City of Lubbock, Texas
Regular City Council Meeting
Thursday, March 24, 2016

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

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

http://www.mylubbock.us

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

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

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

1:30 p.m. -- City Council convenes in work session in Room 103 in City Hall to consider items 1.-1.3. At the completion of the work session, City Council then recesses into executive session to consider items 2.-2.4.3.

5:15 p.m. -- City Council reconvenes in open session in the City Council Chambers to consider items 3.-7.11.

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

1. 1. Discuss and hear a presentation from the College Baseball Foundation to give an update on the College Baseball Hall of Fame, including, funding, construction status and timeline.

1. 2. Discuss and hear a presentation from Perkins + Will on facade concepts and renderings of the Citizen's Tower, formerly known as the Omni Building located at 1208 14th Street and the City Hall facilities at 1625 13th Street, and receive an update on the project.

1. 3. Discuss and hear a report by the City Manager on the needs analysis of staffing levels within the City of Lubbock organization conducted pursuant to Resolution No. 2015-R0362, October 22, 2015.

2. **Executive Session**

2. 1. Hold an executive session in accordance with Texas Government Code 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Junked Vehicle Compliance Board, Lake Alan Henry Board of Appeals, Urban Design and Historic Preservation Commission, Urban Renewal and Neighborhood Redevelopment Commission, and Water Board of Appeals.

2. 2. 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. 2. 1. No. 3094-2013- In the Municipal Court of the City of Lubbock, Texas - *City of Lubbock v. 1913 Baylor Avenue.*

2. 2. 2. Discuss Chapter 43 and Section 212.172 of the Texas Local Government Code in regard to annexation.

2. 2. 3. *United States of America v. City of Lubbock, Texas* filed in the Northern District of Texas, Lubbock Division, Civil Action No: 5:15-cv-234

2. 3. Hold an executive session in accordance with Texas Government Code, Section 551.076, to discuss the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.

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

2. 4. 1. City Attorney

2. 4. 2. City Manager

2. 4. 3. City Secretary

3. **Proclamations and Presentations**

3. 1. Invocation by Pastor Jackie White, Church on the Rock

3. 2. Pledges of Allegiance

3. 3. Presentation of a Special Recognition to Voice of Hope in recognition of Sexual Assault Awareness Month and in recognition of the annual Walk A Mile In Her Shoes public event.

3. 4. Presentation of a Special Recognition honoring the 38th Annual Lubbock Arts Festival to be held April 15-17, 2016.

3. 5. Presentation of a Special Recognition for the annual ABC Pro Rodeo.

3. 6. Presentation of a Special Recognition declaring March 28th - April 2nd as National Community Development Week.

3. 7. Presentation of a Special Recognition declaring the month of April as Fair Housing Month.

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. February 11, 2016 Regular City Council Meeting
February 16, 2016 Special City Council Meeting
February 25, 2016 Regular City Council Meeting

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

6. 1. **Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2016-O0041Amendment 17 amending the FY 2015-16 budget for municipal purposes respecting the Lubbock Power and Light (LP&L) Capital Program to amend Capital Improvement Project (CIP) 92373, Dispatch Control Room Upgrade/Remodel; establish CIP 92428, T&D Center Renovations; amend CIP 92319, Transmission Loop; amend CIP 92402, Chalker Capacity Upgrade; establish CIP 92429, Line Extension for Large Commercial Customer; providing for filing; and providing for a savings clause.

6. 2. **Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2016-O0039 Amendment 18 amending the FY 2015-16 budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project 92312, Bailey County Well Field Disinfection System; providing for filing; and providing for a savings clause.

6. 3. **Ordinance Amendment 1st Reading - Accounting:** Ordinance amending Chapter 18, Taxation, of the Lubbock Code of Ordinances, providing for the amendment of such code regarding sales tax.

6. 4. **Ordinance 2nd Reading - City Secretary:** Consider Ordinance 2016-O0040 declaring the unopposed candidate in the May 7, 2016, General City Election to fill a vacancy in City Council District 6 to be elected to office; canceling the Election; providing a savings clause; and providing an effective date.

6. 5. **Ordinance 1st Reading – Right-of-Way:** Consider an ordinance abandoning and closing a two-foot wide underground street light cable easement on Lot 55, The Estates at Vintage, an addition to the City of Lubbock, Lubbock County, Texas located at 4808 120th Street.

6. 6. **Ordinance 1st Reading – Right-of-Way:** Consider an ordinance abandoning and closing a five-foot underground utility easement located in Lot 5, Lewis Estates an addition to the City of Lubbock, Lubbock County, Texas located at 5227 21st Street.

6. 7. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute an alley-use-license with US Lubbock Commercial, LLC., to use a portion of a dedicated alley for three fire escape stairs.

6. 8. **Resolution - Water Resources:** Consider a resolution authorizing the Mayor to execute contract 12749 with Massey Irrigation for Center Pivot Replacement at the Lubbock and Wilson Farms, ITB 16-12749-SS.

6. 9. **Resolutions - Water Resources:** Consider two resolutions authorizing the Mayor to execute contract 12748 with Jerry Weaver and contract 12798 with Brandon Patschke for hay harvesting services at the Lubbock Land Application Site (LLAS), ITB 16-12748-SS.

6. 10. **Resolution - Water Resources:** Consider a resolution authorizing the Mayor to execute contract 12743 with STP Well Service, LLC., for well maintenance and repair services for the Lubbock and Hancock Land Application Sites, ITB 16-12743-JM.

6. 11. **Resolution – Utility and Street Maintenance:** Consider a resolution authorizing the Mayor to execute contract 12711 with Lone Star Dirt & Paving, LTD., for concrete patching, ITB 16-12711-TF.

6. 12. **Resolution – Utility and Street Maintenance:** Consider a resolution authorizing the Mayor to execute contract 12716 with Lone Star Dirt & Paving, LTD., for asphalt patching, ITB 16-12716-TF.

6. 13. **Resolution - Utility and Street Maintenance:** Consider a resolution authorizing the Mayor to execute contract 12715 with Pavement Restoration, Inc., for the asphalt rejuvenation program.

6. 14. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Change Order 1 with Allen Butler Construction, Inc., for the addition of a sewer line stub out for Avenue T for the 98th Street from University Avenue to Interstate 27 Project, ITB 15-12265-PD.

6. 15. **Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute Amendment 2 to the professional services contract 11738 with Cox Dirks Architects, P.C. (CDA) for the renovations of the new Lubbock Senior Center located at 2001 19th Street.

6. 16. **Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute contract 12664 with Teche Contracting, LLC., for the emergency generator installation at the Lubbock Business Center located at 1301 Broadway, RFP 16-12664-JM.

6. 17. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute purchase order contract 36420 with Mythics, Inc., for the purchase of software to extend the existing JDE Financial system to manage capital assets.

6. 18. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute purchase order contract 31026634 with Hurst Farm Supply for the purchase of a tractor for the Land Application department, ITB 16-126703-SS.

6. 19. **Resolutions - Parks and Recreation:** Consider two resolutions authorizing the Mayor to execute contract 12773 with Pevey Lawn & Landscape Inc. and contract 12694 with Ground Effects for parks turf maintenance, ITB 16-12694-KK.

6. 20. **Resolution - City Manager:** Consider a resolution authorizing the Mayor to grant a nine month extension to the College Baseball Foundation's Commitment Agreement for construction preparation for the College Baseball Hall of Fame, as provided in the Second Amendment to Commitment Agreement between the City of Lubbock and the College Baseball Foundation.

6. 21. **Resolution - Police:** Consider a resolution authorizing the Police Chief to accept a grant from Walmart for $4,000 to go towards the building of vintage police vehicles.

6. 22. **Resolution - Police:** Consider a resolution authorizing the Mayor to execute for and on behalf of the City of Lubbock, Purchase Order Number 10015941 for the purchase of scheduling software as per GSA Contract GS-35F-0051X, by and between the City of Lubbock and Visual Computer Solutions, Inc., (VCS) and related documents.

6. 23. **Resolution - Vector Control:** Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with Lubbock County for vector control services.

7. **Regular Agenda**

7. 1. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3280, a request of Jess Lovi, Jr., for a zoning change from R-1 to M-1 on Lot 26, James Sub Addition, 1303 East 52nd Street, and consider an ordinance.

7. 2. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 2871-D, a request of Stellar Development Company for a zoning change from C-3 to A-2 on 4.773 acres of unplatted land out of Block AK, Section 28, 5902 98th Street, and consider an ordinance.

7. 3. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3281, a request of Alliance Realty Services, for Yates II by LC, for a zoning change from T, C-2A, and C-3 to IHC on Tract 1-C, Tract 1-D, south 15 feet of Tract 1-B and Tract 1-A, less 4 feet east of 170 feet north, Snow Davis Addition, and 7.0456 acres of unplatted land, Section 44, Block AK, Southeast corner of 19th Street and West Loop 289, and consider an ordinance.

7. 4. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 2543-F, a request of Linda Wall for a zoning change from R-1 Specific Use to AM on Lot 30, Colonial Heights, 2002 98th Street, and consider an ordinance.

7. 5. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3058-A, a request of Hugo Reed and Associates, Inc., for Ford Development, for a zoning change from R-1 Specific Use to A-2 and R-1 Specific Use on 92.3 acres of unplatted land out of Block AK, Sections 35 and 38, 6515, 6517, and 6801 50th Street, and consider an ordinance.

7. 6. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 2995-S, a request of Jake R. Seideman, for C & G Ventures, LP, for a zoning change from T and C-3 to C-3 and M-1 Specific Use on 1.397 acres of unplatted land out of Block AK, Section 30, 7906 Milwaukee Avenue, and consider an ordinance.

7. 7. **Resolution - Mayor Pro Tem Jim Gerlt:** Consider a resolution directing the City Staff to prepare a revised survey and a revised service plan in connection with the proposed annexation of 2,394 acres generally located between one-half mile east of CR 2200 (University Avenue) and approximately CR 1700 (Milwaukee Avenue), from the existing southern city limits to approximately 660 feet south of CR 7500.

7. 8. **Ordinance 1st Reading - Accounting:** Consider an ordinance providing for the issuance of City of Lubbock, Texas, Electric Light & Power System Revenue Bonds, Series 2016; providing for the award of the sale thereof in accordance with specified parameters; approving the official statement; approving execution of a purchase contract; and enacting other provisions relating thereto.

7. 9. **Ordinance 1st Reading - Accounting:** Consider an ordinance providing for the issuance of City of Lubbock, Texas, Tax and Waterworks System Surplus Revenue Certificates of Obligation, Series 2016; Levying a tax and pledging surplus waterworks system revenues in payment thereof; providing for the award of the sale thereof in accordance with specified parameters; approving the official statement; approving execution of a purchase contract; and enacting other provisions relating thereto.

7. 10. **Ordinance 1st Reading - Accounting:** Consider an ordinance providing for the issuance of City of Lubbock, Texas, General Obligation Refunding Bonds, Series 2016; levying a tax in payment thereof; providing for the award of the sale thereof in accordance with specified parameters; approving the official statement; approving execution of a purchase contract and escrow agreement; and enacting other provisions relating thereto.

7. 11. **Board Appointments - City Secretary:** Consider one appointment to the Animal Services Advisory Board, one appointment to the Appointments Advisory Board, one appointment to the Civic Lubbock, Inc. Board of Directors, one Community Development and Services Board, one appointment to the Junked Vehicle Compliance Board, one appointment to the Keep Lubbock Beautiful Advisory Committee, four appointments to the Lake Alan Henry Board of Appeals, four appointments to the Park and Recreation Board, one appointment to the Urban Design and Historical Preservation Commission, two appointments to the Urban Renewal and Neighborhood Redevelopment Commission, two appointments to the Veterans Advisory Committee, and four appointments to the Water Board of Appeals.

City of
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BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, MARCH 24, 2016 - EXECUTIVE

Officer of City		Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
*	1	JUNKED VEHICLE COMPLIANCE BOARD	LAURENT, REBECCA	5/1/2016	N/A		REPLACE	N/A
*	2	LAKE ALAN HENRY BOARD OF APPEALS	CARSON, RESA	5/8/2016		LUBBOCK CITIZEN	REAPPOINT	Y
			MOOSE, RONALD	5/8/2016	N/A	LAKE ALAN HENRY PROPERTY OWNER	REPLACE	N/A
			OLIVER, TIM	5/8/2016		LUBBOCK CITIZEN	REAPPOINT	Y
			RILEY, NOLAN	5/8/2016	N/A	LAKE ALAN HENRY PROPERTY OWNER	REPLACE	N/A
*	3	URBAN DESIGN & HISTORIC PRESERVATION COMMISSION	CRAIG, CODY	2/1/2016	50%	BUILDER	REAPPOINT	Y
*	4	URBAN RENEWAL & NEIGHBORHOOD REDEVELOPMENT COMMISSION	BOWLEY, BRYCE	2/1/2016	N/A	ACCOUNTANT	REPLACE	N/A
			PUTTEET, JANIS	2/1/2016	N/A	CITIZEN	REPLACE	N/A
*	5	WATER BOARD OF APPEALS	BASOM, WILLIAM	5/1/2016		GOVERNMENTAL WATER ENTITY	REAPPOINT	Y
			FRIEND, SIDNEY	5/1/2016	N/A	WATER USER	REPLACE	N/A
			McLARTY, HARVEY	5/1/2016	N/A	LICENSED IRRIGATOR	REPLACE	N/A
			TAYLOR, JAY	5/1/2016		CITIZEN	REAPPOINT	Y

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

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
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
01/15/2015	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
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

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
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
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
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
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
08/08/2013	Walz	Donna	Female	Anglo				5
12/01/2006	Walz	John	Male	Anglo	60+	Attorney	Retired	5
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

JUNKED VEHICLE COMPLIANCE BOARD

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	78.6%	60.0% (3)
Hispanic	32.6%	27.6%	9.8%	40.0% (2)
African-American	8.7%	7.4%	8.3%	0.0% (0)
Other	3.7%	4.0%	3.3%	20.0% (1)
GENDER				
Male	49.3%	48.9%	72.6%	80.0% (4)
Female	50.7%	51.1%	27.4%	20.0% (1)
GEOGRAPHIC DISTRIBUTION				
District 1	17.1%	17.6%	8.3%	0.0% (0)
District 2	16.2%	15.3%	4.8%	0.0% (0)
District 3	15.5%	14.5%	12.5%	20.0% (1)
District 4	16.6%	17.2%	19.6%	20.0% (1)
District 5	18.3%	18.6%	34.0%	60.0% (3)
District 6	16.1%	16.8%	18.2%	0.0% (0)
Other/Unknown	0.0%	0.0%	2.6%	0.0% (0)

PURPOSE:
Permanent board with Officer of City status. Holds required public hearings prior to the removal of junk vehicles as nuisances under Chapter 16, Article XIII of the Code of Ordinances, when hearings are requested by owners/occupants of premises affected or by the zoning and environmental control administrator of the City of Lubbock.

QUALIFICATIONS: All members appointed shall be resident citizens of Lubbock at the time of their appointment and during their term of office.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Laurent, Rebecca (F,H,3)	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To replace Rebecca Laurent:
Christina Martinez (F,H,3) Texas Tech University

City of Lubbock
Board and Commision Recruiting Database

Updated: 2/23/2016

Junked Vehicle Compliance Board

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
01/13/2016	Martinez	Christina	F	H	40-49	Sr. Business Assistant	Texas Tech University	3
Second Preference								
Third Preference								
05/13/2010	Davidson	Lea	F	A	50-59	Coordinator Special Events	Texas Tech University	3
Fourth Preference								
Fifith Preference								
Sixth Preference								

Committee # 45 Junked Vehicle Compliance Board — Perm/Temp Board: P

	Confidential	Home	Business			Reappt Elig.
Member Citizen **Gilbert** **Mr. Zachary**	N	*5525 109th St* *Lubbock, TX 79424*	*PlainsCapital Bank* *5010 University Ave* *Lubbock, TX 79413*	*Curr:* *2nd:* *1st:*	10/22/2015-05/01/2017	*Y*
Email: zach.gilbert@plainscapital.com	N	*(432) 770-5642*	*(806) 791-7107* *zach.gilbert@plainscapital.com*	*Fax:*		
Member Citizen **Karr** **Mr. Roger**	N	*4222 97th Place* *Lubbock, TX 79423*	*American National Bank* *5905 82nd Street, Suite 103* *Lubbock, TX 79434*	*Curr:* *2nd:* *1st:*	05/01/2015-05/01/2017	*Y*
Email: roger.karr@anb.com	N	*8067977112*	*8067127000*	*Fax:*		
Member Citizen **Laurent** **Ms. Rebecca**	Y	*2706 60th Street* *Lubbock, TX 79413*	*The Music Studio* *2706 60th Street* *Lubbock, TX 79413*	*Curr:* *2nd:* *1st:*	05/01/2014-05/01/2016	*Y*
Email: msbecki@gmail.com	Y Y	*8067961535* *8067788746*		*Fax:*		
Member Citizen **Metcalf** **Mr. Kurt**	Y	*5713 76th* *Lubbock, TX 79424*	*Overton Hotel* *2322 Mac Davis Ln.* *Lubbock, TX 79401*	*Curr:* *2nd:* *1st:*	05/01/2014-05/01/2016	*Y*
Email: kurtmetcalf@overtonhotel.com	N	*(806) 319-3449*	*(806) 776-7011* *kurtmetcalf@overtonhotel.com*	*Fax:*	*(806) 776-7003*	
Member Citizen **Ruiz** **Mr. Pete**	Y	*6908 86th Street* *Lubbock, TX 79424*	*Matador Motors* *5901 34th Street* *Lubbock, TX 79407*	*Curr:* *2nd:* *1st:*	05/01/2015-05/01/2017	*Y*
Email:	Y Y	*8067993150* *8067873800*	*8066877300*	*Fax:*		

Lake Alan Henry Board of Appeals

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	78.6%	85.7% (6)
Hispanic	32.6%	27.6%	9.8%	0.0% (0)
African-American	8.7%	7.4%	8.3%	0.0% (0)
Other	3.7%	4.0%	3.3%	14.3% (1)
GENDER				
Male	49.3%	48.9%	72.6%	71.4% (5)
Female	50.7%	51.1%	27.4%	28.6% (2)
GEOGRAPHIC DISTRIBUTION				
District 1	17.1%	17.6%	8.3%	0.0% (0)
District 2	16.2%	15.3%	4.8%	0.0% (0)
District 3	15.5%	14.5%	12.5%	0.0% (0)
District 4	16.6%	17.2%	19.6%	0.0% (0)
District 5	18.3%	18.6%	34.0%	42.9% (3)
District 6	16.1%	16.8%	18.2%	28.6% (2)
Other/Unknown	0.0%	0.0%	2.6%	28.6% (2)

PURPOSE:
Review applications for permits for new construction or requests for variances to exisiting construction within (i) the Restrictive Easement, as to matters set forth in the Regulations for New Construction or Variance; (ii) the Flood Easement and Restrictive Easement, as to matters set forth in the Lake Alan Henry Erosion Control Plan; and (iii) the Lake, as solely concerns platforms.

QUALIFICATIONS: Three members shall be resident citizens of Lubbock at the time of their appointment and during their term of office. Three members shall be property owners at Lake Alan Henry at the time of their appointment and during their term of office. One member shall be a resident citizen of Lubbock and a property owner at Lake Alan Henry at the time of their appointment and during their term of office.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Carson, Resa (F,A,5)	LBB Citizen	33%[1]	Y	Reappoint
Moose, Ronald (M,A,7)	LAH Property Owner	N/A	N/A	Replace
Oliver, Tim (M,A,6)	LBB Citizen	100%	Y	Reappoint
Riley, Nolan (M,A,7)	LAH Property Owner	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To reappoint Resa Carson and Tim Oliver

[1] Ms. Carson attended 1/3 meetings, and all absences are excused.

LAKE ALAN HENRY BOARD OF APPEALS – CONTINUED:
To replace Ronald Moose and Nolan Riley:
Jerry Andrus (Application Pending)
Martin Gill (M,A,7) Martin Gill's Heating & Air, LLC.
Jeff Jones (Application Pending)
Yvette McCabe (Application Pending)

STAFF RECOMMENDATIONS:
Jerry Andrus (Application Pending)
Jeff Jones (Application Pending)
Yvette McCabe (Application Pending)

City of Lubbock
Board and Commision Recruiting Database

Updated: **2/23/2016**

Lake Alan Henry Board of Appeals

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
01/15/2015	Gill	Martin	M	A	30-39	Self	Martin Gill's Heating & Air, LLC	7
08/03/2004	Seideman	Cyd	F	A	50-59	CPA	Beakley & Assoc	3
Second Preference								
Third Preference								
Fourth Preference								
Fifith Preference								
01/22/2015	Patton	Glenn	M	A	50-59			3
Sixth Preference								
06/16/2015	Medrano	Johnnie	M	H	30-39	Branch Manager	PlainsCapital Bank	5

Committee # 53 Lake Alan Henry Board of Appeals — *Perm/Temp Board:* P

	Confidential	Home	Business			Reappt Elig.
Member Citizen **Carson** **Ms. Resa**	Y	*10002 York* *Lubbock, Texas 79424*	*Resa's K-9 Salon* *8004 Indiana suite A3A* *Lubbock, Texas 79423*	*Curr:* *2nd:* *1st:*	02/26/2015-05/08/2016	*Y*
Email: rchott@sbcglobal.net	Y Y	*(806) 783-8557* *(806) 777-3084*	*(806) 793-9191* *rchott@sbcglobal.net*	*Fax:*	*(806) 783-8557*	
Chair LAH PROPERTY OWNER **Duncan** **Mr. Ray**	N	*6010 101st Street* *Lubbock, TX 79424*		*Curr:* *2nd:* *1st:*	05/08/2015-05/08/2017 05/08/2013-05/08/2015 05/08/2011-05/08/2013	*N*
Email: rayatthelake@gmail.com	N N	*8067991973* *8065488121*	*rayatthelake@gmail.com*	*Fax:*		
Member LBB Citizen & LAH Property Ow **Manning** **Mrs. Lori**	Y	*9 Whisperwood Cir* *Lubbock, Texas 79416*	*RE/MAX Lubbock* *4703 S. Loop 289* *Lubbock, Texas 79424*	*Curr:* *2nd:* *1st:*	10/22/2015-05/08/2017	*Y*
Email: lmanning@remaxlubbock.com	Y Y	*8067770222* *8067770222*	*(806) 799-4200* *lmanning@remaxlubbock.com*	*Fax:*		
Member LAH PROPERTY OWNER **Moose** **Mr. Ronald**	N	*4403 Woodhollow Dr.* *Midland, TX 79707*	*Power Line Services* *1031 Andrews Hwy. Ste 450* *Midland, TX 79701*	*Curr:* *2nd:* *1st:*	05/08/2014-05/08/2016 08/23/2012-05/08/2014	*N*
Email: rmoose@tesscousa.com	N N	*0000000000* *4325573156*	*4326821991* *rmoose@tesscousa.com*	*Fax:*	*4326868971*	
Vice Chair Citizen **Oliver** **Mr. Tim**	Y	*1704 Norwich* *Lubbock, TX 79416*	*Oliver Landscape* *P.O. Box 16406* *Lubbock, TX 79490*	*Curr:* *2nd:* *1st:*	05/08/2014-05/08/2016	*Y*
Email:	Y	*8067926599*	*8067881883*	*Fax:*		
Member LAH PROPERTY OWNER **Riley** **Dr. Nolan**	N	*803 A Quail Road* *Lubbock, TX 79407*	*8067931927* *3104 Indiana Avenue* *Lubbock, TX 79410*	*Curr:* *2nd:* *1st:*	05/08/2014-05/08/2016 05/08/2012-05/08/2014 03/22/2011-05/08/2012	*N*
Email: nolanrileyod@gmail.com	N N	*(806) 793-1927* *(806) 252-0299*	*nolanrileyod@gmail.com*	*Fax:*	*(806) 793-1927*	
Member Citizen **St.Clair** **Mr. Christopher**	N	*9103 Salisbury Avenue* *Lubbock, TX 79424*	*United Supermarkets, LLC* *7830 Orlando Avenue* *Lubbock, TX 79424*	*Curr:* *2nd:* *1st:*	10/22/2015-05/08/2017	*Y*
Email: chris@stclairs.net	Y Y	*(806) 698-8954* *(806) 438-7402*	*(806) 791-7462* *cstclair@unitedtexas.com*	*Fax:*		

URBAN DESIGN & HISTORIC PRESERVATION COMMISSION

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	78.6%	81.8% (9)
Hispanic	32.6%	27.6%	9.8%	9.1% (1)
African-American	8.7%	7.4%	8.3%	9.1% (1)
Other	3.7%	4.0%	3.3%	0.0% (0)
GENDER				
Male	49.3%	48.9%	72.6%	63.6% (7)
Female	50.7%	51.1%	27.4%	36.4% (4)
GEOGRAPHIC DISTRIBUTION				
District 1	17.1%	17.6%	8.3%	9.1% (1)
District 2	16.2%	15.3%	4.8%	9.1% (1)
District 3	15.5%	14.5%	12.5%	9.1% (1)
District 4	16.6%	17.2%	19.6%	36.4% (4)
District 5	18.3%	18.6%	34.0%	18.2% (2)
District 6	16.1%	16.8%	18.2%	18.2% (2)
Other/Unknown	0.0%	0.0%	2.6%	0.0% (0)

PURPOSE:
Permanent advisory board with officer of city status serves as advisory committee to Planning and Zoning Commission; recommends buildings, structures, sites, districts, areas and lands within city which may be eligible for designation as historic landmarks and historic landmark districts and reviews applications for rehabilitation, renovation or expansion of landmark buildings.

QUALIFICATIONS: Seven representatives shall possess special interest, knowledge or expertise in architecture, urban planning, history or political science, archeology or paleontology, sociology or anthropology, building construction, and landscape architecture. Four members shall be at large residents within the city of Lubbock. All members must possess knowledge and experience in the architectural, landscape architectural, archeological, cultural, social, economic, ethnic or political history of Lubbock.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Craig, Cody (M,A,5)	Builder	50%[1]	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To reappoint Cody Craig

[1] Mr. Craig attended 3/6 meetings, and his absences were excused

City of Lubbock
Board and Commision Recruiting Database

Updated: **3/9/2016**

Urban Design/Historic Preservation Commission

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
Second Preference								
03/08/2016	Harpster	Nick	M	A	40-49	College Instructor	Vista College	1
Third Preference								
Fourth Preference								
Fifith Preference								
Sixth Preference								

Committee # 27 Urban Design/Historic Preservation Commission — Perm/Temp Board: P

	Confidential	Home	Business			Reappt Elig.
Member Citizen **Adams** **Mr. Charles**	Y	*601 Avenue J* *Lubbock, TX 79401*	*Charles Adams Gallery* *4210 82nd Street* *Lubbock, TX 79423*	*Curr:* *2nd:* *1st:*	02/01/2014-02/01/2016 02/01/2012-02/01/2014 02/01/2010-02/01/2012	*N*
Email: lubbart@yahoo.com	Y	*8062529939*	*8067881008* *lubbart@yahoo.com*	*Fax:*		
Member Citizen **Bloodworth** **Mr. David**	Y	*3704 69th St* *Lubbock, TX 79413*	*RE/MAX Lubbock* *4703 S Loop 289* *Lubbock, TX 79424*	*Curr:* *2nd:* *1st:*	02/01/2016-02/01/2018 10/23/2014-02/01/2016	*N*
Email: dbloodworth@remaxlubbock.com	Y Y	*(806) 632-3244* *(806) 632-3244*	*(806) 785-8309* *dbloodworth@remaxlubbock.com*	*Fax:*		
Member Citizen **Clark** **Ms. Melanie**	Y	*6712 8th St* *Lubbock, TX 79416*	*806-834-5377* *Box 42091* *Lubbock, TX 79409*	*Curr:* *2nd:* *1st:*	02/01/2015-02/01/2017	*Y*
Email: melanie.clark@ttu.edu	Y Y	*(806) 252-2300* *(806) 252-2300*	*melanie.clark@ttu.edu*	*Fax:*		
Member Builder **Craig** **Mr. Cody**	Y	*11504 Topeka Ave.* *Lubbock, Texas 79424*	*Cody Craig Custom Homes* *11504 Topeka Ave.* *Lubbock, Texas 79424*	*Curr:* *2nd:* *1st:*	12/18/2014-02/01/2016	*Y*
Email: cody@codycraighomes.com	Y Y	*(806) 281-4402* *(806) 281-4402*	*(806) 281-4402* *cody@codycraighomes.com*	*Fax:*		
Member Planner **Henry** **Ms. Jane**	Y	*5233 20th Street* *Lubbock, TX 79407*	*Jane U. Henry Design* *5233 20th Street* *Lubbock, Texas 79407*	*Curr:* *2nd:* *1st:*	02/01/2014-02/01/2016 08/08/2012-02/01/2014	*Y*
Email: juhenrydesign@gmail.com	Y	*(806) 780-1111*	*(806) 780-1111* *juhenrydesign@gmail.com*	*Fax:*		
Member Architect **Hernandez** **Mr. Abel**	Y	*608 N. Vinton Avenue* *Lubbock, Texas 79416*	*Parkhill, Smith & Copper, Inc.* *4222 85th Street* *Lubbock, Texas 79423*	*Curr:* *2nd:* *1st:*	02/01/2015-02/01/2017	*Y*
Email: abcc11@sbcglobal.net	Y Y	*(806) 747-8092* *(806) 407-2272*	*(806) 473-2200* *ahernandez@team-psc.com*	*Fax:*		
Member Archeologist/Palentologist **Mueller** **Mr. Bill**	Y	*5020-D Kenosha Ave* *Lubbock, TX 79413*	*Texas Tech Museum* *3301 4th Street* *Lubbock, TX 79415*	*Curr:* *2nd:* *1st:*	02/01/2014-02/01/2016 04/26/2012-02/01/2014	*Y*
Email: mueller.bd@gmail.com	Y Y	*(806) 787-9551* *(806) 787-9551*	*8067422442* *bill.mueller@ttu.edu*	*Fax:*	*8067421136*	
Member Landscape Architect **Nash** **Mr. Paul**	Y	*3208 27th St* *Lubbock, TX 79410*	*Paul Nash & Associates, Inc.* *12108 Slide Road* *Lubbock, TX 79424*	*Curr:* *2nd:* *1st:*	02/01/2016-02/01/2018 02/27/2014-02/01/2016 09/14/1995-09/14/1997	*N*
Email: nash@door.net	Y N	*(806) 799-8794* *(806) 543-7733*	*8067930047*	*Fax:*		
Member Citizen **Nathan** **Ms. Jeanette**	Y	*2113 E. 29th Street* *Lubbock, TX 79404*		*Curr:* *2nd:* *1st:*	02/01/2016-02/01/2018 02/01/2014-02/01/2016 03/09/2012-02/01/2014	*N*

Committee # 27	Urban Design/Historic Preservation Commission	Perm/Temp Board: P

	Confidential	Home	Business			Reappt Elig.
Email: jxnath1142@yahoo.com	Y	8067825660	jxnath1142@yahoo.com	Fax:		
Member History / Political Science **Scott** **Mrs. Gretchen**	Y	4012 69th Street Lubbock, TX 79413		Curr: 2nd: 1st:	02/01/2015-02/01/2017	Y
Email: gretchen@wmrsco.com	Y	8067915456		Fax:		
Member Sociology / Anthropologist **Ward** **Mr. Dallas**	Y	7001 Utica Ave Lubbock, TX 79424	Lubbock Lake Landmark 2401 Landmark Drive Lubbock, TX 79415	Curr: 2nd: 1st:	02/01/2016-02/01/2017	Y
Email: dallas.c.ward@ttu.edu	Y N	8064743517 8064743517	(806) 834-6136 dallas.c.ward@ttu.edu	Fax:		

URBAN RENEWAL / NEIGHBORHOOD REDEVELOPMENT COMMISSION

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	78.6%	88.9% (8)
Hispanic	32.6%	27.6%	9.8%	11.1% (1)
African-American	8.7%	7.4%	8.3%	0.0% (0)
Other	3.7%	4.0%	3.3%	0.0% (0)
GENDER				
Male	49.3%	48.9%	72.6%	66.7% (6)
Female	50.7%	51.1%	27.4%	33.3% (3)
GEOGRAPHIC DISTRIBUTION				
District 1	17.1%	17.6%	8.3%	11.1% (1)
District 2	16.2%	15.3%	4.8%	0.0% (0)
District 3	15.5%	14.5%	12.5%	11.1% (1)
District 4	16.6%	17.2%	19.6%	22.2% (2)
District 5	18.3%	18.6%	34.0%	55.6%(5)
District 6	16.1%	16.8%	18.2%	0.0% (0)
Other/Unknown	0.0%	0.0%	2.6%	0.0% (0)

PURPOSE:
Advisory board with Officer of City status. This board consists of two boards. Neighborhood Redevelopment Commission studies the need for neighborhood rehabilitation in older sections of Lubbock and makes recommendations of rehabilitation projects to be funded annually by the Community Development Program. Urban Renewal Board oversees the sale and conditions of sale of Urban Renewal lots and any items involving land owned by the Urban Renewal Agency.

QUALIFICATIONS: All members must be residents of the city of Lubbock. Six members shall be representatives of mortgage banking, residential construction, accounting, real estate, engineering, and legal. Three members shall be appointed from the general public with emphasis given to representatives of low and moderate income citizens and residents of target areas.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Bowley, Bryce (M,A,5)	Accountant	N/A	N/A	Replace
Putteet, Janis (F,A,3)	Citizen	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To replace Bryce Bowley:
Justin Pinkston (M,A,5) Howard, Cunningham, Houchin, & Turner LLP.
Lindi Stapp (F,A,4) Gary, Bowers, & Miller CPA's

URBAN RENEWAL & NEIGHBORHOOD REDEVELOPMENT COMMISSION – CONTINUED:

To replace Janis Putteet:

Clayton Ratterree (M,A,3) First Bank & Trust

Miles Seybert (M,A,3) First United Bank

CITY OF LUBBOCK
AND VOLUNTEER CENTER
REQUEST FOR BOARD/COMMISSION/AGENCY SERVICE

Name:	Pinkston	Justin	R	
	(Last)	(First)	(Middle)	(Nickname)
Home Address:	4715 109th Pl		City/Zip:	Lubbock/79424
Home Telephone:	(806) 317-2183	Resident of Lubbock:	11Years	Registered Voter: Yes

Occupation:	Certified Public Accountant (CPA)		
Business Name:	Howard, Cunningham, Houchin & Turner, LLP	City/Zip:	Lubbock/79424
Business Address	6901 Quaker Ave, Suite 100	Fax Number:	(806) 791-4307
Business Telephone:	(806) 799-6699		

Demographics

Ethnic Background: Anglo Gender: Male Age: 30-39

Please list any experience (including involvement in other civic or community service organizations), education or interest that would qualify you to serve on a City board/commission/agency:

I served as a board member and treasurer for CASA of the South Plains from January 2014 through March 2015.

~~Please list any prior service on a Board and/or Commission for the City of Lubbock.~~

Please indicate your first, second, and third preference for below using the number beside such board/commission/agency. If you would like a brief description of the functions of the boards/commissions/agencies listed below, please call the City Secretary's Office at 775-2026. The designation "OC" indicates members of such board or commission are considered Officers of the City. Such boards and commission are authorized to make binding decisions on behalf of the City. If you have no preference, indicate this by placing a check (√) here: ☑ (Note: Outside Agencies listed on next page.)

BOARD PREFERENCES: **1** **2** **3** **4** **5** **6**

ADVISORY BOARDS AND COMMISSIONS

1	Airport Board	13	Keep Lubbock Beautiful Advisory Committee
32	Animal Services Advisory Board	53	Lake Alan Henry Board of Appeals(OC)
73	Annexation & Growth Advisory Committee	17	Libraries Board(OC)
2	Appointments Advisory Board	41	Lubbock Water Advisory Commission
39	Audit Committee	50	Model Codes & Construction Advisory Board
4	Board of Health	47	Museum & Art Standing Sub-Committee
5	Building Board of Appeals(OC)	61	North Point Public Improvement District (PID)
14	Citizens Traffic Commission	20	Park and Recreation Board
8	Community Development & Services Board	21	Permit and License Appeal Board(OC)
37	Cultural Arts Grants Review Standing Sub-Committee	22	Planning and Zoning Commission(OC)
44	Electric Utility Board-Charter(OC)	24	Public Transit Advisory Board
75	Emergency Medical Service Advisory Committee	69	Quincy Park Public Improvement District Advisory Board
9	Firemen's/Policemen's Civil Service Commission(OC)	26	Structural Standards Commission(OC)
12	Joint Airport Zoning Board(OC)	27	Urban Design/Historic Preservation Commission(OC)
45	Junked Vehicle Compliance Board(OC)	19	Urban Renewal / Neighborhood Redevelopment Commission(OC)

After completing both sides, please return this form to City Secretary's Office, P.O.Box 2000, Lubbock, TX 79457

OUTSIDE AGENCIES:

6 Canadian River Municipal Water Authority(OC)
33 Central Business District Tax Increment Financing(OC)
7 Civic Lubbock Inc.
10 Health/Educational Facilities Development Corp(OC)
11 Housing Authority
16 Housing Finance Corporation
15 LECD Board of Managers(OC)
60 Lubbock Business Park TIF Reinvestment Zone(OC)
43 Lubbock Economic Development Alliance, Inc
18 Market Lubbock Economic Development Corporation
31 National Windmill Project, Inc.
74 North & East Lubbock Community Development Corporation (NE
35 North Overton Tax Increment Finance District(OC)
25 Reese Redevelopment Authority(OC)
29 StarCare Board of Trustees(OC)
30 West Texas Municipal Power Board(OC)

Do you know of any reason that may cause you to have a conflict of interest as a result of your service on any of the boards/

/ commissions/agencies on which you have requested to serve? Yes ☐ No ☑

If yes, please explain:

PERSONAL AND PROFESSIONAL REFERENCES: (Please give name and phone number)

1.	Cunningham, Mike	(806) 535-7557	(806) 799-6699
2.	Boydstun, Ginger	(806) 535-1467	(806) 687-2955
3.	Wooten, Timothy	(806) 239-2453	(806) 799-6699

The Volunteer Center refers potential board candidates to nonprofit organizations in the community. The Volunteer Center acts only as a referral agency and cannot place or appoint people to boards. Registering for the Board Bank does not obligate an individual to accept any board position, nor does a referral guarantee an appointment to a board. Acceptance of a nomination to a board is by mutual agreement of the individual and the agency.

AREAS OF INTEREST

1	Community Planning(1100)	13	Symphony(1729)	25	Alcohol Abuse(2903)
2	Crime(1106)	14	Health(1800)	26	Drug Abuse(2903)
3	Employment Job Training(1308)	15	Aging(1810)	27	Child Abuse(2906)
4	Education(1400)	16	Hospice/Terminally Ill(1818)	28	Housing(2910)
5	Child Care(1406)	17	Mental Health(1826)	29	Family Services(2911)
6	Illiteracy(1420)	18	Mental Retardation(1827)	30	Sexual Abuse(2920)
7	Emergency Assistance(1500)	19	AIDS(1846)	31	Women's Issues(2925)
8	Environment(1600)	20	Hearing Impaired(2109)	32	Youth/Teen(2926)
9	Art & Drama(1700)	21	Physically Handicapped(2109)	33	Spousal Abuse(2931)
10	Theater(1701)	22	Visually Impaired(2109)	34	Homelessness(2932)
11	Dance(1711)	23	Legal Assistance(2113)	35	Animal(3001)
12	Museum(1719)	24	Recreation(2600)	37	Other(9999)

Area Of Interest: Community Planning, Environment, Family Services, Health, Housing

I agree to have my name entered in (check either or both):

☑ **The City of Lubbock Board/Commisson/Agency Database**

☐ **The Volunteer Center of Lubbock Agency Board Bank**

I was referred by: Chad Hill Submitted via the Web on 04/28/2015

Signature

After completing both sides, please return this form to City Secretary's Office, P.O.Box 2000, Lubbock, TX 79457

City of Lubbock
Board and Commision Recruiting Database

Updated: **3/9/2016**

Urban Renewal / Neighborhood Redevelopment Commission

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
02/26/2016	Seybert	Miles	M	A	18-29	Banker	First United Bank	3
02/26/2016	Stapp	Lindi	F	A	30-39	CPA	Gary, Bowers & Miller, CPA's	4
Second Preference								
Third Preference								
02/04/2016	Ratterree	Clayton	M	A	30-39	Senior Credit Analyst	First Bank & Trust	3
Fourth Preference								
Fifith Preference								
08/26/2015	Uryasz	Steve	M	A	50-59	VP Banking	First United Bank	5
Sixth Preference								
07/02/2015	Miller	John	M	A	60+	Retired		4

Committee # 19 Urban Renewal / Neighborhood Redevelopment Commission — Perm/Temp Board: P

	Confidential	Home	Business			Reappt Elig.
Member Real Estate Agent **Ashe** **Mr. John**	Y	5424 89th Street Lubbock, TX 79424	Action Realtors 3602 Slide Road, B-320 Lubbock, TX 79414	Curr: 2nd: 1st:	03/01/2016-03/01/2018 03/27/2014-03/01/2016	N
Email: ja3602@hotmail.com	N N	8067943119 8065446992	8067932316 ja3602@hotmail.com	Fax:	8067850086	
Member Accountant **Bowley** **Mr. Bryce**	N	10206 York Ave Lubbock, TX 79424	Robinson Burdette Martin & Seright, LLP 9816 Slide Road, Suite 301 Lubbock, TX 79424	Curr: 2nd: 1st:	04/24/2014-03/01/2016	Y
Email: bbowley@rbmsllp.com	N N	(806) 543-1146 (806) 543-1146	(806) 762-7577 bbowley@rbmsllp.com	Fax:		
Member Citizen **Chapa** **Mr. David**	N	6824 Hyden Lubbock, TX 79424	texas tech Main & Flint Lubbock, TX 79409	Curr: 2nd: 1st:	03/01/2016-03/01/2018 03/01/2014-03/01/2016	N
Email: d.chapa@ttu.edu	N	(806) 783-0880	texas tech d.chapa@ttu.edu	Fax:	(806) 742-0147	
Secretary/Treasurer Citizen **Kiesling** **Ms. Juanita**	N	5111 97th St Lubbock, TX 79424	WestMark, Realtors 4105 84th St Lubbock, TX 79423	Curr: 2nd: 1st:	03/01/2015-03/01/2017 03/01/2013-03/01/2015 03/01/2011-03/01/2013	N
Email: nkiesling@westmarkcommercial.cor	Y Y	8067942618 8062393540	8067943300 nkiesling@westmarkcommercial.com	Fax:	8067945550	
Member Banker **Luna** **Mrs. Amanda**	N	11202 Canton Ave Lubbock, TX 79423	PrimeLending 4010 82nd St, Ste 110 Lubbock, TX 79423	Curr: 2nd: 1st:	03/01/2015-03/01/2017	Y
Email: aluna@primelending.com	N	8067020022	(806) 788-4474 aluna@primelending.com	Fax:	(866) 768-4875	
Member Citizen **Putteet** **Ms. Janis**	Y	3415 42nd Street Lubbock, TX 79413	United Way - Lubbock 1655 Main Street, Ste. 101 Lubbock, TX 79401	Curr: 2nd: 1st:	03/01/2016-03/01/2018	Y
Email: jputteet@unitedway-lubbock.org	Y	0000000000	8067472711 jputteet@unitedway-lubbock.org	Fax:	8067472716	
Member Legal **Vaughn** **Ms. Denette**	N	P.O. Box 64563 Lubbock, TX 79464	Advocacy, Inc. 4747 S. Loop 289, Ste. 120 Lubbock, TX 79424	Curr: 2nd: 1st:	03/01/2015-03/01/2017 06/26/2014-03/01/2015	Y
Email: dvaughn@advocacyinc.org	N	8067944249	8067657794 dvaughn@advocacyinc.org	Fax:	8067650496	
Chair Residential Construction **Vitale** **Mr. Jeffrey**	Y	5104 76th Street Lubbock, TX 79424		Curr: 2nd: 1st:	03/01/2015-03/01/2017 03/01/2013-03/01/2015 03/01/2011-03/01/2013	N
Email: brandijeff@hotmail.com	Y	8067959765	8062410282 brandijeff@hotmail.com	Fax:		
Vice Chair Engineer **Warren** **Mr. Steven**	Y	3005 Manioca Lubbock, TX 79403	Texas Dept. of Transportation 135 Slaton Rd. Lubbock, TX 79404	Curr: 2nd: 1st:	03/01/2015-03/01/2017	Y

Committee #	19	Urban Renewal / Neighborhood Redevelopment Commission	Perm/Temp Board:	P

	Confidential	Home	Business		Reappt Elig.
Email: slouch81@gmail.com	Y	(806) 765-7630	(806) 748-4490	Fax: (806) 748-4380	
	N	(806) 773-9684	Steven.Warren@txdot.gov		

WATER BOARD OF APPEALS

	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%	0.0% (0)
African-American	8.7%	7.4%	8.3%	14.3% (1)
Other	3.7%	4.0%	3.3%	14.3% (1)
GENDER				
Male	49.3%	48.9%	72.6%	85.7% (6)
Female	50.7%	51.1%	27.4%	14.3% (1)
GEOGRAPHIC DISTRIBUTION				
District 1	17.1%	17.6%	8.3%	0.0% (0)
District 2	16.2%	15.3%	4.8%	0.0% (0)
District 3	15.5%	14.5%	12.5%	14.3% (1)
District 4	16.6%	17.2%	19.6%	14.3% (1)
District 5	18.3%	18.6%	34.0%	42.9% (3)
District 6	16.1%	16.8%	18.2%	28.6% (2)
Other/Unknown	0.0%	0.0%	2.6%	0.0% (0)

PURPOSE:
Officer of City status, determines the suitability of alternate materials and methods of construction and to provide for reasonable interpretation of the provisions of Sec. 28-44 of the Code of Ordinances and to determine exceptions to the requirements of Sec. 28.45.

QUALIFICATIONS: One or more representatives from the following named areas of expertise: licensed irrigator, landscape architect, a representative of the public education system, top 100 water users from the City water system, a representative from water related governmental entities or authorities (such as Canadian River Municipal Water Authority, Brazos River Authority, High Plains Underground Water Conservation District 1, etc.), and two citizens of the city of Lubbock.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Basom, William (M,A,6)	Govt. Water Entity	75%	Y	Reappoint
Friend, Sidney (M,A,6)	Water User	N/A	N/A	Replace
McLarty, Harvey (M,O,5)	Licensed Irrigator	N/A	N/A	Replace
Taylor, Jay (M,A,5)	Citizen	75%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To reappoint William Basom and Jay Taylor

WATER BOARD OF APPEALS – CONTINUED:
To replace Sidney Friend:
Robert Valdez (Application Pending) Mighty Wash

STAFF RECOMMENDATIONS:
To replace Sidney Friend:
Robert Valdez (Application Pending) Mighty Wash

To replace Harvey McLarty:
Joe Kilgore (Application Pending) Sodexo

STAFF RECOMMENDATIONS:
To replace Harvey McLarty:
Joe Kilgore (Application Pending) Sodexo

City of Lubbock
Board and Commision Recruiting Database

Updated: **2/23/2016**

Water Board of Appeals

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
Second Preference								
Third Preference								
09/09/2014	Grimstead	Tricia	F	A	30-39	Apartment Owner	AG Rentals, LTD	5
09/11/2014	Isom	Travis	M	A	18-29	Manager	Isom Company	3
11/02/2015	Zant	Michael	M	A	18-29	Lawyer		
Fourth Preference								
Fifith Preference								
04/28/2015	Davis	Jason	M	A	30-39	Vice President - Bank Software	PlainsCapital Bank	4
Sixth Preference								

Committee # 42 Water Board of Appeals — Perm/Temp Board: P

	Confidential	Home	Business			Reappt Elig.
Member Public Education **Alexander** **Mr. Benjamin**	N	2602 79th Street Lubbock, TX 79423	South Plains College 915 Gilbert Drive Lubbock, TX 79416	Curr: 2nd: 1st:	05/01/2015-05/01/2017 05/01/2013-05/01/2015 06/23/2011-05/01/2013	N
Email: bealexander@southplainscollege.ed	N N	8062395872 8062395872	8067164608 bealexander@southplainscollege.edu	Fax:	8068851979	
Chair Govt. Water Entity **Basom** **Mr. William**	Y	2319 17th Street Lubbock, TX 79401	Canadian Municipal Water Authority 3231 East Kent Street Lubbock, TX 79403	Curr: 2nd: 1st:	05/01/2014-05/01/2016 05/01/2012-05/01/2014 08/11/2011-05/01/2012	Y
Email: jhbasom@hotmail.com	Y	8065482570	8067631926 bbasom@crmwa.com	Fax:	8067631160	
Member Citizen **Cooke** **Mr. Patrick**	Y	5605 69th ST Lubbock, Texas 79424	Justin McCarthy MD 6803 Indiana Lubbock, Texas 79414	Curr: 2nd: 1st:	05/28/2015-05/01/2017	Y
Email: pdogpat@gmail.com	Y Y	8069288108 8069288108	(806) 761-0722	Fax:	(806) 797-1265	
Member Water User **Friend** **Mr. Sidney**	N	6509 1st Street Lubbock, TX 79416	X-Fab Texas, Inc 2301 N. University Ave Lubbock, TX 79415	Curr: 2nd: 1st:	05/01/2014-05/01/2016 06/21/2012-05/01/2014	N
Email: sid.friend@sbcglobal.com	N Y	8067975565 8067896718	8067474400 sid.friend@xfab.com	Fax:		
Member Landscape Architect **Lust** **Ms. Katheryn**	Y	8204 Joliet Ave. Lubbock, TX 79423	KBLandArchitecture 8204 Joliet Ave. Lubbock, TX 79423	Curr: 2nd: 1st:	05/01/2015-05/01/2017	Y
Email: klust48@yahoo.com	Y Y	(806) 777-5387 (806) 777-5387	(806) 777-5387 klust48@yahoo.com	Fax:		
Member Licensed Irrigator **McLarty** **Mr. Harvey**	Y	5827 88th Street Lubbock, TX 79424	M&M Sprinkler 7335 82nd Street #9 Lubbock, TX 79424	Curr: 2nd: 1st:	05/01/2014-05/01/2016 07/26/2012-05/01/2014	N
Email: sprinklr23@yahoo.com	Y	8067898273	8067968209	Fax:		
Member Citizen **Taylor** **Mr. Jay**	Y	6306 112th Lubbock, Tx 79424	Paradise Lawn & Landscape, LLC & Custom Pools of L 11702 Frankford Ave Lubbock, Tx 79424	Curr: 2nd: 1st:	09/25/2014-05/01/2016	Y
Email: jay@paradiselawnslubbock.com	Y	(806) 777-0191	(806) 789-8288 jay@paradiselawnslubbock.com	Fax:	(806) 209-0014	

City of
Lubbock
TEXAS

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
February 11, 2016
2:30 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 11th of February, 2016, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 2:30 p. m.

2:30 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:

- *Executive Session; 2.1-2.7; Citizen Comments (Sign-ups) 3.1; 4.1; 5.1-5.3; 5.5-5.11; 5.14; 5.16-5.18; 5.20; 6.8-6.9; 5.4; 5.12-5.13; 5.15; 5.19; 5.21; 6.1-6.3; 6.5-6.7; and 6.4.*
- *Item 5.20 this item was discussed, however, action was postponed to the February 16, 2016 Special City Council Meeting.*
- *Item 6.4 was postponed to the February 25, 2016 Regular City Council Meeting.*

1. Executive Session

The meeting recessed at 2:30 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 5:15 p.m.

1. 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.

1. 1. 1. Racquel Davis v. City of Lubbock, Cause No. 2014-513,894, in the 72nd District Court, Lubbock County, Texas.

1. 1. 2. City of Lubbock Purchase Order Contract No. 31015556 with Equipment Southwest.

1. 2. Hold an executive session in accordance with Texas Government Code, Section 551.076, to discuss the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.

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

1. 3. 1. City Attorney

1. 3. 2. City Manager

1. 3. 3. City Secretary

2. Proclamations and Presentations

2. 1. Invocation by Pastor Wesley Bygel, Lubbock Baptist Temple

Pastor Wesley Bygel, Lubbock Baptist Temple, led the invocation.

2. 2. Pledges of Allegiance

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

2. 3. Presentation of a Special Recognition declaring February 14th -20th as LULAC Week in Lubbock.

Council Member Victor Hernandez presented a special recognition declaring February 14th - 20th as LULAC Week in Lubbock. He gave information on LULAC and their upcoming events.

2. 4. Presentation of a Special Recognition for Career and Technical Education Month in February.

Council Member Victor Hernandez presented a special recognition for Career and Technical Education Month in February. Jill Berset, Lubbock Independent School District Career and Technical Education (CTE) Director, teachers, and several CTE students, appeared to accept the recognition.

2. 5. Presentation of a Special Recognition to the Daughters of the American Revolution for their Good Citizen Award which recognizes high school women.

Council Member Latrelle Joy presented a special recognition to the Daughters of the American Revolution for their Good Citizen Award. Mrs. Jackie Harland, Regent of the Nancy Anderson Chapter of the Daughters of the American Revolution (DAR), and several Good Citizen Program members, appeared to accept the recognition. Mrs. Harland gave comments and thanked the Mayor and City Council.

2. 6. Presentation of a Special Recognition to the Texas Society of Professional Engineers declaring February 21-27 as National Engineer's Week.

Council Member Latrelle Joy presented a special recognition to the Texas Society of Professional Engineers declaring February 21-27 as National Engineer's Week. Heather Keister, President of the South Plains Society of Professional Engineers; Wood Franklin, Director of Public Works; and Mike Keenum, City Engineer, appeared to

accept the recognition.

2. 7. **Board Recognitions:** Presented by Council Member Latrelle Joy

Central Business District Tax Increment Financing Zone Board of Directors:
Linda Chamales

Community Development and Services Board:
Charlotte McCarty (unable to attend)

Health and Educational Facilities Development Corporation:
Cory Church (unable to attend)

Urban Design and Historic Preservation Commission:
Dallas Ward (unable to attend)

Zoning Board of Adjustment:
Stace Jones
Ruben Young (unable to attend)

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

3. 1. Sign-ups:

- Richard Parks and Dr. Craig D. Rhyne appeared before the City Council to speak in opposition of item 5.20 (Interlocal Agreement for Emergency Medical Services).
- Lana Moore appeared before the City Council to speak in opposition of item 6.4 (Zone Case 2740-A).
- Jeff Hill and David Allison appeared before the City Council to speak in favor of item 5.20 (Interlocal Agreement for Emergency Medical Services).

4. **Minutes**

4. 1. December 15, 2015 Special City Council Meeting (Electric Utility Board)
December 17, 2015 Regular City Council Meeting

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Jim Gerlt to approve the December 15, 2015 Special City Council Meeting (Electric Utility Board) minutes and the December 17, 2015 Regular City Council Meeting minutes.

Vote: 7 - 0 Motion carried

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

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Jeff Griffith to approve items 5.1-5.3; 5.5-5.11; 5.14; and 5.16-5.18.

Vote: 7 - 0 Motion carried

5. 1. **Budget Amendment Ordinance 2nd Reading - Finance:** Ordinance No. 2016-O0013, Amendment 12, amending the FY 2015-16 budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 92248, Street Maintenance Program; and respecting the General Fund to increase the transfer to CIP; providing for filing; and providing for a savings clause.

5. 2. **Budget Amendment Ordinance 1st Reading - Finance:** Ordinance No. 2016-O0022, Amendment 13, amending the FY 2015-16 budget for municipal purposes respecting the General Fund to amend expenditures for the purchase of the Fire Marshal's office building located at 1601 Mac Davis Lane; providing for filing; and providing for a savings clause.

5. 3. **Budget Amendment Ordinance 1st Reading - Finance:** Ordinance No. 2016-O0023, Amendment 14, amending the FY 2015-16 budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 92217, 34th Street Reconstruct - Quaker Avenue to Avenue Q; and CIP 92420, 34th Street - Quaker Avenue to Slide Road; providing for filing; and providing for a savings clause.

5. 4. **Budget Amendment Ordinance 1st Reading - Finance:** Ordinance No. 2016-O0025, Amendment 15, amending the FY 2015-16 budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) Grant and the Community Services Block Grant (CSBG); providing for filing; and providing for a savings clause.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to approve Ordinance No. 2016-O0025.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (RECUSE)

5. 5. **Resolution - Finance:** Resolution No. 2016-R0048 approving the amended North Overton Tax Increment Financing Reinvestment Zone (North Overton TIF) Bylaws, as reviewed and recommended by the North Overton TIF Board of Directors.

5. 6. **Resolution - Finance:** Resolution No. 2016-R0049 approving the amended Lubbock Business Park (LBP) Tax Increment Financing Reinvestment Zone (TIF) Bylaws, as reviewed and recommended by the Lubbock Business Park TIF Board of Directors.

5. 7. **Ordinance 2nd Reading – Right-of-Way:** Ordinance No. 2016-O0011 abandoning and closing a 25-foot wide LP&L overhead electrical line easement and a portion of another 25-foot wide Lubbock Power and Light (LP&L) overhead electrical line easement both located in Lot 2, Plains Cooperative Oil Mill Addition Lubbock County, Texas, easement located at 202 Coronado Dr.

5. 8. **Ordinance 1st Reading – Right-of-Way:** Ordinance No. 2016-O0024 abandoning and closing a 10-foot wide Lubbock Power and Light (LP&L) power line easement located in Tract 30-C, Nor-Don Addition Lubbock County, Texas, easement located at 4633 50th Street.

5. 9. **Resolution - Public Works Engineering:** Resolution No. 2016-R0050 authorizing the Mayor to execute Amendment 1 to contract 11746 for engineering construction phase services with Parkhill, Smith & Cooper, Inc. for the reconstruction of 34th Street from Indiana Avenue to Quaker Avenue.

5. 10. **Resolution – Public Works Engineering:** Resolution No. 2016-R0051 authorizing the Mayor to execute Change Order 3 to contract 11709 with Utility Contractors of America, Inc., for the South Lubbock Sanitary Sewer Extension Phase 1/B Capital Improvements Project.

5. 11. **Ordinance 2nd Reading – Environmental Health:** Ordinance No. 2016-O0014 amending Article 8.16 of the Code of Ordinances for the adoption of the Texas Food Establishment Rules, permitting food establishments and the certification of food managers.

5. 12. **Resolution - Community Development:** Resolution No. 2016-R0057 authorizing the Mayor to execute an application confirming that the City of Lubbock is in support of the proposed 9% Housing Tax Credit (HTC) to be submitted to the Texas Department of Housing and Community Affairs (TDHCA) for the Estacado Place development which will be located at 10000 block of Upland Avenue, Lubbock, Texas.

Motion by Council Member Karen Gibson, seconded by Council Member Victor Hernandez to approve Resolution No. 2016-R0057 by way of the substitute version of the resolution which allows the City of Lubbock to commit a de minimis amount of funding for the Development, which may be in the form of a fee waiver, or other in-kind contributions.

Vote: 6 - 1 Motion carried

NAY: Mayor Glen C. Robertson

5. 13. **Resolution - Community Development:** Resolution No. 2016-R0058 authorizing the Mayor to execute an application confirming that the City of Lubbock is in support of the proposed 9% Housing Tax Credit (HTC) to be submitted to the Texas Department of Housing and Community Affairs (TDHCA) for The Villas development which will be located at 5804 98th Street, Lubbock, Texas.

Chad Weaver, City Attorney; and Bill Howerton, Assistant City Manager, gave comments and answered questions from City Council.

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to approve Resolution No. 2016-R0058 by way of the substitute version of the resolution which allows the City of Lubbock to commit a de minimis amount of funding for the Development, which may be in the form of a fee waiver, or other in-kind contributions.

Vote: 6 - 1 Motion carried

NAY: Mayor Glen C. Robertson

5. 14. **Resolution - Community Development:** Resolution No. 2016-R0052 authorizing the Mayor to execute contract 12734 between City of Lubbock and Lubbock Habitat for Humanity for infrastructure in the Talkington subdivision, Lubbock, Texas.

5. 15. **Resolution - Libraries:** Resolution No. 2016-R0059 designating the Family Learning Center at the Patterson Branch Library as the Helen Viser-Fitzgerald Family Learning Center.

Motion by Council Member Victor Hernandez, seconded by Mayor Pro Tem Jim Gerlt to approve Resolution No. 2016-R0059.

Vote: 7 - 0 Motion carried

5. 16. **Resolution - Fleet Services:** Resolution No. 2016-R0053 authorizing the Mayor to execute purchase order contract 31025836 with Altec Industries for an aerial truck with utility bed for Traffic Operations.

5. 17. **Ordinance 2nd Reading - City Secretary:** Ordinance No. 2016-O0012 ordering the 2016 Regular Municipal Election of the City of Lubbock to be held May 7, 2016.

5. 18. **Resolution - Aviation:** Resolution No. 2016-R0054 ratifying purchase order 25100653 with Record USA of Monroe, North Carolina for the FlipFlow Door Installation at Lubbock Preston Smith International Airport.

5. 19. **Resolution - Police:** Resolution No. 2016-R0060 authorizing the Chief of Police to execute a Memorandum of Understanding (MOU) for the placement of a medication Drop Box by and between the City of Lubbock and Lubbock County VOICES Coalition/StarCare Specialty Health Services.

Greg Stevens, Chief of Police; and Teresa Alvarado, Community Coalition Program Director for the Lubbock County VOICES Coalition, gave comments and answered questions from City Council.

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to approve Resolution No. 2016-R0060.

Vote: 7 - 0 Motion carried

5. 20. **Resolution – City Manager:** Consider a resolution authorizing the Mayor to execute an Amendment to that certain Interlocal Agreement between the City of Lubbock and the Lubbock County Hospital District for emergency medical services, dated April 12, 1984.

This item was postponed.

Chad Weaver, City Attorney; David Allison, President and CEO of University Medical Center (UMC); Dr. Craig Rhyne, Chief Medical Officer of Covenant Health System; David Wilkerson, Chairman of the UMC Board of Managers; Richard Parks, CEO of Covenant Health System; and Jeffrey Hill, Vice President of Support Services at UMC, gave comments and answered questions from City Council.

Motion by Council Member Victor Hernandez, seconded by Council Member Floyd Price to postpone this item and call a Special City Council Meeting for February 16, 2016 at 12:00 p.m.

Vote: 7 - 0 Motion carried

5. 21. **Resolution – Economic Development:** Resolution No. 2016-R0061 authorizing the Mayor to execute an agreement with Monsanto Southern Production Co., LLC, under section 212.172 of the Texas Local Government Code.

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to approve Resolution No. 2016-R0061.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (RECUSE)

6. Regular Agenda

6. 1. **Ordinance 2nd Reading – Planning:** Ordinance No. 2016-O0015, for Zone Case 3274, a request of Betenbough Homes for a zoning change from T to R-1 Specific Use, C-3, C-2A, and Garden Office (GO) on 157.57 acres of unplatted land out of Block E, Section 16, south of 130th Street, east of University Avenue.

Motion by Council Member Jeff Griffith, seconded by Council Member Floyd Price to approve Ordinance No. 2016-O0015.

Vote: 7 - 0 Motion carried

6. 2. **Ordinance 2nd Reading – Planning:** Ordinance No. 2016-O0016, for Zone Case 3275, a request of AMD Engineering, LLC, for RS Store, LLC, for a zoning change from R-1 to C-4 Specific Use for mini warehouses and all unconditionally permitted C-4 uses on 2.36 acres of unplatted land including right-of-way out of Block D6, Section 2, 7902 19th Street and 1806 Alcove Avenue.

Motion by Council Member Jeff Griffith, seconded by Council Member Floyd Price to approve Ordinance No. 2016-O0016.

Vote: 7 - 0 Motion carried

6. 3. **Ordinance 2nd Reading – Planning:** Ordinance No. 2016-O0017, for Zone Case 3172-A, a request of Sheri White and Stanley and Kevin Sisson for a zoning change from C-4 to R-1 on Lot 11, Furgeson Addition, 7752 19th Street.

Motion by Council Member Jeff Griffith, seconded by Council Member Floyd Price to approve Ordinance No. 2016-O0017.

Vote: 7 - 0 Motion carried

6. 4. **Ordinance 2nd Reading – Planning:** Ordinance No. 2016-O0018, for Zone Case 2740-A, a request of Jonathan Martindale, for Amerco Real Estate Company, for a zoning change from C-4 to C-4 Specific Use for mini warehouses on Lots 1 and 2, McDonald Addition, and Lot A and the balance of Lot 9, 2 less the SE 62 feet by 124 feet, Stubbs Subdivision, 3511 Avenue Q and 3504 Avenue P.

This item was postponed.

Motion by Council Member Victor Hernandez, seconded by Council Member Floyd Price to postpone this item to the February 25, 2016 Regular City Council Meeting.

Vote: 7 - 0 Motion carried

6. 5. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2016-O0019 for Zone Case 2911-B, a request of Hugo Reed and Associates, Inc., for Lubbock Crown Development, LLC, for a zoning change from R-1 Specific Use for reduced setbacks to R-1 Specific Use for Garden Homes on 3.7 acres of unplatted land out of Block E-2, Section 16, 10809 Slide Road.

Motion by Council Member Jeff Griffith, seconded by Council Member Floyd Price to approve Ordinance No. 2016-O0019.

Vote: 7 - 0 Motion carried

6. 6. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2016-O0020 for Zone Case 3181-A, a request of Hugo Reed and Associates, Inc., for Michael Strickland, for a zoning change from Garden Office (GO) to C-2 on 5 acres of unplatted land out of Block JS, Section 7, 5828 Erskine Street.

Motion by Council Member Jeff Griffith, seconded by Council Member Floyd Price to approve Ordinance No. 2016-O0020.

Vote: 7 - 0 Motion carried

6. 7. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2016-O0021 for Zone Case 2921-A, a request of Hugo Reed and Associates, Inc., for Tim and Cindy Sparkman, for a zoning change from T, C-4, and C-4 Specific Use to C-4 on 18.7 acres of unplatted land out of Block E-2, Section 16, 5202 114th Street, 10901 Slide Road, 11001 Slide Road, and 11109 Slide Road.

Motion by Council Member Jeff Griffith, seconded by Council Member Floyd Price to approve Ordinance No. 2016-O0021.

9:01 P.M. CITY COUNCIL ADJOURNED

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

The February 11, 2016 Regular City Council Meeting minutes were approved by the City Council on the 24th day of March, 2016.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

Vote: 7 - 0 Motion carried

6. 8. **Resolution - Accounting:** Resolution No. 2016-R0055 authorizing publication of Notices of Intention to issue Tax and Waterworks System Surplus Certificates of Obligation and Electric Light and Power System Revenue Bonds.

Matt Boles, Financial Advisor with RBC Capital Markets, gave a presentation and answered questions from City Council.

Kevin Rule, Debt and Investments Analyst; Cheryl Brock, Budget Director; James Loomis, City Manager; Jerry V. Kyle, Jr., Bond Counsel; Chad Weaver, City Attorney; and Mark Yearwood, Assistant City Manager, gave comments and answered questions from City Council.

Main Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to approve Resolution No. 2016-R0055.

Subsidiary Motion by Council Member Victor Hernandez, seconded by Council Member Latrelle Joy to amend the Notice of Publication by removing the $52.8 million dollars of bond issuance (Omni Building and New Police Facility) from the notice of publication, and to have an agenda item, for the Special Called City Council Meeting on February 16, 2016, to consider accepting the proposal and calling for a Special Bond Election to be held concurrent with the May 7, 2016 Regular Election.

Vote: 3 - 4 Failed
NAY: Mayor Pro Tem Jim Gerlt
Council Member Karen Gibson
Council Member Jeff Griffith
Council Member Floyd Price

Vote on Main Motion: 4 - 3 Motion carried
NAY: Mayor Glen C. Robertson
Council Member Victor Hernandez
Council Member Latrelle Joy

6. 9. **Resolution - Accounting:** Resolution No. 2016-R0056 amending the intent to finance expenditures to be incurred for various capital projects and equipment approved by the City Council in the FY 2015-16 Budget and Capital Program and to reimburse itself from the proceeds of obligations that will be issued after the expenditure of funds to pay costs of such projects and equipment.

Kevin Rule, Debt and Investments Analyst, 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. 2016-R0056.

Vote: 5 - 2 Motion carried

NAY: Mayor Glen C. Robertson
Council Member Victor Hernandez

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
February 16, 2016
12:00 P. M.

The City Council of the City of Lubbock, Texas met in special session on the 16th of February, 2016, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 12:00 p.m.

12:00 P.M. CITY COUNCIL CONVENED
City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas

Present: Mayor Glen C. Robertson; Mayor Pro Tem Jim Gerlt; 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

Absent: Council Member Karen Gibson

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

- *Item 1.1*

1. Regular Agenda

1. 1. Discuss and take action to appoint a committee of representatives to study the provision of emergency medical and ambulance services, and further to report its findings as appropriate.

Patti Jones, County Commissioner for Precinct 4; John D. Brock, Chief Operating Officer and Administrator with Lubbock Heart Hospital; Richard Parks, CEO of Covenant Health System; and Chad Weaver, City Attorney, gave comments and answered questions from City Council.

1) Motion by Council Member Victor Hernandez, seconded by Council Member Latrelle Joy to approve Resolution No. 2016-R0062.

Amendment Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to amend the main motion by replacing item f, the two (2) residents of Lubbock County with one (1) representative of Lubbock Heart Hospital and one (1) representative of Grace Health System.

Vote: 6 - 0 Motion carried
Other: Council Member Karen Gibson (ABSENT)

Vote on 1) Motion with Amendment
Vote: 6 - 0 Motion carried
Other: Council Member Karen Gibson (ABSENT)

2) Motion by Council Member Latrelle Joy, seconded by Council Member Victor Hernandez to reconsider Resolution No. 2016-R0062 as amended.

Vote: 2 - 4 Failed
NAY: Mayor Glen C. Robertson
Mayor Pro Tem Jim Gerlt
Council Member Jeff Griffith
Council Member Floyd Price
Other: Council Member Karen Gibson (ABSENT)

3) Motion by Council Member Victor Hernandez, seconded by Council Member Floyd Price that membership on the committee shall be appointed as follows:

a. authorize the Lubbock County Hospital District to name their three (3) members, under the parameters that one (1) shall be a present member of the Lubbock County Hospital District Board of Managers;

b. authorize Covenant Health System to name their three (3) members, under the parameters that one (1) shall be a present member of the Covenant Health Board of Directors;

c. Council Member Jeff Griffith and Council Member Karen Gibson be the members representing the Lubbock City Council;

d. authorize the Lubbock County Commissioners Court to name their one (1) member;

e. The City of Lubbock Fire Chief and a Deputy Fire Chief to be selected by the Fire Chief;

f. authorize the Lubbock Heart Hospital to name their one (1) member; and

h. authorize Grace Health System to name their one (1) member.

Vote: 6 - 0 Motion carried
Other: Council Member Karen Gibson (ABSENT)

4) Motion by Council Member Victor Hernandez, seconded by Council Member Floyd Price to appoint Council Member Jeff Griffith to serve as the Chair of this committee.

Vote: 6 - 0 Motion carried
Other: Council Member Karen Gibson (ABSENT)

12:23 P.M. CITY COUNCIL ADJOURNED

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

The February 16, 2016 Special City Council Meeting minutes were approved by the City Council on the 24th day of March, 2016.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
February 25, 2016
2:30 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 25th of February, 2016, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 2:30 p. m.

2:30 P.M. CITY COUNCIL CONVENED
City Council Chambers, 1625 13th Street, Lubbock, Texas

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

Note: Council Member Victor Hernandez was present for Executive Session only.

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

- *Executive Session; 2.1-2.4; Citizen Comments; 4.1; 5.1-5.29; 6.10-6.13; 6.1; 6.3-6.4; 6.6-6.9; 6.2; and 6.5.*

1. Executive Session

The meeting recessed at 2:30 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 5:15 p.m.

1. 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.

1. 1. 1. Discuss the application of Chapter 43 and Chapter 212.172 of the Local Government Code as to annexation.

1. 2. Hold an executive session in accordance with Texas Government Code, Section 551.076, to discuss the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.

1. 3. Hold an executive session in accordance with Texas Government Code 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Urban Design and Historic Preservation Commission and Zoning Board of Adjustment.

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

1. 4. 1. City Attorney

1. 4. 2. City Manager

1. 4. 3. City Secretary

2. Proclamations and Presentations

2. 1. Invocation by Pastor Mike Martindale, The Heights Fellowship

Pastor Mike Martindale was unable to appear. Council Member Floyd Price led the invocation.

2. 2. Pledges of Allegiance

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

2. 3. Presentation of a Special Recognition to Citibus awarded by the U.S Department of Transportation, FTA Region VI and Transit System of the Year 2016.

Mayor Pro Tem Jim Gerlt presented a special recognition, to Citibus, awarded by the U.S. Department of Transportation, FTA Region VI and Transit System of the Year 2016. Maurice Stanley, General Manager of Citibus, and other Citibus staff, appeared to accept the recognition.

2. 4. **Board Recognitions:** Presented by Mayor Glen C. Robertson

Urban Renewal and Neighborhood Redevelopment Commission:
Janis Putteet (unable to appear)

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

No one appeared to speak.

4. Minutes

4. 1. January 14, 2016 Regular City Council Meeting
January 28, 2016 Regular City Council Meeting

Motion by Council Member Jeff Griffith, seconded by Council Member Floyd Price to approve the January 14, 2016 Regular City Council Meeting minutes and the January 28, 2016 Regular City Council Meeting minutes.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

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

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Jim Gerlt to approve items 5.1-5.29.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

5. 1. **Budget Amendment Ordinance 2nd Reading - Finance:** Ordinance No. 2016-O0022, Amendment 13, amending the FY 2015-16 budget for municipal purposes respecting the General Fund to amend expenditures for the purchase of the Fire Marshal's office building located at 1601 Mac Davis Lane; providing for filing; and providing for a savings clause.

5. 2. **Budget Amendment Ordinance 2nd Reading - Finance:** Ordinance No. 2016-O0023, Amendment 14, amending the FY 2015-16 budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 92217, 34th Street Reconstruct - Quaker Avenue to Avenue Q; and CIP 92420, 34th Street - Quaker Avenue to Slide Road; providing for filing; and providing for a savings clause.

5. 3. **Budget Amendment Ordinance 2nd Reading - Finance:** Ordinance No. 2016-O0025, Amendment 15, amending the FY 2015-16 budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) Grant and the Community Services Block Grant (CSBG); providing for filing; and providing for a savings clause.

5. 3. 1. **Resolution - Community Development:** Resolution No. 2016-R0063 authorizing the Mayor to execute contract 12725 and all related documents with Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) to provide assistance to reduce poverty, revitalize low-income communities, and empower low-income families and individuals to become self-sufficient.

5. 3. 2. **Resolution - Community Development:** Resolution No. 2016-R0064 authorizing the Mayor to execute contract 12721 and all related documents with 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.

5. 4. **Budget Amendment Ordinance 1st Reading - Finance:** Ordinance No. 2016-O0026, Amendment 16, amending the FY 2015-16 budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 92255, Bailey County Wellfield Supply Line/Pumping System; CIP 91038, Sewer Line Replacement; CIP 92390, Cell 5 Development; CIP 92371, Runway 17R/35L Construction Phase III; and CIP 92191, Airport Facility Improvements; providing for filing; and providing for a savings clause.

5. 5. **Ordinance 2nd Reading – Right-of-Way:** Ordinance No. 2016-O0024 abandoning and closing a 10-foot wide Lubbock Power and Light (LP&L) power line easement located in Tract 30-C, Nor-Don Addition Lubbock County, Texas, easement located at 4633 50th Street.

5. 6. **Ordinance 1st Reading – Right-of-Way:** Ordinance No. 2016-O0027 abandoning and closing the west 33.5 feet of an underground utility easement located in Lot 138, Gordon Heights Addition, Lubbock County, Texas, easement located at 4602 50th Street.

5. 7. **Ordinance 1st Reading – Right-of-Way:** Ordinance No. 2016-O0028 abandoning and closing a 10-foot wide underground utility easement granted to Lubbock Power and Light within Tract “A”, Lubbock Walmart 5702 Addition, to the City of Lubbock, Lubbock County, Texas.

5. 8. **Resolution - Right-of-Way:** Resolution No. 2016-R0065 authorizing the Mayor to execute a monitor well permit with InControl Technologies, Inc. and Daniel B. Stephens and Associates as contractors for the Texas Commission on Environmental Quality (TCEQ) for a street right-of-way monitor well permit located in the west right-of-way of 702 Hartford Avenue and in the west right-of-way of 612 Gary Avenue.

5. 9. **Resolution - Public Works Engineering:** Resolution No. 2016-R0066 authorizing the Mayor to execute agreement 12755 for professional engineering services with Parkhill, Smith & Cooper (PSC), Inc. for the design of 34th Street from Slide Road to Quaker Avenue and from Avenue Q to Interstate 27.

5. 10. **Resolution – Public Works Engineering:** Resolution No. 2016-R0067 authorizing the Mayor to execute contract 12681 with Utility Contractors of America, Inc. of Lubbock, TX, for the construction of the Northwest Water Reclamation Plant (NWWRP) Raw Sewage and Waste Activated Sludge Offsite Pipelines, RFP 16-12681-TF.

5. 11. **Resolution – Public Works Engineering:** Resolution No. 2016-R0068 authorizing the Mayor to execute Professional Services Contract 12731 with Freese and Nichols, Inc., (FNI). for providing construction representative services for the Northwest Water Reclamation Plant (NWWRP) Pipeline Projects.

5. 12. **Resolution – Public Works Engineering:** Resolution No. 2016-R0069 authorizing the Mayor to execute professional services contract 12730 with Alan Plummer Associates, Inc., (APAI)for providing construction administration and engineer of record professional services for the Northwest Water Reclamation (NWWRP) Plant Pipeline Projects.

5. 13. **Resolution – Public Works Engineering:** Resolution No. 2016-R0070 authorizing the Mayor to execute contract 12682 with MH Civil Constructors for construction of Southeast Water Reclamation Plant (SEWRP) Sludge Drying Bed Project RFP 16-12682-JM.

5. 14. **Resolution - Water Resources:** Resolution No. 2016-R0071 authorizing the Mayor to execute contract 12757 with Bill Sides allowing the City to provide reclaimed water for agricultural purposes.

5. 15. **Resolution - Water Resources:** Resolution No. 2016-R0072 authorizing the Mayor to execute contract 12758 with Fred Jones allowing the City to provide reclaimed water for agricultural purposes.

5. 16. **Resolution - City Manager:** Resolution No. 2016-R0073 authorizing the Mayor to execute a purchase contract for real property located at 1601 Mac Davis Lane between the City of Lubbock and HMOT Properties, LLC of Lubbock.

5. 17. **Resolution - Fleet Services:** Resolution No. 2016-R0074 authorizing the Mayor to execute purchase order contract 31026440 with Scoggin Dickey Chevrolet-Buick for twenty, Chevrolet Tahoes spec 307-PD for Police patrol, ITB 16-12677-SS.

5. 18. **Resolution - Fleet Services:** Resolution No. 2016-R0075 authorizing the Mayor to execute contract 12687 with Texas Enterprises, Inc. dba United Oil and Grease for engine oils, lubricants and turbine oils, ITB 16-12687-SS.

5. 19. **Resolution - Solid Waste:** Resolution No. 2016-R0076 authorizing the Mayor to execute contract 12672 with Jarvis Metals Recycling, Inc. for the Sale of Recyclable Scrap Paper and Plastics, RFP 16-12672-KK.

5. 20. **Resolution - Parks and Recreation:** Resolution No. 2016-R0077 authorizing the City Council to reject all bids for Fertilization for Various Parkland Properties, ITB 16-12678-KK.

5. 21. **Resolution - Facilities:** Resolution No. 2016-R0078 authorizing the Mayor to execute contract 12661 with Brown-McKee, Inc. for the Lubbock Police Department Firing Range Baffle Installation located at 11602 West 19th Street, RFP 16-12661-JM.

5. 22. **Resolution - Community Development:** Resolution No. 2016-R0079 authorizing the Mayor to execute Community Development Funding Contract 12726 and all related documents with Lutheran Social Services of the South (LSSS) to provide utility assistance to qualified low-income persons and families through the Comprehensive Energy Assistance Program (CEAP) and the Community Services Block Grant (CSBG).

5. 23. **Resolution - Community Development:** Resolution No. 2016-R0080 authorizing the Mayor to execute Community Development Funding contract 12727 and all related documents with Catholic Charities Diocese of Lubbock to assist low-income persons and families to transition out of poverty through Community Services Block Grant (CSBG).

5. 24. **Resolution - Citibus:** Resolution No. 2016-R0081 authorizing the City Council to reject all bids for the manufacture and installation of bus shelters, ITB 16-12619-TF.

5. 25. **Resolution – Police:** Resolution No. 2016-R0082 authorizing the Mayor to execute an agreement with Wild West Harley-Davidson of Lubbock, TX to lease fourteen Police motorcycles and related equipment for use by the Police Department, ITB 16-12645-SS.

5. 26. **Resolution - Emergency Management:** Resolution No. 2016-R0083 authorizing the City Manager to accept life safety equipment (chemical analyzer) purchased through a successful application to the Homeland Security Grant Program (HSGP) administered by the Office of the Governor in the amount of $28,490.

5. 27. **Resolution - Aviation:** Resolution No. 2016-R0084 authorizing the Mayor to execute Change Order 4 to contract 11652 with Duininck, Inc. for Lubbock Preston Smith International Airport Runway 17R-35L, ITB 14-11652-DT.

5. 28. **Ordinance - City Secretary:** Ordinance No. 2016-O0029 amending Section 1.02.004 of the Code of Ordinances of the City of Lubbock, Texas, with regard to amending voting precinct boundaries; creating additional and new voting precincts; providing a savings clause; and providing for publication.

5. 29. **Resolution - City Secretary:** Resolution No. 2016-R0085 authorizing the Mayor to execute service agreement 12552 with Lin-Cum, Inc. for microfilming and imaging services, RFP 16-12552-DGB.

6. **Regular Agenda**

6. 1. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2016-O0030 amending the Zoning Code, Chapter 40 of the City of Lubbock Code of Ordinances, by adding a definition of a body piercing studio in Section 40.01.003; including a body piercing studio as a permitted use in zoning districts C-4 and IHC and as a conditional use in zoning districts C-2, C-3, and CB-2.

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

Mayor Robertson opened the public hearing at 5:39 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 5:39 p.m.

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to approve Ordinance No. 2016-O0030.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

6. 2. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2016-O0037 amending the Zoning Code, Chapter 40 of the City of Lubbock Code of Ordinances, by adding a definition of a tattoo studio in Section 40.01.003; including a tattoo studio as a permitted use in zoning districts C-4 and IHC and as a conditional use in zoning districts C-2, C-3, and CB-2.

Mayor Robertson opened the public hearing at 5:41 p.m.

No one appeared to speak in opposition.

Jay Winfrey appeared to speak in favor.

Mayor Robertson closed the public hearing at 5:42 p.m.

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to approve Ordinance No. 2016-O0037.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

6. 3. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2016-O0031, for Zone Case 3276, a request of Zac Garth, for the Worship Center Church, for a zoning change from T to A-2 limited to church and church related uses on Tract A, Worship Center 1 Addition, 12709 Indiana Avenue.

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

Mayor Robertson opened the public hearing at 5:39 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 5:39 p.m.

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to approve Ordinance No. 2016-O0031.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

6. 4. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2016-O0032, for Zone Case 1720-I, a request of Amit Shah for a zoning change from C-3 limited to a service station and all unconditionally permitted C-1 uses to C-2, west 122 feet of Lot 1, Village West Addition, 5761 34th Street.

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

Mayor Robertson opened the public hearing at 5:39 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 5:39 p.m.

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to approve Ordinance No. 2016-O0032.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

6. 5. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2016-O0038, for Zone Case 2650-A, a request of Kamal Zeitouni for a zoning change from R-1 to GO, west 70 feet Lot 80, Bacon Heights Addition, 5039 52nd Street.

Mayor Robertson opened the public hearing at 5:42 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 5:43 p.m.

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to approve Ordinance No. 2016-O0038.

Vote: 5 - 0 Motion carried

Other: Mayor Pro Tem Jim Gerlt (RECUSE)
Council Member Victor Hernandez (ABSENT)

6. 6. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2016-O0033, for Zone Case 3277, a request of Burl W. Masters, for Brookeland I, LLC, for a zoning change from T to C-3 on 22.828 acres of unplatted land out of Block E-2, Section 23, North of 130th Street and East of Slide Road.

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

Mayor Robertson opened the public hearing at 5:39 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 5:39 p.m.

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to approve Ordinance No. 2016-O0033.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

6. 7. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2016-O0034, for Zone Case 3126-C, a request of Burl W. Masters, for SWLLD, LLC, for a zoning change from A-2 and T to C-3 on 19.1 acres of unplatted land out of Block AK, Section 20, 12502 Frankford Avenue, north of 130th Street.

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

Mayor Robertson opened the public hearing at 5:39 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 5:39 p.m.

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to approve Ordinance No. 2016-O0034.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

6. 8. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2016-O0035, for Zone Case 3278, a request of Burl W. Masters, for Slide & 1585, LLC, for a zoning change from T to C-3 on 74.584 acres of unplatted land out of Block AK, Section 8, 5201 130th Street.

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

Mayor Robertson opened the public hearing at 5:39 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 5:39 p.m.

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to approve Ordinance No. 2016-O0035.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

6. 9. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2016-O0036, for Zone Case 3279, a request of David R. Miller, for MacDonald Companies, for a zoning change from T, C-3, and A-2, to A-2 Specific Use on 11.3 acres of unplatted land out of Block AK, Section 22, 9901 Upland Avenue.

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

Mayor Robertson opened the public hearing at 5:39 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 5:39 p.m.

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to approve Ordinance No. 2016-O0036.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

6. 10. **Ordinance 2nd Reading – Planning:** Ordinance No. 2016-O0018, for Zone Case 2740-A, a request of Jonathan Martindale, for Amerco Real Estate Company, for a zoning change from C-4 to C-4 Specific Use for mini warehouses on Lots 1 and 2, McDonald Addition, and Lot A and the balance of Lot 9, 2 less the SE 62 feet by 124 feet, Stubbs Subdivision, 3511 Avenue Q and 3504 Avenue P.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to approve Ordinance No. 2016-O0018.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

6. 11. **Resolution - Planning:** Resolution No. 2016-R0086 approving and granting a variance from the applicable 300-feet minimum distance provisions of City of Lubbock Ordinance 2009-O0060, at the request of applicant Tikka Shack Indian Grub, located at 6620 Milwaukee Avenue, Suite 100, for an alcoholic beverage permit.

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to approve Resolution No. 2016-R0086.

Vote: 5 - 1 Motion carried

NAY: Mayor Pro Tem Jim Gerlt
Other: Council Member Victor Hernandez (ABSENT)

6. 12. **Resolution - Finance:** Resolution No. 2016-R0087 accepting the City of Lubbock Comprehensive Annual Financial Report (CAFR) for fiscal year ended September 30, 2015.

David Coleman, Audit Partner with BKD, L.L.P., gave comments and answered questions from City Council.

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to approve Resolution No. 2016-R0087.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

6. 13. **City Secretary - Board Appointments:** Consider six appointments to the Animal Services Advisory Board, five appointments to the Board of Health, three appointments to the Keep Lubbock Beautiful Advisory Committee, two appointments to the North and East Lubbock Community Development Corporation Board of Directors, three appointments to the Urban Design and Historic Preservation Commission, five appointments to the Veterans Advisory Committee, and one appointment to the Zoning Board of Adjustment.

Animal Services Advisory Board:

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Karen Gibson to appoint Cassandra Wooden to replace Brenda Bobo.

Vote: 6 - 0 Motion carried
Other: Council Member Victor Hernandez (ABSENT)

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to appoint Michael Cole to replace Kia Riemath.

Vote: 6 - 0 Motion carried
Other: Council Member Victor Hernandez (ABSENT)

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Jeff Griffith to reappoint Jane Brewer, Eric Cunningham, Melanie Tatum, and Bill Young.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

Board of Health:

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to reappoint Claudia Bustos.

Vote: 6 - 0 Motion carried
Other: Council Member Victor Hernandez (ABSENT)

Motion by Council Member Jeff Griffith, seconded by Council Member Karen Gibson to appoint James Keel to replace Brian Carr.

Vote: 5 - 1 Motion carried
NAY: Council Member Latrelle Joy
Other: Council Member Victor Hernandez (ABSENT)

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to appoint Calvin Clark to replace Naidu Chekuru.

Vote: 6 - 0 Motion carried
Other: Council Member Victor Hernandez (ABSENT)

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to appoint Tyler Bradstreet to replace Wayne Culp.

Vote: 6 - 0 Motion carried
Other: Council Member Victor Hernandez (ABSENT)

Motion by Council Member Latrelle Joy, seconded by Council Member Jeff Griffith to reappoint Anne Epstein.

Vote: 5 - 1 Motion carried
NAY: Mayor Glen C. Robertson
Other: Council Member Victor Hernandez (ABSENT)

Keep Lubbock Beautiful Advisory Committee:

Motion by Council Member Latrelle Joy, seconded by Council Member Karen Gibson to appoint Bretton Villareal to replace Curt Langford.

Vote: 6 - 0 Motion carried
Other: Council Member Victor Hernandez (ABSENT)

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Karen Gibson to reappoint Paige Holland and Thomas Rohrig.

Vote: 6 - 0 Motion carried
Other: Council Member Victor Hernandez (ABSENT)

North and East Lubbock Community Development Corporation Board of Directors:

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

Vote: 6 - 0 Motion carried
Other: Council Member Victor Hernandez (ABSENT)

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Jeff Griffith to appoint Matt Stephens to fill a vacant position.

Vote: 6 - 0 Motion carried
Other: Council Member Victor Hernandez (ABSENT)

Urban Design and Historic Preservation Commission:

Motion by Council Member Karen Gibson, seconded by Mayor Pro Tem Jim Gerlt to appoint Jim Dulin to replace Charles Adams.

Vote: 6 - 0 Motion carried
Other: Council Member Victor Hernandez (ABSENT)

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Jeff Griffith to appoint Virginia Hatfield to replace Bill Mueller.

Vote: 6 - 0 Motion carried
Other: Council Member Victor Hernandez (ABSENT)

Veterans Advisory Committee:

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to reappoint David Lewis, Todd Mistrot, Luciano Ortiz, and Annette Sobel.

Vote: 6 - 0 Motion carried
Other: Council Member Victor Hernandez (ABSENT)

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to appoint Robert Musselman to replace Heather West.

Vote: 6 - 0 Motion carried
Other: Council Member Victor Hernandez (ABSENT)

Zoning Board of Adjustment: Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to appoint Jordan McKay to replace Margie Olivarez.

Vote: 6 - 0 Motion carried
Other: Council Member Victor Hernandez (ABSENT)

5:43 P.M. CITY COUNCIL ADJOURNED

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

The February 25, 2016 Regular City Council Meeting minutes were approved by the City Council on the 24th day of March, 2016.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

City of
Lubbock
TEXAS

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

Meeting Date: 03/24/2016

Information

Agenda Item

Budget Amendment Ordinance 2nd Reading - Finance: Consider Budget Ordinance 2016-O0041Amendment 17 amending the FY 2015-16 budget for municipal purposes respecting the Lubbock Power and Light (LP&L) Capital Program to amend Capital Improvement Project (CIP) 92373, Dispatch Control Room Upgrade/Remodel; establish CIP 92428, T&D Center Renovations; amend CIP 92319, Transmission Loop; amend CIP 92402, Chalker Capacity Upgrade; establish CIP 92429, Line Extension for Large Commercial Customer; providing for filing; and providing for a savings clause.

Item Summary

On March 10, 2016, the City Council approved the first reading of the ordinance.

I. Amend Capital Improvement Project 92373, Dispatch Control Room Upgrade/Remodel, by changing the name to "Dispatch Control Center - EOC"; decreasing the appropriation by $500,000, from $2,063,662 to $1,563,662; and decreasing the FY 2015 LP&L Revenue Bonds by $500,000, from $500,000 to $0.

II. Establish Capital Improvement Project 92428, T&D Center Renovations, and appropriate funding in the amount of $1,088,000, for the upgrades and remodeling of the current dispatch control center and other portions of the Municipal Hill Facility. The funding will be $588,000 FY 2014 LP&L Revenue Bonds and $500,000 FY 2015 LP&L Revenue Bonds.

III. Amend Capital Improvement Project 92319, Transmission Loop, by decreasing the appropriation by $5,373,306, from $5,736,338 to $363,032; decrease the FY 2014 LP&L Revenue Bonds by $4,736,338, from $4,736,338 to $0; and decreasing the FY 2013 LP&L Revenue Bonds by $636,968, from $1,000,000 to $363,032.

IV. Amend Capital Improvement Project 92402, Chalker Capacity Upgrade, by increasing the appropriation by $6,767,590 from $4,500,000 to $11,267,590, to be funded with $29,997 FY 2009 Water Certificates of Obligation, $1,102,007 FY 2013 LP&L Revenue Bonds, and $5,635,586 FY 2014 LP&L Revenue Bonds.

V. Establish Capital Improvement Project 92429, Line Extension for Large Commercial Customer, and appropriate funding in the amount of $1,000,000, for the costs associated in extending the lines for a new commercial customer within the LP&L service territory. The funding will be $1,000,000 FY 2014 LP&L Revenue Bonds.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2015-16 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE LUBBOCK POWER AND LIGHT CAPITAL PROGRAM TO AMEND CAPITAL IMPROVEMENT PROJECT (CIP) 92373, DISPATCH CONTROL ROOM UPGRADE/REMODEL; ESTABLISH CIP 92428, T&D CENTER RENOVATIONS; AMEND CIP 92319, TRANSMISSION LOOP; AMEND CIP 92402, CHALKER CAPACITY UPGRADE; ESTABLISH CIP 92429, LINE EXTENSION FOR LARGE COMMERCIAL CUSTOMER; 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 2015-16 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 2015-16 (Budget Amendment #17) for municipal purposes, as follows:

I. Amend Capital Improvement Project 92373, Dispatch Control Room Upgrade/Remodel, by changing the name to "Dispatch Control Center - EOC"; decreasing the appropriation by $500,000, from $2,063,662 to $1,563,662; and decreasing the FY 2015 LP&L Revenue Bonds by $500,000, from $500,000 to $0.

II. Establish Capital Improvement Project 92428, T&D Center Renovations, and appropriate funding in the amount of $1,088,000, for the upgrades and remodeling of the current dispatch control center and other portions of the Municipal Hill Facility. The funding will be $588,000 FY 2014 LP&L Revenue Bonds and $500,000 FY 2015 LP&L Revenue Bonds.

III. Amend Capital Improvement Project 92319, Transmission Loop, by decreasing the appropriation by $5,373,306, from $5,736,338 to $363,032; decrease the FY 2014 LP&L Revenue Bonds by $4,736,338, from $4,736,338 to $0; and decreasing the FY 2013 LP&L Revenue Bonds by $636,968, from $1,000,000 to $363,032.

IV. Amend Capital Improvement Project 92402, Chalker Capacity Upgrade. by increasing the appropriation by $6,767,590 from $4,500,000 to $11,267,590, to be funded with $29,997 FY 2009 Water Certificates of Obligation, $1,102,007 FY 2013 LP&L Revenue Bonds, and $5,635,586 FY 2014 LP&L Revenue Bonds.

V. Establish Capital Improvement Project 92429, Line Extension for Large Commercial Customer, and appropriate funding in the amount of $1,000,000, for the costs associated in extending the lines for a new commercial customer within the LP&L service territory. The funding will be $1,000,000 FY 2014 LP&L Revenue Bonds.

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

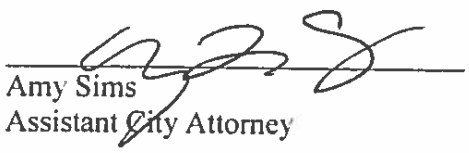
ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:



Amy Sims
Assistant City Attorney

ccdocs/BudgetFY1516Amend17.ord
February 29, 2016

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

Meeting Date: 03/24/2016

Information

Agenda Item

Budget Amendment Ordinance 2nd Reading - Finance: Consider Budget Ordinance 2016-O0039 Amendment 18 amending the FY 2015-16 budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project 92312, Bailey County Well Field Disinfection System; providing for filing; and providing for a savings clause.

Item Summary

On March 10, 2016, the City Council approved the first reading of the ordinance.

I. Amend Capital Improvement Project 92312, Bailey County Well Field Disinfection System, by decreasing the appropriation by $500,000, from $4,000,000 to $3,500,000, and decreasing the FY 2016 Water Revenue Certificates of Obligation by $500,000 from $500,000 to $0.00.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 18

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2015-16 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE CAPITAL PROGRAM TO AMEND CAPITAL IMPROVEMENT PROJECT 92312, BAILEY COUNTY WELL FIELD DISINFECTION SYSTEM; 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 2015-16 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 2015-16 (Budget Amendment #18) for municipal purposes, as follows:

I. Amend Capital Improvement Project 92312, Bailey County Well Field Disinfection System, by decreasing the appropriation by $500,000, from $4,000,000 to $3,500,000, and decreasing the FY 2016 Water Revenue Certificates of Obligation by $500,000, from $500,000 to $0.00.

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/BudgetFY1516.Amend18.ord
February 29, 2016

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

Meeting Date: 03/24/2016

Information

Agenda Item

Ordinance Amendment 1st Reading - Accounting: Ordinance amending Chapter 18, Taxation, of the Lubbock Code of Ordinances, providing for the amendment of such code regarding sales tax.

Item Summary

Ordinance amendment 2012-00071 was approved on July 26, 2012. This amendment contained an error that has now surfaced.

The City/Lubbock Power and Light imposes the taxes authorized on the sale and use of electricity for residential use as authorized by the Texas Tax Code, Section 321.105.

The City retains the portion of sales tax that the City collects that constitutes the City's own tax (residential, commercial, etc.), as authorized by the Texas Tax Code, Section 321.312. If we remit it to the State and then they allocate it back to us, it will be assessed a 2% fee by the State.

The ordinance amendment approved in July, 2012, mistakenly combined these two sections and states that the City will retain the portion of sales tax that the City collects that constitutes the City's own tax on the sale and use of electricity for residential use only. This inadvertently limits the amount that the City may retain to only residential electric use sales tax.

This amendment will align the ordinance with what the City is actually doing.

Fiscal Impact

None.

Staff/Board Recommending

Linda Cuellar, Interim Director of Finance

Attachments

Ordinance - Imposition and Retention of Taxes

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 18, "TAXATION", OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS BY AMENDING SECTION 18.01.007 TO CORRESPOND TO SECTION 321.105 OF THE TEXAS TAX CODE; BY ADDING SECTION 18.01.010 TO REFLECT THE RETENTION OF CERTAIN MUNICIPAL SALES TAXES AS PROVIDED IN SECTION 321.312 OF THE TEXAS TAX CODE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock, Texas finds and determines that it is in the best interest of the health, safety, and welfare of the citizens of the City of Lubbock to make the following amendment to Chapter 18 of the Code of Ordinances of the City of Lubbock; **NOW THEREFORE**,

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

SECTION 1. THAT Section 18.01.007 of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

Sec. 18.01.007 Imposition of sales and use tax on gas and electricity

The City will impose the taxes authorized on the receipts from the sale, production, distribution, lease, or rental of, and the use, storage, or other consumption of gas and electricity for residential use as determined by a majority vote of the City Council and authorized by the Texas Tax Code, Section 321.105.

SECTION 2. THAT, the Code of Ordinances, City of Lubbock, Texas, is hereby amended by adding a Section 18.01.010, which said section reads as follows:

Sec. 18.01.010 Retention of certain municipal sales taxes

The City holds a sales and use tax permit issued by the state comptroller that imposes a sales and use tax, therefore, the City may retain the portion of the tax that the City collects and that constitutes the City's own tax, as authorized by the Texas Tax Code, Section 321.312. The City shall remit to the state comptroller all other applicable local sales and use taxes and the state sales and use tax.

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

SECTION 4. THAT should any paragraph, section, 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 5. THAT the City Secretary of the City of Lubbock is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

SECTION 6. THAT this Ordinance shall become effective, except as may otherwise be provided herein, from and after its publication as provided by law.

AND IT IS SO ORDERED.

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

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____

APPROVED AS TO FORM:

_____
Justin Pruitt, Assistant City Attorney

Ord. Taxation – Section 18.01.007 & 18.01.010 – Imposition and Retention of Taxes – 3.4.16
March 4, 2016

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

Meeting Date: 03/24/2016

Information

Agenda Item

Ordinance 2nd Reading - City Secretary: Consider Ordinance 2016-O0040 declaring the unopposed candidate in the May 7, 2016, General City Election to fill a vacancy in City Council District 6 to be elected to office; canceling the Election; providing a savings clause; and providing an effective date.

Item Summary

On March 10, 2016, the City Council approved the first reading of the ordinance.

The City Secretary has certified in writing that for the City Council District 6 position, there is no proposition on the ballot, that no person has made a declaration of write-in candidacy, and that the only candidate on the ballot to fill a vacancy in the General City Election for Council District 6 on May 7, 2016, is unopposed for election to office. Subchapter C, Chapter 2, Election Code, authorizes the City Council to declare the unopposed candidate, Latrelle Bright Joy, elected to office and cancel the election. Ms. Joy shall be issued a certificate of election following the time the election would otherwise have been canvassed.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Ordinance

ORDINANCE NO. _____

AN ORDINANCE DECLARING THE UNOPPOSED CANDIDATE IN THE MAY 7, 2016, GENERAL CITY ELECTION TO FILL A VACANCY IN CITY COUNCIL DISTRICT NO. 6 TO BE ELECTED TO OFFICE; CANCELING THE ELECTION; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lubbock called a General City Election to be conducted on May 7, 2016, to fill a vacancy in City Council District No. 6; and

WHEREAS, the City Secretary has certified in writing that there is no proposition on the ballot, that no person has made a declaration of write-in candidacy, and that the only candidate on the ballot is unopposed for election to office; and

WHEREAS, under such circumstances, Subchapter C, Chapter 2, Election Code, authorizes the City Council to declare the unopposed candidate elected to office and cancel the election; NOW THEREFORE:

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

SECTION 1. THAT the following named candidate, who is unopposed in the General City Election to fill a vacancy in City Council District 6 on May 7, 2016, is hereby declared elected to office, and shall be issued a certificate of election following the time the election would otherwise have been canvassed.

LATRELLE BRIGHT JOY

SECTION 2. THAT the General City Election for City Council District No. 6 to be conducted May 7, 2016, is hereby cancelled and the City Secretary is hereby ordered and directed to cause a copy of this ordinance to be posted on Election Day at each polling place that would have been used in said election.

SECTION 3. THAT It is declared to be the intent of the City Council that the phrases, clauses, sentences, paragraphs and section of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance is declared invalid by the judgment or decree of a court of competent jurisdiction, the invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance since the City Council would have enacted them without the invalid portion.

SECTION 4. THAT this ordinance shall take effect upon final passage by the City Council.

AND IT IS SO ORDERED.

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Rebecca Garza, City Secretary

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

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

Meeting Date: 03/24/2016

Information

Agenda Item

Ordinance 1st Reading – Right-of-Way: Consider an ordinance abandoning and closing a two-foot wide underground street light cable easement on Lot 55, The Estates at Vintage, an addition to the City of Lubbock, Lubbock County, Texas located at 4808 120th Street.

Item Summary

The ordinance abandons and closes a two-foot wide underground street light cable easement along the north side of Lot 55, The Estates at Vintage. The easement is not needed due to new construction on the property. A new easement will be dedicated to replace the closure.

Lubbock Power and Light is in agreement with this closure.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - The Estates at Vintage

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A 2' UNDERGROUND STREET LIGHT AND CABLE EASEMENT LOCATED OUT OF LOT 55, THE ESTATES AT VINTAGE, LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

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

AND IT IS SO ORDERED.

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

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

_____
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

A&C-The Estates at Vintage, Lot 55
2.25.16

EXHIBIT "A"

AMD ENGINEERING, L

2' UNDERGROUND STREET LIGHT AND CABLE EASEMENT CLOSURE

Metes and Bounds Description on a 284 Sq. Ft. tract of land out of Lot 55, The Estates at Vintage, an Addition to the City of Lubbock, Lubbock County, Texas, recorded in County Clerk File Number 2014026112, Official Public Records of Lubbock County, Texas, and out of Section 23, Block E-2, Lubbock County, Texas, and being more particularly described as follows:

BEGINNING at a point for the Northwest and beginning corner of this easement whence the most Westerly Northwest corner of said Lot 55, The Estates at Vintage, bears S37°36'16"W, a distance of 5.92 feet;

Thence N37°36'16"E, a distance of 2.00 feet to a point for the Northeast corner of this easement;

Thence S50°33'05"E, a distance of 142.10 feet to a point for the Southeast corner of this easement;

Thence Southwesterly, along the arc of a curve to the left, an arc distance of 2.00 feet to a point for the end of said curve to the left and for the Southeast corner of this easement; said curve having a radius of 43.00 feet, a central angle of 02°40'13", a chord that bears S35°51'39"W, and a chord distance of 2.00 feet;

Thence N50°33'05"W, a distance of 142.16 feet to the Point of Beginning.

Containing 284 Sq. Ft. more or less.

Bearings are related to the South line of the North Half of Section 23, Block E-2, as being previously recognized as N89°56'27"W.

Job No. 15268

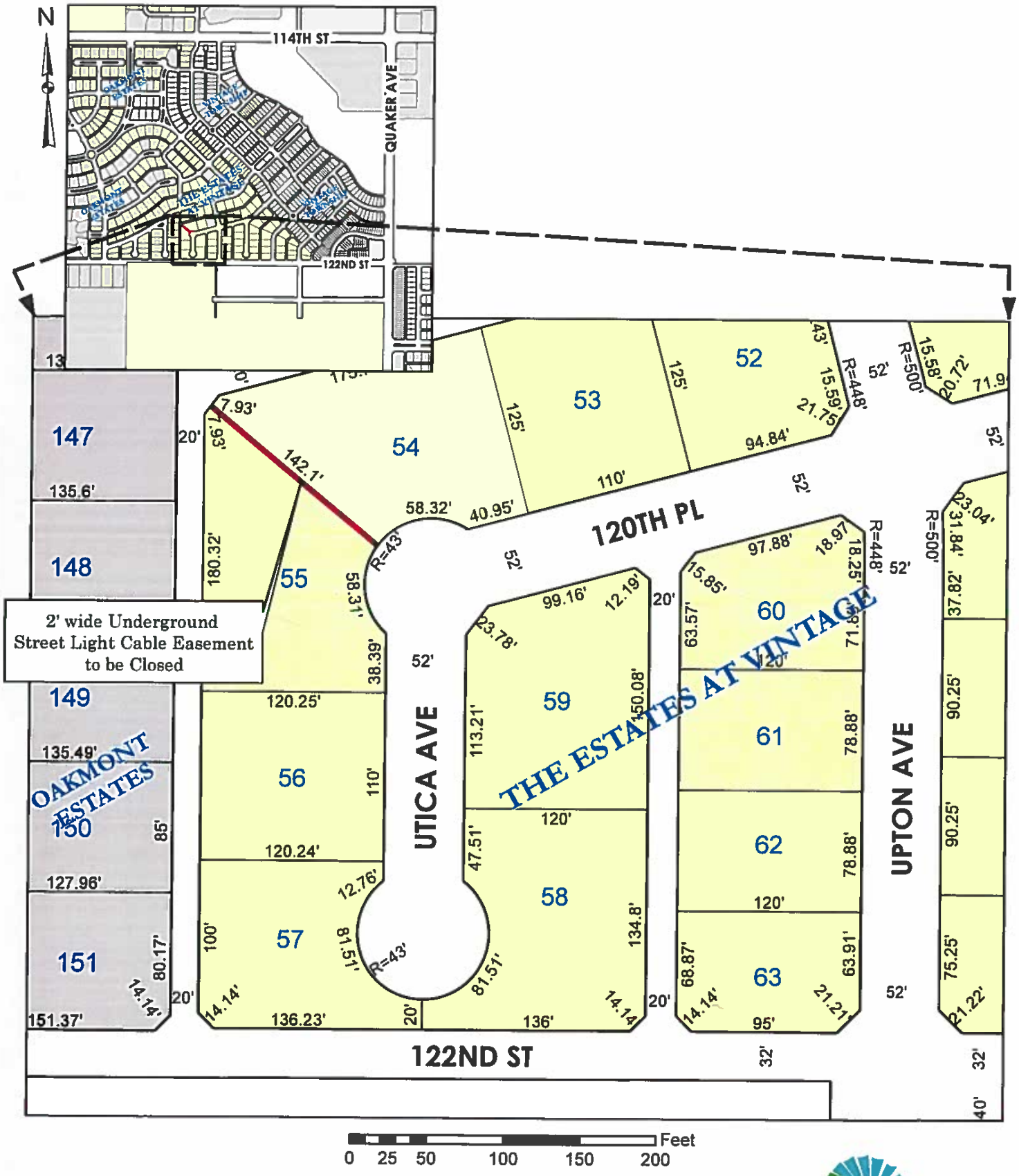
February 22, 2016

Charles Lynn Sawyer
Registered Professional Land Surveyor No. 5809

STATE OF TEXAS
REGISTERED
CHARLES LYNN SAWYER
5809
PROFESSIONAL
LAND SURVEYOR

P:\2015\15268-MCMAHAN PARADE\SURVEYING\FIELDNOTE DESCRIPTIONS\15268-S23BE2-USE-CLOSURE.doc

Proposed Closing of a 2' wide Underground Street Light Cable Easement Located in Lot 55, The Estates at Vintage Addition



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

City of Lubbock TEXAS

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

Meeting Date: 03/24/2016

Information

Agenda Item

Ordinance 1st Reading – Right-of-Way: Consider an ordinance abandoning and closing a five-foot underground utility easement located in Lot 5, Lewis Estates an addition to the City of Lubbock, Lubbock County, Texas located at 5227 21st Street.

Item Summary

This ordinance abandons and closes a five-foot underground utility easement located in Lot 5, Lewis Estates Addition, which is located at 21st Street and Aberdeen Avenue. The closure is due to new construction on the lot. Public Works Engineering and all utility companies are in agreement with the closure.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - Lewis Estates

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A 5' WIDE UNDERGROUND UTILITY EASEMENT LOCATED IN LOT 5, LEWIS ESTATES ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

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

AND IT IS SO ORDERED.

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

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

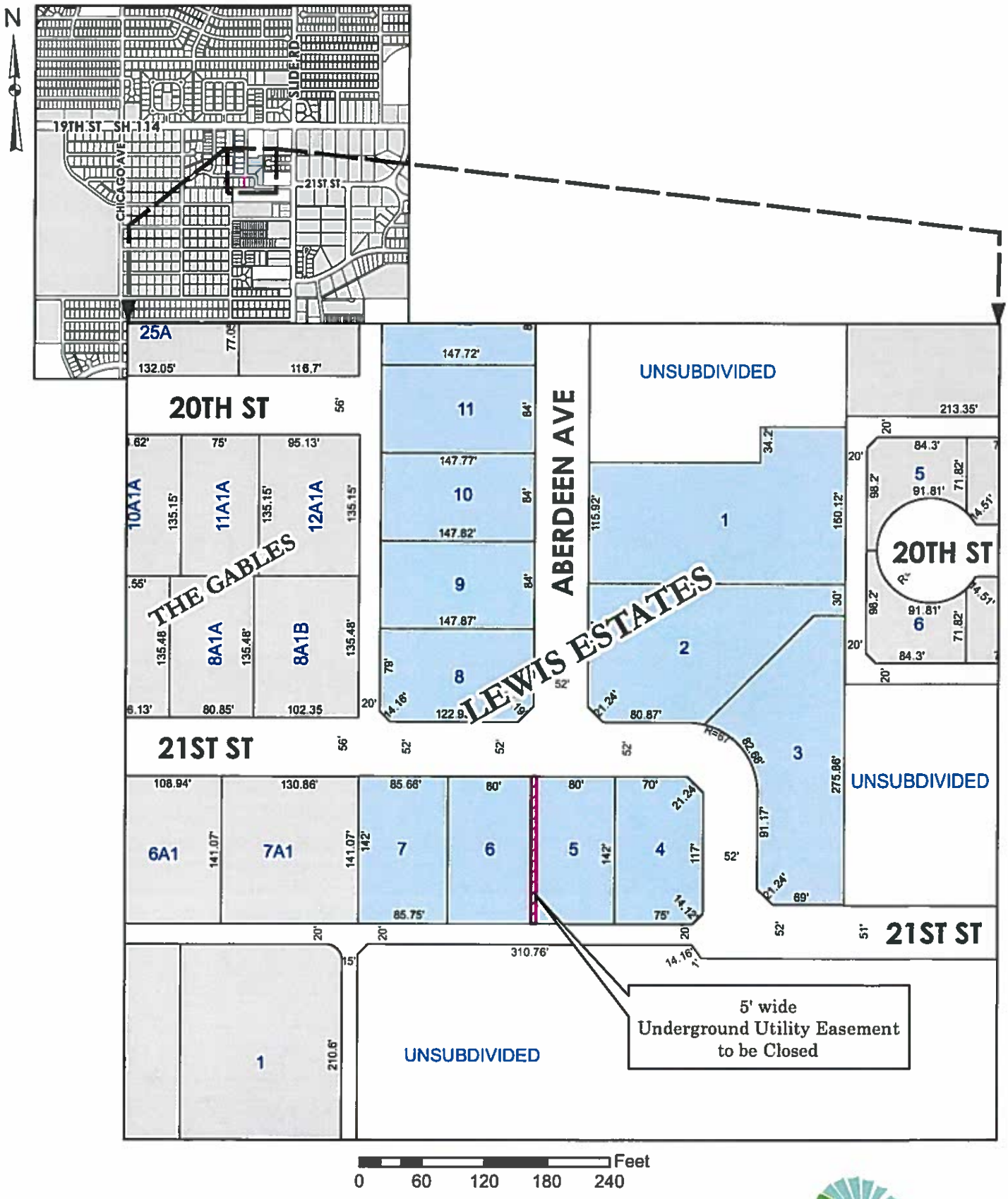
Chad Weaver, City Attorney

A&C-UUE –Section 5, Lewis Estates
3.7.16

Exhibit " A "

The 5' wide underground utility easement located along the West 5-foot of Lot 5, Lewis Estates Addition to the City of Lubbock, Lubbock County, according to the map, plat and/or dedication deed thereof recorded in the office of the County Clerk of Lubbock County, Texas, Volume 7119 Page 282

Proposed Closing of a 5' wide Underground Utility Easement
Located Along the West 5' of Lot 5, Lewis Estates Addition



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

City of Lubbock TEXAS

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

Meeting Date: 03/24/2016

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute an alley-use-license with US Lubbock Commercial, LLC., to use a portion of a dedicated alley for three fire escape stairs.

Item Summary

The alley-use-license allows the owner to keep three fire escape stairs in the alley right-of-way. The charge for this license is $549 payable in advance for the first five-year term and each successive five-year term not to exceed twenty years. All utility companies are in agreement with this license.

Fiscal Impact

Revenue to the General Fund of $110 per year.

Staff/Board Recommending

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

Attachments

Resolution - Alley Use License - US Lubbock Commercial, LLC

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Alley Use License, by and between the City of Lubbock and US Lubbock Commercial, LLC, a Nebraska limited liability company, doing business in the State of Texas under the assumed name The Que Lubbock, and all related documents. Said License is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council this _____, 2016.

_____
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.Alley Use Lic- US Lubbock Commercial, LLC 2.4.16

ALLEY USE LICENSE

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

This License made this _____ day of _____, 2016, being the date of this Agreement between the **CITY OF LUBBOCK, TEXAS,** a Home Rule Municipal Corporation, and **US LUBBOCK COMMERCIAL, LLC,** a Nebraska limited liability company, and doing business in the State of Texas under the assumed name The Que Lubbock, a Texas limited liability company, hereinafter called "LICENSEE."

WITNESSETH:

Subject to the terms, conditions, and provisions herein, the **CITY OF LUBBOCK** does hereby grant to the LICENSEE, the right, privilege and License to use a portion of dedicated alley to have accessible exit (ramp) for the building as described in Exhibit "A."

The term of this License shall be for five (5) years from date hereof, and shall be automatically extended for successive five (5) year terms not to exceed twenty (20) years in any event unless either party shall give written notice of termination to the other party before the expiration of the first, second or third five (5) year term, as the case may be, and the CITY OF LUBBOCK retains the right at its election to cancel and revoke this License, with or without cause, upon thirty (30) days notice to LICENSEE. Said notice shall be deemed properly served if deposited in the post office, postage paid, addressed to LICENSEE at **129 N 10th St, Lincoln, NE, 68508,** or the last known address of LICENSEE. MF Capitol Hall

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

1. LICENSEE shall pay to the CITY OF LUBBOCK as compensation for such grant the sum of FIVE HUNDRED AND FORTY EIGHT DOLLARS AND 90/100 ($548.90) cash in advance contemporaneously with the acceptance and execution hereof by LICENSEE for the first five (5) year term of this License, and thereafter such rate of compensation may be changed for each succeeding five (5) year term by the CITY OF LUBBOCK to a rate of compensation which is based on procedures and policies as established by the City Council of the CITY OF LUBBOCK, based on an appraisal of the fair market value of such land by the Right-of-Way Department of the CITY OF LUBBOCK, as applied to the formula for determining such rate established by the City Council. If such rate is not changed by the CITY OF LUBBOCK, the rate for the preceding five (5) year term shall apply. The CITY OF LUBBOCK shall notify the LICENSEE of any change in rates in writing ninety (90) days before the start of the five (5) year term to which such change in rate shall apply, and if such notification is not made, then the rate for the preceding five (5) year term shall apply.

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

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

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

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

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

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

- Bodily Injury and Property Damage
- Broad Form Contractual Liability

Owner shall provide a Certificate of Insurance to the City of Lubbock as evidence of the required insurance coverage. The Certificate will provide 30 days notice of cancellation. Such Certificate of Insurance shall name the City of Lubbock as an additional insured and must include wording which states that the policy shall be primary with respect to any insurance carried by City of Lubbock and be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

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

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

seek any and all forms of relief in a court of competent jurisdiction. Further, the CITY OF LUBBOCK shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

CITY OF LUBBOCK

By: _____
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

AGREED TO AND ACCEPTED this 3rd day of March, 2016.

Licensee:

US LUBBOCK COMMERCIAL, LLC

By: _____

Title: Manager of U.S. Property Management, LLC, Manager

Print: Monte Froehlich

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

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

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

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

THE STATE OF ~~TEXAS~~ NEBRASKA §

COUNTY OF LANCASTER §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Monte Frechlich, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of said US Lubbock Commercial, LLC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of March, 2016.

GENERAL NOTARY - State of Nebraska
JOY URQUHART
My Comm. Exp. Nov. 9, 2016

Notary Public in and for the State of Texas
My Commission Expires: 11/9/2016

Licence-Alley Use- US Lubbock Commercial, LLC 2.4.16

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www.R2Meng.com
5012 50th Street, Suite 204 Lubbock, TX 79414 P: (806) 783-9944 F: (806) 783-9966

EXHIBIT "A"

EXHIBIT A

FIELD NOTES FOR THREE- FIVE (5) FOOT ALLEY ENCROACHMENT EASEMENTS, ADJACENT TO THE SOUTH LINE OF LOTS FIVE (5) THROUGH TWELVE (12), ALL INCLUSIVE, AND THE EAST 21.92 FEET OF LOT THIRTEEN (13), BLOCK EIGHT (8), MCCRUMMEN'S SECOND ADDITION, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 26, PAGE 60, DEED RECORDS, LUBBOCK COUNTY, TEXAS, AND WITHIN THE BLOCK EIGHT (8) 20' ALLEY OF SAID MCCRUMMEN'S SECOND ADDITION, AND BEING MORE PARTICULARY DESCRIBED AS FOLLOWS:

EASEMENT #1- Beginning for point of reference at the southwest corner of the east 21.92 feet of above said Lot 13 also being in the east right-of-way line of Avenue Q and the North line of said Block Eight 20' Alley, thence with the North line of said 20' alley East 31.42' to the Beginning Point of Easement #1;
Thence perpendicular to the North line of said 20' Alley and into said Alley south 5 feet to the southwest corner of Easement #1;
Thence parallel to the North line of said Alley, east 31.25' to the southeast corner of Easement #1;
Thence perpendicular to the North line of said Alley North 5' to the northeast corner of Easement #1 being a point in the North line of said Alley and the south line of Lot 12, said Block 12;
Thence west with the North line of said Alley and the south line of said Lot 12 a distance of 31.25 feet to the Beginning point of this Easement #1, and containing 156.25 square feet more or less.

EASEMENT #2- Beginning for point of reference at the southwest corner of the east 21.92 feet of above said Lot 13 also being in the east right-of-way line of Avenue Q and the North line of said Block Eight 20' Alley, thence with the North line of said 20' alley East 124.94' to the Beginning Point of Easement #2 also being in the South line of Lot 10, said Block 12;
Thence perpendicular to the North line of said 20' Alley and into said Alley south 5 feet to the southwest corner of Easement #2;
Thence parallel to the North line of said Alley, east 35.77' to the southeast corner of Easement #2;
Thence perpendicular to the North line of said Alley North 5' to the northeast corner of Easement #2 being a point in the North line of said Alley and the south line of said Lot 10;
Thence west with the North line of said Alley and the south line of said Lot 10 a distance of 35.77 feet to the Beginning point of this Easement #2, and containing 178.85 square feet more or less.

