDARD COLORS

PAINT SELECTION

PT-1	SW CM ACADEMY BLUE
PT-2	SW CM ACADEMY RED
PT-3	SW 7005 PURE WHITE
PT-4	SW 7641 COLLONADE GRAY
PT-5	SW CM ACADEMY DARK GRAY

BURNISHED BLOCK AND CAP

HEADWATERS: GREYSTONE 4" X 8" X 16" BLOCK

HEADWATERS: GREYSTONE SILL BLOCK

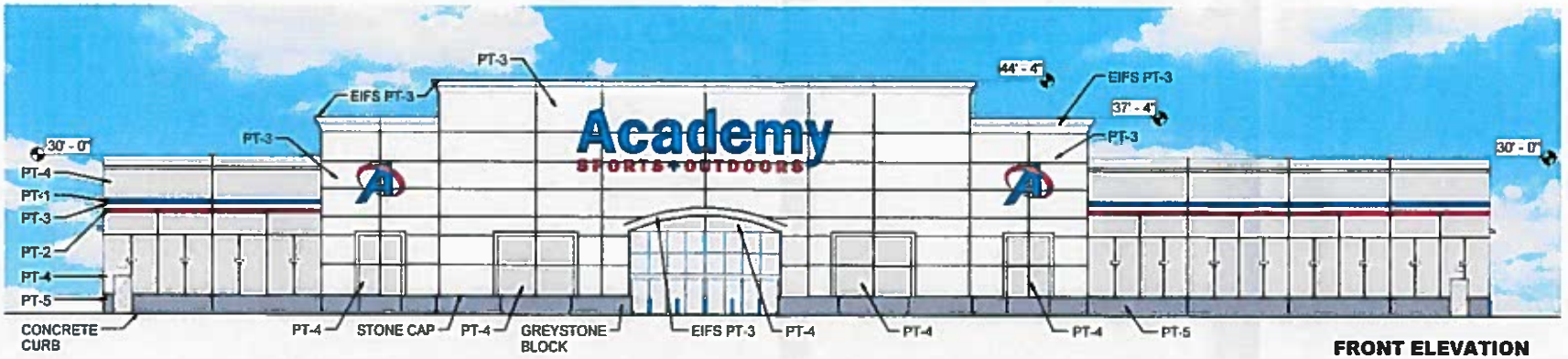
WALLS

CONCRETE TILT UP WALL PANEL - TEXTURED PAINT

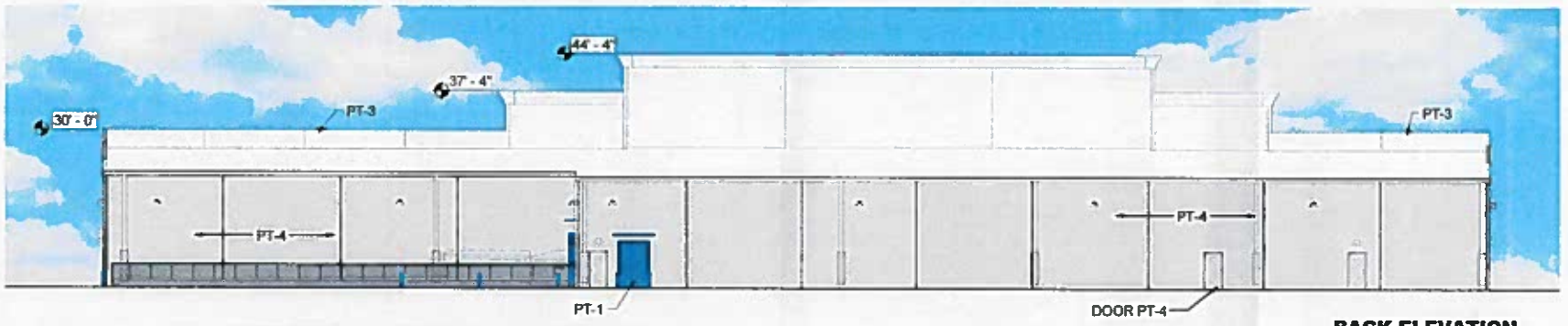
RAMP AND STAIR DESIGNS SUBJECT TO CHANGE PENDING FINAL GRADING PLAN FROM CIVIL. GUARD RAILS AT RAMP AND STAIRS NOT SHOWN FOR CLARITY

Academy SPORTS + OUTDOORS

1234 62K PORTICO



FRONT ELEVATION



BACK ELEVATION

ACADEMY'S STANDARD COLORS

PAINT SELECTION

PT-1	SW CM ACADEMY BLUE
PT-2	SW CM ACADEMY RED
PT-3	SW 7005 PURE WHITE
PT-4	SW 7641 COLLONADE GRAY
PT-5	SW CM ACADEMY DARK GRAY

BURNISHED BLOCK AND CAP

HEADWATERS: GREYSTONE 4" X 8" X 16" BLOCK

HEADWATERS: GREYSTONE SILL BLOCK

WALLS

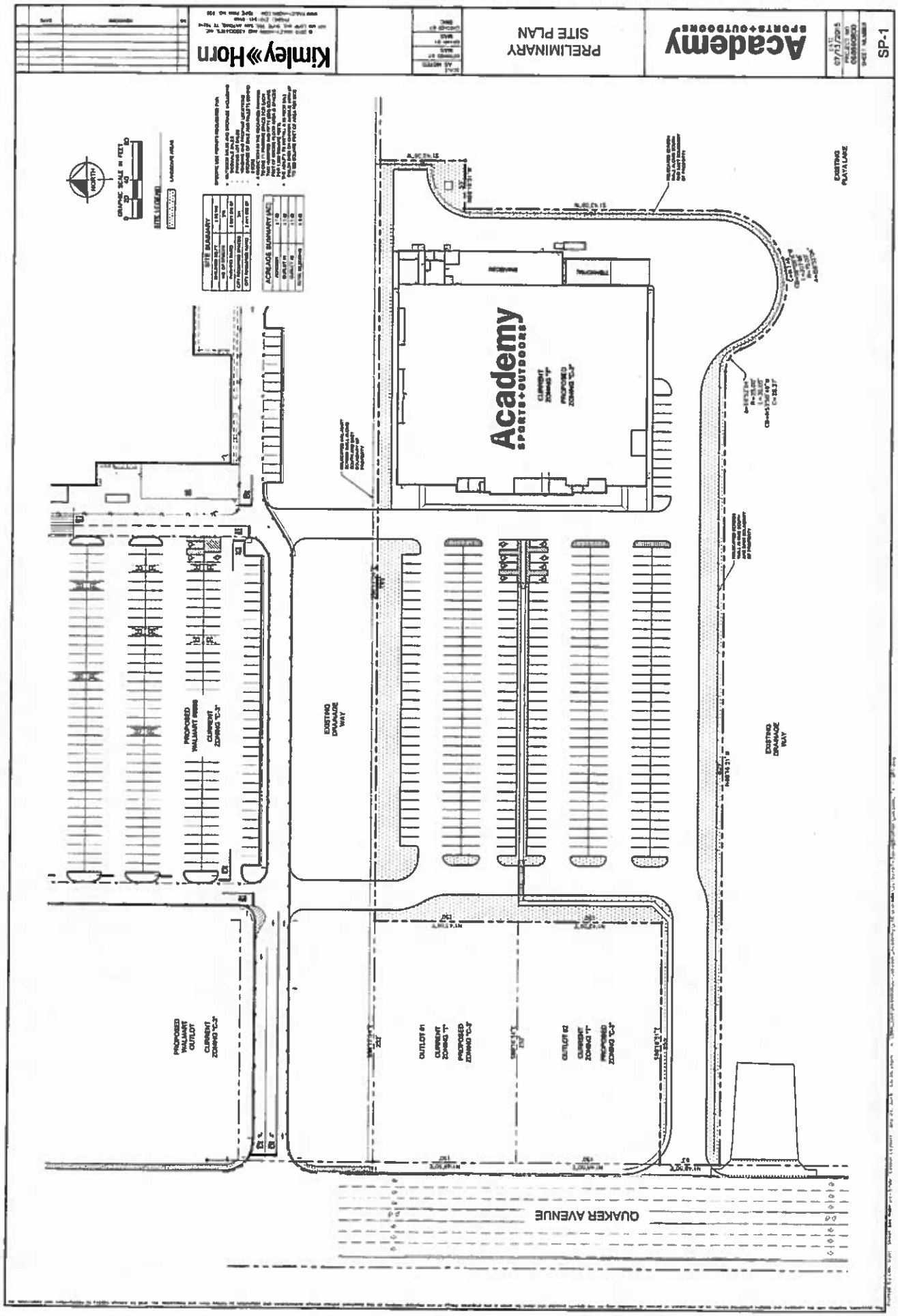
CONCRETE TILT UP WALL PANEL - TEXTURED PAINT

RAMP AND STAIR DESIGNS SUBJECT TO CHANGE PENDING FINAL GRADING PLAN FROM CIVIL. GUARD RAILS AT RAMP AND STAIRS NOT SHOWN FOR CLARITY

Academy
SPORTS + OUTDOORS

#1234 62K PORTICO


Academy
SPORTS+OUTDOORS


Academy
SPORTS+OUTDOORS
PRELIMINARY
SITE PLAN
Kimley»Horn
SP-1
QUAKER AVENUE
EXISTING DRAINAGE WAY
EXISTING PLAYGLADE
PROPOSED WALMART OUTLOT
CURRENT ZONING "C-3"
OUTLOT #1
OUTLOT #2
PROPOSED ZONING "C-3"
SITE SUMMARY
ACREAGE SUMMARY (AC)

METES AND BOUNDS DESCRIPTION of an approximate 9.0 acre tract of land located in Section 22, Block E-2, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Northwest corner of this tract S. 01°48'50" W. an approximate distance of 948 feet from the Northwest corner of Section 22, Block E-2, Lubbock County, Texas;

THENCE S. 88°17'04" E. an approximate distance of 1102 feet to a point for the Northeast corner of this tract;

THENCE S. 01°42'56" W. an approximate distance of 88 feet to a point for the most Easterly Southeast corner of this tract;

THENCE N. 88°16'51" W. an approximate distance of 50 feet to a point for an "ell" corner of this tract;

THENCE S. 01°43'09" W. an approximate distance of 263 feet to a point of curvature;

THENCE Southwesterly around a curve to the right, said curve having an approximate radius of 75 feet, an approximate central angle of 159°, a chord bearing of S. 81°09'11" W. and an approximate chord distance of 147.46 feet to a point of reverse curvature;

THENCE Northwesterly around a curve to the right, said curve having an approximate radius of 25 feet, an approximate central angle of 69°, a chord bearing of N. 53°50'49" W. and an approximate chord distance of 28 feet to a point of tangency;

THENCE N. 88°16'51" W. an approximate distance of 884 feet to a point for the Southwest corner of this tract;

THENCE N. 01°48'50" E. an approximate distance of 362 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 Kimley-Horn and Associates, Inc.

July 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. 7.**

Meeting Date: 08/27/2015

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3261, a request of Ben Lack, for CAB 115, LLC., for a zoning change from R-1 to R-2 Specific Use to reduce the minimum lot size for a duplex on Lots 1 and 2, Block 17, Hillcrest Addition, 4805 38th Street, and consider an ordinance.

Item Summary

General comments:
The request is to rezone a parcel of land from single family to R-2 Specific Use to reduce the minimum lot size for a duplex. This parcel was originally two platted lots but developed as one single lot. Other lots on the block were split in two halves for single family homes. A large lot to the south and east on 39th Street has a pair of duplex units.
If built out like the remainder of the block, this parcel would have been built as four single family homes. The applicant is proposing to leave the existing home and add three duplexes. The duplex lots will range from approximately 5,000 square feet up to around 6,400 square feet. The traditional R-2 duplex lot is required a minimum of 6,000 square feet. The next zone case, No. 3262 is for another half lot nearby to R-2 as well to add an additional duplex.

Adjacent land uses:
The parcel is surrounded by single family homes. These lots average 6,400 square feet per lot.

Comprehensive Land Use Plan (CLUP):
The CLUP policies state that, “Medium density (duplex) residential development should be used as a buffer between single-family residential development and high-density residential or commercial development.” The policies do not specify one way or another if R-2 lots should be mixed within single family developments.

Zoning Policy:
While an overall mixture of housing styles is good for the City, the difference between freestanding single family home and duplex units has potential adverse effects on individual neighborhoods.

Effect on the adjacent street and thoroughfare system:
There should be little to no impact on the thoroughfare system.

Recommendations:
Subject to feedback and comments from adjacent property owners, if the Commission feels the proposed case is appropriate for the area, staff recommends the following conditions for approval.
1. Tied to the proposed site plan.
2. The duplex on the North corner along with access (driveway) shall face the 38th Street.

On August 6, 2015, the Planning and Zoning Commission recommended the request with a unanimous vote, with the following conditions:
1. Tied to the proposed site plan.

2. The duplex on the North corner along with access (driveway) shall face 38th Street.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance - 3261

Backup - 3261

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. 3261;** A ZONING CHANGE FROM **R-1** TO **R-2 SPECIFIC USE TO REDUCE THE MINIMUM LOT SIZE** FOR **A DUPLEX**, ON **LOTS 1 AND 2, BLOCK 17, HILLCREST ADDITION,** LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3261

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** to **R-2 Specific Use to reduce the minimum lot size** for **a duplex** on **Lots 1 and 2, Block 17, Hillcrest Addition,** City of Lubbock, Lubbock County, Texas, located at **4805 38th Street,** subject to conditions:

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the zone change shall be tied to the proposed site plan.**

2. **THAT the duplex on the north corner and the access (driveway) shall face 38th Street.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **R-1** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **4805 38th Street**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

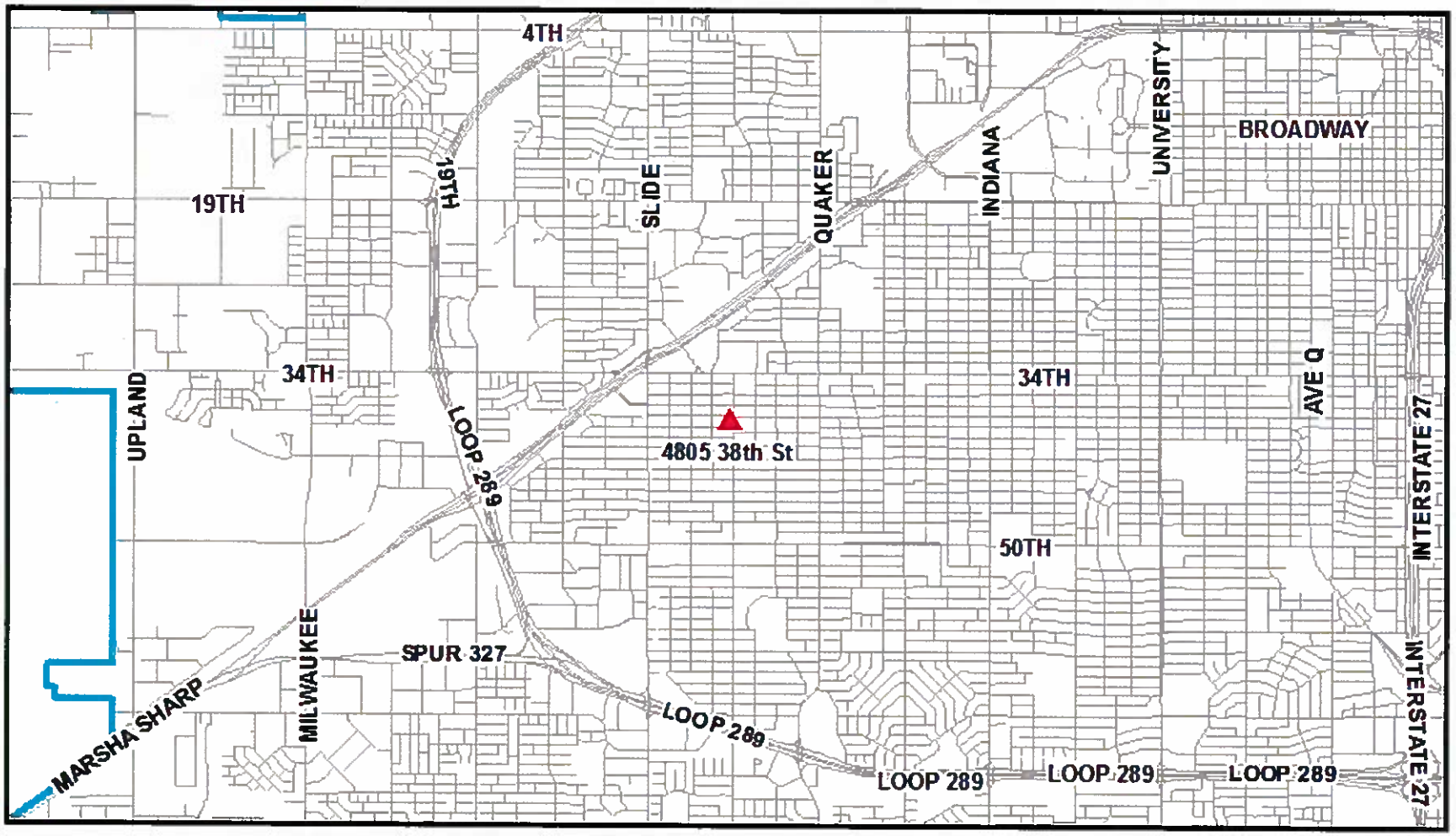
APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

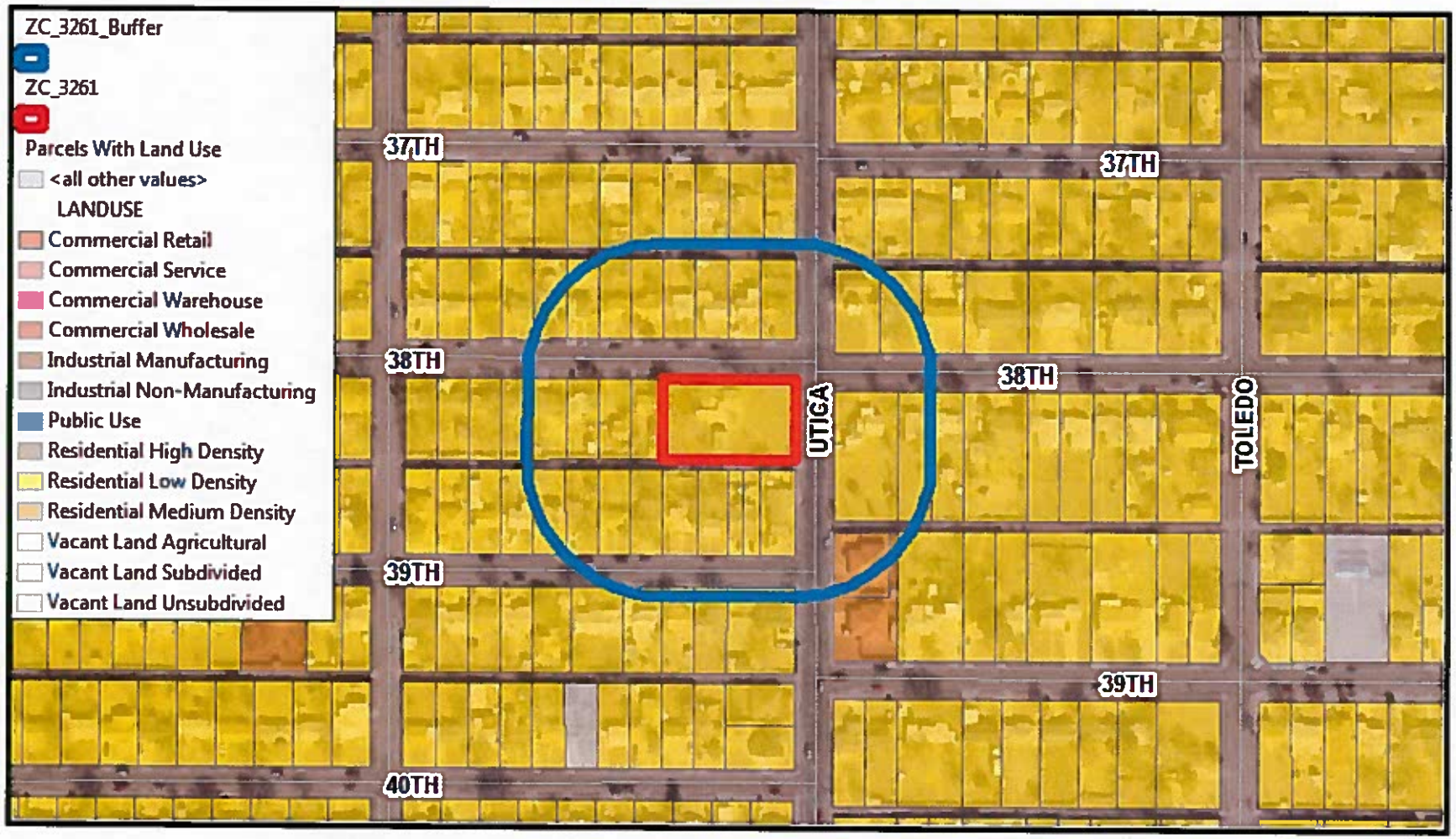
APPROVED AS TO FORM:

Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC3261
August 6, 2015

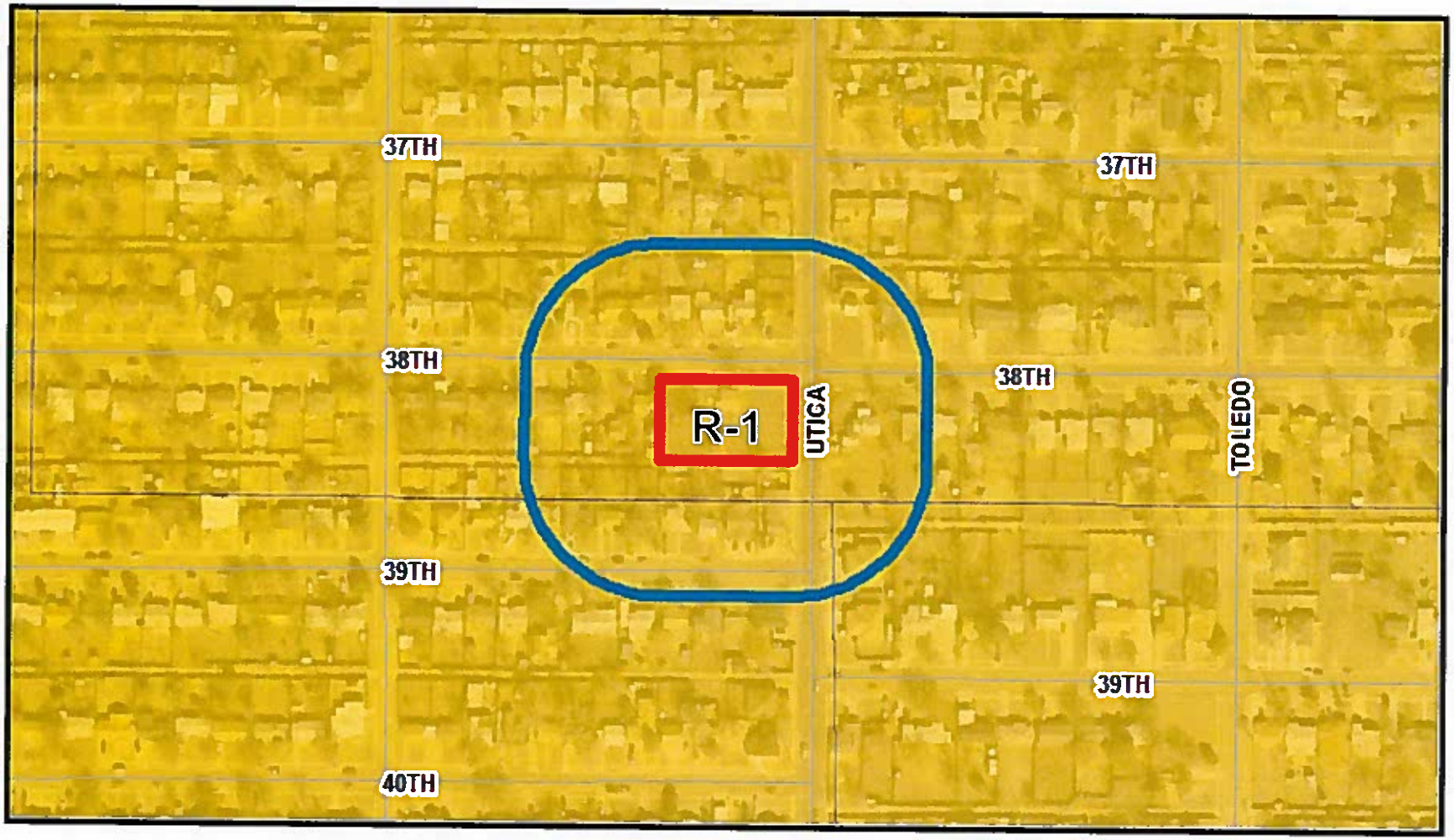


P.Z.C. Case 3261



P.Z.C. Case 3261

Request of Ben Lack (for CAB 115, LLC.) for a zoning change from R-1 to R-2 Specific Use to reduce the minimum lot size for a duplex, 4805 38th Street



P.Z.C. Case 3261 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) Ben Lack

5432 8th Place
Street/Post Office Box

Lubbock TX 79416
City State Zip

(806) 773-2334
Telephone

For CAB 115, LLC

10906 Quinton Ave.
Street/Post Office Box

Lubbock Tx. 79424
City State Zip

(806) 441-5149
Telephone

Location or Address: 4805 38th 79414

Legal Description:* Hillcrest Blk 17 L 1 & 2

Existing Land Use: Single Family **Existing Zoning:** R1

Acreage or Square Footage of Property: 10,800 ~~&~~ 26,500

Zoning Requested: R2

Proposed Development: Duplex's

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

Applicant's Signature

July 14 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:
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

