

**City of Lubbock, Texas  
Regular City Council Meeting  
Thursday, September 13, 2012**

Glen C. Robertson, Mayor  
Karen Gibson, Mayor Pro Tem, District 5  
Victor Hernandez, Councilman, District 1  
Floyd Price, Councilman, District 2  
Todd R. Klein, Councilman, District 3  
Jim Gerlt, Councilman, District 4  
Latrell Joy, Councilwoman, District 6



Lee Ann Dumbauld, City Manager  
Sam Medina, City Attorney  
Rebecca Garza, City Secretary

<http://www.mylubbock.us>

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

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City of Lubbock City Council Meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at 775-2025 or write to Post Office Box 2000, Lubbock, Texas 79457 at least 48 hours in advance of the meeting.

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

**3:00 p.m. -- City Council convenes in open session, and recesses into Executive Session to consider items 1. through 1.2.1.**

**6:15 p.m. -- City Council reconvenes in open session to consider items 2. through 6.6.**

1. **Executive Session**

1. 1. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.071 seeking legal advice of its legal counsel about pending or contemplated litigation or settlement and hold a consultation with counsel.
  1. 1. 1. Statement of intent filed by Atmos Energy Corporation on February 7, 2012 to increase gas utility rates within the incorporated areas serviced by Atmos Energy Corporation, West Texas.
  1. 1. 2. West Texas Gas, Inc.; WTG Gas Marketing, Inc., and all affiliates.
  1. 1. 3. NTS Communications, Inc.
  1. 1. 4. Cause No. 2012-503,349 in the 364th Judicial District Court of Lubbock County, Texas, vs Shiva Hotels, LLC, d/b/a Best Western Palms Inn and Suites; Cause No. 2012-503,350 in the 237th Judicial District Court of Lubbock County, Texas vs Astro Enterprises, LLC, d/b/a Baymont Inn and Suites; Cause No. 2012-503,351 in the 140th Judicial District Court of Lubbock County, Texas vs Lubbock Investments, LLC, d/b/a Radisson Hotel and Suites.
  1. 1. 5. Property located at 1206 14th Street, Lubbock, Texas also known as the Omni Building.
  1. 1. 6. The 2004 City Charter election on LP&L, as it relates to LP&L's management of their financial affairs and what legal authority the City has concerning the LP&L management of those financial affairs, including budgeting, long term capital planning, and all budget matters, and any conflicts therein within the Charter, if any.
1. 2. Hold an executive session in accordance with V.T.C.A. Government code, Section 551.072, to deliberate the purchase, lease, or value of real property.

1. 2. 1. Public Works Wastewater.

2. **Proclamations and Presentations**

2. 1. Invocation by Father Bill Anton, Christ the King Cathedral.

2. 2. Pledges of Allegiance.

2. 3. Presentation of a special recognition for the program "Texting & Driving - It Can Wait."

2. 4. Presentation of a special recognition, for the Texas Hunger Initiative.

2. 5. Presentation of a special recognition to designate all Fridays during the 2012 Texas Tech football season as Raider Power Fridays.

2. 6. Presentation of a special recognition to the Gannaway family to recognize September 13, 2012, as Make Brodie Smile Day in Lubbock.

2. 7. Lubbock Water Advisory Commission:  
Ken Rainwater

Urban Design & Historic Preservation Commission:  
Jane Henry

3. **Citizen Comments - Any citizen wishing to appear before any regular meeting of the City Council shall advise the City Manager's office of that fact no later than seven calendar days before the meeting at which the citizen wishes to appear. Any citizen wishing to so appear shall inform the City Manager's office, in writing, of the subject of the appearance. The subject matter shall be sufficiently detailed as to inform the City Council and the public of its nature. Such notice shall contain the name and address of the requestor. The appearance of any citizen giving such notice to the City Manager's office shall take precedence in addressing the City Council during the Citizen Comments period. Any citizen failing to advise the City Manager's office of his/her wish to appear before the City Council as hereinabove set forth shall, time permitting, be permitted to address the City Council after those having given notice. In accordance with the Texas Open Meetings Act, the City Council may not take action on public matters during Citizen Comments.**

3. 1. Armando Gonzales will appear before the City Council to discuss Lubbock media.

4. **Minutes**

4. 1. June 27, 2012 Special City Council Meeting (EUB)  
August 9, 2012 Regular City Council Meeting  
August 16, 2012 Special City Council Meeting (Lubbock Arts Alliance)

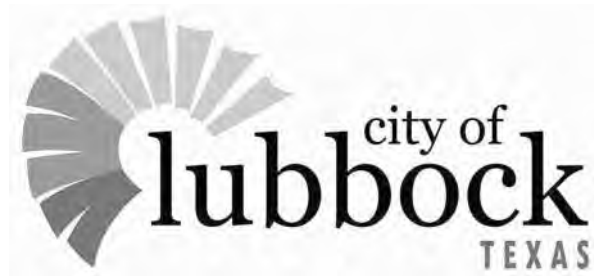
5. **Consent Agenda - Items considered to be routine and enacted by one motion without separate discussion. If the City Council desires to discuss an item, the item is removed from the Consent Agenda and considered separately.**

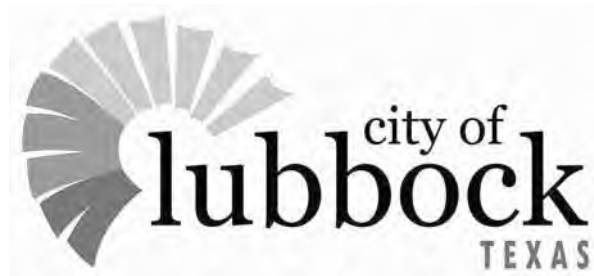
5. 1. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 24 amending the Adopted FY 2011-12 Budget respecting the Grant Fund to accept and appropriate funding from the Texas Department of Transportation (TxDOT) for the Driving While Intoxicated (DWI) Selective Traffic Enforcement Program (STEP) and the Speed STEP, Grant NO. 86040; accept and appropriate additional funds from the Texas State Library and Archives Commission (TSLAC) for the Library System Operation Grant, Grant NO. 83061; accept and appropriate additional funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG), Grant NO. 82047; accept and appropriate additional funding from the Federal Transit Administration (FTA) for the FY 2012 Section 5307 Grant, Grant NO. 88020; and reduce funding from the FTA for the FY 2010 Section 5307 Grant, Grant NO. 88002; and amend the Transit Fund, Fund NO. 271, by increasing revenues and expenditures.
5. 1. 1. **Resolution - Transit:** Consider a resolution authorizing the City of Lubbock's Budget Director to execute amendment No. 1 of the FY 2012 Federal Transit Administration Section 5307 Grant, to provide operating assistance, preventative maintenance, ADA paratransit and planning assistance.
5. 2. **Ordinance 1st Reading - Finance:** Consider a Supplemental Ordinance supplementing Ordinance No. 2007-00058, 2008-00079, 2009-00090, 2010-00075, and 2011-00082 pursuant to which Assessments were levied on property within Vintage Township Public Improvement District to provide Public Improvements for the District.
5. 3. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance 2012-00086 Amendment 23 amending the Adopted FY 2011-12 Budget respecting the Grant Fund to accept and appropriate funding from the Texas Department of State Health Services (DSHS) for the Regional and Local Services Section/Local Public Health System (RLSS/LPHS) Grant, the Immunization Branch - Locals (Immunization) Grant, the Syphilis Elimination Texas - Lubbock County (STD) Grant, and the Public Health Emergency Preparedness (PHEP) Grant.
5. 3. 1. **Contract Resolution - Public Health:** Consider a resolution authorizing the City Manager to execute Contract 2013-041470 with the Texas Department of State Health Services for the Immunization Branch - Locals, the RLSS/Local Public Health Services, the STD Syphilis Elimination Texas - Lubbock County, and the Public Health Emergency Preparedness (PHEP) grants.
5. 4. **Contract Resolution – Public Works Engineering:** Consider a resolution authorizing the Mayor to execute Contract 10673 with L. Howard Construction, Inc., for the Berl Huffman Park Lift Station Rehabilitation Project, BID 12-10673-MA.
5. 5. **Contract Resolution – Public Works Engineering:** Consider a resolution authorizing the Mayor to execute Change Order 1 to Contract 9835 with Archer Western Contractors, Ltd., for the construction of the Southeast Water Reclamation Plant Digesters 8 and 9 Improvements Project.
5. 6. **Contract Resolution – Public Works Engineering:** Consider a resolution authorizing the Mayor to execute unit price Contract 10671 with SAK Construction, LLC for the rehabilitation of existing sanitary sewer manholes, BID 12-10671-CI.
5. 7. **Contract Resolution - Public Works Engineering:** Consider a resolution authorizing the Mayor to execute Contract 10677 with Bennie Doggett for the sale of the City owned residential structure at 10002 (Rear) Milwaukee Avenue, BID 12-10677-RH.
5. 8. **Ordinance 1st Reading – Right-of-Way:** Consider an ordinance abandoning and closing a 15.6 foot wide alley in Green-Hankins Addition, a Subdivision of Block 11, Roberts and McWhorter Addition, 313 Vernon Avenue.

5. 9. **Ordinance 1st Reading – Right-of-Way:** Consider an ordinance abandoning and closing two 15-foot access easements located in Tract C, Milwaukee Business Park Addition, and Block AK, Section 35, 6202 Milwaukee Avenue.
5. 10. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to accept a Federal Aviation Administration Grant Agreement for \$2,206,150 with the Federal Aviation Administration for funding the design phase services related to the rehabilitation/reconstruction of Runway 17R-35L.
5. 11. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to approve Amendment 10 to the Architectural and Engineering Agreement 9002 between the City of Lubbock and Parkhill Smith & Cooper, Inc. design for the rehabilitation of Runway 17R/35L at Lubbock Preston Smith International Airport.
5. 12. **Contract Resolution - Solid Waste:** Consider a resolution authorizing the Mayor to execute contract 10670 with Environmental Industries, LP., for household hazardous waste disposal, BID 12-10670-CI.
5. 13. **Contract Resolution - Solid Waste:** Consider a resolution authorizing the Mayor to execute purchase order 24100284 with Al-Jon Manufacturing, LLC for landfill equipment, RFP 12-10502-CI.
5. 14. **Contract Resolution - Solid Waste:** Consider a resolution authorizing the Mayor to execute purchase order 24100285 with Warren CAT for landfill equipment, RFP 12-10502-CI.
5. 15. **Contract Resolution - Risk Management:** Consider a resolution authorizing the City Manager to purchase workers' compensation coverage through Texas Political Subdivisions Workers' Compensation Joint Self-Insurance.
5. 16. **Contract Resolution - Risk Management:** Consider a resolution authorizing the City Manager to purchase from OneBeacon Insurance an insurance policy for excess liability insurance coverage.
5. 17. **Contract Resolution - Risk Management:** Consider three resolutions authorizing the City Manager to purchase from Travelers Lloyds Insurance Company an insurance policy for inland marine insurance; from Travelers Casualty & Surety Company of America an insurance policy for crime insurance coverage; and from Federal Insurance Company, a member of the Chubb Group, an insurance policy for pipeline liability insurance coverage.
5. 18. **Contract Resolution - Risk Management:** Consider a resolution authorizing the City Manager to purchase from Texas Municipal League (TML) an insurance policy for property insurance coverage.
5. 19. **Contract Resolution - Risk Management:** Consider a resolution authorizing the City Manager to purchase from Hartford Steam & Boiler Inspection and Insurance Company an insurance policy for boiler and machinery coverage.
5. 20. **Contract Resolution - Risk Management:** Consider a resolution authorizing the City Manager to purchase from Ace Property and Casualty Insurance Company an insurance policy for airport and non-owned aircraft liability coverage.
5. 21. **Contract Resolution - Risk Management:** Consider a Resolution authorizing the Mayor to execute Interlocal Agreement 10629 with Texas Political Subdivisions Joint Self Insurance Fund (JSIF) to provide Third Party Administrator Liability Claims Services, RFP 12-10629-DT.
5. 22. **Resolution - City Manager:** Consider a Resolution authorizing the Mayor to sign the Metropolitan Planning Organization's Planning Agreement.

5. 23. **Ordinance 2nd Reading - Planning:** ZONE CASE 3145-B Ordinance 2012-00092 Consider request of City of Lubbock for a zoning change from IHC, IHI, C-4, and M-1 to CB-2 and CB-6 on 36.51 acres including Original Town Lubbock Block 6, 7, 22, 23, 24, 38, 39, 40, 57, 88, 89, Lots 1-10 Block 73, Lots 1-10 Block 90, Lots 11-15 Block 72, Citibus Tr A, and JB Moskins L 1 (east of Avenue K, south of Marsha Sharp Freeway, north of 10th Street, and west of the railroad Right of Way).
5. 24. **Ordinance 2nd Reading - Planning:** ZONE CASE 2946-A Ordinance 2012-00093 Consider the request of Gerald Hudson for a zoning change from R-1 to GO for a garden office on Lots 88 and 89, Lakeview Heights Addition (3402 and 3404 110th Street).
5. 25. **Ordinance 2nd Reading - Planning:** ZONE CASE 2189-C Ordinance 2012-00094 Consider request of McLiney Lumber and Supply for a zoning change from C-2 to C-4 Specific Use limited to a home improvement center and all unconditionally permitted C-3 uses on 3.648 acres of unplatted land out of Block E, Section 9.
5. 26. **Ordinance 2nd Reading - Planning:** ZONE CASE 3177 Ordinance 2012-00087 Consider the request of James Daniel (for The Landscape Gallery) for a zoning change from R-1 to C-4 limited to a greenhouse, plant nursery and all unconditionally permitted C-3 uses on 8.54 acres of unplatted land out of Block AK, Section 42 (2801 Alcove Avenue).
5. 27. **Ordinance 2nd Reading - Planning:** ZONE CASE 3178 Ordinance 2012-00088 Consider request of Tigris Development, LLC (for Joyce Craft) for a zoning change from R-1 to A-2 on 24 acres of unplatted land out of Block AK, Section 43 (north of 34th Street and west of Milwaukee Avenue).
5. 28. **Ordinance 2nd Reading - Planning:** ZONE CASE 3179 Ordinance 2012-00089 Consider request of Tigris Development, LLC (for Joyce Craft) for a zoning change from R-1 to AM on 61.6 acres of unplatted land out of Block AK, Section 43.
5. 29. **Ordinance 2nd Reading - Planning:** ZONE CASE 3180 Ordinance 2012-00095 Consider the request of Hurt and Stell Investments for a zoning change from A-2 to A-3 for a multi-family development limited to four stories on the north part of the west 369.69 feet of Lot A, less the south 9,191 square feet, Blankenship #2 Addition (2819 3rd Street).
5. 30. **Ordinance 2nd Reading - Planning:** ZONE CASE 2995-P Ordinance 2012-00096 Consider the request of James Rasmussen (for Rasmussen Development, Inc.) for a zoning change from C-2 to A-1 Specific Use for an apartment complex on 1.2 acres of Tract A, Woodbury Office Park (7021 Kewanee Avenue).
5. 31. **Ordinance 2nd Reading - Planning:** ZONE CASE 3181 Ordinance 2012-00097 Consider a request of Hugo Reed and Associates, Inc. (for Michael Strickland) for a zoning change from R-1 and T to C-3 and GO on 22.9 acres of unplatted land (north of Erskine Street and west of Frankford Avenue).
5. 32. **Ordinance 2nd Reading - Planning:** ZONE CASE 3182 Ordinance 2012-00098 Consider a request of Hugo Reed and Associates, Inc (for Nathan Gilmore) for a zoning change from T to R-1 Specific Use for Residential Estates to allow horses on Lots 100 and 125, Rancho Verde Estates Addition (7317 and 7318 80th Street).
5. 33. **Ordinance 2nd Reading - Planning:** ZONE CASE 3183 Ordinance 2012-00090 Consider a request of David Bloodworth (for Juan Gaudara) for a zoning change from C-3 to C-4 for a custom motorcycle shop on Lots 11, 12, and 13, Block 1, Burselson Osborne Heights Addition (2833 Clovis Road).

5. 34. **Ordinance 2nd Reading - Planning:** ZONE CASE 3184 Ordinance 2012-00099 Consider a request of City of Lubbock Community Development Department (for the City of Lubbock Urban Renewal Agency) for a zoning change from R-3 to R-1 for new single family home construction for an applicant in the new construction program on the east 122.8 feet of the south 30 feet of Lot 5 and the north 30 feet of Lot 6, Block 28, Beck Addition (210 and 212 Avenue S).
5. 35. **Ordinance 2nd Reading - Planning:** ZONE CASE 2151-B Ordinance 2012-00091 Consider a request of Paul Johnson (for Samuel and Chandler Investments) for a zoning change from C-4 to M-1 for an office warehouse on Lots 1 through 6, Del Prado Addition (805 Southeast Loop 289 and 7203, 7205, 7207, 7209, and 7211 Globe Avenue).
5. 36. **Resolution - Transit:** Consider a resolution authorizing the City of Lubbock's Budget Director to execute amendment No. 1 of the FY 2012 New Freedom Mobility Management Grant.
5. 37. **Resolution - Transit:** Consider a resolution authorizing the City of Lubbock's Budget Director to execute amendment No. 1 of the FY 2012 Federal Transit Administration Job Access and Reverse Commute (JARC) Program Grant.
6. **Regular Agenda**
6. 1. **Resolution - Finance:** Consider a resolution calling for a Public Hearing to consider the creation of a Public Improvement District (PID) for Kelsey Park which covers a portion of an area in the City of Lubbock, Lubbock County, Texas, generally bounded by FM 1585 on the North, Indiana Avenue on the East, the Lubbock City limits boundary on the South, and Quaker Avenue on the West.
6. 2. **Resolution - City Council:** Consider a resolution authorizing the Mayor to submit a letter to Congress supporting GoRail.
6. 3. **Budget Adoption Ordinance 2nd Reading - Finance:** Consider Ordinance 2012-00100 adopting the FY 2012-13 Operating Budget and Capital Program; providing for necessary transfers of funds between accounts and departments, if required; appropriating funds for the FY 2012-13 Operating Budget and Capital Program of the City of Lubbock; establishing Civil Service classifications and positions; approving all fees, fines, and charges for service; approving inclusion of equipment and property to be purchased as a part of the master lease program; authorizing the Mayor to appropriate certain funding during a duly declared state of disaster; approving the pay plan and personnel; amending section 22.03.084 of the Code of Ordinances of the City of Lubbock by revising water rates as contained therein; amending subsection 22.04.041(b) of the Code of Ordinances of the City of Lubbock by revising wastewater rates as contained therein; accepting the budgets for Lubbock Economic Development Alliance, Market Lubbock, Inc., Civic Lubbock, Inc., Lubbock Emergency Communications District, Vintage Township Public Facilities Corporation, and Meadowbrook Golf Course; providing for publication; and providing for a savings clause.
6. 4. **Resolution – Finance:** Consider a resolution ratifying the adoption of the FY 2012-13 budget that raises more tax revenue than was generated in the previous year.
6. 5. **Tax Levy Ordinance 2nd Reading - Finance:** Consider Ordinance 2012-00101 setting the tax rate and levying a tax upon all property subject to taxation within the City of Lubbock for 2012.
6. 6. **Resolution – Finance:** Consider a resolution amending the allocation of the Hotel Occupancy Tax Revenues for FY 2012-13 and distributing receipts, net collection expenses, as authorized in Chapter 351 of the Texas Tax Code.





**CITY OF LUBBOCK**  
**SPECIAL CITY COUNCIL MEETING**  
**June 27, 2012**  
**8:30 A. M.**

**The City Council of the City of Lubbock, Texas met in special session on the 27th of , 2012, at Sysco West Texas, 714 2nd Place, Lubbock, Texas at 8:30 a. m.**

**8:44 A.M. CITY COUNCIL CONVENED**  
**Sysco West Texas, 714 2nd Place, Lubbock, Texas**

Present: Mayor Glen C. Robertson; Mayor Pro Tem Floyd Price; Council Member Karen Gibson; Council Member Latrelle Joy; Council Member Todd R. Klein; City Secretary Rebecca Garza; City Attorney Sam Medina

Absent: Council Member Paul R. Beane; Council Member Victor Hernandez

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

*Note: Electric Utility Board (EUB) addressed agenda items in the following order:*

- *1.1; 2.1- 2.3; and 2.5-2.7*
- *Items 2.4 and 3.1-3.2 were deleted.*

**1. MINUTES**

**1. 1. Approval of the minutes of the May 22, 2012 Board Meeting**

Motion by Emilio Abeyta, seconded by Marc McDougal, to approve the May 22, 2012 Electric Utility Board minutes.

**Vote:** 8 - 0 Motion carried by the EUB Members.

**2. REGULAR AGENDA**

**2. 1. Welcome new board members and discuss duties and responsibilities of the Electric Utility Board.**

Clayton Isom and Council Member Latrelle Joy were welcomed.

**2. 2. Discuss and the Board will take action and award RFP #7134-12-ELD to, Minnix Commercial Partners LTD. of Lubbock, TX for LP&L Distribution replacement of building at Chalker Substation.**

Motion by Gail Kring, seconded by Emilio Abeyta to award the bid to Minnix as presented.

**Vote:** 8 - 0 Motion carried by the EUB Members.

2. 3. Discuss and the Board will take action and award ITB #7135-12-EUA to, Forms Plus of Lubbock, TX and Love Envelopes of Oklahoma City, OK for LP&L billing statements and envelopes-annual pricing.

Motion by Marc McDougal, seconded by George Carpenter, to award the bid to Forms Plus of Lubbock and Love Envelopes of Oklahoma City.

**Vote:** 8 - 0 Motion carried by the EUB Members.

2. 4. Discuss and the Board will take action on, in accordance with the authority outlined in Resolution No. 2007-R0227, the discounts for electric service provided to customers in Rate 16, 16P and 16T rate classes.

**This item was deleted.**

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

Damian Pantoya, Finance Director, Electric Utilities, gave comments and answered questions from the Board.

2. 6. Discuss and the Board will take action on the budget of Lubbock Power & Light for fiscal year 2012-2013 and make appropriate recommendations to the City Council of the City of Lubbock pursuant to § 2.03.415(a) of the Code of Ordinances, City of Lubbock, Texas, Chapter 2, Division 12.

Don Cullon, Director of System Planning for LP&L; Dale Stephens, Director of Transmission and Distribution for LP&L; and Pam Moon, Director of Accounting; gave comments and answered questions from the Board.

2. 7. Black & Veatch will appear before the Electric Utility Board and make a presentation regarding the current national electric utility industry, trends in generation, transmission and the wholesale electric power markets, and future challenges facing the electric utility industry.

Black and Veatch presented three presentations and answered questions from the Board.

### **EXECUTIVE SESSION (Items 3.1-3.2 were deleted.)**

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

3. 1. 1. To discuss plans, studies, proposals and analyses for system improvements, additions and sales.

3. 1. 2. To discuss proposals, strategies and capital improvement plans for generation units, generation unit operating characteristics and related ancillary generation equipment.

3. 1. 3. To discuss agreements, proposals, risk management information and related strategies regarding purchased power agreements, bidding and pricing information, fuel risk management information and related policies.

3. 1. 4. To discuss and the Board will take action on customer billing and usage information, electric power pricing proposals, system load characteristics and electric power marketing analyses, policies and strategies.

3. 2. Hold an executive session in accordance with V.T.C.A. Government Code, §551.071 (1)(A) seeking the advice of its legal counsel about pending or contemplated litigation or settlement agreements and hold a consultation with the attorney (regulatory matters, contractual issues, liability claims; Cause No. 2012-501169, Republic Power Partners, L.P. v. West Texas Municipal Power Agency and the City of Lubbock).

**2:45 P.M. CITY COUNCIL ADJOURNED**

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

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GLEN C. ROBERTSON, MAYOR

ATTEST:

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

**CITY OF LUBBOCK**  
**REGULAR CITY COUNCIL MEETING**  
**August 9, 2012**  
**3:00 P. M.**

**The City Council of the City of Lubbock, Texas met in regular session on the 9th of August, 2012, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 3:00 p. m.**

**3:00 P.M. CITY COUNCIL CONVENED**  
**City Council Chambers, 1625 13th Street, Lubbock, Texas**

Present: Mayor Glen C. Robertson; Mayor Pro Tem Karen Gibson; Council Member Jim Gerlt; Council Member Victor Hernandez; Council Member Latrelle Joy; Council Member Todd R. Klein; Council Member Floyd Price; City Manager Lee Ann Dumbauld; City Secretary Rebecca Garza; City Attorney Sam Medina

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

- *Executive Session; Citizen Comments (2.1-2.5); 3.3-3.5; Citizen Comments Sign-ups (2.6); 3.1-3.2; 4.1; 5.1; 5.8-5.15; 5.17; 5.2-5.6; 5.16; 5.18; 6.1; 6.4 (addressed again following 6.3); and 6.2-6.4.*
- *Items 5.7 and 7.1-7.5 were deleted.*

**1. Executive Session**

**The meeting was called into a closed public session at 3:01 p.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into public session at 6:15 p.m.**

- 1. 1.** Hold an executive session in accordance with Vernon's Texas Codes Annotated (V.T.C.A.) Government Code, Section 551.071(1)(A),(B) and (2), to discuss pending or contemplated litigation or settlement agreement, and hold a consultation with attorney.
- 1. 1. 1.** Consider a resolution authorizing and directing the Mayor to execute settlement documents in connection with an out-of-court settlement reached between Various State Attorneys General and J.P. Morgan & Chase & Co. ("JPMC") concerning alleged violations of state and federal antitrust and other laws by JPMC and other providers, brokers and advisors, involving the marketing, sale, and placement of Municipal Bond Derivatives.
- 1. 1. 2.** Statement of Intent filed by Atmos Energy Corporation on February 7, 2012, to increase gas utility rates within the incorporated areas serviced by Atmos Energy Corporation, West Texas and the City's denial of the intent filed by Atmos Energy Corporation and to consider a settlement.
- 1. 1. 3.** Discussion concerning the City Legal Department's representation of the Lubbock Metropolitan Planning Organization.
- 1. 1. 4.** Property located at 1206 14th Street, Lubbock, Texas, also known as the Omni Building.

1. 2. Hold an executive session in accordance with V.T.C.A. Government Code, §551.071 (1)(A) seeking the advice of its legal counsel about pending or contemplated litigation or settlement agreements and hold a consultation with the attorney (Electric Utility - Cause No. 2012-501,169, Republic Power Partners, L.P. v. WTMPA and the City of Lubbock; and claims related to electric power outages).
1. 3. Hold executive session in accordance with V.T.C.A. Government Code, Section 551.072, to deliberate the purchase, exchange, lease, or value of real property.
  1. 3. 1. Property located at 1206 14th Street, Lubbock, Texas, also known as the Omni Building.
  1. 3. 2. Godeke Library
1. 4. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074(a)(1), to discuss personnel matters and take appropriate action.
  1. 4. 1. City Attorney
  1. 4. 2. City Manager
  1. 4. 3. City Secretary
1. 5. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074(a), to discuss personnel matters regarding the duties, responsibilities, and/or appointments to the Central Business District Tax Increment Financing (TIF) Reinvestment Zone Board of Directors, and Urban Design & Historic Preservation Commission.

**6:15 P.M. CITY COUNCIL RECONVENED**  
**Council Chambers**

2. **Citizen Comments - Any citizen wishing to appear before any regular meeting of the City Council shall advise the City Manager's office of that fact no later than seven calendar days before the meeting at which the citizen wishes to appear. Any citizen wishing to so appear shall inform the City Manager's office, in writing, of the subject of the appearance. The subject matter shall be sufficiently detailed as to inform the City Council and the public of its nature. Such notice shall contain the name and address of the requestor. The appearance of any citizen giving such notice to the City Manager's office shall take precedence in addressing the City Council during the Citizen Comments period. Any citizen failing to advise the City Manager's office of his/her wish to appear before the City Council as hereinabove set forth shall, time permitting, be permitted to address the City Council after those having given notice. In accordance with the Texas Open Meetings Act, the City Council may not take action on public matters during Citizen Comments.**
  2. 1. Maurice Stanley will appear before the City Council to discuss the Gateway Fund.  
 Maurice Stanley appeared before Council to discuss the Gateway Fund.
  2. 2. LeEarl Bryant will appear before the City Council to discuss historic preservation and neighborhoods.  
 LeEarl Bryant appeared before Council to discuss the historic preservation of neighborhoods.
  2. 3. Armando Gonzales will appear before the City Council to discuss Four Sevens Exploration Drilling's fracking method.  
 Armando Gonzales appeared before Council to speak in opposition of fracking.

2. 4. Mark Umstot will appear before the City Council to discuss stormwater issues.

Mark Umstot appeared before Council to discuss stormwater fees.

2. 5. Bill Bass will appear before the City Council to discuss water restrictions.

Bill Bass appeared before Council to discuss water restrictions.

2. 6. **Sign-ups**

- Mikel Ward appeared before Council to discuss the FY 2012-13 Proposed Budget
- Leann Lamb-Vines, Frank Falbo, Karen Porter, Naida Gonzales, Chris Balch, and Daniel Kontoff appeared before Council to speak in opposition of fracking.
- Jay Leeson appeared before Council to express gratitude for night meetings and speak on stormwater fees.
- Roger Settler appeared before Council to express gratitude for night meetings, speak in opposition of fracking, and speak about stormwater rates.
- Fred Howell, Don Workman, and Lance Cansino appeared before Council to speak in favor of fracking.
- Joyce Moore appeared before Council to express gratitude for evening meetings and give concerns about fracking.
- Skeet Workman appeared before Council to speak about jobs in Lubbock and in favor of fracking.
- Burley Owen appeared to discuss the FY 2012-13 Proposed Budget and the Lubbock Economic Development Alliance (LEDA).

3. **Proclamations and Presentations**

3. 1. Invocation by Al Martin, Director of the Wesley Foundation.

Mr. Martin was unable to attend. Council Member Jim Gerlt led the invocation.

3. 2. Pledges of Allegiance.

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

3. 3. Presentation of a special recognition to the Larry Combest Community Health and Wellness Center Board of Directors for National Health Center Week, August 5-11, 2012.

Mayor Robertson presented special recognition to the Larry Combest Community Health and Wellness Center Board of Directors for National Health Center Week. Linda McMurray, Executive Director, gave comments on what their center provides and gave thanks to City Council.

3. 4. Presentation of a special recognition to the City of Lubbock 2012 Junior Ambassadors, who traveled to Lubbock's sister city, Musashino City, Japan, in June.

Mayor Robertson along with Mayor Pro Tem Gibson presented special recognition to the City of Lubbock 2012 Junior Ambassadors who traveled to Lubbock's sister city, Musashino City, Japan. Mayor Pro Tem Gibson gave comments on the trip and recognized Sarah Hensley, Assistant to the City Council, for all of her dedication and hard work for the trip.

The 2012 Junior Ambassadors are: Noah Alonzo, Kendall Lewis-Brakeley, Jeremy L. Delgado, Sarabeth Evans, Jordan Garza, Courtney Gragson, Jerry Hernandez, Abbigail Hines, William L. Langston, Ramsey Leonard, Paul Lie, Darby Long, Pablo E. Martinez-Trejos, Anakarina Millares-Rosiles, Madeline E. Rodriguez, Elaney Tedder.

3. 5. Board Recognitions:

Appointments Advisory Board:  
Grace Graza (unable to attend)

Canadian River Municipal Water Authority:  
Dwight McDonald

#### 4. Minutes

4. 1. July 12, 2012 Regular City Council Meeting  
July 12, 2012 Special City Council Meeting

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Latrelle Joy to approve the July 12, 2012 Regular City Council Meeting and the July 12, 2012 Special 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 Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to approve items 5.1; 5.8-5.15; and 5.17.

**Vote:** 7 - 0 Motion carried

5. 1. **Budget Ordinance Amendment 1st Reading - LP&L:** Ordinance No. 2012-O0079, Amendment 21, amending the Adopted FY 2011-12 Budget respecting the Lubbock Power and Light (LP&L) Capital Project Fund by amending Capital Improvement Project No. 92197, Tie Line Transformer Replacement; and by establishing Capital Improvement Project 92283, MGL 6 & 7 Cooling Tower Replacement; and respecting the LP&L Operating Fund by decreasing the transfer to the Capital Projects Fund.

5. 2. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2012-O0083, Amendment 22, amending the Adopted FY 2011-12 Budget respecting the Grant Fund to accept and appropriate funding from the U.S. Department of Justice (DOJ) for the Edward Byrne Memorial Justice Assistance Grant (JAG); and to accept and appropriate additional funding from the U.S. Department of Housing and Urban Development (HUD) for the Emergency Solutions Grant (ESG), Grant No. 80046.

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to approve Ordinance No. 2012-O0083.

**Vote:** 6 - 0 Motion carried

Other: Council Member Victor Hernandez (RECUSE)

5. 3. **Ordinance Willow Bend 2nd Reading - Finance :** Ordinance 2012-O0077 reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Willow Bend Public Improvement District (PID); approving, adopting, and filing with the City Secretary, the Assessment Roll; and levying assessments based on the revised Service Plan for the cost of certain services and/or improvements to be provided in the District during FY 2012-13.

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to approve Ordinance No. 2012-O0077.

**Vote:** 6 - 1 Motion carried

NAY: Mayor Glen C. Robertson

5. 4. **Resolution - Finance :** Resolution No. 2012-R0308 authorizing and directing the Mayor to execute settlement documents in connection with an out-of-court settlement reached between Various State Attorneys General and J.P. Morgan & Chase & Co. ("JPMC") concerning alleged violations of state and federal antitrust and other laws by JPMC and other providers, brokers and advisors, involving the marketing, sale, and placement of Municipal Bond Derivatives.

Motion by Council Member Todd R. Klein, seconded by Council Member Latrelle Joy to approve Resolution No. 2012-R0308.

**Vote:** 7 - 0 Motion carried

5. 5. **Ordinance 1st Reading – City Attorney :** Ordinance No. 2012-O0084 amending Chapter 14, Offenses and Other Provisions, of the Code of Ordinances of the City of Lubbock, Texas, with regard to repealing outdated and unnecessary provisions, amending provisions to encompass current practices, and conforming the ordinance to the standards and conventions of the rest of the code of ordinances; providing a penalty clause for the violation thereof; providing a savings clause; and providing for publication.

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to approve Ordinance No. 2012-O0084.

**Vote:** 7 - 0 Motion carried

5. 6. **Ordinance 1st Reading – Traffic** : Ordinance No. 2012-O0085 amending Chapter 20, Traffic, of the City of Lubbock Code of Ordinances, to amend Article 20.05, Division 1, to create a Section 20.05.010, Impounding Uninsured Vehicles, to authorize a Police Officer to impound a motor vehicle stopped for a traffic law violation if the vehicle's owner or operator fails to show evidence of financial responsibility; providing a savings clause; providing a penalty for the violation thereof; and providing for publication.

Sam Medina, City Attorney, gave comments and answered questions from Council.

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to approve Ordinance No. 2012-O0085.

**Vote:** 6 - 1 Motion carried

NAY: Council Member Victor Hernandez

5. 7. **Contract Resolution – Public Works Streets** : Consider a resolution authorizing the Mayor to execute Change Order 1 to Contract 10500 with Ballou Pavements Solutions, Inc., for the 2012 Micro-Surfacing Project.

**This item was deleted.**

5. 8. **Contract Resolution – Public Works Engineering** : Resolution No. 2012-R0302 authorizing the Mayor to execute Change Order Number 3 to Contract 9355 with Archer Western Contractors, Ltd., of Arlington, Texas, for the construction of the Lake Alan Henry Water Supply Project South Water Treatment Plant, Contract F, RFP#10-039-MA.
5. 9. **Contract Resolution – Public Works Engineering** : Resolution No. 2012-R0303 authorizing the Mayor to execute a lump sum price Contract #10569 with Brown-McKee, Inc., for Southeast Water Reclamation Plant 4, Blower Building Ventilation Modifications, BID 12-10569-CI.
5. 10. **Ordinance 1st Reading – Right-of-Way** : Ordinance No. 2012-O0080 abandoning and closing two water line easements located in Block 6, Suburban Homes Addition, to the City of Lubbock, Lubbock County, Texas, 304 50th Street.
5. 11. **Ordinance 1st Reading – Right-of-Way** : Ordinance No. 2012-O0081 abandoning and closing a portion of a 20 foot drainage easement located on Lot 9, Northridge Addition, Lubbock, Texas, 3005 Mesa Road.
5. 12. **Ordinance 1st Reading – Right-of-Way** : Ordinance No. 2012-O0082 abandoning and closing a 60 foot wide drainage easement located in Tract 32, Overton Park Addition, Lubbock County, Texas, Mac Davis Lane and Avenue U.
5. 13. **Contract Resolution - Airport** : Resolution No. 2012-R0304 authorizing the Mayor to award Contract # 10663 to Tony Kay Construction, LLC for annual pricing on Airport Terminal Glass Replacement, ITB # 12-10663-DG.
5. 14. **Contract Resolution - Airport** : Resolution No. 2012-R0305 authorizing the Mayor to execute a unit price Contract #10666, to Hi-Lite Markings Inc. for Airfield Pavement Markings at Lubbock Preston Smith International Airport, BID 12-10666-DT.
5. 15. **Contract Resolution - Parks and Recreation** : Resolution No. 2012-R0306 authorizing the Mayor to execute Contract #10667 with Ground Effects for mowing services for Group 7 Class D Parks Properties, BID 12-10667-CI.

5. 16. **Resolution - Parks & Recreation** : Resolution No. 2012-R0309 authorizing the Mayor to accept deed transfer of certain real property, belonging to Lubbock I.S.D., and known as the former Tubbs Elementary School property.

Lee Ann Dumbauld, City Manager, gave comments and answered questions from Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Latrelle Joy to approve Resolution No. 2012-R0309.

**Vote:** 7 - 0 Motion carried

5. 17. **Contract Resolution - Solid Waste** : Resolution No. 2012-R0307 authorizing the Mayor to execute unit price Contract #10664 with Lanco Turf and Seeding, Inc., for the Caliche Canyon Landfill and West Texas Region Disposal Facility Vegetative Seeding, BID 12-10664-CI.

5. 18. **Contract Resolution - Transit** : Resolution No. 2012-R0310 authorizing the Mayor to execute a contract between the City of Lubbock and Texas Tech University (TTU) for campus bus service.

Lee Ann Dumbauld, City Manager, gave comments and answered questions from Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Jim Gerlt to approve Resolution No. 2012-R0310.

**Vote:** 7 - 0 Motion carried

## 6. **Regular Agenda**

6. 1. **Resolution - Finance** : Resolution No. 2012-R0311 concerning property tax rates and any impact it may have on City Operations, the Fiscal Year 2012-13 Operating Budget and Capital Program and adopting a proposed property tax rate that will result in additional revenues as outlined in Section 26.05 (d) of the Tax Code of the State of Texas, and setting the dates for public hearings to discuss the proposed tax rate.

Cheryl Brock, Budget Director; and Lee Ann Dumbauld, City Manager, gave a presentation and answered questions from Council.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to approve Resolution No. 2012-R0311 setting the proposed tax rate as 49.211 cents.

**Vote:** 4 - 3 Motion carried

NAY: Council Member Victor Hernandez  
Council Member Todd R. Klein  
Council Member Floyd Price

Motion by Council Member Jim Gerlt, seconded by Council Member Todd R. Klein to approve Resolution No. 2012-O0311 setting the dates for the public hearings to discuss the proposed tax rate as Thursday, August 23, 2012, at 6:30 p.m. and Thursday, August 30, 2012 at 6:30 p.m.

**Vote:** 7 - 0 Motion carried

6. 2. **Budget Ordinance Amendment 2nd Reading - Finance** : Budget Ordinance 2012-O0078, Amendment 20, amending the Adopted FY 2011-12 Budget respecting the Grant Fund to accept and appropriate funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG).

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to approve Ordinance No. 2012-O0078.

**Vote:** 6 - 0 Motion carried

Other: Council Member Victor Hernandez (RECUSE)

6. 2. 1. **Contract Resolution - Community Development** : Resolution No. 2012-R0312 authorizing the Mayor to execute a contract and all related documents with Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG) Contract #61000001426 to provide assistance to reduce poverty, revitalize low-income communities, and empower low-income families and individuals to become self-sufficient.

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to approve Resolution No. 2012-R0312.

**Vote:** 6 - 0 Motion carried

Other: Council Member Victor Hernandez (RECUSE)

6. 2. 2. **Contract Resolution - Community Development** : Resolution No. 2012-R0313 authorizing the Mayor to execute Contract 10878 for a Community Development Funding Contract and all related documents with Catholic Charities Diocese of Lubbock (CCDL) to provide assistance to families to transition them out of poverty through the Community Service Block Grant (CSBG) for the Parent Empowerment Program.

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to approve Resolution No. 2012-R0313.

**Vote:** 6 - 0 Motion carried

Other: Council Member Victor Hernandez (RECUSE)

6. 3. **Resolution - City Council** : Resolution No. 2012-R0314 to form, and appoint persons as members to, an ad hoc committee to study stormwater fees, and report its findings and policy recommendations back to the City Council.

Motion by Council Member Latrelle Joy, seconded by Council Member Todd R. Klein to approve Resolution No. 2012-R0314.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Todd R. Klein to amend the main motion by striking the language "three (3) members representative of the Lubbock business community at-large, and one (1) member representative of the Lubbock small business community" and inserting the following:

- "two (2) members representative of the Lubbock large business community, and two (2) members representative of the Lubbock small business community"

**Vote:** 6 - 1 Motion carried

NAY: Mayor Glen C. Robertson

Main Motion (with amendment)

**Vote:** 7 - 0 Motion carried

**Stormwater Committee:** Motion by Council Member Jim Gerlt, seconded by Mayor Pro Tem Karen Gibson, to make the following appointments:

**Large business representatives** - Brian Irlbeck and Pete Ruiz

**Small business representatives** - Mark Umstot and Patricia Grimstead

**Model Codes** - Cyril Reasoner, Bill Maloy, and Joe Rapier

**City Council** - Mayor Pro Tem Karen Gibson and Council Member Latrelle Joy

**Vote:** 6 - 0 Motion carried

Other: Council Member Todd R. Klein (RECUSE)

6. 4. **Board Appointments - City Secretary** : Consider one appointment to the Central Business District TIF Reinvestment Zone Board of Directors, one appointment to the Lubbock Water Advisory Commission, and one appointment to the Urban Design & Historic Preservation Commission.

**Central Business District TIF Reinvestment Zone Board of Directors:** Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price, to postpone the appointment to the next regular City Council Meeting.

**Vote:** 5 - 2 Motion carried

NAY: Mayor Glen Robertson and Council Member Latrelle Joy

**Lubbock Water Advisory Commission:** Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Latrelle Joy, to appoint Ken Rainwater.

**Vote:** 7 - 0 Motion carried

**Urban Design & Historic Preservation Commission:** Motion by Council Member Todd R. Klein, seconded by Council Member Latrelle Joy, to appoint Jane Henry.

**Vote:** 7 - 0 Motion carried

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

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to postpone items 7.1-7.5 to the next Regular City Council Meeting.

**Vote:** 6 - 1 Motion carried

NAY: Mayor Glen C. Robertson

7. 1. Central Business District Tax Increment Financing presentation and discussion: FY 2012-13 Proposed Budget and related activities.
7. 2. Lubbock Economic Development Alliance presentation and discussion: FY 2012-13 Proposed Budget and related activities.
7. 3. Lubbock Water Advisory Commission presentation and discussion: FY 2012-13 Proposed Budget and related activities.
7. 4. Lubbock Power & Light presentation and discussion: FY 2012-13 Proposed Budget and related activities.
7. 5. Lubbock Metropolitan Planning Organization presentation and discussion: FY 2012-13 Proposed Budget and related activities.

**9:40 P.M. CITY COUNCIL ADJOURNED**

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

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GLEN C. ROBERTSON, MAYOR

ATTEST:

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Rebecca Garza, City Secretary

**CITY OF LUBBOCK**  
**SPECIAL CITY COUNCIL MEETING**  
**August 16, 2012**  
**5:00 P. M.**

**The City Council of the City of Lubbock, Texas met in special session on the 16th of August, 2012, at the Buddy Holly Center, 1801 Crickets Avenue, Lubbock, Texas at 5:00 p. m.**

**5:15 P.M. CITY COUNCIL CONVENED**  
**Buddy Holly Center, 1801 Crickets Avenue, Lubbock, Texas**

Present: Mayor Glen C. Robertson; Mayor Pro Tem Karen Gibson; Council Member Jim Gerlt; Council Member Latrelle Joy; Council Member Todd R. Klein; Council Member Floyd Price; City Manager Lee Ann Dumbauld; City Secretary Rebecca Garza; City Attorney Sam Medina

Absent: Council Member Victor Hernandez

**1. Regular Agenda**

**1. 1. Reception honoring elected officials**

Pat Maines, Member of the Lubbock Arts Alliance, introduced the elected officials in attendance.

Council participated in a Mix and Mingle for the "Summer Showcase" Concert featuring The Griffin Adams Band

**5:40 P.M. CITY COUNCIL ADJOURNED**

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

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

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



**Regular City Council Meeting**

**5. 1.**

**Meeting Date:** 09/13/2012

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**Information**

**Agenda Item**

**Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 24 amending the Adopted FY 2011-12 Budget respecting the Grant Fund to accept and appropriate funding from the Texas Department of Transportation (TxDOT) for the Driving While Intoxicated (DWI) Selective Traffic Enforcement Program (STEP) and the Speed STEP, Grant NO. 86040; accept and appropriate additional funds from the Texas State Library and Archives Commission (TSLAC) for the Library System Operation Grant, Grant NO. 83061; accept and appropriate additional funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG), Grant NO. 82047; accept and appropriate additional funding from the Federal Transit Administration (FTA) for the FY 2012 Section 5307 Grant, Grant NO. 88020; and reduce funding from the FTA for the FY 2010 Section 5307 Grant, Grant NO. 88002; and amend the Transit Fund, Fund NO. 271, by increasing revenues and expenditures.

**Item Summary**

- I. Accept and appropriate \$71,396 from TxDOT for the DWI STEP and the Speed STEP and appropriate the \$71,396 local match, for a total grant appropriation of \$142,792. The grant provides funding for off-duty law enforcement personnel working overtime to detect and arrest alcohol and drug-impaired drivers and to detect non-compliance of designated speed limits within targeted areas of Lubbock. The enforcement program will be conducted during FY 2012-13. TxDOT will reimburse 50 percent of the expenditures through this grant.
- II. Accept and appropriate an additional \$15,238 from the TSLAC for the Library System Operation Grant, for a total grant appropriation of \$167,829. The grant funds one full-time position and two part-time positions to improve library services in the West Texas Library System.
- III. Accept and appropriate an additional \$95,259 from the TDHCA for CSBG, for a total grant appropriation of \$381,035. The grant provides assistance to reduce poverty, revitalize low-income communities, and empower low-income families and individuals to become self-sufficient.
- IV. Accept and appropriate an additional \$194,226 from the FTA for the FY 2012 Section 5307 Grant, for a total grant appropriation of \$2,994,226. Transfer an additional local match of \$11,138 from the Citibus Enterprise Fund to the Grant Fund. The funds from this grant are used for operating assistance, preventive maintenance, non-fixed route ADA paratransit, and planning. A local match in the amount of \$1,427,284 is included in the FY 2011-12 budget, with the additional \$11,138 above, the total match budgeted is \$1,438,422. Transportation Development Credits of \$15,146 will be used for the remaining match amount.
- V. Amend the FY 2010 Section 5307 Grant from the FTA by decreasing it \$144,000, from \$2,824,406 to \$2,680,406, and amend the FY 2012 Section 5307 Grant by increasing it \$144,000, from \$2,994,226 to \$3,138,226. The FTA is de-obligating \$144,000 from the FY 2010 Section 5307 Grant in order to move it to the FY 2012 Section 5307 Grant to be used for the purchase of a new Hybrid bus. The FTA is allowing Citibus to utilize \$24,480 in Transportation Development Credits to satisfy the local match requirement. There is no additional cost to the City for matching funds.
- VI. Appropriate an additional \$449,364 in Transit Fund revenue for Demand Response Services, and increase the

expenditure budget \$449,364 in Cost Center 4515, Demand Response Services. Additional revenue will be generated for Demand Response Services due to Citibus providing more of the service in house, and due to the increase in service, costs will also increase.

VII. Appropriate an additional \$475,000 in Transit Fund revenue for Tech Sub System, and increase the expenditure budget \$475,000 in Cost Center 4512, Texas Tech Service. Additional revenue will be generated for the Tech Sub System due to an increased number of routes, which will also increase the cost of the service.

**Fiscal Impact**

Included in Item Summary

**Staff/Board Recommending**

Cheryl Brock  
Budget Director

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**Attachments**

Budget Ordinance 24 - TxDOT

Budget Detail - Police STEP

Budget Detail - WTLS

Budget Detail - CSBG

Budget Detail - TxDOT

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

AN ORDINANCE AMENDING THE FY 2011-12 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE DRIVING WHILE INTOXICATED (DWI) SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) AND THE SPEED STEP PROGRAM, GRANT NO. 86040; ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS STATE LIBRARY AND ARCHIVES COMMISSION (TSLAC) FOR THE LIBRARY SYSTEM OPERATION GRANT, GRANT NO. 83061; ACCEPT AND APPROPRIATE ADDITIONAL FUNDING FROM THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) FOR THE COMMUNITY SERVICES BLOCK GRANT (CSBG), GRANT NO. 82047; ACCEPT AND APPROPRIATE ADDITIONAL FUNDING FROM THE FEDERAL TRANSIT ADMINISTRATION (FTA) FOR THE FY 2012 SECTION 5307 GRANT, GRANT NO. 88020; REDUCE FUNDING FROM THE FTA FOR THE FY 2010 SECTION 5307 GRANT, GRANT NO. 88002; AND RESPECTING THE TRANSIT FUND, FUND NO. 271, BY INCREASING REVENUES AND EXPENDITURES.

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 2011-12 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 2011-12 (Budget Amendment #24) for municipal purposes, as follows:

- I. Accept and appropriate \$71,396 from TxDOT for the DWI STEP and the Speed STEP and appropriate the \$71,396 local match, for a total grant appropriation of \$142,792.
- II. Accept and appropriate an additional \$15,238 from the TSLAC for the Library System Operation Grant, for a total grant appropriation of \$167,829.
- III. Accept and appropriate an additional \$95,259 from the TDHCA for the CSBG, for a total grant appropriation of \$381,035.

- IV. Accept and appropriate an additional \$194,226 from the FTA for the FY 2012 Section 5307 Grant, for a total grant appropriation of \$2,994,226.
- V. Amend the FY 2010 Section 5307 Grant from the FTA by decreasing it \$144,000, from \$2,824,406 to \$2,680,406, and amend the FY 2012 Section 5307 Grant by increasing it \$144,000, from \$2,994,226 to \$3,138,226.
- VI. Appropriate an additional \$449,364 in Transit Fund revenue for Demand Response Services and increase the expenditure budget \$449,364 in Cost Center 4515, Demand Response Services.
- VII. Appropriate an additional \$475,000 in Transit Fund revenue for Tech Sub System and increase the expenditure budget \$475,000 in Cost Center 4512, Texas Tech Service.

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 this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Passed by the City Council on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

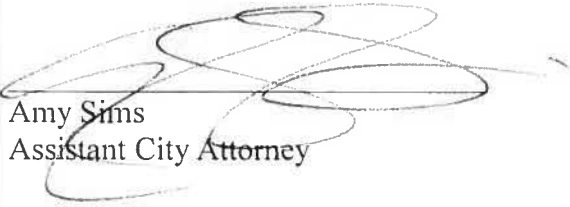
\_\_\_\_\_  
Rebecca Garza  
City Secretary

APPROVED AS TO CONTENT:



Cheryl Brock  
Budget Director

APPROVED AS TO FORM:



Amy Sims  
Assistant City Attorney

BudgetFY1112.Amend24.ord.doc  
8.30.12

**City of Lubbock, TX  
Grant Award  
New Grant - Budget Detail  
September 13, 2012**

**Administrative Information**

City Assigned Grant Number	<u>86040</u>
Grant Name	Driving While Intoxicated Selective Traffic Enforcement Program (STEP) and the Speed (STEP) Program
Grant Effective Date	<u>10/1/2012-9/30/2013</u>
Grant Provider/Agency	<u>Texas Department of Transportation</u>
Grant Award	<u>\$ 71,396</u>
City Grant Match	<u>71,396</u>
Funding Source of Grant Match	<u>General Fund</u>

**Budget Information**

<b>Grant Appropriation Detail</b>	<b>Cost</b>
Overtime Salaries	\$ 141,992
Travel	800
<b>Total Appropriation</b>	<u><u>\$ 142,792</u></u>

**City of Lubbock, TX**  
**Grant Contract**  
**Existing Grant - Budget Detail**  
**September 13, 2012**

**Administrative Information**

City Assigned Grant Number	83061
Grant Name	West Texas Library System Operation Grant
Grant Effective Date	9/1/2011-12/31/2012
Grant Provider/Agency	Texas State Library Archive Commission
Original Appropriation Date	9/27/2011
Original Appropriation-Budget Ordinance	2011-O0084
Original Grant Acceptance-Resolution	2011-R0418

**Personnel Information**

Number of full-time positions funded	1
Number of part-time positions funded	2

Title of Position	Annual Salary	Annual Benefits	Grant Amendment	Previous Award
Librarian III	\$ 29,409	2,348		31,757
User Support Analyst	23,732	4,164		27,895
Senior Bookkeeper	40,811	21,068		61,879
<b>Total</b>	\$ 93,952	27,580	-	121,531

**Budget Information**

Grant Detail	Previous Award Amount	Amendment Amount	Total Award Amount
Salary	\$ 93,952	9,582	103,534
Benefits	27,580	2,586	30,166
Office supplies	319	-	319
Contractual (workshop presenters)	4,363	-	4,363
Other			
Telephone	6,346	112	6,458
Training and Travel	7,393	1,650	9,043
Indirect Cost (for management of grant)	12,638	1,308	13,946
<b>Total Grant</b>	\$ 152,591	15,238	167,829

**City of Lubbock, TX  
Grant Amendment  
Existing Grant - Budget Detail  
September 13, 2012**

**Administrative Information:**

City Assigned Grant Number:	82047
Grant Name:	Community Services Block Grant
Grant Effective Date:	1/1/2012-12/31/2012
Grant Provider/Agency:	Texas Department of Housing and Community Affairs
Original Appropriation Date:	3/6/2012
Original Appropriation-Budget Ordinance:	2012-O0016
Original Grant Acceptance-Resolution:	2012-R0098

**Personnel Information:**

No. of full-time positions funded w/ grant: 5

Title of Position	Annual Salary	Annual Benefits	Grant	Other Grant	General Fund
Program Specialist	\$ 41,431	21,393	4,700	58,124	-
Account Analyst	60,902	26,668	4,200	83,370	-
Administrative Assistant	22,734	16,247	2,950	36,031	-
CD Director & Citibus Liaison	84,863	33,380	5,750	112,493	-
CD Contract Coordinator	57,251	25,760	4,150	78,861	-
<b>Total</b>	\$ 267,181	123,448	21,750	368,879	-

**Budget Information:**

Grant Amendment Detail	7/12/2012		
	Award Amount	Amendment Amount	Total Award Amount
Salaries	\$ 43,500	14,500	58,000
Benefits	21,750	7,250	29,000
Travel	1,576	525	2,101
Supplies	2,876	959	3,835
Other	1,664	-	1,664
Audit	2,264	1,250	3,514
Advertising	272	150	422
Indirect Cost	9,000	3,000	12,000
Contractual			
Catholic Charities, Diocese of Lubbock	148,874	49,625	198,499
South Plains Association of Governments	35,250	11,750	47,000
Catholic Charities CEAP Ops	5,978	2,000	7,978
Lutheran Social Services CEAP Ops	5,230	1,750	6,980
LIFE Run Centers CEAP Ops	2,242	750	2,992
CEAP Household Crisis Inspections	5,300	1,750	7,050
<b>Total Amendment</b>	\$ 285,776	95,259	381,035

**City of Lubbock, TX  
Grant Award  
Existing Grant - Budget Detail  
September 13, 2012**

**Administrative Information**

Grant Name:	Section 5307
Grant Effective Date:	01/01/2012-01/31/2013
Grant Provider Agency:	Texas Department of Transportation
Grant Award:	\$ 3,138,226
Original Appropriation Date:	September 8, 2011
Original Appropriation - Ordinance No.:	2011-O0080
Local Match Amount:	\$ 1,438,422

<b>Budget Information:</b>	<b>FY 2011-12</b>			
<b>Grant Detail</b>	<b>Appropriation</b>	<b>Amendment #1</b>	<b>Amendment #2</b>	<b>Total</b>
Salaries	\$ 2,463,973	116,268	-	2,580,241
Benefits	455,051			455,051
Supplies	233,831			233,831
Maintenance	882,306			882,306
Professional Services/ Training	75,389			75,389
Other Charges	28,734			28,734
Capital Outlay	88,000	89,096	144,000	321,096
<b>Total</b>	4,227,284	205,364	144,000	4,576,648



**Regular City Council Meeting**

**5. 1. 1.**

**Meeting Date:** 09/13/2012

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**Information**

**Agenda Item**

**Resolution - Transit:** Consider a resolution authorizing the City of Lubbock's Budget Director to execute amendment No. 1 of the FY 2012 Federal Transit Administration Section 5307 Grant, to provide operating assistance, preventative maintenance, ADA paratransit and planning assistance.

**Item Summary**

The Federal Transit Administration (FTA) has allocated an additional \$1,490,473 in FY 2012 Section 5307 funds to The City of Lubbock for the 3rd and 4th quarter FY 12 Section 5307 allocations. This amendment is for the addition of funds that were published in the July 18, 2012 Federal Register. The City of Lubbock received \$1,490,473 to combine with the original amount of \$1,503,753 for a total of \$2,994,226.

In addition, the FTA has allowed \$144,000 to be de-obligated from FY 10 Section 5307 grant (TX-90-X887-02) and re-obligated to this grant, for a total FY 12 Section 5307 grant of \$3,138,226.

This is a routine grant that the City receives for Citibus on an annual basis. The Lubbock Public Transit Advisory Board has approved the FTA Section 5307 grant and it has been incorporated into the FY 2012 budget, which was previously approved by the City Council. The funds for this grant will be used for operating assistance, preventative maintenance, non-fixed route ADA paratransit and planning.

FTA regulations require that all grants be applied for and executed electronically. Therefore, this item provides that the City's Budget Director execute this grant, electronically.

**Fiscal Impact**

The total local match required for the grant is \$1,453,568. \$1,427,284 local match is included in the FY 2011-12 Citibus budget. The additional match of \$11,138 comes from existing revenues, with the remainder of \$15,146 matched with Transportation Development Credits. Acceptance of this does not require funding from the City.

**Staff/Board Recommending**

Citibus  
Lubbock Public Transit Advisory Board

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**Attachments**

Resolution - Transit  
Section 5307 TEAM Amendment

**RESOLUTION**

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

THAT the Budget Director of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment #1 of the FY 2012 Section 5307 Grant with the Federal Transit Administration, and all related documents. Said grant is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.