EASEMENT #3- Beginning for point of reference at the southwest corner of the east 21.92 feet of above said Lot 13 also being in the east right-of-way line of Avenue Q and the North line of said Block Eight 20' Alley, thence with the North line of said 20' alley East 217.90' to the Beginning Point of Easement #3 also being in the South line of Lot 8, said Block 12;

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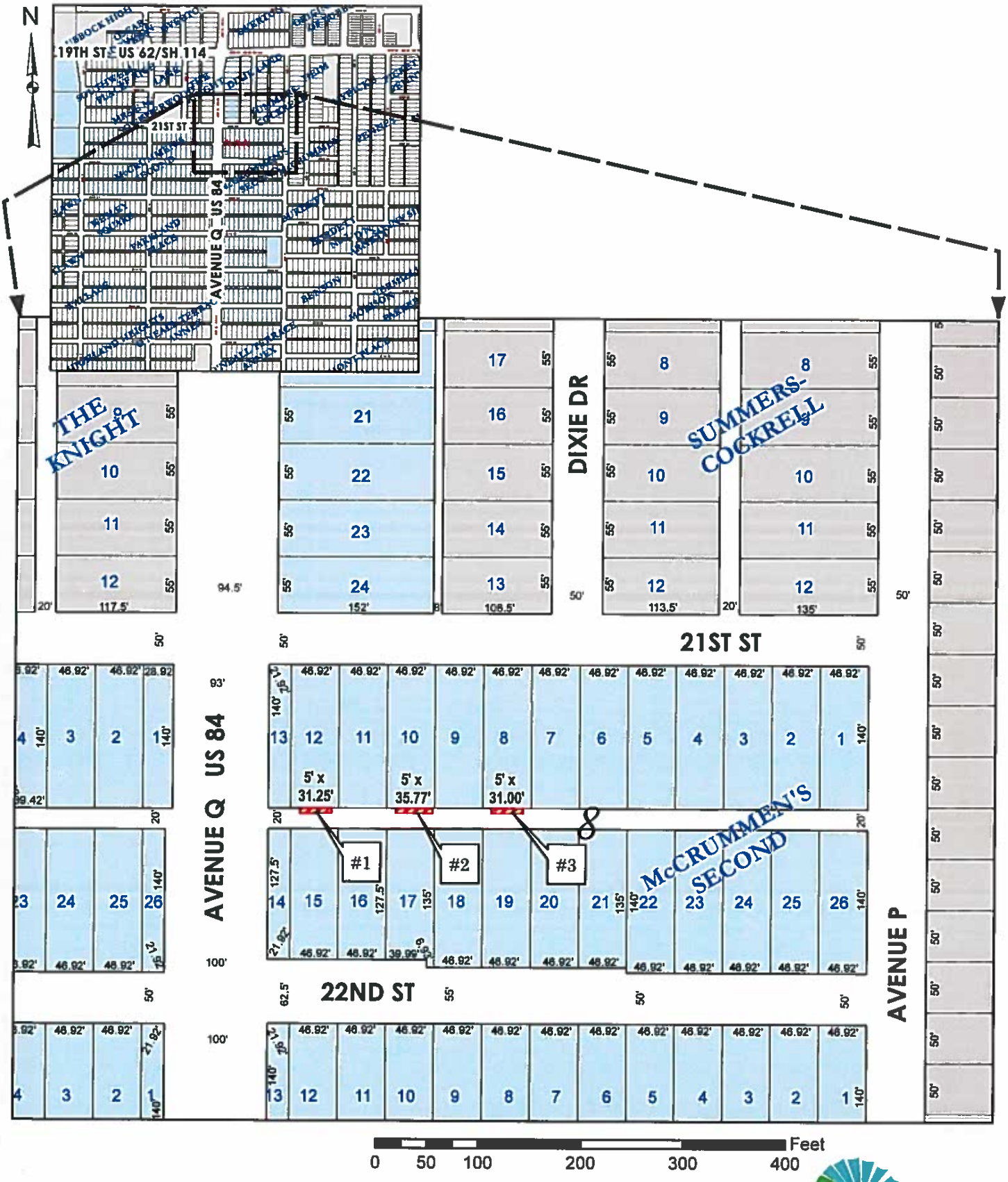
Thence perpendicular to the North line of said 20' Alley and into said Alley south 5 feet to the southwest corner of Easement #3;
Thence parallel to the North line of said Alley, east 31.00' to the southeast corner of Easement #3;
Thence perpendicular to the North line of said Alley North 5' to the northeast corner of Easement #3 being a point in the North line of said Alley and the south line of said Lot 8;
Thence west with the North line of said Alley and the south line of said Lot 8 a distance of 31.00 feet to the Beginning point of this Easement #3, and containing 155.00 square feet more or less.

These field notes were prepared from public records and documents by Jeryl D. Hart, Jr., Register Professional Surveyor No. 1871 on January 20, 2016.

Jeryl D Hart Jr 2-15-16

Corrected 2/15/2016

Proposed 5' wide Alley Use License Areas
Located Adjacent to Lots 8, 10 & 12, Block 8, McCrummen's Second Addition



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

City of Lubbock TEXAS

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

Meeting Date: 03/24/2016

Information

Agenda Item

Resolution - Water Resources: Consider a resolution authorizing the Mayor to execute contract 12749 with Massey Irrigation for Center Pivot Replacement at the Lubbock and Wilson Farms, ITB 16-12749-SS.

Item Summary

The City's wastewater operations includes using treated wastewater for growing agriculture crops on more than 5,000 acres of farmland located at the Lubbock Land Application Site (LLAS) located outside East Loop 289 and the Hancock Land Application Site (HLAS) located north of Wilson, Texas. The treated wastewater is applied to the crops by using center pivot systems. These systems are used on a daily basis at both sites. The use of these systems is regulated by the Texas Commission on Environmental Quality in accordance with the City's wastewater permit. Eventually, the center pivot systems reach their useful life and must be replaced. This contract provides for the purchase, installation and replacement of four center pivot systems. Two of the pivot systems will replace two units that have been in operation since 1991 at the LLAS. The other two pivot systems will replace two units that have been in operation since 1981 at the HLAS. Staff recommends that the lump sum contract be awarded to the sole bidder, Massey Irrigation, of Lubbock, Texas in the amount of $291,648.

Fiscal Impact

The equipment is approved in the Adopted FY 2015-16 Master Lease Program.

Staff/Board Recommending

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

Attachments

Resolution & Contract - Massey Irrigation

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 12749 for Center Pivot Replacement for the Lubbock and Wilson Farms, by and between the City of Lubbock and Massey Irrigation of Lubbock, Texas, and any related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
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:

_____
Amy L. Sims, Deputy City Attorney

RES.Contract-Nbr 12749, Massey Irrigation
3.7.16

Contract 12749

City of Lubbock, TX
Contract for Services
Center Pivot Replacement for the Lubbock and Wilson Farms

THIS CONTRACT made and entered into this **24** day of **March, 2016**, by and between the City of Lubbock ("City"), and **Massey Irrigation**, ("Contractor").

WITNESSETH:

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

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

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

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

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

3. The Contractor shall perform the work according to the procedures outlined in the bid form, specifications and general conditions attached hereto. The contract shall be for a term of NINETY days, said date of term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.

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

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

6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

TYPE	AMOUNT
General Liability Commercial General Liability General Aggregate	$1,000,000
Automotive Liability Combined Single Limit Per Occurrence	$1,000,000
Workers Compensation Or Employers' Liability	Statutory Amounts $500,000

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

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

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

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

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

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

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

(30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

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

11. This Contract consists of the following documents set forth herein; Invitation to Bid No. 16-1749-SS, Specifications, and the Bid Form.

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

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

CONTRACTOR

BY Ronnie DuBois
Authorized Representative

RONNIE DuBOIS
Print Name

4611 IDALOU RD.
Address

LUBBOCK TX 79403
City, State, Zip Code

BID FORM
Center Pivot Replacement for the Lubbock and Wilson Farms
City of Lubbock, TX
ITB No. 16-12749-SS

In compliance with the **Invitation to Bid 16-12749-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 16-12749-SS** is by reference incorporated in this contract. The Bid Form **must be completed** in blue or black **ink** or by typewriter.

ITEM	QTY (+/-)	UNIT OF MEASURE	DESCRIPTION	PRICE	Delivery Days ARO**
1.	1	LS	Purchase, Delivery, and Installation of a 1,255 foot pivot irrigation system (to replace No. L16), including new flow meter, located at the Lubbock Land Application Site, based on specifications listed below, including dismantling existing system and moving to a location outside the circle. **PER SPECIFICATIONS.**	$ 72,200.00	30DAYS
2.	1	LS	Purchase, Delivery, and Installation of a 1,260 foot pivot irrigation system (to replace No. L17), including new flow meter, located at the Lubbock Land Application Site, based on specifications listed below, including dismantling existing system and moving to a location outside the circle. **PER SPECIFICATIONS.**	$ 72,280.00	30DAYS
3.	1	LS	Purchase, Delivery, and Installation of a 1,328 foot pivot irrigation system (to replace No. Lot H8), including new flow meter, located at the Lubbock Land Application Site-Wilson Site, based on specifications listed below, including dismantling existing system and moving to a location outside the circle. **PER SPECIFICATIONS.**	$ 75,678.00	30DAYS
4.	1	LS	Purchase, Delivery, and Installation of a 1224 foot pivot irrigation system (to replace No. Lot H16), including new flow meter, located at the Lubbock Land Application Site-Wilson Site, based on specifications listed below, including dismantling existing system and moving to a location outside the circle. **PER SPECIFICATIONS.**	$ 71,490.00	30 DAYS
			Total	$ 291,648.00	

Work will be done at two different locations:

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

City of Lubbock
Minimum Specifications for the purchase of
Four Center Pivots for Land Application Operations
Two - Lubbock Land Application and Two – Wilson Land Application

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

Vendor Name: MASSEY IRRIGATION Vendor Phone: 806-763-5193

No.	Item	Description	Vendor Compliance	
			Yes	No
1.	**Overall Length and Scope of Work**	New pivots shall be tied into existing pipeline. The successful bidder will be required to measure the distance of all obstacles in each field to ensure clearance of the pivot towers.	✓	
1.1		Purchase, Delivery, and Installation of a 1,255 foot pivot irrigation system (to replace No. L16), including new flow meter, located at the Lubbock Land Application Site, based on specifications listed below, including dismantling existing system and moving to a location outside the circle.	✓	
1.2		Purchase, Delivery, and Installation of a 1,260 foot pivot irrigation system (to replace No. L17), including new flow meter, located at the Lubbock Land Application Site, based on specifications listed below, including dismantling existing system and moving to a location outside the circle.	✓	
1.3		Purchase, Delivery, and Installation of a 1,328 foot pivot irrigation system (to replace No. Lot H8), including new flow meter, located at the Lubbock Land Application-Wilson Site, based on specifications listed below, including dismantling existing system and moving to a location outside the circle.	✓	
1.4		Purchase, Delivery, and Installation of a 1,224 foot pivot irrigation system (to replace No. Lot H16), including new flow meter, located at the Lubbock Land Application-Wilson Site, based on specifications listed below, including dismantling existing system and moving to a location outside the circle.	✓	
2.	**Main Pipe**			
2.1		8 inch – 6-5/8 inch, as required to reach desired flows at desired pressure.	✓	
2.2		-0.0115 inch wall thickness.	✓	
2.3		Piping will be formed from aisisae 1010 coil sheet.	✓	

No.	Item	Description	Vendor Compliance	
			Yes	No
3.	**Pivot Assembly**			
3.1		8 inch O.D. riser, Poly seal gasket for high and low pressure.	✓	
3.2		4 inch x 4 inch x 3/8 inch angle iron legs with 4 – 2 inch x 2 inch x 3/16 inch angle braces on all 4 sides.	✓	
3.3		Adjustable ring lock elbow.	✓	
3.4		Connection between pivot assembly and the first span must be flexible to allow for grade changes on the first tower.	✓	
4.	**Truss Design**			
4.1		Truss rods 11/16 inch with manufacturer's standard heavy duty under truss braces.	✓	
5.	**Towers**			
5.1		Four legs constructed of 3 inch x 3 inch x ¼ inch angle iron bolted to 6-5/8 inch x 11 gauge tubular non-towable mobile base.	✓	
5.2		Legs must have a minimum of 5 tie braces.	✓	
5.3		Wheelbase minimum 13.0 feet maximum span length 160 feet.	✓	
6.	**All Towers**			
6.1		Connections must be of pin and hinge type design with flexible rubber boot with clamps or acceptable approved equivalent.	✓	
7.	**Steel Structure**			
7.1		Components shall be hot-dipped galvanized to ASTM 123-73 specifications.	✓	
7.2		A minimum coat of 2.00oz/ft² average shall be applied.	✓	
8.	**Fasteners**			
8.1		All fasteners used on the system shall be grade 5 zinc coated or better.	✓	
9.	**End Booms**			
9.1		End booms lengths shall not exceed 40 feet.	✓	
10.	**Hydraulics**			
10.1		Operating PSI 25, Maximum 35 PSI. All systems, will be equipped with 360 degree Senninger spray nozzles, spaced on 120 inch centers, with 30 inch plugged outlets, with plastic plugs.	✓	
10.2		Rubber hose drops 3 feet above ground, standard ¾ inch x 12 inch gooseneck use pipe dope on all goosenecks with 1-3/4 pound weights.	✓	

No.	Item	Description	Vendor Compliance	
			Yes	No
10.3		Each drop shall be equipped with a plastic cut-off valve.	✓	
10.4		Oversized main line diameters in a combination with the specified minimum diameter shall be provided as necessary for each system to obtain the desired flow volume at the desired operating pressure.	✓	
10.5		Minimum flows at 25 PSI per system at the pivot point – all calculations shall use a 140 C factor – are as follows: LLAS Plot L16 – 1,000 GPM LLAS Plot L17 – 1,000 GPM LLAWS Plot H8 – 850 GPM LLAWS Plot H16 – 1,050 GPM	✓	
11.	**Flow Meter**	Seametrics AG2000-800-148 or City approved equal.	✓	
11.1		Spool-type electromagnetic, no moving parts.	✓	
11.2		8 inch, flanged, ANSI 150lb. Drilling	✓	
11.3		150 psi	✓	
11.4		Operating temperature: 10-130 degrees F.	✓	
11.5		Non-operating temperature: -40 – 158 degrees F.	✓	
11.6		Accuracy: +/-1% of reading from 10% to 100% of reading	✓	
11.7		Accuracy: +/-2% of reading from cutoff to 100% of reading	✓	
11.8		Welded steel, epoxy-coated; Dual durometer rubber liner; Diecast aluminum, powder coated electronics housing; 316 stainless steel electrodes.	✓	
11.9		Display Rate-Digits 5: Gallon/minute, Liter/minute, Cubic Feet/minute, Feet/hour, Gallon/second, Liter/second, Cubic Feet/second, Cubic Meter/minute. Display Rate-Digits 8: Gallon, gallonx1000, Liter, Literx1000, Acre feet, cubic feet, million gallon, acre inch	✓	
11.10		Compatible with external power source, 7-32 Vdc, 30mA, lithium battery backup in case of power failure, 10 year life.	✓	
11.11		Conductivity: > 20 microSiemens/cm	✓	
11.12		Empty pipe detection hardware/software, conductivity based.	✓	
11.13		Environmental: NEMA 4X standard	✓	

No.	Item	Description	Vendor Compliance	
			Yes	No
12.	**Electrical and Mechanical**			
12.1		Auto-reverse will be needed on the following units: LLAS Plot L HLAS Plot H	✓	
12.2	**All Electrical**			
12.2.1		All electrical components must comply with the following national electrical code sections: 1. Article 250-51 Effective Grounding 2. Article 250-114 Effective Grounding 3. Article 310 Minimum Size of Conductors 4. Article 210-5 Color Code for Branch or Controlled 5. Article 430 Motors, Motor Circuits, or Controlled 6. Article 675 Electrically Driven on Controlled Irrigation Machines. 7. National Fire Protection Standard No. 70, National Electrical Code.	✓	
12.3	**Primary Power**			
12.3.1		3-phase, 480 volt, 60 hertz single phase, 120 volt, 60 hertz primary, single phase, 120 volt enclosed surge and lighting protection package shall be provided.	✓	
12.4	**Programmable Main**			
12.4.1		System allows for programming of various functions controlled by degrees of rotation.	✓	
12.4.2		Accuracy shall be +/- 1° with no offset to reset degrees required.	✓	
12.4.3		Programmable functions to include – change rate of speed.	✓	
12.4.4		Change direction, stop/start, and control two auxiliary ports for control of ancillary equipment.	✓	
12.4.5		Safety features to include: Disconnect rated at 30 amps, 600 volts.	✓	
12.4.6		Panel must be compatible with FieldNET telemetry system.	✓	
12.5	**Electric Motor on Gear Drives**			
12.5.1		All motors shall be ½ hp, 460-480 VAC., 3-phase with 1,725 rpm at 60 Hz, and shall be totally enclosed.	✓	

12.5.2		Full load torque shall be 35oz. ft. (min) and locked rotor torque 220oz. ft. (min) motors shall be rated for continuous duty cycle and have inherent overload protection.	✓	
No.	**Item**	**Description**	**Vendor Compliance**	
			Yes	**No**
12.5.3		Ball bearings shall be double sealed.	✓	
12.5.4		Motors shall have a plastic shroud which protects it from moisture.	✓	
12.5.5		Motor lead shall be run in ¾ inch conduit along mobile base and extend up tower leg approximately 3 to 4 feet.	✓	
12.6	**Center Drive Gearbox**			
12.6.1		Spur gear drive gearbox designed specifically for use on center pivot systems.	✓	
12.6.2		Output ratio 40-1.	✓	
12.6.3		The gear drive must be capable of delivering a minimum of 120,000 inch/pounds of instantaneous torques and 36,000 inch/pounds of continuous torque.	✓	
13.	**Tire Size**			
13.1		Size 11.2 x 38 Galvanized, Reinforced rims, tubeless	✓	

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

Meeting Date: 03/24/2016

Information

Agenda Item

Resolutions - Water Resources: Consider two resolutions authorizing the Mayor to execute contract 12748 with Jerry Weaver and contract 12798 with Brandon Patschke for hay harvesting services at the Lubbock Land Application Site (LLAS), ITB 16-12748-SS.

Item Summary

As part of the City's wastewater treatment and reuse process, the City irrigates crops with its treated wastewater. Periodically, the crop (hay) is cut, baled, and removed from the LLAS as required by the City's wastewater permit authorized by the Texas Commission on Environmental Quality (TCEQ). The removal of hay reduces the amount of nitrogen that migrates through the soil into the groundwater improving the nitrogen balance. Hay Harvesting is to be accomplished on an as needed basis. Bidders submit what percentage of the harvested crop they will retain as payment for services rendered on a plot by plot basis. The contract establishes annual pricing to cut, bale and remove hay from designated areas at the LLAS. The annual crop yields between 6,000 and 10,000 bales of hay. Bids are expressed as a percentage of proceeds to the City from the sale of hay, and were received from the following companies:

Contractor	Pecentage of Proceeds
Brandon Patschke of Lubbock, TX	50%
Jerry Weaver Farms of Lubbock, TX	50%

Staff recommends contract be awarded to both Jerry Weaver Farms and Brandon Patschke. Having two contractors available to cut and remove hay when one of the contractors is unavailable due to equipment or personnel shortages allows for redundancy and flexibility necessary to meet wastewater permit requirements. The term of each contract is for one year with an option to extend the contract for four additional one-year periods.

Fiscal Impact

Estimated revenue to the Wastewater Fund is approximately $150,000 per year.

Staff/Board Recommending

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

Attachments

Bid Tabulation

Resolution & Contract - Jerry Weaver Farms

Resolution & Contract - Brandon Patschke

City of Lubbock, TX
Land Application Site
Bid Tabulation
March 24, 2016

ITB 16-12748-SS
Hay Harvesting Services

Item	Description/Vendor	Location		Percentage Rate
1	Harvest crop retain for payment for services rendred			
	Brandon Patshcke	Lubbock, TX	**Contractor**	50%
			City	50%
	Jerry Weaver Farms	Lubbock, TX	**Contractor**	50%
			City	50%

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 12748 for Hay Harvesting, by and between the City of Lubbock and Jerry Weaver Farms of Lubbock, Texas, and any related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
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:

_____
Amy L. Sims, Deputy City Attorney

RES.Contract-Nbr 12748, Jerry Weaver Farms 3.7.16

Contract 12748

City of Lubbock, TX
Contract for Services
Hay Harvesting Contract

THIS CONTRACT made and entered into this **24th** day of **March, 2016**, by and between the City of Lubbock ("City"), and **Jerry Weaver Farms**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Hay Harvesting Contract 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 hay harvesting.

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Hay Harvesting and more specifically referred to as item one on the bid submitted by the Contractor or in the specifications attached hereto.

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

3. The Contractor shall perform the work according to the procedures outlined in the bid form, specifications and general conditions attached hereto. The contract shall be for a term of one year with the option of four, one year extensions, said date of term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.

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

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

6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

TYPE	AMOUNT
General Liability Commercial General Liability General Aggregate	$500,000
Automotive Liability Combined Single Limit Per Occurrence	$500,000
Workers Compensation	Statutory Amounts
Or Employers' Liability	$500,000

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

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

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

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

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

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

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
10. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
11. This Contract consists of the following documents set forth herein; Invitation to Bid No. 16-12748-SS, Specifications, and the Bid Form.

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

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Aubrey Spear, P.E.
Director of Water Utilities

APPROVED AS TO FORM:

Amy Sims, Deputy City Attorney

CONTRACTOR

BY
Authorized Representative

Jerry Weaver
Print Name

8304 CR 6450
Address

Lubbock TX 79407
City, State, Zip Code

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

BID FORM
Hay Harvesting Contract
City of Lubbock, TX
ITB No. 16-12748-SS

In compliance with the **Invitation to Bid 16-12748-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 16-12748-SS** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	DESCRIPTION	Percentage Rate	
1.	Hay shall be cut, bale, remove and stack hay crop in close proximity to the plots as designated by City personnel. Bids will be evaluated on a percentage, which is most beneficial to the City. Bidders must submit what percentage of the harvested crop they will retain as payment for services rendered.	Contractor's %	50%
	Farm Management will determine when and how hay harvesting is needed. When reviewing hay yields from the past 6 years, harvester retained from 1500-4000 bales. The main difference from year to year is directly related to growing condition – rainfall.	City of Lubbock %	50%

Work will be done at two different locations:

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

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

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

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

MOST FAVOURED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favoured customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the

City of Lubbock, TX
Hay Harvesting Services

General Specifications

SCOPE: The City of Lubbock is seeking a contract for hay harvesting with one or more contractors. Harvesting under this contract will be on an as needed basis.

No guarantee of Volume. The City of Lubbock does not guarantee any specific amount of compensation volume, minimum or maximum.

I. SCOPE OF SERVICES: Cut, bale and remove hay crops from the land application site, in a timely manner. Work under this contract will be on an as needed basis. Farm Management will determine how much hay harvesting services will be needed.

II. PRICING: Bidders must submit the percentage of the harvested crop they will retain as payment for services rendered on a plot by plot basis.

III. REFERENCES: Supply a minimum of three references, which shall include the name and address of the company, contact name, telephone number and type of service provided.

IV. TERM: The contract shall be for a term of one year, said date of term beginning upon formal approval. The contract may be renewed for the option of four, one year extensions terms under the same terms and conditions upon written agreement from both parties.

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 12798 for Hay Harvesting, by and between the City of Lubbock and Brandon Patschke of Lubbock, Texas, and any related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
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:

_____
Amy L. Sims, Deputy City Attorney

RES.Contract-Nbr 12798, Brandon Patschke 3.7.16

Contract 12798

City of Lubbock, TX
Contract for Services
Hay Harvesting Contract

THIS CONTRACT made and entered into this **24th** day of **March, 2016**, by and between the City of Lubbock ("City"), and **Brandon Patschke,** ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Hay Harvesting Contract 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 hay harvesting.

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Hay Harvesting and more specifically referred to as item one on the bid submitted by the Contractor or in the specifications attached hereto.

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

3. The Contractor shall perform the work according to the procedures outlined in the bid form, specifications and general conditions attached hereto. The contract shall be for a term of one year with the option of four, one year extensions, said date of term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.

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

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

6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

TYPE	AMOUNT
General Liability Commercial General Liability General Aggregate	$500,000
Automotive Liability Combined Single Limit Per Occurrence	$500,000
Workers Compensation Or Employers' Liability	Statutory Amounts $500,000

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

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

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

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

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

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

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
10. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
11. This Contract consists of the following documents set forth herein; Invitation to Bid No. 16-12748-SS, Specifications, and the Bid Form.

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

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

CONTRACTOR

BY Brandon Patschke
Authorized Representative

Brandon Patschke
Print Name

8819 E Fm 40
Address

Lubbock TX 79403
City, State, Zip Code

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

BID FORM
Hay Harvesting Contract
City of Lubbock, TX
ITB No. 16-12748-SS

In compliance with the **Invitation to Bid 16-12748-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 16-12748-SS** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	DESCRIPTION	Percentage Rate	
1.	Hay shall be cut, bale, remove and stack hay crop in close proximity to the plots as designated by City personnel. Bids will be evaluated on a percentage, which is most beneficial to the City. Bidders must submit what percentage of the harvested crop they will retain as payment for services rendered. Farm Management will determine when and how hay harvesting is needed. When reviewing hay yields from the past 6 years, harvester retained from 1500-4000 bales. The main difference from year to year is directly related to growing condition – rainfall.	Contractor's %	50
		City of Lubbock %	50

Work will be done at two different locations:

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

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

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

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 2 %, net 15 calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVOURED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favoured customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the

City of Lubbock, TX
Hay Harvesting Services

General Specifications

SCOPE: The City of Lubbock is seeking a contract for hay harvesting with one or more contractors. Harvesting under this contract will be on an as needed basis.

No guarantee of Volume. The City of Lubbock does not guarantee any specific amount of compensation volume, minimum or maximum.

I. SCOPE OF SERVICES: Cut, bale and remove hay crops from the land application site, in a timely manner. Work under this contract will be on an as needed basis. Farm Management will determine how much hay harvesting services will be needed.

II. PRICING: Bidders must submit the percentage of the harvested crop they will retain as payment for services rendered on a plot by plot basis.

III. REFERENCES: Supply a minimum of three references, which shall include the name and address of the company, contact name, telephone number and type of service provided.

IV. TERM: The contract shall be for a term of one year, said date of term beginning upon formal approval. The contract may be renewed for the option of four, one year extensions terms under the same terms and conditions upon written agreement from both parties.

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

Meeting Date: 03/24/2016

Information

Agenda Item

Resolution - Water Resources: Consider a resolution authorizing the Mayor to execute contract 12743 with STP Well Service, LLC., for well maintenance and repair services for the Lubbock and Hancock Land Application Sites, ITB 16-12743-JM.

Item Summary

The City irrigation and monitor wells at the Lubbock Land Application Site and the Hancock Land Application Site are operated by the City to meet its Texas Commission on Environmental Quality wastewater discharge permit. Between the two sites, there are approximately 170 monitor wells to maintain. The contract will provide routine maintenance, repair and replacement of remediation (irrigation type), and monitor well equipment. Work under this contract will be on an as needed basis. Staff recommends contract award to the sole bidder, STP Well Service, LLC., Petersburg, TX for $30,710 The term of the contract is for one year, with the option of two additional one-year extensions.

Fiscal Impact

The annual cost is $30,710 to be funded as follows: $49,500 is appropriated in the FY 2015-16 Wastewater Operating Budget, with $20,710 available for this purpose; and $1,250,000 is appropriated in Capital Improvement Project 91083, Land Application Production and Monitoring Well, with $10,000 available for this purpose.

The total cost of the contract over three years would be $92,130.

Staff/Board Recommending

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

Attachments

Resolution & Contract - STP Well Service LLC

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 12743 for Well Maintenance and Repair Services, by and between the City of Lubbock and STP Well Service, L.L.C. of Petersburg, Tx, 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:

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

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

RES.Contract-STP Well Service LLC
2.25.16

Contract No. 12743

City of Lubbock, TX
Contract for Services
Well Maintenance and Repair Services

THIS CONTRACT made and entered into this **24th** day of **March, 2016,** by and between the City of Lubbock ("City"), and **STP Well Service, LLC**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Well Maintenance and Repair Services and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said **Well Maintenance and Repair Services.**

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Well Maintenance and Repair Services and more specifically referred to as Items 1 – 8 on the bid submitted by the Contractor or in the specifications attached hereto.

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

3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of one (1) year, with the option of two (2), one (1) year extensions, said date of term beginning upon formal approval. The rates may be adjusted upward or downward at this time at a percentage not to exceed the effective change in the Consumer Price Index (CPI) or Product Price Index (PPI), whichever is most appropriate for the specific contract for the previous 12-months. At the City's discretion, the effective change rate shall be based on either the local or national index average rate for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.

4. 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.

5. 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	$1,000,000
General Aggregate	
To include Products of Completed Operations	
Automotive Liability	
Any Auto (each occurrence)	$1,000,000
Workers Compensation	$ 500,000

The City of Lubbock shall be named as an additional insured on a primary and non-contributory basis with a waiver of subrogation in favor of the City of Lubbock on all coverages. All copies of the Certificates of Insurance shall reference the project name or bid number for which the insurance is being supplied. Copies of all endorsements are required.

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

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

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

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

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

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments

by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

10. 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 the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
11. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements
12. This Contract consists of the following documents set forth herein; Invitation to Bid No. 16-12743-JM, 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:

_____
Amy Sims, Deputy City Attorney

CONTRACTOR

BY J. Kyle Sorrells
Authorized Representative

J. Kyle Sorrells
Print Name

2932 FM 400
Address

Petersburg, Texas 79250
City, State, Zip Code

BID FORM
Well Maintenance and Repair Services
City of Lubbock, TX
ITB No. 16-12743-JM

In compliance with the **Invitation to Bid 16-12743-JM**, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid **16-12743-JM** is by reference incorporated in this contract. The Bid Form **must be completed** in blue or black ink or by typewriter.

ITEM	DESCRIPTION	Qty/UoM	Service Rate	Extended Cost
1.	**Irrigation Wells – Submersible**			
1-A.	Service Call	20 EA	$ 90.00	$ 1800.00
1-B.	Baling and/or Cleanout	20 EA	$ 125.00	$ 2500.00
1-C.	Wire Cable Splice	40 EA	$ 25.00	$ 1000.00
1.1	**Pull and Set Irrigation Subs. Unit Cost is Per FT with a 200 FT Minimum.**		Cost Per FT	Extended Cost
1-D.	Pull and/or Set Irrigation Subs 2" – 4".	4,000 FT	$ 1.50	$ 6000.00
1-E.	Pull and/or Set Irrigation Subs 5" – 6"	600 FT	$ 1.85	$ 1110.00
2.	**Air bailing**		Service Rate	Extended Cost
2-A.	Install and remove equipment from well and bail (10hrs)	5 EA	$ 1250.00	$ 6250.00
3.	**Down-Hole Video for Lubbock and Hancock Sites**		Service Rate	Extended Cost
3-A.	One Well	3 EA	$ 450.00	$ 1350.00
3-B.	Additional Wells – same day service	1 EA	$ 350.00	$ 350.00
4.	**Concrete Pad**		Service Rate	Extended Cost
4-A.	Concrete well pad construction or repair	3 EA	$ 350.00	$ 1050.00
4-B.	Demolition, removal, and disposal of irrigation and monitoring well surface structures	3 EA	$ 150.00	$ 450.00
5.	**Well Plugging**		Service Rate	Extended Cost
5-A.	Rig charge	3 EA	$ 150.00	$ 450.00
5-B.	Remove concrete slab, pull casing if possible or dig and cut off casing as required.	3 EA	$ 150.00	$ 450.00
5-C.	Labor rate for rig up and plugging well on site	60 HRS	$ 125.00	$ 7500.00
5-E.	Load and dispose of surface structure and casing debris	3 EA	$ 150.00	$ 450.00
5-F.	Plugging Report Submittal. Submittal due 14 days after completion			
	Total for Lines (1A-5F)		$ 30,170.00	

Total: $30,710.00

6.	**Parts Discount**		**Percent Discount**
6-A.	Pump ends, submersible motors, pipe, wire, and misc. parts.		20 %
	Material Mark Up		**Mark Up**
6-B.	Equipment rental, concrete and miscellaneous materials markup price percentage.		20 %
7.	**Response Time**		**Yes or No**
7-A.	Vendor shall verbally respond to service requests within 24 hours to schedule the service.		YES
7-B.	Services shall be initiated within 2 business days, unless otherwise approved by the site representative.		YES
8.	**Mileage Rate Outside of 50 Mile Radius of Lubbock, TX.**	**Per Mile**	$ 2.50

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

The City of Lubbock is seeking a contract for Well Maintenance and Repair Services with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 5 %, net 10 calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

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

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply.

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

YES ✓ NO _____

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

THIS BID IS SUBMITTED BY STP Well Service, LLC a corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Firm: STP Well Service, LLC

Address: 2932 FM 400

City: Petersburg State: Texas Zip 79250

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 2/18/16 Addenda No. _____ Date _____

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

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

By J. Kyle Sorrells Date: 23 February 2016

Authorized Representative - must sign by hand

Officer Name and Title: J. Kyle Sorrells owner/president

Please Print

Business Telephone Number (806) 777-4007 FAX: (806) 667-0331

E-mail Address: 1971sorrells@gmail.com

FOR CITY USE ONLY

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

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

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

City of Lubbock, TX
Capital Project
Project Cost Detail
March 24, 2016

Capital Project Number:	91083
Capital Project Name:	Land Application Production and Monitoring Wells
Capital Project Number:	6421.8212
Capital Project Name:	Wastewater Operating Budget

	Budget	
	91083	**6421.8212**
Encumbered/Expended		
Sewer System Improvements	$ 693,407	
Water System Improvements	16,623	
Capital Equipment	15,845	
COL Staff Time - Design & Construction	21,129	-
Professional Services	5,681	-
Outside Employee Services	6,681	
Land Application and Monitoring Wells		14,914
Agenda Item March 24, 2016		
STP Well Service, LLC Contract 12743	20,710	10,000
Encumbered/Expended To Date	780,076	24,914
Estimated Costs for Remaining Appropriation		
Production and Monitoring Wells	469,924	24,586
Remaining Appropriation	469,924	24,586
Total Appropriation	$ 490,634	34,586

*** The spreadsheet is showing the impact of the annual contract amount, not the entire amount for the term of the contract**

Project Name **Land Application Production and Monitoring Wells** *Project Number* **91083**

Managing Department **Sampling and Monitoring**

Project Manager **Mary Gonzales**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**

Project Scope

Install wells and repair well and pipeline infrastructure for groundwater production, monitoring, and remediation at the Lubbock Land Application Site, Hancock Land Application Site, and the Jim Bertram Lakes System.

Project Justification

The wells, infrastructure, and pipelines are required in order to meet the requirements of the Groundwater Remediation Plan and groundwater protection activities associated with Texas Commission on Environmental Quality Permits WQ0010353-002 and WQ0004599000. Replacing and repairing aging infrastructure reduces emergency maintenance expenditures and system failures.

Project History

The addition of the first three wells was negotiated with the Texas Commission on Environmental Quality in May 2005. The contract for the wells was awarded by the City Council on April 26, 2006. Three wells were drilled and put into production in 2006.

Additional wells may be required for producing and/or monitoring groundwater to meet the City's permit requirements and Groundwater Remediation Plan.

Additional infrastructure repairs and maintenance is required on the pipeline system used for delivering the groundwater produced from under the Lubbock Land Application Site to Lake 1 of the Jim Bertram Lake System.

$270,000 was appropriated in FY 2005-06 Budget, Ord. No. 2005-00106, September 8, 2005.
$100,000 was appropriated in FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.
$85,000 was appropriated in the FY 2009-10 Budget, Ord. No. 2009-O0073, August 27, 2009.
$145,000 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$75,000 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$175,000 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
$250,000 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.
$150,000 was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	Total Project Amount
Construction	1,250,000	0	50,000	50,000	50,000	50,000	50,000	1,500,000
Total Project Appropriation	1,250,000	0	50,000	50,000	50,000	50,000	50,000	1,500,000

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

Meeting Date: 03/24/2016

Information

Agenda Item

Resolution – Utility and Street Maintenance: Consider a resolution authorizing the Mayor to execute contract 12711 with Lone Star Dirt & Paving, LTD., for concrete patching, ITB 16-12711-TF.

Item Summary

This contract will allow for the repair and replacement of failed or broken concrete paving, curb and gutter, valley gutters and fillets. These repairs will be concentrated in areas of town that are planned for resurfacing of the streets in the summer of 2017. The repair of these concrete structures in advance of the resurfacing program will provide for a much more efficient resurfacing program and maximize the life of the public street.

Sealed bids were opened on February 23, 2016, for this project. They were as follows:

Contractor	Amount
Lone Star Dirt & Paving, Ltd of Lubbock, TX	$1,898,973
MH Civil Constructors, Inc. of Amarillo, TX	2,092,635

Staff recommends award to the lowest bidder, Lone Star Dirt & Paving, LTD., for $1,898,973. Time for completion is 250 calendar days with liquidated damages of $1,205 per day.

This contract is awarded by unit price. The total amount of the award is estimated based on estimated quantities and actual expenditures may be more or less depending on actual needs the price per unit will not change and expenditures will not exceed appropriated funds.

Fiscal Impact

$54,324,138 is appropriated in Capital Improvement Project 92248, Phase II Street Maintenance Program, with $1,898,973 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution & Contract - Lone Star Dirt and Paving, Ltd.

Budget Detail

CIP Detail

RESOLUTION

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

THAT City of Lubbock Bid No. ITB 16-12711-TF/Contract No. 12711 is awarded to Lone Star Dirt and Paving, Ltd., for Concrete Patching, 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 Lone Star Dirt and Paving, Ltd., 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

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3/3/16

BID SUBMITTAL FORM
UNIT PRICE BID CONTRACT

DATE: 2-23-16

PROJECT NUMBER: **ITB 16-12711-TF, Concrete Patching**

Bid of Lone Star Dirt & Paving Ltd (hereinafter called Bidder)

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

Ladies and Gentlemen:

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

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

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED AMOUNT
1	30" Curb & Gutter, Class B Concrete (3,000 psi @ 7 days), 30" wide separate gutter or saw-tooth curb & gutter; including labor, equipment, removal and disposal of existing materials, sub-grade preparation, complete and in place.	3,700	LF	48.60	179,820.00
2	Valley Gutter & Fillets, 8" reinforced Class B concrete (3,000 psi @ 7 days), (Ref. Section 8.7.12 for specifications for reinforcement information); including labor, equipment, removal and disposal of existing materials, sub-grade preparation, complete and in place.	4,800	SY	95.85	460,080.00
3	Placement of 2 sack flowable fill to 6" depth; including labor, equipment, removal and disposal of asphaltic surface, caliche base or existing sub-grade (if soft or unstable) to a depth of 8" and replace with 6" of 2 sack flowable fill.	1,700	SY	128.25	218,025.00
4	Patching 2" H.M.A.C. (Type D, with approves crushed gravel); including labor, equipment, removal and disposal of existing surface, and (if applicable) prime and tack coat.	7,800	SY	40.50	315,900.00
5	Concrete slab removal and disposal; including labor, equipment, removal and disposal of existing concrete surface.	4,900	SF	15.00	73,500.00

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED AMOUNT
6	Reinforced Concrete (Class A) and Detecable Warning Tile; including labor, equipment, sub-grade preparation, installed and complete in place.	4,900	SF	12 00	58,800 00
7	Concrete Flatwork (Class A), 4" reinforced concrete (3,000 psi @ 28 days); including labor, equipment, sub-grade preparation, complete and in place.	1,860	SF	10 80	20,088 00
8	Concrete Retaining Wall (Class A), 6" thick and varying heights; including labor, equipment, sub-grade preparation, complete and in place.	1,220	LF	135 00	164,700 00
9	Valley Gutter & Fillets, 8" reinforced Class C concrete (3,600 psi @ 28 days), (Ref. Section 8.7.12 for specifications for reinforcement information); including labor, equipment, removal and disposal of existing materials, sub-grade preparation, complete and in place.	3,100	SY	102 60	318,060 00
10	Mobilization	1	LS	90,000 00	90,000 00
	TOTAL BASE BID (ITEMS 1 - 10)				$ 1,898,973 00

Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the project within **250 CALENDAR DAYS** thereafter as stipulated in the specifications and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages the sum of **$1,204.28** for each consecutive calendar day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.

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

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

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

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

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

Bidder's Initials

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

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

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

Date: 2-23-16

Authorized Signature

Steve Turner
(Printed or Typed Name)

Lone Star Dirt & Paving
Company

11820 Univ
Address

Lub, Lub
City, County

Tx, 79423
State Zip Code

Telephone: 806 - 745 6011
Fax: 806 - 745 4074

(Seal if Bidder is a Corporation)

ATTEST:

_____
Secretary

Bidder acknowledges receipt of the following addenda:

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

FEDERAL TAX ID or SOCIAL SECURITY No.

8000 13091

EMAIL: lonestarsteve@ots-online.net

M/WBE Firm:

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

FOR CITY USE ONLY

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

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

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

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

City of Lubbock, TX
Capital Project
Project Cost Detail
March 24, 2016

Capital Project Number:	92248
Capital Project Name:	Street Maintenance Program

	Budget
Encumbered/Expended	
FY 2010-11 Street Maintenance and Construction	$ 7,958,621
FY 2011-12 Street Maintenance and Construction	9,886,206
FY 2012-13 Street Maintenance and Construction	9,148,345
FY 2013-14 Street Maintenance and Construction	7,936,341
City of Lubbock Staff Time	35,237
Hugo Reed and Associates Contract 10906	5,603
Bid Cost	1,521
Lone Star Dirt & Paving (2015 Asphalt Patching)	1,229,600
Lone Star Dirt & Paving (2015 Concrete Patching)	746,400
Intermountain Slurry Seal (2015 Micro-Surfacing Project)	3,014,057
Lone Star Dirt & Paving (Frankford Ave Remove and Relay)	1,470,738
Thunder Well Service, LLC	248,083
TRC Companies Bridge Inspection Contract 12024	89,404
Milwaukee LTD Contract 12712	494,254
West Texas Paving Contract 12550 - Upland Remove and Relay	1,775,248
Agenda Item March 24, 2016	
Lone Star Dirt & Paving Contract 12716 (2016 Asphalt Patching)	1,852,550
Lone Star Dirt & Paving Contract 12711 (2016 Concrete Patching)	1,898,973
Pavement Restoration, Inc. Contract 12715 (2016 Asphalt Rejuvenation)	1,100,000
Encumbered/Expended To Date	48,891,181
Estimated Costs for Remaining Appropriation	
Construction	5,432,957
Remaining Appropriation	5,432,957
Total Appropriation	$ 54,324,138

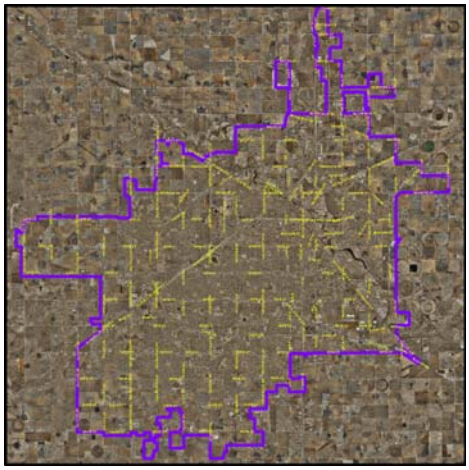
Project Name **Street Maintenance Program** *Project Number* **92248**

Managing Department **Paved Streets**

Project Manager **Kevin Lair**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Micro-surfacing, asphalt rejuvenation, asphalt milling, asphalt milling and overlay, full or partial depth pavement repair, total reconstruction, patching, crack sealing, concrete joint sealing, and brick street repair.

Project Justification

The project is a preventive maintenance program to help preserve and maintain our street infrastructure. The maintenance program is an essential tool to help extend the useful life of the pavement. Used early in a pavement's life, preventative maintenance corrects small problems before they become big problems, saves money, and improves safety and rideability. At some point, all roads require total rehabilitation as they near the end of their useful life. Total rehabilitation is completed when funding is available.

Project History

This project replaced CIP 92125 that funded street maintenance through FY 2009-10.

$9,201,970 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$9,339,999 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$9,480,099 was appropriated in FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012. (General Fund Debt)
$9,622,300 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013. (General Fund Debt)
$6,766,635 was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.
$9,913,135 was appropriated in the FY 2015-16 Budget, Ord. No. 2015-O0094, September 10, 2015.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	Total Project Amount
Construction	54,324,138	10,061,832	10,212,759	10,365,950	10,521,439	10,679,261	0	106,165,379
Total Project Appropriation	54,324,138	10,061,832	10,212,759	10,365,950	10,521,439	10,679,261	0	106,165,379

Regular City Council Meeting **6. 12.**

Meeting Date: 03/24/2016

Information

Agenda Item

Resolution – Utility and Street Maintenance: Consider a resolution authorizing the Mayor to execute contract 12716 with Lone Star Dirt & Paving, LTD., for asphalt patching, ITB 16-12716-TF.

Item Summary

This contract will allow for the repair and replacement of failed and degraded asphalt paving. These repairs will be concentrated in areas of town that are planned for resurfacing of the streets in the summer of 2017. The patching and repair of these paved streets in advance of the resurfacing program will provide for a much more efficient resurfacing program and maximize the life of the public street.

One sealed bid was opened on March 1, 2016, for this project.

Contractor	Amount
Lone Star Dirt & Paving, Ltd Lubbock, TX	$1,852,550

Staff recommends award to the lowest bidder, Lone Star Dirt & Paving, LTD., Lubbock, TX, for $1,852,550. Time for completion is 200 calendar days with liquidated damages of $1,204.28 per day.

This contract is awarded by unit price. The total amount of the award is estimated based on estimated quantities and actual expenditures may be more or less depending on actual needs the price per unit will not change and expenditures will not exceed appropriated funds.

Fiscal Impact

$54,324,138 is appropriated in Capital Improvement Project 92248, Phase II Street Maintenance Program, with $1,852,550 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution & Contract - Lone Star Dirt and Paving, Ltd - Asphalt Patching

Budget Detail

CIP Detail

RESOLUTION

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

THAT City of Lubbock Bid No. ITB 16-12716-TF/Contract No. 12716 is awarded to Lone Star Dirt and Paving, Ltd., for Asphalt Patching, 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 Lone Star Dirt and Paving, Ltd., 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

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BID SUBMITTAL FORM
UNIT PRICE BID CONTRACT

DATE: 3-1-16

PROJECT NUMBER: **ITB 16-12716-TF, Asphalt Patching**

Bid of Lone Star Dirt & Paving Ltd (hereinafter called Bidder)

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

Ladies and Gentlemen:

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

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

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED AMOUNT
1	Patching with Black Base, 3" depth (milling to a depth of 5", with replacement of 3" Black Base and 2" Type D Hot Mix), including labor, equipment, removal and disposal of asphaltic surface, caliche base and sub-grade (if soft or unstable) to a depth of 5" and replacing with 3" of Black Base and 2" Type D Hot Mix.	3,500	SY	47.90	167,650.00
2	Patching with Black Base, 6" depth (milling to a depth of 8", with replacement of 6" Black Base and 2" Type C Hot Mix), including labor, equipment, removal and disposal of asphaltic surface, caliche base and sub-grade (if soft or unstable) to a depth of 8" and replacing with 6" of Black Base and 2" Type C Hot Mix.	7,400	SY	59.90	443,260.00
3	Patching with Black Base, 9" depth (milling to a depth of 11", with replacement of 9" Black Base and 2" Type C Hot Mix), including labor, equipment, removal and disposal of asphaltic surface, caliche base and sub-grade (if soft or unstable) to a depth of 11" and replacing with 9" of Black Base and 2" Type C Hot Mix.	10,400	SY	75.90	789,360.00

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED AMOUNT
4	Patching with 2 sack flowable fill, 6"depth, (milling to a depth of 8",with replacement of 6" 2 sack flowable fill and 2" Type C Hot Mix), including labor, equipment, removal and disposal of asphaltic surface, caliche base and sub-grad (if soft or unstable) to a depth of 8" and replacing with 6" of 2 sack flowable fill and 2" Type C Hot Mix.	200	SY	97 85	19,570 00
5	Patching with Hot Mix, 2" depth, (milling to a depth of 2" with Replacement of 2" Type D or C Hot Mix), including labor, equipment, removal and disposal of asphaltic surface, caliche base and sub-grade (if soft or unstable) to a depth 0f 2" and replacing with 2" of Type D or C Hot Mix.	11,900	SY	30 90	367,710 00
6	Mobilization	1	EA	65,000 00	65,000 00
			TOTAL BASE BID (ITEMS 1 - 6)		$ 1,852,550 00

Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the project within **200 CALENDAR DAYS** thereafter as stipulated in the specifications and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages the sum of **$1,204.28** for each consecutive calendar day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.

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

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

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

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

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

ST. Bidder's Initials

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

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

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

Date: 3-1-16

Authorized Signature

Steve Turner
(Printed or Typed Name)

Lone Star Dirt & Pav Ltd
Company

11820 Univ
Address

Lub, Lub
City, County

Tx, 79423
State Zip Code

Telephone: 806 - 745 6011
Fax: 806 - 745 4274

(Seal if Bidder is a Corporation)

ATTEST:

_____
Secretary

Bidder acknowledges receipt of the following addenda:

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

FEDERAL TAX ID or SOCIAL SECURITY No.

8000 130 91

EMAIL: lone star steve@nts-online.net

M/WBE Firm

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

FOR CITY USE ONLY

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

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

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

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

City of Lubbock, TX
Capital Project
Project Cost Detail
March 24, 2016

Capital Project Number:	92248
Capital Project Name:	Street Maintenance Program

	Budget
Encumbered/Expended	
FY 2010-11 Street Maintenance and Construction	$ 7,958,621
FY 2011-12 Street Maintenance and Construction	9,886,206
FY 2012-13 Street Maintenance and Construction	9,148,345
FY 2013-14 Street Maintenance and Construction	7,936,341
City of Lubbock Staff Time	35,237
Hugo Reed and Associates Contract 10906	5,603
Bid Cost	1,521
Lone Star Dirt & Paving (2015 Asphalt Patching)	1,229,600
Lone Star Dirt & Paving (2015 Concrete Patching)	746,400
Intermountain Slurry Seal (2015 Micro-Surfacing Project)	3,014,057
Lone Star Dirt & Paving (Frankford Ave Remove and Relay)	1,470,738
Thunder Well Service, LLC	248,083
TRC Companies Bridge Inspection Contract 12024	89,404
Milwaukee LTD Contract 12712	494,254
West Texas Paving Contract 12550 - Upland Remove and Relay	1,775,248
Agenda Item March 24, 2016	
Lone Star Dirt & Paving Contract 12716 (2016 Asphalt Patching)	1,852,550
Lone Star Dirt & Paving Contract 12711 (2016 Concrete Patching)	1,898,973
Pavement Restoration, Inc. Contract 12715 (2016 Asphalt Rejuvenation)	1,100,000
Encumbered/Expended To Date	48,891,181
Estimated Costs for Remaining Appropriation	
Construction	5,432,957
Remaining Appropriation	5,432,957
Total Appropriation	$ 54,324,138

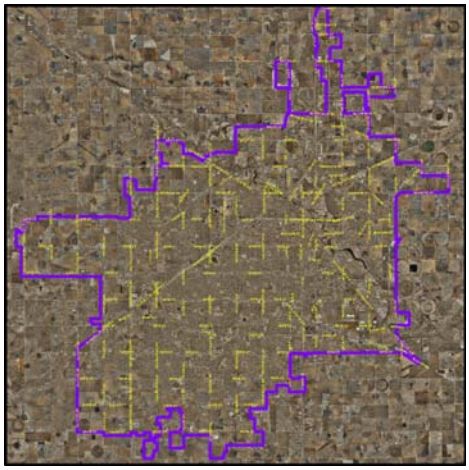
Project Name **Street Maintenance Program** *Project Number* **92248**

Managing Department **Paved Streets**

Project Manager **Kevin Lair**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Micro-surfacing, asphalt rejuvenation, asphalt milling, asphalt milling and overlay, full or partial depth pavement repair, total reconstruction, patching, crack sealing, concrete joint sealing, and brick street repair.

Project Justification

The project is a preventive maintenance program to help preserve and maintain our street infrastructure. The maintenance program is an essential tool to help extend the useful life of the pavement. Used early in a pavement's life, preventative maintenance corrects small problems before they become big problems, saves money, and improves safety and rideability. At some point, all roads require total rehabilitation as they near the end of their useful life. Total rehabilitation is completed when funding is available.

Project History

This project replaced CIP 92125 that funded street maintenance through FY 2009-10.

$9,201,970 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$9,339,999 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$9,480,099 was appropriated in FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012. (General Fund Debt)
$9,622,300 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013. (General Fund Debt)
$6,766,635 was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.
$9,913,135 was appropriated in the FY 2015-16 Budget, Ord. No. 2015-O0094, September 10, 2015.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	Total Project Amount
Construction	54,324,138	10,061,832	10,212,759	10,365,950	10,521,439	10,679,261	0	106,165,379
Total Project Appropriation	54,324,138	10,061,832	10,212,759	10,365,950	10,521,439	10,679,261	0	106,165,379

Project Name **Street Maintenance Program** *Project Number* **92248**

Funding Detail	Funding to Date	FY 2016-17	Unappropriated Planning Years FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	Total Funding
FY 2008 Tax Supported Revenue CO's	75,959	0	0	0	0	0	0	75,959
FY 2011 10-Year Certificates of Obligation	9,201,970	0	0	0	0	0	0	9,201,970
FY 2011 Tax Supported Revenue CO's	79,425	0	0	0	0	0	0	79,425
FY 2012 10-Year Certificates of Obligation	9,339,999	0	0	0	0	0	0	9,339,999
FY 2012 Tax Supported Revenue CO's	20,643	0	0	0	0	0	0	20,643
FY 2013 10-Year Tax Revenue CO's	9,304,072	0	0	0	0	0	0	9,304,072
FY 2014 10-Year Tax Revenue CO's	9,622,300	0	0	0	0	0	0	9,622,300
FY 2015 10-Year Tax Revenue CO's	6,324,815	0	0	0	0	0	0	6,324,815
FY 2015 General Fund Pay-As-You-Go	441,820	0	0	0	0	0	0	441,820
FY 2016 10-Year Tax Revenue CO's	3,071,837	0	0	0	0	0	0	3,071,837
FY 2016 General Fund Pay-As-You-Go	6,841,298	0	0	0	0	0	0	6,841,298
FY 2017 10-Year Tax Revenue CO's	0	10,061,832	0	0	0	0	0	10,061,832
FY 2018 10-Year Tax Revenue CO's	0	0	10,212,759	0	0	0	0	10,212,759
FY 2019 10-Year Tax Revenue CO's	0	0	0	10,365,950	0	0	0	10,365,950
FY 2020 10-Year Tax Revenue CO's	0	0	0	0	10,521,439	0	0	10,521,439
FY 2021 10-Year Tax Revenue CO's	0	0	0	0	0	10,679,261	0	10,679,261
Total Funding Sources	54,324,138	10,061,832	10,212,759	10,365,950	10,521,439	10,679,261	0	106,165,379

Regular City Council Meeting **6. 13.**

Meeting Date: 03/24/2016

Information

Agenda Item

Resolution - Utility and Street Maintenance: Consider a resolution authorizing the Mayor to execute contract 12715 with Pavement Restoration, Inc., for the asphalt rejuvenation program.

Item Summary

This contract will allow for the application of reclamite preservative seal, a proprietary product manufactured by TRICOR Refining. This product is designed to penetrate the existing road surface and chemically react with the asphalt to rejuvenate the asphalt binder that has been lost of thru oxidation. This product is applied to roads that have been resurfaced within the previous 5 year period to extend the life of the resurfaced area. Pavement Restoration is the sole qualified and authorized applicator of reclamite preservative seal in the region authorized by TRICOR Refining. Consequently this is sole source procurement exempt from bidding pursuant to Texas Local Government Code 252.022 (a) (7) (A).

The contract shall be for a term of one year. The process starts on a date specified in a written Notice to Proceed by the City. The Contractor is to substantially complete the project within 120 calendar days with the amount for liquidated damages is $1,204 for each calendar day. The unit cost of the product is $1.15 per square yard and the contract is for the application of approximately 956,285 square yards at a cost not to exceed $1,100,000.

Fiscal Impact

$54,324,138 is appropriated in Capital Improvement Project 92248, Phase II Street Maintenance Program, with $1,100,000 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution & Contract - Pavement Restoration, Inc.

Budget Detail

CIP Detail

RESOLUTION

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

THAT City of Lubbock Sole Source/Contract No. 12715 is awarded to Pavement Restoration, Inc. of Boerne, Texas, for the 2016 asphalt rejuvenation program, 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, the contract for said activities attached hereto and incorporated herein, 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

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Contract 12715

City of Lubbock, TX
Asphalt Rejuvenation Program

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This contract, (the "Contract"), effective as of the **24th** day of **March, 2016**, (the "Effective Date"), is by and between the City of Lubbock, (the "City"), a Texas municipal corporation, and **Pavement Restoration, Inc.** ("CONTRACTOR") of Boerne, Texas.

WITNESSETH

WHEREAS, the City desires to obtain an **Asphalt Rejuvenation Program in Lubbock, Texas**; and

WHEREAS, CONTRACTOR has a professional experienced staff and is qualified to provide **Asphalt Rejuvenation Program**; and

WHEREAS, the City desires to contract with CONTRACTOR to provide an **Asphalt Rejuvenation Program in Lubbock, Texas**.

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

ARTICLE I. TERM

The contract shall be for a term of one year, the term of this Contract commences on a date to be specified for each year in a written "Notice to Proceed" of the Owner. The Contractor is to substantially complete the project within 120 calendar days and the liquidated damages amount is $1,204.28 each calendar day thereafter as stipulated in the specifications and other contract documents.

ARTICLE II. COMPENSATION

CONTRACTOR shall be compensated by the City $1.15 (One Dollar and Fifteen Cents) per square yard. Estimated quantity of Reclamite Preservative Seal to be applied under this contract per year is 956,285 square yards for a total contract price not to exceed $1,100,000 (One Million One Hundred Thousand Dollars). Contractor shall submit a monthly request for payment to the Owner's Representative for approval. The Owner shall pay the Contractor on or before the fifteenth day of the current month the total amount of the Owner's Representative's Certificate of Partial

Payment, less 5% of the amount thereof, which 5% shall be retained until final payment, and further, less all previous payments and all further sums that may be retained by Owner under the terms of the contract documents.

ARTICLE III. TERMINATION

A. General. City may terminate this Contract, for any reason, upon 30 days written notice to CONTRACTOR.

B. Termination and Remedies. In the event CONTRACTOR breaches any term and/or provision of this Contract the City shall be entitled to exercise any right or remedy available to it at law or equity, including without limitation, termination of this Contract and assertion of action for damages and/or injunctive relief. The exercise of any right or remedy shall not preclude the concurrent or subsequent exercise of any other right or remedy and all other rights and remedies shall be cumulative. City or CONTRACTOR may, in its sole discretion, terminate this Agreement at any time, with or without cause upon 30 days written notice.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES

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

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

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

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

E. Performance. CONTRACTOR will and shall conduct all activities contemplated by this Contract in a good and workmanlike manner, and comply with all laws, rules, and regulations, both state and federal, relating to predictive maintenance services, as contemplated hereby. If any of the activities of CONTRACTOR, or omissions of the activities required herein, shall cause, in whole or in part, liability or loss on the part of the City, it shall be deemed that CONTRACTOR did not perform said activities (or omitted the performance of said activities) in a good and workmanlike manner.

F. Use of Copyrighted Material. CONTRACTOR warrants that any materials provided by CONTRACTOR for use by City pursuant to this Contract shall not contain any proprietary material owned by any other party that is protected under the Copyright Act or any other similar law. CONTRACTOR shall be solely responsible for ensuring that any materials provided by CONTRACTOR pursuant to this Contract satisfy this requirement and CONTRACTOR agrees to hold City harmless from all liability or loss to which City is exposed on account of CONTRACTOR's failure to perform this duty.

ARTICLE V. SCOPE OF WORK

CONTRACTOR shall accomplish the following:

The contractor shall furnish all labor, material, and equipment necessary to perform all operations for the application of an asphalt rejuvenating agent to asphaltic surfaces at various locations. All Traffic Control shall conform to the Texas Manual on Uniform Traffic Control Devices in accordance with the City of Lubbock Public Works Engineering Standard Paving Specifications, Section 10.1, BARRICADES. A map of streets selected for application, labelled ATTACHMENT A, is hereto attached and incorporated by reference.

The contractor shall be responsible for sweeping and cleaning of the streets prior to, and after treatment when required. Prior to treatment, the street will be cleaned of all debris (dirt, leaves, foreign materials, etc.) This work shall be accomplished by brooming, power blowing, or other approved methods. All sand used during the treatment must be removed no later than 48 hours after treatment of the street. This shall be accomplished by mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Street Superintendent. If the cleanup process falls behind or the cleanup is not satisfactory to the Street Superintendent the application process will be halted until the sweeping crew has caught up, or until the street and surrounding right of way has been cleaned. Street sweeping and clean up shall be included in the price per square yard for the asphalt-rejuvenating agent.

The asphalt-rejuvenating agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be applied so that uniform distribution is obtained at all points of the areas treated. Areas inadvertently missed shall receive additional treatment. Application of asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the distributor nozzle nearest the center of the road shall overlap the previous application by at least one-half the width of the nozzle spray. In any event the centerline construction joint of the pavement shall be treated in both application passes of the distributor truck. The asphalt-rejuvenating agent shall be blended with water at the rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.05 to 0.10 gallons per square yard, or as approved by the Street Superintendent following field testing. After the street has been treated, the area within one foot of the curb line on both sides of the road shall receive an additional treatment of the asphalt rejuvenating agent. The treatment shall be uniformly applied by a method acceptable to the Street Superintendent. After the rejuvenating agent has penetrated the surface, a coating of dry sand shall be applied to the surface to protect the traveling public.

The asphalt-rejuvenating agent shall not be placed when the ambient temperature is below 40 degrees F as determined by the National Weather Service continuous broadcast, 748-1071 selection 2. The asphalt-rejuvenating agent shall be applied only when the existing surface to be treated is thoroughly dry and when it is not threatening to rain.

ARTICLE VI. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and City agree that CONTRACTOR shall perform the duties under this Contract as an independent contractor. CONTRACTOR has the sole discretion to determine the manner in which the services are to be performed.

ARTICLE VII. INSURANCE

A. General. CONTRACTOR shall procure and carry, at its sole cost and expense through the life of this Contract insurance protection hereinafter specified, in form and substance satisfactory to the City. City must approve all policies prior to the commencement of any activities whether performed by CONTRACTOR, subcontractor, agents, or third parties. The insurance carrier must be an insurance company authorized to transact business in the State of Texas and have a Best's Financial rating of "A" or better. A Certificate of Insurance specifying each and all coverage shall be submitted to City prior to the execution of this Contract. All insurance shall be prepared and executed by the insurance company or its authorized agents and shall contain an endorsement naming the **City of Lubbock as additional insured on Auto/General Liability on a primary and non-contributory basis to include products of complete operations endorsement. All insurance shall provide a waiver of subrogation in favor of the City of Lubbock**. Written notice of cancellation or any material change will be provided thirty (30) days in advance of cancellation or change.

B. Required Coverage. CONTRACTOR shall obtain and maintain policies of insurance throughout the Contract term in limits specified below.

1. Worker's Compensation. CONTRACTOR shall maintain Workers' Compensation and Employer's Liability insurance coverage as required by statute: at a minimum **$1,000,000.**

2. Commercial General Liability. CONTRACTOR shall maintain Commercial General Liability coverage endorsed to include Products and Completed Operations AGG., Contractual Liability, Personal & Advertising Injury and Heavy Equipment. The policy shall have a minimum of **$1,000,000** combined single limit in the aggregate and per occurrence.

3. Commercial Automobile Liability. CONTRACTOR shall maintain Commercial Automobile Liability coverage with a minimum of **$1,000,000** combined single for Bodily injury and Property Damage and shall include any auto or in the alternative, owned autos, non-owned autos and hired autos.

C. Subcontractors. CONTRACTOR shall require each subcontractor with whom it contracts to provide activities as contemplated by this Contract, to obtain proof of insurance coverage as set forth herein, and to provide to CONTRACTOR, prior to such person performing any such activities, a Certificate of Insurance establishing such coverage.

ARTICLE VIII. EMPLOYMENT OF AGENTS

CONTRACTOR may employ or retain agents, consultants, contractors, or third parties, to perform certain duties of CONTRACTOR under this Contract provided that CONTRACTOR is in no event relieved of any obligation under this Contract. Any such agents, contractors, or third parties retained and/or employed by CONTRACTOR shall be required to carry, for the protection and benefit of the City and CONTRACTOR and naming said third parties as additional insureds, insurance as described above in this Contract.

ARTICLE IX. CONFIDENTIALITY

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

ARTICLE X. INDEMNITY

CONTRACTOR shall indemnify and save harmless the City of Lubbock and its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of CONTRACTOR, its agents or employees, in the execution of this Contract.

ARTICLE XI. COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE XII. 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.

ARTICLE XIII. NON-APPROPRIATION

All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the

goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

ARTICLE XIV. NOTICE

A. General. Whenever notice from CONTRACTOR to City or City to CONTRACTOR is required or permitted by this Contract and no other method of notice is provided, such notice shall be given by (1) actual delivery of the written notice to the other party by hand. (2) facsimile, or other reasonable means (in which case such notice shall be effective upon delivery). or (3) by depositing the written notice in the United States mail, properly addressed to the other party at the address provided in this article, registered or certified mail, return receipt requested, in which case such notice shall be effective on the third business day after such notice is so deposited.

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

Pavement Restoration, Inc.
Attn: Robert Wiggins - President
P.O. Box 1532
Boerne, Texas 78006
Telephone: (813) 323-2710
Facsimile: (830) 336-3484

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

City of Lubbock
Attn: Mike Gilliland – Public Works Superintendent
P. O. Box 2000
Lubbock, Texas 79457
Telephone: (806) 775 - 2600
Facsimile: (806) 775 - 2744

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

ARTICLE XV. MISCELLANEOUS

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

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

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

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

E. Successor and Assigns. This Contract binds and inures to the benefit of the City, CONTRACTOR, and their respective successors, legal representatives, and assigns.

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

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

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

I. House Bill 2015. House Bill 2015, signed by the Governor on June 14, 2013 and effective on January 1, 2014, authorizes a penalty to be imposed on a person who contracts for certain services with a governmental entity and who fails to properly classify their workers. This applies to subcontractors as well. Contractors and subcontractors who fail to properly classify individuals performing work under a governmental contract will be penalized $200 for each individual that has been misclassified (Texas Government Code Section 2155.001).

J. Bonds. The Contractor is required to furnish a performance bond in accordance with Chapter 2253, Government Code, in the amount of 100% of the total contract price in the event that said contract price exceeds $100,000 and the Contractor is required to furnish a payment bond in accordance with Chapter 2253, Government Code, in the amount of 100% of the total contract price in the event that said contract price exceeds $50,000. All bonds shall be submitted on forms supplied by the Owner, and executed by an approved Surety Company authorized to do business in the State of Texas. It is further agreed that this contract shall not be in effect until such bonds are so furnished.

K. Entire Agreement. This Contract contains the Entire Contract between the City and CONTRACTOR, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

EXECUTED as of the Effective Date hereof.

CONTRACTOR: **Pavement Restoration Inc.**

(OWNER):

_____

By: ROBERT WIGGINS
PRINTED NAME:
TITLE: PRESIDENT

COMPLETE ADDRESS:

Company PAVEMENT RESTORATION
Address 111 VALLEY KNOLL
City, State, Zip BOERNE TX 78006
ATTEST:

_____
Corporate Secretary

State of Texas
County of Kendall
This statement was acknowledged before me on FEB 26 2016 by
ROBERT WIGGINS
_____
Commision Notary in Kendall County, TX
Expires: SEP 18 2018

THERESA PECK
Notary Public, State of Texas
My Commission Expires
September 18, 2018

CITY OF LUBBOCK, TEXAS

By: _____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mike Gilliland, Public Works Superintendent

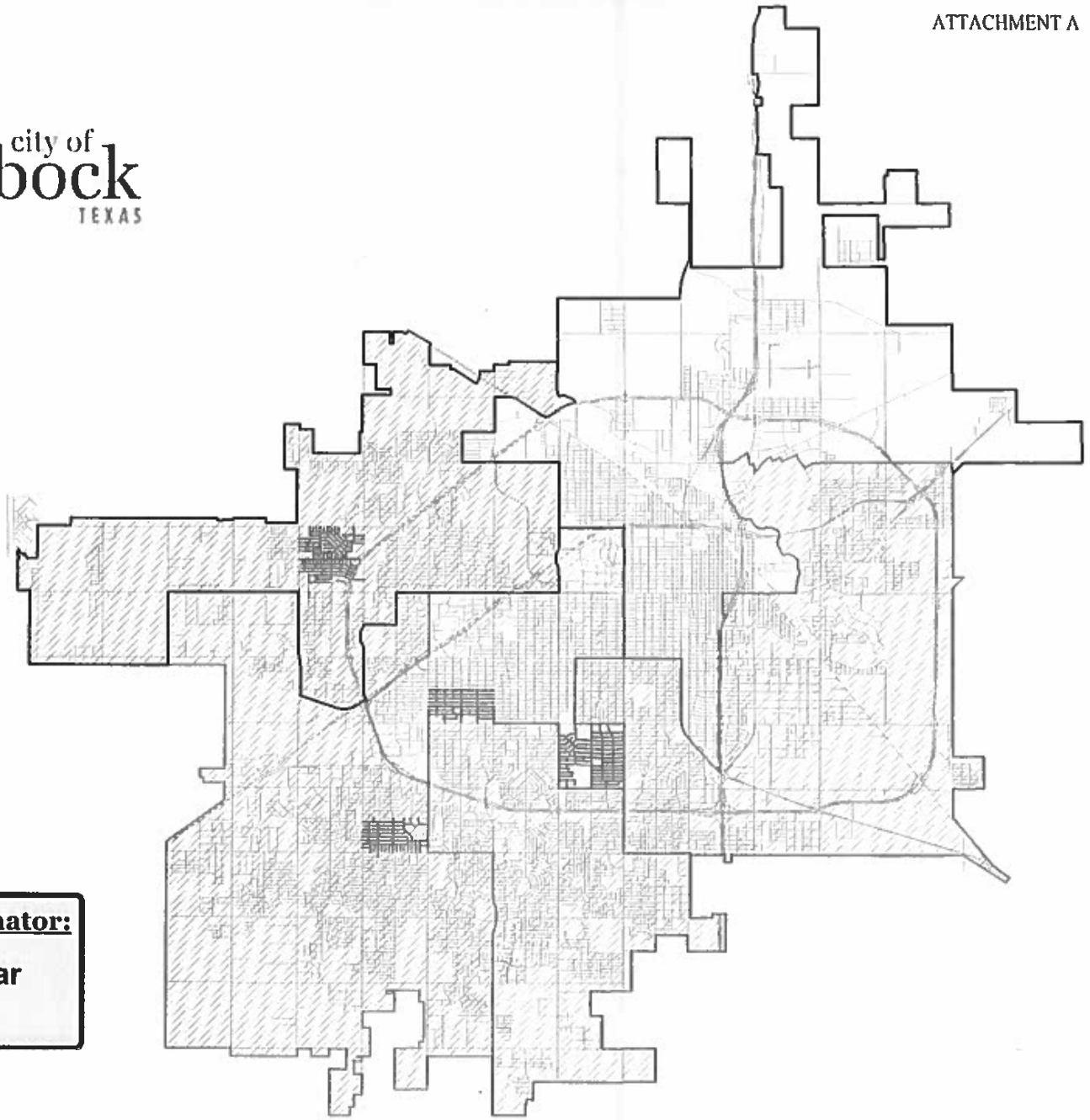
_____
L. Wood Franklin, Director of Public Works

APPROVED AS TO FORM:

_____
John Grace, Assistant City Attorney

ATTACHMENT A

city of lubbock TEXAS



2016 Rejuvenator:

Contract Year

2016

City of Lubbock, TX
Capital Project
Project Cost Detail
March 24, 2016

Capital Project Number:	92248
Capital Project Name:	Street Maintenance Program

	Budget
Encumbered/Expended	
FY 2010-11 Street Maintenance and Construction	$ 7,958,621
FY 2011-12 Street Maintenance and Construction	9,886,206
FY 2012-13 Street Maintenance and Construction	9,148,345
FY 2013-14 Street Maintenance and Construction	7,936,341
City of Lubbock Staff Time	35,237
Hugo Reed and Associates Contract 10906	5,603
Bid Cost	1,521
Lone Star Dirt & Paving (2015 Asphalt Patching)	1,229,600
Lone Star Dirt & Paving (2015 Concrete Patching)	746,400
Intermountain Slurry Seal (2015 Micro-Surfacing Project)	3,014,057
Lone Star Dirt & Paving (Frankford Ave Remove and Relay)	1,470,738
Thunder Well Service, LLC	248,083
TRC Companies Bridge Inspection Contract 12024	89,404
Milwaukee LTD Contract 12712	494,254
West Texas Paving Contract 12550 - Upland Remove and Relay	1,775,248
Agenda Item March 24, 2016	
Lone Star Dirt & Paving Contract 12716 (2016 Asphalt Patching)	1,852,550
Lone Star Dirt & Paving Contract 12711 (2016 Concrete Patching)	1,898,973
Pavement Restoration, Inc. Contract 12715 (2016 Asphalt Rejuvenation)	1,100,000
Encumbered/Expended To Date	48,891,181
Estimated Costs for Remaining Appropriation	
Construction	5,432,957
Remaining Appropriation	5,432,957
Total Appropriation	$ 54,324,138

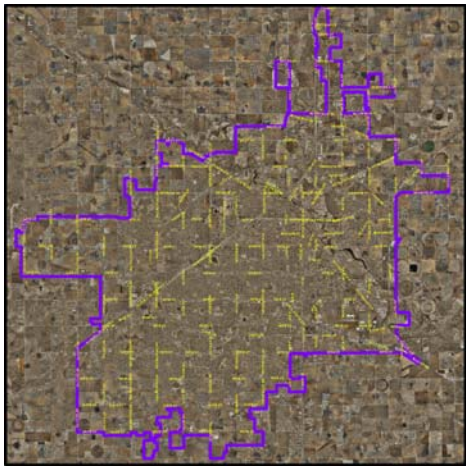
Project Name **Street Maintenance Program** *Project Number* **92248**

Managing Department **Paved Streets**

Project Manager **Kevin Lair**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Micro-surfacing, asphalt rejuvenation, asphalt milling, asphalt milling and overlay, full or partial depth pavement repair, total reconstruction, patching, crack sealing, concrete joint sealing, and brick street repair.

Project Justification

The project is a preventive maintenance program to help preserve and maintain our street infrastructure. The maintenance program is an essential tool to help extend the useful life of the pavement. Used early in a pavement's life, preventative maintenance corrects small problems before they become big problems, saves money, and improves safety and rideability. At some point, all roads require total rehabilitation as they near the end of their useful life. Total rehabilitation is completed when funding is available.

Project History

This project replaced CIP 92125 that funded street maintenance through FY 2009-10.

$9,201,970 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$9,339,999 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$9,480,099 was appropriated in FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012. (General Fund Debt)
$9,622,300 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013. (General Fund Debt)
$6,766,635 was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.
$9,913,135 was appropriated in the FY 2015-16 Budget, Ord. No. 2015-O0094, September 10, 2015.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	Total Project Amount
Construction	54,324,138	10,061,832	10,212,759	10,365,950	10,521,439	10,679,261	0	106,165,379
Total Project Appropriation	54,324,138	10,061,832	10,212,759	10,365,950	10,521,439	10,679,261	0	106,165,379

Regular City Council Meeting **6. 14.**

Meeting Date: 03/24/2016

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Change Order 1 with Allen Butler Construction, Inc., for the addition of a sewer line stub out for Avenue T for the 98th Street from University Avenue to Interstate 27 Project, ITB 15-12265-PD.

Item Summary

This change order is for the installation of a tap on the main sewer line running along 98th Street. The tap is required for the future development in the area. This needs to be completed prior to paving 98th Street to avoid the future cost of removing and replacing the concrete paving that will be installed with the current construction project.

The negotiated change order price of $76,259 includes full compensation for the installation and compaction of the sewer line stub out.

Fiscal Impact

$10,175,300 is appropriated in Capital Improvement Project 92289, 98th Street from University Avenue to Interstate 27, with $76,259 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution - Contract with Allen Butler Construction, Inc.

Change Order - Allen Butler Construction, Inc.

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Change Order No. 01 to that certain Contract No. 12265 by and between the City of Lubbock and Allen Butler Construction, Inc., for 98th Street Widening – University Avenue to Interstate 27, per Bid #15-12265-PD, and related documents. Said Change Order No. 01 is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

RES.ChgOrd 01, Contract-Allen Butler Construction, Inc.
3.08.16

City of Lubbock TEXAS

Office of Purchasing and Contract Management
Change Order

Contract No: 12265	Contractor: Allen Butler Construction, Inc.
Change Order No: 01	Contract Title: 98th Street Widening – University Avenue to Interstate 27
Bid/RFP No: 15-12265-PD	Project No: 92289

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

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

Per attached backup material, Change Order #1 includes the items as shown on the attached breakdown necessary to install a sanitary sewer extension along Avenue T. This extension is necessary to serve the residents on Avenue T and will be installed prior to the pavement installation. No extensions of time is requested as part of this change order.

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

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

ITEM	DESCRIPTION	AMOUNT
A.	ORIGINAL CONTRACT VALUE:	$7,174,474.66
B.	AMOUNT OF THIS CHANGE ORDER: (Note: Council approval required if over $50,000)	$76,259.40
	COST CENTER: ACCOUNT:	
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A)	1.06%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	$0.00
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D)	$76,259.40
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): (25% maximum)	1.06%
G.	NEW CONTRACT AMOUNT (A+E):	$7,250,734.06

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

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

(1) Contractor — Date: 3-1-16

(2) Project Architect/Engineer — Date: 3-1-16

Approved as to Content:

(3) Owner's Representative — Date: 3/7/16

Approved as to Form:

(4) City Attorney — Date: 3-8-16

(5) Capital Projects Manager — Date: 3/8/16

(6) Director of Purchasing & Contract Management — Date: 3-9-2016

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

(7) Mayor — Date

(8) City Secretary — Date

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

PUR-45 (Rev 01/2012)

Kimley»Horn

February 17, 2016

Mr. Neil Welch, P.E.
City of Lubbock, Texas
1625 13th Street
Lubbock, Texas

RE: *98th Street Widening – University Avenue to Interstate 27*
Change Order Number 1
KHA No. 063126012

Dear Neil:

As you are aware, it was necessary to extend a 12-inch sanitary sewer line along Avenue T from 98th Street to the first residential house. This sanitary sewer line will serve the residential houses along Avenue T and was necessary to be installed prior to the widening of 98th Street. This project did not include any sanitary sewer line items therefore all of the items as a result of this additional work will be an increase to the contract amount. Please refer to the breakdown that is attached for the specific items.

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

- Original contract price: $7,174,474.66
- Net change of this change order: $76,259.40
- Amount of previous change orders: $0.00
- Contract price with all approved change orders: $7,250,734.06

There is not an extension of time requested for this change order.

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

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.
Texas Firm Registration No. F-928

Pedro Carrasco, P.E.

Pedro (Rey) Carrasco, P.E.
Copy to: City of Lubbock: Wood Franklin, P.E., John Turpin, P.E.
Allen Butler: Brandon Bybee
Walker RPR Services: Ricky Walker, Mark Perry

G:\063126012_Lub_98thUnivto87\CCA\Change Orders\CO1-Ave T SSWR\98th Street Change Order 1 KHA Letter.docx

KIMLEY-HORN AND ASSOCIATES, INC.
7021 Kewanee Ave., Suite 8-101
Lubbock, TX 79424

Date: February 17, 2016

CHANGE OR EXTRA WORK ORDER NO. 1

PROJECT DESCRIPTION:	98th Street Widening - University Avenue to Interstate 27
KHA Project No.:	063126012
OWNER:	City of Lubbock
CONTRACTOR:	Allen Butler Construction, Inc.
ORIGINAL CONTRACT AMOUNT:	**$7,174,474.66**
REVISED CONTRACT AMOUNT PER CHANGE ORDER No. 1:	**$7,250,734.06**

CHANGE OR EXTRA WORK TO BE PERFORMED

Item No.	Approx. Quantity		Description of Item	Unit Price	Decrease in Contr. Price	Increase in Contr. Price
109	220	LF	12" SDR 26 PVC SEWER PIPE BY OPEN CUT	$80.36		$17,679.20
110	1	EA	5-FOOT DIA. CONCRETE MANHOLE	$13,189.20		$13,189.20
111	5	VF	EXTRA DEPTH FOR 5-FOOT CONCRETE MANHOLE	$120.00		$600.00
112	1	EA	5-FOOT DROP CONCRETE MANHOLE AT STA. 0+00	$35,526.00		$35,526.00
113	34	VF	EXTRA DEPTH FOR 5-FOOT DROP CONCRETE	$120.00		$4,080.00
114	1	EA	4-INCH PVC SANITARY SEWER SERVICE	$2,173.00		$2,173.00
115	220	LF	SANITARY SEWER TRENCH SAFETY	$4.80		$1,056.00
116	2	EA	VACUUM TESTING OF SANITARY SEWER MANHOLE	$528.00		$1,056.00
117	1	EA	ABANDON EXISTING MANHOLE	$900.00		$900.00

Total Increase in Contract Amount:		$76,259.40
Total Decrease in Contract Amount:	$0.00	
Net Change in Contract Amount:		$76,259.40
Percent of Contract Value This Change Order:		1.06%
Amount of Previous Change Orders:		$0.00
Total Amount of All Change Orders		$76,259.40
Percent of Contract Value All Change Orders:		1.06%
Revised Contract Amount:		**$7,250,734.06**
Original Contract Time		238
Net Change in Contract Time of Completion previous change orders:		0
Net Change in Contract Time of Completion per CO1:		0
Revised Contract Time of Completion:		238

SANITARY SEWER LINE - AVENUE T
SHEET NOTES
1. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING AND MAINTAINING SERVICE OF ALL EXISTING UTILITIES WITHIN THE TRENCH LIMITS.
PROPOSED 4" PVC SS SERVICE
EXISTING POWER POLE TO REMAIN
EXISTING OVERHEAD ELECTRIC
PROPOSED 12" PVC SS LINE
AVENUE T
EXISTING ROAD
PROPOSED CURB LINE
EXISTING WATER LINE
EXISTING POWER POLE TO BE REMOVED BY OTHERS
PROPOSED ROADWAY IMPROVEMENTS
EXISTING STORM DRAIN
80TH STREET
AVENUE T
PROPOSED GROUND
EXISTING GROUND
EXISTING 12" WATER LINE
3230
3220
3210
3200
3190
3180
3170
3160
3150
0+00
1+00
2+00
2+75

City of Lubbock, TX
Capital Project
Project Cost Detail
March 24, 2016

Capital Project Number:	92289
Capital Project Name:	98th Street - University to US 87

	Budget
Encumbered/Expended	
City Staff Time	$ 107,663
Advertising and Promotion	682
Kimley-Horn and Associates RPR	698,900
Kimley-Horn and Associates Design	825,300
Allen Butler Construction, Inc.	7,174,474
Agenda Item March 24, 2016	
Allen Butler Construction, Inc. Change Order 1	76,259
Encumbered/Expended To Date	8,883,278
Estimated Costs for Remaining Appropriation	
City Staff	60,000
Construction	1,232,022
Remaining Appropriation	1,292,022
Total Appropriation	$ 10,175,300

Project Name **98th Street - University Avenue to US 87** *Project Number* **92289**

Managing Department **Public Works Engineering**

Project Manager **Wood Franklin**

Project Classification **Infrastructure Improvements**

Project Status **Approved**

Project Scope

Replace the current strip paving with a T-2 thoroughfare with six travel lanes, continuous left turn lane, and full intersection located at Avenue P. Traffic signals will be required at the Avenue P and 98th street intersection. Street lighting, drainage features, and pedestrian access will be constructed with this project.

Project Justification

Development and traffic demands continue to grow in this area. The current strip paving in this area requires continuous maintenance and repair.

Project History

$1.68 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
$5,145,300 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.
Reduced by $450,000 in FY 2013-14 Budget Amendment No. 1, Ord. No. 2013-O0095, October 24, 2013.
$4.0 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 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	Total Project Amount
Construction	8,695,300	0	0	0	0	0	0	8,695,300
Design and Engineering	1,650,000	0	0	0	0	0	0	1,650,000
Right of Way Acquisition	30,000	0	0	0	0	0	0	30,000
Total Project Appropriation	10,375,300	0	0	0	0	0	0	10,375,300

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	Total Funding
FY 2009 Gateway Streets Revenue CO's	2,646,843	0	0	0	0	0	0	2,646,843
FY 2010 Gateway Streets Revenue CO's	1,959,825	0	0	0	0	0	0	1,959,825
FY 2011 Gateway Streets Revenue CO's	1,270,372	0	0	0	0	0	0	1,270,372
FY 2014 Gateway Streets Revenue CO's	1,560,348	0	0	0	0	0	0	1,560,348
FY 2015 Gateway Streets Revenue CO's	2,937,912	0	0	0	0	0	0	2,937,912
Total Funding Sources	10,375,300	0	0	0	0	0	0	10,375,300

Regular City Council Meeting **6. 15.**

Meeting Date: 03/24/2016

Information

Agenda Item

Resolution - Facilities: Consider a resolution authorizing the Mayor to execute Amendment 2 to the professional services contract 11738 with Cox Dirks Architects, P.C. (CDA) for the renovations of the new Lubbock Senior Center located at 2001 19th Street.

Item Summary

The Amendment 2 includes additional professional services related to the design, plans and specifications for the renovations of the Lubbock Senior Center located at 2001 19th Street, Lubbock, Texas. The original $44,600 contract includes professional services related to the design, plans, specifications, and estimates for the renovations of the Lubbock Senior Center and dated January 27, 2014. Amendment 1, for $5,000, incorporated services for unforeseen issues relating to the west phase renovations including exterior window revisions, additional fire code requirements and other related issues. Amendment 1 was dated April 7, 2015.

The Amendment 2, for $7,800, incorporates services for unforeseen issues relating to the east phase renovations including additional structural engineering services for the men's restroom revisions, electrical additions, plaster repairs and other related issues that were uncovered during the demolition portions of the renovations. Amendment 2 will increase the current contract by $7,800, bringing the new contract amount to $57,400, and extend the term of the contract to May 1, 2016, which corresponds to the completion of the project renovations.

Fiscal Impact

$2,870,370 is appropriated in Capital Improvement Project 92323, Facility Renovations/Upgrades, with $7,800 available for this
purpose.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution & Amendment - Cox Dirks Architects PC

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 2 to that certain Agreement dated February 7, 2014 for providing professional services, by and between the City of Lubbock and Cox Dirks Architects, PC, 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:

_____
Wes Everett, Director Facilities Management

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

RES.Amend #2 Agrmt-11738, Cox Dirks Architects, PC
3.7.16

AMENDMENT NO. 2

TO AGREEMENT BETWEEN THE CITY OF LUBBOCK

AND

Cox Dirks Architects, PC

THIS IS AN AMENDMENT TO THE AGREEMENT (Contract #11738) dated and entered into the 7th day of February 2014 by and between the City of Lubbock ("City") and Cox Dirks Architects, PC ("CDA"), 1710 15th Street, Lubbock, Texas 79401.

CDA has entered into the Agreement with the City for providing professional services relating to the design, plans, and specifications for the renovations and of the 19th Street Senior Center located at 2001 19th Street, Lubbock, Texas.

This Amendment No. 2 increases the original Agreement and Amendment No. 1 from $49,600.00 to $57,400.00, an increase of seven thousand eight hundred dollars and zero cents ($7,800.00). The expiration date of the Agreement per Article I shall correspond to the completion date of the 19th Street Senior Center Renovations Project revised to or May 1, 2016.

This amendment includes work associated with the additional Professional Services due to the increased project scope (Attachment A).

All other portions of the original Agreement and previous Amendments 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 _____, 2016.

CITY OF LUBBOCK

_____
Glen C. Robertson
Mayor

Cox Dirks Architects, PC

_____
James H. Dirks, AIA
Principal

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Wes Everett, Director Facilities Management

APPROVED AS TO FORM:

_____
City Attorney's Office

COX DIRKS
ARCHITECTS PC
AMERICAN INSTITUTE OF ARCHITECTS

1710 15TH STREET
LUBBOCK, TEXAS 79401
TEL (806) 762-1226
FAX (806) 762-1257
www.coxdirksarchitects.com

February 23, 2016

City of Lubbock
P. O. Box 2000
Lubbock, Texas 79457
Attn: George Lisenbe

Re: Architectural Fees – Senior Citizens Center

Mr. Lisenbe,

Due to unforeseen conditions requiring building design changes for the Senior Citizens Center Project, I am requesting a revision in the fee. The original fee of $44,600 and Addendum #1 of $5,000 were for an adjustment in the anticipated project cost and bid price. I am requesting an addition of $7,800 to cover additional work for the unforeseen changes in the project. The total proposed adjustment reflects the same original percentage fee for the final anticipated project cost of $1,326,000 or a total fee of $57,400. The increased fee includes the additional structural engineering cost for the toilet revisions.

The work will still be performed on an hourly basis not to exceed the total fee.

Your consideration and approval of this request would be appreciated.

Sincerely,

James H. Dirks, A.I.A.

City of Lubbock, TX
Capital Project
Project Cost Detail
March 24, 2016

Capital Project Number:	92323
Capital Project Name:	Facility Renovations/Upgrades

		Budget
Encumbered/Expended		
Cox Dirks Contract 11738 - 19th Street Center Design	$	44,600
Cox Dirks Contract 11738 - Amendment 1		5,000
Condray Contract 11748 - Simmons Centers Design		66,290
City of Lubbock Staff Time		845
Bid Cost		11,988
Stiles, Wallace Contract 12180 -Trejo Design		71,053
Mary K Crites Contract 12301 - Maxey Design		58,480
Pharr and Company Contract 12208 - Senior Center Renovations		1,230,500
Pharr & Co. Contract 12208 Change Order 1		69,204
Pharr & Co. Contract 12208 Change Order 2		13,242
Tommy Klein Contract 12253-Simmons Senior Center		244,355
Tommy Klein Construction Contract 12253-Change Order 1		11,422
Tommy Klein Construction Contract 12253-Change Order 2		172,144
West Texas Abatement		44,236
Compliance Sampling and Analysis		8,700
Pods Enterprises Inc.		12,000
Lubbock Inspection Service		1,090
Simmons and 19th Street Centers Furniture		51,000
Agenda Item March 24, 2016		
Cox Dirks Architects, PC Contract 11738 Amendment 2		7,800
Encumbered/Expended To Date		2,123,949
Estimated Costs for Remaining Appropriation		
Construction and Design		746,421
Remaining Appropriation		746,421
Total Appropriation	$	2,870,370

Project Name **Facility Renovations/Upgrades** *Project Number* **92323**

Managing Department **Facilities Management**

Project Manager **George Lisenbe**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**

Project Scope

The project includes complete interior and exterior renovation of the following facilities: Copper Rawlings, Hodges Community Center, Lubbock Senior Center, Simmons Community Center, Simmons Senior Center, Trejo Super Center, Maxey Community Center, Stubbs Party House, Fleet and Solid Waste Operations, and Municipal Hill Operations Center. The priority will be the renovation of the community and senior centers first.
FY 2013-14 funding is for the renovations of Lubbock Senior Center and Mae Simmons Senior Center.
FY 2014-15 funding is for the renovations of the Trejo Supercenter, Mae Simmons Community Center, and Maxey Community Center.
FY 2015-16 funding is for the renovations of Mae Simmons Community Center and furnishings for 19th Street Senior Center, Mae Simmons Senior and Community Centers.

Project Justification

The maintenance of these 10 facilities have been limited over the past many years. These facilities require immediate maintenance actions or risk permanent damage to the facility.

Project History

In general, the buildings reflect their age. The newest building is 23 years old and the oldest is 60. Most have been remodeled to some degree over the years. All of the buildings are operational and generally sound and functional.

$1,835,370 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.
$185,000 was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.
$850,000 was appropriated in the FY 2015-16 Budget, Ord. No. 2015-O0094, September 10, 2015.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	Total Project Amount
Construction	1,585,370	799,000	2,144,380	0	0	0	0	4,528,750
Construction Management Support	0	0	0	0	0	0	0	0
Design and Engineering	435,000	0	0	150,000	0	0	0	585,000
Furnishings	0	51,000	0	0	0	0	0	51,000
Total Project Appropriation	2,020,370	850,000	2,144,380	150,000	0	0	0	5,164,750

Regular City Council Meeting **6. 16.**

Meeting Date: 03/24/2016

Information

Agenda Item

Resolution - Facilities: Consider a resolution authorizing the Mayor to execute contract 12664 with Teche Contracting, LLC., for the emergency generator installation at the Lubbock Business Center located at 1301 Broadway, RFP 16-12664-JM.

Item Summary

Install new 500 KW/625 KVA, 208 volt, 3 phase emergency generator and associated 1600 Amp Automatic Transfer Switch and associated equipment as specified.

Proposals were solicited and one firm submitted a proposal. The deadline was extended and two firms responded with sealed proposals. The proposals were evaluated using the following criteria: Price 60%; Contractor Qualifications 30%; Safety Record Questionnaire 5%; and Construction Time 5%. The maximum point value is 100 points.

After the proposals were evaluated, the following ranking was obtained:

Contractor	Bid Amount	Points
Teche Contracting, LLC. of San Antonio, TX	$393,000	88
ACME Electric of Lubbock, Texas	498,000	71

Staff and Evaluation committee recommend award of the lump sum contract to the highest ranked proposal, Teche Contracting for $393,000. Time for completion is 120 consecutive calendar days with liquidated damages of $250 per consecutive calendar day.

Fiscal Impact

A total of $940,000 is available in CIP 92167 (Lubbock Business Center Various Renovations) and $393,000 is available for this purpose.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager
Electric Utility Board

Attachments

Resolution & Contract - Teche Contracting, LLC
CIP Details 92167

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. 12664 for the purchase and installation of an Emergency Generator at the Lubbock Business Center, by and between the City of Lubbock and Teche Contracting, LLC, 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:

_____
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

_____
Justin Pruitt, Assistant City Attorney

ccdocs/RES. Contract 12664 – Teche Contracting, LLC – Emergency Generator
February 18, 2016

PROPOSAL SUBMITTAL FORM
LUMP SUM PRICE PROPOSAL CONTRACT

DATE: 2/1/16

PROJECT NUMBER: **RFP 16-12664-JM – Lubbock Business Center Emergency Generator**

Proposal of Teche Contracting, LLC (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 Lubbock Business Center Emergency Generator, having carefully examined the plans, specifications, instructions to offerors, notice to offerors and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below. The price to cover all expenses incurred in performing the work required under the contract documents.

BASE PROPOSAL

ITEM NO.	DESCRIPTION	UNIT	LABOR	MATERIALS	EXTENDED COST
1	Install new 500 KW/625 KVA, 208 volt, 3 phase emergency generator and associated 1600 Amp Automatic Transfer Switch and associated equipment as specified.	LS	$ 93,000	$300,000	$393,000.

PROPOSED CONSTRUCTION TIME:

1. Contractors proposed CONTRUCTION TIME for completion:

The proposed number of consecutive calendar days to completion: 120 Days

Offeror's Initials

Offeror hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to complete the project within **120 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 **$250** 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 Initials

Enclosed with this proposal is a Cashier's Check or Certified Check for _____ Dollars ($_____) or a Proposal Bond in the sum of Nineteen Thousand, Six Hundred Fifty **Dollars ($**19,650.00**), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the proposal is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within 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: 2/1/16

Authorized Signature

Dennis Echt
(Printed or Typed Name)

(Seal if Offeror is a Corporation)

ATTEST:

Secretary

Offeror acknowledges receipt of the following addenda:

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

Teche Contracting, LLC
Company
1141 N. Loop 1604 E.,Suite 105-500
Address
San Antonio, Bexar
City, County
Texas, 78232
State Zip Code
Telephone: 830 - 885-4905
Fax: 830 - 885-4907
Email: decht@gvtc.com

FEDERAL TAX ID or SOCIAL SECURITY No.

45-2930243

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

City of Lubbock, TX
Capital Project
Project Cost Detail
March 24, 2016

Capital Project Number:	92167
Capital Project Name:	LBC Various Renovations

	Budget
Encumbered/Expended	
Professional Services	$ 25,550
Office Supplies/Furnishings	108,962
COL Charges	16,225
Talon/Renovations	210,681
Anthony Mechanical/HVAC Repairs	34,476
Andrus Roofing	65,000
Minnix Commercial/Renovations	18,701
Agenda Item March 24, 2016	
Teche Contracting, Contract #12664	393,000
Encumbered/Expended To Date	872,595
Estimated Costs for Remaining Appropriation	
LBC Various Renovations	67,405
Remaining Appropriation	67,405
Total Appropriation	$ 940,000

Regular City Council Meeting **6. 17.**

Meeting Date: 03/24/2016

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute purchase order contract 36420 with Mythics, Inc., for the purchase of software to extend the existing JDE Financial system to manage capital assets.

Item Summary

This extension to the JDE Financial system will enable the software to provide maintenance history, depreciation, predictive maintenance, cost recovery and work orders for new and existing capital assets. The target for this phase of the project is Fleet Services. Assets from mowers to fire engines will be managed with this system to provide asset maintenance expense evaluation, work orders and cost recovery of depreciated assets.

This purchase is being made through the City of Lubbock Capital Improvement Project program.

The software purchase is made available through the State of Texas Department of Information Resources (DIR) Contract DIR-TSO-2548. Texas Local Government Code Chapter 271.083 authorizes local governments to acquire hardware, software, and other Information Technology products through the DIR program. Pursuant to the Texas Government Code Chapter 791.025, purchases from DIR contracts meet competitive bid requirements.

Fiscal Impact

The purchase price of $156,000 to procure this software extension is budgeted as a Capital Improvement Project in FY 2015-16. The cost is within budget for this item.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager
David McGaughey, Director of Information Technology

Attachments

Resolution & Purchase Order Contract - Mythics, Inc.

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 364200 for the purchase of Capital Asset Management Update and Support as per State of Texas Department of Information Resources Contract No. DIR-SDD-1951, by and between the City of Lubbock and Mythics, Inc., of Virginia Beach, Virginia, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

_____
Justin Pruitt, Assistant City Attorney

ccdocs/RES. Purchase Order 364200 – Mythics, Inc. – Capital Asset Management Update
March 9, 2016

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 03/09/2016
Order Number 364200 000 OP
Branch/Plant 92401

TO: MYTHICS INC
1439 N GREAT NECK RD
SUITE 201
VIRGINIA BEACH Virginia 23454

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 03/09/2016 Freight
Requested 03/31/2016 Taken By S SUMMERS
Delivery Per J Zhine / Req # 47258 Quote #30916/DIR-TSO-2548

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Capital Asset Mgt-Updates_Supp	1.000	69,388.1100	EA	69,388.11	03/31/2016
Perpetual_1Yr-ApplUsr_ConDevic					
Equip Cost Analysis-Updts_Supp	1.000	12,078.0000	EA	12,078.00	03/31/2016
Perpetual_1Yr-ApplUsr_ConDevic					
ConditionBasedMaint-Updts_Supp	1.000	12,078.0000	EA	12,078.00	03/31/2016
Perpetual_1Yr-ApplUsr_ConDevic					
Resource Assignmts-Updts_Supp	1.000	8,605.5800	EA	8,605.58	03/31/2016
Perpetual_1Yr-ApplUsr_ConDevic					
1ViewRptg/CapAsstMgt-Upd_Supp	1.000	17,362.1300	EA	17,362.13	03/31/2016
Perpetual_1Yr-ApplUsr_ConDevic					
Case Mgmt-Updates_TechSupp	1.000	35,871.6600	EA	35,871.66	03/31/2016
Perpetual_1Yr-ApplUsr_ConDevic					
				Total Order	

Terms NET 30 DAYS 155,383.48

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 03/09/2016
Order Number 364200 000 OP
Branch/Plant 92401

TO: MYTHICS INC
1439 N GREAT NECK RD
SUITE 201
VIRGINIA BEACH Virginia 23454

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	03/09/2016	Freight	
Requested	03/31/2016	Taken By	S SUMMERS
Delivery Per J Zhine / Req # 47258		Quote #30916/DIR-TSO-2548	

This purchase order encumbers funds in the amount of $155,383.48 awarded to Mythics, Inc. of Virginia Beach, VA on March 24, 2016. The following is incorporated into and made part of this purchase order by reference contract DIR-TSO-2548 dated March 9, 2016 Mythics, Inc. of Virginia Beach, VA. Resolution #_____

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

MYTHICS™

DIR - TSO - 2548

ORACLE Platinum Partner

1439 N. Great Neck Rd. Suite 201
Virginia Beach, VA 23454
Randy Dorsey
Phone: 757.963.5493
Fax: 757.965.9486
Email: rstageberg@mythics.com

End-User Name: City of Lubbock
Contact: Mike Wesley
Email mawesley@mail.ci.lubbock.tx.us

Estimate Number: 30916
Estimate prepared on: March 9, 2016
Valid through: March 31, 2016

Item Nbr	Oracle Product Description	Term	Oracle License Type	Number of Licenses	Discounted Unit Price	Extended Price
1	Capital Asset Management	Perpetual	Applicaion User	20	$ 2,274.53	$ 45,490.60
2	Update Rights and Product Technical Support	1 year	Applicaion User	20	$ 500.40	$ 10,007.91
3	Capital Asset Management	Perpetual	Connected Device	50	$ 227.70	$ 11,385.00
4	Update Rights and Product Technical Support	1 year	Connected Device	50	$ 50.09	$ 2,504.70
5	Equipment Cost Analysis	Perpetual	Applicaion User	20	$ 396.00	$ 7,920.00
6	Update Rights and Product Technical Support	1 year	Applicaion User	20	$ 87.12	$ 1,742.40
7	Equipment Cost Analysis	Perpetual	Connected Device	50	$ 39.60	$ 1,980.00
8	Update Rights and Product Technical Support	1 year	Connected Device	50	$ 8.71	$ 435.60
9	Condition-Based Maintenance	Perpetual	Applicaion User	20	$ 396.00	$ 7,920.00
10	Update Rights and Product Technical Support	1 year	Applicaion User	20	$ 87.12	$ 1,742.40
11	Condition-Based Maintenance	Perpetual	Connected Device	50	$ 39.60	$ 1,980.00
12	Update Rights and Product Technical Support	1 year	Connected Device	50	$ 8.71	$ 435.60
13	Resource Assignments	Perpetual	Applicaion User	20	$ 282.15	$ 5,643.00
14	Update Rights and Product Technical Support	1 year	Applicaion User	20	$ 62.07	$ 1,241.46
15	Resource Assignments	Perpetual	Connected Device	50	$ 28.22	$ 1,410.75
16	Update Rights and Product Technical Support	1 year	Connected Device	50	$ 6.21	$ 310.37
17	One View Reporting for Capital Asset Management	Perpetual	Applicaion User	20	$ 569.25	$ 11,385.00
18	Update Rights and Product Technical Support	1 year	Applicaion User	20	$ 125.24	$ 2,504.70
19	One View Reporting for Capital Asset Management	Perpetual	Connected Device	50	$ 56.93	$ 2,846.25
20	Update Rights and Product Technical Support	1 year	Connected Device	50	$ 12.52	$ 626.18
21	Case Management	Perpetual	Applicaion User	20	$ 1,175.63	$ 23,512.50
22	Update Rights and Product Technical Support	1 year	Applicaion User	20	$ 258.64	$ 5,172.75
23	Case Management	Perpetual	Connected Device	50	$ 117.81	$ 5,890.50
24	Update Rights and Product Technical Support	1 year	Connected Device	50	$ 25.92	$ 1,295.91
					SUBTOTAL: LICENSE	$ 127,363.50
					SUBTOTAL: YEAR 1 SUPPORT & UPDATE RIGHTS	$ 28,019.97
					TOTAL*	$ 155,383.47

Applicable State taxes will be added unless an exemption is provided.

Additional Information:
This quotation is an estimate and is an invitation for you to offer to purchase products and services from Mythics. Your order is subject to Mythics' acceptance and
to software licensing terms and conditions per reference to an existing license/contract or a newly executed license accompanying your order.
Mythics DUNS#: 013358002
Mythics Fed TaxID# 54-1987871
CAGE CODE: 1JA34
Business Size: Small
NAIC: 423430
Support services are provided under Oracle's then current technical support policies located at: http://www.oracle.com/support/policies.html
You agree that Mythics has the right to cancel your support due to non-payment.
Media is available for download at no additional cost at http://edelivery.oracle.com/

Purchasing Instructions:
Please include the following statements on your Purchase order:
1. This order is placed pursuant to the terms and conditions of **DIR - TSO - 2548**
2. Payment terms are: **Net 30**
3. Mythics quote # **30916**
Fax order to 757-965-9486 or email to rstageberg@mythics.com

Form: Quote 0510

Regular City Council Meeting **6. 18.**

Meeting Date: 03/24/2016

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute purchase order contract 31026634 with Hurst Farm Supply for the purchase of a tractor for the Land Application department, ITB 16-126703-SS.

Item Summary

The purchase order contract is for one 2016 John Deere 9420R tractor. This piece of equipment will replace a 2003 Case Swather. The $ 267,695 purchase from Hurst Farm Supply is made from results of ITB 16-12692-SS.

Three bids were received from the following vendors:

Company	Amount
Wylie Implement	$259,000
Hurst Farm Supply	267,695
Abilene Equipment Center	N/R

Staff Recommends award to the bidder who met department specifications, Hurst Farm Supply for $267,695.

Fiscal Impact

The equipment is approved in the Adopted FY 2015-16 Master Lease Program.

Staff/Board Recommending

Scott Snider, Assistant City Manager
L. Wood Franklin P.E., Director of Public Works

Attachments

Bid Tabulation

Resolution & Purchase Order Contract - Hurst Farm Supply, Inc.

City of Lubbock, TX
Fleet Services
Bid Tabulation
March 24, 2016

ITB 16-12703-SS
Agricultural Tractor

Item	Qty	UOM	Description/Vendor	Location	Unit Price	Extended Price
1	1	EA	Agricultural Tractor, per Specification No. 6415-LA			
			Abilene Equipment Center	Abiliene, TX	$ 256,000	NR
			Wylie Implement	Lubbock, TX	259,900	NQAS
			Hurst Farm Supply, Inc	**Lubbock, TX**	**267,695**	**267,695**
2	1	EA	3 Year Powertrain Warranty			
			Hurst Farm Supply, Inc.	**Lubbock, TX**	**0**	**0**
			Abilene Equipment Center	Abiliene, TX	0	NR
			Wylie Implement	Lubbock, TX	2,195	2,195
			Item by Item			
			Hurst Farm Supply, Inc Items 1 - 2	Lubbock, TX		$ 267,695

NR - Non-Responsive
NQAS - Not Quoted as Specified

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 31026634 for the purchase of one (1) 2016 John Deere Agricultural Tractor as per ITB 16-12703-SS, by and between the City of Lubbock and Hurst Farm Supply, Inc. of Lubbock, Texas, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

_____
Justin Pruitt, Assistant City Attorney

ccdocs/RES. PO 31026634 – Hurst Farm Supply, Inc. – John Deere Tractor
March 1, 2016

City of Lubbock TEXAS PURCHASE ORDER

Page - 1
Date - 02/29/2016
Order Number 31026634 000 OP
Branch/Plant 3526

TO: HURST FARM SUPPLY INC
4801 HWY 84
LUBBOCK Texas 79416

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
204 MUNICIPAL DRIVE
LUBBOCK Texas 79404

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

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

Ordered 02/29/2016 Freight
Requested 09/02/2016 Taken By S SUMMERS
Delivery PER D GAMBOA REQ #46914 ITB 16-12703-SS

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Agricultural Tractor	1.000	267,695.0000	EA	267,695.00	09/02/2016
Spec 6415-LA					

Total Order

Terms NET DUE ON RECEIPT 267,695.00

This purchase order encumbers funds in the amount of $267,695.00 awarded to Hurst Farm Supply of Lubbock, TX on March 24, 2016. The following is incorporated into and made part of this purchase order by reference ITB 16-126703-SS dated February 10, 2016 Hurst Farm Supply of Lubbock, TX. Resolution #_____

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Hu--- Tra--- Supply Inc.
4801 [illegible]
Lubbock, TX 79416

REVISED
Bid Form
Agricultural Tractor
City of Lubbock, TX
ITB 16-126703-SS

☐ **ORIGINAL**

In compliance with the **Invitation to Bid 16-12703-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 16-12703-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	Delivery (Days) ARO**
1.	1	Each	Agricultural Tractor, per Specification No. 6415-LA	$ 267,695.00	6 Months
	Model Year, Brand Name and Model Number: 2016 John Deere 9420R				
2.	1	Each	3 Year Powertrain Warranty	FREE	
~~3.~~	~~1~~	~~Each~~	~~5 Year Powertrain Warranty~~	~~$2400.00~~	

***PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed** Total: $267,695.00

****ARO – After Receipt of Order**

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

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

INTERLOCAL PURCHASING *(optional)*: The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

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

YES ✓ NO _____

Reviewed by _____
Approved by _____
Date Signed _____

CITY OF LUBBOCK
MINIMUM SPECIFICATIONS
FOR
AGRICULTURAL TRACTOR
SPECIFICATION NO. 6415-LA

MAKE John Deere MODEL 9420R

CONSTRUCTION AND PERFORMANCE SPECIFICATIONS DESCRIBED IN THE FOLLOWING MINIMUM SPECIFICATIONS. THE SELLER SHALL BE REQUIRED TO MARK COMPLIANCE TO THE SECTION OF THE SPECIFICATIONS IN THE SPACE PROVIDED. ALL EQUIPMENT FURNISHED AS STANDARD BY THE MANUFACTURER SHALL BE INCLUDED, IF NOT STATED IN THE WRITTEN SPECIFICATIONS. ANY DEVIATIONS FROM THE WRITTEN SPECIFICATIONS SHOWN IN THE INVITATION TO BID SHALL BE NOTED ON THE ATTACHED EXCEPTIONS TO THE SPECIFICATIONS. IN ORDER TO RECEIVE FULL CONSIDERATION, QUOTATION MUST FOLLOW THESE SPECIFICATIONS AND THE INVITATION TO BID'S TERMS AND CONDITIONS.

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES	NO
	GENERAL	420 HORSE POWER AGRICULTURAL TRACTOR.		
1.	ENGINE	DIESEL, IN-LINE 6 CYLINDER, TURBO CHARGED AFTER-COOLED, WET SLEEVE, LIQUID COOLED MINIMUM 420 H.P. @ 2100 RPM, 9.0L. AIR INDUCTION SYSTEM: STRATOTUBE PRE-CLEANER WITH EXHAUST ASPIRATOR AND TWO STAGE DRY TYPE AIR CLEANER, STARTING AID. ENGINE MUST BE TIER 4 CERTIFIED.	✓	
2.	TRANSMISSION	POWER SHIFT TRANSMISSION WITH 16 FORWARD AND 2 REVERSE GEARS, WET CLUTCH FOR LONG LIFE, SELF ADJUSTING PARKING BRAKE. SHALL BE EQUIPPED WITH NEUTRAL SAFETY SWITCH THAT WILL NOT ALLOW ENGINE TO BE STARTED WHEN IN GEAR.	✓	
3.	FINAL DRIVE	MANUFACTURERS STANDARD	✓	
4.	STEERING	MANUFACTURERS STANDARD	✓	
5.	ELECTRICAL	12 VOLT, 130 AMP ALTERNATOR, BATTERIES WITH 1850 TOTAL COLD CRANKING AMPS, ROAD-TRANSPORT AND WORKING LIGHTS: 6 FORWARD MOUNTED WORKING LIGHTS, 4 REARWARD MOUNTED WORKING LIGHTS, 4 COMBINATION TURN SIGNAL-WARNING LIGHTS VISIBLE FROM THE FRONT AND THE REAR OF THE TRACTOR. 7 PIN ELECTRICAL TERMINALS, AM-FM STEREO, AIR CONDITIONER / HEATER. GAUGES: TO INCLUDE BUT NOT LIMITED TO, ENGINE RPM, FUEL, GROUND SPEED COOLANT TEMPERATURE CHARGING SYSTEM HOUR METER. WARNING INDICATOR: ENGINE OIL PRESSURE HYDRAULIC SYSTEM. LOW FUEL LEVEL ELECTRONIC STARTING AID.	✓	
6.	BRAKES	HYDRAULIC POWER INTERNAL WET DISC SELF ADJUSTING AND SELF-EQUALIZING. EITHER A SELF ADJUSTING PARK BRAKE OR A PARK LOCK.	✓	
7.	HYDRAULICS	SHALL BE CAPABLE OF PRODUCING 55 GPM FROM A SINGLE SELECTIVE CONTROL VALVE @ 2900 PSI. FOUR HYDRAULIC REMOTES	✓	

8.	**HITCH**	MANUFACTURER'S STANDARD HEAVY DUTY CLASS 5 DRAWBAR TO INCLUDE ALL DRAWBAR ATTACHMENTS.	✓	
9.	**CAB**	PRESSURIZED WITH SELF CLEANING AIR CONDITIONING SYSTEM FILTER. TINTED GLASS FOR OPERATOR COMFORT.	✓	
10.	**FUEL TANK**	CAPACITY - 230 GALLONS	✓	
11.	**TIRES/WHEELS**	DUAL CONFIGURATION, 710/70R42, DRUM STYLE WHEELS.	✓	
12.	**WEIGHTS**	TRACTOR'S TOTAL OPERATING WEIGHT NOT TO EQUAL LESS THAN 100 LBS. PER GROSS H.P. WITH NOT MORE THAN A 55% - 45% SPLIT FRONT TO REAR RESPECTIVELY.	✓	
13.	**ROPS**	MANUFACTURER'S STANDARD ROLL OVER PROTECTION SYSTEM.	✓	
14	**WARRANTY**	MANUFACTURER'S STANDARD WARRANTY. THE WARRANTY SHALL COMPLETELY DETAIL THE COVERED ITEMS AND DESCRIBE ALL EXCLUSIONS OF PARTS THAT ARE NOT COVERED	✓	
14.1	**OPERATOR'S MANUAL**	**OPERATORS' MANUAL:** OPERATORS' MANUAL SHALL PROVIDE COMPLETE OPERATING INSTRUCTIONS AND ROUTINE LUBRICATING AND SERVICING INSTRUCTIONS.		

OPTIONS:

1. **EXTENDED WARRANTY** STATE DETAILED TERMS AND COST OF EXTENDED WARRANTY OFFERED. TERMS: 3yr $ FREE w/purchase of tractor

EXCEPTIONS TO THE SPECIFICATIONS

EXCEPTIONS TO THE SPECIFICATIONS OF ANY ITEMS STATED HEREIN SHALL BE FULLY DESCRIBED IN WRITING BY THE CONTRACTOR IN THE SPACE PROVIDED BELOW:

Regular City Council Meeting **6. 19.**

Meeting Date: 03/24/2016

Information

Agenda Item

Resolutions - Parks and Recreation: Consider two resolutions authorizing the Mayor to execute contract 12773 with Pevey Lawn & Landscape Inc. and contract 12694 with Ground Effects for parks turf maintenance, ITB 16-12694-KK.

Item Summary

These contracts are for turf maintenance of developed parkland, medians, and various city properties including libraries, Buddy Holly Plaza, City Bank Auditorium. These contracts consist of mowing and trimming on approximately 996 acres. The areas for each group are outlined below:

Group 1 - 108.88 acres
Group 2 - 159.60 acres
Group 3 - 174.23 acres
Group 4 - 199.99 acres
Group 5 - 136.87 acres
Group 6 - 104.70 acres
Group 7 - 69.00 acres
Group 8 - 70.60 acres
Group 9 - 143.96 acres
Group 10 - 127.18 acres

The bid included the following categories:

Group 1:
Class A with 29 cycles of mowing every 7 days - High visibility areas such as Gateway Plaza, Buddy Holly Plaza, and Patterson Library
Class B with 25 cycles of mowing every 7 days – Civic Center and Mackenzie Ball Fields

Group 2:
Class A with 29 cycles of mowing every 7 days – High visibility areas mainly medians
Class B with 25 cycles of mowing every 7 days - Park properties, swimming pools, and ball fields

Group 3:
Class A with 29 cycles of mowing every 7 days – High visibility areas mainly medians
Class B with 25 cycles of mowing every 7 days - Park properties, Tennis Center, and ball fields

Group 4
Class B with 25 cycles of mowing every 7 days - Park properties and ball fields

Group 5
Class C with 17 cycles of mowing every 10 days – Mackinzie Park and parks park properties under 15 acres

Group 6
Class C with 17 cycles of mowing every 10 days – Small acre parks properties under 20 acres

Group 7
Class C with 17 cycles of mowing every 10 days – Small acre parks properties under 10 acres

Group 8
Class C with 17 cycles of mowing every 10 days – Small acre parks properties under 20 acres

Group 9
Class C with 17 cycles of mowing every 10 days – Larger acre parks properties over 10 acres

Group 10
Class C with 17 cycles of mowing every 10 days – Larger acre parks properties over 10 acres

Staff recommends contract award for Groups 5, 9 and 10 to Ground Effects of Lubbock, Texas for $240,601 and contract award for Groups 1, 3, 4 and 6 to Pevey Lawn & Landscape of Lubbock , Texas for $598,290. Groups 2, 7, and 8 will be re-bid.

These contracts are for a term of one year with the option to renew for four additional one-year terms.

Reject bids for groups 2, 7 and 8 based on specifications that required equipment that the contractors could not supply for all groups.

Fiscal Impact

$1,364,465 is appropriated for this purpose in the Parks and Recreation Operating Budget with $1,258,806 available.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Contract - Pevey Lawn & Landscape, Inc.

Resolution & Contract - Ground Effects

Bid Tabulation

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. 12773 per ITB 16-12694-KK for parks turf maintenance, by and between the City of Lubbock and Pevey Lawn & Landscape, Inc., of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

_____
Justin Pruitt, Assistant City Attorney

ccdocs/RES. Contract 12773 – Pevey Lawn & Landscape – Parks Turf Maintenance
February 24, 2016

Contract 12773

City of Lubbock, TX
Contract for Services
Parks Turf Maintenance

THIS CONTRACT made and entered into this **24th** day of **March, 2016**, by and between the City of Lubbock ("City"), and **Pevey Lawn & Landscape, Inc.**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for parks turf maintenance 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 parks turf maintenance.

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, parks turf maintenance and more specifically referred to as Groups 1, 3-4 and 6 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 contract shall begin upon City Council date of formal approval and shall be executed in accordance with the specifications attached hereto. The contract shall be for a term of one (1) year, with the option of four (4), one (1) year extensions, said date of term beginning upon formal approval. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.

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

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

6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

TYPE	AMOUNT
General Liability	500,000
Commercial General Liability	
General Aggregate	
Personal & Adv Injury	
Products-Comp/Op AGG	
Contractual Liability	
Automotive Liability	500,000
Any Auto	
Workers Compensation	Statutory Amounts
Or	
Occupational Medical and Disability	
Employer's Liability	500,000

The City of Lubbock shall be named as additional insured on a primary and non-contributory basis on auto/general liability, with a waiver of subrogation in favor of the City of Lubbock on all coverages. Copies of all endorsements are required.

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

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

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

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

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

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City,

Contractor shall refund the City the full amount of such overpayments within thirty 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

10. 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 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 on 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 16-12694-KK, 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:

Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

Justin Pruitt, Assistant City Attorney

CONTRACTOR

BY Rick Revey
Authorized Representative

Rick Revey
Print Name

Po Box 116036
Address

Lubbock TX 79490
City, State, Zip Code

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BID FORM

Parks Turf Maintenance
City of Lubbock, TX
ITB 16-12694-KK

In compliance with the **Invitation to Bid 16-12694-KK**, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid 16-12694-KK is by reference incorporated in this contract. The Bid Form **must be completed** in blue or black **ink** or by typewriter.