For City Use Only

PIN 23830 Map 7

Zone Case No.: 3281 **Agenda No.:**

Request for zoning change from: R-1 **To:** R-2

Specific use to reduce the minimum lot size

on Lot(s): 1 and 2 **Block(s):** 17

Subdivision: Hillcrest **Address:** 4805 38th ST

610

KS

SITE

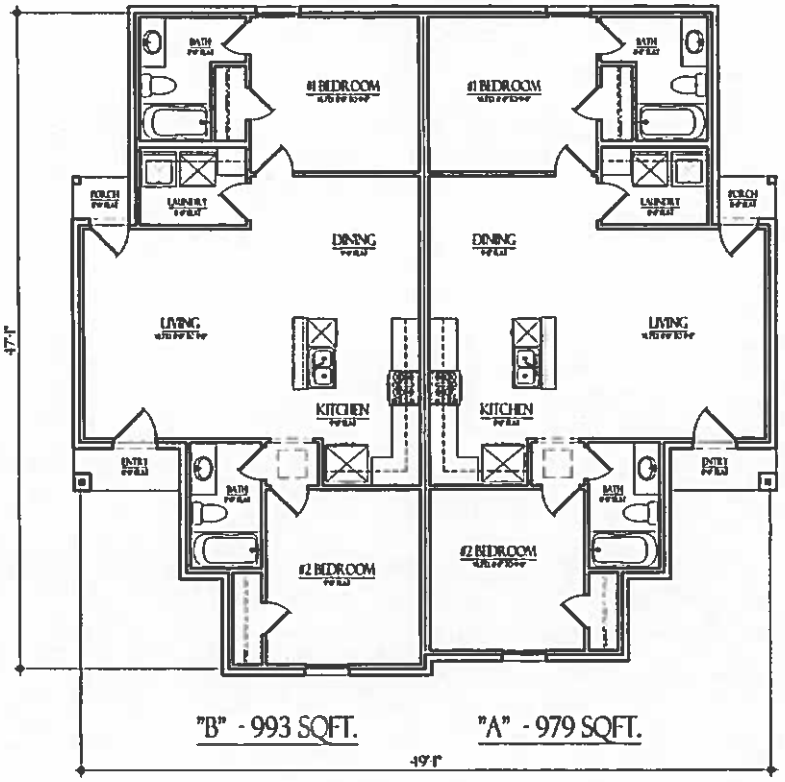
JOB #:
L126

HOME DESIGNS
806.773.2334
www.qhomedesigns.com

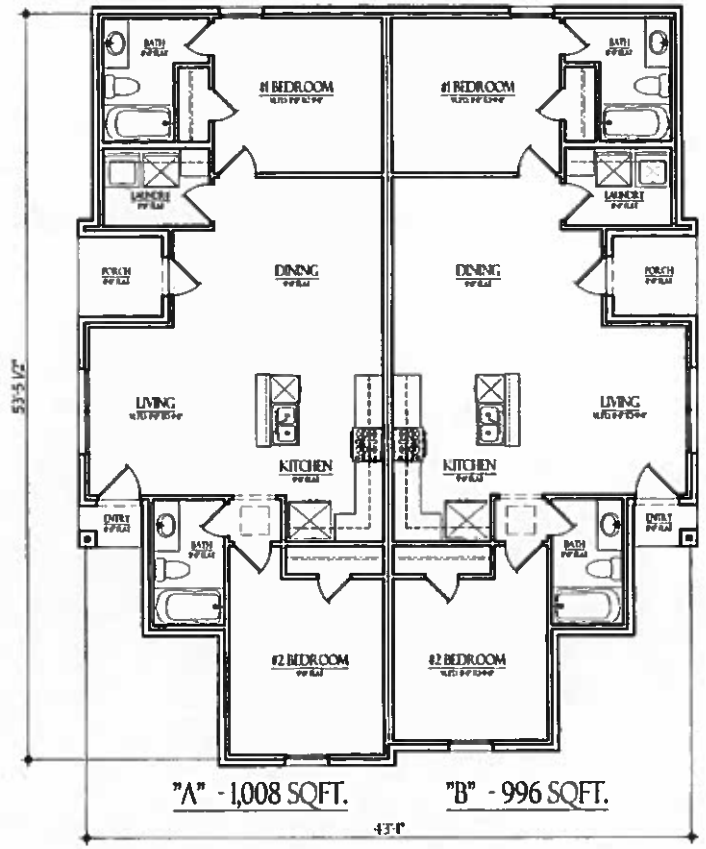
7B Construction & Development

38th Street and Utica
Lubbock, Texas
Lakewood Villas
Lots
Spec Residence

SITE PLAN
DIMENSIONS TO EDGE OF SLAB



DUPLEX #1 FLOOR PLAN



DUPLEX #2 FLOOR PLAN

7B Construction & Developement

38th Street and Utica
Lubbock, Texas
Lakewood Villas
Lots
Spec Residence

HOME DESIGNS
806.773.2334
www.qhomedesigns.com

JOB #:
L126

A-1

ELEVATION OPTION A

ELEVATION OPTION B

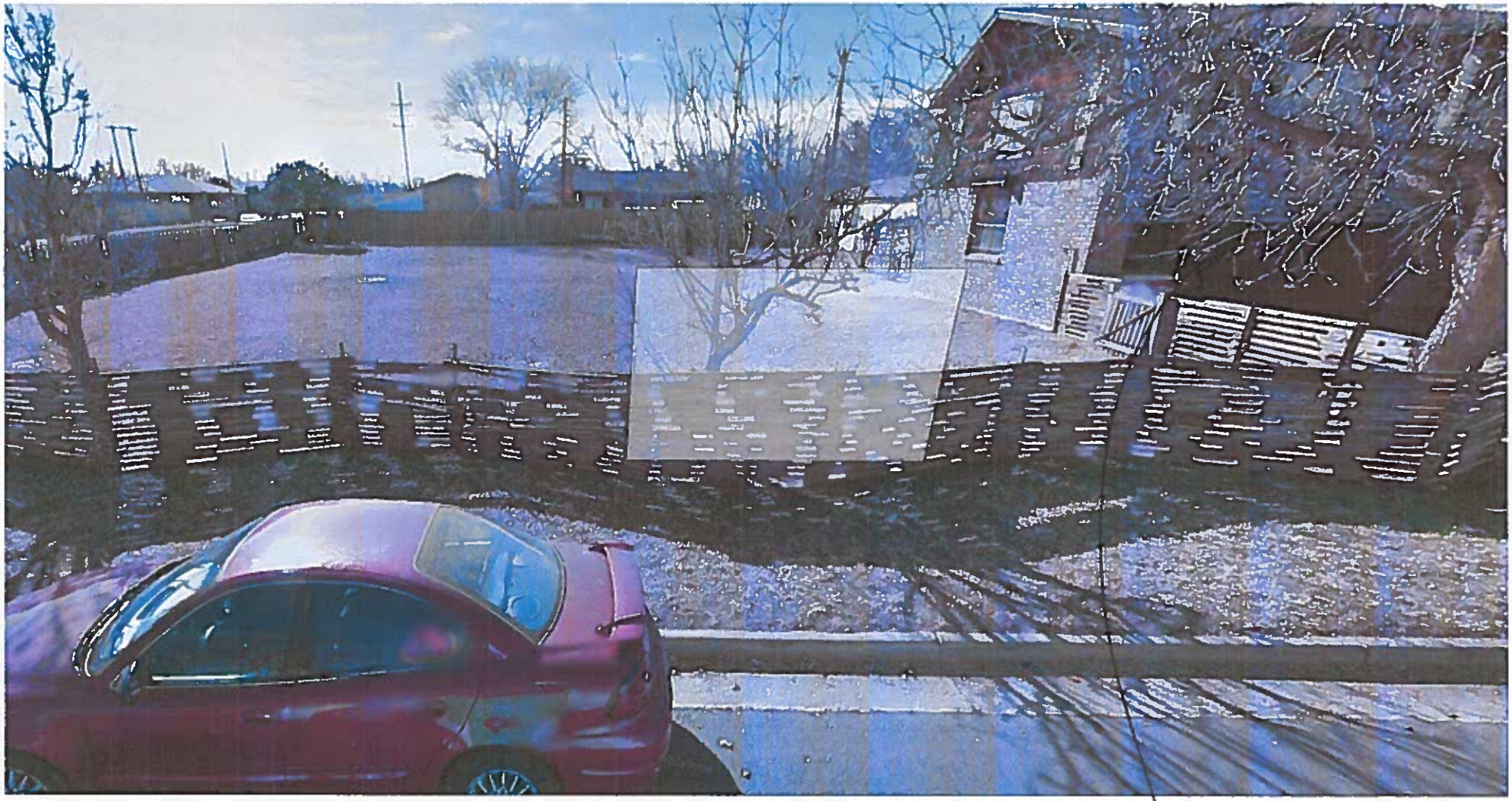
ELEVATION OPTION C

JOB #:
L126

A-2

HOME DESIGNS
806.773.2334
www.qhomedesigns.com

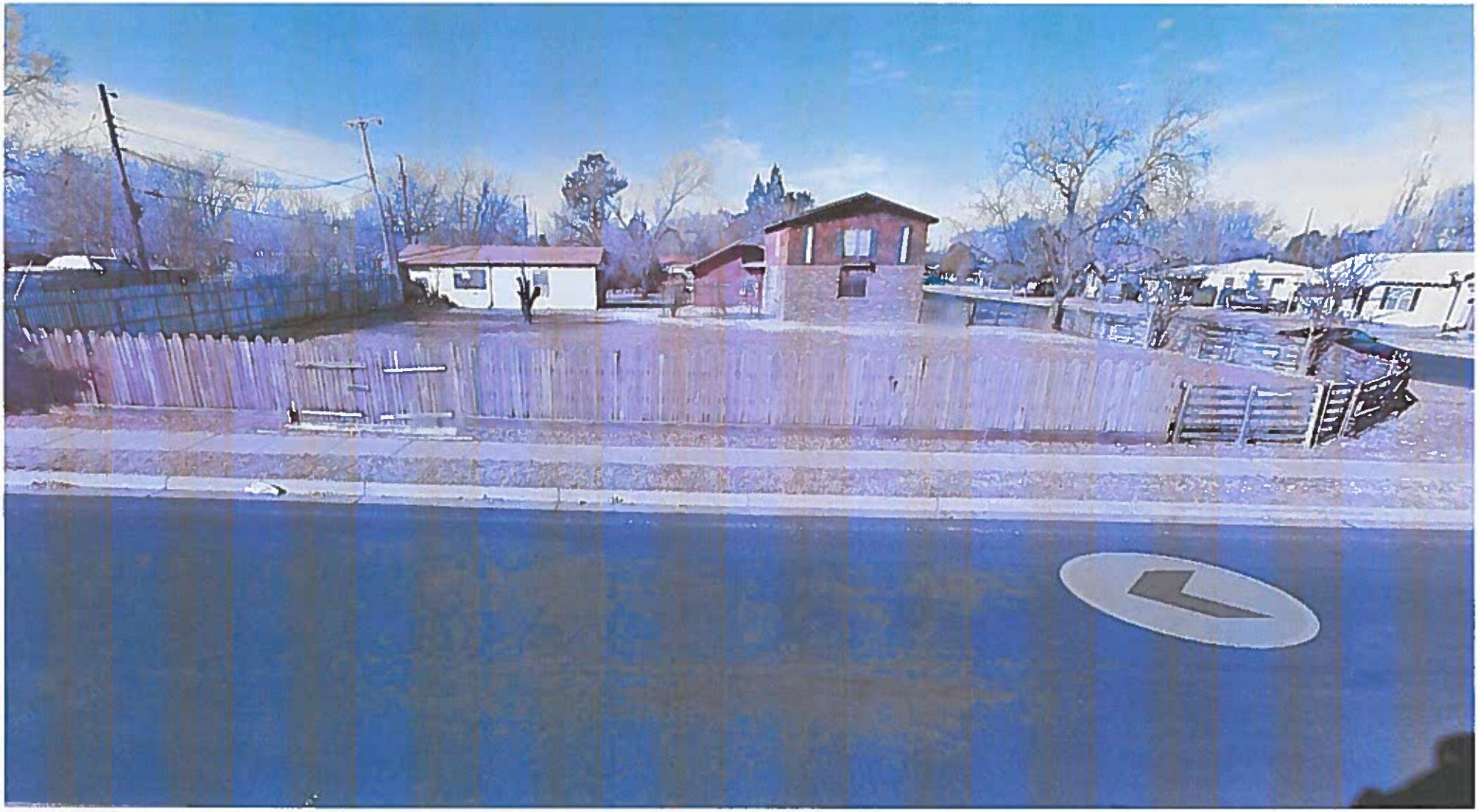
7B Construction & Development
38th Street and Utica
Lubbock, Texas
Lakewood Villas
Lots
Spec Residence



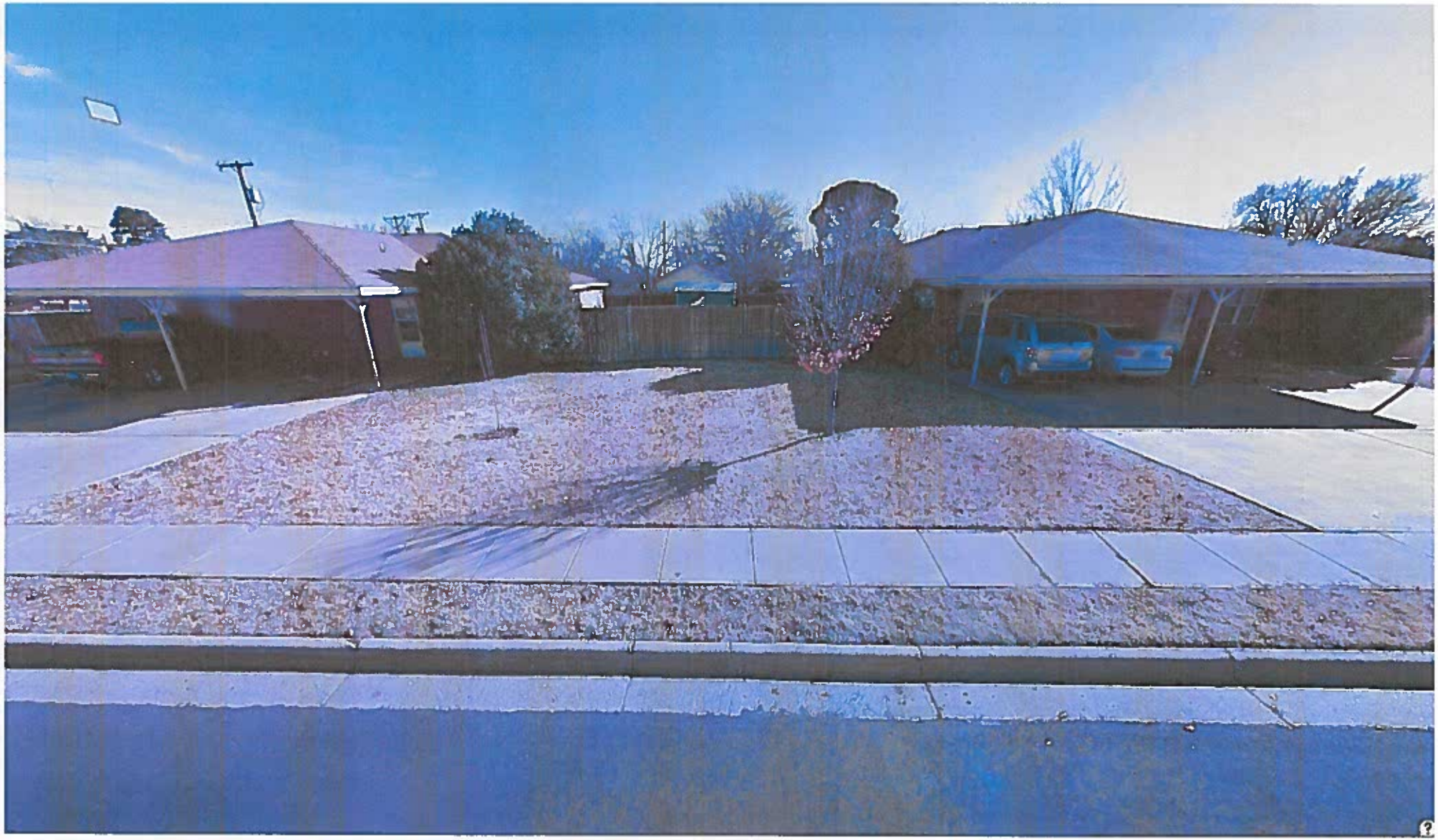
4805 38th

PICTURE FROM 38th

EXISTING STRUCTURE
TO REMAIN



4805 38th



EXISTING DUPLEX's @ UTICA & 39TH.
Driveway is entering UTICA.

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

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3261**

In Favor of ___

Opposed ✓

Reasons and/or Comments:

RECEIVED
JUL 28 REC'D
PLANNING DEPARTMENT

Print Name Chester Campbell

Signature: Chester Campbell

Address: P.O. Box 3927 ZIP 79452

Address of Property Owned: 4905-38 4811-39

6 of 40

Zone Case Number: 3261 23981
CAMPBELL THREE C ENTERPRISES LLC
PO BOX 3927

LUBBOCK TX 79452

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

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** ***3261***

In Favor of ____

Opposed ✓

RECEIVED
JUL 30 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Would prefer to keep this lot to use only as single-home and not for duplex.

Print Name Jaime Todd

Signature: Jaime Todd

Address: 4816 38th St

Address of Property Owned: Same

34 of 40

Zone Case Number: **3261** 23823
TODD, JAIME
4816 38TH ST

LUBBOCK TX 79414

Regular City Council Meeting **7. 8.**

Meeting Date: 08/27/2015

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3262, a request of Ben Lack, for CAB 115, LLC., for a zoning change from R-1 to R-2, west 1/2 of Lot 3, Block 17, Hillcrest Addition, 4811 38th Street, and consider an ordinance.

Item Summary

General comments:
The request is to rezone a parcel of land from single family to R-2, Two Family District. This duplex lot will be around 6,400 square feet, meeting the minimum lot size for a duplex in the R-2 district. The traditional R-2 duplex lot is required a minimum of 6,000 square feet. A large lot to the south and east on 39th Street has a pair of duplex units. This case is in addition to the R-2 Specific Use case in Zone Case 3261.

Adjacent land uses

The parcel is surrounded by single family homes. These lots average 6,400 square feet per lot.

Comprehensive Land Use Plan (CLUP):
The CLUP policies state that, “Medium density (duplex) residential development should be used as a buffer between single-family residential development and high-density residential or commercial development.” The policies do not specify one way or another if R-2 lots should be mixed within single family developments.

Zoning Policy:
While an overall mixture of housing styles is good for the City, the difference between freestanding single family home and duplex units has potential adverse effects on individual neighborhoods.

Effect on the adjacent street and thoroughfare system:
There should be little to no impact on the thoroughfare system.

Recommendations:
Subject to feedback and comments from adjacent property owners, if the Commission feels the proposed case is appropriate for the area, staff recommends the case for approval.

On August 6, 2015, the Planning and Zoning 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

Attachments

Ordinance
Backup - 3262

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. 3262;** A ZONING CHANGE FROM **R-1** TO **R-2** ZONING DISTRICT ON **THE WEST ½ OF LOT 3, BLOCK 17, HILLCREST 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. 3262

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** to **R-2** zoning district on **the west ½ of Lot 3, Block 17, Hillcrest Addition**, City of Lubbock, Lubbock County, Texas, located at **4811 38th 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

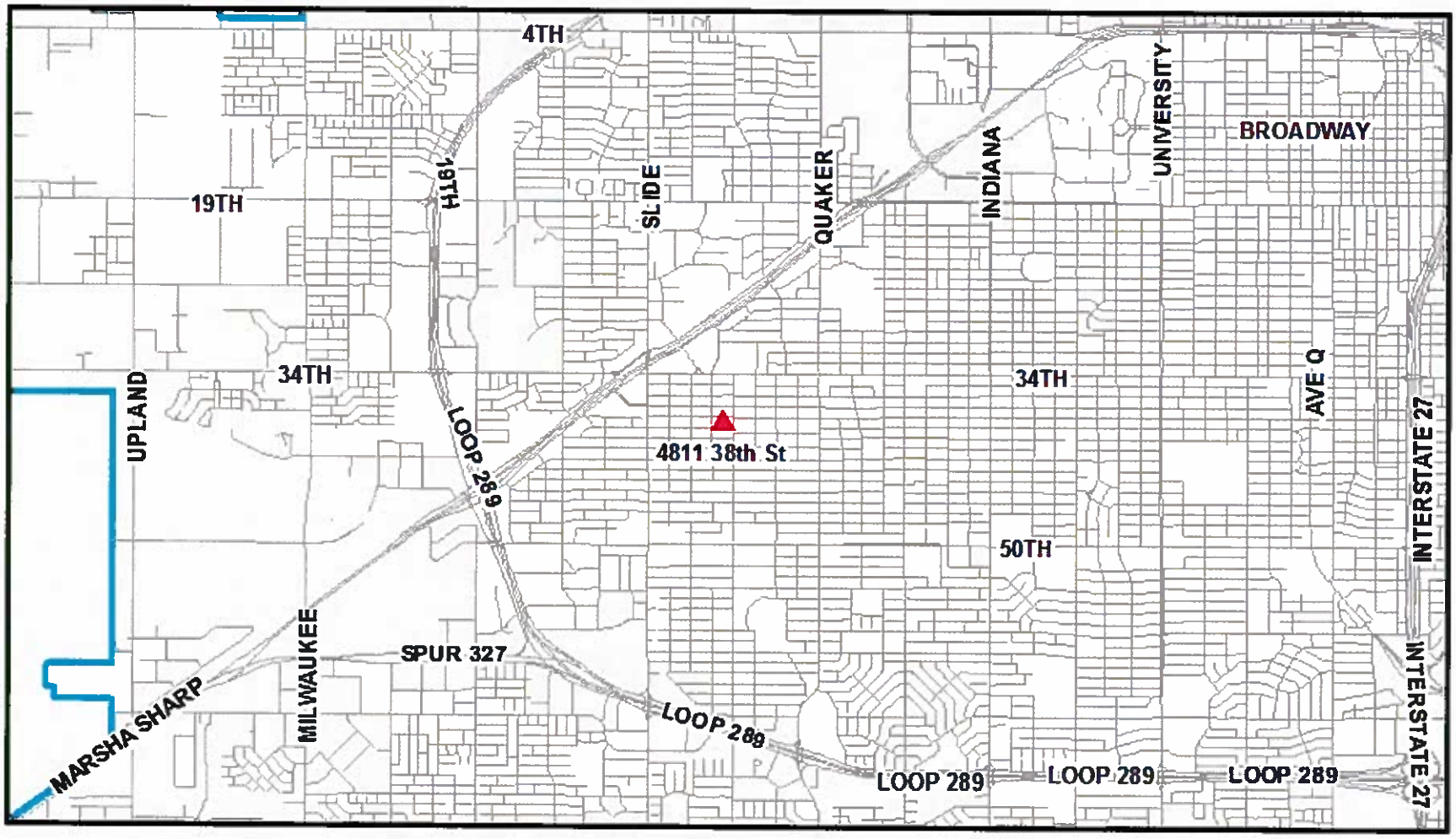
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

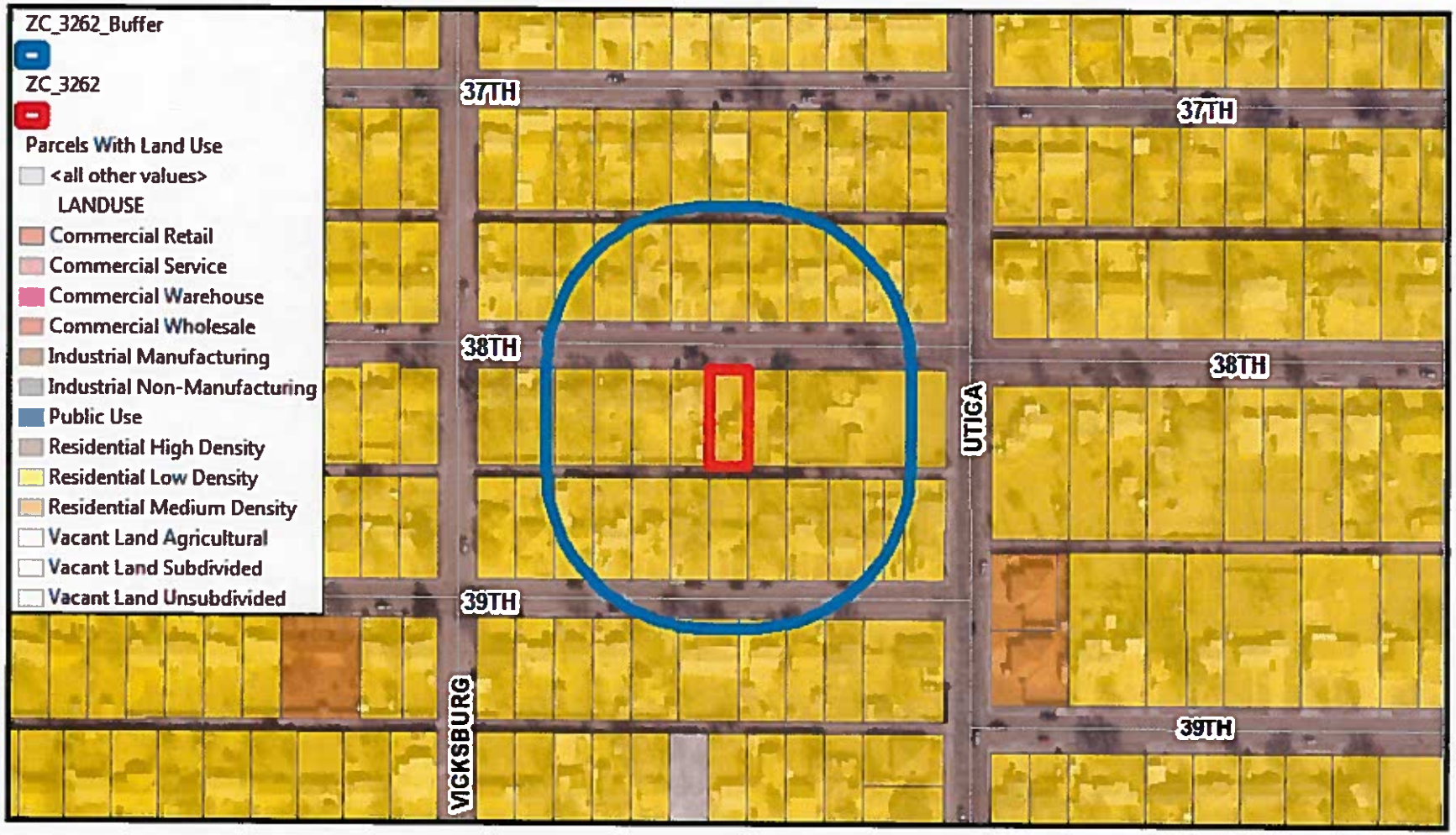
APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

vw/cityatt/Justin/ZoneCase/ZC3262
August 6, 2015

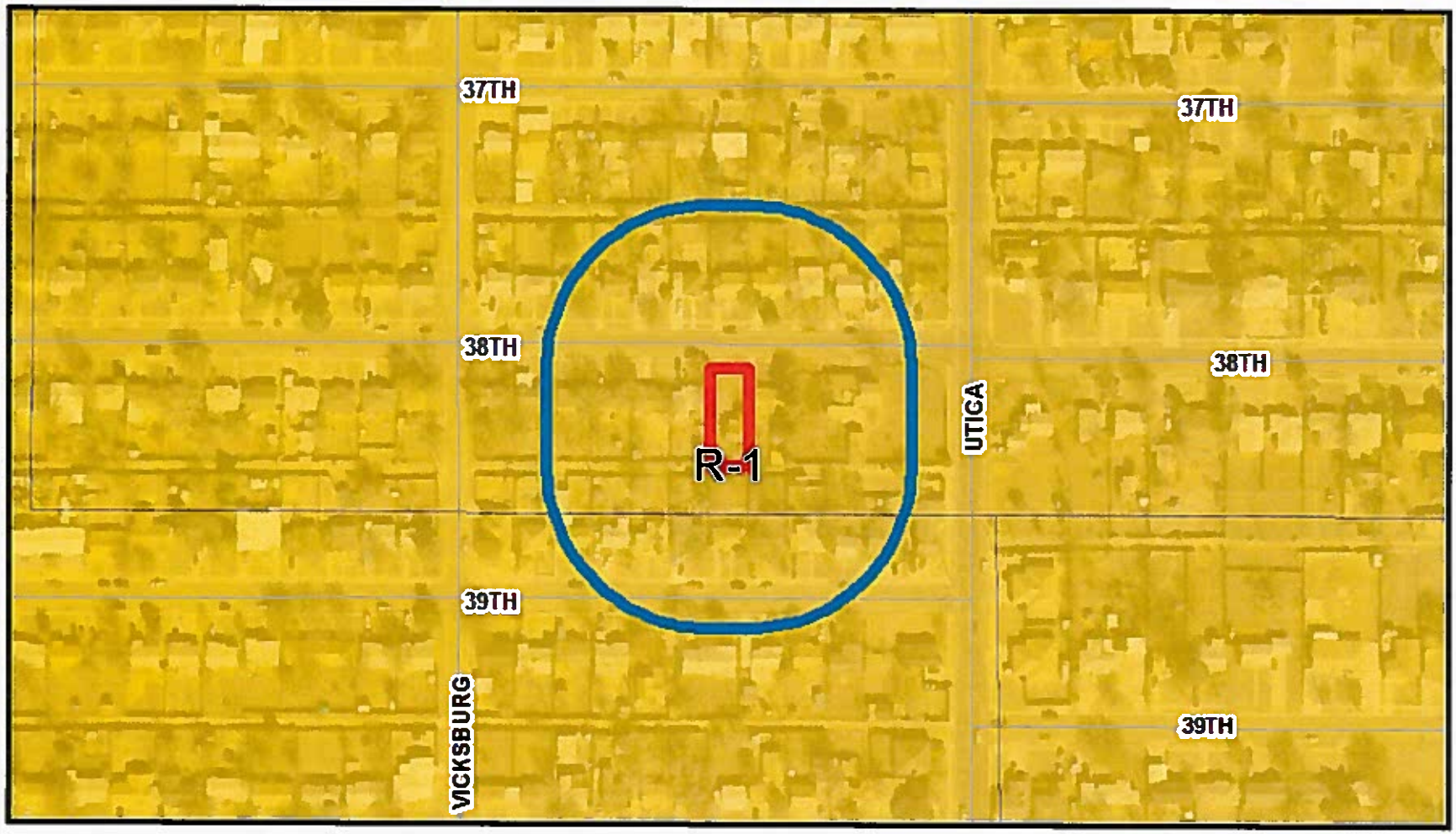


P.Z.C. Case 3262



P.Z.C. Case 3262

Request of Ben Lack (for CAB 115, LLC.) for a zoning change from R-1 to R-2, 4811 38th Street



P.Z.C. Case 3262 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) Ben Lack
5432 8th Place
Street/Post Office Box
Lubbock TX 79416
City State Zip
(806) 773-2334
Telephone

For CAB 115, LLC
10906 Quinton Ave
Street/Post Office Box
Lubbock Tx. 79423
City State Zip
(806) 441-5149.
Telephone

Location or Address: 4811 38th 79414

Legal Description:* HILLCREST Blk 57 W/2 OF L 3

Existing Land Use: Single Family **Existing Zoning:** R1

Acreage or Square Footage of Property: 6,600 ft

Zoning Requested: R-2

Proposed Development: Duplex's

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

Applicant's Signature

July 14 2015
Date

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

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

For City Use Only

PIN: 23832 MAP 7

Zone Case No.: 3262 **Agenda No.:**

Request for zoning change from: R-1 **To:** R-2

on Lot(s): W ½ lot 3 **Block(s):** 17

Subdivision: Hillcrest **Address:** 4811 38th St

KS

SITE

JOB #:
L126

HOME DESIGNS
806.773.2334
www.qhomedesigns.com

7B Construction & Development

38th Street and Utica
Lubbock, Texas
Lakewood Villas
Lots
Spec Residence

SITE PLAN
DIMENSIONS TO EDGE OF SLAB

7B Construction & Development
38th Street and Utica
Lubbock, Texas
A
L1
of
"A" - 1,008 SQFT.
"B" - 996 SQFT.
53.5'
43'
DUPLEX #2 FLOOR PLAN
"B" - 993 SQFT.
"A" - 979 SQFT.
47'
49'
DUPLEX #1 FLOOR PLAN

HOME DESIGNS
806.773.2334
www.ajhomedesigns.com

job #:
L126
A-2

7B Construction & Development
38th Street and Utica
Lubbock, Texas
Lakewood Villas
Lots
Spec Residence



4811 38th

Existing Structure to be removed.

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

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** ***3262***

RECEIVED
JUL 30 REC'D
PLANNING DEPARTMENT

In Favor of ___

Opposed ✓

Reasons and/or Comments:

have no opposition to a single-family home but strongly oppose having a duplex built on this property..

Print Name Jaime Todd

Signature: Jaime Todd

Address: 4816 38th St.

Address of Property Owned: same

33 of 37

Zone Case Number: **3262** 23823
TODD, JAIME
4816 38TH ST

LUBBOCK TX 79414

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

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** ***3262***

In Favor of ___

Opposed ✓

Reasons and/or Comments:

RECEIVED
JUL 28 REC'D
PLANNING DEPARTMENT

Print Name Chester Campbell

Signature: Chester Campbell

Address: P.O. Box 3927 Zip 79452

Address of Property Owned: 4905-38 4811-39

5 of 37

Zone Case Number: 3262 23981
CAMPBELL THREE C ENTERPRISES LLC
PO BOX 3927

LUBBOCK TX 79452

Regular City Council Meeting **7. 9.**

Meeting Date: 08/27/2015

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 2995-R, a request of Dr. Jewell Ginter, for Ginter Eye Care Center, for a zoning change from GO to AM on Tract A, Double J Addition, 6301 and 6305 79th Street, and consider an ordinance.

Item Summary

General comments:
The request for this 1.8 acre property is to rezone from GO, Garden Office, to AM, Apartment Medical. The proposed use is for Ginter Eye Care Center. The issue arose during the building permit process that the optometrist and eye care center office would not be allowed in the Garden Office district due to the retail component of the business.

Adjacent land uses:
North of this parcel is zoned R-2 Specific Use. GO zoning borders the property on the east and west with commercial zoning fronting 82nd Street to the south.

Comprehensive Land Use Plan (CLUP):
The request is consistent with the CLUP. The CLUP recommends a buffer district between a commercial district and a residential district.

Zoning Policy:
AM, being considered as a buffer district like GO, in this location is consistent with current zoning policies.

Effect on the adjacent street and thoroughfare system:
Changing the zoning from GO to AM, there should be no additional impact on the thoroughfare system.

Recommendations:
Staff recommends the case for approval.