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

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Bill Howerton, Director Community Development  
Citibus Liaison

APPROVED AS TO FORM:

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

**DOT****FTA**

U.S. Department of Transportation

Federal Transit Administration

## Application

Recipient ID:	1993
Recipient Name:	CITY OF LUBBOCK
Project ID:	TX-90-X963-01
Budget Number:	2 - Budget Pending Approval
Project Information:	FY 12 5307 (Ops/Plan/Cap)

### Part 1: Recipient Information

Project Number:	TX-90-X963-01
Recipient ID:	1993
Recipient Name:	CITY OF LUBBOCK
Address:	P. O. BOX 2000 , LUBBOCK, TX 79408 2000
Telephone:	(806) 712-2001
Facsimile:	(806) 712-2012

### Union Information

Recipient ID:	1993
Union Name:	NONE
Address 1:	
Address 2:	
City:	, 00000 0000
Contact Name:	
Telephone:	( ) -
Facsimile:	( ) 0-0000
E-mail:	
Website:	

### Part 2: Project Information

Project Type:	Grant	Gross Project Cost:	\$2,581,984
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Project Number:	TX-90-X963-01	Adjustment Amt:	\$0
Project Description:	FY 12 5307 (Ops/Plan/Cap)	Total Eligible Cost:	\$2,581,984
Recipient Type:	City	Total FTA Amt:	\$1,634,473
FTA Project Mgr:	Luci Nears/Linda Kemp 817-978-0569/0563	Total State Amt:	\$0
Recipient Contact:	Chris Mandrell - 806-712-2002	Total Local Amt:	\$947,511
New/Amendment:	Amendment	Other Federal Amt:	\$0
Amend Reason:	Increase Award	Special Cond Amt:	\$0
Fed Dom Asst. #:	20507	Special Condition:	None Specified
Sec. of Statute:	5307-2	S.C. Tgt. Date:	None Specified
State Appl. ID:	None Specified	S.C. Eff. Date:	None Specified
Start/End Date:	Jan. 01, 2012 - Jan. 30, 2013	Est. Oblig Date:	None Specified
Recvd. By State:		Pre-Award Authority?:	No
EO 12372 Rev:	Not Applicable	Fed. Debt Authority?:	No
Review Date:	None Specified	Final Budget?:	No
Planning Grant?:	NO		
Program Date (STIP/UPWP/FTA Prm Plan) :	Jan. 11, 2012		
Program Page:	None Specified		
Application Type:	Electronic		
Supp. Agreement?:	No		
Debt. Delinq. Details:			

### Urbanized Areas

UZA ID	UZA Name
481350	LUBBOCK, TX

### Congressional Districts

State ID	District Code	District Official
48	19	Randy Nuegebauer

### Project Details

These funds will be used to provide preventive maintenance, non-fixed route ADA paratransit, and miscellaneous capital. The funds are from Citibus/City of Lubbock FY 2012 Section 5307 allocation.

1/11/2012 (BP) – Page 1825 of the 1/11/2012 Federal Register indicates a 5307 operating assistance threshold not to exceed \$969,712, which is ½ of the amount allowable in the FY 2002 apportionment. Page 1818 of the 1/11/2012 Federal Register indicates a 5307 partial apportionment of \$1,503,753. This amount will be amended

when the full amount after March 2012.

Amendment #1 - This amendment is for the addition of funds that was published in the May 9, 2012 Federal Register for funding through June 30, 2012. Citibus/City of Lubbock received \$745,118 to combine with the original amount of \$1,503,753 for a total of \$2,248,871.

\$89,096 will be allocated to purchase a Hybrid-Electric Bus and will be matched using Transportation Development Credits from TxDot (MO - 112964). \$144,000 has been de-obligated from TX-90-X887-02 and will be re-obligated to this grant, TX-90-X963-01. These two amounts (\$89,096 and \$144,000) will be combined for the purchase of the Hybrid-Electric bus and will be matched with TDC's in the amount of 24,495(MO - 112964).

Lubbock's full FY12 apportionment is \$2,994,226. The application TX-90-X963-01 is in the amount of \$1,503,753. This application is for the remaining \$1,490,473 plus \$144,000 FY10 funds de-ob from X887-02. LN

## Earmarks

**No information found.**

## Security

Yes – We will expend 1% or more of the 5307 funds in this grant application for security purposes. Please list security-related projects in the project budget and summarize them in the non-add scope code 991.

## Part 3: Budget

### Project Budget

	<u>Quantity</u>	<u>FTA Amount</u>	<u>Tot. Elig. Cost</u>
<u>SCOPE</u>			
111-10 BUS - ROLLING STOCK	1	\$233,096.00	\$233,096.00
<u>ACTIVITY</u>			
11.12.02 BUY REPLACEMENT 35-FT BUS AMEND01	1	\$233,096.00	\$233,096.00
<u>SCOPE</u>			
114-20 BUS: SUPPORT EQUIP AND FACILITIES	0	\$95,400.00	\$119,250.00
<u>ACTIVITY</u>			
11.42.20 ACQUIRE - MISC SUPPORT EQUIPMENT AMEND01	0	\$95,400.00	\$119,250.00
<u>SCOPE</u>			
442-00 METROPOLITAN PLANNING	0	\$85,787.00	\$107,234.00
<u>ACTIVITY</u>			
44.21.00 PROGRAM SUPPORT ADMINISTRATION	0	\$85,787.00	\$107,234.00
<u>SCOPE</u>			
117-00 OTHER CAPITAL ITEMS (BUS)	0	\$1,754,231.00	\$2,192,790.00
<u>ACTIVITY</u>			

<b>11.7A.00 PREVENTIVE MAINTENANCE AMEND 01</b>	0	\$1,454,809.00	\$1,818,512.00
<b>11.7C.00 NON FIXED ROUTE ADA PARATRANSIT SERVICE AMEND 01</b>	0	\$299,422.00	\$374,278.00
<u>SCOPE</u>			
<b>300-00 OPERATING ASSISTANCE</b>	0	\$969,712.00	\$1,939,424.00
<u>ACTIVITY</u>			
<b>30.09.01 UP TO 50% FEDERAL SHARE AMEND 01</b>	0	\$969,712.00	\$1,939,424.00
<b>Estimated Total Eligible Cost:</b>			<b>\$4,591,794.00</b>
<b>Federal Share:</b>			<b>\$3,138,226.00</b>
<b>Local Share:</b>			<b>\$1,453,568.00</b>

**OTHER (Scopes and Activities not included in Project Budget Totals)**

	<u>Quantity</u>	<u>FTA Amount</u>	<u>Tot. Elig. Cost</u>
<u>SCOPE</u>			
991-00 SECURITY EXPENDITURES	0	\$0.00	\$0.00
<u>ACTIVITY</u>			
11.42.20 ACQUIRE - MISC SUPPORT EQUIPMENT	0	\$0.00	\$0.00

**SOURCES OF FEDERAL FINANCIAL ASSISTANCE**

<u>UZA ID</u>	<u>Accounting Classification</u>	<u>FPC</u>	<u>FY</u>	<u>SEC</u>	<u>Previously Approved</u>	<u>Amendment Amount</u>	<u>Total</u>
481350	2012.25.90.91.2	00	2012	90	\$1,094,101.00	\$0.00	\$1,094,101.00
481350	2012.25.90.91.2	02	2012	90	\$85,787.00	\$0.00	\$85,787.00
481350	2012.25.90.91.2	04	2012	90	\$173,490.00	\$0.00	\$173,490.00
481350	2012.25.90.91.2	08	2012	90	\$150,375.00	\$0.00	\$150,375.00
<b>Total Previously Approved:</b>							<b>\$1,503,753.00</b>
<b>Total Amendment Amount:</b>							<b>\$0.00</b>
<b>Total from all Funding Sources:</b>							<b>\$1,503,753.00</b>

**Alternative Fuel Codes**

11.12.02	BUY REPLACEMENT 35-FT BUS AMEND01	Hybrid Electric
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### Extended Budget Descriptions

11.12.02	BUY REPLACEMENT 35-FT BUS AMEND01	1	\$233,096.00	\$233,096.00
AMEND01 - \$144,000 was de-obligated from TX-90-X887-02 and re-obligated to TX-90-X963-01 and added to this ALI. This money combined with money from TX-58-X036 to purchase a 35-foot Hybrid Electric Bus. This money will be matched with TDC's from MO 112964 in the amount of 39,627.				
11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT AMEND01	0	\$95,400.00	\$119,250.00
Purchase miscellaneous support equipment for maintenance and administration facilities. This equipment will include computer replacement and miscellaneous shop equipment.				
AMEND 01 - Addition of of the third and forth quarter apportionment for FY 2012				
11.7A.00	PREVENTIVE MAINTENANCE AMEND 01	0	\$1,454,809.00	\$1,818,512.00
Preventive maintenance for fleet for FY 2012.				
AMEND 01 - Addition of of the third and forth quarter apportionment for FY 2012				
11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE AMEND 01	0	\$299,422.00	\$374,278.00
Non-fixed route ADA paratransit services.				
AMEND 01 - Addition of of the third and forth quarter apportionment for FY 2012				
30.09.01	UP TO 50% FEDERAL SHARE AMEND 01	0	\$969,712.00	\$1,939,424.00
General operating assistance for FY 2012.				
AMEND 01 - Addition of of the third and forth quarter apportionment for FY 2012				
Page 1825 of the 1/11/2012 Federal Register indicates a 5307 operating assistance threshold not to exceed \$969,712, which is ½ of the amount allowable in the FY 2002 apportionment.				

## Changes since the Prior Budget

### FTA Change Amounts

Code	Description	Previous FTA Total	Change in FTA Total	Current FTA Total

111-10	BUS - ROLLING STOCK	\$0	\$233,096	\$233,096
11.12.02	BUY REPLACEMENT 35-FT BUS AMEND01	\$0	\$233,096	\$233,096
114-20	BUS: SUPPORT EQUIP AND FACILITIES	\$0	\$95,400	\$95,400
11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT AMEND01	\$0	\$95,400	\$95,400
442-00	METROPOLITAN PLANNING	\$85,787	\$0	\$85,787
44.21.00	PROGRAM SUPPORT ADMINISTRATION	\$85,787	\$0	\$85,787
117-00	OTHER CAPITAL ITEMS (BUS)	\$1,244,476	\$509,755	\$1,754,231
11.7A.00	PREVENTIVE MAINTENANCE AMEND 01	\$1,094,101	\$360,708	\$1,454,809
11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE AMEND 01	\$150,375	\$149,047	\$299,422
300-00	OPERATING ASSISTANCE	\$173,490	\$796,222	\$969,712
30.09.01	UP TO 50% FEDERAL SHARE AMEND 01	\$173,490	\$796,222	\$969,712
991-00	SECURITY EXPENDITURES	\$0	\$0	\$0
11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT	\$0	\$0	\$0

### Eligible Change Amounts

<u>Code</u>	<u>Description</u>	<u>Previous Eligible</u>	<u>Change in Eligible</u>	<u>Current Eligible</u>
111-10	BUS - ROLLING STOCK	\$0	\$233,096	\$233,096
11.12.02	BUY REPLACEMENT 35-FT BUS AMEND01	\$0	\$233,096	\$233,096
114-20	BUS: SUPPORT EQUIP AND FACILITIES	\$0	\$119,250	\$119,250
11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT AMEND01	\$0	\$119,250	\$119,250
442-00	METROPOLITAN PLANNING	\$107,234	\$0	\$107,234
44.21.00	PROGRAM SUPPORT ADMINISTRATION	\$107,234	\$0	\$107,234
117-00	OTHER CAPITAL ITEMS (BUS)	\$1,555,596	\$637,194	\$2,192,790
11.7A.00	PREVENTIVE MAINTENANCE AMEND 01	\$1,367,627	\$450,885	\$1,818,512
11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE AMEND 01	\$187,969	\$186,309	\$374,278
300-00	OPERATING ASSISTANCE	\$346,980	\$1,592,444	\$1,939,424
30.09.01	UP TO 50% FEDERAL SHARE AMEND 01	\$346,980	\$1,592,444	\$1,939,424
991-00	SECURITY EXPENDITURES	\$0	\$0	\$0
11.42.20	ACQUIRE - MISC SUPPORT	\$0	\$0	\$0

EQUIPMENT			
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**Change in Quantity**

<u>Code</u>	<u>Description</u>	<u>Previous Quantity</u>	<u>Change in Quantity</u>	<u>Current Quantity</u>
111-10	BUS - ROLLING STOCK	0	1	1
11.12.02	BUY REPLACEMENT 35-FT BUS AMEND01	0	1	1
114-20	BUS: SUPPORT EQUIP AND FACILITIES	0	0	0
11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT AMEND01	0	0	0
442-00	METROPOLITAN PLANNING	0	0	0
44.21.00	PROGRAM SUPPORT ADMINISTRATION	0	0	0
117-00	OTHER CAPITAL ITEMS (BUS)	0	0	0
11.7A.00	PREVENTIVE MAINTENANCE AMEND 01	0	0	0
11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE AMEND 01	0	0	0
300-00	OPERATING ASSISTANCE	0	0	0
30.09.01	UP TO 50% FEDERAL SHARE AMEND 01	0	0	0
991-00	SECURITY EXPENDITURES	0	0	0
11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT	0	0	0

**Part 4. Milestones**

11.12.02 BUY REPLACEMENT 35-FT BUS AMEND01 1 \$233,096 \$233,096

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	RFP/IFB OUT FOR BID	Jan. 03, 2012
	Citibus will order this bus off an existing Hybrid Electric bus contract with Gillig Cooperation.	
2.	CONTRACT AWARDED	Jan. 03, 2012
3.	FIRST VEHICLE DELIVERED	Mar. 01, 2013
4.	ALL VEHICLES DELIVERED	Mar. 15, 2013
5.	CONTRACT COMPLETE	Apr. 01, 2013

11.42.20 ACQUIRE - MISC SUPPORT EQUIPMENT AMEND01 0 \$95,400 \$119,250

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	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	RFP/IFB Issued	Jul. 01, 2012
2.	Contract Award	Jul. 15, 2012
3.	Contract Complete	Dec. 31, 2012

**44.21.00** PROGRAM SUPPORT ADMINISTRATION 0 \$85,787 \$107,234

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	Final Expenditure	Jan. 11, 2013
	Citibus plans to complete all planning expenditures by 1/11/2013.	

**11.7A.00** PREVENTIVE MAINTENANCE AMEND 01 0 \$1,454,809 \$1,818,512

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	Final Expenditure	Jan. 11, 2013
	Citibus plans to complete all Preventive Maintenance expenditures by 1/11/2013.	

**11.7C.00** NON FIXED ROUTE ADA PARATRANSIT SERVICE AMEND 01 0 \$299,422 \$374,278

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	Final Expenditure	Jan. 11, 2013
	Citibus plans to complete all ADA partransit service expenditures by 1/11/2013.	

**30.09.01** UP TO 50% FEDERAL SHARE AMEND 01 0 \$969,712 \$1,939,424

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	Final Expenditure	Jan. 11, 2013
	Citibus plans to complete all operation expenditures by 1/11/2013.	

**11.42.20** ACQUIRE - MISC SUPPORT EQUIPMENT 0 \$0 \$0

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	RFP/IFB Issued	None Specified
2.	Contract Award	None Specified
3.	Contract Complete	None Specified

## Part 5. Environmental Findings

<b>117A00</b> PREVENTIVE MAINTENANCE AMEND 01	0	\$1,454,809	\$1,818,512
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### Finding No. 1 - Class II(c)

#### **C16** - Program Admin. & Operating Assistance

Program administration, technical assistance activities, and operating assistance to transit authorities to continue existing service or increase service to meet routine changes in demand.

<b>117C00</b> NON FIXED ROUTE ADA PARATRANSIT SERVICE AMEND 01	0	\$299,422	\$374,278
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### Finding No. 1 - Class II(c)

#### **C16** - Program Admin. & Operating Assistance

Program administration, technical assistance activities, and operating assistance to transit authorities to continue existing service or increase service to meet routine changes in demand.

<b>300901</b> UP TO 50% FEDERAL SHARE AMEND 01	0	\$969,712	\$1,939,424
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### Finding No. 1 - Class II(c)

#### **C16** - Program Admin. & Operating Assistance

Program administration, technical assistance activities, and operating assistance to transit authorities to continue existing service or increase service to meet routine changes in demand.

<b>442100</b> PROGRAM SUPPORT ADMINISTRATION	0	\$85,787	\$107,234
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### Finding No. 1 - Class II(c)

#### **C01** - Engineering/Design/Planning/Tech.Studies

Activities which do not involve or lead directly to construction, such as planning and technical studies; projects for training and research programs; planning activities eligible for assistance listed in 23 U.S.C. 134, 135, and 307(c); planning activities related to approval of a unified work program and any findings required in the planning process pursuant to 23 C.F.R. Part 450, activities for state planning and research programs pursuant to 23 C.F.R. Part 420; engineering to define the elements of a proposed action or alternatives so that social, economic, and environmental effects can be assessed.\n\n

111202 BUY REPLACEMENT 35-FT BUS AMEND01	1	\$233,096	\$233,096
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### Finding No. 1 - Class II(c)

#### **C17 - Purchase of vehicles**

The purchase of vehicles by the applicant where the use of these vehicles can be accommodated by existing facilities or by new facilities which themselves are within a CE.

114220 ACQUIRE - MISC SUPPORT EQUIPMENT AMEND01	0	\$95,400	\$119,250
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### Finding No. 1 - Class II(c)

#### **C19 - Install purchase maintenance equipment**

Purchase and installation of operating or maintenance equipment to be located within the transit facility and with no significant impacts off the site.

## **Part 6: Fleet Status**

### Fixed Route

		<u>Before</u>	<u>Change</u>	<u>After</u>
<b>I.</b>	<b>Active Fleet</b>			
	A. Peak Requirement	56	0	56
	B. Spares	11	0	11
	C. Total (A+B)	67	0	67
	D. Spare Ratio (B/A)	19.64%	0.00%	19.64%
<b>II.</b>	<b>Inactive Fleet</b>			
	A. Other	0	0	0
	B. Pending Disposal	0	0	0
	C. Total (A+B)	0	0	0
<b>III.</b>	<b>Total (I.C and II.C)</b>	67	0	67

### Paratransit

		<u>Before</u>	<u>Change</u>	<u>After</u>
<b>I.</b>	<b>Active Fleet</b>			
	A. Peak Requirement	25	0	25

	B. Spares	7	0	7
	C. Total (A+B)	32	0	32
	D. Spare Ratio (B/A)	28.00%	0.00%	28.00%
<b>II.</b>	<b>Inactive Fleet</b>			
	A. Other	0	0	0
	B. Pending Disposal	0	0	0
	C. Total (A+B)	0	0	0
<b>III.</b>	<b>Total (I.C and II.C)</b>	<b>32</b>	<b>0</b>	<b>32</b>

## Part 7. FTA Comments

### General Review

Comment Title:	Initial Review
Comment By:	Luciana S Nears
Date Created:	Jul. 30, 2012
Date Updated:	Aug. 14, 2012
Ref Section:	Unknown
Comment:	Attach STIP/TIP and Minute Order to paperclip. Lubbock's full FY12 apportionment is \$2,994,226. The application TX-90-X963-01 is in the amount of \$1,503,753. This application is for the remaining \$1,490,473 plus \$144,000 FY10 funds de-ob from X887-02 Add the 991-00 Scope for the 1% security.

### Comments to DOL

Comment Title:	New Comment
Comment By:	Luciana S Nears
Date Created:	Jul. 30, 2012
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	This grant is for preventive maintenance, non fixed route ADA and capital. Please review this grant for labor certification in accordance with DOL Section 5333(b) Certification. Grantee Contact: Chris Mandrell Citibus Phone 806 712-2002 Email:CMandrell@citibus.com FTA: Lynn Hayes Lynn.hayes@dot.gov

## Part 8: Results of Reviews

The reviewer did not find any errors

## TX-90-X963-01 Quarterly Narrative Report

Apr. 01, 2012 through Jun. 30, 2012

As Of Aug. 23, 2012

MS/P Report Submitted , FFR Submitted

### Part 1: Recipient Information

Project Number:	TX-90-X963-01
Recipient ID:	1993
Recipient Name:	CITY OF LUBBOCK
Address:	P. O. BOX 2000 , LUBBOCK, TX 79408 2000
Telephone:	(806) 712-2001
Facsimile:	(806) 712-2012

### Part 2: Project Information

Project No:	TX-90-X963-01
Brief Desc:	FY 12 5307 (Ops/Plan/Cap)
FTA Project Mgr:	Luci Nears/Linda Kemp 817-978-0569/0563
Start/End Date:	Jan. 01, 2012 - Jan. 30, 2013
Gross Project Cost:	\$4,591,794
Adjustment Amt:	\$0
Total Eligible Cost:	\$4,591,794
Total FTA Amt:	\$3,138,226
Total State Amt:	\$0
Total Local Amt:	\$1,453,568
Other Federal Amt:	\$0

### Part 3: Federal Financial Report

#### Financial Status

	<u>Previous</u>	<u>This Period</u>	<u>Cumulative</u>
A. Federal Cash on Hand at Beginning of Period			\$0
B. Federal Cash Receipts			\$0
C. Federal Cash Disbursements			\$0
D. Federal Cash on Hand at End of Period			\$0
E. Total Federal Funds Authorized			\$1,503,753
F. Federal Share of Expenditures	\$0	\$1,491,989	\$1,491,989

G. Recipient Share of Expenditures	\$0	\$503,115	\$503,115
H. Total Expenditures( F + G )	\$0	\$1,995,104	\$1,995,104
I. Federal Share of Unliquidated Obligations			\$0
J. Recipient Share of Unliquidated Obligations			\$0
K. Total Unliquidated Obligations( I + J )			\$0
L. Total Federal Share ( F + I )			\$1,491,989
M. Unobligated Balance of Federal Funds ( E - L )			\$11,764
N. Total Recipient Share Required			\$506,057
O. Remaining Recipient Share to be provided N - ( G + J )			\$2,942
P. Federal Program Income on Hand at Beginning of Period			\$0
Q. Total Federal Program income earned			\$0
R. Federal Program income expended in accordance with the deduction alternative			\$0
S. Federal Program income expended in accordance with the addition alternative			\$0
T. Federal Program income expended on allowable Transit Capital and Operating expenses			\$0
U. Federal Unexpended Program income ( P + Q - R or s or T )			\$0

### Indirect Expense

Type	N/A
Rate	0.00%
Base	\$0
Amount Charged	\$0
Federal Share	\$0

### Part 4. Milestone/Progress Report

		Quantity	FTA Amount	Elig. Proj. Cost
11.7A.00	PREVENTIVE MAINTENANCE AMEND	0	\$1,454,809	\$1,818,512
	01			

	Milestone Description	Orig. Est. Comp. Date	Rev. Est. Comp. Date	# Rev	Actual Comp. Date	Cont. Code
1.	Final Expenditure	1/11/2013				
	DETAILED DESCRIPTION: Citibus plans					

	to complete all Preventive Maintenance expenditures by 1/11/2013.					
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<b>11.7C.00</b>	NON FIXED ROUTE ADA PARATRANSIT SERVICE AMEND 01	<u>Quantity</u>	<u>FTA Amount</u>	<u>Elig. Proj. Cost</u>
		0	\$299,422	\$374,278

	<u>Milestone Description</u>	<u>Orig. Est. Comp. Date</u>	<u>Rev. Est. Comp. Date</u>	<u># Rev</u>	<u>Actual Comp. Date</u>	<u>Cont. Code</u>
1.	Final Expenditure	1/11/2013				
	DETAILED DESCRIPTION: Citibus plans to complete all ADA partransit service expenditures by 1/11/2013.					

<b>30.09.01</b>	UP TO 50% FEDERAL SHARE AMEND 01	<u>Quantity</u>	<u>FTA Amount</u>	<u>Elig. Proj. Cost</u>
		0	\$969,712	\$1,939,424

	<u>Milestone Description</u>	<u>Orig. Est. Comp. Date</u>	<u>Rev. Est. Comp. Date</u>	<u># Rev</u>	<u>Actual Comp. Date</u>	<u>Cont. Code</u>
1.	Final Expenditure	1/11/2013				
	DETAILED DESCRIPTION: Citibus plans to complete all operation expenditures by 1/11/2013.					

<b>44.21.00</b>	PROGRAM SUPPORT ADMINISTRATION	<u>Quantity</u>	<u>FTA Amount</u>	<u>Elig. Proj. Cost</u>
		0	\$85,787	\$107,234

	<u>Milestone Description</u>	<u>Orig. Est. Comp. Date</u>	<u>Rev. Est. Comp. Date</u>	<u># Rev</u>	<u>Actual Comp. Date</u>	<u>Cont. Code</u>
1.	Final Expenditure	1/11/2013				
	DETAILED DESCRIPTION: Citibus plans to complete all planning expenditures by 1/11/2013.					

<b>11.12.02</b>	BUY REPLACEMENT 35-FT BUS AMEND01	<u>Quantity</u>	<u>FTA Amount</u>	<u>Elig. Proj. Cost</u>
		1	\$233,096	\$233,096

	<u>Milestone Description</u>	<u>Orig. Est. Comp. Date</u>	<u>Rev. Est. Comp. Date</u>	<u># Rev</u>	<u>Actual Comp. Date</u>	<u>Cont. Code</u>
1.	RFP/IFB OUT FOR BID	1/3/2012				
	DETAILED DESCRIPTION: Citibus will order this bus off an existing Hybrid Electric bus contract with Gillig Corporation.					
2.	CONTRACT AWARDED	1/3/2012				
3.	FIRST VEHICLE DELIVERED	3/1/2013				
4.	ALL VEHICLES DELIVERED	3/15/2013				
5.	CONTRACT COMPLETE	4/1/2013				

<b>11.42.20</b>	ACQUIRE - MISC SUPPORT EQUIPMENT AMEND01	<u>Quantity</u> 0	<u>FTA Amount</u> \$95,400	<u>Elig. Proj. Cost</u> \$119,250
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	<u>Milestone Description</u>	<u>Orig. Est. Comp. Date</u>	<u>Rev. Est. Comp. Date</u>	<u># Rev</u>	<u>Actual Comp. Date</u>	<u>Cont. Code</u>
1.	RFP/IFB Issued	7/1/2012				
2.	Contract Award	7/15/2012				
3.	Contract Complete	12/31/2012				

<b>11.42.20</b>	ACQUIRE - MISC SUPPORT EQUIPMENT	<u>Quantity</u> 0	<u>FTA Amount</u> \$0	<u>Elig. Proj. Cost</u> \$0
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	<u>Milestone Description</u>	<u>Orig. Est. Comp. Date</u>	<u>Rev. Est. Comp. Date</u>	<u># Rev</u>	<u>Actual Comp. Date</u>	<u>Cont. Code</u>
1.	RFP/IFB Issued					
2.	Contract Award					
3.	Contract Complete					



**Regular City Council Meeting**

**5. 2.**

**Meeting Date:** 09/13/2012

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**Information**

**Agenda Item**

**Ordinance 1st Reading - Finance:** Consider a Supplemental Ordinance supplementing Ordinance No. 2007-00058, 2008-O0079, 2009-O0090, 2010-O0075, and 2011-O0082 pursuant to which Assessments were levied on property within Vintage Township Public Improvement District to provide Public Improvements for the District.

**Item Summary**

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

**Fiscal Impact**

The bonds are not payable from City funds; there is no fiscal impact to the City.

**Staff/Board Recommending**

Cheryl Brock, Budget Director

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**Attachments**

Ordinance - Vintage Township PID

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

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

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

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

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

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

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

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

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

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

Section 1. Findings.

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

Section 2. Annual Service Plan Update and Assessment Roll.

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

Section 3. Effective Date.

This Ordinance shall take effect upon passage and execution hereof.

AND IT IS SO ORDERED.

Passed by the City Council on \_\_\_\_\_, 2012.

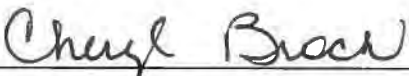
Passed by the City Council on second reading on \_\_\_\_\_, 2012.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Cheryl Brock  
Budget Director

APPROVED AS TO FORM:


  
\_\_\_\_\_  
Linda Chamales  
Economic Development Attorney  
Lc:cityatt/Linda/Ord-Vintage Supplemental Assessment 2012  
August 21, 2012

EXHIBIT A

ANNUAL SERVICE PLAN UPDATE AND UPDATED ASSESSMENT ROLL

**VINTAGE TOWNSHIP PUBLIC IMPROVEMENT DISTRICT  
LUBBOCK, TEXAS**

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

August 21, 2012

**VINTAGE TOWNSHIP PUBLIC IMPROVEMENT DISTRICT  
LUBBOCK, TEXAS**

**ANNUAL SERVICE PLAN UPDATE AND AMENDMENT TO THE SERVICE AND  
ASSESSMENT PLAN**

**A. Introduction**

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

A service and assessment plan (the “Service and Assessment Plan”) was approved by the City pursuant to Ordinance No. 2007-00058, as amended by Ordinance No. 2008-00005 identifying the public improvements (the “Improvement Project”) to be provided by the PID, the costs of the Improvement Projects, the indebtedness to be incurred for the Improvement Projects, and the manner of assessing the property in the PID for the costs of the Improvement Projects. The Service and Assessment Plan is to be reviewed and updated annually. Section 372.015 of the PID Act states that the governing body of the municipality shall apportion the cost of an improvement to be assessed against property in an improvement district, and the apportionment shall be made on the basis of special benefits accruing to the property because of the improvement. Section 372.015(d) provides that the amount of assessment for each property owner may be adjusted following the annual review of the service plan. This document is the update of the Service and Assessment Plan for 2012.

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

The City Council intends for the obligations, covenants and burdens on the owner of the Assessed Property, including without limitation such owner’s obligations related to the payment of the Assessments, to constitute a covenant running with the land. The Assessments are binding upon the owners of Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns. The Assessments have lien priority as specified in the PID Act.

**B. Update of the Service Plan**

***Annual Budget for the Public Improvements***

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

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

**Table A**  
**Sources and Uses of Funds**  
**Public Improvements**

<b><u>Sources of Funds:</u></b>	<b><u>Improvement Project A</u></b>	<b><u>Improvement Project B</u></b>	<b><u>Total</u></b>
	<b><u>Series A Bonds</u></b>	<b><u>Series B Bonds</u></b>	
Bond proceeds	\$2,193,000	\$1,279,000	\$3,472,000
Developer's contribution to Reserve Account	\$219,300	\$0	\$219,300
Developer's contribution to Prepayment Reserve Account	\$40,928	\$23,870	\$64,798
Other private funds	\$804,366	\$833,286	\$1,637,652
<b>Total Sources of Funds</b>	<b>\$3,257,594</b>	<b>\$2,136,156</b>	<b>\$5,393,750</b>
<b><u>Uses of Funds:</u></b>			
Improvement project:	\$2,920,808	\$1,828,466	\$4,749,274
Capitalized Interest Account	\$61,644	\$128,694	\$190,338
Collection Costs Account	\$14,914	\$27,226	\$42,140
Reserve Account	\$219,300	\$127,900	\$347,200
Prepayment Reserve Account	\$40,928	\$0	\$40,928
Developer Sub-Account of the Prepayment Reserve Account	\$0	\$23,870	\$23,870
<b>Total Uses of Funds</b>	<b>\$3,257,594</b>	<b>\$2,136,156</b>	<b>\$5,393,750</b>
Note: The numbers in this and subsequent tables are in some cases shown rounded to the nearest dollar; however, the calculations are made to the cent.			

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

**Table B-1**  
**Improvement Project A**  
**PID Sources and Uses of Funds**  
**2008 – 2013**

<u>Sources of Funds:</u>	<u>Improvement Project A</u>		<u>Total</u>
	<u>Year 2008-2012</u>	<u>Year 2013</u>	
Bond proceeds	\$2,193,000	\$0	\$2,193,000
Developer's contribution to Reserve Account	\$219,300	\$0	\$219,300
Developer's contribution to Prepayment Reserve Account	\$40,928	\$0	\$40,928
Other private funds	\$804,366	\$0	\$804,366
<b>PID - Sources of Funds</b>	<b>\$3,257,594</b>	<b>\$0</b>	<b>\$3,257,594</b>
<u>Uses of Funds:</u>			
Improvement project:	\$2,920,808	\$0	\$2,920,808
Capitalized Interest Account	\$61,644	\$0	\$61,644
Collection Costs Account	\$14,914	\$0	\$14,914
Reserve Account	\$219,300	\$0	\$219,300
Prepayment Reserve Account	\$40,928	\$0	\$40,928
<b>PID - Uses of Funds</b>	<b>\$3,257,594</b>	<b>\$0</b>	<b>\$3,257,594</b>

**Table B-2**  
**Improvement Project B**  
**PID Sources and Uses of Funds**  
**2008 – 2013**

<u>Sources of Funds:</u>	<u>Improvement Project B</u>		<u>Total</u>
	<u>Year 2008-2012</u>	<u>Year 2013</u>	
Bond proceeds	\$1,279,000	\$0	\$1,279,000
Developer's contribution to Prepayment Reserve Account	\$23,870	\$0	\$23,870
Other private funds	\$833,286	\$0	\$833,286
<b>PID - Sources of Funds</b>	<b>\$2,136,156</b>	<b>\$0</b>	<b>\$2,136,156</b>
<u>Uses of Funds:</u>			
Improvement project:	\$1,828,466	\$0	\$1,828,466
Capitalized Interest Account	\$128,694	\$0	\$128,694
Collection Costs Account	\$27,226	\$0	\$27,226
Reserve Account	\$127,900	\$0	\$127,900
Developer Sub-Account of the Prepayment Reserve Account	\$23,870	\$0	\$23,870
<b>PID - Uses of Funds</b>	<b>\$2,136,156</b>	<b>\$0</b>	<b>\$2,136,156</b>

***Debt Service and Collection Costs***

The Annual Installments

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

Pursuant to the Service and Assessment Plan, each Assessment shall bear interest at the rate on the Bonds with a maximum of nine percent per annum commencing with the issuance of the Bonds. The interest rate on the Bonds is 7.375 percent per annum. Accordingly, the interest rate on the Bonds is used to calculate the interest on the Assessments. These payments, the “Annual Installments” of the Assessments, shall be billed by the City in 2012 and will be delinquent on February 1, 2013.

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

Annual Budget for the Repayment of Indebtedness

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

The budget for the PID to be paid from the collection of Annual Installments for 2012 is shown by Table C.

**Table C**  
**Budget for the Annual Installments**  
**To be collected for 2012**

	<u>Improvement Project</u> <u>A</u> <u>Series 2008A Bonds<sup>2</sup></u>	<u>Improvement Project</u> <u>B</u> <u>Series 2008B Bonds<sup>2</sup></u>	<u>Total<sup>2</sup></u>
Interest payment on April 1, 2013	\$77,771	\$23,228	\$100,999
Interest payment on October 1, 2013	\$77,771	\$23,228	\$100,999
Principal payment on October 1, 2013	\$7,000	\$2,000	\$9,000
Subtotal Debt Service on Bonds	\$162,542	\$48,456	\$210,998
Annual Collection Costs	\$16,269	\$7,164	\$23,433
<b>Subtotal Expenses</b>	<b>\$178,811</b>	<b>\$55,620</b>	<b>\$234,431</b>
Available Capitalized Interest Account	\$0	\$0	\$0
Available Collection Costs Account <sup>1</sup>	\$0	\$0	\$0
<b>Subtotal Funds Available</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Annual Installment to be Collected</b>	<b>\$178,811</b>	<b>\$55,620</b>	<b>\$234,431</b>

1 – Available Collection Costs Account balances as of July 31, 2012 are not included in the calculation of the annual installment to be collected as the balance is expected to be used for the payment of collection costs for the remainder of the current assessment year and any remaining balance will be used as contingency for unexpected collection costs.

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

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

1) Annual Installments to be collected from previously subdivided lots

The Assessment Part A per Equivalent Unit for all lots other than the newly subdivided phase three lots is calculated as \$6,379 based on the revised number of units to be developed. The Assessment Part A applicable for each Land Use Class, which is calculated by multiplying the Assessment Part A per Equivalent Unit by the Equivalent Units of each Land Use Class, and the interest on the Assessment due to be collected for 2012 are shown in Table D below.

**Table D**  
**Interest Due on Assessment Part A**  
**To be collected for 2012**

Land Use Class	Assessment per EU <sup>1</sup>	EU	Assessment Part A per unit <sup>1</sup>	Assessment Interest Rate	Interest Due per Unit
Land Use Class 1	\$6,379	1.00	\$6,379	7.375%	\$470.45
Land Use Class 2	\$6,379	1.66	\$10,589	7.375%	\$780.96
Land Use Class 3	\$6,379	2.29	\$14,608	7.375%	\$1,077.34

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

The Assessment Part A due for 2012 is \$7,000, which represents the principal amount due on the Series 2008A Bonds on October 1, 2013. The Total Assessment Part A outstanding is shown as \$2,109,041 in Appendix B after the regular principal payment on October 1, 2012. Accordingly, the Assessment Part A due for 2012 is 0.3319 percent of the outstanding Assessment Part A (i.e.,  $\$7,000 \div \$2,109,041 = 0.3319\%$ ).

The Assessment Part A due to be collected from each Land Use Class for 2012 is shown in Table E below.

**Table E**  
**Assessment Part A Due**  
**To be collected for 2012**

Land Use Class	Assessment Part A per unit <sup>1</sup>	Percentage	Assessment Part A Due Per Unit
Land Use Class 1	\$6,379	0.3319%	\$21.17
Land Use Class 2	\$10,589	0.3319%	\$35.15
Land Use Class 3	\$14,608	0.3319%	\$48.48

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

The Annual Collection Costs for the collection of Assessment Part A are estimated to be \$16,269. The total outstanding Assessment Part A is shown as \$2,109,041 in Appendix B. Accordingly, the Annual Collection Costs due for 2012 is 0.7714 percent of the outstanding Assessment Part A (i.e.,  $\$16,269 \div \$2,109,041 = 0.7714\%$ ). The Annual Collection Costs to be collected for 2012 is shown in Table F below.

**Table F**  
**Annual Collection Costs for Assessment Part A**  
**To be collected for 2012**

Land Use Class	Assessment Part A per unit	Percentage	Annual Collection Costs per Unit
Land Use Class 1	\$6,379	0.7714%	\$49.21
Land Use Class 2	\$10,589	0.7714%	\$81.69
Land Use Class 3	\$14,608	0.7714%	\$112.69

In summary, the Annual Installment Part A to be collected for 2012, which includes the interest due, Assessment Part A due and Annual Collection Costs is shown Table G below.

**Table G**  
**Annual Installment Part A**  
**To be collected for 2012**

Land Use Class	Interest due per Unit	Assessment Part A due per Unit	Annual Collection Costs Per Unit	Annual Installment Part A per Unit
Land Use Class 1	\$470.45	\$21.17	\$49.21	\$540.83
Land Use Class 2	\$780.96	\$35.15	\$81.69	\$897.80
Land Use Class 3	\$1,077.34	\$48.48	\$112.69	\$1,238.51

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

The Assessment Part B per Equivalent Unit for all lots other than the newly subdivided phase three lots is calculated as \$6,460 based on the revised number of units to be developed. The Assessment Part B applicable for each Land Use Class, which is calculated by multiplying the Assessment Part B per Equivalent Units by the Equivalent Units of each Land Use Class, and the interest on the Assessment due to be collected for 2012 are shown in Table H below.

**Table H**  
**Interest Due on Assessment Part B**  
**To be collected for 2012**

Land Use Class	Assessment per EU <sup>1</sup>	EU	Assessment Part B per unit <sup>1</sup>	Assessment Interest Rate	Interest due per Unit
Land Use Class 1	\$6,460	1.00	\$6,460	7.375%	\$476.43
Land Use Class 2	\$6,460	1.66	\$10,724	7.375%	\$790.87
Land Use Class 3	\$6,460	2.29	\$14,793	7.375%	\$1,091.02

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

The Assessment Part B due for 2012 is \$2,000, which represents the principal amount due on the Series 2008B Bonds on October 1, 2013. The Total Assessment Part B outstanding is shown in Appendix B as \$629,905 after the regular principal payment and anticipated prepayment related redemption on October 1, 2012. Accordingly, the Assessment Part B due for 2012 is 0.3175 percent of the outstanding Assessment Part B (i.e.  $\$2,000 \div \$629,905 = 0.3175\%$ ).

The Assessment Part B due to be collected from each Land Use Class for 2012 is shown in Table I below.

**Table I**  
**Assessment Part B Due**  
**To be collected for 2012**

Land Use Class	Assessment Part B per Unit <sup>1</sup>	Percentage	Assessment Part B due per Unit
Land Use Class 1	\$6,460	0.3175%	\$20.51
Land Use Class 2	\$10,724	0.3175%	\$34.05
Land Use Class 3	\$14,793	0.3175%	\$46.97

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

The Annual Collection Costs for the collection of Assessment Part B are estimated to be \$7,164. The Total Assessment Part B outstanding is shown in Appendix B as \$629,905 after the regular principal payment and anticipated prepayment related redemption on October 1, 2012. Accordingly, the Annual Collection Costs due for 2012 is 1.1373 percent of the outstanding Assessment Part B (i.e.,  $\$7,164 \div \$629,905 = 1.1373\%$ ). The Annual Collection Costs to be collected for 2012 is shown in Table J below.

**Table J**  
**Annual Collection Costs for Assessment Part B**  
**To be collected for 2012**

Land Use Class	Assessment Part B per unit <sup>1</sup>	Percentage	Annual Collection Costs per Unit
Land Use Class 1	\$6,460	1.1373%	\$73.47
Land Use Class 2	\$10,724	1.1373%	\$121.96
Land Use Class 3	\$14,793	1.1373%	\$168.24

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

In summary, the Annual Installment Part B to be collected for 2012 from all lots other than the newly subdivided lots, which includes the interest due, Assessment Part B due and Annual Collection Costs is shown Table K below.

**Table K**  
**Annual Installment Part B**  
**To be collected for 2012**

Land Use Class	Interest due per Unit	Assessment Part B due per Unit	Annual Collection Costs Per Unit	Annual Installment Part B per Unit
Land Use Class 1	\$476.43	\$20.51	\$73.47	\$570.41
Land Use Class 2	\$790.87	\$34.05	\$121.96	\$946.88
Land Use Class 3	\$1,091.02	\$46.97	\$168.24	\$1,306.23

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

The Assessment Part A and Assessment Part B per Equivalent Unit amounts allocated to the newly subdivided lots in phase three were \$6,401 and \$6,483, respectively, as shown in the Update of the Assessment Roll section of this annual update. These amounts are slightly higher than the Assessment Part A and Assessment Part B per Equivalent Unit amounts of \$6,379 and 6,460, respectively, allocated to all previously subdivided lots. As a result, the Annual Installment amounts due from the newly subdivided lots in phase three are calculated separately based on the Assessment amounts allocated to each of these newly subdivided parcels as shown below.

The Assessment Part A per Equivalent Unit for the newly subdivided phase three lots is calculated as \$6,401 as shown in the Update of the Assessment Roll section of this annual update. The Assessment Part A applicable for each Land Use Class, which is calculated by multiplying the Assessment Part A per Equivalent Units by the Equivalent Units of each Land Use Class, and the interest on the Assessment due to be collected from each of the newly subdivided lots for 2012 are shown in Table L below.

**Table L**  
**Interest Due on Assessment Part A – Phase 3 Lots**  
**To be collected for 2012**

Land Use Class	Assessment per EU <sup>1</sup>	EU	Assessment Part A per unit <sup>1</sup>	Assessment Interest Rate	Interest Due per Unit
Land Use Class 1	\$6,401	1.00	\$6,401	7.375%	\$472.10
Land Use Class 2	\$6,401	1.66	\$10,626	7.375%	\$783.68
Land Use Class 3	\$6,401	2.29	\$14,659	7.375%	\$1,081.10

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

The Assessment Part A due for 2012 is \$7,000, which represents the principal amount due on the Series 2008A Bonds on October 1, 2013. The Total Assessment Part A outstanding is shown as \$2,109,041 in Appendix B. Accordingly, the Assessment Part A due for 2012 is 0.3319 percent of the outstanding Assessment Part A (i.e., \$7,000 ÷ \$2,109,041 = 0.3319%).

The Assessment Part A due to be collected for 2012 from each of the newly subdivided lots is shown in Table M below.

**Table M**  
**Assessment Part A Due – Phase 3 Lots**  
**To be collected for 2012**

Land Use Class	Assessment Part A per unit	Percentage	Assessment Part A Due Per Unit
Land Use Class 1	\$6,401	0.3319%	\$21.25
Land Use Class 2	\$10,626	0.3319%	\$35.27
Land Use Class 3	\$14,659	0.3319%	\$48.65

The Annual Collection Costs for the collection of Assessment Part A are estimated to be \$16,269. The total outstanding Assessment Part A is shown as \$2,109,041 in Appendix B. Accordingly, the Annual Collection Costs due for 2012 is 0.7714 percent of the outstanding Assessment Part A (i.e.,  $\$16,269 \div \$2,109,041 = 0.7714\%$ ). The Annual Collection Costs to be collected for 2012 from the newly subdivided lots is shown in Table N below.

**Table N**  
**Annual Collection Costs for Assessment Part A – Phase 3 Lots**  
**To be collected for 2012**

Land Use Class	Assessment Part A per unit <sup>1</sup>	Percentage	Annual Collection Costs per Unit
Land Use Class 1	\$6,401	0.7714%	\$49.38
Land Use Class 2	\$10,626	0.7714%	\$81.97
Land Use Class 3	\$14,659	0.7714%	\$113.08

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

In summary, the Annual Installment Part A to be collected for 2012 from each of the newly subdivided lots, which included the interest due, Assessment Part A due and Annual Collection Costs is shown Table O below.

**Table O**  
**Annual Installment Part A – Phase 3 Lots**  
**To be collected for 2012**

Land Use Class	Interest due per Unit	Assessment Part A due per Unit	Annual Collection Costs Per Unit	Annual Installment Part A per Unit
Land Use Class 1	\$472.10	\$21.25	\$49.38	\$542.73
Land Use Class 2	\$783.68	\$35.27	\$81.97	\$900.92
Land Use Class 3	\$1,081.10	\$48.65	\$113.08	\$1,242.83

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

The Assessment Part B per Equivalent Unit for the newly subdivided phase three lots is calculated as \$6,483 as shown in the Update of the Assessment Roll section of this annual update. The Assessment Part B applicable for each Land Use Class, which is calculated by multiplying the Assessment Part B per Equivalent Unit by the Equivalent Units of each Land Use Class, and the interest on the Assessment due to be collected for 2012 from each of the newly subdivided lots are shown in Table P below.

**Table P**  
**Interest Due on Assessment Part B – Phase 3 Lots**  
**To be collected for 2012**

Land Use Class	Assessment per EU <sup>1</sup>	EU	Assessment Part B per unit <sup>1</sup>	Assessment Interest Rate	Interest due per Unit
Land Use Class 1	\$6,483	1.00	\$6,483	7.375%	\$478.09
Land Use Class 2	\$6,483	1.66	\$10,761	7.375%	\$793.63
Land Use Class 3	\$6,483	2.29	\$14,845	7.375%	\$1,094.83

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

The Assessment Part B due for 2012 is \$2,000, which represents the principal amount due on the Series 2008B Bonds on October 1, 2013. The Total Assessment Part B outstanding is shown in Appendix B as \$629,905 after the regular principal payment and anticipated prepayment related redemption on October 1, 2012. Accordingly, the Assessment Part B due for 2012 is 0.3175 percent of the outstanding Assessment Part B (i.e.  $\$2,000 \div \$629,905 = 0.3175\%$ ).

The Assessment Part B due to be collected from each of the newly subdivided Land Use Class for 2012 is shown in Table Q below.

**Table Q**  
**Assessment Part B Due – Phase 3 Lots**  
**To be collected for 2012**

Land Use Class	Assessment Part B per Unit <sup>1</sup>	Percentage	Assessment Part B due per Unit
Land Use Class 1	\$6,483	0.3175%	\$20.58
Land Use Class 2	\$10,761	0.3175%	\$34.17
Land Use Class 3	\$14,845	0.3175%	\$47.13

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

The Annual Collection Costs for the collection of Assessment Part B are estimated to be \$7,164. The Total Assessment Part B outstanding is shown in Appendix B as \$629,905 after the regular principal payment and anticipated prepayment related redemption on October 1, 2012. Accordingly, the Annual Collection Costs due for 2012 is 1.1373 percent of the outstanding Assessment Part B (i.e.,  $\$7,164 \div \$629,905 = 1.1373\%$ ). The Annual Collection Costs to be collected for 2012 from the newly subdivided lots is shown in Table R below.

**Table R**  
**Annual Collection Costs for Assessment Part B – Phase 3 Lots**  
**To be collected for 2012**

Land Use Class	Assessment Part B per unit <sup>1</sup>	Percentage	Annual Collection Costs per Unit
Land Use Class 1	\$6,483	1.1373%	\$73.72
Land Use Class 2	\$10,761	1.1373%	\$122.38
Land Use Class 3	\$14,845	1.1373%	\$168.83

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

In summary, the Annual Installment Part B to be collected for 2012 from the newly subdivided lots, which included the interest due, Assessment Part B due and Annual Collection Costs is shown Table S below.

**Table S**  
**Annual Installment Part B – Phase 3 Lots**  
**To be collected for 2012**

Land Use Class	Interest due per Unit	Assessment Part B due per Unit	Annual Collection Costs Per Unit	Annual Installment Part B per Unit
Land Use Class 1	\$478.09	\$20.58	\$73.72	\$572.39
Land Use Class 2	\$793.63	\$34.17	\$122.38	\$950.18
Land Use Class 3	\$1,094.83	\$47.13	\$168.83	\$1,310.79

**C. Update of the Assessment Plan**

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

- (i) Land Use Class 1,
- (ii) Land Use Class 2, and
- (iii) Land Use Class 3.

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

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

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

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

**D. Update of the Assessment Roll**

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

The identification of each Assessed Parcel in the PID (including, if available, the tax parcel identification number for such Parcel), (ii) the Assessments, including any adjustments as provided for in this Service and Assessment Plan; (iii) the Annual Installment for the relevant year (if such Assessment is payable) for each Parcel; (iv) prepayments of the Assessments as provided for in this Service and Assessment Plan and (B) any other changes helpful to the administration of the PID and permitted by law.

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

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

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

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel.

B = the Assessment for the Parcel prior to subdivision.

C = the Equivalent Units allocated to each newly subdivided Parcel

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

There have been no additional parcel subdivisions within the PID applicable to the Annual Installments to be collected for 2012.

Assessment Part A has been prepaid for nine lots through July 31, 2012. Table X below shows a summary of these prepaid lots. According to the trustee for the Bonds, Series 2008A Bonds in the total amount of \$78,000 have been redeemed with the prepayment proceeds as of July 31, 2012.

**Table X**  
**Assessment Part A Prepayments**  
**As of July 31, 2012**

<b>Tax ID No</b>	<b>Lot No.</b>	<b>Land Use Class</b>	<b>Equivalent Unit</b>	<b>Total Assessment Part A Prepaid</b>
R310605	47	1	1	\$6,438
R310607	49	3	2.29	\$14,743
R310628	65	1	1	\$6,438
R310629	66	1	1	\$6,438
R310634	71	1	1	\$6,438
R310635	72	1	1	\$6,438
R310637	74	2	1.66	\$10,687
R310658	95	2	1.66	\$10,687
R310672	109	2	1.66	\$10,687
Total			12.27	\$78,994

Assessment Part B has been prepaid for 82 lots as of July 31, 2012. Table Y on the following page shows a summary of these prepaid lots. Series 2008B Bonds in the total amount of \$640,000 were redeemed with prepayment proceeds through July 1, 2012 and an additional amount of \$7,000 is anticipated to be redeemed on October 1, 2012.

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

**Table Y**  
**Assessment Part B Prepayments**  
**As of July 31, 2012**

<b>Tax ID No</b>	<b>Lot No.</b>	<b>Land Use Class</b>	<b>EU</b>	<b>Total Assessment Part B Prepaid</b>
R314854	112	1	1	\$6,480.54
R314855	113	1	1	\$6,480.54
R314856	114	1	1	\$6,480.54
R314857	115	1	1	\$6,480.54
R314861	119	1	1	\$6,480.54
R314862	120	1	1	\$6,480.54
R314870	128	1	1	\$6,480.54
R314878	136	1	1	\$6,480.54
R314889	147	1	1	\$6,480.54
R314891	149	1	1	\$6,480.54
R314892	150	1	1	\$6,480.54
R314924	152	1	1	\$6,480.54
R314894	153	1	1	\$6,480.54
R314906	165	1	1	\$6,480.54
R314919	179	1	1	\$6,480.54
R314858	116	1	1	\$6,480.54
R314859	117	1	1	\$6,480.54
R314863	121	1	1	\$6,480.54
R314864	122	1	1	\$6,480.54
R314868	126	1	1	\$6,480.54
R314880	138	1	1	\$6,480.54
R314890	148	1	1	\$6,480.54
R314895	154	1	1	\$6,480.54
R314917	177	1	1	\$6,480.54
R314918	178	1	1	\$6,480.54
R314869	127	2	1.66	\$10,757.70
R314879	137	2	1.66	\$10,757.70
R314893	151	2	1.66	\$10,757.70
R314903	162	2	1.66	\$10,757.70
R314904	163	2	1.66	\$10,757.70
R314909	168	2	1.66	\$10,757.70
R314923	184	2	1.66	\$10,757.70
R314871	129	2	1.66	\$10,757.70
R314881	139	2	1.66	\$10,757.70
R314887	145	2	1.66	\$10,757.70
R314897	156	2	1.66	\$10,757.70
R314907	166	2	1.66	\$10,757.70
R314872	130	3	2.29	\$14,840.44
R314883	141	2	1.66	\$10,757.70
R314900	159	1	1	\$6,480.54
R314910	169	2	1.66	\$10,757.70
R314920	181	2	1.66	\$10,757.70

<b>Tax ID No</b>	<b>Lot No.</b>	<b>Land Use Class</b>	<b>EU</b>	<b>Total Assessment Part B Prepaid</b>
R314922	183	1	1	\$6,480.54
R314860	118	2	1	\$10,757.70
R314866	125	1	1	\$6,480.54
R314916	176	2	1.66	\$10,757.70
R318318	198	2	1.66	\$10,795.25
R318340	222	1	1	\$6,503.16
R318341	223	1	1	\$6,503.16
R318343	225	1	1	\$6,503.16
R318344	226	1	1	\$6,503.16
R318345	227	1	1	\$6,503.16
R318349	231	1	1	\$6,503.16
R318350	232	1	1	\$6,503.16
R318353	235	1	1	\$6,503.16
R318356	238	2	1.66	\$10,795.25
R318357	239	2	1.66	\$10,795.25
R318358	240	3	2.29	\$14,892.24
R318361	243	1	1	\$6,503.16
R318362	244	1	1	\$6,503.16
R318363	245	1	1	\$6,503.16
R318395	250	1	1	\$6,503.16
R318380	263	2	1.66	\$10,795.25
R318382	265	1	1	\$6,503.16
R318383	266	1	1	\$6,503.16
R318351	233	1	1	\$6,494.50
R318394	212	1	1	\$6,494.50
R318316	196	1	1	\$6,494.50
R314884	142	1	1	\$6,472.00
R318339	221	1	1	\$6,494.50
R318367	249	1	1	\$6,494.50
R314888	146	3	2.29	\$14,820.88
R318322	202	1	1	\$6,494.50
R318368	251	1	1	\$6,494.50
R314926	180	1	1	\$6,472.00
R318320	200	1	1	\$6,494.00
R318306	186	1	1	\$6,494.00
R314886	144	1	1	\$6,472.00
R318346	228	1	1	\$6,494.00
R314925	174	1	1	\$6,472.00
R318365	247	1	1	\$6,494.00
R318381	264	1	1	\$6,494.00
<b>Total</b>			<b>99.07</b>	<b>\$646,934.42</b>

**E. Updates of Miscellaneous Provisions**

There are no additional updates to be included in the Annual Service Plan update for 2012.

**Appendix A**  
**The Improvement Project**

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

<sup>1</sup> The budget changes are shown in the most recent developer's payment requests submitted to the trustee.