GROUP 1
CLASS A PARKS AND PROPERTIES:

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE/ MOWABLE ACREAGE	ANNUAL MAINT CYCLES APPROX	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
1	GATEWAY PLAZA	BROADWAY & AVE Q (NE CORNER)	1.2	29	EA	$ 175	5075
2.	BUDDY HOLLY PLAZA	19TH & CRICKETS AVE	1 17	29	EA	175	5075
3	PATTERSON LIBRARY	1836 PARKWAY DR	5.0	29	EA	375	10875
4	BROADWAY MEDIANS	BROADWAY & Q AND BROADWAY & MLK	0.25	29	EA	150	4350
5	MACKENZIE PARK AMPHITHETER	423 EAST BROADWAY	5 33	29	EA	375	10875

GROUP 1
CLASS B PARKS AND PROPERTIES:

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE/ MOWABLE ACREAGE	ANNUAL MAINT CYCLES APPROX	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
6	MACKENZIE N CONNIE MACK AND FIELD #5 (INCLUDING IN BETWEEN FIELDS)	MUNICIPAL DR & PARK RD 18	10.12	25	EA	475	11875
7	MACKENZIE N CRICKET FIELD AND S KICKBALL FIELD (INCLUDING IN BETWEEN FIELDS)	MUNICIPAL DR & PARK RD 18	10 6	25	EA	475	11875
8	MACKENZIE N SOFTBALL FIELDS # 6 & 7 (INCLUDING IN BETWEEN FIELDS)	MUNICIPAL DR & PARK RD 18	10 55	25	EA	475	11875
9	PARKS OFFICE	1611 10TH	1 0	25	EA	150	3750

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BID FORM

GROUP 1 CLASS B PARKS AND PROPERTIES (CONT):							
10	ATZLAN	1ST & AVE K	25	25	EA	875	21875
11	AVE X TRIANGLE	16TH & AVE X	0.4	25	EA	150	3750
12	CIVIC CENTER/ MAHON LIBRARY & MUNICIPAL SQ PARKING LOT	9TH & AVE P	32 11	25	EA	999	24975
13	CIVIC CENTER/ AVENUE O MEDIAN AND OLD WALK OF FAME	AVE O, 6TH TO 10TH	2 5	25	EA	225	5625
14	CIVIC CENTER/ SOUTH PARKING LOT	9TH & AVE K	1 93	25	EA	225	5625
15	CIVIC CENTER/ 9TH ST AND AVE K TRIANGLE AND EAST PARKING LOT	9TH & AVE K	1 72	25	EA	225	5625
GROUP 1 CLASS A & B APPROX ACREAGE			108 88				
GROUP 1: CLASS A & B TOTAL COST (ITEMS 1-15)						$	143,100 00

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BID FORM

GROUP 3
CLASS A PARKS AND PROPERTIES:

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE/ MOWABLE ACREAGE	ANNUAL MAINT CYCLES APPROX	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
24	MLK AVENUE MEDIANS	MLK, 1900-2400 BLOCK	0 72	29	EA	$ 175	5075
25	INDIANA MEDIANS	INDIANA, (19TH–34TH)	1 81	29	EA	225	6525
26	UNIVERSITY MEDIANS	UNIVERSITY (20TH TO 34TH)	3.26	29	EA	300	8700
27	UNIVERSITY MEDIANS	UNIVERSITY (34TH TO 49TH)	0 76	29	EA	175	5075
28	UNIVERSITY CORNER	19TH & UNIVERSITY	0 72	29	EA	175	5075
29	98th STREET MEDIANS	SOUTH SIDE OF ROAD FROM ALBANY TO DOVER ST & GENOA TO IOLA AVE	4 15	29	EA	325	9425

GROUP 3
CLASS B PARKS AND PROPERTIES:

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE/ MOWABLE ACREAGE	ANNUAL MAINT CYCLES APPROX	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
30	LEGACY PLAY VILLAGE	MARSHA SHARP FREEWAY & MILWAUKEE AVE	1 0	25	EA	175	4375
31	MCALLISTER BASEBALL FIELDS	56TH & FRANKFORD	5 44	25	EA	375	9375
32	CAVAZOS BASEBALL FIELDS	MARSHA SHARP FREEWAY & SPUR 327	12 43	25	EA	525	13125
33	TECH TERRACE	23RD & FLINT	18 0	25	EA	650	16250
34	TENNIS CENTER	66TH & GARY	11 96	25	EA	525	13125
35	DAVIS	40TH & NASHVILLE	8 2	25	EA	500	12500
36	MAXEY (INCLUDING ROTARY BAGGING OF SWIMMING POOL)	30TH AND NASHVILLE	47 68	25	EA	1200	30000
37	YOUTH SPORTS COMPLEX (DEVELOPED)	6204 125TH	58 1	25	EA	1325	33125
GROUP 3 CLASS A & B APPROX ACREAGE			174.23				
GROUP 3: CLASS A & B TOTAL COST (ITEMS 24-37)						$	171,750

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BID FORM

GROUP 4
CLASS B PARKS AND PROPERTIES:

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE/ MOWABLE ACREAGE	ANNUAL MAINT CYCLES APPROX	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
38	CLAPP (INCLUDING ROTARY BAGGING OF SWIMMING POOL)	46TH & AVE U	90 31	25	EA	$ 1875	46875
39	TRINITY BASEBALL	40TH & UNIVERSITY	2 65	25	EA	275	6875
40	STUBBS & SOFTBALL FIELDS	36TH & AVE N	8 0	25	EA	425	10625
41	HOOD & SOFTBALL FIELDS	23RD & AVE Q	9 45	25	EA	475	11875
42	LEWIS & LITTLE LEAGUE FIELDS	54TH & AVE J	8 4	25	EA	450	11250
43	McCRUMMEN	19TH & AVE T	2 60	25	EA	275	6875
44	MLK LITTLE LEAGUE COMPLEX	E 19TH & ASPEN AVE	7 5	25	EA	425	10625
45	RAWLINGS	40TH & AVE B	1 9	25	EA	225	5625
46	RIBBLE	62ND & TEMPLE	15 18	25	EA	525	13125
47	SIMMONS (INCLUDING SWIMMING POOL)	E 23RD & OAK	54	25	EA	1325	33125
GROUP 4 CLASS B APPROX ACREAGE			199 99				
GROUP 4 CLASS B TOTAL COST (ITEMS 38-47)						$	156,875 00

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BID FORM

GROUP 5
CLASS C PARKS AND PROPERTIES:

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE/ MOWABLE ACREAGE	ANNUAL MAINT CYCLES APPROX	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
~~48~~	~~MACKENZIE /MACKENZIE~~ CORRIDOR	~~291 L 37~~	~~112.66~~	~~17~~	~~EA~~	~~$~~ 3500	~~59,500.00~~
~~49~~	~~N AVE Q STRIP~~	~~N AVE Q DR~~	~~0.16~~	~~17~~	~~EA~~	~~175~~	~~2975~~
~~50~~	~~GUADALUPE~~ ENTRANCE	~~1ST & AVE J~~	~~0.35~~	~~17~~	~~EA~~	~~175~~	~~2975~~
~~51~~	~~GUADALUPE~~	~~2ND & AVE P~~	~~3.2~~	~~17~~	~~EA~~	~~300~~	~~5100~~
~~52~~	~~WOODS~~	~~ERSKINE & ZENITH~~	~~11.8~~	~~17~~	~~EA~~	~~195~~	~~8415~~
~~53~~	~~GUADALUPE STRIP~~	~~N AVE P & BNB~~	~~3.5~~	~~17~~	~~EA~~	~~300~~	~~5100~~
~~54~~	~~CANYON RIM~~	~~BATES & AVE K~~	3.4	17	~~EA~~	~~300~~	~~5100~~
~~55~~	~~PALLOTINE~~	~~N AVE L & 1ST~~	~~1.5~~	~~17~~	~~EA~~	~~175~~	~~2975~~
~~GROUP 5 CLASS C APPROX ACREAGE~~			~~136.07~~				
~~GROUP 5 CLASS C TOTAL COST (ITEMS 48-55)~~						$	82,140.00

GROUP 6
CLASS C PARKS AND PROPERTIES:

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE/ MOWABLE ACREAGE	ANNUAL MAINT CYCLES APPROX	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
56	CARTER	N GLOBE & N LOOP 289	3.7	17	EA	$ 300	5100
57	SIMS	MARLBORO & KING	5.4	17	EA	395	6715
58	REAGAN	COLGATE ST & OLIVE AVE	4.48	17	EA	375	6375
59	HOLLINS	1ST & VERNON	4.3	17	EA	375	6375
60	DAVIES	N AVE N & CLEMSON	6.0	17	EA	400	6800
61	SEDBERRY	E 10TH & GUAVA	5.0	17	EA	375	6375
62	BUTLER	E 4TH & ZENITH	6.0	17	EA	400	6800
63	OVERTON	14TH & AVE U	2.0	17	EA	200	3400
64	ROY FURR PIONEER	6TH & AVE T	4.2	17	EA	375	6375
65	CARLISLE CEMETERY	7308 19TH	1.1	17	EA	175	2975

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BID FORM

GROUP 6 CLASS C PARKS AND PROPERTIES (CONT)							
66	SMITH	15TH & CHICAGO	4 3	17	EA	375	6375
67	LOPEZ	AUBURN & CHICAGO	8.53	17	EA	525	8925
68	COOKE	18TH & KIRBY	7 25	17	EA	500	8500
69	WHISPERWOOD	4TH & WHISPER WOOD	5 0	17	EA	400	6800
70	BUDDY HOLLY REC AREA	N UNIVERSITY & CANYON LAKE RD	8 06	17	EA	500	8500
71	FIESTA PLAZA	911 N UNIVERSITY	17 35	17	EA	625	10625
72	MAEDGEN	1ST & BOSTON	4 51	17	EA	375	6375
73	DETROIT AVE STRIP	CLOVIS HWY TO 2ND PLACE	1 7	17	EA	200	3400
74	RCA (DEVELOPED)	15TH & INLER	3 12	17	EA	300	5100
75	OLD ANIMAL SHELTER	401 N ASH	2 7	17	EA	275	4675
GROUP 6 CLASS C APPROX ACREAGE			104 70				
GROUP 6 CLASS C TOTAL COST (ITEMS 56-75)						$	126,905.00

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GENERAL CONDITIONS OF THE AGREEMENT

City of Lubbock, TX
ITB 16-12694-KK
Parks Turf Maintenance
Specifications

1. DEFINITIONS
   - 1.1 Agent - An employee of the Division of Community Services, City of Lubbock, who is appointed by the City to monitor the Work and actions of the Contractor.
   - 1.2 Call Back – Contact with the Contractor by Agent notifying Contractor of Unfinished Work.
   - 1.3 Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Project
   - 1.4 City - The City of Lubbock, Texas, municipal corporation in Lubbock County, Texas.
   - 1.5 Classification (Class) - The organization of sites according to service frequencies.
   - 1.6 Contract Time - The number of allowable days to complete the contract
   - 1.7 Cycle - The complete service of all sites in a Class at one time.
   - 1.8 Designated Superintendent - The superintendent shall represent the Contractor in its absence and all directions given to superintendent shall be binding as if given to the Contractor.
   - 1.9 Drought Contingency Plan –Any enactment by the City of Lubbock requiring that the irrigation of any property owned or subject to control by the City of Lubbock that is also subject to the work contemplated under this Contract be reduced or otherwise restricted.
   - 1.10 Duration of the Project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.
   - 1.11 Extra Work - work over and above that is called for in the contract.
   - 1.12 Mayor - The duly appointed official of the City of Lubbock, Texas, who is empowered by the City Charter to enter into a contract in behalf of the City.
   - 1.13 Notice to Proceed - Written notice to the Contractor issued and signed by the authorized Agent stating the date on which the Contractor should proceed with Work as stated in the contract.
   - 1.14 Payment Bond and Performance Bond – Payment, Performance and Maintenance Bond is the approved form of security furnished by the Contractor and his Surety.
   - 1.15 Review Committee - A committee chosen by the City staff, to analyze and recommend to City Council the best Contractor(s) to perform the tasks governed by the contract.
   - 1.16 Specifications - The directions, provisions, and requirements pertaining to the method and manner of performing the Work or to the quality of the materials and equipment to be furnished under the contract.
   - 1.17 Surety – The corporations, partnership or individual, duly authorized and admitted to do business in Texas and licensed by the State of Texas to issue surety bonds, who is bound with and for the Contractor to assume legal liability for the faithful performance of the contract.
   - 1.18 Unfinished Work – Any initial Work pertaining to the mowing contract not satisfactorily completed. Twenty-four (24) hours will be given to complete any Call Backs.
   - 1.19 Unit – A single maintenance site.
   - 1.20 Unit Price - Payment to the Contractor based on a Unit or portion of the Work performed.
   - 1.21 The Vendor Performance Form- The vendor performance from provides the Purchasing and Contract department with a comprehensive tool for evaluating vendor performance to

reduce risk in the contract award process. The VP tracks exceptional, satisfactory and unsatisfactory vendor performance.

1.22 Work - All Work, including the furnishing of staff, equipment, materials, and other incidentals necessary for the performance of the contract.

2. OWNER
Whenever the word Owner, or First Party, are used in this contract, it shall be understood as referring to the City of Lubbock, Texas.
3. CONTRACTOR
4. The individual, firm, partnership, joint venture, or corporation contracting with the City to perform Work.
5. OWNER'S REPRESENTATIVE
Whenever the word Owner's Representative or representative is used in this contract, it shall be understood as referring to, City of Lubbock, or its representative, Owner's Representative so designated who will inspect turf maintenance; or to such other representatives, supervisors, or inspectors as may be authorized by said Owner to act in any particular under this agreement. Agent(s), supervisors or inspectors will act for the Owner under the direction of Owner's Representative, but shall not directly supervise the Contractor or persons acting on behalf of the Contractor. All questions, notices, or documentation arising under this agreement shall be addressed to the Owner's Representative.
6. CONTRACT DOCUMENTS
The contract's documents shall consist of Notice to bidders; General Instructions to Bidders; Bid Submittal; Certificate of Insurance; Contract; General Conditions of the Agreement; Specifications; Turf Maintenance Groups; Proposed Equipment for Contract Turf Maintenance; Payment Request for Turf Maintenance; Written Hazardous Communication Program., and all other documents made available to Bidder for inspection in accordance with the Notice to Bidders. The above described materials are sometimes referred to herein as the "contract" or "contract documents". These form the agreement whereby the Contractor shall furnish all labor, equipment, tools, materials, and perform all Work necessary to satisfactorily accomplish the proposed plan.
7. INTERPRETATION OF PHRASES
Whenever the words "Directed," "Permitted," "Designated," "Required," "Considered Necessary," "Prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the Owner's Representative is intended; and similarly, the words "Approved," "Acceptable," "Satisfactory," or words of like import shall mean approved by or acceptable or satisfactory to the Owner's Representative.
8. SUBCONTRACTOR
The term Subcontractor, as employed herein, includes only those having a direct contract with the Contractor for performance of Work on the project contemplated by these contract documents. Owner shall have no responsibility to any Subcontractor employed by Contractor for performance of Work on the project contemplated by these contract documents, but said Subcontractors will look exclusively to Contractor for any payments due Subcontractor.
The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Owner's Representative or Agent(s). The Owner's permission to sublet any contract shall not be construed as making the Owner a party of such subcontract. No subcontractor shall release the Contractor of its surety or its liability and obligation to fulfill all transactions made under the contract.
9. WRITTEN NOTICE
Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent certified mail to the last business address known to the party who gives the notice.
10. CONTRACTOR'S RESPONSIBILITIES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, power, fuel, transportation and all other facilities necessary for the execution and completion of the Work covered by the contract documents. Unless otherwise specified, all materials shall be and both workmanship and materials shall be of a good quality. All equipment shall meet all applicable Federal, State and Local laws and regulations. The Contractors equipment is at all times during the term of this Contract subject to inspection and approval of the Owner's Representative or Agent(s). At a minimum, the types of equipment for each mowing Group one through Group ten shall be two 60 inch zero turn finishing trim mowers and one 12 foot pull-behind rotary flex finishing type mower or commercial rotary shredding mower. The equipment shall conform to the type(s) of approved for each maintenance class. Rotary mowers shall be full flotation and trim mowers shall have anti-scalping features. All manufacturers' safety features must be operational, in good repair and in proper positions during operation. All equipment shall be professional grounds maintenance quality and in good condition throughout the course of the contract. If the Owner's Representative or Agent(s) deems the equipment faulty or if the equipment is damaging the turf in anyway, the Contractor shall immediately cease the use of said equipment and remove the equipment from the premises. The Contractor shall be responsible for grounds maintenance progress to continue as per the mowing schedules outlined in the attached Specifications.

Respective bidders shall submit attached Contractor's Equipment Schedule, Index #10 for their proposed equipment. All Work shall be done and all materials furnished in strict conformity with the contract documents.

11. CITIZEN CONTACT

While the Contractor is authorized to perform Work on the Owner's property, Contractor does not have exclusive use of the property, and must respect the activities of park patrons present during the Work on the Owner's property. The Contractor shall take all precautions necessary to ensure that adjacent property owners are not disturbed by any Work performed by the Contractor. Should a Contractor's worker be contacted by a citizen visiting the property the worker is maintaining, assistance shall be given to the citizen to the extent the assistance is related to the Work being performed. The Owner shall provide a list of the Owner's representatives and phone numbers for various City functions. The Contractor shall provide employees with this information and ensure that this information is available at each job site. Employees of the Contractor shall at all times be dressed in attire that clearly identifies that employee's name and the employee's affiliation with the Contractor. Employees of the Contractor should refer any citizen inquiries to the Owner representative(s).

12. SUBSTANTIALLY COMPLETED

The term "Substantially Completed" is meant that the Work contemplated by the contract documents has been performed in sufficient portion so that use or occupancy or the area is in a condition to serve its intended purpose, but to such an extent that minor miscellaneous Work may be still required.

13. CLEAN-UP

As specified in the Maintenance Standards Specifications, all Work shall be cleaned up and waste materials removed from the site. No equipment shall be left at neighborhood parks or any of the Owner's owned property site and all material removed from the job shall be at the Contractor's expense. If equipment, materials, or waste are not removed from the site, written notification from the Agent shall be delivered to the Contractor. The Contractor shall have twenty four (24) hours to remove the equipment, materials, or waste in question. If the equipment, materials, or waste in question is not removed in the twenty four (24) hour period, the Owner shall remove said equipment, material, or waste, and the Contractor shall be charged for the expense. Payment to the City for said expenses shall be deducted from the Contractor's payment. If such conditions continue, the contract may be terminated due to breach of contract.

14. MOWING SCHEDULES

Except as specifically provided herein, the Contractor shall be responsible for scheduling all Work and shall accomplish this Work in a manner acceptable to the Owner's Representative or Agent(s).

The Owner's Representative or Agent(s) will check the Contractor's schedule(s) of all mowing Work done by the Contractor but this check does not relieve the Contractor of the responsibility of correctly scheduling all Work in accordance with the Specifications.

15. LITTER

The Owner will be responsible for litter control for Group 1 thru Group 11 during regular business hours. The Contractor will be responsible for litter and debris if Work is required after regular business hours, on holidays, or on weekends. The Contractor understands and acknowledges that litter or debris may accumulate prior to mowing with no fault to either party. **The Contractor shall not mow over trash or debris.** The Contractor shall instruct mower operators to inspect sites carefully for and to avoid creating, dangerous or unsightly conditions and dispose of debris in park dumpsters.

16. RIGHT OF ENTRY

The Owner's Representative or Agent(s) shall make periodic visits to the site to observe the progress or quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the contract documents. The Owner's Representative or Agent(s) shall make onsite inspections to check the quality or quantity of the Work. The Owner's Representative or Agent(s) will not be responsible for the working means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. Notwithstanding the Owner's Representative's rights of entry hereunder, the Owner's Representative will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents.

17. IDENTIFICATION AND CHARACTER

Contractor's vehicles shall be marked with the Contractor's company name, on both sides and in lettering that is a minimum of two inches tall and of an easily read typeface. In lieu of lettering, Contractors may submit easily recognizable Company Logos for approval by the Parks Department. All employees of the Contractor shall have a name badge and company logo for identification; either clip-on or incorporated with a uniform. This identification shall be worn at all times that the employee is at the job site. The Contractor shall provide uniforms of a different color than the Owner's employee uniforms. Uniforms may not be torn or ragged and shall present a professional appearance. Additionally, the Contractor will at all times require employees to remain fully dressed and will not allow employees to wear unbuttoned clothing while on the Owner's property. Contractor's employees shall not display any print or logo on their vehicles or clothing that purports them as employees of Owner, nor shall Contractor's employees in any way hold themselves out to be employees of the Owner.

18. OWNER'S REPRESENTATIVE'S AND AGENT(S) AUTHORITY AND DUTY

Unless otherwise specified, it is mutually agreed between the parties to this Agreement that the Owner's Representative or Agent(s) has the authority to review all Work included herein. The Owner's Representative or Agent(s) has the authority to stop the Work whenever such stoppage may be necessary to ensure the proper execution of the contract. The Owner's Representative or Agent(s) shall, determine the amounts and quantities of the mowing Units which are to be paid for under the contract documents, and shall determine all questions in relation to said Work and the completion of Work thereof, and shall, decide every question which may arise relative to the execution of this contract on the part of said Contractor. The decision of the Owner's Representative shall be conclusive in the absence of written objection to same delivered to Owner's Representative within ten (10) calendar days of any decision or direction by Owner's Representative. In the absence of timely written objection by Contractor, as provided herein, any and all objection or objections shall be deemed waived.

19. SUPERINTENDENCE AND INSPECTION

It is agreed by the Contractor that the Owner's Representative shall be and is hereby authorized to appoint Agent(s) as the said Owner's Representative may deem proper to inspect the Work done under this Agreement, and to see that said Work is done in accordance with the Specifications therefore. The Contractor shall furnish all reasonable aid and assistance required by the Agent(s) for the proper inspection and examination of the work. The Contractor shall regard and obey the directions and instructions of any Agent(s) so appointed, when such directions and instructions are

consistent with the obligations of this Agreement and accompanying plans and Specifications provided, however, should the Contractor object to any orders by any Agent(s), the Contractor may within ten (10) calendar days make written appeal to the Owner's Representative for its decision. In the absence of timely written objection by Contractor, as provided herein, any and all objection or objections shall be deemed waived.

20. CONTRACTOR'S DUTY AND SUPERINTENDENCE

The Contractor shall give personal attention to the faithful prosecution and completion of this contract and shall keep on the Work, during its progress, a competent Designated Superintendent/Foreman and any necessary assistants, all satisfactory to Owner's Representative or Agent(s). The Designated Superintendent/Foreman shall represent the Contractor in its absence and all directions given to the Designated Superintendent/Foreman shall be binding as if given to the Contractor. It is expressly agreed that adequate supervision by competent and reasonable representatives of the Contractor is essential to the proper performance of the Work and lack of such supervision shall be grounds for suspending operations of the Contractor.

The Work, from its commencement to completion, shall be under the exclusive charge and control of the Contractor and all risk in connection therewith shall be borne by the Contractor.

Neither the Owner, nor its Representatives or Agent(s) shall be responsible for the acts or omissions of the Contractor, or any subcontractors, or any of Contractor's Agents or employees, or any other persons performing any of the Work.

21. CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has, by careful examination, satisfied itself as to the nature and location of the Work, the confirmation of the ground, the character, quality and quantity of materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, and the general and local conditions, and all other matters which in any way affect the Work under the contract documents. No oral agreement or conversation with any officer, agent, or employee of the Owner, or Owner's Representative either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained. Subject to the rights of Owner as set forth in Item #26-*Changes and Alterations* hereof, all modifications and/or amendments to the contract documents, shall be in writing, and executed by Owner's Representative and Contractor.

Unless otherwise specified herein, all loss, expense or damage to Contractor arising out of the nature of the Work to be done, or from the action of the elements, or from any unforeseen circumstance and the prosecution of the Work, shall be sustained and borne by the Contractor at its own cost and expense.

22. LABOR, EQUIPMENT, MATERIALS

The Contractor agrees to employ only orderly and competent workers, skillful in the performance in the type of Work required under this contract, to do the Work; and agrees that whenever the Owner's Representative shall inform Contractor in writing that any man or men on the Work, are, in Owner's Representative's or agent(s) sole opinion, incompetent, unfaithful, disorderly, or otherwise unacceptable to Owner, Owner's Representative, or agent(s) such man or men shall be discharged from the Work and shall not again be employed on the Work. Should the Contractor continue to employ such individual(s) to continue Work under this contract, the Owner reserves the right to withhold payment and/or nullify the contract.

The Contractor shall provide all labor, tools, equipment, machinery and materials necessary in the prosecution and completion of this contract where it is not otherwise specifically provided that Owner shall furnish same, and it is also understood that Owner shall not be held responsible for the care, preservation, conservation, or protection of any materials, tools, equipment or machinery or any part of the Work until it is finally completed and accepted.

23. PROPERTY AND BOUNDARY

Parks & Owner Facilities; When the property to be maintained is bound by a street, the scope of maintenance will extend into roadway a minimum of six (6) inches from lip of street gutter, if the boundary is an alley, maintenance will consist of a minimum of ½ (one-half) of alley, each

maintained on schedule with the remainder of the site. When the area is bound by anything other than a street or alley, the physical property line will serve as the project boundary.
Right-of-way sites; curbed areas with adjacent sidewalks shall be maintained through the sidewalk street-ward to back of curb and ending six (6) inches beyond the lip of gutter. In areas where the linear sidewalk or right-of-way landmarks are interrupted or divided up, the maintenance areas shall remain consistent and uniform from these boundaries street-ward to the curb. Median and traffic islands shall be maintained in their entirety including maintenance street-ward to either side from a point six (6) inches beyond the lip of gutter or to the edge of roadway on non-curbed medians or traffic islands. Non-curbed streets shall be maintained from the roadway to the centerline of the drainage channel. Maintenance at intersections shall include a visibility triangle ten feet wide by thirty feet from either side of the mid-point of the curb's radius.
Aerial maps of the parks and parks properties are available for viewing highlighting the boundaries. Copies can be obtained by request at the pre-bid meeting or by contacting the Parks Department at 775-2687. Contractor should allow a +/- 10% variance in determining overall size. Contractors are encouraged to view these maps as well as conduct a personal site visit. "DISCLAIMER"-CITY OF LUBBOCK: These maps were created using data obtained from various sources, and created exclusively for the internal use of the City of Lubbock. Portions of the information may be incorrect or not current. Any person or entity who relies on any information obtained from these maps does so at their own risk. Neither the City of Lubbock, TX, nor any agency, officer, nor employee of the City of Lubbock, Texas, warrants the accuracy,
Reliability, or timeliness of such information.

THIS PUBLICATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESSFOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE CITY OF LUBBOCK SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RELATED TO THE USE OF THIS PUBLICATION, EVEN IF THE CITY OF LUBBOCK IS ADVISED OF SUCH DAMAGE."

24. TERMINATION OF CONTRACT
This contract shall remain in effect until the expiration date, performance of services ordered, or termination of either party with a thirty (30) day written notice by either party prior to any cancellation. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.
25. DEFECTS AND THEIR REMEDIES
It is expressly agreed that if the Work or any part thereof, or any material brought on the site of the Work for use in the Work or selected for the same, shall be deemed by the Owner or Owner's Representative as unsuitable or not in conformity with plans, Specifications and/or contract documents, the Contractor shall, after receipt of written notice thereof from the Owner's Representative, forthwith remove such material and rebuild or otherwise remedy such Work so that it shall be in full accordance with the contract documents. It is further agreed that any remedial action contemplated as hereinabove set forth shall be at Contractor's expense.
26. CHANGES AND ALTERATIONS
The Contractor further agrees that the Owner may make such changes and alterations as the Owner may see fit for the Work herein contemplated, or any part thereof, either before, during, or after the beginning of the mowing Cycles, without affecting the validity of this contract.
If such changes or alterations diminish the quantity of the Work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the Work that may be dispensed with. If they increase the amount of Work, and the increased Work can fairly be classified under the Specifications, such increase shall be paid according to the Work actually done and at the Unit Price established for such Work under this contract; otherwise such additional Work shall be paid

for as provided under Extra Work. In case the Owner shall make such changes or alterations as shall make useless any Work already done or material already furnished or used in said Work, then the Owner shall recompense the Contractor for any material or labor so used, and for actual expenses incurred in preparation for the Work as originally planned.

27. EXTRA WORK

The term "Extra Work" as used in this contract shall be understood to mean and include all Work that may be required by the Owner or Owner's Representative to be done by the Contractor to accomplish any change, alteration or addition to the Work as shown on the plans and Specifications or contract documents and not covered by Contractor's bid, except as provided under Changes and Alterations herein.

It is agreed that the Contractor shall perform all Extra Work under the direction of the Owner's Representative when presented with a written work order signed by the Owner's Representative; subject, however, to the right of the Contractor to require written confirmation of such Extra Work order by the Owner. It is also agreed that the compensation to be paid to the Contractor for performing said Extra Work shall be determined by the following methods:

Method (A)	-	By agreed Unit Prices; or
Method (B)	-	By agreed Lump Sum; or
Method (C)	-	If neither Method (A) or Method (B) be agreed upon before the Extra Work is commenced, then the Contractor shall be paid the lesser of the following: (1) actual field cost of the Extra Work, plus fifteen (15%) percent; or (2) the amount that would have been charged by a reasonable and prudent Contractor as a reasonable and necessary cost for performance of the Extra Work.

In the event said Extra Work be performed and paid for under Method (C)(1), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost of all workers, such as foremen, timekeepers, mechanics and laborers, materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred, together with all expenses incurred directly on account of such Extra Work, including Social Security, Old Age Benefits, Maintenance Bonds, Public Liability and Property Damage and Workers' Compensation and all other insurances as may be required by law or ordinances or directed by the Owner or Owner's Representative, or by them agreed to. Owner's Representative may direct the form in which accounts of the actual field cost shall be kept and records of these accounts shall be made available to the Owner's Representative. The Owner's Representative may also specify in writing, before the Work commences, the method of doing the Work and the type and kind of machinery and equipment to be used; otherwise, these matters shall be determined by the Contractor. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using 100%, unless otherwise specified, of the latest Schedule of Equipment and Ownership Expenses adopted by the Associated General Contractors of America. Where practical, the terms and prices for the use of machinery and equipment shall be incorporated in the written Extra Work order. The fifteen percent (15%) of the actual field cost to be paid to Contractor shall cover and compensate Contractor for its profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the actual field cost as herein defined, save that where the Contractor's Camp or Field Office must be maintained primarily on account of such Extra Work, then the cost to maintain and operate the same shall be included in the "actual field cost."

No claim for Extra Work of any kind will be allowed unless ordered in writing by Owner's Representative. In case any orders or instructions appear to the Contractor to involve Extra Work for which Contractor should receive compensation or an adjustment in the construction time, Contractor shall prior to commencement of such Extra Work, make written request to the Owner's Representative for a written order authorizing such Extra Work. Should a difference of opinion

arise as to what does or does not constitute Extra Work or as to the payment therefore, and the Owner's Representative insists upon its performance, the Contractor shall proceed with the Work after making written request for written order and shall keep adequate and accurate account of the actual field cost thereof, as provided under Method (C) (1). If Contractor does not notify Owner's Representative before the commencement of any Extra Work, any claim for payment due to alleged Extra Work shall be deemed waived.

28. UNAUTHORIZED WORK

All Work and/or materials which do not conform to the contract and Specifications, and Work done contrary to written instructions of the Owner's Representative or Agent(s) shall be done at the expense of the Contractor. The Contractor may be ordered to remove or remedy such Work at its own expense. If Contractor damages adjacent property, the Contractor shall remedy such property at its own expense.

29. DISCREPANCIES AND OMISSIONS

It is further agreed that it is the intent of the contract documents that all Work described in the bid, the Specifications, plans and other contract documents, is to be done for the prices quoted by the Contractor and that such price shall include all appurtenances necessary to complete the Work in accordance with the intent of these contract documents as interpreted by Owner's Representative. **Notices of any discrepancies or omissions in these plans, Specifications, or contract documents, shall be given to the Owners' Representative and a clarification obtained before the bids are received, and if no such notice is received by the Owner's Representative prior to the opening of bids, then it shall be deemed that the Contractor fully understands the Work to be included and has provided sufficient sums in its bid to complete the Work in accordance with these plans and Specifications. If Contractor does not notify Owner's Representative before bidding of any discrepancies or omissions, then it shall be deemed for all purposes that the plans and Specifications are sufficient and adequate for completion of the project. It is further agreed that any request for clarification must be submitted no later than five (5) calendar days prior to the opening of bids.**

30. RIGHT OF OWNER TO MODIFY METHODS AND EQUIPMENT

If at any time the methods or equipment used by the Contractor are found to be inadequate to secure the quality of Work with the rate of progress required under this contract, the Owner, Owner's Representative, or Agent(s) may order the Contractor verbally or in writing to increase their safety or improve their character and efficiency and the Contractor shall comply with such order.

If, at any time, the working force of the Contractor is inadequate for securing the progress herein specified, the Contractor shall, if so ordered verbally or in writing, increase its force or equipment, or both, to such an extent as to give reasonable assurance of compliance with the schedule of progress.

31. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC AND GENERAL INDEMNITY

The Contractor shall take out and procure a policy or policies of Workers' Compensation Insurance with an insurance company licensed to transact business in the State of Texas, which policy shall comply with the Workers' Compensation laws of the State of Texas. The Contractor shall at all times exercise reasonable precaution for the safety of employees and others on or near the Work and shall comply with all applicable provisions of federal, state and municipal laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of Associated General Contractors of America, except where incompatible with federal, state or municipal laws or regulations. The Contractor, its sureties and insurance carriers shall defend, indemnify and hold harmless the Owner and all of its officers, agents and employees against any all losses, costs, damages, expenses, liabilities, claims and/or causes of action, whether known or unknown, fixed, actual, accrued or contingent, liquidated or un-liquidated, including, but not limited to, attorneys' fees and expenses, in connection with, incident to, related to, or arising out of, the Contractor's or any subcontractor's, agent's or employee's, in any manner whatsoever, omission, execution and/or supervision of this contract, and the project which is the subject matter of this contract.

The safety precautions taken shall be the sole responsibility of the Contractor, in its sole discretion as an Independent Contractor; inclusion of this paragraph in the Agreement, as well as any notice which may be given by the Owners or the Owner's Representative concerning omissions under this paragraph as the Work progresses, are intended as reminders to the Contractor of its duty and shall not be construed as any assumption of duty to supervise safety precautions by either the Contractor or any of its subcontractors.

32. CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract until he has obtained all insurance as required in the General Conditions of the contract documents, from an underwriter authorized to do business in the State of Texas and satisfactory to the City. Proof of coverage shall be furnished to the City and written notice of cancellation or any material change shall be provided ten (10) calendar days in advance of cancellation or change. All policies of insurance, required herein, including policies of insurance required to be provided by Contractor and its subcontractors, shall contain a waiver of any and all of the insurer's or payor's, in the event of self-insurance, rights to subrogation that any such insurer or payor, in the event of self-insurance, may acquire by virtue of payment of any loss under such insurance or self-insurance. All certificates of insurance submitted to the City in conformity with the provisions hereof shall establish such waiver.

The Contractor shall procure and carry at its sole cost and expense through the life of this contract, insurance protection as hereinafter specified. Coverage in excess of that specified herein also shall be acceptable. Such insurance shall be carried with an insurance company authorized to transact business in the State of Texas and shall cover all operations in connection with this contract, whether performed by the Contractor or a subcontractor, or separate policies shall be provided covering the operation of each subcontractor. A certificate of insurance specifying each and all coverage's shall be submitted prior to contract execution.

PROOF OF COVERAGE SHALL BE FURNISHED TO THE CITY OF LUBBOCK IN THE FORM OF A CERTIFICATE OF INSURANCE. THE INSURANCE CERTIFICATES FURNISHED SHALL NAME THE CITY OF LUBBOCK AS ADDITIONAL INSURED ON AUTO/GENERAL LIABILITY ON A PRIMARY AND NON-CONTRIBUTORY BASIS TO INCLUDE PRODUCTS OF COMPLETE OPERATIONS. PROVIDE A WAIVER OF SUBROGATION IN FAVOR OF THE CITY OF LUBBOCK, OR IN THE ALTERNATIVE, SHALL BE ACCOMPANIED BY A STATEMENT FROM THE CONTRACTOR TO THE EFFECT THAT NO WORK ON THIS PARTICULAR PROJECT SHALL BE SUBCONTRACTED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE TO THE OWNER ALL PROOF OF COVERAGE INSURANCE DOCUMENTS INCLUDING WORKERS COMPENSATION COVERAGE FOR EACH SUBCONTRACTOR. COPIES OF THE ENDORSEMENTS ARE REQUIRED.

A. Commercial General Liability Insurance
(Primary Additional Insured and Waiver of Subrogation required)

The contractor shall have Comprehensive General Liability Insurance with limits of **$500,000** Combined Single Limit in the aggregate and per occurrence to include:

Products –Comp/Op AGG
Personal & Adv. Injury
Contractual Liability

B. Owner's and Contractor's Protective Liability Insurance. – **NOT REQUIRED**

C. Comprehensive Automobile Liability Insurance (Waiver of Subrogation Required)

The Contractor shall have Comprehensive Automobile Liability Insurance with limits of not less than; Bodily Injury/Property Damage, **$500,000** Combined Single Limit, Any Auto.

D. Builder's Risk Insurance/Installation Floater Insurance - **NOT REQUIRED.**

E. Umbrella Liability Insurance - **NOT REQUIRED.**

F. Worker's Compensation or Occupational Medical and Disability (Waiver of Subrogation required)

Worker's Compensation Insurance covering all employees whether employed by the Contractor or any Subcontractor on the job in the Statutory Amounts.

G. The City of Lubbock shall be named as additional insured on Auto/General Liability on a primary & non-contributory basis, with a waiver of subrogation in favor of the City of Lubbock on all coverages.

1. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in Section 406.096, Texas Labor Code) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

3. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the

coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

5. The Contractor shall obtain from each person providing services on the project, and provide to the governmental entity:

   (a) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity shall have on file certificates of coverage showing coverage for all persons providing services on the project; and

   (b) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

7. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9. The Contractor shall contractually require each person with whom it contracts to provide services on the project, to:

   (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

   (b) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

   (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

   (d) obtain from each other person with whom it contracts, and provide to the Contractor:

      (1) a certificate of coverage, prior to the other person beginning work on the project; and

(2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(e) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(f) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(g) contractually require each person with whom it contracts to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who shall provide services on the project shall be covered by worker's compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

G. Proof of Coverage

Before work on this contract is commenced, each Contractor and subcontractor shall submit to the Owner for approval five Certificates of Insurance covering each insurance policy carried and offered as evidence of compliance with the above insurance requirements, signed by an authorized representative of the insurance company setting forth:

(1) The name and address of the insured.

(2) The location of the operations to which the insurance applies.

(3) The name of the policy and type or types of insurance in force thereunder on the date borne by such certificate.

(4) The expiration date of the policy and the limit or limits of liability thereunder on the date borne by such certificate.

(5) A provision that the policy may be canceled only by mailing written notice to the named insured at the address shown in the bid specifications.

(6) A provision that written notice shall be given to the City ten days prior to any change in or cancellation of the policies shown on the certificate.

(7) The certificate or certificates shall be on the form (or identical copies thereof) contained in the job specifications. No substitute of nor amendment thereto will be acceptable.

(8) If policy limits are paid, new policy must be secured for new coverage to complete project.

(9) A Contractor shall:

(a) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filling of any coverage agreements;

(b) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;

(c) provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project;

(d) obtain from each person providing services on a project, and provide to the governmental entity:

(i) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(ii) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(e) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(f) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;

(g) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Texas Worker's Compensation Act or other commission rules. This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the commission on the sample notice, without any additional words or changes:

REQUIRED WORKERS' COMPENSATION COVERAGE

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation

or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 800-372-7713 or 512-804-4000 (www.tdi.state.tx.us) to receive information of the legal requirements for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage;" and

(h) contractually require each person with whom it contracts to provide services on a project, to:

(i) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;

(ii) provide a certificate of coverage to the Contractor prior to that person beginning work on the project;

(iii) include in all contracts to provide services on the project the following language:

> **"By signing this contract or providing or causing to be provided a certificate of coverage, the person signing this contract is representing to the governmental entity that all employees of the person signing this contract who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reprinting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.";**

(iv) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(v) obtain from each other person with whom it contracts, and provide to the Contractor:

(1) a certificate of coverage, prior to the other person beginning work on the project; and

(2) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if

the coverage period shown on the current certificate of coverage ends during the duration of the project;

(vi) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(vii) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(viii) contractually require each other person with whom it contracts, to perform as required by paragraphs **(i)-(viii)**, with the certificate of coverage to be provided to the person for whom they are providing services.

33. DISABLED EMPLOYEES

Contractors having more than fifteen (15) employees agree to comply with the Americans with Disabilities Act of 1990, and agree not to discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment.

34. PROTECTION AGAINST CLAIMS OF SUBCONTRACTORS, LABORERS, MATERIALMEN, AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES

Without limiting, in any way, manner or form, the indemnity provided by Contractor in Item #31-*Protection Against Accident to Employee and Public and General Indemnity*, the Contractor agrees that it will indemnify and save the Owner and all of its officers, elected officials, agents, representatives and employees, harmless against any and all claims, liabilities, losses, damages, expenses and causes of action arising out of, in any way, manner or form, the demands of subcontractors, laborers, workers, mechanics, material men and furnishers of machinery and parts thereof, equipment, power tools, and supplies, incurred in the performance of this contract and the project which is the subject matter of this contract. When Owner so desires, the Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

35. PROTECTION AGAINST ROYALTIES OR PATENT INVENTION

The Contractor shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with the Patentee or owner thereof. Without limiting, in any way, manner or form, the indemnity provided by Contractor in Item #31 *Protection Against Accident to Employee and Public and General Indemnity* hereof, the Contractor shall defend all suits or claims for infringement of any patent or copyrights and shall indemnify and save the Owner, and all of its officers, elected officials, agents, representatives and employees harmless from any loss on account thereof, except that Owner shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process or the product of a particular manufacturer or manufacturers is specified or required in these contract documents by Owner; provided, however, if choice of alternate design, device, material or process is allowed to the Contractor, then Contractor shall indemnify and save Owner, and all of its officers, elected officials, agents, representatives and employees harmless from any loss on account thereof. Notwithstanding anything herein to the contrary, if the material or process specified or required by Owner and/or this contract is an infringement, the Contractor shall be responsible for such loss unless it gives written notice of such infringement to the Owner's Representative prior to bidding.

36. LAWS AND ORDINANCES

The Contractor shall at all times observe and comply with all federal, state and local laws, ordinances and regulations, which in any manner affect the contract or the Work, and without limiting, in any way, manner or form, the indemnity provided by Contractor in Item #31 *Protection*

Against Accident to Employee and Public and General Indemnity hereof, Contractor shall indemnify and save harmless the Owner, and all of its officers, elected officials, agents, representatives and employees against any claims arising from the violation of any such laws, ordinances, and regulations, whether by the Contractor, its employees, or subcontractors. If the Contractor observes that the plans and Specifications are at variance therewith, he shall notify the Owner's Representative in writing prior to bidding and any necessary changes shall be adjusted as provided in the contract for changes in the Work. In the absence of timely written notification to Owner's Representative of such variance or variances within said time, any objection and/or assertion that the plans and Specifications are at variance with any federal, state or local laws, ordinances or regulations shall be deemed waived. If the Contractor, its employees or subcontractors perform any Work contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner's Representative, Contractor shall bear all costs arising there from. The Owner is a municipal corporation of the State of Texas and the law from which it derives its powers, insofar as the same regulates the objects for which, or the manner in which, or the conditions under which the Owner may enter into contracts, shall be controlling, and shall be considered as part of this contract to the same effect as though embodied herein.

Prior to any application of chemicals, the Contractor shall request, in writing, for approval from the Owner's Representative or Agent(s). If permission is granted, all applications shall be performed through a Licensed Applicator, licensed by the Texas Structural Pest Control Board or Texas Department of Agriculture. Before applications commence, the Contractor shall furnish the Owner's Representative or Agent(s) a list of proposed areas to be treated and chemicals to be used.

37. ADVERTISING

Contractor shall not advertise or publish, without City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper request for information from an authorized representative or the Federal, State or Local Government.

38. SUBCONTRACTING

The Contractor agrees that it will retain personal control and will give its personal attention to the fulfillment of this contract. The Contractor further agrees that subletting of any portion or feature of the Work, or materials required in the performance of this contract, shall not relieve the Contractor from its full obligations to the Owner, as provided by the contract documents.

39. TIME FOR SUBSTANTIAL COMPLETION

It is hereby understood and mutually agreed by and between the Contractor and the Owner, that the date of beginning and time for completion as specified in the contract documents, of Work to be done hereunder are essential conditions of this contract; and it is further mutually understood and agreed that the Work embraced in this contract shall be commenced as provided in the contract documents. It is expressly understood and agreed, by and between Contractor and the Owner, that the time for the substantial completion of the Work described herein is reasonable time for the completion of the same, taking into consideration the average climatic range and conditions and usual industrial conditions prevailing in this locality. The time will be negotiable and agreed upon by and between the Contractor and the Owner.

IT IS FURTHER AGREED AND UNDERSTOOD BETWEEN THE CONTRACTOR AND OWNER THAT TIME IS OF THE ESSENCE OF THIS CONTRACT.

40. TIME AND ORDER OF COMPLETION

It is the meaning and intent of this contract, unless otherwise herein specifically provided, that the Contractor shall be allowed to prosecute its Work at such time and sessions, in such order of precedence, and in such manner as shall be most conductive to economy of scheduling; provided, however, that the order and time of prosecution shall be such that the Work shall be substantially completed as a whole and in part, in accordance with this contract, the plans and Specifications, and within the time of completion designated in the bid; provided, also, that when the Owner is having other Work done, either by contract or by its own force, the Owner's Representative may direct the time and manner of scheduling Work done under this contract so that conflicts will be avoided and the mowing of the various Works being done for the Owner shall be harmonized. All

required unit work which includes mowing, edging, trim mowing, string trimming, and sweeping shall be 100% complete before commencing to another mowing site.

The Contractor shall submit mowing schedules as requested by the Owner's Representative or Agent(s) five (5) working days prior to the start of every month. A copy shall be mailed, faxed or e-mailed to the Owner's Representative, Agent(s), and any Park Maintenance department dependent upon the mowing schedules. Mowing properties shall be mowed in the order they are listed on the monthly schedule with dates at which the Contractor will start the Units of Work and estimated dates of completion of the Units of Work unless prior notice is given before the start of the working day (6:00 AM).

41. TIME OF PERFORMANCE

The Contractor agrees that it has submitted its bid in full recognition of the time required for the completion of this project, taking into consideration the average climatic range and industrial conditions prevailing in this locality, and has considered the liquidated damage provisions of Item #39 – *Time for Substantial Completion* hereinabove set forth and expressly agrees that it shall not be entitled to, nor will it request, an extension of time on this contract, except when its Work has been delayed by an act or neglect of the Owner, Owner's Representative, employees of the Owner or other Contractors employed by the Owner, or by changes ordered in the Work, or by strike, walkouts, acts of God or the public enemy, fire or flood. Work on weekends and holidays and shall be at the discretion of the Contractor. Should the Contractor find it necessary to Work during this time, written notice of his intention to do so shall be given to the Owner's Representative and Agent(s) at least twenty-four (24) hours prior to doing so. The City reserves the right to deny such Work that interferes with heavy park usage or special events. All Work is schedule driven; therefore, the Contractor's Work force and equipment needs shall vary throughout the contract's time period. The normal Work schedule shall fall within the time frame of Monday through Friday 6:00 a.m. to 5:00 p.m.

A failure by Owner's Representative to affirmatively grant the extension no later than twenty-four (24) hours of written submission by Contractor shall be deemed a denial, and final. Further, in the absence of timely written notification of such delay and request for extension, as provided herein, any request for extension by Contractor shall be deemed waived.

42. HINDRANCE AND DELAYS

In executing the contract, the Contractor agrees that in undertaking to complete the Work within the time herein fixed, Contractor has taken into consideration and made allowances for all hindrances and delays incident to such Work, whether growing out of delays due to unusual and unanticipated circumstances, difficulties or delays in securing material or workers, or any other cause or occurrence. No charge shall be made by the Contractor for hindrance or delays from any cause during the progress of any part of the Work embraced in this contract except where the Work is stopped by order of the Owner, Owner's Representative or Agent(s) for the Owner's convenience, in which event, such expense as in the sole judgment of the Owner's Representative that is caused by such stoppage shall be paid by Owner to Contractor.

43. QUANTITIES AND MEASUREMENTS

No extra or customary measurements of any kind will be allowed, but the actual measured or computed length, area, solid contents, number and weight only shall be considered, unless otherwise specifically provided. In the event this contract is let on a Unit Price basis, then Owner and Contractor agree that this contract, including the Specifications, plans and other contract documents are intended to show clearly all Work to be done and material to be furnished hereunder. Where the estimated quantities are shown, and only when same are expressly stated to be estimates, for the various classes of Work to be done and material to be furnished under this contract, they are approximate and are to be used only as a basis for estimating the probable cost of the Work and for comparing their bids offered for the Work. In the event the amount of Work to be done and materials to be furnished are expressly stated to be estimated, and only when same are expressly stated to be estimated, it is understood and agreed that the actual amount of Work to be done and the materials to be furnished under this contract may differ somewhat from these estimates, and

that where the basis for payment under this contract is the Unit Price method, payment shall be for the actual amount of Work done and materials furnished on the project.

44. PROTECTION OF ADJOINING PROPERTY

The Contractor shall take proper means to protect the adjacent or adjoining property or properties in any way encountered, which may be injured or seriously affected by any process of construction to be undertaken under this agreement, from any damage or injury by reason of said process of construction; and Contractor shall be liable for any and all claims for such damage on account of his failure to fully protect all adjacent property. Without limiting, in any way, manner and form, the indemnity provided by Contractor in Item #31– *Protection Against Accidents to Employees and the Public and General Indemnity* hereof, the Contractor agrees to indemnify, save and hold harmless the Owner, and any of its officers, agents and employees, against any and all claims or damages due to any injury to any adjacent or adjoining property, related to, arising from or growing out of the performance of this contract. The Contractor shall use every precaution necessary to prevent damage to

trees, shrubs, above and below ground structures, utilities and any other form of property. Should damage occur, it is the Contractor's responsibility to report the damage to the Owner's Representative or Agent(s) as soon as possible but not exceeding twenty-four (24) hours from the time damage occurred. If damage occurs as a result of Contractor's actions, the Contractor shall be held responsible to repair or replace the damaged property at its own expense. Time required to repair damaged property shall be expedient and to the approval of the Owner's Representative or Agent(s). If the damage is not repaired in the agreed upon time period, the City may after forty-eight (48) hours' notice from the Owner's Representative, proceed to repair the damage. The Contractor shall be held financially responsible for the repair Work and the cost shall be deducted from the Contractor's payment.

45. PRICE FOR WORK

In consideration of the furnishing of all necessary labor, equipment and material and the completion of all Work by the Contractor, and on the delivery of all materials embraced in this contract in full conformity with the Specifications and stipulations herein contained, the Owner agrees to pay the Contractor the price set forth in the bid proposal attached hereto, which has been made a part of this contract, and the Contractor hereby agrees to receive such price in full for furnishing all materials and all labor required for the aforesaid Work, also, for all expenses incurred by Contractor and for well and truly performing the same and the whole thereof in the manner and according to this agreement, the attached Specifications, plans, contract documents and requirements of Owner's Representative.

46. PAYMENTS

No payments made or certificates given shall be considered as conclusive evidence of the performance of the contract, either wholly or in part, nor shall any certificate or payment be considered as acceptance of defective Work. Contractor shall at any time requested during the progress of the Work furnish the Owner or Owner's Representative with a verifying certificate showing the Contractor's total outstanding indebtedness in connection with the Work. Before final payment is made, Contractor shall satisfy Owner, by affidavit or otherwise, that there are no outstanding liens against Owner's premises by reason of any Work under the contract. Acceptance by Contractor of final payment of the contract price shall constitute a waiver of all claims against Owner, Owner's agents and employees, who have not theretofore been timely filed as provided in this contract. The Contractor shall receive compensation provided for in the contract on a per Cycle basis for each Unit site. In the case of the Grounds Maintenance Contract, payment shall be determined by services rendered. Payment shall be made at the end of each month for services rendered for each completed Unit within a maintenance group. Payment shall be determined by the form included in this package as Index #10 and approved by the Owner's Representative or Agent(s).

47. PAYMENT WITHHELD

In addition to express provisions elsewhere contained in the contract, the Owner or Owner's Representative may withhold from any payment otherwise due the Contractor such amount as

determined necessary to protect the Owner's interest, or, if it so elects, may withhold or retain all or a portion of any progress payment or refund payment on account of

47.1 Unsatisfactory progress of the Work not caused by condition beyond the Contractor's control;
47.2 Defective Work not corrected;
47.3 Contractor's failures to carry out instructions or orders of the City or his (its) representatives;
47.4 A reasonable doubt that the contract can be completed for the balance then unpaid;
47.5 Execution of Work not in accordance with the contract documents;
47.6 Claim filed by or against the Contractor or reasonable evidence indicating probable filing of claims;
47.7 Failure of the Contractor to make payments to subcontractor for material or labor;
47.8 Damage to another Contractor;
47.9 Unsafe working conditions allowed persisting by the Contractor;
47.10 Failure of the Contractor to provide work schedules as required by the City;
47.11 Use of subcontractors without City's approval.

When the above grounds are removed, payment shall be made for amounts withheld because of them, and City shall never be liable for interest on any delayed or late payment.

48. CONTRACTOR DEFAULT OWNER'S RIGHT TO SUSPEND WORK AND ANNUAL CONTRACT

The Work or any portion of the Work under contract shall be suspended immediately on written order of the Owner declaring the Contractor to be in default. The contract may be annulled by the Owner for any good cause or causes, among others of which special reference is made to the following:

48.1 Failure of the Contractor to start Work within ten (10) days from date specified in the written work order issued by the City to begin the work;
48.2 Substantial evidences that the progress of the Work being made by the Contractor is insufficient to complete the Work within the specified working time;
48.3 Failure of the Contractor to provide sufficient and proper equipment, materials or construction forces or properly executing the Work;
48.4 Substantial evidence that the Contractor has abandoned the Work or discontinuance of the performance of the Work or any part thereof and failure to resume performance within a reasonable time after notice to do so;
48.5 Substantial evidences that the Contractor has become insolvent or bankrupt, or otherwise financially unable to carry on the Work;
48.6 Deliberate failure on the part of the Contractor to observe any requirements of these Specifications or to comply with any orders given by the City as provided for in these Specifications;
48.7 Failure of the Contractor to promptly make good any defects in the Work, the correction of which has been directed in writing by the City;
48.8 Substantial evidence of collusion for the purpose of illegally procuring a contract or perpetrating fraud on the City in the construction of Work under contract;
48.9 Repeated violations of safe working procedures;

When the Work is suspended for any of the causes itemized above, or for any other cause or causes, the Contractor shall discontinue the Work or such part thereof as the City designates.

49. FINAL INSPECTION

Final Inspection of the site shall take place by the Owner's Representative or Agent(s) as soon as possible after the completion of the Unit(s). If the project (s) is completed in Cycles, the project

(s) shall be inspected after each Unit(s) by the Agent(s). The Contractor shall be allowed to be present at the examination. If the inspection reveals any defective Work, the Owner's Representative or Agent(s) may require the Call Back Work to be remedied before final acceptance is granted. All said remedies shall be at the expense of the Contractor.

50. SPECIAL EVENTS

The Contractor shall schedule Work to enhance public use and restrict conflict with scheduled events. Special event schedules will be submitted to the Contractor by the Owner's Representative or his Agent(s) to arrange for mowing schedule adjustments as may be required. The Owner's Representative or his Agent(s) will attempt to notify the Contractor forty-eight hours prior to an event that requires mowing schedule adjustments.

51. CLAIM OR DISPUTED WORK

It is further agreed by both parties hereto that all questions of dispute or adjustment presented by the Contractor shall be in writing and filed with the Owner's Representative within seven (7) calendar days after the Owner's Representative has given any direction, order or instruction to which the Contractor desires to take exception. Timely written notice of dispute as provided in this contract of any decision by Owner's Representative or Owner shall be a condition precedent to the bringing and/or assertion of any action or claim by Contractor of any right under this Contract. If the matters set forth in the notice of dispute are not granted or otherwise responded to by Owner's Representative within seven (7) calendar days of receipt of notice of dispute by Owner's Representative, said objections shall be deemed denied. Any decision by the Owner's Representative, or deemed denial by the Owner's Representative, shall be final and conclusive in the absence of fraud. It is further agreed that the acceptance by the Contractor of the final payment shall be a bar to any and all claims of the Contractor, and constitute a waiver of the right to assert any claim against Owner, Owner's agents and employees and Owner's Representative, by Contractor.

If the Contractor is of the opinion that (a) the Work necessary or required to accomplish the result intended by this contract; or (b) any Work ordered to be done as contract Work by the City is Extra Work or additional Work and not contract Work; or (c) any determination or order of the Owner violates the terms and provisions of this contract, the Contractor shall promptly, either before proceeding with such Work or complying with such order or determination, notify the Owner in writing of his (its) contentions with respect thereto and request a final determination thereof. If the Owner determines that the Work in question is Extra Work and not contract Work, or the determination or order complained of required performance by the Contractor beyond that required by the contract or violates the terms and provisions for the contract, thereupon the Owner shall cause either (a) the issuance of a written order covering the Extra Work as provided for in paragraph 1 of Item #27-*Extra Work* hereof, or (b) the determination or order complained of be rescinded or so modified so as to not require performance beyond that required by the terms and provisions of the contract. Such determination of the Owner shall be given in writing to the Contractor.

If the Owner determines that the Work in question is contract Work and not, Extra Work, or that the determination or order complained of does not require performance by the Contractor beyond that required by the contract or violate the terms and provisions of the contract, he shall direct the Contractor to proceed, and the Contractor must promptly comply. In order to reserve his (its) right to claim compensation for such Work resulting from such compliance, the Contractor must, within seven (7) calendar days after receiving the Owner's determination and direction, notify the Owner in writing that the Work is being performed, or that the determination and direction is being complied with, under protest.

If the Contractor fails to so appeal to the Owner for a determination or, having so appealed, should the Contractor thus fail to notify the Owner in writing of his (its) protest, the Contractor shall be deemed to have waived any claim for extra compensation or damages therefore. No oral appeals or oral protests, no matter to whom made shall be deemed even substantial compliance with the provisions of this item.

In addition to the foregoing requirement, the Contractor shall, upon notice from the Owner, produce for examination and audit at the Contractor' office, by the representatives of the Owner, all his (its) books and records showing all of his (its) acts and transactions in connection with contractual performance as well as relating to or arising by reason of the matter in dispute. At such examination a duly authorized representative of the Contractor may be present.

Unless the aforesaid requirements and conditions shall have been complied with the Contract, the Owner shall be released from all claims arising under, relating to or by reason of this contract, except for the sums to be due under the payment provision or this contract. It is further stipulated and agreed that no conduct on the part of the Owner or any agent or employee of the Owner shall even be construed as a waiver of the requirements of this section, which such requirements constitute an absolute condition precedent to any approval or any claim for extra compensation, notwithstanding any other provisions of the contract documents; and in any action against the Owner to recover any sum in excess of the contract amount the Contractor must allege and prove strict compliance with the provisions of this section.

In connection with the examination provided for herein, the Owner, upon demand therefore, shall also produce for inspection by the Contractor such records as the Owner may have with respect to such disputed Work or Work performed under protest pursuant to order of the Owner, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the Contractor's claim.

52. NON-COMPLIANCE AND/OR ABANDONMENT BY CONTRACTOR

In case the Contractor should (1) abandon and fail or refuse to resume Work within two calendar days after written notification from the Owner or the Owner's Representative, or (2) if the Contractor fails to comply with the written orders of the Owner's Representative, when such orders are consistent with this contract.

In the event the Contractor should fail to commence compliance with the notice hereinbefore provided within two calendar days after service of such notice, and/or shall fail to proceed with diligence to complete the project as contemplated and in compliance with all terms and provisions of the contract documents, then the Owner may exercise any and all remedies available to it pursuant to law, contract, equity or otherwise, including, but not limited to, providing for completion of the Work in either of the following elective manners:

(a) The Owner may employ such force of men and use of machinery, equipment, tools, materials and supplies as said Owner may deem necessary to complete the Work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said Contractor, and the expense so charged shall be deducted and paid by the Owner out of such moneys as may be due, or that may thereafter at any time become due to the Contractor under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the Contractor, then said Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said Contractor, then the Contractor shall pay the amount of such excess to the Owner; or

(b) The Owner, under sealed bids, after notice published as required by law, at least twice in a newspaper having a general circulation in the County of location of the Work, may let the contract for the completion of the Work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost to the Owner under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the Contractor. Should the cost to complete any such new contract prove to be less than that which would have been the cost to complete the Work under this contract, the Contractor shall be credited therewith.

In the event the Owner's Representative elects to complete the Work, as described above, when the Work shall have been finally completed, the Contractor shall be so notified and certification of completion as provided in Item #46-*Payments* hereinabove set forth, shall be issued. A complete itemized statement of the contract accounts, certified to by Owner's Representative as being correct shall then be prepared and delivered to Contractor, if applicable, where on the Contractor, or the Owner as the case may be, shall pay the balance due as reflected by said statement within 30 days after the date of certification of completion.

In the event the statement of accounts shows that the cost to complete the Work is less than that which would have been the cost to the Owner had the Work been completed by the Contractor under the terms of this contract, or when the Contractor, if applicable, shall pay the balance shown to be due by them to the Owner, then all machinery, equipment, tools, materials or supplies left on the site of the Work shall be turned over to the Contractor, if applicable. Should the cost to complete the Work exceed the contract price, and the Contractor, if applicable, fail to pay the amount due the Owner within the time designated hereinabove, and there remains any machinery, equipment, tools, materials or supplies on the site of the Work, notice thereof, together with an itemized list of such equipment and materials shall be mailed to the Contractor, if applicable, at the respective addresses designated in this contract; provided, however, that actual written notice given in any manner will satisfy this condition. After mailing or other giving of such notice, such property shall be held at the risk of the Contractor, if applicable, subject only to the duty of the Owner to exercise ordinary care to protect such property.

The remedies provided to Owner by law, equity, contract, or otherwise, shall be cumulative, to the extent permitted by law. It is expressly agreed and understood that the exercise by Owner of the remedies provided in this paragraph shall not constitute an election of remedies on the part of Owner, and Owner, irrespective of its exercise of remedies hereunder, shall be entitled to exercise concurrently or otherwise, any and all other remedies available to it, by law, equity, contract or otherwise, including but not limited to, liquidated damages, as provided in Item #38-*Time for Substantial Completion*, hereinabove set forth.

53. LIMITATION ON CONTRACTOR'S REMEDY

The remedies of Contractor hereunder shall be limited to, and Owner shall be liable only for, Work actually performed by Contractor and/or its subcontractors as set forth in the contract documents, and Owner shall not be liable for any consequential, punitive or indirect loss or damage that Contractor may suffer in connection with the project which is the subject matter of this contract.

54. MAINTAINING WORK SCHEDULES

It will be the Contractor's responsibility to perform litter control when the mowing schedule is deviated due to problems not weather related or when Work is requested after regular business hours, holidays, or on weekends.

55. SPECIAL CONDITIONS

In the event special conditions are contained herein as part of the contract documents and said special conditions conflict with any of the general conditions contained in this contract, then in such event the special conditions shall control.

56. LOSS OR EXPENSE DUE TO UNUSUAL OR UNANTICIPATED CIRCUMSTANCES

Unless otherwise specified herein, all loss, expense or damage to the Contractor arising out of the nature of the Work to be done, or from the action of the elements, or from any unforeseen circumstance or from unusual obstructions or difficulties, naturally occurring, man-made or otherwise, which may be encountered in the prosecution of the Work, shall be sustained and borne by the Contractor at his own cost and expense.

57. INDEPENDENT CONTRACTOR

Contractor is, and shall remain, an independent Contractor with full, complete and exclusive power and authority to direct, supervise, and control its own employees and to determine the method of the performance of the Work covered hereby. The fact that the Owner, Owner's Representative or Agent(s) shall have the right to observe Contractor's Work during Contractor's performance and to carry out the other prerogatives which are expressly reserved to and vested in the Owner, Owner's Representative or Agent(s) hereunder, is not intended to and shall not at any time change or effect

the status of the Contractor as an independent Contractor with respect to either the Owner, Owner's Representative or Agent(s) or to the Contractor's own employees or to any other person, firm, or corporation.

58. NO WAIVER OF RIGHTS OR ESTOPPEL

The City, or any officer or Agent thereof, shall not be precluded at any time, either before or after final completion and acceptance of the Work and final payment therefore from:

57.1 Showing the true and correct amount, Classifications, quality and character of the Work done and materials furnished by the Contractor or any other person under this contract, or from showing at any time that any determination, return, decision, approval, order, letter, payment or certification is untrue and incorrect, or improperly made in any particular, or that the Work or the materials or any parts thereof, do not in fact conform to the contact requirements; and

57.2 Demanding the recovery from the Contractor of any overpayments made to him, or such damages as the City may sustain by reason of the Contractor's failure to perform each and every part of this contract in strict accordance with its terms or both.

58. HAZARDOUS SUBSTANCES AND ASBESTOS

Hazardous Substances (herein so called), as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C.S. §9601(14)) and the regulations promulgated there under, as same may be amended from time to time, hydrocarbons or other petroleum products or byproducts and/or asbestos, in any form, shall not (i) be utilized, in any way, manner or form, in the construction of, or incorporation into, the Project; or (ii) be brought upon, placed, or located, by any party, on the Project site, or any other property of the City, without the written consent of the Owner's Representative. If Contractor believes that the utilization of a Hazardous Substance, hydrocarbons or other petroleum products or byproducts and/or asbestos is necessary in the construction of the Project, or that it is necessary to place and/or otherwise locate upon the site of the Project or other property of the City, a Hazardous Substance, hydrocarbons or other petroleum products or byproducts and/or asbestos, Contractor shall notify the Owner's Representative, and request consent there from, at least twenty (20) days prior to such action. Owner's Representative may grant or deny the request of Contractor and provide whatever requirements such consent, if granted, is conditioned upon, in its sole and absolute discretion. If the request of Contractor is not granted, or otherwise not responded to, by Owner's Representative within five (5) days of the receipt of said request, said request shall be deemed to be denied.

In the event Owner's Representative shall consent to the request of Contractor, Contractor shall be responsible for ensuring that all personnel involved in the Project are (i) trained for the level of expertise required for proper performance of the actions contemplated by this Contract and, in particular, in all aspects of handling, storage, disposal and exposure of Hazardous Substances, hydrocarbons or other petroleum products or byproducts and/or asbestos; and (ii) are provided and utilize all protective equipment, including without limitation, personal protective gear, necessary to provide protection from exposure to Hazardous Substances, hydrocarbons or other petroleum products or byproducts and/or asbestos.

59. 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 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 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.

60. SUSPENSION BY COURT ORDER AGAINST CITY

The Contractor shall suspend such part or parts of the Work pursuant to a court order issued against the City and shall not be entitled to additional compensation by virtue of such court order; neither shall the Contractor be liable to the City in the event the Work is suspended by such court order, unless such suspension is due to the fault or negligence of the Contractor.

61. CONTRACT TERM

61.1 The contract shall be for a term of one (1) year, with the option of four (4), one (1) year extensions, said date of term beginning upon formal approval. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.

61.2 After completion of the initial Contract term, these properties will go out to bid with all other parkland properties.

61.3 During the period of the Contract, the Contractor shall provide all the services described in the Contract. The Contractor understands and agrees that this is a requirements Contract and that the City shall have no obligation to the Contractor if no services are required. Any quantities that are included in the bid form and/or specifications reflect the current expectations of the City for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the City is under no obligation to the Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The Contractor further understands and agrees that the City may require services in an amount less than or in excess of the estimated annual Contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the Contract for the quantity actually used.

62. NOTICE TO PROCEED

Notice to Proceed date will be issued at the start of every mowing season. The Contractor shall actively proceed with the Work as agreed and stated on the notice to proceed. Work shall not start until the notice to proceed is issued by the Purchasing and Contract Management department.

63. WEATHER

Weather will affect the progress of ground maintenance at times and Contractor shall recognize this and have a plan of action and/or resources available to proceed in an expedient manner. Should weather conditions alter schedules, the Contractor shall notify the Owner's Representative, Agent(s) and other appropriate Park Maintenance departments such as Environmental Services, before 6:00 AM at the beginning of the next Work day. It is the Contractor's responsibility to provide quality workmanship. If weather conditions prevent such quality, the Contractor shall suspend Work and resume Work as soon as weather allows. If the Owner's Representative or Agent(s) finds that weather conditions are inappropriate for maintaining high quality Work, they may notify the Contractor and suspend Work. The suspension of Work by the Owner's Representative or Agent (s) shall not in any way allow the Contractor to find grounds for adjustments in Contract Time or provide for extra compensation.

64. SPECIFICATION CHANGE

During the term of the Contract, the Owner may change Site Classifications, thereby increasing or decreasing mowing frequencies. Unit pricing will be used to determine cost adjustments. All changes shall be in writing.

Contractor understands and agrees that a Drought Contingency Plan, if enacted by the City of Lubbock, could result in significantly reduced or eliminated irrigation schedules for the properties that are the subject of this agreement, which could, in turn, significantly reduce or eliminate the need for services contemplated under this agreement. In the event said Drought Contingency Plan is enacted, Owner shall promptly notify Contractor of said event, and Contractor hereby agrees thereafter to accept and abide by any revised maintenance schedules and compensation adjustments promulgated by the Owner. This agreement shall constitute the Contractor's consent, granted

prospectively, for a change order to the original contract price as required by TEXAS LOCAL GOVERNMENT CODE, Section 252.048(d).

65. CHANGED CONDITION

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

66. FORCE MAJEURE

In the event either Owner or Contractor is rendered unable in whole or in part by force majeure to carry out any covenant, agreement, obligation or undertaking to be kept or performed by such party under this agreement, other than to make payment of amounts due for Work completed, such covenant, agreement, obligation or undertaking, insofar as the same is affected by such force majeure, will be suspended. The term "force majeure" as employed in this section includes acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, war, blockades, riots, epidemics, earthquakes, explosions, accidents, or repairs to machinery or pipes, the delays of carriers, or inability by reason of governmental regulation to obtain materials, acts of public authorities including but not limited to the effectuation of a Drought Contingency Plan by the City of Lubbock, or other causes, whether or not of the same kind as specifically enumerated, not within the control of the party claiming suspension and which by the exercise of due diligence or the payment of money such party is unable to overcome.

67. SEVERABILITY

If for any reason any provision hereof shall be inoperative, the validity and effect of all other provisions shall not be affected thereby.

68. PRESUMPTION AGAINST SCRIVENER

In case of a dispute as to interpretation of this agreement, each party waives the presumption that this agreement is presumed to be read in favor of the party that did not prepare it.

69. THE CITY RIGHT TO AUDIT

At any time during the term of this Contract and for a period of four (4) years 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 under this Contract. In the event such an audit by the City reveals any errors/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.

70. 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.

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SPECIFICATIONS

MAINTENANCE STANDARDS

1.0 Class A Maintenance Standards

General: Successful Contractor shall actively proceed with the work as agreed and stated on the notice to proceed. Work shall not start until the notice to proceed is issued by the Purchasing and Contract Management department. The decision to end or suspend temporarily the maintenance season shall be made by the Owner's Representative Agent. The Contractor shall be notified of the Owner's decision by letter.

1.1

1.1.1 The areas to be serviced for each site include all right of ways adjoining the site and to the centerline of all alleys adjoining the site, and extending street-ward including the curb and ending six (6) inches beyond lip of gutter. Contractor is responsible for safe and careful operation of mowing equipment around plant material and structures to prevent damage and to prevent clippings from contaminating shrub or color beds, hard surfaces, streets, playgrounds and handicap ramps. If conditions are not conducive to blowing, sweeping and picking up of maintenance debris shall be required for these areas. Blowing of grass clippings or debris out to the street is prohibited.

1.1.2 Contractor shall provide a maintenance schedule to the Parks Department within two days from Notice to Proceed and will notify the Owner's Representative or Agent(s) of any changes in the schedule prior to the schedule change.

1.2 Mowing: Mowing commencement and conclusion shall be at the discretion of the Owner's Representative or Agent(s). Mowing frequency and height shall be determined by turf growth and occur up to once per calendar week, or every seven (7) calendar days, evenly spaced between Cycles. All hard surfaces shall be cleaned after each service. All equipment must be of appropriate size for each site and approved by the Owner's Representative or Agent(s). All required unit work which includes mowing, edging, trim mowing, string trimming, and sweeping shall be 100% complete before commencing to another mowing site. Alternate mowing patterns are required every cycle to avoid turf damage.

1.2.1 TENTATIVE MOWING FREQUENCIES:

January	0	July	4
February	0	August	5
March	1	September	4
April	4	October	2
May	4	November	1
June	4	December	0

1.3 Edging: All sidewalks and curbs shall be edged to a depth of one inch and shall be performed concurrently with mowing operations. String trimmers or curb dressers may not be used for edging. Six (6) to eight inch wide optional chemical edging only on chain link fence lines with Turf on either side of the fence is permitted on Class A Parks. Optional spraying of one (1) foot away from the tree(s) main trunk is also permitted to eliminate tree bark damage.

1.3.1 Street curb and drainage channel edging shall be accomplished concurrently with mowing operations and all debris from this activity shall be removed the same day that the task is performed. Curb dressers may be used for this task

1.4 Trimming: All string trimming must be done to achieve a height uniform with the mowing height. Maintenance of drains and exposed playa lake shorelines due to evaporation or receding of the lake and

mowable areas that retain water shall be the Contractor's responsibility. Trimming must be performed around trees, plant beds, buildings, playground equipment, signs, fences, and any other plants or structures. All play surfaces, hard surfaces, sidewalks, streets, street medians, parking areas, parking lots and drainage channels must be kept free of grass, weeds and debris. This task must be completed the same day the mowing is performed.

2.0 Class B Maintenance Standards

2.1 General: Successful Contractor shall actively proceed with the work as agreed and stated on the notice to proceed. Work shall not start until the notice to proceed is issued by the Purchasing and Contract Management department. The decision to end or suspend temporarily the maintenance season shall be made by the Owner's Representative Agent.
The Contractor shall be notified of the Owner's decision by letter.

2.1.1 The areas to be serviced for each site include all right of ways adjoining the site and to the centerline of all alleys adjoining the site, and extending street-ward including the curb and ending six (6) inches beyond lip of gutter. Contractor is responsible for safe and careful operation of mowing equipment around plant material and structures to prevent damage and to prevent clippings from contaminating shrub or color beds, hard surfaces, streets, playgrounds and handicap ramps. If conditions are not conducive to blowing, sweeping and picking up of maintenance debris shall be required for these areas. Blowing of grass clippings or debris out to the street is prohibited.

2.1.2 Contractor shall provide a maintenance schedule to the Parks Department within two days from Notice to Proceed and will notify the Owner's Representative or Agent(s) of any changes in the schedule prior to the schedule change.

2.2 Mowing: Mowing commencement and conclusion shall be at the discretion of the Owner's Representative or Agent(s). Mowing frequency and height shall be determined by turf growth and occur up to once per calendar week or every seven (7) calendar days, evenly spaced between Cycles. Clippings shall not be bagged, and all hard surfaces shall be cleaned after each service. Clippings at swimming pools inside the fence must be bagged. The mowers shall leave no clumps or windrows of grass. Mowing equipment shall be reel mowers or turf type full flotation rotary mowers equipped with all turf tires and shall be approved by the Owner's Representative or Agent(s). Some specialty sites such as athletic fields, athletic facilities, and municipal facilities shall be mowed on specific times and days and of the week as determined by the Owner's Representative or Agent(s). All required unit work which includes mowing, edging, trim mowing, string trimming, and sweeping shall be 100% complete before commencing to another mowing site. Alternate mowing patterns are required every cycle to avoid turf damage.

2.2.1 TENTATIVE MOWING FREQUENCIES:

January	0	July	4
February	0	August	5
March	1	September	4
April	2	October	1
May	4	November	0
June	4	December	0

2.3 Edging: All sidewalks, curbed plant material beds, and game courts shall be edged to a depth of one inch and all non-curbed plant beds shall be edged to a depth necessary to achieve appropriate results. All edging shall be performed concurrently with mowing at each site. String trimmers or curb dressers may not be used for edging. Six (6) to eight (8) inch wide optional chemical edging only on chain link fence lines with turf on either side of the fence is permitted on Class B Parks. All jogging tracks shall

be edged concurrently with mowing operations. Optional spraying of one (1) foot away from the tree(s) main trunk is also permitted to eliminate tree bark damage.

2.3.1 Street curb and drainage channel edging shall be accomplished weekly and all debris from this activity shall be removed the same day that the task is performed. Curb dressers may be used for this task.

2.4 Trimming: All string trimming must be done to achieve a height uniform with the mowing height. Maintenance of drains and exposed playa lake shorelines due to evaporation or receding of the lake and mowable areas that retain water shall be the Contractor's responsibility. Trimming must be performed around trees, plant beds, buildings, playground equipment, signs, fences, and any other plants or structures. All play surfaces, sidewalks, hard surfaces, streets, street medians, playground sidewalks, parking areas, parking lots and drainage channels must be kept free of grass, weeds and debris. This task must be completed the same day the mowing is performed.

3.0 Class C Maintenance Standards

3.1 General: Successful Contractor shall actively proceed with the work as agreed and stated on the notice to proceed. Work shall not start until the notice to proceed is issued by the Purchasing and Contract Management department. The decision to end or suspend temporarily the maintenance season shall be made by the Owner's Representative Agent.

The Contractor shall be notified of the Owner's decision by letter.

3.1.1 The areas to be serviced for each site include all right of ways adjoining the site and to the centerline of all alleys adjoining the site, and extending street-ward including the curb and ending six (6) inches beyond lip of gutter. Contractor is responsible for safe and careful operation of mowing equipment around plant material and structures to prevent damage and to prevent clippings from contaminating shrub or color beds, hard surfaces, streets, playgrounds and handicap ramps. If conditions are not conducive to blowing, sweeping and picking up of maintenance debris shall be required for these areas. Blowing of grass clippings or debris out to the street is prohibited.

3.1.2 Contractor shall provide a maintenance schedule to the Parks Department within two days from Notice to Proceed and will notify the Owner's Representative or Agent(s) of any changes in the schedule prior to the schedule change.

3.2 Mowing: Mowing commencement and conclusion shall be at the discretion of the Owner's Representative or Agent(s). Mowing frequency and height shall be determined by turf growth and occur up to once every ten (10) calendar days evenly spaced between Cycles. Clippings shall not be bagged and all hard surfaces shall be cleaned after each service. The mowers shall leave no clumps or windrows of grass. Mowing equipment shall be determined by site conditions and equipped with all turf tires and shall be approved by the Owner's Representative or Agent(s). Some specialty sites such as athletic fields, athletic facilities, and municipal facilities shall be mowed on specific times and days and of the week as determined by the Owner's Representative or Agent(s). All required unit work which includes mowing, edging, trim mowing, string trimming, and sweeping shall be 100% complete before commencing to another mowing site. Alternate mowing patterns are required every cycle to avoid turf damage.

3.2.1 TENTATIVE MOWING FREQUENCIES:

January	0	July	2
February	0	August	3
March	1	September	2
April	2	October	1
May	3	November	0
June	3	December	0

3.3 Edging: All sidewalks, curbed plant material beds, and game courts shall be edged to a depth of one inch and all non curbed plant beds shall be edged to a depth necessary to achieve appropriate results. All edging shall be performed concurrently with mowing at each site. String trimmers or curb dressers may not be used for edging. Six (6) to eight (8) inch wide optional chemical edging only on chain link fence lines with turf on either side of the fence is permitted on Class C Parks. All jogging tracks shall be edged concurrently with mowing operations. Optional spraying of one (1) foot away from the tree(s) main trunk is also permitted to eliminate tree bark damage.

3.3.1 Street curb and drainage channel edging shall be accomplished concurrently with mowing operations and all debris from this activity shall be removed the same day that the task is performed. Curb dressers may be used for this task.

3.4 Trimming: All string trimming must be done to achieve a height uniform with the mowing height. Maintenance of drains and exposed playa lake shorelines due to evaporation or receding of the lake and mowable areas that retain water shall be the Contractor's responsibility. Trimming must be performed around trees, plant beds, buildings, playground equipment, signs, fences, and any other plants or structures. All play surfaces, sidewalks, hard surfaces, streets, street medians, playground sidewalks, parking areas, parking lots and drainage channels must be kept free of grass, weeds and debris. This task must be completed the same day the mowing is performed.

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. 12694 per ITB 16-12694-KK for parks turf maintenance, by and between the City of Lubbock and Ground Effects, 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:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

_____
Justin Pruitt, Assistant City Attorney

ccdocs/RES. Contract 12694 – Ground Effects – Parks Turf Maintenance
February 24, 2016

Contract 12694

City of Lubbock, TX
Contract for Services
Parks Turf Maintenance

THIS CONTRACT made and entered into this **24th** day of **March, 2016**, by and between the City of Lubbock ("City"), and **Ground Effects**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for parks turf maintenance 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 parks turf maintenance.

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, parks turf maintenance and more specifically referred to as Groups 5 and 9-10 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 contract shall begin upon City Council date of formal approval and shall be executed in accordance with the specifications attached hereto. The contract shall be for a term of one (1) year, with the option of four (4), one (1) year extensions, said date of term beginning upon formal approval. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.

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

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

6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

TYPE	AMOUNT
General Liability Commercial General Liability General Aggregate Personal & Adv Injury Products-Comp/Op AGG Contractual Liability	500,000
Automotive Liability Any Auto	500,000
Workers Compensation Or Occupational Medical and Disability	Statutory Amounts
Employer's Liability	500,000

The City of Lubbock shall be named as additional insured on a primary and non-contributory basis on auto/general liability, with a waiver of subrogation in favor of the City of Lubbock on all coverages. Copies of all endorsements are required.

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

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

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

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

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

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City,

Contractor shall refund the City the full amount of such overpayments within thirty 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

10. 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 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 on 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 16-12694-KK, 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:

Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

Justin Pruitt, Assistant City Attorney

CONTRACTOR

BY Allen McIntire
Authorized Representative

Allen McIntire
Print Name

3407 Canyon RD
Address

Lubbock 79403
City, State, Zip Code

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BID FORM

GROUP 5
CLASS C PARKS AND PROPERTIES:

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE/ MOWABLE ACREAGE	ANNUAL MAINT CYCLES APPROX	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
48.	MACKENZIE /MACKENZIE CORRIDOR	301 I-27	113.66	17	EA	$ 3,700.00	62,900.00
49.	N. AVE Q STRIP	N. AVE. Q DR.	0.16	17	EA	84.00	1,428.00
50.	GUADALUPE ENTRANCE	1ST & AVE. J	0.25	17	EA	84.00	1,428.00
51.	GUADALUPE	2ND & AVE. P	3.2	17	EA	250.00	4,250.00
52.	WOODS	ERSKINE & ZENITH	11.2	17	EA	380.00	6,460.00
53.	GUADALUPE STRIP	N. AVE. P & 2ND	3.5	17	EA	270.00	4,590.00
54.	CANYON RIM	BATES & AVE K	3.4	17	EA	260.00	4,420.00
55.	PALLOTINE	N. AVE. L & 1ST	1.5	17	EA	200.00	3,400.00
GROUP 5 CLASS C APPROX. ACREAGE			136.87				
GROUP 5 CLASS C TOTAL COST (Items 48-55)						$ 88,876.00	

GROUP 6
CLASS C PARKS AND PROPERTIES:

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE/ MOWABLE ACREAGE	ANNUAL MAINT CYCLES APPROX	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
~~56.~~	~~CARTER~~	~~N. GLOSS & N. LOOP 289~~	~~5.7~~	~~17~~	~~EA~~	~~$ 275.00~~	~~4,675.00~~
~~57.~~	~~SIMS~~	~~MARLBORO & KING~~	~~5.1~~	~~17~~	~~EA~~	300.00	5,100.00
~~58.~~	~~REAGAN~~	COLGATE ST. & OLIVE AVE.	4.48	17	EA	~~275.00~~	~~4,675.00~~
~~59.~~	~~HOLLINS~~	~~1ST & VERNON~~	~~1.3~~	~~17~~	~~EA~~	200.00	3,400.00
~~60.~~	~~DAVIES~~	~~N. AVE N & GLENSON~~	6.0	17	EA	260.00	4,420.00
~~61.~~	~~SEDBERRY~~	~~E. 10TH & GUAVA~~	5.0	17	EA	255.00	4,335.00
~~62.~~	~~BUTLER~~	~~E. 4TH & ZENITH~~	6.0	17	EA	260.00	4,420.00
~~63.~~	~~OVERTON~~	~~14TH & AVE U~~	2.0	17	EA	~~150.00~~	~~2,550.00~~
~~64.~~	~~ROY FURR PIONEER~~	~~6TH & AVE T~~	4.2	17	EA	200.00	3,400.00
~~65.~~	~~CARLISLE CEMETERY~~	~~7300 19TH~~	1.1	17	EA	100.00	1,700.00

INDEX 9
BID FORM

GROUP 9
CLASS C – PARKS AND PROPERTIES:

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE/ MOWABLE ACREAGE	ANNUAL MAINT CYCLES APPROX	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
100	LEFTWICH	60TH & ELGIN	24 04	17	EA	$ 750.00	1,750.00
101	MILLER	MEMPHIS & S. LOOP 289	26 34	17	EA	850.00	14,450.00
102	ELMORE	66TH & QUAKER	30 16	17	EA	925.00	15,725.00
103	ANDREWS	76TH & MEMPHIS	17 39	17	EA	600.00	10,200.00
104	McCULLOUGH	88TH & FLINT	20 17	17	EA	625.00	10,625.00
105	KASTMAN	JOLIET & LOOP 289	14 59	17	EA	500.00	8,500.00
106	HUNEKE	82ND & NASHVILLE	11 27	17	EA	450.00	7,650.00
GROUP 9 CLASS C APPROX. ACREAGE			143 96				
GROUP 9 CLASS C TOTAL COST (ITEMS 100-106) :						$ 68,900.00	

GROUP 10
CLASS C – PARKS AND PROPERTIES:

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE/ MOWABLE ACREAGE	ANNUAL MAINT CYCLES APPROX	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
107	JENNINGS	73RD & WAYNE	29 07	17	EA	$ 900.00	15,300.00
108	MAHON	29TH & CHICAGO	14 16	17	EA	500.00	8,500.00
109	DUPREE	58TH & TOLEDO	25.58	17	EA	800.00	13,600.00
110	HIGGINBOTHAM	19TH & VICKSBURG	17.3	17	EA	575.00	9,775.00
111	LONG	56TH & ABERDEEN	12.57	17	EA	450.00	7,650.00
112	GUY	87TH & MEMPHIS	14 42	17	EA	500.00	8,500.00
113	STEVENS	75TH & SLIDE	14 08	17	EA	500.00	8,500.00
GROUP 10 CLASS C APPROX. ACREAGE			127 18				
GROUP 10 CLASS C TOTAL COST (ITEMS 107-113) :						$ 71,825.00	

The City of Lubbock is seeking a contract for mowing services for various parkland properties at various parkland properties with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

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GENERAL CONDITIONS OF THE AGREEMENT

City of Lubbock, TX
ITB 16-12694-KK
Parks Turf Maintenance
Specifications

1. DEFINITIONS
   - 1.1 Agent - An employee of the Division of Community Services, City of Lubbock, who is appointed by the City to monitor the Work and actions of the Contractor.
   - 1.2 Call Back – Contact with the Contractor by Agent notifying Contractor of Unfinished Work.
   - 1.3 Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Project
   - 1.4 City - The City of Lubbock, Texas, municipal corporation in Lubbock County, Texas.
   - 1.5 Classification (Class) - The organization of sites according to service frequencies.
   - 1.6 Contract Time - The number of allowable days to complete the contract
   - 1.7 Cycle - The complete service of all sites in a Class at one time.
   - 1.8 Designated Superintendent - The superintendent shall represent the Contractor in its absence and all directions given to superintendent shall be binding as if given to the Contractor.
   - 1.9 Drought Contingency Plan –Any enactment by the City of Lubbock requiring that the irrigation of any property owned or subject to control by the City of Lubbock that is also subject to the work contemplated under this Contract be reduced or otherwise restricted.
   - 1.10 Duration of the Project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.
   - 1.11 Extra Work - work over and above that is called for in the contract.
   - 1.12 Mayor - The duly appointed official of the City of Lubbock, Texas, who is empowered by the City Charter to enter into a contract in behalf of the City.
   - 1.13 Notice to Proceed - Written notice to the Contractor issued and signed by the authorized Agent stating the date on which the Contractor should proceed with Work as stated in the contract.
   - 1.14 Payment Bond and Performance Bond – Payment, Performance and Maintenance Bond is the approved form of security furnished by the Contractor and his Surety.
   - 1.15 Review Committee - A committee chosen by the City staff, to analyze and recommend to City Council the best Contractor(s) to perform the tasks governed by the contract.
   - 1.16 Specifications - The directions, provisions, and requirements pertaining to the method and manner of performing the Work or to the quality of the materials and equipment to be furnished under the contract.
   - 1.17 Surety – The corporations, partnership or individual, duly authorized and admitted to do business in Texas and licensed by the State of Texas to issue surety bonds, who is bound with and for the Contractor to assume legal liability for the faithful performance of the contract.
   - 1.18 Unfinished Work – Any initial Work pertaining to the mowing contract not satisfactorily completed. Twenty-four (24) hours will be given to complete any Call Backs.
   - 1.19 Unit – A single maintenance site.
   - 1.20 Unit Price - Payment to the Contractor based on a Unit or portion of the Work performed.
   - 1.21 The Vendor Performance Form- The vendor performance from provides the Purchasing and Contract department with a comprehensive tool for evaluating vendor performance to

reduce risk in the contract award process. The VP tracks exceptional, satisfactory and unsatisfactory vendor performance.

1.22 Work - All Work, including the furnishing of staff, equipment, materials, and other incidentals necessary for the performance of the contract.

2. OWNER
Whenever the word Owner, or First Party, are used in this contract, it shall be understood as referring to the City of Lubbock, Texas.
3. CONTRACTOR
4. The individual, firm, partnership, joint venture, or corporation contracting with the City to perform Work.
5. OWNER'S REPRESENTATIVE
Whenever the word Owner's Representative or representative is used in this contract, it shall be understood as referring to, City of Lubbock, or its representative, Owner's Representative so designated who will inspect turf maintenance; or to such other representatives, supervisors, or inspectors as may be authorized by said Owner to act in any particular under this agreement. Agent(s), supervisors or inspectors will act for the Owner under the direction of Owner's Representative, but shall not directly supervise the Contractor or persons acting on behalf of the Contractor. All questions, notices, or documentation arising under this agreement shall be addressed to the Owner's Representative.
6. CONTRACT DOCUMENTS
The contract's documents shall consist of Notice to bidders; General Instructions to Bidders; Bid Submittal; Certificate of Insurance; Contract; General Conditions of the Agreement; Specifications; Turf Maintenance Groups; Proposed Equipment for Contract Turf Maintenance; Payment Request for Turf Maintenance; Written Hazardous Communication Program., and all other documents made available to Bidder for inspection in accordance with the Notice to Bidders. The above described materials are sometimes referred to herein as the "contract" or "contract documents". These form the agreement whereby the Contractor shall furnish all labor, equipment, tools, materials, and perform all Work necessary to satisfactorily accomplish the proposed plan.
7. INTERPRETATION OF PHRASES
Whenever the words "Directed," "Permitted," "Designated," "Required," "Considered Necessary," "Prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the Owner's Representative is intended; and similarly, the words "Approved," "Acceptable," "Satisfactory," or words of like import shall mean approved by or acceptable or satisfactory to the Owner's Representative.
8. SUBCONTRACTOR
The term Subcontractor, as employed herein, includes only those having a direct contract with the Contractor for performance of Work on the project contemplated by these contract documents. Owner shall have no responsibility to any Subcontractor employed by Contractor for performance of Work on the project contemplated by these contract documents, but said Subcontractors will look exclusively to Contractor for any payments due Subcontractor.
The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Owner's Representative or Agent(s). The Owner's permission to sublet any contract shall not be construed as making the Owner a party of such subcontract. No subcontractor shall release the Contractor of its surety or its liability and obligation to fulfill all transactions made under the contract.
9. WRITTEN NOTICE
Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent certified mail to the last business address known to the party who gives the notice.
10. CONTRACTOR'S RESPONSIBILITIES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, power, fuel, transportation and all other facilities necessary for the execution and completion of the Work covered by the contract documents. Unless otherwise specified, all materials shall be and both workmanship and materials shall be of a good quality. All equipment shall meet all applicable Federal, State and Local laws and regulations. The Contractors equipment is at all times during the term of this Contract subject to inspection and approval of the Owner's Representative or Agent(s). At a minimum, the types of equipment for each mowing Group one through Group ten shall be two 60 inch zero turn finishing trim mowers and one 12 foot pull-behind rotary flex finishing type mower or commercial rotary shredding mower. The equipment shall conform to the type(s) of approved for each maintenance class. Rotary mowers shall be full flotation and trim mowers shall have anti-scalping features. All manufacturers' safety features must be operational, in good repair and in proper positions during operation. All equipment shall be professional grounds maintenance quality and in good condition throughout the course of the contract. If the Owner's Representative or Agent(s) deems the equipment faulty or if the equipment is damaging the turf in anyway, the Contractor shall immediately cease the use of said equipment and remove the equipment from the premises. The Contractor shall be responsible for grounds maintenance progress to continue as per the mowing schedules outlined in the attached Specifications.

Respective bidders shall submit attached Contractor's Equipment Schedule, Index #10 for their proposed equipment. All Work shall be done and all materials furnished in strict conformity with the contract documents.

11. CITIZEN CONTACT

While the Contractor is authorized to perform Work on the Owner's property, Contractor does not have exclusive use of the property, and must respect the activities of park patrons present during the Work on the Owner's property. The Contractor shall take all precautions necessary to ensure that adjacent property owners are not disturbed by any Work performed by the Contractor. Should a Contractor's worker be contacted by a citizen visiting the property the worker is maintaining, assistance shall be given to the citizen to the extent the assistance is related to the Work being performed. The Owner shall provide a list of the Owner's representatives and phone numbers for various City functions. The Contractor shall provide employees with this information and ensure that this information is available at each job site. Employees of the Contractor shall at all times be dressed in attire that clearly identifies that employee's name and the employee's affiliation with the Contractor. Employees of the Contractor should refer any citizen inquiries to the Owner representative(s).

12. SUBSTANTIALLY COMPLETED

The term "Substantially Completed" is meant that the Work contemplated by the contract documents has been performed in sufficient portion so that use or occupancy or the area is in a condition to serve its intended purpose, but to such an extent that minor miscellaneous Work may be still required.

13. CLEAN-UP

As specified in the Maintenance Standards Specifications, all Work shall be cleaned up and waste materials removed from the site. No equipment shall be left at neighborhood parks or any of the Owner's owned property site and all material removed from the job shall be at the Contractor's expense. If equipment, materials, or waste are not removed from the site, written notification from the Agent shall be delivered to the Contractor. The Contractor shall have twenty four (24) hours to remove the equipment, materials, or waste in question. If the equipment, materials, or waste in question is not removed in the twenty four (24) hour period, the Owner shall remove said equipment, material, or waste, and the Contractor shall be charged for the expense. Payment to the City for said expenses shall be deducted from the Contractor's payment. If such conditions continue, the contract may be terminated due to breach of contract.

14. MOWING SCHEDULES

Except as specifically provided herein, the Contractor shall be responsible for scheduling all Work and shall accomplish this Work in a manner acceptable to the Owner's Representative or Agent(s).

The Owner's Representative or Agent(s) will check the Contractor's schedule(s) of all mowing Work done by the Contractor but this check does not relieve the Contractor of the responsibility of correctly scheduling all Work in accordance with the Specifications.

15. LITTER

The Owner will be responsible for litter control for Group 1 thru Group 11 during regular business hours. The Contractor will be responsible for litter and debris if Work is required after regular business hours, on holidays, or on weekends. The Contractor understands and acknowledges that litter or debris may accumulate prior to mowing with no fault to either party. **The Contractor shall not mow over trash or debris.** The Contractor shall instruct mower operators to inspect sites carefully for and to avoid creating, dangerous or unsightly conditions and dispose of debris in park dumpsters.

16. RIGHT OF ENTRY

The Owner's Representative or Agent(s) shall make periodic visits to the site to observe the progress or quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the contract documents. The Owner's Representative or Agent(s) shall make onsite inspections to check the quality or quantity of the Work. The Owner's Representative or Agent(s) will not be responsible for the working means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. Notwithstanding the Owner's Representative's rights of entry hereunder, the Owner's Representative will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents.

17. IDENTIFICATION AND CHARACTER

Contractor's vehicles shall be marked with the Contractor's company name, on both sides and in lettering that is a minimum of two inches tall and of an easily read typeface. In lieu of lettering, Contractors may submit easily recognizable Company Logos for approval by the Parks Department. All employees of the Contractor shall have a name badge and company logo for identification; either clip-on or incorporated with a uniform. This identification shall be worn at all times that the employee is at the job site. The Contractor shall provide uniforms of a different color than the Owner's employee uniforms. Uniforms may not be torn or ragged and shall present a professional appearance. Additionally, the Contractor will at all times require employees to remain fully dressed and will not allow employees to wear unbuttoned clothing while on the Owner's property. Contractor's employees shall not display any print or logo on their vehicles or clothing that purports them as employees of Owner, nor shall Contractor's employees in any way hold themselves out to be employees of the Owner.

18. OWNER'S REPRESENTATIVE'S AND AGENT(S) AUTHORITY AND DUTY

Unless otherwise specified, it is mutually agreed between the parties to this Agreement that the Owner's Representative or Agent(s) has the authority to review all Work included herein. The Owner's Representative or Agent(s) has the authority to stop the Work whenever such stoppage may be necessary to ensure the proper execution of the contract. The Owner's Representative or Agent(s) shall, determine the amounts and quantities of the mowing Units which are to be paid for under the contract documents, and shall determine all questions in relation to said Work and the completion of Work thereof, and shall, decide every question which may arise relative to the execution of this contract on the part of said Contractor. The decision of the Owner's Representative shall be conclusive in the absence of written objection to same delivered to Owner's Representative within ten (10) calendar days of any decision or direction by Owner's Representative. In the absence of timely written objection by Contractor, as provided herein, any and all objection or objections shall be deemed waived.

19. SUPERINTENDENCE AND INSPECTION

It is agreed by the Contractor that the Owner's Representative shall be and is hereby authorized to appoint Agent(s) as the said Owner's Representative may deem proper to inspect the Work done under this Agreement, and to see that said Work is done in accordance with the Specifications therefore. The Contractor shall furnish all reasonable aid and assistance required by the Agent(s) for the proper inspection and examination of the work. The Contractor shall regard and obey the directions and instructions of any Agent(s) so appointed, when such directions and instructions are

consistent with the obligations of this Agreement and accompanying plans and Specifications provided, however, should the Contractor object to any orders by any Agent(s), the Contractor may within ten (10) calendar days make written appeal to the Owner's Representative for its decision. In the absence of timely written objection by Contractor, as provided herein, any and all objection or objections shall be deemed waived.

20. CONTRACTOR'S DUTY AND SUPERINTENDENCE

The Contractor shall give personal attention to the faithful prosecution and completion of this contract and shall keep on the Work, during its progress, a competent Designated Superintendent/Foreman and any necessary assistants, all satisfactory to Owner's Representative or Agent(s). The Designated Superintendent/Foreman shall represent the Contractor in its absence and all directions given to the Designated Superintendent/Foreman shall be binding as if given to the Contractor. It is expressly agreed that adequate supervision by competent and reasonable representatives of the Contractor is essential to the proper performance of the Work and lack of such supervision shall be grounds for suspending operations of the Contractor.

The Work, from its commencement to completion, shall be under the exclusive charge and control of the Contractor and all risk in connection therewith shall be borne by the Contractor.

Neither the Owner, nor its Representatives or Agent(s) shall be responsible for the acts or omissions of the Contractor, or any subcontractors, or any of Contractor's Agents or employees, or any other persons performing any of the Work.

21. CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has, by careful examination, satisfied itself as to the nature and location of the Work, the confirmation of the ground, the character, quality and quantity of materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, and the general and local conditions, and all other matters which in any way affect the Work under the contract documents. No oral agreement or conversation with any officer, agent, or employee of the Owner, or Owner's Representative either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained. Subject to the rights of Owner as set forth in Item #26-*Changes and Alterations* hereof, all modifications and/or amendments to the contract documents, shall be in writing, and executed by Owner's Representative and Contractor.

Unless otherwise specified herein, all loss, expense or damage to Contractor arising out of the nature of the Work to be done, or from the action of the elements, or from any unforeseen circumstance and the prosecution of the Work, shall be sustained and borne by the Contractor at its own cost and expense.

22. LABOR, EQUIPMENT, MATERIALS

The Contractor agrees to employ only orderly and competent workers, skillful in the performance in the type of Work required under this contract, to do the Work; and agrees that whenever the Owner's Representative shall inform Contractor in writing that any man or men on the Work, are, in Owner's Representative's or agent(s) sole opinion, incompetent, unfaithful, disorderly, or otherwise unacceptable to Owner, Owner's Representative, or agent(s) such man or men shall be discharged from the Work and shall not again be employed on the Work. Should the Contractor continue to employ such individual(s) to continue Work under this contract, the Owner reserves the right to withhold payment and/or nullify the contract.

The Contractor shall provide all labor, tools, equipment, machinery and materials necessary in the prosecution and completion of this contract where it is not otherwise specifically provided that Owner shall furnish same, and it is also understood that Owner shall not be held responsible for the care, preservation, conservation, or protection of any materials, tools, equipment or machinery or any part of the Work until it is finally completed and accepted.

23. PROPERTY AND BOUNDARY

Parks & Owner Facilities; When the property to be maintained is bound by a street, the scope of maintenance will extend into roadway a minimum of six (6) inches from lip of street gutter, if the boundary is an alley, maintenance will consist of a minimum of ½ (one-half) of alley, each

maintained on schedule with the remainder of the site. When the area is bound by anything other than a street or alley, the physical property line will serve as the project boundary.
Right-of-way sites; curbed areas with adjacent sidewalks shall be maintained through the sidewalk street-ward to back of curb and ending six (6) inches beyond the lip of gutter. In areas where the linear sidewalk or right-of-way landmarks are interrupted or divided up, the maintenance areas shall remain consistent and uniform from these boundaries street-ward to the curb. Median and traffic islands shall be maintained in their entirety including maintenance street-ward to either side from a point six (6) inches beyond the lip of gutter or to the edge of roadway on non-curbed medians or traffic islands. Non-curbed streets shall be maintained from the roadway to the centerline of the drainage channel. Maintenance at intersections shall include a visibility triangle ten feet wide by thirty feet from either side of the mid-point of the curb's radius.
Aerial maps of the parks and parks properties are available for viewing highlighting the boundaries. Copies can be obtained by request at the pre-bid meeting or by contacting the Parks Department at 775-2687. Contractor should allow a +/- 10% variance in determining overall size. Contractors are encouraged to view these maps as well as conduct a personal site visit. "DISCLAIMER"-CITY OF LUBBOCK: These maps were created using data obtained from various sources, and created exclusively for the internal use of the City of Lubbock. Portions of the information may be incorrect or not current. Any person or entity who relies on any information obtained from these maps does so at their own risk. Neither the City of Lubbock, TX, nor any agency, officer, nor employee of the City of Lubbock, Texas, warrants the accuracy,
Reliability, or timeliness of such information.

THIS PUBLICATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESSFOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE CITY OF LUBBOCK SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RELATED TO THE USE OF THIS PUBLICATION, EVEN IF THE CITY OF LUBBOCK IS ADVISED OF SUCH DAMAGE."

24. TERMINATION OF CONTRACT
This contract shall remain in effect until the expiration date, performance of services ordered, or termination of either party with a thirty (30) day written notice by either party prior to any cancellation. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.
25. DEFECTS AND THEIR REMEDIES
It is expressly agreed that if the Work or any part thereof, or any material brought on the site of the Work for use in the Work or selected for the same, shall be deemed by the Owner or Owner's Representative as unsuitable or not in conformity with plans, Specifications and/or contract documents, the Contractor shall, after receipt of written notice thereof from the Owner's Representative, forthwith remove such material and rebuild or otherwise remedy such Work so that it shall be in full accordance with the contract documents. It is further agreed that any remedial action contemplated as hereinabove set forth shall be at Contractor's expense.
26. CHANGES AND ALTERATIONS
The Contractor further agrees that the Owner may make such changes and alterations as the Owner may see fit for the Work herein contemplated, or any part thereof, either before, during, or after the beginning of the mowing Cycles, without affecting the validity of this contract.
If such changes or alterations diminish the quantity of the Work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the Work that may be dispensed with. If they increase the amount of Work, and the increased Work can fairly be classified under the Specifications, such increase shall be paid according to the Work actually done and at the Unit Price established for such Work under this contract; otherwise such additional Work shall be paid

for as provided under Extra Work. In case the Owner shall make such changes or alterations as shall make useless any Work already done or material already furnished or used in said Work, then the Owner shall recompense the Contractor for any material or labor so used, and for actual expenses incurred in preparation for the Work as originally planned.

27. EXTRA WORK

The term "Extra Work" as used in this contract shall be understood to mean and include all Work that may be required by the Owner or Owner's Representative to be done by the Contractor to accomplish any change, alteration or addition to the Work as shown on the plans and Specifications or contract documents and not covered by Contractor's bid, except as provided under Changes and Alterations herein.

It is agreed that the Contractor shall perform all Extra Work under the direction of the Owner's Representative when presented with a written work order signed by the Owner's Representative; subject, however, to the right of the Contractor to require written confirmation of such Extra Work order by the Owner. It is also agreed that the compensation to be paid to the Contractor for performing said Extra Work shall be determined by the following methods:

Method (A)	-	By agreed Unit Prices; or
Method (B)	-	By agreed Lump Sum; or
Method (C)	-	If neither Method (A) or Method (B) be agreed upon before the Extra Work is commenced, then the Contractor shall be paid the lesser of the following: (1) actual field cost of the Extra Work, plus fifteen (15%) percent; or (2) the amount that would have been charged by a reasonable and prudent Contractor as a reasonable and necessary cost for performance of the Extra Work.

In the event said Extra Work be performed and paid for under Method (C)(1), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost of all workers, such as foremen, timekeepers, mechanics and laborers, materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred, together with all expenses incurred directly on account of such Extra Work, including Social Security, Old Age Benefits, Maintenance Bonds, Public Liability and Property Damage and Workers' Compensation and all other insurances as may be required by law or ordinances or directed by the Owner or Owner's Representative, or by them agreed to. Owner's Representative may direct the form in which accounts of the actual field cost shall be kept and records of these accounts shall be made available to the Owner's Representative. The Owner's Representative may also specify in writing, before the Work commences, the method of doing the Work and the type and kind of machinery and equipment to be used; otherwise, these matters shall be determined by the Contractor. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using 100%, unless otherwise specified, of the latest Schedule of Equipment and Ownership Expenses adopted by the Associated General Contractors of America. Where practical, the terms and prices for the use of machinery and equipment shall be incorporated in the written Extra Work order. The fifteen percent (15%) of the actual field cost to be paid to Contractor shall cover and compensate Contractor for its profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the actual field cost as herein defined, save that where the Contractor's Camp or Field Office must be maintained primarily on account of such Extra Work, then the cost to maintain and operate the same shall be included in the "actual field cost."

No claim for Extra Work of any kind will be allowed unless ordered in writing by Owner's Representative. In case any orders or instructions appear to the Contractor to involve Extra Work for which Contractor should receive compensation or an adjustment in the construction time, Contractor shall prior to commencement of such Extra Work, make written request to the Owner's Representative for a written order authorizing such Extra Work. Should a difference of opinion

arise as to what does or does not constitute Extra Work or as to the payment therefore, and the Owner's Representative insists upon its performance, the Contractor shall proceed with the Work after making written request for written order and shall keep adequate and accurate account of the actual field cost thereof, as provided under Method (C) (1). If Contractor does not notify Owner's Representative before the commencement of any Extra Work, any claim for payment due to alleged Extra Work shall be deemed waived.

28. UNAUTHORIZED WORK

All Work and/or materials which do not conform to the contract and Specifications, and Work done contrary to written instructions of the Owner's Representative or Agent(s) shall be done at the expense of the Contractor. The Contractor may be ordered to remove or remedy such Work at its own expense. If Contractor damages adjacent property, the Contractor shall remedy such property at its own expense.

29. DISCREPANCIES AND OMISSIONS

It is further agreed that it is the intent of the contract documents that all Work described in the bid, the Specifications, plans and other contract documents, is to be done for the prices quoted by the Contractor and that such price shall include all appurtenances necessary to complete the Work in accordance with the intent of these contract documents as interpreted by Owner's Representative. **Notices of any discrepancies or omissions in these plans, Specifications, or contract documents, shall be given to the Owners' Representative and a clarification obtained before the bids are received, and if no such notice is received by the Owner's Representative prior to the opening of bids, then it shall be deemed that the Contractor fully understands the Work to be included and has provided sufficient sums in its bid to complete the Work in accordance with these plans and Specifications. If Contractor does not notify Owner's Representative before bidding of any discrepancies or omissions, then it shall be deemed for all purposes that the plans and Specifications are sufficient and adequate for completion of the project. It is further agreed that any request for clarification must be submitted no later than five (5) calendar days prior to the opening of bids.**

30. RIGHT OF OWNER TO MODIFY METHODS AND EQUIPMENT

If at any time the methods or equipment used by the Contractor are found to be inadequate to secure the quality of Work with the rate of progress required under this contract, the Owner, Owner's Representative, or Agent(s) may order the Contractor verbally or in writing to increase their safety or improve their character and efficiency and the Contractor shall comply with such order.

If, at any time, the working force of the Contractor is inadequate for securing the progress herein specified, the Contractor shall, if so ordered verbally or in writing, increase its force or equipment, or both, to such an extent as to give reasonable assurance of compliance with the schedule of progress.

31. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC AND GENERAL INDEMNITY

The Contractor shall take out and procure a policy or policies of Workers' Compensation Insurance with an insurance company licensed to transact business in the State of Texas, which policy shall comply with the Workers' Compensation laws of the State of Texas. The Contractor shall at all times exercise reasonable precaution for the safety of employees and others on or near the Work and shall comply with all applicable provisions of federal, state and municipal laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of Associated General Contractors of America, except where incompatible with federal, state or municipal laws or regulations. The Contractor, its sureties and insurance carriers shall defend, indemnify and hold harmless the Owner and all of its officers, agents and employees against any all losses, costs, damages, expenses, liabilities, claims and/or causes of action, whether known or unknown, fixed, actual, accrued or contingent, liquidated or un-liquidated, including, but not limited to, attorneys' fees and expenses, in connection with, incident to, related to, or arising out of, the Contractor's or any subcontractor's, agent's or employee's, in any manner whatsoever, omission, execution and/or supervision of this contract, and the project which is the subject matter of this contract.

The safety precautions taken shall be the sole responsibility of the Contractor, in its sole discretion as an Independent Contractor; inclusion of this paragraph in the Agreement, as well as any notice which may be given by the Owners or the Owner's Representative concerning omissions under this paragraph as the Work progresses, are intended as reminders to the Contractor of its duty and shall not be construed as any assumption of duty to supervise safety precautions by either the Contractor or any of its subcontractors.

32. CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract until he has obtained all insurance as required in the General Conditions of the contract documents, from an underwriter authorized to do business in the State of Texas and satisfactory to the City. Proof of coverage shall be furnished to the City and written notice of cancellation or any material change shall be provided ten (10) calendar days in advance of cancellation or change. All policies of insurance, required herein, including policies of insurance required to be provided by Contractor and its subcontractors, shall contain a waiver of any and all of the insurer's or payor's, in the event of self-insurance, rights to subrogation that any such insurer or payor, in the event of self-insurance, may acquire by virtue of payment of any loss under such insurance or self-insurance. All certificates of insurance submitted to the City in conformity with the provisions hereof shall establish such waiver.

The Contractor shall procure and carry at its sole cost and expense through the life of this contract, insurance protection as hereinafter specified. Coverage in excess of that specified herein also shall be acceptable. Such insurance shall be carried with an insurance company authorized to transact business in the State of Texas and shall cover all operations in connection with this contract, whether performed by the Contractor or a subcontractor, or separate policies shall be provided covering the operation of each subcontractor. A certificate of insurance specifying each and all coverage's shall be submitted prior to contract execution.

PROOF OF COVERAGE SHALL BE FURNISHED TO THE CITY OF LUBBOCK IN THE FORM OF A CERTIFICATE OF INSURANCE. THE INSURANCE CERTIFICATES FURNISHED SHALL NAME THE CITY OF LUBBOCK AS ADDITIONAL INSURED ON AUTO/GENERAL LIABILITY ON A PRIMARY AND NON-CONTRIBUTORY BASIS TO INCLUDE PRODUCTS OF COMPLETE OPERATIONS. PROVIDE A WAIVER OF SUBROGATION IN FAVOR OF THE CITY OF LUBBOCK, OR IN THE ALTERNATIVE, SHALL BE ACCOMPANIED BY A STATEMENT FROM THE CONTRACTOR TO THE EFFECT THAT NO WORK ON THIS PARTICULAR PROJECT SHALL BE SUBCONTRACTED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE TO THE OWNER ALL PROOF OF COVERAGE INSURANCE DOCUMENTS INCLUDING WORKERS COMPENSATION COVERAGE FOR EACH SUBCONTRACTOR. COPIES OF THE ENDORSEMENTS ARE REQUIRED.

A. Commercial General Liability Insurance
(Primary Additional Insured and Waiver of Subrogation required)

The contractor shall have Comprehensive General Liability Insurance with limits of **$500,000** Combined Single Limit in the aggregate and per occurrence to include:

Products –Comp/Op AGG
Personal & Adv. Injury
Contractual Liability

B. Owner's and Contractor's Protective Liability Insurance. – **NOT REQUIRED**

C. Comprehensive Automobile Liability Insurance (Waiver of Subrogation Required)

The Contractor shall have Comprehensive Automobile Liability Insurance with limits of not less than; Bodily Injury/Property Damage, **$500,000** Combined Single Limit, Any Auto.

D. Builder's Risk Insurance/Installation Floater Insurance - **NOT REQUIRED.**

E. Umbrella Liability Insurance - **NOT REQUIRED.**

F. Worker's Compensation or Occupational Medical and Disability (Waiver of Subrogation required)

Worker's Compensation Insurance covering all employees whether employed by the Contractor or any Subcontractor on the job in the Statutory Amounts.

G. The City of Lubbock shall be named as additional insured on Auto/General Liability on a primary & non-contributory basis, with a waiver of subrogation in favor of the City of Lubbock on all coverages.

1. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in Section _406.096, Texas Labor Code) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

3. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the

coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

5. The Contractor shall obtain from each person providing services on the project, and provide to the governmental entity:

   (a) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity shall have on file certificates of coverage showing coverage for all persons providing services on the project; and

   (b) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

7. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9. The Contractor shall contractually require each person with whom it contracts to provide services on the project, to:

   (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

   (b) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

   (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

   (d) obtain from each other person with whom it contracts, and provide to the Contractor:

      (1) a certificate of coverage, prior to the other person beginning work on the project; and

(2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(e) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(f) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(g) contractually require each person with whom it contracts to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who shall provide services on the project shall be covered by worker's compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

G. Proof of Coverage

Before work on this contract is commenced, each Contractor and subcontractor shall submit to the Owner for approval five Certificates of Insurance covering each insurance policy carried and offered as evidence of compliance with the above insurance requirements, signed by an authorized representative of the insurance company setting forth:

(1) The name and address of the insured.

(2) The location of the operations to which the insurance applies.

(3) The name of the policy and type or types of insurance in force thereunder on the date borne by such certificate.

(4) The expiration date of the policy and the limit or limits of liability thereunder on the date borne by such certificate.

(5) A provision that the policy may be canceled only by mailing written notice to the named insured at the address shown in the bid specifications.

(6) A provision that written notice shall be given to the City ten days prior to any change in or cancellation of the policies shown on the certificate.

(7) The certificate or certificates shall be on the form (or identical copies thereof) contained in the job specifications. No substitute of nor amendment thereto will be acceptable.

(8) If policy limits are paid, new policy must be secured for new coverage to complete project.

(9) A Contractor shall:

(a) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filling of any coverage agreements;

(b) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;

(c) provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project;

(d) obtain from each person providing services on a project, and provide to the governmental entity:

(i) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(ii) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(e) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(f) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;

(g) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Texas Worker's Compensation Act or other commission rules. This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the commission on the sample notice, without any additional words or changes:

REQUIRED WORKERS' COMPENSATION COVERAGE

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation

or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 800-372-7713 or 512-804-4000 (www.tdi.state.tx.us) to receive information of the legal requirements for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage;" *and*

(h) contractually require each person with whom it contracts to provide services on a project, to:

(i) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;

(ii) provide a certificate of coverage to the Contractor prior to that person beginning work on the project;

(iii) include in all contracts to provide services on the project the following language:

> **"By signing this contract or providing or causing to be provided a certificate of coverage, the person signing this contract is representing to the governmental entity that all employees of the person signing this contract who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reprinting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.";**

(iv) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(v) obtain from each other person with whom it contracts, and provide to the Contractor:

(1) a certificate of coverage, prior to the other person beginning work on the project; and

(2) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if

the coverage period shown on the current certificate of coverage ends during the duration of the project;

(vi) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(vii) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(viii) contractually require each other person with whom it contracts, to perform as required by paragraphs **(i)-(viii)**, with the certificate of coverage to be provided to the person for whom they are providing services.

33. DISABLED EMPLOYEES
Contractors having more than fifteen (15) employees agree to comply with the Americans with Disabilities Act of 1990, and agree not to discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment.

34. PROTECTION AGAINST CLAIMS OF SUBCONTRACTORS, LABORERS, MATERIALMEN, AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES
Without limiting, in any way, manner or form, the indemnity provided by Contractor in Item #31- *Protection Against Accident to Employee and Public and General Indemnity*, the Contractor agrees that it will indemnify and save the Owner and all of its officers, elected officials, agents, representatives and employees, harmless against any and all claims, liabilities, losses, damages, expenses and causes of action arising out of, in any way, manner or form, the demands of subcontractors, laborers, workers, mechanics, material men and furnishers of machinery and parts thereof, equipment, power tools, and supplies, incurred in the performance of this contract and the project which is the subject matter of this contract. When Owner so desires, the Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

35. PROTECTION AGAINST ROYALTIES OR PATENT INVENTION
The Contractor shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with the Patentee or owner thereof. Without limiting, in any way, manner or form, the indemnity provided by Contractor in Item #31 *Protection Against Accident to Employee and Public and General Indemnity* hereof, the Contractor shall defend all suits or claims for infringement of any patent or copyrights and shall indemnify and save the Owner, and all of its officers, elected officials, agents, representatives and employees harmless from any loss on account thereof, except that Owner shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process or the product of a particular manufacturer or manufacturers is specified or required in these contract documents by Owner; provided, however, if choice of alternate design, device, material or process is allowed to the Contractor, then Contractor shall indemnify and save Owner, and all of its officers, elected officials, agents, representatives and employees harmless from any loss on account thereof. Notwithstanding anything herein to the contrary, if the material or process specified or required by Owner and/or this contract is an infringement, the Contractor shall be responsible for such loss unless it gives written notice of such infringement to the Owner's Representative prior to bidding.

36. LAWS AND ORDINANCES
The Contractor shall at all times observe and comply with all federal, state and local laws, ordinances and regulations, which in any manner affect the contract or the Work, and without limiting, in any way, manner or form, the indemnity provided by Contractor in Item #31 *Protection*

Against Accident to Employee and Public and General Indemnity hereof, Contractor shall indemnify and save harmless the Owner, and all of its officers, elected officials, agents, representatives and employees against any claims arising from the violation of any such laws, ordinances, and regulations, whether by the Contractor, its employees, or subcontractors. If the Contractor observes that the plans and Specifications are at variance therewith, he shall notify the Owner's Representative in writing prior to bidding and any necessary changes shall be adjusted as provided in the contract for changes in the Work. In the absence of timely written notification to Owner's Representative of such variance or variances within said time, any objection and/or assertion that the plans and Specifications are at variance with any federal, state or local laws, ordinances or regulations shall be deemed waived. If the Contractor, its employees or subcontractors perform any Work contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner's Representative, Contractor shall bear all costs arising there from. The Owner is a municipal corporation of the State of Texas and the law from which it derives its powers, insofar as the same regulates the objects for which, or the manner in which, or the conditions under which the Owner may enter into contracts, shall be controlling, and shall be considered as part of this contract to the same effect as though embodied herein.

Prior to any application of chemicals, the Contractor shall request, in writing, for approval from the Owner's Representative or Agent(s). If permission is granted, all applications shall be performed through a Licensed Applicator, licensed by the Texas Structural Pest Control Board or Texas Department of Agriculture. Before applications commence, the Contractor shall furnish the Owner's Representative or Agent(s) a list of proposed areas to be treated and chemicals to be used.

37. ADVERTISING

Contractor shall not advertise or publish, without City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper request for information from an authorized representative or the Federal, State or Local Government.

38. SUBCONTRACTING

The Contractor agrees that it will retain personal control and will give its personal attention to the fulfillment of this contract. The Contractor further agrees that subletting of any portion or feature of the Work, or materials required in the performance of this contract, shall not relieve the Contractor from its full obligations to the Owner, as provided by the contract documents.

39. TIME FOR SUBSTANTIAL COMPLETION

It is hereby understood and mutually agreed by and between the Contractor and the Owner, that the date of beginning and time for completion as specified in the contract documents, of Work to be done hereunder are essential conditions of this contract; and it is further mutually understood and agreed that the Work embraced in this contract shall be commenced as provided in the contract documents. It is expressly understood and agreed, by and between Contractor and the Owner, that the time for the substantial completion of the Work described herein is reasonable time for the completion of the same, taking into consideration the average climatic range and conditions and usual industrial conditions prevailing in this locality. The time will be negotiable and agreed upon by and between the Contractor and the Owner.

IT IS FURTHER AGREED AND UNDERSTOOD BETWEEN THE CONTRACTOR AND OWNER THAT TIME IS OF THE ESSENCE OF THIS CONTRACT.