On August 6, 2015, the Planning and Zoning 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

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 2995-R;** A ZONING CHANGE FROM **GO** TO **AM** ZONING DISTRICT ON **TRACT A, DOUBLE J 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. 2995-R

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **GO** to **AM** zoning district on **Tract A, Double J Addition**, City of Lubbock, Lubbock County, Texas, located at **6301 and 6305 79th 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

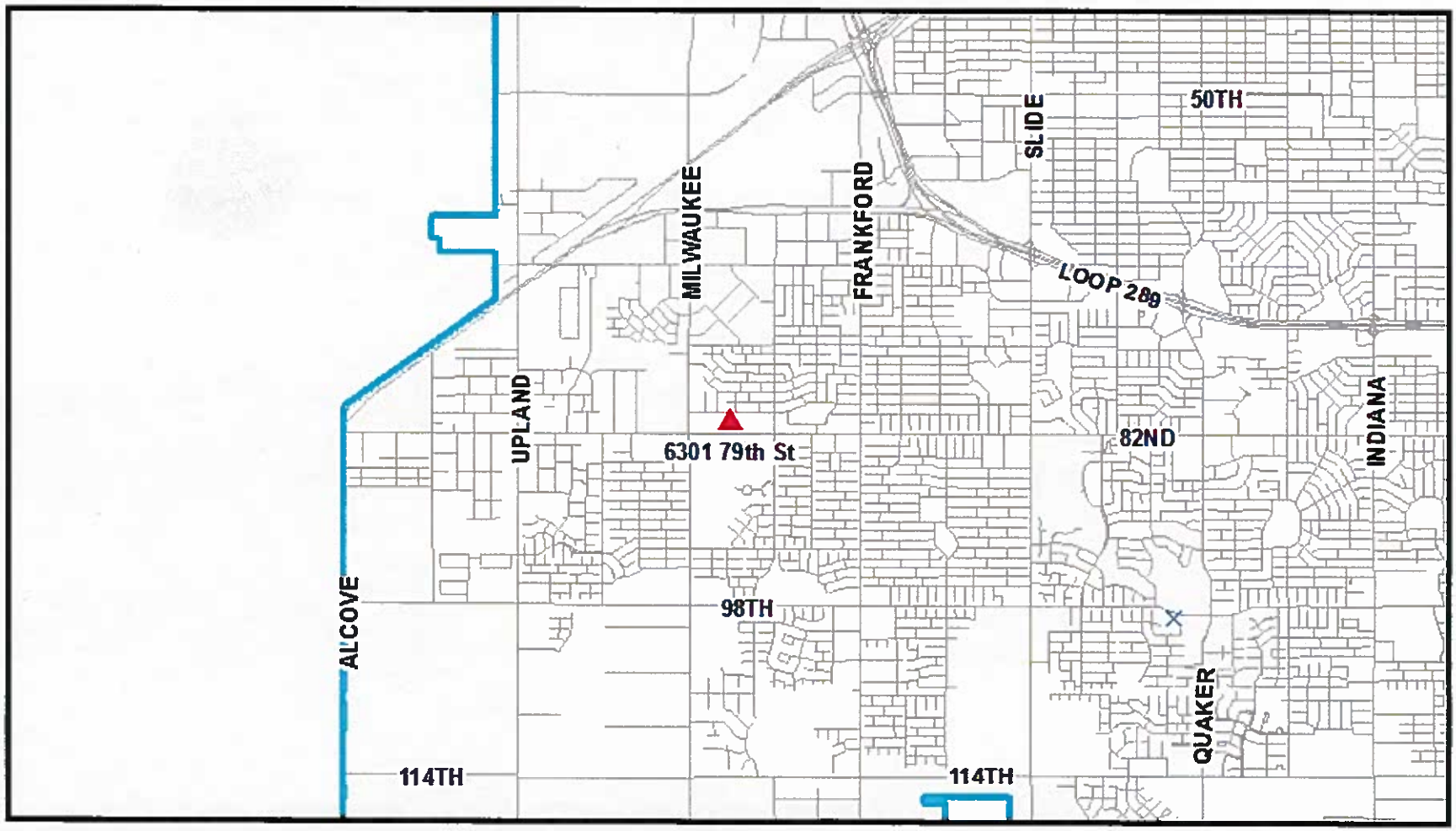
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

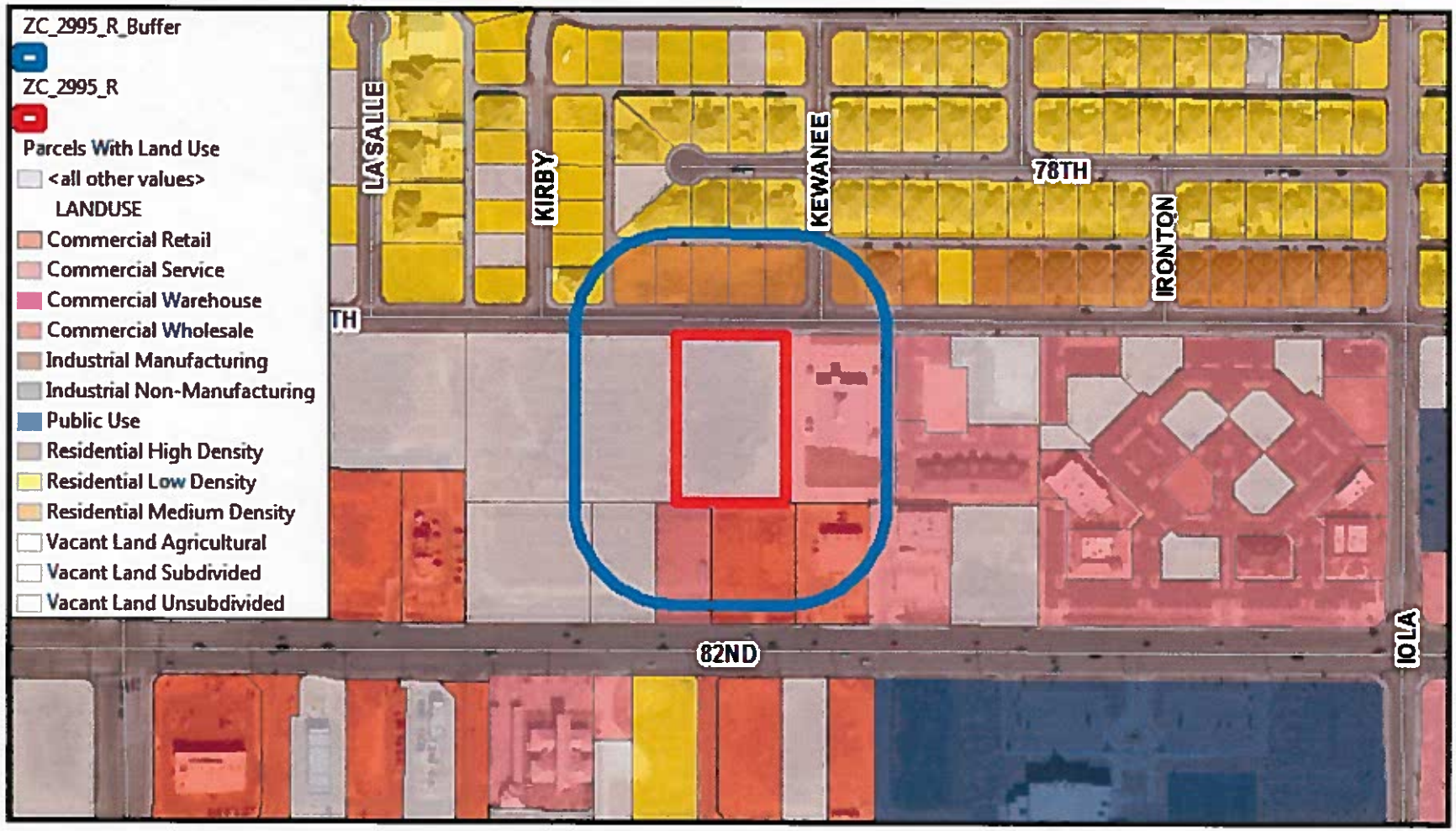
APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

vw/cityatt/Justin/ZoneCase/ZC2995-R
August 6, 2015

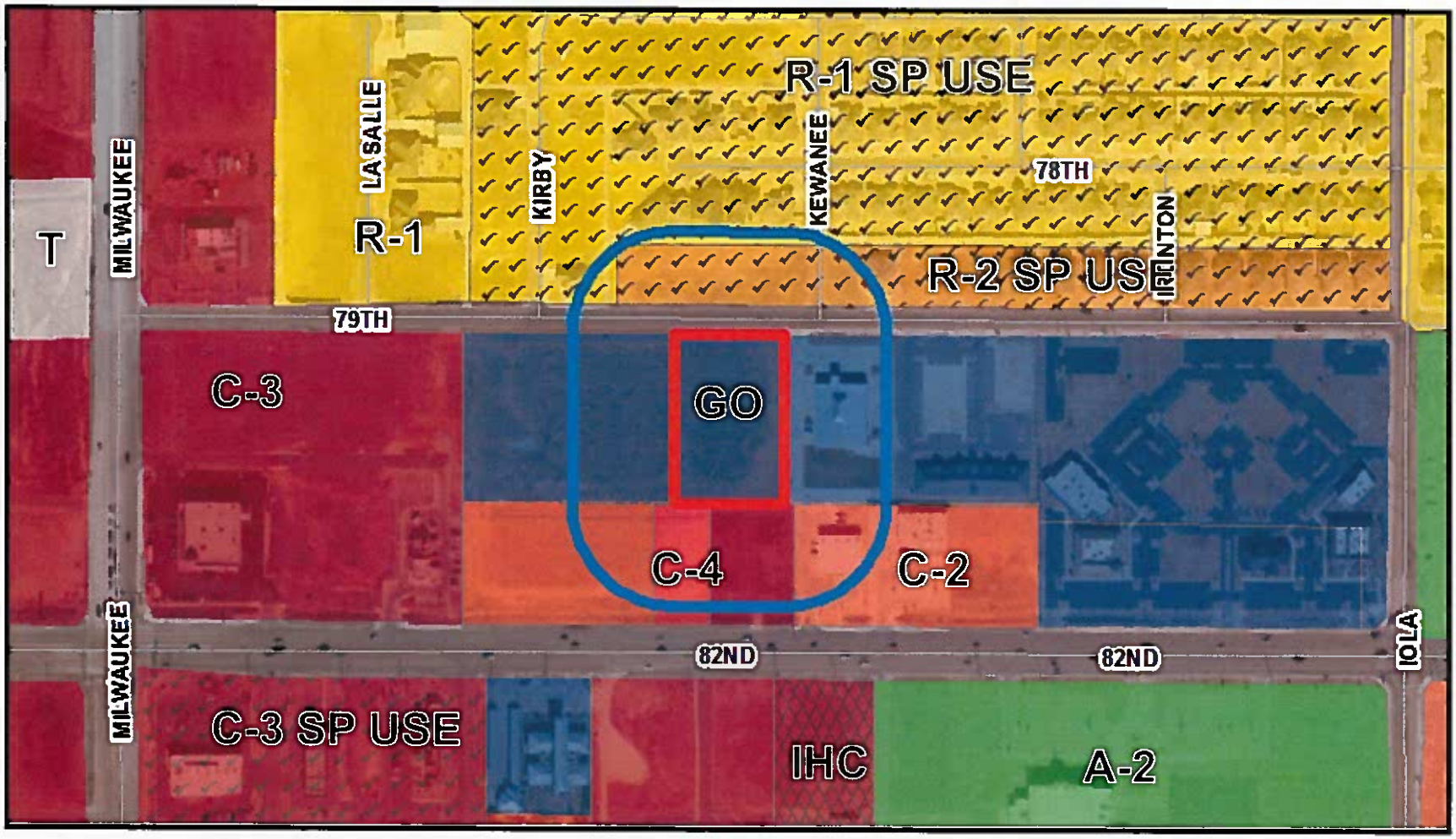


P.Z.C. Case 2995-R



P.Z.C. Case 2995-R

Request of Dr. Jewell Ginter (for Ginter Eye Care Center) for a zoning change from GO to AM on Tract A, Double J Addition (6301 and 6305 79th Street).



P.Z.C. Case 2995-R Zoning

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) DR. JEWELL GINTER

5713 82ND ST.
Street/Post Office Box

LUBBOCK TX 79424
City State Zip

(806) 535-3158
Telephone

For GINTER EYE CARE CENTER

5713 82ND ST.
Street/Post Office Box

LUBBOCK TX 79424
City State Zip

(806) 798-8820
Telephone

Location or Address: 6305 79TH STREET

Legal Description:* DOUBLE J ADDITION - TRACT "A"

Existing Land Use: VACANT LOT **Existing Zoning:** GO

Acreage or Square Footage of Property: 78,343 SF OR 1.79 ACRES

Zoning Requested: AM (APARTMENT MEDICAL)

Proposed Development: NEW SINGLE STORY BUILDING OPTOMETRY OFFICE FOR GINTER EYE CARE CENTER.

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

Applicant's Signature

7/13/15
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: 92337 Map 21

Zone Case No.: 7995-R **Agenda No.:**

Request for zoning change from: GO **To:** AM

on Lot(s): Tract A **Block(s):** —

Subdivision: Double J **Address:** 6301, 6305 79th St

639

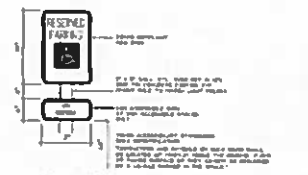
"A" - DOUBLE J ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS

BUILDING SQUARE FOOTAGE CALCULATIONS

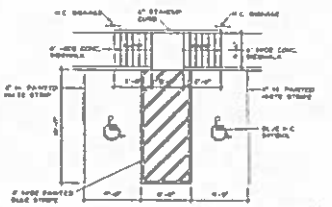
	TOTALS
1ST FLOOR LEVEL	10,304sf
2ND FLOOR LEVEL	0sf
BUILDING	10,304sf
LOT SQUARE FOOTAGE	78,340sf
REQUIRED LANDSCAPING 8% OF LOT	9,387sf
LANDSCAPE PROVIDED	19,677sf
AREA NEED PLANT BY BETWEEN FRONT CURB AND STREET	SITE EXCEEDS REQUIREMENT
FURTHERMORE LANDSCAPE	50,125sf
PARKING REQUIRED	
MEDICAL OFFICES 2,602sf PARKING RATIO 1 PER 150sf	12 SPACES
OFFICE 8,594sf PARKING RATIO 1 PER 300sf	29 SPACES
STORAGE 726sf = TO 2 SPACES	
REQUIRED PARKING	46 SPACES
PARKING SHOWN ON SITE	48 SPACES PLUS 2 SPACES IN GARAGE
H.C. PARKING SPACES REQUIRED	2 SPACES (4 SHOWN)

SITE PLAN NOTES

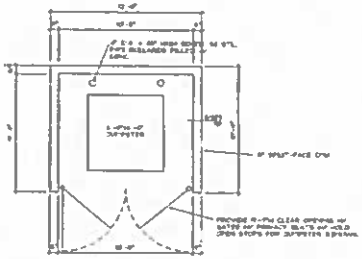
1. THE GENERAL CONTRACTOR SHALL VERIFY ALL FIELD ELEVATIONS, GRADES, UTILITY LOCATIONS AND SITE CONDITIONS PRIOR TO CONSTRUCTION
2. SEE MECHANICAL, PLUMBING AND ELECTRICAL SITE PLAN FOR UTILITIES
3. ALL SIDEWALKS SHALL HAVE A LANDSCAPE SLOPE FROM GRADE TO GRADE BACKING SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2% MAXIMUM SIDEWALK SLOPE SHALL NOT EXCEED 2%
4. SLOPE GRADES UNDISTURBED BETWEEN FINISH GRADE POINTS NOTED AND TO EXISTING GRADES AT EXISTING CURBS AND NEW SIDEWALKS, OR 10 FEET OF THE GRADING. FOR SW GRADES 6:1, ENDS AWAY FROM THE BUILDING FINISH GRADES SHALL BE 1" BELOW FINISH SIDEWALK - TYP.
5. FINE GRADING SHALL CONTROL TO PERIMETER OF SIDEWALKS AND CURBS
6. INSTALL 1/2" EXPANSION JOINT MATERIAL AT NEW WALKS AS NOTED PLUS PER SPACING BETWEEN 2.5 TO 4 BOOKS. PLAN SHALL BE 20'-0" SCORE "D" DEEP JOINTS (TOOLED JOINTS) IN NEW WALKS AT 5'-0" O.C. MAX
7. ALL SITE WORK CONCRETE SHALL BE 4,000 PSI, 28 DAY STRENGTH UNLESS OTHERWISE NOTED. PROVIDE FIBER REINFORCING TYPICAL AT ALL EXTERIOR CONCRETE IN ADDITION TO OTHER REINFORCING NOTED
8. 6" THICK CONCRETE SIDEWALKS. FIBER REINF. BROOM FINISH SEE DETAILS ON SHEET SP1 - TYPICAL
9. INSTALL 5" THICK, 4,000 PSI, 28 DAY STRENGTH CONCRETE PAVING W THE PATTERN SHOWN REFERENCE NOTE 09 ETA. SAWED AT 3' O.C. EACH WAY REFER TO DETAILS ON SHT SP2
10. PARKING LOT DIMENSIONS ARE FROM FACE OF CURB AND CENTER OF PARKING STRIPES
11. REFER TO CIVIL PLANS, LANDSCAPE PLANS & IRRIGATION PLANS FOR ADDITIONAL INFORMATION ON THIS SITE



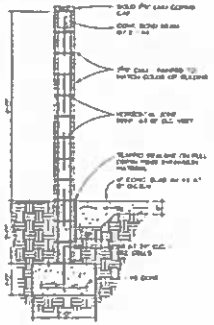
1 SP1 SITE DETAIL
HANDICAP PARKING SIGN



2 SP1 H.C. PARKING SPACE DETAIL



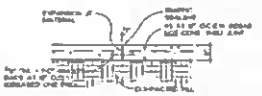
3 SP1 DUMPSTER PLAN



4 SP1 SECTION - DUMPSTER WALL



8 SP1 SITE DETAIL
TYPICAL SIDEWALK JOINTS



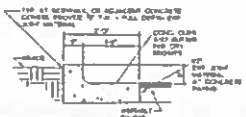
8 SP1 SITE DETAIL
PAVEMENT EXPANSION JOINT



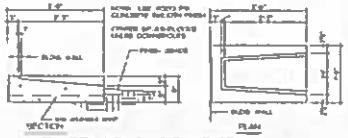
6 SP1 SITE DETAIL
TYPICAL SIDEWALK EDGE



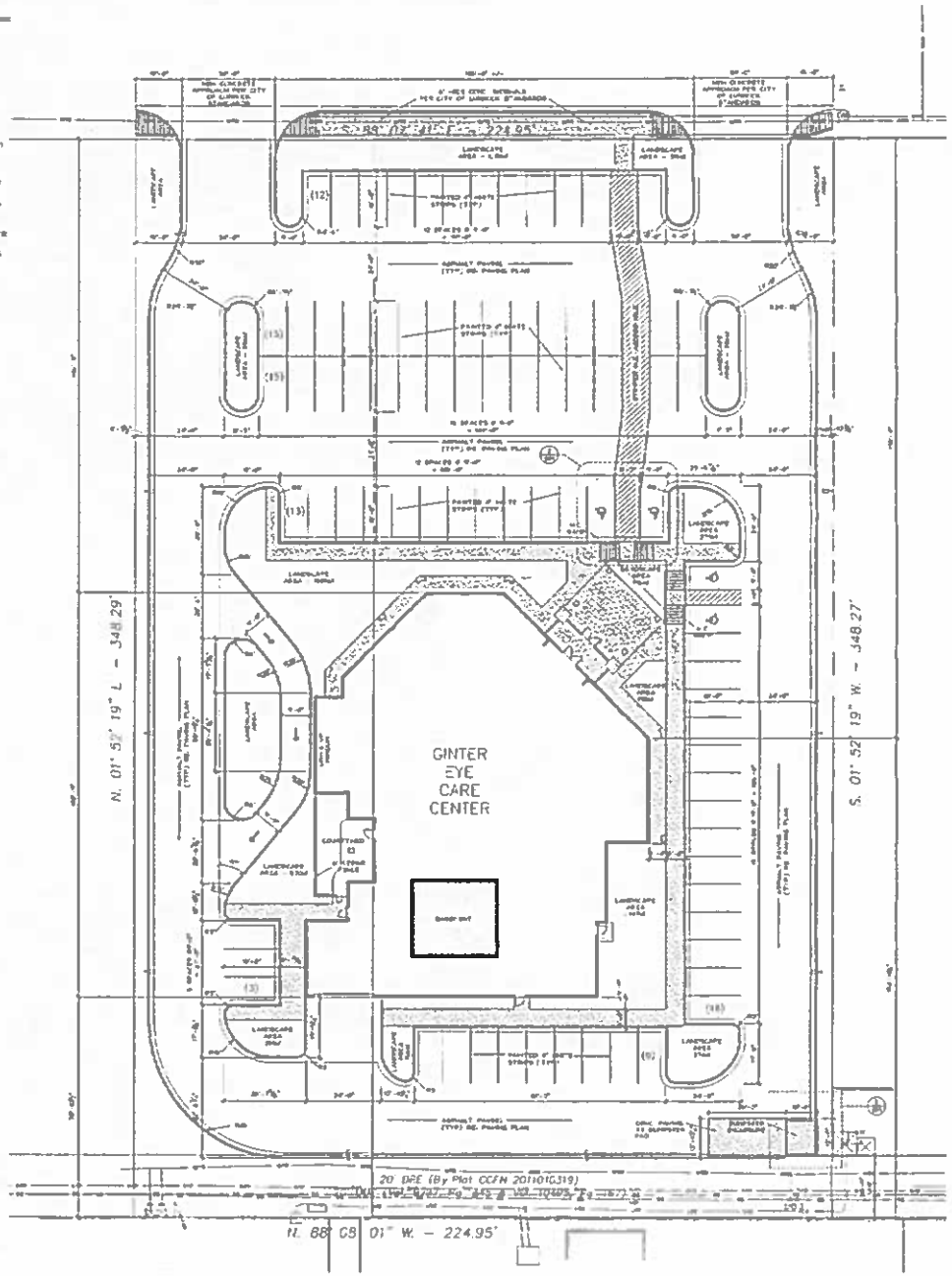
9 SP1 SITE DETAIL
PAVEMENT CONTROL JOINT



7 SP1 SITE DETAIL
CURB & GUTTER - TYP.



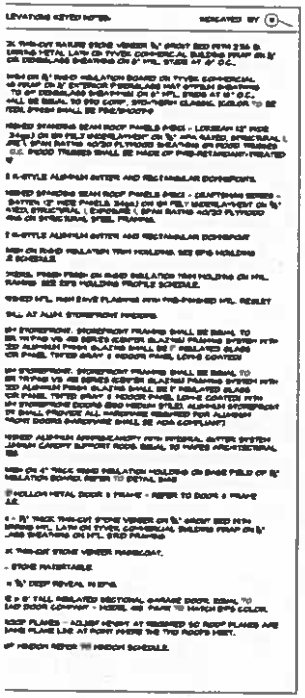
12 SP1 SPLASH-BLOCK DETAIL
TYP. @ ALL DOWNSPOUT LOCATIONS ON GRADE

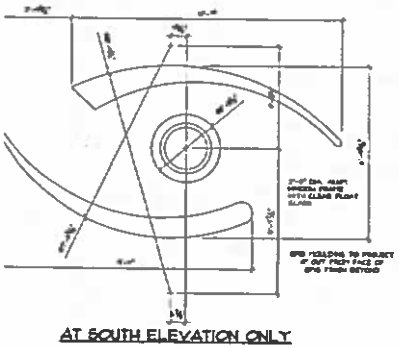


SITE PLAN

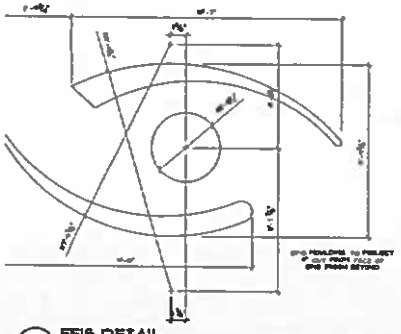
GINTER EYE CARE CENTER

ARCHITECTS

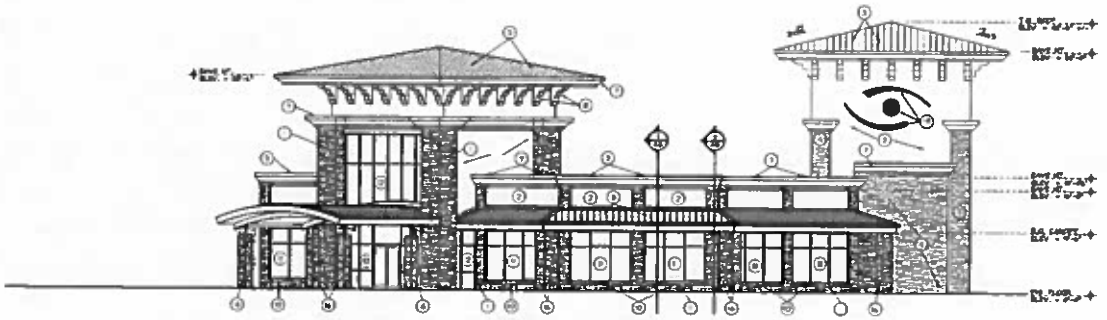




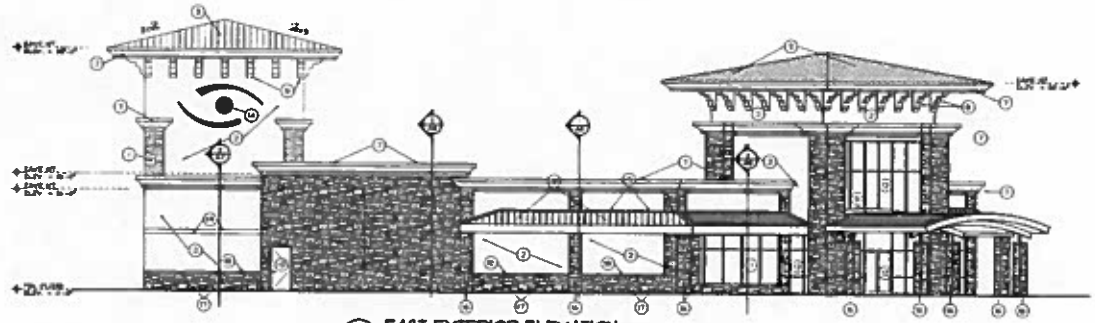
AT SOUTH ELEVATION ONLY



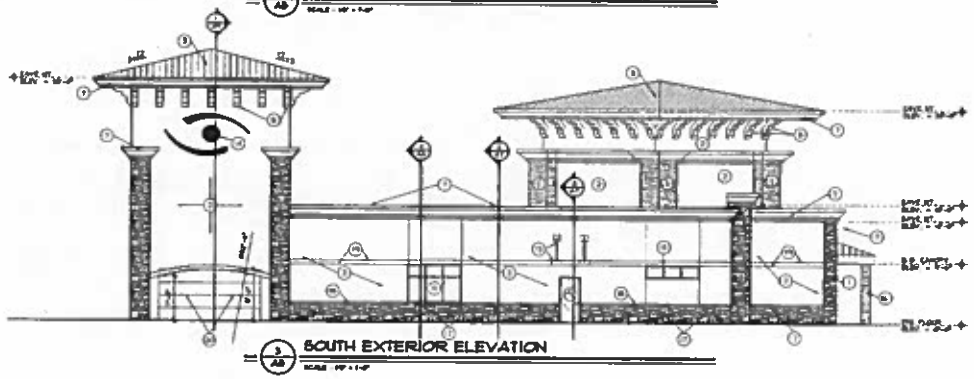
5 EFIS DETAIL



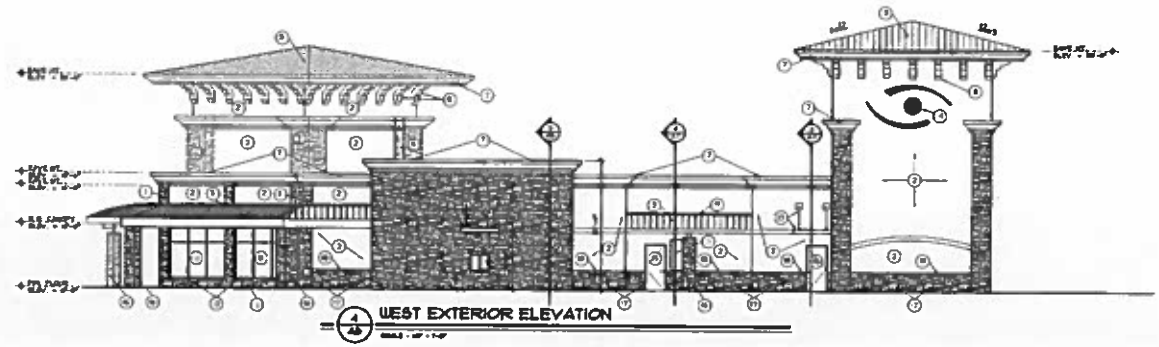
1 NORTH EXTERIOR ELEVATION



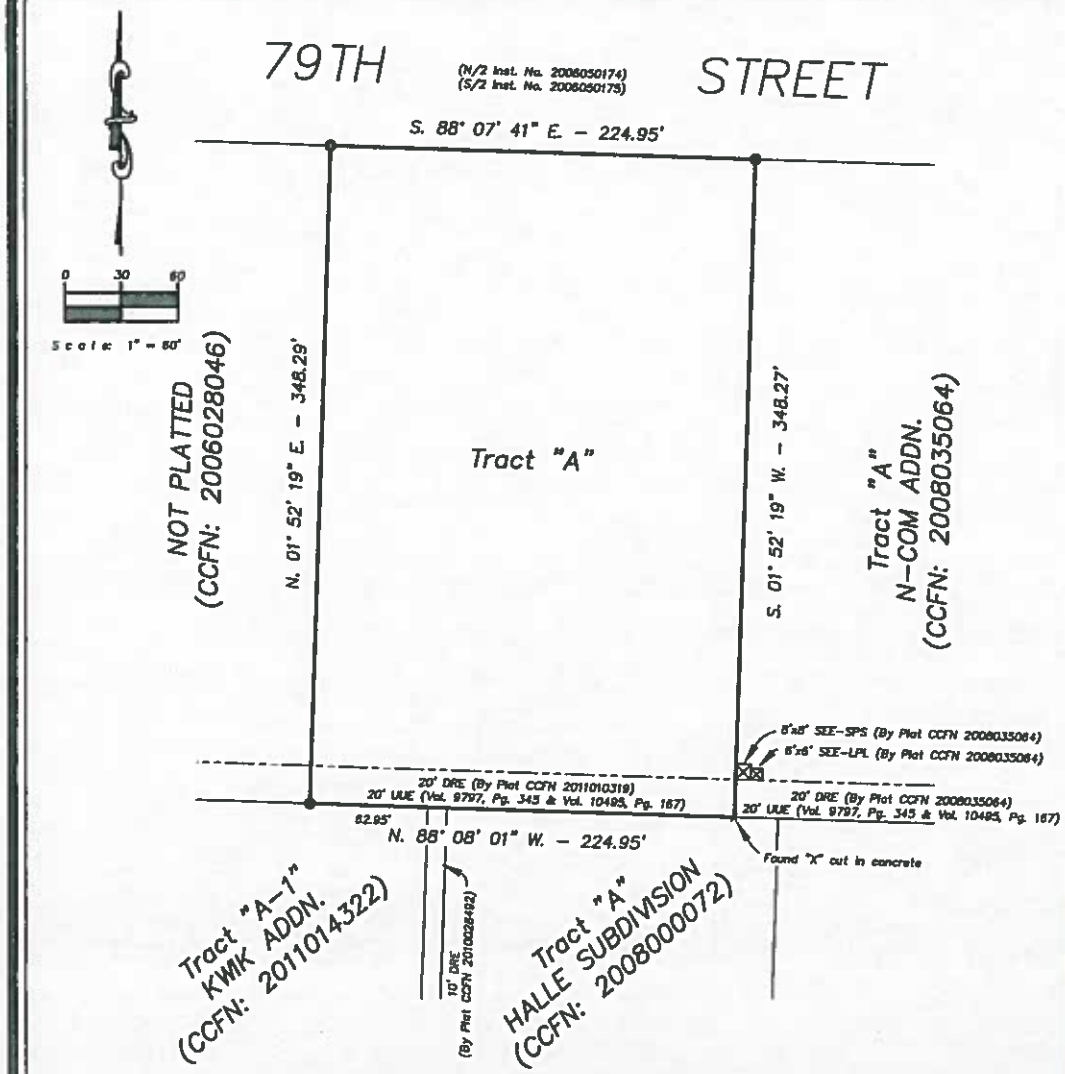
2 EAST EXTERIOR ELEVATION



3 SOUTH EXTERIOR ELEVATION



4 WEST EXTERIOR ELEVATION



NOTE:
Distances in ( ) are platted distances.

● = 1/2" iron rod w/yellow cap inscribed "HR & Assoc." found unless otherwise noted.

SPS easement along North boundary line as recorded in Volume 705, Page 505, Deed Records of Lubbock County, Texas.

Evidence of gas line and communication lines along North boundary line. No record found.

SPS = Southwestern Public Service Company.

Bearings Based on U.S. State Plane, Texas North Central Zone 4202.

Distances are grid distance U.S. Survey Feet. Grid to Ground Scale Factor = 1.000241042

D.R.L.C., TX. = Deed Records of Lubbock County, Texas.

CCF# = County Clerk's File, Official Public Records of Lubbock County, Texas.

O.P.R.L.C., TX. = Official Public Records of Lubbock County, Texas.

No abstract of title or title commitment was provided to this surveyor for this proposed plat. Any record research done by this surveyor was made only for the purpose of determining the boundary of this property (and as it may relate to adjoining parcels or rights-of-way). Record documents other than those shown on this plat may exist and encumber this property. This plat does not constitute or imply a complete title examination and any such title examinations are not the responsibility of this surveyor.

STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS,
that I, Cyril H. Turner, Registered
COUNTY OF LUBBOCK : Professional Land Surveyor, do hereby certify that I did cause to be surveyed on the ground the tract of land shown on this plat, and to the best of my knowledge and belief, the said description is true and correct.

IN WITNESS THEREOF, my hand and seal, this the 28th day of January, 2015.

STATE OF TEXAS REGISTERED CYRIL HOWARD TURNER 6460 PROFESSIONAL LAND SURVEYOR

Cyril H. Turner
Registered Professional
Land Surveyor #6460

A Plat of Tract "A" Double J Addition to the City of Lubbock, Lubbock County, Texas.

SCALE: 1" = 60'	FIRM#10193983	DRAWN BY: CT
DATE: Jan. 28, 2015		FILE NAME: 15-LS0001

OJD Engineering, L.P.
Consulting Engineers & Surveyors
806-791-2300
328 E. Hwy 62/82
Wolfforth, Texas 79382

Address: 927 Hwy. 62/82

DRAWING NUMBER
1 of 1

DPW ARCHITECTS
ARCHITECTURAL DESIGN
5102 91st Street
Lubbock, Texas 79424 Phone: (806) 548-0860

July 14, 2015

City of Lubbock
Planning Department
P.O. Box 2000
Lubbock, Texas 79457

Re : Re-Zoning Application for Ginter Eye Care Center
6305 79th Street – Double J Addition, Tract 'A'

The intent of this application is to re-zone the lot from GO (Garden Office) to AM (Apartment Medical). Dr. Jewell Ginter is the owner of Ginter Eye Care Center which is primarily an Optometry office with the sale of prescription glasses to their clients. Ginter Eye Care provides a medical necessity to the public. They bought the subject piece of property thinking their business would fall under the GO zoning guidelines which currently do not support the sale of medical items to their clients. Therefore the intent is to re-zone the subject property to AM (Apartment Medical) to allow for the sale of prescription eye ware.
Thank you in advance for your consideration.