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

**Appendix B**  
**Assessment Roll Summary**

**Appendix B**  
**ASSESSMENT ROLL SUMMARY**  
**Vintage Public Improvement District**  
**2012**

Summary

Tax Reference No.	Lot No.	Equivalent Units	Assessments		Annual Installment Part A			Annual Installment Part B			Total		
			Part A	Part B	P&I	Costs	Total	P&I	Costs	Total	P&I	Costs	Total
R310559	1	0	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R310560	2	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83
R310561	3	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83
R310562	4	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83
R310563	5	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83
R310564	6	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83
R310565	7	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83
R310566	8	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83
R310567	9	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83
R310568	10	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83
R310569	11	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83
R310570	12	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83
R310571	13	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83
R310572	14	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83
R310573	15	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83
R310574	16	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83
R310575	17	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83
R310576	18	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83
R310577	19	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83
R310578	20	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83
R310579	21	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83
R310580	22	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83
R310581	23	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83
R310582	24	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83
R310583	25	1.66	\$10,589	\$0	\$816.11	\$81.69	\$897.80	\$0.00	\$0.00	\$0.00	\$816.11	\$81.69	\$897.80
R310584	26	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83
R310585	27	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83
R310586	28	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83
R310587	29	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83
R310588	30	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83
R310589	31	0	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R310590	32	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83
R310591	33	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83
R310592	34	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83
R310593	35	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83
R310594	36	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83
R310595	37	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83
R310596	38	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83
R310597	39	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83
R310598	40	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83
R310599	41	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83
R310600	42	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83
R310601	43	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83
R310602	44	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83
R310603	45	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83
R310604	46	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83

**Appendix B**  
**ASSESSMENT ROLL SUMMARY**  
**Vintage Public Improvement District**  
**2012**  
**Summary**

Tax Reference No.	Lot No.	Equivalent Units	Assessments			Annual Installment Part A			Annual Installment Part B			Total		
			Part A	Part B	Total	P&I	Costs	Total	P&I	Costs	Total	P&I	Costs	Total
R310605	47	1	Prepaid	\$0	Prepaid	Prepaid	Prepaid	Prepaid	\$0.00	\$0.00	\$0.00	Prepaid	Prepaid	Prepaid
R310606	48	0	\$0	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R310607	49	2.29	Prepaid	\$0	Prepaid	Prepaid	Prepaid	Prepaid	\$0.00	\$0.00	\$0.00	Prepaid	Prepaid	Prepaid
R310608	50	2.29	\$14,608	\$0	\$14,608	\$1,125.82	\$112.69	\$1,238.51	\$0.00	\$0.00	\$0.00	\$112.69	\$112.69	\$1,238.51
R310609	51	2.29	\$14,608	\$0	\$14,608	\$1,125.82	\$112.69	\$1,238.51	\$0.00	\$0.00	\$0.00	\$112.69	\$112.69	\$1,238.51
R310610	52	2.29	\$14,608	\$0	\$14,608	\$1,125.82	\$112.69	\$1,238.51	\$0.00	\$0.00	\$0.00	\$112.69	\$112.69	\$1,238.51
R310611	53	2.29	\$14,608	\$0	\$14,608	\$1,125.82	\$112.69	\$1,238.51	\$0.00	\$0.00	\$0.00	\$112.69	\$112.69	\$1,238.51
R310612	54	1.66	\$10,589	\$0	\$10,589	\$816.11	\$81.69	\$897.80	\$0.00	\$0.00	\$0.00	\$81.69	\$81.69	\$897.80
R310613	55	1.66	\$10,589	\$0	\$10,589	\$816.11	\$81.69	\$897.80	\$0.00	\$0.00	\$0.00	\$81.69	\$81.69	\$897.80
R310614	56	1.66	\$10,589	\$0	\$10,589	\$816.11	\$81.69	\$897.80	\$0.00	\$0.00	\$0.00	\$81.69	\$81.69	\$897.80
R310615	57	1.66	\$10,589	\$0	\$10,589	\$816.11	\$81.69	\$897.80	\$0.00	\$0.00	\$0.00	\$81.69	\$81.69	\$897.80
R310616	58	0	\$0	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R310622	59	0	\$0	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R310623	60	1.66	\$10,589	\$0	\$10,589	\$816.11	\$81.69	\$897.80	\$0.00	\$0.00	\$0.00	\$81.69	\$81.69	\$897.80
R310624	61	1.66	\$10,589	\$0	\$10,589	\$816.11	\$81.69	\$897.80	\$0.00	\$0.00	\$0.00	\$81.69	\$81.69	\$897.80
R310625	62	1.66	\$10,589	\$0	\$10,589	\$816.11	\$81.69	\$897.80	\$0.00	\$0.00	\$0.00	\$81.69	\$81.69	\$897.80
R310626	63	1.66	\$10,589	\$0	\$10,589	\$816.11	\$81.69	\$897.80	\$0.00	\$0.00	\$0.00	\$81.69	\$81.69	\$897.80
R310627	64	1	\$6,379	\$0	\$6,379	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$49.21	\$49.21	\$540.83
R310628	65	1	Prepaid	\$0	Prepaid	Prepaid	Prepaid	Prepaid	\$0.00	\$0.00	\$0.00	Prepaid	Prepaid	Prepaid
R310629	66	1	Prepaid	\$0	Prepaid	Prepaid	Prepaid	Prepaid	\$0.00	\$0.00	\$0.00	Prepaid	Prepaid	Prepaid
R310630	67	1	\$6,379	\$0	\$6,379	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$49.21	\$49.21	\$540.83
R310631	68	1	\$6,379	\$0	\$6,379	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$49.21	\$49.21	\$540.83
R310632	69	1.66	\$10,589	\$0	\$10,589	\$816.11	\$81.69	\$897.80	\$0.00	\$0.00	\$0.00	\$81.69	\$81.69	\$897.80
R310633	70	1	\$6,379	\$0	\$6,379	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$49.21	\$49.21	\$540.83
R310634	71	1	Prepaid	\$0	Prepaid	Prepaid	Prepaid	Prepaid	\$0.00	\$0.00	\$0.00	Prepaid	Prepaid	Prepaid
R310635	72	1	Prepaid	\$0	Prepaid	Prepaid	Prepaid	Prepaid	\$0.00	\$0.00	\$0.00	Prepaid	Prepaid	Prepaid
R310636	73	1	\$6,379	\$0	\$6,379	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$49.21	\$49.21	\$540.83
R310637	74	1.66	Prepaid	\$0	Prepaid	Prepaid	Prepaid	Prepaid	\$0.00	\$0.00	\$0.00	Prepaid	Prepaid	Prepaid
R310638	75	2.29	\$14,608	\$0	\$14,608	\$1,125.82	\$112.69	\$1,238.51	\$0.00	\$0.00	\$0.00	\$112.69	\$112.69	\$1,238.51
R310639	76	2.29	\$14,608	\$0	\$14,608	\$1,125.82	\$112.69	\$1,238.51	\$0.00	\$0.00	\$0.00	\$112.69	\$112.69	\$1,238.51
R310640	77	2.29	\$14,608	\$0	\$14,608	\$1,125.82	\$112.69	\$1,238.51	\$0.00	\$0.00	\$0.00	\$112.69	\$112.69	\$1,238.51
R310641	78	1.66	\$10,589	\$0	\$10,589	\$816.11	\$81.69	\$897.80	\$0.00	\$0.00	\$0.00	\$81.69	\$81.69	\$897.80
R310642	79	1.66	\$10,589	\$0	\$10,589	\$816.11	\$81.69	\$897.80	\$0.00	\$0.00	\$0.00	\$81.69	\$81.69	\$897.80
R310643	80	1.66	\$10,589	\$0	\$10,589	\$816.11	\$81.69	\$897.80	\$0.00	\$0.00	\$0.00	\$81.69	\$81.69	\$897.80
R310644	81	1.66	\$10,589	\$0	\$10,589	\$816.11	\$81.69	\$897.80	\$0.00	\$0.00	\$0.00	\$81.69	\$81.69	\$897.80
R310645	82	1.66	\$10,589	\$0	\$10,589	\$816.11	\$81.69	\$897.80	\$0.00	\$0.00	\$0.00	\$81.69	\$81.69	\$897.80
R310646	83	1.66	\$10,589	\$0	\$10,589	\$816.11	\$81.69	\$897.80	\$0.00	\$0.00	\$0.00	\$81.69	\$81.69	\$897.80
R310647	84	2.29	\$14,608	\$0	\$14,608	\$1,125.82	\$112.69	\$1,238.51	\$0.00	\$0.00	\$0.00	\$112.69	\$112.69	\$1,238.51
R310648	85	2.29	\$14,608	\$0	\$14,608	\$1,125.82	\$112.69	\$1,238.51	\$0.00	\$0.00	\$0.00	\$112.69	\$112.69	\$1,238.51
R310649	86	1.66	\$10,589	\$0	\$10,589	\$816.11	\$81.69	\$897.80	\$0.00	\$0.00	\$0.00	\$81.69	\$81.69	\$897.80
R310650	87	2.29	\$14,608	\$0	\$14,608	\$1,125.82	\$112.69	\$1,238.51	\$0.00	\$0.00	\$0.00	\$112.69	\$112.69	\$1,238.51
R310651	88	0	\$0	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R310652	89	2.29	\$14,608	\$0	\$14,608	\$1,125.82	\$112.69	\$1,238.51	\$0.00	\$0.00	\$0.00	\$112.69	\$112.69	\$1,238.51
R310653	90	1	\$6,379	\$0	\$6,379	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$49.21	\$49.21	\$540.83
R310654	91	1.66	\$10,589	\$0	\$10,589	\$816.11	\$81.69	\$897.80	\$0.00	\$0.00	\$0.00	\$81.69	\$81.69	\$897.80
R310655	92	1.66	\$10,589	\$0	\$10,589	\$816.11	\$81.69	\$897.80	\$0.00	\$0.00	\$0.00	\$81.69	\$81.69	\$897.80

**Appendix B**  
**ASSESSMENT ROLL SUMMARY**  
**Vintage Public Improvement District**  
**2012**

**Summary**

Tax Reference No.	Lot No.	Equivalent Units	Assessments		Annual Installment Part A			Annual Installment Part B			Total			
			Part A	Part B	P&I	Costs	Total	P&I	Costs	Total	P&I	Costs	Total	
R310656	93	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83	
R310657	94	1.66	\$10,589	\$0	\$816.11	\$81.69	\$897.80	\$0.00	\$0.00	\$0.00	\$816.11	\$81.69	\$897.80	
R310658	95	1.66	Prepaid	\$0	Prepaid	Prepaid	Prepaid	\$0.00	\$0.00	\$0.00	Prepaid	Prepaid	Prepaid	Prepaid
R310659	96	1.66	\$10,589	\$0	\$816.11	\$81.69	\$897.80	\$0.00	\$0.00	\$0.00	\$816.11	\$81.69	\$897.80	
R310660	97	1.66	\$10,589	\$0	\$816.11	\$81.69	\$897.80	\$0.00	\$0.00	\$0.00	\$816.11	\$81.69	\$897.80	
R310661	98	1.66	\$10,589	\$0	\$816.11	\$81.69	\$897.80	\$0.00	\$0.00	\$0.00	\$816.11	\$81.69	\$897.80	
R310662	99	1.66	\$10,589	\$0	\$816.11	\$81.69	\$897.80	\$0.00	\$0.00	\$0.00	\$816.11	\$81.69	\$897.80	
R310663	100	1.66	\$10,589	\$0	\$816.11	\$81.69	\$897.80	\$0.00	\$0.00	\$0.00	\$816.11	\$81.69	\$897.80	
R310664	101	2.29	\$14,608	\$0	\$1,125.82	\$112.69	\$1,238.51	\$0.00	\$0.00	\$0.00	\$1,125.82	\$112.69	\$1,238.51	
R310665	102	1.66	\$10,589	\$0	\$816.11	\$81.69	\$897.80	\$0.00	\$0.00	\$0.00	\$816.11	\$81.69	\$897.80	
R310666	103	1.66	\$10,589	\$0	\$816.11	\$81.69	\$897.80	\$0.00	\$0.00	\$0.00	\$816.11	\$81.69	\$897.80	
R310667	104	1.66	\$10,589	\$0	\$816.11	\$81.69	\$897.80	\$0.00	\$0.00	\$0.00	\$816.11	\$81.69	\$897.80	
R310668	105	1.66	\$10,589	\$0	\$816.11	\$81.69	\$897.80	\$0.00	\$0.00	\$0.00	\$816.11	\$81.69	\$897.80	
R310669	106	1.66	\$10,589	\$0	\$816.11	\$81.69	\$897.80	\$0.00	\$0.00	\$0.00	\$816.11	\$81.69	\$897.80	
R310670	107	1	\$6,379	\$0	\$491.62	\$49.21	\$540.83	\$0.00	\$0.00	\$0.00	\$491.62	\$49.21	\$540.83	
R310671	108	1.66	\$10,589	\$0	\$816.11	\$81.69	\$897.80	\$0.00	\$0.00	\$0.00	\$816.11	\$81.69	\$897.80	
R310672	109	1.66	Prepaid	\$0	Prepaid	Prepaid	Prepaid	\$0.00	\$0.00	\$0.00	Prepaid	Prepaid	Prepaid	Prepaid
R310673	110	1.66	\$10,589	\$0	\$816.11	\$81.69	\$897.80	\$0.00	\$0.00	\$0.00	\$816.11	\$81.69	\$897.80	
R310674	111	1.66	\$10,589	\$0	\$816.11	\$81.69	\$897.80	\$0.00	\$0.00	\$0.00	\$816.11	\$81.69	\$897.80	
R314854	112	1	\$6,379	Prepaid	\$491.62	\$49.21	\$540.83	Prepaid	Prepaid	Prepaid	\$491.62	\$49.21	\$540.83	
R314855	113	1	\$6,379	Prepaid	\$491.62	\$49.21	\$540.83	Prepaid	Prepaid	Prepaid	\$491.62	\$49.21	\$540.83	
R314856	114	1	\$6,379	Prepaid	\$491.62	\$49.21	\$540.83	Prepaid	Prepaid	Prepaid	\$491.62	\$49.21	\$540.83	
R314857	115	1	\$6,379	Prepaid	\$491.62	\$49.21	\$540.83	Prepaid	Prepaid	Prepaid	\$491.62	\$49.21	\$540.83	
R314858	116	1	\$6,379	Prepaid	\$491.62	\$49.21	\$540.83	Prepaid	Prepaid	Prepaid	\$491.62	\$49.21	\$540.83	
R314859	117	1	\$6,379	Prepaid	\$491.62	\$49.21	\$540.83	Prepaid	Prepaid	Prepaid	\$491.62	\$49.21	\$540.83	
R314860	118	1.66	\$10,589	Prepaid	\$816.11	\$81.69	\$897.80	Prepaid	Prepaid	Prepaid	\$816.11	\$81.69	\$897.80	
R314861	119	1	\$6,379	Prepaid	\$491.62	\$49.21	\$540.83	Prepaid	Prepaid	Prepaid	\$491.62	\$49.21	\$540.83	
R314862	120	1	\$6,379	Prepaid	\$491.62	\$49.21	\$540.83	Prepaid	Prepaid	Prepaid	\$491.62	\$49.21	\$540.83	
R314863	121	1	\$6,379	Prepaid	\$491.62	\$49.21	\$540.83	Prepaid	Prepaid	Prepaid	\$491.62	\$49.21	\$540.83	
R314864	122	1	\$6,379	Prepaid	\$491.62	\$49.21	\$540.83	Prepaid	Prepaid	Prepaid	\$491.62	\$49.21	\$540.83	
R314865	123	2.29	\$14,608	Prepaid	\$1,125.82	\$112.69	\$1,238.51	\$1,137.99	\$168.24	\$1,306.23	\$2,263.81	\$280.93	\$2,544.74	
R314866	124	1.66	\$10,589	\$10,724	\$816.11	\$81.69	\$897.80	\$824.92	\$121.96	\$946.88	\$1,641.03	\$203.65	\$1,844.68	
R314867	125	1	\$6,379	Prepaid	\$491.62	\$49.21	\$540.83	Prepaid	Prepaid	Prepaid	\$491.62	\$49.21	\$540.83	
R314868	126	1	\$6,379	Prepaid	\$491.62	\$49.21	\$540.83	Prepaid	Prepaid	Prepaid	\$491.62	\$49.21	\$540.83	
R314869	127	1.66	\$10,589	Prepaid	\$816.11	\$81.69	\$897.80	Prepaid	Prepaid	Prepaid	\$816.11	\$81.69	\$897.80	
R314870	128	1	\$6,379	Prepaid	\$491.62	\$49.21	\$540.83	Prepaid	Prepaid	Prepaid	\$491.62	\$49.21	\$540.83	
R314871	129	1.66	\$10,589	Prepaid	\$816.11	\$81.69	\$897.80	Prepaid	Prepaid	Prepaid	\$816.11	\$81.69	\$897.80	
R314872	130	2.29	\$14,608	Prepaid	\$1,125.82	\$112.69	\$1,238.51	Prepaid	Prepaid	Prepaid	\$1,125.82	\$112.69	\$1,238.51	
R314873	131	0	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
R314874	132	0	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
R314875	133	0	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
R314876	134	0	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
R314877	135	1.66	\$10,589	\$10,724	\$816.11	\$81.69	\$897.80	\$824.92	\$121.96	\$946.88	\$1,641.03	\$203.65	\$1,844.68	
R314878	136	1	\$6,379	Prepaid	\$491.62	\$49.21	\$540.83	Prepaid	Prepaid	Prepaid	\$491.62	\$49.21	\$540.83	
R314879	137	1.66	\$10,589	Prepaid	\$816.11	\$81.69	\$897.80	Prepaid	Prepaid	Prepaid	\$816.11	\$81.69	\$897.80	
R314880	138	1	\$6,379	Prepaid	\$491.62	\$49.21	\$540.83	Prepaid	Prepaid	Prepaid	\$491.62	\$49.21	\$540.83	

**Appendix B**  
**ASSESSMENT ROLL SUMMARY**  
**Vintage Public Improvement District**  
**2012**  
**Summary**

Tax Reference No.	Lot No.	Equivalent Units	Assessments			Annual Installment Part A			Annual Installment Part B			Total		
			Part A	Part B	Total	P&I	Costs	Total	P&I	Costs	Total	P&I	Costs	Total
R314881	139	1.66	\$10,589	Prepaid	\$10,589	\$816.11	\$81.69	\$897.80	Prepaid	\$168.24	\$816.11	Prepaid	\$168.24	\$816.11
R314882	140	2.29	\$14,608	\$14,793	\$29,401	\$1,125.82	\$112.69	\$1,238.51	\$1,137.99	\$18.24	\$1,137.99	\$1,306.23	\$280.93	\$2,544.74
R314883	141	1.66	\$10,589	Prepaid	\$10,589	\$816.11	\$81.69	\$897.80	Prepaid	Prepaid	\$816.11	Prepaid	Prepaid	\$816.11
R314884	142	1	\$6,379	Prepaid	\$6,379	\$491.62	\$49.21	\$540.83	Prepaid	Prepaid	\$491.62	Prepaid	Prepaid	\$540.83
R314885	143	1.66	\$10,589	\$10,724	\$21,313	\$816.11	\$81.69	\$897.80	\$824.92	\$121.96	\$824.92	\$946.88	\$203.65	\$1,844.68
R314886	144	1	\$6,379	Prepaid	\$6,379	\$491.62	\$49.21	\$540.83	Prepaid	Prepaid	\$491.62	Prepaid	Prepaid	\$540.83
R314887	145	1.66	\$10,589	Prepaid	\$10,589	\$816.11	\$81.69	\$897.80	Prepaid	Prepaid	\$816.11	Prepaid	Prepaid	\$897.80
R314888	146	2.29	\$14,608	Prepaid	\$14,608	\$1,125.82	\$112.69	\$1,238.51	Prepaid	Prepaid	\$1,125.82	Prepaid	Prepaid	\$1,238.51
R314889	147	1	\$6,379	Prepaid	\$6,379	\$491.62	\$49.21	\$540.83	Prepaid	Prepaid	\$491.62	Prepaid	Prepaid	\$540.83
R314890	148	1	\$6,379	Prepaid	\$6,379	\$491.62	\$49.21	\$540.83	Prepaid	Prepaid	\$491.62	Prepaid	Prepaid	\$540.83
R314891	149	1	\$6,379	Prepaid	\$6,379	\$491.62	\$49.21	\$540.83	Prepaid	Prepaid	\$491.62	Prepaid	Prepaid	\$540.83
R314892	150	1	\$6,379	Prepaid	\$6,379	\$491.62	\$49.21	\$540.83	Prepaid	Prepaid	\$491.62	Prepaid	Prepaid	\$540.83
R314893	151	1.66	\$10,589	Prepaid	\$10,589	\$816.11	\$81.69	\$897.80	Prepaid	Prepaid	\$816.11	Prepaid	Prepaid	\$897.80
R314924	152	1	\$6,379	Prepaid	\$6,379	\$491.62	\$49.21	\$540.83	Prepaid	Prepaid	\$491.62	Prepaid	Prepaid	\$540.83
R314894	153	1	\$6,379	Prepaid	\$6,379	\$491.62	\$49.21	\$540.83	Prepaid	Prepaid	\$491.62	Prepaid	Prepaid	\$540.83
R314895	154	1	\$6,379	Prepaid	\$6,379	\$491.62	\$49.21	\$540.83	Prepaid	Prepaid	\$491.62	Prepaid	Prepaid	\$540.83
R314896	155	1.66	\$10,589	\$10,724	\$21,313	\$816.11	\$81.69	\$897.80	\$824.92	\$121.96	\$824.92	\$946.88	\$203.65	\$1,844.68
R314897	156	1.66	\$10,589	Prepaid	\$10,589	\$816.11	\$81.69	\$897.80	Prepaid	Prepaid	\$816.11	Prepaid	Prepaid	\$897.80
R314898	157	1.66	\$10,589	\$10,724	\$21,313	\$816.11	\$81.69	\$897.80	\$824.92	\$121.96	\$824.92	\$946.88	\$203.65	\$1,844.68
R314899	158	1.66	\$10,589	\$10,724	\$21,313	\$816.11	\$81.69	\$897.80	\$824.92	\$121.96	\$824.92	\$946.88	\$203.65	\$1,844.68
R314900	159	1	\$6,379	Prepaid	\$6,379	\$491.62	\$49.21	\$540.83	Prepaid	Prepaid	\$491.62	Prepaid	Prepaid	\$540.83
R314901	160	1.66	\$10,589	\$10,724	\$21,313	\$816.11	\$81.69	\$897.80	\$824.92	\$121.96	\$824.92	\$946.88	\$203.65	\$1,844.68
R314902	161	0	\$0	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R314903	162	1.66	\$10,589	Prepaid	\$10,589	\$816.11	\$81.69	\$897.80	Prepaid	Prepaid	\$816.11	Prepaid	Prepaid	\$897.80
R314904	163	1.66	\$10,589	Prepaid	\$10,589	\$816.11	\$81.69	\$897.80	Prepaid	Prepaid	\$816.11	Prepaid	Prepaid	\$897.80
R314905	164	1.66	\$10,589	\$10,724	\$21,313	\$816.11	\$81.69	\$897.80	\$824.92	\$121.96	\$824.92	\$946.88	\$203.65	\$1,844.68
R314906	165	1	\$6,379	Prepaid	\$6,379	\$491.62	\$49.21	\$540.83	Prepaid	Prepaid	\$491.62	Prepaid	Prepaid	\$540.83
R314907	166	1.66	\$10,589	Prepaid	\$10,589	\$816.11	\$81.69	\$897.80	Prepaid	Prepaid	\$816.11	Prepaid	Prepaid	\$897.80
R314908	167	1.66	\$10,589	\$10,724	\$21,313	\$816.11	\$81.69	\$897.80	\$824.92	\$121.96	\$824.92	\$946.88	\$203.65	\$1,844.68
R314909	168	1.66	\$10,589	Prepaid	\$10,589	\$816.11	\$81.69	\$897.80	Prepaid	Prepaid	\$816.11	Prepaid	Prepaid	\$897.80
R314910	169	1.66	\$10,589	Prepaid	\$10,589	\$816.11	\$81.69	\$897.80	Prepaid	Prepaid	\$816.11	Prepaid	Prepaid	\$897.80
R314911	170	1	\$6,379	\$6,460	\$12,839	\$491.62	\$49.21	\$540.83	\$496.94	\$73.47	\$496.94	\$570.41	\$122.68	\$1,111.24
R314912	171	1	\$6,379	\$6,460	\$12,839	\$491.62	\$49.21	\$540.83	\$496.94	\$73.47	\$496.94	\$570.41	\$122.68	\$1,111.24
R314913	172	1	\$6,379	\$6,460	\$12,839	\$491.62	\$49.21	\$540.83	\$496.94	\$73.47	\$496.94	\$570.41	\$122.68	\$1,111.24
R314914	173	1	\$6,379	\$6,460	\$12,839	\$491.62	\$49.21	\$540.83	\$496.94	\$73.47	\$496.94	\$570.41	\$122.68	\$1,111.24
R314925	174	1	\$6,379	Prepaid	\$6,379	\$491.62	\$49.21	\$540.83	Prepaid	Prepaid	\$491.62	Prepaid	Prepaid	\$540.83
R314915	175	1.66	\$10,589	\$10,724	\$21,313	\$816.11	\$81.69	\$897.80	\$824.92	\$121.96	\$824.92	\$946.88	\$203.65	\$1,844.68
R314916	176	1.66	\$10,589	Prepaid	\$10,589	\$816.11	\$81.69	\$897.80	Prepaid	Prepaid	\$816.11	Prepaid	Prepaid	\$897.80
R314917	177	1	\$6,379	Prepaid	\$6,379	\$491.62	\$49.21	\$540.83	Prepaid	Prepaid	\$491.62	Prepaid	Prepaid	\$540.83
R314918	178	1	\$6,379	Prepaid	\$6,379	\$491.62	\$49.21	\$540.83	Prepaid	Prepaid	\$491.62	Prepaid	Prepaid	\$540.83
R314919	179	1	\$6,379	Prepaid	\$6,379	\$491.62	\$49.21	\$540.83	Prepaid	Prepaid	\$491.62	Prepaid	Prepaid	\$540.83
R314926	180	1	\$6,379	Prepaid	\$6,379	\$491.62	\$49.21	\$540.83	Prepaid	Prepaid	\$491.62	Prepaid	Prepaid	\$540.83
R314920	181	1.66	\$10,589	Prepaid	\$10,589	\$816.11	\$81.69	\$897.80	Prepaid	Prepaid	\$816.11	Prepaid	Prepaid	\$897.80
R314921	182	1	\$6,379	\$6,460	\$12,839	\$491.62	\$49.21	\$540.83	\$496.94	\$73.47	\$496.94	\$570.41	\$122.68	\$1,111.24
R314922	183	1	\$6,379	Prepaid	\$6,379	\$491.62	\$49.21	\$540.83	Prepaid	Prepaid	\$491.62	Prepaid	Prepaid	\$540.83
R314923	184	1.66	\$10,589	Prepaid	\$10,589	\$816.11	\$81.69	\$897.80	Prepaid	Prepaid	\$816.11	Prepaid	Prepaid	\$897.80

**Appendix B**  
**ASSESSMENT ROLL SUMMARY**  
**Vintage Public Improvement District**  
**2012**  
**Summary**

Tax Reference No.	Lot No.	Equivalent Units	Assessments		Annual Installment Part A			Annual Installment Part B			Total		
			Part A	Part B	P&I	Costs	Total	P&I	Costs	Total	P&I	Costs	Total
R318305	185	2.29	\$14,659	\$14,845	\$1,129.75	\$113.08	\$1,242.83	\$1,141.96	\$168.83	\$1,310.79	\$2,271.71	\$281.91	\$2,553.62
R318306	186	1	\$6,401	Prepaid	\$493.35	\$49.38	\$542.73	Prepaid	Prepaid	Prepaid	\$493.35	\$49.38	\$542.73
R318307	187	1	\$6,401	\$6,483	\$493.35	\$49.38	\$542.73	\$498.67	\$73.72	\$572.39	\$992.02	\$123.10	\$1,115.12
R318308	188	1	\$6,401	\$6,483	\$493.35	\$49.38	\$542.73	\$498.67	\$73.72	\$572.39	\$992.02	\$123.10	\$1,115.12
R318309	189	1	\$6,401	\$6,483	\$493.35	\$49.38	\$542.73	\$498.67	\$73.72	\$572.39	\$992.02	\$123.10	\$1,115.12
R318310	190	1	\$6,401	\$6,483	\$493.35	\$49.38	\$542.73	\$498.67	\$73.72	\$572.39	\$992.02	\$123.10	\$1,115.12
R318311	191	1	\$6,401	\$6,483	\$493.35	\$49.38	\$542.73	\$498.67	\$73.72	\$572.39	\$992.02	\$123.10	\$1,115.12
R318312	192	1	\$6,401	\$6,483	\$493.35	\$49.38	\$542.73	\$498.67	\$73.72	\$572.39	\$992.02	\$123.10	\$1,115.12
R318313	193	1	\$6,401	\$6,483	\$493.35	\$49.38	\$542.73	\$498.67	\$73.72	\$572.39	\$992.02	\$123.10	\$1,115.12
R318314	194	1	\$6,401	\$6,483	\$493.35	\$49.38	\$542.73	\$498.67	\$73.72	\$572.39	\$992.02	\$123.10	\$1,115.12
R318315	195	1	\$6,401	\$6,483	\$493.35	\$49.38	\$542.73	\$498.67	\$73.72	\$572.39	\$992.02	\$123.10	\$1,115.12
R318316	196	1	\$6,401	Prepaid	\$493.35	\$49.38	\$542.73	Prepaid	Prepaid	Prepaid	\$493.35	\$49.38	\$542.73
R318317	197	1	\$6,401	\$6,483	\$493.35	\$49.38	\$542.73	\$498.67	\$73.72	\$572.39	\$992.02	\$123.10	\$1,115.12
R318318	198	1.66	\$10,626	Prepaid	\$818.95	\$81.97	\$900.92	Prepaid	Prepaid	Prepaid	\$818.95	\$81.97	\$900.92
R318319	199	1	\$6,401	\$6,483	\$493.35	\$49.38	\$542.73	\$498.67	\$73.72	\$572.39	\$992.02	\$123.10	\$1,115.12
R318320	200	1	\$6,401	Prepaid	\$493.35	\$49.38	\$542.73	Prepaid	Prepaid	Prepaid	\$493.35	\$49.38	\$542.73
R318321	201	1	\$6,401	\$6,483	\$493.35	\$49.38	\$542.73	\$498.67	\$73.72	\$572.39	\$992.02	\$123.10	\$1,115.12
R318322	202	1	\$6,401	Prepaid	\$493.35	\$49.38	\$542.73	Prepaid	Prepaid	Prepaid	\$493.35	\$49.38	\$542.73
R318323	203	1	\$6,401	\$6,483	\$493.35	\$49.38	\$542.73	\$498.67	\$73.72	\$572.39	\$992.02	\$123.10	\$1,115.12
R318324	204	1.66	\$10,626	\$10,761	\$818.95	\$81.97	\$900.92	\$827.80	\$122.38	\$950.18	\$1,646.75	\$204.35	\$1,851.10
R318325	205	0	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R318326	206	1	\$6,401	\$6,483	\$493.35	\$49.38	\$542.73	\$498.67	\$73.72	\$572.39	\$992.02	\$123.10	\$1,115.12
R318327	207	1.66	\$10,626	\$10,761	\$818.95	\$81.97	\$900.92	\$827.80	\$122.38	\$950.18	\$1,646.75	\$204.35	\$1,851.10
R318328	208	1.66	\$10,626	\$10,761	\$818.95	\$81.97	\$900.92	\$827.80	\$122.38	\$950.18	\$1,646.75	\$204.35	\$1,851.10
R318329	209	1.66	\$10,626	\$10,761	\$818.95	\$81.97	\$900.92	\$827.80	\$122.38	\$950.18	\$1,646.75	\$204.35	\$1,851.10
R318330	210	1	\$6,401	\$6,483	\$493.35	\$49.38	\$542.73	\$498.67	\$73.72	\$572.39	\$992.02	\$123.10	\$1,115.12
R318331	211	1	\$6,401	\$6,483	\$493.35	\$49.38	\$542.73	\$498.67	\$73.72	\$572.39	\$992.02	\$123.10	\$1,115.12
R318332	212	1	\$6,401	Prepaid	\$493.35	\$49.38	\$542.73	Prepaid	Prepaid	Prepaid	\$493.35	\$49.38	\$542.73
R318333	213	1	\$6,401	\$6,483	\$493.35	\$49.38	\$542.73	\$498.67	\$73.72	\$572.39	\$992.02	\$123.10	\$1,115.12
R318334	214	1	\$6,401	\$6,483	\$493.35	\$49.38	\$542.73	\$498.67	\$73.72	\$572.39	\$992.02	\$123.10	\$1,115.12
R318335	215	1.66	\$10,626	\$10,761	\$818.95	\$81.97	\$900.92	\$827.80	\$122.38	\$950.18	\$1,646.75	\$204.35	\$1,851.10
R318336	216	1	\$6,401	\$6,483	\$493.35	\$49.38	\$542.73	\$498.67	\$73.72	\$572.39	\$992.02	\$123.10	\$1,115.12
R318337	217	1.66	\$10,626	\$10,761	\$818.95	\$81.97	\$900.92	\$827.80	\$122.38	\$950.18	\$1,646.75	\$204.35	\$1,851.10
R318338	218	1.66	\$10,626	\$10,761	\$818.95	\$81.97	\$900.92	\$827.80	\$122.38	\$950.18	\$1,646.75	\$204.35	\$1,851.10
R318339	219	1.66	\$10,626	\$10,761	\$818.95	\$81.97	\$900.92	\$827.80	\$122.38	\$950.18	\$1,646.75	\$204.35	\$1,851.10
R318340	220	1	\$6,401	\$6,483	\$493.35	\$49.38	\$542.73	\$498.67	\$73.72	\$572.39	\$992.02	\$123.10	\$1,115.12
R318341	221	1	\$6,401	Prepaid	\$493.35	\$49.38	\$542.73	Prepaid	Prepaid	Prepaid	\$493.35	\$49.38	\$542.73
R318342	222	1	\$6,401	Prepaid	\$493.35	\$49.38	\$542.73	Prepaid	Prepaid	Prepaid	\$493.35	\$49.38	\$542.73
R318343	223	1	\$6,401	Prepaid	\$493.35	\$49.38	\$542.73	Prepaid	Prepaid	Prepaid	\$493.35	\$49.38	\$542.73
R318344	224	0	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R318345	225	1	\$6,401	Prepaid	\$493.35	\$49.38	\$542.73	Prepaid	Prepaid	Prepaid	\$493.35	\$49.38	\$542.73
R318346	226	1	\$6,401	Prepaid	\$493.35	\$49.38	\$542.73	Prepaid	Prepaid	Prepaid	\$493.35	\$49.38	\$542.73
R318347	227	1	\$6,401	Prepaid	\$493.35	\$49.38	\$542.73	Prepaid	Prepaid	Prepaid	\$493.35	\$49.38	\$542.73
R318348	228	1	\$6,401	Prepaid	\$493.35	\$49.38	\$542.73	Prepaid	Prepaid	Prepaid	\$493.35	\$49.38	\$542.73
R318349	229	1	\$6,401	\$6,483	\$493.35	\$49.38	\$542.73	\$498.67	\$73.72	\$572.39	\$992.02	\$123.10	\$1,115.12
R318350	230	1	\$6,401	\$6,483	\$493.35	\$49.38	\$542.73	\$498.67	\$73.72	\$572.39	\$992.02	\$123.10	\$1,115.12

**Appendix B**  
**ASSESSMENT ROLL SUMMARY**  
**Vintage Public Improvement District**  
**2012**

**Summary**

Tax Reference No.	Lot No.	Equivalent Units	Assessments			Annual Installment Part A			Annual Installment Part B			Total			
			Part A	Part B	Total	P&I	Costs	Total	P&I	Costs	Total	P&I	Costs	Total	
R318349	231	1	\$6,401	Prepaid	\$6,401	\$493.35	\$49.38	\$542.73	Prepaid	\$493.35	\$49.38	\$542.73	\$493.35	\$49.38	\$542.73
R318350	232	1	\$6,401	Prepaid	\$6,401	\$493.35	\$49.38	\$542.73	Prepaid	\$493.35	\$49.38	\$542.73	\$493.35	\$49.38	\$542.73
R318351	233	1	\$6,401	Prepaid	\$6,401	\$493.35	\$49.38	\$542.73	Prepaid	\$493.35	\$49.38	\$542.73	\$493.35	\$49.38	\$542.73
R318352	234	1	\$6,401	\$6,483	\$12,884	\$493.35	\$49.38	\$542.73	\$498.67	\$73.72	\$772.39	\$493.35	\$49.38	\$542.73	\$1,115.12
R318353	235	1	\$6,401	Prepaid	\$6,401	\$493.35	\$49.38	\$542.73	Prepaid	\$493.35	\$49.38	\$542.73	\$493.35	\$49.38	\$542.73
R318354	236	0	\$0	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R318355	237	2.29	\$14,659	\$14,845	\$29,504	\$1,129.75	\$113.08	\$1,242.83	\$1,141.96	\$168.83	\$1,310.79	\$1,129.75	\$113.08	\$1,242.83	\$2,553.62
R318356	238	1.66	\$10,626	Prepaid	\$10,626	\$818.95	\$81.97	\$900.92	Prepaid	\$818.95	\$81.97	\$900.92	\$818.95	\$81.97	\$900.92
R318357	239	1.66	\$10,626	Prepaid	\$10,626	\$818.95	\$81.97	\$900.92	Prepaid	\$818.95	\$81.97	\$900.92	\$818.95	\$81.97	\$900.92
R318358	240	2.29	\$14,659	Prepaid	\$14,659	\$1,129.75	\$113.08	\$1,242.83	Prepaid	\$1,129.75	\$113.08	\$1,242.83	\$1,129.75	\$113.08	\$1,242.83
R318359	241	0	\$0	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R318360	242	2.29	\$14,659	\$14,845	\$29,504	\$1,129.75	\$113.08	\$1,242.83	\$1,141.96	\$168.83	\$1,310.79	\$1,129.75	\$113.08	\$1,242.83	\$2,553.62
R318361	243	1	\$6,401	Prepaid	\$6,401	\$493.35	\$49.38	\$542.73	Prepaid	\$493.35	\$49.38	\$542.73	\$493.35	\$49.38	\$542.73
R318362	244	1	\$6,401	Prepaid	\$6,401	\$493.35	\$49.38	\$542.73	Prepaid	\$493.35	\$49.38	\$542.73	\$493.35	\$49.38	\$542.73
R318363	245	1	\$6,401	Prepaid	\$6,401	\$493.35	\$49.38	\$542.73	Prepaid	\$493.35	\$49.38	\$542.73	\$493.35	\$49.38	\$542.73
R318364	246	2.29	\$14,659	\$14,845	\$29,504	\$1,129.75	\$113.08	\$1,242.83	\$1,141.96	\$168.83	\$1,310.79	\$1,129.75	\$113.08	\$1,242.83	\$2,553.62
R318365	247	1	\$6,401	Prepaid	\$6,401	\$493.35	\$49.38	\$542.73	Prepaid	\$493.35	\$49.38	\$542.73	\$493.35	\$49.38	\$542.73
R318366	248	1	\$6,401	\$6,483	\$12,884	\$493.35	\$49.38	\$542.73	\$498.67	\$73.72	\$772.39	\$493.35	\$49.38	\$542.73	\$1,115.12
R318367	249	1	\$6,401	Prepaid	\$6,401	\$493.35	\$49.38	\$542.73	Prepaid	\$493.35	\$49.38	\$542.73	\$493.35	\$49.38	\$542.73
R318369	250	1	\$6,401	Prepaid	\$6,401	\$493.35	\$49.38	\$542.73	Prepaid	\$493.35	\$49.38	\$542.73	\$493.35	\$49.38	\$542.73
R318370	251	1	\$6,401	Prepaid	\$6,401	\$493.35	\$49.38	\$542.73	Prepaid	\$493.35	\$49.38	\$542.73	\$493.35	\$49.38	\$542.73
R318371	252	1	\$6,401	\$6,483	\$12,884	\$493.35	\$49.38	\$542.73	\$498.67	\$73.72	\$772.39	\$493.35	\$49.38	\$542.73	\$1,115.12
R318372	253	1	\$6,401	\$6,483	\$12,884	\$493.35	\$49.38	\$542.73	\$498.67	\$73.72	\$772.39	\$493.35	\$49.38	\$542.73	\$1,115.12
R318373	254	1	\$6,401	\$6,483	\$12,884	\$493.35	\$49.38	\$542.73	\$498.67	\$73.72	\$772.39	\$493.35	\$49.38	\$542.73	\$1,115.12
R318374	255	1	\$6,401	\$6,483	\$12,884	\$493.35	\$49.38	\$542.73	\$498.67	\$73.72	\$772.39	\$493.35	\$49.38	\$542.73	\$1,115.12
R318375	256	1	\$6,401	\$6,483	\$12,884	\$493.35	\$49.38	\$542.73	\$498.67	\$73.72	\$772.39	\$493.35	\$49.38	\$542.73	\$1,115.12
R318376	257	1	\$6,401	\$6,483	\$12,884	\$493.35	\$49.38	\$542.73	\$498.67	\$73.72	\$772.39	\$493.35	\$49.38	\$542.73	\$1,115.12
R318377	258	1	\$6,401	\$6,483	\$12,884	\$493.35	\$49.38	\$542.73	\$498.67	\$73.72	\$772.39	\$493.35	\$49.38	\$542.73	\$1,115.12
R318378	259	1	\$6,401	\$6,483	\$12,884	\$493.35	\$49.38	\$542.73	\$498.67	\$73.72	\$772.39	\$493.35	\$49.38	\$542.73	\$1,115.12
R318379	260	1	\$6,401	\$6,483	\$12,884	\$493.35	\$49.38	\$542.73	\$498.67	\$73.72	\$772.39	\$493.35	\$49.38	\$542.73	\$1,115.12
R318380	261	1	\$6,401	\$6,483	\$12,884	\$493.35	\$49.38	\$542.73	\$498.67	\$73.72	\$772.39	\$493.35	\$49.38	\$542.73	\$1,115.12
R318381	262	1.66	\$10,626	Prepaid	\$10,626	\$818.95	\$81.97	\$900.92	Prepaid	\$818.95	\$81.97	\$900.92	\$818.95	\$81.97	\$900.92
R318382	263	1	\$6,401	Prepaid	\$6,401	\$493.35	\$49.38	\$542.73	Prepaid	\$493.35	\$49.38	\$542.73	\$493.35	\$49.38	\$542.73
R318383	264	1	\$6,401	Prepaid	\$6,401	\$493.35	\$49.38	\$542.73	Prepaid	\$493.35	\$49.38	\$542.73	\$493.35	\$49.38	\$542.73
R318384	265	1	\$6,401	Prepaid	\$6,401	\$493.35	\$49.38	\$542.73	Prepaid	\$493.35	\$49.38	\$542.73	\$493.35	\$49.38	\$542.73
R318385	266	1	\$6,401	Prepaid	\$6,401	\$493.35	\$49.38	\$542.73	Prepaid	\$493.35	\$49.38	\$542.73	\$493.35	\$49.38	\$542.73
R318386	267	1	\$6,401	\$6,483	\$12,884	\$493.35	\$49.38	\$542.73	\$498.67	\$73.72	\$772.39	\$493.35	\$49.38	\$542.73	\$1,115.12
R318387	268	1.66	\$10,626	\$10,761	\$21,387	\$818.95	\$81.97	\$900.92	\$827.80	\$122.38	\$950.18	\$1,646.75	\$204.35	\$1,851.10	\$1,851.10
R318388	269	1.66	\$10,626	\$10,761	\$21,387	\$818.95	\$81.97	\$900.92	\$827.80	\$122.38	\$950.18	\$1,646.75	\$204.35	\$1,851.10	\$1,851.10
R318389	270	1	\$6,401	\$6,483	\$12,884	\$493.35	\$49.38	\$542.73	\$498.67	\$73.72	\$772.39	\$493.35	\$49.38	\$542.73	\$1,115.12
R318390	271	1	\$6,401	\$6,483	\$12,884	\$493.35	\$49.38	\$542.73	\$498.67	\$73.72	\$772.39	\$493.35	\$49.38	\$542.73	\$1,115.12
R318391	272	1.66	\$10,626	\$10,761	\$21,387	\$818.95	\$81.97	\$900.92	\$827.80	\$122.38	\$950.18	\$1,646.75	\$204.35	\$1,851.10	\$1,851.10
R318392	273	1	\$6,401	\$6,483	\$12,884	\$493.35	\$49.38	\$542.73	\$498.67	\$73.72	\$772.39	\$493.35	\$49.38	\$542.73	\$1,115.12
R318393	274	1.66	\$10,626	\$10,761	\$21,387	\$818.95	\$81.97	\$900.92	\$827.80	\$122.38	\$950.18	\$1,646.75	\$204.35	\$1,851.10	\$1,851.10
R318394	275	1	\$6,401	\$6,483	\$12,884	\$493.35	\$49.38	\$542.73	\$498.67	\$73.72	\$772.39	\$493.35	\$49.38	\$542.73	\$1,115.12
R318395	276	1	\$6,401	\$6,483	\$12,884	\$493.35	\$49.38	\$542.73	\$498.67	\$73.72	\$772.39	\$493.35	\$49.38	\$542.73	\$1,115.12

**Appendix B**  
**ASSESSMENT ROLL SUMMARY**  
**Vintage Public Improvement District**  
**2012**

Summary

Tax Reference No.	Lot No.	Equivalent Units	Assessments			Annual Installment Part A			Annual Installment Part B			Total		
			Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total
R318396	277	1	\$6,401	\$6,483	\$12,884	\$493.35	\$49.38	\$542.73	\$498.67	\$73.72	\$572.39	\$992.02	\$123.10	\$1,115.12
<b>Total</b>		342.52	\$2,109,041	\$629,905	\$2,738,946	\$162,542.03	\$16,269.68	\$178,811.71	\$48,455.46	\$7,163.55	\$55,619.01	\$210,997.49	\$23,433.23	\$234,430.72



**Regular City Council Meeting**

**5. 3.**

**Meeting Date:** 09/13/2012

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**Information**

**Agenda Item**

**Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance 2012-O0086 Amendment 23 amending the Adopted FY 2011-12 Budget respecting the Grant Fund to accept and appropriate funding from the Texas Department of State Health Services (DSHS) for the Regional and Local Services Section/Local Public Health System (RLSS/LPHS) Grant, the Immunization Branch - Locals (Immunization) Grant, the Syphilis Elimination Texas - Lubbock County (STD) Grant, and the Public Health Emergency Preparedness (PHEP) Grant.

**Item Summary**

On August 23, 2012 the City Council approved the first reading of the ordinance.

I. Accept and appropriate \$87,645 from the Texas DSHS for the RLSS/LPHS Grant. The grant provides financial assistance to improve or strengthen local public health infrastructure by developing objectives to address public health issues and utilize resources to conduct activities and services that provide or support the delivery of essential public health services. Programs assess, monitor, and evaluate the essential public health services, and develop strategies to improve the delivery of essential public health services to identified service areas. The grant provides funds for one full-time position to conduct case investigations and education and treatment for reportable conditions. Additional surveillance support is provided through a Public Health Emergency Preparedness grant through Emergency Management.

II. Accept and appropriate \$232,115 from the Texas DSHS for the Immunization Grant. The grant provides funds to implement an immunization program for children, adolescents, and adults. Activities include providing immunizations at the Health Department clinic; outreach activities for infants, children, and high-risk adults in their homes, correctional facilities, day care centers, South Plains Mall, fire stations, health fairs, and senior citizen centers; and investigation and initiation of control measures for vaccine-preventable diseases. In addition, education is provided at local theaters, in three free newspapers, billboards, fliers, and other advertising media. The grant provides full salary and benefits for four full-time positions to conduct immunization services and education.

III. Accept and appropriate \$190,770 from the Texas DSHS for the STD Grant. The grant provides funds for testing, diagnosis, and treatment of sexually transmitted diseases. Project activities include testing and treating persons at risk for, or infected with, STDs. Funding from this grant provides full salaries and benefits for three full-time positions and partially funds one full-time position to conduct activities to control and prevent the spread of syphilis and other STDs within Lubbock County.

IV. Accept and appropriate \$280,277 from the Texas DSHS for the PHEP Grant. The grant provides funding to upgrade and integrate state and local public health jurisdiction preparedness in response to terrorism, outbreaks of infectious disease, and other public health threats and emergencies. The grant funds three full-time positions.

**Fiscal Impact**

Included in Item Summary.

**Staff/Board Recommending**

**Attachments**

Budget Ordinance - Amedment 23

Budget Detail - RLSS

Budget Detail - Immunization

Budget Detail - STD

Budget Detail - PHEP

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

AN ORDINANCE AMENDING THE FY 2011-12 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS) FOR THE REGIONAL AND LOCAL SERVICES SECTION/LOCAL PUBLIC HEALTH SYSTEM (RLSS/LPHS) GRANT, THE IMMUNIZATION BRANCH – LOCALS (IMMUNIZATION) GRANT, THE SYPHILIS ELIMINATION TEXAS – LUBBOCK COUNTY (STD) GRANT, AND THE PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) GRANT.

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 2011-12 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 2011-12 (Budget Amendment #23) for municipal purposes, as follows:

- I. Accept and appropriate \$87,645 from the Texas DSHS for the RLSS/LPHS Grant.
- II. Accept and appropriate \$232,115 from the Texas DSHS for the Immunization Grant.
- III. Accept and appropriate \$190,770 from the Texas DSHS for the STD Grant.
- IV. Accept and appropriate \$280,277 from the Texas DSHS for the PHEP Grant.

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 this \_\_\_\_\_ day of \_\_\_\_\_, 2012.


Passed by the City Council on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR


ATTEST:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Cheryl Brock  
Budget Director

APPROVED AS TO FORM:

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

ccdocs/BudgetFY1112.Amend23.ord  
8.14.12

**City of Lubbock, TX  
Grant Award  
New Grant - Budget Detail  
September 13, 2012**

**Administrative Information:**

City Assigned Grant Number:	TBD
Grant Name:	RLSS/Local Public Health System
Grant Effective Date:	9/1/2012-8/31/2013
Grant Provider/Agency:	Department of State Health Services

**Personnel Information:**

# of full-time positions funded w/grant 1

Title of Position	Annual Salary	Annual Benefits	Grant	General Fund
Registered Nurse	\$ 65,508	29,278	87,645	7,141

**Budget Information:**

Grant Appropriation Detail	Cost
Full-time salary	\$ 65,508
Benefits	22,137
<b>Total Appropriation</b>	<b>\$ 87,645</b>

**City of Lubbock, TX**  
**Grant Award**  
**New Grant - Budget Detail**  
**September 13, 2012**

**Administrative Information:**

City Assigned Grant Number: TBD  
Grant Name: Immunization Branch - Locals  
Grant Effective Date: 9/1/2012-8/31/2013  
Grant Provider/Agency: Texas Department of State Health Services

**Personnel Information:**

# of full-time positions funded w/grant 4

<b>Title of Position</b>	<b>Annual Salary</b>	<b>Annual Benefits</b>	<b>Grant</b>	<b>General Fund</b>
Registered Nurse	\$ 55,956	26,667	82,623	-
Licensed Vocational Nurse	37,512	21,364	58,876	-
Customer Service Representative	20,940	18,741	39,681	-
ImmTrac/PICS Outreach Specialist	29,376	15,933	45,309	-
<b>Total</b>	<b>143,784</b>	<b>82,705</b>	<b>226,489</b>	<b>-</b>

**Budget Information:**

	<b>Cost</b>
<b>Grant Appropriation Detail</b>	
Salaries	\$ 143,784
Benefits	82,705
Supplies	
Medical supplies	2,000
Other	
Printing	2,000
Advertisement	516
Training & Travel	1,110
<b>Total Appropriation</b>	<b>\$ 232,115</b>

**City of Lubbock, TX  
Grant Award  
New Grant - Budget Detail  
September 13, 2012**

**Administrative Information:**

City Assigned Grant Number: \_\_\_\_\_ TBD  
 Grant Name: STD Syphilis Elimination Texas - Lubbock County  
 Grant Effective Date: 9/1/2012-8/31/2013  
 Grant Provider/Agency: Texas Department of State Health Services

**Personnel Information:**

# of full-time positions funded w/grant \_\_\_\_\_ 4

Title of Position	Annual Salary	Annual Benefits	Grant	General Fund
Licensed Vocational Nurse	\$ 35,304	19,729	55,033	-
Licensed Vocational Nurse	38,244	20,429	58,673	-
Medical Technologist	35,556	19,412	54,968	-
Customer Service Representative	20,352	15,414	6,300	29,466
<b>Total</b>	<b>\$ 129,456</b>	<b>74,984</b>	<b>174,974</b>	<b>29,466</b>

**Budget Information:**

Grant Appropriation Detail	Cost
Full-time salary	\$ 115,404
Benefits	59,570
Supplies	
Office supplies	1,500
Medical supplies	1,908
Other	
Professional Services	8,400
Printing	500
Uniforms	200
Training & Travel	3,088
Postage	200
<b>Total Appropriation</b>	<b>\$ 190,770</b>

**City of Lubbock, TX  
Grant Award  
New Grant - Budget Detail  
September 13, 2012**

**Administrative Information:**

City Assigned Grant Number:	TBD
Grant Name:	Public Health Emergency Preparedness
Grant Effective Date:	9/1/2012 - 8/31/2013
Grant Provider/Agency:	Texas Department of State Health Services
Grant Award Amount:	\$ 280,277
Amount City Grant Match:	28,027
Funding Source of Grant Match:	In-kind match

**Personnel Information:**

Number of full-time positions funded w/grant 3

Title of Position	Annual Salary	Annual Benefits	Grant	General Fund
Public Health Preparedness Coordinator	\$ 45,579	22,416	67,995	-
Public Health Preparedness Nurse	50,463	23,704	74,167	-
Strategic National Stockpile Specialist	32,215	18,678	50,893	-
<b>Total</b>	\$128,257	64,798	193,055	-

**Budget Information:**

Grant Appropriation Detail	Cost
Full-time Salary	\$ 128,257
Benefits	64,798
Travel (quarterly grant meetings, emergency management conf., mileage, etc)	6,957
Supplies	
Office supplies	3,389
Training supplies	3,000
Medical supplies	4,376
Equipment	-
Other	
Advertisement to promote awareness	16,000
Sponsored trainings	12,000
Misc (printing, vehicle maintenance, postage, etc.)	11,500
Syndromic Surveillance system	30,000
<b>Total Appropriation</b>	<b>\$ 280,277</b>



**Regular City Council Meeting**

**5. 3. 1.**

**Meeting Date:** 09/13/2012

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**Information**

**Agenda Item**

**Contract Resolution - Public Health:** Consider a resolution authorizing the City Manager to execute Contract 2013-041470 with the Texas Department of State Health Services for the Immunization Branch - Locals, the RLSS/Local Public Health Services, the STD Syphilis Elimination Texas - Lubbock County, and the Public Health Emergency Preparedness (PHEP) grants.

**Item Summary**

These contracts provide full salary and fringe benefits for ten full-time positions which includes two Registered Nurses, three Licensed Vocational Nurses, one Customer Service Representative, one ImmTrac/PICS Outreach Specialist, one Laboratory Technician, one Strategic National Stockpile Specialist, and one Public Health Emergency Preparedness Coordinator. In addition to these positions the contract also provides 92% of salary and fringe benefits for one Public Health Coordinator.

Department of State Health Services (DSHS) FY '13 contracts including: Immunization Branch-Locals for \$232,115; Public Health Emergency Preparedness Services for \$280,277; RLSS/Local Public Health System for \$87,645.24; and STD Syphilis Elimination Texas-Lubbock County for \$190,770, for a total of \$790,807.

Lubbock shall implement all final and approved work plans, including the approved 2013 Annual Plan and Strategy Implementation Plan(s) provided by DSHS. Partial listings of the activities associated with the 2013 objectives of the grants include:

- Implement a comprehensive plan to assure that immunization services and vaccines are available to medically underserved and/or under-immunized children and adults living in areas where coverage is low;
- Conduct educational, promotional, and outreach activities for the general public to enhance immunization and emergency preparedness awareness, including distribution of DSHS-provided materials;
- Stop the spread of sexually transmitted diseases through testing, diagnosis, and treatment of those persons who test positive for a sexually transmitted infection and/or their partners who are present at the clinic;
- Prepare for, withstand, and recover, in both the short and long terms, from public health threats; and
- Inform, educate, and empower people about health issues.

The General Provisions of the grant are available in the City Secretary's office.

**Fiscal Impact**

There is no impact to the General Fund.

**Staff/Board Recommending**

Scott Snider, Assistant City Manager  
Mike Kemp, Fire Chief

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**Attachments**

[Resolution - Health](#)

[Certification Page - Health](#)

RESOLUTION

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

THAT the City Manager of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an agreement with the State of Texas' Department of State Health Services (DSHS) to obtain grant funding for services or goods to improve or strengthen the local public health capacity to respond to both emerging and continuing public health threats. This contract includes the following grants: (1) Immunization Branch-Locals; (2) Public Health Emergency Preparedness Services; (3) RLSS/Local Public Health System; and (4) STD Syphilis Elimination Texas-Lubbock County. Said agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

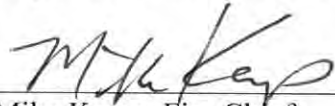
Passed by the City Council this \_\_\_\_\_ 2012.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR


ATTEST:

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

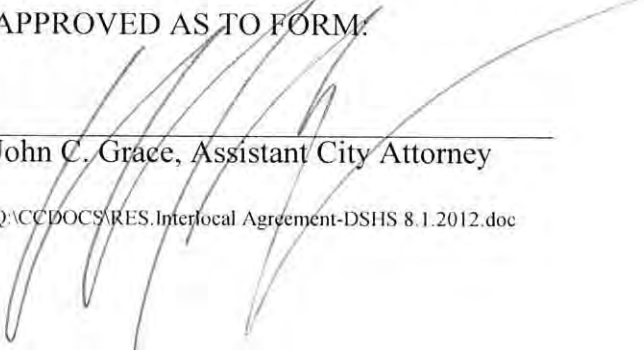
APPROVED AS TO CONTENT  
(regarding Public Health Emergency Preparedness Services provisions):

  
\_\_\_\_\_  
Mike Kemp, Fire Chief

APPROVED AS TO CONTENT  
(regarding Immunization Branch-Locals; RLSS/Local Public Health System; and STD Syphilis Elimination Texas-Lubbock County provisions):

  
\_\_\_\_\_  
Scott Snider, Assistant City Manager, Health Services

APPROVED AS TO FORM:

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

Q:\CC\DOCS\RES.Interlocal Agreement-DSHS 8.1.2012.doc



# TEXAS DEPARTMENT OF STATE HEALTH SERVICES

## CERTIFICATION REGARDING LOBBYING

### CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE

#### AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

LeeAnn Dumbauld  
Print Name of Authorized Individual

2013-041470  
Application or Contract Number

CITY OF LUBBOCK  
Organization Name

**APPROVED AS TO FORM:**

  
**John G. Grand**  
Assistant City Attorney

59

## DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2013-041470 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and CITY OF LUBBOCK (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.
2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is \$790,807.00, and the payment method(s) shall be as specified in the Program Attachments.
3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
4. **Term of the Contract.** This Contract begins on 09/01/2012 and ends on 08/31/2013. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.
6. **Documents Forming Contract.** The Contract consists of the following:
  - a. Core Contract (this document)
  - b. Program Attachments:
    - 2013-041470-001 IMMUNIZATION BRANCH - LOCALS
    - 2013-041470-002 Public Health Emergency Preparedness (PHEP)
    - 2013-041470-003 RLSS/LOCAL PUBLIC HEALTH SYSTEM-PnP
    - 2013-041470-004 STD Syphilis Elimination Texas - Lubbock County
  - c. General Provisions (Sub-recipient)
  - d. Solicitation Document(s), and
  - e. Contractor's response(s) to the Solicitation Document(s).
  - f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: CITY OF LUBBOCK  
Address: PO BOX 2000  
LUBBOCK, TX 79408  
Vendor Identification Number: 17560005906001

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

CITY OF LUBBOCK

By: \_\_\_\_\_  
Signature of Authorized Official

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Bob Burnette, C.P.M., CTPM  
Director, Client Services Contracting Unit

LeeAnn Dumbauld, City Manager  
Printed Name and Title

Po Box 2000  
Address

1100 WEST 49TH STREET  
AUSTIN, TEXAS 78756

Lubbock, TX 79457  
City, State, Zip

(512) 458-7470

(806) 775-2016  
Telephone Number

Bob.Burnette@dshs.state.tx.us

LDumbauld@mylubbock.us  
E-mail Address for Official Correspondence

Attest: Rebecca Garza, City Secretary

APPROVED AS TO CONTENT: [Signature]



**Regular City Council Meeting**

**5. 4.**

**Meeting Date:** 09/13/2012

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**Information**

**Agenda Item**

**Contract Resolution – Public Works Engineering:** Consider a resolution authorizing the Mayor to execute Contract 10673 with L. Howard Construction, Inc., for the Berl Huffman Park Lift Station Rehabilitation Project, BID 12-10673-MA.

**Item Summary**

This project involves construction of a new lift station at the Berl Huffman Sports Complex. The existing compressed air lift station does not have enough capacity to handle the wastewater flows generated during events at the Sports Complex. The 2009 Wastewater Master Plan recommended installing a new conventional submersible lift station and abandoning the existing lift station built in 1972. In addition to increasing capacity, the proposed lift station will result in lower operation and maintenance costs compared to the existing facility.

Bids were received from the following companies:

L. Howard Construction, Inc., of Abernathy, Texas	\$277,118
Dowtech Specialty Contractors, Inc., of Baird, Texas	280,680

Staff recommends contract award to the low bidder, L. Howard Construction, Inc., of Abernathy, Texas, for \$277,118. Time for substantial completion is 120 consecutive calendar days, and liquidated damages are \$100 per calendar day in excess of substantial completion. An additional 30 consecutive calendar days is provided for final completion, and liquidated damages are \$50 per calendar day in excess of final completion.

**Fiscal Impact**

\$1,085,000 is appropriated in Capital Improvement Project No. 90346, Lift Station Rehabilitation, with \$277,118 available for this purpose.

**Staff/Board Recommending**

Marsha Reed, P.E., Chief Operating Officer

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**Attachments**

Resolution & Contract - Lift Station

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. 10673 for Berl Huffman Park lift station rehabilitation project, by and between the City of Lubbock and L. Howard Construction, Inc. of Abernathy, 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:

  
\_\_\_\_\_  
Marsha Reed, P.E., Chief Operating Officer

APPROVED AS TO FORM:

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

vw:ccdocs/RES.Contract-L. Howard Construction, Inc.  
August 20, 2012

**BID SUBMITTAL FORM  
UNIT PRICE BID CONTRACT**

DATE: 8-15-12

PROJECT NUMBER: 90346 - Berl Huffman Park Lift Station Rehabilitation Project

Bid of L. HOWARD CONSTRUCTION, INC. (hereinafter called Bidder)

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

Ladies and Gentlemen:

The Bidder, in compliance with your Invitation to Bid for the construction of Berl Huffman Park Lift Station Rehabilitation Project, 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.