40. TIME AND ORDER OF COMPLETION

It is the meaning and intent of this contract, unless otherwise herein specifically provided, that the Contractor shall be allowed to prosecute its Work at such time and sessions, in such order of precedence, and in such manner as shall be most conductive to economy of scheduling; provided, however, that the order and time of prosecution shall be such that the Work shall be substantially completed as a whole and in part, in accordance with this contract, the plans and Specifications, and within the time of completion designated in the bid; provided, also, that when the Owner is having other Work done, either by contract or by its own force, the Owner's Representative may direct the time and manner of scheduling Work done under this contract so that conflicts will be avoided and the mowing of the various Works being done for the Owner shall be harmonized. All

required unit work which includes mowing, edging, trim mowing, string trimming, and sweeping shall be 100% complete before commencing to another mowing site.

The Contractor shall submit mowing schedules as requested by the Owner's Representative or Agent(s) five (5) working days prior to the start of every month. A copy shall be mailed, faxed or e-mailed to the Owner's Representative, Agent(s), and any Park Maintenance department dependent upon the mowing schedules. Mowing properties shall be mowed in the order they are listed on the monthly schedule with dates at which the Contractor will start the Units of Work and estimated dates of completion of the Units of Work unless prior notice is given before the start of the working day (6:00 AM).

41. TIME OF PERFORMANCE

The Contractor agrees that it has submitted its bid in full recognition of the time required for the completion of this project, taking into consideration the average climatic range and industrial conditions prevailing in this locality, and has considered the liquidated damage provisions of Item #39 – *Time for Substantial Completion* hereinabove set forth and expressly agrees that it shall not be entitled to, nor will it request, an extension of time on this contract, except when its Work has been delayed by an act or neglect of the Owner, Owner's Representative, employees of the Owner or other Contractors employed by the Owner, or by changes ordered in the Work, or by strike, walkouts, acts of God or the public enemy, fire or flood. Work on weekends and holidays and shall be at the discretion of the Contractor. Should the Contractor find it necessary to Work during this time, written notice of his intention to do so shall be given to the Owner's Representative and Agent(s) at least twenty-four (24) hours prior to doing so. The City reserves the right to deny such Work that interferes with heavy park usage or special events. All Work is schedule driven; therefore, the Contractor's Work force and equipment needs shall vary throughout the contract's time period. The normal Work schedule shall fall within the time frame of Monday through Friday 6:00 a.m. to 5:00 p.m.

A failure by Owner's Representative to affirmatively grant the extension no later than twenty-four (24) hours of written submission by Contractor shall be deemed a denial, and final. Further, in the absence of timely written notification of such delay and request for extension, as provided herein, any request for extension by Contractor shall be deemed waived.

42. HINDRANCE AND DELAYS

In executing the contract, the Contractor agrees that in undertaking to complete the Work within the time herein fixed, Contractor has taken into consideration and made allowances for all hindrances and delays incident to such Work, whether growing out of delays due to unusual and unanticipated circumstances, difficulties or delays in securing material or workers, or any other cause or occurrence. No charge shall be made by the Contractor for hindrance or delays from any cause during the progress of any part of the Work embraced in this contract except where the Work is stopped by order of the Owner, Owner's Representative or Agent(s) for the Owner's convenience, in which event, such expense as in the sole judgment of the Owner's Representative that is caused by such stoppage shall be paid by Owner to Contractor.

43. QUANTITIES AND MEASUREMENTS

No extra or customary measurements of any kind will be allowed, but the actual measured or computed length, area, solid contents, number and weight only shall be considered, unless otherwise specifically provided. In the event this contract is let on a Unit Price basis, then Owner and Contractor agree that this contract, including the Specifications, plans and other contract documents are intended to show clearly all Work to be done and material to be furnished hereunder. Where the estimated quantities are shown, and only when same are expressly stated to be estimates, for the various classes of Work to be done and material to be furnished under this contract, they are approximate and are to be used only as a basis for estimating the probable cost of the Work and for comparing their bids offered for the Work. In the event the amount of Work to be done and materials to be furnished are expressly stated to be estimated, and only when same are expressly stated to be estimated, it is understood and agreed that the actual amount of Work to be done and the materials to be furnished under this contract may differ somewhat from these estimates, and

that where the basis for payment under this contract is the Unit Price method, payment shall be for the actual amount of Work done and materials furnished on the project.

44. PROTECTION OF ADJOINING PROPERTY

The Contractor shall take proper means to protect the adjacent or adjoining property or properties in any way encountered, which may be injured or seriously affected by any process of construction to be undertaken under this agreement, from any damage or injury by reason of said process of construction; and Contractor shall be liable for any and all claims for such damage on account of his failure to fully protect all adjacent property. Without limiting, in any way, manner and form, the indemnity provided by Contractor in Item #31– *Protection Against Accidents to Employees and the Public and General Indemnity* hereof, the Contractor agrees to indemnify, save and hold harmless the Owner, and any of its officers, agents and employees, against any and all claims or damages due to any injury to any adjacent or adjoining property, related to, arising from or growing out of the performance of this contract. The Contractor shall use every precaution necessary to prevent damage to

trees, shrubs, above and below ground structures, utilities and any other form of property. Should damage occur, it is the Contractor's responsibility to report the damage to the Owner's Representative or Agent(s) as soon as possible but not exceeding twenty-four (24) hours from the time damage occurred. If damage occurs as a result of Contractor's actions, the Contractor shall be held responsible to repair or replace the damaged property at its own expense. Time required to repair damaged property shall be expedient and to the approval of the Owner's Representative or Agent(s). If the damage is not repaired in the agreed upon time period, the City may after forty-eight (48) hours' notice from the Owner's Representative, proceed to repair the damage. The Contractor shall be held financially responsible for the repair Work and the cost shall be deducted from the Contractor's payment.

45. PRICE FOR WORK

In consideration of the furnishing of all necessary labor, equipment and material and the completion of all Work by the Contractor, and on the delivery of all materials embraced in this contract in full conformity with the Specifications and stipulations herein contained, the Owner agrees to pay the Contractor the price set forth in the bid proposal attached hereto, which has been made a part of this contract, and the Contractor hereby agrees to receive such price in full for furnishing all materials and all labor required for the aforesaid Work, also, for all expenses incurred by Contractor and for well and truly performing the same and the whole thereof in the manner and according to this agreement, the attached Specifications, plans, contract documents and requirements of Owner's Representative.

46. PAYMENTS

No payments made or certificates given shall be considered as conclusive evidence of the performance of the contract, either wholly or in part, nor shall any certificate or payment be considered as acceptance of defective Work. Contractor shall at any time requested during the progress of the Work furnish the Owner or Owner's Representative with a verifying certificate showing the Contractor's total outstanding indebtedness in connection with the Work. Before final payment is made, Contractor shall satisfy Owner, by affidavit or otherwise, that there are no outstanding liens against Owner's premises by reason of any Work under the contract. Acceptance by Contractor of final payment of the contract price shall constitute a waiver of all claims against Owner, Owner's agents and employees, who have not theretofore been timely filed as provided in this contract. The Contractor shall receive compensation provided for in the contract on a per Cycle basis for each Unit site. In the case of the Grounds Maintenance Contract, payment shall be determined by services rendered. Payment shall be made at the end of each month for services rendered for each completed Unit within a maintenance group. Payment shall be determined by the form included in this package as Index #10 and approved by the Owner's Representative or Agent(s).

47. PAYMENT WITHHELD

In addition to express provisions elsewhere contained in the contract, the Owner or Owner's Representative may withhold from any payment otherwise due the Contractor such amount as

determined necessary to protect the Owner's interest, or, if it so elects, may withhold or retain all or a portion of any progress payment or refund payment on account of

47.1 Unsatisfactory progress of the Work not caused by condition beyond the Contractor's control;
47.2 Defective Work not corrected;
47.3 Contractor's failures to carry out instructions or orders of the City or his (its) representatives;
47.4 A reasonable doubt that the contract can be completed for the balance then unpaid;
47.5 Execution of Work not in accordance with the contract documents;
47.6 Claim filed by or against the Contractor or reasonable evidence indicating probable filing of claims;
47.7 Failure of the Contractor to make payments to subcontractor for material or labor;
47.8 Damage to another Contractor;
47.9 Unsafe working conditions allowed persisting by the Contractor;
47.10 Failure of the Contractor to provide work schedules as required by the City;
47.11 Use of subcontractors without City's approval.

When the above grounds are removed, payment shall be made for amounts withheld because of them, and City shall never be liable for interest on any delayed or late payment.

48. CONTRACTOR DEFAULT OWNER'S RIGHT TO SUSPEND WORK AND ANNUAL CONTRACT

The Work or any portion of the Work under contract shall be suspended immediately on written order of the Owner declaring the Contractor to be in default. The contract may be annulled by the Owner for any good cause or causes, among others of which special reference is made to the following:

48.1 Failure of the Contractor to start Work within ten (10) days from date specified in the written work order issued by the City to begin the work;
48.2 Substantial evidences that the progress of the Work being made by the Contractor is insufficient to complete the Work within the specified working time;
48.3 Failure of the Contractor to provide sufficient and proper equipment, materials or construction forces or properly executing the Work;
48.4 Substantial evidence that the Contractor has abandoned the Work or discontinuance of the performance of the Work or any part thereof and failure to resume performance within a reasonable time after notice to do so;
48.5 Substantial evidences that the Contractor has become insolvent or bankrupt, or otherwise financially unable to carry on the Work;
48.6 Deliberate failure on the part of the Contractor to observe any requirements of these Specifications or to comply with any orders given by the City as provided for in these Specifications;
48.7 Failure of the Contractor to promptly make good any defects in the Work, the correction of which has been directed in writing by the City;
48.8 Substantial evidence of collusion for the purpose of illegally procuring a contract or perpetrating fraud on the City in the construction of Work under contract;
48.9 Repeated violations of safe working procedures;

When the Work is suspended for any of the causes itemized above, or for any other cause or causes, the Contractor shall discontinue the Work or such part thereof as the City designates.

49. FINAL INSPECTION

Final Inspection of the site shall take place by the Owner's Representative or Agent(s) as soon as possible after the completion of the Unit(s). If the project (s) is completed in Cycles, the project

(s) shall be inspected after each Unit(s) by the Agent(s). The Contractor shall be allowed to be present at the examination. If the inspection reveals any defective Work, the Owner's Representative or Agent(s) may require the Call Back Work to be remedied before final acceptance is granted. All said remedies shall be at the expense of the Contractor.

50. SPECIAL EVENTS

The Contractor shall schedule Work to enhance public use and restrict conflict with scheduled events. Special event schedules will be submitted to the Contractor by the Owner's Representative or his Agent(s) to arrange for mowing schedule adjustments as may be required. The Owner's Representative or his Agent(s) will attempt to notify the Contractor forty-eight hours prior to an event that requires mowing schedule adjustments.

51. CLAIM OR DISPUTED WORK

It is further agreed by both parties hereto that all questions of dispute or adjustment presented by the Contractor shall be in writing and filed with the Owner's Representative within seven (7) calendar days after the Owner's Representative has given any direction, order or instruction to which the Contractor desires to take exception. Timely written notice of dispute as provided in this contract of any decision by Owner's Representative or Owner shall be a condition precedent to the bringing and/or assertion of any action or claim by Contractor of any right under this Contract. If the matters set forth in the notice of dispute are not granted or otherwise responded to by Owner's Representative within seven (7) calendar days of receipt of notice of dispute by Owner's Representative, said objections shall be deemed denied. Any decision by the Owner's Representative, or deemed denial by the Owner's Representative, shall be final and conclusive in the absence of fraud. It is further agreed that the acceptance by the Contractor of the final payment shall be a bar to any and all claims of the Contractor, and constitute a waiver of the right to assert any claim against Owner, Owner's agents and employees and Owner's Representative, by Contractor.

If the Contractor is of the opinion that (a) the Work necessary or required to accomplish the result intended by this contract; or (b) any Work ordered to be done as contract Work by the City is Extra Work or additional Work and not contract Work; or (c) any determination or order of the Owner violates the terms and provisions of this contract, the Contractor shall promptly, either before proceeding with such Work or complying with such order or determination, notify the Owner in writing of his (its) contentions with respect thereto and request a final determination thereof. If the Owner determines that the Work in question is Extra Work and not contract Work, or the determination or order complained of required performance by the Contractor beyond that required by the contract or violates the terms and provisions for the contract, thereupon the Owner shall cause either (a) the issuance of a written order covering the Extra Work as provided for in paragraph 1 of Item #27-*Extra Work* hereof, or (b) the determination or order complained of be rescinded or so modified so as to not require performance beyond that required by the terms and provisions of the contract. Such determination of the Owner shall be given in writing to the Contractor.

If the Owner determines that the Work in question is contract Work and not, Extra Work, or that the determination or order complained of does not require performance by the Contractor beyond that required by the contract or violate the terms and provisions of the contract, he shall direct the Contractor to proceed, and the Contractor must promptly comply. In order to reserve his (its) right to claim compensation for such Work resulting from such compliance, the Contractor must, within seven (7) calendar days after receiving the Owner's determination and direction, notify the Owner in writing that the Work is being performed, or that the determination and direction is being complied with, under protest.

If the Contractor fails to so appeal to the Owner for a determination or, having so appealed, should the Contractor thus fail to notify the Owner in writing of his (its) protest, the Contractor shall be deemed to have waived any claim for extra compensation or damages therefore. No oral appeals or oral protests, no matter to whom made shall be deemed even substantial compliance with the provisions of this item.

In addition to the foregoing requirement, the Contractor shall, upon notice from the Owner, produce for examination and audit at the Contractor' office, by the representatives of the Owner, all his (its) books and records showing all of his (its) acts and transactions in connection with contractual performance as well as relating to or arising by reason of the matter in dispute. At such examination a duly authorized representative of the Contractor may be present.

Unless the aforesaid requirements and conditions shall have been complied with the Contract, the Owner shall be released from all claims arising under, relating to or by reason of this contract, except for the sums to be due under the payment provision or this contract. It is further stipulated and agreed that no conduct on the part of the Owner or any agent or employee of the Owner shall even be construed as a waiver of the requirements of this section, which such requirements constitute an absolute condition precedent to any approval or any claim for extra compensation, notwithstanding any other provisions of the contract documents; and in any action against the Owner to recover any sum in excess of the contract amount the Contractor must allege and prove strict compliance with the provisions of this section.

In connection with the examination provided for herein, the Owner, upon demand therefore, shall also produce for inspection by the Contractor such records as the Owner may have with respect to such disputed Work or Work performed under protest pursuant to order of the Owner, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the Contractor's claim.

52. NON-COMPLIANCE AND/OR ABANDONMENT BY CONTRACTOR

In case the Contractor should (1) abandon and fail or refuse to resume Work within two calendar days after written notification from the Owner or the Owner's Representative, or (2) if the Contractor fails to comply with the written orders of the Owner's Representative, when such orders are consistent with this contract.

In the event the Contractor should fail to commence compliance with the notice hereinbefore provided within two calendar days after service of such notice, and/or shall fail to proceed with diligence to complete the project as contemplated and in compliance with all terms and provisions of the contract documents, then the Owner may exercise any and all remedies available to it pursuant to law, contract, equity or otherwise, including, but not limited to, providing for completion of the Work in either of the following elective manners:

(a) The Owner may employ such force of men and use of machinery, equipment, tools, materials and supplies as said Owner may deem necessary to complete the Work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said Contractor, and the expense so charged shall be deducted and paid by the Owner out of such moneys as may be due, or that may thereafter at any time become due to the Contractor under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the Contractor, then said Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said Contractor, then the Contractor shall pay the amount of such excess to the Owner; or

(b) The Owner, under sealed bids, after notice published as required by law, at least twice in a newspaper having a general circulation in the County of location of the Work, may let the contract for the completion of the Work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost to the Owner under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the Contractor. Should the cost to complete any such new contract prove to be less than that which would have been the cost to complete the Work under this contract, the Contractor shall be credited therewith.

In the event the Owner's Representative elects to complete the Work, as described above, when the Work shall have been finally completed, the Contractor shall be so notified and certification of completion as provided in Item #46-*Payments* hereinabove set forth, shall be issued. A complete itemized statement of the contract accounts, certified to by Owner's Representative as being correct shall then be prepared and delivered to Contractor, if applicable, where on the Contractor, or the Owner as the case may be, shall pay the balance due as reflected by said statement within 30 days after the date of certification of completion.

In the event the statement of accounts shows that the cost to complete the Work is less than that which would have been the cost to the Owner had the Work been completed by the Contractor under the terms of this contract, or when the Contractor, if applicable, shall pay the balance shown to be due by them to the Owner, then all machinery, equipment, tools, materials or supplies left on the site of the Work shall be turned over to the Contractor, if applicable. Should the cost to complete the Work exceed the contract price, and the Contractor, if applicable, fail to pay the amount due the Owner within the time designated hereinabove, and there remains any machinery, equipment, tools, materials or supplies on the site of the Work, notice thereof, together with an itemized list of such equipment and materials shall be mailed to the Contractor, if applicable, at the respective addresses designated in this contract; provided, however, that actual written notice given in any manner will satisfy this condition. After mailing or other giving of such notice, such property shall be held at the risk of the Contractor, if applicable, subject only to the duty of the Owner to exercise ordinary care to protect such property.

The remedies provided to Owner by law, equity, contract, or otherwise, shall be cumulative, to the extent permitted by law. It is expressly agreed and understood that the exercise by Owner of the remedies provided in this paragraph shall not constitute an election of remedies on the part of Owner, and Owner, irrespective of its exercise of remedies hereunder, shall be entitled to exercise concurrently or otherwise, any and all other remedies available to it, by law, equity, contract or otherwise, including but not limited to, liquidated damages, as provided in Item #38-*Time for Substantial Completion*, hereinabove set forth.

53. LIMITATION ON CONTRACTOR'S REMEDY

The remedies of Contractor hereunder shall be limited to, and Owner shall be liable only for, Work actually performed by Contractor and/or its subcontractors as set forth in the contract documents, and Owner shall not be liable for any consequential, punitive or indirect loss or damage that Contractor may suffer in connection with the project which is the subject matter of this contract.

54. MAINTAINING WORK SCHEDULES

It will be the Contractor's responsibility to perform litter control when the mowing schedule is deviated due to problems not weather related or when Work is requested after regular business hours, holidays, or on weekends.

55. SPECIAL CONDITIONS

In the event special conditions are contained herein as part of the contract documents and said special conditions conflict with any of the general conditions contained in this contract, then in such event the special conditions shall control.

56. LOSS OR EXPENSE DUE TO UNUSUAL OR UNANTICIPATED CIRCUMSTANCES

Unless otherwise specified herein, all loss, expense or damage to the Contractor arising out of the nature of the Work to be done, or from the action of the elements, or from any unforeseen circumstance or from unusual obstructions or difficulties, naturally occurring, man-made or otherwise, which may be encountered in the prosecution of the Work, shall be sustained and borne by the Contractor at his own cost and expense.

57. INDEPENDENT CONTRACTOR

Contractor is, and shall remain, an independent Contractor with full, complete and exclusive power and authority to direct, supervise, and control its own employees and to determine the method of the performance of the Work covered hereby. The fact that the Owner, Owner's Representative or Agent(s) shall have the right to observe Contractor's Work during Contractor's performance and to carry out the other prerogatives which are expressly reserved to and vested in the Owner, Owner's Representative or Agent(s) hereunder, is not intended to and shall not at any time change or effect

the status of the Contractor as an independent Contractor with respect to either the Owner, Owner's Representative or Agent(s) or to the Contractor's own employees or to any other person, firm, or corporation.

58. NO WAIVER OF RIGHTS OR ESTOPPEL

The City, or any officer or Agent thereof, shall not be precluded at any time, either before or after final completion and acceptance of the Work and final payment therefore from:

57.1 Showing the true and correct amount, Classifications, quality and character of the Work done and materials furnished by the Contractor or any other person under this contract, or from showing at any time that any determination, return, decision, approval, order, letter, payment or certification is untrue and incorrect, or improperly made in any particular, or that the Work or the materials or any parts thereof, do not in fact conform to the contact requirements; and

57.2 Demanding the recovery from the Contractor of any overpayments made to him, or such damages as the City may sustain by reason of the Contractor's failure to perform each and every part of this contract in strict accordance with its terms or both.

58. HAZARDOUS SUBSTANCES AND ASBESTOS

Hazardous Substances (herein so called), as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C.S. §9601(14)) and the regulations promulgated there under, as same may be amended from time to time, hydrocarbons or other petroleum products or byproducts and/or asbestos, in any form, shall not (i) be utilized, in any way, manner or form, in the construction of, or incorporation into, the Project; or (ii) be brought upon, placed, or located, by any party, on the Project site, or any other property of the City, without the written consent of the Owner's Representative. If Contractor believes that the utilization of a Hazardous Substance, hydrocarbons or other petroleum products or byproducts and/or asbestos is necessary in the construction of the Project, or that it is necessary to place and/or otherwise locate upon the site of the Project or other property of the City, a Hazardous Substance, hydrocarbons or other petroleum products or byproducts and/or asbestos, Contractor shall notify the Owner's Representative, and request consent there from, at least twenty (20) days prior to such action. Owner's Representative may grant or deny the request of Contractor and provide whatever requirements such consent, if granted, is conditioned upon, in its sole and absolute discretion. If the request of Contractor is not granted, or otherwise not responded to, by Owner's Representative within five (5) days of the receipt of said request, said request shall be deemed to be denied.

In the event Owner's Representative shall consent to the request of Contractor, Contractor shall be responsible for ensuring that all personnel involved in the Project are (i) trained for the level of expertise required for proper performance of the actions contemplated by this Contract and, in particular, in all aspects of handling, storage, disposal and exposure of Hazardous Substances, hydrocarbons or other petroleum products or byproducts and/or asbestos; and (ii) are provided and utilize all protective equipment, including without limitation, personal protective gear, necessary to provide protection from exposure to Hazardous Substances, hydrocarbons or other petroleum products or byproducts and/or asbestos.

59. 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 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 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.

60. SUSPENSION BY COURT ORDER AGAINST CITY

The Contractor shall suspend such part or parts of the Work pursuant to a court order issued against the City and shall not be entitled to additional compensation by virtue of such court order; neither shall the Contractor be liable to the City in the event the Work is suspended by such court order, unless such suspension is due to the fault or negligence of the Contractor.

61. CONTRACT TERM

61.1 The contract shall be for a term of one (1) year, with the option of four (4), one (1) year extensions, said date of term beginning upon formal approval. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.

61.2 After completion of the initial Contract term, these properties will go out to bid with all other parkland properties.

61.3 During the period of the Contract, the Contractor shall provide all the services described in the Contract. The Contractor understands and agrees that this is a requirements Contract and that the City shall have no obligation to the Contractor if no services are required. Any quantities that are included in the bid form and/or specifications reflect the current expectations of the City for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the City is under no obligation to the Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The Contractor further understands and agrees that the City may require services in an amount less than or in excess of the estimated annual Contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the Contract for the quantity actually used.

62. NOTICE TO PROCEED

Notice to Proceed date will be issued at the start of every mowing season. The Contractor shall actively proceed with the Work as agreed and stated on the notice to proceed. Work shall not start until the notice to proceed is issued by the Purchasing and Contract Management department.

63. WEATHER

Weather will affect the progress of ground maintenance at times and Contractor shall recognize this and have a plan of action and/or resources available to proceed in an expedient manner. Should weather conditions alter schedules, the Contractor shall notify the Owner's Representative, Agent(s) and other appropriate Park Maintenance departments such as Environmental Services, before 6:00 AM at the beginning of the next Work day. It is the Contractor's responsibility to provide quality workmanship. If weather conditions prevent such quality, the Contractor shall suspend Work and resume Work as soon as weather allows. If the Owner's Representative or Agent(s) finds that weather conditions are inappropriate for maintaining high quality Work, they may notify the Contractor and suspend Work. The suspension of Work by the Owner's Representative or Agent (s) shall not in any way allow the Contractor to find grounds for adjustments in Contract Time or provide for extra compensation.

64. SPECIFICATION CHANGE

During the term of the Contract, the Owner may change Site Classifications, thereby increasing or decreasing mowing frequencies. Unit pricing will be used to determine cost adjustments. All changes shall be in writing.

Contractor understands and agrees that a Drought Contingency Plan, if enacted by the City of Lubbock, could result in significantly reduced or eliminated irrigation schedules for the properties that are the subject of this agreement, which could, in turn, significantly reduce or eliminate the need for services contemplated under this agreement. In the event said Drought Contingency Plan is enacted, Owner shall promptly notify Contractor of said event, and Contractor hereby agrees thereafter to accept and abide by any revised maintenance schedules and compensation adjustments promulgated by the Owner. This agreement shall constitute the Contractor's consent, granted

prospectively, for a change order to the original contract price as required by TEXAS LOCAL GOVERNMENT CODE, Section 252.048(d).

65. CHANGED CONDITION

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

66. FORCE MAJEURE

In the event either Owner or Contractor is rendered unable in whole or in part by force majeure to carry out any covenant, agreement, obligation or undertaking to be kept or performed by such party under this agreement, other than to make payment of amounts due for Work completed, such covenant, agreement, obligation or undertaking, insofar as the same is affected by such force majeure, will be suspended. The term "force majeure" as employed in this section includes acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, war, blockades, riots, epidemics, earthquakes, explosions, accidents, or repairs to machinery or pipes, the delays of carriers, or inability by reason of governmental regulation to obtain materials, acts of public authorities including but not limited to the effectuation of a Drought Contingency Plan by the City of Lubbock, or other causes, whether or not of the same kind as specifically enumerated, not within the control of the party claiming suspension and which by the exercise of due diligence or the payment of money such party is unable to overcome.

67. SEVERABILITY

If for any reason any provision hereof shall be inoperative, the validity and effect of all other provisions shall not be affected thereby.

68. PRESUMPTION AGAINST SCRIVENER

In case of a dispute as to interpretation of this agreement, each party waives the presumption that this agreement is presumed to be read in favor of the party that did not prepare it.

69. THE CITY RIGHT TO AUDIT

At any time during the term of this Contract and for a period of four (4) years 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 under this Contract. In the event such an audit by the City reveals any errors/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.

70. 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.

INDEX 8
SPECIFICATIONS

MAINTENANCE STANDARDS

1.0 Class A Maintenance Standards

General: Successful Contractor shall actively proceed with the work as agreed and stated on the notice to proceed. Work shall not start until the notice to proceed is issued by the Purchasing and Contract Management department. The decision to end or suspend temporarily the maintenance season shall be made by the Owner's Representative Agent. The Contractor shall be notified of the Owner's decision by letter.

1.1

1.1.1 The areas to be serviced for each site include all right of ways adjoining the site and to the centerline of all alleys adjoining the site, and extending street-ward including the curb and ending six (6) inches beyond lip of gutter. Contractor is responsible for safe and careful operation of mowing equipment around plant material and structures to prevent damage and to prevent clippings from contaminating shrub or color beds, hard surfaces, streets, playgrounds and handicap ramps. If conditions are not conducive to blowing, sweeping and picking up of maintenance debris shall be required for these areas. Blowing of grass clippings or debris out to the street is prohibited.

1.1.2 Contractor shall provide a maintenance schedule to the Parks Department within two days from Notice to Proceed and will notify the Owner's Representative or Agent(s) of any changes in the schedule prior to the schedule change.

1.2 Mowing: Mowing commencement and conclusion shall be at the discretion of the Owner's Representative or Agent(s). Mowing frequency and height shall be determined by turf growth and occur up to once per calendar week, or every seven (7) calendar days, evenly spaced between Cycles. All hard surfaces shall be cleaned after each service. All equipment must be of appropriate size for each site and approved by the Owner's Representative or Agent(s). All required unit work which includes mowing, edging, trim mowing, string trimming, and sweeping shall be 100% complete before commencing to another mowing site. Alternate mowing patterns are required every cycle to avoid turf damage.

1.2.1 TENTATIVE MOWING FREQUENCIES:

January	0	July	4
February	0	August	5
March	1	September	4
April	4	October	2
May	4	November	1
June	4	December	0

1.3 Edging: All sidewalks and curbs shall be edged to a depth of one inch and shall be performed concurrently with mowing operations. String trimmers or curb dressers may not be used for edging. Six (6) to eight inch wide optional chemical edging only on chain link fence lines with Turf on either side of the fence is permitted on Class A Parks. Optional spraying of one (1) foot away from the tree(s) main trunk is also permitted to eliminate tree bark damage.

1.3.1 Street curb and drainage channel edging shall be accomplished concurrently with mowing operations and all debris from this activity shall be removed the same day that the task is performed. Curb dressers may be used for this task

1.4 Trimming: All string trimming must be done to achieve a height uniform with the mowing height. Maintenance of drains and exposed playa lake shorelines due to evaporation or receding of the lake and

mowable areas that retain water shall be the Contractor's responsibility. Trimming must be performed around trees, plant beds, buildings, playground equipment, signs, fences, and any other plants or structures. All play surfaces, hard surfaces, sidewalks, streets, street medians, parking areas, parking lots and drainage channels must be kept free of grass, weeds and debris. This task must be completed the same day the mowing is performed.

2.0 Class B Maintenance Standards

2.1 General: Successful Contractor shall actively proceed with the work as agreed and stated on the notice to proceed. Work shall not start until the notice to proceed is issued by the Purchasing and Contract Management department. The decision to end or suspend temporarily the maintenance season shall be made by the Owner's Representative Agent.
The Contractor shall be notified of the Owner's decision by letter.

2.1.1 The areas to be serviced for each site include all right of ways adjoining the site and to the centerline of all alleys adjoining the site, and extending street-ward including the curb and ending six (6) inches beyond lip of gutter. Contractor is responsible for safe and careful operation of mowing equipment around plant material and structures to prevent damage and to prevent clippings from contaminating shrub or color beds, hard surfaces, streets, playgrounds and handicap ramps. If conditions are not conducive to blowing, sweeping and picking up of maintenance debris shall be required for these areas. Blowing of grass clippings or debris out to the street is prohibited.

2.1.2 Contractor shall provide a maintenance schedule to the Parks Department within two days from Notice to Proceed and will notify the Owner's Representative or Agent(s) of any changes in the schedule prior to the schedule change.

2.2 Mowing: Mowing commencement and conclusion shall be at the discretion of the Owner's Representative or Agent(s). Mowing frequency and height shall be determined by turf growth and occur up to once per calendar week or every seven (7) calendar days, evenly spaced between Cycles. Clippings shall not be bagged, and all hard surfaces shall be cleaned after each service. Clippings at swimming pools inside the fence must be bagged. The mowers shall leave no clumps or windrows of grass. Mowing equipment shall be reel mowers or turf type full flotation rotary mowers equipped with all turf tires and shall be approved by the Owner's Representative or Agent(s). Some specialty sites such as athletic fields, athletic facilities, and municipal facilities shall be mowed on specific times and days and of the week as determined by the Owner's Representative or Agent(s). All required unit work which includes mowing, edging, trim mowing, string trimming, and sweeping shall be 100% complete before commencing to another mowing site. Alternate mowing patterns are required every cycle to avoid turf damage.

2.2.1 TENTATIVE MOWING FREQUENCIES:

January	0	July	4
February	0	August	5
March	1	September	4
April	2	October	1
May	4	November	0
June	4	December	0

2.3 Edging: All sidewalks, curbed plant material beds, and game courts shall be edged to a depth of one inch and all non-curbed plant beds shall be edged to a depth necessary to achieve appropriate results. All edging shall be performed concurrently with mowing at each site. String trimmers or curb dressers may not be used for edging. Six (6) to eight (8) inch wide optional chemical edging only on chain link fence lines with turf on either side of the fence is permitted on Class B Parks. All jogging tracks shall

be edged concurrently with mowing operations. Optional spraying of one (1) foot away from the tree(s) main trunk is also permitted to eliminate tree bark damage.

2.3.1 Street curb and drainage channel edging shall be accomplished weekly and all debris from this activity shall be removed the same day that the task is performed. Curb dressers may be used for this task.

2.4 Trimming: All string trimming must be done to achieve a height uniform with the mowing height. Maintenance of drains and exposed playa lake shorelines due to evaporation or receding of the lake and mowable areas that retain water shall be the Contractor's responsibility. Trimming must be performed around trees, plant beds, buildings, playground equipment, signs, fences, and any other plants or structures. All play surfaces, sidewalks, hard surfaces, streets, street medians, playground sidewalks, parking areas, parking lots and drainage channels must be kept free of grass, weeds and debris. This task must be completed the same day the mowing is performed.

3.0 Class C Maintenance Standards

3.1 General: Successful Contractor shall actively proceed with the work as agreed and stated on the notice to proceed. Work shall not start until the notice to proceed is issued by the Purchasing and Contract Management department. The decision to end or suspend temporarily the maintenance season shall be made by the Owner's Representative Agent.

The Contractor shall be notified of the Owner's decision by letter.

3.1.1 The areas to be serviced for each site include all right of ways adjoining the site and to the centerline of all alleys adjoining the site, and extending street-ward including the curb and ending six (6) inches beyond lip of gutter. Contractor is responsible for safe and careful operation of mowing equipment around plant material and structures to prevent damage and to prevent clippings from contaminating shrub or color beds, hard surfaces, streets, playgrounds and handicap ramps. If conditions are not conducive to blowing, sweeping and picking up of maintenance debris shall be required for these areas. Blowing of grass clippings or debris out to the street is prohibited.

3.1.2 Contractor shall provide a maintenance schedule to the Parks Department within two days from Notice to Proceed and will notify the Owner's Representative or Agent(s) of any changes in the schedule prior to the schedule change.

3.2 Mowing: Mowing commencement and conclusion shall be at the discretion of the Owner's Representative or Agent(s). Mowing frequency and height shall be determined by turf growth and occur up to once every ten (10) calendar days evenly spaced between Cycles. Clippings shall not be bagged and all hard surfaces shall be cleaned after each service. The mowers shall leave no clumps or windrows of grass. Mowing equipment shall be determined by site conditions and equipped with all turf tires and shall be approved by the Owner's Representative or Agent(s). Some specialty sites such as athletic fields, athletic facilities, and municipal facilities shall be mowed on specific times and days and of the week as determined by the Owner's Representative or Agent(s). All required unit work which includes mowing, edging, trim mowing, string trimming, and sweeping shall be 100% complete before commencing to another mowing site. Alternate mowing patterns are required every cycle to avoid turf damage.

3.2.1 TENTATIVE MOWING FREQUENCIES:

January	0	July	2
February	0	August	3
March	1	September	2
April	2	October	1
May	3	November	0
June	3	December	0

3.3 Edging: All sidewalks, curbed plant material beds, and game courts shall be edged to a depth of one inch and all non curbed plant beds shall be edged to a depth necessary to achieve appropriate results. All edging shall be performed concurrently with mowing at each site. String trimmers or curb dressers may not be used for edging. Six (6) to eight (8) inch wide optional chemical edging only on chain link fence lines with turf on either side of the fence is permitted on Class C Parks. All jogging tracks shall be edged concurrently with mowing operations. Optional spraying of one (1) foot away from the tree(s) main trunk is also permitted to eliminate tree bark damage.

3.3.1 Street curb and drainage channel edging shall be accomplished concurrently with mowing operations and all debris from this activity shall be removed the same day that the task is performed. Curb dressers may be used for this task.

3.4 Trimming: All string trimming must be done to achieve a height uniform with the mowing height. Maintenance of drains and exposed playa lake shorelines due to evaporation or receding of the lake and mowable areas that retain water shall be the Contractor's responsibility. Trimming must be performed around trees, plant beds, buildings, playground equipment, signs, fences, and any other plants or structures. All play surfaces, sidewalks, hard surfaces, streets, street medians, playground sidewalks, parking areas, parking lots and drainage channels must be kept free of grass, weeds and debris. This task must be completed the same day the mowing is performed.

City of Lubbock, TX
Parks and Recreation
Bid Tabulation
March 24, 2016

ITB 16-12694-KK
Parks Turf Maintenance

Description/Vendor	Location	Total Amount	
Group 1 Class A & B Parks and Properties			
Turf Raider Lawn & Landscape	Lubbock, TX	$ 62,540	NQAS*
Ground Effects	Lubbock, TX	96,446	NQAS
Pevey Lawn & Landscape, Inc.	**Lubbock, TX**	**143,100**	
Group 2 Class A & B Parks and Properties (Re-Bidding)			
Turf Raider Lawn & Landscape	Lubbock, TX	68,500	NQAS
Ground Effects	Lubbock, TX	86,480	NQAS
Pevey Lawn & Landscape, Inc.	Lubbock, TX	117,275	NQAS
Group 3 Class A & B Parks and Properties			
Turf Raider Lawn & Landscape	Lubbock, TX	59,660	NQAS
Ground Effects	Lubbock, TX	162,142	NQAS
Pevey Lawn & Landscape, Inc.	**Lubbock, TX**	171,750	
Group 4 Class B Parks and Properties			
Turf Raider Lawn & Landscape	Lubbock, TX	77,200	NQAS
Ground Effects	Lubbock, TX	141,575	NQAS
Pevey Lawn & Landscape, Inc.	**Lubbock, TX**	**156,875**	
Group 5 Class C Parks and Properties			
Ground Effects	**Lubbock, TX**	**88,876**	
Pevey Lawn & Landscape, Inc.	Lubbock, TX	92,140	NQAS
West Texas Maintenance	Lubbock, TX	135,150	NQAS
Group 6 Class C Parks and Properties			
Ground Effects	Lubbock, TX	89,743	NQAS
Pevey Lawn & Landscape, Inc.	**Lubbock, TX**	**126,565**	
Group 7 Class C Parks and Properties (Re-Bidding)			
Ground Effects	Lubbock, TX	59,058	NQAS
Pevey Lawn & Landscape, Inc.	Lubbock, TX	76,925	NQAS
Group 8 Class C Parks and Properties (Re-Bidding)			
Ground Effects	Lubbock, TX	58,633	NQAS
Pevey Lawn & Landscape, Inc.	Lubbock, TX	77,775	NQAS
Group 9 Class C Parks and Properties			
Ground Effects	**Lubbock, TX**	**79,900**	
Pevey Lawn & Landscape, Inc.	Lubbock, TX	101,133	NQAS
West Texas Maintenance	Lubbock, TX	110,500	NQAS

City of Lubbock, TX
Parks and Recreation
Bid Tabulation
March 24, 2016

ITB 16-12694-KK
Parks Turf Maintenance

Description/Vendor	**Location**	**Total Amount**	
Group 10 Class C Parks and Properties			
Ground Effects	**Lubbock, TX**	71,825	
Pevey Lawn & Landscape, Inc.	Lubbock, TX	101,150	NQAS
West Texas Maintenance	Lubbock, TX	104,550	NQAS
Award by Group			
Ground Effects - Groups 5 and 9-10	Lubbock, TX	$ 240,601	
Pevey Lawn & Landscape, Inc. - Groups 1, 3-4 and 6	Lubbock, TX	598,290	

* Not Quoted as Specified
Rebidding: Items 2, 7 and 8

Regular City Council Meeting **6. 20.**

Meeting Date: 03/24/2016

Information

Agenda Item

Resolution - City Manager: Consider a resolution authorizing the Mayor to grant a nine month extension to the College Baseball Foundation's Commitment Agreement for construction preparation for the College Baseball Hall of Fame, as provided in the Second Amendment to Commitment Agreement between the City of Lubbock and the College Baseball Foundation.

Item Summary

Through Resolution No. 2015-R0435, the City Council authorized Second Amendment to Commitment Agreement that granted a 90-Day extension of the College Baseball Foundation's Commitment Agreement. During the 90-Day period, the College Baseball Foundation was required to provide the City Manager with the following documentation:

a) The total cost of the completed project including the museum, the event center, and the baseball field;
b) A projected timeline with fund raising milestones for the total project cost;
c) Copies of architectural and engineering drawings for the completed project; and
d) A projected construction timeline.

If the Foundation's provision of the required documents to the City Manager within the 90-Day period, and the City Council approved the provided documentation, then the Mayor could grant an additional 9-month extension of the College Baseball Foundation's Commitment Agreement so that the College Baseball Foundation could prepare for construction of the college Baseball Hall of Fame.

Fiscal Impact

None.

Staff/Board Recommending

Attachments

Resolution - College Baseball Foundation- Second Amendment Term Extension
Construction Timeline - College Baseball Hall of Fame

RESOLUTION

WHEREAS the City Council, through Resolution No. 2015-R0435, approved a Second Amendment to a Commitment Agreement (the "Second Amendment") between the City of Lubbock and the College Baseball Foundation for the construction of the College Baseball Hall of Fame; and

WHEREAS the Second Amendment provided a ninety (90) day extension of the original Commitment Agreement between the City of Lubbock and the College Baseball Foundation, during which time, the College Baseball Foundation was tasked with providing the City Manager with the following documentation:

a) The total cost of the completed project including the museum, the event center, and the baseball field;
b) A projected timeline with fund raising milestones for the total project cost;
c) Copies of architectural and engineering drawings for the completed project; and
d) A projected construction timeline; and

WHEREAS the Second Amendment provides that an additional nine (9) month extension of the original Commitment Agreement shall be granted to the College Baseball Foundation, so that the original Commitment Agreement shall terminate on December 31, 2016 by which time the Mayor of the City of Lubbock may execute a Deed Without Warranty transferring 7.86 acres located at 1502 Mac Davis Lane, in Lubbock, Texas to the College Baseball Foundation for the construction of the College Baseball Hall of Fame; and

WHEREAS the ninety (90) day extension provided for in the Second Amendment shall expire on April 1, 2016; and

WHEREAS the College Baseball Foundation has provided the City Manager with the documentation required under the Second Amendment; **NOW THEREFORE**

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

THAT the City Council hereby accepts the documentation provided by the College Baseball Foundation and so extends the term of the Commitment Agreement to December 31, 2016 during which time the Mayor may execute a Deed Without Warranty transferring 7.86 acres located at 1502 Mac Davis Lane, in Lubbock, Texas to the College Baseball Foundation for the construction of the College Baseball Hall of Fame. Said documentation 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 Pruitt, Assistant City Attorney

Construction Timeline

- Completion of Phase One architectural and MEP design and construction documents:
  - End of June, 2016
- Completion of Permitting/bidding:
  - End of July, 2016
- Anticipated Phase One Groundbreaking:
  - August, 2016

Lee Lewis Construction, Inc., anticipates 12 months of construction time for Phase One.

Dimensional Innovations of Kansas City is anticipated to be the exhibit designer and fabricator. Upon completion of the deed transfer, they will travel to Lubbock for a site visit, key constituent meetings and a joint design session.

Capital Campaign Fundraising Schedule

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	Total
Moody Fdn				$4,000,000							$4,000,000
Anonymous		$100,000									$100,000
Anonymous				$30,000	$30,000	$30,000	$30,000	$30,000			$150,000
Anonymous				$10,000	$10,000	$10,000	$10,000	$10,000			$50,000
CRS					$2,000	$2,000	$2,000	$2,000	$2,000		$10,000
ABCA				$5,000	$5,000						$10,000
Forrest Hoglund					$25,000		$25,000	$25,000	$25,000		$100,000
Sapphire Foundation							$10,000	$15,000			$25,000
Easton Foundations							$100,000	$100,000	$100,000	$100,000	$400,000
CBF Board				$1,000	$4,000	$4,000	$4,000	$4,000	$3,000		$20,000
											$4,865,000

Endowment Pledges			Total Endowment
Moody Fdn	$1,000,000	(payment upon presentation of construct	$1,000,000
CBF Board	$1,000		$1,000
Endowment Payments			
Roger Clemens	$5,000		$5,000
			$1,006,000

Total Campaign
$5,871,000

The College Baseball Foundation has $1.36 million dollars in grant proposals pending. The notification date for these grants is in early summer.

Lee Lewis Construction, Inc.

Lee Lewis Construction, Inc.
14-Mar-16

College Baseball Hall of Fame Phase II
Restrooms, Site & Field

Bldg. Area 1,872 sf
Schedule: 12.0 mo

Phase	Description	QTY	UM	LABOR UNIT	LABOR TOTAL	MATERIAL UNIT	MATERIAL TOTAL	SUB UNIT	SUB TOTAL	Current Total	Trade Total	$/sqft
	General Conditions	1	ls					461,969	461,969	461,969		246.78
	RESTROOM BUILDING											
	Survey / Layout	1	ls					2,500.00	2,500	2,500		1.34
	Building Permit	1,872	sf					0.25	468	468		0.25
	Testing Laboratory Services	1	ls					5,000.00	5,000	5,000		2.67
	Construction Cleaning & Dumpsters	12	mo					2,000.00	24,000	24,000		12.82
			ls									-
2200	**Earthwork**										4,368	2.33
	Pad Prep - 2' Select Fill @ RR	291	cy					15.00	4,368	4,368		2.33
												-
2280	**Soil Treatment (Poison)**										318	0.17
	Termite Control	1,872	sf					0.17	318	318		0.17
												-
												-
3000	**General Concrete**										30,592	16.34
	Slab on Grade @ RR	1,872	sf					11.00	20,592	20,592		11.00
	Misc Concrete	1	ls					10,000.00	10,000	10,000		5.34
												-
3345	**Concrete Finishing**										2,340	1.25
	Sealed Concrete	1,872	sf					1.25	2,340	2,340		1.25
												-
												-
4200	**Unit Masonry**										65,398	34.93
	CMU 8" @ Restrooms	3,752	sf					14.00	52,528	52,528		28.06
	CMU 4" @ Restrooms	1,287	sf					10.00	12,870	12,870		6.88
												-
5500	**Metal Fab**										2,808	1.50
	Misc Steel	1,872	sf					1.50	2,808	2,808		1.50
												-
6100	**Rough Carpentry**										5,616	3.00
	Rough Carpentry	1,872	sf					3.00	5,616	5,616		3.00
												-

Lee Lewis Construction, Inc.

Lee Lewis Construction, Inc.
14-Mar-16

College Baseball Hall of Fame Phase II
Restrooms, Site & Field

Bldg. Area 1,872 sf
Schedule: 12.0 mo

Phase	Description	QTY	UM	LABOR UNIT	LABOR TOTAL	MATERIAL UNIT	MATERIAL TOTAL	SUB UNIT	SUB TOTAL	Current Total	Trade Total	$/sqft
6200	**Finish Carpentry**										12,600	6.73
	SS Counters @ Concession	42	lf					300.00	12,600	12,600		6.73
7240	**EIFS**										33,768	18.04
	EIFS @ Restrooms	3,752	sf					9.00	33,768	33,768		18.04
												-
7500	**Roofing**										28,080	2,340.00
	Standing Seam Roof @ RR	2,808	sf					10.00	28,080	28,080		15.00
												-
7900	**Joist Sealers**										2,000	1.07
	Joint Sealants	1	ls					2,000.00	2,000	2,000		1.07
8211	**Flush Wood Doors**										10,500	5.61
	Ext HM Sngl, Frms, HW @ RR	6	lvs					1,750.00	10,500	10,500		5.61
8360	**Overhead Coiling Doors**										3,000	1.60
	Concession Window	1	ea					3,000.00	3,000	3,000		1.60
9250	**Gypsum Board Systems**										50,440	26.94
	Metal Stud Framing @ Restrooms	2,872	sf					13.00	37,336	37,336		
	Gyp Ceiling @ RR	1,872	sf					7.00	13,104	13,104		7.00
9300	**Tile**										25,026	13.37
	Ceramic Wall @ Rest Rm	1,925	sf					13.00	25,026	25,026		13.37
												-
9900	**Painting**										13,882	7.42
	Misc Painting	1	ls					7,500.00	7,500	7,500		4.01
	Paint Gyp Ceiling	3,647	sf					1.75	6,382	6,382		3.41
												-
10150	**Toilet Compartments and Cubicles**										45,000	24.04
	Toilet Partitions @ Restrooms	30	ea					1,300.00	39,000	39,000		20.83
	Urinal Screens @ Restrooms	6	ea					1,000.00	6,000	6,000		3.21
												-
10400	**Identifying Devices**										1,500	0.80
	Signage Allowance	1	ls					1,500.00	1,500	1,500		0.80
												-

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14-Mar-16

College Baseball Hall of Fame Phase II
Restrooms, Site & Field

Bldg. Area 1,872 sf
Schedule: 12.0 mo

Phase	Description	QTY	UM	LABOR UNIT	LABOR TOTAL	MATERIAL UNIT	MATERIAL TOTAL	SUB UNIT	SUB TOTAL	Current Total	Trade Total	$/sqft
10520	**FEC's**										615	0.33
	FEC's	1	ea					615.00	615	615		0.33
												-
10800	**Toilet and Bath Accessories**										10,500	5.61
	Toilet Accessories	70	loc					150.00	10,500	10,500		5.61
												-
11000	**Equipmnet**										-	-
	Kitchen Equipment									owner		
	Concessions Equipment									owner		
15400	**Plumbing**										160,000	85.47
	Plumbing @ Restrooms	50	fxt					3,200.00	160,000	160,000		85.47
												-
15500	**HVAC**										20,000	10.68
	Heaters @ Restrooms	4	ea					5,000.00	20,000	20,000		10.68
												-
15950	**Controls**										1,200	0.64
	Controls	1	ls					1,200.00	1,200	1,200		0.64
												-
16000	**ELECTRICAL**										33,696	18.00
	Lighting & Power @ RR	1,872	sf					18.00	33,696	33,696		18.00
												-
	RESTROOM BUILDING SUBTOTAL								595,216	595,216		317.96

Lee Lewis Construction, Inc.

Lee Lewis Construction, Inc.
14-Mar-16

College Baseball Hall of Fame Phase II
Restrooms, Site & Field

Bldg. Area 1,872 sf
Schedule: 12.0 mo

Phase	Description	QTY	UM	LABOR UNIT	LABOR TOTAL	MATERIAL UNIT	MATERIAL TOTAL	SUB UNIT	SUB TOTAL	Current Total	Trade Total	$/sqft
	SITE											
	Survey	1	ls					15,000.00	15,000	15,000		8.01
	Testing Laboratory Services	1	ls					25,000.00	25,000	25,000		-
			ls									-
			ls									-
2000	**General Sitework**										11,000	5.88
	SWPPP	1	ls					5,000.00	5,000	5,000		2.67
	SWPPP Maintenance	12	mo					500.00	6,000	6,000		-
												-
2100	**Site Preparation**										326,984	174.67
	Site Cut / Fill	23,356	cy					14.00	326,984	326,984		174.67
												-
2270	**Slope Protection/Erosion Control**										10,500	5.61
	Barricades	1	ls					2,500.00	2,500	2,500		1.34
	Erosion Control	4,000	lf					2.00	8,000	8,000		4.27
												-
2510	**Asphalic Conrete Paving**										39,510	21.11
	Asphalt Paving	1,756	sy					22.50	39,510	39,510		21.11
												-
2520	**Cement Concrete Paving**										109,301	58.39
	Concrete Paving	891	sf					7.00	6,237	6,237		3.33
	Sidewalks	18,118	sf					5.00	90,590	90,590		48.39
	Curb & Gutter	693	lf					18.00	12,474	12,474		6.66
												-
2580	**Pavement Marking/Signs**										1,896	1.01
	Lines	15,804	sf					0.12	1,896	1,896		1.01
												-
2665	**Water Systems**										20,000	10.68
	Water											-
	2" Water Meter	1	ea					2,000.00	2,000	2,000		1.07
	4" Water Line	250	lf					40.00	10,000	10,000		5.34
	Meter & Vault	1	ea					4,500.00	4,500	4,500		2.40
	Tapping Sleeve & Valve	1	ea					3,500.00	3,500	3,500		1.87
												-

Lee Lewis Construction, Inc.

Lee Lewis Construction, Inc.
14-Mar-16

College Baseball Hall of Fame Phase II
Restrooms, Site & Field

Bldg. Area 1,872 sf
Schedule: 12.0 mo

Phase	Description	QTY	UM	LABOR UNIT	LABOR TOTAL	MATERIAL UNIT	MATERIAL TOTAL	SUB UNIT	SUB TOTAL	Current Total	Trade Total	$/sqft
2830	**Fences and Gates**										-	-
	Included on Field Summary											-
												-
2840	**Walk, Road & Parking Built-Ins**										3,250	1.74
	Bollards	10	ea					225.00	2,250	2,250		1.20
	Wheel Stops	10	ea					100.00	1,000	1,000		0.53
												-
2900	**Landscaping**										66,500	35.52
	Landscape Allowance	1	ls					50,000.00	50,000	50,000		26.71
	3" Cal Trees	30	ea					550.00	16,500	16,500		8.81
												-
16000	**ELECTRICAL**										18,000	9.62
	Poles and Bases	4	ea					4,500.00	18,000	18,000		9.62
	SITE SUBTOTAL								646,941	646,941		345.59

Lee Lewis Construction, Inc.

Lee Lewis Construction, Inc.
14-Mar-16

College Baseball Hall of Fame Phase II
Restrooms, Site & Field

Bldg. Area 1,872 sf
Schedule: 12.0 mo

Phase	Description	QTY	UM	LABOR UNIT	LABOR TOTAL	MATERIAL UNIT	MATERIAL TOTAL	SUB UNIT	SUB TOTAL	Current Total	Trade Total	$/sqft
	FIELD											
	Survey	1	ls					15,000.00	15,000	15,000		8.01
			ls									-
2520	**Cement Concrete Paving**										351,170	187.59
	Misc Concrete	1	ls					20,000.00	20,000	20,000		10.68
	Concourse Level	26,758	sf					5.00	133,790	133,790		71.47
	Concourse Level Edge	3,720	sf					20.00	74,400	74,400		39.74
	Tiered Concrete Field Seating	1,892	sf					65.00	122,980	122,980		65.69
												-
2830	**Fences and Gates**										502,925	268.66
	8' Vinyl Coated Chain Link Fence w	405	lf					45.00	18,225	18,225		9.74
	Chain Link Gates	6	ea					700.00	4,200	4,200		2.24
	Ornamental Gates	4	ea					1,500.00	6,000	6,000		3.21
	Ornamental Fencing	920	lf					90.00	82,800	82,800		44.23
	Masonry Columns	23	ea					2,900.00	66,700	66,700		35.63
	Entry Gate	1	ls					65,000.00	65,000	65,000		34.72
	Field Wall Fence	650	lf					400.00	260,000	260,000		138.89
												-
5500	**Metal Fab**										51,000	27.24
	Metal Railings (Seating)	1,025	lf					40.00	41,000	41,000		21.90
	Scoreboard Structure	1	ls					10,000.00	10,000	10,000		5.34
												-
7900	**Joist Sealers**										7,500	4.01
	Joint Sealants	1	ls					7,500.00	7,500	7,500		4.01
9900	**Painting**										20,000	10.68
	Misc Painting	1	ls					20,000.00	20,000	20,000		10.68
												-
10350	**Flagpoles**										6,500	3.47
	Flagpoles	1	ea					6,500.00	6,500	6,500		3.47
												-
10400	**Identifying Devices**										20,000	10.68
	Field Signage Allowance	1	ls					20,000.00	20,000	20,000		10.68
												-

Lee Lewis Construction, Inc.

Lee Lewis Construction, Inc.
14-Mar-16

College Baseball Hall of Fame Phase II
Restrooms, Site & Field

Bldg. Area 1,872 sf
Schedule: 12.0 mo

Phase	Description	QTY	UM	LABOR UNIT	LABOR TOTAL	MATERIAL UNIT	MATERIAL TOTAL	SUB UNIT	SUB TOTAL	Current Total	Trade Total	$/sqft
10500	**Seating**										342,720	183.08
	Aluminum Flat Bench w/ Back	1,144	seats					180.00	205,920	205,920		110.00
	Plastic Indiv. Seats w/ Back	456	seats					300.00	136,800	136,800		73.08
												-
11490	**Baseball Field Specialty**										1,285,814	686.87
	Field Turf and Drainage	1	ls					1,100,000.00	1,100,000	1,100,000		587.61
	Dugouts (Structure, Benches, & Mis	2	ea					20,000.00	40,000	40,000		21.37
	1st, 2nd, 3rd Base	1	ls					400.00	400	400		0.21
	Home Plate	1	ls					200.00	200	200		0.11
	Mound Master Batters Box	80	sf					35.00	2,800	2,800		1.50
	Pitching Mound	1	ls					750.00	750	750		0.40
	Diamond Pro Clay	17,166	sf					4.00	68,664	68,664		36.68
	Backstop Netting	1	ls					73,000.00	73,000	73,000		39.00
												-
16000	**ELECTRICAL**										465,000	248.40
	Field Lights	8	ea					55,000.00	440,000	440,000		235.04
	Scoreboard Allowance	1	ls					25,000.00	25,000	25,000		13.35
	FIELD SUBTOTAL								3,067,629	3,067,629		1,638.69

Lee Lewis Construction, Inc.

Lee Lewis Construction, Inc.
14-Mar-16

College Baseball Hall of Fame Phase II
Restrooms, Site & Field

Bldg. Area 1,872 sf
Schedule: 12.0 mo

Phase Description	QTY	UM	LABOR UNIT	LABOR TOTAL	MATERIAL UNIT	MATERIAL TOTAL	SUB UNIT	SUB TOTAL	Current Total	Trade Total	$/sqft
SUBTOTAL DIRECT COST									4,771,755		2,549.01
Labor Burden	42.00%										-
Sales Tax	8.25%										
Umbrella Liability Insurance	0.086%								512		0.27
Owner's Protective Liability Ins.	0.045%								268		0.14
Pollution Protective	0.015%								89		0.05
Other Add-On											-
Owner Contingency											-
CM Contingency											-
Estimating Contingency	10.00%								477,176		254.90
SUBTOTAL									5,249,800		2,804.38
Builder's Risk	1.50%								9,450		5.05
General Liability	0.66%								31,494		16.82
Fee	4.00%								209,992		112.18
											-
											-
TOTAL									5,500,735		2,938.43
P&P Bond Time Adjusted									None		
TOTAL w/ BOND									5,500,735		

Lee Lewis Construction, Inc.

College Baseball Hall of Fame - Phase I

Lee Lewis Construction, Inc.
10-Mar-16

Bldg. Area 32,879 sf
Schedule: 12.0 mo

Phase	Description	QTY	UM	LABOR UNIT	LABOR TOTAL	MATERIAL UNIT	MATERIAL TOTAL	SUB UNIT	SUB TOTAL	Current Total	Trade Total	$/sqft
	General Conditions	1	ls					461,969.39	461,969	461,969		14.05
	Survey / Layout	1	ls					5,000.00	5,000	5,000		0.15
	Building Permit	32,879	sf					0.25	8,220	8,220		0.25
	Testing Laboratory Services	1	ls					20,000.00	20,000	20,000		0.61
			ls									-
2000	**General Sitework**										11,000	
	SWPPP	1	ls					5,000.00	5,000	5,000		0.15
	SWPPP Maintenance	12	mo					500.00	6,000	6,000		0.18
												-
2100	**Site Preparation**										12,000	
	Site Cut / Fill	1,000	cy					12.00	12,000	12,000		0.36
2200	**Earthwork**										57,543	1.75
	Pad Prep - 2' Select Fill	4,110	cy					14.00	57,543	57,543		1.75
												-
2280	**Soil Treatment (Poison)**										4,493	0.14
	Termite Control	26,432	sf					0.17	4,493	4,493		0.14
												-
2270	**Slope Protection/Erosion Control**										6,500	
	Barricades	1	ls					2,500.00	2,500	2,500		0.08
	Erosion Control	2,000	lf					2.00	4,000	4,000		0.12
												-
2510	**Asphalic Conrete Paving**										6,584	
	Asphalt Paving	293	sy					22.50	6,584	6,584		0.20
												-
2520	**Cement Concrete Paving**										38,428	
	Sidewalks	2,832	sf					5.00	14,159	14,159		0.43
	Concrete Paving	3,074	sf					6.00	18,444	18,444		
	Curb & Gutter	233	lf					25.00	5,825	5,825		0.18
												-
2580	**Pavement Marking/Signs**										316	
	Lines	2,633	sf					0.12	316	316		0.01
												-
2665	**Water Systems**										19,000	
	Water											-
	2" Water Meter	1	ea					2,000.00	2,000	2,000		0.06
	4" Water Line	50	lf					40.00	2,000	2,000		0.06
	Meter & Vault	1	ea					4,500.00	4,500	4,500		0.14
	Tapping Sleeve & Valve	1	ea					3,500.00	3,500	3,500		0.11

College Baseball Hall of Fame - Phase I

Bldg. Area 32,879 sf
Schedule: 12.0 mo

Phase	Description	QTY	UM	LABOR UNIT	LABOR TOTAL	MATERIAL UNIT	MATERIAL TOTAL	SUB UNIT	SUB TOTAL	Current Total	Trade Total	$/sqft
	6" Fire Line	50	lf					50.00	2,500	2,500		0.08
	Fire Hydrant	1	ea					4,500.00	4,500	4,500		0.14
												-
2685	**Gas Distribution System**										2,000	
	Gas Service											-
	Gas Line	50	lf					40.00	2,000	2,000		0.06
												-
2730	**Sanitary Sewerage**										7,250	
	Sanitary Sewer											-
	6" SS Line	50	lf					55.00	2,750	2,750		0.08
	SS Manholes	1	ea					4,500.00	4,500	4,500		0.14
												-
2900	**Landscaping**										50,000	
	Landscape Allowance	1	ls					50,000.00	50,000	50,000		1.52
												-
3000	**General Concrete**										312,680	9.51
	Slab on Grade	26,432	sf					10.00	264,320	264,320		8.04
	Concrete on Deck	6,447	sf					5.95	38,360	38,360		1.17
	Misc Concrete	1	ls					10,000.00	10,000	10,000		0.30
												-
3345	**Concrete Finishing**										4,285	0.13
	Sealed Concrete	3,428	sf					1.25	4,285	4,285		0.13
												-
4200	**Unit Masonry**										235,408	7.16
	Brick	4,668	sf					16.00	74,688	74,688		2.27
	CMU 4"	1,540	sf					10.00	15,400	15,400		0.47
	CMU 8"	1,540	sf					14.00	21,560	21,560		0.66
	CMU 12"	6,188	sf					20.00	123,760	123,760		3.76
												-
4720	**Cast Stone**										108,910	3.31
	Cast Stone Panels	926	sf					35.00	32,410	32,410		0.99
	Stone Trim	1,700	lf					45.00	76,500	76,500		2.33
												-
5120	**STRUCTURAL STEEL**										412,263	12.54
	Second Floor Structural Framing	6,447	sf					12.00	77,364	77,364		2.35
	Lower Roof Framing	11,525	sf					10.00	115,247	115,247		3.51
	Upper Roof Framing	14,358	sf					14.00	201,012	201,012		6.11
	Canopy Framing	1,165	sf					16.00	18,640	18,640		
5121	**Architecturally Exposed Structural Steel Framing**										30,025	0.91

Lee Lewis Construction, Inc.

Lee Lewis Construction, Inc.
10-Mar-16

College Baseball Hall of Fame - Phase I

Bldg. Area 32,879 sf
Schedule: 12.0 mo

Phase	Description	QTY	UM	LABOR UNIT	LABOR TOTAL	MATERIAL UNIT	MATERIAL TOTAL	SUB UNIT	SUB TOTAL	Current Total	Trade Total	$/sqft
	Metal Canopies	1,165	sf					15.00	17,475	17,475		0.53
	Prefinished Metal Soffits	1,255	sf					10.00	12,550	12,550		0.38
												-
5130	**Steel Erection**										115,077	3.50
	Steel Erection	32,879	sf					3.50	115,077	115,077		3.50
												-
5500	**Metal Fab**										135,319	4.12
	Misc Steel	32,879	sf					1.50	49,319	49,319		1.50
	Second Floor Railing (Glass)	128	lf					500.00	64,000	64,000		1.95
	Metal Stairs & Railings	4	fl					5,500.00	22,000	22,000		0.67
												-
6100	**Rough Carpentry**										98,637	3.00
	Rough Carpentry	32,879	sf					3.00	98,637	98,637		3.00
												-
6200	**Finish Carpentry**										99,330	3.02
	Millwork Lowers w/ PLAM Tops	17	lf					200.00	3,400	3,400		0.10
	Millwork Uppers	15	lf					150.00	2,250	2,250		0.07
	Reception Desk/Security	55	lf					300.00	16,500	16,500		0.50
	Plam Vanities	12	lf					175.00	2,100	2,100		0.06
	Gift Shop Slatwall	330	sf					6.00	1,980	1,980		0.06
	Granite Vanities w bowls	70	sf					300.00	21,000	21,000		0.64
	Pressbox Counter	24	lf					275.00	6,600	6,600		0.20
	SS Counters @ Concession	25	lf					300.00	7,500	7,500		0.23
	Plam Counter @ Kitchen	190	sf					200.00	38,000	38,000		1.16
7100	**Waterproofing**										3,128	0.10
	Masonry Repellant	4,668	sf					0.67	3,128	3,128		0.10
												-
7240	**EIFS**										140,040	4.26
	EIFS System	15,560	sf					9.00	140,040	140,040		4.26
												-
7500	**Roofing**										309,441	25,786.75
	TPO Roof	10,477	sf					8.00	83,816	83,816		2.55
	Standing Seam Metal Roofing	22,563	sf					10.00	225,625	225,625		6.86
												-
7720	**Roof Specialties and Accessories**										5,000	0.15
	Roof Accessories	1	ls					5,000.00	5,000	5,000		0.15
												-
7840	**Fire stopping**										8,220	0.25
	Fire stopping	32,879	sf					0.25	8,220	8,220		0.25

Lee Lewis Construction, Inc.

College Baseball Hall of Fame - Phase I

Lee Lewis Construction, Inc.
10-Mar-16

Bldg. Area 32,879 sf
Schedule: 12.0 mo

Phase	Description	QTY	UM	LABOR UNIT	LABOR TOTAL	MATERIAL UNIT	MATERIAL TOTAL	SUB UNIT	SUB TOTAL	Current Total	Trade Total	$/sqft
												-
7900	**Joist Sealers**										10,000	0.30
	Joint Sealants	1	ls					10,000.00	10,000	10,000		0.30
8211	**Flush Wood Doors**										58,200	1.77
	Interior WD Singles, Frames, HW	38	lvs					1,200.00	45,600	45,600		1.39
	Ext HM Singles, Frames, HW	9	lvs					1,400.00	12,600	12,600		0.38
8360	**Overhead Coiling Doors**										8,500	0.26
	OH Door	1	ea					5,500.00	5,500	5,500		0.17
	Concession Window	1	ea					3,000.00	3,000	3,000		0.09
8400	**Aluminum Entrances and Storefronts**										312,030	9.49
	Storefront Doors	13	lvs					2,000.00	26,000	26,000		0.79
	Storefront Doors Int	6	lvs					1,800.00	10,800	10,800		0.33
	Curtain Wall System	1,122	sf					55.00	61,710	61,710		1.88
	Interior Storefront System	1,780	sf					40.00	71,200	71,200		2.17
	Storefront System	1,758	sf					40.00	70,320	70,320		2.14
	Second Floor Glass	2,400	sf					30.00	72,000	72,000		2.19
9250	**Gypsum Board Systems**										207,158	6.30
	Int Drywall w/ 4" Mtl Std	11,250	sf					5.25	59,063	59,063		1.80
	Perim Drywall w/ Mtl Std w/ Insul.	14,660	sf					6.50	95,290	95,290		2.90
	Metal Stud Framing @ Lower Rf	3,160	sf					13.00	41,080	41,080		
	Gyp Ceiling	1,675	sf					7.00	11,725	11,725		0.36
												-
9300	**Tile**										41,828	1.27
	Ceramic Floor	1,286	sf					12.00	15,428	15,428		0.47
	Ceramic Wall	2,200	sf					12.00	26,400	26,400		0.80
												-
9510	**Acoustical Ceilings**										14,505	0.44
	Acoustical Ceiling 2x2	5,802	sf					2.50	14,505	14,505		0.44
												-
9650	**Resilient Flooring and Base**										52,680	1.60
	Rubber Base	4,349	lf					2.50	10,873	10,873		0.33
	Polished Concrete Flooring	11,945	sf					3.50	41,808	41,808		1.27
9680	**Carpeting**										61,934	1.88
	Carpet	1,593	sy					38.00	60,534	60,534		1.84
	Floor Mats and Frames	8	ea					175.00	1,400	1,400		0.04

Lee Lewis Construction, Inc.

College Baseball Hall of Fame - Phase I

Lee Lewis Construction, Inc.
10-Mar-16

Bldg. Area 32,879 sf
Schedule: 12.0 mo

Phase	Description	QTY	UM	LABOR UNIT	LABOR TOTAL	MATERIAL UNIT	MATERIAL TOTAL	SUB UNIT	SUB TOTAL	Current Total	Trade Total	$/sqft
												-
9900	**Painting**										106,526	3.24
	Tape/Texture/Paint	37,160	sf					1.25	46,450	46,450		1.41
	Misc Painting	1	ls					7,500.00	7,500	7,500		0.23
	Paint Gyp Ceiling	3,647	sf					1.75	6,382	6,382		0.19
	Paint Exposed Structure & Deck	23,097	sf					2.00	46,194	46,194		1.40
												-
10150	**Toilet Compartments and Cubicles**										22,200	0.68
	Toilet Partitions	14	ea					1,300.00	18,200	18,200		0.55
	Urinal Screens	4	ea					1,000.00	4,000	4,000		0.12
												-
10400	**Identifying Devices**										35,000	1.06
	Signage Allowance	1	ls					20,000.00	20,000	20,000		0.61
	Building Lettering Allowance	1	ls					15,000.00	15,000	15,000		0.46
												-
10520	**FEC's**										3,690	0.11
	FEC's	6	ea					615.00	3,690	3,690		0.11
												-
10800	**Toilet and Bath Accessories**										14,850	0.45
	Toilet Accessories	99	loc					150.00	14,850	14,850		0.45
												-
11000	**Equipmnet**										-	-
	Kitchen Equipment									owner		
	Concessions Equipment									owner		
12500	**Window Treatment**										173	0.01
	Blinds	50	sf					3.45	173	173		0.01
												-
14200	**Elevators**										85,000	2.59
	2 Stop	1	ea					85,000.00	85,000	85,000		2.59
												-
15300	**Fire Protection**										82,198	2.50
	Fire Sprinkler	32,879	sf					2.50	82,198	82,198		2.50
												-
15400	**Plumbing**										185,600	5.64
	Plumbing	43	fxt					3,200.00	137,600	137,600		4.19
	Roof Drains & Piping	12	ea					4,000.00	48,000	48,000		1.46
												-
15500	**HVAC**										350,709	10.67
	HVAC	110	tn					3,200.00	350,709	350,709		10.67

Lee Lewis Construction, Inc.

College Baseball Hall of Fame - Phase I

Lee Lewis Construction, Inc.
10-Mar-16

Bldg. Area 32,879 sf
Schedule: 12.0 mo

Phase	Description	QTY	UM	LABOR UNIT	LABOR TOTAL	MATERIAL UNIT	MATERIAL TOTAL	SUB UNIT	SUB TOTAL	Current Total	Trade Total	$/sqft
												-
15950	**Controls**										35,071	1.07
	Controls	1	ls					35,070.93	35,071	35,071		1.07
												-
15990	**TAB**										18,083	0.55
	Test and Balance	32,879	sf					0.55	18,083	18,083		0.55
												-
16000	**ELECTRICAL**										552,223	16.80
	Lighting & Power (not LED)	32,879	sf					14.25	468,526	468,526		14.25
	Fire Alarm System	32,879	sf					1.50	49,319	49,319		1.50
	Security Rough In	32,879	sf					0.50	16,440	16,440		0.50
	Tele / Data Rough In	32,879	sf					0.50	16,440	16,440		0.50
	Projector Mount	1	ea					1,500.00	1,500	1,500		0.05
												-
	SUBTOTAL								4,986,223	4,986,223		151.65
	SUBTOTAL DIRECT COST									4,986,223		151.65
	Labor Burden	42.00%										-
	Sales Tax	8.25%										
	Umbrella Liability Insurance	0.086%								4,288		0.13
	Owner's Protective Liability Ins.	0.045%								2,244		0.07
	Pollution Protective	0.015%								748		0.02
	Other Add-On											-
	Owner Contingency											-
	CM Contingency											-
	Estimating Contingency	5.00%								249,311		7.58
	SUBTOTAL									5,242,814		159.46
	Builder's Risk	1.50%								9,437		0.29
	General Liability	0.66%								32,909		1.00
	Fee	4.00%								209,713		6.38
												-
												-
	TOTAL									5,494,873		167.12
	TOTAL WITHOUT BOND									5,494,873		

Regular City Council Meeting **6. 21.**

Meeting Date: 03/24/2016

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Police Chief to accept a grant from Walmart for $4,000 to go towards the building of vintage police vehicles.

Item Summary

Lubbock area Walmart stores have offered to donate $4,000 to the Lubbock Police Department to be used for a community relations project. They have agreed that building vintage (1940's- 1970's) model police vehicles to be used for special functions within the City of Lubbock promotes and fulfills their goal of building stronger communities. These vehicles will be used in parades and special events to promote the Lubbock Police Department to the citizens and guest of our City in a fun and non-threatening forum.

Fiscal Impact

None.

Staff/Board Recommending

Greg Stevens, Police Chief

Attachments

Resolution - WalMart Car Donation

RESOLUTION

WHEREAS, the Lubbock Police Department desires to increase its public visibility by engaging in community events; and

WHEREAS, the Lubbock Police Department desires to engage with the public, especially the City's younger citizens, in a way which is less-threatening and less official; and

WHEREAS, the Lubbock Police Department is often asked to participate in school events, such as pep rallies, parades or campus events;

WHEREAS, other police departments have found that a vintage or antique police car offers a way to engage the public and open dialogues;

WHEREAS, the area Wal-Mart stores have offered a monetary donation to effectuate these goals at little or no cost to the taxpayers;

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

THAT the Chief of Police is hereby authorized to accept a donation to the City of Lubbock on behalf of its Police Department from area Wal Mart stores, in the amount of $4,000.00, for the purpose of acquiring, restoring, equipping, registering, operating, transporting, storing, insuring, and maintaining a vintage or antique police car for use in civic events, school activities, parades, and other similar public functions, in support of the community building activities of the Lubbock Police Department, and related documents.

Passed by the City Council on _____, 2016.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Greg Stevens, Chief of Police

APPROVED AS TO FORM:

_____
John C. Grace, Assistant City Attorney

S:\cityatt\CITYATT\JOHN\LPD - Miscellaneous\RES WalMartCarDonation 2016.doc

Regular City Council Meeting **6. 22.**

Meeting Date: 03/24/2016

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Mayor to execute for and on behalf of the City of Lubbock, Purchase Order Number 10015941 for the purchase of scheduling software as per GSA Contract GS-35F-0051X, by and between the City of Lubbock and Visual Computer Solutions, Inc., (VCS) and related documents.

Item Summary

The Lubbock Police Department is requesting to purchase an automated workforce management scheduling software system designed to meet the complex scheduling needs specific to law enforcement entities. Because of the recent 12-hour shift conversion schedule affecting 90 percent of the sworn officers, the department sought out a system that could accommodate the unique requirements and to find a system structured to grow along with the department's needs. A system was re-discovered in a product from VCS, titled SAAS Police Officer Scheduling System, more commonly called POSS. It is described as an Enterprise Scheduling Software Core and Court Alert System with SmartPhone features, along with a Training Package. VSC's Software-As-A-Service is a cloud based hosting option that offers a cost-effective means of providing complex concentrated scheduling solutions and court subpoena decimation needs. In addition, the system offers a time and attendance tracking system, an automated extra duty scheduling system with notification and invoicing capabilities, a critical incident and specialized event building feature, an automated notification system, a web-based access system, a time off and overtime management system, a Smart Phone Access system, and a Court Alert system. In conclusion, the software and all its organization costs are maintained by VCS. There is no hardware to purchase, to install, or maintain. Training costs are a one-time fee with an annual support fee based on the number of users.

Fiscal Impact

Funding provided by Seized Fund Account 142.9225. $54,507.

Staff/Board Recommending

Greg Stevens, Chief of Police

Attachments

Resolution & Purchase Order Contract - Visual Computer Solutions

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 02/26/2016
Order Number 10015941 000 OP
Branch/Plant 5735

TO: VISUAL COMPUTER SOLUTIONS
4400 US HIGHWAY 9 SOUTH
FEEHOLD New Jersey 07728

SHIP TO: CITY OF LUBBOCK
POLICE DEPARTMENT
916 TEXAS AVENUE
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 02/26/2016 Freight
Requested 04/01/2016 Taken By S SUMMERS
Delivery PER J WILSON REQ #47120 GSA GS-35F-0051X

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
SCH-VI-CLOUD SAAS-POSS	500.000	80.7500	EA	40,375.00	04/01/2016
Enterprise Sched Software Core					
P1200SB SAAS-Court Alert	500.000	12.8500	EA	6,425.00	04/01/2016
ETR-ST-8HW Training	1.000	2,397.8500	EA	2,397.85	04/01/2016
Core and Web Portal Off-site					
ETR-ST-8HXD Training	1.000	1,198.9300	EA	1,198.93	04/01/2016
Extra Duty Billing					
EIMP-WEB-64 Training	1.000	1,712.7500	EA	1,712.75	04/01/2016
Onsite Building					
ETR-ST-8HTP Training	1.000	1,198.9300	EA	1,198.93	04/01/2016
Timesheet/Payroll Reporting					
ETR-ST-8HTC Training (GSA)	1.000	1,198.9300	EA	1,198.93	04/01/2016
Training and Certification					
				Total Order	

Terms NET 30 54,507.39

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 02/26/2016
Order Number 10015941 000 OP
Branch/Plant 5735

TO: VISUAL COMPUTER SOLUTIONS
4400 US HIGHWAY 9 SOUTH
FEEHOLD New Jersey 07728

SHIP TO: CITY OF LUBBOCK
POLICE DEPARTMENT
916 TEXAS AVENUE
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

INSURANCE CERTIFICATE REQUIRED PRIOR TO INSTALLATION:

Commercial General Liability, per occurrence- $1,000,000 • General Aggregate • Contractual Liability •Products-Comp/Op Agg • Personal and Adv. Injury	Workers Compensation, Statutory Amounts-$500,000 Automotive Liability-Any Auto- $500,000 Cyber Liability - $1,000,000
City of Lubbock is named as additional insured on Auto/General Liability on a primary and non-contributory basis to include products of completed operations endorsement. Waiver of subrogation in favor of the City of Lubbock on all coverage. Copies of endorsements required.	

This purchase order encumbers funds in the amount of $54,507.39 awarded Visual Computer Solutions of Feehold, NJ on March 24, 2016. The following is incorporated into and made part of this purchase order by reference GSA Contract #GS-35F-0051X dated February 22, 2016 Visual Computer Solutions. of Feehold, NJ. Resolution #_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Visual Computer Solutions

VCS
Employee Scheduling
Time & Attendance Systems

Company Address	4400 US Highway 9 #3500 Freehold, NJ 07728 US	Created Date	2/22/2016
		Expiration Date	3/31/2016
		Quote Number	1392

Prepared By	Andrew Bak
Email	abak@vcssoftware.com

Bill To Name	Lubbock Police Department
Bill To	916 Texas Avenue Lubbock, TX 79401

Product	Product Code	Sales Price	Quantity	Subtotal	Total Price
SAAS-GSA - ENTERPRISE SCHEDULING SOFTWARE CORE	SCH-VI-CLOUD	$80.75	500.00	$40,375.00	$40,375.00
GSA - COURT ALERT	P1200SB	$12.85	500.00	$6,425.00	$6,425.00
Training: Scheduling Software Core And Web Portal Off-Site Training: General Setup And Usage. Session Designed For Administrator, Supervisors, End-User Trainers (GSA)	ETR-ST-8HW	$2,397.85	1.00	$2,397.85	$2,397.85
Training: Scheduling Software Extra Duty Billing Module Off-Site Training: General Setup And Usage. Session Designed For Outsite Duty Job Assigner, Schedule Administrator (GSA)	ETR-ST-8HXD	$1,198.93	1.00	$1,198.93	$1,198.93
Training: Scheduling Software Server Software Installation And System Setup Training: Installation And System Setup. Session Designed For Schedule Administrator. (GSA)	EIMP-WEB-64	$1,712.75	1.00	$1,712.75	$1,712.75
Training: Scheduling Software Timesheet/Payroll Reporting Module Off-Site Training: General Setup And Usage. Session Designed For Payroll Personnel, Schedule Administrator (GSA)	ETR-ST-8HTP	$1,198.93	1.00	$1,198.93	$1,198.93
Training: Scheduling Software Training And Certification Module Off-Site Training: General Setup And Usage. Session Designed For Training Officer, Schedule Administrator (GSA)	ETR-ST-8HTC	$1,198.93	1.00	$1,198.93	$1,198.93

Subtotal	$54,507.39
Discount	0.00%
Total Price	$54,507.39
Grand Total	$54,507.39

Comments

Software as a Service (SaaS)
Cloud/VCS Hosting

Visual Computer Solutions

POSS Core Scheduling System: Time and Attendance Tracking, Automated Scheduling, Automated Notification System, Web-Based Access, Extra Duty Scheduling and Invoicing, Time Off and Overtime Management, Smart Phone Access, Timesheet Creation and Payroll Exports Proving Overtime and Schedule Exceptions Data to be Made Available for Import by the City's Enterprise One Financial System.

Training Module, Court Alert, & Support included.

Complete Implementation/Training - Combination online Build and up to 5 Days of onsite Implementation and Training. Training costs are a one time fee.

GSA approved Per Diem and travel rates applicable. Any exceptions would be authorized by the client

Quote Acceptance Information

Signature

Name

Title

Date

GSA Advantage!®
www.gsaadvantage.gov

Authorized Federal Acquisition Service

Information Technology Schedule Pricelist

IT Schedule 70

Special Item No. 132-32 Term Software Licenses

Special Item No. 132-50 Training Courses

Special Item No. 132-34 Maintenance of Software and Custom Programming Services

Employee Scheduling and
Time & Attendance Systems

4400 US Highway 9 South
Suite 3500
Freehold, New Jersey 07728
Phone: 732-730-9009
Fax: 732-730-1661
www.vcssoftware.com

CONTRACT # GS-35F-0051X

Period Covered by Contract: November 4, 2010 through November 3, 2015

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System on the web at http://www.gsaadvantage.gov.

Regular City Council Meeting **6. 23.**

Meeting Date: 03/24/2016

Information

Agenda Item

Resolution - Vector Control: Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with Lubbock County for vector control services.

Item Summary

This interlocal agreement will allow for the provision of vector control services to Lubbock County outside the City limits of Lubbock. The City agrees to provide treatment of playa lakes and recurring water sources as needed and six applications of an ultra-low volume adulticide using truck mounted applicators. A one time payment of $150,627 from Lubbock County to the City of Lubbock will be paid to share operational and maintenance expenses. If additional applications are required, the County shall pay the direct cost for each additional application.

Fiscal Impact

The City will receive $150,627 in revenue from Lubbock County.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - Interlocal Agreement

County - Interlocal Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Interlocal Agreement for the City of Lubbock's provision of vector control services for Lubbock County, by and between the City of Lubbock and The County of Lubbock, Texas, and related documents. Said 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 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 Pruitt, Assistant City Attorney

ccdocs/RES. Interlocal Agreement – City of Lubbock & Lubbock County – Vector Control
March 4, 2016

City of Lubbock, TX
Vector Control
Vector Control Service Agreement

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Interlocal Agreement entered into between Lubbock County, acting by and through its duly authorized County Commissioners Court, hereinafter called "County", and the City of Lubbock, acting by and through its duly authorized Mayor, hereinafter called, "City".

WHEREAS, the Lubbock County Commissioners County, Lubbock County, Texas, has determined that a need exists for vector control services in Lubbock County outside the city limits of the City of Lubbock; and

WHEREAS, the City of Lubbock agrees to furnish such services; and

NOW THEREFORE, the parties mutually agree as follows:

1. The City agrees to provide vector control services for the entire area of Lubbock County lying outside the city limits of the City of Lubbock, including incorporated areas within the county. The City will provide weekly reports to the County to inform of sprayed locations.

2. The City in providing this service shall pay all necessary expenses of the personnel involved in this service, including salaries, administration expense, fringe benefits, transportation vehicles, supplies, and maintenance and operation of transportation vehicles.

3. The term of this Agreement shall be from October 1, 2015, (the Effective Date), through September 30, 2016.

4. The County hereby agrees and obligates itself to pay to the City for this service a one time, lump sum amount of One Hundred Fifty Thousand Six Hundred Twenty Seven and no/100 dollars ($150,627.00), said amount to be paid no later than thirty (30) days after execution of this agreement by both parties. It is further understood and agreed that in the event additional mosquito applications are necessary, due to heavier than normal rain or a mosquito borne disease outbreak, the County shall pay the direct cost for such additional applications beyond six per year. Detailed costs of this program are shown in the estimated cost exhibit attached hereto as Exhibit A, which exhibit is incorporated herein by reference.

5. The City or the County may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by an authorized representative of both organizations and approved by both governing bodies.

6. The County agrees that all payments to this Agreement must be made from current revenues available to the County pursuant to Section 791.0111 of the Texas Government Code.

7. The Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

Executed this _____ day of _____, 2016.

COMMISSIONER'S COURT OF
LUBBOCK COUNTY, TEXAS:

Tom Head, County Judge 2-22-16

ATTEST:

Kelly Pinion, County Clerk

APPROVED AS TO FORM:

Neal Burt, Civil Chief
Assistant District Attorney

CITY OF LUBBOCK:

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Bill Howerton
Assistant City Manager

APPROVED AS TO FORM:

Mitch Satterwhite
First Assistant City Attorney

EXHIBIT A

MOSQUITO CONTROL SERVICE AGREEMENT

FY 2015-2016

1)	Personnel Services:	
	Salary and benefits for 5 Vector Control Workers, 1 Coordinator, and 1 part-time Entomologist:	
	$295,653 X 50% / 8 months	$98,551
2)	Supplies:	
	a. 80 gallons insecticide x 6 applications annually at $35/gallon	16,800
	b. 60 gallons larvacide x 6 applications annually at $35/gallon	12,600
3)	Fuel and Maintenance (5 ULV Foggers and 5 turbine sprayers):	
	a. Fuel: $15,752 X 40%	6,301
	b. Maintenance: $31,178 X 40%	12,471
4)	Miscellaneous Charges: (licenses, tools, uniforms, mail, phone)	
	$9,761 X 40%	3,904
	TOTAL	$150,627

Regular City Council Meeting **7. 1.**

Meeting Date: 03/24/2016

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3280, a request of Jess Lovi, Jr., for a zoning change from R-1 to M-1 on Lot 26, James Sub Addition, 1303 East 52nd Street, and consider an ordinance.

Item Summary

General Comments:
The request is for a zone change from R-1 to M-1 for storage. This R-1 subdivision is completely surrounded by M-1 zoning. The most recent residential development in this area was in August 2014, when the Zoning Board of Adjustment allowed a mobile home to be placed at 1113 East 56th Street.

Adjacent Land Uses:
North: M-1 (light industrial and commercial uses along 50th Street)
South: R-1 (vacant land)
East: R-1 (two single family homes)
West: R-1 (two single family homes and two vacant lots)

Comprehensive Land Use Plan (CLUP)
The request for M-1 zoning is a minor change to the CLUP. However, the request is appropriate due to the fact that the subdivision is completely surrounded by M-1 zoning and there has been very little residential development in the last several years.

Zoning Policy:
The request is not consistent with zoning policies as the property is designated as a residential use and policy requires a buffer of separation between residential and heavy manufacturing uses. However, this area is already atypical in that you have a small pocket of residential that is completely surrounded by M-1 zoning. The neighborhood is also fairly undeveloped with many vacant lots.

Effect on the adjacent street and thoroughfare system:
By allowing a manufacturing zoning within a single family district, traffic in the area could increase and possibly cause a negative impact on the adjacent homes. However, since the proposed use is storage, it is unlikely that the amount of traffic will significantly increase.

Recommendations:
On March 3, 2016, the Planning and Zoning Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Ordinance - Zone Case 3280
Map - Zone Case 3280

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. 3280;** A ZONING CHANGE FROM **R-1** TO **M-1** ZONING DISTRICT ON **LOT 26, JAMES SUB ADDITION,** LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3280

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** to **M-1** zoning district on **Lot 26,**

James Sub Addition, City of Lubbock, Lubbock County, Texas, located at **1303 E 52nd 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

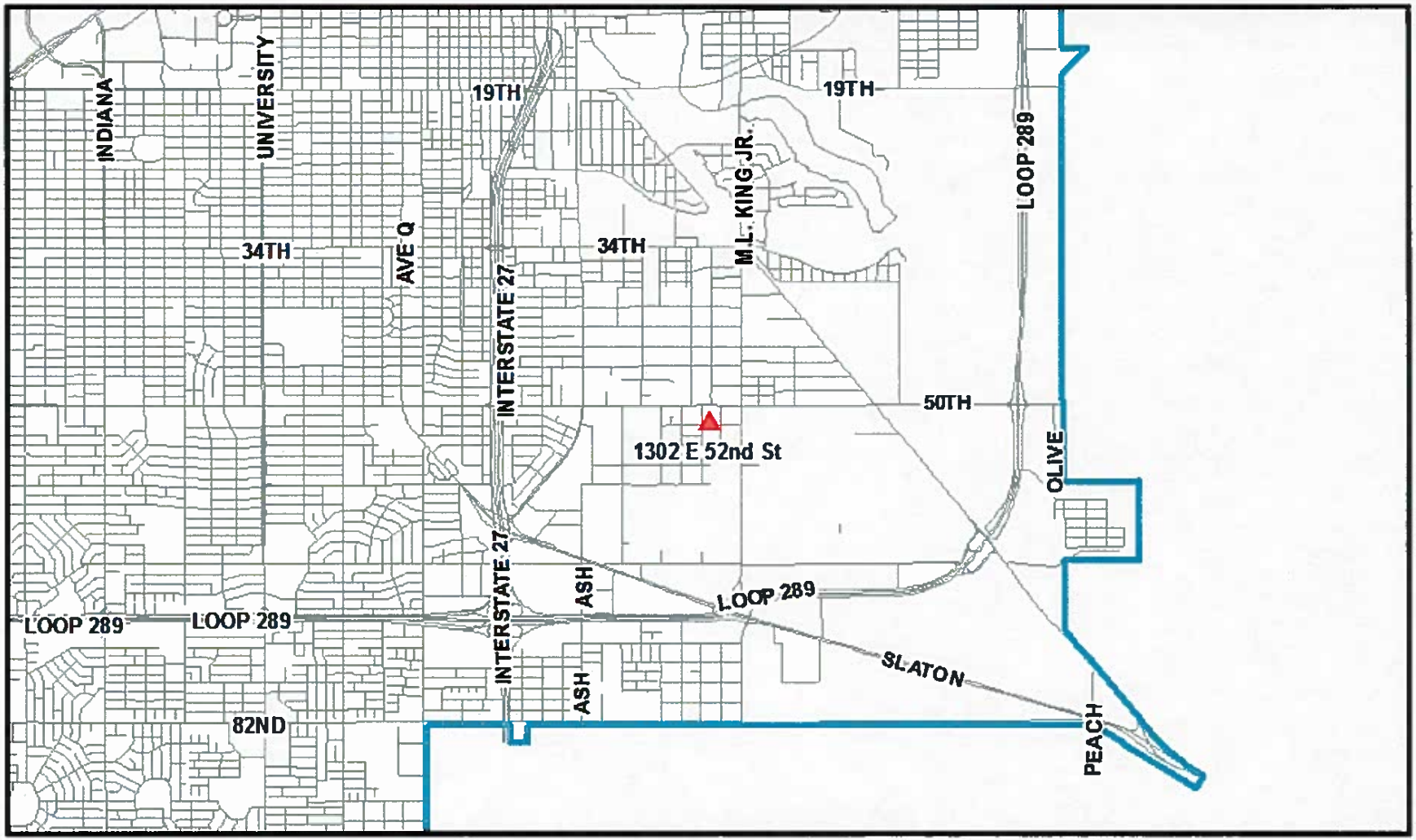
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

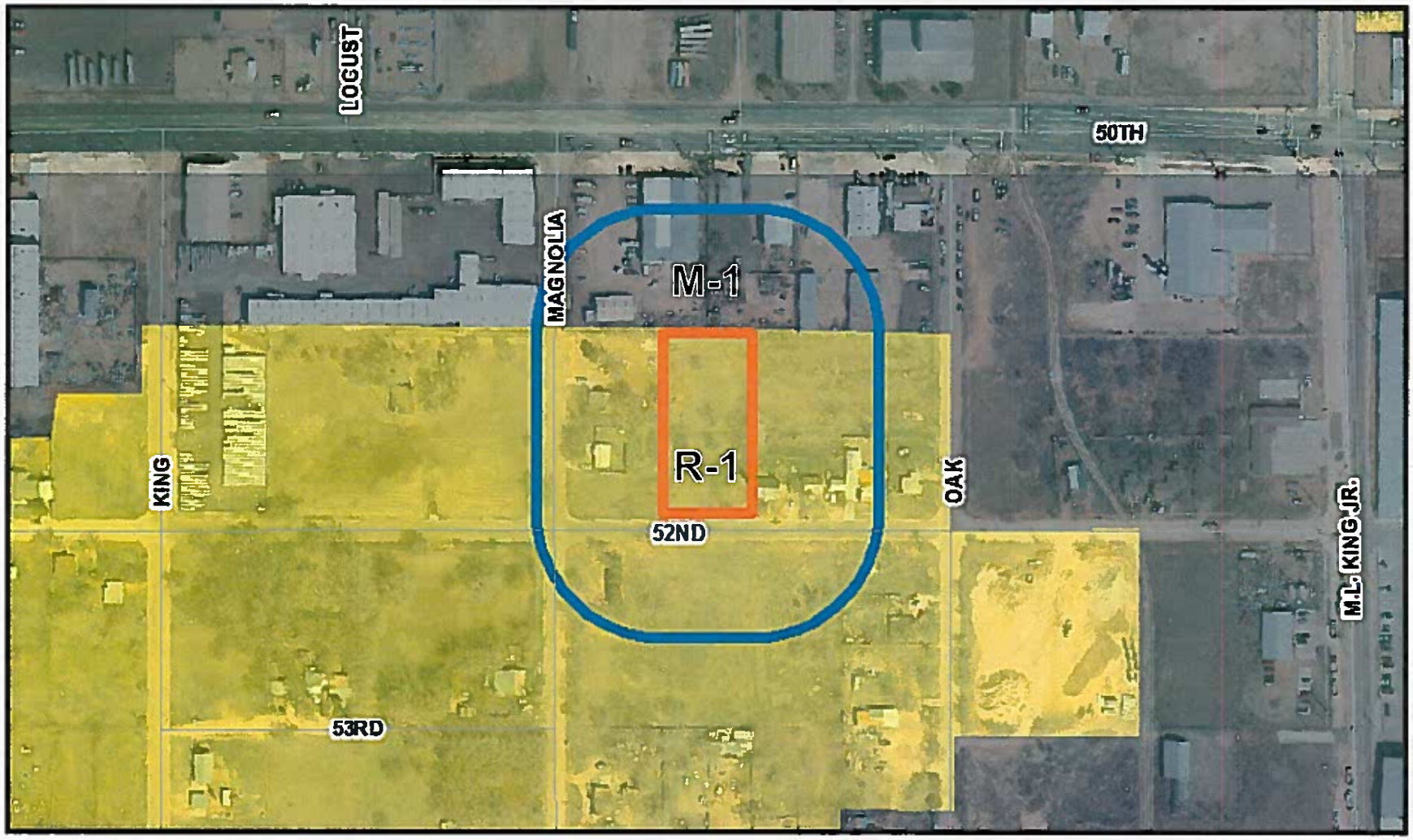
APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

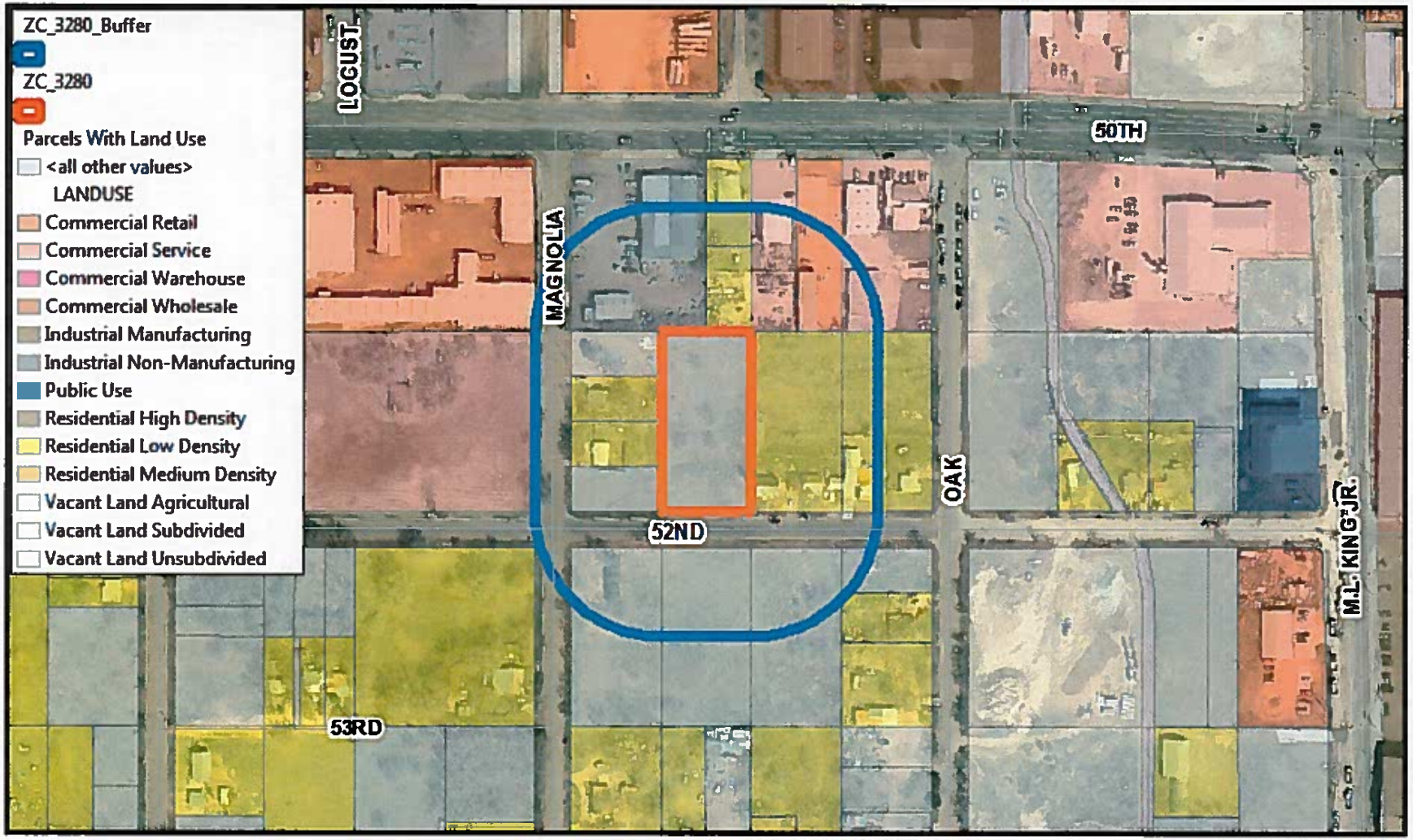
vw/cityatt/Justin/ZoneCase/ZC3280
March 3, 2016



P.Z.C. Case 3280



P.Z.C. Case 3280 Zoning



P.Z.C. Case 3280

Request of Jess Lovi Jr for a zoning change from R-1 to M-1, 1303 E 52nd Street

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Jess Love Jr

1314 E. 50th St
Street/Post Office Box

Lubbock, TX, 79404
City State Zip

(806) 741-1010
Telephone

For _____

Street/Post Office Box

City State Zip

( )
Telephone

Location or Address: 1303 E 52nd

Legal Description:* James Sub L 26

Existing Land Use: vacant **Existing Zoning:** R-1

Acreage or Square Footage of Property: 1.1 Acres

Zoning Requested: M-1

Proposed Development: Storage

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

Applicant's Signature 2-4-16 **Date**

Filing Fee: 478
($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: 26067 MAP S

Zone Case No.: 3280 **Agenda No.:** _____

Request for zoning change from: R-1 **To:** M-1

on Lot(s): 26 **Block(s):** _____

Subdivision: James Sub **Address:** 1303 E 52nd St

KS KC.

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.: 3280**

In Favor of X

Opposed ___

Reasons and/or Comments:

RECEIVED
MAR - 1 REC'D
PLANNING DEPARTMENT

Print Name John Andrew French, trustee

Signature: [signature]

Address: 2543 Boundary St San Diego CA 92104

Address of Property Owned: 1116 E 50th, Lubbock TX

6 of 13

Zone Case Number: 3280 26037
FRENCH FAMILY TRUST
%FRENCH J ANDREW &
MARIE B TRUSTEES
2543 BOUNDARY STREET
SAN DIEGO CA 92104

Regular City Council Meeting **7. 2.**

Meeting Date: 03/24/2016

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 2871-D, a request of Stellar Development Company for a zoning change from C-3 to A-2 on 4.773 acres of unplatted land out of Block AK, Section 28, 5902 98th Street, and consider an ordinance.

Item Summary

General comments:
The request is to rezone a property from C-3 to A-2 for senior housing.

Adjacent land uses:
North: R-2 Duplex Zoning and 96th street.
South: A-2 St. Luke's and 98th Street.
East: C-3 Stripes and across Frankford Avenue – Hope Lutheran Church
West: Firestation COL.

Comprehensive Land Use Plan (CLUP):
The project is consistent with the CLUP as it abuts residential and acts as a buffer to a major thoroughfare – 98th Street. The proposed request is considered a downzone from C-3 Commercial.

Zoning Policy:
A buffer districts such as A-2 is intended to provide alternative higher density multi-family developments which would be harmonious and compatible with lower-density uses. With limited access off 96th Street, the property should cause little to no impact towards the low density, duplex zone. The required setback from R-1/R-2 property from a single or multistory development along with a residential street should lessen the impact on the low density zoning.

25-15 feet front setback, 5 foot side setback, 10 feet rear setback.

Effect on the adjacent street and thoroughfare system:
None.

Recommendations:
Staff supports the request.

On March 3, 2016, the Planning and Zoning Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Ordinance - Zone Case 2871-D
Map - 2871-D

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. 2871-D;** A ZONING CHANGE FROM **C-3** TO **A-2** ZONING DISTRICT ON **4.773 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 28,** 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. 2871-D

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-3** to **A-2** zoning district on **4.773**

acres of unplatted land out of Block AK, Section 28, City of Lubbock, Lubbock County, Texas, located at **5902 98th Street**, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
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/ZC2871-D
March 3, 2016

Metes and Bounds Description on a 4.771 Acre (207,838 sq. ft.) tract of land out of that tract described in Volume 5016, Page 242, Real Property Records of Lubbock County, Texas, and out of Section 28, Block AK, Lubbock County, Texas, and being more particularly described as follows;

Beginning at a 1/2" iron rod with cap, found for the Southwest corner of Tract "A", Day Estates, an Addition to the City of Lubbock, Lubbock County, Texas, as recorded in County Clerk File Number 2009015165, Official Public Records of Lubbock County, Texas, and in the North Right of Way line of 98th Street as described in Volume 5732, Page 272, Real Property Records of Lubbock County, Texas, for the Southeast and beginning corner of this tract;

Thence N87°59'40"W, along the said North Right of Way line of 98th Street, a distance of 504.58 feet to a crow's foot chiseled in concrete, set for the Southeast corner of that tract described in County Clerk File Number 2011027397, Official Public Records of Lubbock County, Texas, and for the Southwest corner of this tract;

Thence N02°00'11"E, along the East line of said tract described in County Clerk File Number 2011027397, a distance of 363.00 feet to an "x" chiseled in concrete, set in the South Right of Way line of 96th Street as described in Volume 9291, Page 229, Official Public Records of Lubbock County, Texas, for the Northeast corner of said tract described in County Clerk File Number 2011027397, and for the Northwest corner of this tract;

Thence N76°50'45"E, along the said South Right of Way line of 96th Street, a distance of 479.50 feet to a 1/2" iron rod with cap, found for the Northwest corner of that tract described in County Clerk File Number 2014000901, Official Public Records of Lubbock County, Texas, and for the most Northerly Northeast corner of this tract;

Thence S01°48'39"W, along the West line of said tract described in County Clerk File Number 2014000901, a distance of 228.14 feet to a 1/2" iron rod with cap, found for the Southwest corner of said tract described in County Clerk File Number 2014000901, and for a corner of this tract;

Thence S87°45'57"E, along the South line of said tract described in County Clerk File Number 2014000901, a distance of 39.96 feet to a 1/2" iron rod with cap, found for the Northwest corner of said Tract "A", Day Estates, an Addition, and for the most Easterly Northeast corner of this tract;

Thence S01°46'33"W, along the West line of said Tract "A", Day Estates, an Addition, a distance of 260.10 feet to the Point of Beginning.

Containing 4.771 Acres (207,838 sq. ft.) more or less

CATEGORY 1A SURVEY

ON A 4.771 ACRE (207,838 SQ. FT.) TRACT OF LAND OUT OF THAT TRACT DESCRIBED IN VOLUME 5016, PAGE 342, REAL PROPERTY RECORDS OF LUBBOCK COUNTY, TEXAS, AND OUT OF SECTION 24, BLOCK AK, LUBBOCK COUNTY, TEXAS

PREPARED FOR:
Stellar Development Company

REVISIONS

DATE

BY

Sheet 1 of 1

CIVIL ENGINEERING
LAND SURVEYING

Surveyor's Report

Surveyor's Certificate

Basis of Bearings

Legend

Abbreviations

Notes

Schedule B Items

VICINITY MAP

SCALE: 1" = 50'

FARMERS AVENUE (VOLUME 7744, PAGE 71)

66TH STREET (VOLUME 9352, PAGE 202)

GROVER AVENUE (VOLUME 9201, PAGE 229)

4.771 ACRES
207,838 SQ. FT.
(NO IMPROVEMENTS ON SUBJECT TRACT)

P.O.B. FOUND 5/8" IR AT THE SOUTHWEST CORNER OF TRACT "A", DAY ESTATES

TRACT "A", DAY ESTATES
(CITY# 2009071163)

CITY# 2011020801

CITY# 2011021207

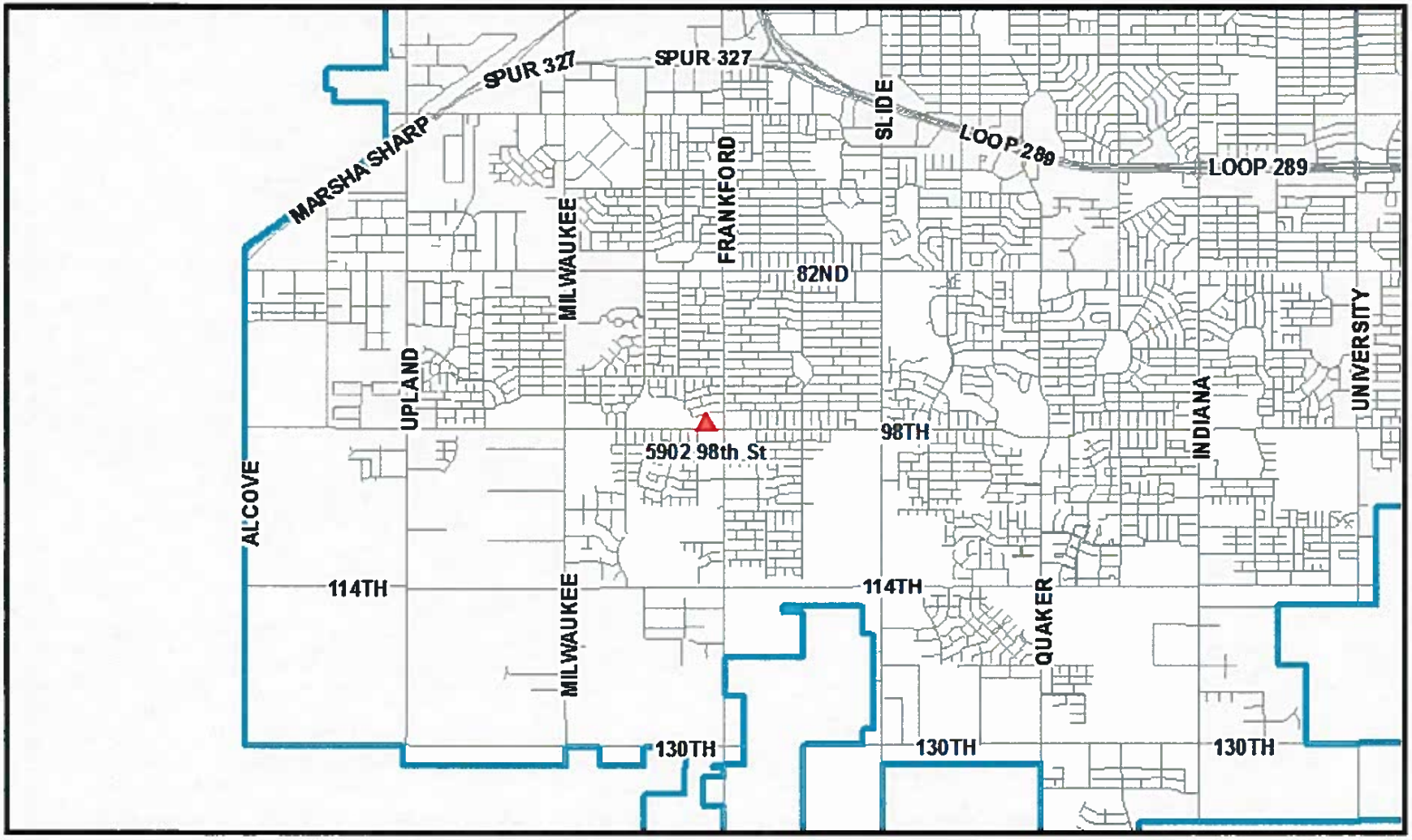
S87°46'37"E 38.56'

S87°46'37"E 330.00'

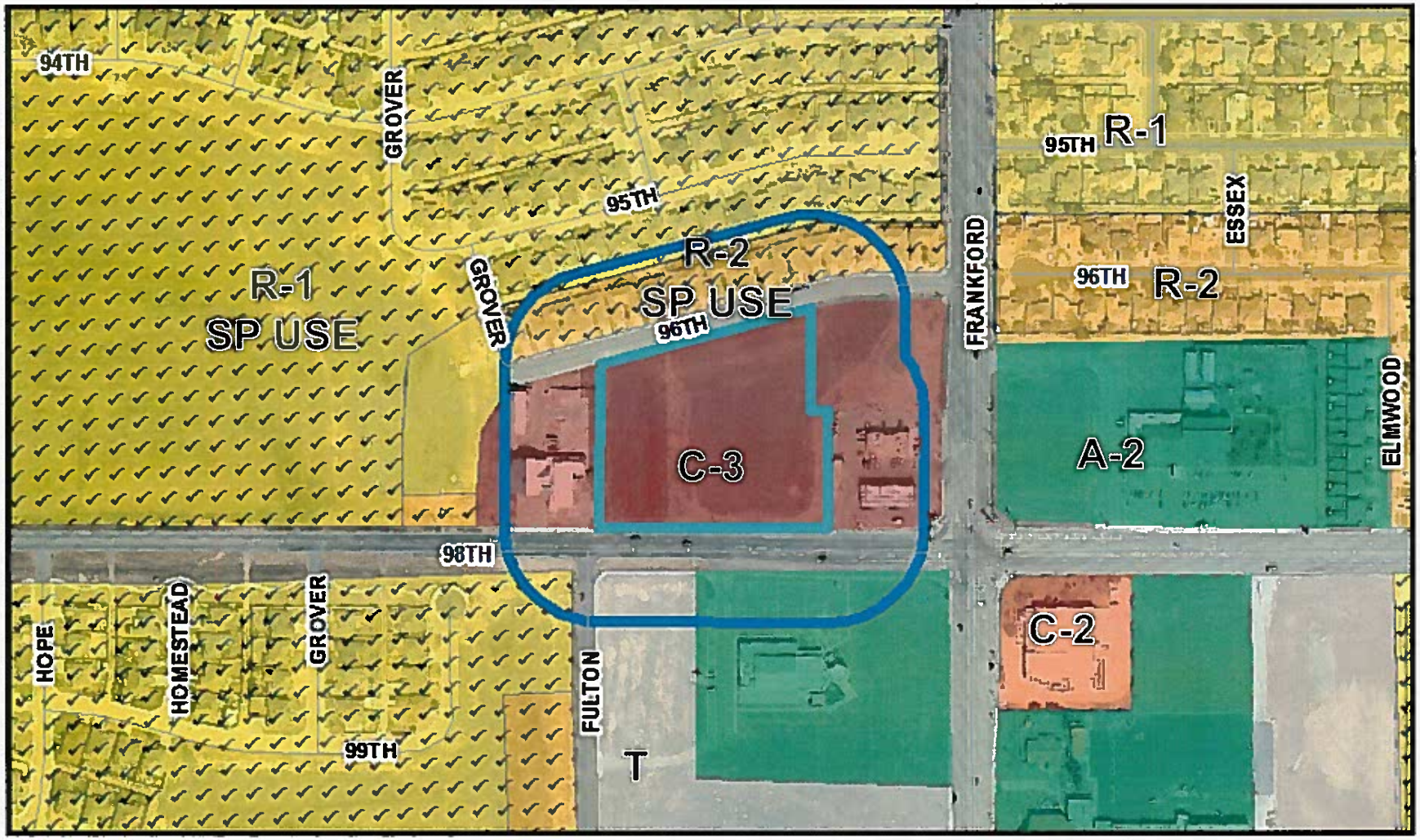
N87°46'37"W 364.56'

S01°44'23"W 330.00'

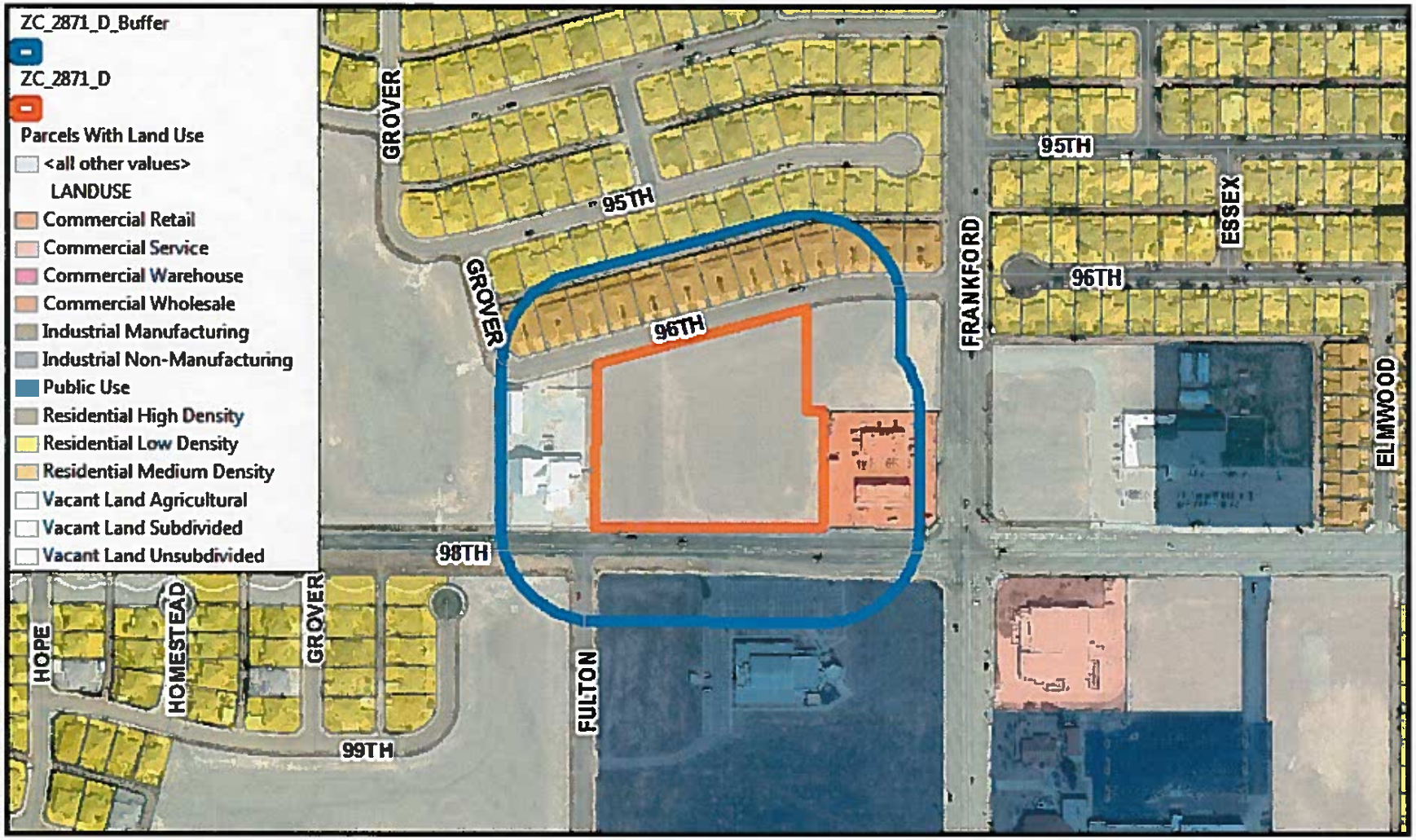
N01°44'23"E 330.00'



P.Z.C. Case 2871-D

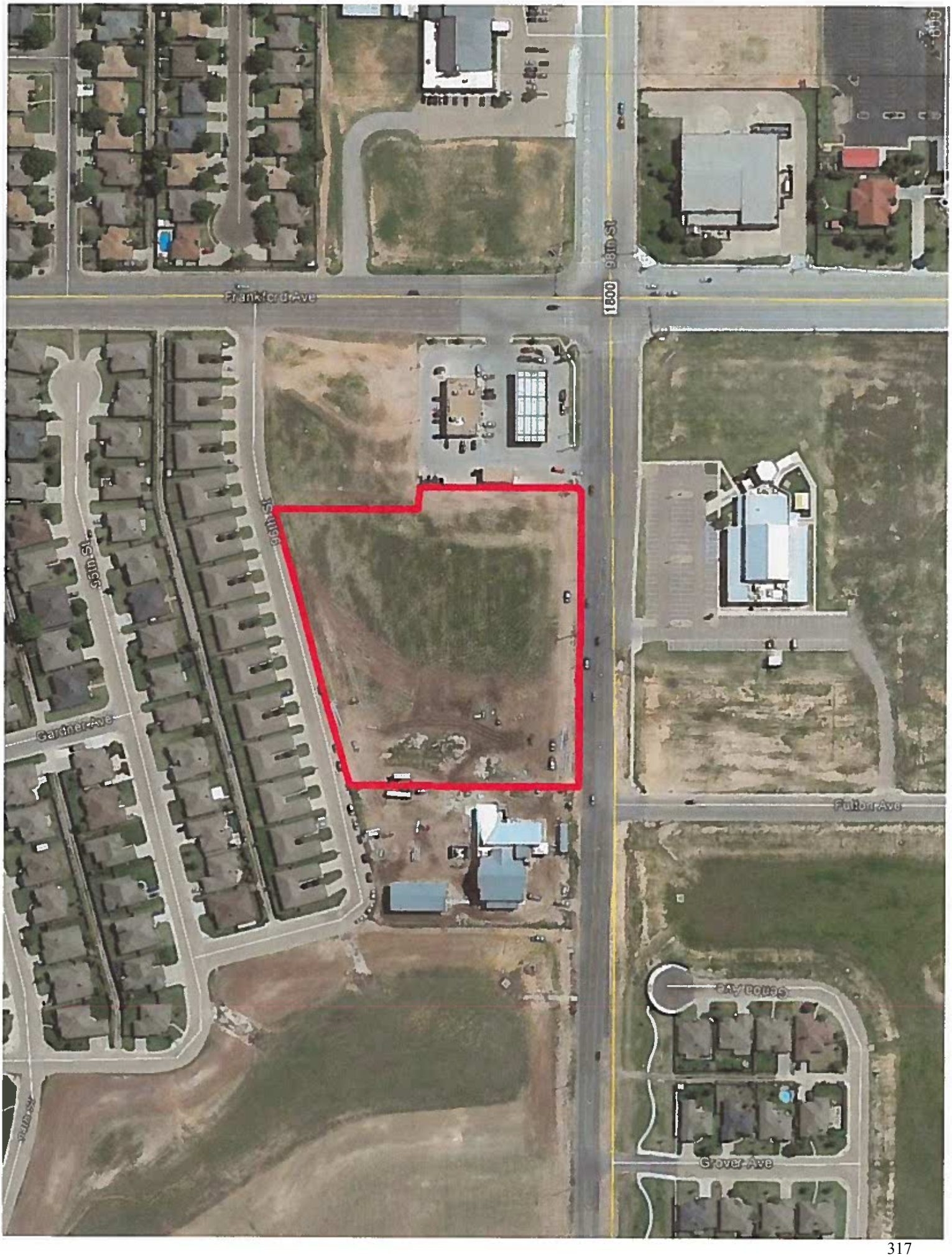


P.Z.C. Case 2871-D Zoning



P.Z.C. Case 2871-D

Request of Stellar Development Company for a zoning change from C-3 to A-2, 5902 98th Street


Frankford Ave
98th St
98th St
98th St
Gardner Ave
Fulton Ave
Grover Ave

SH LUBBOCK 98TH, LP

February 3, 2016

City of Lubbock
1625 13th Street
Lubbock, Texas 79401

RE: Proposed The Villas
+/- 4.679 acres located on the NW corner of 98th & Frankford Ave.

Ladies and Gentlemen:

SH Lubbock 98th, LP (the "Applicant") proposes to construct a multifamily housing property called The Villas Apartments on the tract referenced above. An application is in the process of being made to the City of Lubbock (the "City") for change of zoning of the site to permit the proposed development.