Sincerely,
DPW Architects

Darren P. Watson, AIA

Regular City Council Meeting **7. 10.**

Meeting Date: 08/27/2015

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3236-A, a request of Vince Huebinger, for SWCWC/Sprint Spectrum, for a zoning change from IHC to IHC Specific Use for a temporary telecommunications tower on .234 acres of unplatted land out of Block A, Section 20, 2553 Santa Fe Drive, and consider an ordinance.

Item Summary

General comments:
Request of SWCWC Inc., for Sprint, for a zoning change from IHC to IHC Specific Use for a temporary/portable cell tower on 0.234 acres of unplatted land out of Block A, Section 20, 2553 Santa Fe Drive.

Adjacent land uses:
N: R-1 Single family Homes
S: IHC Interstate Highway Commercial –Water Utilities Pump Station-Vacant –Smoke Shop-Popeye's Chicken
E: IHC Ice kiosks
W: R-1 Single family homes

Comprehensive Land Use Plan (CLUP):
The request is consistent with the CLUP which has this area designated as commercial, specific use for a cell tower is allowed in any zoning district at the discretion of the Planning and Zoning (P&Z) Commission.

Zoning Policy:
The Zoning Ordinance states "…antennas may be permitted in any zoning district provided that the proponent of such use has incorporated the minimum requirements…" and has been approved by the P&Z Commission. It is up to the proponent to provide the necessary data showing the necessity for a new tower, rather than co-locating on an existing one. The department has updated our comprehensive map which shows the proposed location is 1,600 feet away from a tower to the west and 2,400 feet away from a tower to the east along Marsha Sharp Freeway.

Effect on the adjacent street and thoroughfare system:
The tower will be designed in a way that it will not be visually obstructive to traffic in the vicinity. The tower and structure will be located a minimum of 64 feet from any residential structure.

Recommendations:
Staff recommends approval of the zone case for a temporary cell tower.

On August 6, 2015, the Planning and Zoning 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

Attachments

Ordinance - Zoning

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. 3236-A;** A ZONING CHANGE FROM **IHC** TO **IHC SPECIFIC USE** FOR **A TEMPORARY TELECOMMUNICATIONS TOWER**, ON **.234 ACRES OF UNPLATTED LAND OUT OF BLOCK A, SECTION 20,** 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. 3236-A

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **IHC** to **IHC Specific Use** for **a temporary telecommunications tower** on **.234 acres of unplatted land out of Block A, Section 20,** City of Lubbock, Lubbock County, Texas, located at **2553 Santa Fe Drive,** and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **IHC** 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 **2553 Santa Fe Drive**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC3236-A
August 6, 2015

EXHIBIT "A"

TRACT I. The East Forty-Three and Two Tenths Feet (E 43 2') of Lot Three (3), and all of Lots Four (4), Five (5) and the West Twenty-Six and Eight-Tenths Feet (W 26.8') of Lot Six (6), all in Block Twenty-Five (25), F.R. Friend's Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 137, Page 225, of the Deed Records of Lubbock County, Texas

TRACT II. Lot Two-A (2-A), F.R. Friend Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 1570, Page 711, of the Deed Records of Lubbock County, Texas

TRACT III

FIELD NOTES of a 0 234 Acre Tract situated in Section 20, Block A, Lubbock County, Texas being out of 91 515 acres of former West Texas and Lubbock Railroad right-of-way described in a deed to the State of Texas recorded in Volume 6729, Page 1, Lubbock County Real Property Records being further described by metes and bounds as follows:

BEGINNING at a found square tube for the Southwest corner of this tract and the Northwest corner of Lot 2A, Block 25, F R. Friend's Addition recorded in Volume 1570, Page 711, Deed Records of Lubbock County, Texas from which a found 1/2" iron rod which is a corner of the said state of Texas tract described as being in the West line of University Avenue at the Northeast corner of F.R Friends Addition in the fifty seventh (57) call in the deed of the said state of Texas tract on Page 14 of Volume 6729, Lubbock County Real Property Records bears N 55°40'12" E (Texas North Central Zone Bearing Basis), 318 31 feet;

THENCE N 34°14'36" W, along the Northeast line of a 1 5642 acre tract surveyed by Richard Hutton, March 11, 2011, out of the said State of Texas parcel, surveyed by Richard Hutton, March 11, 2011, a distance of 99 93 feet to a found rod with aluminum cap (TXDOT) in the Southeast line of Santa Fe Drive as shown on the plat of F R. Friend's Addition as recorded in Volume 210, Page 80 Lubbock County Deed Records and on the plat of Parks Addition as recorded in 448, Page 233, Lubbock County Deed Records for the Northwest corner of this tract,

THENCE N 55°42'00" E, with the Southeast line of Santa Fe Drive, 101 88 feet to a set 1/2" rod with orange cap marked RPLS 4460 for the Northeast corner of this tract;

THENCE S 34°14'07" E, 99.88 feet to a found square tube for a Northerly corner of Lot 2A, Block 25, F R Friend's Addition and the the Southeast corner of this tract,

THENCE S 55°40'12" W , with the Northwest line of Lot 2A, Block 25, F.R Friend's Addition, and the Southeast line of the said State of Texas 91.515 acre tract, 101 87 feet Place of Beginning and containing 0.234 Acres including any Right of Way

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Kelly Pinion, County Clerk
Lubbock County TEXAS
October 30, 2013 02:38.50 PM
FEE: $24.00 2013043496

administrators, successors or assigns forever Grantor binds Grantor and Grantor's heirs and successors to warrant and defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except to as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

HOILE LEE SHAKESPEARE

SUSAN MICHAEL SHAKESPEARE

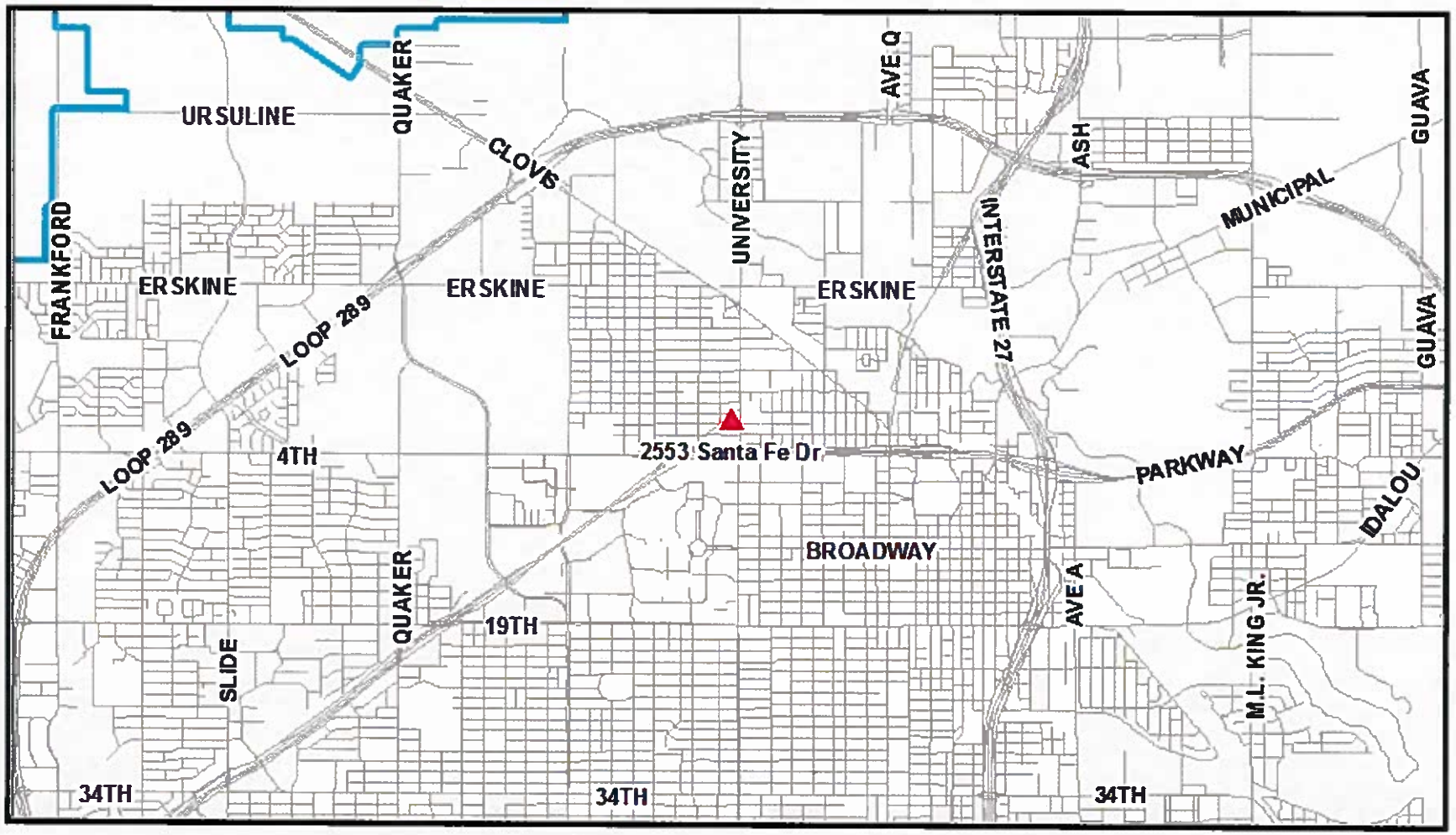
THE STATE OF TEXAS

COUNTY OF LUBBOCK

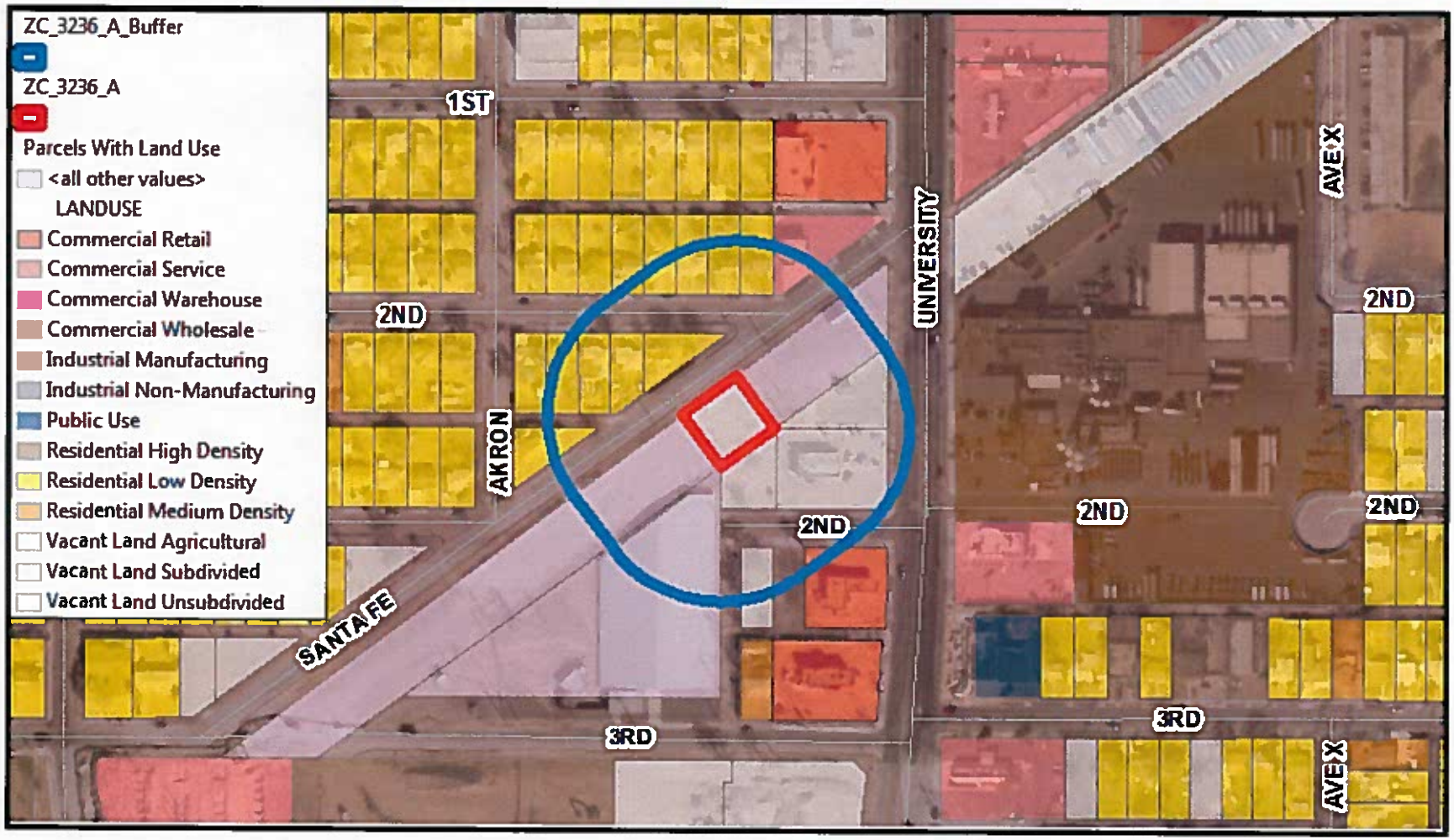
This instrument was acknowledged before me on the 23 day of October, 2013 by HOILE LEE SHAKESPEARE and SUSAN MICHAEL SHAKESPEARE.

DAVID FRISBIE
Notary Public, State of Texas
My Commission Expires
July 08, 2016

NOTARY PUBLIC, STATE OF TEXAS

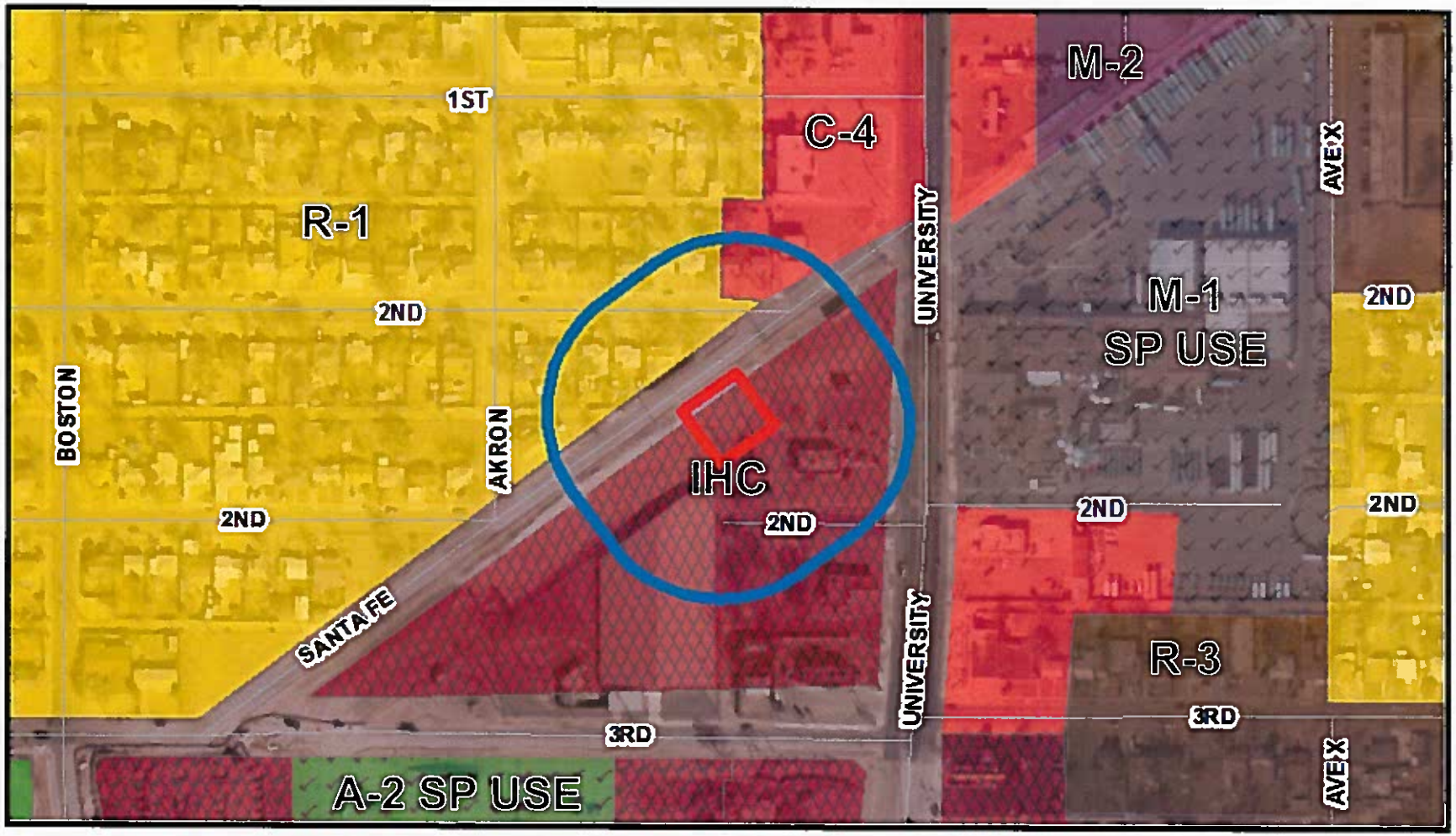


P.Z.C. Case 3236-A



P.Z.C. Case 3236-A

Request of Vince Huebinger (for SWCWC/Sprint Spectrum) for a zoning change from IHC to IHC Specific Use for a temporary telecommunications tower, 2553 Santa Fe Drive



P.Z.C. Case 3236-A Zoning

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print): Vince Huebinger
1715 Capital of Texas Hwy. South, Suite 207 (Street/Post Office Box)
Austin (City) Texas (State) 78746 (Zip)
(512) 328-2693 (Telephone)

For: SWCWC / Sprint Spectrum
11044 Research Blvd. Ste C-300 (Street/Post Office Box)
Austin (City) Texas (State) 78759 (Zip)
(512) 551-0227 (Telephone)

Location or Address: 2553 Santa Fe Drive

Legal Description:* Blk A - Sec 20 - AB 925 TR RR2 AC: .234

Existing Land Use: vacant **Existing Zoning:** "C1" commercial

Acreage or Square Footage of Property: .234 ac / 10,193 sf

Zoning Requested: Temporary use Permit / Special Use Permit

Proposed Development: Deploy temporary - Cell tower on wheels (COW) for Sprint Communications on vacant lot for Red Raiders football games

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

Applicant's Signature **Date** 7/2/15

Filing Fee: #475-
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

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

For City Use Only

PIN: 93491 MAP 2

Zone Case No.: 235-A **Agenda No.:** ____

Request for zoning change from: 1HC **To:** 1HC SP USE

for a temporary telecommunications tower on 0.234 acres of unplatted land out of block A section 20

on Lot(s): — **Block(s):** —

Subdivision: — **Address:** 2553 Santa Fe Dr.


A - 206 University - 33.595514°, -101.870942°
B - 2553 Sante Fe Dr - 33.595540°, -101.871380°
2nd Pl

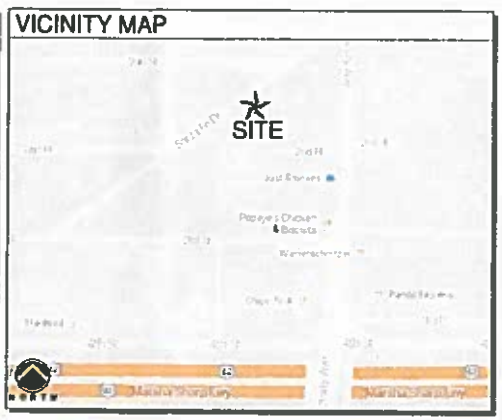
AERIAL MAP



ZONING MAP



VICINITY MAP



SPECIAL USE PERMIT SITE PLAN

PROJECT TYPE:
PROPOSED CELL SITE DEVELOPMENT

DATE:
07/01/2015

SITE INFORMATION:

SITE NAME: TEXAS TECH TEMP. COW
SITE ADDRESS: 2553 SANTA FE DR
LUBBOCK, TX 79415
PARCEL #:
J. RISDICTION: CITY OF LUBBOCK
LUBBOCK COUNTY
LATITUDE:
LONGITUDE: -101.87297
USE: TELECOMMUNICATION FACILITY
ZONING:

OWNER INFORMATION:

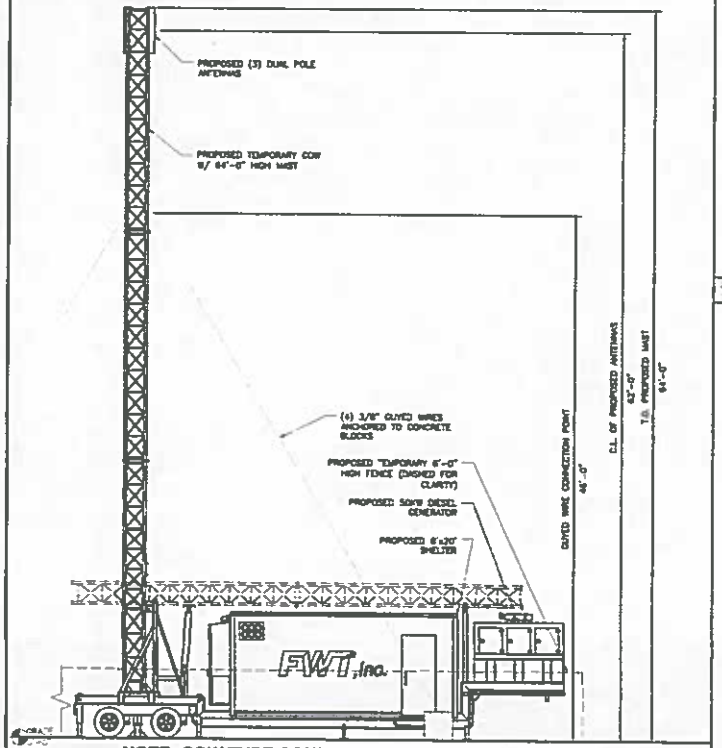
BETHEL PROPERTY MANAGEMENT LLC
8121 16TH ST
LUBBOCK, TX 79416

LEGAL DESCRIPTION:

BLK A SEC 20 AB 925 TR PR2 AC: 234

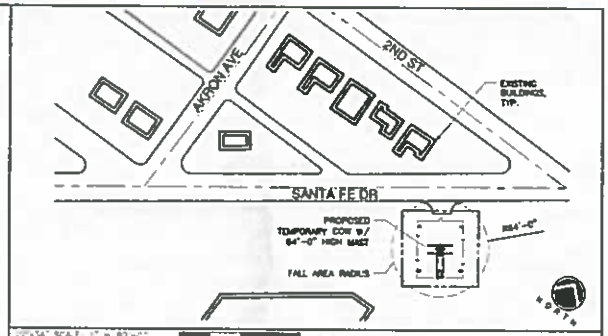
CODE COMPLIANCE:

GOVERNING BUILDING CODES:
INTERNATIONAL BUILDING CODE 2006 (IBC)
NATIONAL ELECTRICAL CODE (2011)

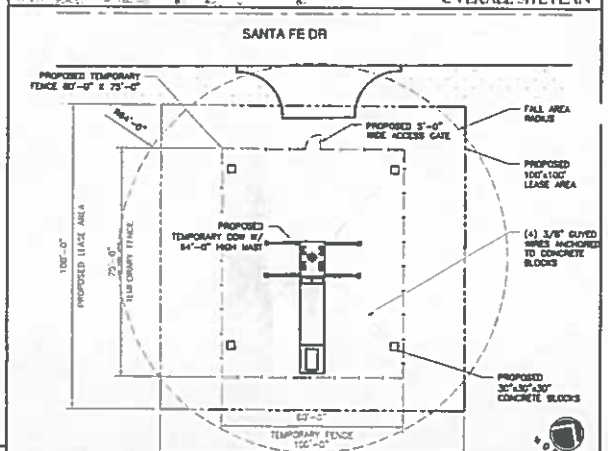


NOTE: COW TYPE COULD CHANGE TO CHAMPION COW

SOUTHWEST ELEVATION



OVERALL SITE PLAN



SITE PLAN

PROJECT DIRECTORY

APPLICANT:
SPRINT
CONTACT: ADRIAN ROSALES
PHONE: (512) 800-0341
FAX: (512) 267-4066

ARCHITECT:
KDC ARCHITECTS ENGINEERS, P.C.
7502 CANNA COVE
AUSTIN, TEXAS 78759
CONTACT: MARIO MARTINEZ, AIA
PHONE: (512) 848-8722
FAX: (720) 848-1466

KDC
ARCHITECTS.ENGINEERS, P.C.
5600 S. QUEBEC ST., SUITE 100D
GREENWOOD VILLAGE, CO 80111
PHONE: 303.750.6999
FAX: 303.750.8236

GENERAL NOTES

NOT FOR CONSTRUCTION PURPOSES

ADVERTISING IS PROHIBITED ANYWHERE ON A WTF, WITH THE EXCEPTION OF THE MINIMUM SIGNAGE AS REQUIRED BY THE FEDERAL COMMUNICATIONS COMMISSION (FCC) REGULATIONS OR NECESSARY FOR THE OPERATIONS OF A WTF.

AN IDENTIFICATION SIGN FOR EACH SERVICE PROVIDER RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF A WTF AT THE SITE, NOT LARGER THAN TWO SQUARE FEET, SHALL BE POSTED AT A LOCATION FROM WHICH IT CAN BE EASILY READ FROM OUTSIDE THE PERIMETER OF THE WTF, AND SHALL PROVIDE THE NAME, ADDRESS, AND EMERGENCY NUMBER OF THE RESPONSIBLE SERVICE PROVIDER.

APPROVALS/ISSUE DATES

ORIGINAL SUBMITTAL DATE:

ACCEPTED FOR APPROVAL:

CITY OF LUBBOCK, TX

Sprint

SWC AWC

AUSTIN, TEXAS
PHONE: 281-435-2550
FAX: 512-267-4066

TEXAS TECH TEMP. COW

DA99XT032
2553 SANTA FE DR
LUBBOCK, TX 79415
LUBBOCK COUNTY

ISSUE DATE: 07/01/2015

ISSUED FOR: ZONING

REVISIONS

REV	DATE	DESCRIPTION	INITIALS
A	08/15/14	ISSUE FOR 90% ZD	ST

NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

LICENSURE:

SHEET TITLE:
ZONING DRAWING

SHEET NUMBER: A-1

REVISION: A

243005

657

EXHIBIT "A"

TRACT I. The East Forty-Three and Two Tenths Feet (E 43 2') of Lot Three (3), and all of Lots Four (4), Five (5) and the West Twenty-Six and Eight-Tenths Feet (W 26.8') of Lot Six (6), all in Block Twenty-Five (25), F.R. Friend's Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 137, Page 225, of the Deed Records of Lubbock County, Texas

TRACT II. Lot Two-A (2-A), F.R. Friend Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 1570, Page 711, of the Deed Records of Lubbock County, Texas

TRACT III

FIELD NOTES of a 0 234 Acre Tract situated in Section 20, Block A, Lubbock County, Texas being out of 91 515 acres of former West Texas and Lubbock Railroad right-of-way described in a deed to the State of Texas recorded in Volume 6729, Page 1, Lubbock County Real Property Records being further described by metes and bounds as follows:

BEGINNING at a found square tube for the Southwest corner of this tract and the Northwest corner of Lot 2A, Block 25, F R. Friend's Addition recorded in Volume 1570, Page 711, Deed Records of Lubbock County, Texas from which a found 1/2" iron rod which is a corner of the said state of Texas tract described as being in the West line of University Avenue at the Northeast corner of F.R Friends Addition in the fifty seventh (57) call in the deed of the said state of Texas tract on Page 14 of Volume 6729, Lubbock County Real Property Records bears N 55°40'12" E (Texas North Central Zone Bearing Basis), 318 31 feet;

THENCE N 34°14'36" W, along the Northeast line of a 1 5642 acre tract surveyed by Richard Hutton, March 11, 2011, out of the said State of Texas parcel, surveyed by Richard Hutton, March 11, 2011, a distance of 99 93 feet to a found rod with aluminum cap (TXDOT) in the Southeast line of Santa Fe Drive as shown on the plat of F R. Friend's Addition as recorded in Volume 210, Page 80 Lubbock County Deed Records and on the plat of Parks Addition as recorded in 448, Page 233, Lubbock County Deed Records for the Northwest corner of this tract,

THENCE N 55°42'00" E, with the Southeast line of Santa Fe Drive, 101 88 feet to a set 1/2" rod with orange cap marked RPLS 4460 for the Northeast corner of this tract;

THENCE S 34°14'07" E, 99.88 feet to a found square tube for a Northerly corner of Lot 2A, Block 25, F R Friend's Addition and the the Southeast corner of this tract,

THENCE S 55°40'12" W , with the Northwest line of Lot 2A, Block 25, F.R Friend's Addition, and the Southeast line of the said State of Texas 91.515 acre tract, 101 87 feet Place of Beginning and containing 0.234 Acres including any Right of Way

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Kelly Pinion, County Clerk
Lubbock County TEXAS
October 30, 2013 02:36.50 PM
FEE: $24.00 2013043496

administrators, successors or assigns forever Grantor binds Grantor and Grantor's heirs and successors to warrant and defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except to as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

HOILE LEE SHAKESPEARE

SUSAN MICHAEL SHAKESPEARE

THE STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 23 day of October, 2013 by HOILE LEE SHAKESPEARE and SUSAN MICHAEL SHAKESPEARE.

DAVID FRISBIE
Notary Public, State of Texas
My Commission Expires
July 08, 2016

NOTARY PUBLIC, STATE OF TEXAS

DEED 2013043496

3 PGS

Please Return to Title One, 4417 71st St., Ste 34, Lubbock, TX 79424 GF#131404

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

SPECIAL WARRANTY DEED

THE STATE OF TEXAS

COUNTY OF LUBBOCK

Date: October 23, 2013

Grantor: HOILE LEE SHAKESPEARE and SUSAN MICHAEL SHAKESPEARE, husband and wife

Grantee: BETHEL PROPERTY MANAGEMENT, LLC

Grantee's Mailing Address: P.O. Box 739, Lubbock, TX 79408

Consideration:

Ten and No/100 Dollars ($10.00), and other good and valuable consideration, to Grantor paid, and secured to be paid, by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed.

Property (including any improvements):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES

Reservations from and Exceptions to Conveyance and Warranty:

All valid easements, restrictions, covenants, mineral reservations and maintenance fund liens, if any, applicable to the above described property as shown by the records of the County Clerk of the county in which said real property is located.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and hold it to Grantee, Grantee's heirs, executors,

Sprint
11044 RESEARCH BLVD STE C-300
Austin, TX 78759
Office: (512) 551-0227 Cell: (512)633-8353

Holly Rieckhoff
Site Development Real Estate
NTWK PROJ/PROG MGR III

Letter of Authorization

RE: Sprint Spectrum L.P. (Sprint) Site Development activities

Subject: Letter of Authorization for **SWCWC, Inc.**
DA99XT032
2015 College Football Season - Texas Tech

To whom it may concern,

By way of this letter, please recognize that Sprint has engaged **SWCWC, Inc.** to represent our company to evaluate site conditions, negotiate modifications to our current real estate agreements, obtain necessary permits, perform deployment of Cell on Wheels (COW), and perform maintenance and service work at our facilities. Sprint values its good reputation with its landlords and local government agencies and has instructed **SWCWC, Inc.** to protect its good standing in all matters. To that extent, please accept this as Sprint authorization for you to discuss the terms of our site agreement and possible improvements or changes that may be proposed at the facility with **SWCWC, Inc.** group.

Regards,

Holly Rieckhoff
Holly Rieckhoff

Mr. Andrew Paxton, Director
Planning and Development
City of Lubbock Texas

Date

RE: Landowner Authorization letter, 2553 Santa Fe Dr., Lubbock Texas 79415

Mr. Paxton;

As record owners of the tract described in the above legal description, we hereby authorize SWCWC, along with their consultants, Vincent Gerard & Associates, to file all appropriate zoning , plans and permits on the specified tract listed above for Sprint Communications. This application is for a temporary use of a "cell on Wheels" (COW) for the length of the Texas Tech football season.