**BASE BID:**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATE D	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization.	LS	1	13,196.05	13,196.05
2	6" Reinforced Portland cement concrete, City of Lubbock Class B concrete, used in fillets, valley gutters, and alley returns including all subgrade preparation, curbing, reinforcement, jointing and sealing, doweling, and all necessary incidentals to complete the work, furnished and installed, complete and in place, per square feet.	SF	250	8.75	2,187.50
3	10' high galvanized cyclone fencing on 6" wide x 6" high concrete curbing, foundations for poles, two (2) seven foot swing gates with locking hasp, and one (1) three (3) foot pedestrian gate with lock, and PVT inserts for 2" chain link (green) in color, complete in place including all materials, equipment and labor per square foot.	SF	1000	18.00	18,000.00
4	6" PVC sanitary sewer pipe complete in place per linear foot including all trenching and backfilling.	LF	15	23.50	352.50
5	4" PVC sanitary sewer force main pipe complete in place per linear foot including all fittings, trenching and backfilling.	LF	55	16.85	926.75
6	Concrete manhole with locking cover, 8-10', complete in place per each.	EA	1	4,487.50	4,487.50

ITEM NO.	DESCRIPTION	UNIT	ESTIMATE D QUANTITY	UNIT PRICE	EXTENDED AMOUNT
7	Lift Station with wet well and dry well complete in place including: 2- 6.5 horsepower submersible pumps, Pump controls, indicator lights, alarm system, radio, radio cable, radio antenna, antenna pole and brackets, antenna tower, and all other electric equipment enclosed in stainless steel control panels adjacent to the lift station, all piping, vents, vent blower, and valving underneath or above the concrete pad, and locking access covers on the valve vault and the wet well.	LS	Lump Sum		
				188,827.00	188,827.00
8	Emergency power by-pass switch in a service panel mounted beside the controller cabinet inside the fenced area of the lift station with 4" conduit and wiring from panel to controller cabinet and connections on panel to City portable emergency generator.	LS	Lump Sum		
				14,852.75	14,852.75
9	Security lighting and power service on new LP&L power pole located inside the fenced area of the lift station including meter, service panel, grounding system, and conduit and wiring from service panel to Emergency Switch.	LS	Lump Sum		
				12,086.25	12,086.25
10	Driveway paving- 3" millings, 6" compacted base course, 12" compacted subgrade, clearing including furnishing all materials, equipment and labor complete in place per square yard:	SY	220		
				35.00	7,700.00
11	1 1/2" crushed rock- +/- 1/2" within fenced area 6" thick complete in place per cubic yard including all materials, equipment and labor.	CY	30		
				47.55	1,426.50
12	Remove and salvage existing lift station including backfilling and compacting hole with dirt from new lift station excavation.	LS	Lump Sum		
				7,500.00	7,500.00
13	Plug and abandon existing sanitary sewer manhole per City of Lubbock standard detail, complete in place per each including furnishing all fill, materials, equipment and labor.	EA	1		
				750.00	750.00
14	Preparation, installation, maintenance and removal of stormwater pollution prevention plan (SWPPP)	LS	Lump Sum		
				4,825.00	4,825.00
<b>TOTAL BASE BID, ITEMS (1-14)</b>				\$	
					277,117.80

(In case of a discrepancy between the Unit Price and the extended total for a bid item, the unit price will be taken.)

*Juff* Bidder's Initials

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 120 (ONE HUNDRED AND TWENTY) CALENDAR DAYS thereafter as stipulated in the specifications and other contract documents. Final completion shall be 30 days after substantial completion. Bidder hereby further agrees to pay to Owner as liquidated damages the sum of \$100.00 for each working day in excess of the time set forth herein above for substantial and \$50.00 for each working 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 29 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 SIXTY (60) calendar days after the scheduled closing time for receiving bids.

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

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 ten (10) business days after notice of award of the contract to him

Enclosed with this bid is a Cashier's Check or Certified Check for \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) or a Bid Bond in the sum of THIRTEEN THOUSAND EIGHT HUNDRED FIFTY-FIVE DOLLARS (Dollars (\$13855.89)), 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 ten (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(a), a competitive sealed bid that has been opened may not be changed for the purpose of correcting an error in the bid price. **THEREFORE, ANY CORRECTIONS TO THE BID PRICE MUST BE MADE ON THE BID SUBMITTAL FORM PRIOR TO BID OPENING.**

Date: 8-15-12  
L.W. Howard  
Authorized Signature  
L.W. HOWARD  
(Printed or Typed Name)

L. HOWARD CONSTRUCTION, INC.  
Company  
380 FM 54  
Address  
ABERNATHY, HALE  
City, County  
TEXAS, 79311  
State Zip Code  
Telephone: 806 - 832-5018  
Fax: 806 - 832-1097

(Seal if Bidder is a Corporation)

ATTEST:  
Jackie Howard  
Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 8-2-12  
Addenda No. 2 Date 8-13-12  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_

FEDERAL TAX ID or SOCIAL SECURITY No.  
75-2869043

EMAIL: lh\_estimating@windstream.net  
lhowardconstevaltor.net.com

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

M/WBE Firm:

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

**City of Lubbock, TX  
Capital Project  
Project Cost Detail  
September 13, 2012**

Capital Project Number: 90346  
 Capital Project Name: Lift Station Rehabilitation

		<u><b>Budget</b></u>
<i>Encumbered/Expended</i>		
City of Lubbock Staff Time	\$	19,050
Sewer System Improvements		395,810
X8 Environmental		17,887
Bid Cost		457
 <i>Agenda Item September 13, 2012</i>		
L. Howard Construction		<u>277,118</u>
<b><i>Encumbered/Expended To Date</i></b>		<u><u>710,322</u></u>
 <i>Estimated Costs for Remaining Appropriation</i>		
Lift Station Rehabilitation		<u>374,678</u>
<b><i>Remaining Appropriation</i></b>		<u><u>374,678</u></u>
 <b>Total Appropriation</b>	 \$	 <u><u>1,085,000</u></u>

Managing Department **Wastewater Collection**

Project Manager **Mary Gonzales**

Project Classification **Replacement Facility**

Project Status **Approved**



*Project Scope*

Purchase and install new equipment; modify and/or rehabilitate existing equipment, facility, and piping system; and other major maintenance activities.

*Project Justification*

Over time, gases and other materials commonly found in lift and pump stations cause a breakdown in building materials causing odors, sewer backups, and spills. Replacing aging infrastructure reduces emergency maintenance and system failures.

*Project History*

The project is part of an annual replacement program that ensures continuous and reliable pumping, compliance with the City's Texas Pollution Discharge Elimination permit, and overall performance.

\$200,000 was appropriated in FY 2003-04, Ord. No. 2003-00100, September 18, 2003.

\$100,000 was appropriated in FY 2004-05, Ord. No. 2005-00066, June 23, 2005.

\$425,000 was appropriated in FY 2006-07 Budget, Ord. No. 2006-00098, September 13, 2006.

Reduced funding by \$160,000, transfer to 91040, in FY 2006-07 Budget Amendment No. 15, Ord. No. 2007-00059, June 27, 2007.

\$260,000 was appropriated in FY 2007-08 Budget, Ord. No. 2007-00091, September 13, 2007.

\$310,000 was appropriated in FY 2008-09 Budget, Ord. No. 2008-00077, September 11, 2008.

Reduced funding by \$300,000 in the FY 2009-10 Budget, Ord. No. 2009-00073, August 27, 2009.

\$500,000 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-00070, September 16, 2010.

Reduced by \$500,000 in FY 2010-11, management reduction, December 21, 2010.

\$250,000 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-00080, September 8, 2011.

Appropriation Detail	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	
Construction	1,045,000	1,000,000	0	500,000	500,000	500,000	500,000	4,045,000
Design and Engineering	40,000	0	0	0	0	0	0	40,000
<b>Total Project Appropriation</b>	<b>1,085,000</b>	<b>1,000,000</b>	<b>0</b>	<b>500,000</b>	<b>500,000</b>	<b>500,000</b>	<b>500,000</b>	<b>4,085,000</b>

Funding Detail	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	
FY 2007 10-Year Wastewater Revenue CO's	312,699	0	0	0	0	0	0	312,699
FY 2008 Wastewater Revenue CO's	322,301	0	0	0	0	0	0	322,301
FY 2012 10-Year Wastewater Revenue CO's	250,000	0	0	0	0	0	0	250,000
FY 2013 10-Year Wastewater Revenue CO's	0	1,000,000	0	0	0	0	0	1,000,000
FY 2015 10-Year Wastewater Revenue CO's	0	0	0	500,000	0	0	0	500,000
FY 2016 10-Year Wastewater Revenue CO's	0	0	0	0	500,000	0	0	500,000
FY 2017 10-Year Wastewater Revenue CO's	0	0	0	0	0	500,000	0	500,000
FY 2018 10-Year Wastewater Revenue CO's	0	0	0	0	0	0	500,000	500,000
Wastewater Pay-As-You-Go	200,000	0	0	0	0	0	0	200,000
<b>Total Funding Sources</b>	<b>1,085,000</b>	<b>1,000,000</b>	<b>0</b>	<b>500,000</b>	<b>500,000</b>	<b>500,000</b>	<b>500,000</b>	<b>4,085,000</b>



**Regular City Council Meeting**

**5. 5.**

**Meeting Date:** 09/13/2012

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**Information**

**Agenda Item**

**Contract Resolution – Public Works Engineering:** Consider a resolution authorizing the Mayor to execute Change Order 1 to Contract 9835 with Archer Western Contractors, Ltd., for the construction of the Southeast Water Reclamation Plant Digesters 8 and 9 Improvements Project.

**Item Summary**

The Southeast Water Reclamation Plant (SEWRP) operates two anaerobic digesters for treatment of the biosolids produced by the wastewater treatment process. The digesters currently utilize an outdated compressed gas mixing system that is being replaced with this project.

Notice to proceed was issued to Archer Western Construction, Ltd., of Arlington, Texas, on June 20, 2011, to construct improvements to Digesters 8 and 9 for a contract price of \$13,886,000. Upon approval, Change Order No. 1 will authorize an additional \$162,829 for the installation of a ferric chloride line, relocation of sludge lines, secondary scum line modifications and, resurfacing the retention basin. The proposed changes are necessary due to changes in field conditions and to avoid cutting concrete pavement, installed with this project, during construction of the future solids handling improvements projects currently in design. Change Order 1 will add 38 days of construction time and consists of eight items totaling \$162,829 resulting in a 1.17% increase in the contract amount.

Supporting documents are available in the City Secretary's Office.

**Fiscal Impact**

\$18,350,000 is appropriated in Capital Improvement Project No. 92177, SEWRP Improvements Digester 8 and 9, with \$162,829 available for this purpose.

**Staff/Board Recommending**

Marsha Reed, P.E., Chief Operating Officer

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**Attachments**

Resolution - Change Order No. 1

Recommendation Letter

Budget Detail

CIP Detail

**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Change Order No. 1 to that certain Contract No. 9835 by and between the City of Lubbock and Archer Western Contractors, LTD, for Southeast Water Reclamation Plant Digesters 8 and 9 Improvements Project, and related documents. Said Change Order No. 1 is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

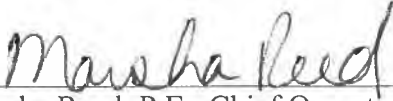
Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR


ATTEST:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Marsha Reed, P.E., Chief Operating Officer

APPROVED AS TO FORM:

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

vw:ccdcs/RES.ChgOrd#1Contract-Archer Western Contractors, LTD  
August 22, 2012

July 24, 2012

Mr. Zoltan Fekete, P.E.  
Senior Engineer  
City of Lubbock, Texas  
1625 13th Street  
Lubbock, TX 79457

Subject: Southeast Water Reclamation Plant Digesters 8 and 9 Improvements Project  
Change Order #1

Dear Mr. Fekete:

Attached with this letter is documentation for Change Order #1.

Item	Description	Cost Impact	Time Impact	Status
1	Increase Manhole MH-003A from 48" to 72"	+\$6,250.79	No Time	Recommended by Carollo
2	Installation of Additional Ferric Chloride Line (Requested by City)	+\$10,970.31	+3 days	Recommended by Carollo as Modified
3	Relocate Secondary Sludge and Abandon Wash Water Return Line	+\$16,932.94	+4 days	Recommended by Carollo as Modified
4	Provide Filler Flanges at Screw Pumps per RFI 51	+\$5,773.58	No Time	Recommended by Carollo
5	Resurface Retention Basin Walls (Excessive bug holes and voids found after blasting)	+\$62,904.37	+10 days	Recommended by Carollo
6	Plant 4 Secondary Scum Line Modifications (Requested by City)	+\$38,788.00	+14 days	Recommended by Carollo
7	Davit Crane Equipment - Mixing Pump Area	+\$7,953.43	+2 days	Recommended by Carollo
8	Add Sway Braces to 14" Nozzle Piping per RFI #64	+\$13,255.44	+5 days	Recommended by Carollo
<b>Total Contract Impacts from CO #1 PCMs:</b>		<b>+\$162,828.86</b>	<b>+38 days</b>	

Items recommended for inclusion with Change Order #1 are described in more detail as follows:

**Item 1**

Archer Western is requesting \$6,250.79 for upsizing Manhole 003A from 48 inches to 72 inches in accordance with RFI (Request for Information) 22 and RFI 24. During submittal review, the precast concrete manhole manufacturer stated that they require more concrete surface area between two of the pipe openings than is available with a 48-inch diameter manhole.

The following documents are attached to support Item 1:

1. Letter dated September 23, 2011 from David Teel of Archer Western Construction Company with the proposal for the work.
2. Letter dated October 31, 2011 from Hani Michel of Carollo Engineers with the Engineer's response to the proposal.
3. RFI #22 Manhole 03A Construction Detail Conflict, as submitted by Archer Western on July 28, 2011.
4. RFI #22 response, as submitted by Carollo Engineers on July 29, 2011.
5. RFI #24 Manhole 03A Outlet Conflict, as submitted by Archer Western on August 10, 2011.
6. RFI #24 response, as submitted by Carollo Engineers on August 24, 2011.

## **Item 2**

Carollo recommended that Archer Western prepare a cost proposal to add a second ferric chloride line parallel to the line already included in the Digesters 8 and 9 Improvements Project. During design of the Solids Handling Improvements Project, it was determined that an additional ferric chloride line is needed in order to control the growth of damaging minerals in the centrate return line (water removed from the sludge during the dewatering process). Having another contractor come back to install the parallel line would be difficult, and in addition would risk damaging the existing line while trenching for the new line. Archer Western is requesting \$10,970.31 and 3 additional days to do the work.

The following documents are attached to support Item 2:

1. Letter dated October 11, 2011 from Hani Michel of Carollo Engineers requesting additional work on behalf of the City.
2. Drawing Markups indicating the location of the proposed ferric chloride line.
3. Letter dated November 2, 2011 from David Teel of Archer Western Construction Company with the proposal for the work.
4. Proposal backup information, commented on by Carollo Engineers.
5. Letter dated December 5, 2011 from Hani Michel of Carollo Engineers with the Engineer's response to the proposal.

### **Item 3**

While excavating for the new pump mix structure, Archer Western encountered an 8-inch secondary sludge line that was installed considerably further to the east than anticipated based on the available drawings. The existing 8-inch line is in the way of the W-shaped wall for the new mixing pump area. This existing line had to be moved so it could remain in service. Archer Western has submitted a proposal for the work requesting \$16,932.94 and a Contract extension of five additional days. The Engineer recommended acceptance of the proposal with a modification to four additional days.

The following documents are attached to support Item 3:

1. Letter dated December 2, 2011 from David Teel of Archer Western Construction Company with the proposal for the work.
2. Drawing Markups indicating the proposed work.
3. Letter dated December 5, 2011 from Hani Michel of Carollo Engineers with the Engineer's response to the proposal.
4. RFI #48 Secondary Sludge Line Conflict with Walls, as submitted by Archer Western on November 21, 2011.
5. RFI #48 response, as submitted by Carollo Engineers on November 23, 2011.

### **Item 4**

Archer Western is requesting \$5,773.58 as a result of the additional costs associated with the installation of 16-inch diameter steel filler flanges on the discharge of each Mixing Pump in accordance with RFI #51 (These filler flanges were shown on the Drawings, however, they were not included in the Contractor's bid). The filler flanges are required for proper installation of the pumps.

The following documents are attached to support Item 4:

1. Letter dated January 13, 2012 from David Teel of Archer Western Construction Company with the proposal for the work.
2. Proposal backup information.
3. Letter dated March 8, 2012 from Hani Michel of Carollo Engineers with the Engineer's response to the proposal.
4. RFI #51 Screw Pump Elevation Centerline Conflicts, as submitted by Archer Western on December 9, 2011.
5. RFI #51 response, as submitted by Carollo Engineers on December 14, 2011.

### **Item 5**

Archer Western is requesting \$62,904.37 for resurfacing the interior walls of the existing Retention Basin. The interior walls of the retention basin are specified to be coated with an elastomeric polyurethane coating to protect the concrete from corrosion due to contact with the dewatering centrate that will be held within the basin. Upon sand blasting the existing concrete walls, the coating application subcontractor discovered that the wall surface exhibits significant voids. The voids are prevalent enough to require resurfacing of nearly the entire wall. Both Endura-flex (first-named coating manufacturer) and Carboline (accepted alternative coating manufacturer) have stated to Archer Western that the resurfacing will be required to ensure adhesion and proper performance of their respective coating systems. The voids were not visible before sandblasting the existing concrete surface, and were therefore not detectable visually during design.

The following documents are attached to support Item 5:

1. Letter dated March 21, 2012 from David Teel of Archer Western Construction Company with the proposal for the work.
2. Proposal backup information.
3. Letter dated June 20, 2012 from Hani Michel of Carollo Engineers with the Engineer's response to the proposal.
4. RFI #62 Resurfacing Retention Basin Walls, as submitted by Archer Western on March 14, 2012.
5. RFI #62 response, as submitted by Carollo Engineers on March 21, 2012.

### **Item 6**

During design of the Solids Handling Improvements Project, Carollo recommended that a new 6-inch diameter scum line be installed from the Plant 4 Secondary Sludge Pump Station to Digesters 8 and 9. The new line will prevent large quantities of scum from being pumped to the sludge thickeners, thereby eliminating an ongoing thickening equipment capacity problem. It is recommended that the 6-inch scum line be installed prior to the completion of the pavement for the Digesters 8 and 9 Improvements Project to avoid having to cut this new pavement to install the line in the future. Archer Western is requesting \$38,788.00 and a 14-calendar day time extension for installing the 6-inch scum line.

The following documents are attached to support Item 6:

1. Letter dated April 19, 2012 from Hani Michel of Carollo Engineers requesting additional work on behalf of the City.
2. Letter dated July 11, 2012 from David Teel of Archer Western Construction Company with the proposal for the work.

3. Proposal backup information.
4. Letter dated July 13, 2012 from Hani Michel of Carollo Engineers with the Engineer's response to the proposal.

### **Item 7**

Carollo requested that Archer Western prepare a cost proposal to purchase and install a stainless steel davit crane and associated mounting hardware for the Pump Mixing Area. After the mixing pumps arrived on site, it was determined that the galvanized steel belt drive covers were too bulky and heavy for one person to remove safely. The need for a davit crane was not identified during design. Archer Western is requesting \$7,953.43 and 2 additional days to do the work.

The following documents are attached to support Item 7:

1. Letter dated May 22, 2012 from Hani Michel of Carollo Engineers requesting additional work on behalf of the City.
2. Letter dated June 12, 2012 from David Teel of Archer Western Construction Company with the proposal for the work.
3. Proposal backup information.
4. Letter dated June 20, 2012 from Hani Michel of Carollo Engineers with the Engineer's response to the proposal.

### **Item 8**

The digester mixing nozzles require additional supports. Archer Western suggested that a 316 stainless steel vertical sway brace be added to both the upper and lower header to prevent movement of the associated nozzles. The Engineer confirmed that these additional supports are required. Archer Western is requesting \$13,255.44 and 5 additional days to do the work.

The following documents are attached to support Item 8:

1. Letter dated May 22, 2012 from David Teel of Archer Western Construction Company with the proposal for the work.
2. Proposal backup information.
3. Letter dated June 20, 2012 from Hani Michel of Carollo Engineers with the Engineer's response to the proposal.
4. RFI #64 Additional Digester Supports for Nozzle Headers, as submitted by Archer Western on May 10, 2012.
5. RFI #64 response, as submitted by Carollo Engineers on May 21, 2012.

Zoltan Fekete, P.E.  
Senior Engineer  
City of Lubbock, Texas  
July 24, 2012  
Page 6

The change in contract price associated with Items 1 through 8 is summarized below:

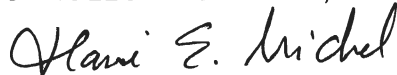
- Original contract price : \$13,886,000
- Net increase in price of this change order: +\$162,828.86
- Contract price with all approved change orders: \$14,048,828.86
- Original contract time: 510 Days to Final Completion
- Net increase of time with this change order: +38 days
- Contract time with all approved change orders: 548 days to Final Completion

After you have had a chance to review this information, we are available to discuss any questions or comments, at your convenience. Please contact, Jason Anderson, or myself with any questions.

Thank you for the opportunity to provide construction phase services for the City of Lubbock. We look forward to continuing to work with you and City staff on this project through its successful completion.

Sincerely,

CAROLLO ENGINEERS, INC.



Hani E. Michel, P.E.  
Project Manager

JEA:ckt

cc: John Turpin, P.E.  
Mary Gonzales  
Gary Wheelwright  
Jason Anderson, P.E.

**CITY OF LUBBOCK  
CHANGE ORDER**

Change Order #:	1	Contractor:	Archer Western Contractors, LTD
Date:	July 18, 2012	BID/ITB/RFP #:	RFP #11-9835-MA
Contract #:	92177	Project Name:	Southeast Water Reclamation Plant Digesters 8 and 9 Improvements Project

“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 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 the thing to be constructed and is an integral part of the project objective All work that alters the nature of the thing to be constructed 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 (attach additional pages if necessary):**

Per attached backup material this Change Order #1 includes the following items: **Item 1)** Increase Manhole MH-003A from 48" to 72" at a cost of \$6,250.79. **Item 2)** Installation of additional ferric chloride line at a cost of \$10,970.31 and 3 additional days. **Item 3)** Relocate secondary sludge line and abandon wash water return line at a cost of \$16,932.94 and 4 additional days. **Item 4)** Provide filler flanges at screw pumps at a cost of \$5,773.58. **Item 5)** Resurface retention basin walls as required to apply protective coating system at a cost of \$62,904.37 and 10 additional days. **Item 6)** Plant 4 secondary scum pumping modifications at a cost of \$38,788.00 and 14 additional days. **Item 7)** Add davit crane equipment in the mixing pump area at a cost of \$7,953.43 and 2 additional days. **Item 8)** Add sway braces to 14" nozzle piping at a cost of \$13,255.44 and 5 additional days.

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.**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
A.	ORIGINAL CONTRACT VALUE:	\$13,886,000
B.	AMOUNT OF THIS CHANGE ORDER: <i>Council approval required if over \$25,000</i>	\$162,828.86
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A):	1.17%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	\$0.00
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D):	\$162,828.86
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): <i>25% Maximum</i>	1.17%
G.	NEW CONTRACT AMOUNT (A+E):	\$14,048,828.86

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 Contract Cover Sheet to Purchasing and Contract Management Department):**

_____	Date	<i>Hani E. Michel</i>	_____	Date
(1) CONTRACTOR		(2) PROJECT ARCHITECT/ENGINEER		7/24/12
Approved as to Content:		Approved as to Form:		
_____	Date	_____	Date	
(3) OWNER'S REPRESENTATIVE		(4) CITY ATTORNEY		
_____	Date	_____	Date	
(5) CAPITAL PROJECTS MANAGER		(6) PURCHASING AND CONTRACT MANAGER		

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

CITY OF LUBBOCK	ATTEST:
_____	_____
(7) MAYOR	(8) CITY SECRETARY
Date	Date
Council Date: _____	Agenda Item #: _____ Resolution #: _____

**City of Lubbock, TX  
Capital Project  
Project Cost Detail  
September 13, 2012**

Capital Project Number: 92177  
 Capital Project Name: SEWRP Improvements Phase III Solids Handling

	<b>Budget</b>
<i>Encumbered/Expended</i>	
Carollo Engineers PC - Solids Engineering Study	\$ 685,210
Carollo Engineers PC - Digester 8 & 9 Design	948,000
Carollo Engineers PC - Amendment No. 1	1,299,229
City of Lubbock Staff Time	46,206
Bid Cost	3,776
Archer Western Contractors, Ltd.	13,886,000
 <i>Agenda Item September 13, 2012</i>	
Archer Western Contractors, Ltd. - Change Order No. 1	162,829
<b><i>Encumbered/Expended To Date</i></b>	<b>17,031,250</b>
 <i>Estimated Costs for Remaining Appropriation</i>	
Construction	1,318,750
<b><i>Remaining Appropriation</i></b>	<b>1,318,750</b>
 <b>Total Appropriation</b>	 <b>\$ 18,350,000</b>

*Managing Department*      **Public Works Engineering**

*Project Manager*          **John Turpin**

*Project Classification*      **Infrastructure Improvements**

*Project Status*              **Approved**



*Project Scope*

Design and construction for plant improvements to the Southeast Water Reclamation Plant (SEWRP). The improvements will be constructed in several phases. Phase I includes upgrades to the influent pump station and the influent lift station. Phase II includes the design and construction of improvements associated to upgrade Plant 4 for biological nutrient removal, filtration, and ultraviolet disinfection. Phase III includes the design and construction of improvements to solids handling. Phase IV includes upgrades to Plant 3 for biological nutrient removal. The improvements will produce stream quality effluent to be discharged into the North Fork of the Double Mountain Fork of the Brazos River for potential reuse.

The project is associated with Phase III for the improvements to Digesters 8 and 9.

*Project Justification*

Water planning and water management are priorities established by the City Council. One of the objectives of the Strategic Water Supply Plan adopted by the City Council in 2007 is to begin utilizing the City's effluent as a valuable water resource asset. The project improves the wastewater treatment facilities in such a manner that the plant can produce a consistent supply of stream quality discharge for discharge into the North Fork of the Double Mountain Fork of the Brazos River.

*Project History*

Phase I includes improvements to the influent lift station and is completed. Phase II includes improvements to Plant 4 and is currently under construction and expected to be completed in December 2011.

\$1.0 million was appropriated in FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.

\$11,850,000 was appropriated in the FY 2009-10 Budget, Ord. No. 2009-O0073, August 27, 2009.

Reduced funding by \$10.5 million in FY 2009-10 Budget Amendment No. 6, Ord. No. 2009-O0108, December 2, 2009.

\$11.5 million was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.

\$4.5 million was appropriated in FY 2010-11 Budget Amendment No. 9, Ord. No. 2011-O0037, April 28, 2011.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	
Construction	17,500,000	0	0	0	0	0	0	17,500,000
Design and Engineering	850,000	0	0	0	0	0	0	850,000
<b>Total Project Appropriation</b>	<b>18,350,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>18,350,000</b>

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	
2005 Wastewater Revenue CO's	100,000	0	0	0	0	0	0	100,000
FY 2006 Wastewater Revenue CO's	1,098,548	0	0	0	0	0	0	1,098,548
FY 2007 Wastewater Revenue CO's	374,560	0	0	0	0	0	0	374,560
FY 2008 Wastewater Revenue CO's	776,892	0	0	0	0	0	0	776,892
FY 2011 Wastewater Revenue CO's	16,000,000	0	0	0	0	0	0	16,000,000
<b>Total Funding Sources</b>	<b>18,350,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>18,350,000</b>



**Regular City Council Meeting**

**5. 6.**

**Meeting Date:** 09/13/2012

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**Information**

**Agenda Item**

**Contract Resolution – Public Works Engineering:** Consider a resolution authorizing the Mayor to execute unit price Contract 10671 with SAK Construction, LLC for the rehabilitation of existing sanitary sewer manholes, BID 12-10671-CI.

**Item Summary**

This project involves the rehabilitation of twenty existing sanitary sewer manholes in the waste water collection system at the Southeast Water Reclamation Plant. Over time the hostile environment, and the acids in the system have degraded the structure of the manholes. The manholes will be cleaned and lined with a cured-in-place fiberglass reinforced resin liner system that will allow the manholes to become fully operational.

Bids were received from the following companies:

National Works, Inc. of New Braunfels, Texas	\$167,440
SAK Construction, LLC of O'Fallon, Missouri	265,475

National Works, Inc., of New Braunfels, Texas bid this project with a non-approved substituted spray liner that was specifically not approved per the specifications. Consequently, this bid is not considered.

The bid award for this project is awarded by unit price. The total amount of this award is estimated and actual expenditures may be more or less depending on actual need. The price per unit will not change.

Staff recommends contract award to the lowest responsible bidder meeting specifications, SAK Construction, LLC of O'Fallon, Missouri. Time for completion is 120 consecutive calendar days with liquidated damages of \$330 per consecutive calendar day.

**Fiscal Impact**

\$1,260,000 is appropriated in Capital Improvement Project No. 91038, Sanitary Sewer Line Replacement, with \$265,475 available for this purpose.

**Staff/Board Recommending**

Marsha Reed, P.E., Chief Operating Officer

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**Attachments**

Resolution & Contract - Contract 10671

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. 10671 for rehabilitation of existing sanitary sewer manholes, by and between the City of Lubbock and SAK Construction, LLC of O'Fallon, Missouri, 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:

  
\_\_\_\_\_  
Marsha Reed, P.E., Chief Operating Officer

APPROVED AS TO FORM:

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

vw:ccdcs/RES.Contract-SAK Construction, LLC  
August 15, 2012

**BID SUBMITTAL FORM  
UNIT PRICE BID CONTRACT**

DATE: August 7, 2012

**ITB 12-10671-CI, Rehabilitation of Existing Sanitary Sewer Manholes**

Bid of SAK Construction, LLC (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 **Rehabilitation of Existing Sanitary Sewer Manholes** 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.

**BASE BID – REHABILITATION OF EXISTING SANITARY SEWER MANHOLES**

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization – Contractor mobilization including insurance, payment bond, performance bond, move-in and move-out cost	LS	1	13750 <sup>00</sup>	\$ 13750 <sup>00</sup>
2	Provide and maintain a Traffic Control Plan – Preparation, approval from COL Traffic Engineering, and all other work considered incidental to this item.	LS	1	9500 <sup>00</sup>	9500 <sup>00</sup>
3	Furnish and install Poly-Triplex or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System (4' Deep) 11600 Series. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item.	EA	1	4875 <sup>00</sup>	4875 <sup>00</sup>
4	Extra Vertical Feet (EVF) of Poly-Triplex or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System, 11600 Series.	VLF	20	1275 <sup>00</sup>	25500 <sup>00</sup>
5	Furnish and install Poly-Triplex or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System (4' Deep) 6800 Series. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item.	EA	19	3650 <sup>00</sup>	69350 <sup>00</sup>
6	Extra Vertical Feet (EVF) of Poly-Triplex or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System, 6800 Series.	VLF	180	785 <sup>00</sup>	141300 <sup>00</sup>
7	Emergency bypass pumping as needed and approved - Including materials, equipment and labor to perform work.	HR	8	150 <sup>00</sup>	1200 <sup>00</sup>
<b>TOTAL BASE BID (ITEMS 1 – 7)</b>				<b>\$</b>	<b>265475<sup>00</sup></b>

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 **Ninety (90) Consecutive Calendar Days** thereafter as stipulated in the specifications and other contract documents. An additional **Thirty (30) consecutive calendar days** shall be provided for achieving Final Completion from the date of Substantial Completion. Bidder hereby further agrees to pay to Owner as liquidated damages the sum of **Three-Hundred dollars (\$300)** for each consecutive calendar day in excess of the time set forth herein above for substantial and final 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 29 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 SEVENTY (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.

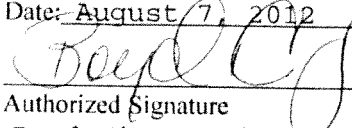
Bidders are required, whether or not a payment or performance bond is required, to submit a cashier's check or certified check issued by a bank satisfactory to the City of Lubbock, or a bid bond from a reliable surety company, payable without recourse to the order of the City of Lubbock in an amount 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 ten (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 N/A Dollars (\$ N/A ) or a Bid Bond in the sum of 5% of proposal price Dollars (\$ 5% of PP ), 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 ten (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(a), a competitive sealed bid that has been opened may not be changed for the purpose of correcting an error in the bid price. **THEREFORE, ANY CORRECTIONS TO THE BID PRICE MUST BE MADE ON THE BID SUBMITTAL FORM PRIOR TO BID OPENING.**

Date: August 7, 2012  
  
 Authorized Signature  
Boyd Hirtz, Vice President  
 (Printed or Typed Name)

SAK Construction, LLC  
 Company  
864 Hoff Road  
 Address  
O'Fallon, St. Charles  
 City, County  
MO, 63366  
 State Zip Code  
 Telephone: 636 - 385-1000  
 Fax: 636 - 385-1100

(Seal if Bidder is a Corporation)  
 ATTEST:  
  
 Secretary Steve Stulce, Secretary

**FEDERAL TAX ID or SOCIAL SECURITY No.**  
20-4193988  
 EMAIL: bhirtz@sakcon.com

Bidder acknowledges receipt of the following addenda:  
 Addenda No. 1 Date 8/1/12  
 Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
 Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
 Addenda No. \_\_\_\_\_ Date \_\_\_\_\_

M/WBE Firm:

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

**City of Lubbock, TX  
Capital Project  
Project Cost Detail  
September 13, 2012**

Capital Project Number: 91038  
 Capital Project Name: Sanitary Sewer Line Replacement

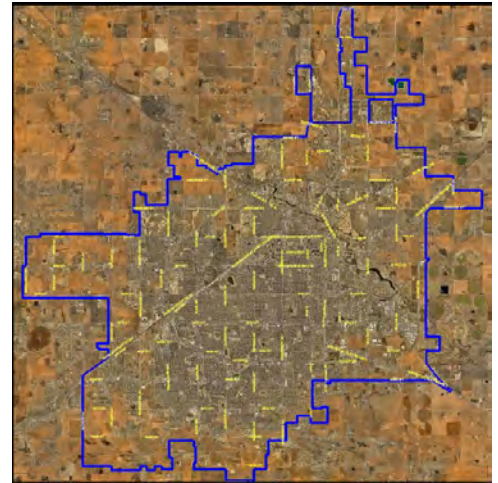
	<b>Budget</b>
<i>Encumbered/Expended</i>	
City of Lubbock Staff Time	\$ 151,562
Temporary Employees	19,208
Sewer System Improvements	137,518
Bid Services	353
 <i>Agenda Items: September 13, 2012</i>	
SAK Construction (Manhole Rehabilitation)	265,475
<b><i>Encumbered/Expended to Date</i></b>	<b>574,116</b>
 <i>Estimated Costs for Remaining Appropriation</i>	
Sewer Line Replacement	685,884
<b><i>Remaining Appropriation</i></b>	<b>685,884</b>
 <b>Total Appropriation To Date</b>	 <b>\$ 1,260,000</b>

*Managing Department*     **Wastewater Collection**

*Project Manager*         **Mary Gonzales**

*Project Classification*    **Upgrade/Major Maintenance**

*Project Status*             **Approved**



*Project Scope*  
Replacement of deteriorated or damaged sanitary sewer lines and manholes.

*Project Justification*  
Replacing aging infrastructure reduces emergency maintenance expenditures, system failures, and customer complaints.

*Project History*  
The project is an annual replacement program that ensures continuous and reliable sewer service.

\$119,331 was used to purchase a replacement CCTV system to identify line replacement projects.

\$600,000 was appropriated in FY 2004-05, Ord. No. 2005-00031, March 24, 2005.  
 \$300,000 was appropriated in FY 2006-07 Budget in Ord. No. 2006-00098, September 13, 2006.  
 \$320,000 was appropriated in the FY 2007-08 budget in Ord. No. 2007-00091, September 13, 2007.  
 \$340,000 was appropriated in FY 2008-09 Budget, Ord. No. 2008-00077, September 11, 2008.  
 Reduced funding by \$700,000 in the FY 2009-10 Budget, Ord. No. 2009-00073, August 27, 2009.  
 \$150,000 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-00070, September 16, 2010.  
 \$250,000 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-00080, September 8, 2011.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	
Construction	1,260,000	380,000	390,000	400,000	400,000	400,000	400,000	3,630,000
<b>Total Project Appropriation</b>	1,260,000	380,000	390,000	400,000	400,000	400,000	400,000	3,630,000

Funding Detail	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	
2005 Wastewater Revenue CO's	267,417	0	0	0	0	0	0	267,417
FY 2008 Wastewater Revenue CO's	260,000	0	0	0	0	0	0	260,000
FY 2010 Wastewater Revenue CO's	332,583	0	0	0	0	0	0	332,583
FY 2011 Wastewater Revenue CO's	150,000	0	0	0	0	0	0	150,000
FY 2012 Wastewater Revenue CO's	250,000	0	0	0	0	0	0	250,000
FY 2013 Wastewater Revenue CO's	0	380,000	0	0	0	0	0	380,000
FY 2014 Wastewater Revenue CO's	0	0	390,000	0	0	0	0	390,000
FY 2015 Wastewater Revenue CO's	0	0	0	400,000	0	0	0	400,000
FY 2016 Wastewater Revenue CO's	0	0	0	0	400,000	0	0	400,000
FY 2017 Wastewater Revenue CO's	0	0	0	0	0	400,000	0	400,000
FY 2018 Wastewater Revenue CO's	0	0	0	0	0	0	400,000	400,000
<b>Total Funding Sources</b>	<b>1,260,000</b>	<b>380,000</b>	<b>390,000</b>	<b>400,000</b>	<b>400,000</b>	<b>400,000</b>	<b>400,000</b>	<b>3,630,000</b>



**Regular City Council Meeting**

**5. 7.**

**Meeting Date:** 09/13/2012

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**Information**

**Agenda Item**

**Contract Resolution - Public Works Engineering:** Consider a resolution authorizing the Mayor to execute Contract 10677 with Bennie Doggett for the sale of the City owned residential structure at 10002 (Rear) Milwaukee Avenue, BID 12-10677-RH.

**Item Summary**

The City of Lubbock has purchased eight houses from 98th Street to 104th Street that will need to be removed in order to raise Milwaukee Avenue above the projected high water elevation for the adjacent playa lake and to allow the roadway to be widened to a 7-lane thoroughfare.

The City of Lubbock solicited bids for the sale and removal of the home located at 10002 (Rear) Milwaukee Avenue. The \$251 contract with Bennie Doggett is for the sale and removal of the above mentioned structure. By awarding this contract the City will save approximately \$30,000 in demolition expenses.

**Fiscal Impact**

The contract will provide \$251 revenue to the Gateway Fund.

**Staff/Board Recommending**

Marsha Reed, P.E., Chief Operations Officer

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**Attachments**

Resolution & Contract - Doggett

**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. 10677 for sale and removal of residential improvements on Milwaukee Avenue, by and between the City of Lubbock and Bennie Doggett, 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.

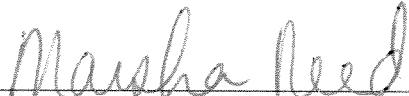
Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR


ATTEST:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Marsha Reed, P.E., Chief Operating Officer

APPROVED AS TO FORM:

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

vw:ccdoks/RES.Contract-Bennie Doggett  
August 22, 2012

CITY OF LUBBOCK  
SALE AND REMOVAL OF RESIDENTIAL IMPROVEMENTS ON MILWAUKEE AVENUE  
SOUTH OF 98<sup>TH</sup> STREET, LUBBOCK, TX  
ITB 12-10677-RH

THIS CONTRACT, effective as of the date of execution hereof by Seller (the "Effective Date"), is made by and between Bennie Doggett (the "Buyer"), and the City of Lubbock, a Texas Home Rule Municipal Corporation (the "Seller").

WITNESSETH:

WHEREAS, Seller owns certain real property located at 10002 (Rear) Milwaukee Avenue Lubbock, Lubbock County, Texas (the "Real Property"); and

WHEREAS, certain improvements and/or other structures are located upon the Real Property, and as depicted on Exhibit "A", attached hereto (collectively, the "Improvements"); and

WHEREAS, Seller desires to sell and convey the Improvements to Buyer, but retain all right, title and interest to the Real Property.

ARTICLE I  
SALE AND PURCHASE

Section 1.1. Subject to the terms and conditions of this Contract, Seller shall sell and Buyer shall pay for, at closing, without warranty, either expressed or implied, the Improvements. It is expressly agreed and understood that this Contract does not contemplate the sale or purchase of any right, title or interest to the Real Property.

ARTICLE II  
PURCHASE PRICE

Section 2.1. Purchase Price. The Purchase Price (herein so called) to be paid by Buyer to Seller for the Improvements shall be \$251.00.

Section 2.2. Earnest Money. Buyer shall deposit ten percent (10%) of the Purchase Price within 10 calendar days after close of the bid, as Earnest Money (herein so called), in cash or cashier's check, with Davy Booher, P. O. Box 2000, Lubbock, Texas 79457, (806) 775-2352, upon execution of this Contract by Buyer. In the event Buyer shall not be awarded the bid for the purchase of the Residential Improvements, the Earnest Money shall be returned to the Buyer, upon Buyer's execution of a release satisfactory in form and substance to Seller, on or before ten (10) business days after the awarding of the successful bid. Seller shall be deemed to have offered to return the Earnest Money deposit upon contacting Buyer at the address and/or phone number set forth in the Bid Form or described in Section 9.03, below.

Section 2.3. Payment of Purchase Price. The Purchase Price shall be payable to Seller, in cash or other immediately available funds, at the Closing.

ARTICLE III  
INDEPENDENT INVESTIGATION AND DISCLAIMER

Section 3.1. Independent Evaluation. Buyer has made an independent inspection and evaluation of the Improvements and acknowledges that Seller has made no statements or representations concerning the present or future value of the Improvements, the condition,

including the environmental condition of the Improvements, or the anticipated income, costs, or profits, if any, to be derived from the Improvements. FURTHER, SELLER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESSED, STATUTORY, OR IMPLIED, INCLUDING, BUT WITHOUT LIMITATION, AS TO THE DESCRIPTION, TITLE, VALUE, QUALITY, PHYSICAL AND ENVIRONMENTAL CONDITION OF THE IMPROVEMENTS, MERCHANTABILITY, OR FITNESS FOR PURPOSE OF ANY OF THE IMPROVEMENTS. Buyer further acknowledges that, in entering into this Contract, he/she has relied solely upon his/her independent evaluation and examination of the Improvements and public records relating to the Improvements and the independent estimates, computations, evaluations and studies based thereon. Seller makes no warranty or representation as to the accuracy, completeness or usefulness of any information furnished to Buyer, whether furnished by Seller or any other third party and acknowledges that he/she is not relying upon any such information. Reliance on any material so furnished shall not give rise to any cause, claim or action against Seller, its officers, employees, elected officials and/or agents, and any such reliance shall be at Buyer's sole risk.

Section 3.2. Disclaimer-No Warranty, Expressed or Implied. THE CONVEYANCE OF THE IMPROVEMENTS IS ON A "WHERE IS", "AS IS" AND "WITH ALL FAULTS" BASIS, AND SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT WITHOUT LIMITATION, AS TO TITLE, DESCRIPTION, PHYSICAL AND ENVIRONMENTAL CONDITION OF THE IMPROVEMENTS, QUALITY, VALUE, FITNESS FOR PURPOSE, MERCHANTABILITY, OR OTHERWISE. Buyer shall satisfy his or herself, prior to Closing, as to the type, condition, quality and extent of the Improvements and property interests which comprise the Improvements he/she is receiving pursuant to this Contract.

#### ARTICLE IV REPRESENTATIONS, WARRANTIES AND COVENANTS OF BUYER

Section 4.1. Representations and Warranties of Buyer. To induce Seller to enter into this Contract and to consummate the sale and purchase of the Improvements in accordance herewith, Buyer represents and warrants to Seller, as of the date hereof and the Closing Date:

- (a) Buyer has the full right, power (a) and authority to purchase the Improvements from Seller as provided in this Contract and to carry out all of Buyer's obligations under this Contract, and all requisite action necessary to authorize Buyer to enter into this Contract and to carry out Buyer's obligations hereunder have been, or on or before Closing, will have been taken.
- (b) Buyer hereby acknowledges that Buyer has been advised by Seller that it should conduct, and Buyer acknowledges that it has conducted prior to the date hereof, all investigation activities described herein.
- (c) Buyer has not contracted or entered into any agreement with any broker, agent, finder, or any other party in connection with this transaction and has not taken any action which would result in any broker commissions or finders' fee or other fees payable to any other party with respect to the transaction contemplated by this Contract.

Section 4.2. Covenants of Buyer. Buyer covenants and agrees with Seller as follows:

- (a) Any and all costs and fees related to authorizations, permit applications, applications for special exceptions and any other matter related to the movement

and/or relocation of buildings within the City of Lubbock shall be the responsibility of, and shall be paid by, the Buyer.

- (b) Buyer or Buyer's sub contractor shall procure and carry, at its sole cost and expense through the completion of structure removal and final relocation of the Improvements, insurance protection as specified in the Bid Documents.
- (c) Buyer shall comply with all state and federal statutes, regulations, rules and orders, and all City of Lubbock ordinances, related, in any way, manner or form, to the moving, relocation and demolition of buildings.
- (d) Buyer expressly agrees and understands that this Contract contemplates the sale of Improvements only, notwithstanding any attachment and/or other affixation of the Improvements to the Real Property, and this Contract does not contemplate the transfer or conveyance of any interest and/or title, in any way, manner or form, of the Real Property. Further, Buyer expressly agrees to remove the Improvements from the Real Property and transport same from the Real Property, in a good and workmanlike manner, and in compliance with the terms hereof and the Applicable Law, within 60 days after award of contract. In the event Buyer shall fail to completely remove the Improvements and transport the Improvements from the Real Property within said time, the Improvements, or any portion thereof remaining on the Real Property (the "Remaining Improvements"), shall, at the election of Seller, either ( i ) become the property of Seller, and Buyer expressly agrees that it forfeits any interest to the Remaining Improvements; or ( ii ) remove and/or demolish the remaining Improvements from the Real Property and the Buyer shall promptly pay to Seller, and be liable to Seller for, after credit for the deposit provided in Section 2.2, all costs incurred by the Seller in such activities.

(e) Buyer shall conduct all such removal and relocation efforts in a good and workmanlike manner, and leave the condition of the Real Property in a clean and orderly condition, free of all debris, trash, building materials, and/or any other materials. On or before three (3) days after execution of this Contract by Seller, Buyer shall provide to Seller, an additional cash deposit, in an amount deemed by the Seller, by and through the Purchasing Manager, in its sole discretion, but not to exceed the sum of One Thousand and No/100 dollars (\$1,000), sufficient to conduct all necessary cleanup activities upon the Real Property and to protect the existing condition of the Real Property. In the event the Buyer shall breach any material condition, covenant, representation, or warranty of this Contract, in addition to the exercise of other rights and remedies, said monetary deposit shall be forfeited to Seller.

(f) Buyer shall not grant or convey, or allow to be created, any lien of any kind that attaches or may attach to the Improvements prior to the Improvements being completely removed and transported from the Real Property. Without limiting the general nature of the indemnity provided in Article VI, Buyer shall indemnify and hold Seller, Seller's elected officials, agents, employees and independent contractors harmless from and against any and all loss, liability and expense arising from, accruing due to, related to or as a result of any liens or any claims of any kind asserted by third parties for claims for labor or materials or any other matter related to the Improvements, including without limitation any claims related to the removal and/or relocation of the Improvements from the Real Property.

Section 4.3. Survival Beyond Closing. The representations, warranties and covenants of Buyer contained in this Contract, as set forth in Section 4.2 shall survive the Closing.

ARTICLE V  
CONDITIONS PRECEDENT TO PERFORMANCE

Section 5.1. Performance of Seller's Obligations. Buyer is not obligated to perform under this Contract unless, notwithstanding the exercise of diligence and through no fault of Buyer, the necessary permits, all as provided by Section 4.2(a), shall have not been granted to Buyer within 60 days after award of contract.

In the event Buyer shall not be able to acquire the necessary authorization, special exceptions, consents and permits required in Section 4.2(a), notwithstanding the exercise of diligence and through no fault of Buyer, within 60 days after award of contract (this Contract shall terminate at the option of Seller and Buyer shall be entitled to a return of the deposit provided in Sections 2.2 and 4.2(e).

Section 5.2. Breach of Buyer's Representations, Warranties and Covenants. Seller is not obligated to perform under this Contract unless all of the representations, warranties, covenants and agreements of Buyer set forth in this Contract are true and correct in all material respects and have performed as of the Closing Date.

ARTICLE VI  
INDEMNITY

Section 6.1. Indemnity. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY AND HOLD HARMLESS SELLER, AND SELLER'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, HARMS AND LIABILITIES WHICH ARISE DIRECTLY OR INDIRECTLY, OR ARE RELATED TO, IN ANY WAY, MANNER OR FORM, THE OCCUPATION OF CITY OWNED LAND, BY BUYER, OR HIS/HER EMPLOYEES, AGENTS AND/OR INDEPENDENT CONTRACTORS, THE TRANSACTIONS AND ACTIVITIES CONTEMPLATED HEREUNDER, AND/OR THE OMISSION OF THE ACTIVITIES HEREUNDER, INCLUDING CLAIMS, DAMAGES, HARMS, AND LIABILITIES WHICH ARE CAUSED, OR CONTRIBUTED TO, BY THE NEGLIGENCE OR FAULT, OF ANY KIND, TYPE OR DEGREE, OF SELLER, ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND/OR AGENTS. THE BUYER FURTHER COVENANTS AND AGREES TO DEFEND ANY SUITS OR ADMINISTRATIVE PROCEEDINGS BROUGHT AGAINST THE SELLER, AND/OR THE SELLER'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND/OR AGENTS ON ACCOUNT OF ANY SUCH CLAIM, DAMAGE, HARM AND LIABILITY AND TO PAY OR DISCHARGE THE FULL AMOUNT OR OBLIGATION OF ANY SUCH CLAIM, DAMAGE, HARM AND LIABILITY INCURRED BY, ACCRUING TO, OR IMPOSED ON THE SELLER, OR THE SELLER'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND/OR AGENTS, AS APPLICABLE, RESULTING FROM ANY SUCH SUITS, CLAIMS AND/OR ADMINISTRATIVE PROCEEDINGS OR ANY MATTERS RESULTING FROM THE SETTLEMENT OR RESOLUTION OF SAID SUITS, CLAIMS, AND/OR ADMINISTRATIVE PROCEEDINGS. IN ADDITION, THE BUYER SHALL PAY TO THE SELLER, THE SELLER'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND/OR AGENTS, AS APPLICABLE, ALL REASONABLE ATTORNEYS' FEES INCURRED BY SUCH PARTIES IN ENFORCING BUYER'S INDEMNITY IN THIS SECTION 6.1.

Section 6.2. Survival Beyond Closing. The indemnity provisions contained in this Contract, as set forth in Section 6.1, shall survive the Closing.

ARTICLE VII  
CLOSING

Section 7.1. Place and Time of Closing. The Closing (herein so called) shall take place on or before five (5) days after the completion of the activities required in Section 4.2(a) (the "Closing Date"), or a date otherwise mutually agreed upon by Buyer and Seller, in the offices of the City of Lubbock, Right of Way Agent, Davy Booher, 1625 13th Street, Lubbock, Texas.

Section 7.2.

(a) Items to be Delivered at Closing - Seller. At Closing, Seller shall deliver to Buyer, at its sole cost and expense, the following item:

(i) A Bill of Sale, attached hereto as Exhibit "B", duly executed by Seller.

(b) Items to be Delivered at Closing - Buyer. At Closing, Buyer shall deliver to the Seller the following items:

(i) the cash sum required by Section 2.1, less the deposit previously made by Buyer as per Section 2.2; and

(ii) any other items reasonably requested by the Seller as administrative requirements for consummating the Closing.

ARTICLE VIII  
DEFAULTS AND REMEDIES

Section 8.1. Seller's Default; Buyer's Remedies.

(a) Seller's Defaults. Seller is in default under this Contract if Seller fails to meet, comply with, or perform in any material respect any obligation on Seller's part required within the time limits and in the manner required by this Contract.

(b) Buyer's Remedies. If Seller is in default hereunder, Buyer may, as Buyer's sole and exclusive remedy, terminate this Contract by written notice delivered to Seller, at the below-described address, on or before the Closing Date, in which event, the monetary deposits made by Buyer, pursuant to Sections 2.2 and 4.2(e), shall be returned to Buyer.

Section 8.2 Buyer's Default; Seller's Remedies.

(a) Buyer's Defaults. Buyer is in default under this Contract if Buyer fails to:

(i) meet, comply with, or perform in any material respect, any obligation on Buyer's part required herein; or

(ii) deliver, within the time specified herein, or if no time is specified, on or before Closing Date, the items specified in this Contract, for any reason other than a default by Seller under this Contract.

(b) Seller's Remedies. If Buyer is in default under this Contract, Seller may terminate this Contract and retain the monetary deposits required in Sections 2.2 and 4.2(e) and pursue any other remedy available to Seller by Contract, law or in equity.

ARTICLE IX  
NOTICE

Section 9.01. Notice. Whenever notice from Buyer to Seller or from Seller to Buyer is required or permitted by this Contract and no other method of notice is provided, such notice shall be given by (i) actual delivery of the written notice to the other party by hand, fax or electronically (in which case such notice shall be effective upon delivery); or (ii) by depositing the written notice in the United States mail, postage prepaid, 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.

Section 9.02. Seller's Address. The Seller's address and numbers for the purpose of notice are:

SELLER: CITY OF LUBBOCK  
Davy Booher  
Right of Way Agent  
P. O. Box 2000  
Lubbock, Texas 79457  
Telephone: (806) 775-2352 Fax: (806) 775-3074  
Electronically (e-mail) [dbooher@mylubbock.us](mailto:dbooher@mylubbock.us)

Section 9.03. Buyer's Address. The Buyer's address and numbers for the purpose of notice are:

BUYER: Bennie Doggett  
5214 9<sup>th</sup> Street  
Lubbock, TX 79416  
Telephone: (806)-781-1934

ARTICLE X  
MISCELLANEOUS

Section 10.01. Entire Agreement. This Contract, including Exhibit "A", and Exhibit "B" hereto, and all documents made a part of the Bid (the "Bid Documents"), such Exhibits and Bid Documents being expressly made a part of this Contract, contain the entire agreement between the Seller and Buyer, and there are no other written or oral promises, conditions, warranties, or representations relating to or effecting the matters contemplated herein.

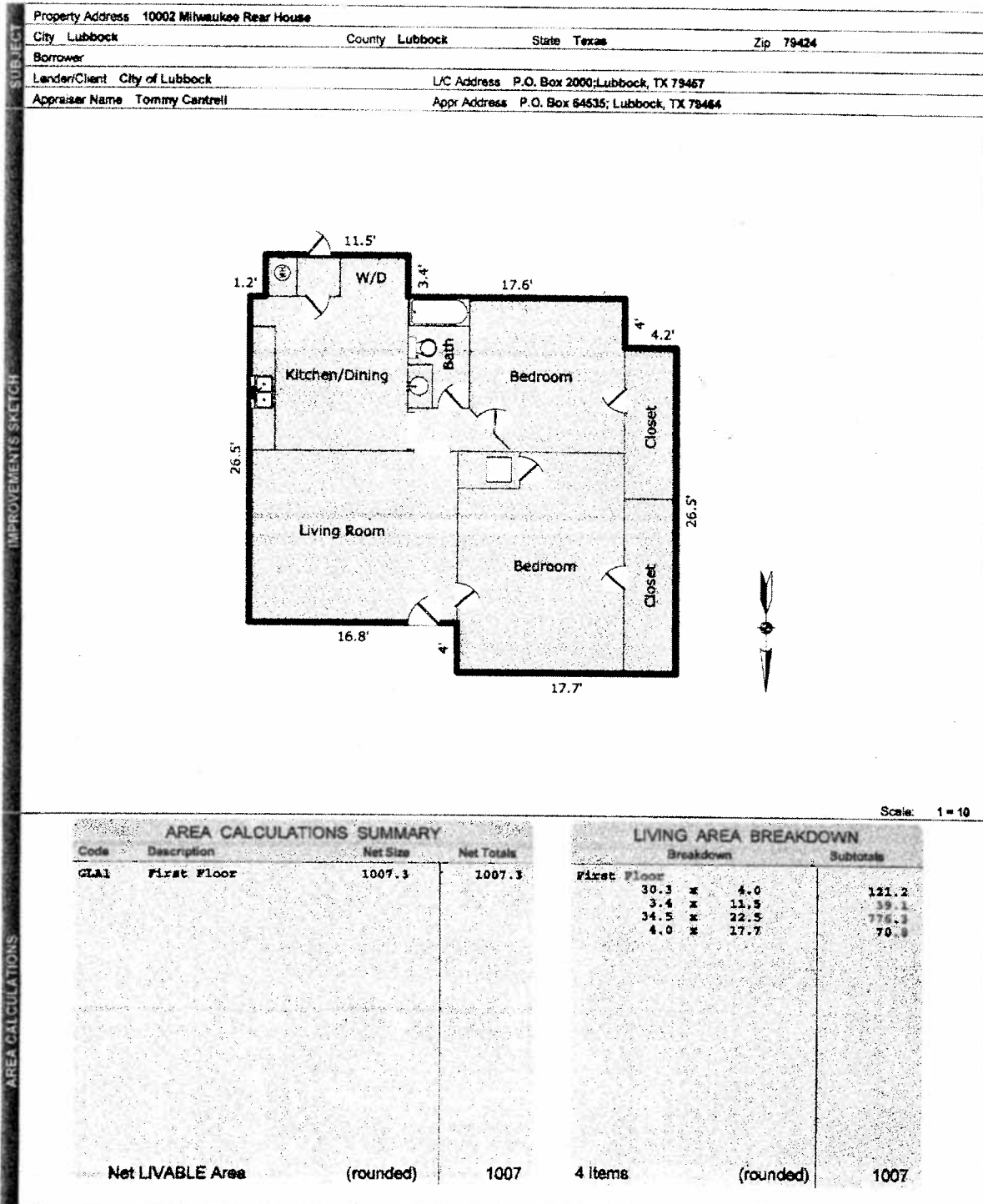
Section 10.02. Amendment. No amendment, modification, or alteration of the terms of this Contract shall be binding unless such amendment, modification, or alteration is in writing, dated subsequent to the date of this Contract, and duly executed by the Seller and Buyer.

Section 10.03. Construction and Venue. This contract and the transactions contemplated herein shall be governed by and construed in accordance with the laws of the state of Texas. This contract is performable in Lubbock County, 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 purposes of all legal proceedings arising out of or relating to this agreement or the transactions and activities contemplated hereby.

Section 10.04. Severability. If any provision, or part thereof, 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



## RENT HOUSE FLOOR PLAN HOUSE SKETCH



APEX SOFTWARE 800-852-8856

Apex 7100 - Apex Media

**EXHIBIT "B"**

**CONTRACT OF SALE  
BILL OF SALE**

**STATE OF TEXAS           §**  
**COUNTY OF LUBBOCK §**           **KNOW ALL MEN BY THESE PRESENTS**

The undersigned, City of Lubbock, Texas, a Home Rule Municipal Corporation (the "Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by Bennie Doggett ("the Grantee"), the receipt and sufficiency of which are hereby acknowledged, has BARGAINED, SOLD and CONVEYED and by these presents, does BARGAIN, SELL and CONVEY unto Grantee, all of Grantor's right, title, and interest, if any, to the personal property located on Exhibit "A" attached hereto and incorporated herein (the "Improvements").