In consideration for the City's consideration of the zoning application, the Applicant and its affiliates voluntarily and knowingly waive, release and discharge the City and its affiliates, employees, officers, and agents (the "City Parties") from all claims, liabilities, demands, and causes of action, known or unknown, fixed or contingent, which the Applicant may have or claim to have against any of the City Parties resulting from any failure of the zoning application to be approved (the "Claims"). The Applicant and its affiliates agree not to file a lawsuit to assert such Claims.

Sincerely,

SH Lubbock 98th, LP

By: _____
Paul Stell,
its authorized representative

Paul Stell 6502 Slide Rd. Ste 404 Lubbock, Tx 79424 806.771.2030

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Stellar Development Company

6502 Slide Rd. Ste 404
Street/Post Office Box

Lubbock TX 79424
City State Zip

(806) 771-2030
Telephone

For CCDR LTD.

679 CR 224
Street/Post Office Box

Meadow TX 79345
City State Zip

( )
Telephone

Location or Address: 5804 98th St.

Legal Description:* BLK AK SEC 28 AB 750 TR C OF S/3 AC: 70.2554

Existing Land Use: Vacant Unsubdivided **Existing Zoning:** C3

Acreage or Square Footage of Property: 4.679 acres

Zoning Requested: A-2 three story

Proposed Development: Multifamily Residential

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

Applicant's Signature **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

MTB

Map 21

Zone Case No.: 2871-D **Agenda No.:**

Request for zoning change from: C-3 **To:** A-2

on 4.679 acres of unplatted land out of Block AK, section 28

on Lot(s): **Block(s):**

Subdivision: **Address:** 5902 98th St

5902

KS KH

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.: 2871-D**

In Favor of ____

Opposed X

Reasons and/or Comments:

Not interested in having high density apartments so close to our house. Concerned it may reduce the value of our home, increase crime, and increase foot & vehicle traffic in our neighborhood.

Print Name Michael Van Horn & Stephanie Van Horn

Signature: Michael V H Stephani Van H

Address: 5901 95th St, Lubbock TX 79424

Address of Property Owned: 5901 95th St Lubbock TX 79424

20 of 21

RECEIVED
MAR - 1 REC'D
PLANNING DEPARTMENT

Zone Case Number: 2871-D 81733
VAN HORN MICHAEL & STEPHANIE A
5901 95TH ST

LUBBOCK TX 79424

Regular City Council Meeting **7. 3.**

Meeting Date: 03/24/2016

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3281, a request of Alliance Realty Services, for Yates II by LC, for a zoning change from T, C-2A, and C-3 to IHC on Tract 1-C, Tract 1-D, south 15 feet of Tract 1-B and Tract 1-A, less 4 feet east of 170 feet north, Snow Davis Addition, and 7.0456 acres of unplatted land, Section 44, Block AK, Southeast corner of 19th Street and West Loop 289, and consider an ordinance.

Item Summary

General comments:
The request is to zone a property from T to IHC. The proposed case is for surplus Texas Department of Transportation (TxDOT) land after the removal of the cloverleaf ramps.

Adjacent land uses:
North: 19th Street and IHC (Academy)
South: C2 (Beehive Assisted Living)
East: C-3 (Joel's, Yates flooring)
West: West Loop 289

Comprehensive Land Use Plan (CLUP):
The project is consistent with the CLUP as the zoning would serve a city-wide or regional area.

Zoning Policy:
The property is surplus TxDOT Right-of way which was previously zoned T when it was a portion of the clover ramp on/off West Loop 289. We use transitional zoning when annexing a property into the city limits. TxDOT has since abandoned this right-of-way, leaving the property still zoned transitional. The property to the north has previously been zoned IHC and had the same situation as this one. The additional acreage is zoned C-3 and the change would clean up the zoning and zone the area uniformly IHC.

Effect on the adjacent street and thoroughfare system:
None.

Recommendations:
Staff supports the request.

On March 3, 2016, the Planning and Zoning Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Ordinance - Zone Case 3281
Map - 3281

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. 3281;** A ZONING CHANGE FROM **T, C-2A, AND C-3 TO IHC** ZONING DISTRICT **ON TRACT 1-C, TRACT 1-D, SOUTH 15 FEET OF TRACT 1-B AND TRACT 1-A, LESS 4 FEET EAST OF 170 FEET NORTH, SNOW DAVIS ADDITION, AND 7.0456 ACRES OF UNPLATTED LAND, SECTION 44, BLOCK AK,** 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. 3281

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, C-2A, and C-3 to IHC** zoning district **on Tract 1-C, Tract 1-D, south 15 feet of Tract 1-B and Tract 1-A, less 4 feet east of 170 feet north, Snow Davis Addition, and 7.0456 acres of unplatted land, Section 44, Block AK**, City of Lubbock, Lubbock County, Texas, located at **Southeast corner of 19th Street and West Loop 289**, 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

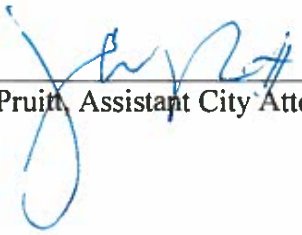
ATTEST:

_____
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/ZC3281
March 3, 2016

EXHIBIT "A"

County: Lubbock
Highway: West Loop 289
Limits: Intersection of West Loop 289 to SH 114 (19th Street)
R.O.W. CSJ: 0783-02-087
CCSJ: 0783-02-001

Property Description for Tract No. 1

(1) THENCE South 44 degrees 35 minutes 47 seconds West, continuing with the existing southeasterly right-of-way line of said West Loop 289, with the southeasterly line of said called 4.873 acre tract of land, and with the northwesterly line of said Tract "1-D", passing at a distance of 182.27 feet, a point for the common southeasterly corner of said called 4.873 acre tract of land and northeasterly corner of said called 0.080 acre tract of land, continuing with the existing southeasterly right-of-way line of said West Loop 289, with the southeasterly line of said called 0.080 acre tract of land, and with the northwesterly line of said Tract "1-D", passing at a distance of 299.90 feet, a 3/8 inch iron rod found for the common westerly corner of said Tract "1-D" and northerly corner of a called 0.9495 acre tract of land conveyed to Yatesiiby, L.C. as recorded in Document No. 2014003927, Official Public Records of Lubbock County, Texas, continuing with the existing southeasterly right-of-way line of said West Loop 289, with the southeasterly line of said called 0.080 acre tract of land, and with the northwesterly line of said called 0.9495 acre tract of land, passing at a distance of 300.47 feet, a point for the southerly corner of said called 0.080 acre tract of land common to a southeasterly corner of said called 27.622 acre tract of land, continuing with the existing southeasterly right-of-way line of said West Loop 289, with the southeasterly line of said called 27.622 acre tract of land, and with the northwesterly line of said called 0.9495 acre tract of land, passing at a distance of 303.93 feet, a 3/4 inch iron pipe found for reference, in all, a distance of 377.39 feet to a 1/2 inch iron rod with cap stamped "Hugo Reed & Assoc." found (CM) for the beginning of a curve to the left whose chord bears South 26 degrees 26 minutes 51 Seconds West, a distance of 297.16 feet;

(2) THENCE continuing with the existing southeasterly right-of-way line of said West Loop 289, with the southeasterly line of said called 27.622 acre tract of land, and with the northwesterly line of said called 0.9495 acre tract of land, and with said curve to the left, having a radius of 477.00 feet, a central angle of 36 degrees 17 minutes 54 seconds, passing at an arc length of 85.47 feet, a 1/2 inch iron rod with cap stamped "Hugo Reed & Assoc." found (CM) for reference, in all, an arc length of 302.19 feet to a point for the intersection of the existing southeasterly right-of-way line of said West Loop 289 with the proposed southeasterly right-of-way line of said West Loop 289 at Station 109+63.20, 152.99 feet Left, from which a 1/2 inch iron rod with cap stamped "Hugo Reed & Assoc." found for reference bears South 24 degrees 20 minutes 52 seconds East, a distance of 0.22 feet, said point also being the beginning of a non-tangent curve to the right whose chord bears North 09 degrees 02 minutes 40 seconds East, a distance of 376.04 feet;

EXHIBIT "A"

County: Lubbock
Highway: West Loop 289
Limits: Intersection of West Loop 289 to SH 114 (19th Street)
R.O.W. CSJ: 0783-02-087
CCSJ: 0783-02-001

Property Description for Tract No. 1

(3) THENCE with said proposed southeasterly right-of-way line of said West Loop 289 and with said non-tangent curve to the right, having a radius of 2425.03 feet, a central angle of 08 degrees 53 minutes 37 seconds, and an arc length of 376.42 feet to a 1/2 inch iron rod with cap stamped "Hugo Reed & Assoc." found (CM) for corner;

(4) THENCE North 13 degrees 29 minutes 28 seconds East, with said proposed southeasterly right-of-way line of said West Loop 289, a distance of 136.15 feet to a 1/2 inch iron rod with cap stamped "Hugo Reed & Assoc." found (CM) for corner;

(5) THENCE North 17 degrees 47 minutes 41 seconds East, with said proposed southeasterly right-of-way line of said West Loop 289, a distance of 159.38 feet to a 1/2 inch iron rod with cap stamped "Hugo Reed & Assoc." found (CM) for corner;

(6) THENCE South 75 degrees 40 minutes 50 seconds East, with said proposed southeasterly right-of-way line of said West Loop 289, a distance of 145.75 feet to a 1/2 inch iron rod with cap stamped "Hugo Reed & Assoc." found (CM) for the beginning of a curve to the right whose chord bears South 60 degrees 32 minutes 44 seconds East, a distance of 82.30 feet;

(7) THENCE with said proposed southeasterly right-of-way line of said West Loop 289 and with said curve to the right, having a radius of 157.61 feet, a central angle of 30 degrees 16 minutes 09 seconds, passing at an arc length of 63.70 feet, a 1/2 inch iron rod with cap stamped "Hugo Reed & Assoc." found (CM) for reference, in all, an arc length of 83.26 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for corner;

(8) THENCE South 45 degrees 24 minutes 39 seconds East, with said proposed southeasterly right-of-way line of said West Loop 289, a distance of 62.97 feet to the **POINT OF BEGINNING** and containing 84,753 square feet or 1.946 acres of land, more or less.

EXHIBIT "A"

County: Lubbock
Highway: West Loop 289
Limits: Intersection of West Loop 289 to SH 114 (19th Street)
R.O.W. CSJ: 0783-02-087
CCSJ: 0783-02-001

Property Description for Tract No. 1

NOTES:

1. All coordinates and bearings are based on the Texas State Plane Coordinate System, N.A.D. 83, CORS 96 (EPOCH 2002.00), North Central Zone 4202. All distances and coordinates shown are surface values and may be converted to grid by dividing by TxDOT conversion factor for Lubbock County of 1.000293077.

2. A plat of same date accompanies this description.

3. This survey was performed without the benefit of a title commitment.

4. All stations and offsets shown are calculated relative to the project centerline (Loop 289 baseline) unless otherwise noted.

I, Chris T. Abbott, a Registered Professional Land Surveyor, do hereby declare that this description and accompanying plat is true and correct to the best of my knowledge and belief and that the property described herein was determined by survey made on the ground under my direction and supervision.

Chris T. Abbott
Registered Professional Land Surveyor No. 6407
Gorrondona & Associates, Inc.
7524 Jack Newell Boulevard S.
Fort Worth, Texas 76118
Office 817-496-1424 Fax 817-496-1768
Texas Firm No. 10106900

EXHIBIT "A"

County: Lubbock
November 10, 2014
Highway: STATE HIGHWAY LOOP 289 & STATE HIGHWAY 114 (19TH STREET)
R.O.W. CSJ: 0783-02-087

Description for Surplus Tract No. 2

BEING 181,725 square feet tract of land, more or less, in the W.D. Mayfield Survey, Abstract Number 1395, a part of Section 44, Block AK, EL&RR Railroad Company Survey and the J.C. Coleman Survey Abstract Number 944, a part of Section 44, Block AK, EL&RR Railroad Company Survey, City of Lubbock, Lubbock County, Texas, and being part of that certain called 27.622 acre tract of land described by deed to The State of Texas, as recorded in Volume 819, Page 17, Deed Records of Lubbock County, Texas and a part of that certain called 4.873 acre tract of land described by deed to The State of Texas, as recorded in Volume 934, Page 622, of said Deed Records, said 181,725 square feet of land being more particularly described by the metes and bounds as follows:

BEGINNING at a railroad spike (controlling monument) (surface coordinate North 7,274,871.08, East 920,885.23), found for the common northeast corner of said 4.873 acre tract of land, being in the common south line of that certain called 0.571 acre tract of land described by deed to The State of Texas, as recorded in Volume 502, Page 315, of said Deed Records, the north line of Tract 1-A, as depicted on an addition entitled "Tracts "1-A" Thru "1-D", A Replat Of The Replat of Lot 1, SNOW DAVIS ADDITION to the City Of Lubbock, Lubbock County, Texas" as recorded in Volume 1976, Page 697, of said Deed Records, and the south right of way line of State Highway 114 (130' right of way), being the beginning of a non-tangent curve to the left, the radius point of said curve bears South 01 degrees 51 minutes 29 seconds West, a distance of 207.00 feet;

1) **THENCE** Southwestwardly, along the existing easterly right of way line of State Highway Loop 289 (a variable width right of way), the common easterly line of said 4.873 acre tract of land, the westerly line of said Tract 1-A, and along said non-tangent curve to the left with a central angle of 47 degrees 15 minutes 42 seconds, a radius of 207.00 feet, and an arc length of 170.75 feet, the chord of said curve bears South 68 degrees 13 minutes 38 seconds West, a distance of 165.95 feet to a 1/2 inch steel rod with a yellow cap marked "AZB" set;

2) **THENCE** South 44 degrees 35 minutes 47 seconds West, continuing along said existing easterly right of way line of State Highway Loop 289, the common easterly line of said 4.873 acre tract of land and the westerly line of said Tract 1-A, passing at a distance of 37.61 feet the common most westerly northwest corner of said Tract 1-A and the most northerly corner of Tract 1-D, as depicted on said addition entitled "Tracts "1-A" Thru "1-D", A Replat Of The Replat of Lot 1, SNOW DAVIS ADDITION to the City Of Lubbock, Lubbock County, Texas", continuing along said existing easterly right of way line of State Highway Loop 289, the common easterly line of said 4.873 acre tract of land and the westerly line of said Tract 1-

County: Lubbock
November 10, 2014
Highway: STATE HIGHWAY LOOP 289 & STATE HIGHWAY 114 (19TH STREET)
R.O.W. CSJ: 0783-02-087

Description for Surplus Tract No. 2

D, in all a total distance of 537.60 feet to a 5/8 inch steel rod with a blue cap marked "Gorrondona" (controlling monument) found for the northeast corner of a called 1.946 acre tract of land designated as "Surplus Tract No. 1" dated August 12, 2014 by Chris T. Abbott R.P.L.S. 6407 (unrecorded at this time);

3) THENCE North 45 degrees 24 minutes 39 seconds West, departing said common line, along the north line of said Surplus Tract No. 1, over and across said 4.873 acre tract of land, a distance of 62.97 feet to a 5/8 inch steel rod with a blue cap marked "Gorrondona" (controlling monument) found for the beginning of a tangent curve to the left;

4) THENCE Northwestwardly, continuing along said north line, and across said 4.873 acre tract of land, and along said tangent curve to the left with a central angle of 30 degrees 16 minutes 11 seconds, an radius of 157.61 feet, an arc length of 83.27 feet, the chord of said curve bears North 60 degrees 32 minutes 45 seconds West, a distance of 82.30 feet to a 1/2 inch steel rod found with a yellow cap marked "Hugo Reed & Associates" (controlling monument) found;

5) THENCE North 75 degrees 40 minutes 50 seconds West, continuing along said north line, over and across said 4.873 acre tract of land, and across said 27.622 acre tract of land, a distance of 145.75 feet to a 1/2 inch steel rod found with a yellow cap marked "Hugo Reed & Associates" (controlling monument) found for the northwest corner of said Surplus Tract No. 1, being in the proposed easterly right of way of State Highway Loop 289;

THENCE departing said north line, continuing over and across said 4.873 acre tract of land and said 27.622 acre tract of land and along the proposed easterly and southerly right of way line of State Highway Loop 289 the following seven (7) courses and distances;

6) North 13 degrees 49 minutes 24 seconds East, a distance of 56.18 feet to a 1/2 inch steel rod with a yellow cap marked "AZB" set;

7) South 76 degrees 23 minutes 30 seconds East, a distance of 40.00 feet to a 1/2 inch steel rod with a yellow cap marked "AZB" set;

8) North 13 degrees 36 minutes 30 seconds East, a distance of 40.00 feet to a 1/2 inch steel rod with a yellow cap marked "AZB" set;

EXHIBIT "A"

County: Lubbock
November 10, 2014
Highway: STATE HIGHWAY LOOP 289 & STATE HIGHWAY 114 (19TH STREET)
R.O.W. CSJ: 0783-02-087

Description for Surplus Tract No. 2

9) North 76 degrees 23 minutes 30 seconds West, a distance of 40.13 feet to a 1/2 inch steel rod with a yellow cap marked "AZB" set;

10) North 13 degrees 40 minutes 44 seconds East, a distance of 110.14 feet to a 1/2 inch steel rod with a yellow cap marked "AZB" set for the beginning of a tangent curve to the right;

11) Northeastwardly, along said tangent curve to the right with a central angle of 78 degrees 10 minutes 44 seconds, a radius of 185.00 feet, an arc length of 252.43 feet, the chord of said curve bears North 52 degrees 46 minutes 06 seconds East, a distance of 233.30 feet to a 1/2 inch steel rod with a yellow cap marked "AZB" set;

12) South 88 degrees 08 minutes 31 seconds East, a distance of 555.08 feet to the **POINT OF BEGINNING** and containing 181,725 square feet [4.172 Acres] of land, more or less.

Basis of Bearings is the Texas Coordinate System of 1983, Texas North Central Zone (4202) North American Datum 1983 (N.A.D. 83) as determined by GPS observations using the TxDOT VRS network. All coordinates listed are adjusted to surface, with a grid to surface adjustment factor of 1.00011 (Lubbock County).

A survey plat of even survey date herewith accompanies this field note description.

I, E. David Utzman, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this land description and attached plat accurately depict an actual survey made on the ground under my supervision on November 10, 2014.

STATE OF TEXAS
REGISTERED
E. DAVID UTZMAN
4607
PROFESSIONAL
LAND SURVEYOR

E. David Utzman
Registered Professional Land Surveyor
Texas No. 4607

11/25/14
Date

EXHIBIT "A"
PAGE 7 OF 7

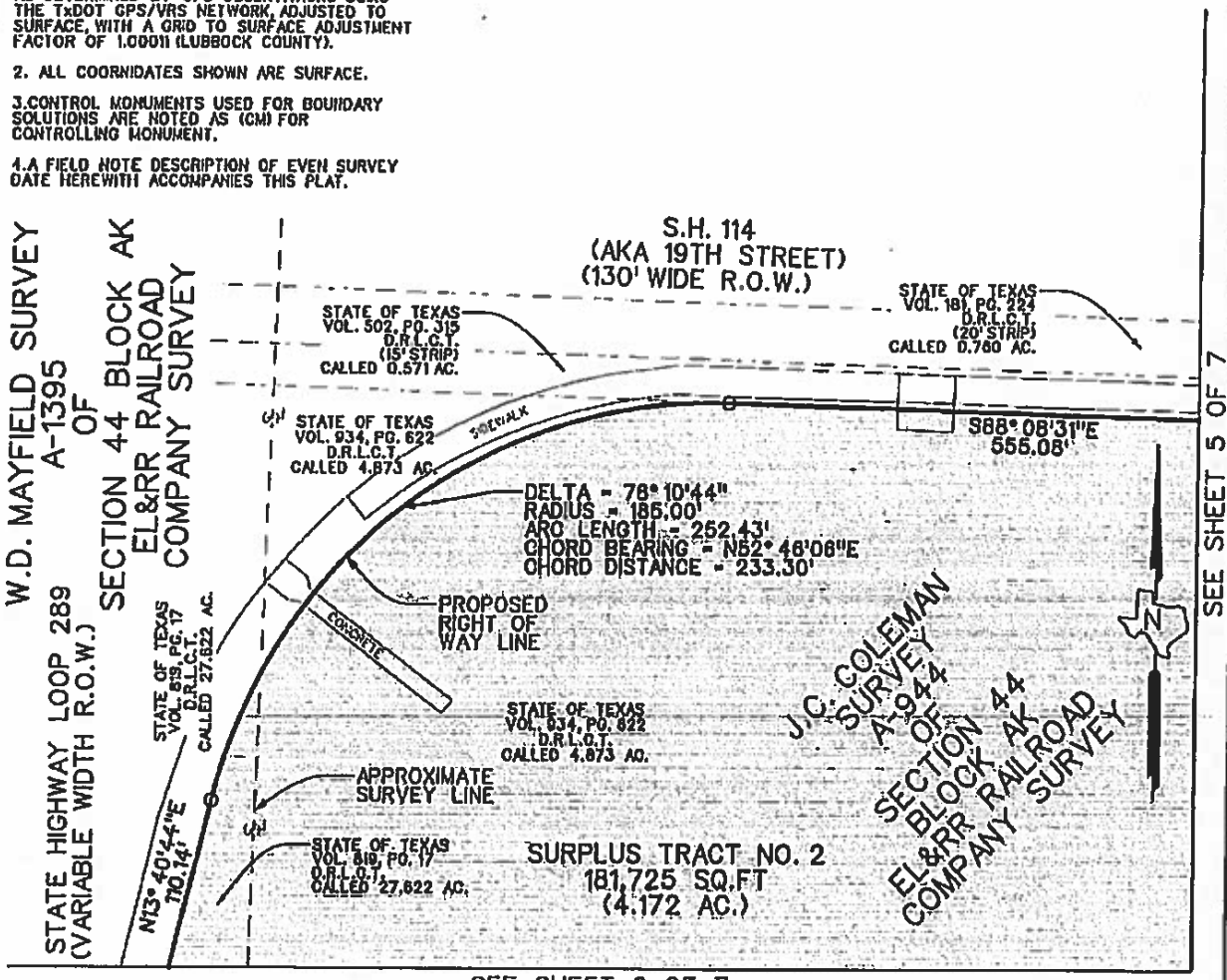
NOTES:

1.BASIS OF BEARINGS IS THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM 1983 (N.A.D. 83) AS DETERMINED BY GPS OBSERVATIONS USING THE TxDOT GPS/VRS NETWORK, ADJUSTED TO SURFACE, WITH A GRID TO SURFACE ADJUSTMENT FACTOR OF 1.00011 (LUBBOCK COUNTY).

2. ALL COORNIDATES SHOWN ARE SURFACE.

3.CONTROL MONUMENTS USED FOR BOUNDARY SOLUTIONS ARE NOTED AS (CM) FOR CONTROLLING MONUMENT.

4.A FIELD NOTE DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT.



SEE SHEET 6 OF 7

SCALE IN FEET

0 30 60 90 120

SCALE: 1"=60'

LEGEND

- PROPOSED ROW LINE
- EXISTING ROW LINE
- PROPERTY LINE
- COUNTY LINE
- DENIAL OF ACCESS LINE
- SURVEY LINE
- FENCE LINE
- CITY LIMITS
- EASEMENTS
- RAILROAD
- STRUCTURES

⊙ 1/2" SRS W/YELLOW CAP STAMPED AZB (UNLESS OTHERWISE NOTED)

SRS - STEEL ROD SET
SPF - STEEL PIPE FOUND
SRF - STEEL ROD FOUND
P.O.C. - POINT OF COMMENCING
P.O.B. - POINT OF BEGINNING

A PLAT OF A SURVEY OF
SURPLUS TRACT NO. 2
FOR LOOP 289 & 19TH STREET
R.O.W. CSJ: 0783-02-087
181,725 SQ.FT. (4.172 AC.)
TRACT OF LAND IN THE
W.D. MAYFIELD SURVEY
ABSTRACT NUMBER 1395
AND
J.C. COLEMAN SURVEY
ABSTRACT NUMBER 944
CITY OF LUBBOCK
LUBBOCK COUNTY, TEXAS
NOVEMBER 10, 2014

STATE OF TEXAS
REGISTERED
E. DAVID UTZMAN
4607
PROFESSIONAL
LAND SURVEYOR

E. DAVID UTZMAN R.P.L.S. No. 4607 DATE

S:\Legal\ROW_2012\214017 002 LOOP 289 & 19TH (LUBBOCK)\Dgn\new\SE PARCEL PAGE 5.dgn
11/7/2014

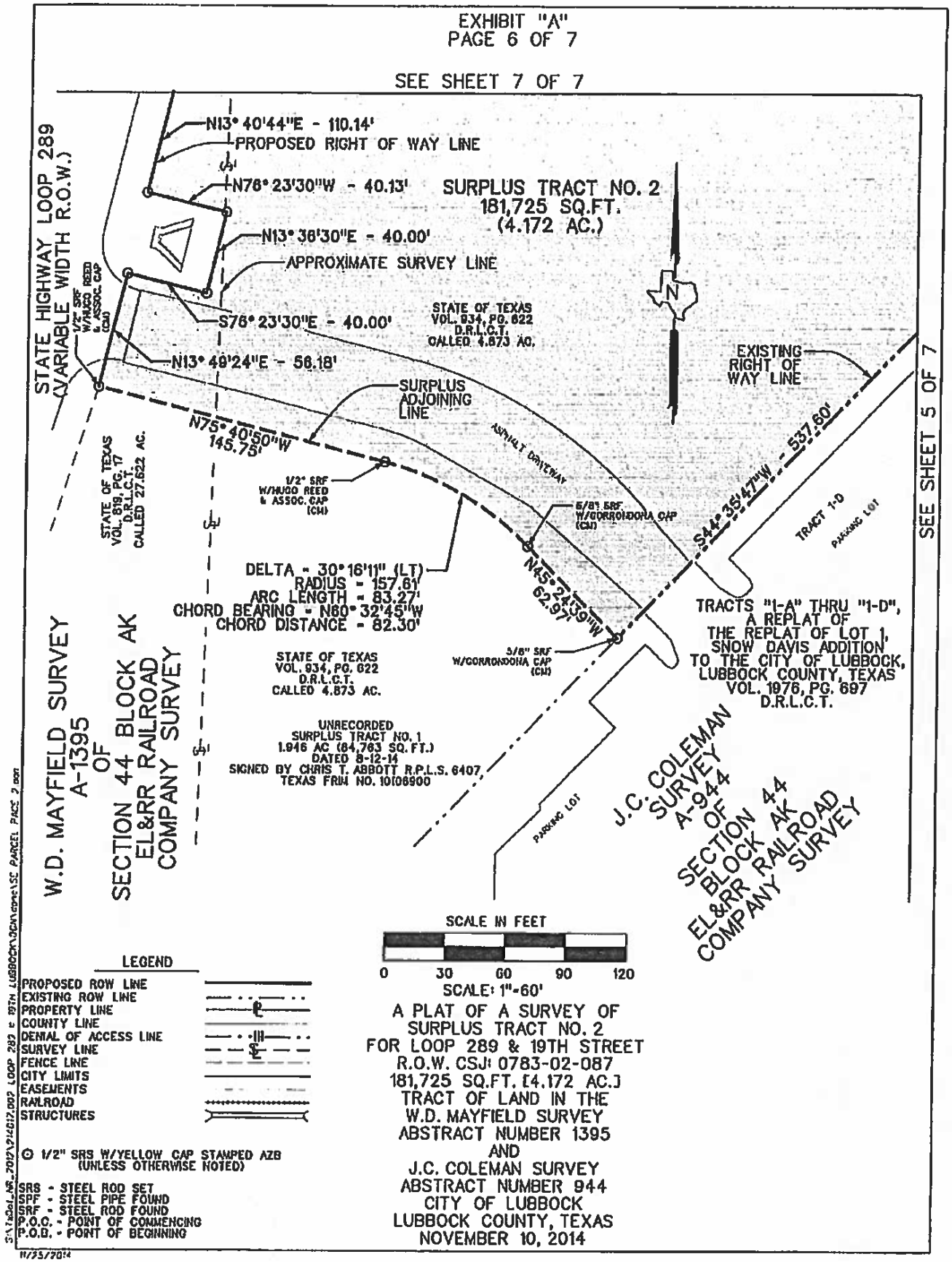
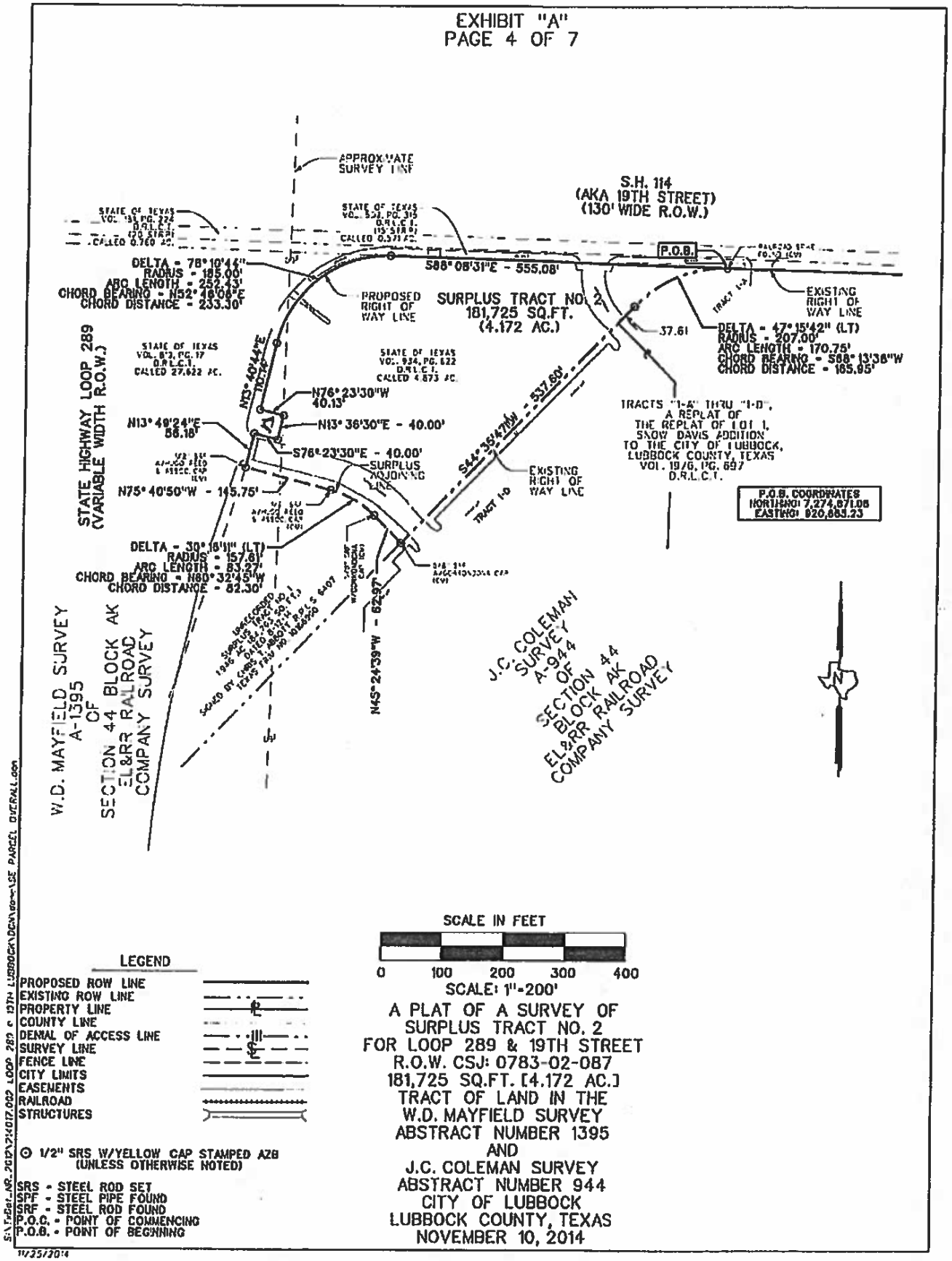


EXHIBIT "A"
PAGE 6 OF 7
SEE SHEET 7 OF 7
N13° 40'44"E - 110.14'
PROPOSED RIGHT OF WAY LINE
N76° 23'30"W - 40.13'
SURPLUS TRACT NO. 2
181,725 SQ.FT.
(4.172 AC.)
N13° 36'30"E - 40.00'
APPROXIMATE SURVEY LINE
S76° 23'30"E - 40.00'
STATE OF TEXAS
VOL. 934, PG. 622
D.R.L.C.T.
CALLED 4.873 AC.
N13° 49'24"E - 56.18'
STATE HIGHWAY LOOP 289
(VARIABLE WIDTH R.O.W.)
1/2" SRF W/HUGO REED & ASSOC. CAP (CM)
SURPLUS ADJOINING LINE
N75° 40'50"W 145.75'
EXISTING RIGHT OF WAY LINE
ASPHALT DRIVEWAY
S44° 35'47"W - 537.60'
SEE SHEET 5 OF 7
TRACT 1-D
PARKING LOT
STATE OF TEXAS
VOL. 819, PG. 17
D.R.L.C.T.
CALLED 27.622 AC.
1/2" SRF W/HUGO REED & ASSOC. CAP (CM)
5/8" SRF W/CORRONDONA CAP (CM)
DELTA = 30°16'11" (LT)
RADIUS = 157.61'
ARC LENGTH = 83.27'
CHORD BEARING = N60° 32'45"W
CHORD DISTANCE = 82.30'
N45° 24'39"W 62.97'
TRACTS "1-A" THRU "1-D",
A REPLAT OF
THE REPLAT OF LOT 1,
SNOW DAVIS ADDITION
TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS
VOL. 1976, PG. 697
D.R.L.C.T.
STATE OF TEXAS
VOL. 934, PG. 622
D.R.L.C.T.
CALLED 4.873 AC.
UNRECORDED
SURPLUS TRACT NO. 1
1.946 AC (84,763 SQ. FT.)
DATED 8-12-14
SIGNED BY CHRIS T. ABBOTT R.P.L.S. 6407,
TEXAS FRM NO. 10106900
W.D. MAYFIELD SURVEY
A-1395
OF
SECTION 44 BLOCK AK
EL&RR RAILROAD
COMPANY SURVEY
J.C. COLEMAN
SURVEY
A-944
OF
SECTION 44
BLOCK AK
EL&RR RAILROAD
COMPANY SURVEY
PARKING LOT
SCALE IN FEET
0 30 60 90 120
SCALE: 1"=60'
LEGEND
PROPOSED ROW LINE
EXISTING ROW LINE
PROPERTY LINE
COUNTY LINE
DENIAL OF ACCESS LINE
SURVEY LINE
FENCE LINE
CITY LIMITS
EASEMENTS
RAILROAD
STRUCTURES
⊙ 1/2" SRS W/YELLOW CAP STAMPED AZB
(UNLESS OTHERWISE NOTED)
SRS - STEEL ROD SET
SPF - STEEL PIPE FOUND
SRF - STEEL ROD FOUND
P.O.C. - POINT OF COMMENCING
P.O.B. - POINT OF BEGINNING
A PLAT OF A SURVEY OF
SURPLUS TRACT NO. 2
FOR LOOP 289 & 19TH STREET
R.O.W. CSJ: 0783-02-087
181,725 SQ.FT. (4.172 AC.)
TRACT OF LAND IN THE
W.D. MAYFIELD SURVEY
ABSTRACT NUMBER 1395
AND
J.C. COLEMAN SURVEY
ABSTRACT NUMBER 944
CITY OF LUBBOCK
LUBBOCK COUNTY, TEXAS
NOVEMBER 10, 2014
11/25/2014

EXHIBIT "A"
PAGE 4 OF 7



SCALE IN FEET

0 100 200 300 400

SCALE: 1"=200'

LEGEND

- PROPOSED ROW LINE
- EXISTING ROW LINE
- PROPERTY LINE
- COUNTY LINE
- DENIAL OF ACCESS LINE
- SURVEY LINE
- FENCE LINE
- CITY LIMITS
- EASEMENTS
- RAILROAD
- STRUCTURES

⊙ 1/2" SRS W/YELLOW CAP STAMPED AZB (UNLESS OTHERWISE NOTED)

SRS - STEEL ROD SET
SPF - STEEL PIPE FOUND
SRF - STEEL ROD FOUND
P.O.C. - POINT OF COMMENCING
P.O.B. - POINT OF BEGINNING

A PLAT OF A SURVEY OF
SURPLUS TRACT NO. 2
FOR LOOP 289 & 19TH STREET
R.O.W. CSJ: 0783-02-087
181,725 SQ.FT. [4.172 AC.]
TRACT OF LAND IN THE
W.D. MAYFIELD SURVEY
ABSTRACT NUMBER 1395
AND
J.C. COLEMAN SURVEY
ABSTRACT NUMBER 944
CITY OF LUBBOCK
LUBBOCK COUNTY, TEXAS
NOVEMBER 10, 2014

S:\Tx\Lbk_2\2014\017.002 LOOP 289 & 19TH LUBBOCK\DGN\SURPLUS PARCEL OVERALL.dgn

11/25/2014

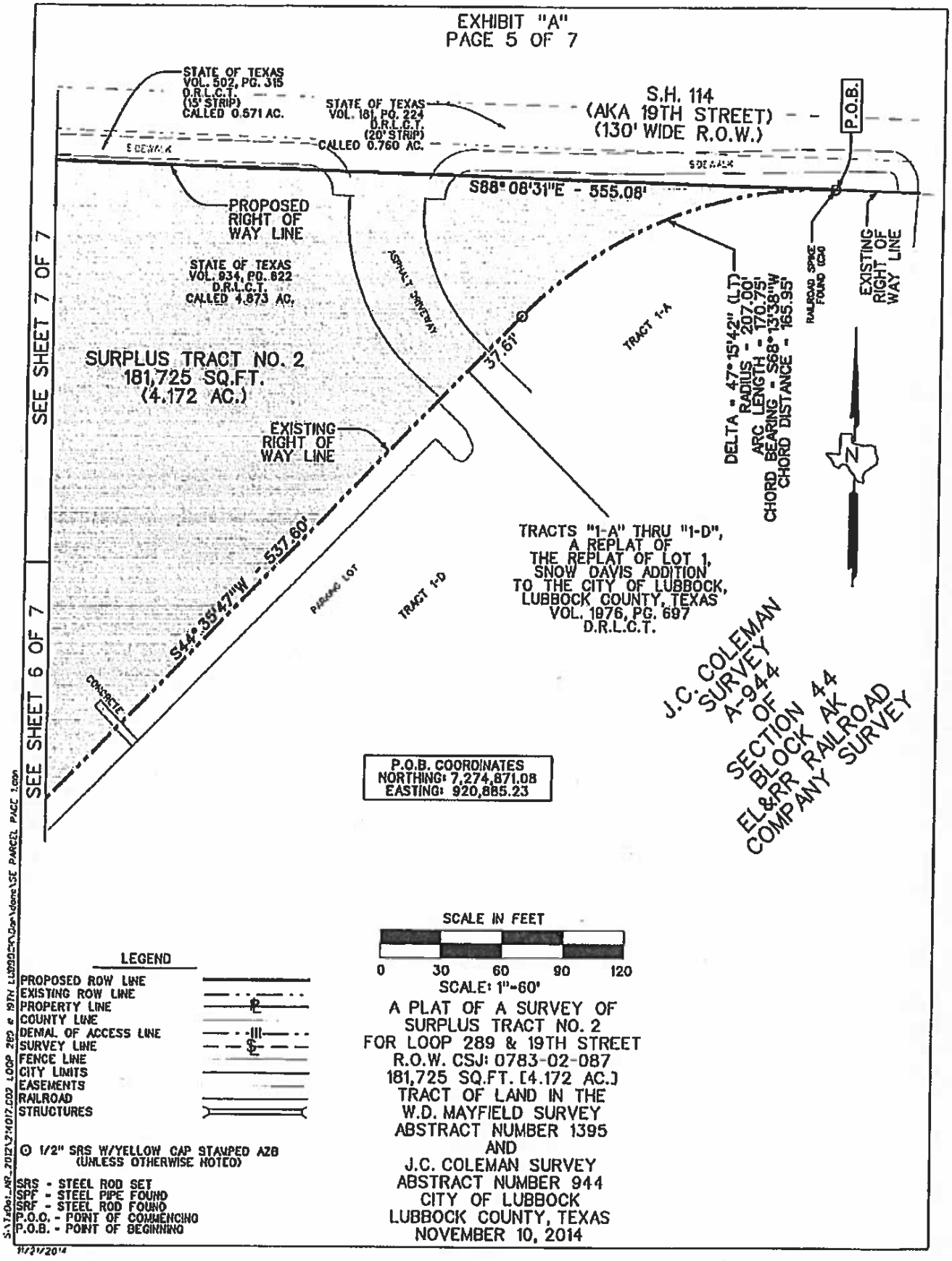
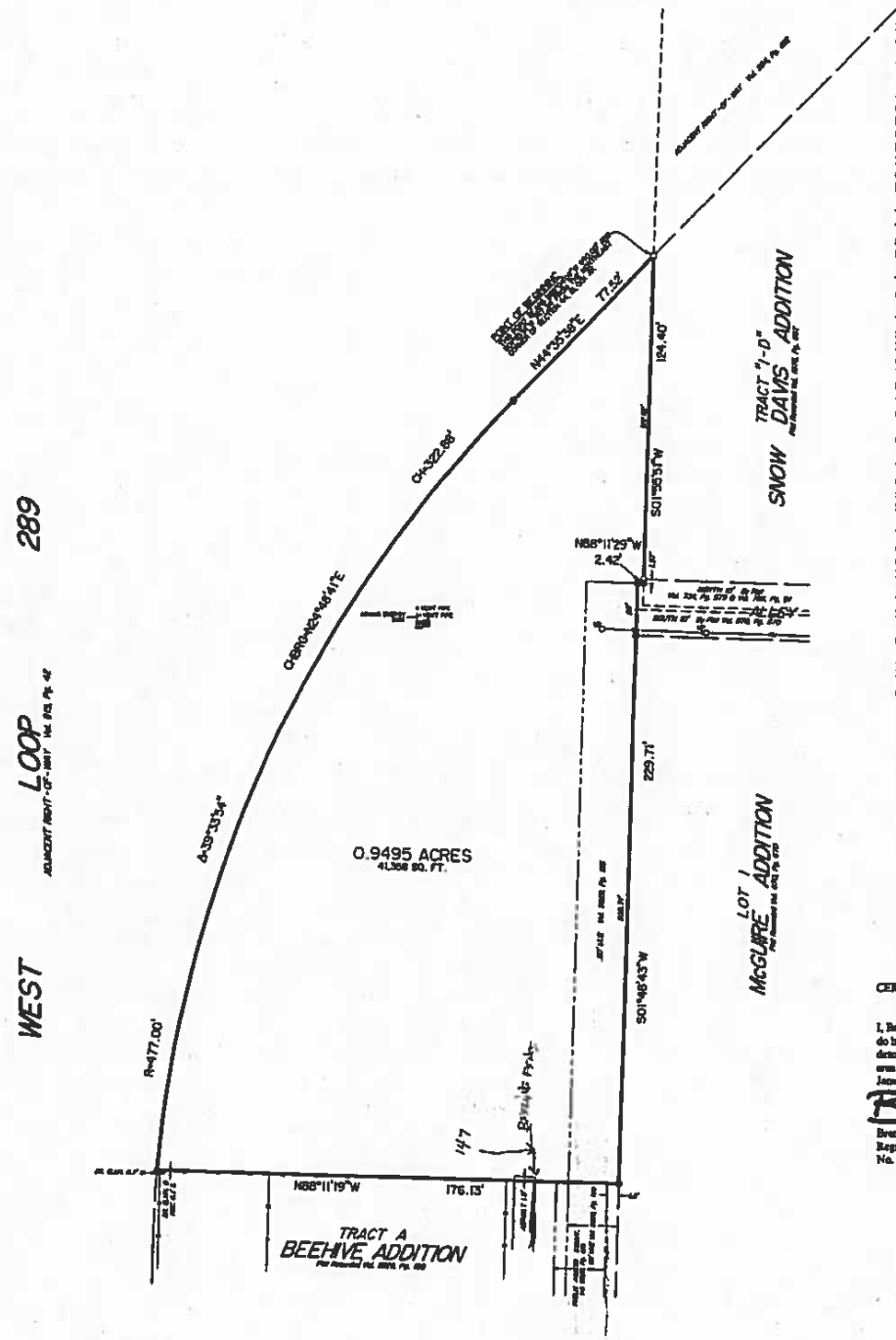


EXHIBIT "A"
PAGE 5 OF 7
STATE OF TEXAS
VOL. 502, PG. 315
O.R.L.C.T.
(15' STRIP)
CALLED 0.571 AC.
STATE OF TEXAS
VOL. 181, PG. 224
D.R.L.C.T.
(20' STRIP)
CALLED 0.760 AC.
S.H. 114
(AKA 19TH STREET)
(130' WIDE R.O.W.)
P.O.B.
SIDEWALK
S88° 08'31"E - 555.08'
PROPOSED
RIGHT OF
WAY LINE
STATE OF TEXAS
VOL. 934, PG. 622
D.R.L.C.T.
CALLED 4.873 AC.
ASPHALT DRIVEWAY
SURPLUS TRACT NO. 2
181,725 SQ.FT.
(4.172 AC.)
37.61'
TRACT 1-A
DELTA = 47°15'42" (LT)
RADIUS = 207.00'
ARC LENGTH = 170.75'
CHORD BEARING = S68°13'38"W
CHORD DISTANCE = 165.95'
RAILROAD SPIKE
FOUND (DG)
EXISTING
RIGHT OF
WAY LINE
EXISTING
RIGHT OF
WAY LINE
S44°35'47"W - 537.60'
PARKING LOT
TRACT 1-D
TRACTS "1-A" THRU "1-D",
A REPLAT OF
THE REPLAT OF LOT 1,
SNOW DAVIS ADDITION
TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS
VOL. 1976, PG. 697
D.R.L.C.T.
CONCRETE
SEE SHEET 7 OF 7
SEE SHEET 6 OF 7
J.C. COLEMAN
SURVEY
A-944
OF
SECTION 44
BLOCK AK
EL&RR RAILROAD
COMPANY SURVEY
P.O.B. COORDINATES
NORTHING: 7,274,871.08
EASTING: 920,885.23
SCALE IN FEET
0 30 60 90 120
SCALE: 1"=60'
LEGEND
PROPOSED ROW LINE
EXISTING ROW LINE
PROPERTY LINE
COUNTY LINE
DENIAL OF ACCESS LINE
SURVEY LINE
FENCE LINE
CITY LIMITS
EASEMENTS
RAILROAD
STRUCTURES
⊙ 1/2" SRS W/YELLOW CAP STAMPED AZB
(UNLESS OTHERWISE NOTED)
SRS - STEEL ROD SET
SPF - STEEL PIPE FOUND
SRF - STEEL ROD FOUND
P.O.C. - POINT OF COMMENCING
P.O.B. - POINT OF BEGINNING
A PLAT OF A SURVEY OF
SURPLUS TRACT NO. 2
FOR LOOP 289 & 19TH STREET
R.O.W. CSJ: 0783-02-087
181,725 SQ.FT. (4.172 AC.)
TRACT OF LAND IN THE
W.D. MAYFIELD SURVEY
ABSTRACT NUMBER 1395
AND
J.C. COLEMAN SURVEY
ABSTRACT NUMBER 944
CITY OF LUBBOCK
LUBBOCK COUNTY, TEXAS
NOVEMBER 10, 2014
11/21/2014

PERIMETER AND IMPROVEMENT SURVEY OF
A 0.9495 ACRE TRACT LOCATED IN

SECTION 44, BLOCK AK

LUBBOCK COUNTY, TEXAS



METES AND BOUNDS DESCRIPTION of a 0.9495 acre tract of land located in Section 44, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a 3/8" iron rod found in the Southeast right-of-way line of West Loop 289 as described in Volume 819, page 42 and Volume 934, Page 422 of the Deed Records of Lubbock County, Texas at the Northwest corner of Tract "1-D", Snow Davis Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 1976, Page 697 of the Deed Records of Lubbock County, Texas and the North corner of this tract, which bears N. 88°04'09" W. a distance of 990.00 feet and S. 01°35'51" W. a distance of 747.34 feet from the Northeast corner of Section 44, Block AK, Lubbock County, Texas;

THENCE S. 01°35'31" W., along the Western boundary of said Tract "1-D", at 122.82 feet pass a 3/8" iron rod found at the Southwest corner of said Tract "1-D", continuing for a total distance of 124.40 feet to a 1/2" iron rod with cap found at a corner of this tract;

THENCE N. 88°11'29" W. a distance of 2.42 feet to a 1/2" iron rod with cap set for a corner of this tract;

THENCE S. 01°48'43" W., at 20.00 feet pass a 1/2" iron rod with cap found at the Northwest corner of Lot 1, McGuire Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 870, Page 670 of the Deed Records of Lubbock County, Texas, continuing along the Western boundary of said Lot 1, a total distance of 229.71 feet to a 1/2" iron rod with cap found at the Northeast corner of Tract A, Beehive Addition, according to the map, plat and/or dedication deed thereof recorded in Volume 9529, Page 160 of the Official Public Records of Lubbock County, Texas, the Southeast corner of this tract;

THENCE N. 88°11'19" W., along the Northern boundary of said Tract A, a distance of 176.13 feet to a "MAG" nail found in said Southeast right-of-way line, at the Northwest corner of said Tract A and the Southwest corner of this tract;

THENCE Northeasterly along said Southeast right-of-way line around a curve to the right, said curve having a radius of 477.00 feet, a central angle of 39°33'54", a chord bearing of N. 24°48'41" E. and a chord distance of 322.88 feet to a a 1/2" iron rod with cap found as a point of intersection;

THENCE N. 44°35'36" E., continuing along said Southeast right-of-way line, a distance of 77.52 feet to the Point of Beginning.

Contains: 41,358 square feet.

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

CERTIFICATION TO: Lubbock Abstract Co.
FOR: GF# 2013-1322 Yates ONLY

I, Brent Carroll, Texas Registered Professional Land Surveyor No. 5410, do hereby certify that this survey was made on the ground. A determination as to whether this property lies within a special flood hazard area was not made for this survey.

January 20, 2014

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

NOTES:
SCALE : 1"=30'
● - SET 1/2" IRON ROD WITH CAP
● - FOUND 1/2" IRON ROD WITH CAP
○ - FOUND 3/8" IRON ROD
▲ - FOUND "MAG" NAIL
■ - VAULT - NTS
■ - RISER - NTS
o/p - UTILITY POLE
OHP - OVERHEAD POWER LINE
131776 / SLG (ST)

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. Record documents other than those shown on this survey may exist and encumber this property.

WARNING
This plat is invalid unless it bears an original signature across an embossed seal.

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
1301 BROADWAY
LUBBOCK, TEXAS 79401
PHONE: (806) 762-0281
FAX: (806) 762-8613

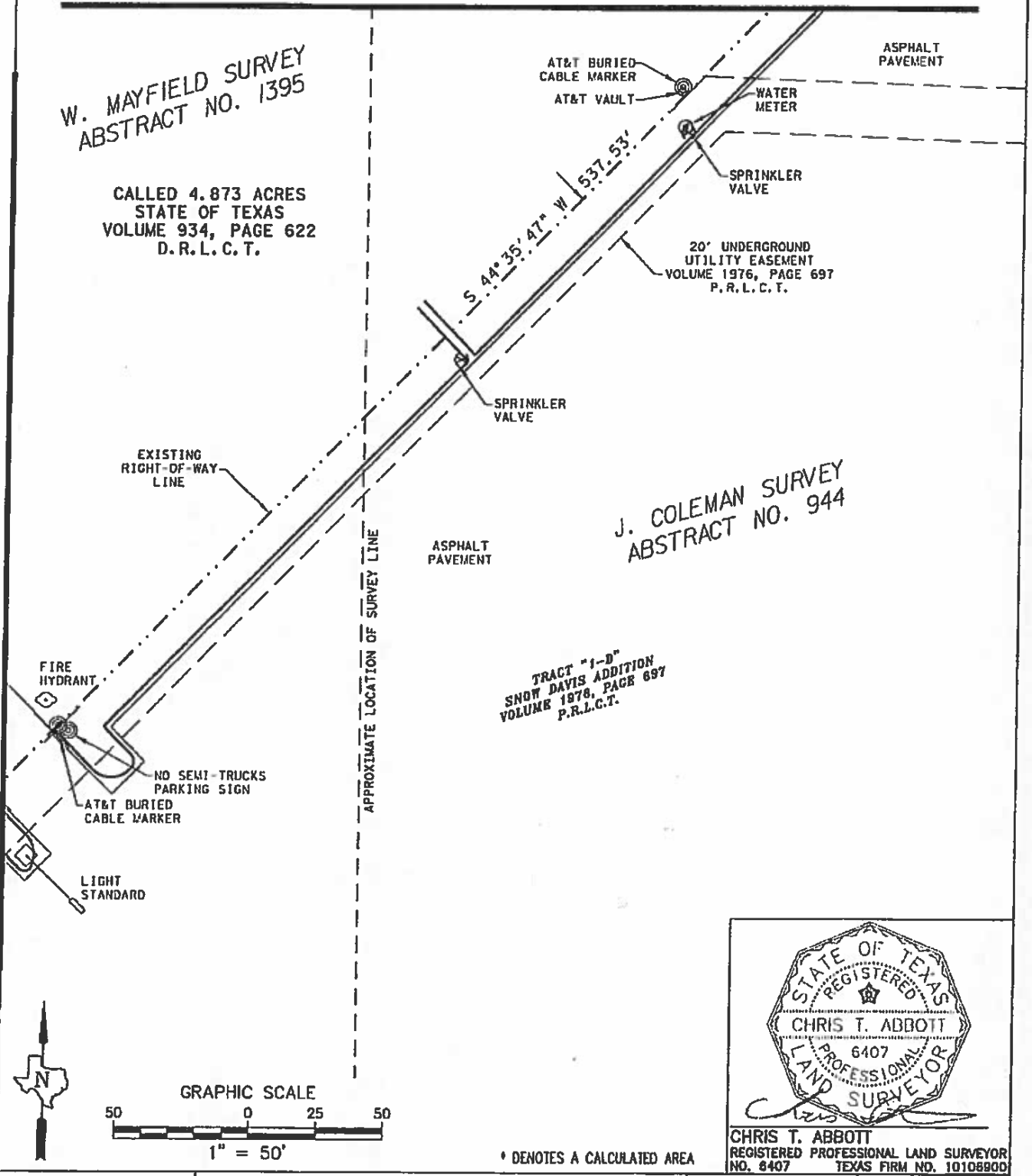
Copyright 2014, Hugo Reed and Associates, Inc. All the sole rights of Title Co. for GF # and any other transaction as indicated in the certificate shown hereon.

EXHIBIT "A"

PAGE 6 OF 8
as of 8/12/14

PAGE 5 OF 8

PAGE 7 OF 8



* DENOTES A CALCULATED AREA

STATE OF TEXAS
REGISTERED
CHRIS T. ABBOTT
6407
PROFESSIONAL
LAND SURVEYOR

CHRIS T. ABBOTT
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6407 TEXAS FIRM NO. 10108900

© 2010

Texas Department of Transportation

PLAT OF A SURVEY
OF SURPLUS TRACT NO. 1

FILE		DIVISION
SURPLUS 1	WEST LOOP 289	5
SCALE: 1" = 50'	FEDERAL AID PROJECT NO.	R.O.W.-C.S.J NO.: 0783-02-087 / COUNTY: LUBBOCK

SURPLUS TRACT NO.	1	
AREA SUMMARY	ACRES	SQUARE FEET
TOTAL TxDOT ROW AREA	32.575*	1,418,967*
AREA WITHIN TxDOT ROW	1.946	84,753
REMAINDER AREA OF TxDOT ROW	30.629*	1,334,214*

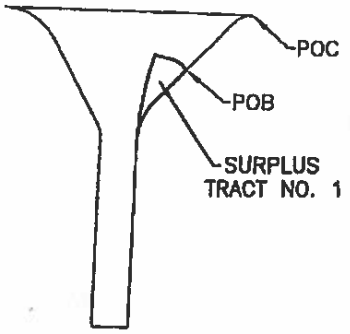
EXHIBIT "A"

NOTES:

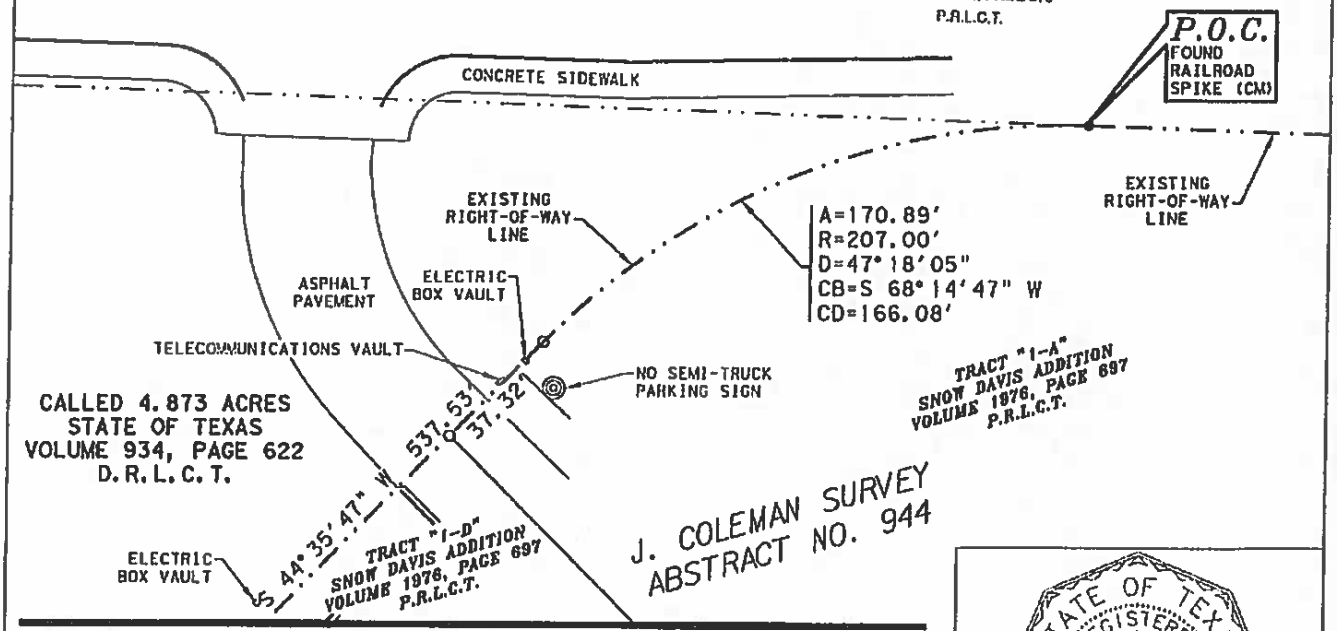
1. ALL COORDINATES AND BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, N.A.D. 83, CORS 96 (EPOCH 2002.00), NORTH CENTRAL ZONE 4202. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY DIVIDING BY TxDOT CONVERSION FACTOR FOR LUBBOCK COUNTY OF 1.000293077.
2. A DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
4. ALL STATIONS AND OFFSETS SHOWN ARE CALCULATED RELATIVE TO THE PROJECT CENTERLINE (LOOP 289 BASELINE) UNLESS OTHERWISE NOTED.

LEGEND:

ADL	ACCESS DENIAL LINE (CONTROL OF ACCESS)
ASSOC.	ASSOICATES
CIRF	IRON ROD FOUND WITH CAP
CIRS	IRON ROD SET WITH CAP
(CM)	CONTROLLING MONUMENT
D.R.L.C.T.	DEED RECORDS OF LUBBOCK COUNTY, TEXAS
IPF	IRON PIPE FOUND
IRF	IRON ROD FOUND
LT	LEFT
NO.	NUMBER
O.P.R.L.C.T.	OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCING
P.R.L.C.T.	PLAT RECORDS OF LUBBOCK COUNTY, TEXAS
R.O.W.	RIGHT-OF-WAY
RT	RIGHT



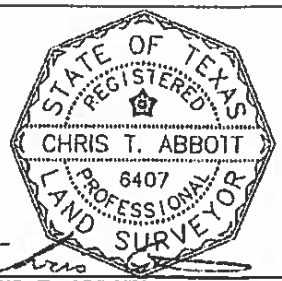
EXISTING RIGHT-OF-WAY
SKETCH AND LOCATION OF
SURPLUS TRACT NO. 1



PAGE 6 OF 8

GRAPHIC SCALE
50 0 25 50
1" = 50'

* DENOTES A CALCULATED AREA



CHRIS T. ABBOTT
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6407 TEXAS FIRM NO. 10106900

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Texas Department of Transportation

PLAT OF A SURVEY
OF SURPLUS TRACT NO. 1

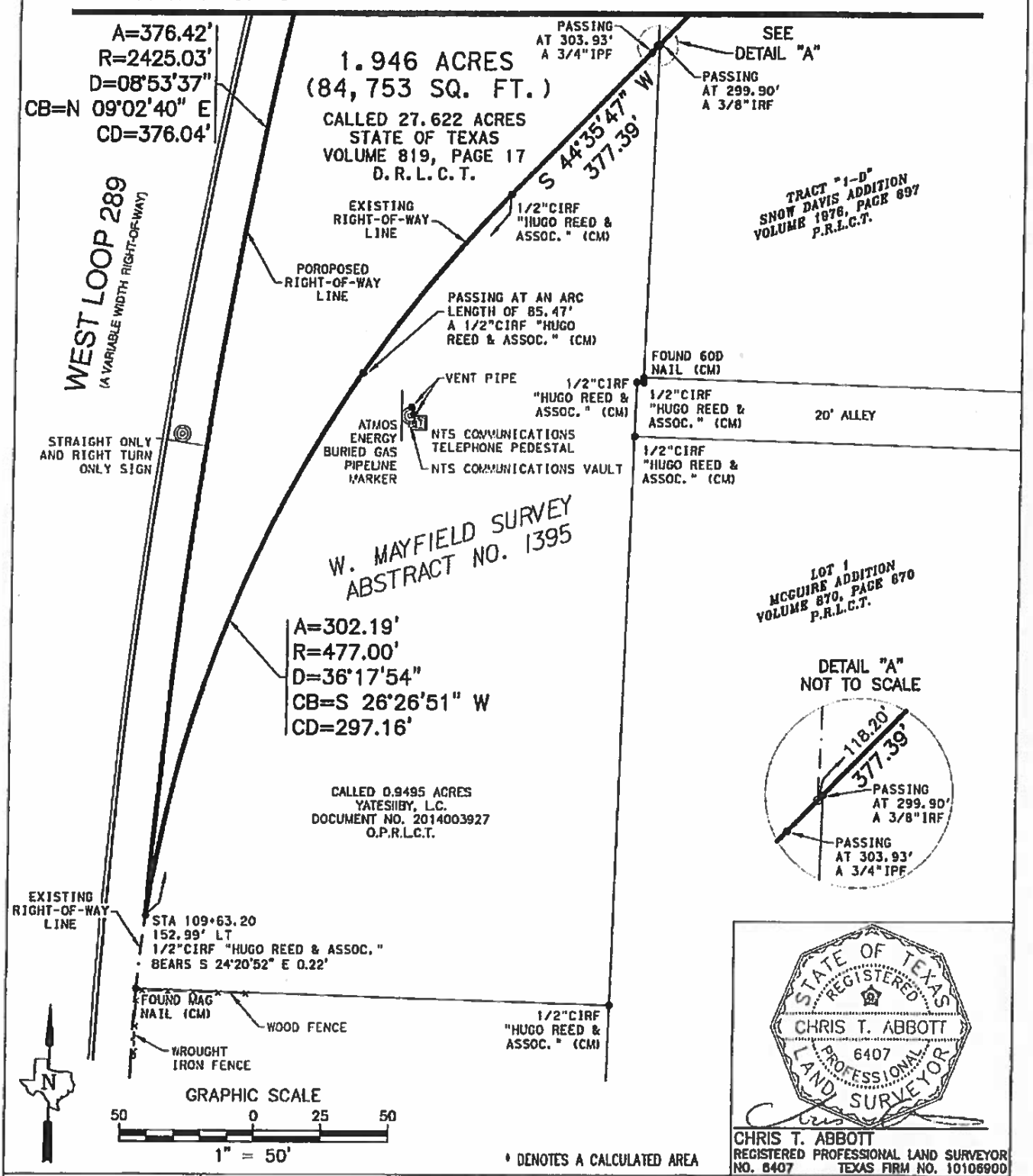
FILE		DIVISION
SURPLUS 1	WEST LOOP 289	5
SCALE	FEDERAL AID PROJECT NO. / R.O.W.-C.S.J NO.	COUNTY
1" = 50'	0783-02-087	LUBBOCK

SURPLUS TRACT NO.	1	
AREA SUMMARY	ACRES	SQUARE FEET
TOTAL TxDOT ROW AREA	32.575*	1,418,967*
AREA WITHIN TxDOT ROW	1.946	84,753
REMAINDER AREA OF TxDOT ROW	30.629*	1,334,214*

EXHIBIT "A"

PAGE 8 OF 8
as of 8/12/14

PAGE 7 OF 8



CHRIS T. ABBOTT
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6407 TEXAS FIRM NO. 10106900

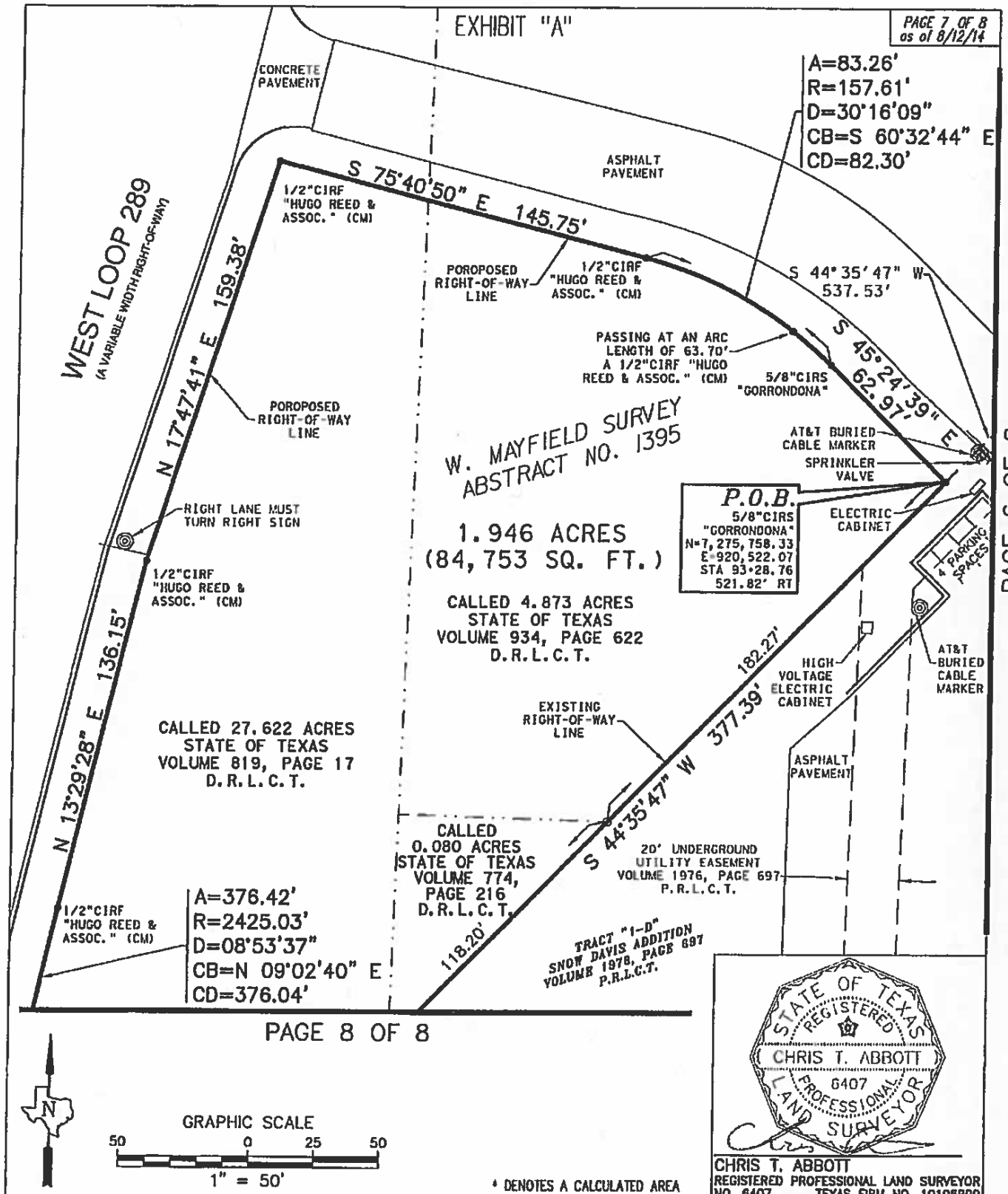
© 2010

Texas Department of Transportation

PLAT OF A SURVEY
OF SURPLUS TRACT NO. 1

FILE		DIVISION
SURPLUS 1	WEST LOOP 289	5
SCALE: 1" = 50'	FEDERAL AID PROJECT NO.	R.O.W.-C.S.J NO.: 0783-02-087 / COUNTY: LUBBOCK

SURPLUS TRACT NO.	1	
AREA SUMMARY	ACRES	SQUARE FEET
TOTAL TxDOT ROW AREA	32.575*	1,418,967*
AREA WITHIN TxDOT ROW	1.946	84,753
REMAINDER AREA OF TxDOT ROW	30.629*	1,334,214*



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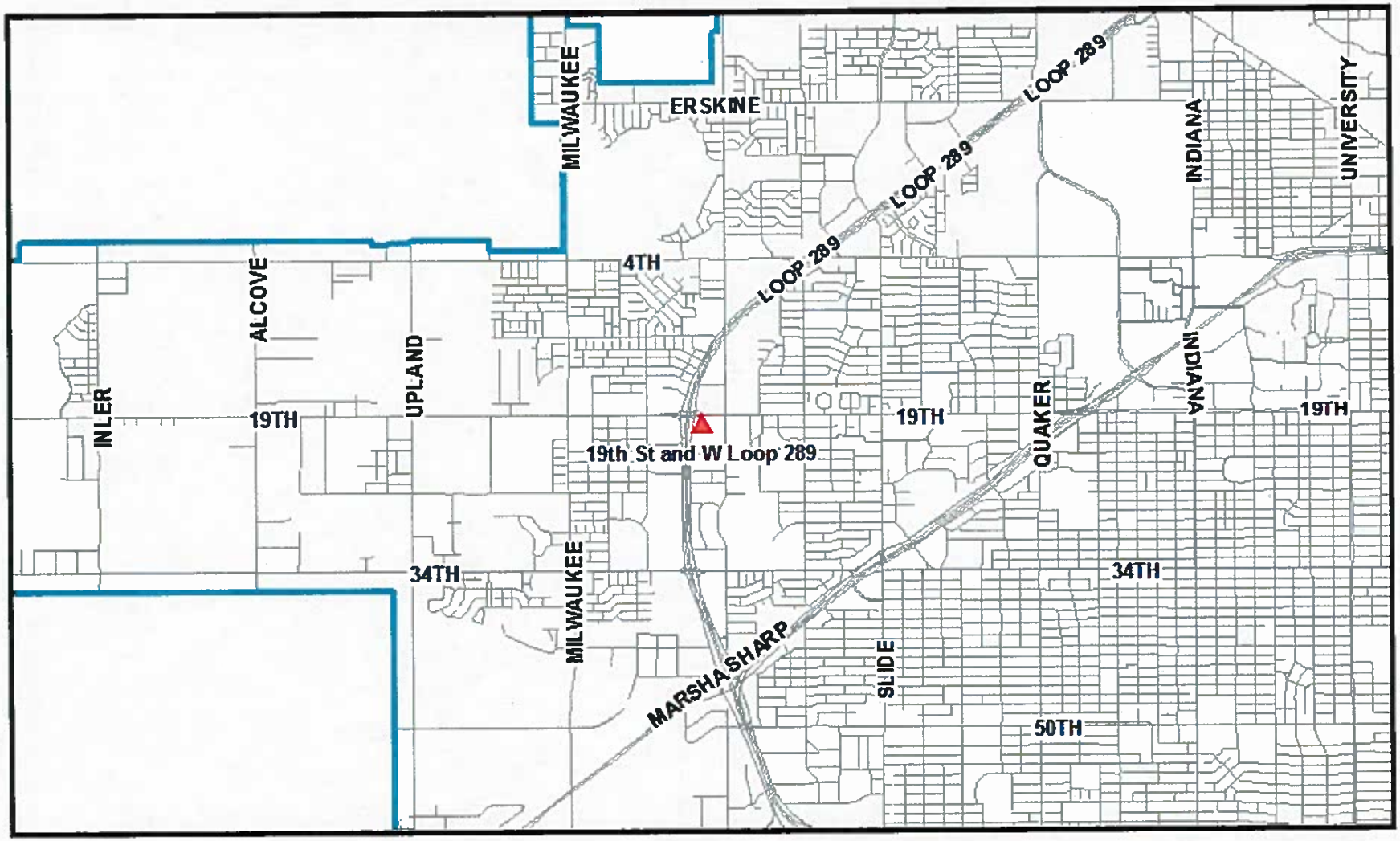
Texas Department of Transportation

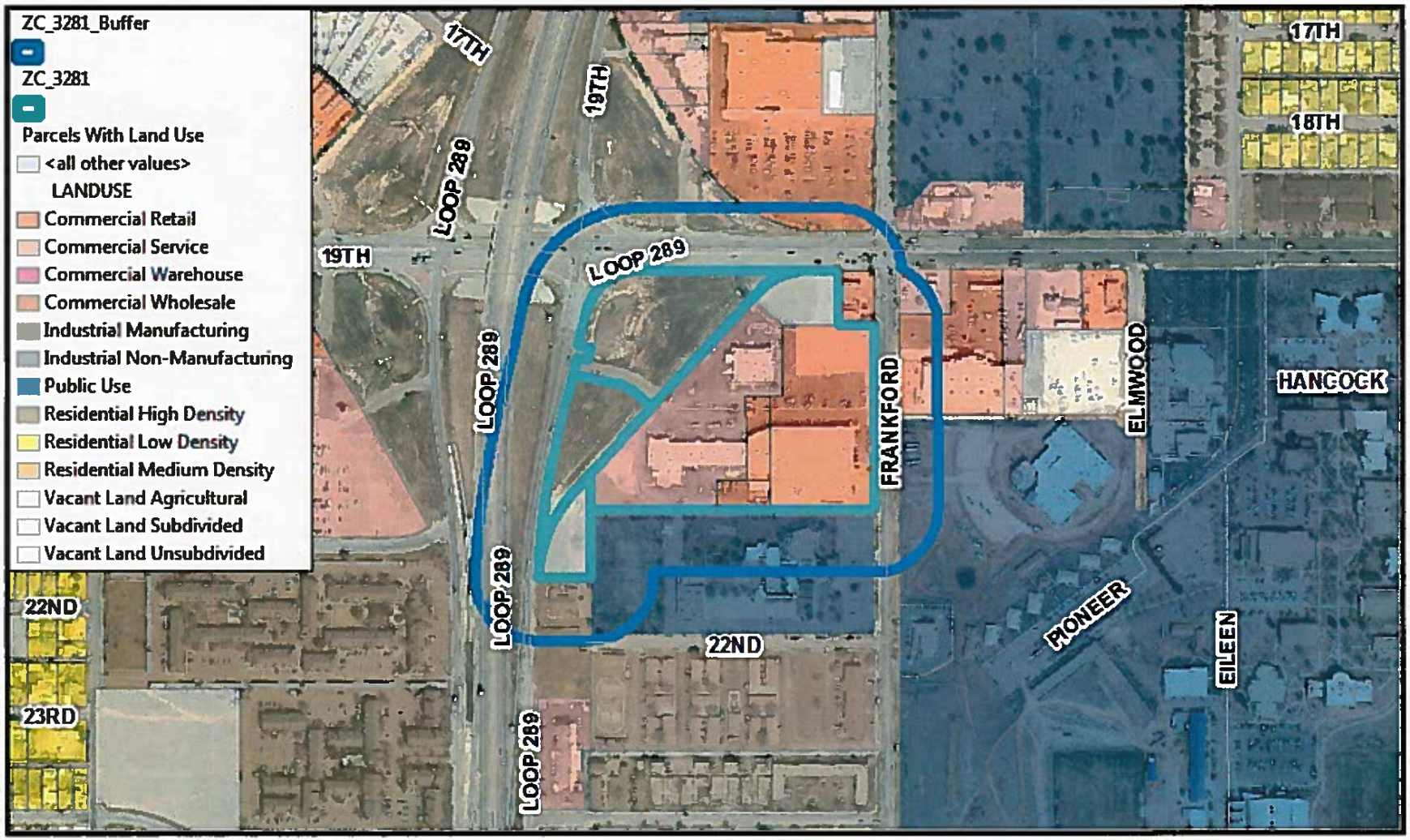
PLAT OF A SURVEY
OF SURPLUS TRACT NO. 1

FILE		DIVISION
SURPLUS 1	WEST LOOP 289	5
SCALE	FEDERAL AID PROJECT NO.	R.O.W.-C.S.J NO. / COUNTY
1" = 50'		0783-02-087 / LUBBOCK

SURPLUS TRACT NO.	1	
AREA SUMMARY	ACRES	SQUARE FEET
TOTAL TxDOT ROW AREA	32.575*	1,418,967*
AREA WITHIN TxDOT ROW	1.946	84,753
REMAINDER AREA OF TxDOT ROW	30.629*	1,334,214*

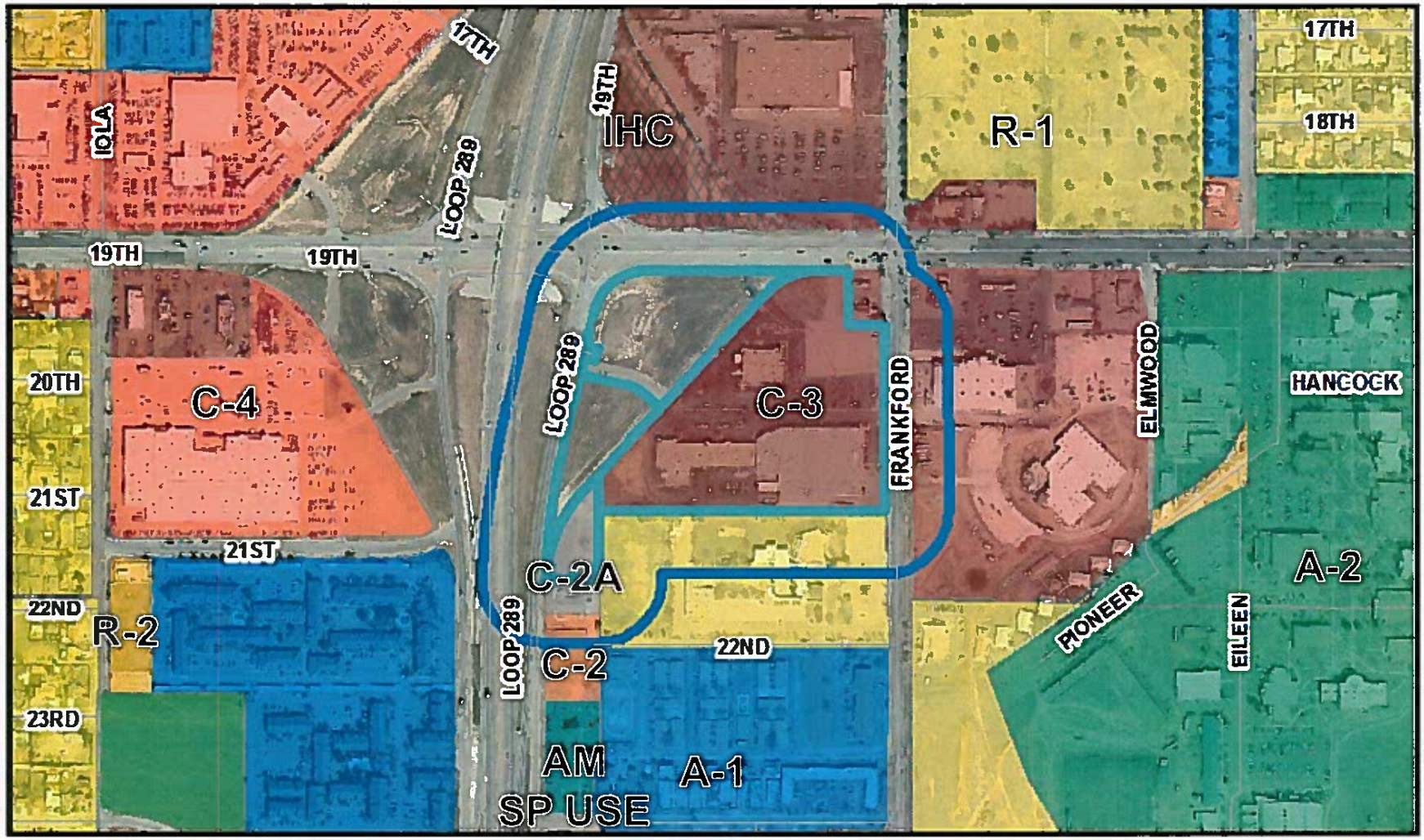


P.Z.C. Case 3281

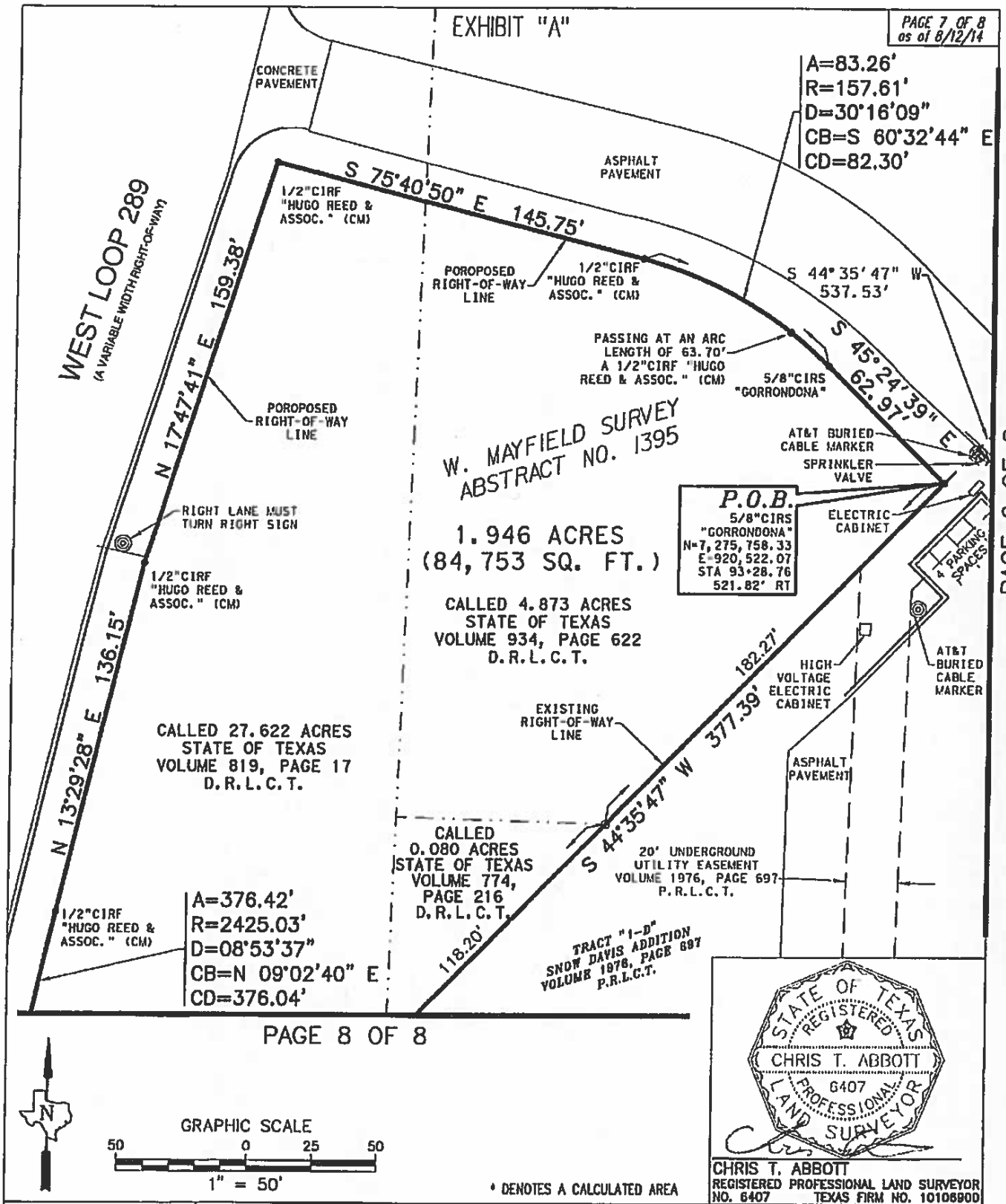


P.Z.C. Case 3281

Request of Alliance Realty Services (for Yates II by LC) for a zoning change from T, C-2A, and C-3 to IHC, Southeast corner of 19th Street and West Loop 289



P.Z.C. Case 3281 Zoning



CHRIS T. ABBOTT
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6407 TEXAS FIRM NO. 10106900

© 2010

Texas Department of Transportation

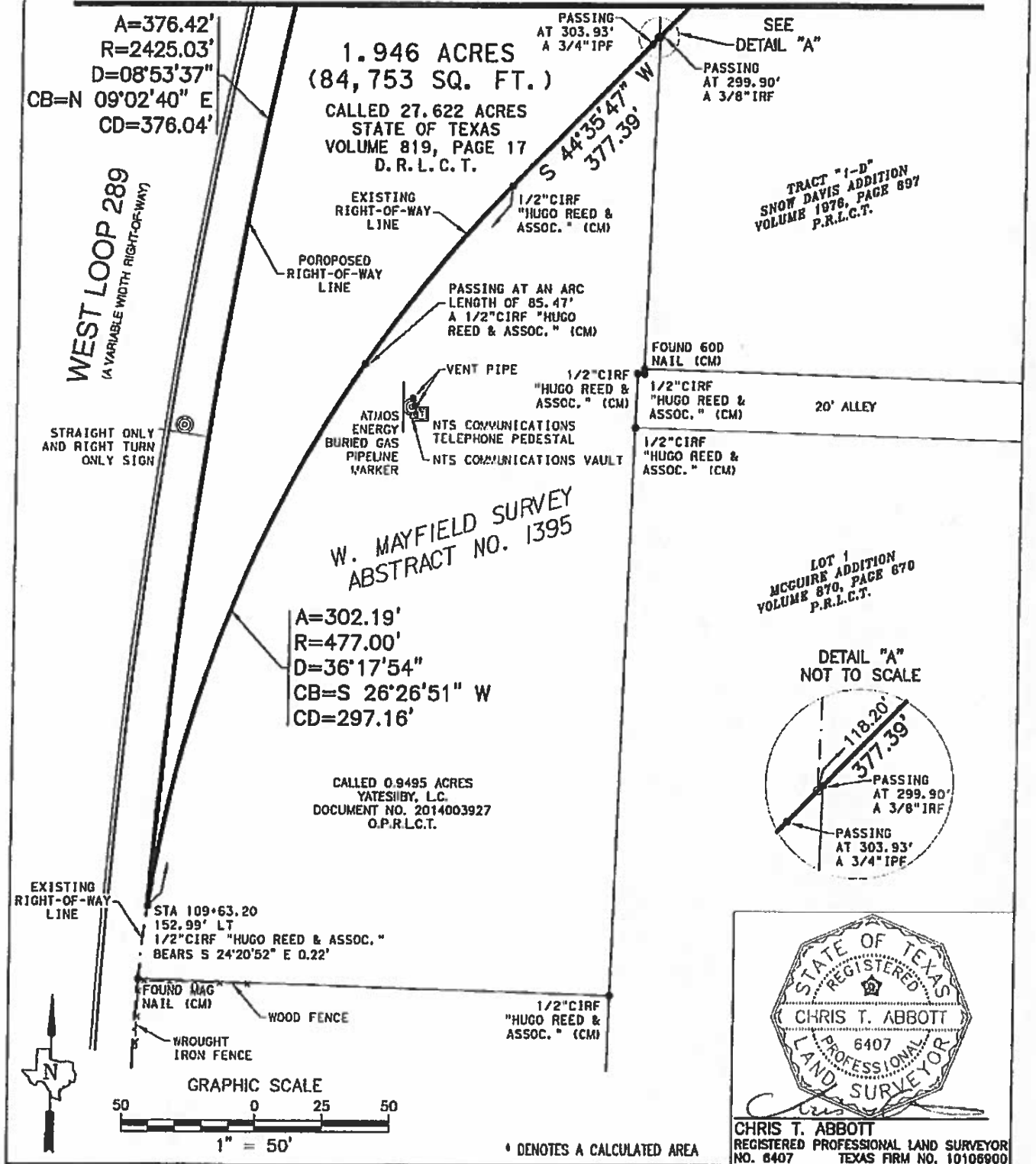
PLAT OF A SURVEY
OF SURPLUS TRACT NO. 1

FILE		DIVISION
SURPLUS 1	WEST LOOP 289	5
SCALE	FEDERAL AID PROJECT NO.	R.O.W.-C.S.J NO. / COUNTY
1" = 50'		0783-02-087 / LUBBOCK

SURPLUS TRACT NO.	1	
AREA SUMMARY	ACRES	SQUARE FEET
TOTAL TxDOT ROW AREA	32.575*	1,418,967*
AREA WITHIN TxDOT ROW	1.946	84,753
REMAINDER AREA OF TxDOT ROW	30.629*	1,334,214*

EXHIBIT "A"

PAGE 7 OF 8



CHRIS T. ABBOTT
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© 2010

Texas Department of Transportation

PLAT OF A SURVEY
OF SURPLUS TRACT NO. 1

FILE		DIVISION
SURPLUS 1	WEST LOOP 289	5
SCALE	FEDERAL AID PROJECT NO.	R.O.W.-C.S.J NO. / COUNTY
1" = 50'		0783-02-087 / LUBBOCK

SURPLUS TRACT NO.	1	
AREA SUMMARY	ACRES	SQUARE FEET
TOTAL TxDOT ROW AREA	32.575*	1,418,967*
AREA WITHIN TxDOT ROW	1.946	84,753
REMAINDER AREA OF TxDOT ROW	30.629*	1,334,214*

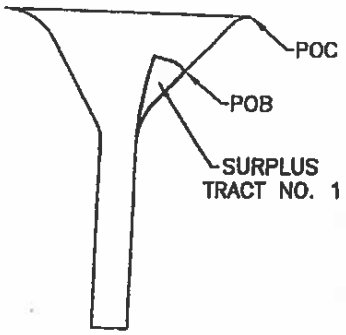
EXHIBIT "A"

NOTES:

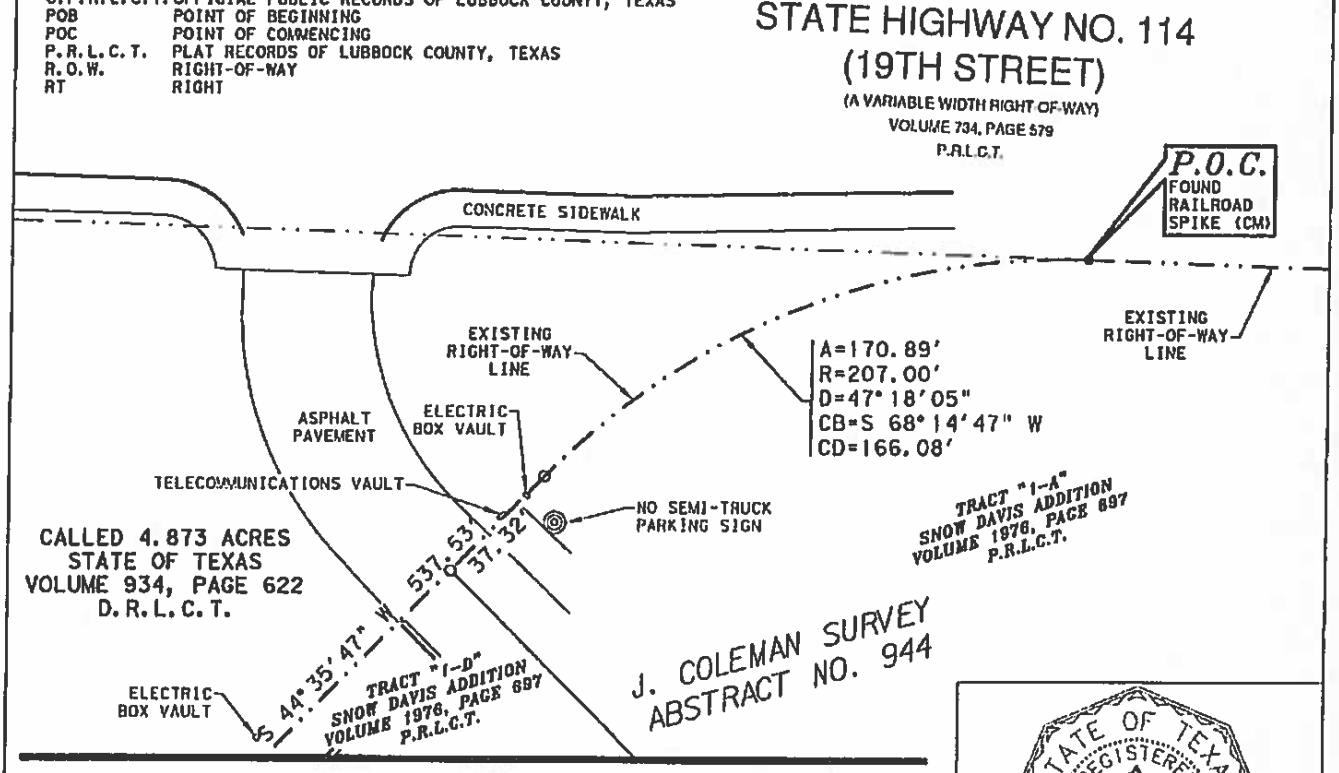
1. ALL COORDINATES AND BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, N.A.D. 83, CORS 96 (EPOCH 2002.00), NORTH CENTRAL ZONE 4202. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY DIVIDING BY TxDOT CONVERSION FACTOR FOR LUBBOCK COUNTY OF 1.000293077.
2. A DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
4. ALL STATIONS AND OFFSETS SHOWN ARE CALCULATED RELATIVE TO THE PROJECT CENTERLINE (LOOP 289 BASELINE) UNLESS OTHERWISE NOTED.

LEGEND:

ADL	ACCESS DENIAL LINE (CONTROL OF ACCESS)
ASSOC.	ASSOICATES
CIRF	IRON ROD FOUND WITH CAP
CIRS	IRON ROD SET WITH CAP
(CM)	CONTROLLING MONUMENT
D.R.L.C.T.	DEED RECORDS OF LUBBOCK COUNTY, TEXAS
IPF	IRON PIPE FOUND
IRF	IRON ROD FOUND
LT	LEFT
NO.	NUMBER
O.P.R.L.C.T.	OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCING
P.R.L.C.T.	PLAT RECORDS OF LUBBOCK COUNTY, TEXAS
R.O.W.	RIGHT-OF-WAY
RT	RIGHT



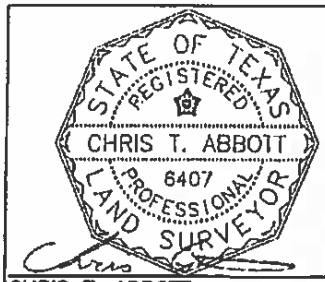
EXISTING RIGHT-OF-WAY
SKETCH AND LOCATION OF
SURPLUS TRACT NO. 1



PAGE 6 OF 8

GRAPHIC SCALE
50 0 25 50
1" = 50'

* DENOTES A CALCULATED AREA



CHRIS T. ABBOTT
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6407 TEXAS FIRM NO. 10106900

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Texas Department of Transportation

PLAT OF A SURVEY
OF SURPLUS TRACT NO. 1

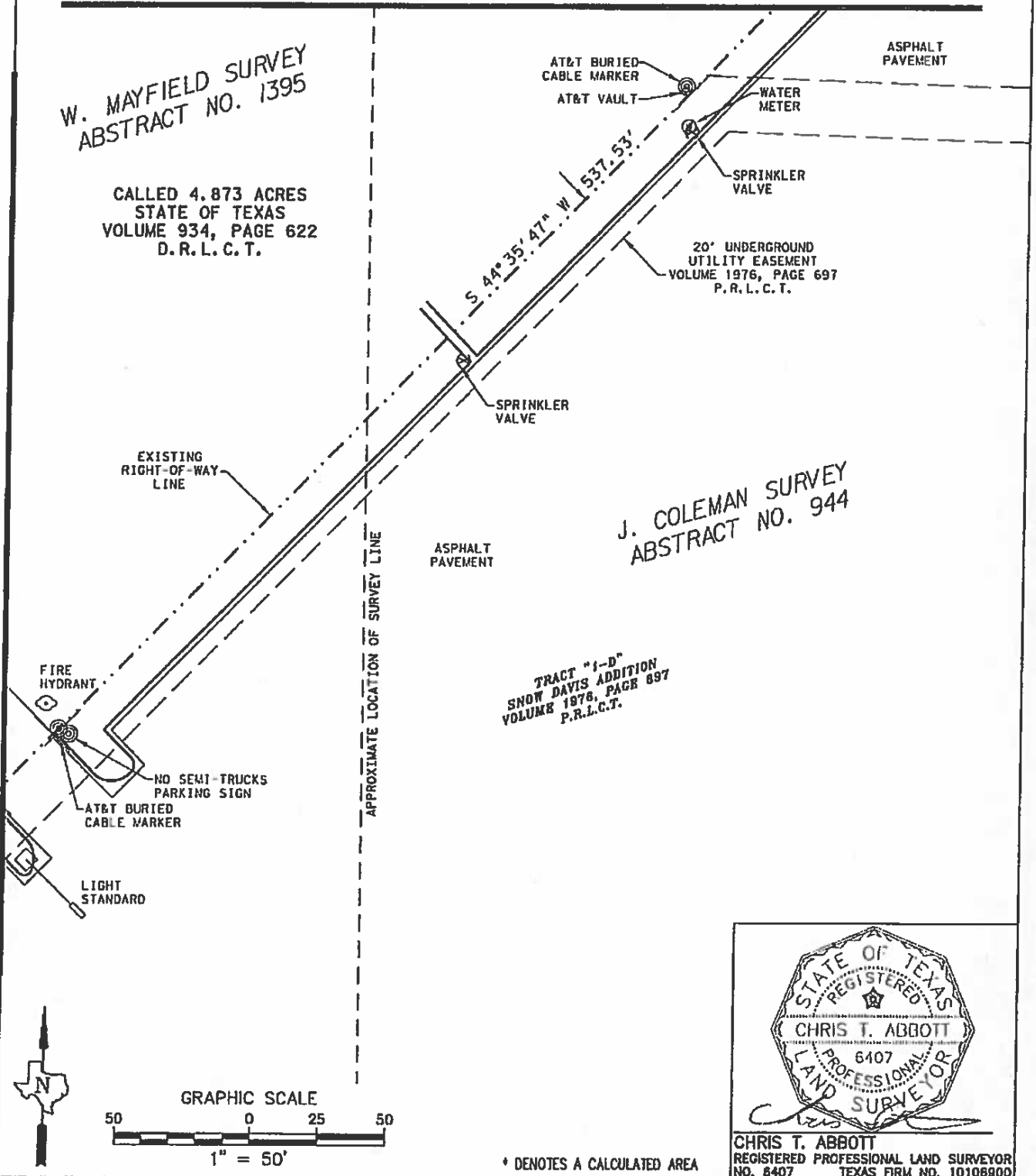
FILE		DIVISION
SURPLUS 1	WEST LOOP 289	5
SCALE: 1" = 50'	FEDERAL AID PROJECT NO.	R.O.W.-C.S.J NO.: 0783-02-087
		COUNTY: LUBBOCK

SURPLUS TRACT NO.	1	
AREA SUMMARY	ACRES	SQUARE FEET
TOTAL TxDOT ROW AREA	32.575*	1,418,967*
AREA WITHIN TxDOT ROW	1.946	84,753
REMAINDER AREA OF TxDOT ROW	30.629*	1,334,214*

EXHIBIT "A"

PAGE 5 OF 8

PAGE 7 OF 8



* DENOTES A CALCULATED AREA

STATE OF TEXAS
REGISTERED
CHRIS T. ABBOTT
6407
PROFESSIONAL
LAND SURVEYOR

CHRIS T. ABBOTT
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6407 TEXAS FIRM NO. 10106900

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Texas Department of Transportation

PLAT OF A SURVEY
OF SURPLUS TRACT NO. 1

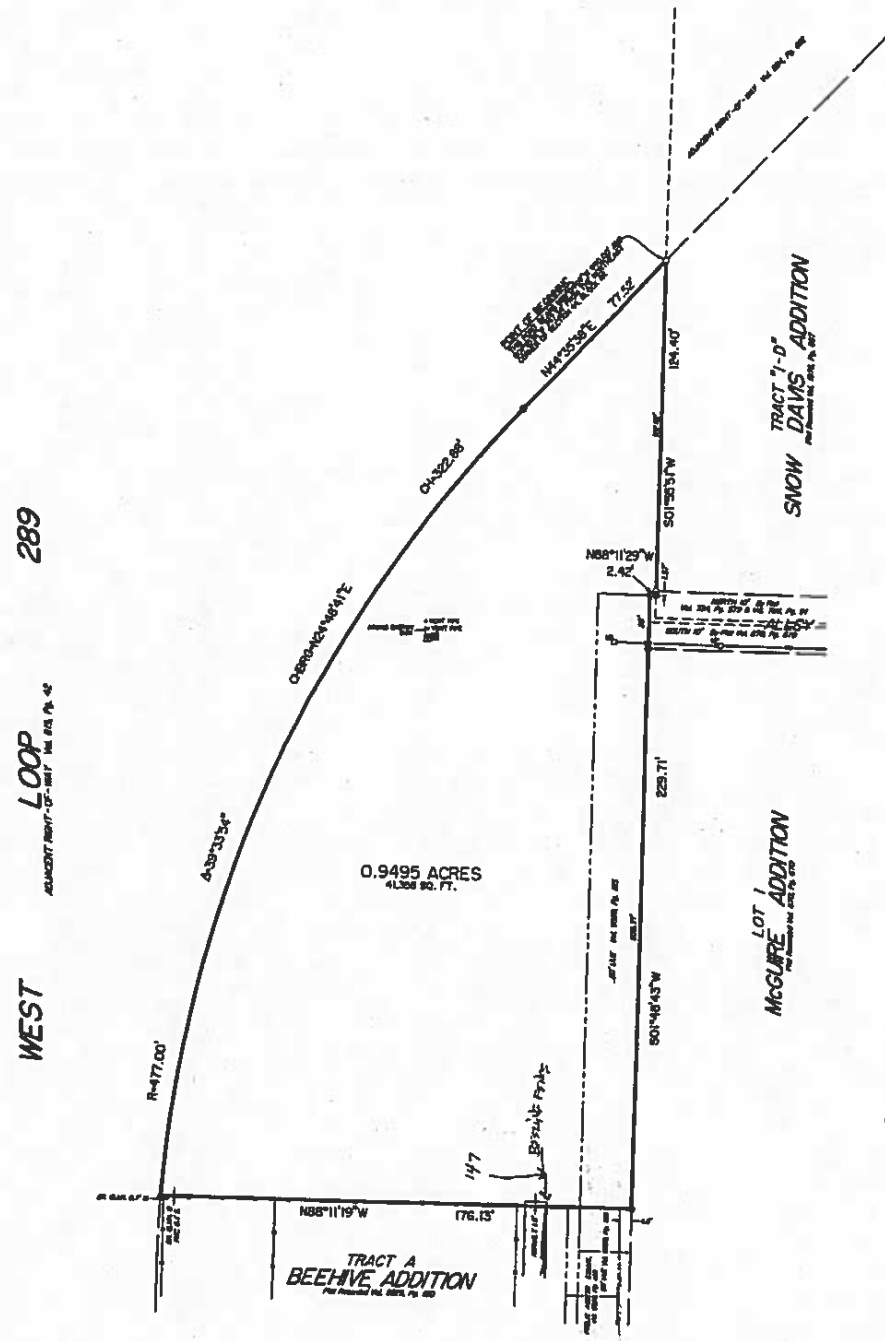
FILE		DIVISION
SURPLUS 1	WEST LOOP 289	5
SCALE	FEDERAL AID PROJECT NO. / R.O.W.-C.S.J NO.	COUNTY
1" = 50'	0783-02-087	LUBBOCK

SURPLUS TRACT NO.	1	
AREA SUMMARY	ACRES	SQUARE FEET
TOTAL TxDOT ROW AREA	32.575*	1,418,967*
AREA WITHIN TxDOT ROW	1.946	84,753
REMAINDER AREA OF TxDOT ROW	30.629*	1,334,214*

PERIMETER AND IMPROVEMENT SURVEY OF
A 0.9495 ACRE TRACT LOCATED IN

SECTION 44, BLOCK AK

LUBBOCK COUNTY, TEXAS



METES AND BOUNDS DESCRIPTION of a 0.9495 acre tract of land located in Section 44, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a 3/8" iron rod found in the Southeast right-of-way line of West Loop 289 as described in Volume 819, page 42 and Volume 934, Page 622 of the Deed Records of Lubbock County, Texas at the Northwest corner of Tract "1-D", Snow Davis Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 1976, Page 697 of the Deed Records of Lubbock County, Texas and the North corner of this tract, which bears N. 88°04'09" W. a distance of 990.00 feet and S. 01°55'51" W. a distance of 747.34 feet from the Northeast corner of Section 44, Block AK, Lubbock County, Texas;

THENCE S. 01°55'51" W., along the Western boundary of said Tract "1-D", at 122.83 feet pass a 3/8" iron rod found at the Southwest corner of said Tract "1-D", continuing for a total distance of 124.40 feet to a 1/2" iron rod with cap found at a corner of this tract;

THENCE N. 88°11'29" W. a distance of 2.42 feet to a 1/2" iron rod with cap set for a corner of this tract;

THENCE S. 01°48'43" W., at 20.00 feet pass a 1/2" iron rod with cap found at the Northwest corner of Lot 1, McGuire Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 870, Page 670 of the Deed Records of Lubbock County, Texas, continuing along the Western boundary of said Lot 1, a total distance of 229.71 feet to a 1/2" iron rod with cap found at the Northeast corner of Tract A, Beehive Addition, according to the map, plat and/or dedication deed thereof recorded in Volume 9529, Page 160 of the Official Public Records of Lubbock County, Texas, the Southeast corner of this tract;

THENCE N. 88°11'19" W., along the Northern boundary of said Tract A, a distance of 176.13 feet to a "MAG" nail found in said Southeast right-of-way line, at the Northwest corner of said Tract A and the Southwest corner of this tract;

THENCE Northeasterly along said Southeast right-of-way line around a curve to the right, said curve having a radius of 477.00 feet, a central angle of 39°33'54", a chord bearing of N. 24°48'41" E. and a chord distance of 322.88 feet to a a 1/2" iron rod with cap found at a point of intersection;

THENCE N. 44°35'38" E., continuing along said Southeast right-of-way line, a distance of 77.52 feet to the Point of Beginning.

Contains: 41,358 square feet.

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

CERTIFICATION TO: Lubbock Abstract Co.
POR: GF# 2013-1322 Vetos ONLY

I, Brent Carroll, Texas Registered Professional Land Surveyor No. 5410, do hereby certify that this survey was made on the ground. A determination as to whether this property lies within a special flood hazard area was not made for this survey.
January 30, 2014

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

NOTES:
SCALE: 1"=30'
● - SET 1/2" IRON ROD WITH CAP
● - FOUND 1/2" IRON ROD WITH CAP
○ - FOUND 3/8" IRON ROD
▲ - FOUND "MAG" NAIL
■ - VAULT - NTS
■ - RISER - NTS
GV - UTILITY POLE
OVERHEAD POWER LINE
131776 / SLG (ST)

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. Record documents other than those shown on this survey may exist and encumber this property.

WARNING
This plat is invalid unless it bears an original signature across an embossed seal.

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYING
CIVIL ENGINEERING

Copyright 2014, Hugo Reed and Associates, Inc. for its sole use of This Do not GF # and any other identifiers as indicated in conformance herewith

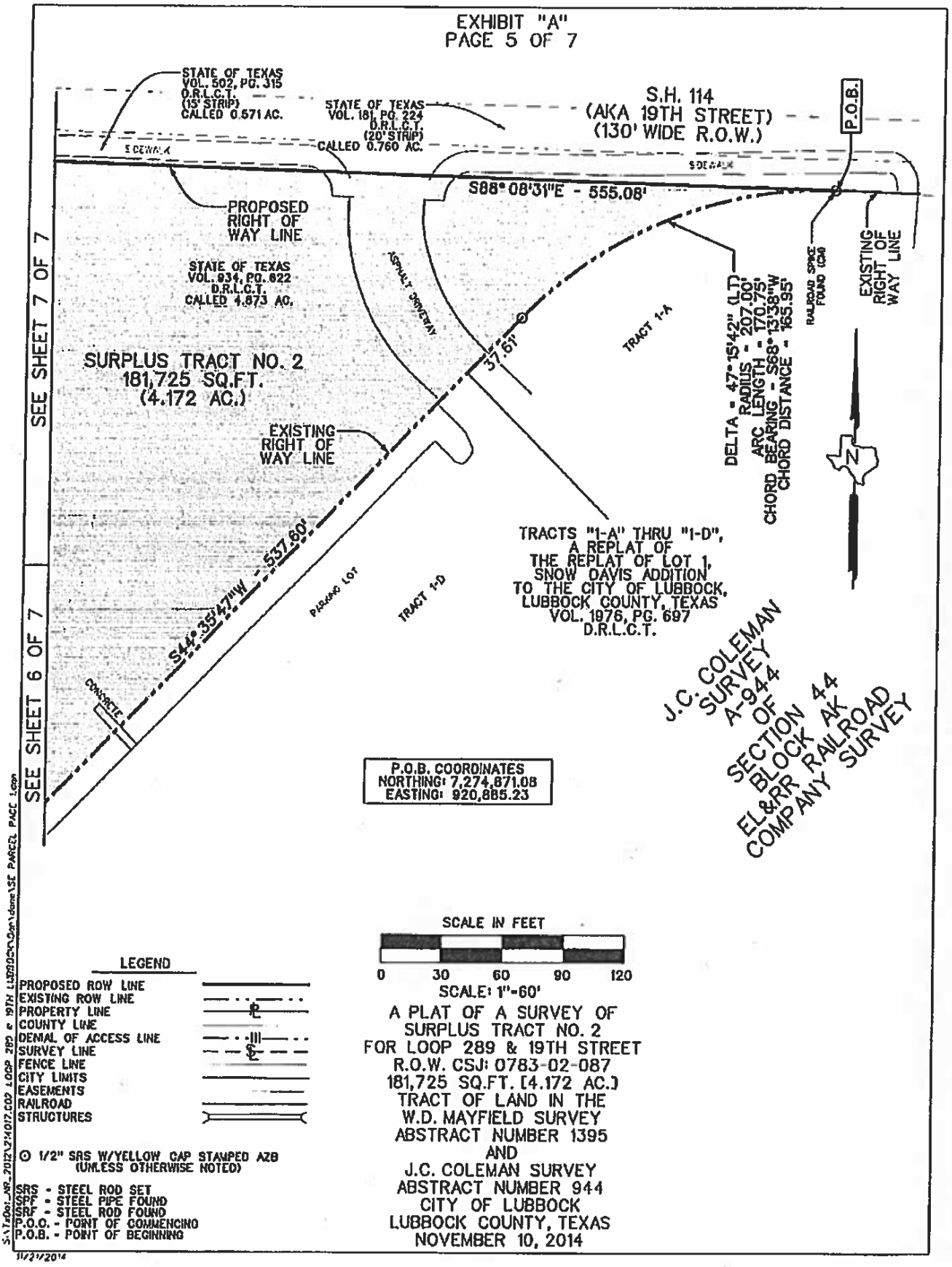
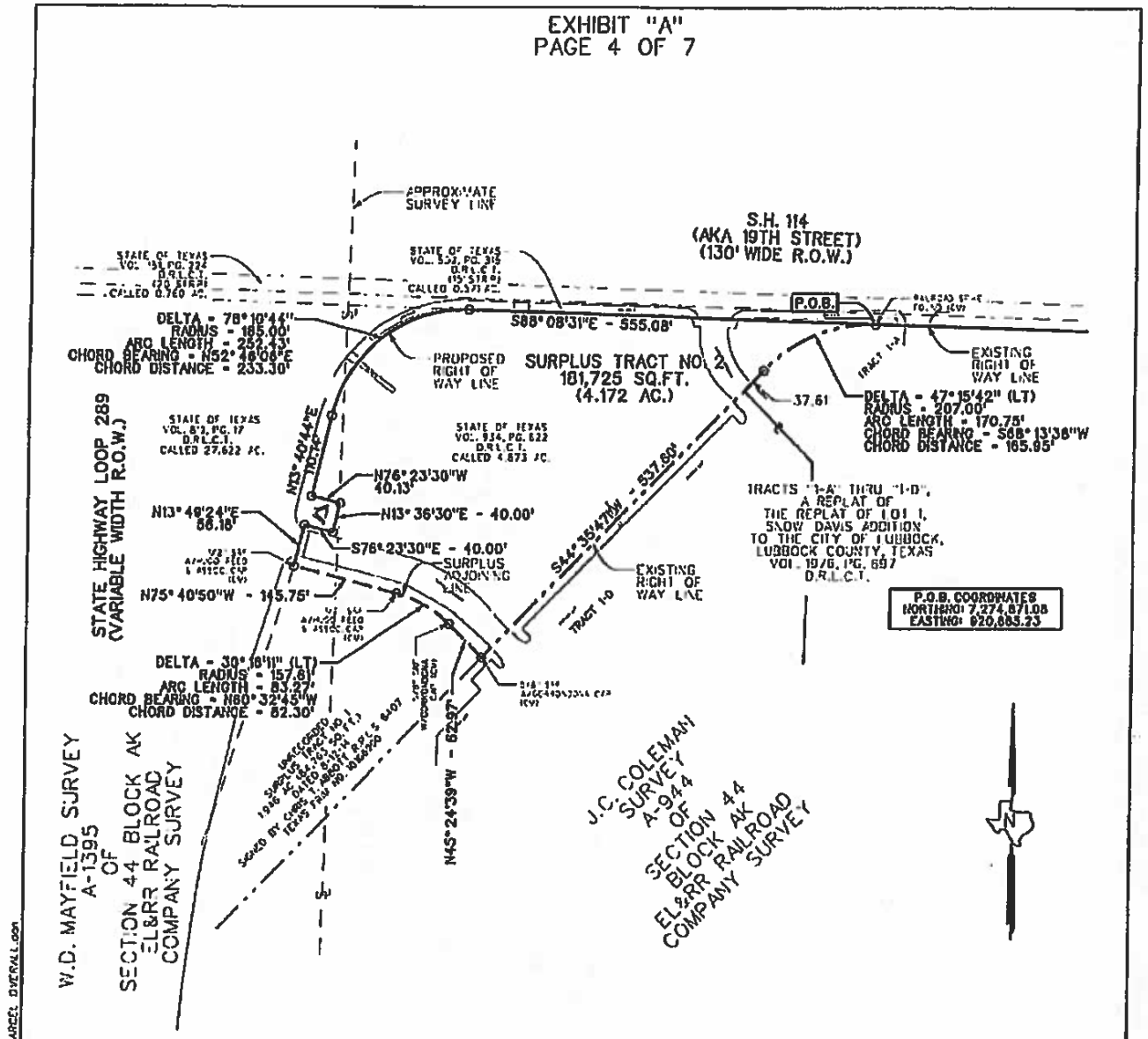


EXHIBIT "A"
PAGE 5 OF 7
STATE OF TEXAS
VOL. 502, PG. 315
D.R.L.C.T.
(15' STRIP)
CALLED 0.571 AC.
STATE OF TEXAS
VOL. 181, PG. 224
D.R.L.C.T.
(20' STRIP)
CALLED 0.760 AC.
S.H. 114
(AKA 19TH STREET)
(130' WIDE R.O.W.)
P.O.B.
SIDEWALK
S88°08'31"E - 555.08'
PROPOSED
RIGHT OF
WAY LINE
STATE OF TEXAS
VOL. 934, PG. 622
D.R.L.C.T.
CALLED 4.873 AC.
ASPHALT DRIVEWAY
SURPLUS TRACT NO. 2
181,725 SQ.FT.
(4.172 AC.)
37.67'
TRACT 1-A
DELTA = 47°15'42" (LT)
RADIUS = 207.00'
ARC LENGTH = 170.75'
CHORD BEARING = S68°13'38"W
CHORD DISTANCE = 165.95'
RAILROAD SPIKE
FOUND (DM)
EXISTING
RIGHT OF
WAY LINE
EXISTING
RIGHT OF
WAY LINE
S44°35'47"W - 537.60'
PARKING LOT
TRACT 1-D
CONCRETE
TRACTS "1-A" THRU "1-D",
A REPLAT OF
THE REPLAT OF LOT 1,
SNOW DAVIS ADDITION
TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS
VOL. 1976, PG. 697
D.R.L.C.T.
J.C. COLEMAN
SURVEY
A-944
OF
SECTION 44
BLOCK AK
EL&RR RAILROAD
COMPANY SURVEY
SEE SHEET 7 OF 7
SEE SHEET 6 OF 7
P.O.B. COORDINATES
NORTHING: 7,274,871.08
EASTING: 920,885.23
SCALE IN FEET
0 30 60 90 120
SCALE: 1"=60'
LEGEND
PROPOSED ROW LINE
EXISTING ROW LINE
PROPERTY LINE
COUNTY LINE
DENIAL OF ACCESS LINE
SURVEY LINE
FENCE LINE
CITY LIMITS
EASEMENTS
RAILROAD
STRUCTURES
⊙ 1/2" SRS W/YELLOW CAP STAMPED AZB
(UNLESS OTHERWISE NOTED)
SRS - STEEL ROD SET
SPF - STEEL PIPE FOUND
SRF - STEEL ROD FOUND
P.O.C. - POINT OF COMMENCING
P.O.B. - POINT OF BEGINNING
A PLAT OF A SURVEY OF
SURPLUS TRACT NO. 2
FOR LOOP 289 & 19TH STREET
R.O.W. CSJ: 0783-02-087
181,725 SQ.FT. (4.172 AC.)
TRACT OF LAND IN THE
W.D. MAYFIELD SURVEY
ABSTRACT NUMBER 1395
AND
J.C. COLEMAN SURVEY
ABSTRACT NUMBER 944
CITY OF LUBBOCK
LUBBOCK COUNTY, TEXAS
NOVEMBER 10, 2014
11/21/2014

EXHIBIT "A"
PAGE 4 OF 7



SCALE IN FEET

0 100 200 300 400

SCALE: 1"=200'

LEGEND

- PROPOSED ROW LINE
- EXISTING ROW LINE
- PROPERTY LINE
- COUNTY LINE
- DENIAL OF ACCESS LINE
- SURVEY LINE
- FENCE LINE
- CITY LIMITS
- EASEMENTS
- RAILROAD
- STRUCTURES

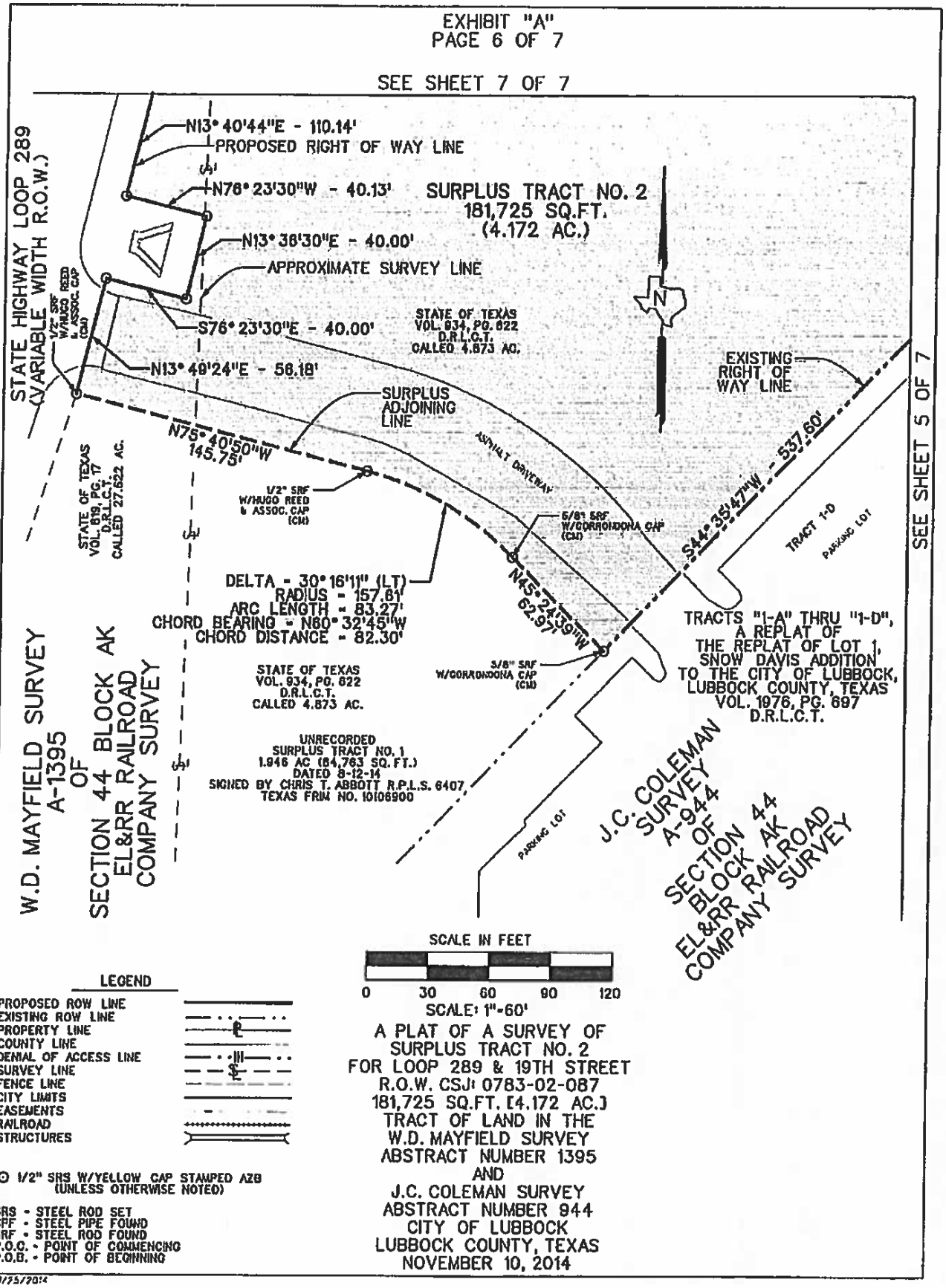
⊙ 1/2" SRS W/YELLOW CAP STAMPED A28 (UNLESS OTHERWISE NOTED)

SRS - STEEL ROD SET
SPF - STEEL PIPE FOUND
SRF - STEEL ROD FOUND
P.O.C. - POINT OF COMMENCING
P.O.B. - POINT OF BEGINNING

A PLAT OF A SURVEY OF
SURPLUS TRACT NO. 2
FOR LOOP 289 & 19TH STREET
R.O.W. CSJ: 0783-02-087
181,725 SQ.FT. [4.172 AC.]
TRACT OF LAND IN THE
W.D. MAYFIELD SURVEY
ABSTRACT NUMBER 1395
AND
J.C. COLEMAN SURVEY
ABSTRACT NUMBER 944
CITY OF LUBBOCK
LUBBOCK COUNTY, TEXAS
NOVEMBER 10, 2014

S:\Tx\Lbk_NR_2012\12\017.002 LOOP 289 & 19TH LUBBOCK\DGN\ROW-USE PARCEL OVERALL.dgn
11/25/2014

EXHIBIT "A"
PAGE 6 OF 7



LEGEND

- PROPOSED ROW LINE
- EXISTING ROW LINE
- PROPERTY LINE
- COUNTY LINE
- DENIAL OF ACCESS LINE
- SURVEY LINE
- FENCE LINE
- CITY LIMITS
- EASEMENTS
- RAILROAD
- STRUCTURES

⊙ 1/2" SRS W/YELLOW CAP STAMPED AZB
(UNLESS OTHERWISE NOTED)

SRS - STEEL ROD SET
SPF - STEEL PIPE FOUND
SRF - STEEL ROD FOUND
P.O.C. - POINT OF COMMENCING
P.O.B. - POINT OF BEGINNING

A PLAT OF A SURVEY OF
SURPLUS TRACT NO. 2
FOR LOOP 289 & 19TH STREET
R.O.W. CSJ: 0783-02-087
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ABSTRACT NUMBER 944
CITY OF LUBBOCK
LUBBOCK COUNTY, TEXAS
NOVEMBER 10, 2014

S:\Tasks_NR_2012\12140127.007 LOOP 289 & 19TH LUBBOCK\DGN\dgn\ESE PARCEL PAGE 2.dgn
11/25/2014

EXHIBIT "A"
PAGE 7 OF 7

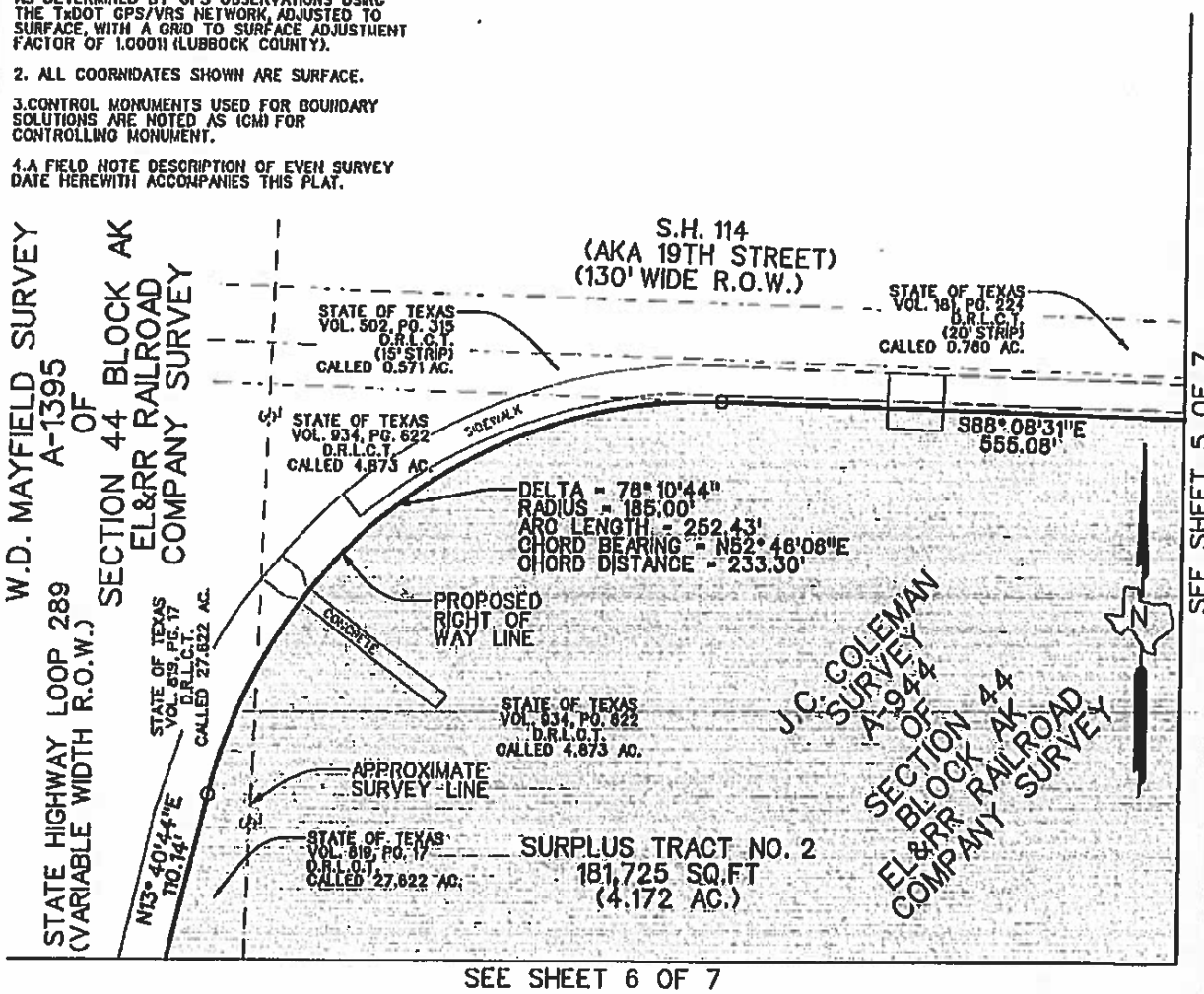
NOTES:

1.BASIS OF BEARINGS IS THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM 1983 (N.A.D. 83) AS DETERMINED BY GPS OBSERVATIONS USING THE TxDOT GPS/VRS NETWORK, ADJUSTED TO SURFACE, WITH A GRID TO SURFACE ADJUSTMENT FACTOR OF 1.00011 (LUBBOCK COUNTY).