Signature

Owners Printed Names

6/23/15

150 mph COWs (8-16-04)

Mast height	Guy info	Wind speed (fastest mile) 90 mph	Wind speed (fastest mile) 100 mph	Wind speed (fastest mile) 110 mph	Wind speed (fastest mile) 120 mph	Wind speed (fastest mile) 150 mph
164 ft		G4 (158 ft) - 9/16" EHS (TR) G3 (118 ft) - 3/8" EHS G2 (78 ft) - 3/8" EHS G1 (38 ft) - 3/8" EHS	G4 (158 ft) - 9/16" EHS (TR) G3 (118 ft) - 3/8" EHS G2 (78 ft) - 3/8" EHS G1 (38 ft) - 3/8" EHS	G4 (158 ft) - 9/16" EHS (TR) G3 (118 ft) - 3/8" EHS G2 (78 ft) - 3/8" EHS G1 (38 ft) - 3/8" EHS	G4 (158 ft) - 9/16" EHS (TR) G3 (118 ft) - 3/8" EHS G2 (78 ft) - 3/8" EHS G1 (38 ft) - 3/8" EHS	G4 (158 ft) - 3/4" EHS (TR) G3 (118 ft) - 7/16" EHS G2 (78 ft) - 3/8" EHS G1 (38 ft) - 3/8" EHS
	Multiple anchors	Rad 126': 16.2 K @ 50.6° Rad 94': 3.7 K @ 51.2° Rad 62': 3.5 K @ 52.0° Rad 30': 2.8 K @ 53.6°	Rad 126': 18.6 K @ 50.6° Rad 94': 4.3 K @ 51.1° Rad 62': 4.0 K @ 51.9° Rad 30': 3.1 K @ 53.6°	Rad 126': 21.8 K @ 50.5° Rad 94': 5.0 K @ 51.1° Rad 62': 4.6 K @ 51.9° Rad 30': 3.5 K @ 53.6°	Rad 126': 25.1 K @ 50.5° Rad 94': 5.7 K @ 51.1° Rad 62': 5.3 K @ 51.9° Rad 30': 3.9 K @ 53.6°	Rad 126': 42.6 K @ 50.3° Rad 94': 9.5 K @ 51.0° Rad 62': 7.5 K @ 51.8° Rad 30': 5.7 K @ 53.5°
	Single anchor	Rad 126': 24.6 K @ 44.1°	Rad 126': 28.4 K @ 44.3°	Rad 126': 32.7 K @ 44..4°	Rad 126': 37.4 K @ 44.5°	Rad 126': 60.9 K @ 45.2°
144 ft		G3 (138 ft) - 9/16" EHS (TR) G2 (98 ft) - 3/8" EHS G1 (58 ft) - 3/8" EHS	G3 (138 ft) - 9/16" EHS (TR) G2 (98 ft) - 3/8" EHS G1 (58 ft) - 3/8" EHS	G3 (138 ft) - 9/16" EHS (TR) G2 (98 ft) - 3/8" EHS G1 (58 ft) - 3/8" EHS	G3 (138 ft) - 9/16" EHS (TR) G2 (98 ft) - 3/8" EHS G1 (58 ft) - 3/8" EHS	G3 (138 ft) - 5/8" EHS (TR) G2 (98 ft) - 3/8" EHS G1 (58 ft) - 3/8" EHS
	Multiple anchors	Rad 110': 15.4 K @ 50.7° Rad 78': 3.5 K @ 51.5° Rad 46': 3.3 K @ 52.6°	Rad 110': 17.8 K @ 50.7° Rad 78': 4.0 K @ 51.4° Rad 46': 3.7 K @ 52.5°	Rad 110': 20.6 K @ 50.7° Rad 78': 4.6 K @ 51.4° Rad 46': 4.3 K @ 52.5°	Rad 110': 23.8 K @ 50.7° Rad 78': 5.3 K @ 51.4° Rad 46': 4.9 K @ 52.5°	Rad 110': 36.5 K @ 50.6° Rad 78': 7.4 K @ 51.3° Rad 46': 7.2 K @ 52.5°
	Single anchor	Rad 110': 21.2 K @ 46.3°	Rad 110': 24.4 K @ 46.4°	Rad 110': 28.1 K @ 46.4°	Rad 110': 32.2 K @ 46.5°	Rad 110': 48.6 K @ 46.7°
124 ft		G3 (118 ft) - 9/16" EHS (TR) G2 (78 ft) - 3/8" EHS G1 (38 ft) - 3/8" EHS	G3 (118 ft) - 9/16" EHS (TR) G2 (78 ft) - 3/8" EHS G1 (38 ft) - 3/8" EHS	G3 (118 ft) - 9/16" EHS (TR) G2 (78 ft) - 3/8" EHS G1 (38 ft) - 3/8" EHS	G3 (118 ft) - 9/16" EHS (TR) G2 (78 ft) - 3/8" EHS G1 (38 ft) - 3/8" EHS	G3 (118 ft) - 9/16" EHS (TR) G2 (78 ft) - 3/8" EHS G1 (38 ft) - 3/8" EHS
	Multiple anchors	Rad 94': 14.7 K @ 50.9° Rad 62': 3.2 K @ 51.9° Rad 30': 2.7 K @ 53.6°	Rad 94': 16.8 K @ 50.9° Rad 62': 3.6 K @ 51.8° Rad 30': 3.0 K @ 53.6°	Rad 94': 19.4 K @ 50.9° Rad 62': 4.1 K @ 51.8° Rad 30': 3.4 K @ 53.5°	Rad 94': 22.2 K @ 50.9° Rad 62': 4.6 K @ 51.8° Rad 30': 3.7 K @ 53.5°	Rad 94': 32.8 K @ 50.8° Rad 62': 6.6 K @ 51.7 ° Rad 30': 5.2 K @ 53.5°
	Single anchor	Rad 94': 19.7 K @ 46.0°	Rad 94': 22.4 K @ 46.1°	Rad 94': 25.6 K @ 46.2°	Rad 94': 29.2 K @ 46.3°	Rad 94': 42.0 K @ 46.6°
104 ft		G3 (98 ft) - 9/16" EHS (TR) G2 (58 ft) - 3/8" EHS G1 (22 ft) - 3/8" EHS	G3 (98 ft) - 9/16" EHS (TR) G2 (58 ft) - 3/8" EHS G1 (22 ft) - 3/8" EHS	G3 (98 ft) - 9/16" EHS (TR) G2 (58 ft) - 3/8" EHS G1 (22 ft) - 3/8" EHS	G3 (98 ft) - 9/16" EHS (TR) G2 (58 ft) - 3/8" EHS G1 (22 ft) - 3/8" EHS	G3 (98 ft) - 9/16" EHS (TR) G2 (58 ft) - 3/8" EHS G1 (22 ft) - 3/8" EHS
	Multiple anchors	Rad 78': 13.9 K @ 51.1° Rad 46': 2.8 K @ 52.5° Rad 18': 2.2 K @ 54.4°	Rad 78': 15.8 K @ 51.1° Rad 46': 3.1 K @ 52.4° Rad 18': 2.4 K @ 54.4°	Rad 78': 18.0 K @ 51.1° Rad 46': 3.5 K @ 52.4° Rad 16': 2.6 K @ 54.3°	Rad 78': 20.6 K @ 51.1° Rad 46': 3.9 K @ 52.4° Rad 18': 2.8 K @ 54.3°	Rad 78': 30.3 K @ 51.0° Rad 46': 5.4 K @ 52.3° Rad 18': 3.7 K @ 54.3°
	Single anchor	Rad 78': 18.0 K @ 45.6°	Rad 78': 20.4 K @ 45.8°	Rad 78': 22.9 K @ 46.0°	Rad 78': 26.0 K @ 46.2°	Rad 78': 37.1 K @ 46.8°
84 ft		G2 (78 ft) - 9/16" EHS (TR) G1 (38 ft) - 3/8" EHS	G2 (78 ft) - 9/16" EHS (TR) G1 (38 ft) - 3/8" EHS	G2 (78 ft) - 9/16" EHS (TR) G1 (38 ft) - 3/8" EHS	G2 (78 ft) - 9/16" EHS (TR) G1 (38 ft) - 3/8" EHS	G2 (78 ft) - 9/16" EHS (TR) G1 (38 ft) - 3/8" EHS
	Multiple anchors	Rad 62': 13.1 K @ 51.4° Rad 30': 2.5 K @ 53.6°	Rad 62': 14.8 K @ 51.4° Rad 30': 2.7 K @ 53.5°	Rad 62': 16.8 K @ 51.4° Rad 30': 3.0 K @ 53.5°	Rad 62': 19.0 K @ 51.3° Rad 30': 3.3 K @ 53.5°	Rad 62': 27.5 K @ 51.3° Rad 30': 4.5 K @ 53.4°
	Single anchor	Rad 62': 15.3 K @ 46.5°	Rad 62': 17.1 K @ 46.6°	Rad 62': 19.3 K @ 46.6°	Rad 62': 21.8 K @ 46.7°	Rad 62': 31.0 K @ 46.9°
64 ft		G2 (58 ft) - 9/16" EHS (TR) G1 (22 ft) - 3/8" EHS	G2 (58 ft) - 9/16" EHS (TR) G1 (22 ft) - 3/8" EHS	G2 (58 ft) - 9/16" EHS (TR) G1 (22 ft) - 3/8" EHS	G2 (58 ft) - 9/16" EHS (TR) G1 (22 ft) - 3/8" EHS	G2 (58 ft) - 9/16" EHS (TR) G1 (22 ft) - 3/8" EHS
	Multiple anchors	Rad 46': 12.3 K @ 51.8° Rad 18': 2.1 K @ 54.4°	Rad 46': 13.7 K @ 51.8° Rad 18': 2.2 K @ 54.4°	Rad 46': 15.3 K @ 51.7° Rad 16': 2.4 K @ 54.3°	Rad 46': 17.1 K @ 51.7° Rad 18': 2..6 K @ 54.3°	Rad 46': 24.1 K @ 51.7° Rad 18': 3.5 K @ 54.2°
	Single anchor	Rad 46': 14.1 K @ 48.4°	Rad 46': 15.6 K @ 48.5°	Rad 46': 17.3 K @ 48.6°	Rad 46': 19.3 K @ 48.7°	Rad 46': 28.7 K @ 49.0°
44 ft		Not required	Not required	G1 (38 ft) - 9/16" EHS (TR) Rad 30': 13.5 K @ 52.3°	G1 (38 ft) - 9/16" EHS (TR) Rad 30': 14.9 K @ 52.3°	G1 (38 ft) - 9/16" EHS (TR) Rad 30': 20.3 K @ 52.2°

TR = Torsion Resistor

VINCENT GERARD AND ASSOCIATES, INC.

Mr. Andrew Paxton
Planning Director, City of Lubbock

RE: 2553 Santa Fe Drive, Lubbock Texas, Sprint Specific Use Permit for Temporary Wireless Facility – Texas Tech Football

Mr. Paxton; We respectfully request a review and approval of a Specific Use Permit for Sprint Communications. This site location will be used as a temporary Wireless facility located at the address listed above. This "COW" (Cell on Wheels) is for Jones AT&T Stadium and overflow capacity crowd for Sprint customers during game day for Texas Tech football. At this time, full approval of the temporary use will not be granted in time for the Red Raider opening game. We have requested the use of the COW on game day only and will lower the mast after game day until we receive full approval of the structure from the City of Lubbock. The following information is being provided with the application and fee for this Specific Use Permit.

- Application & Fee,
- Location Maps,
- City of Lubbock Web site Map of parcel,
- Warranty Deed with Legal Description,
- Zoning Site plan with Specific details of COW elevation & location,
- Structural details for COW wind loads based on height, &
- Owner Authorization documents.

The proposed use of this will extend from September 5 -December 31 2015. The height will be approximately 64' with 3 sectional antennas on the top of the mast. It will meet or exceed the standard wind loads of the City of Lubbock and will have security fencing in place before the site is operational. The site area is 100' x 100', located on Retail - C1 zoning and will benefit callers on the weekend football games. SWCWC is the general contractor and is the applicant on this site. The user will be Sprint/Erickson Communications. VGA will be the agent representing SWCWC on the application so please forward all communications to us as the agent. If you have any questions please do not hesitate to call, thanks.

Vincent G. Huebinger
Vincent Gerard & Associates Inc.

LAND PLANNING, DEVELOPMENT & ZONING CONSULTANTS
1715 CAPITAL OF TEXAS HWY SOUTH SUITE 207, AUSTIN, TX 78746 (512) 328-2693
VINCENTGERARD.COM

Regular City Council Meeting **7. 11.**

Meeting Date: 08/27/2015

Information

Agenda Item

Resolution - Planning: Consider a resolution approving and granting a variance from the applicable 300-feet minimum distance provisions of City of Lubbock Ordinance 2009-O0060 at the location of 2407 9th Street, Suite 300, for an alcoholic beverage permit.

Item Summary

Effective August 8, 2009, Ordinance 2009-O0060 amended Section14.01.007 (Section 18-11), Alcoholic beverages - Sale near church, school or hospital, in Chapter 14, Offenses - Miscellaneous, of the City of Lubbock Code of Ordinances, related to businesses who obtain a permit from the Texas Alcohol Beverage Commission (TABC) for the sale of alcohol. As part of the ordinance, the City Council adopted a standard which prohibits any business, that is within 300 feet of any public or private school (K-12), measured from the property lines of each tract, from having a permit issued by TABC. The City Council may consider a variance to the 300-feet rule as set forth in the Texas Alcoholic Beverage Code.

The request for a variance is from Endzone Liquor, Beer and Wine, located at 2407 9th St., Suite 300, which is approximately less than 300 feet from Texas Tech University. A request for a new permit for alcohol sales at this location is now pending, and the Planning staff required the separation variance request. The City Council has wide discretion in considering whether to grant a variance. The following may be considered by the City Council (as noted by the State of Texas statute providing for the variance process): The enforcement of the regulation in a particular instance is not in the best interest of the public, the regulation constitutes waste or inefficient use of land or other resources, the regulation creates an undue hardship on the applicant, and does not serve its intended purpose or is not effective or necessary. The variance may be granted for any other reason, after consideration of the health, safety and welfare of the public and the equity of the situation, if the governing body finds it to be in the best interest of the community.

President M. Duane Nellis and Chancellor Robert Duncan have been notified by letter of the request.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - Endzone
Endzone Request Letter
Zoning Certificate - Endzone
Endzone Liquor, Beer and Wine Map

RESOLUTION

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

THAT the City Council, as the governing board of the City of Lubbock, Texas, and pursuant to Section 109.33(e) of the Texas Alcoholic Beverage Code, after consideration of the health, safety, and welfare of the public and the equities of the situation, finds and determines herein that it is in the best interest of the community to approve and grant a variance, and hereby grants a variance, from the applicable provisions of City of Lubbock Ordinance No. 2009-O0060 at the following location: **Endzone Liquor, Beer & Wine located at 2407 9th Street, Suite 300**, Lubbock, Texas. This variance shall remain in effect for so long as: 1) a **beer retail dealers off-premise license [BF];** a 2) **package store permit [P]**; a 3) **local cartage transfer permit [ET]**; a 4) **package store tasting permit [PS]**; and 5) a subsequent like use, if any, are in effect at the above-referenced location.

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning & Zoning

APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

vw/ccdocs/Justin/Resolutions/RES.Variance-EndZone
August 12, 2015

19TH ST. LIQUOR BEER WINE
7753 19TH ST.
LUBBOCK, TX 79407

Dear Andrew Paxton.

My name is Atul Shah, and I am formally requesting that you consider my application for a off-premise beer liquor and wine license. The location for this store is 2407 9th St, suite 300. The details of my request are:

ENDZONE LIQUOR BEER WINE

1. **BF**- Beer retail dealers off-premise license
2. **P**-Pacakage store permit
3. **ET**- Local cartage transfer permit'
4. **PS**- Package store tasting permit

I would greatly appreciate if you would consider my application for this permit.

Thank you, sincerely

Andy Shah, Shah Atul 8/10/15

☐ Night Club/Bar/Lounge ☐ Sports Grill

☐ Sexually Oriented Business ☐ Other (describe)_____

Permits Requested (check all that apply):

☐ Mixed Beverage (MB) ☐ Mixed Beverage Late Hours (LB) ☐ Beverage Cartage (PE)

☐ Food & Beverage Cert. (FB) ☐ Wine and Beer Retailer's (BG) ☐ Private Club Beer & Wine (NB)

☐ Private Club Late Hours (NL) ☐ Beer Retailer's On-Premise (BE) ☐ Retail Dealer's On-Premise Late Hours (BL)

☐ Private Club (N) ☐ Catering (CB) ☐ Mixed Bev. Restaurant w/ Food & Beverage (RI

☐ Other (describe)_____

OFF PREMISE CONSUMPTION:

Primary business at this location (check one):

☐ Grocery/Convenience Store ☐ Drug Store ☑ Package Store

☐ Other (describe)_____

Permits Requested (check all that apply):

☑ Beer Retailer's Off-Premise (BF) ☑ Package Store (P) ☐ Wine and Beer Retailer's Off-Premise (BQ)

☐ Wine Only Package Store (Q) ☐ Local Distributor (LP) ☐ Local Cartage (E)

☑ Local Cartage Transfer Permit (ET) ☑ Package Store Tasting (PS)

☐ Other (describe)_____

Property Owner's Name: Pickering Real Estate Holdings LLC.

Property Owner's Address: PO Box 287, LUBBOCK TX 79408

Business Owner's Name: Atul R Shah

Business Owner's Address: 6707 - 90th St. LUBBOCK TX - 79424

Applicant's Name: Atul R Shah

Applicant's Address: 6707, 90th St Lubbock TX 79424

Applicant's interest in Business/Authority to make application:_____

Gross Sq. Footage of Building ~~22768~~ 2158 sq. ft. Zoning CB-2 spec use Sales Tax No._____

Parking: Parking Ratio 1 : 300 Spaces Required ~~76~~ 8 sp. Spaces Provided 2 Reserved Spaces/136

Distance from: Church +300 ft. School -300 ft. Hospital +300 ft. Day/Child Care +300

For churches or public hospitals measurement is a minimum 300 ft measured from front door to front door, along the property lines of the stre fronts and in a direct line across intersections.

For private/public schools, day care centers and child care facilities measurement is a minimum 300 ft measured in a direct line from the near property line of the school, day/child care facility to the nearest property line of the place of business, and in a direct line across intersections.

No. of Game Machines_____ Dance Floor Size_____ Live Entertainment ☐ Yes ☐ No

Z.B.A. Variance_____ Case No._____

_____ Case No._____

COMMENTS VARIANCE FROM CITY COUNCIL REQ'D: SPUSE ZONE CASE: NEED TO EXISTING SPACES ZC 3067-B & 2014-00117

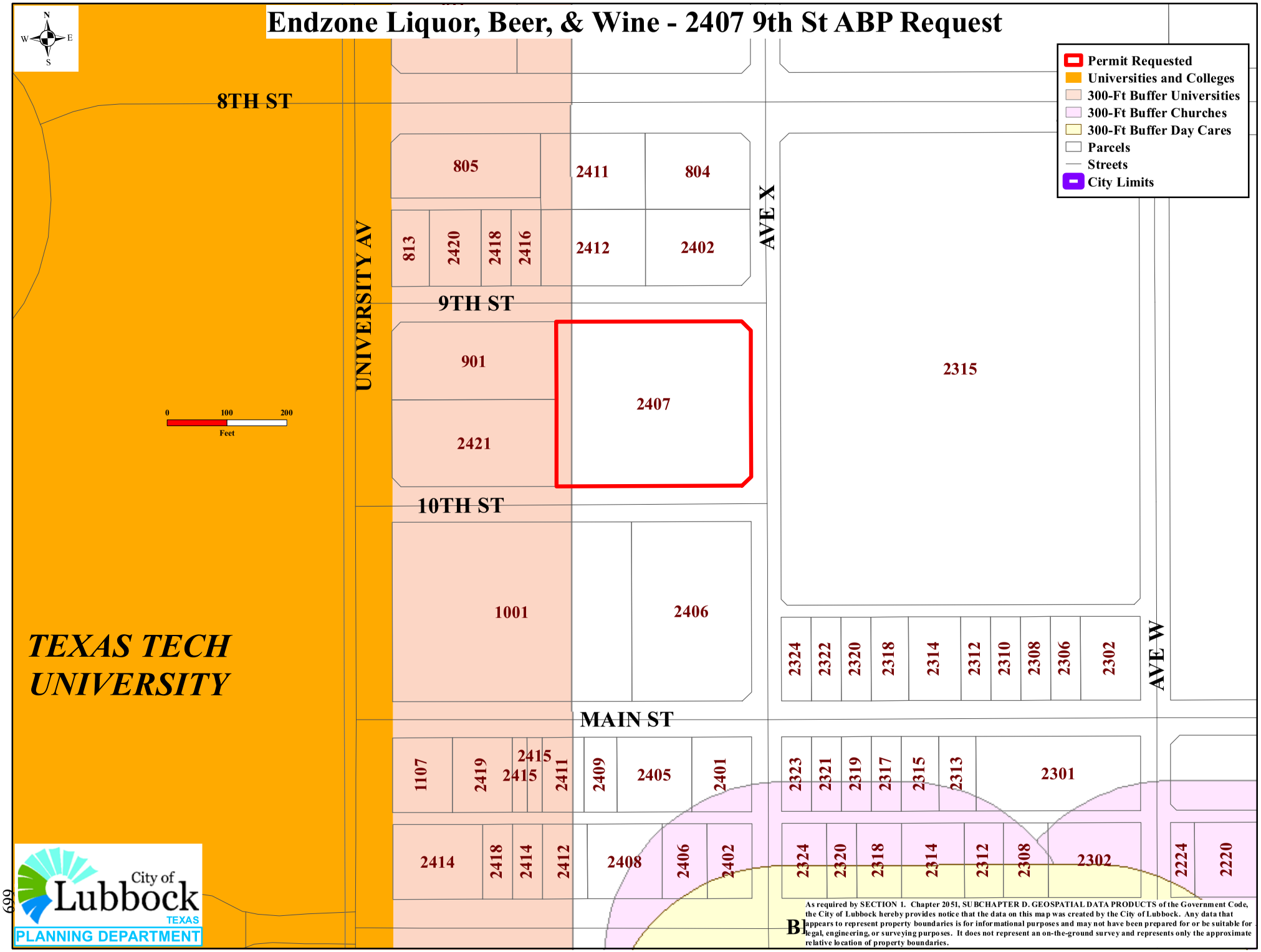
I hereby certify that I have read and fully understand the zoning restrictions and ordinances applicable to this property and that all informati contained herein is true and correct. I further understand that this certificate is issued subject to all applicable regulations of the City of Lubbo and the violation of any of these regulations may result in my being ordered to cease the violation or vacate the premises, as well as the revocat of this certificate. I understand that if licensed as a restaurant, this certificate only permits me to operate a restaurant with the incidental right sell alcoholic beverages, and I certify that is my intent and purpose in acquiring this certificate.

Date 8/11/15 Applicant's Signature Shah Atul.

I hereby certify that inspections have been made by applicable City of Lubbock departments and to the best of my knowledge this requ currently complies with all applicable zoning regulations of the City of Lubbock.

Date_____ Planning Department Signature_____

Endzone Liquor, Beer, & Wine - 2407 9th St ABP Request



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

699

Off-Premise Prequalification Packet

L-OFF (09/2013)

Please complete this Prequalification Packet with information concerning your proposed business location for which you are applying to sell alcoholic beverages. This information will be used to obtain your prequalification to hold a license/permit. You will submit this information to the proper governmental entities for certification that your proposed location is legal for the type of license/permit for which you are applying. Please contact your local TABC office for more information.

LOCATION INFORMATION

1. Type of Off-Premise License/Permit

- ☐ **BQ** Wine and Beer Retailer's Off-Premise Permit
- ☒ **BF** Beer Retail Dealer's Off-Premise License
- ☒ **P** Package Store Permit
- ☐ **Q** Wine Only Package Store Permit
- ☐ **LP** Local Distributor's Permit
- ☐ **E** Local Cartage Permit
- ☒ **ET** Local Cartage Transfer Permit
- ☒ **PS** Package Store Tasting Permit

2. Indicate Primary Business at this Location

- ☐ Grocery/Market
- ☒ Liquor Store
- ☐ Convenience Store with Gas
- ☐ Convenience Store without Gas
- ☐ Miscellaneous _____

3. Trade Name of Location

ENDZONE LIQUOR BEER WINE #3.

4. Location Address

2407 9th St Suite 300.

City	County	State	Zip Code
Lubbock.	LUBBOCK	TX.	-

5. Mailing Address	City	State	Zip Code
2407 9th St Suite 300	LUBBOCK	TX.	-

6. Business Phone No.	Alternate Phone No.	E-mail Address
(806)445-9091.	(806)523-8302	Swati.shah1001@gmail.com.

OWNER INFORMATION

7. Type of Owner

- ☐ Individual
- ☐ Partnership
- ☐ Limited Partnership
- ☐ Limited Liability Partnership
- ☐ Corporation
- ☒ Limited Liability Company
- ☐ Joint Venture
- ☐ Trust
- ☐ City/County/University
- ☐ Other _____

8. Entity/Applicant

9. If Applicant Is/Must Be Listed Below (attach L-OIC if additional space is needed).

Individual/Individual Owner	☒ Limited Liability Company/All Officers or Managers
Partnership/All Partners	Joint Venture/Venturers
Limited Partnership/All General Partners	Trust/Trustee(s)
Corporation/All Officers	City, County, University/Official

Last Name	First Name	MI	Title
SHAH	ATUL	R	OWNER.
SHAH	Swati	A	OWNER

MEASUREMENT INFORMATION

10. Will your business be located within 300 feet of a church or public hospital? ☐ Yes ☒ No

NOTE: *For churches or public hospitals measure from front door to front door, along the property lines of the street fronts and in a direct line across intersections.*

11. Will your business be located within 300 feet of any private/public school? ☐ Yes ☒ No

NOTE: *For private/public schools measure in a direct line from the nearest property line of the school to the nearest property line of the place of business, and in a direct line across intersections.*

NOTE: *If located on or above the fifth story of a multistory building: measure in a direct line from the property line of the private/public school to property line of your place of business in a direct line across intersections vertically up the building at the property line to the base of the floor on which your business is located.*

12. Will your business be located within 1,000 feet of a private school? ☐ Yes ☒ No

13. Will your business be located within 1,000 feet of a public school? ☐ Yes ☒ No

ALL APPLICANTS

14. CHECK HERE IF NOT IN CITY LIMITS ☐

I, the applicant, have confirmed I am not located in the city limits of any city and therefore all city certificates are not required.

WARNING AND SIGNATURE	If Applicant Is/Must Sign	
	Individual/Individual Owner	Corporation/Officer
	Partnership/Partner	Limited Liability Company/ Officer or Manager
	Limited Partnership/General Partner	

WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "...a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the penitentiary for not less than 2 nor more than 10 years."

BY SIGNING YOU ARE SWEARING TO ALL INFORMATION AND ATTACHMENTS TO THIS PACKET.

PRINT NAME Atul R. Shah. SIGN HERE Shah Atul.

TITLE OWNER.

Before me, the undersigned authority, on this 6 day of August, 2015, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN HERE Kristen Vandevender NOTARY PUBLIC

KRISTEN LANE VANDEVENDER
Notary Public, State of Texas
My Commission Expires 01-30-2019

SEAL

CERTIFICATE OF CITY SECRETARY (FOR P, Q, BF & BQ)

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a **"wet"** area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

SIGN HERE _____ City Secretary/Clerk _____ City, TEXAS

SEAL

CERTIFICATE OF COUNTY CLERK (FOR P, Q & BF)

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is in a **"wet"** area for such license/permit, and is not prohibited by any valid order of the Commissioner's Court.

SIGN HERE _____ _____ COUNTY

County Clerk

SEAL

CERTIFICATE OF COUNTY CLERK (FOR BQ)

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought as the place of business is in a **"wet"** area and is not prohibited by any valid order of the Commissioner's Court for a Wine and Beer Retailer's Off-Premise Permit.

Most current election for given location was held for:

- ☐ legal sale of all alcoholic beverages for off-premise consumption
- ☐ legal sale of all alcoholic beverages
- ☐ legal sale of all alcoholic beverages except mixed beverages
- ☐ legal sale of all alcoholic beverages including mixed beverages
- ☐ legal sale of mixed beverages
- ☐ legal sale of mixed beverages in restaurants by food and beverage certificate holders
- ☐ legal sale of wine on the premises of a holder of a winery permit
- ☐ legal sale of beer/wine (17%) on-premise or beer/wine off-premise ***AFTER*** Sept. 1,1999
- ☐ legal sale of beer/wine (14%) on-premise or beer/wine off-premise ***BEFORE*** Sept. 1,1999

SIGN HERE _____ _____ COUNTY

County Clerk

SEAL

COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATE

This is to certify on this _____day of _____, 20 ____, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit.

Sales Tax Permit Number _____ **Outlet Number** _____

Print Name of Comptroller Employee _____

Print Title of Comptroller Employee _____

SIGN HERE _____ FIELD OFFICE _____

SEAL

PUBLISHER'S AFFIDAVIT (FOR BQ, BF, P & Q)

Name of newspaper		ATTACH PRINTED COPY OF THE NOTICE HERE
City, County		
Dates notice published in daily/weekly newspaper (mm/dd/yyyy)	/ /	
Publisher or designee certifies attached notice was published in newspaper stated on dates shown		
Signature of publisher or designee		
Sworn to and subscribed before me on this date	/ /	
Signature of Notary Public		
SEAL		

City of Lubbock TEXAS

08/07/2015

Texas Tech University
Mr Duane Nellis President,
Texas Tech University
Box 42013
Lubbock, TX 79409

Re: City Council hearings on variance for an **off premise** alcohol permit within 300 feet of a daycare.

Dear Sir:
On August 8, 2009 the City of Lubbock completed an ordinance that amends the Zoning Code for particulars related to businesses that obtain a permit from the Texas Alcohol Beverage Commission (TABC) for the sale of alcohol. As a part of the ordinance, the City Council adopted a standard that prohibits any business that is three hundred (300) feet or less from a public school, measured from property lines of each tract, from having a permit issued by the TABC. When the Council adopted the spacing rule, the "governing body" (Council) of the City may consider a variance to the 300 foot rule as outlined in the Section 18-11, "Offenses – Misc." in the City of Lubbock Code of Ordinances. The following is to be discussed **August 27th 2015**:

- **Endzone** is requesting an on premise alcoholic beverage permit in conjunction with the proposed Endzone Liquor Beer and Wine #3. The proposed establishment space is within 300 feet Texas Tech University.

The Lubbock City Council will consider this request as a regular agenda item. This letter is required for notice and invites a response from **Texas Tech University** regarding the proposal. As such, there is no set time for consideration by the Council. The item is not a public hearing. If you care for a representative of **Texas Tech University** to be available for any questions from Council, that person should be here at **5:15 PM** to respond if any questions are asked. Feel free to check with me early that week to see if I can verify a tighter time frame of the placement of the item on the agenda.

Sincerely yours,

Drew Paxton
Director of Planning
806-775-3029

City of Lubbock TEXAS

08/07/2015

Texas Tech University
Robert Duncan Chancellor
Texas Tech University
Box 42013
Lubbock, TX 79409

Re: City Council hearings on variance for an **off premise** alcohol permit within 300 feet of a daycare.

Dear Sir:
On August 8, 2009 the City of Lubbock completed an ordinance that amends the Zoning Code for particulars related to businesses that obtain a permit from the Texas Alcohol Beverage Commission (TABC) for the sale of alcohol. As a part of the ordinance, the City Council adopted a standard that prohibits any business that is three hundred (300) feet or less from a public school, measured from property lines of each tract, from having a permit issued by the TABC. When the Council adopted the spacing rule, the "governing body" (Council) of the City may consider a variance to the 300 foot rule as outlined in the Section 18-11, "Offenses – Misc." in the City of Lubbock Code of Ordinances. The following is to be discussed **August 27th 2015**:

- **Endzone** is requesting an on premise alcoholic beverage permit in conjunction with the proposed Endzone Liquor Beer and Wine #3. The proposed establishment space is within 300 feet Texas Tech University.