Grantee has made an independent inspection and evaluation of the Improvements and acknowledges that Grantor has made no statements or representations concerning the present or future value of the Improvements, the condition, including the environmental condition of the Improvements, or the anticipated income, costs, or profits, if any, to be derived from the Improvements. FURTHER, GRANTOR MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESSED, STATUTORY, OR IMPLIED, INCLUDING, BUT WITHOUT LIMITATION, AS TO THE DESCRIPTION, TITLE, VALUE, QUALITY, PHYSICAL AND ENVIRONMENTAL CONDITION OF THE IMPROVEMENTS, MERCHANTABILITY, OR FITNESS FOR PURPOSE OF ANY OF THE IMPROVEMENTS. Grantee further acknowledges that he/she has relied solely upon his/her independent evaluation and examination of the Improvements and public records relating to the Improvements and the independent estimates, computations, evaluations and studies based thereon. Grantor makes no warranty or representation as to the accuracy, completeness or usefulness of any information furnished to Grantee, whether furnished by Grantor or any other third party and acknowledges that he/she is not relying upon any such information. Grantor, its officers, employees, elected officials and agents assume no liability for the accuracy, completeness or usefulness of the material furnished by the Grantor, or any of its officers, employees, elected officials and/or

agents, and/or any other third party. Reliance on any material so furnished shall not give rise to any cause, claim or action against Grantor, its officers, employees, elected officials and/or agents, and any such reliance shall be at Grantee's sole risk.

THE CONVEYANCE OF THE IMPROVEMENTS IS ON A "WHERE IS", "AS IS" AND "WITH ALL FAULTS" BASIS, AND SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT WITHOUT LIMITATION, AS TO TITLE, DESCRIPTION, PHYSICAL AND ENVIRONMENTAL CONDITION OF THE IMPROVEMENTS, QUALITY, VALUE, FITNESS FOR PURPOSE, MERCHANTABILITY, OR OTHERWISE. Grantee has satisfied his or herself, as to the type, condition, quality and extent of the Improvements and property interests which comprise the Improvements he/she is receiving pursuant to this Bill of Sale.

TO HAVE AND TO HOLD all of Grantor's right, title and interest in and to the Improvements unto said Grantee and Grantee's successors and assigns forever, so that neither Grantor nor Grantor's successors and assigns shall have, claim or demand any right or title to the Improvements.

Effective this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

GRANTOR:  
CITY OF LUBBOCK

\_\_\_\_\_

GRANTEE:

\_\_\_\_\_

\_\_\_\_\_

Addendum 1 - Revised Bid Form

**City of Lubbock, Texas  
Purchasing and Contract Management**

**BID FORM**

In compliance with the **Invitation to Bid 12-10677-RH**, 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 **12-10677-RH** is by reference incorporated in this contract. The Bid Form **must be completed** in blue or black ink or by typewriter.

ITEM	DESCRIPTION	UNIT PRICE* BID
1.	Sale and Removal of Residential Improvements Located at 10108a Milwaukee Ave, Lubbock, TX 79424. This house has a septic system. It will need to be removed, backfilled and compacted.	\$
2.	Sale and Removal of Residential Improvements Located at 10108 Milwaukee Ave, Lubbock, TX 79424. This house has one septic system that will need to be removed, backfilled and compacted. The water well will need to be plugged and abandoned as per local, state and federal requirements. A copy of the plugging report must be filed with the City of Lubbock, Attn: Neil Welch, P.E., CFM.	\$
3.	Sale and Removal of Residential Improvements Located at 10002 (Rear) Milwaukee Ave, Lubbock, TX 79424. This house is a pier and beam structure but all attached porch/patio concrete slabs will be required to be removed with the removal of the residential improvements.	\$  251.00

Property will be sold "as is" without expressed or implied warranties. A copy of the asbestos abatement inspection report will be available to the winning bidder.

This bid is for the improvements (house, buildings, other structures, trees, shrubs, etc.) located on the properties listed in items 1-3 of this Bid Form. The real property (land) will remain under the ownership of the City of Lubbock. The successful bidder will be responsible for the removal of all improvements located on the property, either by moving of the complete structure or by structure demolition, removal, and lot cleanup (after salvage of desired materials, equipment, fixtures, etc.).

The successful bidder will be required to remove all improvements to the property including all underground utility ties to the property line in the alley. These would include water (including all irrigation systems and related appurtenances), sewer lines, and underground electrical service. All related Utility Carriers must be notified prior to removals.

Residential improvements must be removed from site within 90 days after award of contract. Please see the Specifications for the Movement of Buildings attached herein.

On or before three (3) days after execution of this Contract by Seller, Buyer shall provide to Seller, an additional cash deposit. Buyer shall provide to Seller, a cash deposit in the amount of One Thousand and No/100 dollars (\$1,000). Deposit will be returned to Buyer after all necessary cleanup activities have been approved by Seller in the time allotted. In the event the Buyer shall breach any material condition, covenant, representation, or warranty of this Contract, in addition to the exercise of other rights and remedies, said monetary deposit shall be forfeited to Seller.

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.

A bidder may bid on one or more of the improvements on the properties listed in items 1-3 above. The City will sell this property to the highest bidder.

PAYMENT TERMS: The date on which payment is due in full shall be upon the closing date set forth in the Contract for Sale attached hereto, or at such time thereafter as the City may direct, after notification of bid award. The City reserves the right to withdraw any property from the sale process at any time.

THIS BID IS SUBMITTED BY \_\_\_\_\_ a corporation organized under the laws of the State of \_\_\_\_\_, or a partnership consisting of \_\_\_\_\_ or individual trading as Bennie Doggett of the City of \_\_\_\_\_

Firm: \_\_\_\_\_

Address: 5214 9<sup>th</sup> \_\_\_\_\_

City: Lubbock State: TX Zip: 79416

By Bennie Doggett Date: \_\_\_\_\_  
*Authorized Representative - must sign by hand above*

Officer Name and Title: \_\_\_\_\_  
*Please Print*

Business Telephone Number 781-1934 FAX: \_\_\_\_\_

E-mail Address: bgdoggett@suddenlink.net

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



**Regular City Council Meeting**

**5. 8.**

**Meeting Date:** 09/13/2012

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**Information**

**Agenda Item**

**Ordinance 1st Reading – Right-of-Way:** Consider an ordinance abandoning and closing a 15.6 foot wide alley in Green-Hankins Addition, a Subdivision of Block 11, Roberts and McWhorter Addition, 313 Vernon Avenue.

**Item Summary**

The ordinance abandons and closes a 15.6 foot wide alley in Green-Hankins Addition, a Subdivision of Block 11, Roberts and McWhorter Addition, just east of Vernon Avenue and north of Marsha Sharp Freeway. The closure is due to new development on this tract. The requestor of the closure is not the original dedicator of the alley area being closed, therefore, there will be a charge for the closure.

All utility companies and Public Works Engineering are in agreement with the alley closure.

**Fiscal Impact**

The total area being closed is 5,573 square feet. The Right-of-Way Department has valued the closure at \$0.24 per square foot based on adjacent property land values for a total amount due the General Fund of \$1,338.

**Staff/Board Recommending**

Marsha Reed, P.E., Chief Operating Officer

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**Attachments**

Ordinance - Green-Hankins Addition

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

AN ORDINANCE ABANDONING AND CLOSING A 15.6-FOOT WIDE ALLEY IN GREEN-HANKINS ADDITION, A SUBDIVISION OF BLOCK 11, ROBERTS AND MCWHORTER ADDITION MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE: DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

SECTION 1. THAT the alley portion as hereinafter described shall BE and the same are hereby closed, vacated and abandoned for alley purposes and for public use, such alley being more particularly described in attached 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 \_\_\_\_\_, 2012.

Passed by the City Council on second reading this \_\_\_\_\_, 2012.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

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Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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Dave Booher, Right-of-Way Agent

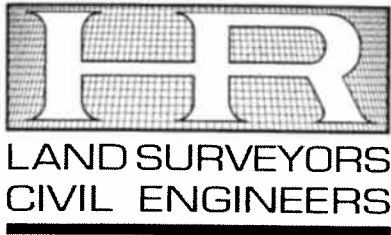
APPROVED AS TO FORM:



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Chad Weaver, Assistant City Attorney

A&C-Green-Hankins Addn.ord 7.9.12

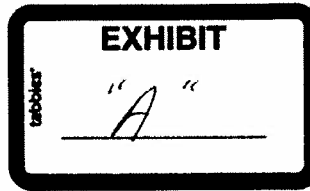


# HUGO REED AND ASSOCIATES, INC.

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

TEXAS REGISTERED ENGINEERING FIRM F-760

TEXAS LICENSED SURVEYING FIRM 100676-00



120548  
Greenstreet, Inc

METES AND BOUNDS DESCRIPTION of a 15.6 foot alley, between 3rd Street dedicated by plat recorded in Volume 19, Page 484, Deed Records of Lubbock County, Texas and Marsha Sharp Freeway as described in Volume 7160, Page 298 and Volume 7531, Page 71, Official Public Records of Lubbock County, between Vernon Avenue and Avenue V, being located in Green-Hankins Addition, a subdivision of Block 11 of Roberts and McWhorter Addition to the City of Lubbock, Lubbock County, Texas according to the map, plat and/or dedication deed thereof recorded in Volume 88, Page 604, Deed Records of Lubbock County, Texas:

BEGINNING at a 1/2" iron rod found in the South right-of-way line of said 3rd Street, at the Original Northwest corner of Lot 12, of said Green-Hankins Addition and the Northeast corner of this tract;

THENCE S. 01°47'08" W. a distance of 357.25 feet to a "x" cut in concrete set in the North right-of-way line of said Marsha Sharp Freeway, for the Southeast corner of this tract;

THENCE N. 88°12'48" W., along said North right-of-way, a distance of 15.60 feet to a crow's foot cut in concrete set for the Southwest corner of this tract;

THENCE N. 01°47'08" E. a distance of 357.27 feet to a 1/2" iron rod found in the South right-of-way line of said 3rd Street, at the Original Northeast corner of Lot 13, of said Green-Hankins Addition and the Northwest corner of this tract;

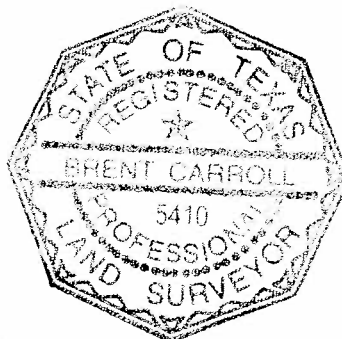
THENCE S. 88°08'14" E., along said right-of-way line, a distance of 15.60 feet to the Point of Beginning.

CONTAINS: 5,573 sq. ft. or 0.1279 acres

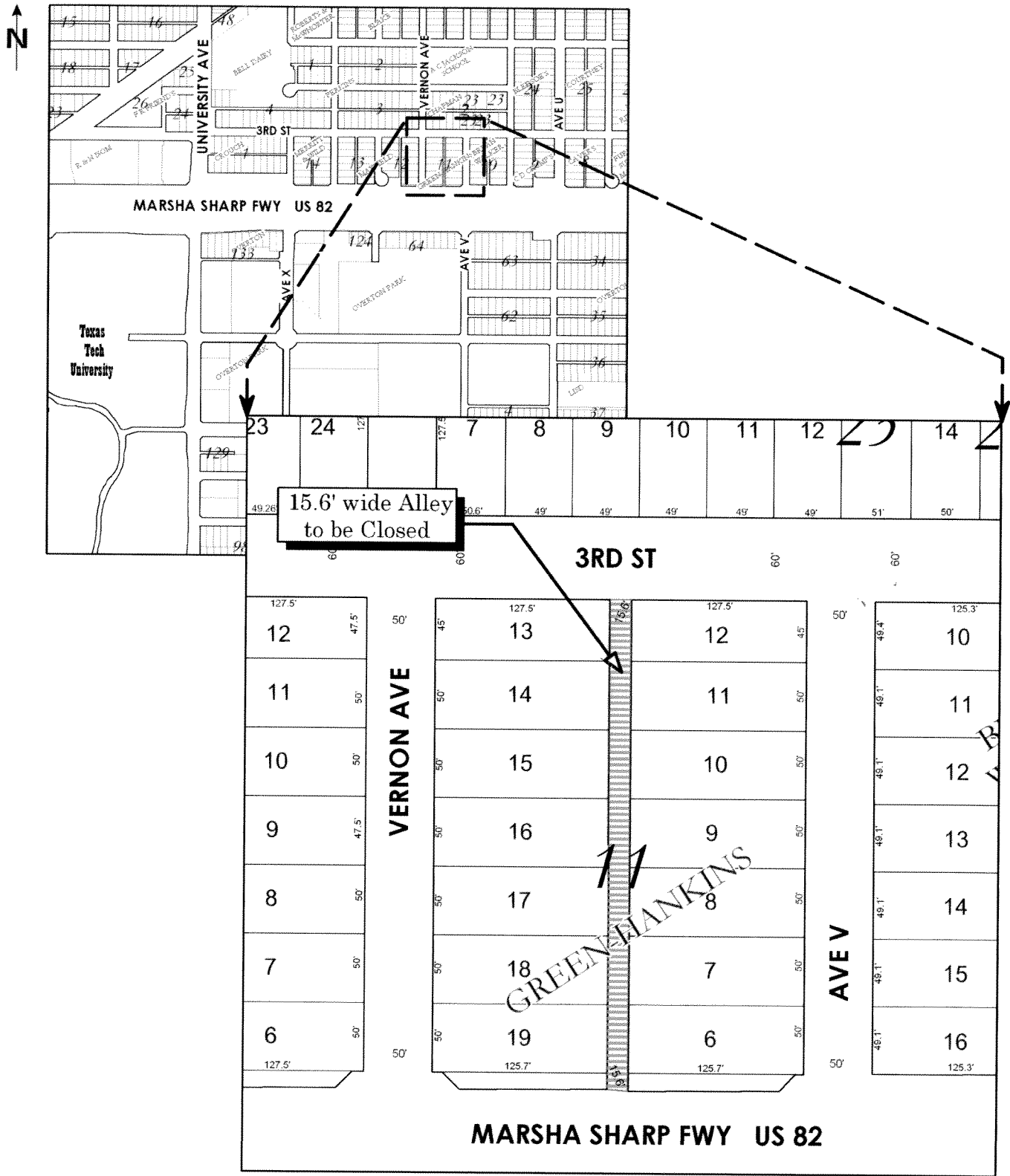
Bearings relative to Grid North, NAD 83, Texas Coordinate System, North-Central Zone, City of Lubbock Geodetic Network and Aerial Control. Distances are Surface, U.S. Survey Feet

DATE: June 15, 2012  
Revised July 9, 2012 to correct addition name

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



# Proposed Closing of a 15.6' wide Alley Located in Green-Hankins Addition, a Subdivision of Block 11, Roberts & McWhorter 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.



**Regular City Council Meeting**

**5. 9.**

**Meeting Date:** 09/13/2012

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**Information**

**Agenda Item**

**Ordinance 1st Reading – Right-of-Way:** Consider an ordinance abandoning and closing two 15-foot access easements located in Tract C, Milwaukee Business Park Addition, and Block AK, Section 35, 6202 Milwaukee Avenue.

**Item Summary**

The ordinance abandons and closes two 15-foot access easements located in Tract C, Milwaukee Business Park Addition, and Block AK, Section 35, which are east of Norwich Avenue and north of 63rd Street. Both property owners are in agreement with the access easement closures.

Public Works Engineering and Traffic Engineering are in agreement with the two access easement closures.

**Fiscal Impact**

None.

**Staff/Board Recommending**

Marsha Reed, P.E., Chief Operating Officer

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**Attachments**

Ordinance - Closing Access Easements

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

AN ORDINANCE ABANDONING AND CLOSING TWO FIFTEEN-FOOT ACCESS EASEMENTS LOCATED IN TRACT C, MILWAUKEE BUSINESS PARK ADDITION, AND BLOCK AK, SECTION 35, LUBBOCK COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this \_\_\_\_\_, 2012.

Passed by the City Council on second reading this \_\_\_\_\_, 2012.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

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Rebecca Garza, City Secretary

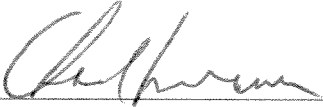
APPROVED AS TO CONTENT:



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Dave Booher, Right-of-Way Agent

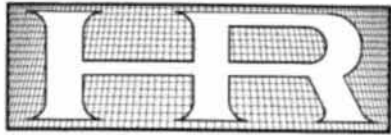
APPROVED AS TO FORM:



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Chad Weaver, Assistant City Attorney

A&C-Milwaukee Bus Pk Addn-Tract C.ord  
8.22.12



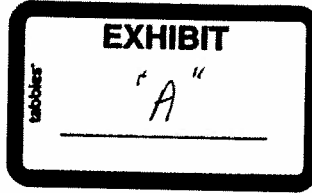
LAND SURVEYORS  
CIVIL ENGINEERS

## HUGO REED AND ASSOCIATES, INC.

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

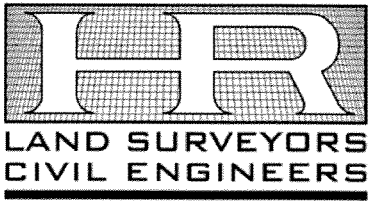
TEXAS REGISTERED ENGINEERING FIRM F-760

TEXAS LICENSED SURVEYING FIRM 100676-00



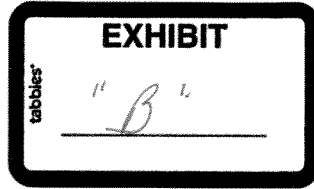
### 15 Foot Access Easement to be Closed

All of that 15 foot access easement as dedicated by the plat of Tract "C", Milwaukee Business Park, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat, and/or dedication deed there of recorded under County Clerk File Number 2007015916, Official Public Records of Lubbock County, Texas.



# HUGO REED AND ASSOCIATES, INC.

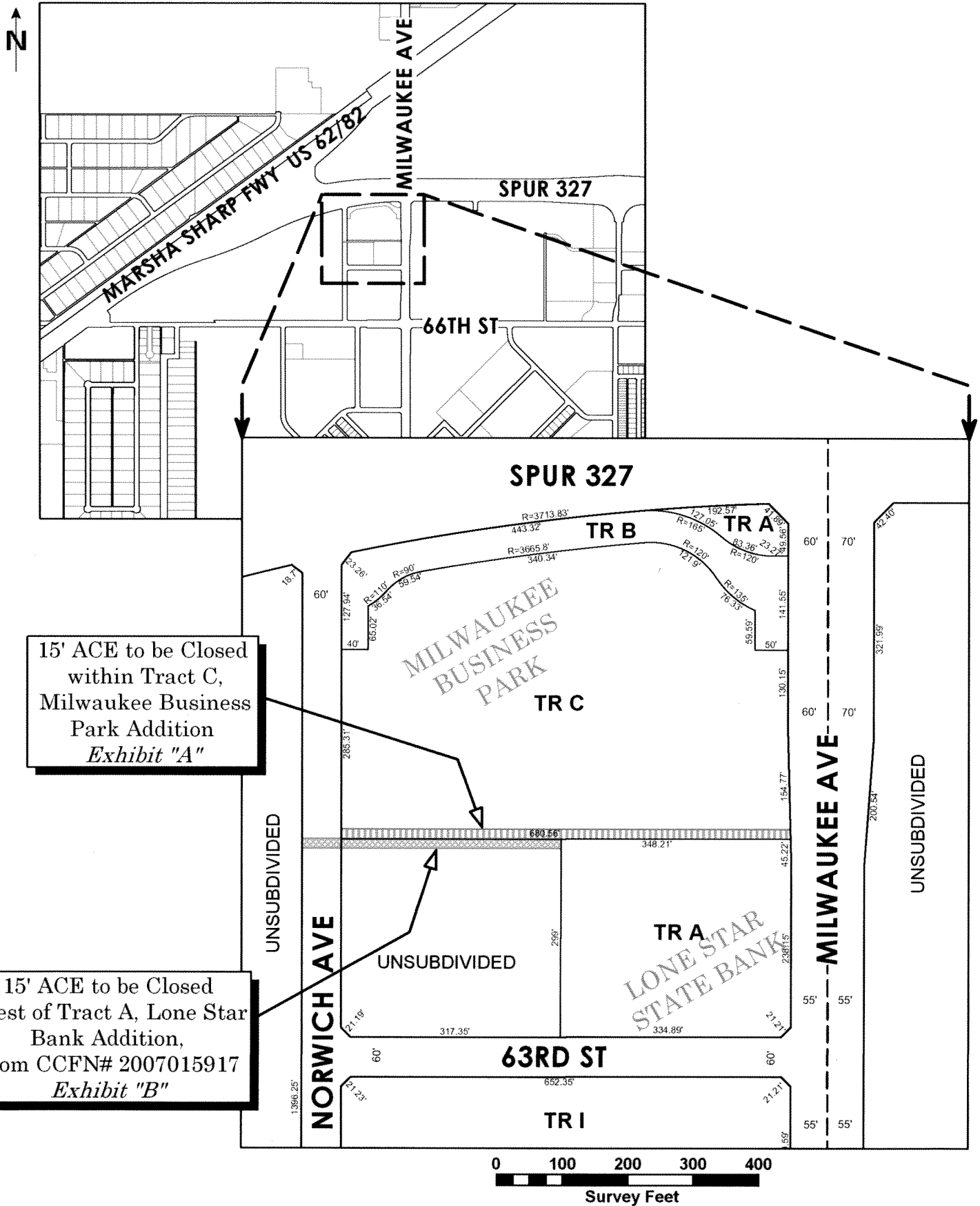
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891  
TEXAS REGISTERED ENGINEERING FIRM F-760  
TEXAS LICENSED SURVEYING FIRM 100676-00



## 15 Foot Access Easement to be Closed

All of that 15 foot access easement as described under County Clerk File Number 2007015917, Official Public Records of Lubbock County, Texas, being situated West of Tract A, Lone Star State Bank.

Proposed Closing of 2 - 15' wide Access Easements Located Along the South Side of Tract C, Milwaukee Business Park Addition, and Adjacent to Tract A, Lone Star Bank Addition, as Dedicated in CCFN# 2007015917



15' ACE to be Closed within Tract C, Milwaukee Business Park Addition  
*Exhibit "A"*

15' ACE to be Closed West of Tract A, Lone Star Bank Addition, from CCFN# 2007015917  
*Exhibit "B"*

As required by SECTION 1, Chapter 2051, SUBCHAPTER D. GEOSPATIAL DATA PRODUCTS of the Government Code, the City of Lubbock hereby provides notice that the data on this 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**

**5. 10.**

**Meeting Date:** 09/13/2012

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**Information**

**Agenda Item**

**Resolution - Aviation:** Consider a resolution authorizing the Mayor to accept a Federal Aviation Administration Grant Agreement for \$2,206,150 with the Federal Aviation Administration for funding the design phase services related to the rehabilitation/reconstruction of Runway 17R-35L.

**Item Summary**

Lubbock Preston Smith International is eligible to receive annual entitlement funds from the Federal Aviation Administration under the Airport Improvement Program. Funds under this program are restricted to safety, security and capacity improvements. Lubbock International has requested a grant (3-48-0138-037-2012) to fund the design phase services for the rehabilitation/reconstruction of Runway 17R-35L.

**Fiscal Impact**

The Grant will be used to fund 90% of the design services for the Runway 17R-35L project. The remaining 10% will be funded through the Passenger Facility Charge (PFC) Revenue Bonds. The project budget will be amended to reflect this grant amount after the FY2012-13 budget is adopted.

**Staff/Board Recommending**

James W. Loomis, Executive Director of Aviation  
Airport Advisory Board

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**Attachments**

Resolution - Aviation

Aviation Grant Agreement

**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock a Federal Aviation Administration Grant Agreement by and between the City of Lubbock and Federal Aviation Administration for funding design phase services related to the rehabilitation/reconstruction of Runway 17R-35L, and all related documents, in an amount up to and not exceeding two million two hundred six thousand one hundred fifty and no/100 dollars (\$2,206,150.00).

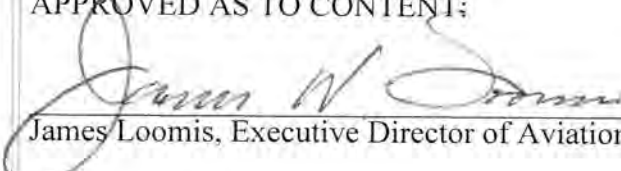
Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

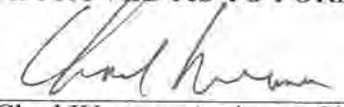
ATTEST:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
James Loomis, Executive Director of Aviation

APPROVED AS TO FORM:

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



U.S. Department  
of Transportation  
Federal Aviation  
Administration

ORIGINAL

## GRANT AGREEMENT

### PART I – OFFER

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August 29, 2012

*Date of Offer*

Lubbock-Preston Smith International

*(herein called the "Airport")*

3-48-0138-037-2012

*Grant No*

05-821-3893

*DUNS No*

**TO: Lubbock-Preston Smith International**

*(herein called the "Sponsor")*

**FROM: The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated July 25, 2012, for a grant of Federal funds for a project at or associated with the Lubbock-Preston Smith International Airport, which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

**WHEREAS**, the FAA has approved a project for the Airport (or Planning Area) (herein called the "Project") consisting of the following:

#### **Runway 17R/35L Improvement: Design Only**

all as more particularly described in the Project Application.

**NOW THEREFORE**, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, herein called "the Act," and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States' share of the allowable costs incurred in accomplishing the Project, 90 per centum thereof.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

**CONDITIONS**

1. The maximum obligation of the United States payable under this Offer shall be **\$2,206,150**. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:

**\$2,206,150.00** design only for airport development.

2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The Sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 17, 2012**, or such subsequent date as may be prescribed in writing by the FAA.
7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.
8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

9. **CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS**

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

### C. Definitions

For purposes of this award term:

1. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <https://www.sam.gov/portal/public/SAM/>).

#### 2. Data Universal Numbering System

DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, Subpart C:

- a. A Governmental organization, which is a State, local government, or Indian Tribe;
- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

#### 4. Subaward:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"). A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

#### 5. Subrecipient means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

10. **LETTER OF CREDIT:** The Sponsor agrees to request cash drawdowns on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.
11. **INFORMAL LETTER AMENDMENT OF AIP PROJECTS:** It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.
12. **AIR AND WATER QUALITY:** Approval of the project included in this agreement is conditioned on the Sponsor's compliance with applicable air and water quality standards in accomplishing project construction. Failure to comply

with this requirement may result in suspension, cancellation, or termination of Federal assistance under this agreement.

13. **PAVEMENT MAINTENANCE MANAGEMENT PROGRAM:** For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance management program as is required by Airport Sponsor Assurance Number C-11. The Sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. As a minimum, the program must conform with the provisions outlined below

Pavement Maintenance Management Program

An effective pavement maintenance management program is one that details the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed. An airport sponsor may use any form of inspection program it deems appropriate. The program must, as a minimum, include the following:

- a. **Pavement Inventory.** The following must be depicted in an appropriate form and level of detail:

- (1) location of all runways, taxiways, and aprons;
- (2) dimensions;
- (3) type of pavement, and;
- (4) year of construction or most recent major rehabilitation.

For compliance with the Airport Improvement Program (AIP) assurances, pavements that have been constructed, reconstructed, or repaired with federal financial assistance shall be so depicted.

- b. **Inspection Schedule.**

- (1) **Detailed Inspection.** A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," the frequency of inspections may be extended to three years.
- (2) **Drive-By Inspection.** A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition.

- c. **Record Keeping.** Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The types of distress, their locations, and remedial action, scheduled or performed, must be documented. The minimum information to be recorded is listed below:

- (1) inspection date,
- (2) location,
- (3) distress types, and
- (4) maintenance scheduled or performed.

For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

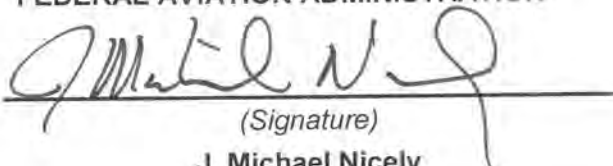
- d. **Information Retrieval.** An airport sponsor may use any form of record keeping it deems appropriate, so long as the information and records produced by the pavement survey can be retrieved to provide a report to the FAA as may be required.
- e. **Reference.** Refer to Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements and establishing an effective maintenance program. Specific types of distress, their probable causes, inspection guidelines, and recommended methods of repair are presented.

14. **PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF \$250,000:** The Sponsor agrees to perform the following:
- a. Furnish a construction management program to FAA prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program shall include as a minimum:
    - (1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
    - (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
    - (3) Procedures for determining that testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation, referenced in the contract specifications (D 3666, C 1077).
    - (4) Qualifications of engineering supervision and construction inspection personnel.
    - (5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
    - (6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
  - b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report shall include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the FAA.
  - c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
  - d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
15. **BUY AMERICAN REQUIREMENT:** Unless otherwise approved by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.
16. **MAXIMUM OBLIGATION INCREASE FOR NONPRIMARY AIRPORTS:** In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- a. may not be increased for a planning project;
  - b. may be increased by not more than 15 percent for development projects;
  - c. may be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
17. **MAXIMUM OBLIGATION INCREASE FOR PRIMARY AIRPORTS:** In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- a. may not be increased for a planning project;
  - b. may be increased by not more than 15 percent for development projects;
  - c. may be increased by not more than 15 percent for land projects.

18. **DESIGN-ONLY GRANTS:** It is mutually understood and agreed that for portions of the grant that are designated as "design-only," the sponsor shall undertake the associated construction activities within three calendar years of the date of issuance of this grant, regardless of the availability of Federal funds (towards construction). Should construction activities not take place, it should be noted that the FAA CANNOT participate in future funding for design services for the same unit of work.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**



*(Signature)*

**J. Michael Nicely**

*(Typed Name)*

**Texas Airport  
Development Office**

*(Title)*





**Regular City Council Meeting**

**5. 11.**

**Meeting Date:** 09/13/2012

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**Information**

**Agenda Item**

**Resolution - Aviation:** Consider a resolution authorizing the Mayor to approve Amendment 10 to the Architectural and Engineering Agreement 9002 between the City of Lubbock and Parkhill Smith & Cooper, Inc. design for the rehabilitation of Runway 17R/35L at Lubbock Preston Smith International Airport.

**Item Summary**

This contract amendment modifies the scope of the professional services included in the original Architecture and Engineering Agreement dated January 14, 2010.

The airfield at Lubbock Preston Smith International Airport must be maintained to meet Federal Aviation Administration requirements to maintain operational safety. Runway 17R/35L is more than 30 years old and is showing signs of fatigue. The keel section (middle 50 feet) of the runway was replaced in 1997. This amendment is for design and engineering services for reconstruction of those portions of the runway both sides of the middle 50 feet. The perimeter road north of Runway 17R must be relocated to allow for the future expansion of Taxiway L. The design service performed simultaneously with the runway rehabilitation saves time and money.

**Fiscal Impact**

\$4,014,599 is appropriated in Capital Improvement Project No. 92285, Runway 17R/35L Rehab Design, with \$2,206,150 available for this purpose. The grant agreement is #5.1 on this agenda. The project is included in the FY 2012-13 budget and capital program.

**Staff/Board Recommending**

James W. Loomis  
Airport Advisory Board

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**Attachments**

Resolution & Contract - PSC

Budget Detail - Runway Rehab

Budget Detail - Runway Rehab

**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. 10 to that certain Agreement for Professional Services, by and between the City of Lubbock and Parkhill, Smith & Cooper, 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.

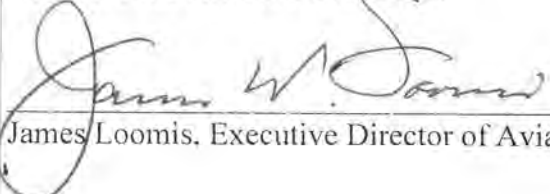
Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

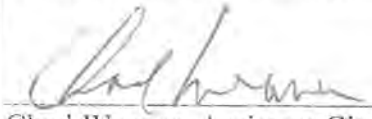
ATTEST:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
James Loomis, Executive Director of Aviation

APPROVED AS TO FORM:

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

vw:ccdops/RES.Amend #10 Agrmt-PS&C  
August 17, 2012



August 8, 2012

Mr. James W. Loomis, A.A.E.  
Director of Aviation  
Lubbock Preston Smith International Airport  
Administration Office, 2nd Floor  
5401 N. Martin Luther King Jr. Blvd., Unit 389  
Lubbock, Texas 79403

Re: **Amendment No. 10** to Agreement for Professional Services,  
LBB Runway 17R-35L Design

Dear Mr. Loomis:

As requested, we have prepared Amendment No. 10 for design phase services related to the rehabilitation/reconstruction of Runway 17R-35L. The scope of the project will be as recommended in the Preliminary Engineering Report (PER) submitted to LBB and the FAA, specifically including design of the perimeter road relocation, reconstruction of the outer 50ft along each side of Runway 17R-35L, and reconstruction of connecting taxiways to outside the runway safety area. The scope also includes installation of a PAPI-4 on 35L end, installation of touchdown zone and centerline lights, installation of new HIRLs and MITLs and other miscellaneous items. Furthermore, the fee reflects preparation of 3 separate bid packages to accommodate FAA funding. Refer to the drawings and detailed fee sheets attached for an itemization of the scope of services. We have excluded bidding phase, construction phase and Resident Project Representative (RPR) services in anticipation the FAA will require phasing of the project as they did on the Runway 8-26 project. These services will be included as part of the amendments associated with each construction phase. While we intend to use the geotechnical investigation data gathered during the PER phase, a complete topographical survey for design is included in this amendment. However, the surveying scope does not include surveying or aerial photography associated with FAA AC 150/5300-16A, 17B or 18B. According to the email from the FAA attached, this effort can be performed in conjunction with the final phase of construction. Total time for design is 18 months from notice to proceed. This contract amendment modifies the scope of professional services included in our original agreement dated January 14, 2010.

Task 1DSN - Lump Sum Fee for Design Phase Services (PSC) (PSC to prepare basic drawings, specifications and bid form. Assumes 3 independent construction phases)	\$2,047,150
Task 2SUB - Lump Sum Fee for Design Phase Services (PSC Subs)	\$159,000
<b>TOTAL</b>	<b>\$2,206,150</b>


- Amarillo
- El Paso
- Las Cruces
- Lubbock
- Midland

We propose to modify the agreement between the City of Lubbock and Parkhill, Smith & Cooper, Inc. dated January 14, 2010 and to provide the additional Task 1 and Task 2 services under the provisions of the contract, EXHIBIT B - PAYMENTS TO THE ENGINEER, PARAGRAPH B4.01. Compensation for Design Phase (Task 1-2) Services shall not exceed \$2,206,150 without Owner's approval.

If the terms of this amendment are agreeable to you, please sign and return one copy of this letter to our office. We will take receipt of this signed letter as our notice to proceed with these services. We look forward to working with you in completing this project. If you have any questions please call John Hamilton, Mark Haberer or me.

Sincerely,

PARKHILL, SMITH & COOPER, INC.

By   
Edwin E. (Butch) Davis, PE  
Firm Principal/Engineering Operations Dir.

By   
Mark D. Haberer, PE  
Firm Principal/Project Manager

Accepted by:

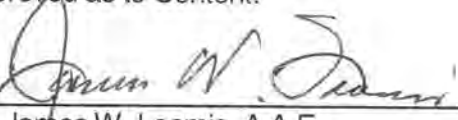
CITY OF LUBBOCK

By \_\_\_\_\_  
Glen Robertson  
Mayor

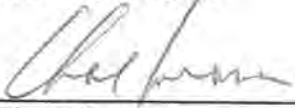
Attest:

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

Approved as to Content:

By   
James W. Loomis, A.A.E.  
Director of Aviation

Approved as to Form:

By   
Chad Weaver  
City Attorney

IN TRIPLICATE

MDH/pas  
Enclosures

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**PARKHILL, SMITH & COOPER, INC. - LUBBOCK  
PROJECT BUDGET SHEET**

LOCATION CODE: 01  
 PROJECT NAME: LBB 17R/35L Rehab  
 JOB NO.: 1271712  
 TASK: 1DSN  
 DATE: 08/08/12  
  
 FEE TYPE: Lump Sum  
 PREPARED BY: MDH  
 PRINCIPAL: MDH  
 PROJ. MANAGER: MDH  
  
 OVERHEAD RATE: \_\_\_\_\_  
 PROFIT ON LABOR: \_\_\_\_\_  
 PROFIT ON REIMB: 15.00%  
 PROFIT ON DIRECTS: 15.00%

\$2,047,150

FEE: \$2,047,154  
  
 LABOR: \$2,016,328  
  
 OVERHEAD: \_\_\_\_\_  
 REIMB. CONSULTANTS: \_\_\_\_\_  
  
 REIMB. EXPENSES: \_\_\_\_\_  
  
 DIRECT CONSULTANTS: \_\_\_\_\_  
  
 DIRECT EXPENSES: \$26,806

**LABOR BUDGETS:**

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal	643	\$114,454
01	Firm Principal	2,098	\$316,798
03	Engineer	7,604	\$882,064
07	Engineer-in-Training	5,534	\$542,332
07	Engineer-in-Training	446	\$33,896
14	CADD Operator	1,484	\$112,784
18	Clerical	200	\$14,000

FEE ESTIMATING SHEET		PROJECT	LGB 17R/35L Rehab		JOB NO.:	1271712		TASK:	IDSN
SALARY		CATEGORY OF PERSONNEL							
		RATE PER HOUR							
TASK		FP 01	FP 01	ENG 03	EIT 07	EIT 07	CADD OPT 14	CLERICAL 18	TOTAL
	Trips	\$178.00	\$151.00	\$116.00	\$98.00	\$76.00	\$76.00	\$70.00	
<b>DATA GATHERING</b>									
Coordinate topographical survey		2	24	40	24	16		4	110
Review topographical survey data	2	2	16	24	24				66
Modify layers per AC 150/5300-18B standards			4	24	40				68
Convert topographical survey into project base file			4	40	40		24		108
AGIS-based data collection/survey		Not included in scope. To occur post-construction. Reference email from FAA attached.							
Geotech		Use geotech from PER. No additional geotechnical data collection.							
Subsurface Utility Engineering		Not included in scope.							
Aerial photography		Not included in scope. To occur post-construction.							
Miscellaneous Field Reconnaissance			8	24	32				64
<b>PRELIMINARY DESIGN PHASE (60%)</b>									
Design kickoff meeting	1		8	16		8		2	34
Refine scope, coord. with FAA, Owner	1	8	16	16		4			44
Review current FAA AC's									
Internal design team meetings and conferences (1/week for 26 weeks)		26	52	156	52	52			338
Analyze overall airfield drainage to determine need for improvements (ICPR)	2	16	40	80	40		32		208
Preliminary design (Phase 1)		Phase 1 includes design for realignment of the perimeter road. See Figure 1 attached.							
Layout horizontal alignment		8	24	40	40		40		152
Create model and analyze cut/fill requirements		8	16	60	60		20		164
Model drainage improvements (ICPR)		4	16	40			40		100
Preliminary drawings (assume 40 sheets)		32	80	400	350	48	200		1,110
Outline specifications		8	16	40		24		24	112
Revise opinion of costs		4	8	16	16				44
Review w/ FAA, Owner	1	2	8	16	16	8			50
Preliminary design (Phase 2)		Phase 2 includes design for 1/2 length of runway. See Figures 2 and 3 attached.							
Layout horizontal alignment		8	40	80	80		40		248
Coordinate NRA for RVR with FAA		4	24	24					52
Create model and analyze cut/fill requirements		8	24	40	40				112
Model drainage improvements (ICPR)		4	8	24	16				52
Design edge drain system		4	24	80					108
Electrical design (vault and circuits)		24	24	120	40				208
PAPI design (per FAA standards)		16	16	80					112
Develop phasing plan		8	24	40	16				88
Preliminary drawings (assume 150 sheets)		40	250	1700	1560	60	360		3,970
Outline specifications		8	16	40		24		24	112
Revise opinion of costs		4	8	24	24				60
Review w/ FAA, Owner	1	2	8	8	8	8			34

<b>Preliminary design (Phase 3)</b>				Phase 3 includes design for 1/2 length of runway. See Figures 2 and 3 attached.							
Layout horizontal alignment	8	40	80	80	40				248		
Create model and analyze cut/fill requirements	8	24	40	40					112		
Model drainage improvements (ICPR)	4	8	24	16					52		
Design edge drain system	4	24	80						108		
Electrical design (vault and circuits)	24	24	120	40					208		
Develop phasing plan	8	24	40	16					88		
Preliminary drawings (assume 150 sheets)	40	250	1700	1560	60	360			3,970		
Outline specifications	8	16	40		24		24		112		
Revise opinion of costs	4	8	16	16					44		
Review w/ FAA, Owner	2	8	8	8	8				34		
<b>FINAL DESIGN PHASE</b>				Phase 1 includes design for realignment of the perimeter road. See Figure 1 attached.							
<b>Final design (Phase 1)</b>				4	8	24	24	8		68	
Finalize horizontal alignment	4	8	16	16					44		
Finalize model and analyze cut/fill requirements	32	40	120	96	32				320		
Final drawings (assume 40 sheets)	8	40	60		24		24		156		
Final specifications	4	8	16	16					44		
Revise opinion of costs	2	8	8	8	8				34		
Review w/ FAA, Owner	2	16	24				8		50		
Prepare Phase 1 CMP	1	4	24						29		
Prepare and submit Phase 1 7460-1											
<b>Final design (Phase 2)</b>				Phase 2 includes design for 1/2 length of runway. See Figures 2 and 3 attached.							
Finalize horizontal alignment	8	24	40	40		24			136		
Finalize model and analyze cut/fill requirements	8	16	24						48		
Finalize drainage improvements	4	8	24	24					60		
Finalize edge drain system design	4	16	40						60		
Finalize electrical design (vault and circuits)	16	16	80	32					144		
Finalize PAPI design (per FAA standards)	8	8	40						56		
Finalize phasing plan	8	8	24						40		
Final drawings (assume 150 sheets)	40	160	520	420		120			1,260		
Final specifications	8	40	60		24		24		156		
Revise opinion of costs	4	8	16	16					44		
Review w/ FAA, Owner	2	8	8	8	8				34		
Prepare Phase 2 CMP	2	16	24				8		50		
Prepare and submit Phase 2 7460-1	1	4	24						29		
<b>Final design (Phase 3)</b>				Phase 3 includes design for 1/2 length of runway. See Figures 2 and 3 attached.							
Finalize horizontal alignment	8	24	40	40		24			136		
Finalize model and analyze cut/fill requirements	8	16	24						48		
Finalize drainage improvements	4	8	24	24					60		
Finalize edge drain system design	4	16	40						60		
Finalize electrical design (vault and circuits)	16	16	120	32					184		
Finalize phasing plan	8	8	24						40		
Final drawings (assume 150 sheets)	40	160	520	420		120			1,260		
Final specifications	8	40	60		24		24		156		
Revise opinion of costs	4	8	16	16					44		
Review w/ FAA, Owner	2	8	8	8	8				34		
Prepare Phase 3 CMP	2	16	24				8		50		
Prepare and submit Phase 3 7460-1	1	4	24						29		
<b>BIDDING PHASE</b>				Not included in this contract							
<b>MISCELLANEOUS ITEMS</b>											
QC/PM (18 mos. @ 2 hrs /mo.)			36						36		
Prepare stmts. And FAA grant reimbursement forms (18 @ 2 hr)							18		36		
Misc coordination with FAA, Owner	20	8	24	24		6		8	70		
<b>BUDGET SUBTOTALS:</b>	<b>HOURS/</b>	<b>Trps. -</b>	<b>32</b>	<b>643</b>	<b>2,098</b>	<b>7,604</b>	<b>5,534</b>	<b>446</b>	<b>1,484</b>	<b>200</b>	<b>18,009</b>
	<b>SALARY</b>			<b>\$114,454</b>	<b>\$316,798</b>	<b>\$882,064</b>	<b>\$542,332</b>	<b>\$33,896</b>	<b>\$112,784</b>	<b>\$14,000</b>	<b>\$2,016,328</b>

FEE ESTIMATING SHEET		PROJECT	LBB 17R/35L Rehab	JOB NO	1271712	TASK	1DSN
<b>DIRECTS</b>							
<b>DIRECT CONSULTANT COSTS</b>							<b>SUBTOTAL</b>
611 STRUCTURAL CONSULTANTS							
612 MECH/ELEC CONSULTANTS							
613 ENV & CIVIL CONSULTANTS							
614 LANDSCAPE CONSULTANTS							
615 TESTING CONSULTANTS							
616 SURVEYING CONSULTANTS							
616 SURVEYING CONSULTANTS							
618 OTHER CONSULTANTS							
<b>TOTAL DIRECT CONSULTANTS</b>							
<b>DIRECT EXPENSES</b>							
621 TRAVEL/LODGING							
MOTEL	DAYS @		MEN @		/MANDAY	=	
AIR TRAVEL	2 AIR FARE @		1 MEN @	\$250.00	/MAN	=	\$500.00
PARKING	DAYS @		/DAY			=	
CAR RENTAL	DAYS @		/DAY			=	
MILEAGE	36 MILES @	\$0.550	@		32 TRIPS	=	\$633.60
<b>SUBTOTAL</b>							<b>\$1,134</b>
622 Reproductions							
Blackline Prints							
34" x 22"	340	Shts @	\$0.70	@	10 Sets	=	\$2,380.00
36" x 24"		Shts @	\$0.78	@	Sets	=	
42" x 30"		Shts @	\$1.15	@	Sets	=	
Other		sf @	\$0.15	@	Sets	=	
Printing							
8-1/2" x 11" B&W	5000	Originals @	\$0.08	/Sht @	1 Sets	=	\$400.00
8-1/2" x 11" Color	2000	Originals @	\$0.50	/Sht @	1 Sets	=	\$1,000.00
11" x 17" B&W	300	Originals @	\$0.18	/Sht @	40 Sets	=	\$2,160.00
11" x 17" Color	40	Originals @	\$1.00	/Sht @	40 Sets	=	\$1,600.00
Binding Cost	40	Sets @	\$2.50	/Set	=		\$100.00
Laminating		Shts @	\$2.00	/Sht	=		
Scan to file							
Burn to CD/DVD		CD/DVD @	\$13.50	/each	=		
Scan Specs	1000	Originals @	\$0.15	/Sht	=		\$150.00
Scan Drawings	340	Originals @	\$1.50	/Sht	=		\$510.00
<b>SUBTOTAL</b>							<b>\$8,300</b>
623 MODEL/RENDERINGS/PHOTOS							
			Shots @		/Shot		\$200
624 TELEPHONE							\$5,000
1000	Calls @	\$5.00	/Call				
625 MEALS							
	DAYS @		MEN @		/MANDAY		
626 FIELD SUPPLIES							
628 POSTAGE							
50	Mailings @	\$5.00	/Mailing				\$250
629 PUBLICATIONS & SUBSCRIPTIONS							
630 MISC DIRECT EXP							
631 FAX							
50	Pages @	\$1.00					\$50
632 TEMPORARY PERSONNEL							
633 DRAFTING SUPPLIES							
634 OFFICE SUPPLIES							
635 CADD							
1484	HOURS @	\$8.00	/HOUR				\$11,872
636 FIELD EQUIP RENTAL							
646 SOFTWARE							
<b>TOTAL DIRECT EXPENSES</b>							<b>\$26,808</b>

**PARKHILL, SMITH & COOPER, INC. - LUBBOCK  
PROJECT BUDGET SHEET**

LOCATION CODE: 01  
 PROJECT NAME: LBB 17R/35L Rehab  
 JOB NO.: 1271712  
 TASK: 2SUB  
 DATE: 08/06/12

FEE TYPE: Lump Sum  
 PREPARED BY: MDH  
 PRINCIPAL: MDH  
 PROJ. MANAGER: MDH

OVERHEAD RATE: \_\_\_\_\_  
 PROFIT ON LABOR: \_\_\_\_\_  
 PROFIT ON REIMB: 15.00%  
 PROFIT ON DIRECTS: 15.00%      **\$159,000**

FEE: \$158,975  
 LABOR: \_\_\_\_\_  
 OVERHEAD: \_\_\_\_\_  
 REIMB. CONSULTANTS: \_\_\_\_\_  
 REIMB. EXPENSES: \_\_\_\_\_  
 DIRECT CONSULTANTS: \$138,239  
 DIRECT EXPENSES: \_\_\_\_\_

**LABOR BUDGETS:**

CODE	DESCRIPTION	HOURS	COSTS
13	Drafter		
13	Drafter		
13	Drafter		
13	Drafter		
13	Drafter		
14	CADD Operator		
18	Clerical		

FEE ESTIMATING SHEET		PROJECT	LBB 17R/35L Rehab	JOB NO	1271712	TASK	2SUB	
DIRECTS								
DIRECT CONSULTANT COSTS							SUBTOTAL	
611 STRUCTURAL CONSULTANTS								
612 MECH/ELEC CONSULTANTS								
613 ENV & CIVIL CONSULTANTS								
614 LANDSCAPE CONSULTANTS								
615 TESTING CONSULTANTS								
616 SURVEYING CONSULTANTS							Stevens Surveying (design topo only. Does not include FAA AC 150/5300-16A and 18B requirements per FAA. See email attached.)	\$113,000
616 SURVEYING CONSULTANTS							Geodetix, Inc. ( 18B work not included in this scope per request of FAA.)	
618 OTHER CONSULTANTS							All About Pavements	\$25,239
TOTAL DIRECT CONSULTANTS								\$138,239
DIRECT EXPENSES								
621 TRAVEL/LODGING								
MOTEL	DAYS @		MEN @		/MANDAY	=		
AIR TRAVEL	AIR FARE @		MEN @	\$250.00	/MAN	=		
PARKING	DAYS @				/DAY	=		
CAR RENTAL	DAYS @				/DAY	=		
MILEAGE	36 MILES @	\$0.550	@		TRIPS	=		
							SUBTOTAL	
622 Reproductions								
Blackline Prints								
	34" x 22"		Shts @	\$0.70	@	10 Sets =		
	36" x 24"		Shts @	\$0.78	@	Sets =		
	42" x 30"		Shts @	\$1.15	@	Sets =		
	Other		sf @	\$0.15	@	Sets =		
Printing								
	8-1/2" x 11" B&W		Originals @	\$0.08 /Sht @		1 Sets =		
	8-1/2" x 11" Color		Originals @	\$0.50 /Sht @		1 Sets =		
	11" x 17" B&W		Originals @	\$0.18 /Sht @		40 Sets =		
	11" x 17" Color		Originals @	\$1.00 /Sht @		40 Sets =		
	Binding Cost		Sets @	\$2.50 /Set		=		
	Laminating		Shts @	\$2.00 /Sht		=		
Scan to file								
	Burn to CD/DVD		CD/DVD @	\$13.50 /each		=		
	Scan Specs		Originals @	\$0.15 /Sht		=		
	Scan Drawings		Originals @	\$1.50 /Sht		=		
							SUBTOTAL	
623 MODEL/RENDERINGS/PHOTOS								
			Shots @		/Shot			
624 TELEPHONE								
	Calls @	\$5.00	/Call					
625 MEALS								
	DAYS @		MEN @		/MANDAY			
626 FIELD SUPPLIES								
628 POSTAGE								
	Mailings @	\$5.00	/Mailing					
629 PUBLICATIONS & SUBSCRIPTIONS								
630 MISC DIRECT EXP								
631 FAX								
	Pages @	\$1.00						
632 TEMPORARY PERSONNEL								
633 DRAFTING SUPPLIES								
634 OFFICE SUPPLIES								
635 CADD								
	HOURS @	\$8.00	/HOUR					
636 FIELD EQUIP RENTAL								
646 SOFTWARE								
TOTAL DIRECT EXPENSES								

**Mark Haberer**

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**From:** Steven.Cooks@faa.gov  
**Sent:** Thursday, July 26, 2012 12:11 PM  
**To:** Mark Haberer  
**Cc:** KCampbell@mail.ci.lubbock.tx.us  
**Subject:** Design Fee for 17R/35L Rehabilitation Project

**Categories:** Filed by Newforma

Mark,

Since, I have not received all the answers to your question concerning adding AGIS into the design fee, I say at this point, do not include at this time. If we need to revisit at some point between the design of 17R/35L project and the construction, then we can.

Thanks and Have A Blessed Day!!!