2. ALL COORNIDATES SHOWN ARE SURFACE.

3.CONTROL MONUMENTS USED FOR BOUNDARY SOLUTIONS ARE NOTED AS (CM) FOR CONTROLLING MONUMENT.

4.A FIELD NOTE DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT.



SEE SHEET 6 OF 7

SCALE IN FEET

0 30 60 90 120

SCALE: 1"=60'

LEGEND

- PROPOSED ROW LINE
- EXISTING ROW LINE
- PROPERTY LINE
- COUNTY LINE
- DENIAL OF ACCESS LINE
- SURVEY LINE
- FENCE LINE
- CITY LIMITS
- EASEMENTS
- RAILROAD
- STRUCTURES

⊙ 1/2" SRS W/YELLOW CAP STAMPED AZB (UNLESS OTHERWISE NOTED)

SRS - STEEL ROD SET
SPF - STEEL PIPE FOUND
SRF - STEEL ROD FOUND
P.O.C. - POINT OF COMMENCING
P.O.B. - POINT OF BEGINNING

A PLAT OF A SURVEY OF
SURPLUS TRACT NO. 2
FOR LOOP 289 & 19TH STREET
R.O.W. CSJ: 0783-02-087
181,725 SQ.FT. (4.172 AC.)
TRACT OF LAND IN THE
W.D. MAYFIELD SURVEY
ABSTRACT NUMBER 1395
AND
J.C. COLEMAN SURVEY
ABSTRACT NUMBER 944
CITY OF LUBBOCK
LUBBOCK COUNTY, TEXAS
NOVEMBER 10, 2014

STATE OF TEXAS
REGISTERED
E. DAVID UTZMAN
4607
PROFESSIONAL
LAND SURVEYOR

E. DAVID UTZMAN R.P.L.S. No. 4607 DATE

S:\Tdot_NR_202\2014617.002 LOOP 289 & 19TH LUBBOCK\Dgn\Comm\SE PARCEL PAGE 5.dgn

11/7/2014

Legal Descriptions

Tract 1-C Snow Davis Addition

Tract 1-D Snow Davis Addition

S15′ of Tract 1-B & tract 1-A less E4′ of N170′ Snow Davis Addition

~~Tract 1-D Less SE/PT Snow Davis Addition~~

Exhibit A Tract 1 TxDot surplus land

Exhibit A Tract 2 TxDot surplus land

.09495 Acre Tract located in Section 44 Block AK (Hugo Reed Survey Attached)

EXHIBIT "A"

County: Lubbock
Highway: West Loop 289
Limits: Intersection of West Loop 289 to SH 114 (19th Street)
R.O.W. CSJ: 0783-02-087
CCSJ: 0783-02-001

Property Description for Tract No. 1

(3) THENCE with said proposed southeasterly right-of-way line of said West Loop 289 and with said non-tangent curve to the right, having a radius of 2425.03 feet, a central angle of 08 degrees 53 minutes 37 seconds, and an arc length of 376.42 feet to a 1/2 inch iron rod with cap stamped "Hugo Reed & Assoc." found (CM) for corner;

(4) THENCE North 13 degrees 29 minutes 28 seconds East, with said proposed southeasterly right-of-way line of said West Loop 289, a distance of 136.15 feet to a 1/2 inch iron rod with cap stamped "Hugo Reed & Assoc." found (CM) for corner;

(5) THENCE North 17 degrees 47 minutes 41 seconds East, with said proposed southeasterly right-of-way line of said West Loop 289, a distance of 159.38 feet to a 1/2 inch iron rod with cap stamped "Hugo Reed & Assoc." found (CM) for corner;

(6) THENCE South 75 degrees 40 minutes 50 seconds East, with said proposed southeasterly right-of-way line of said West Loop 289, a distance of 145.75 feet to a 1/2 inch iron rod with cap stamped "Hugo Reed & Assoc." found (CM) for the beginning of a curve to the right whose chord bears South 60 degrees 32 minutes 44 seconds East, a distance of 82.30 feet;

(7) THENCE with said proposed southeasterly right-of-way line of said West Loop 289 and with said curve to the right, having a radius of 157.61 feet, a central angle of 30 degrees 16 minutes 09 seconds, passing at an arc length of 63.70 feet, a 1/2 inch iron rod with cap stamped "Hugo Reed & Assoc." found (CM) for reference, in all, an arc length of 83.26 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for corner;

(8) THENCE South 45 degrees 24 minutes 39 seconds East, with said proposed southeasterly right-of-way line of said West Loop 289, a distance of 62.97 feet to the **POINT OF BEGINNING** and containing 84,753 square feet or 1.946 acres of land, more or less.

EXHIBIT "A"

County: Lubbock
Highway: West Loop 289
Limits: Intersection of West Loop 289 to SH 114 (19th Street)
R.O.W. CSJ: 0783-02-087
CCSJ: 0783-02-001

Property Description for Tract No. 1

(1) THENCE South 44 degrees 35 minutes 47 seconds West, continuing with the existing southeasterly right-of-way line of said West Loop 289, with the southeasterly line of said called 4.873 acre tract of land, and with the northwesterly line of said Tract "1-D", passing at a distance of 182.27 feet, a point for the common southeasterly corner of said called 4.873 acre tract of land and northeasterly corner of said called 0.080 acre tract of land, continuing with the existing southeasterly right-of-way line of said West Loop 289, with the southeasterly line of said called 0.080 acre tract of land, and with the northwesterly line of said Tract "1-D", passing at a distance of 299.90 feet, a 3/8 inch iron rod found for the common westerly corner of said Tract "1-D" and northerly corner of a called 0.9495 acre tract of land conveyed to Yatesiiby, L.C. as recorded in Document No. 2014003927, Official Public Records of Lubbock County, Texas, continuing with the existing southeasterly right-of-way line of said West Loop 289, with the southeasterly line of said called 0.080 acre tract of land, and with the northwesterly line of said called 0.9495 acre tract of land, passing at a distance of 300.47 feet, a point for the southerly corner of said called 0.080 acre tract of land common to a southeasterly corner of said called 27.622 acre tract of land, continuing with the existing southeasterly right-of-way line of said West Loop 289, with the southeasterly line of said called 27.622 acre tract of land, and with the northwesterly line of said called 0.9495 acre tract of land, passing at a distance of 303.93 feet, a 3/4 inch iron pipe found for reference, in all, a distance of 377.39 feet to a 1/2 inch iron rod with cap stamped "Hugo Reed & Assoc." found (CM) for the beginning of a curve to the left whose chord bears South 26 degrees 26 minutes 51 Seconds West, a distance of 297.16 feet;

(2) THENCE continuing with the existing southeasterly right-of-way line of said West Loop 289, with the southeasterly line of said called 27.622 acre tract of land, and with the northwesterly line of said called 0.9495 acre tract of land, and with said curve to the left, having a radius of 477.00 feet, a central angle of 36 degrees 17 minutes 54 seconds, passing at an arc length of 85.47 feet, a 1/2 inch iron rod with cap stamped "Hugo Reed & Assoc." found (CM) for reference, in all, an arc length of 302.19 feet to a point for the intersection of the existing southeasterly right-of-way line of said West Loop 289 with the proposed southeasterly right-of-way line of said West Loop 289 at Station 109+63.20, 152.99 feet Left, from which a 1/2 inch iron rod with cap stamped "Hugo Reed & Assoc." found for reference bears South 24 degrees 20 minutes 52 seconds East, a distance of 0.22 feet, said point also being the beginning of a non-tangent curve to the right whose chord bears North 09 degrees 02 minutes 40 seconds East, a distance of 376.04 feet;

EXHIBIT "A"

County: Lubbock
Highway: West Loop 289
Limits: Intersection of West Loop 289 to SH 114 (19th Street)
R.O.W. CSJ: 0783-02-087
CCSJ: 0783-02-001

August 12, 2014

Property Description for Tract No. 1

NOTES:

1. All coordinates and bearings are based on the Texas State Plane Coordinate System, N.A.D. 83, CORS 96 (EPOCH 2002.00), North Central Zone 4202. All distances and coordinates shown are surface values and may be converted to grid by dividing by TxDOT conversion factor for Lubbock County of 1.000293077.

2. A plat of same date accompanies this description.

3. This survey was performed without the benefit of a title commitment.

4. All stations and offsets shown are calculated relative to the project centerline (Loop 289 baseline) unless otherwise noted.

I, Chris T. Abbott, a Registered Professional Land Surveyor, do hereby declare that this description and accompanying plat is true and correct to the best of my knowledge and belief and that the property described herein was determined by survey made on the ground under my direction and supervision.

Chris T. Abbott
Registered Professional Land Surveyor No. 6407
Gorrondona & Associates, Inc.
7524 Jack Newell Boulevard S.
Fort Worth, Texas 76118
Office 817-496-1424 Fax 817-496-1768
Texas Firm No. 10106900

County: Lubbock
November 10, 2014
Highway: STATE HIGHWAY LOOP 289 & STATE HIGHWAY 114 (19TH STREET)
R.O.W. CSJ: 0783-02-087

Description for Surplus Tract No. 2

D, in all a total distance of 537.60 feet to a 5/8 inch steel rod with a blue cap marked "Gorrondona" (controlling monument) found for the northeast corner of a called 1.946 acre tract of land designated as "Surplus Tract No. 1" dated August 12, 2014 by Chris T. Abbott R.P.L.S. 6407 (unrecorded at this time);

3) THENCE North 45 degrees 24 minutes 39 seconds West, departing said common line, along the north line of said Surplus Tract No. 1, over and across said 4.873 acre tract of land, a distance of 62.97 feet to a 5/8 inch steel rod with a blue cap marked "Gorrondona" (controlling monument) found for the beginning of a tangent curve to the left;

4) THENCE Northwestwardly, continuing along said north line, and across said 4.873 acre tract of land, and along said tangent curve to the left with a central angle of 30 degrees 16 minutes 11 seconds, an radius of 157.61 feet, an arc length of 83.27 feet, the chord of said curve bears North 60 degrees 32 minutes 45 seconds West, a distance of 82.30 feet to a 1/2 inch steel rod found with a yellow cap marked "Hugo Reed & Associates" (controlling monument) found;

5) THENCE North 75 degrees 40 minutes 50 seconds West, continuing along said north line, over and across said 4.873 acre tract of land, and across said 27.622 acre tract of land, a distance of 145.75 feet to a 1/2 inch steel rod found with a yellow cap marked "Hugo Reed & Associates" (controlling monument) found for the northwest corner of said Surplus Tract No. 1, being in the proposed easterly right of way of State Highway Loop 289;

THENCE departing said north line, continuing over and across said 4.873 acre tract of land and said 27.622 acre tract of land and along the proposed easterly and southerly right of way line of State Highway Loop 289 the following seven (7) courses and distances;

6) North 13 degrees 49 minutes 24 seconds East, a distance of 56.18 feet to a 1/2 inch steel rod with a yellow cap marked "AZB" set;

7) South 76 degrees 23 minutes 30 seconds East, a distance of 40.00 feet to a 1/2 inch steel rod with a yellow cap marked "AZB" set;

8) North 13 degrees 36 minutes 30 seconds East, a distance of 40.00 feet to a 1/2 inch steel rod with a yellow cap marked "AZB" set;

EXHIBIT "A"

County: Lubbock
November 10, 2014
Highway: STATE HIGHWAY LOOP 289 & STATE HIGHWAY 114 (19TH STREET)
R.O.W. CSJ: 0783-02-087

Description for Surplus Tract No. 2

9) North 76 degrees 23 minutes 30 seconds West, a distance of 40.13 feet to a 1/2 inch steel rod with a yellow cap marked "AZB" set;

10) North 13 degrees 40 minutes 44 seconds East, a distance of 110.14 feet to a 1/2 inch steel rod with a yellow cap marked "AZB" set for the beginning of a tangent curve to the right;

11) Northeastwardly, along said tangent curve to the right with a central angle of 78 degrees 10 minutes 44 seconds, a radius of 185.00 feet, an arc length of 252.43 feet, the chord of said curve bears North 52 degrees 46 minutes 06 seconds East, a distance of 233.30 feet to a 1/2 inch steel rod with a yellow cap marked "AZB" set;

12) South 88 degrees 08 minutes 31 seconds East, a distance of 555.08 feet to the **POINT OF BEGINNING** and containing 181,725 square feet [4.172 Acres] of land, more or less.

Basis of Bearings is the Texas Coordinate System of 1983, Texas North Central Zone (4202) North American Datum 1983 (N.A.D. 83) as determined by GPS observations using the TxDOT VRS network. All coordinates listed are adjusted to surface, with a grid to surface adjustment factor of 1.00011 (Lubbock County).

A survey plat of even survey date herewith accompanies this field note description.

I, E. David Utzman, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this land description and attached plat accurately depict an actual survey made on the ground under my supervision on November 10, 2014.

STATE OF TEXAS
REGISTERED
E. DAVID UTZMAN
4607
PROFESSIONAL
LAND SURVEYOR

E. David Utzman
Registered Professional Land Surveyor
Texas No. 4607

11/25/14
Date

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Alliance Realty Services

6306 Iola Suite 200
Street/Post Office Box

Lubbock, Tex. 79424
City State Zip

(806) 797-3220
Telephone

For Yates II BY LC

1901 W. Loop 289
Street/Post Office Box

Lubbock, Tex 79407
City State Zip

(806)795-0070
Telephone

Location or Address: SE Corner 19th Street & Loop 289

Legal Description:* See Attached

Existing Land Use: Retail **Existing Zoning:** C-3& non-zoned

Acreage or Square Footage of Property: 21 acres +/-

Zoning Requested: IHC

Proposed Development: Retail- Commercial

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

Bobby Yates
Applicant's Signature **Date**

Filing Fee: $535.00
($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

MYB

map 23

Zone Case No.: 3281 **Agenda No.:** _____

Request for zoning change from: T, C-3, L-2A **To:** IHC

SEE Attached

on Lot(s): _____ **Block(s):** _____

Subdivision: _____ **Address:** SE corner of 19th St and W Loop 289

KSH

Regular City Council Meeting **7. 4.**

Meeting Date: 03/24/2016

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 2543-F, a request of Linda Wall for a zoning change from R-1 Specific Use to AM on Lot 30, Colonial Heights, 2002 98th Street, and consider an ordinance.

Item Summary

General Comments:
The request is for a zone change from R-1 Specific Use for residential estates to AM. Residential estates allows livestock to be kept on the lot including cows, horses, mules, donkeys, sheep, and goats. There is currently a vacant home on the property.

Adjacent Land Uses:
North: R-1 Specific Use for residential estates (single family home)
South: A-2 (The Reserves at South Plains apartments)
East: R-1 Specific Use for residential estates (vacant land)
West: R-1 Specific Use for residential estates (mobile home)

Comprehensive Land Use Plan:
The request for AM zoning is consistent with the CLUP and is considered a buffer between the residential homes and the 98th Street thoroughfare.

Zoning Policy:
The request is consistent with zoning policies as AM is a buffer district, similar to the GO and A-2 zoning that is also along 98th Street. AM is not a commercial district, but acts as a buffer between residential and commercial districts.

Effect on the adjacent street and thoroughfare system:
Once 98th Street is built as a full width thoroughfare, there should be little to no impact on the thoroughfare system.

Recommendations:
On March 3, 2016, the Planning and Zoning Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

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. 2543-F;** A ZONING CHANGE FROM **R-1 SPECIFIC USE** TO **AM** ZONING DISTRICT ON **LOT 30, COLONIAL HEIGHTS,** 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. 2543-F

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 Specific Use** to **AM** zoning district on **Lot 30, Colonial Heights**, City of Lubbock, Lubbock County, Texas, located at **2002 98th 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

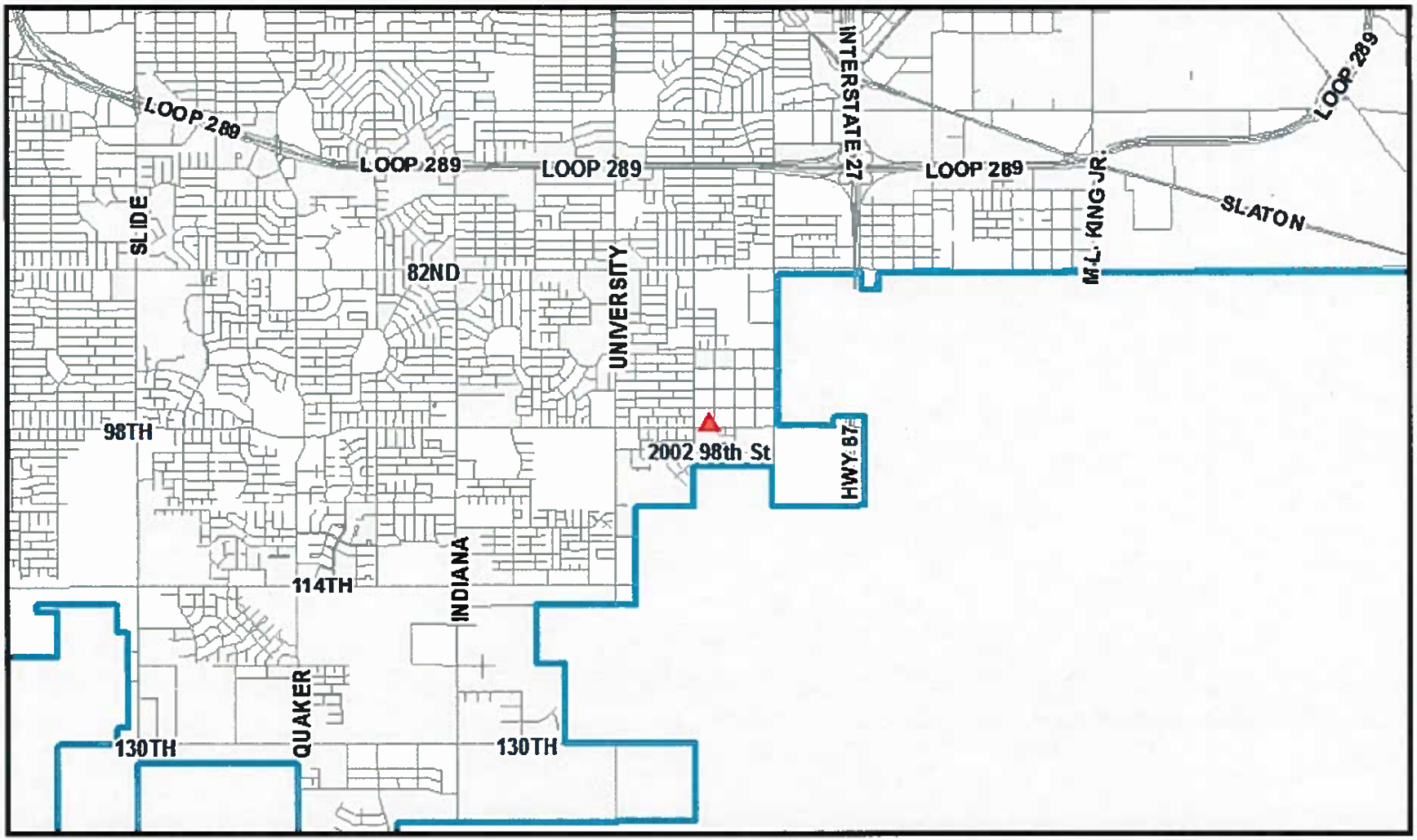
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

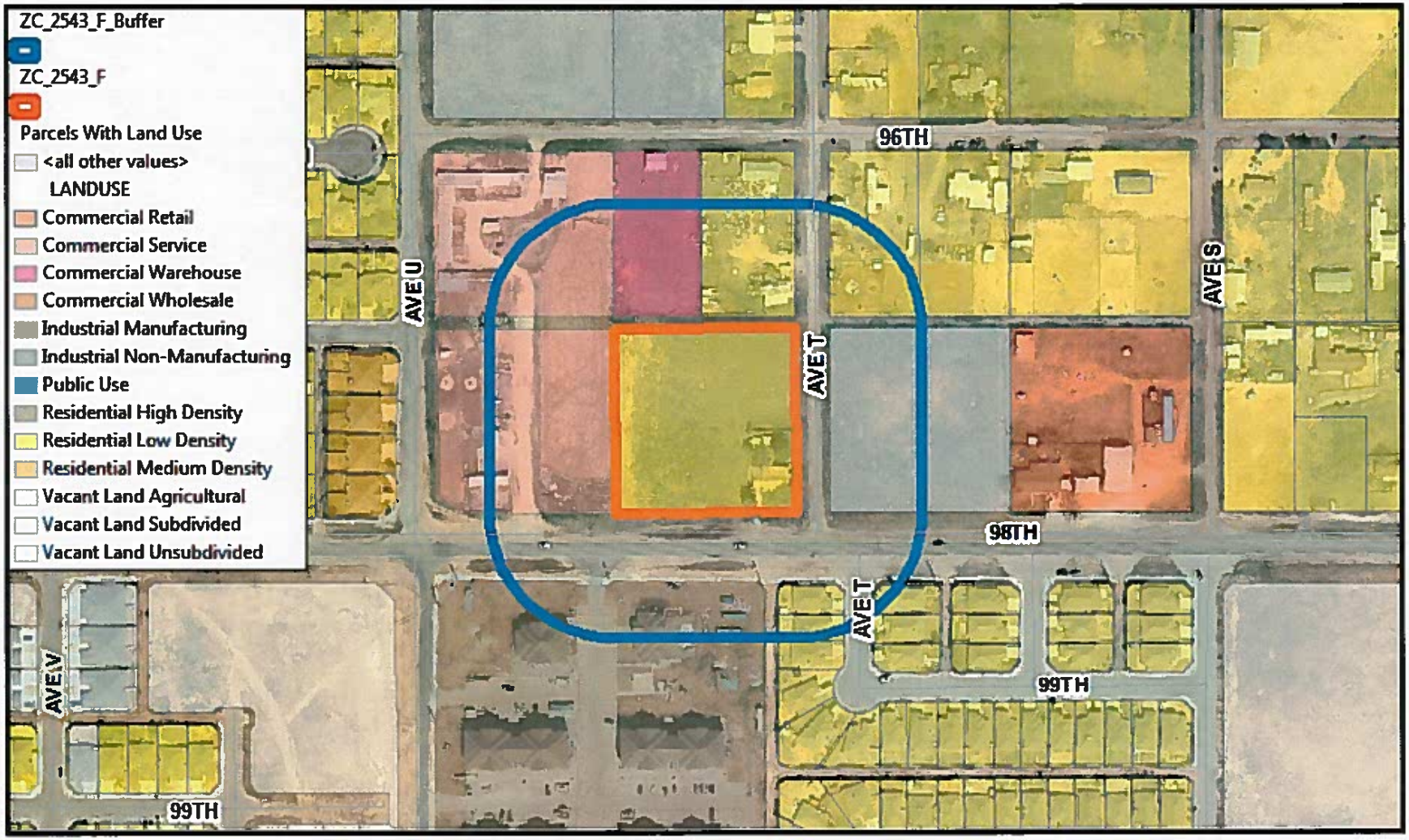
APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

vw/cityatt/Justin/ZoneCase/ZC2543-F
March 3, 2016

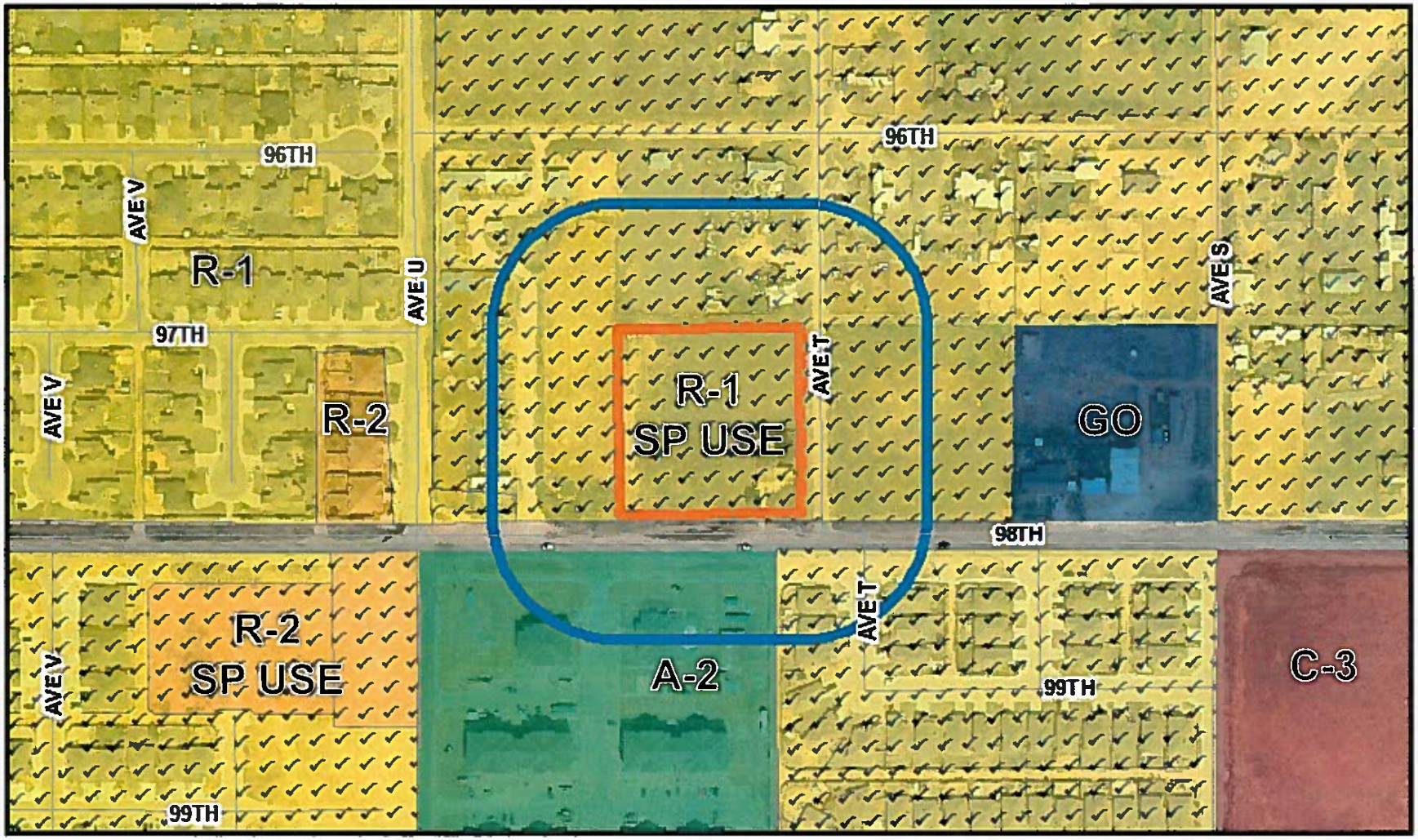


P.Z.C. Case 2543-F



P.Z.C. Case 2543-F

Request of Linda Wall for a zoning change from R-1 Specific use to AM, 2002 98th Street



P.Z.C. Case 2543-F 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) LINDA WALL

2301 TIAGO DR
Street/Post Office Box

GRAND PRAIRIE TX 75050
City State Zip

(972) 489-6980
Telephone

For Self

Street/Post Office Box

City State Zip

( )
Telephone

Location or Address: 2002 98th ST Lubbock, Tx 79424

Legal Description:* Colonial HTS L 30

Existing Land Use: R-1 - Vacant House on 2.14 Acres+- **Existing Zoning:** R-1

Acreage or Square Footage of Property: 2.14 acres +/- / 93,620 S.F.

Zoning Requested: AM

Proposed Development: N/A

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

Linda Wall
Applicant's Signature

1-29-16
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: 17488 MAP 19

Zone Case No.: 2543-F **Agenda No.:** _____

Request for zoning change from: R-1 SP Use **To:** AM

on Lot(s): 30 **Block(s):** —

Subdivision: Colonial Heights **Address:** 2002 98th St

VC, KF

Lubbock Central Appraisal District

2012 Preliminary Values

LubbockCAD will be closed Monday, May 28th

Home
General Information
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Searches
- QuickRef ID Search
- Owner Search
- Address Search
- Advanced Search

Property Data
- Detail Sheet
- Datasheet
- Bills

Other
- Public Information & Ass
- Online Protest Procedur
- Taxpayer Remedies
- Property Tax Basics
- Property Tax Basics Spa
- Homestead Exemption
- Property Tax Assistance
- Public Information Act
- Property Tax Code
- Exemption Application P
- GIS Maps
- 2011 Tax Rates
- 2012 Property Tax Calei
- Reports
- Payment Information
- Low Income Housing
- 2012 Condition Table
- Exemption Table
- Employment

Property Detail Sheet (R56860)

History | Datasheet | Bills | Pay Taxes | Protest

Owner Information

Owner ID:	OO225057
Owner Name:	RITCHIE, MILDRED E
Owner Address:	3001 45TH ST LUBBOCK,TX 79413
Property Address:	2002 98TH ST LUBBOCK, TX 79424

Parcel Information

Legal Description:	COLONIAL HTS L 30
Neighborhood:	0605A(0605A - Residential 0605)
Acreage:	
Cross Reference:	R152500-00000-00300-000
Undivided Interest:	
Exemption Codes:	
Entity Codes:	CLB (City Of Lubbock) GLB (Lubbock County) HSP (Lubb Cnty Hospital) SLB (Lubbock ISD) WHP (Hi Plains Water)
Deed Type:	Probate Minutes
Deed Book:	
Deed Page:	2003-769,334
Map Page:	486

Values Breakdown — 2012 Preliminary Value

Land HS:	$0 +
Land NHS:	$4,530 +
Improvement HS:	$0 +
Improvement NHS:	$66,617 +
Ag Market:	$0
Ag Use:	$0 +
Timber Market:	$0
Timber Use:	$0 +
Assessed:	$71,147 =

Improvements

ID	Type	SPTB	Segs	Value
Imp1	R (Residential)	A1 (A1 - Real Residential Single Fam2		$ 66,617

Land

ID	Type	SPTB	Acres	Market
Land1	R (Residential)	A1 (A1 - Real Residential Single Fam		$ 4,530

Get Adobe Reader — A recent version of Adobe Acrobat Reader is required to view PDF documents. Acrobat Reader is a free program available here.

2012
R56860

05/25/2012

Current Owner	Legal Description	Exemptions	Market
RITCHIE, MILDRED E (OO225057) 3001 45TH ST LUBBOCK,TX 79413	COLONIAL HTS L 30		71,147
		Entities	**Assessed**
		CLB, GLB, HSP, SLB, WHP	71,147

Situs Address

2002 98TH ST
LUBBOCK, TX 79424

Sales

Date	Volume	Page	Seller Name
12/02/2002	2003-769,334		RITCHIE, ROBERT J

History Information

	2011	2010	2009	2008
Imp HS	$66,617	$66,617	$66,617	$61,683
Imp NHS	-	-	-	-
Land HS	$4,530	$4,530	$4,530	$4,530
Land NHS	-	-	-	-
Ag Mkt	-	-	-	-
Ag Use	-	-	-	-
Tim Mkt	-	-	-	-
Tim Use	-	-	-	-
HS Cap	$842	$7,233	$13,043	$13,391
Assessed	$70,305	$63,914	$58,104	$52,822

Building Attributes

Construction	Foundation	Exterior	Interior	Roof	Flooring
FT	S	VSS		G	
Heat/AC	**Baths**	**Fireplace**	**Year Built**	**Rooms**	**Bedrooms**
CHA			1956		

Land Segments

SPTB	Description	Area	Market	Ag Value
A1	Residential	93620.0000F	4,530	0

Improvements

Type	Description	Area	Year Built	Eff Year	Value
R	Residential				$66,617
MA	MA - Main Area	1828	1956	1956	$62,050
GAR	GAR - Garage	299	1947	1947	$4,567

Lubbock Central Appraisal District

2012 Preliminary Values

LubbockCAD will be closed Monday, May 28th

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- Property Tax Assistance
- Public Information Act
- Property Tax Code
- Exemption Application P
- GIS Maps
- 2011 Tax Rates
- 2012 Property Tax Calcı
- Reports
- Payment Information
- Low Income Housing
- 2012 Condition Table
- Exemption Table
- Employment

Bill Listing (R56860)

Pay Taxes

XRef ID
R152500-00000-00300-000

Situs Address
2002 98TH ST
LUBBOCK, TX 79424

Calculation Date

Sort by: Tax Year | 05/25/2012 | Calculate

	Past Years Due	Current Amount Due	Total Amount Due
	0.00	0.00	0.00

Year	Tax Description *	Levy	P&I	Att Fee	Disc./Cr	Date Posted	Amt. Paid	Balance
2011	Hi Plains Water	3.24	0.00	0.00	0.00	01/27/20	3.24	0.00
2011	Lubbock ISD	0.00	0.00	0.00	0.00		0.00	0.00
2011	Lubb Cnty Hospital	50.47	0.00	0.00	0.00	01/27/20	50.47	0.00
2011	Lubbock County	49.95	0.00	0.00	0.00	01/27/20	49.95	0.00
2011	City Of Lubbock	88.81	0.00	0.00	0.00	01/27/20	88.81	0.00
	2011 total	**192.47**	**0.00**	**0.00**	**0.00**		**192.47**	**0.00**
2010	Hi Plains Water	2.78	0.00	0.00	0.00	01/27/20	2.78	0.00
2010	Lubbock ISD	0.00	0.00	0.00	0.00		0.00	0.00
2010	Lubb Cnty Hospital	42.78	0.00	0.00	0.00	01/27/20	42.78	0.00
2010	Lubbock County	49.95	0.00	0.00	0.00	01/27/20	49.95	0.00
2010	City Of Lubbock	88.81	0.00	0.00	0.00	01/27/20	88.81	0.00
	2010 total	**184.32**	**0.00**	**0.00**	**0.00**		**184.32**	**0.00**
2009	Hi Plains Water	2.35	0.00	0.00	0.00	01/28/20	2.35	0.00
2009	Lubbock ISD	0.00	0.00	0.00	0.00		0.00	0.00
2009	Lubb Cnty Hospital	35.77	0.00	0.00	0.00	01/28/20	35.77	0.00
2009	Lubbock County	49.95	0.00	0.00	0.00	01/28/20	49.95	0.00
2009	City Of Lubbock	88.81	0.00	0.00	0.00	01/28/20	88.81	0.00
	2009 total	**176.88**	**0.00**	**0.00**	**0.00**		**176.88**	**0.00**
2008	Hi Plains Water	1.93	0.46	0.48	0.00	01/28/20	2.87	0.00
2008	Lubbock ISD	0.00	0.00	0.00	0.00		0.00	0.00
2008	Lubb Cnty Hospital	29.35	7.04	7.28	0.00	01/28/20	43.67	0.00
2008	Lubbock County	49.95	11.98	12.38	0.00	01/28/20	74.31	0.00
2008	City Of Lubbock	88.81	21.32	22.03	0.00	01/28/20	132.16	0.00
	2008 total	**170.04**	**40.80**	**42.17**	**0.00**		**253.01**	**0.00**
2007	Hi Plains Water	1.55	0.00	0.00	0.00	02/06/20	1.55	0.00
2007	Lubbock ISD	0.00	0.00	0.00	0.00		0.00	0.00
2007	Lubb Cnty Hospital	22.76	0.00	0.00	0.00	02/06/20	22.76	0.00
2007	Lubbock County	49.95	0.00	0.00	0.00	02/06/20	49.95	0.00
2007	City Of Lubbock	87.92	0.00	0.00	0.00	02/06/20	87.92	0.00
	2007 total	**162.18**	**0.00**	**0.00**	**0.00**		**162.18**	**0.00**
2006	Hi Plains Water	1.62	0.00	0.00	0.00	01/31/20	1.62	0.00

2006 Lubbock ISD	0.00	0.00	0.00	0.00		0.00	0.00
2006 Lubb Cnty Hospital	22.29	0.00	0.00	0.00	01/31/20	22.29	0.00
2006 Lubbock County	49.95	0.00	0.00	0.00	01/31/20	49.95	0.00
2006 City Of Lubbock	88.81	0.00	0.00	0.00	01/31/20	88.81	0.00
2006 total	**162.67**	**0.00**	**0.00**	**0.00**		**162.67**	**0.00**
2005 Hi Plains Water	1.62	0.00	0.00	0.00	01/23/20	1.62	0.00
2005 Lubbock ISD	0.00	0.00	0.00	0.00		0.00	0.00
2005 Lubb Cnty Hospital	21.54	0.00	0.00	0.00	01/23/20	21.54	0.00
2005 Lubbock County	49.95	0.00	0.00	0.00	01/23/20	49.95	0.00
2005 City Of Lubbock	86.40	0.00	0.00	0.00	01/23/20	86.40	0.00
2005 total	**159.51**	**0.00**	**0.00**	**0.00**		**159.51**	**0.00**
2004 Hi Plains Water	1.62	0.00	0.00	0.00	01/29/20	1.62	0.00
2004 Lubbock ISD	0.00	0.00	0.00	0.00		0.00	0.00
2004 Lubb Cnty Hospital	20.97	0.00	0.00	0.00	01/29/20	20.97	0.00
2004 Lubbock County	49.95	0.00	0.00	0.00	01/29/20	49.95	0.00
2004 City Of Lubbock	88.82	0.00	0.00	0.00	01/29/20	88.82	0.00
2004 Appraisal District	0.00	0.00	0.00	0.00		0.00	0.00
2004 total	**161.36**	**0.00**	**0.00**	**0.00**		**161.36**	**0.00**
2003 Hi Plains Water	1.62	0.00	0.00	0.00	01/20/20	1.62	0.00
2003 Lubbock ISD	0.00	0.00	0.00	0.00		0.00	0.00
2003 Lubb Cnty Hospital	21.27	0.00	0.00	0.00	01/20/20	21.27	0.00
2003 Lubbock County	50.66	0.00	0.00	0.00	01/20/20	50.66	0.00
2003 City Of Lubbock	105.43	0.00	0.00	0.00	01/20/20	105.43	0.00
2003 total	**178.98**	**0.00**	**0.00**	**0.00**		**178.98**	**0.00**
2002 Hi Plains Water	1.64	0.00	0.00	0.00	01/24/20	1.64	0.00
2002 Lubbock ISD	0.00	0.00	0.00	0.00		0.00	0.00
2002 Lubb Cnty Hospital	20.39	0.00	0.00	0.00	01/24/20	20.39	0.00
2002 Lubbock County	37.34	0.00	0.00	0.00	01/24/20	37.34	0.00
2002 City Of Lubbock	110.22	0.00	0.00	0.00	01/24/20	110.22	0.00
2002 total	**169.59**	**0.00**	**0.00**	**0.00**		**169.59**	**0.00**
2001 Hi Plains Water	1.62	0.00	0.00	0.00	01/30/20	1.62	0.00
2001 Lubbock ISD	0.00	0.00	0.00	0.00		0.00	0.00
2001 Lubb Cnty Hospital	19.35	0.00	0.00	0.00	01/30/20	19.35	0.00
2001 Lubbock County	37.45	0.00	0.00	0.00	01/30/20	37.45	0.00
2001 City Of Lubbock	110.22	0.00	0.00	0.00	01/30/20	110.22	0.00
2001 total	**168.64**	**0.00**	**0.00**	**0.00**		**168.64**	**0.00**
2000 Hi Plains Water	1.64	0.00	0.00	0.00	01/31/20	1.64	0.00
2000 Lubbock ISD	0.00	0.00	0.00	0.00		0.00	0.00
2000 Lubb Cnty Hospital	19.14	0.00	0.00	0.00	01/31/20	19.14	0.00
2000 Lubbock County	37.45	0.00	0.00	0.00	01/31/20	37.45	0.00
2000 City Of Lubbock	110.22	0.00	0.00	0.00	01/31/20	110.22	0.00
2000 total	**168.45**	**0.00**	**0.00**	**0.00**		**168.45**	**0.00**
1999 Hi Plains Water	1.64	0.00	0.00	0.00	12/29/19	1.64	0.00
1999 Lubbock ISD	0.00	0.00	0.00	0.00		0.00	0.00
1999 Lubb Cnty Hospital	19.14	0.00	0.00	0.00	12/29/19	19.14	0.00

1999 Lubbock County	37.45	0.00	0.00	0.00	12/29/19	37.45	0.00
1999 City Of Lubbock	112.15	0.00	0.00	0.00	12/29/19	112.15	0.00
1999 total	**170.38**	**0.00**	**0.00**	**0.00**		**170.38**	**0.00**

*** To see the full entity name, position the mouse over the entity name you wish to view.**

DISCLAIMER

If applicable, the above described property is receiving special valuation based upon its use. Additional rollback taxes which may become due based on the provisions of the special valuation are not indicated in these pages.

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Westar Commercial Realty

2.14 Acres + House

Listing Agent: Donna Currey Barnes - GRI, CP

The Westar Team:

Bill Young Cliff Watt, CCIM Cindy Snell, SEC Blake Truett
Kevin Watt Rob Campbell Donna Currey Barnes GRI, CP

Purchase Price: ..... **$189,900.00 ($2.02/SF)**
Total SF: ..... **1,828 SF +/-**
Tract Size: ..... **2.14 Acres +/-**
Beds: **3**
Baths: **2**
Garage: **1-car**

2.14 Acres with Improvements

* Pier and beam house on property was built in 1956
* House can be cleared for commercial land use
* City water - Septic System
* Good frontage on 98th Street
* Would be a great location for office/warehouses

806.797.3231

4415 71st, Suite 12 • Lubbock, TX 79424 • 806 793-2130 (Fax)

380_DB_6/12

www.lubbockwestar.com

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

Meeting Date: 03/24/2016

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3058-A, a request of Hugo Reed and Associates, Inc., for Ford Development, for a zoning change from R-1 Specific Use to A-2 and R-1 Specific Use on 92.3 acres of unplatted land out of Block AK, Sections 35 and 38, 6515, 6517, and 6801 50th Street, and consider an ordinance.

Item Summary

General comments:
The request is a combination of R-1 single family with reduced setbacks and A-2 High density apartments.

Adjacent land uses:
North – vacant, zoned T
South – vacant, zoned T
East – railroad and vacant commercial/industrial, zoned Industrial Park (IDP)
West – single family estates (livestock allowed), zoned R-1 Residential Estates

Comprehensive Land Use Plan (CLUP):
The request is consistent with the CLUP. The apartment zoning will act as a buffer to the residential from the railroad and commercial/industrial along Milwaukee Avenue.

Zoning Policy:
The request is also consistent with the City of Lubbock zoning policies, stepping down from commercial/industrial zoning to a buffer district to single family.

Effect on the adjacent street and thoroughfare system:
Once 50th Street is widened to a partial of full width thoroughfare (as the traffic need arises) and the railroad crossing at 50th Street is completed, there should be little to no impact on the street and thoroughfare system overall.

Recommendations:
1. That the R-1 Specific Use shall have reduced setbacks as follows:
a. 20 foot front setback;
b. 5 foot front setback on cul-de-sac lots;
c. 5 foot side setback on corner lots; and
d. 0 foot rear setback on non-rear facing garage.

On March 3, 2016, the Planning and Zoning Commission recommended the request with a vote of 6 in favor and 2 in opposition, with the following conditions:
1. That the R-1 Specific Use shall have reduced setbacks as follows:
a. 20 foot front setback;
b. 5 foot front setback on cul-de-sac lots;
c. 5 foot side setback on corner lots; and

d. 0 foot rear setback on non-rear facing garage.

Fiscal Impact
None.

Staff/Board Recommending
Bill Howerton, Assistant City Manager

Attachments

Ordinance - Zone Case 3058-A
Map - 3058-A

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3058-A;** A ZONING CHANGE FROM **R-1 SPECIFIC USE** TO **A-2 AND R-1 SPECIFIC USE** FOR **REDUCED SETBACKS**, ON **92.3 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTIONS 35 AND 38,** 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. 3058-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 **R-1 Specific Use** to **A-2 and R-1 Specific Use** for **reduced setbacks** on **92.3 acres of unplatted land out of Block AK, Sections 35 and 38,** City of Lubbock, Lubbock County, Texas, located at **6515, 6517 and 6801 50th 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 R-1 Specific Use shall have reduced setbacks as follows:**
   a. **20 (twenty) foot front setback;**
   b. **5 (five) foot front setback on cul-de-sac lots;**
   c. **5 (five) foot side setback on corner lots;**
   d. **0 (zero) foot rear setback on non-rear facing garage.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **R-1 Specific Use** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **6515, 6517 and 6801 50th 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

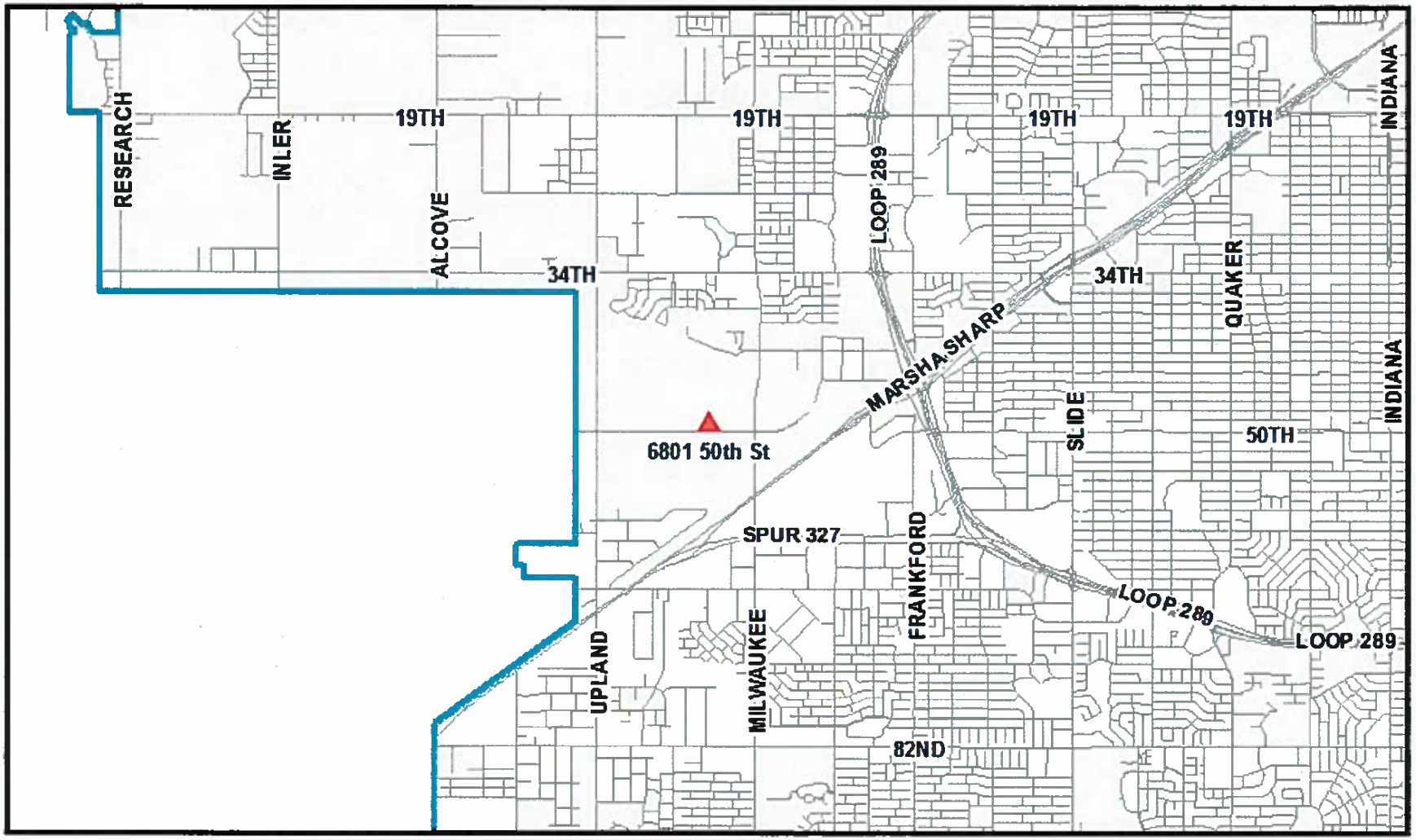
APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

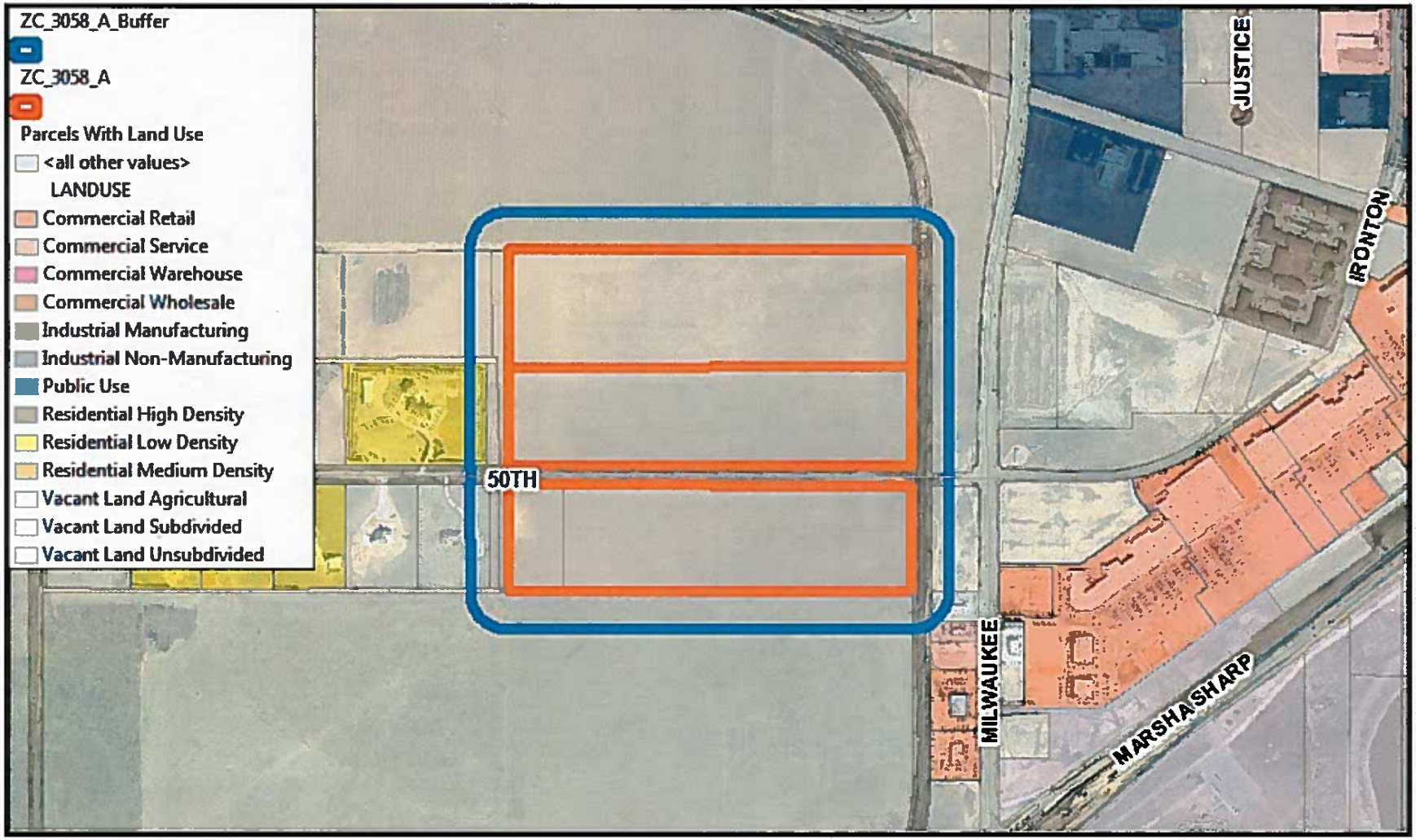
APPROVED AS TO FORM:

Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC3058-A
March 3, 2016

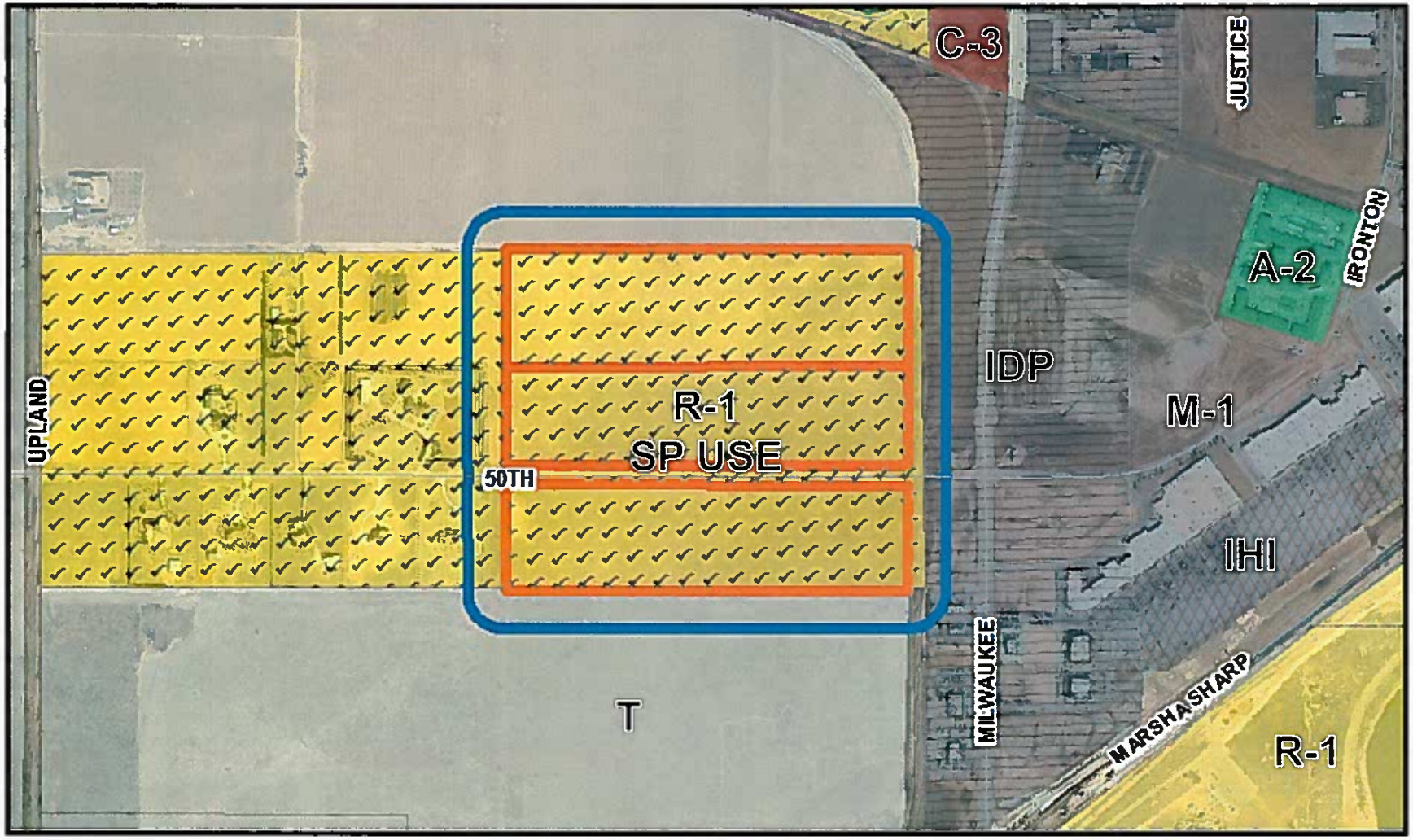


P.Z.C. Case 3058-A

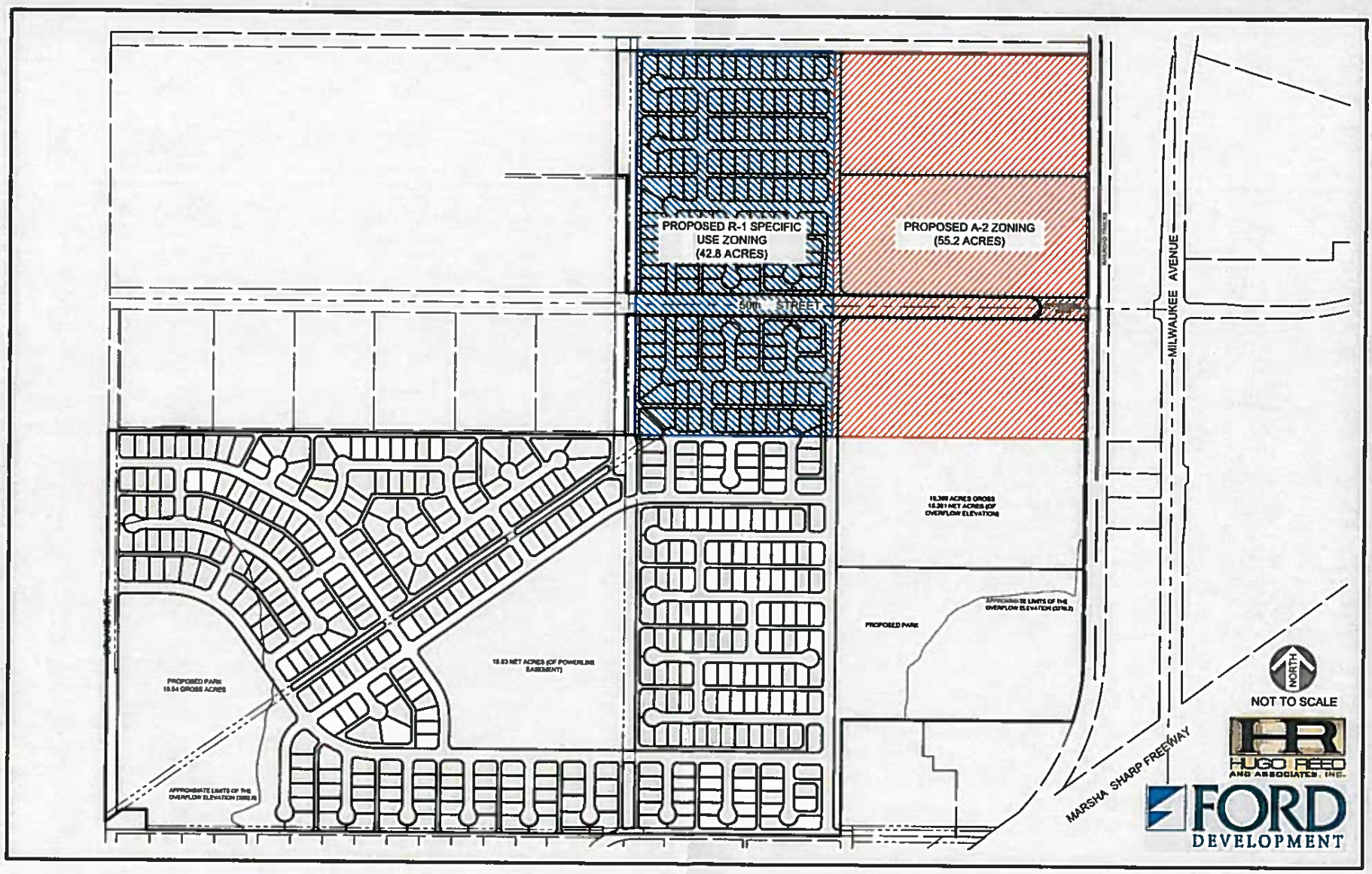


P.Z.C. Case 3058-A

Request of Hugo Reed and Associates, Inc. (for Ford Development) for a zoning change from R-1 Specific Use to A-2 and R-1 Specific Use, 6515, 6517, and 6801 50th Street



P.Z.C. Case 3058-A Zoning


PROPOSED R-1 SPECIFIC USE ZONING (42.8 ACRES)
PROPOSED A-2 ZONING (55.2 ACRES)
500th STREET
MILWAUKEE AVENUE
PROPOSED PARK
MARSHA SHARP FREEWAY
NORTH
NOT TO SCALE
HUGO REED AND ASSOCIATES, INC.
FORD DEVELOPMENT

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print): Hugo Reed and Associates, Inc.
1601 Avenue N
Street/Post Office Box
Lubbock, Texas 79401
City State Zip
(806) 763-5642
Telephone

For: Ford Development
16400 N. Dallas Parkway, Suite 140
Street/Post Office Box
Dallas TX 75248-1389
City State Zip
214-850-8838
Telephone

Location or Address: Sections 35 and 38, Block AK

Legal Description:* See metes and bounds description attached

Existing Land Use: Vacant

Existing Zoning: T

Acreage or Square Footage of Property: 92.3 Acres

Zoning Requested: A-2. R-1 Specific Use as follows: Front set-back to 20', Front setback on cul-de-sac lots to 5', Side set-back on end lots (Excluding collector level streets and thoroughfare streets) to 5'. Where 5' side setback is used, side fence must be placed at 5' set-back line. Non-rear facing garage may be constructed to a zero (0') rear set back.

Proposed Development: Phased single-family residential and multi-family

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

Terry Holeman
Applicant's Signature

February 9, 2016
Date

Filing Fee: $751 (Ford Development #3677)
($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

Mt B map 45

Zone Case No.: 3058-A

Agenda No.: _____

Request for zoning change from: R-1 SP use

To: A-2, R-1 SP use

92.3 Acres of unplatted land out of Block AK, sections 35 and 38

on Lot(s): —

Block(s): —

Subdivision: —

Address: 6517, 10515, and 6801 50th St

VS VC

5

REPLY FORM

If for any reason you feel that you will be unable to attend the public hearing advertised by this notice, and yet you desire to present your sentiments regarding this case affecting you, you may complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, Texas, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to this case, please call the Secretary of the Planning and Zoning Commission at 775-2108.

PLEASE CHECK ONE OF THE FOLLOWING:

I am in favor of ☐ -OR- ☒ I am opposed
to the change of zoning requested by ZONE CASE NO. 3058-A
My reasons and/or comments are as follows:

I am opposed to the change of zoning because when I originally purchased my property I was understanding that all of the land along 50th street from Upland to the railroad tracks would be residential equivalent to the pre existing residential properties in LS Farms. I purchased my property because it is quiet, safe, and not overrun by traffic. I am concerned that if the change of zoning is approved it will reduce all of those qualities of my neighborhood. I am also concerned that the value of my property will suffer a massive devaluation.

PRINT NAME: Sara Francis
SIGNATURE: Sara Francis
ADDRESS: 7001 50th Street Lubbock Tx 79407
ADDRESS OF PROPERTY OWNED: 7001 50th Street

NOTE: If you later change your mind and wish to amend any statement you have made on this reply or withdraw your prior written opposition, you may do so by writing this office prior to the City Council hearing.

1 of 1

Zone Case Number:

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

5

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3058-A**

In Favor of ____

Opposed X

Reasons and/or Comments:

We Moved here as a quiet, serene location. This new proposed zoning would ruin that & more importantly significantly diminish our property value in which we have so much invested.

Print Name Bill & Sara Francis

Signature: [signature]

Address: 7001 50th St

Address of Property Owned: 7001 50th St

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4 of 10

Zone Case Number: **3058-A** 91468
FRANCIS BILL & SARA
7001 50TH ST

LUBBOCK TX 79407

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REPLY FORM

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If you have any questions pertaining to this case, please call the Secretary of the Planning and Zoning Commission at 775-2108.

PLEASE CHECK ONE OF THE FOLLOWING:

I am in favor of ☐ -OR- ☑ I am opposed
to the change of zoning requested by ZONE CASE NO. 3058A
My reasons and/or comments are as follows:

PLEASE SEE ATTACHED

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PRINT NAME: Tommy W. Ford
SIGNATURE: Tommy W. Ford
ADDRESS: 7125 50th
ADDRESS OF PROPERTY OWNED: 7125 50TH

NOTE: If you later change your mind and wish to amend any statement you have made on this reply or withdraw your prior written opposition, you may do so by writing this office prior to the City Council hearing.

1 of 1

Zone Case Number:

5

To whom it may concern:

The idea of rezoning the five acre lots east of Upland is a concern. The lots are currently zoned for residential use with restrictions on square footage, building materials, animal habitation, etc.

We bought our land with the understanding that all development from Upland, east to the railroad tracks would be single-family residents with the same guidelines we had to follow when building. With that in mind, I object the change to A-2 Commercial from Residential.

I am concerned about the amount of traffic that will come with the building of commercial property or apartments. When we bought the land, we bought it with the understanding that we would be amongst only single family homes, otherwise it would have influenced our decision. Also, the size of 50th street is not big enough for high amounts of traffic.

Another concern is privacy. If the apartments are high rise, the tenants could possibly be able to see into the home(s) that is below them. The people who have bought land and built homes on 50th street between Upland and Milwaukee chose the location based on it being secluded with little traffic and privacy.

Please consider my concerns before making a decision to change the lots from residential to commercial.

Thank you,

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Page 1 of 2

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If for any reason you feel that you will be unable to attend the public hearing advertised by this notice, and yet you desire to present your sentiments regarding this case affecting you, you may complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, Texas, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to this case, please call the Secretary of the Planning and Zoning Commission at 775-2108.

PLEASE CHECK ONE OF THE FOLLOWING:

I am in favor of ☐ -OR- ☑ I am opposed to the change of zoning requested by ZONE CASE NO. P.Z.C. CASE 3058-A

My reasons and/or comments are as follows:

I AM OPPOSED TO THIS ZONING CHANGE REQUEST TO GO FROM R-1 RESIDENTIAL TO A-2 High DENSITY APARTMENTS. WHEN WE Bought OUR LAND FROM LESTER SHAVER/ESTATES TRUST WE WERE TOLD IT WOULD BE 5+ ACRE FARMS FOR RESIDENTIAL DEVELOPMENT ONLY FOR ALL OF THE LAND BETWEEN [redacted] THE RAILROAD TRACKS TO THE EAST & UPLAND ON THE WEST ALONG 50TH ST. MR SHAVER WAS GOING TO SELL THE EXISTING LOTS ON THE WEST & THEN DEVELOP THE LOTS ON THE EAST END THE SAME WAY. THEY WERE ALL TO BE SINGLE FAMILY 5 ACRE TRACTS ON A PRIVATE DRIVE. OUR DEED RESTRICTIONS REFLECT THIS. THIS CHANGE WILL DECREASE PROPERTY VALUES & RESULT IN DANGEROUS TRAFFIC CONGESTION & CONDITIONS. FORD DEVELOPMENT BOUGHT THIS LAND KNOWING THE EXISTING ZONING WAS R-1 AND THAT THIS CHANGE TO A-2 WILL ADVERSELY & NEGATIVELY IMPACT ALL OF THE EXISTING LAND OWNERS. PLEASE DO NOT CHANGE THE ZONING TO A-2

PRINT NAME: DONALD DEAN TREW — PAGE 1 of 2

SIGNATURE: Donald Dean Trew

ADDRESS: 7005 50TH STREET, LUBBOCK, TX 79407

ADDRESS OF PROPERTY OWNED: 7005 50TH STREET, LUBBOCK, TX 79407

NOTE: If you later change your mind and wish to amend any statement you have made on this reply or withdraw your prior written opposition, you may do so by writing this office prior to the City Council hearing.

1 of 1

Zone Case Number:

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Page 2 of 2

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If for any reason you feel that you will be unable to attend the public hearing advertised by this notice, and yet you desire to present your sentiments regarding this case affecting you, you may complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, Texas, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to this case, please call the Secretary of the Planning and Zoning Commission at 775-2108.

PLEASE CHECK ONE OF THE FOLLOWING:

I am in favor of ☐ -OR- ☑ I am opposed to the change of zoning requested by ZONE CASE NO. PZC CASE 3058A

My reasons and/or comments are as follows:

IN THE EVENT YOU ARE CONSIDERING ALLOWING THIS CHANGE, I WOULD REQUEST THAT YOU ISSUE A CONTINUANCE ON THIS CASE & POSTPONEMENT UNTIL A MEETING WITH FORD DEVELOPMENT CAN BE ARRANGED AND A MORE BENEFICIAL PLAN BE MADE. A 50TH ST. CROSSING OF THE RR TRACKS AT MILWAUKEE SHOULD BE A PRIORITY BEFORE ANY BUILDING PERMITS ARE ISSUED FOR TRAFFIC REASONS. THE A-2 REQUEST CAN BE RE-SHAPED TO BE IN THE COMMERCIAL AREA ALONG THE RR TRACKS & MILWAUKEE AVE.

PRINT NAME: DONALD DEAN TREW

SIGNATURE: Donald Dean Trew

ADDRESS: 7005 50TH ST, LUBBOCK, TX 79407

ADDRESS OF PROPERTY OWNED: 7005 50TH ST, LUBBOCK, TX 79407

NOTE: If you later change your mind and wish to amend any statement you have made on this reply or withdraw your prior written opposition, you may do so by writing this office prior to the City Council hearing.

1 of 1

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Zone Case Number:

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PLEASE CHECK ONE OF THE FOLLOWING:

I am in favor of ☐ -OR- ☑ I am opposed
to the change of zoning requested by ZONE CASE NO. 3058-A
My reasons and/or comments are as follows:
Phyllis AND I Object to this change to A-2 Commercial From R-1 Residential for the Reasons of when we bought the LAND 9 years ASO it would Always Be family Living with the 5 Acre tracts Mr Shwoods WANTed to see Nice Family owned PROPERTY with the CAPABLITY of HAVING horses or four large Animals the traffic coming from the west to east will be very dangerous, OUR PROPERTY VALues ?? If RAILROAD opens up this street will have to Be total Redone --- we PAY high TAXES AND city HAS never done Anything to improve our property

PRINT NAME: VAN Combest
SIGNATURE: Van Combest
ADDRESS: 7101 50th st
ADDRESS OF PROPERTY OWNED: SAME

NOTE: If you later change your mind and wish to amend any statement you have made on this reply or withdraw your prior written opposition, you may do so by writing this office prior to the City Council hearing.

1 of 1

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PLANNING DEPARTMENT

Zone Case Number:

5

REPLY FORM

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If you have any questions pertaining to this case, please call the Secretary of the Planning and Zoning Commission at 775-2108.

PLEASE CHECK ONE OF THE FOLLOWING:

I am in favor of ☐ -OR- ☑ I am opposed
to the change of zoning requested by ZONE CASE NO. RZC. Case 3058-A
My reasons and/or comments are as follows:

I object To the change of our Neighborhood From the R-1 Residential To the A-2 Commercial Zoning. IT will Create a gridlock Traffic situation. I was also told that These Lots would All Be 5 ACRE Tracts with a 2500 sq. FT Home On each Lot. Please Open the MILWAUKEE SIDE of 50th Street as a Traffic relief be a consideration.

PRINT NAME: Monty Caswell
SIGNATURE: Monty Caswell
ADDRESS: 7021 50th STREET Lubbock Texas 79407
ADDRESS OF PROPERTY OWNED: 7021 50th STREET Lubbock Texas 79407

NOTE: If you later change your mind and wish to amend any statement you have made on this reply or withdraw your prior written opposition, you may do so by writing this office prior to the City Council hearing.

RECEIVED
MAR - 2 REC'D
PLANNING DEPARTMENT

1 of 1

Zone Case Number:

5

REPLY FORM

If for any reason you feel that you will be unable to attend the public hearing advertised by this notice, and yet you desire to present your sentiments regarding this case affecting you, you may complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, Texas, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to this case, please call the Secretary of the Planning and Zoning Commission at 775-2108.

PLEASE CHECK ONE OF THE FOLLOWING:

I am in favor of ☐ -OR- ☒ I am opposed
to the change of zoning requested by ZONE CASE NO. 3058 A
My reasons and/or comments are as follows:

I understand the benefit, and inevitability, of development. I am concerned that development in the manner proposed would be reckless and detrimental. Upland Avenue and 50th Street are not equipped to handle the amount of traffic that would come with the construction of apartment complexes. They are both 2-lane roads with no stop sign or light at their intersection. 50th Street is a dead end at the railroad tracks. Placing too many residents on these underdeveloped streets would create chaos, danger to pedestrians, and car accidents.

My family and I purchased and developed our 10-acre farm in LS Farms 13 years ago, as a residence for ourselves and our children, one of which is a mentally disabled individual. Among the 8 families residing on these 5 or 10-acre farms, we have babies, growing children, elderly persons, and mentally disabled persons. Approving the zoning of apartment complexes would detrimental to us all.

I am also concerned about maintaining my current property value if development in this area is not done responsibly. Please deny or postpone approval of this proposed request until a more responsible and beneficial plan can be developed. Your consideration is appreciated!

PRINT NAME: Marisa Allison-Scheef
SIGNATURE: Marisa Scheef
ADDRESS: 7002 50th Street 79407
ADDRESS OF PROPERTY OWNED: 7002 50th Str. 79407

NOTE: If you later change your mind and wish to amend any statement you have made on this reply or withdraw your prior written opposition, you may do so by writing this office prior to the City Council hearing.

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PLANNING DEPARTMENT

Zone Case Number:

5

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If you have any questions pertaining to this case, please call the Secretary of the Planning and Zoning Commission at 775-2108.

PLEASE CHECK ONE OF THE FOLLOWING:

I am in favor of ☐ -OR- ☒ I am opposed
to the change of zoning requested by ZONE CASE NO. 3058-A
My reasons and/or comments are as follows:

Apartment complexes beside our farm would bring crime and traffic to our, at the moment, safe and quiet farm and make our farm uninhabitable for young families raising kids. Not only is crime a concern, but both 50th Street and Upland are not capable to handle the amount of traffic an apartment complex would bring. The roads are not wide enough and the quality of the roads are poor. Due to the quality of the roads, increasing traffic would flood the streets with wrecks and fatalities making our farm unsafe to transport our families to school, church, and work.

PRINT NAME: Chris Sellers + Kristin Sellers
SIGNATURE: Chris Sellers Kristin Sellers
ADDRESS: 7002 50th St, Lubbock, TX 79407
ADDRESS OF PROPERTY OWNED: 7002 50th St, Lubbock, TX 79407

NOTE: If you later change your mind and wish to amend any statement you have made on this reply or withdraw your prior written opposition, you may do so by writing this office prior to the City Council hearing.

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MAR – 2 REC'D
PLANNING DEPARTMENT

Zone Case Number:

REPLY FORM

5

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If you have any questions pertaining to this case, please call the Secretary of the Planning and Zoning Commission at 775-2108.

PLEASE CHECK ONE OF THE FOLLOWING:

I am in favor of ☐ -OR- ☑ I am opposed to the change of zoning requested by ZONE CASE NO. 3058A

My reasons and/or comments are as follows:

We bought our property with the understanding the LS Farms development was to be divided into 5 acre tracts for single family residents only. Both sides of 50th St. from Upland on the East side to the Railroad tracks on the West. At the time we built our home the LS Farms Home owner Association had strict restrictions ~~with~~ which required minimum square footage for single family residents only. Our deed restrictions reflected the same. The biggest factor in our decision to make the single largest investment we will probably ever make and build our in this neighborhood was the R-1 Zoning. Not just for our property but for the whole neighborhood. Like me Ford Development knew how the property was zoned when the bought it and there is no reason to change it. There is still plenty of Demand for single family homes in Lubbock. WE Object to the Change to A-2 Commercial From R-1 Residential.

PRINT NAME: Curtis Estill

SIGNATURE: Curtis Estill

ADDRESS: 7102 50th St. Lubbock Tx 79407

ADDRESS OF PROPERTY OWNED: _____

NOTE: If you later change your mind and wish to amend any statement you have made on this reply or withdraw your prior written opposition, you may do so by writing this office prior to the City Council hearing.

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MAR - 2 REC'D
PLANNING DEPARTMENT

1 of 1

Zone Case Number:

5

REPLY FORM

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If you have any questions pertaining to this case, please call the Secretary of the Planning and Zoning Commission at 775-2108.

PLEASE CHECK ONE OF THE FOLLOWING:

I am in favor of ☐ -OR- ☒ I am opposed to the change of zoning requested by ZONE CASE NO. 3058-A

My reasons and/or comments are as follows:

- High traffic area - we ~~chose~~ L.S. Farms for its seclusion from the city. Our 4 kids could safely ride their bikes and safely play outside without concern of speeding cars and through traffic

- Security - extreme rapid increase in population brings higher propensity for crime, littering and solicitation.

- Decrease property value -

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PRINT NAME: Jennifer Forgari

SIGNATURE: [signature]

ADDRESS: 6319 76th St (79424)

ADDRESS OF PROPERTY OWNED: 7126 50th St (79407)

NOTE: If you later change your mind and wish to amend any statement you have made on this reply or withdraw your prior written opposition, you may do so by writing this office prior to the City Council hearing.

Zone Case Number:

5

REPLY FORM

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If you have any questions pertaining to this case, please call the Secretary of the Planning and Zoning Commission at 775-2108.

PLEASE CHECK ONE OF THE FOLLOWING:

I am in favor of ☐ -OR- ☒ I am opposed
to the change of zoning requested by ZONE CASE NO. 3058-A
My reasons and/or comments are as follows:

AS AN OWNER OF A LOT IN THE LS FARMS CORPORATION/SUBDIVISION OF LUBBOCK, I AM OPPOSED TO THE CHANGE OF ZONING REQUEST CASE NUMBER 3058-A. WITH FOUR CHILDREN LIVING AT HOME, MY INTENT WAS TO BUILD A HOME IN A QUIET NEIGHBORHOOD SURROUNDED BY LOW DENSITY HOUSING. WITH A HIGH DENSITY APARTMENT COMPLEX NEAR BY, AND ACCESS TO MILWAUKEE, THE SAFETY, SECURITY, OPPORTUNITY AND QUIET NATURE OF OUR NEIGHBORHOOD WILL BE SIGNIFICANTLY DAMAGED.

PRINT NAME: GIANLUIGI FORNARI
SIGNATURE: [signature]
ADDRESS: 6319 76th St. LUBBOCK, TX 79424
ADDRESS OF PROPERTY OWNED: 7126 50th St. Lubbock, TX 79407

NOTE: If you later change your mind and wish to amend any statement you have made on this reply or withdraw your prior written opposition, you may do so by writing this office prior to the City Council hearing.

1 of 1

Zone Case Number:

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PLANNING DEPARTMENT

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REPLY FORM

If for any reason you feel that you will be unable to attend the public hearing advertised by this notice, and yet you desire to present your sentiments regarding this case affecting you, you may complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, Texas, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to this case, please call the Secretary of the Planning and Zoning Commission at 775-2108.

PLEASE CHECK ONE OF THE FOLLOWING:

I am in favor of ☐ -OR- ☒ I am opposed
to the change of zoning requested by ZONE CASE NO. P.Z.C. Case 3058-A
My reasons and/or comments are as follows:

(see attached)

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PRINT NAME: Charlotte Trew
SIGNATURE: Charlotte Trew
ADDRESS: 7005 50th St Lubbock, TX 79407
ADDRESS OF PROPERTY OWNED: 7005 50th St Lubbock TX 79407

NOTE: If you later change your mind and wish to amend any statement you have made on this reply or withdraw your prior written opposition, you may do so by writing this office prior to the City Council hearing.

1 of 1

Zone Case Number:

3/2/16

I'm in opposition of this zoning for many reasons. I am opposing this straight from my heart. This zoning change would take away every reason why we bought our 5 acre lot in LS Farms.

We had a dream to live out in the country and still be close enough to the city for our commute to and from work. When we found our lot in LS Farms, our dream came true. We purchased our lot with excitement for a bright future of quiet country living with amazing neighbors.

LS Farms was developed into 5 acre residential tracts from the very beginning. Mr. Shaver also had a dream for this land and it was not for this land we are speaking of to be turned into an A-2 commercial zone. It was always intended for residential development.

When we bought our lot, Mr. Shaver shared that his intensions for the land east of LS Farms was to be a residential development all the way to the railroad tracks at Milwaukee. We were good with that. This area is beautiful!

Fast forward to today... Mr. Shaver no longer owns this land in question. His dream and ours as well will be shattered if the city allows A-2 development on this land.

I object to this change in zoning from R-1 Residential to A-2 Commercial.

Charlotte Trew

Charlotte Trew

3-2-16

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MAR - 2 2016
PLANNING DEPARTMENT

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

5

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** ***3058-A***

In Favor of ✓

Opposed ____

Reasons and/or Comments:

RECEIVED
FEB 26 PM'07
PLANNING DEPARTMENT

Print Name Lester Shaver

Signature: Lester Shaver

Address: 7022 50th St. Lubbock, TX 79407

Address of Property Owned: 7022 50th St. Lubbock, TX 79407

9 of 10

Zone Case Number: **3058-A** 81181
SHAVER LESTER
7022 50TH ST

LUBBOCK TX 79407

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

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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.: 3058-A**

In Favor of ✓

Opposed ____

Reasons and/or Comments:

RECEIVED
FEB 26 RECD
PLANNING DEPARTMENT

Print Name Clarissa Jennings

Signature: Clarissa Jennings

Address: 4708 67th St. Lubbock, TX 79414

Address of Property Owned: _____

2 of 10

Zone Case Number: 3058-A 732
ESTATES TRUST INC
4708 67TH ST

LUBBOCK TX 79414

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

5

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** ***3058-A***

In Favor of ✓

Opposed ____

Reasons and/or Comments:

RECEIVED
FEB 26 PM '11
PLANNING DEPARTMENT

Print Name Clarissa Jennings

Signature: Clarissa Jennings

Address: 4708 67th St. Lubbock, TX 79414

Address of Property Owned: _____

6 of 10

Zone Case Number: **3058-A** 81514
LS, FARM OWNERS
NON PROFIT CORP
4708 67TH ST

LUBBOCK TX 79414

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

Meeting Date: 03/24/2016

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 2995-S, a request of Jake R. Seideman, for C & G Ventures, LP, for a zoning change from T and C-3 to C-3 and M-1 Specific Use on 1.397 acres of unplatted land out of Block AK, Section 30, 7906 Milwaukee Avenue, and consider an ordinance.

Item Summary

General comments:
This request consists of two pieces, the frontage along Milwaukee, the proponent is requesting C-3 (General Retail District) and plans for two or three retail/service tenants. The back portion of the property, behind the commercial development, the proponent is requesting M-1 Specific Use for a warehouse.

Adjacent land uses:
North – vacant, zoned C-3
South – car wash, zoned C-3
East – existing commercial, zoned C-3
West – vacant playa lake and drainage easements, zoned T

Comprehensive Land Use Plan (CLUP):
The C-3 portion of the request is consistent with the CLUP. It is within 660 feet of the thoroughfare, 82nd Street, to the south. The M-1 portion of the request is a minor change to the CLUP. The land west and north of the site is part of a playa lake and drainage easements from adjacent properties. Adjoining the west side of the playa lake, approximately 1000 feet from this site, are single family homes. The area west and north of this site is not developable land. Therefore, based on the topographical factors surrounding the site and the existing development, staff supports the minor change to the CLUP.

Zoning Policy:
The C-3 portion of the request is in line with the City of Lubbock zoning policies. The M-1 zoning adjacent to R-1 zoning is not consistent with zoning policies. However, given the nature of the specific use case limiting the project to warehousing indoors only, and the adjacent playa lake, staff does not foresee any issues with the request.

Effect on the adjacent street and thoroughfare system:
The thoroughfare system and the CLUP account for the commercial uses at the intersection of two major thoroughfares. With the limited traffic generated from the warehouse project, the proposed project should have little negative impact on the thoroughfare system.

Recommendations:
1. That the north, east, and west walls of the warehouse shall have masonry or stucco type façade materials.
2. That the M-1 Specific Use portion shall be tied to the proposed site plan.

On March 3, 2016, the Planning and Zoning Commission recommended the request with a unanimous vote, with the following conditions:

1. That the north, east, and west walls of the warehouse shall have masonry or stucco type façade materials.
2. That the M-1 Specific Use portion shall be tied to the proposed site plan.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Ordinance - Zone Case 2995-S

Map - Zone Case 2995-S

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-S;** A ZONING CHANGE FROM **T AND C-3** TO **C-3 AND M-1 SPECIFIC USE** FOR **A WAREHOUSE,** ON **1.397 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 30,** LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 2995-S

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T and C-3** to **C-3 and M-1 Specific Use** for **a warehouse** on **1.397 acres of unplatted land out of Block AK, Section 30,** City of Lubbock, Lubbock County, Texas, located at **7906 Milwaukee 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 north, east, and west walls of the warehouse shall have masonry or stucco type façade materials.**

2. **THAT the M-1 Specific Use portion shall be tied to the proposed site plan.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **T and C-3** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **7906 Milwaukee Avenue**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

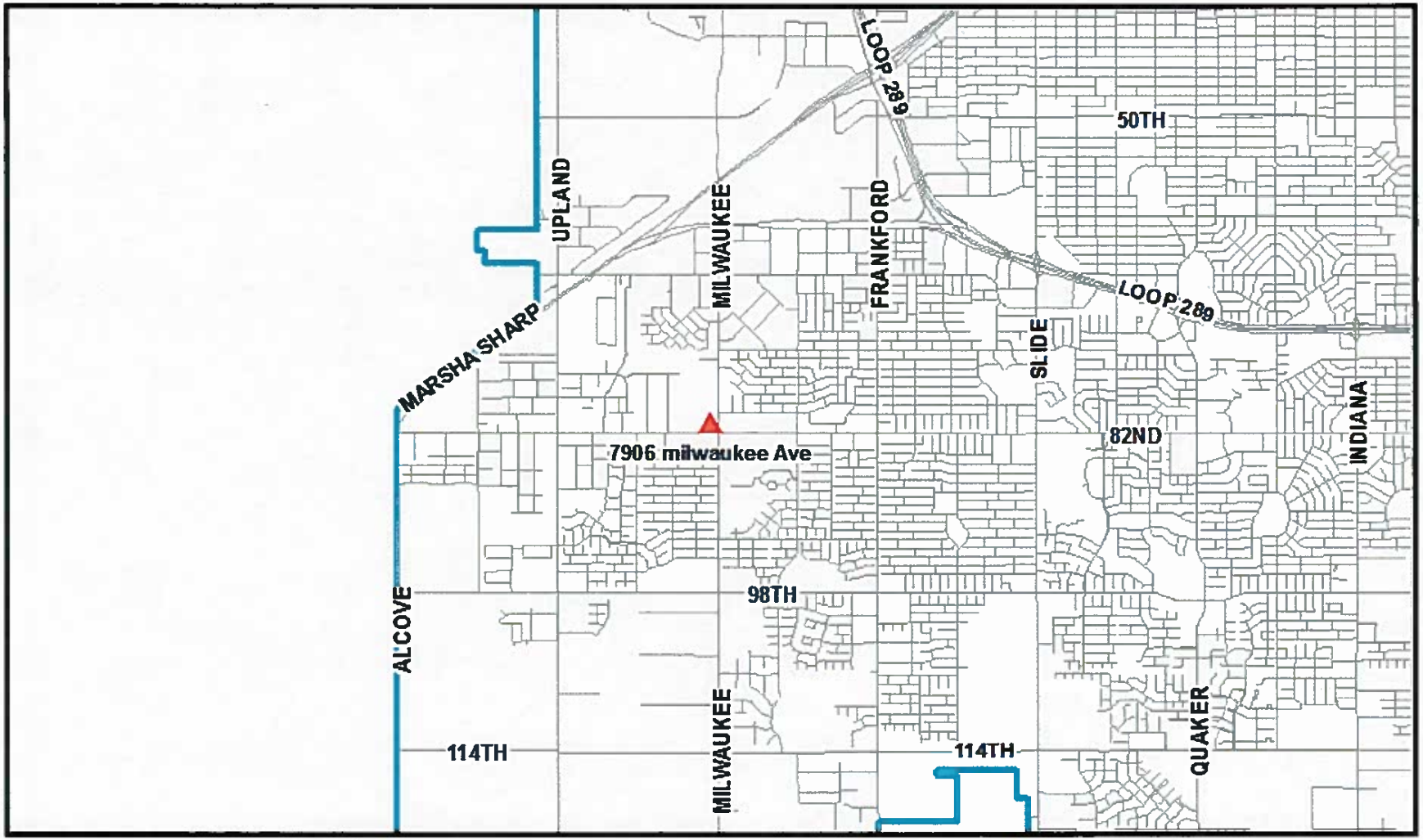
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

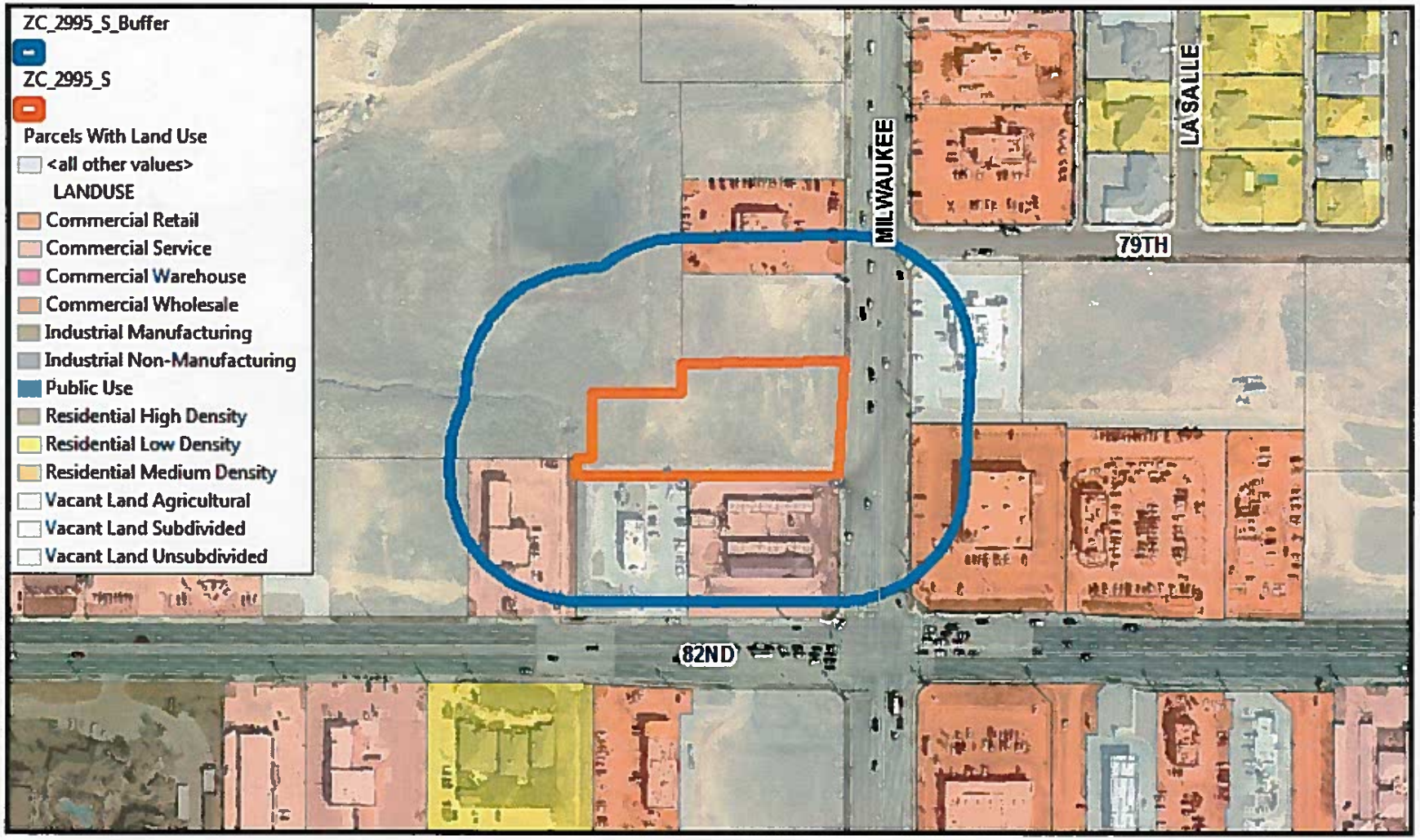
APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC2995-S
March 3, 2016

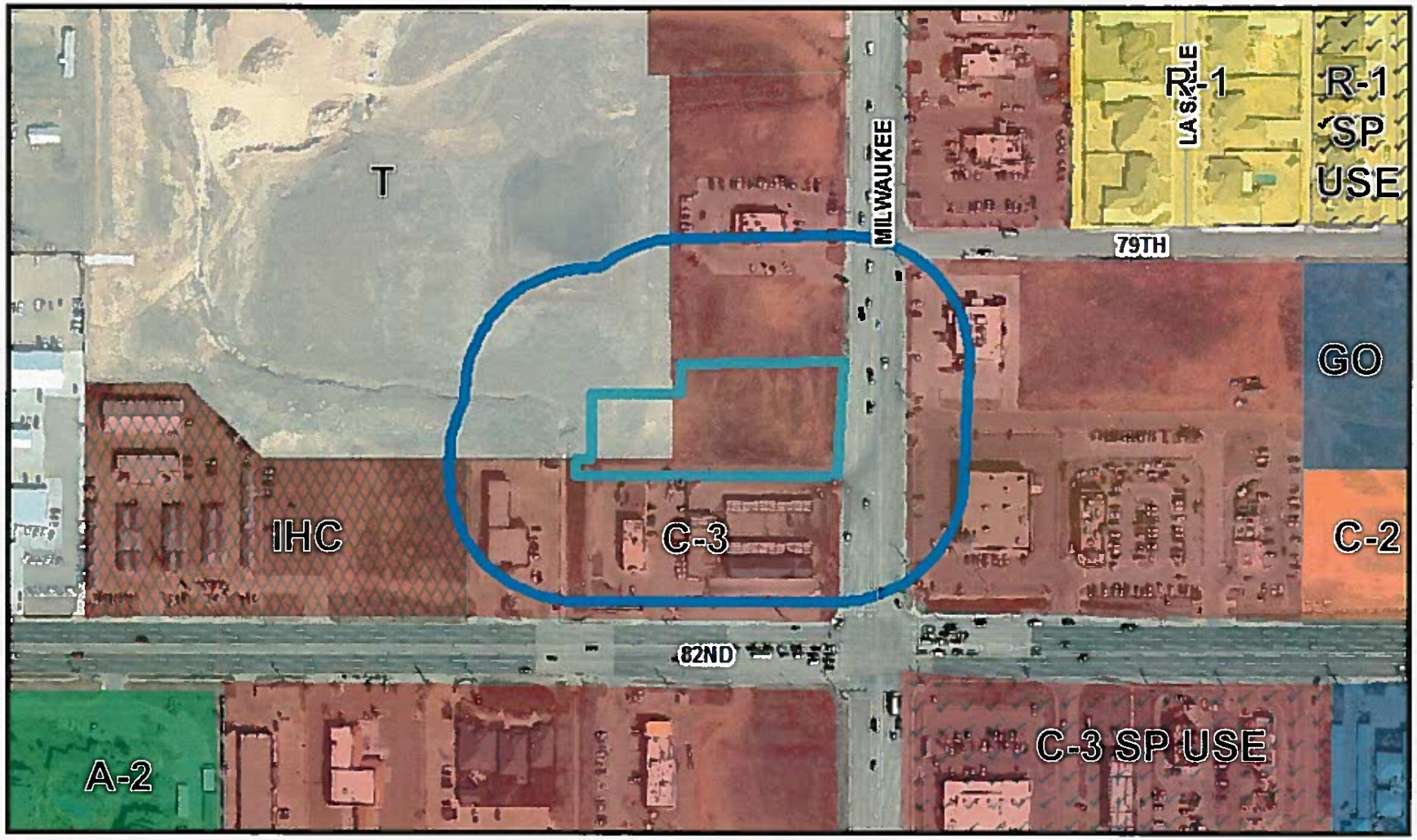


P.Z.C. Case 2995-S



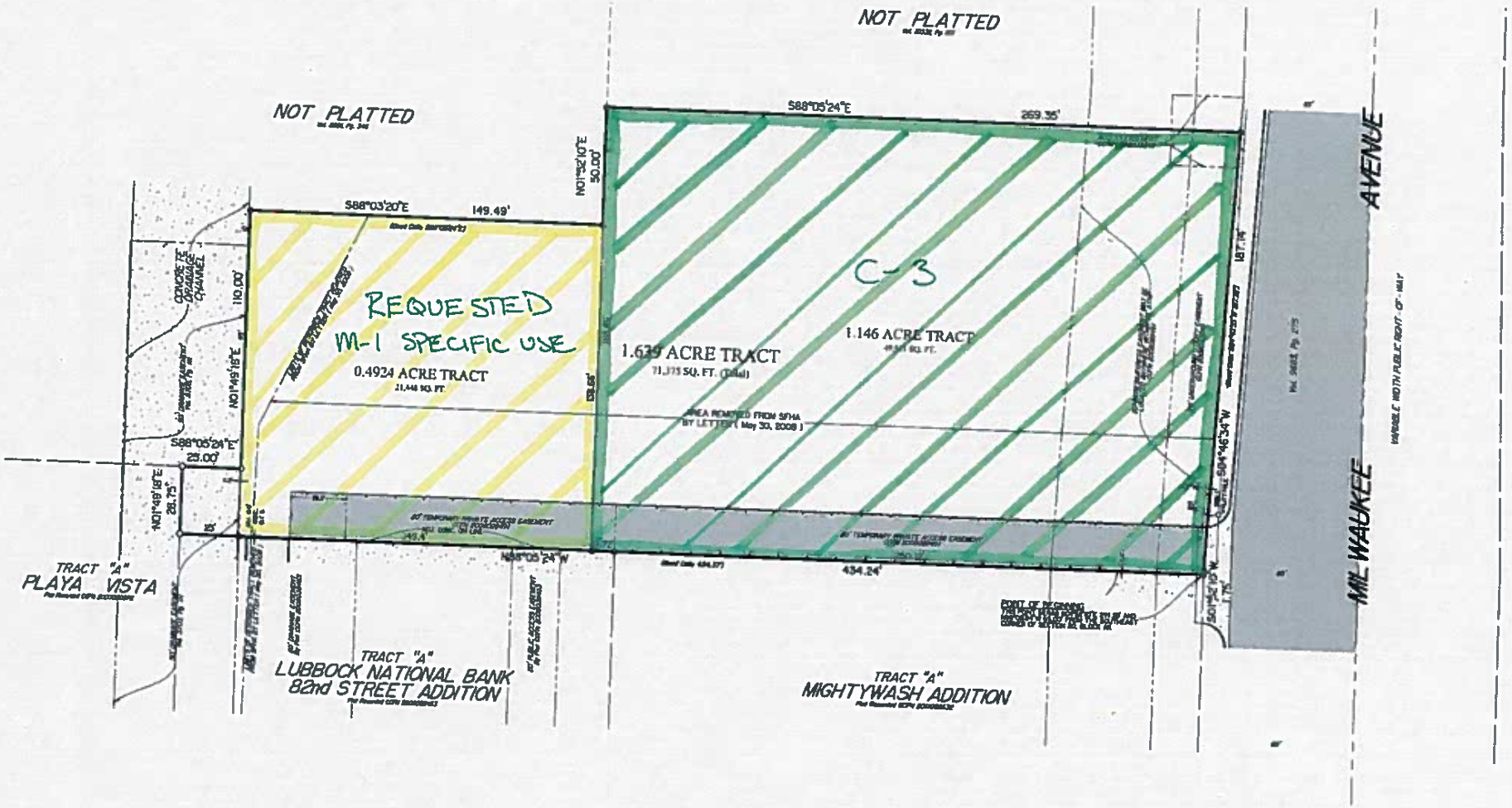
P.Z.C. Case 2995-S

Request of Jake R. Seideman (for C & G Ventures, LP) for a zoning change from T and C-3 to C-3 and M-1 Specific Use, 7906 Milwaukee Avenue



P.Z.C. Case 2995-S Zoning

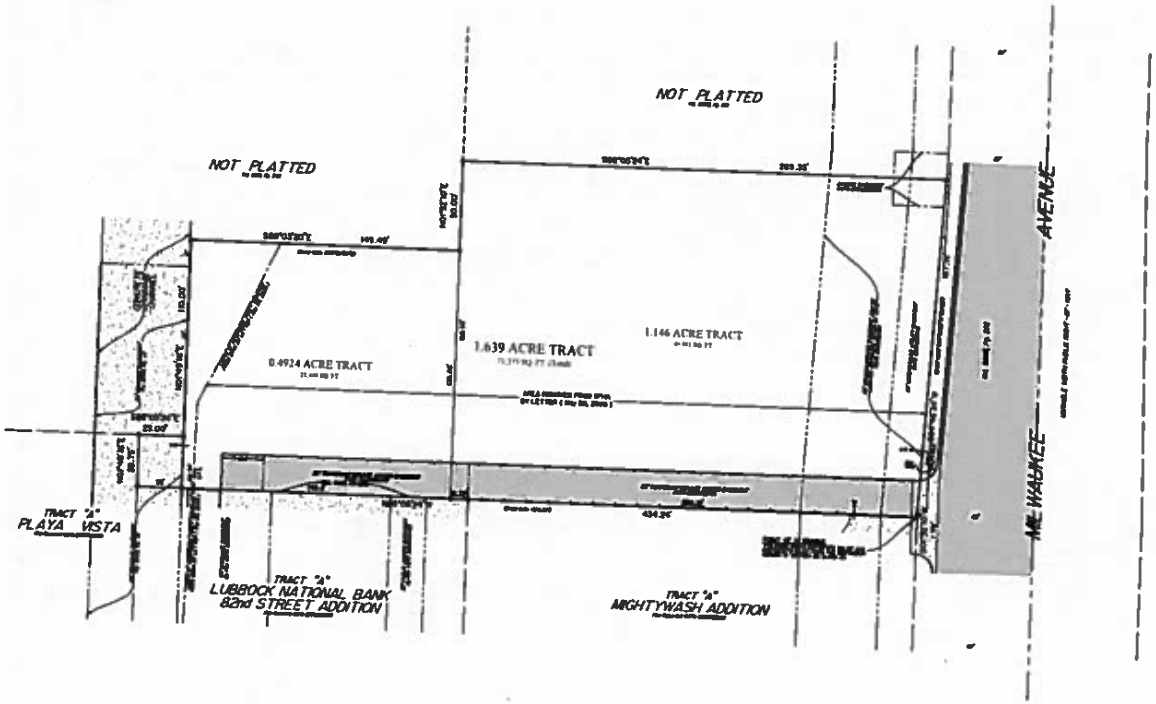
25' Drainage
9,169 sf warehouse
TOTAL PARKING = 12 SPACES (1:764)
LAND AREA = 18,607 sf
9
9
2
5
5
5
5
2,855 sf
9
5
ENTRY
TOTAL PARKING = 29 SPACES (1:99)
LAND AREA = 20,110 sf
TOTAL PARKING = 39 SPACES (1:78)
LAND AREA =34,648 sf
10
10
65' INGRESS EGRESS
ANYWHERE IN 65'
4
4
20' UUE


NOT PLATTED
NOT PLATTED
S88°03'20"E
149.49'
S88°05'24"E
269.35'
N01°32'10"E
50.00'
REQUESTED
M-1 SPECIFIC USE
0.4924 ACRE TRACT
C-3
1.639 ACRE TRACT
1.146 ACRE TRACT
AREA REMOVED FROM SFHA BY LETTER (May 30, 2008)
CONCRETE DRAINAGE CHANNEL
110.00'
N01°49'16"E
S88°05'24"E
25.00'
N01°49'16"E
23.75'
N88°05'24"W
434.24'
187.14'
S04°46'34"W
MILWAUKEE AVENUE
TRACT "A"
PLAYA VISTA
TRACT "A"
LUBBOCK NATIONAL BANK
82nd STREET ADDITION
TRACT "A"
MIGHTYWASH ADDITION

PERIMETER AND IMPROVEMENT SURVEY
OF A 1.639 ACRE TRACT LOCATED IN

SECTION 30, BLOCK AK

LUBBOCK COUNTY, TEXAS



METES AND BOUNDS DESCRIPTION of a 1.639 acre tract of land located in Section 30, Block AK, Lubbock County, Texas being further described as follows:

BEGINNING at an "X" found cut in concrete on the West right-of-way line of Milwaukee Avenue as described in Volume 9681, Page 279 of the Official Public Records of Lubbock County, Texas at the Northeast corner of Tract "A", Mightywash Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded under County Clerk File No. 2011012832 of the Official Public Records of Lubbock County, Texas and the Southeast corner of this tract which bears N 01°27'00" E, a distance of 299.32 feet and N 89°50'24" W, a distance of 60.00 feet from the Southeast corner of Section 30, Block AK, Lubbock County, Texas;

THENCE N 89°50'24" W, along the Northern boundary of said Tract "A" Mightywash Addition, at 296.12 feet pass a 1/2" iron rod with cap found at the Northwest corner of said Tract "A" Mightywash Addition and the Northeast corner of Tract "A", Lubbock National Bank 82nd Street Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded under County Clerk File No. 2005030451 of the Official Public Records of Lubbock County, Texas, continuing along the North line of said Tract "A", Lubbock National Bank 82nd Street Addition, at 299.36 feet pass a found 1/2" iron rod with cap, at 499.36 feet pass a 1/2" iron rod with cap found at the East line of a 50 foot Drainage Easement as described in Volume 5705, Page 101 of the Real Property Records of Lubbock County, Texas, continuing along the North line of said Tract "A" Lubbock National Bank 82nd Street Addition for a total distance of 614.36 (deed) calls 614.37 feet) to a point on the East line of Tract "A", Playa Vista an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded under County Clerk File No. 2007028076 of the Official Public Records of Lubbock County, Texas, for the Southwest corner of this tract;

THENCE N 01°00'16" E, along the East line of said Tract "A" Playa Vista, a distance of 20.75 feet to a point for the Northeast corner of said Tract "A", Playa Vista and the most Westerly Southwest corner of this tract;

THENCE S 88°59'24" E, a distance of 25.00 feet to a "MAG" nail found in the East line of said 50 foot Drainage Easement at an "off" corner of this tract;

THENCE N 01°00'16" E, along the East line of said 50 foot Drainage Easement, at 95.00 feet pass the Northeast corner of said 50 foot Drainage Easement, continuing for a total distance of 150.00 feet to a 1/2" iron rod with cap found at an "off" corner of this tract;

THENCE S 88°59'59" E, (deed calls S 89°00'24" E) a distance of 149.99 feet to a 1/2" iron rod with cap found at an "off" corner of this tract;

THENCE N 01°00'16" E, a distance of 30.00 feet to a 1/2" iron rod with cap found at the most Northerly Northwest corner of this tract;

THENCE S 88°59'24" E, a distance of 269.35 feet to a 1/2" iron rod with cap found in the West right-of-way line of Milwaukee Avenue as described in Volume 9681, Page 279 of the Official Public Records of Lubbock County, Texas, at the Northeast corner of this tract;

THENCE S 04°00'36" W, along said West right-of-way line, a distance of 137.14 feet (deed calls S 04°03'58" W 137.32 feet) to an "X" found cut in concrete at a point of intersection;

THENCE S 01°27'00" W, continuing along said West right-of-way line, a distance of 1.75 feet to the Point of Beginning.

Contains 71,379 square feet.

Bearings are relative to NAD83, US Survey Feet (epoch 2002.00000) Texas Coordinate System, North Central Zone.

This survey and all subdivisions hereon is for the exclusive use of Cotton Commissioners and shall not be copied or used except for the purpose for which it is expressly furnished.

I, Brent Cassell, Texas Registered Professional Land Surveyor No. 5430, do hereby certify that this survey was made on the ground. A determination as to whether this property lies within a special flood hazard area was not made for this survey.
July 25, 2011
Revised September 23, 2011 to correct metes and bounds description.

Brent Cassell
Registered Professional Land Surveyor
No. 5430 State of Texas

TITLE COMMITMENT NOTE
No abstract of title or title commitment was provided to the surveyor. Record research done by the surveyor was made only for the purpose of determining the boundary of the property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property.

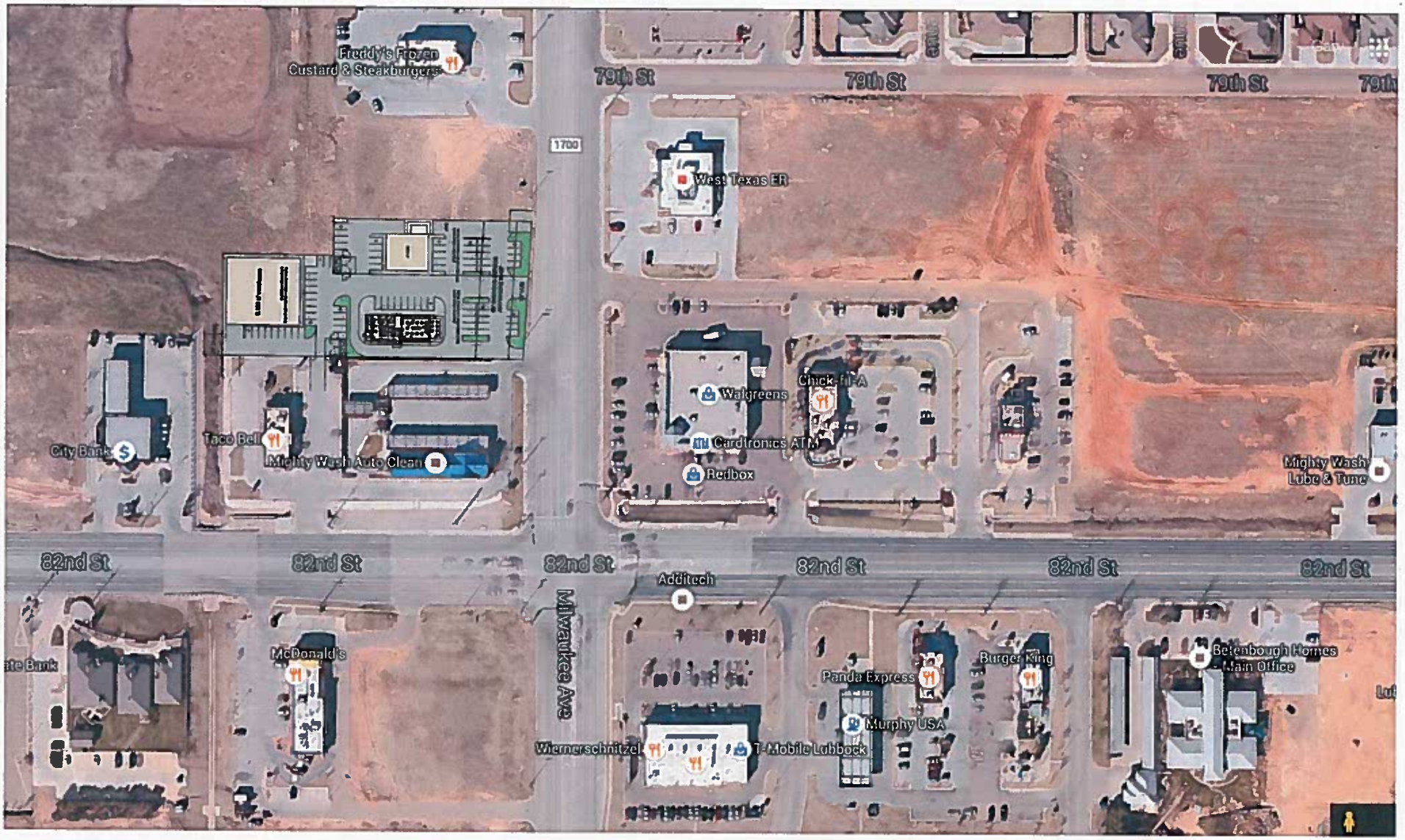
NOTES:
1. HEARTLAND ASSOCIATE PLAT LIMITS.
2. CONTROL MONUMENTS AS FOUND AND SHOWN.
3. ○ - FOUND 1/2" IRON ROD WITH CAP
4. ● - FOUND "X" CUT IN CONCRETE
5. ⊙ - FOUND 1/2" IRON ROD WITH MARKER
6. ⊕ - FOUND "MAG" NAIL
7. ◎ - DRILL & SET LOCATE OR SET CORNER MONUMENT DUE TO OBSTRUCTION (WATER IN DRAINAGE CHANNEL).

SFHA - SPECIAL FLOOD HAZARD AREA
- ASPHALT PAVED
- CONCRETE
- APPROXIMATE EDGE OF ASPHALT

130363/Dwg CITY

WARNING:
This plat is created within a Texas coordinate system as authorized and

HUGO REED
ASSOCIATES, INC.
LAND SURVEYING
LAND PLANNING
ENGINEERING
1302 19th Street
Lubbock, Texas 79401
(806) 762-0281


Freddy's Frozen Custard & Steakburgers
79th St
79th St
79th St
79th
1700
West Texas ER
Walgreens
Chick-fil-A
Cardtronics ATM
Redbox
City Bank
Taco Bell
Mighty Wash Auto Clean
Mighty Wash Lube & Tune
82nd St
82nd St
82nd St
82nd St
82nd St
82nd St
Additech
Milwaukee Ave
McDonald's
Panda Express
Burger King
Murphy USA
Wiernerschnitzel
T-Mobile Lubbock
Betenbough Homes - Main Office

Google Maps

#6 2995-S

Google Maps

https://www.google.com/maps/@33.5260778,-101.9587512,1579m/data=!3m1!1e3

3/1/2016

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) JACE R. SEIDEMAN

5307 W. Loop 289, Ste 302
Street/Post Office Box

Lubbock TX 79414
City State Zip

(806) 745-9718
Telephone

For C & G Ventures, LP

PO Box 98307
Street/Post Office Box

Lubbock TX 79499
City State Zip

(806) 745-9718
Telephone

Location or Address: 82nd & Milwaukee

Legal Description:* See attached MB. (1.397 acre tract Blk AK, Sec 30)

Existing Land Use: Vacant **Existing Zoning:** C-3 & T

Acreage or Square Footage of Property: 1.39 Acres

Zoning Requested: C-3 & M-1 specific use

Proposed Development: Restaurant & warehouse

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

Jace R. Seideman
Applicant's Signature

2/9/16
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 44

Zone Case No.: 2995-S **Agenda No.:**

Request for zoning change from: T, C-3 **To:** C-3, M-1 SP use

1.397 acres of unplatted land out of block AK section 30

on Lot(s): **Block(s):**

Subdivision: **Address:** 7906 Milwaukee Ave

KS FC

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

6

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 2995-S

In Favor of X

Opposed ____

Reasons and/or Comments:

RECEIVED
FEB 29 REC'D
PLANNING DEPARTMENT

Print Name First Capital Bank of Texas

Signature: [signature], CEO

Address: 6911 Indiana Ave, Lubbock Texas 79413

Address of Property Owned: 7904 Milwaukee Ave.