The Lubbock City Council will consider this request as a regular agenda item. This letter is required for notice and invites a response from **Texas Tech University** regarding the proposal. As such, there is no set time for consideration by the Council. The item is not a public hearing. If you care for a representative of **Texas Tech University** to be available for any questions from Council, that person should be here at **5:15 PM** to respond if any questions are asked. Feel free to check with me early that week to see if I can verify a tighter time frame of the placement of the item on the agenda.

Sincerely yours,

Drew Paxton
Director of Planning
806-775-3029

Regular City Council Meeting **7. 12.**

Meeting Date: 08/27/2015

Information

Agenda Item

Resolution - Planning: Consider a resolution approving and granting a variance from the applicable 300-feet minimum distance provisions of City of Lubbock Ordinance 2009-O0060 at the location of 7722 Milwaukee Avenue, for an alcoholic beverage permit.

Item Summary

Effective August 8, 2009, Ordinance 2009-O0060 amended Section14.01.007 (Section 18-11), Alcoholic beverages - Sale near church, school or hospital, in Chapter 14, Offenses - Miscellaneous, of the City of Lubbock Code of Ordinances, related to businesses who obtain a permit from the Texas Alcohol Beverage Commission (TABC) for the sale of alcohol. As part of the ordinance, the City Council adopted a standard which prohibits any business, that is within 300 feet of any public or private school (K-12), measured from the property lines of each tract, from having a permit issued by TABC. The City Council may consider a variance to the 300-feet rule as set forth in the Texas Alcoholic Beverage Code.

The request for a variance is from Albarran's Mexican Grill & Bar, located at 7722 Milwaukee Avenue, which is approximately 285 feet from Learning Tree Children's Academy. A request for a new permit for alcohol sales at this location is now pending, and the Planning staff required the separation variance request. The City Council has wide discretion in considering whether to grant a variance. The following may be considered by the City Council (as noted by the State of Texas statute providing for the variance process): The enforcement of the regulation in a particular instance is not in the best interest of the public, the regulation constitutes waste or inefficient use of land or other resources, the regulation creates an undue hardship on the applicant, and does not serve its intended purpose or is not effective or necessary. The variance may be granted for any other reason, after consideration of the health, safety and welfare of the public and the equity of the situation, if the governing body finds it to be in the best interest of the community.

Directors, Brittany Barela and Lauren Aston have been notified by letter of the request.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - Albarrans

Zoning Certificate- Albarran

Backup - Albarran

RESOLUTION

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

THAT the City Council, as the governing board of the City of Lubbock, Texas, and pursuant to Section 109.33(e) of the Texas Alcoholic Beverage Code, after consideration of the health, safety, and welfare of the public and the equities of the situation, finds and determines herein that it is in the best interest of the community to approve and grant a variance, and hereby grants a variance, from the applicable provisions of City of Lubbock Ordinance No. 2009-O0060 at the following location: **Albarran's Mexican Bar & Grill, 7722 Milwaukee Avenue**, Lubbock, Texas. This variance shall remain in effect for so long as: 1) a **Mixed Beverage Late Hours Permit [LB];** 2) a **Food and Beverage Certificate [FB];** 3) a **Mixed Beverage Restaurant Permit with FB [RM];** and 4) a subsequent like use, if any, are in effect at the above-referenced location.

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning & Zoning

APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

vw/ccdocs/Justin/Resolutions/RES.Variance-Albarran's Mexican Bar & Grill
July 29, 2015

Business Name: [illegible]

Business Address: 7722 MILWAUKEE AVE Lubbock TX KIVA Pin No.:

Legal Description of property:

ON PREMISE CONSUMPTION:

Primary business at this location (check one):

- ☒ Restaurant
- ☐ Hotel/Arena/Civic Center
- ☐ Dance Hall (alcoholic beverage sale prohibited)
- ☐ Night Club/Bar/Lounge
- ☐ Sports Grill
- ☐ Sexually Oriented Business
- ☐ Other (describe)

Permits Requested (check all that apply):

- ☐ Mixed Beverage (MB)
- ☒ Mixed Beverage Late Hours (LB)
- ☐ Beverage Cartage (PE)
- ☒ Food & Beverage Cert. (FB)
- ☐ Wine and Beer Retailer's (BG)
- ☐ Private Club Beer & Wine (NB)
- ☐ Private Club Late Hours (NL)
- ☐ Beer Retailer's On-Premise (BE)
- ☐ Retail Dealer's On-Premise Late Hours (BL)
- ☐ Private Club (N)
- ☐ Catering (CB)
- ☒ Mixed Bev. Restaurant w/ Food & Beverage (RM)
- ☐ Other (describe)

OFF PREMISE CONSUMPTION:

Primary business at this location (check one):

- ☐ Grocery/Convenience Store
- ☐ Drug Store
- ☐ Package Store
- ☐ Other (describe)

Permits Requested (check all that apply):

- ☐ Beer Retailer's Off-Premise (BF)
- ☐ Package Store (P)
- ☐ Wine and Beer Retailer's Off-Premise (BQ)
- ☐ Wine Only Package Store (Q)
- ☐ Local Distributor (LP)
- ☐ Local Cartage (E)
- ☐ Local Cartage Transfer Permit (ET)
- ☐ Package Store Tasting (PS)
- ☐ Other (describe)

Property Owner's Name: JORGE ALBARRAN

Property Owner's Address: 5407 WALES A CT AMARILLO TX 79119

Business Owner's Name: Same as above

Business Owner's Address: Same as above

Applicant's Name: Same as above

Applicant's Address: " "

Applicant's interest in Business/Authority to make application:

Gross Sq. Footage of Building sq. ft. Zoning Sales Tax No.

Parking: Parking Ratio Spaces Required Spaces Provided

Distance from: Church >300 ft. School >300 ft. Hospital >300 ft. Day/Child Care ft.

For churches or public hospitals measurement is a minimum 300 ft measured from front door to front door, along the property lines of the street fronts and in a direct line across intersections.

For private/public schools, day care centers and child care facilities measurement is a minimum 300 ft measured in a direct line from the nearest property line of the school, day/child care facility to the nearest property line of the place of business, and in a direct line across intersections.

No. of Game Machines Dance Floor Size Live Entertainment ☐ Yes ☐ No

Z.B.A. Variance Case No.

Case No.

COMMENTS

I hereby certify that I have read and fully understand the zoning restrictions and ordinances applicable to this property and that all information contained herein is true and correct. I further understand that this certificate is issued subject to all applicable regulations of the City of Lubbock and the violation of any of these regulations may result in my being ordered to cease the violation or vacate the premises, as well as the revocation of this certificate. I understand that if licensed as a restaurant, this certificate only permits me to operate a restaurant with the incidental right to sell alcoholic beverages, and I certify that is my intent and purpose in acquiring this certificate.

Jorge Albarran
5407 Walesa Ct
Amarillo, TX 79119
jorgesowner@gmail.com

August 5, 2015

To Whom it May Concern:

Albarran's Mexican Bar & Grill is applying for a variance to separation letter consider a resolution approving and granting a variance from the applicable footage minimum distance provisions of the City of Lubbock Ordinance.

We are requesting a permit for Food and Mixed Beverage License for the location of 7722 Milwaukee Ave. Lubbock TX 79424.

Thank you for your time and consideration.

Sincerely,

Jorge Albarran

Jorge Albarran

TABC On-Premise Prequalification Packet

L-ON (09/2013)

Please complete this Prequalification Packet with information concerning your proposed business location for which you are applying to sell/serve alcoholic beverages. This information will be used to obtain your pre-qualification to hold a license/permit. You will submit this information to the proper governmental entities for certification that your proposed location is legal for the type of license/permit for which you are applying.

Please immediately contact your local TABC office to determine if you must post a 60 Day Sign at your proposed location, and for more information.

LOCATION INFORMATION

1. Type of On-Premise License/Permit

- ☐ BG Wine and Beer Retailer's Permit
- ☐ BE Beer Retail Dealer's On-Premise License
- ☐ BL Retail Dealer's On-Premise Late Hours License
- ☐ BP Brewpub License
- ☐ V Wine & Beer Retailer's Permit for Excursion Boats
- ☐ Y Wine & Beer Retailer's Permit for Railway Dining Car
- ☐ MB Mixed Beverage Permit
- ☒ LB Mixed Beverage Late Hours Permit
- ☐ MI Minibar Permit
- ☐ CB Caterer's Permit
- ☒ FB Food and Beverage Certificate
- ☐ PE Beverage Cartage Permit
- ☒ RM Mixed Beverage Restaurant Permit with FB

2. Indicate Primary Business at this Location

- ☐ Restaurant
- ☐ Bar
- ☐ Sexually Oriented
- ☐ Sporting Arena, Civic Center, Hotel
- ☐ Miscellaneous _____

3. Trade Name of Location: ALBARRAN'S MEXICAN BAR & GRILL

4. Location Address: ~~4417~~ 7122 MILWAURE AVE

City	County	State	Zip Code
LUBBOCK	LUBBOCK	TX	79424

5. Mailing Address	City	State	Zip Code
6051 BELL ST	AMARILLO	TX	79109

6. Business Phone No.	Alternate Phone No.	E-mail Address
(806) 341-4226	( ) -	

OWNER INFORMATION

7. Type of Owner

- ☐ Individual
- ☐ Partnership
- ☐ Limited Partnership
- ☐ Limited Liability Partnership
- ☐ Corporation
- ☐ Limited Liability Company
- ☐ Joint Venture
- ☐ Trust
- ☐ City/County/University
- ☐ Other _____

8. Entity/Applicant: MEXICAN BAR & GRILL #2 LLC

9. If Applicant Is/Must Be Listed Below (attach L-OIC if additional space is needed).

Individual/Individual Owner	Limited Liability Company/All Officers or Managers
Partnership/All Partners	Joint Venture/Venturers
Limited Partnership/All General Partners	Trust/Trustee(s)
Corporation/All Officers	City, County, University/Official

Last Name	First Name	MI	Title
JORGE ALBARRAN	JORGE		OWNER

MEASUREMENT INFORMATION

10. Will your business be located within 300 feet of a church or public hospital? ☐ Yes ☐ No

***NOTE:** For churches or public hospitals measure from front door to front door, along the property lines of the street fronts and in a direct line across intersections.*

11. Will your business be located within 300 feet of any private/public school, day care center or child care facility? ☐ Yes ☐ No

If **"YES,"** are the facilities located on different floors or stories of the building? ☐ Yes ☐ No

***NOTE:** For private/public schools, day care centers and child care facilities measure in a direct line from the nearest property line of the school, day care center or child care facility to the nearest property line of the place of business, and in a direct line across intersections.*

***NOTE:** For multistory building: businesses may be within 300 feet of a day care center or child care facility as long as the facilities are located on different floors of the building.*

***NOTE:** If located on or above the fifth story of a multistory building: measure in a direct line from the property line of the private/public school to property line of your place of business in a direct line across intersections vertically up the building at the property line to the base of the floor on which your business is located.*

12. Will your business be located within 1,000 feet of a private school? ☐ Yes ☐ No

13. Will your business be located within 1,000 feet of a public school? ☐ Yes ☐ No

60-DAY SIGN INFORMATION

14. If you were required to post a 60-day sign as required by Section 11.391 or 61.381 of the Texas Alcoholic Beverage Code at this location; what exact date was the required sign posted at the location?	Exact Date (mm/dd/yyyy) / /

ALL APPLICANTS

15. CHECK HERE IF NOT IN CITY LIMITS ☐

I, the applicant, have confirmed I am not located in the city limits of any city and therefore all city certificates are not required.

WARNING AND SIGNATURE

If Applicant Is/Must Sign	
Individual/Individual Owner	Corporation/Officer
Partnership/Partner	Limited Liability Company/Officer or Manager
Limited Partnership/General Partner	

WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "...a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the penitentiary for not less than 2 nor more than 10 years."

BY SIGNING YOU ARE SWEARING TO ALL INFORMATION AND ATTACHMENTS TO THIS PACKET.

PRINT NAME _____ **SIGN HERE** _____

TITLE _____

Before me, the undersigned authority, on this _____ day of _____, 20___, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN HERE _____
NOTARY PUBLIC

S E A L

CERTIFICATE OF CITY SECRETARY (FOR MB, RM, V & Y)

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a **"wet"** area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

SIGN HERE _____ _____, **TEXAS**
City Secretary/Clerk City

SEAL

CERTIFICATE OF CITY SECRETARY (FOR BG & BE)

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a **"wet"** area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

Election for given location was held for:

- ☐ legal sale of all alcoholic beverages
- ☐ legal sale of all alcoholic beverages except mixed beverages
- ☐ legal sale of all alcoholic beverages including mixed beverages
- ☐ legal sale of beer/wine (17%) on-premise ***AFTER*** Sept. 1, 1999
- ☐ legal sale of beer/wine (14%) on-premise ***BEFORE*** Sept. 1, 1999

OR IF ABOVE DOES NOT APPLY:

Be advised the location must have had two election passages per 25.14 or 69.17 of the TAB Code. One for beer and wine off-premise and one for mixed beverage.

- ☐ legal sale of beer and wine for off-premise consumption only

AND EITHER:

- ☐ legal sale of mixed beverages

OR

- ☐ legal sale of mixed beverages in restaurants by food and beverage certificate holders (applicant must apply for FB with BG and BE)

SIGN HERE _____ _____, **TEXAS**
City Secretary/Clerk City

SEAL

CERTIFICATE OF CITY SECRETARY FOR LATE HOURS LICENSE/PERMIT (LB & BL)

I hereby certify on this _____ day of _____, 20____, that one of the below is correct:

- ☐ The governing body of this city has by ordinance authorized the sale of ***mixed beverages*** between midnight and 2:00 A.M.; or
- ☐ The governing body of this city has by ordinance authorized the sale of ***beer*** between midnight and _____ A.M.; or
- ☐ The population of the city or county where premises are located was 500,000 or more according to the 22nd Decennial Census of the United States as released by the Bureau of the Census on March 12, 2001; or
- ☐ The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2010).

FOR A RETAIL DEALER'S ON PREMISE LATE HOURS LICENSE FOR A BG OR BE CERTIFIED UNDER 25.14 OR 69.17 AND IF POPULATION ABOVE DOES NOT APPLY:

- ☐ the governing body of this city has by ordinance authorized late hours for the type of permit/license sought.

SIGN HERE _____, **TEXAS**
City Secretary/Clerk City

SEAL

CERTIFICATE OF COUNTY CLERK (FOR MB, RM, V & Y)

I hereby certify on this 15 day of July, 2015, that the location for which the license/permit is sought is in a "wet" area for such license/permit, and is not prohibited by any valid order of the Commissioner's Court.

SIGN HERE Kelly Pinion by Sally Williams — Lubbock COUNTY

County Clerk

SEAL

Sally Williams-deputy clerk (7722 Milwaukee Ave.)

CERTIFICATE OF COUNTY CLERK (FOR BG & BE)

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is in a "wet" area and is not prohibited by any valid order of the Commissioner's Court for a Wine & Beer Retailer's Permit.

Election for given location was held for:

- ☐ legal sale of all alcoholic beverages
- ☐ legal sale of all alcoholic beverages except mixed beverages
- ☐ legal sale of all alcoholic beverages including mixed beverages
- ☐ legal sale of beer/wine (17%) on-premise ***AFTER*** Sept. 1, 1999
- ☐ legal sale of beer/wine (14%) on-premise ***BEFORE*** Sept. 1, 1999

OR IF ABOVE DOES NOT APPLY:

Be advised the location must have had two election passages per 25.14 or 69.17 of the TAB Code. One for beer and wine off-premise and one for mixed beverage.

- ☐ legal sale of beer and wine for off-premise consumption only

AND EITHER:

- ☐ legal sale of mixed beverages

OR

- ☐ legal sale of mixed beverages in restaurants by food and beverage certificate holders (applicant must apply for FB with BG and BE)

SIGN HERE _____ _____ COUNTY

County Clerk

SEAL

CERTIFICATE OF COUNTY CLERK FOR LATE HOURS LICENSE/PERMIT (LB & BL)

I hereby certify on this _____ day of _____, 20____, that one of the below are correct:

- ☐ The Commissioner's Court of the county has by order authorized the sale of ***mixed beverages*** between midnight and 2:00 A.M.; or
- ☐ The Commissioner's Court of the county has by order authorized the sale of ***beer*** between midnight and _____ A.M.; or
- ☐ The population of the city where premises are located was 500,000 or more according to the 22nd Decennial Census of the United States as released by the Bureau of the Census on March 12, 2001; or
- ☐ The population of the city where premises are located was 800,000 or more according to the last Federal Census (2010).

FOR A RETAIL DEALER'S ON PREMISE LATE HOURS LICENSE FOR A BG OR BE CERTIFIED UNDER 25.14 OR 69.17 AND IF POPULATION ABOVE DOES NOT APPLY:

- ☐ the governing body of this county has by order authorized late hours for the type of permit/license sought.

SIGN HERE _____ _____ COUNTY

County Clerk

SEAL

COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATE

This is to certify on this 15th day of July, 2015, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit.

Sales Tax Permit Number 32053275539 Outlet Number 00001

Print Name of Comptroller Employee Verlonda Curry

Print Title of Comptroller Employee Enforcement Officer

SIGN HERE Verlonda Curry FIELD OFFICE Lubbock 2403

SEAL

PUBLISHER'S AFFIDAVIT (FOR MB, LB, RM, BP, BC, BE, BL, V & Y)

Name of newspaper		ATTACH PRINTED COPY OF THE NOTICE HERE
City, County		
Dates notice published in daily/weekly newspaper (mm/dd/yyyy)	/ /	
Publisher or designee certifies attached notice was published in newspaper stated on dates shown		
Signature of publisher or designee		
Sworn to and subscribed before me on this date	/ /	
Signature of Notary Public		
SEAL		

Ownership Information Continued for Prequalification Packet

L-OIC (6/2012)

Please complete this Ownership Information Continued for Prequalification Packet to be included with your prequalification packet if you have more than three individuals to be disclosed as required under Owner Information. Ensure you list all individuals as necessary for your type of entity. Use the chart below. Please contact your local TABC office for more information.

LOCATION INFORMATION

1. Trade Name of Location			
2. Location Address			
City	County	State	Zip Code
			-

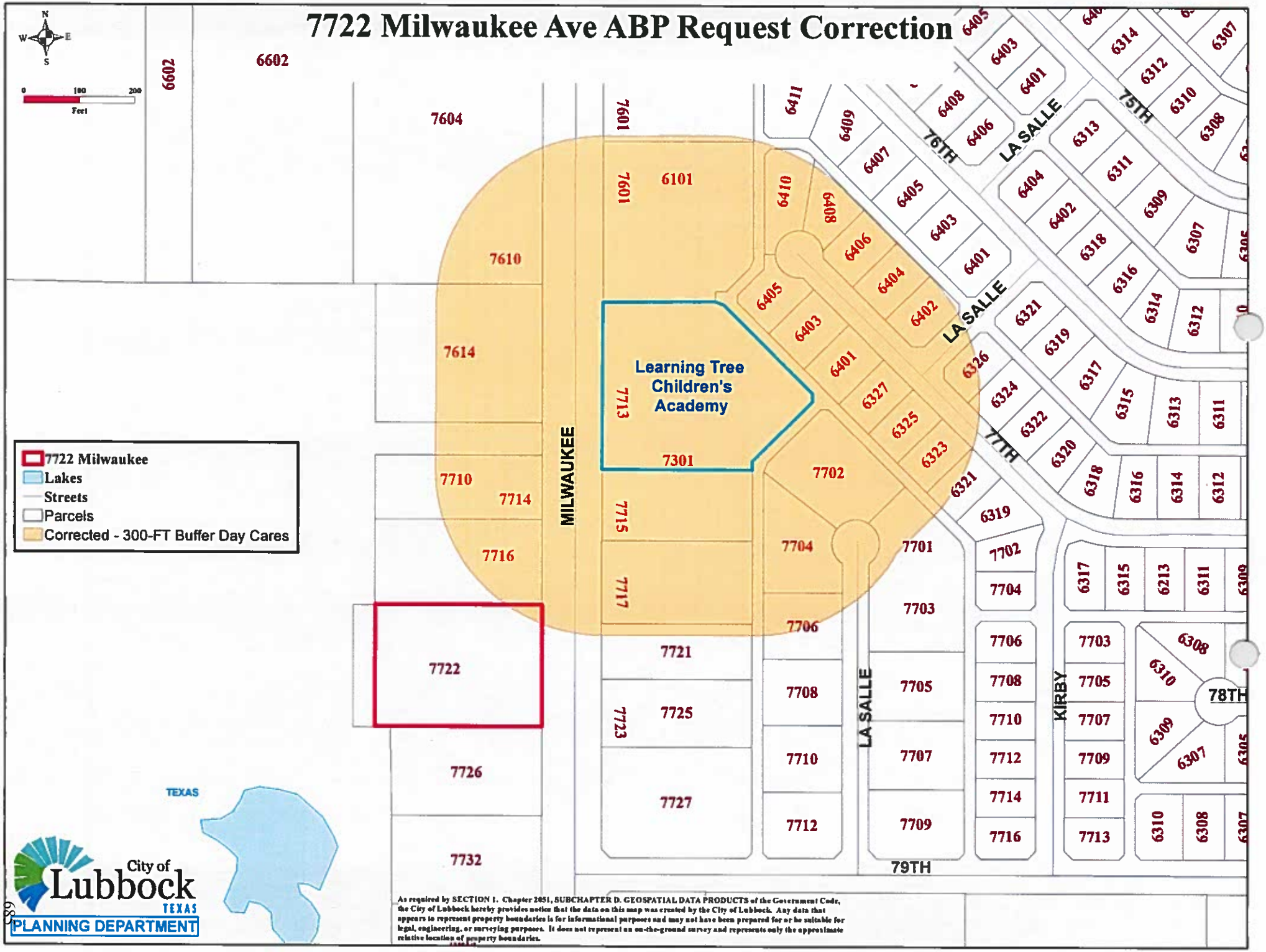
OWNER INFORMATION

3. If Applicant Is/Must Be Listed Below

Individual/Individual Owner	Limited Liability Company/All Officers or Managers
Partnership/All Partners	Joint Venture/Venturers
Limited Partnership/All General Partners	Trust/Trustee(s)
Corporation/All Officers	City, County, University/Official

Last Name	First Name	MI	Title
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title

7722 Milwaukee Ave ABP Request Correction



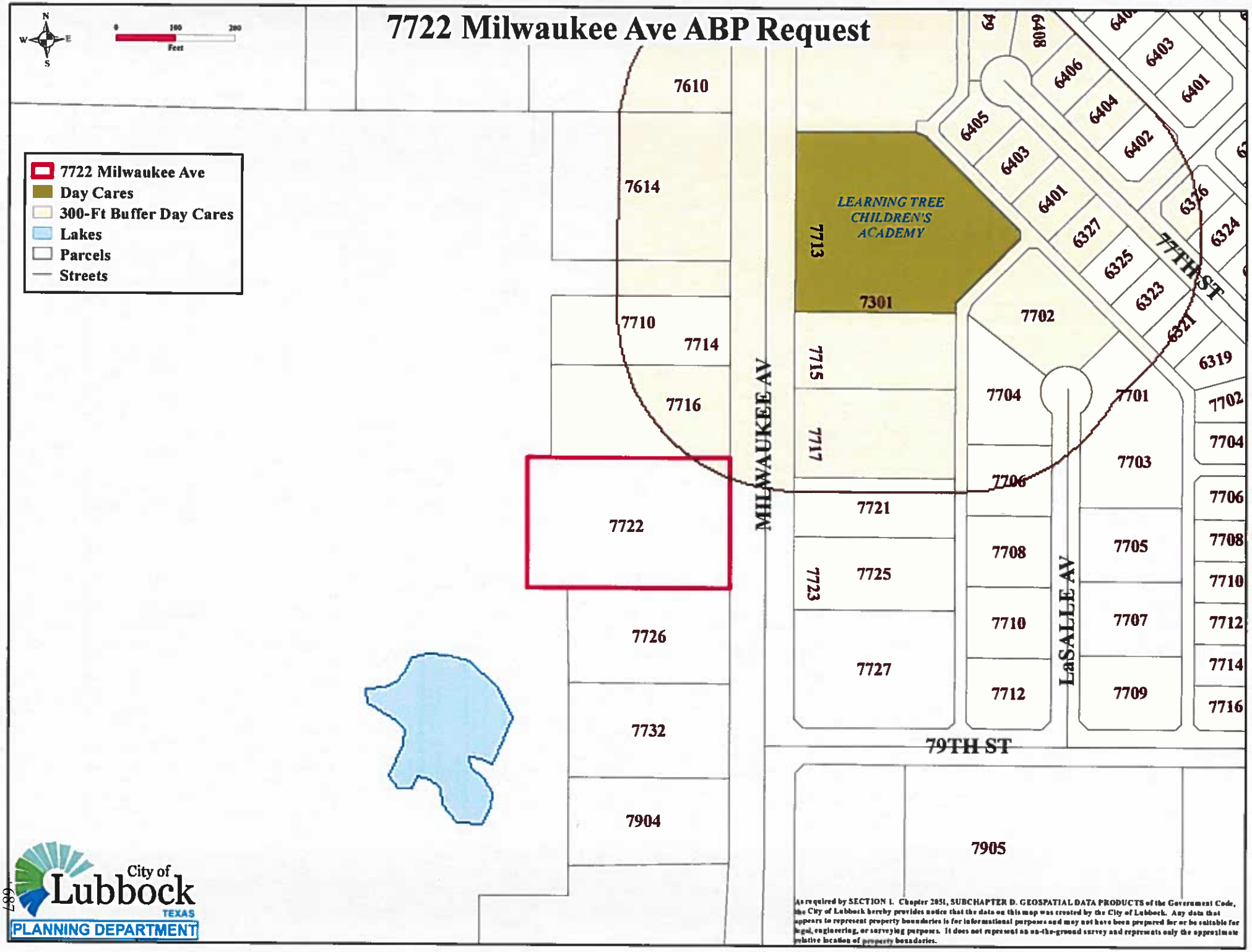
As required by SECTION 1. Chapter 2051, SUBCHAPTER D. GEOSPATIAL DATA PRODUCTS of the Government Code, the City of Lubbock hereby provides notice that the data on this map was created by the City of Lubbock. Any data that appears to represent property boundaries is for informational purposes and may 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.

Learning Tree Children's Academy will not contest nor protest Albarran's Bar and Grill's application for a liquor license.

August 5th 2015

Stace Jones
Christian Preschool Centers, Inc.
(806) 789-3301

7722 Milwaukee Ave ABP Request



City of Lubbock TEXAS
PLANNING DEPARTMENT

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

Regular City Council Meeting **7. 13.**

Meeting Date: 08/27/2015

Information

Agenda Item

Resolution - Planning: Consider a resolution approving and granting a variance from the applicable 300-feet minimum distance provisions of City of Lubbock Ordinance 2009-O0060 at the location of 7638 82nd Street, for an alcoholic beverage permit.

Item Summary

Effective August 8, 2009, Ordinance 2009-O0060 amended Section14.01.007 (Section 18-11), Alcoholic beverages - Sale near church, school or hospital, in Chapter 14, Offenses - Miscellaneous, of the City of Lubbock Code of Ordinances, related to businesses who obtain a permit from the Texas Alcohol Beverage Commission (TABC) for the sale of alcohol. As part of the ordinance, the City Council adopted a standard which prohibits any business, that is within 300 feet of any public or private school (K-12), measured from the property lines of each tract, from having a permit issued by TABC. The City Council may consider a variance to the 300-feet rule as set forth in the Texas Alcoholic Beverage Code.

The request for a variance is from Buffalo Wild Wings, located at 7638 82nd Street, which is approximately 108 feet from TEGA Kids Superplex. A request for a new permit for alcohol sales at this location is now pending, and the Planning staff required the separation variance request. The City Council has wide discretion in considering whether to grant a variance. The following may be considered by the City Council (as noted by the State of Texas statute providing for the variance process): The enforcement of the regulation in a particular instance is not in the best interest of the public, the regulation constitutes waste or inefficient use of land or other resources, the regulation creates an undue hardship on the applicant, and does not serve its intended purpose or is not effective or necessary. The variance may be granted for any other reason, after consideration of the health, safety and welfare of the public and the equity of the situation, if the governing body finds it to be in the best interest of the community.

Directors, Jeff and Michelle Dow have been notified by letter of the request.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution 7638 82nd
Zoning Certificate 7638 82nd
TABC Packet- 7638 82nd
Maps 7638 82nd
HRG Request Letter

RESOLUTION

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

THAT the City Council, as the governing board of the City of Lubbock, Texas, and pursuant to Section 109.33(e) of the Texas Alcoholic Beverage Code, after consideration of the health, safety, and welfare of the public and the equities of the situation, finds and determines herein that it is in the best interest of the community to approve and grant a variance, and hereby grants a variance, from the applicable provisions of City of Lubbock Ordinance No. 2009-O0060 at the following location: **Buffalo Wild Wings, 7638 82nd Street**, Lubbock, Texas. This variance shall remain in effect for so long as: 1) a **mixed beverage late hours permit [LB]**, a 2) **food and beverage certificate [FB]**; a 3) **mixed beverage restaurant permit with FB [RM]** and 4) a subsequent like use, if any, are in effect at the above-referenced location.

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning & Zoning

APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

vw/ccdocs/Justin/Resolutions/RES.Variance-Buffaloe Wild Wings
August 12, 2015

Business Name: Wolfforth Wings

Business Address: 7638 82nd Street KIVA Pin No.:

Legal Description of property: BLK AK SEC 31 AB 243 TR E2B AC: 3.473

ON PREMISE CONSUMPTION:

Primary business at this location (check one):

- [X] Restaurant
- [ ] Hotel/Arena/Civic Center
- [ ] Dance Hall (alcoholic beverage sale prohibited)
- [ ] Night Club/Bar/Lounge
- [ ] Sports Grill
- [ ] Sexually Oriented Business
- [ ] Other (describe)

Permits Requested (check all that apply):

- [X] ~~Mixed Beverage (MB)~~
- [X] Mixed Beverage Late Hours (LB)
- [ ] Beverage Cartage (PE)
- [X] Food & Beverage Cert. (FB)
- [ ] Wine and Beer Retailer's (BG)
- [ ] Private Club Beer & Wine (NB)
- [ ] Private Club Late Hours (NL)
- [ ] Beer Retailer's On-Premise (BE)
- [ ] Retail Dealer's On-Premise Late Hours (BL)
- [ ] Private Club (N)
- [ ] Catering (CB)
- [X] Mixed Bev. Restaurant w/ Food & Beverage (RM) MC
- [ ] Other (describe)

OFF PREMISE CONSUMPTION:

Primary business at this location (check one):

- [ ] Grocery/Convenience Store
- [ ] Drug Store
- [ ] Package Store
- [ ] Other (describe)

Permits Requested (check all that apply):

- [ ] Beer Retailer's Off-Premise (BF)
- [ ] Package Store (P)
- [ ] Wine and Beer Retailer's Off-Premise (BQ)
- [ ] Wine Only Package Store (Q)
- [X] Local Distributor (LP)
- [ ] Local Cartage (E)
- [ ] Local Cartage Transfer Permit (ET)
- [ ] Package Store Tasting (PS)
- [ ] Other (describe)

Property Owner's Name: How No. 1 Inc

Property Owner's Address: 10401 Indiana Lbk Tx 79423

Business Owner's Name: Wolfforth Wings, Ltd

Business Owner's Address: 7638 82nd Lbk Tx 79424

Applicant's Name: Kendall Howard

Applicant's Address: 10401 Indiana Lbk Tx 79423

Applicant's interest in Business/Authority to make application: Owner

Gross Sq. Footage of Building 7309 sq. ft. Zoning IHC Sales Tax No. 32053046002

Parking: Parking Ratio 1:75 Spaces Required 97 Spaces Provided 120

Distance from: Church 300+ ft. School +300 ft. Hospital 300 ft. Day/Child Care 300 ft.

For churches or public hospitals measurement is a minimum 300 ft measured from front door to front door, along the property lines of the street fronts and in a direct line across intersections.

For private/public schools, day care centers and child care facilities measurement is a minimum 300 ft measured in a direct line from the nearest property line of the school, day/child care facility to the nearest property line of the place of business, and in a direct line across intersections.

No. of Game Machines 3 Dance Floor Size Ø Live Entertainment [ ] Yes [X] No

Z.B.A. Variance Case No.

Case No.