Steven Cooks  
Program Manager  
FAA/Texas Airports Development Office  
Phone: 817.222.5608  
Fax: 817.222.5989  
email: [steven.cooks@faa.gov](mailto:steven.cooks@faa.gov)



City of Lubbock, Texas  
LUBBOCK PRESTON SMITH INTERNATIONAL AIRPORT



Rehabilitate Runway 17R/35L

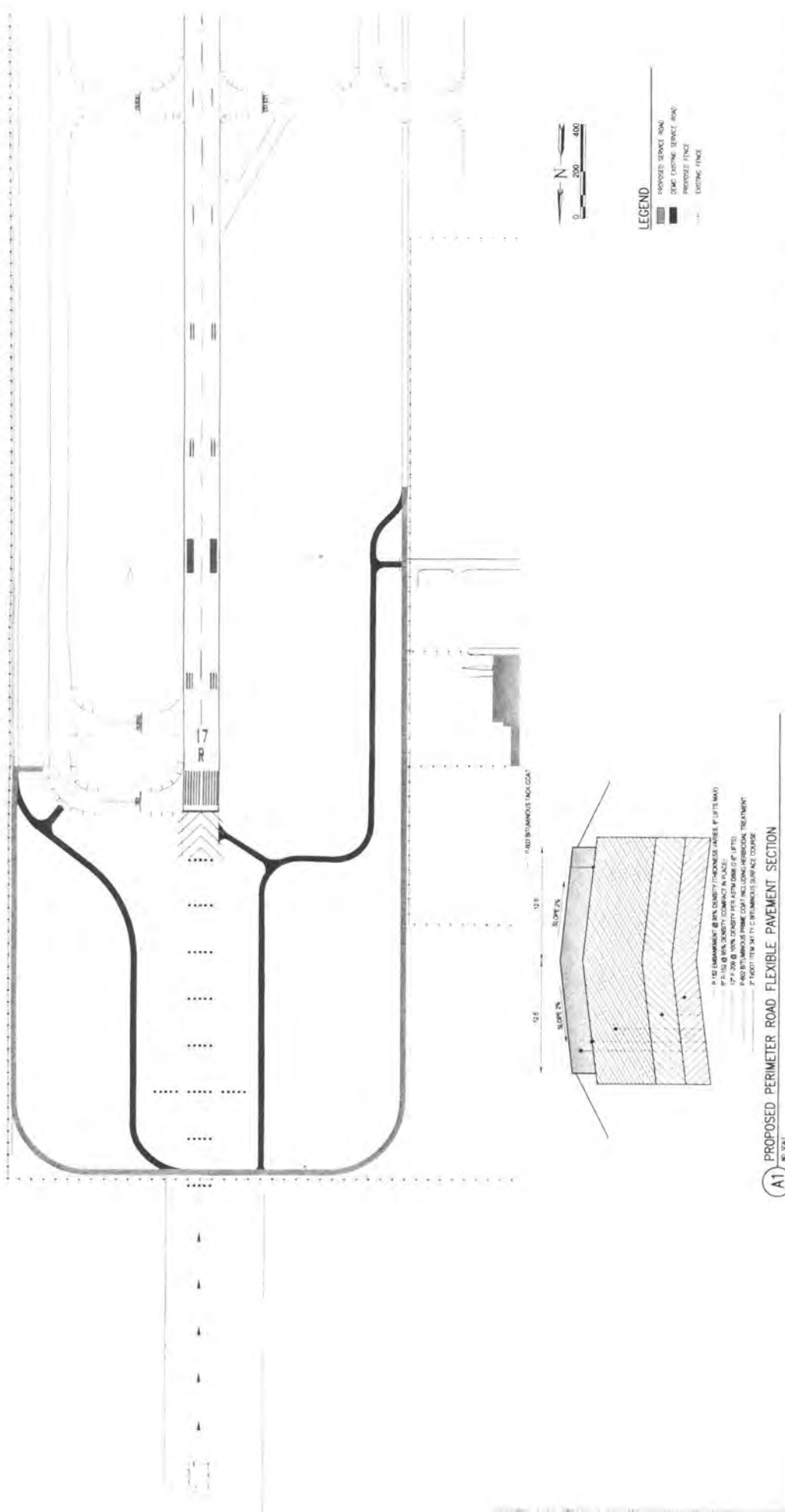
ENGINEER'S OPINION OF PROBABLE COSTS  
Alternative 4 - Reconstruct Outboard Wing Sections and Connecting Taxiways to RSA

8/6/2012

Item	Description	Quantity	Unit	Unit Price	Amount
<b>BID ITEMS</b>					
1	Item P-140, Contractor Mobilization (8%)	1	LS	\$2,826,296.00	\$2,826,296
2	Item P-101, Remove and Dispose of 15" P-501 and 8" P-304	8,148	SY	\$30.00	\$244,440
3	Item P-101, Remove and Dispose of 15" P-501 and 8" P-209	22,065	SY	\$28.00	\$617,820
4	Item P-101, Remove and Dispose of 14" P-501 and 8" P-401	131,541	SY	\$25.00	\$3,288,525
5	Item P-101, Remove and Dispose of 2.5" P-401 and 14" Base	11,511	SY	\$10.00	\$115,110
6	Item P-101, Remove and Dispose of 2" P-401 and 6" Asphalt Stabilized Base	1,286	SY	\$8.00	\$10,288
7	Item P-101, Concrete Spall Repair Including Surface Preparation and Repair Material	1,000	SF	\$20.00	\$20,000
8	Item P-101, Concrete Crack Seal Including Surface Preparation and Repair Material	5,000	LF	\$15.00	\$75,000
9	Item P-101, Rubber Removal	33,189	SY	\$0.85	\$28,211
10	Item P-101, Paint removal	37,444	SF	\$1.50	\$56,166
11	Item P-152, Excavation	45,708	CY	\$6.00	\$274,248
12	Item P-152, Subgrade Preparation under Pavement, 12" thickness	171,662	SY	\$4.00	\$686,648
13	Item P-152, Grading and Topsoiling in Unpaved Areas	8,487	SY	\$1.00	\$8,487
14	Item P-155, Lime Treated Subgrade, excluding lime (6" Thickness)	171,662	SY	\$5.00	\$858,310
15	Item P-155, Lime used in LTSG (@ 5%)	2,414	Ton	\$250.00	\$603,500
16	Item P-156, Temporary Air and Water Pollution, Soil Erosion and Siltation	1	LS	\$70,000.00	\$70,000
17	Item P-209, Crushed Aggregate Base Course, 12" Thickness	7,759	SY	\$20.00	\$155,180
18	Item P-209 or P-304, Crushed Aggregate or Cement Treated Base Course, 6" Thickness	163,904	SY	\$20.00	\$3,278,080
19	Item P-401, Bituminous Surface Course (4" Thickness - 2-2" lifts)	38,104	Ton	\$135.00	\$5,144,040
20	Item P-401, Bituminous Surface Course 3% Bonus	1	LS	\$154,321.20	\$154,321
21	Item P-501, Portland Cement Concrete Pavement, 16" Thickness	163,904	SY	\$75.00	\$12,292,800
22	Item P-501, Portland Cement Concrete Pavement, 6% Bonus	1	LS	\$737,568.00	\$737,568
23	Item P-602, Bituminous Prime Coat, including herbicidal treatment (0.3 gal/sy)	51,499	Gallon	\$6.00	\$308,994
24	Item P-605, Joint Sealing Filler, Clean and Seal Joints	35,535	LF	\$2.00	\$71,070
25	Item P-605, Joint Sealing Filler, Material Used in Sealing Joints	1,777	Gallon	\$20.00	\$35,540
26	Item P-605, Joint sealing filler, clean and seal cracks in existing bituminous pavement	151,360	LF	\$1.75	\$264,880
27	Item P-605, Joint sealing filler, material used in sealing cracks in existing bituminous pavement	15,138	Gallon	\$15.00	\$227,040
28	Item P-609, Emulsified pavement sealer and rejuvenator	78,738	SY	\$2.60	\$204,718
29	Item P-620, Runway and taxiway painting	227,585	SF	\$1.00	\$227,585
30	Item P-620, Preformed thermoplastic airport pavement markings	38,397	SF	\$20.00	\$767,940
31	Item P-621, Saw-Cut Grooving	105,036	SY	\$2.50	\$262,590
32	Item D-705, Perforated underdrain system (including cleanouts)	33,314	LF	\$40.00	\$1,332,560
33	Item D-752, Reinforced concrete headwall for single 6" pipe	18	EA	\$2,500.00	\$45,000
34	Item T-901, Soil Preparation, Seeding and Fertilizing	5	Acre	\$2,500.00	\$12,500
35	Item L-108, Replace Existing Runway Lighting Circuit in Existing Conduit	43,674	LF	\$6.25	\$272,963
36	Item L-108, Replace Existing Taxiway Lighting Cable In New or Existing Conduit including Splice to Existing	14,609	LF	\$6.25	\$91,306
37	Item L-108, Install New Centerline Lighting Circuit in Existing or New Conduit	31,605	LF	\$6.25	\$197,531
38	Item L-108, Install New TDZ Lighting Circuit in New Conduit	24,567	LF	\$6.25	\$153,544
39	Item L-109, Install New 30kW Constant Current Regulator in Existing Vault	1	LS	\$30,000.00	\$30,000
40	Item L-109, Install New 15kW Constant Current Regulator in Existing Vault	1	LS	\$15,000.00	\$15,000
41	Item L-109, Miscellaneous Electrical Vault Modifications	1	LS	\$5,000.00	\$5,000
42	Item L-110, Install 2" Sch 40 PVC conduit including Trench, Install, and	21,803	LF	\$4.00	\$87,212
43	Item L-125, New LED Medium Intensity Taxiway Edge Lights	238	EA	\$900.00	\$214,200
44	Item L-125, Install In-Pavement Lights in Existing CL cans	180	EA	\$700.00	\$126,000
45	Item L-125, Install In-Pavement Lights in new TDZ cans	228	EA	\$1,200.00	\$273,600
46	Item L-125, Replace existing L-862 High Intensity Runway Edge Lights	112	EA	\$1,000.00	\$112,000
47	Item L-125, Replace existing L-862E High Intensity Threshold Lights	16	EA	\$1,200.00	\$19,200
48	Item L-125, Relocate/Install Lighted Signs	12	EA	\$4,000.00	\$48,000
49	Item MC, Nonwoven geotextile interlayer (including anchors)	167,605	SY	\$3.00	\$502,815
50	Item MC, Asphalt Shoulder Repair after Installing Edge Drains (including repair material)	7,203	SY	\$55.00	\$396,165
51	Item MC, Temporarily Displace Threshold	2	EA	\$50,000.00	\$100,000
52	Miscellaneous electrical	1	LS	\$150,000.00	\$150,000
53	Item PAPI-1, Runway 35L PAPI Electrical Service and Grounding	1	LS	\$25,000.00	\$25,000
54	Item PAPI-2, Install FAA Provided L-880 PAPI	1	LS	\$30,000.00	\$30,000
55	Construction Contingency (15%)	1	LS	\$5,723,249.00	\$5,723,249
<b>RUNWAY/TAXIWAY SUBTOTAL</b>					<b>\$43,878,240</b>

<b>RELOCATE PORTION OF PERIMETER ROAD</b>					
A1-1	Item P-140, Contractor Mobilization (8%)	1	LS	\$87,962.24	\$87,962
A1-2	Item P-101, Remove and Dispose of 2" HMAC, 6" Caliche Base	17,699	SY	\$8.00	\$141,592
A1-3	Item P-101, Remove and Dispose of Existing Chain Link Fence	1,844	LF	\$5.00	\$9,220
A1-4	Item P-151, Clearing and Grubbing	31,742	SY	\$2.50	\$79,355
A1-5	Item P-152, Excavation	2,933	CY	\$6.00	\$17,598
A1-6	Item P-152, Embankment	2,933	CY	\$6.00	\$17,598
A1-7	Item P-152, Grading and Subgrade Preparation under Pavement, 6"	17,594	SY	\$4.00	\$70,376
A1-8	Item P-209, Crushed Aggregate Base Course, 12" Thickness	17,594	SY	\$18.00	\$316,692
A1-9	Item P-401, Bituminous Surface Course, 3" thickness	2,929	Ton	\$135.00	\$395,415
A1-10	Item P-620, Pavement Marking	6,332	SF	\$1.00	\$6,332
A1-11	Item F-162, Install New Chain Link Fence with three strands of barbed wire	1,784	LF	\$25.00	\$44,600
A1-12	Item F-162, Install New Manual Swing Gate	1	EA	\$750.00	\$750
A1-13	Item T-901, Soil Preparation, Seeding and Fertilizing	1	Acre	\$2,500.00	\$2,500
A1-14	Construction Contingency (15%)	1	EA	\$178,123.54	\$178,124
<b>PERIMETER ROAD SUBTOTAL</b>					<b>\$1,368,114</b>

<b>PROFESSIONAL SERVICES</b>	
PER	\$492,500
Design	\$2,206,150
Construction Phase Services (Includes RPR and Construction related Engr. Services)	\$2,143,534
Surveying and Construction Testing Services	\$947,886
<b>PROFESSIONAL SERVICES SUBTOTAL</b>	<b>\$5,790,070</b>
<b>RUNWAY/TAXIWAY + PERIMETER ROAD+ PROFESSIONAL SERVICES</b>	<b>\$61,036,424</b>



**LEGEND**

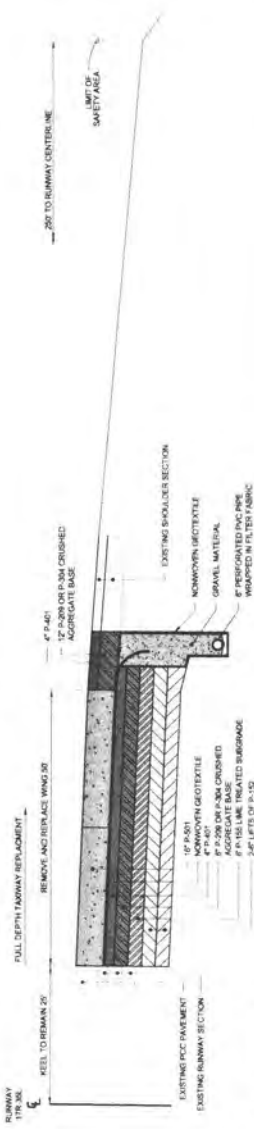
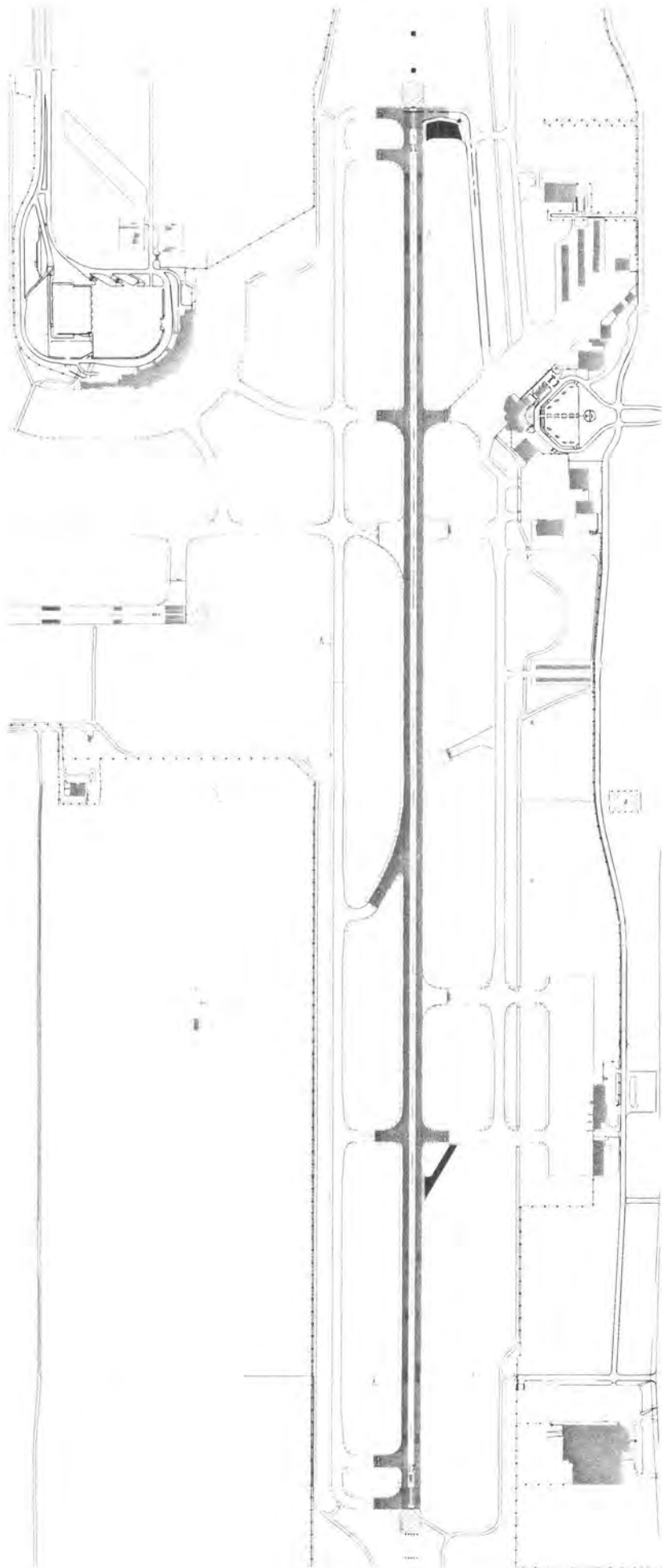
- PROPOSED SERVICE ROAD
- EXISTING SERVICE ROAD
- PROPOSED FENCE
- EXISTING FENCE

**A1** PROPOSED PERIMETER ROAD FLEXIBLE PAVEMENT SECTION  
NO SCALE

**PSC** PARKHILL SMITH & COOPER

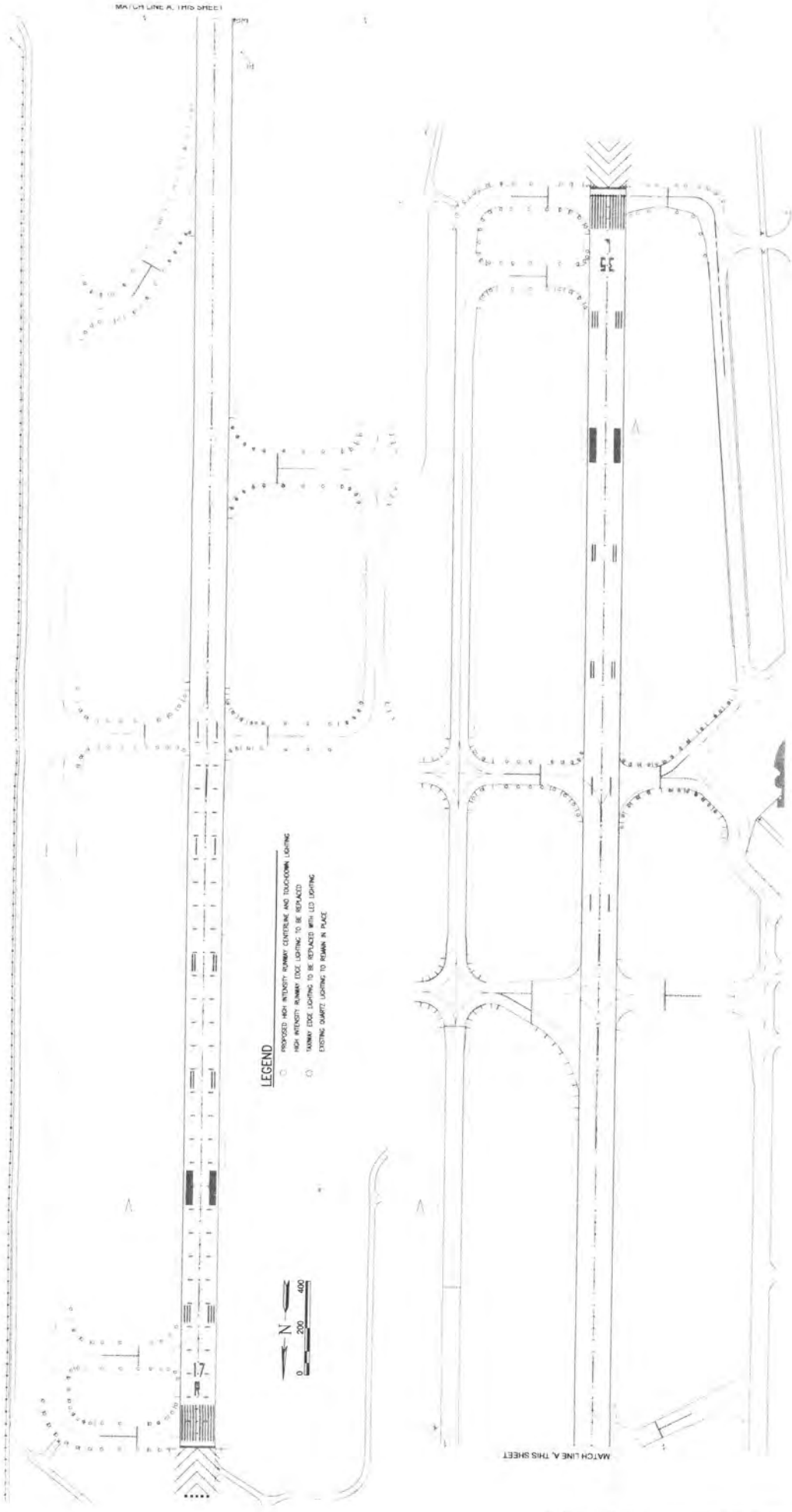
Issue: FEE PROPOSAL Date: DATE  
Project No: 2717.12 Sheet: FIGURE 1

PERIMETER ROAD RELOCATION



**A1** OPTION 1  
NOT TO SCALE

ALTERNATE 4 LAYOUT



**LEGEND**

- PROPOSED HIGH INTENSITY ROADWAY CENTERLINE AND TOUCHDOWN LIGHTING
- HIGH INTENSITY ROADWAY EDGE LIGHTING TO BE REPLACED
- ROADWAY EDGE LIGHTING TO BE REPLACED WITH LED LIGHTING
- EXISTING QUARTER LIGHTING TO REMAIN IN PLACE



**PARKHILL SMITH & COOPER**



Issue: FEE PROPOSAL  
 Project No: 2717.12  
 Date: \_\_\_\_\_  
 Sheet: \_\_\_\_\_  
 DATE  
 FIGURE 3

LIGHTING PLAN

Parkhill, Smith & Cooper, Inc.  
Hourly Rate Schedule  
Current through December 31, 2012

Client: City of Lubbock  
Project: LBB Runway 17R-35L  
Agreement Date: 8/1/12

January 1, 2012

Classification	Hourly Rate
PROFESSIONAL LEVEL VII	\$178.00
Engineer VII	
Architect VII	
Landscape Architect VII	
Interior Designer VII	
PROFESSIONAL LEVEL VI	\$151.00
Engineer VI	
Architect VI	
Landscape Architect VI	
Interior Designer VI	
PROFESSIONAL LEVEL V	\$134.00
Engineer V	
Architect V	
Landscape Architect V	
Interior Designer V	
PROFESSIONAL LEVEL IV	\$116.00
Engineer III, IV	
Architect IV, Intern (Architect) IV	
Landscape Architect IV	
Interior Designer IV	
Technologist IV	
Resident Project Representative IV	
PROFESSIONAL LEVEL III	\$98.00
Engineer I/II	
Architect III, Intern (Architect) III	
Landscape Architect III	
Intern (Landscape Architect) III	
Interior Designer III	
Technologist III	
Resident Project Representative III	
PROFESSIONAL LEVEL II	\$87.00
Intern (Architect) II	
Interior Designer II, Intern (Interiors) II	
Landscape Architect II	
Technologist II	
Resident Project Representative II	
Clerical Supervisor II	

Classification	Hourly Rate
PROFESSIONAL LEVEL I	\$79.00
Intern (Architect) I	
Intern (Interiors) I	
Intern (Landscape Architect) I	
Technologist I	
Resident Project Representative I	
Clerical Supervisor I	
SUPPORT STAFF III	\$76.00
Engineering Technician III, IV	
CADD III, IV	
Administrative Secretary III	
Architect Technician III, IV	
Project Assistant I/II	
SUPPORT STAFF II	\$70.00
Architect Technician I, II	
Engineering Technician I, II	
CADD I, II	
Accounting Clerk I, II	
Administrative Secretary I, II	
Project Assistant EL	
Word Processor I, II	
Receptionist I, II	
File Clerk I	
SUPPORT STAFF I	\$40.00
Architectural Student EL	
Engineering Student EL	
Landscape Architecture Student EL	
Interiors Student EL	
CADD EL	
Accounting Clerk EL	
Word Processor EL	
Receptionist EL	
File Clerk EL	

**Expenses**

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

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

Rate for professional staff for legal proceedings or as expert witnesses will be a rate one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as an expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2012 through December 31, 2012. After December 31, 2012, invoices will reflect the Schedule of Charges currently in effect.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/22/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> CECIL-DUNN INSURANCE AGENCY P. O. BOX 3870 4120 AVENUE Q LUBBOCK TX 79452- INSURED Parkhill, Smith & Cooper Inc. 4222 85th Street Lubbock TX 79423-	<b>CONTACT NAME:</b> PHONE (A.C. No. Ext) (806) 747-3404 FAX (A.C. No) (806) 747-1527 E-MAIL ADDRESS PRODUCER CUSTOMER ID ,Parkhill, Smith & Cooper Inc. INSURER(S) AFFORDING COVERAGE NAIC # INSURER A HARTFORD INSURANCE 29424 INSURER B HARTFORD UNDERWRITERS 30104 INSURER C INSURER D INSURER E INSURER F
---	--

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	Y	460UN110383	09/30/2011	09/30/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
	X COMMERCIAL GENERAL LIABILITY				/ /	/ /		
	CLAIMS-MADE X OCCUR				/ /	/ /		
	GEN'L AGGREGATE LIMIT APPLIES PER				/ /	/ /		
	POLICY X PROJ				/ /	/ /		
	LOC				/ /	/ /		
A	AUTOMOBILE LIABILITY	Y	Y	460UN110383	09/30/2011	09/30/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$	
	ANY AUTO				/ /	/ /		
	X ALL OWNED AUTOS				/ /	/ /		
	SCHEDULED AUTOS				/ /	/ /		
	X HIRED AUTOS			\$250 Deductible - Comp	/ /	/ /		
	X NON-OWNED AUTOS			\$250 Deductible - Coll	/ /	/ /		
	X Leased				/ /	/ /		
A	UMBRELLA LIAB	X	OCCUR	Y	Y	09/30/2011	09/30/2012	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
	X EXCESS LIAB		CLAIMS-MADE			/ /	/ /	
	DEDUCTIBLE				/ /	/ /		
	X RETENTION \$			10,000	/ /	/ /		
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y		46WENW3354	09/30/2011	09/30/2012	WC STATUTORY LIMITS X OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE EA EMPLOYEE \$ 1,000,000 EL DISEASE POLICY LIMIT \$ 1,000,000	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N N/A	/ /	/ /		
					/ /	/ /		
					/ /	/ /		

DESCRIPTION OF OPERATIONS : LOCATIONS : VEHICLES (Attach ACORD 101. Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b> ( ) - ( ) -	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/10/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

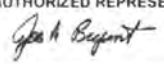
<b>PRODUCER</b> McLaughlin Brunson Insurance Agency, LLP 6600 LBJ Freeway, Suite 220  Dallas TX 75240	<b>CONTACT NAME:</b> Joseph A Bryant <b>PHONE (A/C, No, Ext):</b> (214) 503-1212 <b>E-MAIL ADDRESS:</b>  <b>FAX (A/C, No):</b> (214) 503-8899  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> XL Specialty Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> Parkhill, Smith & Cooper, Inc.  4222 85th St.  Lubbock TX 79423	<b>NAIC #</b> 37885

**COVERAGES** **CERTIFICATE NUMBER:** Cert ID 13604 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMPI/OP AGG \$
	POLICY PROJECT LOC						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS	SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	HIRED AUTOS	NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	EXCESS LIAB	OCCUR					AGGREGATE \$
	DED RETENTION \$	CLAIMS-MADE					\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS OTH. ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	Y/N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A				E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	N	Y	DPR9698311	1/10/2012	1/10/2013	Per Claim/ \$ 2,000,000 Annual Aggregate \$ 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 The claims made professional liability coverage is the total aggregate limit for all claims presented within the policy period and is subject to a deductible.

<b>CERTIFICATE HOLDER</b>  Master Certificate	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
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**City of Lubbock, TX  
Capital Project  
Project Cost Detail  
September 13, 2012**

Capital Project Number: 92285  
 Capital Project Name: Runway 17R/35L Rehab Design

	<b>Budget</b>
<i>Encumbered/Expended</i>	\$ -
<i>Agenda Items September 13, 2012</i>	
Parkhill Smith and Cooper	2,206,150
<b><i>Encumbered/Expended To Date</i></b>	<b>2,206,150</b>
<i>Estimated Costs for Remaining Appropriation</i>	
Design	1,808,449
<b><i>Remaining Appropriation</i></b>	<b>1,808,449</b>
<b>Total Appropriation</b>	<b>\$ 4,014,599</b>

Managing Department **Aviation Oper - Field Maint**

Project Manager **Kelly Campbell**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



*Project Scope*

Design for the rehabilitation of Runway 17R/35L.

*Project Justification*

Runway 17R/35L are more than 30 years old and are showing signs of fatigue. Runway 17R/35L must be maintained to meet FAA requirements and to avoid disruption to air service. The perimeter road north of Runway 17R must be relocated to allow for the future expansion of Taxiway L. Design services performed simultaneously with the runway rehabilitation saves time and money.

*Project History*

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	
Design and Engineering	0	4,014,599	0	0	0	0	0	4,014,599
<b>Total Project Appropriation</b>	<b>0</b>	<b>4,014,599</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,014,599</b>

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	
Federal Grant Funding	0	3,613,139	0	0	0	0	0	3,613,139
FY 2011 PFC Revenue CO's	0	401,460	0	0	0	0	0	401,460
<b>Total Funding Sources</b>	<b>0</b>	<b>4,014,599</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,014,599</b>



**Regular City Council Meeting**

**5. 12.**

**Meeting Date:** 09/13/2012

---

**Information**

**Agenda Item**

**Contract Resolution - Solid Waste:** Consider a resolution authorizing the Mayor to execute contract 10670 with Environmental Industries, LP., for household hazardous waste disposal, BID 12-10670-CI.

**Item Summary**

This contract establishes unit pricing for the proper categorization, packaging, transporting and disposal of household hazardous waste (HHW) collected from residents through the City's HHW drop-off program at the 1631 84th Street facility. Project activities, i.e., training, categorization, packaging, transporting and disposal, will be in accordance with all local, state, and federal laws applicable to the collection and disposal of hazardous waste materials.

Bids were received by the following companies:

Environmental Industries, LP, of Dallas, TX  
PSC Environmental Industries, LLC, of Houston, TX  
Curie Environmental Services of Albuquerque, NM  
Green Planet, Inc., of Royse City, TX  
Veolia Environmental Services of Baytown, TX

A bid tabulation is provided.

The contract is awarded by unit price for each item on an all-or-none basis. The total amount of the award is 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. The term is for one-year with an option to renew for four additional one-year periods.

Staff recommends contract award to the lowest bidder, Environmental Industries, LP., of Dallas, Texas for \$95,545.

**Fiscal Impact**

Funds are allocated in the Operating Budget for Cost Center 5519 with approximately \$95,545 to be spent within a five year period.

**Staff/Board Recommending**

Scott Snider, Assistant City Manager, Community Services

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**Attachments**

Resolution & Contract - Solid Waste

Bid Tabulation - Solid Waste

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. 10670 for household hazardous waste disposal-annual pricing, by and between the City of Lubbock and Environmental Industries, LP of Dallas, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

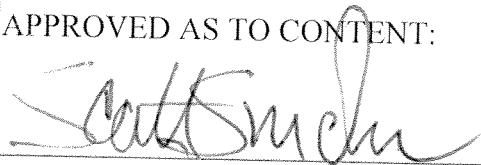
Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

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

APPROVED AS TO CONTENT:



\_\_\_\_\_  
Scott Snider, Assistant City Manager  
Community Services

APPROVED AS TO FORM:



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

vw:ccdcs/RES.Contract-Environmental Industries, LP  
August 14, 2012

**CITY OF LUBBOCK, TX  
CONTRACT FOR SERVICES  
FOR HOUSEHOLD HAZARDOUS WASTE DISPOSAL – ANNUAL PRICING**

**THIS CONTRACT** made and entered into this 13th day of September, 2012, by and between the City of Lubbock ("City"), and Environmental Industries, LP, ("Contractor").

**WITNESSETH:**

WHEREAS, the City of Lubbock duly advertised for bids for Household Hazardous Waste Disposal – Annual Pricing 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 Household Hazardous Waste Disposal – Annual Pricing.

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

1. In accordance with City's general conditions and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Household Hazardous Waste Disposal – Annual Pricing and more specifically referred to as Items 1 – 69 on the bid submitted by the Contractor or in the specifications attached hereto.
2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.
3. The Contractor shall perform the work according to the procedures outlined in the Bid Form General Conditions, and Specifications attached hereto. The contract shall be for a term of one (1) year, with the option of four (4), one (1) 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:

<u><b>TYPE</b></u>	<u><b>AMOUNT</b></u>
<b>General Liability</b>	
Commercial General Liability	\$1,000,000
General Aggregate	
Per Occurrence	
Endorsements	
Products-Comp/ Op AGG	
Personal & Adv. Injury	
Contractual Liability	
 <b>Automotive Liability</b>	
Combined Single Limit	\$1,000,000
Any Auto	
 <b>Workers Compensation</b>	Statutory Amounts
 <b>Pollution Coverage</b>	\$1,000,000

**The City of Lubbock shall be named as additional insured on Auto/General Liability, to include products of completed operations endorsement, 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. This Contract consists of the following documents set forth herein; Invitation to Bid No. 12-10670-CI, 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.

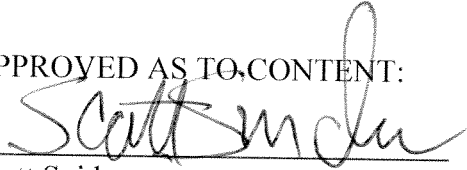
CITY OF LUBBOCK

\_\_\_\_\_  
Glen C. Robertson, Mayor


ATTEST:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Scott Snider  
Assistant City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Assistant City Attorney

CONTRACTOR

  
BY \_\_\_\_\_  
Authorized Representative

DUSTY CANNON  
\_\_\_\_\_  
Print Name

8801 GONZALES ROAD  
\_\_\_\_\_  
Address

Dallas TX 75247  
\_\_\_\_\_  
City, State, Zip Code

**CATEGORIZATION, PACKAGING, MANIFESTING, TRANSPORTING  
AND DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE**

**1.0 SCOPE**

- 1.1 The successful bidder (hereinafter referred to as “Contractor”) will provide, as economically as possible the categorization, packaging, and disposal of household hazardous waste for the City of Lubbock, Texas, as set forth herein. These specifications are the minimum requirements for this activity and until revised or rescinded shall apply to each future use of the service described herein.
- 1.2 Pickups shall be on a quarterly basis or as needed, and the number of drums shipped per quarter will vary. The use of a Straight Truck or a Semi-Truck will be at the Contractor’s discretion.
- 1.3 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.
- 1.4 The categorization, packaging, and manifesting will normally take place at the Southside Citizen Convenience Station which is located at 1631 84<sup>th</sup> Street, Lubbock, Texas.
- 1.5 City of Lubbock employees will perform the collection process for household hazardous waste. Waste will be stored on-site for categorization, packaging, and manifesting by the Contractor at a later date.
- 1.6 The successful bidder shall provide all services, supervision, training, oversight etc., necessary to ensure that the categorization, packaging, manifesting, transporting and disposal of all hazardous materials is performed in accordance with all Local, State and Federal Laws applicable to the collection and disposal of hazardous waste materials. All Materials must go to a Hazardous Waste Landfill or an EPA Permitted TSDf for final disposal.

**2.0 APPLICABLE SPECIFICATIONS**

- 2.1 Contractor shall maintain all required insurance, Federal and State permits for transportation and disposal, facility inspection plans and records, and comply with requirements of the Texas Administrative Code, Code of Federal Regulations, and any other Federal, State, and local regulations associated with the categorization, packaging, manifesting, transporting, and disposal of household hazardous waste, throughout the term of the Contract.
- 2.2 All disposal sites utilized by the Contractor under the terms and conditions of this Contract shall be licensed by the Environmental Protection Agency (EPA).
- 2.3 Contractor shall maintain a current EPA identification number and current registration with the Texas Commission on Environmental Quality (TCEQ) throughout the term of the Contract.
- 2.4 Contractor will be responsible for delivering to the City complete documentation that is required by law to be retained by the City for record.

**3.0 GENERATOR STATUS AND ACCEPTANCE FOR DISPOSAL**

- 3.1 The Contractor shall, at the time of shipment, be deemed to be the “generator”, for the purpose of Texas and Federal laws and regulations, of all materials accepted by the Contractor at the Southside citizen convenience station.
- 3.2 The Contractor shall be, and shall remain, liable in accordance with applicable law for all damages caused by Contractor’s negligent performance of any of the services furnished pursuant to this agreement, except for errors, omissions, or other deficiencies solely attributable to the City, City furnished data, or a third party.

**4.0 SCOPE OF WORK**

- 4.1 The Contractor shall be responsible for furnishing all equipment, material, and labor required to categorize package, manifest, transport, and dispose of household hazardous waste collected at the Southside Citizen Convenience Station. The Contractor shall be responsible for all costs included in the handling and disposal of all generated waste. All Materials must go to an EPA Permitted TSDf for final disposal.

**4.1.1 EXAMPLES OF HOUSEHOLD HAZARDOUS WASTE LIST:**

**HOUSEHOLD PRODUCTS**

- Ammonia-based cleaners
- Drain cleaners
- Fire extinguishers
- Floor care products
- Fluorescent bulbs
- Furniture polish
- Insect sprays
- Metal polish with solvent
- Oven cleaner
- Window Cleaners

**PRODUCTS COMMONLY FOUND IN GARAGE**

- Aerosol spray paint
- Car was and metal polish with solvent
- Diesel fuel
- Gasoline
- Kerosene
- Latex paint
- Lighter fluid
- Oil based paints
- Paint strippers and thinners
- Primers
- Propane tanks
- Turpentine
- Used automotive fluids
- Varnish
- Wood Preservatives

**GARDEN PRODUCTS**

- Fertilizer
- Fungicides
- Herbicides
- Pesticides

**POOL CHEMICALS**

Alkaline additives  
Pool Chlorine  
Muriatic acid  
Pool cleaners  
Shock treatments

**OTHER HHW PRODUCTS**

Illegally-dumped HHW  
Radioactive  
Explosives  
Biomedical

**DISPOSAL CATEGORIES:**

Fuel blend  
Incineration  
Treatment (acid or base)  
Hazardous waste

**Acceptance of**

- 4.2 The Contractor shall assume all liability from the time work begins until final disposition, including but not limited to handling at the collection facility and transportation to an EPA approved disposal site.
- 4.3 The Contractor shall categorize, securely package, and manifest waste collected at the facility on a quarterly basis, or as needed, at times and dates mutually agreed upon in writing by both the Contractor and the City.
- 4.4 The Contractor shall meet with City staff and volunteer workforce prior to commencement of the contract to further determine program administration, detailed program planning, identification of tasks, and required scheduling to accomplish the program task.
- 4.5 The Contractor shall assist the Department Head in identifying tasks which can be performed by City personnel and volunteer workforce, with or without direction from the Contractor's professional staff. It is the City's intent to perform as many of the identified tasks as its available manpower will allow.
- 4.6 The Contractor shall conduct training of City personnel and volunteer workforce with regard to packaging and manifesting regulations and tasks. Such training shall occur during waste removal operations and during packaging and manifesting periods.
- 4.7 **Safety**
- 4.7.1 The Contractor and Department Head shall monitor the personal safety of their respective personnel within the work area. All operations shall be performed in a safe manner in accordance with Federal and State regulations.
- 4.7.2 The Contractor shall ensure that its personnel involved in this program are trained for the level of expertise required for the proper performance of the task and in particular, in the areas of chemical incompatibility, spill prevention, containment and clean-up, and general first aid procedures.
- 4.7.3 The Contractor shall provide its staff with appropriate personal protective equipment (PPE) to ensure their safety while handling household hazardous waste.

- 4.7.4 The Contractor shall have in place a medical surveillance program for personnel involved in the direct handling of and/or exposure to chemical waste, and the means to detect and correct job related injury conditions.
- 4.7.5 Contractor and City personnel are required to follow basic protection guidelines that include but are not limited to the following
- a. Wearing of work uniform, safety glasses, chemical gloves, and safety shoes.
  - b. Lab packing of chemical waste shall require the same level of protective clothing with the addition of a protective over suit.
  - c. An individual air-purifying respirator, equipped with organic vapor/acid gas/high efficiency combination cartridges, shall be available within reach of all personnel.
  - d. Segregation and packaging of liquid waste shall require Tyvek coveralls/apron, chemical gloves, and safety boots/shoes. Respiratory protection, chemical goggles and face shield (if not using a full face respirator) may be required by the Facility Manager or Contractor's Project Manager.
- 4.7.6 The City Department Head and the Contractor's Project Manager may upgrade or downgrade personal protective equipment requirements depending on associated hazards and weather conditions.

4.8 **Spill Contingency Plan**

- 4.8.1 The Contractor will provide all spill control measures which are necessary to control any type of spill.
- 4.8.2 The Contractor shall be totally responsible for the cleanup and any associated costs of any spill as a result of its activities at the pickup site, during transportation, at a storage location, or at the disposal facility. The City reserves the right to verify costs and quality of any such cleanup required of the Contractor in performing tasks under the terms and conditions of the agreement.
- 4.8.3 The Solid Waste Manager is responsible for activating the City's Emergency Plan. Under emergency conditions, the Contractor's Project Manager will support and advise the Solid Waste Manager. Emergency response guidelines include but shall not be limited to
- a. Worker Related
    - (1) Contractor Project Manager and any other trained Contractor personnel shall render minor first aid in situations of injury and exposure.
    - (2) In situations of inhalation of a toxic compound, the affected individual (s) shall be removed to fresh air and transported to an emergency medical facility, and other personnel will be evacuated if necessary. An ambulance shall be contacted and site personnel shall continue first aid treatment until medical personnel arrive.
  - b. Waste Related
    - (1) Waste related incidents shall include but not limited to spill, fire, explosion, chemical reaction or release of toxic gasses or vapors.

- (2) In a waste related incident, the Solid Waste Manager shall be responsible for assessing the situation and shall initiate action.
- (3) The site will be restricted to emergency responders, Contractor, and City personnel who are directly related to work within the Southside Citizen Convenience Station.
- (4) The Solid Waste Manager will notify the required state emergency agencies.

**4.9 General Site Rules**

- 4.9.1 Eating, drinking, and smoking are strictly prohibited in the Southside Citizen Convenience Station.
- 4.9.2 All atmosphere supplied respiratory devices must meet all the requirements of the specifications for Grade D breathing air as described in the Compressed Gas Association Commodity Specification G-7 1-1966.
- 4.9.3 No person will be assigned to a task that requires the use of respiratory protection, until they are trained and determined to be physically capable of using such devices.
- 4.9.4 Beards, facial hair, and sideburns (which may interfere with respirator sealing) are prohibited for all personnel using respiratory protection. (Contractor, City personnel, visitors, volunteers, and State and Federal representatives).
- 4.9.5 The Solid Waste Manager shall have the authority to remove anyone from the site, and prohibit reentry should the Solid Waste Manager or Contractor determine that the person threatens site safety and/or security.
- 4.9.6 The Southside Citizen Convenience Station will be closed to public participation during the packaging and loading of hazardous waste.

**4.10 Collection Procedures**

- 4.10.1 The City shall be responsible for collecting and accepting household hazardous waste unless prohibited by law.
- 4.10.2 The Contractor shall submit a list of materials or classes of materials, if any, which will not be accepted for disposal, and shall describe procedures to be used to determine whether material will be accepted for disposal.

**4.11 Waste Determination and Identification**

- 4.11.1 The Contractor shall adequately classify and segregate waste for proper transportation and disposal.
- 4.11.2 The Contractor shall test waste, or have it tested, to the extent necessary for packing and transport according to United States Department of Transportation (DOT) hazard classes and disposal requirements, and shall provide equipment that will be used on site to identify or categorize waste or to sample waste for subsequent appropriate disposal.

**4.12 Provisions for Shipping Containers**

The Contractor shall provide all containers and packing necessary for the shipping of hazardous waste. Such containers and packaging shall meet disposal requirements and all applicable Federal and State regulations.

**4.13 Other Pre-shipment tasks**

The Contractor shall utilize an inventory control system that ensures proper record keeping and manifesting of hazardous waste shipments. Preparation of waste for shipment shall be in accordance with applicable DOT regulations regarding packaging, labeling, marking and placarding.

**4.14 Preparation of Materials for Transport**

**4.14.1** The Contractor shall supply all necessary technical personnel, labor, equipment, and materials to properly categorize, package, mark, label, and load for transport the materials at the collection facility.

**4.14.2** The Contractor shall check each container of waste for proper labeling and identification. If the container is properly identified, the material shall be segregated according to hazard class and prepared for packaging. If the container does not have adequate labeling to permit identification, it will be identified by appropriate and available analytical means. If the material is not identifiable, the City will store the waste for subsequent identification and appropriate disposal by the Contractor.

**4.14.3** Once the waste is properly identified, the Contractor shall recheck the waste for compatibility, list contents on the drum container sheets, and pack waste into drums.

**4.14.4** All drums shall be packed according to EPA and DOT guidelines for the proper transportation, storage, and disposal of hazardous waste. All bottles, bags, or boxes received must be closed and bound with a steel band and bolt, or placed in sealed, lightweight, inert absorbent sufficient to contain the entire volume of waste. DOT shipping information, hazard labels, EPA codes, and a packing slip shall be put on the drum, and the drums given a specific Contractor code number.

**4.14.5** Properly packaged, labeled, and manifested drums shall be placed in a trailer for storage prior to transportation to a licensed storage facility. The load shall be transported by trucks that are fully permitted for the transportation of hazardous waste. Shipments must proceed directly to licensed storage facilities or federally permitted hazardous waste disposal sites.

**4.15 Manifests**

The Contractor shall provide the City with copies of all shipping manifests prior to any shipment leaving the Southside Citizen Convenience Station.

**4.16 Equipment**

The Contractor shall provide the following

- (1) Tractor-trailer or additional trailers as needed to meet the demand.
- (2) All packing materials and supplies
- (3) Polyethylene liners when needed
- (4) Special safety equipment and gear as deemed necessary by the Contractor to meet with this specification.
- (5) Special emergency spill response supplies as deemed appropriate and necessary by the Contractor.

- (6) Air packs.

**5.0 Acceptance of work**

Letters or Certificate of Disposal, demonstrating proper disposal of hazardous waste manifested under this specification shall be provided to the City of Lubbock, Attn: Penny Morin, Solid Waste Services Dept., P.O. Box 2000, Lubbock, TX 79457. This documentation shall be provided within 35 days of the date of waste being manifested.

**6.0 Additional requirements**

- 6.1 The Contractor shall allow City personnel and/or agents to visit and inspect all disposal facilities.
- 6.2 The Contractor shall not have substantial performance problems or unresolved litigation regarding hazardous waste collection, categorization, packing, manifesting, transportation, and disposal during the past ten (10) years.

**7.0 Fees and payments**

- 7.1 Invoices shall be submitted in accordance with the unit prices and disposal requirements specified in this agreement.
- 7.2 Each invoice shall be payable pending submission of Letter (s) or Certificate (s) of Disposal to the City as specified in Section 5.0 of this agreement.

**8.0 Program review**

- 8.1 During the term of this agreement, a program review with City representatives and the Contractor shall be held once within each twelve (12) month period. This review shall take place no later than thirty (30) days prior to the anniversary date of commencement.
- 8.2 Both parties will be given the opportunity to address specifications conformance, market conditions, and other factors affecting the household hazardous waste industry.

**9.0 Omissions**

It is the intention of this specification to acquire complete categorization, packaging, manifesting, transportation and disposal services for household hazardous waste for the City of Lubbock, TX. Any services omitted from this specification which are necessary for the complete operation of this service shall be considered a requirement although not directly specified, identified, or called for in the specification.

**10.0 Bid Award**

Bid will be awarded based on availability of funding.

**11.0 Summary of Services**

- 11.1 Bidders shall provide a brief executive summary of services to be performed under this bid request. It is the City's intention to contract with a company that offers services in the most economical manner possible and comply with all the necessary Local, State and Federal Laws applicable to Household Hazardous Waste Disposal.

**12.0 Site Inspection**

Bidder is responsible for inspection of the worksite and be familiar with working conditions.

**13.0 Term of Contract**

The terms of the bid will be for one year with the option to renew annually for up to four (4) additional years upon mutual written agreement of both parties.

**BID FORM**  
**City of Lubbock, Texas**  
**ITB No. 12-10670-CI**

In compliance with the **Invitation to Bid 12-10670-CI**, 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 **12-10670-CI** is by reference incorporated in this contract. The Bid Form **must be completed** in blue or black ink or by typewriter.

ITEM	QTY (+/-)	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST
1.	4	Quarterly	Fuel Blend: Standard 55-gallon Drum: Liquid (per drum)	75 <sup>00</sup>	\$ 300 <sup>00</sup>
2.	4	Quarterly	Fuel Blend: Standard 55-gallon Drum: Solid (per drum)	250 <sup>00</sup>	1000 <sup>00</sup>
3.	4	Quarterly	Incineration: Standard 55-gallon Drum: Liquid (per drum)	75 <sup>00</sup>	300 <sup>00</sup>
4.	4	Quarterly	Incineration: Standard 55-gallon Drum: Solid (per drum)	100 <sup>00</sup>	400 <sup>00</sup>
5.	4	Quarterly	Treatment (Acid or Base): Standard 55-gallon Drum: Bulk (per drum)	150 <sup>00</sup>	600 <sup>00</sup>
6.	4	Quarterly	Hazardous Waste Landfill: Standard 55-gallon Drum: Bulk (per drum)	125 <sup>00</sup>	500 <sup>00</sup>
7.	4	Quarterly	Hazardous Waste Landfill: Standard 55-gallon Drum: Lab Pack/loose pack (per drum)	125 <sup>00</sup>	500 <sup>00</sup>
8.	4	Quarterly	Fuel Blend Lab Pack: 30-gallon Drum: Liquid (per drum)	75 <sup>00</sup>	300 <sup>00</sup>
9.	4	Quarterly	Fuel Blend Lab Pack: 30-gallon Drum: Solid (per drum)	75 <sup>00</sup>	300 <sup>00</sup>
10.	4	Quarterly	Fuel Blend Lab Pack: 55-gallon Drum: Liquid (per drum)	85 <sup>00</sup>	340 <sup>00</sup>
11.	4	Quarterly	Incineration: 30-gallon Drum: Liquid (per drum)	85 <sup>00</sup>	340 <sup>00</sup>
12.	4	Quarterly	Incineration: 30-gallon Drum: Solid (per drum)	85 <sup>00</sup>	340 <sup>00</sup>
13.	4	Quarterly	Incineration (Toxic Organic): 15-gallon Drum: Liquid (per drum)	85 <sup>00</sup>	340 <sup>00</sup>
14.	4	Quarterly	Incineration (Toxic Organic): 15-gallon Drum: Solid (per drum)	85 <sup>00</sup>	340 <sup>00</sup>
15.	4	Quarterly	Treatment (Acid or Base): 30-gallon Drum: Liquid (per drum)	100 <sup>00</sup>	400 <sup>00</sup>
16.	4	Quarterly	Treatment (Acid or Base): 30-gallon Drum: Solid (per drum)	100 <sup>00</sup>	400 <sup>00</sup>
17.	4	Quarterly	Hazardous Waste Landfill: 30-gallon Drum: Liquid (per drum)	85 <sup>00</sup>	340 <sup>00</sup>
18.	4	Quarterly	Hazardous Waste Landfill: 30-gallon Drum: Solid (per drum)	85 <sup>00</sup>	340 <sup>00</sup>

ITB 12-10670-CI, Household Hazardous Waste Disposal – Annual Pricing

ITEM	QTY (+/-)	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST
19.	4	Quarterly	Fuel Blend Lab Pack: 5-gallon Drum: Liquid (per drum)	35 <sup>00</sup>	\$ 140 <sup>00</sup>
20.	4	Quarterly	Fuel Blend Lab Pack: 5-gallon Drum: Solid (per drum)	35 <sup>00</sup>	140 <sup>00</sup>
21.	4	Quarterly	Incineration Lab Pack: 5-gallon Drum: Liquid (per drum)	60 <sup>00</sup>	240 <sup>00</sup>
22.	4	Quarterly	Incineration Lab Pack: 5-gallon Drum: Solid (per drum)	60 <sup>00</sup>	240 <sup>00</sup>
23.	4	Quarterly	Incineration: 5-gallon Drum: Liquid (per drum)	60 <sup>00</sup>	240 <sup>00</sup>
24.	4	Quarterly	Incineration: 5-gallon Drum: Solid (per drum)	60 <sup>00</sup>	240 <sup>00</sup>
25.	4	Quarterly	Treatment (Acid or Base): 5-gallon Drum: Liquid (per drum)	60 <sup>00</sup>	240 <sup>00</sup>
26.	4	Quarterly	Treatment (Acid or Base): 5-gallon Drum: Solid (per drum)	60 <sup>00</sup>	240 <sup>00</sup>
27.	4	Quarterly	Treatment Lab Pack (Acid or Base): 5-gallon Drum: Liquid (per drum)	60 <sup>00</sup>	240 <sup>00</sup>
28.	4	Quarterly	Treatment Lab Pack (Acid or Base): 5-gallon Drum: Solid (per drum)	60 <sup>00</sup>	240 <sup>00</sup>
29.	4	Quarterly	Hazardous Waste Landfill: 5-gallon Drum: Liquid (per drum)	50 <sup>00</sup>	200 <sup>00</sup>
30.	4	Quarterly	Hazardous Waste Landfill: 5-gallon Drum: Solid (per drum)	50 <sup>00</sup>	200 <sup>00</sup>
31.	4	Quarterly	Hazardous Waste Landfill Lab Pack: 5-gallon Drum: Liquid (per drum)	50 <sup>00</sup>	200 <sup>00</sup>
32.	4	Quarterly	Hazardous Waste Landfill Lab Pack: 5-gallon Drum: Solid (per drum)	50 <sup>00</sup>	200 <sup>00</sup>
33.	2	Quarterly	Non-hazardous misc. Solids 30-Gallon Drum	55 <sup>00</sup>	110 <sup>00</sup>
34.	2	Quarterly	Non-hazardous misc. Solids 55-Gallon Drum	65 <sup>00</sup>	130 <sup>00</sup>
35.	2	Quarterly	Non-hazardous misc. Liquids 5 Gallon Drum	25 <sup>00</sup>	50 <sup>00</sup>
36.	2	Quarterly	Non-hazardous misc. Liquids 55 Gallon Drum	65 <sup>00</sup>	130 <sup>00</sup>
37.	2	Quarterly	Flammable Solids Lab Pack: 15-gallon Drum	65 <sup>00</sup>	130 <sup>00</sup>
38.	2	Quarterly	Flammable Liquids Lab Pack: 15-gallon Drum	65 <sup>00</sup>	130 <sup>00</sup>
39.	2	Quarterly	Flammable Aerosols 15-Gallon Drum	85 <sup>00</sup>	170 <sup>00</sup>
40.	2	Quarterly	Non-Flammable Aerosols 15 Gallon Drum	85 <sup>00</sup>	170 <sup>00</sup>
41.	2	Quarterly	Cylinders (Propane, Refrigerant Gases) Small Cylinders	35 <sup>00</sup>	70 <sup>00</sup>
42.	2	Quarterly	Cylinders (Propane, Refrigerant Gases) Medium Cylinders	55 <sup>00</sup>	110 <sup>00</sup>
43.	2	Quarterly	Cylinders (Propane, Refrigerant Gases) Large Cylinders	75 <sup>00</sup>	150 <sup>00</sup>

TTB 12-10670-CI, Household Hazardous Waste Disposal – Annual Pricing

ITEM	QTY (+/-)	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST
44.	2	Quarterly	Paint Related Materials (per gallon)	* 1 <sup>50</sup> gallon	\$ 3 <sup>00</sup> gallon
45.	2	Quarterly	Paint Related Materials (per Cubic Yard Box)	350 <sup>00</sup>	700 <sup>00</sup>
46.	1	Quarterly	Pesticide Solid (Toxic) 15-Gallon Drum	85 <sup>00</sup>	85 <sup>00</sup>
47.	1	Quarterly	Pesticide Solid (Toxic) 30-Gallon Drum	85 <sup>00</sup>	85 <sup>00</sup>
48.	1	Quarterly	Pesticide Solid (Toxic) 55-Gallon Drum	120 <sup>00</sup>	120 <sup>00</sup>
49.	1	Quarterly	Pesticide Liquid (Toxic) 15 Gallon Drum	85 <sup>00</sup>	85 <sup>00</sup>
50.	1	Quarterly	Pesticide Liquid (Toxic) 30 Gallon Drum	85 <sup>00</sup>	85 <sup>00</sup>
51.	1	Quarterly	Pesticide Liquid (Toxic) 55 Gallon Drum	120 <sup>00</sup>	120 <sup>00</sup>
52.	4	Quarterly	Lamp Boxes Fluorescent Lamps: (Per Linear Foot)	.20 per foot	.80
53.	5	Pound	Metallic Mercury Cost per Pound	15 lb	75 <sup>00</sup>
54.	1	Each	15-Gallon Drum (per each) Poly	50 <sup>00</sup>	50 <sup>00</sup>
55.	11	Each	30-Gallon Drum (per each) Poly	55 <sup>00</sup>	605 <sup>00</sup>
56.	1	Each	55-Gallon Drum (per each) Poly	55 <sup>00</sup>	55 <sup>00</sup>
57.	1	Each	5-Gallon Drum (per each)	10 <sup>00</sup>	10 <sup>00</sup>
58.	1	Each	Cubic Yard Boxes – DOT	75 <sup>00</sup>	75 <sup>00</sup>
59.	1	Each	15-Gallon Poly Open Top Drums	50 <sup>00</sup>	50 <sup>00</sup>
60.	1	Each	15-Gallon Poly Closed Top Drums	50 <sup>00</sup>	50 <sup>00</sup>
61.	1	Each	20-Gallon Fiber Open Top Drums	30 <sup>00</sup>	30 <sup>00</sup>
62.	1	Each	55-Gallon Steel Open Top Drums	40 <sup>00</sup>	40 <sup>00</sup>
63.	1	Each	Nickel-Cadmium Batteries: 5-Gallon Drum	80 <sup>00</sup>	80 <sup>00</sup>
64.	1	Each	Nickel-Cadmium Batteries: 15-Gallon Drum	230 <sup>00</sup>	230 <sup>00</sup>
65.	1	Each	Nickel-Cadmium Batteries: 30-Gallon Drum	350 <sup>00</sup>	350 <sup>00</sup>
66.	2	Hour	Staff Costs: Project Manager (PER HOUR)	45 <sup>00</sup>	90 <sup>00</sup>
67.	1	Hour	Staff Costs: Field Chemist (PER HOUR)	65 <sup>00</sup>	65 <sup>00</sup>
68.	6	Hour	Staff Costs: Environmental Technician (PER HOUR)	40 <sup>00</sup>	240 <sup>00</sup>
69.	4	Quarterly	Quarterly Cleanout Mobilization	1000 <sup>00</sup>	4000 <sup>00</sup>
<b>TOTAL BASE BID (ITEMS 1 – 69)</b>					\$ 19,108 <sup>80</sup>

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 2/1A %, net    calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

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

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

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

YES   X   NO           

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

THIS BID IS SUBMITTED BY ENVIRONMENTAL WASTES, LP 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: ENVIRONMENTAL WASTES, LP  
 Address: 5801 GARDENALS ROAD  
 City: DALLAS State: TX Zip: 75247

Bidder acknowledges receipt of the following addenda:

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

M/WBE Firm:

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

By  Date: 7-23-12  
 Authorized Representative - must sign by hand

Officer Name and Title: CHRIS COWMAN PRESIDENT  
 Please Print

Business Telephone Number 972-390-9899 FAX: 972-943-9829

E-mail Address: COWMAN@EIWASTE.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 \$25,000):	_____ 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  
Solid Waste - Recycling  
Bid Tabulation  
September 13, 2012**

ITB 12-10670-CI

Household Hazardous Waste Disposal

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended Cost
1	4	QTR	Fuel Blend: Standard 55-gallon drum: Liquid (per drum)			
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>75</b>	<b>\$ 300</b>
			PSC Environmental Services, LLC	Houston, TX	90	360
			Green Planet, Inc.	Royse City, TX	100	400
			Veolia Environmental Services	Baytown, TX	100	400
			Curie Environmental Services	Albuquerque, NM	150	600
2	4	QTR	Fuel Blend: Standard 55-gallon drum: Solid (per drum)			
			PSC Environmental Services, LLC	Houston, TX	140	560
			Curie Environmental Services	Albuquerque, NM	200	800
			Green Planet, Inc.	Royse City, TX	200	800
			Veolia Environmental Services	Baytown, TX	225	900
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>250</b>	<b>1,000</b>
3	4	QTR	Incineration: Standard 55-gallon drum: Liquid (per drum)			
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>75</b>	<b>300</b>
			Green Planet, Inc.	Royse City, TX	125	500
			Curie Environmental Services	Albuquerque, NM	150	600
			PSC Environmental Services, LLC	Houston, TX	165	660
			Veolia Environmental Services	Baytown, TX	225	900
4	4	QTR	Incineration: Standard 55-gallon drum: Solid (per drum)			
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>100</b>	<b>400</b>
			Curie Environmental Services	Albuquerque, NM	200	800
			Green Planet, Inc.	Royse City, TX	250	1,000
			Veolia Environmental Services	Baytown, TX	275	1,100
			PSC Environmental Services, LLC	Houston, TX	280	1,120
5	4	QTR	Treatment (Acid or Base): Standard 55-gallon drum: Bulk (per drum)			
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>150</b>	<b>600</b>
			PSC Environmental Services, LLC	Houston, TX	160	640
			Curie Environmental Services	Albuquerque, NM	175	700
			Green Planet, Inc.	Royse City, TX	175	700
			Veolia Environmental Services	Baytown, TX	250	1,000
6	4	QTR	Hazardous Waste Landfill: Standard 55-gallon drum: Bulk (per drum)			
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>125</b>	<b>500</b>
			Curie Environmental Services	Albuquerque, NM	150	600
			PSC Environmental Services, LLC	Houston, TX	160	640
			Veolia Environmental Services	Baytown, TX	165	660
			Green Planet, Inc.	Royse City, TX	175	700
7	4	QTR	Hazardous Waste Landfill: Standard 55-gallon drum: Lab Pack/Loose Pack (per drum)			
			PSC Environmental Services, LLC	Houston, TX	100	400
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>125</b>	<b>500</b>
			Veolia Environmental Services	Baytown, TX	185	740
			Curie Environmental Services	Albuquerque, NM	200	800
			Green Planet, Inc.	Royse City, TX	300	1,200

**City of Lubbock, TX  
Solid Waste - Recycling  
Bid Tabulation  
September 13, 2012**

ITB 12-10670-CI

Household Hazardous Waste Disposal

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended Cost
8	4	QTR	Fuel Blend Lab Pack: 30-gallon drum: Liquid (per drum)			
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>75</b>	<b>300</b>
			PSC Environmental Services, LLC	Houston, TX	80	320
			Curie Environmental Services	Albuquerque, NM	150	600
			Green Planet, Inc.	Royse City, TX	150	600
			Veolia Environmental Services	Baytown, TX	165	660
9	4	QTR	Fuel Blend Lab Pack: 30-gallon drum: Solid (per drum)			
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>75</b>	<b>300</b>
			PSC Environmental Services, LLC	Houston, TX	80	320
			Veolia Environmental Services	Baytown, TX	165	660
			Curie Environmental Services	Albuquerque, NM	200	800
			Green Planet, Inc.	Royse City, TX	200	800
10	4	QTR	Fuel Blend Lab Pack: 55-gallon drum: Liquid (per drum)			
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>85</b>	<b>340</b>
			PSC Environmental Services, LLC	Houston, TX	125	500
			Curie Environmental Services	Albuquerque, NM	200	800
			Green Planet, Inc.	Royse City, TX	200	800
			Veolia Environmental Services	Baytown, TX	235	940
11	4	QTR	Incineration: 30-gallon drum: Liquid (per drum)			
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>85</b>	<b>340</b>
			Curie Environmental Services	Albuquerque, NM	125	500
			Green Planet, Inc.	Royse City, TX	125	500
			PSC Environmental Services, LLC	Houston, TX	160	640
			Veolia Environmental Services	Baytown, TX	180	720
12	4	QTR	Incineration: 30-gallon drum: Solid (per drum)			
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>85</b>	<b>340</b>
			Curie Environmental Services	Albuquerque, NM	150	600
			PSC Environmental Services, LLC	Houston, TX	160	640
			Green Planet, Inc.	Royse City, TX	175	700
			Veolia Environmental Services	Baytown, TX	220	880
13	4	QTR	Incineration (Toxic Organic): 15-gallon drum: Liquid (per drum)			
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>85</b>	<b>340</b>
			Curie Environmental Services	Albuquerque, NM	100	400
			Green Planet, Inc.	Royse City, TX	100	400
			PSC Environmental Services, LLC	Houston, TX	125	500
			Veolia Environmental Services	Baytown, TX	245	980
14	4	QTR	Incineration (Toxic Organic): 15-gallon drum: Solid (per drum)			
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>85</b>	<b>340</b>
			Curie Environmental Services	Albuquerque, NM	125	500
			PSC Environmental Services, LLC	Houston, TX	125	500
			Green Planet, Inc.	Royse City, TX	150	600
			Veolia Environmental Services	Baytown, TX	245	980

**City of Lubbock, TX  
Solid Waste - Recycling  
Bid Tabulation  
September 13, 2012**

ITB 12-10670-CI

Household Hazardous Waste Disposal

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended Cost
15	4	QTR	Treatment (Acid or Base): 30-gallon drum: Liquid (per drum)			
			PSC Environmental Services, LLC	Houston, TX	90	360
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>100</b>	<b>400</b>
			Curie Environmental Services	Albuquerque, NM	150	600
			Green Planet, Inc.	Royse City, TX	150	600
			Veolia Environmental Services	Baytown, TX	200	800
16	4	QTR	Treatment (Acid or Base): 30-gallon drum: Solid (per drum)			
			PSC Environmental Services, LLC	Houston, TX	90	360
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>100</b>	<b>400</b>
			Curie Environmental Services	Albuquerque, NM	150	600
			Green Planet, Inc.	Royse City, TX	150	600
			Veolia Environmental Services	Baytown, TX	200	800
17	4	QTR	Hazardous Waste Landfill: 30-gallon drum: Liquid (per drum)			
			PSC Environmental Services, LLC	Houston, TX	70	280
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>85</b>	<b>340</b>
			Curie Environmental Services	Albuquerque, NM	125	500
			Green Planet, Inc.	Royse City, TX	125	500
			Veolia Environmental Services	Baytown, TX	165	660
18	4	QTR	Hazardous Waste Landfill: 30-gallon drum: Solid (per drum)			
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>85</b>	<b>340</b>
			PSC Environmental Services, LLC	Houston, TX	120	480
			Curie Environmental Services	Albuquerque, NM	125	500
			Green Planet, Inc.	Royse City, TX	150	600
			Veolia Environmental Services	Baytown, TX	165	660
19	4	QTR	Fuel Blend Lab Pack: 5-gallon drum: Liquid (per drum)			
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>35</b>	<b>140</b>
			Veolia Environmental Services	Baytown, TX	40	160
			Curie Environmental Services	Albuquerque, NM	50	200
			Green Planet, Inc.	Royse City, TX	50	200
			PSC Environmental Services, LLC	Houston, TX	50	200
20	4	QTR	Fuel Blend Lab Pack: 5-gallon drum: Solid (per drum)			
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>35</b>	<b>140</b>
			Veolia Environmental Services	Baytown, TX	40	160
			PSC Environmental Services, LLC	Houston, TX	50	200
			Curie Environmental Services	Albuquerque, NM	75	300
			Green Planet, Inc.	Royse City, TX	80	320
21	4	QTR	Incineration Lab Pack: 5-gallon drum: Liquid (per drum)			
			Veolia Environmental Services	Baytown, TX	40	160
			Curie Environmental Services	Albuquerque, NM	50	200
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>60</b>	<b>240</b>
			Green Planet, Inc.	Royse City, TX	80	320
			PSC Environmental Services, LLC	Houston, TX	80	320