6 of 9

Zone Case Number: 2995-S 90712
FIRSTCAPITAL BANK OF TEXAS
DBA FIRST TEXAS BANK
P O BOX 94008

LUBBOCK TX 79493-4008

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

6

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 2995-S**

In Favor of X

Opposed ____

Reasons and/or Comments:

RECEIVED
FEB 26 REC'D
PLANNING DEPARTMENT

Print Name CHRISTIAN A. MCCLENDON, AUTHORIZED PERSON

Signature: Christian A. McClendon

Address: P.O. BOX 65207 LUBBOCK, TX 79464

Address of Property Owned: 6524 82nd STREET

Zone Case Number: 2995-S 89119
82ND & MILWAUKEE LLC
PO BOX 65207

LUBBOCK TX 79464

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.:** ***2995-S***

In Favor of ✓

Opposed ____

Reasons and/or Comments:

RECEIVED
FEB 25 [illegible]
PLANNING DEPARTMENT

Print Name SCOTT COLLIER

Signature: Scott Collier

Address: 4712-22ND ST, LUBBOCK, 79407

Address of Property Owned: 7906 MILWAUKEE

1 of 9

Zone Case Number: **2995-S** 97041
82 PARTNERS LP
4712 22ND ST

LUBBOCK TX 79407

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

Meeting Date: 03/24/2016

Information

Agenda Item

Resolution - Mayor Pro Tem Jim Gerlt: Consider a resolution directing the City Staff to prepare a revised survey and a revised service plan in connection with the proposed annexation of 2,394 acres generally located between one-half mile east of CR 2200 (University Avenue) and approximately CR 1700 (Milwaukee Avenue), from the existing southern city limits to approximately 660 feet south of CR 7500.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Attachments

Resolution - Annexation Preclusion

Map - Annexation Preclusion Exhibit A

RESOLUTION

WHEREAS, the City Council on January 14, 2016 by Resolution No. 2016-R0026 directed the City Staff to prepare a survey and a service plan for a proposed annexation of approximately 2,394 acres generally located between one-half mile east of CR 2200 (University Avenue) and approximately CR1700 (Milwaukee Avenue), from the existing southern city limits to approximately 660 feet south of CR 7500; and

WHEREAS, the City Council pursuant to Chapter 43 of the Texas Local Government Code has held the required public hearings for the proposed annexation on March 8, 2016 and March 10, 2016; and

WHEREAS, the City Council desires to direct the City Staff to prepare a revised survey, by reducing the amount of property proposed to be annexed as set forth in Exhibit "A" attached hereto, and to revise the service plan accordingly; NOW THEREFORE:

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

THAT the City Staff, in connection with the proposed annexation, is hereby directed to prepare a revised survey and service plan for the area set forth in Exhibit "A" prior to the April 14, 2016 City Council meeting.

CONSIDERED AND APPROVED this _____ day of _____, 2016.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

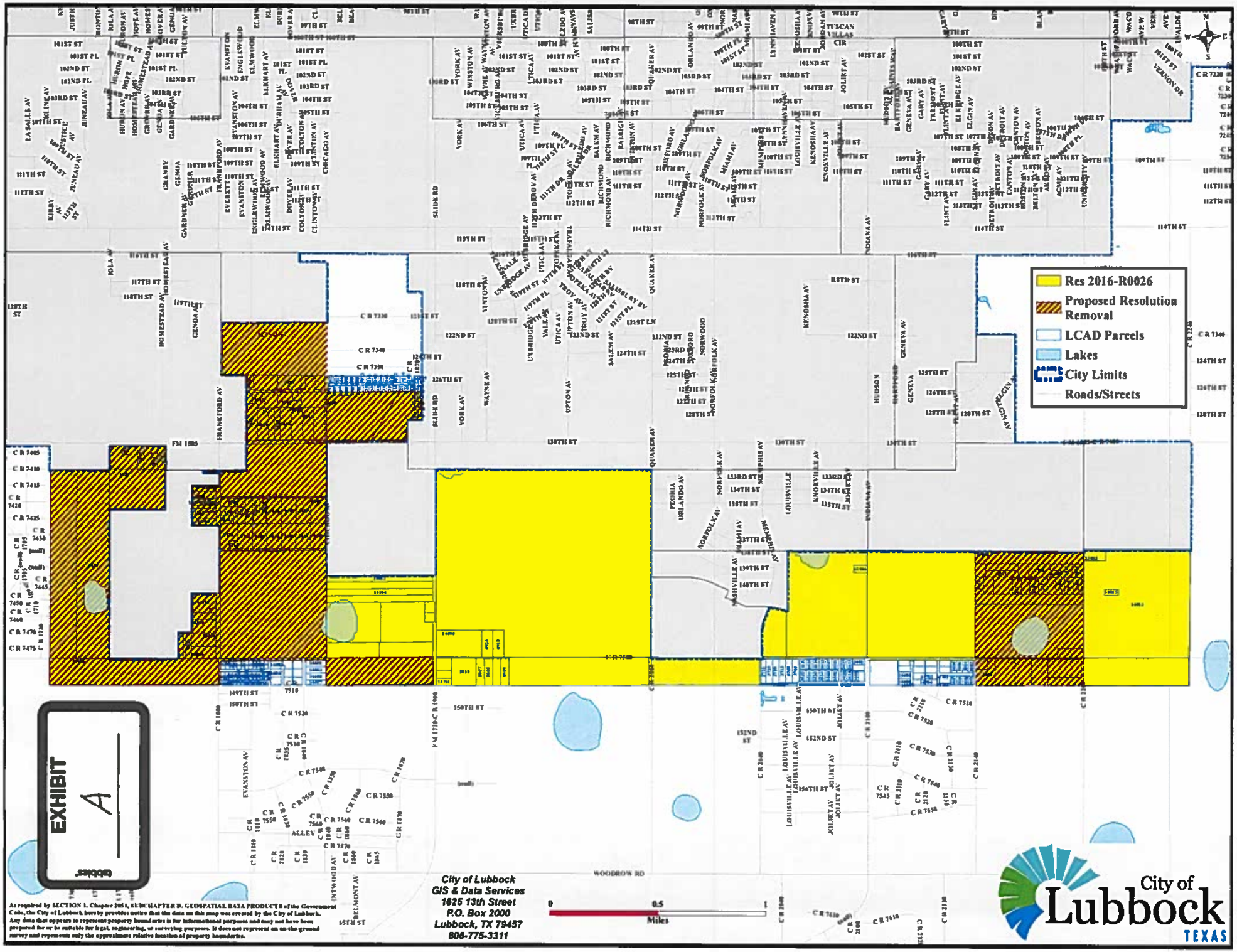
APPROVED AS TO CONTENT:

_____
Jim Gerlt, City Councilman, District 4

APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

vw:ccdocs/RES.Annexation Preclusion
March 15, 2016



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. 8.**

Meeting Date: 03/24/2016

Information

Agenda Item

Ordinance 1st Reading - Accounting: Consider an ordinance providing for the issuance of City of Lubbock, Texas, Electric Light & Power System Revenue Bonds, Series 2016; providing for the award of the sale thereof in accordance with specified parameters; approving the official statement; approving execution of a purchase contract; and enacting other provisions relating thereto.

Item Summary

On February 11, 2016, the City Council approved the first step in the issuance process by authorizing publication of a Notice of Intent to Issue Electric Light & Power System Revenue Bonds (Bonds). The ordinance authorizing the issuance of the Bonds is a "parameters ordinance' delegating authority to the Mayor, City Manager or Executive Director of Finance (each an Authorized Officer) to determine the timing, terms, and interest rates, of the issuance. The ordinance expires after a six month period and designates parameters to which the Authorized Officers must conform while executing the sale of the Bonds. The designated authority allows the City to attain the most attractive rates and terms by offering the Bonds when market conditions are favorable.

The following conditions must be satisfied in order for the Authorized Officers to act on behalf of the City in selling and delivering the Bonds to the Underwriter: a) the price to be paid for the Bonds shall not be less than 90% of the aggregate principal amount of the Bonds: b) the Bonds shall not bear interest at a rate greater than the maximum rate allowed by Chapter 1204, Texas Government Code, as amended; c) the aggregate principal amount of the Bonds shall produce proceeds in an amount sufficient, as determined by the Authorized Officer, to fund the purpose described in Section 3.01 and such aggregate principal amount shall not exceed $9,000,000. d) the maximum maturity for the Bonds shall not exceed thirty-one years; and e) the Bonds to be issued, prior to delivery, must have been rated by a nationally recognized agency for municipal securities in one of the four highest rating categories for long term obligations.

The City will be able to sell the Bonds on a negotiated basis. The City and RBC Capital Markets, the City's financial advisor, will negotiate a purchase price for the Bonds with the City's underwriters (Citigroup, George K Baum, Hutchinson Shockley Erley & Co, and Wells Fargo Securities).

Pursuant to Section 1201.028(3), Texas Government Code, the authorization of a public security is effective immediately with only on reading of the ordinance. The ordinance excludes certain information that is unknown as of the printing of the backup material. Examples include annual principal and interest amounts and maturity dates. Once negotiations have concluded, the final results will be provided to the City Council. The projects that will be funded with the Bonds have been approved by City Council in the FY 2015-2016 Capital Improvement Plan. City Council has adopted a reimbursement resolution on October 8, 2015 and Amended on January 22, 2016 allowing projects to start prior to the issuance of the Certificates.

A draft preliminary official statement is available in the City Secretary's office.

Fiscal Impact

Annual payments will be made from the revenues of Lubbock Power and Light. The bond proceeds will be used to fund the capital projects, fund a debt service reserve and pay cost of issuance related to the financing.

Staff/Board Recommending

Linda Cuellar, Acting Executive Director of Finance

Attachments

Ordinance - Electric Light and Power System Revenue Bonds

Projects Funded by this Issue - Lubbock Power and Light

Ordinance No. 2016 - _____

ORDINANCE

relating to

CITY OF LUBBOCK, TEXAS
ELECTRIC LIGHT AND POWER SYSTEM REVENUE BONDS,
SERIES 2016

Adopted: March 24, 2016

HOU:3646023.1

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AN ORDINANCE PROVIDING FOR THE ISSUANCE OF CITY OF LUBBOCK, TEXAS, ELECTRIC LIGHT AND POWER SYSTEM REVENUE BONDS, SERIES 2016; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; APPROVING THE OFFICIAL STATEMENT; APPROVING EXECUTION OF A PURCHASE CONTRACT; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, in accordance with the Constitution and laws of the State of Texas, specifically Chapter 1502, Texas Government Code, as amended ("Chapter 1502"), the City of Lubbock, Texas (the "City"), has previously issued its electric light and power system revenue bonds (such outstanding revenue bonds being the "Previously Issued Bonds"), payable from and secured by a first lien on and pledge of the net revenues of the City's Electric Light and Power System (the "System");

WHEREAS, in the ordinances authorizing the issuance of the Previously Issued Bonds the City reserved the right to issue, under certain conditions, additional bonds ("Additional Bonds") on a parity as to lien and right with the Previously Issued Bonds;

WHEREAS, the conditions precedent to the issuance of Additional Bonds under the ordinances authorizing the issuance of the Previously Issued Bonds have occurred and are existing, and the City intends to issue pursuant to this Ordinance its revenue bonds as additional bonds on a parity with the Previously Issued Bonds;

WHEREAS, the City Council of the City (the "City Council") hereby finds and determines that electric light and power system revenue bonds secured by a first lien on and pledge of the Net Revenues of the System on a parity with the Previously Issued Bonds should be issued for the purposes of acquiring, purchasing, constructing, improving, renovating, enlarging, and/or equipping property, buildings, structures, facilities, and/or related infrastructure for the System (the "Project");

WHEREAS, the revenue bonds hereinafter authorized are to be issued and delivered pursuant to Chapter 1502 and in accordance with the general laws of the State of Texas;

WHEREAS, the City is an "Issuer" within the meaning of Chapter 1371, Texas Government Code ("Chapter 1371"), as amended, and the City Council desires to delegate, pursuant to Chapter 1371 and the parameters of this Ordinance, to the Authorized Officer (hereinafter defined), the authority to approve the principal amount, the interest rate, the number of series, the price and the other terms of the bonds authorized hereby and to otherwise take such actions as are necessary and appropriate to effect the sale of such bonds;

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; therefore,

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

ARTICLE I
DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01 Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

"Additional Bonds" means the additional parity obligations the City reserves the right to issue in accordance with the terms and conditions prescribed in Section 9.01 hereof.

"Authorized Officer" means each of the Mayor, the City Manager and the Executive Director of Finance, acting individually.

"Average Annual Debt Service" means that amount which, at the time of computation, is derived by dividing the total amount of Debt Service to be paid over a period of years as the same is scheduled to become due and payable by the number of years taken into account in determining the total Debt Service. Capitalized interest payments provided from bond proceeds shall be excluded in making the aforementioned computation.

"Bond" means any of the Bonds.

"Bond Date" means the date designated as the initial date of the Bonds by Section 3.02(a) of this Ordinance.

"Bond Purchase Contract" means any bond purchase contract approved in Section 8.01(b) of this Ordinance.

"Bonds" means the City's bonds authorized to be issued by Section 3.01 of this Ordinance.

"Bonds Similarly Secured" means the Previously Issued Bonds, the Bonds and Additional Bonds, if any.

"Business Day" means any day other than a Saturday, Sunday or legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close.

"City" means the City of Lubbock, Texas.

"Closing Date" means the date of the initial delivery of and payment for Bonds.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, enacted on or before the Issue Date.

"Computation Date" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Credit Facility" means any agreement of the City entered into with a financial institution in connection with and for the purpose of (i) enhancing or supporting the creditworthiness of (A) a series of Bonds Similarly Secured or (B) all of the Bonds Similarly Secured, (ii) providing a

surety policy in order to fund all or a portion of the Required Reserve for the Bonds Similarly Secured, or (iii) providing liquidity with respect to a series of Bonds Similarly Secured which by their terms are subject to tender for purchase, and which, by its terms, creates a liability on the part of the City on a parity with the Bonds Similarly Secured; provided that, on the date any such credit facility is issued, any rating agency having an outstanding rating on the Bonds Similarly Secured would not lower the rating on the Bonds Similarly Secured as confirmed in writing by such rating agency. A determination by the City contained in the ordinance authorizing the issuance of Bonds Similarly Secured and/or authorizing the execution and delivery of a Credit Facility that such agreement constitutes a Credit Facility under this definition shall be conclusive as against all Owners.

"Debt Service" means, as of any particular date of computation, with respect to any series of obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the City as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming in the case of obligations required to be redeemed or prepaid as to principal prior to maturity, the principal amounts thereof will be redeemed prior to maturity in accordance with the mandatory redemption provisions applicable thereto.

"Designated Payment/Transfer Office" means the Designated Payment/Transfer Office, as designated in the Paying Agent/Registrar Agreement, or such other location designated by the Paying Agent/Registrar.

"DTC" means The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"EMMA" means the Electronic Municipal Market Access System.

"Event of Default" means any event of default as defined in Section 10.01 of this Ordinance.

"Executive Director of Finance" means the Executive Director of Finance of the City or such other City employee who has assumed the duties of the Executive Director of Finance.

"Fiscal Year" means the twelve (12) month accounting period used by the City in connection with the operations of the System which may be any twelve (12) consecutive month period established by the City.

"Fund" means any of the funds, accounts or a portion of a fund or account, confirmed and/or established pursuant to Article VII hereof.

"Gross Proceeds" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Initial Bond" means the initial bond or bonds authorized by Section 3.04 of this Ordinance.

"Interest Payment Date" means the date or dates on which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, as set forth in the Pricing Certificate.

"Investment" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Issue Date" for each series of Bonds or other obligations of the City is the respective date on which such series of Bonds or other obligations of the City is delivered against payment therefor.

"MSRB" means the Municipal Securities Rulemaking Board.

"Net Revenues" means the gross revenues of the System less expenses of operation and maintenance. Such expenses of operation and maintenance shall not include depreciation charges or amounts or Funds pledged for the Bonds Similarly Secured, but shall include all salaries, labor, materials, repairs, and extensions necessary to render services; provided, however, that in determining "Net Revenues," only such repairs and extensions as in the judgment of the City Council, reasonably and fairly exercised, are necessary to keep the System in operation and render adequate service to the City and inhabitants thereof, or such as might be necessary to meet some physical accident or condition which otherwise would impair the security of the Bonds Similarly Secured, shall be deducted.

"Net Sale Proceeds" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Official Statement" means a document described in Section 8.01(c) prepared for dissemination to potential investors in connection with the public offering and sale of Bonds.

"Outstanding" when used in this Ordinance with respect to Bonds Similarly Secured, means, as of the date of determination, all Bonds Similarly Secured theretofore sold, issued and delivered by the City, except:

(1) those Bonds Similarly Secured cancelled or delivered to the transfer agent or registrar for cancellation in connection with the exchange or transfer of such obligations;

(2) those Bonds Similarly Secured paid or deemed to be paid in accordance with the provisions of Section 11.01 of this Ordinance; and

(3) those Bonds Similarly Secured that have been mutilated, destroyed, lost, or stolen and replacement bonds have been registered and delivered in lieu thereof.

"Owner" means the person who is the registered owner of a Bond or Bonds, as shown in the Register.

"Paying Agent/Registrar" means the bank or trust company identified in the Paying Agent/Registrar Agreement referred to in Section 5.01 of this Ordinance, or any successor thereto as provided in this Ordinance.

"Preliminary Official Statement" means a document described in Section 8.01(c) prepared for dissemination to potential investors prior to the availability of the final Official Statement.

"Previously Issued Bonds" means the Outstanding and unpaid revenue bonds payable from and secured by a first lien on and pledge of the Net Revenues of the System, further identified as follows:

(1) City of Lubbock, Texas, Electric Light and Power System Revenue Bonds, Series 2010, dated October 15, 2010, issued in the original principal amount of $73,295,000, currently outstanding in the aggregate principal amount of $39,650,000, and maturing on April 15 in each of the years 2016 through 2020, inclusive;

(2) City of Lubbock, Texas, Electric Light and Power System Revenue Refunding and Improvement Bonds, Series 2013, dated April 15, 2013, issued in the original principal amount of $16,570,000, currently outstanding in the aggregate principal amount of $13,390,000, and maturing on April 15 in each of the years 2016 through 2024, inclusive; and

(3) City of Lubbock, Texas, Electric Light and Power System Revenue Bonds, Series 2014, dated May 1, 2014, issued in the original principal amount of $16,245,000, currently outstanding in the aggregate principal amount of $15,320,000, and maturing on April 15 in each of the years 2016 through 2034, inclusive; and

(4) City of Lubbock, Texas, Electric Light and Power System Revenue Bonds, Series 2015, dated April 15, 2015, issued in the original principal amount of $11,865,000, currently outstanding in the aggregate principal amount of $11,865,000, and maturing on April 15 in each of the years 2016 through 2035, inclusive.

"Pricing Certificate" means a certificate or certificates signed by an Authorized Officer establishing the terms and features of each series of Bonds in accordance with Section 8.01 hereof.

"Proceeds" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Project" has the meaning assigned in the recitals to this Ordinance.

"Rebate Amount" has the meaning stated in Section 1.148-3 of the Regulations.

"Record Date" means the date specified in the Pricing Certificate.

"Register" means the Register specified in Section 3.06(a) of this Ordinance.

"Regulations" means the final or temporary Income Tax Regulations applicable to the Bonds issued pursuant to Sections 141 through 150 of the Code. Any reference to a section of the Regulations shall also refer to any successor provision to such section hereafter promulgated by

the Internal Revenue Service pursuant to Sections 141 through 150 of the Code and applicable to the Bonds.

"Representation Letter" means the Blanket Letter of Representations between the City and DTC.

"Representative" means the representative for the Underwriters named in the Bond Purchase Contract.

"Reserve Fund Obligations" means cash or investment securities of any of the type or types permitted under Section 7.06 of this Ordinance.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Special Payment Date" means the Special Payment Date prescribed by Section 3.03(b).

"Special Record Date" means the Special Record Date prescribed by Section 3.03(b).

"System" means all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the City through purchase, construction or otherwise, and used in connection with the City's Electric, Light and Power System and in anywise pertaining thereto, whether situated within or without the limits of the City.

"Term Bonds" has the meaning set forth in Section 4.03 hereof.

"Unclaimed Payments" mean money deposited with the Paying Agent/Registrar for the payment of principal of, premium, if any, or interest on the Bonds as the same come due and payable and remaining unclaimed by the Owners of such Bonds after the applicable payment or redemption date.

"Underwriters" mean the entities named as underwriters in the Bond Purchase Contract.

"Yield of"

(i) any Investment shall be computed in accordance with Section 1.148-5 of the Regulations, and

(ii) the Bonds shall be computed in accordance with Section 1.148-4 of the Regulations.

Section 1.02 Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03 Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04 Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Any action required to be taken on a date which is not a Business Day shall be done on the next succeeding Business Day and have the same effect as if done on the date so required.

(c) Any duty, responsibility, privilege, power or authority conferred by this Ordinance upon an officer shall extend to an individual who occupies such office in an interim, acting or provisional capacity.

(d) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II
SECURITY FOR THE BONDS

Section 2.01 Pledge of Security.

The City hereby covenants and agrees that all of the Net Revenues derived from the operation of the System, with the exception of those in excess of the amounts required to establish and maintain the special Funds created for the payment and security of the Bonds Similarly Secured, are hereby irrevocably pledged for the payment of the Previously Issued Bonds, the Bonds and Additional Bonds, if issued, and the interest thereon, and it is hereby ordained that the Previously Issued Bonds, the Bonds and Additional Bonds, if issued, and the interest thereon, shall constitute a first lien on the Net Revenues of the System and be valid and binding without any physical delivery thereof or further act by the City as provided in Chapter 1208, Texas Government Code, as amended.

Section 2.02 Limited Obligations.

The Bonds, together with the Previously Issued Bonds and any Additional Bonds, are special obligations of the City, payable solely from the pledged Net Revenues, and do not constitute a prohibited indebtedness of the City. Neither the Bonds nor any Additional Bonds shall ever be payable out of funds raised or to be raised by taxation.

Section 2.03 Security Interest.

The City represents that, under Chapter 1208, Texas Government Code, as amended ("Chapter 1208"), a security interest in the Net Revenues pledged to the payment of the Bonds that is created by the City is valid and effective according to the terms of the security agreement and is perfected from the time the security agreement is entered into or adopted continuously through the termination of the security interest, without physical delivery or transfer of control of the property, filing of a document, or another act. The City covenants that, if Chapter 1208 is amended at any time while the Bonds are outstanding and unpaid, the City shall take all actions required in order to preserve for the Owners of the Bonds a perfected security interest in the property in which such security interest is granted pursuant to Section 2.01 hereof.

ARTICLE III
AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01 Authorization.

The City's bonds, to be designated "City of Lubbock, Texas, Electric Light and Power System Revenue Bonds, Series 2016," or such other designation or designations as set forth in the Pricing Certificate, are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including specifically Chapter 1371, Chapter 1502, and Article VIII of the Charter of the City. The Bonds shall be issued in one or more series, from time to time, on the dates and in the principal amount designated in the Pricing Certificate therefor for the purposes of (i) paying the costs of the Project, (ii) funding the reserve fund requirement for the Bonds, and (iii) paying the costs of issuing the Bonds. The aggregate principal amount of all Bonds issued pursuant to this Ordinance shall not exceed $9,000,000.

Section 3.02 Date, Denomination, Maturities and Interest.

(a) The Bonds shall be dated the date set forth in the Pricing Certificate. The Bonds shall be in fully registered form, without coupons, in the denomination of $5,000 or any integral multiple thereof, and shall be numbered separately from one upward or such other designation acceptable to the City and the Paying Agent/Registrar, except the Initial Bond, which shall be numbered T-1, or in such other manner provided in the Pricing Certificate.

(b) The Bonds shall mature on the date or dates, in the years and in the principal amounts set forth in the Pricing Certificate; provided, that the maximum maturity for the Bonds shall not exceed the number of years set forth in Exhibit B.

(c) Interest shall accrue and be paid on each Bond respectively until its maturity or prior redemption, from the later of the date set forth in the Pricing Certificate or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the Pricing Certificate. Such interest shall be payable on each Interest Payment Date until maturity or prior redemption. Interest on the Bonds shall be calculated on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each, or on such other basis as set forth in the Pricing Certificate.

Section 3.03 Medium, Method and Place of Payment.

(a) The principal of, premium, if any, and interest on the Bonds shall be paid in lawful money of the United States of America.

(b) Interest on the Bonds shall be payable to each Owner as shown in the Register at the close of business on the Record Date; provided, however, in the event of nonpayment of interest on a scheduled Interest Payment Date and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") shall be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by first-class United States mail, postage prepaid, to the address of each Owner of a Bond appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) Interest shall be paid by check, dated as of the Interest Payment Date, and sent by the Paying Agent/Registrar to each Owner by United States mail, first class postage prepaid, to the address of each Owner as it appears in the Register, or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement. At the option of an Owner of at least $1,000,000 principal amount of the Bonds, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar.

(d) The principal of each Bond shall be paid to the Owner thereof on the due date (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Bond at the Designated Payment/Transfer Office.

(e) If the date for the payment of the principal of, premium, if any, or interest on the Bonds is not a Business Day, then the date for such payment shall be the next succeeding day that is a Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(f) Unclaimed Payments shall be segregated in a special escrow account and held in trust, uninvested by the Paying Agent/Registrar, for the accounts of the Owners of the Bonds to which the Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains three (3) years after the retirement of all outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any owners of such Bonds for any further payment of such unclaimed monies or on account of any such Bonds, subject to Title 6 of the Texas Property Code.

Section 3.04 Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in the form of bond attached hereto as Exhibit C, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in the form of bond attached hereto as Exhibit C, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which Certificate shall be evidence that the Bond has been duly approved by the Attorney General of the State of Texas, that it is a valid and binding obligation of the City and that it has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Bond of each series reflecting the terms set forth in the Pricing Certificate and representing the entire principal amount of all Bonds of such series, payable in stated installments to the Representative, or its designee, executed by the Mayor and City Secretary of the City by their manual or facsimile signatures, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Representative or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver a single registered, definitive Bond for each maturity, in the aggregate principal amount thereof, to DTC on behalf of the Underwriters.

Section 3.05 Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment as provided herein (except interest shall be paid to the person in whose name such Bond is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.06 Registration, Transfer and Exchange.

(a) So long as any Bonds remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Ordinance.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same series, maturity and interest rate and in any denomination or denominations of any integral multiple of $5,000 and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) Each exchange Bond delivered by the Paying Agent/ Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for any different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond called for redemption, in whole or in part, where such redemption is scheduled to occur within forty-five (45) calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.07 Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records shall be made regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall then return such cancelled Bonds to the City or may in accordance with law destroy such cancelled Bonds and periodically furnish the City with certificates of destruction of such Bonds.

Section 3.08 Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and shall authenticate and deliver in exchange therefor Bonds of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09 Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of the same series and of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of the same series and of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.10 Book-Entry Only System.

(a) Notwithstanding any other provision hereof, upon initial issuance of the Bonds, the ownership of the Bonds shall be registered in the name of Cede & Co., as nominee of DTC. The definitive Bonds shall be initially issued in the form of a single separate fully registered certificate for each of the maturities thereof.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Bondholder, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on such Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully

satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) The Representation Letter previously executed and delivered by the City, and applicable to the City's obligations delivered in book-entry only form to DTC as securities depository, is hereby ratified and approved for the Bonds.

Section 3.11 Successor Securities Depository; Transfer Outside Book-Entry Only System.

In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter of the City to DTC, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 3.12 Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE IV
REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01 Limitation on Redemption.

The Bonds shall be subject to redemption before scheduled maturity only as provided in this Article IV and in the Pricing Certificate.

Section 4.02 Optional Redemption.

(a) The City reserves the option to redeem Bonds in the manner provided in the Form of Bond attached hereto as Exhibit C, with such changes as are required by the Pricing Certificate.

(b) If less than all of the Bonds are to be redeemed pursuant to an optional redemption, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot, or by any other customary method that results in a random selection, the Bonds, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(c) The City, at least forty-five (45) days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Bonds to be redeemed.

Section 4.03 Mandatory Sinking Fund Redemption.

Bonds designated as "Term Bonds," if any, in the Pricing Certificate are subject to scheduled mandatory redemption and will be redeemed by the City, out of moneys available for such purpose in the Interest and Sinking Fund, in the manner provided in the Form of Bond attached hereto as Exhibit C, with such changes as are required by the Pricing Certificate. Term Bonds shall be subject to mandatory redemption at the price, on the dates, and in the respective principal amounts set forth in the Pricing Certificate.

Section 4.04 Partial Redemption.

(a) A portion of a single Bond of a denomination greater than $5,000 may be redeemed, but only in a principal amount equal to $5,000 or any integral multiple thereof. If such a Bond is to be partially redeemed, the Paying Agent/Registrar shall treat each $5,000 portion of the Bond as though it were a single Bond for purposes of selection for redemption.

(b) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

(c) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Bond as to which only a portion thereof is to be redeemed.

Section 4.05 Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first class postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) The City reserves the right to give notice of its election or direction to redeem Bonds under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may

state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.06 Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

Section 4.07 Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.05 of this Ordinance and subject to any conditions or rights reserved by the City under Section 4.05(c), the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in its obligation to make provision for the payment of the principal thereof, or accrued interest thereon, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall remain Outstanding and continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same by the City.

Section 4.08 Lapse of Payment.

Money set aside for the redemption of Bonds and remaining unclaimed by the Owners of such Bonds shall be subject to the provisions of Section 3.03(f) hereof.

ARTICLE V
PAYING AGENT/REGISTRAR

Section 5.01 Appointment of Paying Agent/Registrar.

The form of Paying Agent/Registrar Agreement presented at the meeting at which this Ordinance was approved and the appointment of the Paying Agent/Registrar identified therein are hereby approved.

The Mayor is hereby authorized and directed to execute the Paying Agent/Registrar Agreement with the Paying Agent/Registrar, specifying the duties and responsibilities of the City and the Paying Agent/Registrar, in substantially the form presented at the meeting at which this Ordinance was approved with such changes as may be approved by an Authorized Officer. The signature of the Mayor shall be attested by the City Secretary.

Section 5.02 Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 5.03 Maintaining Paying Agent/Registrar.

(a) At all times while any Bonds are Outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04 Termination.

The City, upon not less than sixty (60) days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.05 Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by United States mail, first class postage prepaid, at the address in the Register thereof, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06 Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07 Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI
FORM OF THE BONDS

Section 6.01 Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Bonds, (i) shall be generally in the form set forth in Exhibit C hereto, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and the Pricing Certificate, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02 CUSIP Registration.

The City or the Representative may secure identification numbers through CUSIP Global Services, managed on behalf of the American Bankers Association by Standard & Poor's Financial Services LCC, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys

approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.03 Legal Opinion.

The approving legal opinion of Andrews Kurth LLP, Bond Counsel, may be attached to or printed on the reverse side of each Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

Section 6.04 Statement of Insurance.

A statement relating to a municipal bond insurance policy, if any, issued for any Bond or Bonds may be printed on or attached to each such Bond.

ARTICLE VII
FUNDS AND ACCOUNTS

Section 7.01 Segregation of Revenues/Fund Designations.

All receipts, revenues and income derived from the operation and ownership of the System shall be kept separate from other funds of the City and deposited within twenty-four (24) hours after collection into the "Electric Light and Power System Fund" (created and established in connection with the issuance of the Previously Issued Bonds), which Fund (hereinafter referred to as the "System Fund") is hereby reaffirmed and shall continue to be kept and maintained at an official depository bank of the City while the Bonds remain Outstanding. Furthermore, the "Special Electric Light and Power System Revenue Bond Retirement and Reserve Fund" (hereinafter referred to as the "Bond Fund"), created and established in connection with the issuance of the Previously Issued Bonds, is hereby reaffirmed and shall continue to be maintained by the City while the Bonds remain Outstanding. The Bond Fund is and shall continue to be kept and maintained at the City's official depository bank, and moneys deposited in the Bond Fund shall be used for no purpose other than for the payment, redemption and retirement of Bonds Similarly Secured.

Section 7.02 System Fund.

The City hereby reaffirms its covenant to the Owners of the Previously Issued Bonds and agrees with the owners of the Bonds that the moneys deposited in the System Fund shall be used first for the payment of the reasonable and proper expenses of operating and maintaining the System. All moneys deposited in the System Fund in excess of the amounts required to pay operating and maintenance expenses of the System shall be applied and appropriated, to the extent required and in the order of priority prescribed, as follows:

(a) To the payment of the amounts required to be deposited in the Bond Fund for the payment of principal of and interest on the Bonds Similarly Secured as the same become due and payable; and

(b) To the payment of the amounts, if any, required to be deposited in the Reserve Portion of the Bond Fund to accumulate, restore and maintain the Reserve Requirement as security for the payment of the principal of and interest on the Bonds Similarly Secured.

Section 7.03 Bond Fund.

(a) In addition to the required monthly deposits to the Bond Fund for the payment of principal of and interest on the Previously Issued Bonds, the City hereby agrees and covenants to deposit to the Bond Fund an amount equal to one hundred percent (100%) of the amount required to fully pay the interest on and principal of the Bonds falling due on or before each maturity date and Interest Payment Date, such payments to be made in substantially equal monthly installments on or before the first day of each month beginning on or before the first day of the month next following the month the Bonds are delivered to the Underwriters. The required monthly deposits to the Bond Fund for the payment of principal of and interest on the Bonds shall continue to be made as hereinabove provided until such time as (i) the total amount on deposit in the Bond Fund, including the "Reserve Portion" deposited therein, is equal to the amount required to fully pay and discharge all Outstanding Bonds Similarly Secured (principal and interest) or (ii) the Bonds are no longer Outstanding, i.e., the Bonds have been fully paid as to principal and interest or all the Bonds have been refunded. Accrued interest, if any, received from the purchasers of the Bonds shall be deposited in the Bond Fund, and shall be taken into consideration and reduce the amount of the monthly deposits hereinabove required which would otherwise be required to be deposited in the Bond Fund from the Net Revenues of the System.

(b) In addition to the amounts to be deposited in the Bond Fund to pay current principal and interest for the Bonds Similarly Secured, the City covenants and agrees to accumulate and maintain in the Bond Fund a reserve amount (the "Reserve Portion") of Reserve Fund Obligations equal to not less than the Average Annual Debt Service requirements of all Outstanding Bonds Similarly Secured (the "Required Reserve") which shall be calculated and predetermined at the time of issuance of each series of Bonds Similarly Secured. Upon issuance of Additional Bonds, the Required Reserve shall be increased, if required, to an amount equal to the lesser of (i) the Average Annual Debt Service (calculated on a Fiscal Year basis) for all bonds Outstanding, as determined on the date of issuance of each series of Additional Bonds, and annually following each principal payment date or redemption date for the Bonds, the Previously Issued Bonds and any Additional Bonds Outstanding, as the case may be, or (ii) the maximum amount in a reasonably required reserve fund that can be invested without restriction as to yield pursuant to Subsection (d) of section 148 of the Code and regulations promulgated thereunder. The Reserve Portion of the Bond Fund shall be made available for and reasonably employed in meeting the requirements of the Bond Fund if need be, and if any amount thereof is so employed, and the Reserve Portion in the Bond Fund is less than the Required Reserve, or if an event of default under any Credit Facility held in the Reserve Portion of the Bond Fund has occurred and is continuing, the Required Reserve shall be restored from Net Revenues in twenty-four (24) approximately equal monthly payments from the first available Net Revenues of the System in the System Fund subject only to the priority of payments hereinabove prescribed in Section 7.02.

(c) The City may, at its option, withdraw all surplus on deposit in the Reserve Portion of the Bond Fund over the Required Reserve and deposit the same in the System Fund; provided, however, that to the extent such surplus monies constitute bond proceeds, including interest and

income derived therefrom, such amounts shall not be deposited to the System Fund and shall only be used for the purposes for which bond proceeds may be used.

(d) For the purpose of determining compliance with the requirements of subsection (b) of this Section 7.03, Reserve Fund Obligations shall be valued each year as of the last day of the City's fiscal year at their market value, except that any direct obligations of the United States (State and Local Government Series) held for the benefit of the Reserve Portion of the Bond Fund in book-entry form shall be continuously valued at their par value or face principal amount.

(e) To the extent permitted by, and in accordance with applicable law and upon approval of the Attorney General of the State of Texas, the City may replace or substitute a Credit Facility for cash or investment securities on deposit in the Reserve Portion of the Bond Fund or in substitution or replacement of any existing Credit Facility. Upon such replacement or substitution, cash or investment securities of any of the types permitted by Section 7.06 hereof, on deposit in the Reserve Portion of the Bond Fund which, taken together with the face amount of any existing Credit Facilities, are in excess of the Required Reserve may be withdrawn by the City, at its option, and transferred to the System Fund; provided that the face amount of any Credit Facility may be reduced at the option of the City in lieu of such transfer. However, to the extent such surplus monies constitute bond proceeds, including interest and income derived therefrom, such amounts shall not be deposited to the System Fund and shall only be used for the purposes for which bond proceeds may be used. Any interest due on any reimbursement obligation under the Credit Facility shall not exceed the highest lawful rate of interest which may be paid by the City.

(f) If the City is required to make a withdrawal from the Reserve Portion of the Bond Fund, the City shall promptly notify the issuer of any Credit Facility of the necessity for a withdrawal from the Reserve Portion of the Bond Fund, and shall make such withdrawal first from available moneys or investment securities then on deposit in the Reserve Portion of the Bond Fund, and next from a drawing under any Credit Facility to the extent of such deficiency.

(g) In the event of a deficiency in the Reserve Portion of the Bond Fund, or in the event that on the date of termination or expiration of any Credit Facility or the date of an occurrence of an event of default under the Credit Facility has occurred and is continuing beyond any cure period therefor, if any, there is not on deposit in the Reserve Portion of the Bond Fund sufficient Reserve Fund Obligations, all in an aggregate amount at least equal to the Required Reserve calculated as of the date of such deficiency, termination, expiration or event of default of such Credit Facility, then the City shall restore such deficiency from the first available Net Revenues of the System in the System Fund, subject only to the priority of payments hereinabove prescribed in Section 7.02, in twenty-four (24) approximately equal monthly payments.

(h) In the event of the redemption or defeasance of any of the Outstanding Bonds Similarly Secured, any Reserve Fund Obligations on deposit in the Reserve Fund in excess of the Required Reserve may be withdrawn and transferred, at the option of the City and subject to the last sentence of this subparagraph (h), to the System Fund, as a result of (i) the redemption of the Outstanding Bonds Similarly Secured, or (ii) funds for the payment of the Outstanding Bonds Similarly Secured having been deposited irrevocably with the paying agent or place of payment therefor in the manner described in this Ordinance, the result of such deposit being that such Outstanding Bonds Similarly Secured no longer are deemed to be Outstanding under the terms of

this Ordinance. However, to the extent such surplus monies constitute bond proceeds, including interest and income derived therefrom, such amounts shall not be deposited to the System Fund and shall only be used for the purposes for which bond proceeds may be used.

(i) In the event there is a draw upon the Credit Facility, the City shall reimburse the issuer of such Credit Facility for such draw in accordance with the terms of any agreement pursuant to which the Credit Facility is issued from Net Revenues; however, such reimbursement from Net Revenues (i) shall be subject to the provisions of subparagraph (g) hereof, and (ii) shall be subordinate and junior in right of payment to the payment of principal of and premium, if any, and interest on the Bonds Similarly Secured.

Section 7.04 Payment of Bonds.

While any of the Bonds are Outstanding, the proper officers of the City are hereby authorized to transfer or cause to be transferred to the Paying Agent/Registrar, from funds on deposit in the Bond Fund, including the Reserve Portion, if necessary, amounts sufficient to fully pay and discharge promptly as each installment of interest and principal on the Bonds accrues or matures or comes due by reason of redemption prior to maturity; such transfer of funds to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar for the Bonds at the close of the Business Day next preceding the date of payment for the Bonds.

Section 7.05 Deficiencies in Funds.

If in any month the City shall, for any reason, fail to pay into the Bond Fund the full amounts above stipulated, amounts equivalent to such deficiencies shall be set apart and paid into the Bond Fund from the first available and unallocated Net Revenues of the System in the following month or months and such payments shall be in addition to the amounts hereinabove provided to be otherwise paid into the Bond Fund during such month or months.

Section 7.06 Security of Funds.

Money in any Fund established or affirmed pursuant to this Ordinance or any ordinance authorizing the issuance of Previously Issued Bonds, and any Additional Bonds, may, at the option of the City, be invested in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended, or any successor law, as in effect from time to time, consistent with the City's investment policy; provided that all such deposits and investments shall be made in such manner (which may include repurchase agreements for such investment with any primary dealer of such agreements) that the money required to be expended from any such Fund will be available at the proper time or times. Such investments shall be valued each year in terms of current market value as of the last day of the Fiscal Year. For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds may be invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository

bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such fund are held by or on behalf of each such Fund. If necessary, such investments shall be promptly sold to prevent any default. Any investment made with money deposited to the credit of the Reserve Portion of the Bond Fund shall not have a maturity in excess of five (5) years.

ARTICLE VIII
SALE AND DELIVERY OF BONDS; DEPOSIT OF PROCEEDS

Section 8.01 Sale of Bonds; Official Statement.

(a) The Bonds shall be sold at negotiated sale to the Underwriters in accordance with the terms of this Ordinance, including this Section 8.01(a) and Exhibit B hereto, provided that all of the conditions set forth in Exhibit B can be satisfied. As authorized by Chapter 1371, the Authorized Officer is authorized to act on behalf of the City upon determining that the conditions set forth in Exhibit B can be satisfied, in selling and delivering each series of Bonds and carrying out the other procedures specified in this Ordinance, including determining (i) the total aggregate principal amount and the number of series of the Bonds, (ii) the date(s) on which the Bonds of each series will be sold and delivered, (iii) whether to acquire bond insurance for each series of Bonds, (iv) the amount and manner of funding the reserve fund requirement; (v) the price at which the Bonds of each series will be sold, (vi) the number and any additional or different title or designation for each series of Bonds to be issued, (vii) the form in which the Bonds of each series shall be issued, (viii) the dates on which the Bonds of each series will mature, the principal amount to mature in each year, the rate of interest to be borne by each such maturity, the interest payment dates, and the initial date from which interest will accrue, (ix) the dates, prices and other terms upon and at which the Bonds of each series shall be subject to redemption prior to maturity (including terms for optional and mandatory sinking fund redemption), and (x) all other terms and provisions of the Bonds and all other matters relating to the issuance, sale and delivery thereof, all of which shall be specified in the Pricing Certificate for each series of Bonds.

The Authorized Officer may approve modifications to this Ordinance to conform to the terms of the Bonds, as approved by the Authorized Officer, and execute any instruments, agreements and other documents as the Authorized Officer shall deem necessary or appropriate in connection with the issuance, sale and delivery of Bonds pursuant to this Ordinance.

The authority granted to the Authorized Officer under this Section 8.01(a) shall expire at 11:59 p.m., on the 180th day following the date of this Ordinance (the "Expiration Date"), unless otherwise extended by the City Council by separate action. Bonds sold pursuant to a Bond Purchase Contract executed on or before the Expiration Date may be delivered after such date.

In satisfaction of Section 1201.022(a)(3), Texas Government Code, the City Council hereby determines that the delegation of the authority to the Authorized Officer to approve the final terms and conditions of each series of the Bonds as set forth in this Ordinance is, and the decisions made by the Authorized Officer pursuant to such delegated authority and incorporated in a Pricing Certificate will be, in the best interests of the City and shall have the same force and

effect as if such determination were made by the City Council, and the Authorized Officer is hereby authorized to make and include in a Pricing Certificate an appropriate finding to that effect. Any finding or determination made by the Authorized Officer relating to the issuance and sale of the Bonds and the execution of the Bond Purchase Contract in connection therewith shall have the same force and effect as a finding or determination made by the City Council.

(b) The Authorized Officer is hereby authorized and directed to execute and deliver a purchase contract with respect to each series of Bonds (the "Bond Purchase Contract") in the form and on the terms approved by the Authorized Officer, and all other officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds.

(c) The form and substance of the Preliminary Official Statement, and any addenda, supplement or amendment thereto, are hereby in all respects approved and adopted for use in connection with the public offering and sale of each series of Bonds, with such appropriate variations as shall be approved by the Authorized Officer, and the Preliminary Official Statement is hereby deemed final as of its date within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The Authorized Officer and City Secretary are hereby authorized and directed to cause to be prepared a final Official Statement (the "Official Statement") incorporating applicable pricing information and other terms pertaining to each series of Bonds, and to execute the same by manual or facsimile signature and deliver appropriate numbers of executed copies thereof to the Underwriters. The Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the Authorized Officer and the Underwriters, may be used by the Underwriters in the public offering and sale of the Bonds. The use and distribution of the Preliminary Official Statement, and the preliminary public offering of the Bonds by the Underwriters, is hereby approved and confirmed.

(d) All officers of the City are authorized to execute such documents, certificates, receipts and other instruments as they may deem appropriate in order to consummate the delivery of the Bonds in accordance with the terms of sale therefor including, without limitation, the Bond Purchase Contract.

(e) The obligation of the Underwriters to accept delivery of the Bonds is subject to the closing conditions set forth in the Bond Purchase Contract, including specifically the Underwriters being furnished with the final, approving opinion of Andrews Kurth LLP, bond counsel for the City, which opinion shall be dated as of and delivered on the Closing Date.

Section 8.02 Control and Delivery of Bonds.

(a) The Authorized Officer of the City is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the Underwriters under and subject to the general supervision and direction of the Authorized Officer, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor or City Secretary is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem and the Assistant City Secretary, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tem and the Assistant City Secretary shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor and City Secretary, respectively.

Section 8.03 Deposit of Proceeds.

Proceeds from the sale of the Bonds shall be applied in accordance with the provisions set forth in the Pricing Certificate for such Bonds, which may provide for the creation of any special accounts deemed necessary or appropriate by the Authorized Officer.

ARTICLE IX
PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01 Additional Bonds.

In addition to the right to issue obligations of inferior lien as authorized by the laws of the State of Texas, the City hereby reserves the right to issue Additional Bonds which, when duly authorized and issued in compliance with the terms and conditions hereinafter appearing, shall be on a parity with the Previously Issued Bonds and the Bonds herein authorized, payable from and equally and ratably secured by a first lien on and pledge of the Net Revenues of the System. The Additional Bonds may be issued in one or more installments, provided, however, that none shall be issued unless and until the following conditions have been met:

(a) The Mayor and Executive Director of Finance have certified that the City is not then in default as to any covenant, condition or obligation prescribed by any ordinance authorizing the issuance of Bonds Similarly Secured then Outstanding, including showings that all interest, sinking and reserve funds then provided for have been fully maintained in accordance with the provisions of said ordinances;

(b) The applicable laws of the State of Texas in force at the time provide permission and authority for the issuance of such Additional Bonds and have been fully complied with;

(c) The Additional Bonds are made to mature on April 15 or October 15, or both, in each of the years in which they are provided to mature;

(d) The Reserve Portion of the Bond Fund shall be accumulated and supplemented as necessary to maintain a sum which shall be not less than the Average Annual Debt Service requirements of all bonds secured by a first lien on and pledge of the Net Revenues of the System which will be outstanding upon the issuance of any series of Additional Bonds. Accordingly, each ordinance authorizing the issuance of any series of Additional Bonds shall provide for any required

increase in the Reserve Portion, and if supplementation is necessary to meet all conditions of said Reserve Portion, said ordinances shall make provision that same be supplemented by the required amounts in equal monthly installments over a period of not to exceed sixty (60) calendar months from the dating of such Additional Bonds;

(e) The City has secured a certificate or opinion from an independent certified public accountant to the effect that, according to the books and records of the City, the Net Revenues of the System were, during the last completed Fiscal Year, or during any consecutive twelve (12) months period of the last eighteen (18) consecutive months prior to the month of adoption of the ordinance authorizing the Additional Bonds, equal to at least 1.25 times the Average Annual Debt Service requirements of the Bonds Similarly Secured which will be outstanding upon the issuance of the Additional Bonds; and further demonstrating that for the same period as is employed in arriving at the aforementioned test said Net Revenues were equal to at least 1.10 times the maximum annual principal and interest requirements of all Bonds Similarly Secured as will be outstanding upon the issuance of the Additional Bonds. In making a determination of the Net Revenues, the certified public accountant may take into consideration a change in the charges for services afforded by the System that became effective at least 60 days prior to the last day of the period for which Revenues are determined and, for purposes of satisfying the above Net Revenues test, make a pro-forma determination of the Net Revenues of the System for the period of time covered by his certification or opinion based on such change in charges being in effect for the entire period covered by the certificate or opinion of the certified public accountant.

When thus issued, such Additional Bonds may be secured by a pledge of the Net Revenues of the System on a parity in all things with the pledge securing the issuance of the Bonds and the Previously Issued Bonds.

Section 9.02 Rates and Charges.

The City hereby covenants and agrees with the owners of the Bonds that rates and charges for electric power and energy afforded by the System will be established and maintained to provide revenues sufficient at all times to pay:

(a) all necessary and reasonable expenses of operating and maintaining the System as set forth in the definition "Net Revenues" and to recover depreciation;

(b) the amounts required to be deposited to the Bond Fund to pay the principal of and interest on the Bonds Similarly Secured as the same becomes due and payable and to accumulate and maintain the reserve amount required to be deposited therein; and

(c) any other legally incurred indebtedness payable from the revenues of the System and/or secured by a lien on the System or the revenues thereof.

Section 9.03 Maintenance and Operation; Insurance.

In regard to the operations and properties of the System, the City agrees to carry and maintain liability and property damage insurance of the kind and in the amounts customarily carried by municipal corporations in Texas on such kind of properties; provided, however, the

City, in lieu of and/or in combination with carrying such insurance, may self-insure against all perils and risks by establishing self-insurance reserves.

Section 9.04 Records, Accounts, Accounting Reports.

The City hereby covenants and agrees while any of the Bonds or any interest thereon remain Outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts pertaining to the operation of the System separate and apart from all other records and accounts of the City in accordance with generally accepted accounting principles prescribed for municipal corporations, and complete and correct entries shall be made of all transactions relating to said System, as provided by applicable law. The Owner of any Bonds, or any duly authorized agent or agents of such Owner, shall have the right at all reasonable times to inspect all such records, accounts and data relating thereto and to inspect the System and all properties comprising the same. The City further agrees that as soon as possible following the close of each Fiscal Year, it will cause an audit of such books and accounts to be made by an independent firm of certified public accountants. Each such audit, in addition to whatever other matters may be thought proper by the certified public accountant, shall particularly include the following:

(a) A detailed statement of the income and expenditures of the System for such Fiscal Year;

(b) A balance sheet as of the end of such Fiscal Year;

(c) The comments of such accountant regarding the manner in which the City has complied with the covenants and requirements of this Ordinance and his recommendations for any changes or improvements in the operation, records and accounts of the System;

(d) A list of the insurance policies in force at the end of the Fiscal Year on the System properties, setting out as to each policy the amount thereof, the risk covered, the name of the insurer, and the policy's expiration date;

(e) A list of the securities which have been on deposit as security for the money in the Bond Fund throughout the Fiscal Year and a list of the securities, if any, in which the Reserve Portion of the Bond Fund has been invested; and

(f) The total number of metered and unmetered customers, if any, connected with the System at the end of the Fiscal Year.

Expenses incurred in making the audits above referred to are to be regarded as maintenance and operating expenses of the System and paid as such. Copies of the aforesaid annual audit shall be furnished upon written request to the original purchasers and any subsequent Owners of the Bonds.

Section 9.05 Further Covenants.

The City hereby further covenants and agrees as follows:

(a) That it has the lawful power to pledge the Net Revenues to the payment of the Bonds and has lawfully exercised said power under the Constitution and laws of the State of Texas; that the Previously Issued Bonds, the Bonds and the Additional Bonds, when issued, shall be ratably secured under said pledge in such manner that one bond shall have no preference over any other bond of said issues.

(b) That, other than for the payment of the Previously Issued Bonds and the Bonds, the Net Revenues are not in any manner now pledged to the payment of any debt or obligation of the City or of the System on a parity with the Previously Issued Bonds and the Bonds.

(c) That, for so long as any of the Bonds or any interest thereon remain Outstanding, the City will not sell, lease or encumber the System or any substantial part thereof; provided, however, this covenant shall not be construed to prohibit the sale of such machinery, or other properties or equipment which has become obsolete or otherwise unsuited to the efficient operation of the System when other property of equal value has been substituted therefor, and, also, with the exception of the Additional Bonds expressly permitted by this Ordinance to be issued, it will not encumber the Net Revenues unless such encumbrance is made junior and subordinate to all of the provisions of this Ordinance. In the event the City sells the System, the City will use proceeds of such sale to provide for final payment of the Bonds, the Previously Issued Bonds, and any Additional Bonds.

(d) That, it will cause to be rendered monthly to each customer receiving electric services a statement therefor and will not accept payment of less than all of any statement so rendered, using its power under existing ordinances and under all such ordinances to become effective in the future to enforce payment, to withhold service from such delinquent customers and to enforce and authorize reconnection charges.

(e) That it will faithfully and punctually perform all duties with respect to the System required by the Constitution and laws of the State of Texas, including the making and collecting of reasonable and sufficient rates for services supplied by the System, and the segregation and application of the revenues of the System as required by the provisions of this Ordinance.

(f) That no free service shall be provided by the System and to the extent the City or its departments or agencies utilize the services provided by the System, payment shall be made therefor at rates charged to others for similar service.

Section 9.06 Other Representations and Covenants.

(a) The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance; the City will promptly pay or cause to be paid the principal of, premium, if any, and interest on each Bond on the dates and at the places and manner prescribed in such Bond; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 9.07 Federal Income Tax Exclusion.

(a) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which, if made or omitted, respectively, would cause the interest on such Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City shall have received a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(b) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall, at all times after the Issue Date of any Bond and prior to the last stated maturity of the Bonds

(i) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed directly or indirectly with Gross Proceeds of such Bond and not use or permit the use of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity other than a state or local government, unless such use is solely as a member of the general public, or

(ii) not directly or indirectly impose or accept any charge or other payment for use of Gross Proceeds of such Bond or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with such Gross Proceeds other than taxes of general application and interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(c) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of such Bond to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, Gross Proceeds are considered to be "loaned" to a person or entity if (1) property acquired, constructed or improved with Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes, (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement, or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or such property are otherwise transferred in a transaction which is the economic equivalent of a loan.

(d) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the final stated maturity or final payment of such Bond, directly or indirectly invest Gross Proceeds of such Bond in any Investment (or use such Gross Proceeds to replace money so invested), if as a result of such investment the Yield of all Investments allocated to such Gross Proceeds whether then held or previously disposed of, exceeds the Yield on the Bonds.

(e) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(f) Information Report. The City shall timely file with the Secretary of the Treasury the information required by Section 149(e) of the Code with respect to the Bonds on such forms and in such place as such Secretary may prescribe.

(g) Payment of Rebate Amount. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder, the City shall:

(i) account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of such accounting for at least six years after the final Computation Date. The City may, however, to the extent permitted by law, commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of such Gross Proceeds and the obligations acquired therewith,

(ii) calculate the Rebate Amount with respect to the Bonds not less frequently than each Computation Date, in accordance with rules set forth in Section 148(f) of the Code, Section 1.148-3 of the Regulations, and the rulings thereunder. The City shall maintain a copy of such calculations for at least six years after the final Computation Date,

(iii) as additional consideration for the purchase of the Bonds by the initial purchaser thereof and the loan of the money represented thereby, and in order to induce such purchase by measures designed to ensure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, pay to the United States the amount described in paragraph (ii) above at the times, in the installments, to the place, in the manner and accompanied by such forms or other information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and

(iv) exercise reasonable diligence to assure that no errors are made in the calculations required by paragraph (ii) and, if such error is made, to discover and promptly to correct such error within a reasonable amount of time thereafter, including payment to the United States of any interest and any penalty required by the Regulations.

(h) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this

Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds, not been relevant to either party.

Section 9.08 Disposition of Project. The City covenants that the property financed or refinanced with the proceeds of the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of a nationally-recognized bond counsel substantially to the effect that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of this Section, the portion of the property comprising personal property and disposed of in the ordinary course of business shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this Section, the City shall not be obligated to comply with this covenant if it obtains an opinion of a nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

ARTICLE X
DEFAULT AND REMEDIES

Section 10.01 Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(a) defaults in payments to be made to the Bond Fund as required by this Ordinance;

(b) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance.

Section 10.02 Remedies for Default.

(a) Upon the happening of any Event of Default, then any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance and shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the City Council and other officers of the City to observe and perform any covenant, condition or obligation prescribed in this Ordinance.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Bonds then Outstanding.

Section 10.03 Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance,

the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right or power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XI
DISCHARGE

Section 11.01 Discharge.

Except as otherwise provided in the Pricing Certificate, the Bonds may be defeased, discharged or refunded in any manner permitted by applicable law.

ARTICLE XII
CONTINUING DISCLOSURE UNDERTAKING

Section 12.01 Annual Reports.

(a) The City shall provide annually to the MSRB, (1) within six (6) months after the end of each fiscal year of the City, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 8.01 of this Ordinance, being information of the type described in Exhibit A hereto, including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit A, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

(b) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific referenced to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB of filed with the SEC.

Section 12.02 Event Notices.

(a) The City shall notify the MSRB, in a timely manner (not in excess of ten (10) Business Days after the occurrence of an event), of any of the following events with respect to the Bonds:

(i) principal and interest payment delinquencies;

(ii) nonpayment related defaults, if material;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties;

(v) substitution of credit or liquidity providers, or their failure to perform;

(vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(vii) modifications to rights of Owners, if material;

(viii) redemption calls, if material, and tender offers;

(ix) defeasances;

(x) release, substitution, or sale of property securing repayment of the Bonds, if material;

(xi) rating changes;

(xii) bankruptcy, insolvency, receivership or similar event of the City;

(xiii) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(xiv) appointment of a successor Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material.

As used in clause (xii) above, the phrase "bankruptcy, insolvency, receivership or similar event" means the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court of governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if jurisdiction has been assumed by leaving the City Council and official or officers of the City in possession but

subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(b) The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 12.01 of this Ordinance by the time required by such Section.

Section 12.03 Identifying Information.

All documents provided to the MSRB pursuant to this Article shall be provided in an electronic format and be accompanied by identifying information as prescribed by the MSRB.

Section 12.04 Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any Bond calls and any defeasances that cause the City to be no longer an "obligated person."

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (B) an entity or individual person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.01 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in type of financial information or operating data so provided.

ARTICLE XIII
AMENDMENTS; ATTORNEY GENERAL MODIFICATION

Section 13.01 Amendments.

This Ordinance shall constitute a contract with the Owners, be binding on the City, and shall not be amended or repealed by the City so long as any Bond remains outstanding except as permitted in this Section. The City may, without consent of or notice to any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of the Owners of the Bonds holding a majority in aggregate principal amount of the Bonds then outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Owners of outstanding Bonds, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (ii) give any preference to any Bond over any other Bond, or (iii) reduce the aggregate principal amount of Bonds required to be held by Owners for consent to any such amendment, addition, or rescission.

Section 13.02 Attorney General Modification.

In order to obtain the approval of the Bonds by the Attorney General of the State of Texas, any provision of this Ordinance may be modified, altered or amended after the date of its adoption if required by the Attorney General in connection with the Attorney General's examination as to the legality of the Bonds and approval thereof in accordance with the applicable law. Such changes, if any, shall be provided to the City Secretary and the City Secretary shall insert such changes into this Ordinance as if approved on the date hereof.

ARTICLE XIV
EFFECTIVE IMMEDIATELY

Section 14.01 Effective Immediately.

Notwithstanding the provisions of the City Charter, this Ordinance shall become effective immediately upon its adoption at this meeting pursuant to Section 1201.028, Texas Government Code.

[*Signature Page Follows.*]

PRESENTED, FINALLY PASSED AND APPROVED, AND EFFECTIVE on the 24th day of March, 2016, at a regular meeting of the City Council of the City of Lubbock, Texas.

GLEN C. ROBERTSON, Mayor

ATTEST:

REBECCA GARZA, City Secretary

[SEAL]

APPROVED AS TO CONTENT:

By: Linda Cuellar
LINDA CUELLAR, Acting Executive Director of Finance

APPROVED AS TO FORM:

By:
JERRY V. KYLE, JR., Bond Counsel

Signature Page for Ordinance

HOU:3646078.1

EXHIBIT A

DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION*

The following information is referred to in Article XII of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or other headings of the Official Statement referred to) below:

1. Statistical and financial data set forth in the Official Statement in "APPENDIX A - FINANCIAL INFORMATION REGARDING THE CITY" (Tables 1 - 12).

2. The portions of the financial statements of the City appended to the Official Statement as APPENDIX B, but for the most recently concluded fiscal year.

3. The portions of the financial statements of Lubbock Power & Light appended to the Official Statement as APPENDIX C, but for the most recently concluded fiscal year.

Accounting Principles

The accounting principles referred to in such Article XII are the accounting principles described in the notes to the respective financial statements appended to the Official Statement.

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* Subject to any changes prescribed by the Pricing Certificate.

EXHIBIT B

SALE PARAMETERS

In accordance with Section 8.0l(a) of the Ordinance, the following conditions with respect to the Bonds must be satisfied in order for the Authorized Officer to act on behalf of the City in selling and delivering the Bonds to the Underwriters:

(a) the price to be paid for the Bonds shall be not less than 90% of the aggregate principal amount of the Bonds;

(b) the Bonds shall not bear interest at a rate greater than the maximum rate allowed by Chapter 1204, Texas Government Code, as amended;

(c) the aggregate principal amount of the Bonds shall produce proceeds in an amount sufficient to fund the purposes described in Section 3.01 and such aggregate principal amount shall not exceed the maximum amount authorized in Section 3.01;

(d) the maximum maturity for the Bonds shall not exceed thirty-one (31) years from the date of their delivery; and

(e) the Bonds to be issued, prior to delivery, must have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long term obligations.

EXHIBIT C

FORM OF THE BONDS

The form of the Bonds shall be generally in the form set forth below, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas to accompany the initially delivered Bonds, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Bonds shall be substantially as follows, provided however, that the substantially final form of the Bonds shall be set forth in or attached to the Pricing Certificate and shall incorporate and reflect the final terms of the Bonds set forth in the Pricing Certificate:

(a) Form of Bond.

REGISTERED
No._____

REGISTERED
$_____

United States of America
State of Texas
County of Lubbock
CITY OF LUBBOCK, TEXAS
ELECTRIC LIGHT AND POWER SYSTEM REVENUE BOND
SERIES 2016

INTEREST RATE:	MATURITY DATE:	BOND DATE:	CUSIP NUMBER:
_____%	_____, _____	_____, _____[1]	_____

The City of Lubbock (the "City"), in the County of Lubbock, State of Texas, for value received, hereby promises to pay to

_____

or registered assigns, but solely from the sources and in the manner hereinafter provided, on the Maturity Date specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the Bond Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided

[1] Information to be inserted from Pricing Certificate.

for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on April 15 and October 15 of each year, commencing _____.[2] All capitalized terms used herein but not defined shall have the meaning assigned to them in the Ordinance (defined below).

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate office in Dallas, Texas (the "Designated Payment/Transfer Office"), of _____, the initial Paying Agent/Registrar, or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the interest payment date, and mailed by the Paying Agent/Registrar to the registered owner at the address shown on the Register kept by the Paying Agent/Registrar, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the registered owner; provided, however, such registered owner shall bear all risk and expense of such other banking arrangement. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the last Business Day of the month next preceding an Interest Payment Date.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday or day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday or day on which banking institutions are required or authorized to close and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Bond is one of a series of fully registered bonds specified in the title hereof issued in the aggregate principal amount of $_____[3] (herein referred to as the "Bonds"), issued pursuant to the authority provided by Chapters 1371 and 1502, Texas Government Code, as amended, and a certain ordinance of the City (the "Ordinance"), for the purposes of (i) acquiring, purchasing, constructing, improving, renovating, enlarging, and/or equipping property, buildings, structures, facilities, and/or related infrastructure for the City's Electric Light and Power System, (ii) funding the reserve fund requirement for the Bonds and (iii) paying the costs of issuing the Bonds.

The Bonds, together with certain outstanding parity lien revenue bonds of the City, are secured by and payable solely from a first lien on and pledge of the Net Revenues of the System, as provided or incorporated by reference in the Ordinance. The Bonds constitute special obligations of the City payable solely from the sources and in the manner set forth herein and in the Ordinance and not from any other revenues, funds or assets of the City.

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[2] Information to be inserted from Pricing Certificate.

[3] Information to be inserted from Pricing Certificate.

The City has reserved the right, subject to the restrictions stated or incorporated by reference in the Ordinance, to issue additional parity revenue bonds that may be secured in the same manner and on a parity with the Bonds and the Previously Issued Bonds.

[The City has reserved the option to redeem the Bonds maturing on or after April 15, 20__, before their respective scheduled maturities in whole or in part on April 15, 20__, or on any date thereafter, at a price equal to the principal amount of the Bonds so called for redemption plus accrued interest to the date fixed for redemption. If less than all of the Bonds are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Bonds, or portion thereof, within such maturity and in such principal amounts, for redemption.][4]

[Bonds maturing on April 15, 20_ (the "Term Bonds") are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the City, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

Term Bonds Maturing April 15, 20____

Redemption Date	Principal Amount
April 15, 20_	
April 15, 20_	
April 15, 20_ (maturity)	

The Paying Agent/Registrar will select by lot or by any other customary method that results in a random selection the specific Term Bonds (or with respect to Term Bonds having a denomination in excess of $5,000, each $5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.][5]

Notice of such redemption or redemptions shall be given by first class mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the registered owner of each of the Bonds to be redeemed in whole or in part. Subject to the right of the City to give a conditional notice of redemption with respect to an optional redemption, as described below, notice having been so given, the Bonds or portions thereof designated for redemption shall become due

[4] Insert optional redemption provisions, if any, and revise to conform to the Pricing Certificate.

[5] Insert mandatory sinking fund redemption provisions, if any, and revise as necessary to conform to the Pricing Certificate.

and payable on the redemption date specified in such notice; from and after such date, notwithstanding that any of the Bonds or portions thereof so called for redemption shall not have been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue.

Notice of such redemption or redemptions shall be given by first class mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the registered owner of each of the Bonds to be redeemed in whole or in part. In the Ordinance, the City reserves the right in the case of an optional redemption to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

As provided in the Ordinance and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Paying Agent/Registrar, nor any such agent shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that this Bond has been duly and validly issued and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the issuance and delivery of this Bond have been performed, existed, and been done in accordance with law; that the Bonds do not exceed any constitutional or statutory limitation; and that provision has been made for the payment of the principal of and interest on the Bonds by irrevocably pledging the net revenues of the System, as hereinabove recited.

The registered owner hereof shall never have the right to demand payment of this Bond out of any funds raised or to be raised by taxation.

IN WITNESS WHEREOF, the City has caused this Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed or placed in facsimile on this Bond.

_____
Mayor, City of Lubbock, Texas

_____
City Secretary, City of Lubbock, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Bonds if such Certificate on the initial Bond is fully executed.

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO._____
OF THE STATE OF TEXAS	§	

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Bond has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding special obligation of the City of Lubbock, Texas, payable from the revenues pledged to its payment by and in the ordinance authorizing same and that said bond has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _____.

_____
Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Bond if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

It is hereby certified that this Bond has been issued under the provisions of the Ordinance described on this Bond; and that this Bond has been issued in conversion of and exchange for or replacement of a bond, bonds, or portion of a bond or bonds of an issue which was originally approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas as shown in the records kept by the undersigned.

_____,
as Paying Agent/Registrar

By:_____
Authorized Representative

Dated:_____

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee): _____

_____

_____

(Social Security or other identifying number:_____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated:_____

Signature Guaranteed By:

_____
Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) The Initial Bond shall be in the form set forth in subsections (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Bond (which name shall be set forth in the Pricing Certificate), the headings "INTEREST RATE" and "MATURITY DATE" shall be completed with the words "As shown below";

(ii) in the first paragraph of the Bond, the words "on the Maturity Date specified above" shall be deleted and the following will be inserted: "on April 15 in each of the years, in the principal installments and bearing interest at the per annum rates in accordance with the following schedule:

Year	Principal Installment	Interest Rate

(Information to be inserted from the Pricing Certificate)

(iii) the Initial Bond shall be numbered T-1.

City of Lubbock, TX
Finance Department
Electric Light and Power System Revenue Bonds, Series 2016
Projects Funded by this Issue

Electric Light and Power System Revenue Bonds, Series 2016

Downtown Redevelopment Underground – 10 Year Funded by LP&L Rev Bonds: **$510,500**
LP&L currently serves the downtown with an overhead power system. LP&L will move all overhead facilities into an underground duct bank. These funds will be used to purchase and install pad mounted 15kV switches, enclosures, power cables and transformers in the area before removing all existing overhead facilities.

15 kV System Re-conductor / Rebuild – 10 Year Funded by LP&L Rev Bonds: **$255,250**
Re-conductor or rebuild distribution lines within the LP&L service territory. Re-conductor is the term used when a line has its existing wires (conductors) taken down and replaced with new, larger wires. A re-conductor job is different than a rebuild job as a re-conductor job does not require the poles (structures) to be replaced where as a rebuild is usually a complete tear down and replace. In the case of distribution, a re-conductor must be performed while the lines are still energized, and rebuilds must be performed with minimal outage time to customers.

Chalker Capacity Upgrade – 20 Year Funded by LP&L Rev Bonds: **$4,500,000**
Purchase and install two (2) new 30/40/50 MVA substation power transformers, re-insulate the substation to meet 115kV design requirements, and convert the substation to a 115kV ring bus design. This project will include the procurement and installation of the transformers, associated bus, breaker, and relay upgrades that will accommodate the larger capacity transformers. The project will include removing four (4) existing 10 MVA power transformers and upgrading the substation buses for increased capacity.

69kV Line Rebuild – Thompson to Vicksburg – 30 Year Funded by LP&L Rev Bonds: **$120,000**
Rebuild 1.25 miles of a 69kV transmission line from the Thompson Substation to the Vicksburg Substation. The transmission line is primarily constructed of 70-75 foot wood poles with single-circuit or double-circuit distribution under-build for most of the line. The new transmission line will be 795 aluminum conductor steel reinforced (ACSR) with an optical ground wire (OPGW) static neutral wire. The line will be re-insulated for 115kV. The project includes the engineering, material, and construction costs associated with rebuilding the transmission line. The initial funding will primarily fund design and engineering of this project.

115kV Line Construction–NW to Mackenzie–30 Yr Funded by LP&L Rev Bonds: $**750,000**

Build approximately five miles of new 115kV transmission line from the Northwest Substation to the Mackenzie Substation. The new transmission line will be 795 aluminum conductor steel reinforced (ACSR) with an optical ground wire (OPGW) static neutral wire. The new transmission line will be insulated for 115kV. The project will include the routing, permitting, engineering, materials, and construction cost associated with building the transmission line. The initial funding will primarily fund design and engineering of this project.

69kV Line Rebuild–Chalker to Thompson–30 Year Funded by LP&L Rev Bonds: **$225,000**

Rebuild two miles of a 69kV transmission line from the Chalker Substation to the Thompson Substation. The transmission line is primarily constructed of 70-75 foot wood poles with single-circuit or double-circuit distribution under-build for most of the line. The new transmission line will be 795 aluminum conductor steel reinforced (ACSR) with an optical ground wire (OPGW) static neutral wire. The line will be re-insulated for 115kV. This project includes the engineering, material, and construction costs associated with rebuilding the transmission line. The initial funding will primarily fund design and engineering of this project.

69kV Line Rebuild – Chalker to Oliver – 30 Year Funded by LP&L Rev Bonds: **$225,000**

Rebuild two miles of a 69kV transmission line from the Chalker Substation to the Oliver Substation. The transmission line is primarily constructed of 70-75 foot wood poles with single-circuit or double-circuit distribution under-build for most of the line. The new transmission line will be 795 aluminum conductor steel reinforced (ACSR) with an optical ground wire (OPGW) static neutral wire. The line will be re-insulated for 115kV. This project includes the engineering, material, and construction costs associated with rebuilding the transmission line. The initial funding will primarily fund design and engineering of this project.

Southeast Substation Autotransformer – 30 Year Funded by LP&L Rev Bonds: **$150,000**

Connect 230/69kV 100MVA auto transformer to existing 69kV and 230kV buses. This includes the engineering design to physically connect the transformer to the high voltage buses and the electrical design to properly operate and protect the transformer being installed. The physical design will include the bus, structure, conduit, grounding, steel, and foundation designs required to connect to the buses. The electrical design will include integrating the transformer protection with the existing protection schemes and systems already at the substation. The project includes the engineering, material, and construction costs associated with installing the transformer. The initial funding will primarily fund design and engineering of this project.

69kV Capacitor Upgrade – Vicksburg – 30 Year Funded by LP&L Rev Bonds: **$50,000**

Upgrade existing 69kV capacitor banks, 69kV breakers, and relay protection for Vicksburg Substation. Capacitor banks are typically purchased as a package. This would include the capacitor banks, metering equipment, and all of the protection associated with protecting the capacitor bank.

69kV Capacitor Upgrade – Chalker – 30 Year Funded by LP&L Rev Bonds: **$50,000**

Upgrade existing 69kV capacitor banks, 69kV breakers, and relay protection for Chalker Substation. Capacitor banks are typically purchased as a package. This would include the capacitor banks, metering equipment, and all of the protection associated with protecting the capacitor bank.

69kV Capacitor Upgrade – Slaton – 30 Year Funded by LP&L Rev Bonds: **$50,000**

Upgrade existing 69kV capacitor banks, 69kV breakers, and relay protection for Slaton Substation. Capacitor banks are typically purchased as a package. This would include the capacitor banks, metering equipment, and all of the protection associated with protecting the capacitor bank.

Substation Battery Replacement – 10 Year Funded by LP&L Rev Bonds: **$120,000**

Purchase eight (8) sets of batteries used in substations to provide 24 Volt (V), 48V, or 125V direct current (DC) power. All critical components inside substations such as circuit breakers, relays, control circuits, and SCADA units rely on DC power for operation. The DC system inside any substation is the most critical system. It is used to power relays that detect faults and by circuit breakers to trip/operate to clear faults.

Substation RTU Replacement – 10 Year Funded by LP&L Rev Bonds: **$150,000**

Purchase and install new remote terminal units (RTUs) in 5 existing substations. Supervisory Control and Data Acquisition (SCADA) is a term used to describe the process of two devices communicating to gather data. There is a local master unit that is set up at a central location or distribution control center. There is also a RTU that is placed in the field (substation). The RTU allows the operators at the control center to remotely control equipment (breakers, reclosers, tap changers) and meter the power flow (Amps, Watts, VARS, Volts) through the substation.

Massengale Station – Medium Term – 10 Year Funded by LP&L Rev Bonds: **$1,000,000**

Medium-Term upgrades, refurbishments, and replacements at Massengale Station. Projects include automatic generator control; steam overhaul; pump, motor, and compressor overhauls; hot section overhaul; and cooling tower refurbishment.

TOTAL 2016 REVENUE BONDS **$8,155,750**

Regular City Council Meeting **7. 9.**

Meeting Date: 03/24/2016

Information

Agenda Item

Ordinance 1st Reading - Accounting: Consider an ordinance providing for the issuance of City of Lubbock, Texas, Tax and Waterworks System Surplus Revenue Certificates of Obligation, Series 2016; Levying a tax and pledging surplus waterworks system revenues in payment thereof; providing for the award of the sale thereof in accordance with specified parameters; approving the official statement; approving execution of a purchase contract; and enacting other provisions relating thereto.

Item Summary

On February 11, 2016, the City Council approved the first step in the issuance process by authorizing publication of a Notice of Intent to Issue Tax and Waterworks System Surplus Revenue Certificates of Obligation (Certificates). The ordinance authorizing the issuance of the Certificates is a "parameters ordinance' delegating authority to the Mayor, City Manager, or Executive Director of Finance (each an Authorized Officer) to determine the timing, terms, and interest rates, of the issuance. The ordinance expires after a six month period and designates parameters to which the Authorized Officers must conform to execute the sale of the Certificates. The delegated authority allows the City to attain the most attractive rates and terms by offering the Certificates when market conditions are favorable.

The following conditions must be satisfied in order for the Authorized Officers to act on behalf of the City in selling and delivering the Certificates to the Underwriter: a) the price to be paid for the Certificates shall not be less than 90% of the aggregate principal amount of the Certificates; b) the Certificates shall not bear interest at a rate greater than the maximum rate allowed by Chapter 1204, Texas Government Code, as amended; c) the aggregate principal amount of the Certificates shall produce proceeds in an amount sufficient, as determined by the Authorized Officer, to fund the purpose described in Section 3.01 and such aggregate principal amount shall not exceed $126,000,000; d) the maximum maturity for the Certificates shall not exceed twenty-one years; and e) the Certificates to be issued, prior to delivery, must have been rated by a nationally recognized agency for municipal securities in one of the four highest rating categories for long term obligations.

The City will sell the Certificates on a negotiated basis. The City and RBC Capital Markets, the City's financial advisor, will negotiate a purchase price for the Certificates with the City's underwriters (Citigroup, George K Baum, Hutchinson Shockley Erley & Co, and Wells Fargo Securities).

Pursuant to Section 1201.028(3), Texas Government Code, the authorization of a public security is effective immediately with only one reading of the ordinance. The ordinance excludes certain information that is unknown as of the printing of the backup material. Examples include annual principal and interest amounts and maturity dates. Once negotiations have concluded, the final results will be provided to the City Council. The projects that will be funded with the Certificates have been approved by City Council in the FY 2015-2016 Capital Improvement Plan. City Council has adopted a reimbursement resolution on October 8, 2015 and Amended on January 22, 2016 allowing projects to start prior to the issuance of the Certificates.

A draft preliminary official statement is available in the City Secretary's office.

Fiscal Impact

Annual payments will be made from the revenues of the City. The bond proceeds will be used to fund the capital projects and pay cost of issuance related to the financing.

Staff/Board Recommending

Linda Cuellar, Interim Director of Accounting

Attachments

Ordinance -Tax and Waterworks System Surplus Revenue Certificate of Obligation

Projects Funded by this Issue

Ordinance No. 2016 - _____

ORDINANCE

relating to

CITY OF LUBBOCK, TEXAS
TAX AND WATERWORKS SYSTEM SURPLUS REVENUE
CERTIFICATES OF OBLIGATION,
SERIES 2016

Adopted: March 24, 2016

HOU:3645845.1

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AN ORDINANCE PROVIDING FOR THE ISSUANCE OF CITY OF LUBBOCK, TEXAS, TAX AND WATERWORKS SYSTEM SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016; LEVYING A TAX AND PLEDGING SURPLUS WATERWORKS SYSTEM REVENUES IN PAYMENT THEREOF; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; APPROVING THE OFFICIAL STATEMENT; APPROVING EXECUTION OF A PURCHASE CONTRACT; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, under the provisions of Subchapter C, Chapter 271, Texas Local Government Code, as amended, the City of Lubbock, Texas (the "City"), after giving proper notice, is authorized to issue and sell for cash its certificates of obligation (herein defined as the "Certificates") that are secured by and payable from the ad valorem taxes and other revenues specified in Article II of this Ordinance, and that are issued in the amount, for the purposes, and with the provisions set forth in Section 3.01 of this Ordinance;

WHEREAS, pursuant to a resolution heretofore passed by the City Council, notice of intention to issue the Certificates was published in a newspaper of general circulation in the City in accordance with applicable law;

WHEREAS, no petition signed by at least five percent of the qualified electors of the City has been filed with the City Secretary protesting the issuance of the Certificates;

WHEREAS, no bond proposition to authorize the issuance of bonds for the same purpose as any of the projects being financed with the proceeds of the Certificates was submitted to the voters of the City during the preceding three years and failed to be approved;

WHEREAS, the City Council is now authorized and empowered to proceed with the issuance and sale of the Certificates, and hereby finds and determines that it is necessary and in the best interests of the City and its citizens that it authorize the issuance of the Certificates in accordance with the terms and provisions of this Ordinance at this time;

WHEREAS, the City is an "Issuer" within the meaning of Chapter 1371, Texas Government Code ("Chapter 1371"), as amended, and the City Council desires to delegate, pursuant to Chapter 1371 and the parameters of this Ordinance, to the Authorized Officer (hereinafter defined), the authority to approve the principal amount, the interest rate, number of series, the price and the other terms of the Certificates authorized hereby and to otherwise take such actions as are necessary and appropriate to effect the sale of the Certificates;

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and public notice of the time, place, and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; therefore,

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

ARTICLE I
DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

"Authorized Officer" means each of the Mayor, the City Manager and the Executive Director of Finance, acting individually.

"Business Day" means any day other than a Saturday, Sunday or legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close.

"Certificate" means any of the Certificates.

"Certificate Date" means the date designated as the initial date of the Certificates by Section 3.02(a) of this Ordinance.

"Certificates" means the certificates of obligation authorized to be issued by Section 3.01 of this Ordinance.

"City" means the City of Lubbock, Texas.

"Closing Date" means the date of the initial delivery of and payment for the Certificates.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, enacted on or before the Issue Date.

"Computation Date" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Designated Payment/Transfer Office" means the Designated Payment/Transfer Office, as designated in the Paying Agent/Registrar Agreement, or such other location designated by the Paying Agent/Registrar.

"DTC" means The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"EMMA" means the Electronic Municipal Market Access System.

"Event of Default" means any event of default as defined in Section 10.01 of this Ordinance.

"Fiscal Year" means such fiscal year as shall from time to time be set by the City Council.

"Gross Proceeds" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Gross Revenues" means, with respect to any period, all income, revenues and receipts received from the operation and ownership of the System.

"Initial Certificate" means the initial Certificate authorized by Section 3.04 of this Ordinance.

"Interest and Sinking Fund" means the interest and sinking fund or funds established by Section 2.02 of this Ordinance.

"Interest Payment Date" means the date or dates on which interest on the Certificates is scheduled to be paid until their respective dates of maturity or prior redemption, as set forth in the Pricing Certificate.

"Investment" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Issue Date" for each series of Certificates or other obligations of the City is the respective date on which such series of Certificates or other obligations of the City is delivered against payment therefor.

"MSRB" means the Municipal Securities Rulemaking Board.

"Net Revenues" means the Gross Revenues of the System, with respect to any period, after deducting the System's Operating and Maintenance Expenses during such period.

"Net Sale Proceeds" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Official Statement" means a document described in Section 7.01(c) prepared for dissemination to potential investors in connection with the public offering and sale of Certificates.

"Operating and Maintenance Expenses" means all reasonable and necessary expenses directly related and attributable to the operation and maintenance of the System, including, but not limited to, the costs of insurance, the purchase and carrying of stores, materials, and supplies, the payment of salaries and labor, and other expenditures reasonably and properly charged, under generally accepted accounting principles, to the operation and maintenance of the System or by statute deemed to be a first lien against the Gross Revenues. Depreciation charges on equipment, machinery, plants and other facilities comprising the System and expenditures classed under generally accepted accounting principles as capital expenditures shall not be considered as "Operating and Maintenance Expenses" for purposes of determining "Net Revenues."

"Owner" means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

"Paying Agent/Registrar" means the bank or trust company identified in the Paying Agent/Registrar Agreement referred to in Section 5.01 of this Ordinance, or any successor thereto as provided in this Ordinance.

"Preliminary Official Statement" means a document described in Section 7.01(c) prepared for dissemination to potential investors prior to the availability of the final Official Statement.

"Pricing Certificate" means a certificate or certificates signed by an Authorized Officer establishing the terms and features of each series of Certificates in accordance with Section 7.01 hereof.

"Prior Lien Obligations" means all bonds or other similar obligations of the City presently outstanding or that may be hereafter issued, payable in whole or in part from and secured by a first lien on and pledge of the Net Revenues of the System or by a lien on and pledge of the Net Revenues subordinate to a first lien on and pledge of the Net Revenues but superior to the lien on and pledge of the Surplus Revenues made for the Certificates.

"Proceeds" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Project" means the purposes for which the Certificates are issued as set forth in Section 3.01.

"Purchase Contract" means the purchase contract pursuant to which the Certificates are sold to the Underwriters.

"Rebate Amount" has the meaning stated in Section 1.148-3 of the Regulations.

"Record Date" means the date specified in the Pricing Certificate.

"Register" means the Register specified in Section 3.06(a) of this Ordinance.

"Regulations" means the final or temporary Income Tax Regulations applicable to the Certificates issued pursuant to Sections 141 through 150 of the Code. Any reference to a section of the Regulations shall also refer to any successor provision to such section hereafter promulgated by the Internal Revenue Service pursuant to Sections 141 through 150 of the Code and applicable to the Certificates.

"Representation Letter" means the Blanket Letter of Representations between the City and DTC.

"Representative" means the representative for the Underwriters named in the Purchase Contract.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Series 2016 Bonds" means any of the City's General Obligation Refunding Bonds, Series 2016, authorized to be issued in one or more series in accordance with the terms of an ordinance of the City adopted concurrently with this Ordinance.

"Special Payment Date" means the Special Payment Date prescribed by Section 3.03(b).

"Special Record Date" means the Special Record Date prescribed by Section 3.03(b).

"Surplus Revenues" means the Net Revenues of the System in an amount not to exceed $1,000 remaining after payment of all debt service, reserve and other requirements in connection with the City's Prior Lien Obligations.

"System" means the City's Waterworks System, being all properties, facilities and plants currently owned, operated and maintained by the City for the supply, treatment, transmission and distribution of treated, potable water, together with all future extensions, improvements, replacements and additions thereto.

"Term Certificates" has the meaning set forth in Section 4.03 hereof.

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of principal of or interest on the Certificates as the same come due and payable and remaining unclaimed by the Owners of such Certificates after the applicable payment or redemption date.

"Underwriters" means the underwriters named in the Purchase Contract.

"Yield of"

(i) any Investment shall be computed in accordance with Section 1.148-5 of the Regulations, and

(ii) the Bonds shall be computed in accordance with Section 1.148-4 of the Regulations.

Section 1.02. Findings.

The declarations, determinations, and findings declared, made, and found in the preamble to this Ordinance are hereby adopted, restated, and made a part of the operative provisions hereof.

Section 1.03. Table of Contents, Titles, and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Any action required to be taken on a date which is not a Business Day shall be done on the next succeeding Business Day and have the same effect as if done on the date so required.

(c) Any duty, responsibility, privilege, power or authority conferred by this Ordinance upon an officer shall extend to an individual who occupies such office in an interim, acting or provisional capacity.

(d) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

(e) Should Series 2016 Bonds not be sold pursuant to the ordinance authorizing their issuance, references in this Ordinance thereto shall be deemed surplusage.

ARTICLE II
SECURITY FOR THE CERTIFICATES; INTEREST AND SINKING FUND; PRIOR LIEN OBLIGATIONS

Section 2.01. Payment of the Certificates.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each succeeding year thereafter while any of the Certificates or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the City, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Certificates, being (i) the interest on the Certificates, and (ii) a sinking fund for their redemption at maturity or a sinking fund of two percent (2%) per annum (whichever amount is the greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the City most recently approved in accordance with law, and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Certificates when and as due and payable in accordance with their terms and this Ordinance.

(d) The City hereby covenants and agrees that the Surplus Revenues are hereby irrevocably pledged equally and ratably to the payment of the principal of and interest on the

Certificates. The City reserves the right to issue Prior Lien Obligations for any lawful purpose, at any time, in one or more installments.

(e) The amount of taxes to be assessed annually for the payment of debt service on the Certificates shall be determined in the following manner:

(i) The City's annual budget shall reflect (A) the amount of debt service requirements to become due on the Certificates in the next ensuing Fiscal Year and (B) the amount on deposit and budgeted for deposit in the Interest and Sinking Fund on the date such budget is approved.

(ii) The amount required to be provided in the next succeeding Fiscal Year from ad valorem taxes shall be the amount, if any, that the debt service requirements on the Certificates to be paid during the next Fiscal Year exceeds the amount then on deposit and budgeted for deposit in the Interest and Sinking Fund prior to the levy of such ad valorem taxes.

(iii) Following approval of the City's annual budget, the City Council shall, by ordinance, establish a tax rate that is sufficient to produce taxes in an amount which, when added to the amount then on deposit or budgeted for deposit in the Interest and Sinking Fund, will be sufficient to pay debt service on the Certificates when due during the next Fiscal Year.

(f) If the liens and provisions of this Ordinance shall be released in a manner permitted by Article XI hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit. In determining the aggregate principal amount of outstanding Certificates, there shall be subtracted the amount of any Certificates that have been duly called for redemption and for which money has been deposited with the Paying Agent/Registrar for such redemption.

Section 2.02. Interest and Sinking Fund.

(a) The City hereby establishes a special fund or account to be designated the "City of Lubbock, Texas, Tax and Waterworks System Surplus Revenue Certificates of Obligation, Series 2016, Interest and Sinking Fund," or such other designation as is set forth in the Pricing Certificate, said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in or required by this Ordinance to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on and principal of the Certificates when and as due and payable in accordance with their terms and this Ordinance.

ARTICLE III
AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

Section 3.01. Authorization.

The City's certificates of obligation to be designated "City of Lubbock, Texas, Tax and Waterworks System Surplus Revenue Certificates of Obligation, Series 2016" (the "Certificates"), or such other designation or designations as set forth in the Pricing Certificate, are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, specifically Subchapter C, Chapter 271, Texas Local Government Code, as amended, Chapter 1371 and Article VIII of the City's Home-Rule Charter. The Certificates may be issued in one or more series, on the dates and in the aggregate principal amount designated in the Pricing Certificate therefor for the purpose of paying contractual obligations to be incurred for the following purposes, to wit: (i) construction, renovations, improvements, upgrades, equipment and acquisition of land, buildings and other facilities related to (a) a new City Hall and (b) a new police facility; (ii) construction, renovations, improvements, upgrades, and equipment of facilities at Municipal Hill; (iii) renovations and improvements to the Lubbock Preston Smith International Airport facilities, including terminal building remodeling and runway improvements; (iv) design, relocation and upgrading of public utility infrastructure and construction of gateways and green spaces in the Central Business District; (v) upgrading of public safety radio communication systems; (vi) construction of public improvements and infrastructure renovations in North Overton; (vii) construction, improvement and equipment of a new emergency operations center; (viii) renovations, improvements and extensions to City streets, including sidewalks, street lighting, traffic signals/controllers and traffic signal communication systems, signage, landscaping, utility improvements, extensions, relocations and acquisition of land and rights-of-way in connection therewith; (ix) renovation, improvement and expansion of Solid Waste Department facilities; (x) improvements, renovations, replacements, relocations and extensions to the City's Wastewater System, including the Northwest Water Reclamation Plant; (xi) improvements, renovations, replacements, relocations and extensions to the City's Waterworks System (collectively, with items (i)-(x), the "Project"); and (xvii) payment of professional services of attorneys, financial advisors, engineers and other professionals in connection with the Project and the issuance of the Certificates. The aggregate principal amount of all Certificates issued pursuant to this Ordinance shall not exceed $126,000,000.

Section 3.02. Date, Denomination, Maturities, and Interest.

(a) The Certificates shall be dated the date set forth in the Pricing Certificate (the "Certificate Date"). The Certificates shall be in fully registered form, without coupons, in the denomination of $5,000 or any integral multiple thereof and shall be numbered separately from one upward, except the Initial Certificate, which shall be numbered T-1 or in such other manner provided in the Pricing Certificate.

(b) The Certificates shall mature on the date or dates, in the years and in the principal amounts set forth in the Pricing Certificate; provided, that the maximum maturity for the Certificates shall not exceed the number of years set forth in Exhibit B.

(c) Interest shall accrue and be paid on each Certificate respectively until its maturity or prior redemption, from the later of the Certificate Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the Pricing Certificate. Such interest shall be payable on each Interest Payment Date until maturity or prior redemption. Interest on the Certificates shall be calculated on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each, or on such other basis as set forth in the Pricing Certificate.

Section 3.03. Medium, Method, and Place of Payment.

(a) The principal of and interest on the Certificates shall be paid in lawful money of the United States of America.

(b) Interest on the Certificates shall be payable to the Owners as shown in the Register at the close of business on the Record Date; provided, however, in the event of nonpayment of interest on a scheduled Interest Payment Date and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") shall be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be fifteen (15) days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by first-class United States mail, postage prepaid, to the address of each Owner of a Certificate appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) Interest shall be paid by check, dated as of the Interest Payment Date, and sent United States mail, first class postage prepaid, by the Paying Agent/Registrar to each Owner, at the address thereof as it appears in the Register, or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, that the Owner shall bear all risk and expense of such other banking arrangement. At the option of an Owner of at least $1,000,000 principal amount of the Certificates, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar.

(d) The principal of each Certificate shall be paid to the Owner thereof on the due date, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(f) Unclaimed Payments shall be segregated in a special escrow account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owners of the Certificates to which the Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment on the Certificates thereafter coming due; to the extent any such moneys remain three (3) years after the retirement of all outstanding Certificates, such moneys shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar, nor any other person shall be liable or responsible to any Owners of such Certificates for any further payment of such unclaimed moneys or on account of any such Certificates, subject to Title 6 of the Texas Property Code.

Section 3.04. Execution and Registration of Certificates.

(a) The Certificates shall be executed on behalf of the City by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Certificate has been duly approved by the Attorney General of the State of Texas, that it is a valid and binding obligation of the City, and that it has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Certificate of each series reflecting the terms set forth in the Pricing Certificate and representing the entire principal amount of all Certificates, payable in stated installments to the Representative, or its designee, executed by the Mayor and City Secretary of the City by their manual or facsimile signatures, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Representative or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver a single registered, definitive

Certificate for each maturity, in the aggregate principal amount thereof, to DTC on behalf of the Underwriters.

Section 3.05. Ownership.

(a) The City, the Paying Agent/Registrar, and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the purpose of making and receiving payment as herein provided (except interest shall be paid to the person in whose name such Certificate is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Certificate shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.06. Registration, Transfer, and Exchange.

(a) So long as any Certificates remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Ordinance.

(b) The ownership of a Certificate may be transferred only upon the presentation and surrender of the Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Certificate shall be effective until entered in the Register.

(c) The Certificates shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Certificate or Certificates of the same series, maturity and interest rate and in a denomination or denominations of any integral multiple of $5,000, and in an aggregate principal amount equal to the unpaid principal amount of the Certificates presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Certificates exchanged for other Certificates in accordance with this Section.

(d) Each exchange Certificate delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such exchange Certificate is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Certificates. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Certificate.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Certificate called for redemption, in whole or in part, where such redemption is scheduled to occur within forty-five (45) calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Certificate.

Section 3.07. Cancellation.

All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall then return such cancelled Certificates to the City or may in accordance with law destroy such cancelled Certificates and periodically furnish the City with certificates of destruction of such Certificates.

Section 3.08. Temporary Certificates.

(a) Following the delivery and registration of the Initial Certificate and pending the preparation of definitive Certificates, the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Certificates that are printed, lithographed, typewritten, mimeographed, or otherwise produced, in any denomination, substantially of the tenor of the definitive Certificates in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions, and other variations as the officers of the City executing such temporary Certificates may determine, as evidenced by their signing of such temporary Certificates.

(b) Until exchanged for Certificates in definitive form, such Certificates in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Certificates in definitive form; thereupon, upon the presentation and surrender of the Certificate or Certificates in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Certificates in temporary form and shall authenticate and deliver in exchange therefor a Certificate or Certificates of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Certificate or Certificates in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09. Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of the same series and of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of the same series and of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction, or theft of such Certificate;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar, and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed, or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate when it becomes due and payable.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 3.10. Book-Entry-Only System.

(a) Notwithstanding any other provision hereof, upon initial issuance of the Certificates, the Certificates shall be registered in the name of Cede & Co., as nominee of DTC. The definitive Certificates shall be initially issued in the form of a single separate certificate for each of the maturities thereof.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the City and the Paying

Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute owner of such Certificate for the purpose of payment of principal of and interest on Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the respective Owners as shown in the Register, as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) The Representation Letter previously executed and delivered by the City, and applicable to the City's obligations delivered in book-entry-only form to DTC as securities depository, is hereby ratified and approved for the Certificates.

Section 3.11. Successor Securities Depository; Transfer Outside Book-Entry-Only System.

In the event that the City determines that it is in the best interest of the City and the beneficial owners of the Certificates that they be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Certificates and cause the Paying Agent/Registrar to transfer one or more separate registered Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 3.12. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as the Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with

respect to principal of and interest on such Certificates, and all notices with respect to such Certificates shall be made and given, respectively, in the manner provided in the Representation Letter of the City to DTC.

ARTICLE IV
REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.01. Redemption.

The Certificates are subject to redemption before their scheduled maturity only as provided in this Article IV.

Section 4.02. Optional Redemption.

(a) The City reserves the option to redeem Certificates in the manner provided in the Form of Certificate attached hereto as Exhibit C, with such changes as are required by the Pricing Certificate.

(b) If less than all of the Certificates are to be redeemed pursuant to an optional redemption, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot, or by any other customary method that results in a random selection, the Certificates, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(c) The City, at least forty-five (45) days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Certificates to be redeemed.

Section 4.03. Mandatory Sinking Fund Redemption.

Certificates designated as "Term Certificates," if any, in the Pricing Certificate are subject to scheduled mandatory redemption and will be redeemed by the City, out of moneys available for such purpose in the Interest and Sinking Fund, in the manner provided in the Form of Certificate attached hereto as Exhibit C, with such changes as are required by the Pricing Certificate. Term Certificates shall be subject to mandatory redemption at the price, on the dates, and in the respective principal amounts set forth in the Pricing Certificate.

Section 4.04. Partial Redemption.

(a) A portion of a single Certificate of a denomination greater than $5,000 may be redeemed, but only in a principal amount equal to $5,000 or any integral multiple thereof. If such a Certificate is to be partially redeemed, the Paying Agent/Registrar shall treat each $5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(b) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver an exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered, such exchange being without charge.

(c) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Certificate as to which only a portion thereof is to be redeemed.

Section 4.05. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by United States mail, first class postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Certificates are to be surrendered for payment, and, if less than all the Certificates outstanding are to be redeemed, an identification of the Certificates or portions thereof to be redeemed.

(c) The City reserves the right to give notice of its election or direction to redeem Certificates under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.06. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of and accrued interest on the Certificates being redeemed.

(b) Upon presentation and surrender of any Certificate called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of and accrued interest on such Certificate to the date of redemption from the money set aside for such purpose.

Section 4.07. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.05 of this Ordinance and subject to any conditions or rights reserved by the City under Section 4.05(c), the Certificates or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in its obligation to make provision for the payment of the principal thereof or accrued interest thereon, such Certificates or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Certificates are presented and surrendered for payment on such date.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall remain outstanding and continue to bear interest at the rate stated on the Certificate until due provision is made for the payment of same by the City.

Section 4.08. Lapse of Payment.

Money set aside for the redemption of Certificates and remaining unclaimed by the Owners of such Certificates shall be subject to the provisions of Section 3.03(f) hereof.

ARTICLE V
PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Paying Agent/Registrar.

The form of Paying Agent/Registrar Agreement presented at the meeting at which this Ordinance was approved and the appointment of the Paying Agent/Registrar identified therein are hereby approved.

The Mayor is hereby authorized and directed to execute the Paying Agent/Registrar Agreement with the Paying Agent/Registrar, specifying the duties and responsibilities of the City and the Paying Agent/Registrar, in substantially the form presented at the meeting at which this Ordinance was approved with such changes as may be approved by an Authorized Officer. The signature of the Mayor shall be attested by the City Secretary.

Section 5.02. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Certificates.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04. Termination.

The City, upon not less than sixty (60) days notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.05. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by United States mail, first class postage prepaid, at the address thereof in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

ARTICLE VI
FORM OF THE CERTIFICATES

Section 6.01. Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Certificates, (i) shall be generally in the form set forth in Exhibit C hereto, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and the Pricing Certificate, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) Any portion of the text of any Certificates may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Certificates.

(c) The definitive Certificates, if any, shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced

in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

(d) The Initial Certificate submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02. CUSIP Registration.

The City or the Representative may secure identification numbers through CUSIP Global Services, managed on behalf of the American Bankers Association by Standard & Poor's Financial Services LLC, and may authorize the printing of such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Certificates shall be of no significance or effect in regard to the legality thereof and neither the City nor the attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Certificates.

Section 6.03. Legal Opinion.

The approving legal opinion of Andrews Kurth LLP, Bond Counsel, may be attached to or printed on the reverse side of each Certificate over the certification of the City Secretary of the City, which may be executed in facsimile.

Section 6.04. Statement of Insurance.

A statement relating to a municipal bond insurance policy, if any, to be issued for any Certificate or Certificates may be printed on or attached to each such Certificate.

ARTICLE VII
SALE AND DELIVERY OF CERTIFICATES; DEPOSIT OF PROCEEDS

Section 7.01. Sale of Certificates; Official Statement.

(a) The Certificates shall be sold at negotiated sale to the Underwriters in accordance with the terms of this Ordinance, including this Section 7.01(a) and Exhibit B hereto, provided that all of the conditions set forth in Exhibit B can be satisfied. As authorized by Chapter 1371, the Authorized Officer is authorized to act on behalf of the City, upon determining that the conditions set forth in Exhibit B can be satisfied, in selling and delivering the Certificates and carrying out the other procedures specified in this Ordinance, including determining (i) the total aggregate principal amount and the number of series of the Certificates, (ii) the date(s) on which the Certificates of each series will be sold and delivered, (iii) whether to acquire bond insurance for the Certificates, (iv) the price at which the Certificates will be sold, (v) the number and any additional or different title or designation for the Certificates to be issued, (vi) the form in which the Certificates shall be issued, (vii) the dates on which the Certificates will mature, the principal amount to mature in each year, the rate(s) of interest to be borne by each such maturity, the interest payment dates, and the initial date from which interest will accrue, (viii) the dates, prices and other terms upon and at which the Certificates shall be subject to redemption prior to maturity (including terms for optional and mandatory sinking fund redemption), and (ix) all other terms and provisions

of the Bonds and all other matters relating to the issuance, sale and delivery thereof, all of which shall be specified in the Pricing Certificate.

The Authorized Officer may approve modifications to this Ordinance to conform to the terms of the Certificates, as approved by the Authorized Officer, and execute any instruments, agreements and other documents as the Authorized Officer shall deem necessary or appropriate in connection with the issuance, sale and delivery of Certificates pursuant to this Ordinance.

The authority granted to the Authorized Officer under this Section 7.01(a) shall expire at 11:59 p.m., on the 180th day following the date of this Ordinance (the "Expiration Date"), unless otherwise extended by the City Council by separate action. Certificates sold pursuant to a Purchase Contract executed on or before the Expiration Date may be delivered after such date.

In satisfaction of Section 1201.022(a)(3), Texas Government Code, the City Council hereby determines that the delegation of the authority to the Authorized Officer to approve the final terms and conditions of each series of the Certificates as set forth in this Ordinance is, and the decisions made by the Authorized Officer pursuant to such delegated authority and incorporated in a Pricing Certificate will be, in the best interests of the City and shall have the same force and effect as if such determination were made by the City Council, and the Authorized Officer is hereby authorized to make and include in a Pricing Certificate an appropriate finding to that effect. Any finding or determination made by the Authorized Officer relating to the issuance and sale of the Certificates and the execution of the Purchase Contract in connection therewith shall have the same force and effect as a finding or determination made by the City Council.

(b) The Authorized Officer is hereby authorized and directed to execute and deliver a purchase contract (the "Purchase Contract") in the form and on the terms approved by the Authorized Officer, and all other officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Certificates. At the direction of the Authorized Officer, Certificates and Series 2016 Bonds may be sold, but are not required to be sold, pursuant to the terms of a common Purchase Contract.

(c) The form and substance of the Preliminary Official Statement, and any addenda, supplement or amendment thereto, are hereby in all respects approved and adopted for use in connection with the public offering and sale of each series of Certificates, with such appropriate variations as shall be approved by the Authorized Officer, and the Preliminary Official Statement is hereby deemed final as of its date within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The Authorized Officer is hereby authorized and directed to cause to be prepared a final Official Statement (the "Official Statement") incorporating applicable pricing information and other terms pertaining to each series of Certificates, and to execute the same by manual or facsimile signature and deliver appropriate numbers of executed copies thereof to the Underwriters. The Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the Authorized Officer and the Underwriters, may be used by the Underwriters in the public offering and sale of the Certificates. The use and distribution of the Preliminary Official Statement, and the preliminary public offering of the Certificates by the Underwriters, is hereby ratified, approved

and confirmed. The Authorized Officer may direct the preparation of a common Official Statement for any series of Certificates and Series 2016 Bonds.

(d) All officers of the City are authorized to execute such documents, certificates, receipts and other instruments as they may deem appropriate in order to consummate the delivery of the Certificates in accordance with the terms of sale therefor including, without limitation, the Purchase Contract.

(e) The obligation of the Underwriters to accept delivery of the Certificates is subject to the closing conditions set forth in the Purchase Contract being satisfied, including specifically the Underwriters being furnished with the final, approving opinion of Andrews Kurth LLP, bond counsel for the City, which opinion shall be dated as of and delivered on the Closing Date.

Section 7.02. Control and Delivery of Certificates.

(a) The Authorized Officer of the City is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Certificates shall be made to the Underwriters under and subject to the general supervision and direction of the Authorized Officer, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor or City Secretary is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem and the Assistant City Secretary, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tem and the Assistant City Secretary shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor and City Secretary, respectively.

Section 7.03. Deposit of Proceeds.

Proceeds from the sale of the Certificates shall be applied in accordance with the provisions set forth in the Pricing Certificate, which may provide for the creation of any special accounts deemed necessary or appropriate by the Authorized Officer.

ARTICLE VIII
INVESTMENTS

Section 8.01. Investments.

(a) Money in the Interest and Sinking Fund created by this Ordinance and any special accounts provided for in the Pricing Certificate pursuant to Section 7.03, at the City's option, may be invested in such securities or obligations as permitted under applicable law. The Authorized Officer, and any other officer of the City authorized to make investments on behalf of the City, are

hereby authorized and directed to execute and deliver, on behalf of the City, any and all investment agreements, guaranteed investment contracts or repurchase agreements in connection with the investment of moneys on deposit in the Interest and Sinking Fund and the special account provided for in the Pricing Certificate pursuant to Section 7.03, but only to the extent such investment agreements, guaranteed investment contracts or repurchase agreements are authorized investments under applicable law.

(b) Any securities or obligations in which money in the Interest and Sinking Fund is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.02. Investment Income.

(a) Interest and income derived from investment of the Interest and Sinking Fund shall be credited to such fund.

(b) Interest and income derived from investment of the other funds to be deposited pursuant to Section 7.03 hereof shall be credited to the fund or account where deposited until the acquisition or construction of said projects is completed or shall be transferred to the Interest and Sinking Fund as shall be determined by the City Council. Upon completion of the authorized projects, to the extent such interest and income are present, such interest and income shall be deposited to the Interest and Sinking Fund.

ARTICLE IX
PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Certificates.

On or before each Interest Payment Date for the Certificates and while any of the Certificates are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such interest on and principal of the Certificates as will accrue or mature on the applicable Interest Payment Date, maturity date or date of prior redemption.

Section 9.02. Other Representations and Covenants.

(a) The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the City will promptly pay or cause to be paid the principal of and interest on each Certificate on the dates and at the places and manner prescribed in such Certificate; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 9.03. Federal Income Tax Exclusion.

(a) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which, if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City shall have received a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

(b) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall, at all times after the Issue Date of any Certificate and prior to the last stated maturity of the Certificates

(i) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed directly or indirectly with Gross Proceeds of such Certificate and not use or permit the use of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity other than a state or local government, unless such use is solely as a member of the general public, or

(ii) not directly or indirectly impose or accept any charge or other payment for use of Gross Proceeds of such Certificate or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with such Gross Proceeds other than taxes of general application and interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(c) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of such Certificate to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, Gross Proceeds are considered to be "loaned" to a person or entity if (1) property acquired, constructed or improved with Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes, (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement, or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or such property are otherwise transferred in a transaction which is the economic equivalent of a loan.

(d) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the final stated maturity or final payment of such Certificate, directly or indirectly invest Gross Proceeds of such Certificate in any Investment (or use such Gross Proceeds to replace money so invested), if as a result of such investment the Yield of all Investments allocated to such Gross Proceeds whether then held or previously disposed of, exceeds the Yield on the Certificates.

(e) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(f) Information Report. The City shall timely file with the Secretary of the Treasury the information required by Section 149(e) of the Code with respect to the Certificates on such forms and in such place as such Secretary may prescribe.

(g) Payment of Rebate Amount. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder, the City shall:

(i) account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of such accounting for at least six years after the final Computation Date. The City may, however, to the extent permitted by law, commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of such Gross Proceeds and the obligations acquired therewith,

(ii) calculate the Rebate Amount with respect to the Certificates not less frequently than each Computation Date, in accordance with rules set forth in Section 148(f) of the Code, Section 1.148-3 of the Regulations, and the rulings thereunder. The City shall maintain a copy of such calculations for at least six years after the final Computation Date,

(iii) as additional consideration for the purchase of the Certificates by the initial purchaser thereof and the loan of the money represented thereby, and in order to induce such purchase by measures designed to ensure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, pay to the United States the amount described in paragraph (ii) above at the times, in the installments, to the place, in the manner and accompanied by such forms or other information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and

(iv) exercise reasonable diligence to assure that no errors are made in the calculations required by paragraph (ii) and, if such error is made, to discover and promptly to correct such error within a reasonable amount of time thereafter, including payment to the United States of any interest and any penalty required by the Regulations.

(h) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates, not been relevant to either party.

(i) Not Hedge Bonds. The City will not invest more than 50 percent of the Proceeds of the Certificates in Nonpurpose Investments having a guaranteed yield for four years or more. On the Issue Date of the Certificates, the City reasonably expects that at least 85 percent of the Net

Sale Proceeds of the Certificates will be used to carry out the governmental purpose of such series within three years after the Issue Date.

(j) Airport Facilities. The City will not spend more than 10 percent of the Proceeds of the Certificates for the purposes described in clause (v) of Section 3.01 of this Ordinance if the resulting expenditures would cause the Certificates to be treated as "private activity bonds" under the Code.

ARTICLE X
DEFAULT AND REMEDIES

Section 10.01. Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement, or obligation of the City, which default materially and adversely affects the rights of the Owners, including but not limited to their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Owner to the City.

Section 10.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then any Owner or an authorized representative thereof, including but not limited to a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance by mandamus or other suit, action or special proceeding in equity or at law in any court of competent jurisdiction for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Certificates then outstanding.

Section I0.03. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XI
DISCHARGE

Section 11.01. Discharge.

Except as otherwise provided in the Pricing Certificate, the Certificates may be defeased, discharged or refunded in any manner permitted by applicable law.

ARTICLE XII
CONTINUING DISCLOSURE UNDERTAKING

Section 12.01. Annual Reports.

(a) The City shall provide annually to the MSRB, (1) within six (6) months after the end of each fiscal year of the City, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 7.01 of this Ordinance, being information of the type described in Exhibit A hereto, including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit A, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such financial statements becomes available.

(b) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific referenced to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 12.02. Event Notices.

(a) The City shall notify the MSRB, in a timely manner (not in excess of ten (10) Business Days after the occurrence of an event), of any of the following events with respect to the Certificates:

(i) principal and interest payment delinquencies;

(ii) nonpayment related defaults, if material;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties;

(v) substitution of credit or liquidity providers, or their failure to perform;

(vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;

(vii) modifications to rights of Owners, if material;

(viii) redemption calls, if material, and tender offers;

(ix) defeasances;

(x) release, substitution, or sale of property securing repayment of the Certificates, if material;

(xi) rating changes;

(xii) bankruptcy, insolvency, receivership or similar event of the City;

(xiii) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(xiv) appointment of a successor Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material.

As used in clause (xii) above, the phrase "bankruptcy, insolvency, receivership or similar event" means the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court of governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if jurisdiction has been assumed by leaving the City Council and official or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(b) The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 12.01 of this Ordinance by the time required by such Section.

Section 12.03. Identifying Information.

All documents provided to the MSRB pursuant to this Article shall be provided in an electronic format and be accompanied by identifying information as prescribed by the MSRB.

Section 12.04. Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any Certificate calls and any defeasances that cause the City to be no longer an "obligated person."

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates

in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (B) an entity or individual person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Certificates. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.01 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in type of financial information or operating data so provided.

ARTICLE XIII
AMENDMENTS; ATTORNEY GENERAL MODIFICATION

Section 13.01. Amendments.

This Ordinance shall constitute a contract with the Owners, be binding on the City, and shall not be amended or repealed by the City so long as any Certificate remains outstanding except as permitted in this Section. The City may, without consent of or notice to any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of the Owners of the Certificates holding a majority in aggregate principal amount of the Certificates then outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Owners of outstanding Certificates, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Certificates, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Certificates, (ii) give any preference to any Certificate over any other Certificate, or (iii) reduce the aggregate principal amount of Certificates required to be held by Owners for consent to any such amendment, addition, or rescission.

Section 13.02. Attorney General Modification.

In order to obtain the approval of the Certificates by the Attorney General of the State of Texas, any provision of this Ordinance may be modified, altered or amended after the date of its adoption if required by the Attorney General in connection with the Attorney General's examination as to the legality of the Certificates and approval thereof in accordance with the applicable law. Such changes, if any, shall be provided to the City Secretary and the City Secretary shall insert such changes into this Ordinance as if approved on the date hereof.

ARTICLE XIV
EFFECTIVE IMMEDIATELY

Section 14.01. Effective Immediately.

Notwithstanding the provisions of the City Charter, this Ordinance shall become effective immediately upon its adoption at this meeting pursuant to Section 1201.028, Texas Government Code.

[*Signature Page Follows.*]

PRESENTED, FINALLY PASSED AND APPROVED, AND EFFECTIVE on the 24th day of March, 2016, at a regular meeting of the City Council of the City of Lubbock, Texas.

GLEN C. ROBERTSON, Mayor

ATTEST:

REBECCA GARZA, City Secretary

[SEAL]

APPROVED AS TO CONTENT:

By: Linda Cuellar
LINDA CUELLAR, Acting Executive Director of Finance

APPROVED AS TO FORM:

By:
JERRY V. KYLE, JR., Bond Counsel

Signature Page for Ordinance

HOU:3646023.1

EXHIBIT A

DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION*

The following information is referred to in Article XII of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or other headings of the Official Statement referred to) below:

1. The portions of the financial statements of the City appended to the Official Statement as APPENDIX B, but for the most recently concluded fiscal year.

2. Statistical and financial data set forth in the Official Statement in "APPENDIX A - FINANCIAL INFORMATION REGARDING THE CITY" (Tables 1-5 and 7-17).

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in Paragraph 1 above.

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* Subject to any changes prescribed by the Pricing Certificate.

EXHIBIT B

SALE PARAMETERS

In accordance with Section 7.01(a) of the Ordinance, the following conditions with respect to the Certificates must be satisfied in order for the Authorized Officer to act on behalf of the City in selling and delivering the Certificates to the Underwriters:

(a) the price to be paid for the Certificates shall not be less than 90% of the aggregate principal amount of the Certificates;

(b) the Certificates shall not bear interest at a rate greater than the maximum rate allowed by Chapter 1204, Texas Government Code, as amended;

(c) the aggregate principal amount of the Certificates shall produce proceeds in an amount sufficient, as determined by the Authorized Officer, to fund the purposes described in Section 3.01 and such aggregate principal amount shall not exceed the maximum amount authorized in Section 3.01;

(d) the maximum maturity for the Certificates shall not exceed twenty-one (21) years from the date of their delivery; and

(e) the Certificates to be issued, prior to delivery, must have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long term obligations.

EXHIBIT C

FORM OF THE CERTIFICATES

The form of the Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be generally as follows, provided, however, that the substantially final form of the Certificates shall be set forth in or attached to the Pricing Certificate and shall incorporate and reflect the final terms of the Certificates set forth in the Pricing Certificate:

(a) Form of Certificate.

REGISTERED
No. _____

REGISTERED
$_____

United States of America
State of Texas
County of Lubbock
CITY OF LUBBOCK, TEXAS
TAX AND WATERWORKS SYSTEM SURPLUS REVENUE
CERTIFICATES OF OBLIGATION
SERIES 2016

INTEREST RATE:	MATURITY DATE:	CERTIFICATE DATE:	CUSIP NUMBER:
_____%	_____	_____[1]	_____

The City of Lubbock (the "City"), in the County of Lubbock, State of Texas, for value received, hereby promises to pay to

_____

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

unless this Certificate shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the Certificate Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on February 15 and

[1] Information to be inserted from Pricing Certificate.

August 15 of each year, commencing _____[2]. All capitalized terms used herein but not defined shall have the meaning assigned to them in the Ordinance (defined below).

The principal of this Certificate shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Certificate at the corporate trust office in Dallas, Texas (the "Designated Payment/Transfer Office"), of _____, the initial Paying Agent/Registrar, or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Certificate is payable by check dated as of the interest payment date, and will be mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the registered owner; provided, however, such registered owner shall bear all risk and expenses of such customary banking arrangement. At the option of an Owner of at least $1,000,000 principal amount of the Certificates, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar. For the purpose of the payment of interest on this Certificate, the registered owner shall be the person in whose name this Certificate is registered at the close of business on the "Record Date," which shall be the last Business Day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled payment date and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by first-class United States mail, postage prepaid, to the address of each owner of a Certificate appearing in the registration books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Certificate is one of a series of fully registered certificates specified in the title hereof issued in the aggregate principal amount of $_____[3] (herein referred to as the "Certificates"), issued pursuant to a certain ordinance of the City (the "Ordinance") for the purpose of paying contractual obligations to be incurred for authorized public improvements (collectively, the "Project"), as described in the Ordinance, and to pay the contractual obligations for professional services of attorneys, financial advisors and other professionals in connection with the Project and the issuance of the Certificates.

[2] Information to be inserted from Pricing Certificate.
[3] Information to be inserted from Pricing Certificate.

[The City has reserved the option to redeem the Certificates maturing on or after February 15, 20___, in whole or in part, before their respective scheduled maturity dates, on _____, 20___, or on any date thereafter, at a price equal to the principal amount of the Certificates so called for redemption plus accrued interest to the date fixed for redemption. If less than all of the Certificates are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot or other customary method that results in a random selection the Certificates, or portions thereof, within such maturity and in such principal amounts, for redemption.][4]

[Certificates maturing on February 15 in each of the years ____ through ___, inclusive (the "Term Certificates"), are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the City, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

Term Certificates Maturing February 15, 20____

Redemption Date	Principal Amount
February 15, 20_	
February 15, 20_	
February 15, 20_ (maturity)	

The Paying Agent/Registrar will select by lot or by any other customary method that results in a random selection the specific Term Certificates (or with respect to Term Certificates having a denomination in excess of $5,000, each $5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Certificates required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Certificates which, at least forty-five (45) days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.][5]

Notice of such redemption or redemptions shall be given by first class mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the registered owner of each of the Certificates to be redeemed in whole or in part. In the Ordinance, the City reserves the right in the case of an optional redemption to give notice of its election or direction to redeem Certificates conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if

[4] Insert optional redemption provisions, if any, and revise as necessary to conform to the Pricing Certificate.
[5] Insert mandatory sinking fund redemption provisions, if any, and conform as necessary to the Pricing Certificate.

the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected owners. Any Certificates subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Certificate is transferable upon surrender of this Certificate for transfer at the designated office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Certificates of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Certificate called for redemption where such redemption is scheduled to occur within forty five (45) calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Certificate.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Certificate is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Certificate is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Certificate be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Certificate and the series of which it is a part is duly authorized by law; that all acts, conditions, and things to be done precedent to and in the issuance of the Certificates have been properly done and performed and have happened in regular and due time, form, and manner as required by law; that ad valorem taxes upon all taxable property in the City have been levied for and pledged to the payment of the debt service requirements of the Certificates within the limit prescribed by law; that, in addition to said taxes, further provisions have been made for the payment of the debt service requirements of the Certificates by pledging to such purpose Surplus Revenues, as defined in the Ordinance, derived by the City from the operation of the Waterworks System in an amount limited to $1,000; that when so collected, such taxes and Surplus Revenues shall be appropriated to such purposes; and that the total indebtedness of the City, including the Certificates, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Certificate to be executed by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed or placed in facsimile on this Certificate.

_____
Mayor, City of Lubbock, Texas

_____
City Secretary,
City of Lubbock, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate. The following Comptroller's Registration Certificate may be deleted from the definitive Certificates if such certificate on the Initial Certificate is fully executed.

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
OF THE STATE OF TEXAS	§	

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Certificate has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation of the City of Lubbock, Texas; and that this Certificate has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _____.

[SEAL]

_____
Comptroller of Public Accounts
of the State of Texas

(c) Form of Certificate of Paying Agent/Registrar. The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Certificate of this series of Certificates was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Certificates referred to in the within-mentioned Ordinance.