COMMENTS

I hereby certify that I have read and fully understand the zoning restrictions and ordinances applicable to this property and that all information contained herein is true and correct. I further understand that this certificate is issued subject to all applicable regulations of the City of Lubbock and the violation of any of these regulations may result in my being ordered to cease the violation or vacate the premises, as well as the revocation of this certificate. I understand that if licensed as a restaurant, this certificate only permits me to operate a restaurant with the incidental right to sell alcoholic beverages, and I certify that is my intent and purpose in acquiring this certificate.

TABC On-Premise Prequalification Packet

L-ON (03/2015)

Please complete this Prequalification Packet with information concerning your proposed business location for which you are applying to sell/serve alcoholic beverages. This information will be used to obtain your pre-qualification to hold a license/permit. You will submit this information to the proper governmental entities for certification that your proposed location is legal for the type of license/permit for which you are applying.

Please contact your local TABC office to determine if you must post a 60 Day Sign at your proposed location or for any additional information.

LOCATION INFORMATION

1. Type of On-Premise License/Permit

- ☐ **BG** Wine and Beer Retailer's Permit
- ☐ **BE** Beer Retail Dealer's On-Premise License
- ☐ **BL** Retail Dealer's On-Premise Late Hours License
- ☐ **BP** Brewpub License
- ☐ **V** Wine & Beer Retailer's Permit for Excursion Boats
- ☐ **Y** Wine & Beer Retailer's Permit for Railway Dining Car
- ☐ **MB** Mixed Beverage Permit
- ☒ **LB** Mixed Beverage Late Hours Permit
- ☐ **MI** Minibar Permit
- ☐ **CB** Caterer's Permit
- ☒ **FB** Food and Beverage Certificate
- ☐ **PE** Beverage Cartage Permit
- ☒ **RM** Mixed Beverage Restaurant Permit with FB

2. Indicate Primary Business at this Location

- ☒ Restaurant
- ☐ Bar
- ☐ Sexually Oriented
- ☐ Sporting Arena, Civic Center, Hotel
- ☐ Miscellaneous _____

3. Trade Name of Location

Buffalo Wild Wings

4. Location Address

7638 82nd Street

City	County	State	Zip Code
Lubbock	Lubbock	TX	79424-

5. Mailing Address

Mailing Address	City	State	Zip Code
7638 82nd Street	Lubbock	TX	79424-

6. Business Phone No.	Alternate Phone No.	E-mail Address
(806) 783 - 8774	(806) 239 - 3776	mnm240@hotmail.com

OWNER INFORMATION

7. Type of Owner

- ☐ Individual
- ☐ Partnership
- ☐ Limited Partnership
- ☒ Limited Liability Partnership
- ☐ Corporation
- ☐ Limited Liability Company
- ☐ Joint Venture
- ☐ Trust
- ☐ City/County/University
- ☐ Other _____

8. Entity/Applicant

Wolfforth Wings, Ltd

9. If Applicant Is/Must Be Listed Below (attach L-OIC if additional space is needed).

Individual/Individual Owner	Limited Liability Company/All Officers or Managers
Partnership/All Partners	Joint Venture/Venturers
Limited Partnership/All General Partners	Trust/Trustee(s)
Corporation/All Officers	City, County, University/Official

Last Name	First Name	MI	Title
BWWGP, Inc			General Partn
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title

MEASUREMENT INFORMATION

10. Will your business be located within 300 feet of a church or public hospital? ☐ Yes ☒ No

NOTE: *For churches or public hospitals measure from front door to front door, along the property lines of the street fronts and in a direct line across intersections.*

11. Will your business be located within 300 feet of any private/public school, day care center or child care facility? ☐ Yes ☒ No

If **"YES,"** are the facilities located on different floors or stories of the building? ☐ Yes ☐ No

NOTE: *For private/public schools, day care centers and child care facilities measure in a direct line from the nearest property line of the school, day care center or child care facility to the nearest property line of the place of business, and in a direct line across intersections.*

NOTE: *For multistory building: businesses may be within 300 feet of a day care center or child care facility as long as the facilities are located on different floors of the building.*

NOTE: *If located on or above the fifth story of a multistory building: measure in a direct line from the property line of the private/public school to property line of your place of business in a direct line across intersections vertically up the building at the property line to the base of the floor on which your business is located.*

12. Will your business be located within 1,000 feet of a private school? ☐ Yes ☒ No

13. Will your business be located within 1,000 feet of a public school? ☐ Yes ☒ No

60-DAY SIGN INFORMATION

14. If you were required to post a 60-day sign as required by Section 11.391 or 61.381 of the Texas Alcoholic Beverage Code at this location; what exact date was the required sign posted at the location?	Exact Date (mm/dd/yyyy) 06 / 24 / 2015

ALL APPLICANTS

15. CHECK HERE IF NOT IN CITY LIMITS ☐

I, the applicant, have confirmed I am not located in the city limits of any city and therefore all city certificates are not required.

WARNING AND SIGNATURE

If Applicant Is/Must Sign	
Individual/Individual Owner	Corporation/Officer
Partnership/Partner	Limited Liability Company/ Officer or Manager
Limited Partnership/General Partner	

WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "...a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the penitentiary for not less than 2 nor more than 10 years."

BY SIGNING YOU ARE SWEARING TO ALL INFORMATION AND ATTACHMENTS TO THIS PACKET.

PRINT NAME Kendall Howard

SIGN HERE _____

TITLE General Partner

Before me, the undersigned authority, on this 24TH day of June, 2015, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN HERE _____ NOTARY PUBLIC

SEAL

JANINE JOY NEW
My Commission Expires
August 19, 2018

CERTIFICATE OF CITY SECRETARY (FOR MB, RM, V & Y)

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a **"wet"** area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

SIGN HERE _____ _____, **TEXAS**
City Secretary/Clerk City

S E A L

CERTIFICATE OF CITY SECRETARY (FOR BG & BE)

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a **"wet"** area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

Election for given location was held for:

☐ legal sale of all alcoholic beverages
☐ legal sale of all alcoholic beverages except mixed beverages
☐ legal sale of all alcoholic beverages including mixed beverages
☐ legal sale of beer/wine (17%) on-premise ***AFTER*** Sept. 1, 1999
☐ legal sale of beer/wine (14%) on-premise ***BEFORE*** Sept. 1, 1999

OR IF ABOVE DOES NOT APPLY:

Be advised the location must have had two election passages per 25.14 or 69.17 of the TAB Code. One for beer and wine off-premise and one for mixed beverage.

☐ legal sale of beer and wine for off-premise consumption only

AND EITHER:

☐ legal sale of mixed beverages

OR

☐ legal sale of mixed beverages in restaurants by food and beverage certificate holders (applicant must apply for FB with BG and BE)

SIGN HERE _____ _____, **TEXAS**
City Secretary/Clerk City

S E A L

CERTIFICATE OF CITY SECRETARY FOR LATE HOURS LICENSE/PERMIT (LB & BL)

I hereby certify on this _____ day of _____, 20____, that one of the below is correct:

☐ The governing body of this city has by ordinance authorized the sale of ***mixed beverages*** between midnight and 2:00 A.M.; or
☐ The governing body of this city has by ordinance authorized the sale of ***beer*** between midnight and _____ A.M.; or
☐ The population of the city or county where premises are located was 500,000 or more according to the 22nd Decennial Census of the United States as released by the Bureau of the Census on March 12, 2001; or
☐ The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2010).

OR IF ABOVE DOES NOT APPLY:

Be advised the location must have had two elections passages. One for mixed beverage and one for wine and beer off-premise.

☐ legal sale of beer and wine for off-premise consumption only

AND

☐ legal sale of mixed beverages

OR

☐ legal sale of mixed beverages in restaurants by food and beverage certificate holders (applicant must apply for FB with BG and BE)

SIGN HERE _____, **TEXAS**
City Secretary/Clerk City

S E A L

CERTIFICATE OF COUNTY CLERK (FOR MB, RM, V & Y)

I hereby certify on this 10 day of July, 2015, that the location for which the license/permit is sought is in a **"wet"** area for such license/permit, and is not prohibited by any valid order of the Commissioner's Court.

SIGN HERE Melissa Kitten

Kelly Pinion By Melissa Kitten
County Clerk

Lubbock COUNTY

(7638 82nd Street)

SEAL

CERTIFICATE OF COUNTY CLERK (FOR BG & BE)

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is in a **"wet"** area and is not prohibited by any valid order of the Commissioner's Court for a Wine & Beer Retailer's Permit.

Election for given location was held for:

- ☐ legal sale of all alcoholic beverages
- ☐ legal sale of all alcoholic beverages except mixed beverages
- ☐ legal sale of all alcoholic beverages including mixed beverages
- ☐ legal sale of beer/wine (17%) on-premise ***AFTER*** Sept. 1, 1999
- ☐ legal sale of beer/wine (14%) on-premise ***BEFORE*** Sept. 1, 1999

OR IF ABOVE DOES NOT APPLY:

Be advised the location must have had two election passages per 25.14 or 69.17 of the TAB Code. One for beer and wine off-premise and one for mixed beverage.

- ☐ legal sale of beer and wine for off-premise consumption only

AND EITHER:

- ☐ legal sale of mixed beverages

OR

- ☐ legal sale of mixed beverages in restaurants by food and beverage certificate holders (applicant must apply for FB with BG and BE)

SIGN HERE _____ _____ COUNTY

County Clerk

SEAL

CERTIFICATE OF COUNTY CLERK FOR LATE HOURS LICENSE/PERMIT (LB & BL)

I hereby certify on this _____ day of _____, 20_____, that one of the below are correct:

- ☐ The Commissioner's Court of the county has by order authorized the sale of ***mixed beverages*** between midnight and 2:00 A.M.; or
- ☐ The Commissioner's Court of the county has by order authorized the sale of ***beer*** between midnight and _____ A.M.; or
- ☐ The population of the city or county where premises are located was 500,000 or more according to the 22nd Decennial Census of the United States as released by the Bureau of the Census on March 12, 2001; or
- ☐ The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2010).

OR IF ABOVE DOES NOT APPLY:

Be advised the location must have had two elections passages. One for mixed beverage and one for wine and beer off-premise.

- ☐ legal sale of beer and wine for off-premise consumption only

AND

- ☐ legal sale of mixed beverages

OR

- ☐ legal sale of mixed beverages in restaurants by food and beverage certificate holders (applicant must apply for FB with BG and BE)

SIGN HERE _____ _____ COUNTY

County Clerk

SEAL

COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATE

This is to certify on this 9th day of July, 2015, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit.

Sales Tax Permit Number 32053046002 Outlet Number 00001

Print Name of Comptroller Employee Verlonda Curry

Print Title of Comptroller Employee Enforcement Officer

SIGN HERE Verlonda Curry FIELD OFFICE Lubbock 2403

SEAL

PUBLISHER'S AFFIDAVIT (FOR MB, LB, RM, BP, BG, BE, BL, V & Y)

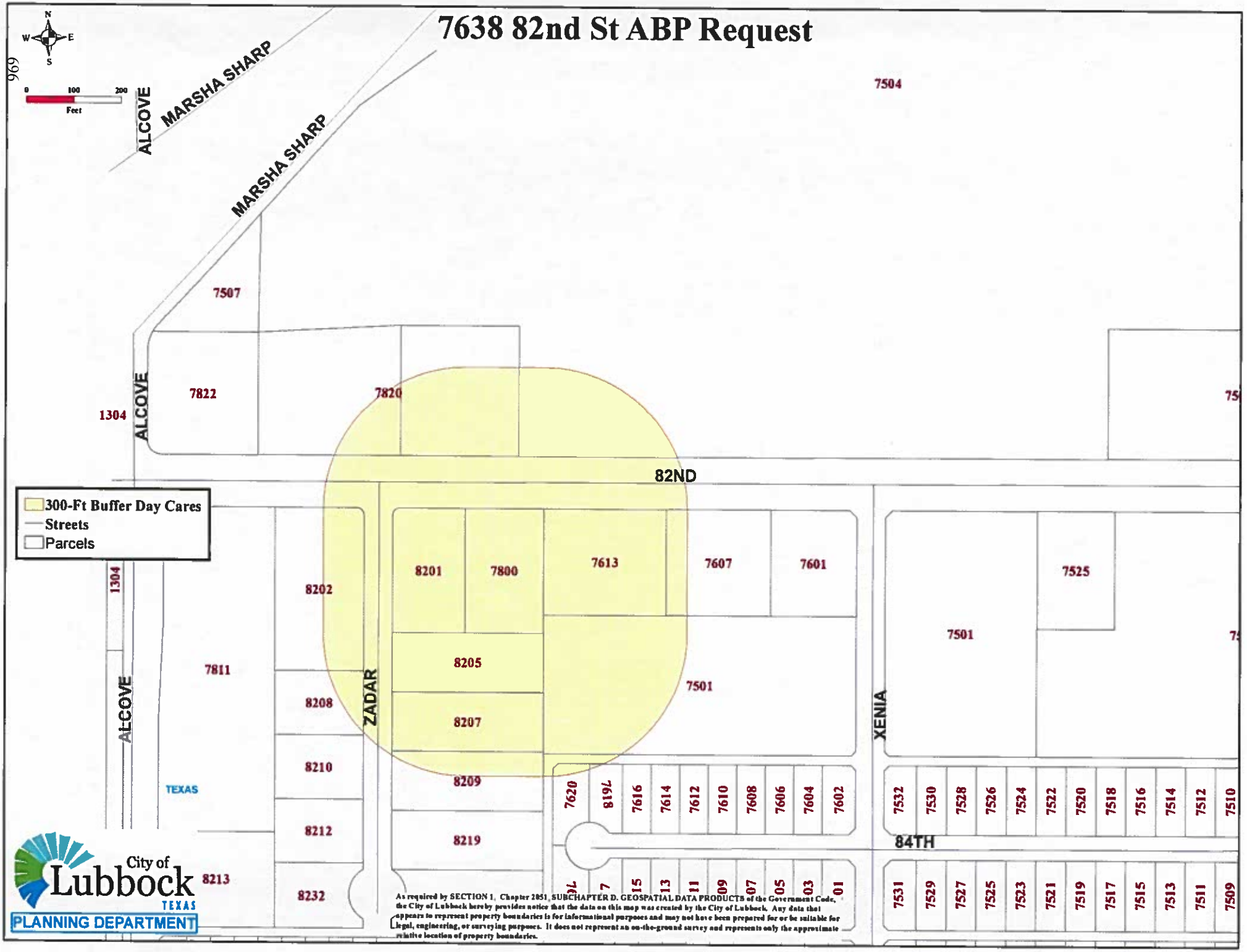
Name of newspaper	Lubbock Avalanche Journal
City, County	Lubbock, Lubbock
Dates notice published in daily/weekly newspaper (mm/dd/yyyy)	7, 10, 15 7, 11, 15
Publisher or designee certifies attached notice was published in newspaper stated on dates shown	
Signature of publisher or designee	Susan E Smith
Sworn to and subscribed before me on this date	7, 13, 2015
Signature of Notary Public	Michelle Duke
SEAL	MICHELLE DUKE Notary Public, State of Texas My Commission Expires 11-11-2018

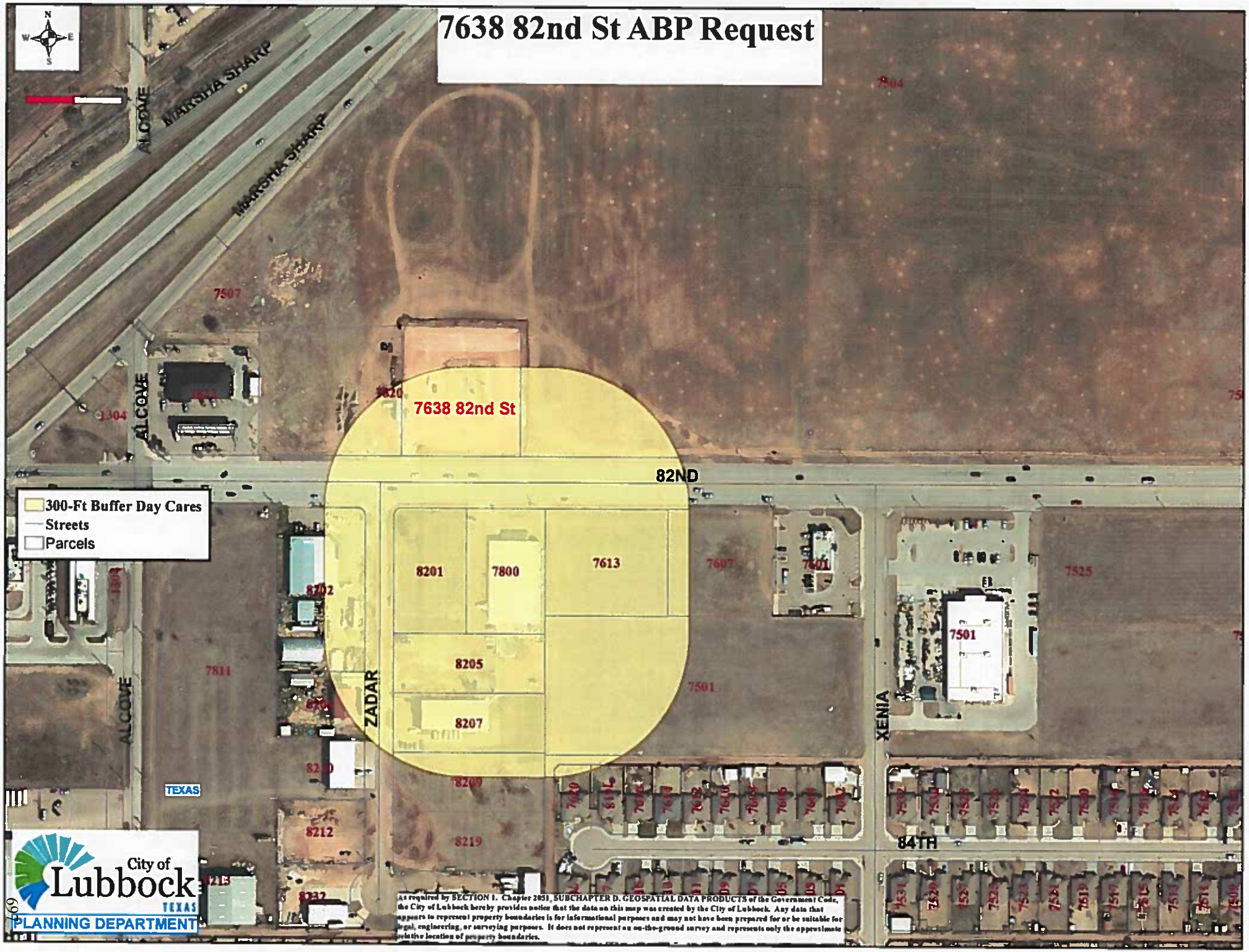
Wolfforth Wings, Ltd.

Wolfforth Wings, Ltd. General Partner BWWGP, Inc, Kendall Howard President/Secretary have made application with Texas Alcoholic Beverage Commission for a Mixed Beverage Restaurant Permit and Late Hours Permit to be located at 7638 82nd Street, City of Lubbock, County of Lubbock, and operated under the trade name of Buffalo Wild Wings.

\\tabc4av-fs01.tabcnet.local\home\jiagnem\Forms\[illegible]2013.pdf

7638 82nd St ABP Request




7638 82nd St ABP Request
7638 82nd St
82ND
ALCOVE
MARSHA SHARP
ZADAR
XENIA
84TH
TEXAS
300-Ft Buffer Day Cares
Streets
Parcels
8201
7800
7613
8205
8207
7501
City of Lubbock
TEXAS
PLANNING DEPARTMENT
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.

HRG
HOWARD RESTAURANT GROUP
10401 Indiana Ave
Lubbock, TX 79423
(806) 783-8774

Andrew Paxton
City of Lubbock
Director of Planning

August 5, 2015

Mr. Paxton,

It has been brought to our attention during the process of applying for a Mixed Beverage Restaurant Permit, Food and Beverage Certificate, and Mixed Beverage Late Hours Permit with TABC that our new Buffalo Wild Wings to be located at 7638 82nd Street, Lubbock, TX is within 300 feet of a Day Care Facility. We are requesting a variance allowing us to serve alcohol at this new location. We would like to be on the next City Council meeting agenda to discuss this matter and get this situation taken care of. If you have any questions or need any additional information please feel free to give me a call at (806) 783-8774.

Sincerely,

Kendall Howard
Owner/Franchisee
Buffalo Wild Wings

LB Mama Fu's

Dennis Carrizales

From: Misty Meeker <mnm240@hotmail.com>
Sent: Wednesday, August 12, 2015 11:30 AM
To: Dennis Carrizales; Dennis Carrizales
Subject: Buffalo Wild Wings

Dennis,

To clarify, we are applying for the LB, FB, and RM with the Texas Alcoholic Beverage Commission. I apologize for the confusion. Please let me know if you need any other information or have any questions. Once you have confirmation that we will be on the next Counsel meeting please confirm with me.

Thanks,
Misty Meeker
Executive Vice President

Howard Restaurant Group
10401 Indiana Ave
Lubbock, TX 79423
(806) 239-3776 cell
(806) 783-8774 office
(806) 783-8991 fax

City of Lubbock TEXAS

08/07/2015

TEGA
7800 82ND ST,
LUBBOCK, TX 79424

Re: City Council hearings on variance for an **on premise** alcohol permit within 300 feet of a daycare.

Dear Sir:
On August 8, 2009 the City of Lubbock completed an ordinance that amends the Zoning Code for particulars related to businesses that obtain a permit from the Texas Alcohol Beverage Commission (TABC) for the sale of alcohol. As a part of the ordinance, the City Council adopted a standard that prohibits any business that is three hundred (300) feet or less from a public school, measured from property lines of each tract, from having a permit issued by the TABC. When the Council adopted the spacing rule, the "governing body" (Council) of the City may consider a variance to the 300 foot rule as outlined in the Section 18-11, "Offenses – Misc." in the City of Lubbock Code of Ordinances. The following is to be discussed **August 27th 2015**:

- **Buffalo Wild Wings Restaurant** is requesting an on premise alcoholic beverage permit in conjunction with the existing convenience store 7638 82nd Street. The proposed establishment space is within 300 feet of Tega Kids Superplex.

The Lubbock City Council will consider this request as a regular agenda item. This letter is required for notice and invites a response from **82L LLC or a representative from TEGA Kids Superplex** regarding the proposal. As such, there is no set time for consideration by the Council. The item is not a public hearing. If you care for a representative of **82L LLC or a representative from TEGA Kids Superplex** to be available for any questions from Council, that person should be here at **5:15 PM** to respond if any questions are asked. Feel free to check with me early that week to see if I can verify a tighter time frame of the placement of the item on the agenda.

Sincerely yours,

Drew Paxton
Director of Planning
806-775-3029

City of Lubbock TEXAS

08/07/2015

To Whom it May Concern

82L LLC
2615 KIMBERLY DR
GRAPEVINE, TX 76051

Re: City Council hearings on variance for an **on premise** alcohol permit within 300 feet of a daycare.

Dear Sir:
On August 8, 2009 the City of Lubbock completed an ordinance that amends the Zoning Code for particulars related to businesses that obtain a permit from the Texas Alcohol Beverage Commission (TABC) for the sale of alcohol. As a part of the ordinance, the City Council adopted a standard that prohibits any business that is three hundred (300) feet or less from a public school, measured from property lines of each tract, from having a permit issued by the TABC. When the Council adopted the spacing rule, the "governing body" (Council) of the City may consider a variance to the 300 foot rule as outlined in the Section 18-11, "Offenses – Misc." in the City of Lubbock Code of Ordinances. The following is to be discussed **August 27th 2015**:

- **Buffalo Wild Wings Restaurant** is requesting an on premise alcoholic beverage permit in conjunction with the proposed restaurant location at 7638 82nd Street. The proposed establishment space is within 300 feet of Tega Kids Superplex.

The Lubbock City Council will consider this request as a regular agenda item. This letter is required for notice and invites a response from **82L LLC or a representative from TEGA Kids Superplex** regarding the proposal. As such, there is no set time for consideration by the Council. The item is not a public hearing. If you care for a representative of **82L LLC or a representative from TEGA Kids Superplex** to be available for any questions from Council, that person should be here at **5:15 PM** to respond if any questions are asked. Feel free to check with me early that week to see if I can verify a tighter time frame of the placement of the item on the agenda.

Sincerely yours,

Drew Paxton
Director of Planning
806-775-3029

Regular City Council Meeting **7. 14.**

Meeting Date: 08/27/2015

Information

Agenda Item

Ordinance 1st Reading - Mayor: Consider an ordinance amending Chapter 8, "Businesses and Amusements" of the Code of Ordinances of the City of Lubbock, Texas, by adding Article 8.20, "Mobile Billboards", to allow mobile billboards the use of the public right-of-way; providing a penalty; providing a saving clause and providing for publication.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Glen Robertson, Mayor

Attachments

Ordinance - Mobile Billboards

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 8, "BUSINESSES AND AMUSEMENTS", OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, BY ADDING ARTICLE 8.20, "MOBILE BILLBOARDS", ESTABLISHING RULES FOR THE USE OF MOBILE BILLBOARDS IN THE PUBLIC RIGHT-OF-WAY OPEN TO VEHICULAR TRAFFIC; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock, Texas deems it in the best interest of the health, safety, and welfare of the citizens of Lubbock to amend the Code of Ordinances to establish rules for the use of mobile billboards in the public right-of-way open to vehicular traffic as set forth herein; and

WHEREAS, the use of mobile billboards in the public right-of-way open to vehicular traffic as set forth herein is specifically exempted from the regulation of advertising vehicles as provided in Section 20.04.015 and Section 40.04.005 of the Code of Ordinances; **NOW THEREFORE:**

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

SECTION 1. THAT the Code of Ordinances, City of Lubbock, Texas, is hereby amended by adding Article 8.20, which reads as follows:

Section 8.20.001 Definitions

Mobile. The state of being in active, but not necessarily continuous, movement; capable of being moved and not permanently fixed or placed.

Mobile Billboard. Any vehicle for hire, including a trailer, with an illuminated or non-illuminated panel, board, screen, banner, flag, electronic device or any other type of appendage or feature, having the primary purpose to advertise, promote or draw attention to a product, service, event or other similar purpose.

Section 8.20.002 Mobile Billboard Requirements

(a) A mobile billboard may use the public right-of-way within the city limits as long as such mobile billboard:

(1) remains mobile on a major thoroughfare, freeway, or expressway as defined by the city's current thoroughfare plan;

(2) does not emit any sound, odor, light, or visible matter which serves as a distraction to persons within the public right-of-way or which unreasonably

disturbs or interferes with the sleep, peace, comfort, or repose of any person with ordinary sensibilities;

(3) does not, by reason of its size, location, movement, content, coloring, or manner of illumination:

(i) cause any person with ordinary sensibilities to confuse or construe it as a traffic control sign, signal device, or the light of an emergency or road equipment vehicle, or

(ii) hide from view any traffic or street sign, signal, or device;

(4) does not operate between the hours of 3:00 a.m. and 6:00 a.m.; and

(5) is in compliance with all applicable registration, permitting and other regulations as required under the Texas Transportation Code, including any vehicle width, height, and weight restrictions.

(b) A mobile billboard may not be parked, driven, stationed or moving in any manner on private property within the city limits, unless such mobile billboard is parked or stationed out of view from any public right-of-way.

(c) If a mobile billboard utilizes an electronic message display, such electronic message display shall:

(1) contain static messages only and shall not have movement, or the appearance or optical illusion of movement, of any part of the mobile billboard structure, design, or pictorial segment of the mobile billboard, including the movement or appearance of movement of any illumination or the flashing, scintillating or varying of light intensity;

(2) allow no more than 0.3 seconds between each static message displayed on the mobile billboard; and

(3) display each static message for a minimum of 10 seconds.

(d) Any mobile billboard, as defined in this Article, is specifically excluded from the regulation of advertising vehicles or trailers as provided in Section 20.04.015 and Section 40.04.005 of this Code of Ordinances.

Section 8.20.003 Penalty

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, Texas.

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

SECTION 3. THAT the City Secretary of the City of Lubbock, Texas, is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative means of publication provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Glen C. Robertson, Mayor

APPROVED AS TO FORM:

_____
Justin Pruitt, Assistant City Attorney

Regular City Council Meeting **7. 15.**

Meeting Date: 08/27/2015

Information

Agenda Item

Board Appointments - City Secretary: Consider nine appointments to the Appointments Advisory Board, one appointment to the Citizens Traffic Commission, three appointments to the Permit and License Appeal Board, and one appointment to the Planning and Zoning Commission.