**City of Lubbock, TX  
Solid Waste - Recycling  
Bid Tabulation  
September 13, 2012**

ITB 12-10670-CI

Household Hazardous Waste Disposal

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended Cost
22	4	QTR	Incineration Lab Pack: 5-gallon drum: Solid (per drum)			
			Veolia Environmental Services	Baytown, TX	40	160
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>60</b>	<b>240</b>
			Curie Environmental Services	Albuquerque, NM	75	300
			Green Planet, Inc.	Royse City, TX	80	320
			PSC Environmental Services, LLC	Houston, TX	80	320
23	4	QTR	Incineration: 5-gallon drum: Liquid (per drum)			
			Curie Environmental Services	Albuquerque, NM	50	200
			Green Planet, Inc.	Royse City, TX	50	200
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>60</b>	<b>240</b>
			Veolia Environmental Services	Baytown, TX	70	280
			PSC Environmental Services, LLC	Houston, TX	80	320
24	4	QTR	Incineration: 5-gallon drum: Solid (per drum)			
			Curie Environmental Services	Albuquerque, NM	50	200
			Green Planet, Inc.	Royse City, TX	50	200
			Veolia Environmental Services	Baytown, TX	50	200
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>60</b>	<b>240</b>
			PSC Environmental Services, LLC	Houston, TX	80	320
25	4	QTR	Treatment (Acid or Base): 5-gallon drum: Liquid (per drum)			
			Green Planet, Inc.	Royse City, TX	45	180
			PSC Environmental Services, LLC	Houston, TX	50	200
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>60</b>	<b>240</b>
			Veolia Environmental Services	Baytown, TX	70	280
			Curie Environmental Services	Albuquerque, NM	75	300
26	4	QTR	Treatment (Acid or Base): 5-gallon drum: Solid (per drum)			
			Green Planet, Inc.	Royse City, TX	45	180
			PSC Environmental Services, LLC	Houston, TX	50	200
			Veolia Environmental Services	Baytown, TX	50	200
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>60</b>	<b>240</b>
			Curie Environmental Services	Albuquerque, NM	75	300
27	4	QTR	Treatment Lab Pack (Acid or Base): 5-gallon drum: Liquid (per drum)			
			Veolia Environmental Services	Baytown, TX	40	160
			PSC Environmental Services, LLC	Houston, TX	50	200
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>60</b>	<b>240</b>
			Curie Environmental Services	Albuquerque, NM	75	300
			Green Planet, Inc.	Royse City, TX	75	300
28	4	QTR	Treatment Lab Pack (Acid or Base): 5-gallon drum: Solid (per drum)			
			Veolia Environmental Services	Baytown, TX	40	160
			PSC Environmental Services, LLC	Houston, TX	50	200
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>60</b>	<b>240</b>
			Curie Environmental Services	Albuquerque, NM	75	300
			Green Planet, Inc.	Royse City, TX	75	300

**City of Lubbock, TX  
Solid Waste - Recycling  
Bid Tabulation  
September 13, 2012**

ITB 12-10670-CI

Household Hazardous Waste Disposal

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended Cost
29	4	QTR	Hazardous Waste Landfill: 5-gallon drum: Liquid (per drum)			
			Curie Environmental Services	Albuquerque, NM	50	200
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>50</b>	<b>200</b>
			Green Planet, Inc.	Royse City, TX	50	200
			Veolia Environmental Services	Baytown, TX	70	280
			PSC Environmental Services, LLC	Houston, TX	80	320
30	4	QTR	Hazardous Waste Landfill: 5-gallon drum: Solid (per drum)			
			Curie Environmental Services	Albuquerque, NM	50	200
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>50</b>	<b>200</b>
			Green Planet, Inc.	Royse City, TX	50	200
			Veolia Environmental Services	Baytown, TX	50	200
			PSC Environmental Services, LLC	Houston, TX	80	320
31	4	QTR	Hazardous Waste Lab Pack: 5-gallon drum: Liquid (per drum)			
			Veolia Environmental Services	Baytown, TX	40	160
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>50</b>	<b>200</b>
			PSC Environmental Services, LLC	Houston, TX	50	200
			Curie Environmental Services	Albuquerque, NM	75	300
			Green Planet, Inc.	Royse City, TX	75	300
32	4	QTR	Hazardous Waste Lab Pack: 5-gallon drum: Solid (per drum)			
			Veolia Environmental Services	Baytown, TX	40	160
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>50</b>	<b>200</b>
			PSC Environmental Services, LLC	Houston, TX	50	200
			Curie Environmental Services	Albuquerque, NM	75	300
			Green Planet, Inc.	Royse City, TX	75	300
33	2	QTR	Non-Hazardous Misc Solids 30-gallon drum			
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>55</b>	<b>110</b>
			Veolia Environmental Services	Baytown, TX	60	120
			PSC Environmental Services, LLC	Houston, TX	70	140
			Green Planet, Inc.	Royse City, TX	75	150
			Curie Environmental Services	Albuquerque, NM	125	250
34	2	QTR	Non-Hazardous Misc Solids 55-gallon drum			
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>65</b>	<b>130</b>
			Veolia Environmental Services	Baytown, TX	75	150
			PSC Environmental Services, LLC	Houston, TX	85	170
			Green Planet, Inc.	Royse City, TX	85	170
			Curie Environmental Services	Albuquerque, NM	150	300
35	2	QTR	Non-Hazardous Misc Liquids 5-gallon drum			
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>25</b>	<b>50</b>
			Green Planet, Inc.	Royse City, TX	25	50
			Veolia Environmental Services	Baytown, TX	40	80
			PSC Environmental Services, LLC	Houston, TX	50	100
			Curie Environmental Services	Albuquerque, NM	50	100

**City of Lubbock, TX  
Solid Waste - Recycling  
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September 13, 2012**

ITB 12-10670-CI

Household Hazardous Waste Disposal

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended Cost
36	2	QTR	Non-Hazardous Misc Liquids 55-gallon drum			
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>65</b>	<b>130</b>
			Green Planet, Inc.	Royse City, TX	85	170
			PSC Environmental Services, LLC	Houston, TX	90	180
			Veolia Environmental Services	Baytown, TX	125	250
			Curie Environmental Services	Albuquerque, NM	150	300
37	2	QTR	Flammable Solids Lab Pack: 15-gallon drum			
			PSC Environmental Services, LLC	Houston, TX	60	120
			Veolia Environmental Services	Baytown, TX	60	120
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>65</b>	<b>130</b>
			Curie Environmental Services	Albuquerque, NM	125	250
			Green Planet, Inc.	Royse City, TX	175	350
38	2	QTR	Flammable Liquids Lab Pack: 15-gallon drum			
			PSC Environmental Services, LLC	Houston, TX	60	120
			Veolia Environmental Services	Baytown, TX	60	120
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>65</b>	<b>130</b>
			Curie Environmental Services	Albuquerque, NM	100	200
			Green Planet, Inc.	Royse City, TX	125	250
39	2	QTR	Flammable Aerosols 15-gallon drum			
			Veolia Environmental Services	Baytown, TX	60	120
			PSC Environmental Services, LLC	Houston, TX	80	160
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>85</b>	<b>170</b>
			Curie Environmental Services	Albuquerque, NM	100	200
			Green Planet, Inc.	Royse City, TX	125	250
40	2	QTR	Non-Flammable Aerosols 15-gallon drum			
			Veolia Environmental Services	Baytown, TX	60	120
			PSC Environmental Services, LLC	Houston, TX	80	160
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>85</b>	<b>170</b>
			Green Planet, Inc.	Royse City, TX	125	250
			Curie Environmental Services	Albuquerque, NM	200	400
41	2	QTR	Cylinders (Propane, Refrigerant Gases) Small Cylinders			
			PSC Environmental Services, LLC	Houston, TX	5	10
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>35</b>	<b>70</b>
			Green Planet, Inc.	Royse City, TX	35	70
			Curie Environmental Services	Albuquerque, NM	50	100
			Veolia Environmental Services	Baytown, TX	75	150
42	2	QTR	Cylinders (Propane, Refrigerant Gases) Medium Cylinders			
			PSC Environmental Services, LLC	Houston, TX	10	20
			Green Planet, Inc.	Royse City, TX	50	100
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>55</b>	<b>110</b>
			Veolia Environmental Services	Baytown, TX	75	150
			Curie Environmental Services	Albuquerque, NM	100	200

**City of Lubbock, TX  
Solid Waste - Recycling  
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ITB 12-10670-CI

Household Hazardous Waste Disposal

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended Cost
43	2	QTR	Cylinders (Propane, Refrigerant Gases) Large Cylinders			
			PSC Environmental Services, LLC	Houston, TX	25	50
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>75</b>	<b>150</b>
			Green Planet, Inc.	Royse City, TX	100	200
			Curie Environmental Services	Albuquerque, NM	200	400
			Veolia Environmental Services	Baytown, TX	300	600
44	2	QTR	Paint Related Materials (per gallon)			
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>1.50</b>	<b>3</b>
			PSC Environmental Services, LLC	Houston, TX	2.50	5
			Veolia Environmental Services	Baytown, TX	3.00	6
			Curie Environmental Services	Albuquerque, NM	5.00	10
			Green Planet, Inc.	Royse City, TX	5.00	10
45	2	QTR	Paint Related Materials (per cubic yard box)			
			PSC Environmental Services, LLC	Houston, TX	300	600
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>350</b>	<b>700</b>
			Curie Environmental Services	Albuquerque, NM	450	900
			Green Planet, Inc.	Royse City, TX	450	900
			Veolia Environmental Services	Baytown, TX	600	1,200
46	1	QTR	Pesticide Solid (Toxic) 15-gallon drum			
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>85</b>	<b>85</b>
			Curie Environmental Services	Albuquerque, NM	100	100
			PSC Environmental Services, LLC	Houston, TX	125	125
			Green Planet, Inc.	Royse City, TX	150	150
			Veolia Environmental Services	Baytown, TX	245	245
47	1	QTR	Pesticide Solid (Toxic) 30-gallon drum			
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>85</b>	<b>85</b>
			Curie Environmental Services	Albuquerque, NM	150	150
			PSC Environmental Services, LLC	Houston, TX	160	160
			Green Planet, Inc.	Royse City, TX	175	175
			Veolia Environmental Services	Baytown, TX	340	340
48	1	QTR	Pesticide Solid (Toxic) 55-gallon drum			
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>120</b>	<b>120</b>
			Curie Environmental Services	Albuquerque, NM	200	200
			PSC Environmental Services, LLC	Houston, TX	215	215
			Green Planet, Inc.	Royse City, TX	250	250
			Veolia Environmental Services	Baytown, TX	425	425
49	1	QTR	Pesticide Liquid (Toxic) 15-gallon drum			
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>85</b>	<b>85</b>
			PSC Environmental Services, LLC	Houston, TX	125	125
			Curie Environmental Services	Albuquerque, NM	150	150
			Green Planet, Inc.	Royse City, TX	150	150
			Veolia Environmental Services	Baytown, TX	245	245

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Solid Waste - Recycling  
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ITB 12-10670-CI

Household Hazardous Waste Disposal

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended Cost
50	1	QTR	Pesticide Liquid (Toxic) 30-gallon drum <b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>85</b>	<b>85</b>
			PSC Environmental Services, LLC	Houston, TX	160	160
			Green Planet, Inc.	Royse City, TX	175	175
			Curie Environmental Services	Albuquerque, NM	200	200
			Veolia Environmental Services	Baytown, TX	340	340
51	1	QTR	Pesticide Liquid (Toxic) 55-gallon drum <b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>120</b>	<b>120</b>
			Curie Environmental Services	Albuquerque, NM	250	250
			Green Planet, Inc.	Royse City, TX	250	250
			Veolia Environmental Services	Baytown, TX	425	425
			PSC Environmental Services, LLC	Houston, TX	2,115	2,115
52	4	QTR	Lamp Boxes Fluorescent Lamps: per linear foot Green Planet, Inc.	Royse City, TX	0.15	0.60
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>0.20</b>	<b>0.80</b>
			Veolia Environmental Services	Baytown, TX	0.20	0.80
			PSC Environmental Services, LLC	Houston, TX	0.25	1.00
			Curie Environmental Services	Albuquerque, NM	35	140
53	5	LBS	Metallic Mercury: cost per pound Curie Environmental Services	Albuquerque, NM	3	15
			Veolia Environmental Services	Baytown, TX	3	15
			PSC Environmental Services, LLC	Houston, TX	5	25
			Green Planet, Inc.	Royse City, TX	10	50
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>15</b>	<b>75</b>
54	1	EA	15-gallon drum (per each) Poly PSC Environmental Services, LLC	Houston, TX	22	22
			Veolia Environmental Services	Baytown, TX	28	28
			Curie Environmental Services	Albuquerque, NM	30	30
			Green Planet, Inc.	Royse City, TX	35	35
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>50</b>	<b>50</b>
55	11	EA	30-gallon drum (per each) Poly Curie Environmental Services	Albuquerque, NM	35	385
			PSC Environmental Services, LLC	Houston, TX	38	418
			Green Planet, Inc.	Royse City, TX	45	495
			Veolia Environmental Services	Baytown, TX	45	495
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>55</b>	<b>605</b>
56	1	EA	55-gallon drum (per each) Poly Veolia Environmental Services	Baytown, TX	43	43
			Green Planet, Inc.	Royse City, TX	45	45
			PSC Environmental Services, LLC	Houston, TX	52	52
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>55</b>	<b>55</b>
			Curie Environmental Services	Albuquerque, NM	60	60

**City of Lubbock, TX  
Solid Waste - Recycling  
Bid Tabulation  
September 13, 2012**

ITB 12-10670-CI

Household Hazardous Waste Disposal

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended Cost
57	1	EA	5-gallon drum (per each)			
			Green Planet, Inc.	Royse City, TX	8	8
			PSC Environmental Services, LLC	Houston, TX	8	8
			Veolia Environmental Services	Baytown, TX	8	8
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>10</b>	<b>10</b>
			Curie Environmental Services	Albuquerque, NM	15	15
58	1	EA	Cubic Yard Boxes - DOT			
			PSC Environmental Services, LLC	Houston, TX	45	45
			Green Planet, Inc.	Royse City, TX	65	65
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>75</b>	<b>75</b>
			Veolia Environmental Services	Baytown, TX	75	75
			Curie Environmental Services	Albuquerque, NM	100	100
59	1	EA	15-gallon Poly Open Top Drums			
			PSC Environmental Services, LLC	Houston, TX	22	22
			Green Planet, Inc.	Royse City, TX	28	28
			Veolia Environmental Services	Baytown, TX	28	28
			Curie Environmental Services	Albuquerque, NM	30	30
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>50</b>	<b>50</b>
60	1	EA	15-gallon Poly Closed Top Drums			
			PSC Environmental Services, LLC	Houston, TX	20	20
			Veolia Environmental Services	Baytown, TX	21	21
			Curie Environmental Services	Albuquerque, NM	30	30
			Green Planet, Inc.	Royse City, TX	35	35
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>50</b>	<b>50</b>
61	1	EA	20-gallon Fiber Open Top Drums			
			Veolia Environmental Services	Baytown, TX	18	18
			Green Planet, Inc.	Royse City, TX	25	25
			PSC Environmental Services, LLC	Houston, TX	25	25
			Curie Environmental Services	Albuquerque, NM	30	30
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>30</b>	<b>30</b>
62	1	EA	55-gallon Steel Open Top Drums			
			Green Planet, Inc.	Royse City, TX	35	35
			PSC Environmental Services, LLC	Houston, TX	35	35
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>40</b>	<b>40</b>
			Veolia Environmental Services	Baytown, TX	58	58
			Curie Environmental Services	Albuquerque, NM	60	60
63	1	EA	Nickel-Cadmium Batteries: 5-gallon drum			
			Green Planet, Inc.	Royse City, TX	25	25
			PSC Environmental Services, LLC	Houston, TX	50	50
			Veolia Environmental Services	Baytown, TX	60	60
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>80</b>	<b>80</b>
			Curie Environmental Services	Albuquerque, NM	125	125

**City of Lubbock, TX  
Solid Waste - Recycling  
Bid Tabulation  
September 13, 2012**

ITB 12-10670-CI

Household Hazardous Waste Disposal

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended Cost
64	1	EA	Nickel-Cadmium Batteries: 15-gallon drum			
			PSC Environmental Services, LLC	Houston, TX	50	50
			Green Planet, Inc.	Royse City, TX	65	65
			Veolia Environmental Services	Baytown, TX	125	125
			Curie Environmental Services	Albuquerque, NM	150	150
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>230</b>	<b>230</b>
65	1	EA	Nickel-Cadmium Batteries: 30-gallon drum			
			PSC Environmental Services, LLC	Houston, TX	50	50
			Green Planet, Inc.	Royse City, TX	85	85
			Curie Environmental Services	Albuquerque, NM	200	200
			Veolia Environmental Services	Baytown, TX	285	285
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>350</b>	<b>350</b>
66	2	HR	Staff Costs: Project Manager (per hour)			
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>45</b>	<b>90</b>
			Green Planet, Inc.	Royse City, TX	45	90
			Curie Environmental Services	Albuquerque, NM	50	100
			PSC Environmental Services, LLC	Houston, TX	52	104
			Veolia Environmental Services	Baytown, TX	65	130
67	1	HR	Staff Costs: Field Chemist (per hour)			
			Green Planet, Inc.	Royse City, TX	45	45
			Curie Environmental Services	Albuquerque, NM	50	50
			PSC Environmental Services, LLC	Houston, TX	52	52
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>65</b>	<b>65</b>
			Veolia Environmental Services	Baytown, TX	65	65
68	6	HR	Staff Costs: Environmental Technician (per hour)			
			Green Planet, Inc.	Royse City, TX	35	210
			Curie Environmental Services	Albuquerque, NM	40	240
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>40</b>	<b>240</b>
			Veolia Environmental Services	Baytown, TX	40	240
			PSC Environmental Services, LLC	Houston, TX	42	252
69	4	QTR	Quarterly Cleanout Mobilization			
			Curie Environmental Services	Albuquerque, NM	50	200
			Green Planet, Inc.	Royse City, TX	250	1,000
			PSC Environmental Services, LLC	Houston, TX	425	1,700
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>	<b>1,000</b>	<b>4,000</b>
			Veolia Environmental Services	Baytown, TX	2,500	10,000
			<b>All-or-None</b>			
			<b>Environmental Industries, LP</b>	<b>Dallas, TX</b>		<b>\$ 19,109</b>
			PSC Environmental Services, LLC	Houston, TX		20,466
			Curie Environmental Services	Albuquerque, NM		21,520
			Green Planet, Inc.	Royse City, TX		21,932
			Veolia Environmental Services	Baytown, TX		34,060



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**Information**

**Agenda Item**

**Contract Resolution - Solid Waste:** Consider a resolution authorizing the Mayor to execute purchase order 24100284 with Al-Jon Manufacturing, LLC for landfill equipment, RFP 12-10502-CI.

**Item Summary**

In an effort to secure landfill equipment that is the best value and appropriate for the current operating conditions at the WTRDF, landfill staff recognized components that were important for processing up to 1,800 tons per day (with the yearly average being 1,000 tons per day) and for the various types of wastes accepted at the facility. Types of waste accepted include household trash; construction and demolition materials including concrete; mattresses and box springs; furniture; tree trunks and branches; restaurant food waste; prison food waste; health care facility waste; expired and contaminated food stuffs, beverages, and drugs; dead animals; non-regulated asbestos containing material; empty pesticide, insecticide, herbicide, fungicide, rodenticide, and fumigant chemical containers; sludges from grit traps, grease traps, wastewater treatment plants, and water treatment plants; Railroad Commission of Texas wastes; petroleum contaminated soil and debris; incinerator ash; and hazardous waste from conditionally exempt small quantity generators.

In addition, staff evaluated equipment requirements that are mandatory to maintain regulatory compliance with the Texas Commission on Environmental Quality (TCEQ) approved site operating plan, page 11, which states the WTRDF will provide three compactors and two scrapers for operations. The landfill staff recognized criteria deemed essential to assuring regulatory compliance while also assuring the best value for the City. Other criteria included equipment efficiency, operator and public safety, match to existing equipment for repair cost savings, number of operators available for operating equipment, and ability to continue landfill operations in all weather conditions.

:

The purchase order contract is for replacement of two compactors for the West Texas Region Disposal Facility. The compactors were approved for replacement due to increased need for repairs and high maintenance costs and to maintain regulatory compliance with TCEQ. The maintenance costs to date are up to 80% of the original purchase price of the equipment.

The compactors are used daily in the landfill operation to perform year-round compaction of residential and commercial wastes, at times under extreme weather conditions. The equipment must perform on TCEQ steep upslope sites (up to 30% grade) and steep down slopes (up to 30% grade) and operate up to 2,760 hours per year (yearly hours of operation for WTRDF). The TCEQ approved site operating plan, page 30, states that a compactor or dozer will pass over daily cover a minimum of two passes to minimize infiltration of storm water and be sloped to drain (30% grade). In addition to compaction, landfill compactors are used to assist trucks in their ingress and egress during inclement weather as well as daily assistance to the water reclamation sludge trucks.

In order to operate at the level needed daily; the following components were identified for the committee to use in the evaluation for the compactors:

- Hydrostatic Drive - allows for all four wheels to drive independently. This is important when working in wet weather and wet trash conditions. In addition, a high ground clearance is important.
- Dry and Operating Weight – the heavier weight allows for more compaction with fewer passes of the compactor

over trash.

- Engine - meets at a minimum EPA Tier 3 emissions regulations, preferred is a minimum of 475 hp which is needed for daily driving conditions through the trash.
- Transmission speeds - allows for four forward and four reverse speeds in order for the operator to have optimum control of the compactor in various types of trash, weather conditions, and slope grades which enhances operator and public safety.
- Automatic lubrication system - allows for lubrication/grease to be distributed across the compactor minimizing operator contact with the compactor and trash.
- Blade – wider blade allows for spread of trash over the widest area and with a lower lift.
- Wheels - wider wheels allow for contact with trash in one pass of the compactor.
- Fire protection system - fire protection system on a compactor is needed to protect the equipment from damage during a workface fire and provide protection of the operator.
- Cab – allows access from either side of the equipment which allows for added safety for the operator.

While proposed compactors had various features, the committee used the weighted evaluation criteria as follows: 35% - Cost, Buy-Back, and Warranty to include maintenance agreements, options, and final cost of equipment after vendor buy-back; 35% - Proposed Equipment; 20% - Service, training and support; and 10% -References.

The selection committee ranked the respondents based on the weighted evaluation criteria on the compactors as follows:

1. Al-Jon Manufacturing, LLCs 389
2. Warren CAT 294
3. Yellowhouse Machinery Co. 272
4. Humdinger Equipment, LTD 205

Staff recommends award to the highest ranking proposer for two compactors at a cost of \$539,975 each.

### **Fiscal Impact**

The equipment is approved in the FY2011-12 master lease program.

### **Staff/Board Recommending**

Scott Snider, Assistant City Manager

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## **Attachments**

Resolution & Purchase Order - Al-Jon  
Compactor

**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. 24100284 for the purchase of heavy duty refuse compactors as per RFP 12-10502-CI, by and between the City of Lubbock and Al-Jon Manufacturing, LLC of Ottumwa, Iowa, 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.

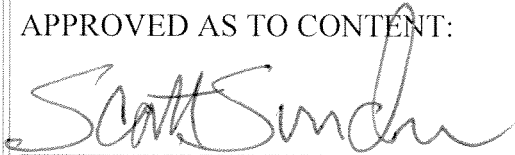
Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

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

APPROVED AS TO CONTENT:



\_\_\_\_\_  
Scott Snider, Assistant City Manager  
Community Services

APPROVED AS TO FORM:



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

vw:ccdcs/RES.AlJon Manufacturing, LLC-PurchaseOrd  
September 4, 2012



PURCHASE ORDER

Page - 1
Date - 08/29/2012
Order Number 24100284 000 OP
Branch/Plant 241

TO:
AL-JON MANUFACTURING, LLC.
15075 AL-JON AVENUE
OTTUMWA Iowa 52501-9281

SHIP TO:
CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK Texas 79403

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

Ordered 08/29/2012 Freight
Requested 01/21/2013 Taken By C ISAACS
Delivery PER TREVINO\_M REQ 38534 PER RFP 12-10502-CI

Table with 7 columns: Description/Supplier Item, Ordered, Unit Cost, UM, Extension, Request Date. Row 1: Al-jon Advantage 500C1, 2.000, 539,975.0000, EA, 1,079,950.00, 01/21/2013. Row 2: Landfill Compactors. Row 3: Total Order, 1,079,950.00. Row 4: Terms NET 30.

This purchase order encumbers funds in the amount of \$1,079,950.00, for the purchase of landfill compactors awarded on September 13, 2012 to Al-jon Manufacturing, LLC., of Ottumwa, Iowa in accordance with Al-jon Manufacturing, LLC's response to RFP# 12-10502-CI. The following is incorporated into and made part of this purchase order by reference: Proposal Submitted by your firm in response to City of Lubbock RFP# 12-10502-CI. Resolution# \_\_\_\_\_.

CITY OF LUBBOCK

ATTEST:

Glen C. Robertson, Mayor

Rebecca Garza, City Secretary





Regular City Council Meeting

5. 14.

Meeting Date: 09/13/2012

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### Information

#### Agenda Item

**Contract Resolution - Solid Waste:** Consider a resolution authorizing the Mayor to execute purchase order 24100285 with Warren CAT for landfill equipment, RFP 12-10502-CI.

#### Item Summary

In an effort to secure landfill equipment that is the best value and appropriate for the current operating conditions at the West Texas Region Disposal Facility (WTRDF), landfill staff recognized components that were important for processing up to 1,800 tons per day (with the yearly average being 1,000 tons per day) and for the various types of wastes accepted at the facility. Types of waste accepted include household trash; construction and demolition materials including concrete; mattresses and box springs; furniture; tree trunks and branches; restaurant food waste; prison food waste; health care facility waste; expired and contaminated food stuffs, beverages, and drugs; dead animals; non-regulated asbestos containing material; empty pesticide, insecticide, herbicide, fungicide, rodenticide, and fumigant chemical containers; sludges from grit traps, grease traps, wastewater treatment plants, and water treatment plants; Railroad Commission of Texas wastes; petroleum contaminated soil and debris; incinerator ash; and hazardous waste from conditionally exempt small quantity generators.

In addition, staff evaluated equipment requirements that are mandatory to maintain regulatory compliance with the Texas Commission on Environmental Quality (TCEQ) approved site operating plan, page 11, which states the WTRDF will provide three compactors and two scrapers for operations. The landfill staff recognized criteria deemed essential to assuring regulatory compliance while also assuring the best value for the City. Other criteria included equipment efficiency, operator and public safety, match to existing equipment for repair cost savings, number of operators available for operating equipment, and ability to continue landfill operations in all weather conditions.

The purchase order contract is for one additional scraper for the West Texas Region Disposal Facility. The additional scraper was identified as a need to meet TCEQ regulatory requirements and for efficient soil hauling for landfill cell excavation as well as for repair of erosion and daily and weekly cover.

The scraper is used daily in the landfill operation to perform year-round soil hauling for covering residential and commercial wastes, at times under extreme weather conditions. The equipment must perform full load functions on TCEQ steep upslope sites (up to 30% grade) and steep down slopes (up to 30% grade) and operate up to 2,760 hours per year (yearly hours of operation for WTRDF). At times a scraper is necessary to directly cover trash with soil on slopes.

In order operate at the level needed daily; the following components were identified for the committee to use in the evaluation for the scraper:

- Dual Engine – allows for one engine to push and the other engine to pull through soil during the landfill cell excavation. The preferred combined horse power on the engines is a minimum of 697. This is key because one piece of equipment can dig through the soil, haul it, and spread the soil over trash for daily cover, as needed in all weather conditions and types of soil. A high ground clearance is also important. A dual engine scraper can ascend the slopes found at the landfill environment. The TCEQ approved site operating plan, page 64, requires 807 cubic

yards of soil to be available daily for fire-fighting as well special time requirements for damage for cover and erosion. In addition, the TCEQ approved site operating plan, page 30, requires an additional 600 cubic yards be available for daily cover soil. The TCEQ site operating plan, page 30, also requires that several days worth of cover material will be available for use in the event that weather conditions limit excavation and stockpiling activities.

- Performance on grade - allows for the stability of the equipment when climbing up and down TCEQ regulated 30% slope grades in all weather conditions.
- Match existing equipment - allows for the push/pull capability of using four engines when digging in caliche and hard sedimentary soil while excavating for new cell construction. A scraper is preferred because two equipment operators can haul soil together rather than using additional equipment operators to operate dump trucks, a loader, and a dozer to accomplish the same soil hauling task. The estimated savings for landfill staff excavating 80% of the soil for development of the next cell is \$2.50 per cubic yard with 1,267,408 cubic yards to be excavated for a total of \$3,168,520. Additional excavation savings will be realized because the next cell to be developed is adjacent to the current cell being utilized for waste disposal. The close proximity of the two cells allows for use of excavated soil daily at the active working face thus reducing the need for stockpiling much of the soil and stabilizing large stockpiles with regulatory compliance seeding for erosion control.

While proposed scrapers had various features, the committee used the weighted evaluation criteria as follows: 35% - Cost, Buy-Back, and Warranty to include maintenance agreements, options, and final cost of equipment after vendor buy-back; 35% - Proposed Equipment; 20% - Service, training and support; and 10% -References.

The selection committee ranked the respondents based on the weighted evaluation criteria on the scraper as follows:

1. Warren CAT 327
2. Humdinger Equipment, LTD 204

Staff recommends award to the highest ranking responder, for the scraper and associated warranty for a total of \$812,345.

### **Fiscal Impact**

The scraper is approved in the FY2011-12 master lease program.

### **Staff/Board Recommending**

Scott Snider, Assistant City Manager

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### **Attachments**

Resolution & Purchase Order - Warren Cat  
Scraper

**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. 24100285 for the purchase of heavy duty refuse scraper as per RFP 12-10502-CI, by and between the City of Lubbock and Warren CAT, 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  
Community Services

APPROVED AS TO FORM:

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

vw:ccdocs/RES.Warren CAT-PurchaseOrd  
September 4, 2012




PURCHASE ORDER

Page - 1  
 Date - 08/30/2012  
 Order Number 24100285 000 OP  
 Branch/Plant 241

TO:  
 WARREN CAT  
 702 E SLATON ROAD  
 LUBBOCK Texas 79404

SHIP TO:  
 CITY OF LUBBOCK  
 FLEET SERVICES  
 206 MUNICIPAL DRIVE  
 LUBBOCK Texas 79403

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

BY:   
 Marta Alvarez, Director of Purchasing & Contract Management

Ordered 08/29/2012 Freight  
 Requested 01/21/2013 Taken By C ISAACS  
 Delivery PER TREVINO\_M REQ 38534 PER RFP 12-10502-CI

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
CAT 627H Wheel-Tractor Scraper	1.000	792,345.0000	EA	792,345.00	01/21/2013
Warranty	1.000	20,000.0000	EA	20,000.00	01/21/2013
				Total Order	
Terms NET 10 EOM				812,345.00	

This purchase order encumbers funds in the amount of \$812,345.00, for the purchase of a wheel tractor-scraper awarded on September 13, 2012 to Warren CAT of Lubbock, Texas in accordance with Warren CAT's response to RFP# 12-10502-CI. The following is incorporated into and made part of this purchase order by reference: Proposal Submitted by your firm in response to City of Lubbock RFP# 12-10502-CI.

Resolution# \_\_\_\_\_.

CITY OF LUBBOCK

ATTEST:

\_\_\_\_\_  
 Glen C. Robertson, Mayor

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





**Regular City Council Meeting**

**5. 15.**

**Meeting Date:** 09/13/2012

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**Information**

**Agenda Item**

**Contract Resolution - Risk Management:** Consider a resolution authorizing the City Manager to purchase workers' compensation coverage through Texas Political Subdivisions Workers' Compensation Joint Self-Insurance.

**Item Summary**

The City has workers' compensation exposure for all City employees and is required by the Labor Code to provide workers' compensation benefits to all municipal employees. The City extends workers' compensation benefits to volunteers to limit liability exposure. Workers' compensation provides medical care and lost wages, regardless of cause of loss.

The City currently purchases workers' compensation coverage from Texas Political Subdivisions Workers' Compensation Joint Self-Insurance on a fully guaranteed cost program. The current yearly contribution for workers' compensation insurance is \$1,548,886. Texas Political Subdivisions Workers' Compensation Joint Self-Insurance contribution quote for FY 2012-13 is \$1,522,034 for an annual payment.

Guaranteed cost coverage pays from dollar one and includes claims costs and claim handling costs. The reduced contribution is due to an improved loss ratio by all members of the pool, including Lubbock.

The City's broker of record requested a guaranteed cost quote from Texas Municipal League Intergovernmental Risk Pool (TML-IRP). The TML-IRP contribution quote is \$1,602,180 for quarterly installments or \$1,570,136 for an annual payment.

Staff and the broker of record recommend renewal with TPS for an annual payment of \$1,522,034.

Carriers bind insurance coverage October 1, 2012, after notification of City Council approval. Insurance policies are issued once the insurance company receives the premium from the City for the insurance coverage. Current insurance policies are available in Risk Management.

**Fiscal Impact**

Funds are budgeted in the Proposed FY 2012-13 Risk Management Fund.

**Staff/Board Recommending**

Quincy White, Assistant City Manager

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**Attachments**

Resolution - Workers Comp

RESOLUTION

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

THAT the City Manager of the City of Lubbock and is hereby authorized and directed to purchase for and on behalf of the City of Lubbock, workers' compensation coverage from the Texas Political Subdivisions Worker's Compensation Joint Self-Insurance Fund, for a premium amount not to exceed \$1,522,034; and

THAT the City Manager may execute any routine documents and forms associated with said coverage.

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Quincy White, Assistant City Attorney

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

RLS Risk Mgmt-Workers Compensation  
August 21, 2012

## WORKERS COMPENSATION

**Insurance Company** Texas Political Subdivisions (TPS)  
Not Rated

**Effective Date:** 10-01-12 to 10-01-13

### COVERAGE

Limits of Insurance:

\$ 1,000,000 Bodily Injury by Accident - Per Accident  
 \$ 1,000,000 Bodily Injury by Disease - Policy Limit  
 \$ 1,000,000 Bodily Injury by Disease - Per Employee  
 1.00 Experience Modifier

### CLASS CODES & PAYROLL

Class Code	Description	Estimated Payrolls	WC Rate	WC Premium
3064	Sign Manufacturing	\$ 60,335	5.55	#3,348
4299	Copying & Duplicating Service & Drivers	\$ 113,001	2.46	\$2,780
4511	Building Inspection	\$ 1,999,162	1.00	\$19,962
4519	Exterminator & Drivers	\$ 233,923	3.60	\$8,421
5190	Traffic Signal Control Installation & Drivers	\$ 893,363	4.52	\$40,380
5506	Street & Road Repair	\$ 1,225,043	7.93	\$97,146
5506	Street or Road Construction or Repair - All Operations - & Drivers	\$ 660,817	7.93	\$52,403
5606	Contractors Executive Supervisor	\$ 43,997	1.14	\$502
7423	Airport Operations	\$ 809,786	6.59	53,365
7520	Waterworks Operations	\$ 6,397,835	4.86	\$310,935
7539	Electric Light or Power Co Noc - All Employees - & Drivers	\$ 11,208,612	2.07	\$232,018
7580	Sewage Disposal Plant Operation & Drivers	\$ 952,487	3.12	29,718
7590	Garbage Works	\$ 606,769	5.10	\$30,945
7704	Fire Fighters & Drivers	\$ 21,504,006	3.22	\$692,429
7720	Police Officers & Drivers	\$ 26,423,948	3.67	\$969,759
8107	Heavy Equipment Maintenance	\$ 636,381	4.04	\$26,710
8292	Warehouse Ops	\$ 95,626	5.87	\$5,613

## CLASS CODES & PAYROLLS

8391	Automobile Machine Shop & Drivers	\$ 83,276	2.73	\$2,273
8601	Architect or Engineer - Consulting	\$ 759,719	0.50	\$3,419
8810	Clerical Office Employees Noc	\$ 21,313,335	0.23	\$49,021
8831	Animal Shelters & Drivers	\$ 597,522	1.74	\$10,397
8833	Hospital: Professional Employees	\$ 1,408,212	1.07	\$15,068
8838	Library / Museum	\$ 1,798,832	0.73	\$13,131
7720	Motorcycle Police	\$ 784,909	3.67	\$28,806
9015	Buildings Noc - Operation by Owner or lessee - & Drivers	\$ 1,255,195	4.09	\$51,337
9016	Zoo Facility and Drivers	\$ 288,765	4.44	\$12,821
9079	Restaurant Noc	\$ 22,167	2.73	\$605
9101	School, Library All Other	\$ 37,489	5.54	\$1,702
9102	Park Noc - All Employees - & Drivers	\$ 2,811,149	5.51	\$154,894
9220	Cemetery Operations & Drivers	\$ 217,550	7.36	\$16,012
9402	Street Cleaning & Drivers	\$ 282,796	9.77	\$27,629
9402	Refuse Collection & Drivers	\$ 2,097,655	9.77	\$204,941
3724V	Outside Volunteers	\$ 3,995	4.48	\$179
8742V	Inside Volunteers	\$ 22,204	0.37	\$82
0570	Volunteer Police Reserves	\$ 26,000	3.67	\$954
8742	Elected Officials	\$ 238,593	0.37	\$883
	<b>Totals</b>	<b>\$107,892,287</b>		<b>\$3,169,014</b>

Total Manual Premium	\$3,169,014
Total Discounts for Experience and Credits:	-\$1,568,979
<b>Total Annual Contribution</b>	<b>\$1,600,035</b>
<b>Discounted Premium if Paid In Full</b>	<b>\$1,522,034</b>

### Class Code Changes by TPS

0011 Farm - 8.34 to 7580 Sewage Disposal Plant Ops – 3.02  
 3365 Welding – 11.86 to 7520 Water Works Ops – 3.12  
 6229 Flood Control – 9.26 to 7580 Sewage Disposal Plant Ops – 3.02  
 5191 Computer Device Installation – 1.09 to 8810 Clerical - .23  
 9154 Theater Ops – 2.57 to 9015 Lake Operations rated as Building NOC – 4.09  
 9101C Crossing Guards – 3.24 to 7720 Police Officers – 3.80  
 9019 Toll Operations – 2.41 to Lake Operations rated as Building NOC – 4.09  
 9079 Food Sales – 5.01 to 9015 Lake Operations rated as Building NOC – 4.09

### SPECIAL TERMS & CONDITIONS

- Experience Mod - 1.00 (1.02 for 10-11 policy period)
- Fund Factor - .495 (.484 for 11-12 policy period)\*
- Terrorism Risk Insurance Act Endorsement
- All other States Endorsement except AK, ND, OH, WA, WV, WY
- Quotation is based on the estimated payroll provided by the city
- Payroll is auditable at expiration and premium is subject to change
- TPS is offering a new 3 year rate guarantee
- 60 days written notice prior to October 1<sup>st</sup> is required to leave the TPS Program

**WORKERS' COMPENSATION:** Under this coverage, the insurance company agrees to assume statutory liability imposed by the Workers' Compensation law of the State of Texas and any other state in which incidental operations take place.

**EMPLOYER'S LIABILITY:** This section protects against tort liability for injury to employees in the course of their employment. Employer's Liability applies to suits brought against you by or in behalf of employees injured in the course of their employment, outside and distinct from any claim for benefits payable under the Workers' Compensation section.

\*Fund Factor is applied after 1.02 increased employers liability factor.



## COVERAGE EXTENSIONS AND ENDORSEMENTS

**UNITED STATES LONGSHOREMEN'S AND HARBOR WORKER'S ENDORSEMENT** - Is involved in any operations that come within the USL and HW Act. This endorsement provides for the statutory coverage as required by this act on an "If Any" basis.

**BROAD FORM OTHER STATES COVERAGE ENDORSEMENT** - This form is designed to grant temporary protection in states not described in the policy. This extension of coverage does not apply to monopolistic states or to fines and penalties imposed by any failure to comply with the respective Workers' Compensation law.

**VOLUNTARY WORKERS' COMPENSATION** - This endorsement is designed to apply to all employees and provide benefits based upon the law of contract and hire. This coverage would be available if for some reason the Workers' Compensation law was not applicable.

**KNOWLEDGE OF ACCIDENT** - The policy has been amended so that an executive officer or the administrator of insurance must have knowledge of the accident/injury before the company considers that the insured has knowledge of the event.

**EXECUTIVE OFFICERS - TEXAS ENDORSEMENT** - This coverage extension provides Texas Workers' Compensation benefits for all executive officers in Texas.

**STOP GAP LIABILITY** - This endorsement provides employer's liability coverage in monopolistic states.



# Workers Compensation Optional Quote - TML

Type of Coverage	Deductible	Annual Contribution
Workers' Compensation	\$0	\$1,602,180
		Annual
	TOTAL ANNUAL	\$1,602,180
	Annual Payment Discount	\$32,043.60
	Total Annual Contribution	\$1,570,136.40
	Quarterly Payment	\$400,545.00

This information is intended to be reviewed by the representatives for the entity and no other parties. Review by persons 220 other than the entity's representatives is prohibited. Likewise, dissemination or copying of this document or the information contained herein to persons other than the entity's representative is also prohibited.



## Regular City Council Meeting

5. 16.

Meeting Date: 09/13/2012

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### Information

#### Agenda Item

**Contract Resolution - Risk Management:** Consider a resolution authorizing the City Manager to purchase from OneBeacon Insurance an insurance policy for excess liability insurance coverage.

#### Item Summary

Package excess liability insurance covers the following:

- General liability – insurance for an insured when negligent acts and/or omissions result in bodily injury and/or property damage on the premises of a business, when someone is injured as a result of using the product manufactured or distributed by a business, or when someone is injured in the general operation of the business, other than an employee;
- Auto liability – insurance if an insured is legally liable for bodily injury and/or property damage caused by an automobile;
- Employment practices liability – insurance that provides protection in the event of legal actions resulting from charges of harassment, discrimination, wrongful termination of employment, defamation, and invasion of privacy;
- Employee benefits liability – insurance for an error or omission in the administration of an employee benefit program, such as failure to advise employees of benefits programs;
- Law enforcement liability – insurance for police officers for allegation or actual false arrest, excessive force, and invasion of privacy, unless intentionally committed; and
- Public officials errors and omissions liability – insurance for the liability exposure faced by public officials from wrongful acts such as actual or alleged errors, omissions, misstatements, negligence, or breach of duty in their capacity as a public official or employee of the public entity.

The City purchases package excess liability insurance other than airport and pipeline liability for all operations. Coverage for airport and pipeline liability is covered in other policies.

The current insurance carrier is OneBeacon with an annual premium of \$277,970 for \$1 million of coverage, with \$9 million umbrella coverage per occurrence, and an excess \$9 million for an aggregate \$18 million in coverage. For the same coverage, OneBeacon submitted a renewal quote of \$285,063, an increase of 2.55%. Travelers and TML declined to submit a quote.

Carriers bind insurance coverage October 1, 2012, after notification of City Council approval. Insurance policies are issued once the insurance company receives the premium from the City for the insurance coverage. Current insurance policies are available in Risk Management.

#### Fiscal Impact

Funds are budgeted in the Proposed FY 2012-13 Risk Management Fund.

**Staff/Board Recommending**

Quincy White, Assistant City Manager

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**Attachments**

Resolution - Excess

**RESOLUTION**

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

THAT the City Manager of the City of Lubbock BE and is hereby authorized and directed to purchase for and on behalf of the City of Lubbock, excess liability insurance coverage from OneBeacon Insurance, for a premium amount not to exceed \$285,063 or the amount adjusted due to changes in the premiums required as a result of the annual audit; and

THAT the City Manager may execute any routine documents and forms associated with said insurance coverage.

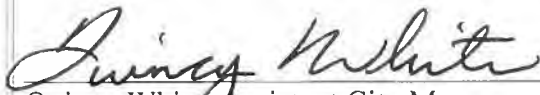
Passed by the City Council this \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR


ATTEST:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Quincy White, Assistant City Manager

APPROVED AS TO FORM:

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

RES.Risk Mgmt-OneBeacon Ins Co  
August 21, 2012



# CASUALTY PACKAGE

## GENERAL LIABILITY

Insurance Company OneBeacon Insurance  
A XIII - Admitted

Effective Date: 10-01-12 to 10-01-13

### COVERAGE

Limits of Insurance:

\$	1,000,000	General Aggregate
\$	1,000,000	Products/Completed Operation Aggregate
\$	1,000,000	Each Occurrence
\$	500,000	Self Insured Retention - Each Occurrence
\$	1,000,000	Personal & Advertising Injury
\$	500,000	Self Insured Retention - Each Offense
\$	1,000,000	Damage to Premises Rented to You - Each Occurrence
\$	1,000,000	Health Care & Social Services (for nurses, EMT' and First Responders) - Each Wrongful Act
\$	500,000	Self Insured Retention - Each Wrongful Act
\$	Not Covered	Medical Expense
\$	Included	Cemetery
\$	1,000,000	Failure to Supply
\$	1,000,000	Sexual Abuse

- Sewer Back-Up Limit is equal to Bodily Injury and Property Damage Limit
- No automatic designated operations and premises exclusion applies

## Features & Benefits

### **Broad “Who is an Insured” provision”**

- The government entity
- Operating authorities, boards, commissions, districts or any other governmental units provided they are operated, controlled and funded by the named insured.
- Trusts and trustees
- Current or previously elected or appointed officials of the named insured
- Current or previously elected or appointed officials of operating authorities, boards, commissions, districts or any other governmental units.
- Employees
- Volunteer Workers
- Partnership or joint ventures
- Limited Liability Companies

**Expected or Intended Injury of Damage** – if resulting from the use of reasonable force to protect persons or property

### **Pollution Liability coverage for:**

- Water Treatment
- Propane gas used in certain operations
- Pesticide and herbicide application
- Emergency response services and training
- Hostile fire, heat, fumes or smoke

### **Watercraft Liability for:**

- Non-owned watercraft exposure – (no size limitation)
- Personal watercraft and owned watercraft with 100 horsepower or less

### **Broad Form Contractual for covered contracts**

### **Host Liquor Liability**

### **Products and Completed Operations**

### **Premises Damage Legal Liability**

### **Broadened Definition of Bodily Injury and Property Damage**

### **Defense Cost in addition to policy limits and within retention application**

**Unless specifically excluded, sewer back-up coverage arising from negligent act, provided to policy limits.**

## **GENERAL LIABILITY**

The Commercial General Liability policy provides bodily injury, property damage, defense, settlement and supplementary payments coverage. It contains an automatic coverage feature so that if new public liability exposures are created during the term of the policy (as a result of acquiring new locations, undertaking new operations, etc.), coverage is automatically extended to these new operations. The policy is subject to audit so that premium may be made commensurate with the actual exposures.

**Premises and Operations** - Provides coverage for your liability for bodily injury and property damage claims arising from your operations including all exposures at or away from your premises.

**Independent Contractors** - Insures bodily injury and property damage legal liability arising from the operation of independent contractors. This is a secondary exposure to you and the primary liability would rest with the contractors. Some exposure examples might include alterations or repairs of premises or equipment and the use of specialized services to accommodate the needs of your operations.

**Products/Completed Operations** - Protection for claims arising from your operations that have been completed or out of your products, all occurring away from the premises.

## **INCLUDED COVERAGES**

**Blanket Contractual** - provides coverage for liability you assume under oral or written contracts relating to the conduct of your business.

**Personal Injury and Advertising Liability** - protects your business against claims arising out of false arrest, detention, imprisonment, malicious prosecution, libel, slander, wrongful entry or eviction or other invasion of private occupancy. (Employees are also protected under this coverage while acting within the scope of their duties.) Advertising Injury also covers you for such things as unfair competition or infringement of copyright, which may arise out of your advertising, promotional, or publicity activities.

**Fire Damage Legal Liability** - covers your legal liability for fire damage to property that you rent, lease, or for which you are legally liable. (Coverage is provided for up to \$50,000, but this can be increased.)



**Premises Medical Payments** - provides payment for all reasonable and necessary medical expenses incurred by members of the public as a result of accidents occurring on your property or as a result of your operations, subject to policy limits.

**Broad Form Property Damage** - broadens your Property Damage liability coverage if you have an installation or servicing exposure, and includes completed operations.

**Additional Persons Insured** - extends your liability insurance to cover all employees as additional insureds while acting within the scope of their duties.

**Incidental Medical Malpractice** - covers your liability (if you are not engaged in the health care business) for acts or omissions of an individual rendering medical service on your business premises.

**Host Liquor Law Liability** - covers you (if you are not engaged in the liquor business) for liability as a result of serving alcoholic beverages at a function incidental to your primary business.

**Non-Owned Watercraft Liability** - provides coverage if you rent or lease watercraft under 26 feet in length or if your employees use their own watercraft on your behalf. (Applies only if there is no other coverage available.)

**Limited Worldwide Coverage** - insures your activities while temporarily outside the U.S. and Canada. (Coverage for worldwide Products and Completed Operations can be added.)

**Extended Bodily Injury** - covers your liability for Bodily Injury resulting from an intentional act, committed by you or at your direction, using reasonable force, to protect persons or property.

**Newly-Acquired Organizations** - extends coverage automatically for up to 90 days for any newly-acquired or formed organization which you own or in which you have a majority interest except with regard to partnerships or joint ventures.



**EXPLANATION OF LIMITS & APPLICATION OF AGGREGATE**

**A. General Aggregate Limit**

Applies to all Bodily Injury and Property Damage (other than products/ completed ops.), personal injury, and advertising injury.

**B. Products/Completed Operations Aggregate**

Applies to all Bodily Injury and Property Damage included in products/ completed ops. coverage.

**C. Personal and Advertising Injury**

Applies to all claims by one person or organization.

**D. Each Occurrence Limit**

Applies to all bodily injury and property damage incurred in one occurrence.

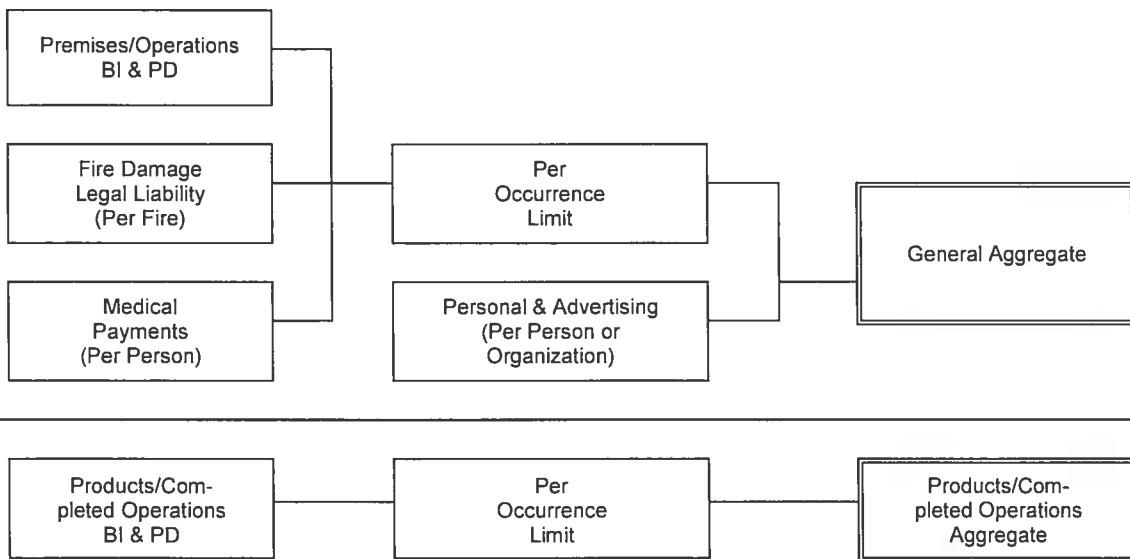
**E. Fire Damage Limit**

A sublimit (subject to occurrence limit) for all damage arising out of one fire.

**F. Medical Expense Limit**

A per person sublimit (subject to occurrence limit) for all medical expenses in one accident.

**G. Limits Apply Separately To Each Annual Period**



Together we'll go far



## AUTOMOBILE LIABILITY

**Insurance Company** OneBeacon Insurance  
A XIII - Admitted

**Effective Date:** 10-01-12 to 10-01-13

### **COVERAGE**

Limits of Insurance:

\$	1,000,000	Automobile Liability
\$	500,000	Self Insured Retention - Each Accident
\$	Covered	Hired & Non-Owned Auto Liability
\$	5,000	Medical Payments
\$	1,000,000	Uninsured/Underinsured Motorist

## Features & Benefits

### **Broad "Who is an Insured" provision:**

- Government Entity
- Elected or appointed officials
- Employees
- Volunteer Workers
- Persons or organizations with whom there is a written agreement
- Any permitted user
- Owner of commandeered auto

**Notice of Occurrence provision:** for officers, legal departments or designated employee in event of accident, claim, suit or loss

**Broadened Bodily Injury** – provision that includes mental anguish

**Expected or Intentional Bodily Injury and Property damage** – caused by a covered auto and the use of reasonable force in order to protect people or property

**Fellow Employee Exclusion** – automatically deleted

**Supplementary Payments Broadened** – cost of bail bonds is \$3,500; expenses incurred is \$500 per day.

**Police Pursuit coverage is included**

## **AUTOMOBILE**

**Bodily Injury and Property Damage Liability** - protects the insured against loss if held legally liable for bodily injury to others or for damage to property of others caused by an accident and arising out of the ownership, maintenance, or use, including loading and unloading of an automobile.

**Non-Owned and Hired Automobiles** - Auto Non-Ownership Insurance covers the liability of the named insured for losses arising from the operation of automobiles not owned or hired by the named insured. Hired Automobile Insurance covers the liability of the named insured for losses arising from the use of a hired automobile. A hired automobile is one used under contract on behalf of or loaned to the named insured.

**Owned Automobiles** - protection for claims because of Bodily Injury or Property Damage arising out of the ownership, maintenance, or use of an automobile by the insured.

**AUTOMOBILE PHYSICAL DAMAGE**: This provides coverage for loss resulting from damage to owned or long-term leased vehicles subject to certain deductibles.

**Comprehensive Coverage** - "All Risk" coverage subject to standard conditions and exclusions contained in the policy such as but not limited to collision coverage and including glass breakage.

**Collision Coverage** - Damage from collision with another object subject to specified deductible.

**Specified Causes of Loss** - an alternative to Comprehensive coverage and is attached predominately to commercial vehicles. Fire, Theft, Explosion, Riot, Civil Commotion, or the forced landing or falling of any Aircraft or its parts, Flood, Rising Waters, Malicious Mischief and Vandalism, External Discharge or Leakage of Water except loss resulting from rain, snow, or sleet whether wind driven or not, can be provided on a Specified Causes of Loss Basis.



## LAW ENFORCEMENT LIABILITY

**Insurance Company** OneBeacon Insurance  
A XIII - Admitted

**Effective Date:** 10-01-12 to 10-01-13

### **COVERAGE**

Limits of Insurance:

\$	1,000,000	Each Law Enforcement Wrongful Act
\$	1,000,000	Aggregate
\$	500,000	Self Insured Retention

### **Features & Benefits**

#### **Broad “Who is an Insured” provision**

- Government entity
- Current or previously elected or appointed officials
- As designated in mutual aid agreements
- Employees
- Volunteer workers
- Owners of commandeered equipment

**Broad definition of law enforcement wrongful act:** Any actual or alleged act, error, misstatement, misleading statement, omission, neglect or breach of duty by an insured arising from a law enforcement activity.

**Limited Criminal Acts Exclusion** – requires a judgment or final adjudication

**Employee to Third Party Harassment Coverage**

**Sanctioned Off-Duty Coverage**

**Coverage for prosecuting attorneys and staff , other than public defenders or criminal defense attorneys**

**Judicial Operations Coverage** – includes premises of law enforcement operations

**Coverage for Bodily Injury, Property Damage, Personal Injury, Metal Anguish, Emotional Distress or Humiliation.**

**Owned Watercraft** -100 horsepower or less

**Other:**

- Defense costs in addition to policy limits and inside retention
- Punitive damages covered, if allowed by law
- Canine or equine exposure coverage available
- Reimbursement up to \$1,000 per day for loss of earnings to assist in trial and investigation of claims.



## PUBLIC OFFICIALS ERRORS & OMISSIONS

**Insurance Company** OneBeacon Insurance  
A XIII - Admitted

**Effective Date:** 10-01-12 to 10-01-13

### COVERAGE

Limits of Insurance:

\$ 1,000,000 Public Officials Errors & Omissions  
\$ 1,000,000 Aggregate  
\$ 500,000 Self Insured Retention  
09-10-99 Retro Date

\$ 1,000,000 Public Officials Employment Practices  
\$ 1,000,000 Aggregate  
\$ 500,000 Self Insured Retention  
09-10-99 Retro Date

\$ 1,000,000 Public Officials Employee Benefits  
\$ 1,000,000 Aggregate  
\$ 500,000 Self Insured Retention  
09-10-99 Retro Date

### Features & Benefits

#### Broad "Who is an Insured" provision

- Government entity
- Current or previously elected or appointed officials
- Any authorities, boards, commission, councils, districts or other governmental units of the named insured and their employees, if controlled, funded and operated as part of the total operating budget
- Employees
- Volunteer workers
- Person or organization providing services under mutual aid or similar agreements.

**Reimbursement up to \$1,000 per day for loss of earnings to assist in trial and investigation of claims.**

**Liability for Wrongful Acts Extensions:**

- Employee to third party harassment coverage
- Privacy regulation violations
- Network security violations

**Liability for Employment Practices Offenses Extensions:**

- EEOC Defense
- Third party to employee harassment coverage
- Front pay and back pay

**Other:**

- Defense cost in addition to policy limits and inside retention
- Pay on behalf of an duty to defend basis
- Punitive damages covered, if allowed by law
- No exclusions for architects, attorneys or engineers

**No Exclusion For Airport Board**

## EXCESS LIABILITY

**Insurance Company** OneBeacon Insurance  
A XIII - Admitted

**Effective Date:** 10-01-12 to 10-01-13

### **COVERAGE**

Limits of Insurance:

\$ 18,000,000 Aggregate Limit  
\$ 9,000,000 Each Claim Excess of Underlying Insurance



**Regular City Council Meeting**

**5. 17.**

**Meeting Date:** 09/13/2012

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**Information**

**Agenda Item**

**Contract Resolution - Risk Management:** Consider three resolutions authorizing the City Manager to purchase from Travelers Lloyds Insurance Company an insurance policy for inland marine insurance; from Travelers Casualty & Surety Company of America an insurance policy for crime insurance coverage; and from Federal Insurance Company, a member of the Chubb Group, an insurance policy for pipeline liability insurance coverage.