_____,
as Paying Agent/Registrar

Dated: _____ By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee):

_____

_____

_____

_____

(Social Security or other identifying number: _____) the within Certificate and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

_____
Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) The Initial Certificate shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Certificate the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below"; and

(ii) in the first paragraph of the Certificate, the words "on the Maturity Date specified above" shall be deleted and the following will be inserted: "on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years	Principal Installments	Interest Rate

(Information to be inserted from the Pricing Certificate pursuant to Section 3.02 of this Ordinance)

City of Lubbock, TX
Finance Department
Tax and Waterworks System Surplus Revenue Certificates of Obligation, Series 2016
Projects Funded by this Issue

ADMINISTRATIVE SERVICES

Municipal Facilities Replacement/Renovations Funded by 2016 CO: **$52,800,000**

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

AIRPORT

Terminal Building Remodel – Design Only Funded by 2016 CO: **$283,605**

Address airport facilities areas of concern such as security inspection space, checked baggage screening, existing window system, and handicap accessibility issues to meet the requirements of the FAA. Terminal building re-roofing and HVAC improvements will also be included in the project.

CBD TIF

Underground Utilities Funded by 2016 CO: **$750,000**

Design, relocation, and upgrade of public utility infrastructure in downtown Lubbock as recommended by the Downtown Redevelopment Plan.

Gateways Funded by 2016 CO: **$1,500,000**

Construct gateways and green spaces in the Central Business District TIF.

INTERNAL SERVICES

Upgrade 800 MHZ Radio System to P25 Compliance - 10 Year Funded by 2016 CO: **$3,335,000**

Upgrade the City radio system to P25 compliance. Phase IV consists of adding six C3 radio dispatch consoles, ten master V channels to the primary site, four master V channels to the west tower, changing 565 non-P25 compliant radios to P25 compliant radios, and upgrading 273 radios to P25 compliance.

NORTH OVERTON TIF

North Overton TIF Public Improvements - 10 Year Funded by 2016 CO: **$1,500,000**
Construction of public improvements in the right-of-way for the remaining undeveloped tracts. Also included in the project is the repair or replacement of public improvements in the right-of-way for already developed areas and any other replacement of original construction that is needed.

PUBLIC SAFETY

Emergency Operations Center Funded by 2016 CO: **$6,070,000**
Construction of a new Emergency Operations Center at the Fire Administration Complex. The Emergency Operations Center will be approximately 12,000 square feet to accommodate a full and sustained activation of the City's Emergency Management Program during catastrophic events.

PUBLIC WORKS

Erskine Street – Indiana Avenue to Quaker Avenue Funded by 2016 CO: **$1,478,515**
Construction of full width paving on an 88-foot wide T-2 designated thoroughfare on Erskine Street from Indiana Avenue to Quaker Avenue, with three traffic lanes in each direction and a continuous left turn lane.

Street Maintenance Program – 10 Year Funded by 2016 CO: **$3,071,837**
Micro-surfacing, asphalt rejuvenation, asphalt milling, asphalt milling and overlay, full or partial depth pavement repair, total reconstruction, patching, crack sealing, concrete joint sealing, and brick street repair.

Communication System Expansion Funded by 2016 CO: **$350,000**
Expand the fiber communications for approximately 40 miles, and improve detection at 96 signalized intersections. The extension of the fiber communication will provide bandwidth for other city department facilities.

SOLID WASTE

Cell 5 Development 2252 – 10 Year Funded by 2016 CO: **$4,985,182**
Excavation of soil from a 17.8 acre area for a fifth cell at the landfill. The cell will be 1,550 feet long, 500 feet wide, and average 58 feet in depth. Once excavation is complete, a geocomposite liner and leachate system will be installed and covered with 2 feet of soil. The cell development will also include construction of litter fencing to control and manage windblown litter,

installation of a concrete pad at the fuel site, seeding of excavated soil stockpile, and installation of an additional leachate evaporation pond.

Cell VI Final Expansion at 69 – 7 Year Funded by 2016 CO: **$536,767**
Completion of excavation and lining of an area immediately east of the existing lined cell area. The new cell will provide an additional three years of space for construction and demolition material.

Landfill 69 Gas Collection System Replacement – 7 Year Funded by 2016 CO: **$352,550**
Excavate the methane gas lines that collect gas from the eastern portion of the landfill and either replace or regrade the lines to maximize methane gas flow to the flare.

WASTEWATER

Sewer Line Replacement Funded by 2016 CO: **$204,391**
Replacement of deteriorated or damaged sanitary sewer lines and manholes.

Sewer Lines Ahead of Street Paving Funded by 2016 CO: **$300,000**
Installation of sewer lines ahead of municipal, county, and state paving projects including but not limited to Gateway Paving Projects.

Water Reclamation Plant Replacements – 10 Year Funded by 2016 CO: **$500,000**
Purchase and install new equipment; modify and/or rehabilitate existing equipment, facility, and piping system; and other major maintenance activities.

Northwest Water Reclamation Plant Funded by 2016 CO: **$18,500,000**
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 five million gallons of wastewater a day with the ability to expand to fifteen 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.

SEWRP Emergency Generator and Switch Gear – 10 Year Funded by 2016 CO: **$250,000**
Design and construct a generator facility to ensure electrical power to Lift Station 48 prior to the headworks and the Plant 4 intermediate lift station to maintain pump capacity during power outages. Design and install automatic switch gear on effluent pump station 2 to ensure automatic start of effluent pumps during power outages.

Drying Bed Rehabilitation Funded by 2016 CO: **$655,000**
Rehabilitation of the drying beds located at the Southeast Water Reclamation Plant.

WATER

Water Treatment Plant Improvements – 10 Year Funded by 2016 CO: **$6,000,000**
Purchase and install new equipment; modify existing equipment, facility and treatment system, and other major maintenance activities at the North Water Treatment Plant.

Water Lines Ahead of Street Pavings Funded by 2016 CO: **$1,300,000**
Relocate and install water lines ahead of municipal, county, and state paving projects and future development including but not limited to the Gateway Paving Project.

Bailey County Well Field Supply Line/Pumping System Funded by 2016 CO: **$9,467,915**
This project will add a new branch to the Bailey County Well Field (BCWF) supply line to relocate the main system connection directly to pump station No. 7. This will by-pass the aged Low Head B pump station which will be demolished. Pump station No. 7 will either be relocated or rehabilitated, and pump station No. 9 will be rehabilitated.

Total 2016 Certificates of Obligation **$114,190,762**

Regular City Council Meeting **7. 10.**

Meeting Date: 03/24/2016

Information

Agenda Item

Ordinance 1st Reading - Accounting: Consider an ordinance providing for the issuance of City of Lubbock, Texas, General Obligation Refunding Bonds, Series 2016; levying a tax in payment thereof; providing for the award of the sale thereof in accordance with specified parameters; approving the official statement; approving execution of a purchase contract and escrow agreement; and enacting other provisions relating thereto.

Item Summary

Upon approval of this ordinance, the City will be able to sell the General Obligation Refunding Bonds (Bonds) on a negotiated basis. The ordinance authorizing the issuance of the Bonds is a “parameters ordinance" delegating authority to the Mayor, City Manager, or Executive Director of Finance (each an Authorized Officer) to determine the timing, terms, and interest rates, of the issuance. The ordinance expires after a six month period and designates parameters to which the Authorized Officers must conform to execute the sale of the Bonds. The delegated authority allows the City to attain the most attractive rates and terms by offering the Bonds when market conditions are favorable.

The following conditions must be satisfied in order for the Authorized Officers to act on behalf of the City in selling and delivering the Bonds to the Underwriters: a) the price to be paid for the Bonds shall not be less than 90% of the aggregate principal of such Bonds; b) the Bonds shall not bear interest at a rate greater than the maximum rate allowed by Chapter 1204, Texas Government Code, as amended; c) the aggregate principal amount of the Bonds shall produce proceeds in an amount sufficient to refund the Refunded Obligations and related issuance costs; d) such aggregate principal amount shall not exceed $45,000,000; e) the refunding of the Refunded Obligations shall result in a positive gross debt service savings and a net present value savings of at least five percent (5%); f) the final date of maturity for the Bonds shall not exceed February 15, 2034; and g) the Bonds to be issued, prior to delivery, must have been rated by a nationally recognized agency for municipal securities in one of the four highest rating categories for long term obligations.

The City will sell the Bonds on a negotiated basis. The City and RBC Capital Markets, the City’s financial advisor, will negotiate purchase prices for the Bonds with the City’s underwriters (Citigroup, George K Baum, Hutchinson Shockley Erley & Co, and Wells Fargo Securities). The City’s outstanding bonds and certificates of obligation that could potentially be refunded in this financing are listed in Schedule I. The City desires to refund all or a portion of those outstanding obligations in order to achieve interest rate savings.

Pursuant to Section 1201.028(3), Texas Government Code, the authorization of a public security is effective immediately with only one reading of the ordinance. The ordinance excludes certain information that is unknown as of the printing of the backup material. Examples include annual principal and interest amounts and maturity dates. Once negotiations have concluded, the final results will be provided to the City Council.

A draft preliminary official statement is available in the City Secretary’s office.

Fiscal Impact

Annual payments will be made from the revenues of the City. The bond proceeds will be used to refund prior year bonds and pay cost of issuance related to the financing.

Staff/Board Recommending

Linda Cuellar, Interim Finance Director

Attachments

Ordinance - General Obligation Refunding Bonds

Ordinance No. 2016 - _____

ORDINANCE

relating to

CITY OF LUBBOCK, TEXAS
GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2016

Adopted: March 24, 2016

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AN ORDINANCE PROVIDING FOR THE ISSUANCE OF CITY OF LUBBOCK, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016; LEVYING A TAX IN PAYMENT THEREOF; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; APPROVING THE OFFICIAL STATEMENT; APPROVING EXECUTION OF A PURCHASE CONTRACT AND ESCROW AGREEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, there are presently outstanding certain obligations of the City of Lubbock, Texas (the "City") described on Schedule I attached hereto (collectively, the "Refunded Obligation Candidates");

WHEREAS, the City now desires to refund all or a portion of such Refunded Obligation Candidates (such refunded obligations to be hereinafter referred to as the "Refunded Obligations");

WHEREAS, Chapter 1207, Texas Government Code, as amended ("Chapter 1207") authorizes the City to issue refunding bonds and to deposit the proceeds from the sale thereof, together with any other available funds or resources, directly with the paying agent for any of the Refunded Obligations or a trust company or commercial bank, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations;

WHEREAS, Chapter 1207 further authorizes the City to enter into an escrow agreement with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit;

WHEREAS, the City Council hereby finds and determines that the refunding contemplated by this Ordinance will benefit the City by providing present value debt service savings in an amount or amounts to be certified in the Pricing Certificate (hereinafter defined), and that such benefit is sufficient consideration for the issuance of refunding bonds, as provided by this Ordinance, and the refunding of the Refunded Obligations;

WHEREAS, the City Council hereby finds and determines that it is necessary and in the best interest of the City and its citizens that it authorize by this Ordinance the issuance of bonds, in one or more series, the proceeds of which will be sufficient to (i) refund the Refunded Obligations and (ii) pay costs of issuance of such bonds;

WHEREAS, the City is an "Issuer" within the meaning of Chapter 1371, Texas Government Code ("Chapter 1371"), as amended, and the City Council desires to delegate, pursuant to Chapter 1207 and Chapter 1371 and the parameters of this Ordinance, to the Authorized Officer, the authority to approve the principal amount, the interest rate, the number of series, the price and the terms of the Bonds authorized hereby and to otherwise take such actions as are necessary and appropriate to effect the sale of the Bonds and to select the specific maturities or series of Refunded Obligation Candidates to be refunded;

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; therefore,

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

ARTICLE I
DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01 Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

"Authorized Officer" means each of the Mayor, City Manager and the Executive Director of Finance, acting individually.

"Bond" means any of the Bonds.

"Bond Date" means the date designated as the initial date of the Bonds by Section 3.02(a) of this Ordinance.

"Bonds" means the City's bonds authorized to be issued by Section 3.01 of this Ordinance.

"Business Day" means any day other than a Saturday, Sunday or legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close.

"City" means the City of Lubbock, Texas.

"Closing Date" means the date of the initial delivery of and payment for the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, enacted on or before the Issue Date.

"Computation Date" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Designated Payment/Transfer Office" means the Designated Payment/Transfer Office, as designated in the Paying Agent/Registrar Agreement, or such other location designated by the Paying Agent/Registrar.

"DTC" means The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"EMMA" means the Electronic Municipal Market Access System.

"Escrow Agent" means the place of payment for the Refunded Obligations or the trust company or commercial bank identified in the Escrow Agreement, and its successors in such capacity.

"Escrow Agreement" means an agreement between the City and the Escrow Agent pertaining to the defeasance of Refunded Obligations, as described in Section 14.03 of this Ordinance.

"Escrow Fund" means the fund by that name established in the Escrow Agreement.

"Escrow Securities" has the meaning assigned in the Escrow Agreement.

"Event of Default" means any event of default as defined in Section 10.01 of this Ordinance.

"Gross Proceeds" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Initial Bond" means the initial bond authorized by Section 3.04 of this Ordinance.

"Interest and Sinking Fund" means the interest and sinking fund or funds established by Section 2.02 of this Ordinance.

"Interest Payment Date" means the date or dates on which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, as set forth in the Pricing Certificate.

"Investment" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Issue Date" means the date on which the Bonds are delivered against payment therefor.

"MSRB" means the Municipal Securities Rulemaking Board.

"Net Sale Proceeds" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Official Statement" means the document described in Section 7.01(c) prepared for dissemination to potential investors in connection with the public offering and sale of the Bonds.

"Owner" means the person who is the registered owner of a Bond or Bonds, as shown in the Register.

"Paying Agent/Registrar" means the bank or trust company identified in the Paying Agent/Registrar Agreement referred to in Section 5.01 of this Ordinance, or any successor thereto as provided in this Ordinance.

"Preliminary Official Statement" means the document described in Section 7.01(c) prepared for dissemination to potential investors prior to the availability of the final Official Statement.

"Pricing Certificate" means a certificate signed by an Authorized Officer establishing the terms and features of the Bonds in accordance with Section 7.01 hereof.

"Proceeds" has the meaning stated in Section 1.148-1(b) of the Regulations.

"Purchase Contract" means any purchase contract described in Section 7.01(b) of this Ordinance.

"Rebate Amount" has the meaning stated in Section 1.148-3 of the Regulations.

"Record Date" means the date specified in the Pricing Certificate.

"Refunded Obligation Candidates" means the obligations of the City described in Schedule I attached hereto.

"Refunded Obligations" means the Refunded Obligation Candidates designated as Refunded Obligations in the Pricing Certificate.

"Register" means the Register specified in Section 3.06(a) of this Ordinance.

"Regulations" means the final or temporary Income Tax Regulations applicable to the Bonds issued pursuant to Sections 141 through 150 of the Code. Any reference to a section of the Regulations shall also refer to any successor provision to such section hereafter promulgated by the Internal Revenue Service pursuant to Sections 141 through 150 of the Code and applicable to the Bonds.

"Representation Letter" means the Blanket Letter of Representations between the City and DTC.

"Representative" means the representative for the Underwriters named in the Purchase Contract.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Series 2016 Certificates of Obligation" means the City's Tax and Waterworks System Surplus Revenue Certificates of Obligation, Series 2016, authorized to be issued in accordance with the terms of an ordinance of the City adopted concurrently with this Ordinance.

"Special Payment Date" means the Special Payment Date prescribed by Section 3.03(b).

"Special Record Date" means the Special Record Date prescribed by Section 3.03(b).

"Term Bonds" has the meaning set forth in Section 4.03 hereof.

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of principal of or interest on the Bonds as the same come due and payable and remaining unclaimed by the Owners of such Bonds after the applicable payment or redemption date.

"Underwriters" means the Underwriters named in the Purchase Contract.

"Yield of"

(i) any Investment shall be computed in accordance with Section 1.148-5 of the Regulations, and

(ii) the Bonds shall be computed in accordance with Section 1.148-4 of the Regulations.

Section 1.02 Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03 Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04 Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Any action required to be taken on a date which is not a Business Day shall be done on the next succeeding Business Day and have the same effect as if done on the date so required.

(c) Any duty, responsibility, privilege, power or authority conferred by this Ordinance upon an officer shall extend to an individual who occupies such office in an interim, acting or provisional capacity.

(d) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

(e) Should the Series 2016 Certificates of Obligation not be sold pursuant to the ordinance authorizing their issuance, references in this Ordinance thereto shall be deemed surplusage.

ARTICLE II
SECURITY FOR THE BONDS; INTEREST AND SINKING FUND

Section 2.01 Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each succeeding year thereafter while any of the Bonds or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the City, at a rate sufficient, within the limits prescribed by law, to pay the debt service requirements of the Bonds, being (i) the interest on the Bonds, and (ii) a sinking fund for their redemption at maturity or a sinking fund of two percent (2%) per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the City most recently approved in accordance with law and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Bonds when and as due and payable in accordance with their terms and this Ordinance.

(d) If the lien and provisions of this Ordinance shall be released in a manner permitted by Article XI hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit. In determining the aggregate principal amount of outstanding Bonds, there shall be subtracted the amount of any Bonds that have been duly called for redemption and for which money has been deposited with the Paying Agent/Registrar for such redemption.

Section 2.02 Interest and Sinking Fund.

(a) The City hereby establishes a special fund to be designated as the "City of Lubbock, Texas, General Obligation Refunding Bonds, Series 2016, Interest and Sinking Fund," or such other designation as is set forth in the Pricing Certificate, said fund to be maintained at an official depository of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in or required by this Ordinance to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on and principal of the Bonds when and as due and payable in accordance with their terms and this Ordinance.

ARTICLE III
AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01 Authorization.

The City's bonds, to be designated "City of Lubbock, Texas, General Obligation Refunding Bonds, Series 2016," or such other designation or designations as set forth in the Pricing Certificate, are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including specifically Chapter 1207, Chapter 1371, and Article VIII of the Charter of the City. The Bonds shall be issued in one or more series, from time to time, on the dates and in the principal amount designated in the Pricing Certificate therefor, for the purposes of (i) refunding the Refunded Obligations and (ii) paying the costs of issuing the Bonds and refunding the Refunded Obligations. The aggregate principal amount of all Bonds issued pursuant to this Ordinance shall not exceed $45,000,000.

Section 3.02 Date, Denomination, Maturities and Interest.

(a) The Bonds shall be dated the date set forth in the Pricing Certificate. The Bonds shall be in fully registered form, without coupons, in the denomination of $5,000 or any integral multiple thereof, and shall be numbered separately from one upward, except the Initial Bond, which shall be numbered T-1, or in such other manner provided in the Pricing Certificate.

(b) The Bonds shall mature on the date or dates, in the years and in the principal amounts set forth in the Pricing Certificate; provided, that the maximum maturity for the Bonds shall not exceed the number of years set forth in Exhibit B.

(c) Interest shall accrue and be paid on each Bond respectively until its maturity or prior redemption, from the later of the date set forth in the Pricing Certificate or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the Pricing Certificate. Such interest shall be payable on each Interest Payment Date until maturity or prior redemption. Interest on the Bonds shall be calculated on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each, or on such other basis as set forth in the Pricing Certificate.

Section 3.03 Medium, Method and Place of Payment.

(a) The principal of and interest on the Bonds shall be paid in lawful money of the United States of America.

(b) Interest on the Bonds shall be payable to the Owners as shown in the Register at the close of business on the Record Date; provided, however, in the event of nonpayment of interest on a scheduled Interest Payment Date and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") shall be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be fifteen (15) days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by first-class United States mail, postage prepaid,

to the address of each Owner of a Bond appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) Interest shall be paid by check, dated as of the Interest Payment Date, and sent by United States mail, first class postage prepaid, by the Paying Agent/Registrar to each Owner, at the address thereof as it appears in the Register, or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, that the Owner shall bear all risk and expense of such other banking arrangement. At the option of an Owner of at least $1,000,000 principal amount of the Bonds, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar.

(d) The principal of each Bond shall be paid to the Owner thereof on the due date (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(f) Unclaimed Payments shall be segregated in a special escrow account and held in trust, uninvested by the Paying Agent/Registrar, for the accounts of the Owners of the Bonds to which the Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains three years after the retirement of all outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any Owners of such Bonds for any further payment of such unclaimed monies or on account of any such Bonds, subject to Title 6 of the Texas Property Code.

Section 3.04 Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the

delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Bond has been duly approved by the Attorney General of the State of Texas, that it is a valid and binding obligation of the City and that it has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Bond of each series reflecting the terms set forth in the Pricing Certificate and representing the entire principal amount of all Bonds of such series, payable in stated installments to the Representative, or its designee, executed by the Mayor and City Secretary of the City by their manual or facsimile signatures, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Representative or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver a single registered, definitive Bond for each maturity, in the aggregate principal amount thereof, to DTC on behalf of the Underwriters.

Section 3.05 Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment as provided herein (except interest shall be paid to the person in whose name such Bond is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.06 Registration, Transfer and Exchange.

(a) So long as any Bonds remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Ordinance.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar

with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any denomination or denominations of any integral multiple of $5,000 and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) Each exchange Bond delivered by the Paying Agent/ Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for any different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond called for redemption, in whole or in part, where such redemption is scheduled to occur within forty five (45) calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.07 Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records shall be made regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall then return such cancelled Bonds to the City or may in accordance with law destroy such cancelled Bonds and periodically furnish the City with certificates of destruction of such Bonds.

Section 3.08 Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and shall authenticate and deliver in exchange therefor Bonds of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09 Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.10 Book-Entry Only System.

Notwithstanding any other provision hereof, upon initial issuance of the Bonds, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC. The definitive Bonds shall be initially issued in the form of a single separate fully registered certificate for each of the maturities thereof.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a bondholder, as shown in the Register of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of and interest on such Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

The Representation Letter previously executed and delivered by the City, and applicable to the City's obligations delivered in book-entry-only form to DTC as securities depository is hereby ratified and approved for the Bonds.

Section 3.11 Successor Securities Depository; Transfer Outside Book-Entry Only System.

In the event that the City determines that it is in the best interest of the City and the beneficial owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 3.12 Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE IV
REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01 Limitation on Redemption.

The Bonds shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.02 Optional Redemption.

(a) The City reserves the option to redeem Bonds in the manner provided in the Form of Bond attached hereto as Exhibit C, with such changes as are required by the Pricing Certificate.

(b) If less than all of the Bonds are to be redeemed pursuant to an optional redemption, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot, or by any other customary method that results in a random selection, the Bonds, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(c) The City, at least forty-five (45) days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Bonds to be redeemed.

Section 4.03 Mandatory Sinking Fund Redemption.

Bonds designated as "Term Bonds," if any, in the Pricing Certificate are subject to scheduled mandatory redemption and will be redeemed by the City, out of moneys available for such purpose in the Interest and Sinking Fund, in the manner provided in the Form of Bond attached hereto as Exhibit C, with such changes as are required by the Pricing Certificate. Term Bonds shall be subject to mandatory redemption at the price, on the dates, and in the respective principal amounts set forth in the Pricing Certificate.

Section 4.04 Partial Redemption.

(a) A portion of a single Bond of a denomination greater than $5,000 may be redeemed, but only in a principal amount equal to $5,000 or any integral multiple thereof. If such a Bond is to be partially redeemed, the Paying Agent/Registrar shall treat each $5,000 portion of the Bond as though it were a single Bond for purposes of selection for redemption.

(b) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

(c) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Bond as to which only a portion thereof is to be redeemed.

Section 4.05 Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first class postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) The City reserves the right to give notice of its election or direction to redeem Bonds under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain outstanding, and the

rescission shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.06 Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

Section 4.07 Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.05 of this Ordinance and subject to any conditions or rights reserved by the City under Section 4.05(c), the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in its obligation to make provision for the payment of the principal thereof, or accrued interest thereon, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall remain outstanding and continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same by the City.

Section 4.08 Lapse of Payment.

Money set aside for the redemption of Bonds and remaining unclaimed by the Owners of such Bonds shall be subject to the provisions of Section 3.03(f) hereof.

ARTICLE V
PAYING AGENT/REGISTRAR

Section 5.01 Appointment of Paying Agent/Registrar.

The form of Paying Agent/Registrar Agreement presented at the meeting at which this Ordinance was approved and the appointment of the Paying Agent/Registrar identified therein are hereby approved.

The Mayor is hereby authorized and directed to execute the Paying Agent/Registrar Agreement with the Paying Agent/Registrar, specifying the duties and responsibilities of the City and the Paying Agent/Registrar, in substantially the form presented at the meeting at which this Ordinance was approved with such changes as may be approved by an Authorized Officer. The signature of the Mayor shall be attested by the City Secretary.

Section 5.02 Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 5.03 Maintaining Paying Agent/Registrar.

(a) At all times while any Bonds are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04 Termination.

The City, upon not less than sixty (60) days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.05 Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by United States mail, first class postage prepaid, at the address in the Register thereof, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06 Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07 Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI
FORM OF THE BONDS

Section 6.01 Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Bonds, (i) shall be generally in the form set forth in Exhibit C hereto, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and the Pricing Certificate, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02 CUSIP Registration.

The City or the Representative may secure identification numbers through CUSIP Global Services, managed on behalf of the American Bankers Association by Standard & Poor's Financial Services LLC, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.03 Legal Opinion.

The approving legal opinion of Andrews Kurth LLP, Bond Counsel, may be attached to or printed on the reverse side of each Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

Section 6.04 Statement of Insurance.

A statement relating to a municipal bond insurance policy, if any, to be issued for the Bonds may be printed on or attached to each Bond.

ARTICLE VII
SALE AND DELIVERY OF BONDS; DEPOSIT OF PROCEEDS

Section 7.01 Sale of Bonds; Official Statement.

(a) The Bonds shall be sold at negotiated sale to the Underwriters in accordance with the terms of this Ordinance, including this Section 7.01(a) and Exhibit B hereto, provided that all of the conditions set forth in Exhibit B can be satisfied. As authorized by Chapter 1207 and Chapter 1371, an Authorized Officer is authorized to act on behalf of the City, upon determining that the conditions set forth in Exhibit B can be satisfied, in selling and delivering the Bonds, from time to time, and carrying out the other procedures specified in this Ordinance, including determining (i) the total aggregate principal amount and the number of series of the Bonds, (ii) the date(s) on which the Bonds of each series will be sold and delivered, (iii) whether to acquire bond insurance for the Bonds, (iv) the price at which the Bonds will be sold, (v) the Refunded Obligation Candidates to be refunded by the Bonds, and their redemption dates, (vi) the number and any additional or different title or designation for the Bonds to be issued, (vii) the form in which the Bonds shall be issued, (viii) the dates on which the Bonds will mature, the principal amount to mature in each year, the rate of interest to be borne by each such maturity, the interest payment dates, and the initial date from which interest will accrue, (ix) the dates, prices and other terms upon and at which the Bonds shall be subject to redemption prior to maturity (including terms for optional and mandatory sinking fund redemption), and (x) all other terms and provisions of the Bonds and all other matters relating to the issuance, sale and delivery thereof and the refunding of the Refunded Obligations, all of which shall be specified in the Pricing Certificate.

The Authorized Officer may approve modifications to this Ordinance to conform to the terms of the Bonds, as approved by the Authorized Officer, and execute any instruments, agreements and other documents as the Authorized Officer shall deem necessary or appropriate in connection with the issuance, sale and delivery of Bonds pursuant to this Ordinance.

The authority granted to the Authorized Officer under this Section 7.01(a) shall expire at 11:59 p.m., on the 180th day following the date of this Ordinance (the "Expiration Date"), unless otherwise extended by the City Council by separate action. Bonds sold pursuant to a Purchase Contract executed on or before the Expiration Date may be delivered after such date.

In satisfaction of Section 1201.022(a)(3), Texas Government Code, the City Council hereby determines that the delegation of the authority to the Authorized Officer to approve the final terms and conditions of each series of the Bonds as set forth in this Ordinance is, and the decisions made by the Authorized Officer pursuant to such delegated authority and incorporated in a Pricing Certificate will be, in the best interests of the City and shall have the same force and effect as if such determination were made by the City Council, and the Authorized Officer is hereby authorized to make and include in a Pricing Certificate an appropriate finding to that effect. Any finding or determination made by the Authorized Officer relating to the issuance and sale of

the Bonds and the execution of the Purchase Contract in connection therewith shall have the same force and effect as a finding or determination made by the City Council.

(b) The Authorized Officer is hereby authorized and directed to execute and deliver a purchase contract (the "Purchase Contract") in the form and on the terms approved by the Authorized Officer and all other officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the terms and conditions set out therein and to provide for the issuance and delivery of the Bonds. At the direction of the Authorized Officer, the Bonds and the Series 2016 Certificates of Obligation may be sold, but are not required to be sold, pursuant to the terms of a common Purchase Contract.

(c) The form and substance of the Preliminary Official Statement and any addenda, supplement or amendment thereto, are hereby in all respects approved and adopted for use in connection with the public offering and sale of the Bonds with such appropriate variations as shall be approved by the Authorized Officer, and the Preliminary Official Statement is hereby deemed final as of its date within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The Authorized Officer is hereby authorized and directed to cause to be prepared a final Official Statement (the "Official Statement") incorporating applicable pricing information and other terms pertaining to the Bonds, and to execute the same by manual or facsimile signature and deliver appropriate numbers of executed copies thereof to the Underwriters. The Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the Authorized Officer and the Underwriters, may be used by the Underwriters in the public offering and sale of the Bonds. The use and distribution of the Preliminary Official Statement, and the preliminary public offering of the Bonds by the Underwriters, is hereby approved and confirmed. The Authorized Officer may direct the preparation of a common Official Statement for the Bonds and the Series 2016 Certificates of Obligation.

(d) All officers of the City are authorized to execute such documents, certificates, receipts and other instruments as they may deem appropriate in order to consummate the delivery of the Bonds in accordance with the terms of sale therefor including, without limitation, the Purchase Contract.

(e) The obligation of the Underwriters to accept delivery of the Bonds is subject to the closing conditions set forth in the Purchase Contract being satisfied, including specifically the Underwriters being furnished with the final, approving opinion of Andrews Kurth LLP, bond counsel for the City, which opinion shall be dated as of and delivered on the Closing Date.

Section 7.02 Control and Delivery of Bonds.

(a) The Authorized Officer of the City is hereby authorized to have control of the Initial Bonds and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the Underwriters under and subject to the general supervision and direction of the Authorized Officer, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor or City Secretary is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem and the Assistant City Secretary, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tem and the Assistant City Secretary shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor and City Secretary, respectively.

Section 7.03 Deposit of Proceeds.

Proceeds from the sale of the Bonds shall be applied in accordance with the provisions set forth in the Pricing Certificate, which may provide for the creation of any special accounts deemed necessary or appropriate by the Authorized Officer.

ARTICLE VIII
INVESTMENTS

Section 8.01 Investments.

(a) Money in the Interest and Sinking Fund created by this Ordinance and any special accounts provided for in the Pricing Certificate pursuant to Section 7.03, at the City's option, may be invested in such securities or obligations as permitted under applicable law. The Authorized Officer, and any other officer of the City authorized to make investments on behalf of the City, are hereby authorized and directed to execute and deliver, on behalf of the City, any and all investment agreements, guaranteed investment contracts or repurchase agreements in connection with the investment of moneys on deposit in the Interest and Sinking Fund and any accounts provided for in the Pricing Certificate pursuant to Section 7.03, but only to the extent such investment agreements, guaranteed investment contracts or repurchase agreements are authorized investments under applicable law.

(b) Any securities or obligations in which money in the Interest and Sinking Fund is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.02 Investment Income.

(a) Interest and income derived from investment of the Interest and Sinking Fund shall be credited to such fund.

(b) The investment and application of money in the Escrow Fund shall be in accordance with the provisions of the Escrow Agreement.

ARTICLE IX
PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01 Payment of the Bonds.

On or before each Interest Payment Date for the Bonds and while any of the Bonds are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such interest on and principal of the Bonds as will accrue or mature on the applicable Interest Payment Date, maturity date or date of prior redemption.

Section 9.02 Other Representations and Covenants.

(a) The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Bond; the City will promptly pay or cause to be paid the principal of and interest on each Bond on the dates and at the places and manner prescribed in such Bond; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 9.03 Federal Income Tax Exclusion.

(a) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which, if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City shall have received a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(b) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall, at all times after the Issue Date of any Bond and prior to the last stated maturity of the Bonds

(i) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed directly or indirectly with Gross Proceeds of such Bond (including property financed with Gross Proceeds of the Refunded Obligations or notes or bonds refunded by the Refunded Obligations) and not use or permit the use of such Gross Proceeds or any property acquired, constructed, or improved with

such Gross Proceeds in any activity carried on by any person or entity other than a state or local government, unless such use is solely as a member of the general public, or

(ii) not directly or indirectly impose or accept any charge or other payment for use of Gross Proceeds of such Bond or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of the Refunded Obligations or notes or bonds refunded by the Refunded Obligations) other than taxes of general application and interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(c) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of such Bond to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, Gross Proceeds are considered to be "loaned" to a person or entity if (1) property acquired, constructed or improved with Gross Proceeds (including property financed with Gross Proceeds of the Refunded Obligations or notes or bonds refunded by the Refunded Obligations) is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes, (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement, or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or such property are otherwise transferred in a transaction which is the economic equivalent of a loan.

(d) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the final stated maturity or final payment of such Bond, directly or indirectly invest Gross Proceeds of such Bond in any Investment (or use such Gross Proceeds to replace money so invested), if as a result of such investment the Yield of all Investments allocated to such Gross Proceeds whether then held or previously disposed of, exceeds the Yield on the Bonds.

(e) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(f) Information Report. The City shall timely file with the Secretary of the Treasury the information required by Section 149(e) of the Code with respect to the Bonds on such forms and in such place as such Secretary may prescribe.

(g) Payment of Rebate Amount. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder, the City shall:

(i) account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of such accounting for at least six years after the final Computation Date. The City may, however, to the extent permitted by law, commingle Gross Proceeds of the Bonds with other money

of the City, provided that the City separately accounts for each receipt and expenditure of such Gross Proceeds and the obligations acquired therewith,

(ii) calculate the Rebate Amount with respect to the Bonds not less frequently than each Computation Date, in accordance with rules set forth in Section 148(f) of the Code, Section 1.148-3 of the Regulations, and the rulings thereunder. The City shall maintain a copy of such calculations for at least six years after the final Computation Date,

(iii) as additional consideration for the purchase of the Bonds by the initial purchaser thereof and the loan of the money represented thereby, and in order to induce such purchase by measures designed to ensure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, pay to the United States the amount described in paragraph (ii) above at the times, in the installments, to the place, in the manner and accompanied by such forms or other information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and

(iv) exercise reasonable diligence to assure that no errors are made in the calculations required by paragraph (ii) and, if such error is made, to discover and promptly to correct such error within a reasonable amount of time thereafter, including payment to the United States of any interest and any penalty required by the Regulations.

(h) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds, not been relevant to either party.

(i) Not Hedge Bonds. The City did not invest more than 50 percent of the Proceeds of any series of the Refunded Obligations (or, if applicable, the obligations refunded by the Refunded Obligations (the "Original Bonds")) in Nonpurpose Investments having a guaranteed yield for four years or more. On the Issue Date of the Refunded Obligations, or, if applicable, the Original Bonds, the City reasonably expected that at least 85 percent of the Net Sale Proceeds of each series of the Refunded Obligations, or, if applicable, the Original Bonds, would be used to carry out the governmental purpose of such series within three years after the Issue Date of such series.

ARTICLE X
DEFAULT AND REMEDIES

Section 10.01 Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, which default materially and adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Owner to the City.

Section 10.02 Remedies for Default.

(a) Upon the happening of any Event of Default, then any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Bonds then outstanding.

Section 10.03 Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XI
DISCHARGE

Section 11.01 Discharge.

Except as otherwise provided in the Pricing Certificate, the Bonds may be defeased, discharged or refunded in any manner permitted by applicable law.

ARTICLE XII
CONTINUING DISCLOSURE UNDERTAKING

Section 12.01 Annual Reports.

(a) The City shall provide annually to the MSRB, (1) within six (6) months after the end of each fiscal year of the City, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 7.01 of this Ordinance, being information of the type described in Exhibit A hereto, including financial

statements of the City if audited financial statements of the City are then available, and (2) if not provided as part such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit A, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such financial statements becomes available.

(b) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific referenced to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 12.02 Event Notices.

(a) The City shall notify the MSRB, in a timely manner (not in excess of ten (10) Business Days after the occurrence of an event), of any of the following events with respect to the Bonds:

(i) principal and interest payment delinquencies;

(ii) nonpayment related defaults, if material;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties;

(v) substitution of credit or liquidity providers, or their failure to perform;

(vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(vii) modifications to rights of Owners, if material;

(viii) redemption calls, if material, and tender offers;

(ix) defeasances;

(x) release, substitution, or sale of property securing repayment of the Bonds, if material;

(xi) rating changes;

(xii) bankruptcy, insolvency, receivership or similar event of the City;

(xiii) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(xiv) appointment of a successor Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material.

As used in clause (xii) above, the phrase "bankruptcy, insolvency, receivership or similar event" means the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court of governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if jurisdiction has been assumed by leaving the City Council and official or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(b) The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 12.01 of this Ordinance by the time required by such Section.

Section 12.03 Identifying Information.

All documents provided to the MSRB pursuant to this Article shall be provided in electronic format and be accompanied by identifying information as prescribed by the MSRB.

Section 12.04 Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any Bond calls and any defeasances that cause the City to be no longer an "obligated person."

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide

any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (B) an entity or individual person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.01 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in type of financial information or operating data so provided.

ARTICLE XIII
AMENDMENTS; ATTORNEY GENERAL MODIFICATION

Section 13.01 Amendments.

This Ordinance shall constitute a contract with the Owners, be binding on the City, and shall not be amended or repealed by the City so long as any Bond remains outstanding except as permitted in this Section. The City may, without consent of or notice to any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the

Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of the Owners of the Bonds holding a majority in aggregate principal amount of the Bonds then outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Owners of outstanding Bonds, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, or interest on the Bonds, (ii) give any preference to any Bond over any other Bond, or (iii) reduce the aggregate principal amount of Bonds required to be held by Owners for consent to any such amendment, addition, or rescission.

Section 13.02 Attorney General Modification.

In order to obtain the approval of the Bonds by the Attorney General of the State of Texas, any provision of this Ordinance may be modified, altered or amended after the date of its adoption if required by the Attorney General in connection with the Attorney General's examination as to the legality of the Bonds and approval thereof in accordance with the applicable law. Such changes, if any, shall be provided to the City Secretary and the City Secretary shall insert such changes into this Ordinance as if approved on the date hereof.

ARTICLE XIV
REDEMPTION OF REFUNDED OBLIGATIONS; APPROVAL OF ESCROW AGREEMENT; PURCHASE OF ESCROWED SECURITIES

Section 14.01 Redemption of Refunded Obligations.

(a) The City hereby calls the Refunded Obligations for redemption prior to maturity on the dates and at the prices set forth in the Pricing Certificate.

(b) The Authorized Officer is hereby authorized and directed to cause a copy of this Ordinance to be delivered to each paying agent/registrar for the Refunded Obligations, together with the Pricing Certificate therefor, the delivery of which shall constitute notice of redemption and notice of defeasance to such paying agent/registrar.

Section 14.02 Escrow Securities.

The Authorized Officer is hereby authorized to make necessary arrangements for the purchase of the Escrow Securities referenced in the Escrow Agreement, as may be necessary for the Escrow Fund and the application for the acquisition of the Escrow Securities is hereby approved and ratified. Following the deposits to the Escrow Fund as specified herein and in the Pricing Certificate, the Refunded Obligations shall be payable solely from and secured by such deposits.

Section 14.03 Arrangements for Defeasance of Refunded Obligations.

The Authorized Officer may execute and deliver escrow agreements, deposit agreements or similar agreements (each an "Escrow Agreement"), letters of instructions or any other instruments relating to the safekeeping, investment, administration and disposition of moneys

deposited to effect the defeasance of the Refunded Obligations in such form and subject to such terms and conditions as the Authorized Officer determines may be necessary or convenient to carry out the intent and purpose of this Ordinance.

Section 14.04 Notice of Redemption.

Each paying agent/registrar for the Refunded Obligations is hereby authorized and directed to give notice of redemption and deposit with respect to the Refunded Obligations as required under the ordinance pursuant to which the Refunded Obligations were issued.

ARTICLE XV
EFFECTIVE IMMEDIATELY

Section 15.01 Effective Immediately.

Notwithstanding the provisions of the City Charter, this Ordinance shall become effective immediately upon its adoption at this meeting pursuant to Section 1201.028, Texas Government Code.

[*Signature Page Follows*]

PRESENTED, FINALLY PASSED AND APPROVED, AND EFFECTIVE on the 24th day of March, 2016, at a regular meeting of the City Council of the City of Lubbock, Texas.

GLEN C. ROBERTSON, Mayor

ATTEST:

REBECCA GARZA, City Secretary

[SEAL]

APPROVED AS TO CONTENT:

By: Linda Cuellar
LINDA CUELLAR, Acting Executive Director of Finance

APPROVED AS TO FORM:

By:
JERRY V. KYLE, Jr., Bond Counsel

Signature Page for Ordinance

HOU:3645845.1

SCHEDULE I

REFUNDED OBLIGATION CANDIDATES

All outstanding maturities of the following obligations of the City:

- General Obligation Refunding Bonds, Series 2007
- Tax and Waterworks System Surplus Revenue Certificates of Obligation, Series 2009
- General Obligation Refunding and Improvement Bonds, Series 2009
- Tax and Waterworks System Surplus Revenue Certificates of Obligation, Series 2010A
- General Obligation Bonds, Series 2010A

EXHIBIT A

DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION*

The following information is referred to in Article XII of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or other headings of the Official Statement referred to) below:

1. The portions of the financial statements of the City appended to the Official Statement as APPENDIX B, but for the most recently concluded fiscal year.

2. Statistical and financial data set forth in the Official Statement in "APPENDIX A - FINANCIAL INFORMATION REGARDING THE CITY" (Tables 1-5 and 7-17).

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in Paragraph 1 above.

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* Subject to any changes prescribed by the Pricing Certificate.

EXHIBIT B

SALE PARAMETERS

In accordance with Section 7.01(a) of the Ordinance, the following conditions with respect to the Bonds must be satisfied in order for the Authorized Officer to act on behalf of the City in selling and delivering the Bonds to the Underwriters:

(a) the price to be paid for the Bonds of each series shall not be less than 90% of the aggregate principal amount of such Bonds;

(b) the Bonds shall not bear interest at a rate greater than the maximum rate allowed by Chapter 1204, Texas Government Code, as amended;

(c) the aggregate principal amount of the Bonds shall produce proceeds in an amount sufficient to fund the purposes described in Section 3.01 and such aggregate principal amount shall not exceed the maximum amount authorized in Section 3.01;

(d) the refunding of the Refunded Obligations shall result in positive gross debt service savings and net present value savings of at least five percent (5%);

(e) the final maturity date for the Bonds shall not be later than February 15, 2034; and

(f) the Bonds to be issued, prior to delivery, must have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long term obligations.

EXHIBIT C

FORM OF THE BONDS

The form of the Bond, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Bonds, shall be generally as follows, provided, however, that the substantially final form of the Bonds shall be set forth in or attached to the Pricing Certificate and shall incorporate and reflect the final terms of the Bonds set forth in the Pricing Certificate:

(a) Form of Bonds.

REGISTERED
No. _____

REGISTERED
$_____

United States of America
State of Texas
County of Lubbock
CITY OF LUBBOCK, TEXAS
GENERAL OBLIGATION REFUNDING BOND
SERIES 2016

INTEREST RATE:	MATURITY DATE:	BOND DATE:	CUSIP NUMBER:
_____%	_____, ____	_____,____[1]	_____

The City of Lubbock (the "City"), in the County of Lubbock, State of Texas, for value received, hereby promises to pay to

_____

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the Bond Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months, such interest to be paid semiannually on February 15 and August 15 of each year, commencing _____[2]. All capitalized terms used herein but not defined shall have the meaning assigned to them in the Ordinance (defined below).

[1] Information to be inserted from Pricing Certificate.
[2] Information to be inserted from Pricing Certificate.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in Dallas, Texas (the "Designated Payment/Transfer Office") of _____, as Paying Agent/Registrar or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office thereof. Interest on this Bond is payable by check dated as of the interest payment date, and will be mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the registered owner; provided, however, such registered owner shall bear all risk and expense of such other banking arrangement. At the option of an Owner of at least $1,000,000 principal amount of the Bonds, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the last Business Day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled payment date and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by first-class United States mail, postage prepaid, to the address of each owner of a Bond appearing in the registration books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

This Bond is one of a series of fully registered bonds specified in the title hereof issued in the aggregate principal amount of $_____[3] (herein referred to as the "Bonds"), issued pursuant to a certain ordinance of the City (the "Ordinance") for the purposes of providing funds with which to refund certain outstanding obligations of the City, and to pay the costs of issuing the Bonds.

[The City has reserved the option to redeem the Bonds maturing on or after February 15, 20___ before their respective scheduled maturities in whole or in part in integral multiples of $5,000 on _____, 20__, or on any date thereafter, at a redemption price of par, plus accrued interest to the date fixed for redemption. If less than all of the Bonds are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and

[3] Information to be inserted from Pricing Certificate.

shall direct the Paying Agent/Registrar to call by lot or other customary method that results in a random selection of the Bonds, or portions thereof, within such maturity or maturities and in such principal amounts, for redemption.][4]

[Bonds maturing on February 15 in each of the years ____ through ___, inclusive (the "Term Bonds"), are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the City, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

Term Bonds Maturing February 15, 20____

Redemption Date	Principal Amount
February 15, 20_	
February 15, 20_	
February 15, 20_ (maturity)	

The Paying Agent/Registrar will select by lot or by any other customary method that results in a random selection the specific Term Bonds (or with respect to Term Bonds having a denomination in excess of $5,000, each $5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.[5]

Notice of such redemption or redemptions shall be given by first class mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the registered owner of each of the Bonds to be redeemed in whole or in part. In the Ordinance, the City reserves the right in the case of an optional redemption to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice

[4] Insert optional redemption provisions, if any, and revise as necessary to conform to the Pricing Certificate.

[5] Insert mandatory sinking fund redemption provisions, if any, and revise as necessary to conform to the Pricing Certificate.

of redemption to the affected owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain outstanding, and the rescission shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.][6]

As provided in the Ordinance, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within forty five (45) calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that ad valorem taxes upon all taxable property in the City have been levied for and pledged to the payment of the debt service requirements of the Bonds, within the limit prescribed by law; and that the total indebtedness of the City, including the Bonds, does not exceed any constitutional or statutory limitation.

[6] Insert mandatory sinking fund redemption provisions, if any, and conform as necessary to the Pricing Certificate.

IN WITNESS WHEREOF, the City has caused this Bond to be executed by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed or placed in facsimile on this Bond.

_____
Mayor, City of Lubbock, Texas

_____
City Secretary,
City of Lubbock, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Bonds if such certificate on the Initial Bond is fully executed.

OFFICE OF THE COMPTROLLER §		
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
OF THE STATE OF TEXAS	§	

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Bond has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation of the City of Lubbock, Texas, and that this Bond has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _____.

[SEAL]

_____
Comptroller of Public Accounts
of the State of Texas

(c) Form of Certificate of Paying Agent/Registrar. The following Certificate of Paying Agent/Registrar may be deleted from the Initial Bond if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Bond of this series of Bonds was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Bonds referred to in the within mentioned Ordinance.

_____,
as Paying Agent/Registrar

Dated: _____ By:_____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee): _____
_____
_____
(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated:_____

Signature Guaranteed By:

_____
Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) The Initial Bond shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below"; and

(ii) in the first paragraph of the Bond, the words "on the Maturity Date specified above" shall be deleted and the following will be inserted: "on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates in accordance with the following schedule:

Years	Principal Installments	Interest Rate

(Information to be inserted from the Pricing Certificate pursuant to Section 3.02 of this Ordinance)

Regular City Council Meeting **7. 11.**

Meeting Date: 03/24/2016

Information

Agenda Item

Board Appointments - City Secretary: Consider one appointment to the Animal Services Advisory Board, one appointment to the Appointments Advisory Board, one appointment to the Civic Lubbock, Inc. Board of Directors, one Community Development and Services Board, one appointment to the Junked Vehicle Compliance Board, one appointment to the Keep Lubbock Beautiful Advisory Committee, four appointments to the Lake Alan Henry Board of Appeals, four appointments to the Park and Recreation Board, one appointment to the Urban Design and Historical Preservation Commission, two appointments to the Urban Renewal and Neighborhood Redevelopment Commission, two appointments to the Veterans Advisory Committee, and four appointments to the Water Board of Appeals.

Item Summary

Consider one appointment to the Animal Services Advisory Board, one appointment to the Appointments Advisory Board, one appointment to the Civic Lubbock, Inc. Board of Directors, one Community Development and Services Board, one appointment to the Junked Vehicle Compliance Board, one appointment to the Keep Lubbock Beautiful Advisory Committee, four appointments to the Lake Alan Henry Board of Appeals, four appointments to the Park and Recreation Board, one appointment to the Urban Design and Historical Preservation Commission, two appointments to the Urban Renewal and Neighborhood Redevelopment Commission, two appointments to the Veterans Advisory Committee, and four appointments to the Water Board of Appeals.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Regular Session - Board Appointments

BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, MARCH 24, 2016 - REGULAR

Officer of City		Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
	1	ANIMAL SERVICES ADVISORY BOARD	COLE, MICHAEL	4/1/2017	N/A	ANIMAL SHELTER EMPLOYEE	REPLACE	N/A
	2	APPOINTMENTS ADVISORY BOARD	CALVILLO, MICHAEL	9/1/2016	25%	DISTRICT 2	REPLACE	N
	3	CIVIC LUBBOCK, INC. BOARD OF DIRECTORS	PRICE, PHIL	8/1/2019	N/A		RESIGNED/REPLACE	N/A
	4	COMMUNITY DEVELOPMENT SERVICES BOARD	McCARTY, CHARLOTTE	1/1/2019	N/A	DISTRICT 6	DECLINED/REPLACE	N/A
	5	KEEP LUBBOCK BEAUTIFUL ADVISORY COMMITTEE	DUKE, AUNDI	4/1/2016	N/A		REPLACE	N/A
	6	PARK AND RECREATION BOARD	CERVANTEZ, JOHN	5/1/2016	N/A		REPLACE	N/A
			HORKEY, ANN	5/1/2016	57%		REAPPOINT	Y
			PITCOCK, KAREN	5/1/2016	N/A		REPLACE	N/A
			RAMIREZ, JERRY	5/1/2016	N/A		REPLACE	N/A
	7	VETERANS ADVISORY COMMITTEE	BEATY, LESLIE	4/10/2016	N/A		REPLACE	N/A
			LOPS, REYNALD	4/10/2016	N/A		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
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
01/15/2015	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
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

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
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
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
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
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
08/08/2013	Walz	Donna	Female	Anglo				5
12/01/2006	Walz	John	Male	Anglo	60+	Attorney	Retired	5
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

ANIMAL SERVICES ADVISORY BOARD

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	78.6%	100.0% (9)
Hispanic	32.6%	27.6%	9.8%	0.0% (0)
African-American	8.7%	7.4%	8.3%	0.0% (0)
Other	3.7%	4.0%	3.3%	0.0% (0)
GENDER				
Male	49.3%	48.9%	72.6%	44.4% (4)
Female	50.7%	51.1%	27.4%	55.6% (5)
GEOGRAPHIC DISTRIBUTION				
District 1	17.1%	17.6%	8.3%	0.0% (0)
District 2	16.2%	15.3%	4.8%	0.0% (0)
District 3	15.5%	14.5%	12.5%	11.1% (1)
District 4	16.6%	17.2%	19.6%	11.1% (2)
District 5	18.3%	18.6%	34.0%	44.4% (3)
District 6	16.1%	16.8%	18.2%	11.1% (1)
Other/Unknown	0.0%	0.0%	2.6%	22.2% (2)

PURPOSE:
Assists the City of Lubbock in complying with terms of Chapter 823 of the Texas Health and Safety Code as amended and assists the City in establishing procedures applicable to the City's animal control program.

QUALIFICATIONS: Committee shall be composed of a licensed veterinarian, animal welfare organization representative, city official, city animal shelter employee, and five at-large members [LC 4-27]

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Cole, Michael (M,A,7)	Animal Shelter Employee	N/A	Y	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To replace Michael Cole:
Rhonda Marrett (F,A,4) – City of Lubbock Animal Control Officer

STAFF RECOMMENDATIONS:
To replace Michael Cole:
Rhonda Marett (F,A,4) – City of Lubbock Animal Control Officer

City of Lubbock
Board and Commision Recruiting Database

Updated: 3/9/2016

Animal Services Advisory Board

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
02/09/2016	Blakey	Anita	F	A	30-39	Non Profit	Pinky Paws Rescue	3
03/11/2014	Hall	Candace	F	A	60+	Retired Police Officer		4
11/09/2009	Jones	Mickey	F	A	60+			3
02/29/2016	Marett	Rhonda	F	A	30-39	Animal Control Officer	City of Lubbock	4
Second Preference								
03/01/2008	McCoy	Gary	M	A	50-59	Banker	ABC Bank	5
01/06/2015	Syma	Carrye	F	A	30-39	Associate Librarian	Texas Tech University	4
12/01/2007	Willis	Roy	M	A	60+	Retired	United Postal Service	5
Third Preference								
08/07/2015	Forburger	John	M	H	18-29	Mortgage Assistant	PrimeWest Mortgage	2
Fourth Preference								
Fifith Preference								
Sixth Preference								
01/22/2015	Patton	Glenn	M	A	50-59			3

Committee # 32 Animal Services Advisory Board — Perm/Temp Board: P

	Confidential	Home	Business			Reappt Elig.
Member Citizen **Bobo** **Ms. Brenda**	Y	*3725 95th St* *Lubbock, TX 79423*	*TTUHSC School of Allied Health Science* *3601 4th St, Stop 6284* *Lubbock, TX 79430*	*Curr:* *2nd:* *1st:*	04/01/2014-04/01/2016 04/26/2012-04/01/2014	*N*
Email: Brenda.Bobo@ttuhsc.edu	Y	*8067928031*	*8067433220*	*Fax:*	*8067433249*	
Chair Animail Welfare Rep. **Brewer** **Ms. Jane**	Y	*2325 38th Street* *Lubbock, TX 79412*	*Acres North Vet Hospital* *5205 13th Street* *Lubbock, TX 79416*	*Curr:* *2nd:* *1st:*	04/01/2014-04/01/2016 04/26/2012-04/01/2014	*Y*
Email:	Y	*8067773580*	*8067932863*	*Fax:*	*8067920801*	
Member Animal Shelter Employee **Cole** **Mr. Michael**	Y	*1203 10th* *Shallowater, Texas 79363*	*Lubbock Animal Service* *3323 SE Loop 289* *Lubbock, Texas 79404*	*Curr:* *2nd:* *1st:*	04/01/2015-04/01/2017	*Y*
Email: mcole@mylubbock.us	N Y	*8065480561* *8065480561*	*(806) 775-2280* *mcole@mylubbock.us*	*Fax:*	*(806) 775-2717*	
Member Animail Welfare Rep. **Cunningham** **Dr. Eric**	N	*5906 101st St* *Lubbock, Texas 79424*	*Live Oak Animal Hospital* *5214 98th St.* *Lubbock, TX 79424*	*Curr:* *2nd:* *1st:*	04/01/2014-04/01/2016	*Y*
Email: redraidervet@yahoo.com	N	*(806) 445-3957*	*(806) 794-9000* *liveoaklubbock@att.net*	*Fax:*	*(806) 794-9001*	
Member Licensed Veterinarian **Preston** **Dr. Lane**	Y	*5204 80th Street* *Lubbock, TX 79424*		*Curr:* *2nd:* *1st:*	04/01/2014-04/01/2016 04/01/2012-04/01/2014 09/08/2011-04/01/2012	*N*
Email:	Y	*8067944118*		*Fax:*		
Member City Official **Riemath** **Ms. Kia**	N	*8509 N FM 789* *Lorenzo, TX 79343*	*City of Lubbock Animal Services Department* *3323 SE Loop 289* *Lubbock, TX 79404*	*Curr:* *2nd:* *1st:*	04/01/2014-04/01/2016 04/01/2012-04/01/2014	*N*
Email: kriemath@mylubbock.us	N N	*8067774224* *8067774224*	*8067752712* *kriemath@mylubbock.us*	*Fax:*	*8067752717*	
Member Citizen **Tatum** **Ms. Melanie**	Y	*5412 9th Street* *Lubbock, TX 79416*	*Texas Tech University* *3301 Physical Plant Dr* *Lubbock, TX 79416*	*Curr:* *2nd:* *1st:*	04/24/2014-04/01/2016	*Y*
Email: mst39@hotmail.com	Y	*(806) 795-7096*		*Fax:*		
Member Citizen **Wood** **Mrs. Tammi**	N	*4720 110th street* *lubbock, tx 79424*	*Primewest Mortgage* *7806 Indiana* *lubbock, tx 79423*	*Curr:* *2nd:* *1st:*	10/22/2015-04/01/2017	*Y*
Email: twood@primewestcorp.com	N Y	*8067456920* *8064387568*	*(806) 788-2867* *twood@primewestcorp.com*	*Fax:*	*(806) 793-7602*	
Member Citizen **Young** **Mr. Bill**	N	*4423-110th Unit #38* *Lubbock, Texas 79424*	*Westar Commercial Realty, LLC* *4415-71st, Ste. 12* *Lubbock, Texas 79424*	*Curr:* *2nd:* *1st:*	04/01/2014-04/01/2016	*Y*

Committee # 32	Animal Services Advisory Board	Perm/Temp Board: P

	Confidential	Home	Business		Reappt Elig.
Email:	N	(806) 698-9263	(806) 797-3231	Fax: (806) 793-2130	
byoung9478@lubbockwestar.com	N	(806) 470-8318	byoung9478@lubbockwestar.com		

APPOINTMENTS ADVISORY BOARD

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	78.6%	46.7% (7)
Hispanic	32.6%	27.6%	9.8%	26.7% (4)
African-American	8.7%	7.4%	8.3%	26.7% (4)
Other	3.7%	4.0%	3.3%	0.0% (0)
GENDER				
Male	49.3%	48.9%	72.6%	73.3% (11)
Female	50.7%	51.1%	27.4%	26.7% (4)
GEOGRAPHIC DISTRIBUTION				
District 1	17.1%	17.6%	8.3%	6.7% (1)
District 2	16.2%	15.3%	4.8%	6.7% (1)
District 3	15.5%	14.5%	12.5%	13.3% (2)
District 4	16.6%	17.2%	19.6%	13.3% (2)
District 5	18.3%	18.6%	34.0%	46.7% (7)
District 6	16.1%	16.8%	18.2%	13.3% (2)
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
Calvillo, Michael (M,H,2)	District 2	25%	N	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To replace Michael Calvillo:
Deborah Deary (F,AA,2) Retired

City of Lubbock
Board and Commision Recruiting Database

Updated: **3/9/2016**

Appointments Advisory Board

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
03/01/2016	Deary	Deborah	F	AA	60+	Retired		2
02/04/2016	Ratterree	Clayton	M	A	30-39	Senior Credit Analyst	First Bank & Trust	3
03/05/2008	Sosebee	Rick	M	A	50-59	Fire Protection Contractor	Koetter Fire Protection	3
Second Preference								
12/15/2004	Ho	"Peter"	M	AI	40-49	Opthalmologist	Lubbock Eye Clinic	6
Third Preference								
Fourth Preference								
01/13/2016	Martinez	Christina	F	H	40-49	Sr. Business Assistant	Texas Tech University	3
Fifith Preference								
11/19/2014	Lewis	Sheri	F	A	50-59	Associate director & media advisor	Texas Tech University -- Student Media	4
Sixth Preference								
12/16/2014	Keister	Heather	F	A	30-39	Civil Engineer	Freese and Nichols	5
11/02/2015	Vitela	Patricia	F	A	18-29	Asst Managing Director	Texas Tech University	3

Committee # 2 Appointments Advisory Board — Perm/Temp Board: P

	Confidential	Home	Business			Reappt Elig.
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:	09/01/2015-09/01/2017 09/01/2013-09/01/2015	N
Email: natwood1@gmail.com	Y Y	8064073955 8064381099	8067918561 natwood@financialguide.com	Fax:	8067951371	
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 4 Rep. **Dial** **Mr. Reggie**	Y	8411 Ave V Lubbock, TX 79423	(806) 747-5937 P.O Box 3893 Lubbock, TX 79452	Curr: 2nd: 1st:	09/01/2015-09/01/2017	Y
Email: reggiedial@gmail.com	Y Y	(806) 438-8464 (806) 438-8464	reggiedial@gmail.com	Fax:	(806) 747-5934	
Member District 1 Rep. **Duarte** Jr. **Mr. Efrain**	Y	2701 Colgate St. Lubbock, TX 79415	Catholic Charities of Lubbock 102 Ave. J Lubbock, TX 79401	Curr: 2nd: 1st:	09/01/2015-09/01/2017	Y
Email: efrain_duartee@yahoo.com	Y	(806) 535-4252	(806) 765-8475 efrain@cclubbock.org	Fax:		
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. **Harris** **Mr. Eddie**	Y	7924 Vicksburg Lubbock, TX 79424	Broadway Church of Christ 1924 Broadway Lubbock, TX 79401	Curr: 2nd: 1st:	09/01/2015-09/01/2017 09/01/2013-09/01/2015 10/13/2011-09/01/2013	N
Email: eddiekharris@gmail.com	Y N	(806) 368-8374 (806) 559-9464	8067630464	Fax:		
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

Committee # 2 Appointments Advisory Board — Perm/Temp Board: P

	Confidential	Home	Business			Reappt Elig.
Email: chadh@plainscapital.com	Y	(806) 535-8231	(806) 791-7148 chadh@plainscapital.com	Fax:	(877) 379-1275	
Vice Chair District 3 Rep. **Keller** **Ms. Judith**	N	2515 55th Street Lubbock, TX 79413		Curr: 2nd: 1st:	09/01/2015-09/01/2017 09/01/2013-09/01/2015 10/25/2012-09/01/2013	N
Email: judith.p.keller@gmail.com	N Y	(806) 799-5071 (806) 777-5071	judith.keller@ttuhsc.edu	Fax:		
Member District 5 Rep. **McAdoo** **Mr. Alex**	Y	3001 Aberdeen Ave. Lubbock, TX 79407	Wayland Baptist University 801 N. Quaker Ave Lubbock, TX 79416	Curr: 2nd: 1st:	09/01/2015-09/01/2017	Y
Email: afmcadoo@gmail.com	Y Y	8067024952 8062833645	afmcadoo@gmail.com	Fax:		
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	Y
Email: kpatrick@frenship.us	N	(806) 239-6628	(806) 866-9541 kpatrick@frenship.us	Fax:	(806) 866-4135	
Member District 5 Rep. **Rangel** **Ms. Andrea**	Y	5805 76th St Lubbock, TX 79423	South Plains College 1401 S. College Ave Levelland, TX 79336	Curr: 2nd: 1st:	09/01/2015-09/01/2017	Y
Email: arangel@spc.cc.tx.us	Y	8067944587	8068949611 arangel@spc.cc.tx.us	Fax:	8068973167	
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:	09/01/2015-09/01/2017 09/01/2013-09/01/2015	N
Email: jake.seideman@gmail.com	Y	(806) 771-5780	8067459718 Jake@GracoRealEstate.com	Fax:		
Member District 2 Rep. **Stevenson** **Mrs. Serena**	Y	6211 17th St Lubbock, Texas 79416	Citibus 801 Texas Lubbock, Texas 79401	Curr: 2nd: 1st:	09/01/2015-09/01/2017	Y
Email: sstevenson0909@yahoo.com	Y Y	(806) 786-0809 (806) 786-0809	(806) 712-2010 sstevenson@citibus.com	Fax:		

COMMUNITY DEVELOPMENT & SERVICES BOARD

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	78.6%	64.7% (11)
Hispanic	32.6%	27.6%	9.8%	17.6% (3)
African-American	8.7%	7.4%	8.3%	11.8% (2)
Other	3.7%	4.0%	3.3%	5.9% (1)
GENDER				
Male	49.3%	48.9%	72.6%	41.2% (7)
Female	50.7%	51.1%	27.4%	58.8% (10)
GEOGRAPHIC DISTRIBUTION				
District 1	17.1%	17.6%	8.3%	23.5% (4)
District 2	16.2%	15.3%	4.8%	11.8% (2)
District 3	15.5%	14.5%	12.5%	11.8% (2)
District 4	16.6%	17.2%	19.6%	23.5% (4)
District 5	18.3%	18.6%	34.0%	11.8% (2)
District 6	16.1%	16.8%	18.2%	17.6% (3)
Other/Unknown	0.0%	0.0%	2.6%	0.0% (0)

PURPOSE:

Serves as advisory board to the City Council, with power to hold hearings in the county and to consider and make recommendations to the City Council on any and all matters pertaining to the community development services of the county.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
McCarty, Charlotte (F,AA,6)	District 6	N/A	N/A	Resigned/Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Charlotte McCarty:

Byrn Bass (M,A,6)

CITY OF LUBBOCK
AND VOLUNTEER CENTER
REQUEST FOR BOARD/COMMISSION/AGENCY SERVICE

Name:	Bass (Last)	Byrn (First)	(Middle)	Byrnie (Nickname)	
Home Address:	918 Milwaukee Avenue		City/Zip:	Lubbock/79416	
Home Telephone:	8067991012	Resident of Lubbock:	0Years	Registered Voter:	Yes

Occupation:			
Business Name:		City/Zip:	Lubbock/79416
Business Address	4716 4th Street, Suite 100	Fax Number:	8067711260
Business Telephone:	8067851250		

Demographics

Ethnic Background: Anglo Gender: Male Age:

Please list any experience (including involvement in other civic or community service organizations), education or interest that would qualify you to serve on a City board/commission/agency:

Please list any prior service on a Board and/or Commission for the City of Lubbock:

Please indicate your first, second, and third preference for below using the number beside such board/commission/agency. If you would like a brief description of the functions of the boards/commissions/agencies listed below, please call the City Secretary's Office at 775-2026. The designation "OC" indicates members of such board or commission are considered Officers of the City. Such boards and commission are authorized to make binding decisions on behalf of the City. If you have no preference, indicate this by placing a check (√) here: ☑ (Note: Outside Agencies listed on next page.)

BOARD PREFERENCES: 1 2 3 4 5 6

ADVISORY BOARDS AND COMMISSIONS

1	Airport Board	13	Keep Lubbock Beautiful Advisory Committee
32	Animal Services Advisory Board	53	Lake Alan Henry Board of Appeals(OC)
73	Annexation & Growth Advisory Committee	17	Libraries Board(OC)
2	Appointments Advisory Board	41	Lubbock Water Advisory Commission
39	Audit Committee	50	Model Codes & Construction Advisory Board
4	Board of Health	47	Museum & Art Standing Sub-Committee
5	Building Board of Appeals(OC)	61	North Point Public Improvement District (PID)
14	Citizens Traffic Commission	20	Park and Recreation Board
8	Community Development & Services Board	21	Permit and License Appeal Board(OC)
37	Cultural Arts Grants Review Standing Sub-Committee	22	Planning and Zoning Commission(OC)
44	Electric Utility Board-Charter(OC)	24	Public Transit Advisory Board
75	Emergency Medical Service Advisory Committee	69	Quincy Park Public Improvement District Advisory Board
9	Firemen's/Policemen's Civil Service Commission(OC)	26	Structural Standards Commission(OC)
12	Joint Airport Zoning Board(OC)	27	Urban Design/Historic Preservation Commission(OC)
45	Junked Vehicle Compliance Board(OC)	19	Urban Renewal / Neighborhood Redevelopment Commission(OC)

After completing both sides, please return this form to City Secretary's Office, P.O.Box 2000, Lubbock, TX 79457

OUTSIDE AGENCIES:

6 Canadian River Municipal Water Authority(OC)
33 Central Business District Tax Increment Financing(OC)
7 Civic Lubbock Inc.
10 Health/Educational Facilities Development Corp(OC)
11 Housing Authority
16 Housing Finance Corporation
15 LECD Board of Managers(OC)
60 Lubbock Business Park TIF Reinvestment Zone(OC)
43 Lubbock Economic Development Alliance, Inc
18 Market Lubbock Economic Development Corporation
31 National Windmill Project, Inc.
74 North & East Lubbock Community Development Corporation (NE
35 North Overton Tax Increment Finance District(OC)
25 Reese Redevelopment Authority(OC)
29 StarCare Board of Trustees(OC)
30 West Texas Municipal Power Board(OC)

Do you know of any reason that may cause you to have a conflict of interest as a result of your service on any of the boards/

/ commissions/agencies on which you have requested to serve? Yes ☐ No ☑

If yes, please explain:

PERSONAL AND PROFESSIONAL REFERENCES: (Please give name and phone number)

1.

2.

3.

The Volunteer Center refers potential board candidates to nonprofit organizations in the community. The Volunteer Center acts only as a referral agency and cannot place or appoint people to boards. Registering for the Board Bank does not obligate an individual to accept any board position, nor does a referral guarantee an appointment to a board. Acceptance of a nomination to a board is by mutual agreement of the individual and the agency.

AREAS OF INTEREST

1	Community Planning(1100)	13	Symphony(1729)	25	Alcohol Abuse(2903)
2	Crime(1106)	14	Health(1800)	26	Drug Abuse(2903)
3	Employment Job Training(1308)	15	Aging(1810)	27	Child Abuse(2906)
4	Education(1400)	16	Hospice/Terminally Ill(1818)	28	Housing(2910)
5	Child Care(1406)	17	Mental Health(1826)	29	Family Services(2911)
6	Illiteracy(1420)	18	Mental Retardation(1827)	30	Sexual Abuse(2920)
7	Emergency Assistance(1500)	19	AIDS(1846)	31	Women's Issues(2925)
8	Environment(1600)	20	Hearing Impaired(2109)	32	Youth/Teen(2926)
9	Art & Drama(1700)	21	Physically Handicapped(2109)	33	Spousal Abuse(2931)
10	Theater(1701)	22	Visually Impaired(2109)	34	Homelessness(2932)
11	Dance(1711)	23	Legal Assistance(2113)	35	Animal(3001)
12	Museum(1719)	24	Recreation(2600)	37	Other(9999)

Area Of Interest:

I agree to have my name entered in (check either or both):

☑ **The City of Lubbock Board/Commisson/Agency Database**

☐ **The Volunteer Center of Lubbock Agency Board Bank**

I was referred by: Jim Gilbreath Submitted via the Web on 01/27/2011

Signature

Page 2 of
Byrn
Bass
Application

After completing both sides, please return this form to City Secretary's Office, P.O.Box 2000, Lubbock, TX 79457

City of Lubbock
Board and Commision Recruiting Database

Updated: 2/18/2016

Community Development & Services Board

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
06/16/2014	Dickson	Mary	F	A	50-59	Deafness Resource Specialist	LIFE RUN Center	4
09/12/2014	Lauer	Chris	M	A	30-39	Regional Manager	HB Construction	5
Second Preference								
07/30/2015	Aguilar	John	M	H	18-29			1
09/09/2014	Grimstead	Tricia	F	A	30-39	Apartment Owner	AG Rentals, LTD	5
12/16/2014	Keister	Heather	F	A	30-39	Civil Engineer	Freese and Nichols	5
01/20/2016	Southworth	Chester	M	A	50-59	Student	Texas Tech School of Law	2
Third Preference								
11/19/2014	Lewis	Sheri	F	A	50-59	Associate director & media advisor	Texas Tech University -- Student Media	4
06/16/2014	Umstot	Mitzi	F	A	40-49	Speech-Language Pathologist	Lubbock State Supported Living Center	4
11/02/2015	Vitela	Patricia	F	A	18-29	Asst Managing Director	Texas Tech University	3
Fourth Preference								
08/11/2014	Flores	Christopher	M	H	18-29	Software Development Manager	United Supermarkets	4
09/11/2014	Isom	Travis	M	A	18-29	Manager	Isom Company	3
Fifith Preference								
05/15/2014	McGough	Allison	F	A	40-49	Director of Local Outreach	First United Methodist Church	5
Sixth Preference								

Committee # 8 Community Development & Services Board — Perm/Temp Board: P

	Confidential	Home	Business			Reappt Elig.
Member Public Sector **Barnes** **Mrs. Nitra**	Y	4512 62nd Lubbock, TX 79414	City Transit Management dba Citibus 801 Texas Ave Lubbock, TX 79401	Curr: 2nd: 1st:	03/01/2015-01/01/2018	Y
Email: nitrakiddbarnes@gmail.com	Y Y	(806) 407-5530 (806) 789-4078	(806) 712-2000 nbarnes@citibus.com	Fax:	(806) 712-2012	
Member Public Sector **Berk** **Ms. Shirley**	Y	1805 Atlanta Avenue Lubbock, TX 79416		Curr: 2nd: 1st:	03/01/2015-01/01/2018	Y
Email: shirley621@aol.com	Y	8063688345	shirley621@aol.com	Fax:		
Member District 6 Rep. **Carpenter** **Ms. Linda**	Y	4802 6th Street Lubbock, TX 79416		Curr: 2nd: 1st:	03/01/2015-01/01/2018 03/01/2012-03/01/2015	N
Email: lindacarp@att.net	Y Y	8067993514 8067905673	lindacarp@att.net	Fax:	8067993514	
Member District 5 Rep. **Cude** **Mr. Bobby**	Y	5210 CR 7350 Lubbock, TX 79424	8067938961 3223 S. Loop 289, Ste 556 Lubbock, TX 79423	Curr: 2nd: 1st:	03/01/2015-01/01/2018 12/19/2013-03/01/2015	N
Email: bobby.cude@gmail.com	Y Y	8063700223 8063927756	bcude@ctsinet.com	Fax:	(806) 793-8968	
Vice Chair Public Sector **Curnow** **Mr. William**	N	2721 87th Street Lubbock, TX 79423	Plains Cotton 3301 E. 50th St Lubbock, TX 79404	Curr: 2nd: 1st:	03/01/2015-01/01/2018 03/01/2012-03/01/2015 03/29/2009-03/01/2012	N
Email: bcurnow@kernow.com	Y	8065354775	bill.curnow@pcca.com	Fax:	(806) 724-3017	
Secretary/Treasurer District 1 Rep. **Gonzales** **Ms. Raquel**	Y	104 N. Ave L Lubbock, TX 79401		Curr: 2nd: 1st:	01/01/2016-01/01/2019 03/01/2013-01/01/2016	N
Email: spongeqrel@aol.com	Y	8064703467	8064703467 spongeqrel@aol.com	Fax:		
Member Category 3 Rep. **Gutierrez** **Mr. Francisco**	N	2610 Amherst Lubbock, TX 79415	,	Curr: 2nd: 1st:	01/01/2016-01/01/2019 03/01/2013-01/01/2016	N
Email: gtz2004@hotmail.com	N N	(806) 744-5002 (806) 392-2892		Fax:		
Member District 6 Rep. **McCarty** Mrs. **Ms. Charlotte**	Y	4908 Harvard Street Lubbock, TX 79416	Lil' Precious 420 mlk Lubbock, Texas 79403	Curr: 2nd: 1st:	01/01/2016-01/01/2019	Y
Email: cd.mccarty.02@live.com	Y N	(806) 744-7264 (806) 241-7708	Lil' Precious cd.mccarty.02@live.com	Fax:		
Member District 1 Rep. **McNamara** **Mr. William**	Y	2609 Newcomb Street Lubbock, TX 79415	McNamara Law Firm 2108 Broadway Lubbock, TX 79415	Curr: 2nd: 1st:	03/01/2015-01/01/2018 04/26/2012-03/01/2015	N

Committee # 8 Community Development & Services Board — Perm/Temp Board: P

	Confidential	Home	Business			Reappt Elig.
Email: mcnamara_lawoffice@yahoo.com	Y	8064419988	8067478989	Fax:	8067222553	
Member District 1 Rep. **Moore** **Mrs. Lana**	Y	1520-36th St Lubbock, Texas 79412	,	Curr: 2nd: 1st:	03/01/2015-01/01/2018	Y
Email: texaslady2210@yahoo.com	Y	(806) 317-0416		Fax:		
Member District 5 Rep. **Raney** **Mrs. Robin**	N	5217 71st St. Lubbock, TX 79424	Goodwill Industries of Northwest Texas 715 28th Street Lubbock, TX 79404	Curr: 2nd: 1st:	01/01/2016-01/01/2019	Y
Email: rraney@lubbockgoodwill.org	N N	(806) 407-3434 (806) 781-1405	(806) 744-8419 rraney@lubbockgoodwill.org	Fax:		
Chair District 4 Rep. **Ricks** **Mr. Greg**	Y	4911 60th Street Lubbock, TX 79414	Workforce ,	Curr: 2nd: 1st:	03/01/2015-01/01/2018 03/01/2012-03/01/2015 10/21/2011-03/01/2012	Y
Email: greg_ricks@ttu.edu	Y	8067922890	gregricks@workforce.org	Fax:		
Member District 2 Rep. **Sullivan** M.Ed **Mrs. Lauren**	Y	2131 69th Street Lubbock, TX 79412	TTUHSC School of Nursing 3601 4th Street, MS 6264 Lubbock, TX 79430	Curr: 2nd: 1st:	03/01/2015-01/01/2018	Y
Email: lauren_sullivan_2000@yahoo.com	Y Y	(806) 831-5368 (806) 831-5368	(806) 743-2748 lauren.sullivan@ttuhsc.edu	Fax:		
Member Public Sector **Swoboda** **Ms. Tami**	N	3503 39th Street Lubbock, TX 79413	Lubbock Area Foundation 2509 80th Street Lubbock, TX 79423	Curr: 2nd: 1st:	01/01/2016-01/01/2019	Y
Email: tami@lubbockareafoundation.org	N	8062835429	8067628061 tami@lubbockareafoundation.org	Fax:	8067628551	
Member District 2 Rep. **Tracy** **Mrs. Monica**	N	1914 67th Street Lubbock, TX 79412	(806) 543-7279 1103 MLK Blvd Lubbock, TX 79403	Curr: 2nd: 1st:	01/01/2016-01/01/2019	Y
Email: mtracyusa@yahoo.com	N N	(915) 202-9598 (806) 543-7279	(806) 543-7279 monica.tracy@dfps.state.tx.us	Fax:	(512) 927-5745	
Member District 3 Rep. **Watts** **Mr. Ian**	Y	4213 38th Street Lubbock, TX 79413	Stages of Recovery, Inc. 4712 67th St. Ste. A Lubbock, TX 79414	Curr: 2nd: 1st:	03/01/2015-01/01/2018	Y
Email: icolewatts@aol.com	Y	(806) 438-8089	Stages of Reco icolewatts@aol.com	Fax:	(806) 368-3676	
Member Public Sector **Wilson** **Mr. Scott**	N	9713 Lynnhaven Ave. Lubbock, TX 79423		Curr: 2nd: 1st:	01/01/2016-01/01/2019 05/23/2013-01/01/2016	N
Email: jthcoach@sbcglobal.net	N	8067935081		Fax:		

CIVIC LUBBOCK, INC.
BOARD OF DIRECTORS

	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%	0.0% (0)
Other	3.7%	4.0%	3.3%	11.1% (1)
GENDER				
Male	49.3%	48.9%	72.6%	55.6% (5)
Female	50.7%	51.1%	27.4%	44.4% (4)
GEOGRAPHIC DISTRIBUTION				
District 1	17.1%	17.6%	8.3%	22.2% (2)
District 2	16.2%	15.3%	4.8%	0.0% (0)
District 3	15.5%	14.5%	12.5%	0.0% (0)
District 4	16.6%	17.2%	19.6%	22.2% (2)
District 5	18.3%	18.6%	34.0%	33.3% (3)
District 6	16.1%	16.8%	18.2%	22.2% (2)
Other/Unknown	0.0%	0.0%	2.6%	0.0% (0)

PURPOSE:
To provide general direction of Civic Lubbock, Inc., a non-profit corporation, with authority to make decisions pursuant to the activities of the corporation; activities of the corporation include the fostering and promotion of cultural, educational and entertainment activities at the Lubbock Memorial Civic Center and Municipal Auditorium-Coliseum and managing the beverage concession operations in these facilities.

REQUIREMENT: Members shall be residents of the City of Lubbock.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Price, Phil (M,A,4)	N/A	N/A	Resigned/Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To replace Phil Price:
Kathy Horkey-Wolff (F,A,6) Earth Angel Landscaping
Holly Russell (F,A,4) LEDA & Visit Lubbock

STAFF RECOMMENDATIONS:
To replace Phil Price
Kathy Horkey-Wolff (F,A,6) Earth Angel Landscaping
Sherry Saffle (F,A,4) Ramar Communications

CITY OF LUBBOCK
AND VOLUNTEER CENTER
REQUEST FOR BOARD/COMMISSION/AGENCY SERVICE

Name:	Horkey-Wolff	Kathryn	A.	Kathy
	(Last)	(First)	(Middle)	(Nickname)

Home Address: 4818 16th Street City/Zip: Lubbock/79416

Home Telephone: (806) 928-4756 Resident of Lubbock: 53Years Registered Voter: Yes

Occupation: Landscaper

Business Name: Earth Angel Landscaping City/Zip: Lubbock/79416

Business Address 4818 16th Street Fax Number:

Business Telephone: (806) 928-4756

Demographics

Ethnic Background: Anglo Gender: Female Age: 60+

Please list any experience (including involvement in other civic or community service organizations), education or interest that would qualify you to serve on a City board/commission/agency:

member of Friends of Music Board

Please list any prior service on a Board and/or Commission for the City of Lubbock:

Keep Lubbock Beautiful

Please indicate your first, second, and third preference for below using the number beside such board/commission/agency. If you would like a brief description of the functions of the boards/commissions/agencies listed below, please call the City Secretary's Office at 775-2026. The designation "OC" indicates members of such board or commission are considered Officers of the City. Such boards and commission are authorized to make binding decisions on behalf of the City. If you have no preference, indicate this by placing a check (√) here: ☐ (Note: Outside Agencies listed on next page.)

BOARD PREFERENCES: **1** 7 **2** 20 **3** **4** **5** **6**

ADVISORY BOARDS AND COMMISSIONS

1	Airport Board	13	Keep Lubbock Beautiful Advisory Committee
32	Animal Services Advisory Board	53	Lake Alan Henry Board of Appeals(OC)
73	Annexation & Growth Advisory Committee	17	Libraries Board(OC)
2	Appointments Advisory Board	41	Lubbock Water Advisory Commission
39	Audit Committee	50	Model Codes & Construction Advisory Board
4	Board of Health	47	Museum & Art Standing Sub-Committee
5	Building Board of Appeals(OC)	61	North Point Public Improvement District (PID)
14	Citizens Traffic Commission	20	Park and Recreation Board
8	Community Development & Services Board	21	Permit and License Appeal Board(OC)
37	Cultural Arts Grants Review Standing Sub-Committee	22	Planning and Zoning Commission(OC)
44	Electric Utility Board-Charter(OC)	24	Public Transit Advisory Board
75	Emergency Medical Service Advisory Committee	69	Quincy Park Public Improvement District Advisory Board
9	Firemen's/Policemen's Civil Service Commission(OC)	26	Structural Standards Commission(OC)
12	Joint Airport Zoning Board(OC)	27	Urban Design/Historic Preservation Commission(OC)
45	Junked Vehicle Compliance Board(OC)	19	Urban Renewal / Neighborhood Redevelopment Commission(OC)

After completing both sides, please return this form to City Secretary's Office, P.O.Box 2000, Lubbock, TX 79457

OUTSIDE AGENCIES:

6 Canadian River Municipal Water Authority(OC)
33 Central Business District Tax Increment Financing(OC)
7 Civic Lubbock Inc.
10 Health/Educational Facilities Development Corp(OC)
11 Housing Authority
16 Housing Finance Corporation
15 LECD Board of Managers(OC)
60 Lubbock Business Park TIF Reinvestment Zone(OC)
43 Lubbock Economic Development Alliance, Inc
18 Market Lubbock Economic Development Corporation
31 National Windmill Project, Inc.
74 North & East Lubbock Community Development Corporation (NE
35 North Overton Tax Increment Finance District(OC)
25 Reese Redevelopment Authority(OC)
29 StarCare Board of Trustees(OC)
30 West Texas Municipal Power Board(OC)

Do you know of any reason that may cause you to have a conflict of interest as a result of your service on any of the boards/

/ commissions/agencies on which you have requested to serve? Yes ☑ No ☐

If yes, please explain:

PERSONAL AND PROFESSIONAL REFERENCES: (Please give name and phone number)

1.

2.

3.

The Volunteer Center refers potential board candidates to nonprofit organizations in the community. The Volunteer Center acts only as a referral agency and cannot place or appoint people to boards. Registering for the Board Bank does not obligate an individual to accept any board position, nor does a referral guarantee an appointment to a board. Acceptance of a nomination to a board is by mutual agreement of the individual and the agency.

AREAS OF INTEREST

1	Community Planning(1100)	13	Symphony(1729)	25	Alcohol Abuse(2903)
2	Crime(1106)	14	Health(1800)	26	Drug Abuse(2903)
3	Employment Job Training(1308)	15	Aging(1810)	27	Child Abuse(2906)
4	Education(1400)	16	Hospice/Terminally Ill(1818)	28	Housing(2910)
5	Child Care(1406)	17	Mental Health(1826)	29	Family Services(2911)
6	Illiteracy(1420)	18	Mental Retardation(1827)	30	Sexual Abuse(2920)
7	Emergency Assistance(1500)	19	AIDS(1846)	31	Women's Issues(2925)
8	Environment(1600)	20	Hearing Impaired(2109)	32	Youth/Teen(2926)
9	Art & Drama(1700)	21	Physically Handicapped(2109)	33	Spousal Abuse(2931)
10	Theater(1701)	22	Visually Impaired(2109)	34	Homelessness(2932)
11	Dance(1711)	23	Legal Assistance(2113)	35	Animal(3001)
12	Museum(1719)	24	Recreation(2600)	37	Other(9999)

Area Of Interest:

I agree to have my name entered in (check either or both):

☑ **The City of Lubbock Board/Commisson/Agency Database**

☐ **The Volunteer Center of Lubbock Agency Board Bank**

I was referred by: Idris Traylor Submitted via the Web on 05/02/2011

Signature

After completing both sides, please return this form to City Secretary's Office, P.O.Box 2000, Lubbock, TX 79457

City of Lubbock
Board and Commision Recruiting Database

Updated: 3/9/2016

Civic Lubbock Inc.

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
09/10/2014	Jackson	Hannah	F	A	30-39	Music Teacher / Musician	Songbird Music Studio	5
03/03/2016	Russell	Holly	F	A	30-39	Director of Marketing & Communications	Lubbock Economic Development Alliance & Visit Lubb	4
07/13/2015	Saffle	Sherry	F	A	50-59	General Sales Manager	Ramar Communications	4
03/21/2013	Smith	Peter	M	A	30-39	Banker	Happy State Bank	4
04/28/2015	Valderaz	Monica	F	H	40-49	Bank Officer -Fraud	Plains Capital Bank	6
11/25/2013	Wells	Craig	M	A	60+	Vp Business Development	Happy State Bank	4
Second Preference								
07/22/2015	Devroe	Bernard	M	AA	40-49	Network Engineer	NTS Communications	5
05/21/2014	Knowles	Renessa	F	A	40-49	Mortgage Banker	Peoples Bank	5
09/09/2014	Larson	Bradley	M	A	60+	Semi-Retired corporate finance executive		5
09/12/2014	Lauer	Chris	M	A	30-39	Regional Manager	HB Construction	5
05/15/2014	McGough	Allison	F	A	40-49	Director of Local Outreach	First United Methodist Church	5
11/02/2015	Vitela	Patricia	F	A	18-29	Asst Managing Director	Texas Tech University	3
Third Preference								
03/01/2016	Deary	Deborah	F	AA	60+	Retired		2
11/18/2014	Elrod	Shannon	F	A	30-39	Director of Talent Management	United Supermarkets	5
06/01/2015	Lonngren	Chris	M	A	50-59	Restaurant Operator	Schlotzsky's	6
Fourth Preference								
09/09/2014	Grimstead	Tricia	F	A	30-39	Apartment Owner	AG Rentals, LTD	5
07/23/2015	McAnally	John	M	A	40-49	Engineer	AT&T	4
Fifith Preference								
07/30/2015	Aguilar	John	M	H	18-29			1
01/13/2016	Martinez	Christina	F	H	40-49	Sr. Business Assistant	Texas Tech University	3
Sixth Preference								
04/28/2015	Davis	Jason	M	A	30-39	Vice President - Bank Software	PlainsCapital Bank	4

Committee # 7 Civic Lubbock Inc. — Perm/Temp Board: P

	Confidential	Home	Business			Reappt Elig.
Member Citizen **Caldwell** **Mr. Don**	N	*PO Box 2526* *Lubbock, TX 79408*	*Don Caldwell Productions* *PO Box 2526* *Lubbock, TX 79408*	*Curr:* *2nd:* *1st:*	08/01/2013-08/01/2017 08/01/2009-08/01/2013 10/13/2005-08/01/2009	*N*
Email: doncaldprod@sbcglobal.net	N N	*8068284104* *8067901011*	*(806) 747-7047*	*Fax:*	*(806) 747-5671*	
Member Citizen **Eppler** **Mr. James**	N	*5513 93rd Street* *Lubbock, TX 79424*	*Fox 34* *9800 University Ave* *Lubbock, TX 79423*	*Curr:* *2nd:* *1st:*	10/22/2015-08/01/2017	*Y*
Email: jdeppler@yahoo.com	N N	*(806) 549-1235* *(806) 549-1235*	*(806) 748-9335* *jeppler@fox34.com*	*Fax:*		
Member Citizen **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:*	08/01/2015-08/01/2019	*Y*
Email: gqgarza@gmail.com	Y N	*(806) 744-1874* *(806) 438-4714*	*(806) 784-4328* *ggarza@firstcare.com*	*Fax:*		
Secretary/Treasurer Citizen **Gutierrez** **Mr. Rafael**	N	*P.O. Box 5911* *Lubbock, TX 79408*		*Curr:* *2nd:* *1st:*	08/01/2014-08/01/2018 09/27/2010-08/01/2014	*N*
Email:	N	*7132057260*		*Fax:*		
Member Citizen **Hur** **Mr. Peter**	Y	*4416 109th St* *Lubbock, TX 79424*	*,*	*Curr:* *2nd:* *1st:*	08/01/2015-08/01/2019	*Y*
Email: peter@hurcapital.com	Y	*(806) 368-9884*		*Fax:*		
Member Citizen **Lansdell** **Mrs. Kendra**	N	*4407 8th Street* *Lubbock, Texas 79416*	*The Copy Outlet / Miss Social Butterfly* *2402 Broadway* *Lubbock, Texas 79401*	*Curr:* *2nd:* *1st:*	08/28/2014-08/01/2018	*Y*
Email: msocialbutterfly@gmail.com	N N	*(806) 799-4689* *(806) 789-8587*	*(806) 744-7772* *msocialbutterfly@gmail.com*	*Fax:*	*(806) 741-1051*	
Member Citizen **Massengale** **Ms. Stephanie**	Y	*4005 95th Street* *Lubbock, TX 79423*	*Advanced Graphix* *520 23rd Street* *Lubbock, TX 79404*	*Curr:* *2nd:* *1st:*	08/01/2014-08/01/2018 12/15/2010-08/01/2014	*Y*
Email: stephanie@advancedgraphix.net	N Y	*8067980237* *8064386644*	*8067449998* *stephanie@advancedgraphix.net*	*Fax:*	*8067442888*	
Vice Chair Citizen **Prather** **Ms. Sammie**	Y	*4611 18th St* *Lubbock, TX 79416*		*Curr:* *2nd:* *1st:*	08/01/2013-08/01/2017	*Y*
Email: scpeep@gmail.com	Y	*8067954563*		*Fax:*		
Member Citizen **Price** **Mr. Phil**	N	*4226 97th Place* *Lubbock, TX 79423*		*Curr:* *2nd:* *1st:*	08/01/2015-08/01/2019 09/08/2011-08/01/2015	*N*

Committee # 7	*Civic Lubbock Inc.*	*Perm/Temp Board:* P

	Confidential	*Home*	*Business*			*Reappt Elig.*
Email:	N	*8067944288*	*8067635033*	*Fax:*		
Member Citizen **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:*	03/26/2015-08/01/2018	*Y*
Email: jake.seideman@gmail.com	Y	*(806) 771-5780*	*8067459718* *Jake@GracoRealEstate.com*	*Fax:*		
Chair Citizen **Traylor** **Dr. Idris**	N	*3601 63rd Drive* *Lubbock, TX 79413*		*Curr:* *2nd:* *1st:*	08/01/2015-08/01/2019 08/01/2011-08/01/2015	*Y*
Email:	N	*8067959823*		*Fax:*		

KEEP LUBBOCK BEAUTIFUL ADVISORY COMMITTEE

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	78.6%	90.9% (10)
Hispanic	32.6%	27.6%	9.8%	0.0% (0)
African-American	8.7%	7.4%	8.3%	9.1% (1)
Other	3.7%	4.0%	3.3%	0.0% (0)
GENDER				
Male	49.3%	48.9%	72.6%	36.4% (4)
Female	50.7%	51.1%	27.4%	63.6% (7)
GEOGRAPHIC DISTRIBUTION				
District 1	17.1%	17.6%	8.3%	9.1% (1)
District 2	16.2%	15.3%	4.8%	18.2% (2)
District 3	15.5%	14.5%	12.5%	18.2% (2)
District 4	16.6%	17.2%	19.6%	0.0% (0)
District 5	18.3%	18.6%	34.0%	27.3% (3)
District 6	16.1%	16.8%	18.2%	27.3% (3)
Other/Unknown	0.0%	0.0%	2.6%	0.0% (0)

PURPOSE:
Work with the Keep America Beautiful System, which includes Keep Texas Beautiful; to preserve a beautiful and sanitary environment that is beneficial to the health, safety and welfare of the citizens of Lubbock.

QUALIFICATIONS: All members shall be appointed at large from within the corporate limits of the City of Lubbock

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Duke, Aundi (F,A,3)	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To replace Aundi Duke:
Jonathan Motsinger (M,A,4) Texas A&M Forest Services

City of Lubbock
Board and Commision Recruiting Database

Updated: 2/24/2016

Keep Lubbock Beautiful Advisory Committee

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
07/07/2015	Ashburn	Lasey	F	A	18-29	Commerical Lender	FirstCapital Bank	6
04/15/2015	Motsinger	Jonathan	M	A	30-39	Forester	Texas A&M Forest Service	4
Second Preference								
07/23/2015	McAnally	John	M	A	40-49	Engineer	AT&T	4
06/16/2015	Parker	Chance	M	A	18-29			
03/04/2015	Seybert	Miles	M	A	18-29	Banker	First United Bank	
02/02/2016	Villarreal	Bretton	M	H	18-29	Credit Analyst I - PlainsCapital Bank		6
Third Preference								
09/10/2014	Jackson	Hannah	F	A	30-39	Music Teacher / Musician	Songbird Music Studio	5
08/01/2015	Mead	Olivia	F	A	18-29	Nanny		4
Fourth Preference								
11/19/2014	Lewis	Sheri	F	A	50-59	Associate director & media advisor	Texas Tech University -- Student Media	4
Fifith Preference								
08/11/2014	Flores	Christopher	M	H	18-29	Software Development Manager	United Supermarkets	4
05/06/2015	Hargrove	Devin	M	A	18-29	Night Stocker	United Market Street	5
09/11/2014	Isom	Travis	M	A	18-29	Manager	Isom Company	3
01/28/2014	KEEL	JAMES	M	A	30-39	REGISTERED NURSE	STARCARE	3
Sixth Preference								
07/30/2015	Aguilar	John	M	H	18-29			1
05/15/2014	McGough	Allison	F	A	40-49	Director of Local Outreach	First United Methodist Church	5

Committee # 13 Keep Lubbock Beautiful Advisory Committee — Perm/Temp Board: P

	Confidential	Home	Business			Reappt Elig.
Member Citizen **Andrews** **Mr. L.V.**	N	2119 East 30th Street Lubbock, TX 79404		Curr: 2nd: 1st:	04/01/2015-04/01/2017	Y
Email:	N	8067655001		Fax:		
Member Citizen **Chadwell** **Ms. Christi**	N	2801 38th Street Lubbock, Texas 79413	Texas Tech Box 42122 Lubbock, Texas 79409	Curr: 2nd: 1st:	04/01/2015-04/01/2017	Y
Email: christi.chadwell@ttu.edu	N N	4699516161 4699516161	(806) 834-8124 christi.chadwell@ttu.edu	Fax:		
Member Citizen **Duke** **Ms. Aundi**	N	3520 24th Lubbock, TX 79410	McPherson Cellars 1615 Texas Ave Lubbock, TX 79401	Curr: 2nd: 1st:	04/24/2014-04/01/2016	Y
Email: aundiduke@gmail.com	N	8066200409	(806) 687-9463 aundi@mcphersoncellars.com	Fax:		
Member Citizen **Hargrave** **Mrs. Shanna**	Y	2920 Saratoga Lubbock, TX 79407	Lubbock Dream Center 1111 30th Street Lubbock, TX 79411	Curr: 2nd: 1st:	04/01/2015-04/01/2017	Y
Email: shargrave@cotrlubbock.com	Y Y	(000) 000-0000 (806) 535-5857	(806) 793-3336 shargrave@cotrlubbock.com	Fax:		
Member Citizen **Holland** **Ms. Paige**	Y	4510 8th St. Lubbock, Texas 79416	Texas Tech Athletics 2526 6th St Lubbock, Texas 79409	Curr: 2nd: 1st:	01/22/2015-04/01/2016	Y
Email: paige.holland@ttu.edu	Y Y	(806) 535-1699 (806) 535-1699	(806) 834-3075 Paige.holland@ttu.edu	Fax:		
Member Citizen **Horkey-Wolff** **Ms. Kathryn**	Y	4818 16th Street Lubbock, TX 79416	Earth Angel Landscaping 4818 16th Street Lubbock, TX 79416	Curr: 2nd: 1st:	04/01/2015-04/01/2017 04/01/2013-04/01/2015 05/10/2011-04/01/2013	N
Email: khorkeywolff@gmail.com	Y Y	(806) 928-4756 (806) 928-4756	(806) 928-4756 khorkeywolff@gmail.com	Fax:		
Member Citizen **Langford** **Mr. Curt**	N	6315 Duke Lubbock, TX 79416	8064389089 6315 Duke Lubbock, TX 79416	Curr: 2nd: 1st:	04/01/2014-04/01/2016 02/28/2013-04/01/2014	Y
Email: curt.langford@balfour.com	N N	(806) 793-9131 (806) 438-9089	8064389089 curt.langford@balfour.com	Fax:		
Member Citizen **Lloyd, Sr.** **Mr. David**	Y	5216 30th Street Lubbock, TX 79407	Software-Accounting Lubbock, TX 79407	Curr: 2nd: 1st:	04/01/2015-04/01/2017	Y
Email: softjunk@suddenlink.net	Y	(806) 791-5651		Fax:		
Member Citizen **Low** **Ms. Lisa**	Y	8615 Utica Avenue Lubbock, TX 79424	Texas Tech Alumni Association P.O. Box 45001 Lubbock, TX 79409	Curr: 2nd: 1st:	04/01/2015-04/01/2017 11/21/2013-04/01/2015	N

Committee # 13 Keep Lubbock Beautiful Advisory Committee — Perm/Temp Board: P

	Confidential	Home	Business			Reappt Elig.
Email: lisao.low@ttu.edu	Y	8062529085	8067423641 lisa.low@ttu.edu	Fax:	8067423604	
Vice Chair Citizen **Meyer** **Mrs. Marie**	N	5703 Geneva Lubbock, TX 79413		Curr: 2nd: 1st:	04/01/2015-04/01/2017 04/01/2013-04/01/2015 08/23/2012-04/01/2013	N
Email: marie.meyer6@gmail.com	N N	8067974190 8067787491	 marie.meyer6@gmail.com	Fax:		
Chair Citizen **Rohrig** **Mr. Thomas**	Y	2430 29th Street Lubbock`, Texas 79411	Texas Tech University library 18th & Boston Lubbock, Texas 79409	Curr: 2nd: 1st:	08/28/2014-04/01/2016	Y
Email: colorado1954@gmail.com	N N	(806) 787-2917 (806) 787-2917	(806) 834-2632 tom.rohrig@ttu.edu	Fax:	(806) 742-1964	

PARK AND RECREATION BOARD

	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	49.3%	48.9%	72.6%	44.4% (4)
Female	50.7%	51.1%	27.4%	55.6% (5)
GEOGRAPHIC DISTRIBUTION				
District 1	17.1%	17.6%	8.3%	11.1% (1)
District 2	16.2%	15.3%	4.8%	11.1% (1)
District 3	15.5%	14.5%	12.5%	33.3% (3)
District 4	16.6%	17.2%	19.6%	22.2% (2)
District 5	18.3%	18.6%	34.0%	11.1% (1)
District 6	16.1%	16.8%	18.2%	11.1% (1)
Other/Unknown	0.0%	0.0%	2.6%	0.0% (0)

PURPOSE:
Advisory board responsible for providing a balanced recreation and open-space program for the City of Lubbock. Includes planning, construction and maintenance of all parks, buildings and facilities necessary to provide this program.

QUALIFICATIONS: If possible, five of the nine members of the board shall be appointed from technical fields: civil engineering; design and applied arts; park and recreation management, horticulture, landscape architecture, or a related field; any technical field appropriate to the Canyon Lakes Project or other park operations; and a person who has a knowledge, understanding or interest in the operation of a cemetery.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Cervantez, John (M,H,2)	N/A	N/A	Replace
Horkey, Ann (F,A,3)	57%[1]	Y	Reappoint
Pitcock, Karen (F,A,4)	N/A	N/A	Replace
Ramirez, Jerry (M,H,4)	N/A	N/A	Replace

[1] Ms. Horkey attended 4/7 meetings

PARK AND RECREATION BOARD – CONTINUED:
APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To reappoint Ann Horkey

To replace John Cervantez:
John Forburger (M,H,2) Prime West Mortgage

To replace Karen Pitcock and Jerry Ramirez:
John Aguilar (M,H,1)
Brittany Barela (F,A,5) Christian Preschool Centers
Michael Zant (M,A,4)

CITY OF LUBBOCK
AND VOLUNTEER CENTER
REQUEST FOR BOARD/COMMISSION/AGENCY SERVICE

Name:	Barela (Last)	Brittany (First)	Lauren (Middle)	(Nickname)	
Home Address:	5312 25th		City/Zip:	Lubbock/79407	
Home Telephone:	(806) 407-8502	Resident of Lubbock:	21Years	Registered Voter:	Yes

Occupation:	Area Director		
Business Name:	Christian Preschool Centers	City/Zip:	Lubbock/79407
Business Address	2434 27th	Fax Number:	
Business Telephone:	(806) 771-2323		

Demographics

Ethnic Background: Anglo Gender: Female Age: 18-29

Please list any experience (including involvement in other civic or community service organizations), education or interest that would qualify you to serve on a City board/commission/agency:

None

Please list any prior service on a Board and/or Commission for the City of Lubbock:

Please indicate your first, second, and third preference for below using the number beside such board/commission/agency. If you would like a brief description of the functions of the boards/commissions/agencies listed below, please call the City Secretary's Office at 775-2026. The designation "OC" indicates members of such board or commission are considered Officers of the City. Such boards and commission are authorized to make binding decisions on behalf of the City. If you have no preference, indicate this by placing a check (√) here: ☑ (Note: Outside Agencies listed on next page.)

BOARD PREFERENCES: 1 2 3 4 5 6

ADVISORY BOARDS AND COMMISSIONS

1	Airport Board	13	Keep Lubbock Beautiful Advisory Committee
32	Animal Services Advisory Board	53	Lake Alan Henry Board of Appeals(OC)
73	Annexation & Growth Advisory Committee	17	Libraries Board(OC)
2	Appointments Advisory Board	41	Lubbock Water Advisory Commission
39	Audit Committee	50	Model Codes & Construction Advisory Board
4	Board of Health	47	Museum & Art Standing Sub-Committee
5	Building Board of Appeals(OC)	61	North Point Public Improvement District (PID)
14	Citizens Traffic Commission	20	Park and Recreation Board
8	Community Development & Services Board	21	Permit and License Appeal Board(OC)
37	Cultural Arts Grants Review Standing Sub-Committee	22	Planning and Zoning Commission(OC)
44	Electric Utility Board-Charter(OC)	24	Public Transit Advisory Board
75	Emergency Medical Service Advisory Committee	69	Quincy Park Public Improvement District Advisory Board
9	Firemen's/Policemen's Civil Service Commission(OC)	26	Structural Standards Commission(OC)
12	Joint Airport Zoning Board(OC)	27	Urban Design/Historic Preservation Commission(OC)
45	Junked Vehicle Compliance Board(OC)	19	Urban Renewal / Neighborhood Redevelopment Commission(OC)

After completing both sides, please return this form to City Secretary's Office, P.O.Box 2000, Lubbock, TX 79457

OUTSIDE AGENCIES:

6 Canadian River Municipal Water Authority(OC)
33 Central Business District Tax Increment Financing(OC)
7 Civic Lubbock Inc.
10 Health/Educational Facilities Development Corp(OC)
11 Housing Authority
16 Housing Finance Corporation
15 LECD Board of Managers(OC)
60 Lubbock Business Park TIF Reinvestment Zone(OC)
43 Lubbock Economic Development Alliance, Inc
18 Market Lubbock Economic Development Corporation
31 National Windmill Project, Inc.
74 North & East Lubbock Community Development Corporation (NE
35 North Overton Tax Increment Finance District(OC)
25 Reese Redevelopment Authority(OC)
29 StarCare Board of Trustees(OC)
30 West Texas Municipal Power Board(OC)

Do you know of any reason that may cause you to have a conflict of interest as a result of your service on any of the boards/ / commissions/agencies on which you have requested to serve? Yes ☐ No ☑

If yes, please explain:

PERSONAL AND PROFESSIONAL REFERENCES: (Please give name and phone number)

1.	McAdoo, Alex	(806) 283-3645	(806) 747-6688
2.	Knight, Brittany	(469) 260-1615	(806) 792-1028
3.	Aston, Lauren	(806) 392-7481	(806) 771-2323

The Volunteer Center refers potential board candidates to nonprofit organizations in the community. The Volunteer Center acts only as a referral agency and cannot place or appoint people to boards. Registering for the Board Bank does not obligate an individual to accept any board position, nor does a referral guarantee an appointment to a board. Acceptance of a nomination to a board is by mutual agreement of the individual and the agency.

AREAS OF INTEREST

1	Community Planning(1100)	13	Symphony(1729)	25	Alcohol Abuse(2903)
2	Crime(1106)	14	Health(1800)	26	Drug Abuse(2903)
3	Employment Job Training(1308)	15	Aging(1810)	27	Child Abuse(2906)
4	Education(1400)	16	Hospice/Terminally Ill(1818)	28	Housing(2910)
5	Child Care(1406)	17	Mental Health(1826)	29	Family Services(2911)
6	Illiteracy(1420)	18	Mental Retardation(1827)	30	Sexual Abuse(2920)
7	Emergency Assistance(1500)	19	AIDS(1846)	31	Women's Issues(2925)
8	Environment(1600)	20	Hearing Impaired(2109)	32	Youth/Teen(2926)
9	Art & Drama(1700)	21	Physically Handicapped(2109)	33	Spousal Abuse(2931)
10	Theater(1701)	22	Visually Impaired(2109)	34	Homelessness(2932)
11	Dance(1711)	23	Legal Assistance(2113)	35	Animal(3001)
12	Museum(1719)	24	Recreation(2600)	37	Other(9999)

Area Of Interest: Child Abuse, Child Care, Community Planning, Education, Environment

I agree to have my name entered in (check either or both):

☑ **The City of Lubbock Board/Commisson/Agency Database**

☑ **The Volunteer Center of Lubbock Agency Board Bank**

I was referred by: Alex McAdoo Submitted via the Web on 02/02/2016

Signature

After completing both sides, please return this form to City Secretary's Office, P.O.Box 2000, Lubbock, TX 79457

City of Lubbock
Board and Commision Recruiting Database

Updated: 3/9/2016

Park and Recreation Board

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
07/30/2015	Aguilar	John	M	H	18-29			1
08/07/2015	Forburger	John	M	H	18-29	Mortgage Assistant	PrimeWest Mortgage	2
06/01/2015	Lonngren	Chris	M	A	50-59	Restaurant Operator	Schlotzsky's	6
02/25/2016	Parker	Chance	M	A	18-29			4
Second Preference								
09/09/2014	Cowan	Stephen	M	A	60+	retired/disabled		3
05/27/2015	Dickerson	Brent	M	A	30-39	Certified Financial Planner	Trinity Wealth Management	5
11/19/2014	Lewis	Sheri	F	A	50-59	Associate director & media advisor	Texas Tech University -- Student Media	4
08/01/2015	Mead	Olivia	F	A	18-29	Nanny		4
04/15/2015	Motsinger	Jonathan	M	A	30-39	Forester	Texas A&M Forest Service	4
09/11/2014	Trost	Theresa	F	A	60+			3
02/29/2016	Zant	Michael	M	A	18-29	Lawyer		4
Third Preference								
08/11/2014	Flores	Christopher	M	H	18-29	Software Development Manager	United Supermarkets	4
01/13/2016	Martinez	Christina	F	H	40-49	Sr. Business Assistant	Texas Tech University	3
02/26/2016	Seybert	Miles	M	A	18-29	Banker	First United Bank	3
Fourth Preference								
06/16/2015	Medrano	Johnnie	M	H	30-39	Branch Manager	PlainsCapital Bank	5
11/13/2009	Patel	Harsha	F	AI	40-49			5
11/02/2015	Vitela	Patricia	F	A	18-29	Asst Managing Director	Texas Tech University	3
11/25/2013	Wells	Craig	M	A	60+	Vp Business Development	Happy State Bank	4
Fifith Preference								
12/16/2014	Keister	Heather	F	A	30-39	Civil Engineer	Freese and Nichols	5
07/02/2015	Miller	John	M	A	60+	Retired		4
Sixth Preference								
09/09/2014	Grimstead	Tricia	F	A	30-39	Apartment Owner	AG Rentals, LTD	5

Committee # 20 Park and Recreation Board — *Perm/Temp Board:* P

	Confidential	Home	Business			Reappt Elig.
Member Citizen **Bridges** **Ms. Beth**	N	*5226 94th Street* *Lubbock, TX 79424*	*South Plains Mall* *6002 Slide Road, Suite 68208* *Lubbock, TX 79414*	*Curr:* *2nd:* *1st:*	05/01/2015-05/01/2017 05/01/2013-05/01/2015	*N*
Email: beth.bridges@macerich.com	N N	*8067948825* *8063681734*	*(806) 792-4654* *beth.bridges@macerich.com*	*Fax:*	*(806) 799-2331*	
Member Citizen **Cervantez** **Mr. John P.**	N	*1904 East Auburn* *Lubbock, TX 79403*	*,*	*Curr:* *2nd:* *1st:*	05/01/2014-05/01/2016 05/01/2012-05/01/2014	*N*
Email:	N	*8067441654*	*NoActiveEmailToFile@boards.com*	*Fax:*		
Member Citizen **Douglass** **Mr. James**	N	*3020 60th Street* *lubbock, TX 79413*	*Texas Tech Alumni Association* *Box 45001-ttu* *Lubbock, TX 79409*	*Curr:* *2nd:* *1st:*	05/01/2015-05/01/2017 05/01/2013-05/01/2015	*N*
Email: jim.douglas@ttu.edu	N	*8067905463*	*8067423641* *jim.douglas@ttu.edu*	*Fax:*	*8067420283*	
Member Citizen **Horkey** **Ms. Ann**	N	*4809 19th Street #9* *Lubbock, TX 79407*		*Curr:* *2nd:* *1st:*	05/01/2014-05/01/2016	*Y*
Email: arippel@suddenlink.net	N N	*8067991001* *8067893821*		*Fax:*		
Member Citizen **Laverty** **Mr. Peter**	N	*2101 26th Street* *Lubbock, TX 79411*	*UniversityMedical Center* *602 Indiana Ave* *Lubbock, TX 79415*	*Curr:* *2nd:* *1st:*	06/25/2015-05/01/2017 05/01/2013-05/01/2015	*Y*
Email: peter.laverty@umchealthsystem.cor	N N	*(806) 763-9155* *(806) 241-0269*	*(806) 775-8760* *peter.laverty@umchealthsystem.com*	*Fax:*	*(806) 775-8734*	
Member Citizen **Nagy** **Mrs. E Jane**	N	*2312 York Avenue* *Lubbock, TX 79407*	*,*	*Curr:* *2nd:* *1st:*	05/01/2015-05/01/2017	*Y*
Email: conakry1@hotmail.com	N	*(806) 795-5087*		*Fax:*		
Vice Chair Citizen **Pitcock** **Ms. Karen**	N	*11701 Utica Avenue* *Lubbock, TX 79424*		*Curr:* *2nd:* *1st:*	05/01/2014-05/01/2016 05/01/2012-05/01/2014	*N*
Email: khpitcock@gmail.com	N N	*(806) 795-8874* *(806) 548-2199*		*Fax:*		
Chair Citizen **Ramirez** **Mr. Jerry**	Y	*3804 56th Street* *Lubbock, TX 79413*	*First Baptist Church* *2201 Broadway* *Lubbock, TX 79401*	*Curr:* *2nd:* *1st:*	05/01/2014-05/01/2016 05/01/2012-05/01/2014 05/01/2010-05/01/2012	*N*
Email: jerry@fbclubbock.org	N Y	*(806) 745-4320* *(806) 549-0034*	*First Baptist* *jerry@fbclubbock.org*	*Fax:*	*(806) 740-3707*	
Member Citizen **Tomlinson** **Ms. Susan**	N	*2809 22nd Street* *Lubbock, TX 79410*		*Curr:* *2nd:* *1st:*	05/01/2014-05/01/2016 08/22/2013-05/01/2014	*Y*

Committee # 20	Park and Recreation Board			Perm/Temp Board: P
	Confidential	Home	Business	Reappt Elig.
Email:	N	8067936019	8067421828	Fax:
stomlinson12@yahoo.com	N	8064412893	susan.tomlinson@ttu.edu	

VETERANS ADVISORY COMMITTEE

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	78.6%	76.9% (10)
Hispanic	32.6%	27.6%	9.8%	15.4% (2)
African-American	8.7%	7.4%	8.3%	7.7% (1)
Other	3.7%	4.0%	3.3%	0.0% (0)
GENDER				
Male	49.3%	48.9%	72.6%	69.2% (9)
Female	50.7%	51.1%	27.4%	30.8% (4)
GEOGRAPHIC DISTRIBUTION				
District 1	17.1%	17.6%	8.3%	0.0% (0)
District 2	16.2%	15.3%	4.8%	0.0% (0)
District 3	15.5%	14.5%	12.5%	7.7% (1)
District 4	16.6%	17.2%	19.6%	38.5% (5)
District 5	18.3%	18.6%	34.0%	30.8% (4)
District 6	16.1%	16.8%	18.2%	15.4% (2)
Other/Unknown	0.0%	0.0%	2.6%	7.7% (1)

PURPOSE:
The Veterans Advisory Committee shall study, and report back, on a continuing basis, to the City Council a summary of, and recommendations regarding, any benefits, services, and assistance available to veterans in the city of Lubbock. The Committee shall also make recommendations to the City Council for potential partnerships and improved points of contact and outreach efforts to coordinate, enhance, and improve the delivery of existing and available benefits, services, and assistance to eligible veterans.

QUALIFICATIONS: Members appointed shall be residents of Lubbock.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Beaty, Leslie (M,A,5)	N/A	N/A	Replace
Lops, Reynald (M,AA,5)	N/A	Y	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To replace Leslie Beaty:
Britt Gorrall (F,A,1) IMMAP Texas Tech University

To replace Reynald Lops:
Christopher Beck (M,A,4) Cox-Dirks Architects
Brody Taylor (M,A,6)

City of Lubbock
Board and Commision Recruiting Database

Updated: 3/9/2016

Veterans Advisory Committee

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
10/05/2015	BECK	CHRISTOPHER	M	A	30-39	ARCHITECTURE	COX-DIRKS ARCHITECTS	4
01/15/2015	Capwell	Anthony	M		40-49	CEO	Caprock Conservatives	4
04/22/2014	Gorrall	Britt	F	A	18-29	Research Assistant	IMMAP Texas Tech University	1
06/08/2015	Hastings	Amos	M	A	60+	Retired		4
04/10/2014	Price	Jerry	M		60+	Retired		4
12/16/2015	Taylor	Brody	M	A	30-39	Attorney (pending Bar results)	N/A	6
04/09/2014	Wood	Bobby	M	A	60+	Semi-retired		5
Second Preference								
04/28/2015	Valderaz	Monica	F	H	40-49	Bank Officer -Fraud	Plains Capital Bank	6
Third Preference								
01/06/2015	Syma	Carrye	F	A	30-39	Associate Librarian	Texas Tech University	4
Fourth Preference								
Fifith Preference								
08/07/2015	Forburger	John	M	H	18-29	Mortgage Assistant	PrimeWest Mortgage	2
06/03/2014	Stinson	Karl	M	A	60+	Retired		5
Sixth Preference								

Committee # 72 Veterans Advisory Committee — Perm/Temp Board: P

	Confidential	Home	Business			Reappt Elig.
Member **Beaty** **Mr. Leslie**	Y	5602 138th Street Lubbock, TX 79424	Self Employed 5602 138th Street Lubbock, TX 79424	Curr: 2nd: 1st:	04/10/2014-04/10/2016	Y
Email: NoActiveEmail@user.com	Y N	(806) 794-7130 (806) 543-6612	(806) 543-6612	Fax:		
Member **Farmer** Judg **Ms. Drue**	N	4104 87th Street Lubbock, Texas 79423	Lubbock County P.O. Box 1056 Lubbock, Texas 79408	Curr: 2nd: 1st:	04/10/2015-04/10/2017 04/10/2014-04/10/2015	N
Email: dfarmer57@yahoo.com	N	8065775998	(806) 775-1301 dfarmer57@co.lubbock.tx.us	Fax:	(806) 775-1665	
Member **Harris** Esq. **Mr. Matthew**	Y	5527 1st street Lubbock, Texas 79416	Matthew Harris Law, PLLC 1001 Main Street, Lubbock, TX - Texas 79401	Curr: 2nd: 1st:	04/10/2015-04/01/2017	Y
Email: matthew@matthewharrislaw.com	Y	(806) 782-8960	8067024852 matthew@matthewharrislaw.com	Fax:		
Member **Jalomo** **Mr. Jesse**	Y	6033 83rd Street Lubbock, TX 79424	Texas Tech University Lubbock, TX 79409	Curr: 2nd: 1st:	04/10/2015-04/10/2017	Y
Email: jesse.jalomo@ttu.edu	Y Y	8067944055 8069280199	8067423616 jesse.jalomo@ttu.edu	Fax:	8067420983	
Chair **Lewis** **Mr. David**	Y	5307 CR 7560 Lubbock, TX 79424	Veterans Resource Coordination Group 3804 I-27 Lubbock, TX 79412	Curr: 2nd: 1st:	04/10/2014-04/10/2016	Y
Email: dave.lewis@ttu.edu	Y	(806) 408-0094	8064709317	Fax:		
Member **Lops** **Mr. Reynald**	Y	5301 Chicago Avenue, Apt 6201 Lubbock, Texas 79414	U.S. Small Business Administration 1205 Texas Avenue, Suite 408 Lubbock, Texas 79401	Curr: 2nd: 1st:	04/10/2014-04/10/2016	Y
Email: pricerr@outlook.com	Y Y	(575) 791-1604 (575) 791-1604	(806) 472-7462 reynald.lops@sba.gov	Fax:	(202) 481-0306	
Chair **Maxner** **Dr. Stephen**	Y	2101 82nd Street, Apt 801 Lubbock, TX 79423	Vietnam Center and Archive, Texas Tech University PO Box 41045 Lubbock, TX 79409	Curr: 2nd: 1st:	04/10/2015-04/10/2017 04/10/2014-04/10/2015	Y
Email: stevemaxner@gmail.com	Y Y	(806) 773-8105 (806) 773-8105	(806) 834-2621 steve.maxner@ttu.edu	Fax:		
Member **Mistrot** **Mr. Todd**	Y	3808-B 58th Street Lubbock, Texas 79413	Veterans Resource Coordination Group 3804 I-27 Lubbock, Texas 79412	Curr: 2nd: 1st:	09/25/2014-04/10/2016	Y
Email: tmistrot@starcarelubbock.org	Y	6622517111	8067401477 todd.mistrot@vrcg.org	Fax:		

Committee # 72	Veterans Advisory Committee	Perm/Temp Board: P

	Confidential	Home	Business			Reappt Elig.
Member			TTU Military & Veterans Programs Texas Tech University Lubbock, Texas 79409	Curr: 2nd: 1st:	04/10/2014-04/10/2016	Y
Ortiz Jr **Mr. Luciano**	Y	4016 125th Street Lubbock, Texas 79423				
Email: lortiz171@gmail.com	N N	(703) 399-5620 (703) 399-5620	8068346538 lou.ortiz@ttu.edu	Fax:		
Member			Lubbock Chamber of Commerce 1500 Broadway Lubbock, TX	Curr: 2nd: 1st:	04/10/2015-04/10/2017	Y
Poole **Mrs. Stevie**	Y	5829 101st Place Lubbock, TX 79424				
Email: stevie.poole@outlook.com	Y	(806) 782-8258	stevie.poole@lubbockbiz.org	Fax:		
Member			Texas Tech University Box 41163 Lubbock, TX 79409	Curr: 2nd: 1st:	04/10/2015-04/10/2017 04/10/2014-04/10/2015	N
Presley **Dr. Steven**	Y	4612 10th Street Lubbock, TX 79416				
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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.