Item Summary

Consider nine appointments to the Appointments Advisory Board, one appointment to the Citizens Traffic Commission, three appointments to the Permit and License Appeal Board, and one appointment to the Planning and Zoning Commission.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Regular Session - Board Appointments

BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, AUGUST 27, 2015 - REGULAR SESSION

Officer of City		Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
	1	APPOINTMENTS ADVISORY BOARD	ANDREWS, L.V.	9/1/2015	N/A	DISTRICT 2	REPLACE	N/A
			ATWOOD, NICK	9/1/2015	85%	MAYOR	REAPPOINT	Y
			BILIMORIA, INDU	9/1/2015	N/A	DISTRICT 5	REPLACE	N/A
			GARZA, GRACE	9/1/2015	N/A	DISTRICT 1	REPLACE	N/A
			HARRIS, EDDIE	9/1/2015	100%	DISTRICT 1	REAPPOINT	Y
			KELLER, JUDITH	9/1/2015	62%	DISTRICT 3	REAPPOINT	Y
			McCLENDON, LYNN	9/1/2015	93%	DISTRICT 4	REPLACE	N/A
			SEIDEMAN, JAKE	9/1/2015	93%	MAYOR	REAPPOINT	Y
			STEPHENS, JON	9/1/2015	N/A	DISTRICT 5	REPLACE	N/A
	2	CITIZENS TRAFFIC COMMISSION	RAMIREZ, REBECCA	7/1/2017	N/A		RESIGNED/REPLACE	N/A

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

Applicants No Preference

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
01/27/2011	Aguero	Olga	Female	Hispanic or Latino				1
11/03/2014	Alderson	David	Male	Anglo	50-59	Auto Dealer	Alderson Enterprises, LP	5
09/09/2014	Arnett	Claire	Female	Anglo	50-59	Education	Covenant School of Nursing	4
06/18/2010	Ashley	Kyle	Male	Anglo	40-49	CEO	Alliance Federal Credit Union	4
01/27/2011	Bass	Byrn	Male	Anglo				6
10/28/2010	Beck	Jim	Male	Anglo	50-59	Professor of Mission	Lubbock Christian University	6
01/14/2015	Been	Mattie	Female	Anglo	18-29	Director of Development	Texas Tech University Health Sciences Center	4
07/01/2003	Bennett	James	Male	Anglo	50-59		Economic Development	4
11/02/2010	Bentley	Donnie	Male	Anglo	60+	Owner	Don Bentley Roofing Co.	3
02/02/2010	Berry	Timothy	Male	Anglo	40-49	Paramedic	UMC Lubbock EMS	5
03/24/2010	Berryhill	Korbi	Female	Anglo		RN Instructor	South Plains College, Reese	5
11/01/2010	Beversdorf	Cynthia	Female	Anglo	40-49			5
10/27/2010	Beversdorf	Fredrick	Male	Anglo	50-59	Senior Training Instructor	Atmos Energy	5
10/28/2010	Billings	Toby	Male	Anglo	30-39	Custodial Staff	Broadway Church of Christ	1
10/28/2010	Bosscher	Karen	Female	Anglo	50-59	Business Manager	Hemmo A. Bosscher, MD.	4
10/26/2010	Bryant	Gary	Male	African-American	40-49	House Manager	Lubbock Faith Center	2
02/06/2014	Carlson	Paul	Male	Anglo				7
10/28/2010	Clayton	Letitia	Female	Anglo	40-49	Orthopedic Tech	Dr. Kenneth Stephenson	5
07/06/2009	Coppola	Martin	Male	Anglo	40-49	Associate Professor & Program Director	Texas Tech HSC	5
10/25/2010	Craig	Karl	Male	Anglo	60+			5
07/22/2004	Craig	Mickey	Male	Anglo	60+		Retired	2
11/15/2010	Dingle	Darnell	Female	Anglo	60+			5
09/06/2006	Dirks	James	Male	Anglo	60+	Architect	Cox/Dirks Architects P.C.	5
01/14/2010	Dulin	Jim	Male	Anglo	60+	Judge	Lubbock County	4
01/15/2015	Dumas	Seanloui	Male	African-American	18-29	CEO	Unite Clothing	7
02/15/2010	Eggenberger	Florence	Female	Anglo	60+			6
11/29/2010	Elliott	John	Male	Anglo	60+	Banking	Southwest Bank	4
01/14/2010	Epps	Mike	Male	Anglo	50-59	CFO	American State Bank	5
11/02/2010	Finley	Kathleen	Female	Anglo	40-49	Captain	Lubbock Co. Sheriff's Office	4
10/27/2010	Ford	Laura	Female	Hispanic or Latino	30-39	Clinic Manager	Lubbock Regional MHMR	1
12/01/2010	Gerlach	Mary	Female	Anglo	40-49			3
10/29/2010	Gifford	Gretchen	Female	Anglo	18-29	Legal Secretary	Buerner, Dennis, & Franklin	4
11/08/2010	Green	Velda	Female	Anglo	50-59	Non-Profit Relations		5
04/19/2010	Griswold	Mary	Female	Anglo	50-59	Activities/Edcuation Director	Redr Frame & Art	4
01/15/2015	Guetersloh	Mary	Female	Anglo	60+		Self-Employed	7
03/05/2008	Hamer	Darla	Female	Anglo	40-49	Banker	Peoples Bank	6

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
09/11/2014	Harvey	Larry	Male	Anglo	50-59	Architect	Chapman Harvey Architects, Inc	4
08/23/2005	Harvill	Natalie	Female	Anglo	30-39	Structural Engineer	Parkhill, Smith & Cooper	5
01/14/2010	Henry	Alan	Male	Anglo	60+	Insurance Agent	Alan Henry Insurance	3
06/10/2009	Henson	Matthew	Male	Anglo	30-39	Self Employed	Matt Henson Inc.	5
11/11/2010	Herrera	Gilbert	Male	Hispanic or Latino	60+	Evangelist	Gilbert Herrera Evangelistic Association	4
11/15/2010	Jackson	Emma	Female	African-American	60+			2
02/22/2010	Jackson	Winnie	Male	Anglo	60+	Retired Minister		4
11/01/2010	Kinserlow	Ray	Male	Anglo	60+			4
12/08/2010	Madison	Harvey	Male	Anglo	60+	Photography	Madison Photography	4
08/22/2013	McCarty	Charlotte	Female	African-American	40-49	Self employed	Lil' Precious	6
10/27/2011	McDonald	Carroll	Male	Anglo	60+			1
10/27/2011	McDougal	Marc	Male	Anglo	40-49		McDougal Companies	4
12/24/2014	McDougal	Michael	Male	Anglo	40-49	CEO	McDougal Capital	3
11/09/2010	Mitchell	Walter	Male	Anglo	30-39	Pastor	Westminister Presbyterian Church	4
11/30/2010	Morton	Philip	Male	Anglo	30-39	Associate Director	Texas Tech	5
10/27/2011	Musselman	Robert	Male	Anglo				6
01/10/2002	Noble	Brent	Male	Anglo			Service Title	4
01/15/2015	Osborne	John	Male	Anglo	40-49	President & CEO	LEDA / MLI	7
11/05/2010	Perry	Wilson	Male	African-American	50-59		City of Lubbock	1
11/01/2010	Pickett	Benjamin	Male	Anglo	40-49	Associate Minister	Monterey Church of Christ	4
09/09/2014	Pierce	Tim	Male	Anglo	50-59	Executive Director	South Plains A	5
12/01/2006	Podrebartz	Keith	Male	Anglo	30-39	Counselor	Texas Tech University	1
05/23/2013	Porter	Karen	Female	Anglo	40-49			2
08/11/2015	Putteet	Janis	Female	Anglo		Vice President	United Way - Lubbock	3
08/01/2003	Rangel	Andrea	Female	Hispanic or Latino	40-49		South Plains College	5
11/01/2010	Read	Alan	Male	Anglo	60+	Agent	AFLAC	5
09/09/2014	Riley	Nolan	Male	American Indian	30-39	Optometrist / Business Owner	8067931927	7
	Rios	Roy	Male	Hispanic or Latino			Women's Protective Services	2
04/29/2008	Schmedes	Gregg	Male	Anglo		Medical Student	Texas Tech	6
05/27/2010	Smith	David	Male	Anglo	30-39	Construction Director	Lee Lewis Construction	5
06/28/2012	Spitzer	Michelle	Female	Anglo	50-59	CFO	Sunwest Construction Inc.	4
04/01/2008	Stephens	Sherry	Female	Anglo	30-39	Administrative Assistant	High Plains Water District	5
05/17/2012	Stephenson	Pat	Male	Anglo	50-59	Service Manager	Bruce Thornton Air Conditioning	4
01/27/2011	Stevens	Mike	Male	Anglo				5
11/01/2010	Swoboda	Tami	Female	Anglo	40-49	Grants & Communications	Lubbock Area Foundation	3
08/08/2013	Walz	Donna	Female	Anglo				5
12/01/2006	Walz	John	Male	Anglo	60+	Attorney	Retired	5

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
09/09/2014	Wierzba	Susan	Female	Anglo	40-49	Partner/ Director	Commodity Export Corporation	5
10/06/2006	Wilkerson	David	Male	Anglo	40-49	Real Estate Developer	Wilkerson Properties	5
08/14/2014	Wilkes	Morris	Male	Anglo				6
12/02/2010	Williams	Shirley	Female	African-American	60+	Career Consultant	Workforce Solutions	2
02/24/2010	Woordward	Tracey	Female	Anglo	50-59	Registered Nurse	Covenant School of Nursing	4
11/20/2007	York	Martha	Female	Anglo		Real Estate Broker	The Real Estate Company	5
	Young	Andy	Male	Anglo				5

APPOINTMENTS ADVISORY BOARD

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	78.6%	60.0% (9)
Hispanic	32.6%	27.6%	9.8%	20.0% (3)
African-American	8.7%	7.4%	8.3%	13.3% (2)
Other	3.7%	4.0%	3.3%	6.7% (1)
GENDER				
Male	48.5%	47.0%	72.6%	66.7% (10)
Female	51.5%	53.0%	27.4%	33.3% (5)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	17.3%	8.3%	6.7% (1)
District 2	16.4%	15.2%	4.8%	13.3% (2)
District 3	16.3%	16.6%	12.5%	13.3% (2)
District 4	17.0%	16.7%	19.6%	13.3% (2)
District 5	16.7%	17.8%	34.0%	46.7% (7)
District 6	17.3%	16.4%	18.2%	6.7% (1)
Other/Unknown	0.0%	0.0%	2.6%	0.0% (0)

PURPOSE:
Permanent advisory board maintains data bank and clear written guidelines for appointments and updates annually. Oversees marketing plan for soliciting qualified applicants and increasing public opportunities for board service. Advises the City Council regarding qualified appointees; assists in new member orientation and presents annual demographics report.

QUALIFICATIONS: Each Council Member shall appoint two members to the board; and the Mayor shall appoint three members

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Andrews, L.V. (M,AA,2)	District 2	N/A	N/A	Replace
Atwood, Nick (M,A,5)	Mayor Rep	85%	Y	Reappoint
Bilimoria, Indu (F,O,5)	District 5	N/A	N/A	Replace
Garza, Grace (F,H,1)	District 1	N/A	N/A	Replace
Harris, Eddie (M,AA,5)	District 1	100%	Y	Reappoint
Keller, Judith (F,A,3)	District 3	62%	Y	Reappoint
McClendon, Lynn (F,A,4)	District 4	93%	Y	Replace
Seideman, Jake (M,A,5)	Mayor Rep	93%	Y	Reappoint
Stephens, Jon (M,A,5)	District 5	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD – CONTINUED:

APPOINTMENT ADVISORY BOARD RECOMMENDATIONS:

To reappoint Nick Atwood, Mayor Rep.; Eddie Harris, District 1 Rep.; Judith Keller, District 3 Rep.; and Jake Seideman, Mayor Rep.

To replace Grace Garza, District 1:
Efrain Duarte[1] (M,H,1) Catholic Charities of Lubbock

To replace L.V. Andrews, District 2:
Serena Stevenson (F,AA,6) Citibus

To replace Lynn McClendon, District 4:
Reggie Dial (M,AA,4) North & East Lubbock CDC
Janis Putteet[2] (F,A,3) United Way - Lubbock

To replace Indu Bilimoria and Jon Stephens, District 5:
Alex McAdoo (M,AA,5) Wayland Baptist University
Andrea Rangel[3] (F,H,5) South Plains College

[1] Mr. Duarte chose other boards as preferences
[2] Ms. Putteet is on the "No Preference" list
[3] Ms. Rangel is on the "No Preference" list

Boards & Commissions Admin Site

Application #: 2502 Entry Date: 5/14/2015 Active? ☑ **Last Login Date: 5/14/2015** << Application List

Email: efrain_duartee@yahoo.com Change Email

Personal Information **Edit**

Name: Mr. Efrain Duarte Jr. **Nick Name:** **District:** 1

Address: 2701 Colgate St. , Lubbock , TX 79415 **Phone:** (806) 535-4252 (home)

Demographic Information **Edit**

Registered Voter: YES **Resident of Lubbock:** 23 year(s)

Ethnic Background: Hispanic or Latino **Gender:** Male **Age:** 18-29

Work Information **Edit**

Occupation: Marketing & Volunteer Coordinator **Work Email:** efrain@cclubbock.org **Fax Number:** **Business Telephone:** (806) 765-8475 - 105

Business Name: Catholic Charities of Lubbock **Business Address:** Lubbock , TX 79401

Experience and education or interest: **Edit**

Lubbock Chamber of Commerce Ambassador and Holy Spirit Catholic Church CCE Teacher.

Prior service on a Board and/or Commission for the City of Lubbock: **Edit**

NONE

Boards Preference

Pref #	Board	Qualification		
1	Park and Recreation Board	Lubbock Resident	Edit	✕
2	Civic Lubbock Inc.	Lubbock Resident	Edit	✕
3	Community Development & Services Board	District 1 Resident	Edit	✕
4	Cultural Arts Grants Review Standing Sub-Committee	Lubbock Resident	Edit	✕
5	Housing Authority	Not an employee of the City of Lubbock	Edit	✕
6	Libraries Board	District 1 Resident	Edit	✕

Reason that may cause a conflict of interest: **Edit**

NONE

Contracts or perform services with the City of Lubbock: **Edit**

NONE

Reference **Add Reference**

Ref #	First Name	Last Name	Daytime Phone	Business Phone		
1	Grace	Garza	(806) 784-4328		Edit	✕

Agreement:

Agree to have the information entered in The Volunteer Center of Lubbock Agency Board Bank

Areas of Interest: **Edit**

Art & Drama, Dance, Legal Assistance, Symphony, Theater

Referred By: **Edit**

Grace Garza

Current Service: Add To Board

Boards & Commissions Admin Site

Application #: 1922 **Entry Date:** **Active?** ☑ **Last Login Date: 11/1/2013**

<< Application List

Email: jputteet@unitedway-lubbock.org

ange Email

Citizens

Personal Information **Edit**

Backend/Internal Users

Name: Ms. Janis Putteet **Nick Name:** **District:** 3

Address: 3415 42nd Street, Lubbock, TX 79413 **Phone:** 0000000000 (home)

Demographic Information **Edit**

Registered Voter: NO **Resident of Lubbock:** 0 year(s)

Ethnic Background: Anglo **Gender:** Female **Age:**

Work Information **Edit**

Occupation: Vice President **Work Email:** jputteet@unitedway-lubbock.org **Fax Number:** 8067472716 **Business Telephone:** 8067472711

Business Name: United Way - Lubbock **Business Address:** Lubbock, TX 79401

Experience and education or interest: **Edit**

NONE

Prior service on a Board and/or Commission for the City of Lubbock: **Edit**

NONE

Boards Preference **Add Preference**

Pref #	Board	Qualification
No records to display.		

Reason that may cause a conflict of interest: **Edit**

NONE

Contracts or perform services with the City of Lubbock: **Edit**

NONE

Reference **Add Reference**

Ref #	First Name	Last Name	Daytime Phone	Business Phone
No records to display.				

Agreement:

☐ Agree to have the information entered in The Volunteer Center of Lubbock Agency Board Bank

Areas of Interest: **Edit**

Boards & Commissions Admin Site

Application #: 1112 **Entry Date: 3/2/2000** **Active?** **Last Login Date: 11/1/2013** << Application List

Email: arangel@spc.cc.tx.us Change Email

Personal Information **Edit**

Name: Ms. Andrea G Rangel **Nick Name:** **District:** 5

Address: 5805 76th St, Lubbock, TX 79423 **Phone:** 8067944587 (home)

Demographic Information **Edit**

Registered Voter: YES **Resident of Lubbock:** 22 year(s)

Ethnic Background: Hispanic or Latino **Gender:** Female **Age:** 40-49

Work Information **Edit**

Occupation: **Work Email:** arangel@spc.cc.tx.us **Fax Number:** 8068973167 **Business Telephone:** 8068949611 - 2370

Business Name: South Plains College **Business Address:** Levelland, TX 79336

Experience and education or interest: **Edit**

NONE

Prior service on a Board and/or Commission for the City of Lubbock: **Edit**

NONE

Boards Preference **Add Preference**

Pref #	Board	Qualification
No records to display.		

Reason that may cause a conflict of interest: **Edit**

NONE

Contracts or perform services with the City of Lubbock: **Edit**

NONE

Reference **Add Reference**

Ref #	First Name	Last Name	Daytime Phone	Business Phone
No records to display.				

Agreement:

☐ Agree to have the information entered in The Volunteer Center of Lubbock Agency Board Bank

Areas of Interest: **Edit**

Referred By: **Edit**

City of Lubbock
Board and Commision Recruiting Database

Updated: 8/11/2015

Appointments Advisory Board

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
05/18/2014	McAdoo	Alex	M	AA	40-49	Educator	Wayland Baptist University	5
03/05/2008	Sosebee	Rick	M	A	50-59	Fire Protection Contractor	Koetter Fire Protection	3
01/24/2015	Stevenson	Serena	F	AA	40-49	Director of Transportation	Citibus	6
Second Preference								
12/15/2004	Ho	"Peter"	M	AI	40-49	Opthalmologist	Lubbock Eye Clinic	6
Third Preference								
02/03/2015	Dial	Reggie	M	AA	30-39	Program Manager	(806) 747-5937	4
Fourth Preference								
05/19/2015	Church	Cory	M	A	18-29	Registered Nurse	Covenant Health School of Nursing	4
Fifith Preference								
11/19/2014	Lewis	Sheri	F	A	50-59	Associate director & media advisor	Texas Tech University -- Student Media	4
Sixth Preference								
09/17/2014	Childs	Julie	F	A	40-49	Commercial Realtor	RE/MAX Commercial Real Estate	5
12/16/2014	Keister	Heather	F	A	30-39	Civil Engineer	Freese and Nichols	5
03/04/2014	Mendoza	Jesus	M	H	30-39	commercial lender	First Bank & Trust	6

Committee # 2 Appointments Advisory Board — Perm/Temp Board: P

	Confidential	Home	Business			Reappt Elig.
Member District 2 Rep. **Andrews** **Mr. L.V.**	N	2119 East 30th Street Lubbock, TX 79404		Curr: 2nd: 1st:	09/01/2013-09/01/2015 01/26/2012-09/01/2013	N
Email:	N	8067655001		Fax:		
Member Mayor Rep. **Atwood** **Mr. Nicholas**	Y	5312 85th Street Lubbock, TX 79424	Mass Mutual 6010 82nd Street, Suite 100 Lubbock, TX 79424	Curr: 2nd: 1st:	09/01/2013-09/01/2015	Y
Email: natwood1@gmail.com	Y Y	8064073955 8064381099	8067918561 natwood@financialguide.com	Fax:	8067951371	
Member District 5 Rep. **Bilimoria** **Ms. Indu**	Y	5319 85th St Lubbock, TX 79424		Curr: 2nd: 1st:	09/01/2013-09/01/2015 09/01/2011-09/01/2013 09/01/2009-09/01/2011	N
Email: ibilimor@gmail.com	Y	8067947460	8064419123 indu.bilimoria@ttu.edu	Fax:		
Member Mayor Rep. **Bowen** **Dr. John**	N	2002 Albany Lubbock, TX 79407		Curr: 2nd: 1st:	09/01/2014-09/01/2016 09/01/2012-09/01/2014 07/26/2012-09/01/2012	N
Email: jbowen@sbcglobal.net	N N	8067954224 8067861318	jbowen@sbcglobal.net	Fax:		
Member District 2 Rep. **Calvillo** **Mr. Michael**	Y	1926 75th St Lubbock, TX 79423	Michael Calvillo Bail Bond 1209 Crickets Ave Lubbock, TX 79401	Curr: 2nd: 1st:	09/01/2014-09/01/2016 09/01/2012-09/01/2014	N
Email: michaelcalvillo@att.net	Y	8062397568	8067441891 michaelcalvillo@att.net	Fax:	8067447647	
Member District 6 Rep. **Ellis-Roach** **Mrs. Phebe**	N	4401 101st Street Lubbock, TX 79424	PrimeWest Mortgage Corp. 9816 Slide Road Lubbock, TX 79424	Curr: 2nd: 1st:	09/01/2014-09/01/2016 09/01/2012-09/01/2014	N
Email: pellis@primewestcorp.com	Y Y	8067730531 8067730531	(806) 788-2869 pellis@primewestcorp.com	Fax:	(806) 793-7602	
Member District 4 Rep. **Frisbie** **Mr. David**	N	4414 14th Street Lubbock, TX 79416	Title One, Digital Title Services, LLC 6102 82nd Street, Suite #11 Lubbock, TX 79424	Curr: 2nd: 1st:	09/01/2014-09/01/2016	Y
Email: david@t1title.com	N	(806) 787-7460	(806) 771-7770 david@t1title.com	Fax:	(806) 771-0663	
Member District 1 Rep. **Garza** **Ms. Grace**	N	1713 32nd Street Lubbock, TX 79111	FirstCare Health Plans 1901 West Loop 289, Ste. 9 Lubbock, TX 79407	Curr: 2nd: 1st:	09/01/2013-09/01/2015 07/12/2012-09/01/2013	N
Email: gqgarza@gmail.com	Y Y	(806) 744-1874 (806) 438-4714	(806) 784-4328 ggarza@firstcare.com	Fax:		
Chair District 1 Rep. **Harris** **Mr. Eddie**	Y	7924 Vicksburg Lubbock, TX 79424	Broadway Church of Christ 1924 Broadway Lubbock, TX 79401	Curr: 2nd: 1st:	09/01/2013-09/01/2015 10/13/2011-09/01/2013	Y

Committee # 2	Appointments Advisory Board	Perm/Temp Board: P

	Confidential	Home	Business			Reappt Elig.
Email: eddiekharris@gmail.com	Y	(806) 368-8374	8067630464	Fax:		
	N	(806) 559-9464				
Member District 6 Rep. **Hill** **Mr. Chad**	Y	4109 109th ST Lubbock, TX 79423	PlainsCapital Bank 5010 University Ave. Lubbock, TX 79413	Curr: 2nd: 1st:	12/04/2014-09/01/2016	Y
Email: chadh@plainscapital.com	Y	(806) 535-8231	(806) 791-7148 chadh@plainscapital.com	Fax:	(877) 379-1275	
Member District 3 Rep. **Keller** **Ms. Judith**	N	2515 55th Street Lubbock, TX 79413		Curr: 2nd: 1st:	09/01/2013-09/01/2015 10/25/2012-09/01/2013	Y
Email: judith.p.keller@gmail.com	N	(806) 799-5071		Fax:		
	Y	(806) 777-5071	judith.keller@ttuhsc.edu			
Member District 4 Rep. **McClendon** **Ms. Lynn**	N	4206 89th Street Lubbock, TX 79423		Curr: 2nd: 1st:	06/26/2014-09/01/2015	Y
Email: lynnmcclendon@gmail.com	N	8067948479		Fax:		
	N	8064388479	lynnmcclendon@gmail.com			
Vice Chair District 3 Rep. **Patrick** **Mr. Keith**	Y	2511 54th St. Lubbock, TX 79413	Frenship Independent School District 501 7th St. Wolfforth, TX 79382	Curr: 2nd: 1st:	09/01/2014-09/01/2016 09/01/2013-09/01/2014	N
Email: kpatrick@frenship.us	N	(806) 239-6628	(806) 866-9541 kpatrick@frenship.us	Fax:	(806) 866-4135	
Member Mayor Rep. **Seideman** **Mr. Jacob**	Y	5809 94th Street Lubbock, TX 79424	GRACO Real Estate Development, Inc. P.O. Box 65207 Lubbock, TX 79464	Curr: 2nd: 1st:	09/01/2013-09/01/2015	Y
Email: jake.seideman@gmail.com	Y	(806) 771-5780	8067459718 Jake@GracoRealEstate.com	Fax:		
Member District 5 Rep. **Stephens** **Mr. Jonathan**	Y	6015 89th Street Lubbock, TX 79424	Southwest Bank 10115 Quaker Avenue Lubbock, TX 79424	Curr: 2nd: 1st:	09/01/2013-09/01/2015 09/01/2011-09/01/2013	N
Email: jon.stephens@southwbank.com	Y	8067838611	8067719494	Fax:	8067717494	
	Y	8062528606	jon.stephens@southwbank.com			

CITIZENS TRAFFIC COMMISSION

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	78.6%	66.7% (6)
Hispanic	32.6%	27.6%	9.8%	22.2% (2)
African-American	8.7%	7.4%	8.3%	11.1% (1)
Other	3.7%	4.0%	3.3%	0.0% (0)
GENDER				
Male	48.5%	47.0%	72.6%	77.8% (7)
Female	51.5%	53.0%	27.4%	22.2% (2)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	17.3%	8.3%	0.0% (0)
District 2	16.4%	15.2%	4.8%	33.3% (3)
District 3	16.3%	16.6%	12.5%	22.2% (2)
District 4	17.0%	16.7%	19.6%	22.2% (2)
District 5	16.7%	17.8%	34.0%	11.1% (1)
District 6	17.3%	16.4%	18.2%	11.1% (1)
Other/Unknown	0.0%	0.0%	2.6%	0.0% (0)

PURPOSE:

Permanent advisory board studies traffic problems in Lubbock, hears citizen requests and staff recommendations for new traffic control devices, and conducts education programs about traffic safety.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Ramirez, Rebecca (F,H,3)	N/A	N/A	Resigned/Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Rebecca Ramirez:

Michelle Hunter (F,AA,4) TTUHSC/Larry Combest Community Health and Wellness

Thomas H. Harris III

From: Bonnie Wells
Sent: Thursday, July 16, 2015 8:01 AM
To: Thomas H. Harris III; Becky Garza
Cc: Sharmon Owens
Subject: FW: CTC Meeting

Good morning,

I received this email yesterday evening regarding Rebecca Ramirez's position on the Citizens Traffic Commission. Please advise as to anything else I need to do.

Thank you,
Bonnie

Bonnie Wells
Administrative Assistant
Traffic Engineering & Operations
806-775-2132

-----Original Message-----
From: Ramirez, Rebecca [mailto:rebecca.ramirez@ttuhsc.edu]
Sent: Wednesday, July 15, 2015 7:56 PM
To: Bonnie Wells <BWells@mail.ci.lubbock.tx.us>
Subject: RE: CTC Meeting

I learned today that I will be in Houston for work on the 21st and therefore, cannot attend the meeting.

Due to my scheduling conflicts with work and the current dates of these meetings, I regretfully resign from the Traffic Commission. Thank you for the opportunity to serve.

Thank you,

Rebecca Ramirez, J.D., M.H.A.
Senior Director/Mental Health Administrator/ Facility Health Administrator Texas Tech University Health Sciences Center
Correctional Managed Health Care
Email: rebecca.ramirez@ttuhsc.edu
Office: 806-745-1021 Ext. 1108
Cell: 806-638-0548
Fax: 806-474-1809

This email and any files transmitted are intended only for the use of the individual or entity to whom they are addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If you have received this email in error please notify the sender by email, delete and destroy this message and its attachments. If you are not the intended recipient, you are notified that any use, dissemination, distribution or copying of the communication is strictly prohibited.

_____

City of Lubbock
Board and Commision Recruiting Database

Updated: 7/27/2015

Citizens Traffic Commission

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
07/23/2014	Benton	Jack	M	A	60+	retired		6
05/13/2010	Davidson	Lea	F	A	50-59	Coordinator Special Events	Texas Tech University	3
02/09/2005	Downs	Virginia	F	A	30-39	Editor	TTU Outreach & Extended Studies	3
09/10/2014	Hardman	Brittain	M	A	60+	Retired		6
11/09/2010	Hunter	Michelle	F	AA	40-49	Marketing & Community Outreach	TTUHSC/Larry Combest Community Health & Wellness	4
01/01/2006	Jackson	Brooke	F	A	30-39	Banker / Commercial Lender	American Bank of Commerce	4
	Letalien	Anne	F	A	60+			4
09/27/2006	Mitchell	Kevin	M	A	30-39	Banker	Peoples Bank	4
01/18/2013	Powell	Joseph	M	A	30-39	Insurance	Scott Powell State Farm	5
02/09/2005	Shapiro	Beth	F	A	40-49	Therapist	Gateways Counseling, P.C.	3
07/06/2004	Sigler	Vickie	F	A	40-49	Customer Service Tech	INCODE	3
04/09/2010	Williams	Herbert	M	AA	40-49	Correctional Officer IV	TX Dept of Criminal Justice	2
Second Preference								
06/05/2013	Bean	Zachary	M	A	18-29	Physician Administrator	Arthritis & Osteoporosis Associates	5
08/23/2005	Camp-Romero	William	M	AI	50-59		Retired	4
08/01/2012	Chavez	Naomi	F	H	18-29	Intern	South Plains Association of Governments	2
02/18/2013	Flores	Isaac	M	H	18-29	Section Coordinator	The Office of Community Engagement	6
09/13/2006	Hurt	William	M	A	30-39	Police Officer	Lubbock PD	3
11/02/2006	Lee	Hong	M	AI	60+		Retired Professor-TTU	5
10/29/2009	McCord	Janine	F	A	30-39	Research Associate	TTU - Education Dean	5
07/06/2009	Melendez	Jill	F	A	18-29	Social Worker	Montford Psychiatric Prison	6
04/29/2008	Perkins	Terell	M	A		Computer Technician	Lubbock County Information Services	5
11/02/2004	Renfro	Patsy	F	A	50-59	Travel Agent	Envoye Travel	5
03/20/2013	Ritter	Christopher	M	A	30-39	Attorney	Lubbock County DA Office-Civil	4
01/24/2015	Stevenson	Serena	F	AA	40-49	Director of Transportation	Citibus	6
07/01/2005	Trombley	Trudy	F	A	60+		Retired Educator	5
02/09/2010	Walker	William	M	A	18-29			3

City of Lubbock
Board and Commision Recruiting Database

Updated: **7/27/2015**

Citizens Traffic Commission

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
Third Preference								
06/18/2009	Brown-Meyers	Casey	M	A	40-49	Sales Manager	All Star Auto Glass	4
05/22/2003	Clark	Rachel	F	H	18-29	Program Director	Guadalupe/Parkway Neighborhood Center	3
05/13/2008	Preston	Brent	M	A	18-29		1800JunkMax, RE Broker	4
08/13/2013	Schmidt	Karla	F	A	50-59			5
Fourth Preference								
12/01/2011	de Riese	Cornelia	F	A	50-59		Comprehensive Family and Women's Healthcare	3
07/07/2015	Garza	Grace	F	H	50-59	Health Educator	FirstCare Health Plans	1
Fifith Preference								
05/13/2010	Bruegel	Jon	M	A	18-29			4
05/27/2015	Dickerson	Brent	M	A	30-39	Certified Financial Planner	Trinity Wealth Management	5
07/23/2015	McAnally	John	M	A	40-49	Engineer	AT&T	4
09/09/2014	Parr	Charles	M	A	50-59	Banker	American National Bank	2
Sixth Preference								
09/11/2014	Isom	Travis	M	A	18-29	Manager	Isom Company	3
04/28/2015	Quintanilla	David	M	H	40-49			4

Committee # 14 Citizens Traffic Commission — *Perm/Temp Board:* P

	Confidential	*Home*	*Business*			*Reappt Elig.*
Member Citizen **Barrett** **Mr. Danny**	N	*10508 Fremont* *Lubbock, TX 79423*	*Perdue, Brandon, Fielder* *1204 Ave R, #200* *Lubbock, TX 79401*	*Curr:* *2nd:* *1st:*	07/01/2014-07/01/2017 07/01/2011-07/01/2014	*N*
Email: dbarrett@pbfcm.com	N	*8067891413*	*8067445091* *dbarrett@pbfcm.com*	*Fax:*	*8067449953*	
Member Citizen **Bates** **Mr. Bill**	Y	*1309 61st Street* *Lubbock, TX 79412*	*,*	*Curr:* *2nd:* *1st:*	07/01/2015-07/01/2018 09/27/2012-07/01/2015	*N*
Email: gittyupgo1@suddenlink.net	N Y	*(806) 763-8791* *(806) 548-0468*		*Fax:*		
Member Citizen **Duncan** **Mrs. Lynne**	N	*3720 64th Drive* *Lubbock, TX 79413*	*Wentz Orthodontics* *4013 84th Street* *Lubbock, TX 79423*	*Curr:* *2nd:* *1st:*	07/01/2015-07/01/2018	*Y*
Email: lynnedunc@yahoo.com	N	*8067960867*	*8067948124* *lynnedunc@yahoo.com*	*Fax:*		
Vice Chair Citizen **Finley** **Mr. Eric**	N	*8411 Uvalde Ave.* *Lubbock, TX 79423*	*University Medical Center* *4605 West Loop 289* *Lubbock, 79416*	*Curr:* *2nd:* *1st:*	07/01/2013-07/01/2016	*Y*
Email:	N	*8062246091*	*806-775-8644*	*Fax:*		
Member Citizen **Holland** **Ms. Paige**	Y	*4510 8th Street* *Lubbock, TX 79416*	*TTU - Athletics* *6th & Red Raider Ave* *Lubbock, TX 79409*	*Curr:* *2nd:* *1st:*	07/01/2013-07/01/2016 10/25/2012-07/01/2013	*Y*
Email:	Y	*8065351699*	*8067421195*	*Fax:*	*8067421192*	
Member Citizen **Madison** **Mr. Russell**	N	*6216 110th* *Lubbock, TX 79424*	*Calvert Home Health* *Care, Ltd.* *10207 Indiana Ave* *Lubbock, TX 79423*	*Curr:* *2nd:* *1st:*	07/01/2015-07/01/2018 07/01/2012-07/01/2015 07/01/2009-07/01/2012	*N*
Email: russtu11@gmail.com	Y	*(806) 777-7938*	*(806) 747-8972* *russtu11@gmail.com*	*Fax:*	*(806) 747-8965*	
Chair Citizen **Ramirez** **Mr. Christopher**	N	*3608 38th Street* *Lubbock, TX 79413*	*Suddenlink* *6013 63rd Street* *Lubbock, TX 79424*	*Curr:* *2nd:* *1st:*	07/01/2015-07/01/2018 07/01/2012-07/01/2015	*Y*
Email: christopher.ramirez@suddenlink.cor	N	*8069287549*	*8067716000* *christopher.ramirez@suddenlink.com*	*Fax:*		
Member Citizen **Ramirez** **Ms. Rebecca**	Y	*4501 Brownfield Dr* *#213* *Lubbock, TX 79410*		*Curr:* *2nd:* *1st:*	07/01/2014-07/01/2017 07/23/2013-07/01/2014	*Y*
Email: brttu2001@yahoo.com	Y Y	*8066380548* *8066380548*	*8067451021* *rebecca.ramirez@ttuhsc.edu*	*Fax:*	*8064741809*	
Member Citizen **Williams** **Mr. Maurice**	Y	*220 Redbud Avenue* *Lubbock, TX 79403*		*Curr:* *2nd:* *1st:*	07/01/2014-07/01/2017 07/26/2012-07/01/2014	*N*

Committee #	14	Citizens Traffic Commission	Perm/Temp Board:	P

	Confidential	Home	Business	Reappt Elig.
Email:	Y	8067445496	Fax:	


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.