**Item Summary**

Inland marine coverage insures direct physical loss for special classes such as fine arts and sound and broadcasting equipment at stated values. The City's current inland marine insurance includes coverage for Broadcasting and Media equipment and Fine Arts with a deductible of \$2,500 and a current policy premium of \$7,727. The City's broker of record received a \$5,985 renewal quote from Travelers Loyds, for a savings of \$1,742 or 22.5 percent.

Crime coverage insures the loss of monies and securities from employee dishonesty, forgery or alteration, theft, disappearance, destruction, computer fraud, and funds transfer fraud. The City's current crime insurance is provided by Travelers Lloyds Insurance Company with a premium of \$6,500 for \$2 million in coverage with a \$50,000 deductible. The City's broker of record received only one quote; a \$6,800 renewal quote from Travelers Casualty & Surety Company of America, with a slight increase of \$300.

The City's current pipeline liability insurance coverage is provided by Federal Insurance Company, Chubb Group with a premium of \$5,150 for \$2 million in coverage with a \$2,500 deductible. Pipeline liability coverage protects the City in case of an explosion of the City's gas pipeline. The City's broker of record received a \$5,150 level renewal quote from Federal Insurance Company, Chubb Group.

Carriers bind insurance coverage October 1, 2012, after notification of City Council approval. Insurance policies are issued once the insurance company receives the premium from the City for the insurance coverage. Current insurance policies are available in Risk Management.

**Fiscal Impact**

Funds are budgeted in the Proposed FY 2012-13 Risk Management Fund.

**Staff/Board Recommending**

Quincy White, Assistant City Manager

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**Attachments**

Resolution - Inland Marine

Resolution - Crime

Resolution - Pipeline

**RESOLUTION**

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

THAT the City Manager of the City of Lubbock is hereby authorized and directed to purchase for and on behalf of the City of Lubbock, inland marine insurance coverage from Travelers Lloyds Insurance Company, for which the premium amount shall not exceed a rate of .2065 per \$100.00; and

THAT the City Manager may execute any routine documents and forms associated with said insurance coverage.

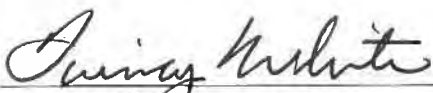
Passed by the City Council this \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

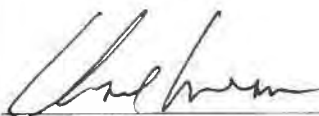
ATTEST:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Quincy White, Assistant City Manager

APPROVED AS TO FORM:

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

gs/ccdocs/RES.Risk Mgmt-Travelers Lloyds Ins  
8.21.12



## INLAND MARINE

**Insurance Company**    The Travelers Lloyds Insurance Company  
A+ XV - Admitted

**Effective Date:**        10-01-12 to 10-01-13

**Location Address:**      Statement of Values attached

### COVERAGE

Limits

#### BROADCASTING & MEDIA EQUIPMENT

\$	Not Covered	Radio & Television Towers
\$	756,289	Transmitting, Receiving and Studio Operating Equipment
\$	5,682	BHC Sound Equipment
\$	6,820	SWM Sound Equipment
\$	<u>768,791</u>	<b>Property at Your Premises Total Limit</b>
\$	Not Covered	Data & Media
\$	Not Covered	Scenery, Costumes & Theatrical Property
\$	Not Covered	Improvements & Betterments
\$	Not Covered	Buildings as covered by this form
\$	Not Covered	Mobile & Portable Equipment (per schedule on file w company)
\$	Not Covered	Other Property
\$	Not Covered	Tower Collapse
\$	ACV	Actual Cash Value Valuation
\$	2,500	Deductible

#### COVERAGE EXTENSIONS

Tuning of Towers Up to \$5,000  
Property at Temporary Location Up to \$50,000

#### ADDITIONAL COVERAGES

Debris Removal Up to 25%  
Pollutant Clean Up & Removal Up to \$10,000  
Valuable Papers & Records  
Up to \$10,000  
Fire Department Service Charge Up to \$2,500  
Fire Protective Equipment Recharge Up to \$2,500  
Newly Acquired Property Up to \$100,000



**COVERAGE**

Limits

**FINE ARTS - MUSEUMS**

\$	561,545	BHC Accessioned
\$	439,900	BHC Items in Loan
\$	59,385	BHC Items Owned
\$	263,733	SWM Accessioned
\$	800,615	SWM Items In Loan
\$	<u>2,141,680</u>	<b>Property at Your Premises Total Limit</b>
\$	500,000	Property at any other location
\$	250,000	Property in transit
\$	No Coverage	Flood
\$	No Coverage	Earth Movement
\$	250,000	Temporary Exhibits at your premises
\$	2,500	Deductible

**EXTENSIONS**

- Debris Removal Lesser of 25% of Basic LOI or \$10,000
- Pollutant Cleanup and Removal Up to \$10,000
- Parcel Post & Registered Mail Up to \$1,000 per package, \$25,000 any one Occurrence
- Expediting Expenses Up to \$25,000
- Inventory, Appraisals & LAE Up to \$10,000
- Fire Department service Charge Up to \$5,000
- Refilling of Fire Protective Devices Up to \$5,000
- US Indemnity Clause Up to \$500,000

**Rate - .2065 - Fine Arts**

**RESOLUTION**

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

THAT the City Manager of the City of Lubbock is hereby authorized and directed to purchase for and on behalf of the City of Lubbock, crime insurance coverage from Travelers Casualty & Surety Company of America, for which the premium amount shall not exceed \$6,800.00 or the amount adjusted due to changes in the premiums required as a result of the annual audit; and

THAT the City Manager may execute any routine documents and forms associated with said insurance coverage.

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

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR


ATTEST:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Quincy White, Assistant City Manager

APPROVED AS TO FORM:

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

RES.Risk Mgmt-Travelers Casualty & Surety  
August 21, 2012



## CRIME

**Insurance Company** Travelers Casualty & Surety Company of America  
A+ XV - Admitted

**Effective Date:** 10-01-12 to 10-01-13

## **COVERAGE**

Limits of Insurance:

\$	2,000,000	Employee Theft
\$	2,000,000	Forgery or Alteration
\$	2,000,000	On Premises
\$	2,000,000	In Transit
\$	2,000,000	Money Orders & Counterfeit Money
\$	2,000,000	Computer Fraud
\$	2,000,000	Funs Transfer Fraud
\$	1,000,000	Faithful Performance or Duty
\$	50,000	Deductible
\$	5,000	Claim Expense

## CONDITIONS

- Discovery Form
- Computer Program & Electronic Data Restoration Expense - Not Covered
- ERISA Fidelity - Not Covered
- Employee Theft of Client Property - Not Covered
- Worldwide Coverage
- No Policy Aggregate

**RESOLUTION**

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

THAT the City Manager of the City of Lubbock is hereby authorized and directed to purchase for and on behalf of the City of Lubbock, pipeline liability insurance coverage from Federal Insurance Company, a member of the Chubb Group, for which the premium amount shall not exceed \$5,150.00; and

THAT the City Manager may execute any routine documents and forms associated with said insurance coverage.

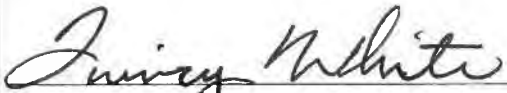
Passed by the City Council this \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

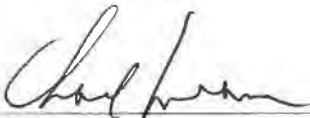
ATTEST:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Quincy White, Assistant City Manager

APPROVED AS TO FORM:

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

RES.Risk Mgmt-Fed Insur Co. Chubbs Grp  
August 21, 2012



## PIPELINE LIABILITY

**Insurance Company** Federal Insurance company / Chubb  
A++ XV - AM Best - Admitted Carrier

**Effective Date:** 10-01-12 to 10-01-13

### **COVERAGE**

Limits of Insurance:

\$	2,000,000	General Aggregate
\$	1,000,000	Advertising & Personal Injury Aggregate
\$	1,000,000	Each Occurrence
\$	1,000,000	Damage to Premises Rented To You
\$	10,000	Medical Expense, Any One Person
\$	2,500	Deductible

### **ADDITIONAL COVERAGES**

Non-Owned Aircraft (under 40 feet)	Operating Agents/Carried Interest/Non-Operating Working Interest
Employees as Insured	Terrorism Provision
Automatic Coverage for Newly Acquired Organizations (120 Days)	Limitation to Designated Premises or Project Designated Organization
Incidental Medical Malpractice	Power-Tex Pipeline - Additional Insured
Limited World Wide Coverage	
Host Liquor Liability	

### **EXCLUSIONS**

Information Distribution	Water Operations
Radioactive Material	Underground Resources & Equipment Hazard
Architects, Engineering or Surveyors Professional	Nuclear Energy



**Regular City Council Meeting**

**5. 18.**

**Meeting Date:** 09/13/2012

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**Information**

**Agenda Item**

**Contract Resolution - Risk Management:** Consider a resolution authorizing the City Manager to purchase from Texas Municipal League (TML) an insurance policy for property insurance coverage.

**Item Summary**

The City purchases property insurance for its structures, contents, and equipment. The coverages include, but are not limited to:

- Special Form Property Policy, formerly known as All Risk, covers direct physical loss up to \$400 million. The estimated total value of all City structures, contents, and equipment is in excess of \$922 million. A total loss is unlikely. Therefore, \$400 million in coverage is recommended.
- Flood and earthquake coverage is limited to \$25 million for moderate hazard zones and \$10 million for high hazard zones.
- All property and contents, excluding mobile equipment and vehicles, are covered at replacement cost.
- Mobile equipment and vehicles are covered at actual cash value.

The current carrier is TML with an premium of \$454,182. The City's Broker of Record marketed various companies, but only received quotes from Texas Municipal League for a premium of \$440,700. Staff recommends the renewal of insurance provided by TML for \$400 million of coverage and a premium of \$440,700, which is a 3 percent decrease.

Carriers bind insurance coverage October 1, 2012, after notification of City Council approval. Insurance policies are issued once the insurance company receives the premium from the City for the insurance coverage. Current insurance policies are available in Risk Management.

**Fiscal Impact**

Funds are budgeted in the Proposed FY 2012-13 Risk Management Fund.

**Staff/Board Recommending**

Quincy White, Assistant City Manager

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**Attachments**

Resolution - Property

**RESOLUTION**

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

THAT the City Manager of the City of Lubbock is hereby authorized and directed to purchase for and on behalf of the City of Lubbock, property insurance coverage from Texas Municipal League (TML), for a premium amount not to exceed a rate of .04798 per \$100.00; and

THAT the City Manager may execute any routine documents and forms associated with said insurance coverage.


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

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Quincy White, Assistant City Manager

APPROVED AS TO FORM:

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

RES. Risk Mgmt-Texas Municipal League  
August 21, 2012



## PROPERTY

**Insurance Company** Texas Municipal League - TML

**Named Insured:** City of Lubbock

**Mailing Address:** P.O. Box 2000  
Lubbock, TX 79457

**Effective Date:** 10-01-12 to 10-01-13

**Locations:** Statement of Values attached

### COVERAGE

Limits of Insurance:

\$ 400,000,000	Blanket Building & BPP
\$ 826,797,400	• Property
\$ 22,047,479	• Mobile Equipment
\$ 69,604,062	• Citibus & Fleet
<b>\$ 918,448,941</b>	<b>Total Insured Value</b>

Deductibles

**\*Please refer to coverage comparison spreadsheet**

Additional Coverages

**\*Please refer to coverage comparison spreadsheet**

### LEASED LOCATIONS

- LIA Hangar Bldg #310 (Chaparral), 5417 N Walnut
- LIA Warehouse Bldg #722 (Thiel), 5500 N Zenith
- LIA Hangar #32 (G&G Avionics), 5902 N Cedar
- LIA Warehouse Bldg #710 (Nortec), 2828 E Dubuque
- LIA Warehouse Bldg #714, (Marco), 5612 N David Ave
- LIA Warehouse Bldg #716 (Marco Steel), 5618 N David Ave
- LIA Warehouse Bldg #721 (Thiel), 5501 N Zenith

Limits and Coverages	TML
<b>Loss Limit</b>	400,000,000
<b>Blanket, Agreed Amount, No Co-Insurance</b>	Yes
<b>Deductibles:</b>	
Property	250,000
Flood	250,000
Earthquake	250,000
Named Storm	250,000
6 Designated Locations (leased)	50,000
<b>Flood:</b>	
High Hazard (Zones A, V, B, X)	25,000,000
All Other Zones except:	Included
Earthquake	Incl. w/Flood
Transportation	1,000,000
Named Storm	Loss Limit
Accounts Receivable	5,000,000
Automatic/Newly Acquired - 90 Days	1,000,000
Boiler & Machinery	Excluded
Brands and Labels	Loss Limit
Consequential Reduction in Values	Loss Limit
Control of Damaged Property	Loss Limit
Course Of Construction (COC)	Loss Limit (if reported)
COC Testing	Included
COC Time Element	Included in EE
Debris Removal	Included
Decontamination Costs	\$20,000 each premise
Defense Cost	Unlimited
Demolition and Increase Cost of Construction (ICC)	Loss Limit
Unintentional E&O	Loss Limit
Exhibits, Expositions, Fairs & Trade Shows	Loss Limit
Fire Dept. Surcharge	Included

Leasehold Interest- 365 days max	5,000,000
Misc. Unnamed Locations	Loss Limit
Service Interruption	Loss Limit
Tax Treatment of Profits	Included in EE
Valuable Papers	5,000,000
Extra Expense	5,000,000
Rental Insurance	Included in EE
Ingress/Egress - 30 Days	Included
Order of Civil Authority - 30 Days/1 mile	Included - 2 Weeks
Impounded Water	Loss Limit
*TRIA	25,000,000

### COVERAGE DEFINITIONS

**Buildings** – Real Property is covered on an “All Risk” Replacement Cost basis subject to standard conditions and exclusions contained in the policy such as but not limited to war, nuclear contamination, earthquake, flood, settling and cracking foundations, and damage by insects, etc.

**Personal Property** – Business Personal Property is covered on an “All Risk” Replacement Cost basis subject to standard conditions and exclusions such as but not limited to war, nuclear contamination, earthquake, flood, wear and tear, and conversion.

**Rates:** Texas Municipal League  
As quoted - .04798



**Regular City Council Meeting**

**5. 19.**

**Meeting Date:** 09/13/2012

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**Information**

**Agenda Item**

**Contract Resolution - Risk Management:** Consider a resolution authorizing the City Manager to purchase from Hartford Steam & Boiler Inspection and Insurance Company an insurance policy for boiler and machinery coverage.

**Item Summary**

Boiler and machinery insurance provides coverage for the mechanical failure and damage of generating equipment, boilers, heating, ventilating, air conditioning equipment, pumps and other mechanical equipment, excluding wear and tear. The City's current boiler and machinery insurance coverage is provided by Hartford Steam & Boiler with \$50 million in coverage and deductibles from \$25,000 to \$500,000 for a current premium of \$411,609.

Hartford Steam & Boiler was the only company to provide a quote; at a renewal premium of \$428,225 or 4%, slightly higher than the current premium but guaranteed for three years.

Hartford Steam & Boiler Inspection and Insurance Company offers replacement cost coverage on all generating equipment with the exception of equipment that is more than 25 years old and has not been overhauled during the last seven years. In addition, Hartford Steam & Boiler Inspection and Insurance Company provides loss prevention services that include state inspections for all City owned boilers, infrared thermographic testing, oil analysis, and Doble testing on electric generating and distribution equipment.

Staff recommends purchase for boiler and machinery coverage from Hartford Steam & Boiler Inspection and Insurance Company, for a policy premium of \$428,225, with deductibles ranging from \$25,000 to \$500,000.

Carriers bind insurance coverage October 1, 2012, after notification of City Council approval. Insurance policies are issued once the insurance company receives the premium from the City for the insurance coverage. Current insurance policies are available in Risk Management.

**Fiscal Impact**

Funds are budgeted in the Proposed FY 2012-13 Risk Management Fund.

**Staff/Board Recommending**

Quincy White, Assistant City Manager

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**Attachments**

Resolution - Hartford Steam & Boiler

**RESOLUTION**

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

THAT the City Manager of the City of Lubbock is hereby authorized and directed to purchase for and on behalf of the City of Lubbock, boiler and machinery insurance coverage from Hartford Steam & Boiler Inspection and Insurance Company, for a premium amount not to exceed rates of .0533/\$100; and

THAT the City Manager may execute any routine documents and forms associated with said insurance coverage.

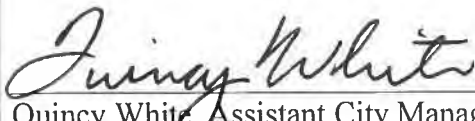
Passed by the City Council this \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR


ATTEST:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Quincy White, Assistant City Manager

APPROVED AS TO FORM:

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

RES.Risk Mgmt-Hartford Steam & Boiler Ins.  
August 21, 2012

## BOILER & MACHINERY

**Insurance Company** Hartford Steam Boiler  
A+ XV - Admitted

**Effective Date:** 10-01-12 to 10-01-13

### **COVERAGE**

Limits of Insurance:

<b>Coverage</b>	<b>Hartford Steam</b>
Equipment Breakdown Limits	\$50,000,000
Property Damage	Included
Business Income	\$5,000,000
Extra Expense	Combined with Business Income
Service Interruption	\$100,000
Spoilage Damage	\$100,000
Utility Interruption	\$100,000
(Coverage applies only if the interruption of services lasts at least 24 hrs)	
Off Premises Property Damage	Excluded
Newly Acquired Premises (90 days)	\$2,500,000
Ordinance or Law Coverage	\$100,000
Data Restoration	\$100,000
Demolition	\$100,000
Errors & Omissions	Included Subject to Conditions
Contingent Business Income & Extra Expense	No Coverage
Contingent Extra Expense Only	No Coverage
Mold	\$25,000
Green	\$25,000
Hazardous Substances	\$100,000





subsequent annual period, except premium will be adjusted for (1) value changes at existing locations; (2) new locations and; (3) additional coverage.

Annual Period means those twelve (12) month periods that begin on the effective date of this policy (and each of the next 2 successive anniversaries) and expire subsequently 12 months thereafter (and each of the next 2 successive anniversaries).

The Cumulative Loss Ratio means the Cumulative incurred losses divided by the Cumulative Earned Premium.

Cumulative incurred losses means all losses actually paid and reserves for unpaid losses as estimated by us for the period beginning on the effective date of this policy through and including the most recent annual period. You shall notify us of the intention to file a claim for loss or damage, and shall make a tentative estimate of the amount of such loss or damage within sixty (60) days following the date of loss. This requirement does not modify the policy condition of duties in the event of loss or damage.

Cumulative Earned Premium means the sum of the earned premium for each annual period for the period beginning on the effective date of this policy through and including the most recent annual period.



**Regular City Council Meeting**

**5. 20.**

**Meeting Date:** 09/13/2012

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**Information**

**Agenda Item**

**Contract Resolution - Risk Management:** Consider a resolution authorizing the City Manager to purchase from Ace Property and Casualty Insurance Company an insurance policy for airport and non-owned aircraft liability coverage.

**Item Summary**

Airport liability insurance covers liability claims for bodily injury and property damage, resulting from airport operations. Non-owned aircraft liability covers liability claims for bodily injury and property damage resulting from the occupancy or operation of a non-owned aircraft, including allegations of civil rights violations for airport police boarding a commercial or private aircraft. The City purchases airport and non-owned aircraft liability insurance separately from its other liability insurance program, which specifically excludes aircraft. The current insurance policy is with Ace Property and Casualty Insurance Company and has \$50 million in coverage for airport liability insurance and \$50 million in coverage for non-owned aircraft liability insurance. Both policies include no deductible.

The renewal quote from Ace Property and Casualty Insurance Company, the only quote submitted, includes the same coverage as the current policy and the broker of record was able to negotiate a reduced premium of \$24,469 for FY 2012-13, which is \$1,969, or 7.5 percent, less than the \$26,438 FY 2011-12 premium.

Carriers bind insurance coverage October 1, 2012, after notification of City Council approval. Insurance policies are issued once the insurance company receives the premium from the City for the insurance coverage. Current insurance policies are available in Risk Management.

**Fiscal Impact**

Funds are budgeted in the Proposed FY 2012-13 Risk Management Fund.

**Staff/Board Recommending**

Quincy White, Assistant City Manager

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**Attachments**

Resolution - Ace Property

**RESOLUTION**

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

THAT the City Manager of the City of Lubbock is hereby authorized and directed to purchase for and on behalf of the City of Lubbock, airport and non-owned aircraft liability insurance coverage from Ace Property and Casualty Insurance Company, for a premium amount not to exceed \$24,469.00; and

THAT the City Manager may execute any routine documents and forms associated with said insurance coverage.

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

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR


ATTEST:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Quincy White, Assistant City Manager

APPROVED AS TO FORM:

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

RES.Risk Mgmt-Ace Property & Casualty Ins  
August 21, 2012



## AIRPORT OWNERS & OPERATORS LIABILITY

**Insurance Company** Ace Property & Casualty Insurance / Ace  
A+ XV - AM Best - Admitted Carrier

**Effective Date:** 10-01-12 to 10-11-13

### COVERAGE

Limits of Insurance:

\$ 50,000,000	Products-Completed Operations, Annual Aggregate
\$ 50,000,000	Advertising & Personal Injury Aggregate
\$ 50,000,000	Malpractice Annual Aggregate
\$ 50,000,000	Extended Coverage - Ware, Hi-jacking and Other Perils - Annual Aggregate
\$ 250,000	Fire Damage Limit - Any One Person
\$ 10,000	Medical Expense - Any One Person
\$ 50,000,000	Hangarkeeper not "in flight" - Any One Occurrence
\$ 50,000,000	Hangarkeeper not "in flight" - Any One Aircraft
\$ 50,000,000	Non-Owned Aircraft Liability
\$ Included	Terrorism
\$ NIL	Deductible

➤ **Exclusions**

War, Hi-jacking, Noise, Pollution and other perils exclusion clause

➤ **Subject to**

90 Days notice of cancellation, non-renewal or reduction in coverage by Insurer, but

10 Days notice for non-payment of premium.



**Regular City Council Meeting**

**5. 21.**

**Meeting Date:** 09/13/2012

**Information**

**Agenda Item**

**Contract Resolution - Risk Management:** Consider a Resolution authorizing the Mayor to execute Interlocal Agreement 10629 with Texas Political Subdivisions Joint Self Insurance Fund (JSIF) to provide Third Party Administrator Liability Claims Services, RFP 12-10629-DT.

**Item Summary**

The City has an obligation under its excess liability policy, to provide an adequate investigation of any claim within the self-insured retention (deductible). Additionally, the City became self-insured December 11, 1986, under Resolution No. 2481. Section 9 of the resolution authorizes the City Manager to issue requests for proposals (RFP) to secure claims adjusting and related services necessary for the Self-Insurance Fund.

Proposals were considered in accordance with Chapter 252, Texas Local Government Code, to comply with statutory procedures for competitive sealed proposals when purchasing professional services. Responses to the Request for Proposals (RFP) were evaluated by the evaluation committee. Evaluation criteria published in the RFP included:

Services: 30%, which includes the ability to respond in person within thirty minutes and to meet with citizens regarding claims filed against the City.

MMSE Administration and Reporting: 20%, which includes comprehensiveness of a plan to assist the City in the Medicare, Medicaid, CHIPS Act of 2007 - Section 111 reporting requirements.

Management Information: 20%, which includes the ability to capture adequate data in a format acceptable to the City and the City's insurer.

Financial Capacity: 10%, evidenced by a certificate of insurance.

Annual contract cost: 20%.

Four proposals were received from the following firms and were ranked as follows:

Texas Political Subdivisions JSIF of Dallas, TX	420 points
JI Companies of Austin, TX	340 points
Hammerman & Gainer, Inc. home office in New Orleans, LA	280 points
Alternative Services Concepts home office in Nashville, TN	230 points

Hammerman & Gainer, Inc and Alternative Services Concepts proposals did not offer competitive pricing and did not satisfy all service requirements requested in the RFP.

The selection of Texas Political Subdivisions JSIF as the Liability Claims Services contractor for automobile, general and other liability claims offers the City access to local staff with an off-site support system and a claims information system that can integrate the City's historical data for better reporting and analysis. The proposed

contractor has agreed to hire a local adjuster who will only work the City of Lubbock claims. The contract term is one year with the option to renew for two additional one-year terms. In addition, Texas Political Subdivisions JSIF is an approved claims administrator by the City's excess liability insurance carrier.

The estimated cost for the contract is \$151,169.

**Fiscal Impact**

Funds are budgeted in the Proposed FY 2012-13 Risk Management Fund.

**Staff/Board Recommending**

Quincy White, Assistant City Manager

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**Attachments**

Resolution - Contract 10629

TPS Contract 10629

**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. 10629 for Third Party Administrator Liability Claim Services, by and between the City of Lubbock and Texas Political Subdivision Joint Self Insurance Fund of Dallas, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

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

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR


ATTEST:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Quincy White, Assistant City Manager

APPROVED AS TO FORM:

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

vw:ccdocrs/RES.Contract-Tex Pol. Joint Self Ins. Fund  
August 22, 2012



TEXAS POLITICAL SUBDIVISIONS  
PROPERTY/CASUALTY JOINT SELF-INSURANCE FUND  
INTERLOCAL AGREEMENT  
CONTRACT NUMBER 12-F0633

(Cash Flow Plan For Political Subdivisions)

This Interlocal Agreement entered into by and between the Texas Political Subdivisions Property/Casualty Joint Self-Insurance Fund (hereinafter referred to as "Fund") and the undersigned political subdivision of the State of Texas (hereinafter referred to as "Fund Member") is for the purpose of providing liability, property and automobile physical damage self-insurance funding; insurance; reinsurance; claims administration; loss control services; and other risk management services as needed for the "Fund Members" and their employees.

WITNESSETH:

The undersigned Fund Member, in accordance with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and the interpretation thereof by the Attorney General of the State of Texas (Opinion #MW-347, May 29, 1981), and in consideration of other political subdivisions executing similar Interlocal Agreements, does hereby agree to become a member of the Fund. The conditions of membership agreed upon by and between the parties are as follows:

1. Definition of terms used in this Interlocal Agreement.
  - a. **Allocated Loss Expense** -- the costs incurred in processing claims, including but not limited to court costs, expenses for investigation and adjustment of claims, legal expenses, cost containment services (such as PPO discounts, rehabilitation services, medical management services), costs in protection and pursuit of subrogation/recovery rights, and similar expenses chargeable to a particular claim (excluding ordinary overhead expenses of the Fund and/or its designee such as salaries and other fixed expenses).
  - b. **Board** -- the Board of Trustees of the Texas Political Subdivisions Property/Casualty Joint Self-Insurance Fund.
  - c. **Loss** -- the sums actually paid or payable by the Fund in the settlement or satisfaction of any claim or suit for which a Fund Member is liable either by adjudication or settlement made with the written consent of the Fund.
2. At the Fund's discretion, each Fund Member may adopt any or all of (1) the TPS Joint Self-Insurance Fund General Liability Coverage, (2) the TPS Joint Self-Insurance Fund Automobile Liability and Physical Damage Coverage, or (3) the TPS Joint Self-Insurance Fund Property Coverage self-insurance plans. Whichever Self-Insurance Plan(s) the Fund Member accepts, the Fund Member agrees to adopt and accept the coverages, provisions, terms, conditions, exclusions and limitations of the applicable Self-Insurance Plan(s) Coverage Document(s). The limits of self-insurance, optimal coverages and deductibles selected by the Fund Member will be shown on the Declarations of each coverage document.

3. If the Fund Member adopts the TPS Joint Self-Insurance Fund General Liability Coverage, or the TPS Joint Self-Insurance Fund Automobile Liability and Physical Damage Coverage self-insurance plan(s) which cover liability exposures, it is understood that by participating in this Self-Insurance pool, the Fund Member does not intend to waive any of the immunities that its officers or employees now possess. The Fund Member recognizes the Texas Tort Claims Act and its limitations to certain governmental functions as well as its monetary limitations, and that by executing this Agreement does not agree to expand those limitations.
4. **This Interlocal Agreement shall commence at 12:01 a.m. on the date shown as "effective date" on the signatory page of this Agreement, and shall terminate at 12:01 a.m. on October 1, 2013. This Agreement may be terminated by (a) mutual consent or by (b) either party giving sixty (60) days prior written notice of termination to the other party or (c) as otherwise specified in this Interlocal Agreement or the Bylaws of the Fund.**
5. The Fund member agrees to execute necessary authorization form(s) permitting the Fund and/or its designee to obtain from other parties experience rating information for the Fund Member.
6. The newly enrolling Fund Member who has not previously been a member of this Fund or the Fund Member who has not previously operated under this Cash Flow plan agrees to pay the Fund, on or before the inception date of this Interlocal Agreement, an initial payment of one (1) month's estimated Claims Administration Fee plus 1/12 of the estimated annual Contractor Charges such as Administrative Services Fees, Loss Control Services, or other charges as set forth in Exhibit A attached hereto. On or before the commencement of the third month after the inception date of this Interlocal Agreement, the Fund Member agrees to pay an amount equal to the actual Claims Administration Fee, the total Field Service Fee (if any) of the first month of membership plus any other associated Claims Administration Fee plus 1/12th of the estimated annual Contractor Charges. On or before the commencement of the fourth month of this Interlocal Agreement, a similar payment based upon the actual Claims Administration Fee of the second month shall be paid to the Fund, with subsequent monthly payments to be paid each and every month thereafter, based on the actual Claims Administration Fee and applicable charges. The actual Claims Administration Fee of the Fund Member are those fees paid by the Fund on behalf of the Fund Member in the month which is two months prior to the billing month. However, the Fund and the Fund Member may agree to a different payment plan.
7. The Fund Member who was a member of this Fund immediately prior to the inception date of this Interlocal Agreement and has operated under this Cash Flow plan agrees to pay the Fund for those services described in this Agreement and the charges listed in Exhibit A attached hereto. Each month's billing will include 1/12th of the estimated annual Contractor Charges as described in Paragraph 6 above. Also included in this billing will be an amount equal to the actual Claims Administration Fee of the Fund Member plus any other associated Claims Administration Fee as set forth in Exhibit A.
8. The Fund will invoice the Fund Member monthly for these amounts due and the payment by the Fund Member is due in the office of the Fund and/or its designee on or before the beginning of the month. In the event the Fund Member fails or refuses to make the payments of charges as herein provided, the Fund reserves the right to terminate such Fund

Member by giving ten (10) days written notice and to collect any and all outstanding charges or other required payments which were incurred prior to the date of the Interlocal Agreement termination.

9. It is further agreed that the Fund Member will create on or before the inception date of the Interlocal Agreement a loss deposit with the Fund equal to a minimum of two months estimated paid losses. This deposit will be adjusted periodically to accurately reflect realistic monthly loss payments and/or timely invoice payments.
10. After termination of this Agreement, the Fund will continue to handle claims with an accident date occurring during the term of this Agreement until such claims are ultimately and finally disposed of or closed. After termination of this Agreement, the Fund Member will pay the Fund each and every month, until all claims handled by the Fund are disposed of, the monthly claims administration charge calculated as described herein, and the monthly reimbursement of actual claims losses paid on behalf of the Fund Member as determined herein. The Fund Member also agrees to maintain with the Fund the loss deposit as determined herein. Upon expiration of this contract, the Fund or its designated agent will continue to adjust claims which occurred or are made during the Agreement Period.
11. In the event the Fund Member fails or refuses to make any required payment on a timely basis as described herein, the Fund reserves the right, by giving ten (10) days written notice, to cease all payments on behalf of the Fund Member and return any files on active property/casualty claims to the Fund Member. In such event, the Fund Member agrees to assume all liabilities and claims handling responsibilities on those claims from the date of notification forward. The Fund Member agrees to pay the Fund all charges and other required payments which were incurred prior to the date of notification.
12. After termination of this Agreement, the Fund is not obligated to provide any of the services as described herein except for claims administration services as described in Paragraph 12 above.
13. Loss Control Services will be supplied by the Fund and/or its designee to Fund Members to assist them in following a plan of loss control that may result in reduced losses. The undersigned Fund Member agrees that it will cooperate in instituting any and all reasonable loss control recommendations for the purpose of eliminating or minimizing hazards that would contribute to losses. The loss control services provided are, however, optional for the Fund Member. If the Fund Member elects this service, its election shall be indicated on Exhibit A attached hereto.
14. Pursuant to the terms and conditions of the applicable Self-Insurance Plan(s) Coverage Documents, the Fund and/or its designee, agrees to administer any and all claims after notice of claim has been given and to provide a defense where appropriate. The Fund Member hereby appoints the Fund and/or its designee as its agent to act in all matters pertaining to processing and handling of all claims and shall cooperate fully in supplying any information needed or helpful in the administration of those claims. The Fund and/or its designee shall carry on all negotiations with any third parties or their attorneys and negotiate within authority granted by the Fund. The Fund and/or its designee shall retain and supervise legal counsel on behalf of and at the expense of the Fund as necessary for the prosecution and defense of any litigation.

15. At the option of the Fund and/or its designee, a Fund Member may be allowed to choose the legal counsel it deems most appropriate for the handling of any individual claim. However, all decisions on individual claims shall be made by the Fund and/or its designee, which includes the decision to appeal or not to appeal a final adjudication at the trial court level. However, any Fund Member shall have the right to consult with the Fund and/or its designee on any claim and have the right to appeal any decision made by the Fund and/or its designee to the Board. Any suit brought or defended by the Fund shall be brought or defended only in the name of the Fund Member and/or its officers or employees.
16. The Fund Member will be solely responsible for future benefits payable and for funding its net reserve. The Fund Member agrees to hold the Fund harmless from any and all claims (including attorney fees) that may be asserted against the Fund for the non-payment of any claim due to the failure of the Fund Member to maintain adequate reserves for the payment of claims.
17. The Fund agrees that all Fund transactions will be audited annually by a certified public accounting firm.
18. The Fund Member agrees that it will appoint a coordinator of department head rank or higher, and that the Fund and/or its designee shall not be required to contact any other individual except this person. Any notice to or any agreements with the Coordinator shall be binding upon the Fund Member. The Fund Member may change the Coordinator by giving written notice to the Fund.
19. The Fund Member acknowledges that it has received a copy of the Bylaws of the Fund, and it agrees to abide by these Bylaws and any amendments thereto and any and all policies and procedures of the Fund.
20. The Fund Member shall have the right to appeal any decision or recommendation of the Fund and/or its designee to the Board whose determination will be final. Any appeal shall be made in writing to the Fund Secretary within 60 days of decision or recommendation of the Fund and/or its designee.
21. Any party hereto paying for the performance of governmental functions or services shall make payments from current revenues available to the paying party.
22. The Fund Member shall take no action to release, discharge or impair its right to seek recovery of any amounts paid under this Agreement from any person or entity legally responsible for the bodily injury, sickness or disease, or death for which such payment is made. Nor may the Fund Member assign such rights without the express, written approval of the Fund.
23. This Interlocal Agreement, together with all the Amendments, Supplements and other attachments hereto, including but not limited to Exhibit "A", Amendments 1, 2 and 3, constitutes the entire agreement between the parties and supersedes all previous Interlocal Agreements, promises, representations, understandings and negotiations, whether written or oral, between the parties with respect to the subject matter hereof.

24. If any portion of this Interlocal Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
25. It is the intent of the Parties that the Fund and/or its designee and the Fund Member each shall bear responsibility for any of its own negligence or its own error or omission, including, but not limited to, claims alleging violations of the Texas Insurance Code, the Deceptive Trade Practices and Consumer Protection Act, and the common law duty of good faith.
26. The Fund and/or its designee shall not be held accountable for any increased cost or expense to the Fund Member involving payments of claims, under any contention by the Fund Member that a claim service, risk management service, loss control service, or administrative service could have been handled differently.
27. The Fund Member agrees to timely provide all necessary information to the Fund and/or its designee and to timely execute all necessary documents as may be needed or required for the administration of the Fund.
28. Periodically each Fund Member will be provided a computer printout containing a statement of claims cumulative for said Fund Member by Effective Date of that Fund Member.

**TO BE COMPLETED BY FUND MEMBER**

City of Lubbock  
Fund Member Name

Signature of Authorized Official

Date  
ATTEST:

Glen C. Robertson  
Type Name

Rebecca Garza, City Secretary

Mayor  
Title

**THE PROPERTY/CASUALTY COORDINATOR FOR THE FUND MEMBER IS:**

Coordinator Name & Title: Ms. Leisa Hutcheson

Mailing Address: 1625 13<sup>th</sup> Street, Lubbock, TX 79457

Street Address: (same as above)

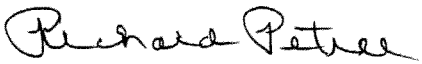
Telephone Number: (806) 775-2277

Fax Number: (806) 775-2164

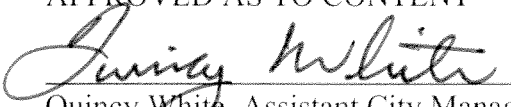
**TO BE COMPLETED BY TPS FUND OFFICE**

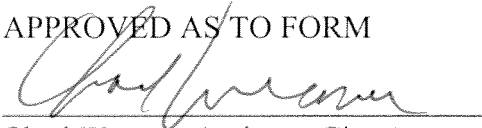
October 1, 2012  
Effective Date of Agreement

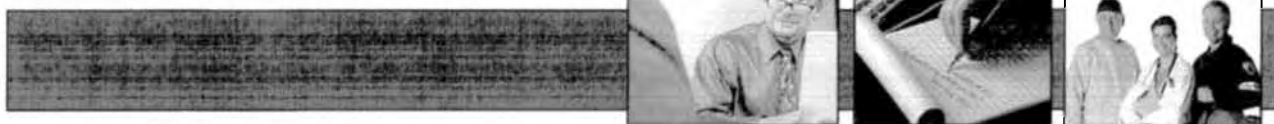
12-F0633  
Contract Number

  
Signature of Fund Secretary

August 21, 2012  
Date

APPROVED AS TO CONTENT  
  
Quincy White, Assistant City Manager

APPROVED AS TO FORM  
  
Chad Weaver, Assistant City Attorney



## Section E: Fees & Expenses

### Liability Claims Administration

TPS proposes to provide claims administration services for the **City of Lubbock** claims management program per the following schedule. Stated fees do not include loss or allocated loss adjustment expense (ALAE) payments. A sample listing of ALAE items is included at the end of this section.

#### Life of Contract Handling\*

##### General Liability

Property Damage <\$25,000	\$300 per claim
Property Damage >\$25,000	\$350 per claim
Bodily Injury	\$375 per claim

##### Auto Liability

Property Damage	\$245 per claim
Bodily Injury	\$415 per claim
Med Pay/PIP	\$335 per claim
Collision/Comprehensive	\$175 per claim

##### Property

<\$25,000	\$265 per claim
>\$25,000	\$330 per claim
Business Interruption	\$300 per claim
Extra Expense	\$285 per claim

##### Other Coverages

E&O	\$665 per claim
Professional Liability	\$665 per claim
Garage Keeper	\$570 per claim
Public Official Liability	\$665 per claim
Law Enforcement Liability	\$665 per claim
Crime	\$570 per claim

#### Tail File (take-over) Handling

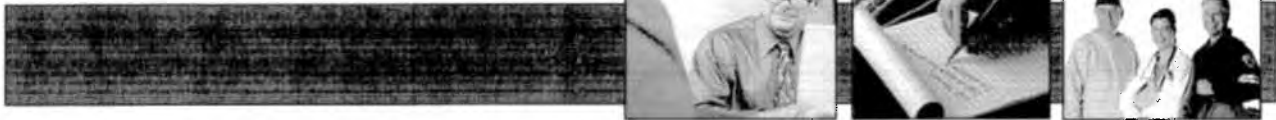
AL/physical Damage	\$125 per claim
BI (GL or AL)	\$175 per claim
PD (GL or AL)	\$235 per claim
Property	\$200 per claim
Other: Professional Liability	\$510 per claim





## Additional Service Fees

<b>Administration Fee</b>	\$2,500
<b>Information Services</b>	
Claims System Viewing I.D.'s, Training, On-line Access	\$Included
Total conversion of prior claims data	\$3,900



## Allocated Loss Adjustment Expenses

The following items are examples of allocated loss adjustment expenses, and are in addition to the stated per-claim service fees. They will be charged to the file "as vended".

- Independent medical examinations and medical records
- Medical cost containment services including hospital bill audit, provider bill audit, PPO utilization, telephonic and field nurse case management services
- Court costs and fees for service of process, outside attorney fees, court reporter and stenographer services and transcripts
- Witness fees and expenses
- Bond premiums
- Printing costs related to trials and appeals
- Testimony, opinions, appraisals, reports, surveys and analysis of professionals and/or experts
- Trial and hearing attendance fees
- Depositions, video statements
- Private investigator fees
- Vocational rehabilitation fees
- Crisis management vendor fees
- Alternate dispute resolution fees
- Other vended services including, but not limited to field investigation
- Loss Control Services \$115 per hour

## Invoicing

Invoicing for claim service fees will be done monthly on an "as incurred" basis for per claim fees. The administration fee will be billed in full during the first months billing. All ALAE including any managed care fees will be paid through the file.

## Definitions of Injury categories

**Incident Only Claim:** A claim reported for record only purposes. No contacts, bill payments, acknowledgements, or any other claim handling is anticipated or required.

**Indemnity Claim:** Any claim which requires any one of the following: medical payments in excess of \$5000; subrogation (or other offset) investigation or recovery; compensability investigation and/or dispute; fraud investigation; extent of injury disputes; payment of indemnity benefits of any kind; or lost time from work beyond the waiting period.

**Medical Only Claim:** A claim that does not meet the definition of either an Incident Only or Indemnity claim.



**AMENDMENT NO 1 -- TO THE INTERLOCAL AGREEMENT  
TEXAS POLITICAL SUBDIVISIONS PROPERTY CASUALTY  
JOINT SELF-INSURANCE FUND**

**CASH FLOW PLAN**

It is hereby agreed the Interlocal is amended to include the following wording:

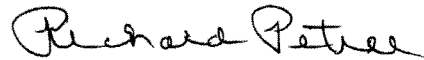
- 1 The City shall not consider this service contract claim proposal complete unless the service company's planned contract specific to the City of Lubbock, Texas is attached as part of the proposal with proposed terms, conditions and pricing.
- 2 The service company warrants that all adjusters assigned to work on the City account shall be properly licensed to do business in the state of Texas.
- 3 The City will retain the right of approval regarding the assignment of personnel to service their account.
- 4 The City prefers an annual contract renewable for two (2) additional one year terms. However, the service company must agree that services may be terminated without cause upon thirty (30) days written notice. In the event of termination, the service company may be required to provide the necessary best effort to transfer records and cumulative loss data to a superseding service company for the City.
- 5 The service company shall be responsible and held accountable and responsible for any all erroneous payments and overpayments caused by the service company, its employees and subcontractors.
- 6 The service company shall notify the City of any imminent or pending court actions at the earliest opportunity.
- 7 The service company shall be responsible and held accountable for any and all payments to third-parties and legal expenses resulting from errors and omissions of the service company, its employees and subcontractors related to the claim handling process for Automobile, General and Other liability claims.
- 8 The service company shall defend, hold harmless and indemnify the City for any acts, error or omissions of their firm, employees, associates, or subcontractors arising out of the services provided. Insurance protection carried by the servicing company for services rendered shall be primary to policies that may be carried by the City.
- 9 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.

- 10 Any and all materials/documents gathered or produced are the sole property of the City and shall be retained or destroyed in accordance with the laws of the State of Texas and approval of the City Risk Management Coordinator.
- 11 Allocated expenses DO NOT include office operating expenses, telephones, and expenses for salaried employees of the service company or the subcontractor.

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

CITY OF LUBBOCK, TX

CONTRACTOR



\_\_\_\_\_  
Glen C. Robertson, Mayor

\_\_\_\_\_  
Signature

Mr. Richard Petree

ATTEST

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

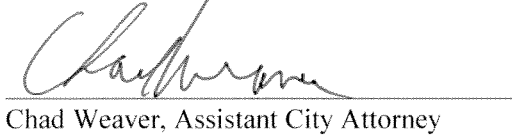
\_\_\_\_\_  
Rebecca Garza, City Secretary

\_\_\_\_\_  
Secretary  
Title

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Quincy White, Assistant City Manager

APPROVED AS TO FORM:

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

**City of Lubbock**

**October 1, 2012**

\_\_\_\_\_  
Name of Member

\_\_\_\_\_  
Effective Date:

**12-F0633**

**AMENDMENT NO. 2 -- TO THE INTERLOCAL AGREEMENT  
TEXAS POLITICAL SUBDIVISIONS PROPERTY CASUALTY  
JOINT SELF-INSURANCE FUND**

**CASH FLOW PLAN**

It is hereby agreed the Interlocal is amended to include the following wording:

**Resolution No. 2005-R0196  
May 12, 2005  
Item No. 30**

**RESOLUTION**

WHEREAS, by Resolution dated December 11, 1986 (Resolution No. 2481), the City of Lubbock established the City of Lubbock Self Insurance Fund;

WHEREAS, by Resolution dated October 22, 1987 (Resolution No. 2672), the City of Lubbock repealed Section 5 of Resolution No. 2481, and in its stead adopted a new statement of coverage for the City of Lubbock Liability Self Insurance Program;

WHEREAS, by Resolution dated December 13, 2001 (Resolution No. 2001-R0517), the City of Lubbock further amended Resolution No. 2481 in certain respects not affected herein;

WHEREAS, the City Council of the City of Lubbock now desires to amend Resolution No. 2672, regarding the Statement of Coverage Liability Self Insurance Program, attached to such Resolution as Exhibit "A"; NOW THEREFORE:

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

Section 1. THAT Section 2 of Resolution No. 2672 is hereby deleted in its entirety, and replaced with the following:

THAT the City of Lubbock Statement of Self Insurance Risk Program Coverage attached to this Resolution as Exhibit "A" and made a part hereof for all purposes is hereby adopted as the coverage to be afforded under the City of Lubbock's Self Insurance Fund.

Section 2. THAT Exhibit "A" to Resolution No. 2672 is hereby deleted in its entirety and replaced with Exhibit "A", attached hereto.

Section 3. Except as amended herein, Resolution No. 2672 shall remain in full force and effect as originally provided.

Passed by the City Council this 12th day of May 2005.

  
MARG McDOUGAL, MAYOR

ATTEST:

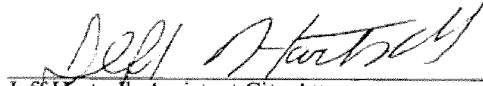
  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



\_\_\_\_\_  
Leisa Hutcheson, Risk Manager

APPROVED AS TO FORM:



\_\_\_\_\_  
Jeff Hartsell, Assistant City Attorney

ml/ccdocs/Self Insurance Fund.res  
May 2, 2005

Resolution No. 2005-R0196  
May 12, 2005  
Item No. 30

## CITY OF LUBBOCK

### Statement of Self Insurance Risk Program Coverage

#### I. DEFINITIONS

The words and phrases in italics in this policy have special meanings:

- A. *Actual Cash Value* – Replacement cost less depreciation.
- B. *Contractual Disputes* – A dispute to a legally enforceable promise made by agreement between the *City* and another vendor. *Contractual Disputes* shall not include salaries, overhead or sufficiently budgeted items for the fulfillment of the contract.
- C. *Covered Party* – A person or organization set forth in Section II.
- D. *City* – The City Of Lubbock.
- E. *Defense Expense* – Fees and expenses related to the adjustment, investigation, defense or litigation of a claim, including attorney's fees, filing fees, court costs, arbitration/mediation costs, expert and consultation fees, and travel. *Defense Expense* shall not include the salaries, overhead or normally budgeted items such as training of employees of any *Covered Party*.
- F. *First Party Claims* – Damages to property (not including *City* owned fleet that has a value of less than \$50,000) owned/leased by the *City* and within the *City's self-insured retention*. Such damages must be sudden and accidental in nature and not caused by failure to properly maintain. *First Party Claims* costs shall not include the salaries, overhead or normally budgeted items of employees of any *Covered Party*.
- G. *Program* – The City of Lubbock Self Insurance Risk Program
- H. *Self-Insured Retention* – Any deductible associated with insurance for property and casualty coverages purchased by the *City*.
- I. *Subrogation* – The recovery of money for loss to *City* assets, by the Risk Management Department for all other departments, as a result of another's legal liability.
- J. *Subrogation Expense* – Fees and expenses related to the investigation and pursuit of recovery, including litigation expenses. Litigation expenses include attorney's fees, court costs, arbitration/mediation costs, expert and consultation fees and travel, but shall not include salaries, overhead or normally budgeted items of any *Covered Party*.

- K. ***Workers' Compensation*** – Coverage provided by the *City* to secure the payment of compensation in accordance with all provisions of Title 5 of the Texas Labor Code. Coverage may be obtained through conventional insurance, use of a municipal pool or self-insurance, at the direction of the Council.

## II. WHO IS COVERED

Each of the following is a *covered party* under the *program*:

- A. **The *City*.**
- B. **While acting in the course and scope of their duties, current and previous:**
  - a. **Elected or appointed officers and officials of the *City*.**
  - b. **Board or commission members, either Officer of the *City* or Advisory, appointed by the *City* where no other commercial errors and omissions or directors and officers coverage exists.**
  - c. **Employees or authorized volunteers of the *City*.**
- C. **Any person in B above when serving on boards, agencies or commissions of any kind at the direction of the *City* or with the consent of the *City*.**
- D. **Any entity the *City* is obligated by virtue of a written contract to provide any property and/or casualty coverage, but only with respect to operations performed by or on behalf of the *City* or facilities owned or used by the *City*.**

## III. WHAT IS COVERED

The program will pay:

- A. **Coverage provided by the *City* to secure the payment of property and casualty coverages. Coverage may be obtained through conventional insurance, use of a municipal pool or self-insurance. Premiums for commercial or municipal pool excess or primary insurance for property and casualty coverages as necessary to protect the *City* and subject to approval by the City Manager or designee if the premium amount is less than \$25,000 or Council if the premium amount exceeds \$25,000.**
- B. ***Self-Insured Retentions* or self-insurance, at the direction of the Council, or at the direction of a commercial insurance carrier, if required by written contract, on claims in accordance with the coverage document of excess liability or at the direction of the court, to include judgment and interest.**

- C. *Self-Insured Retentions* or self-insurance, at the direction of the Council, on Automobile Medical Payments and Uninsured/Underinsured Bodily injury on vehicles owned/leased by the *City*.
- D. *Self-Insured Retentions* or self-insurance, at the direction of the Council, on *first party claims* in accordance with the type and scale below:

**PROPERTY DEDUCTIBLES**

- a. Minimum \$10,000 per occurrence
- b. Claims over \$25,000 would have an additional 10% of additional total cost
- c. Maximum \$50,000 per occurrence

Deductibles outlined above may be reduced or increased upon the approval of the City Manager if such deductible would create an extraordinary financial hardship to the departmental budget.

- E. All other sums not covered by insurance, that the *covered party* shall become legally obligated to pay up to \$1,000,000 per occurrence. Such obligations may include *contractual disputes* or other issues not covered by conventional insurance. The limit under this section is intended as seed money only and is designed to protect the *program* from being totally depleted for those items that are of such a nature as to require an increase in taxes or issuance of bonds. This would include *contractual disputes* or other issues not covered by conventional insurance. In all such instances that the department budgeted sufficient funds on any *contractual dispute*, the funds will be paid from the department's budget.
- F. Workers' Compensation liability under Title 5 of the Texas Labor Code, if Council has elected to self-insure workers' compensation during any given budget year.
- G. On matters covered by A, B, C, D, E and F above, *defense expense* incurred by the *City* or incurred with the consent of the *City*.
- H. On matters covered by A, B, C, D, E and F above, loss adjustment expenses.
- I. *Defense Expenses* associated with Civil Service arbitration or other legal actions.
- J. *Defense Expenses* associated with any claim.
- K. *Subrogation Expenses* associated with efforts to recover money for loss to *City* assets; however, any *subrogation expenses* paid will reduce the amount of recovery to the affected Fund.
- L. The *actual cash value* of damage to an employee's automobile, if such damage arises from the authorized use of the automobile on *City* business and only if there is no other collectable insurance. If there is other collectable insurance, the *City* shall only be liable for that portion that is not otherwise covered.

- M. Comprehensive safety measures, including equipment, repair of facilities and training for items that are an immediate risk to the general public or the City's work force that are not normally budgeted operating expenditures.
- N. Operational costs of the Risk Management Department, and associated departments, as approved annually in the budget.

IV. **WHAT IS NOT COVERED**

The *program* does not apply to:

- A. Liability under disability benefits, unemployment compensation, health benefits or similar laws.
- B. Damages covered by insurance or other self-insurance programs applying to a *covered party*.
- C. *City* police officers while employed by others and not performing *City* law enforcement functions.
- D. A *covered party's* damages or *defense expense* arising from a claim originally asserted by a *covered party* against another *covered party*.
- E. Penalties, fines or associated fees relating to permitting or regulatory findings.
- F. *Defense expenses* associated with the collection of past due tax liens or uncollectible receivables (excluding subrogation accounts).
- G. A *covered party's* salaries, overhead or normally budgeted item.

Resolution No. 2001-R051  
December 13, 2001  
Item No. 31

**RESOLUTION**

WHEREAS, the City of Lubbock has heretofore on December 10, 1986, enacted Resolution No. 2481 establishing the City of Lubbock Self Insurance Fund; and

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interests of the citizens of the City of Lubbock to amend such Resolution with regard to the procedures for approval of disbursements from said fund in amounts of more than \$50,000 and certain other administrative matters; NOW THEREFORE:

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

SECTION 1. THAT subparagraph 1 of Section 7 of Resolution No. 2481 is hereby amended to read as follows:

1. To keep the City Manager fully informed as to all aspects of the self-insurance fund and the City Manager also shall keep the City Council fully informed as to all aspects of the self-insurance fund. The claims settlement procedures contained in this Section shall have no application to workers compensation claims.

SECTION 2. THAT subparagraph 3(b) of Section 7 of Resolution No. 2481 is hereby amended to read as follows:

- (b) In cases where the claim is more than ten thousand dollars but less than twenty thousand dollars, the administrator shall secure the approval of the Assistant City Manager over Finance.

SECTION 3. THAT subparagraph 3(c) of Section 7 of Resolution No. 2481 is hereby amended to read as follows:

- (c) In cases where the claim is for twenty thousand dollars but less than fifty thousand dollars, the administrator shall secure the approval of the City Manager.

SECTION 4. THAT a new subparagraph 3(d) is hereby added to Section 7 of Resolution No. 2481 which shall read as follows:

- (d) In all claims where the City Manager is alleged to be primarily a responsible party under the claim, the City Council's approval or rejection shall be secured in an open meeting of the City Council as required by the Texas Open Meetings Law.


SECTION 5. THAT a new subparagraph 3(e) is hereby added to Section 7 of Resolution No. 2481 which shall read as follows:

- (e) In cases where the claim is for fifty thousand dollars or more, the City Manager shall submit the claim to the City Council for approval or rejection in an open meeting of the City Council as stated above.


Passed by the City Council this 13th day of December, 2001

  
WINDY SITTON, MAYOR

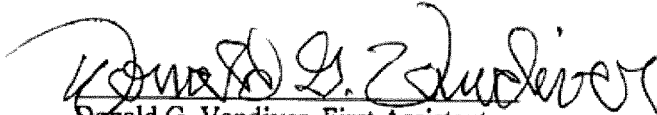
ATTEST:

  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
Bob Cass, City Manager

APPROVED AS TO FORM:

  
Donald G. Vandiver, First Assistant  
City Attorney

DDres/SelfInsAmend.res  
November 28, 2001

First Reading  
December 3, 2001  
Item No. 21

Second Reading  
December 13, 2001  
Item No. 17

ORDINANCE NO. 2001-00095

AN ORDINANCE AMENDING SECTION 2-37 OF THE CITY OF LUBBOCK CODE OF ORDINANCES WITH REGARD TO APPROVAL AND PAYMENT OF CLAIMS AGAINST THE CITY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council finds that it would be in the best interest of the citizens of the City of Lubbock to amend Section 2-37 of the Code of Ordinances of the City of Lubbock with regard to the procedures for approval of claims against the City of Lubbock; NOW THEREFORE:

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

SECTION 1. THAT Section 2-37 of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 2-37. Approval of claims.

The City Manager and/or the administrator of the City of Lubbock Self Insurance Fund shall make disbursements from the City of Lubbock Self Insurance Fund in settlement of claims (except workers compensation claims) in the following manner:

- 1) In cases where the self insurance claim is ten thousand dollars or less, the administrator of the City of Lubbock Self Insurance Fund shall have full authority.
- 2) In cases where the self insurance claim is more than ten thousand dollars but less than twenty thousand dollars, the administrator shall secure the approval of the Assistant City Manager over finance.
- 3) In cases where the self insurance claim is more than twenty thousand dollars but less than fifty thousand dollars, the administrator shall secure the approval of the City Manager.
- 4) In all self insurance claims where the City Manager is alleged to be primarily a responsible party under the claim, the City Council's approval or rejection shall be secured in an open meeting of the City Council as required by the Texas Open Meetings Law.
- 5) In cases where the self insurance claim is fifty thousand dollars or more, the City Manager shall submit the claim to the City Council for approval or rejection in an open meeting of the City Council as required by the Texas Open Meetings Law.

SECTION 2. 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 3. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.


AND IT IS SO ORDERED.

Passed by the City Council on first reading this 3rd day of December, 2001.


Passed by the City Council on second reading this 13th day of December, 2001.

  
WINDY SIFTON, MAYOR

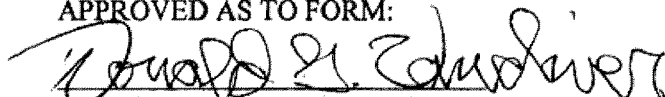
ATTEST:

  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
Bob Cass, City Manager

APPROVED AS TO FORM:

  
Donald G. Vandiver, First Assistant  
City Attorney

DDOrd/Claim Approval.ord.doc  
November 28, 2001

RESOLUTION #2612  
October 22, 1987  
Agenda Item #29

JCR:da

RESOLUTION

A RESOLUTION AMENDING RESOLUTION NO. 2481 BY REPEALING SECTION 5 THEREOF WHICH ADOPTED SELF INSURANCE COVERAGE FOR THE CITY OF LUBBOCK AS PROVIDED BY THE TEXAS MUNICIPAL LEAGUE JOINT SELF INSURANCE FUND AND IN ITS STEAD ADOPTING A NEW STATEMENT OF COVERAGE FOR THE CITY OF LUBBOCK LIABILITY SELF INSURANCE PROGRAM.

WHEREAS, the City of Lubbock did heretofore by Resolution No. 2481 create the City of Lubbock's Self Insurance Fund; and

WHEREAS, in said Resolution No. 2481 the City of Lubbock did adopt as its standard coverage a coverage heretofore provided by the Texas Municipal League Joint Self Insurance Fund; and

WHEREAS, the City of Lubbock deems it to be in the best interest of the City of Lubbock to repeal the coverage adopted under Resolution No. 2481 and in its stead to substitute a new statement of coverage for the City of Lubbock Self Insurance Fund; NOW THEREFORE:

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

SECTION 1. THAT Section 5 of Resolution No. 2481 adopting the Texas Municipal League Joint Self Insurance Fund as the coverage document for the Lubbock Self Insurance Fund is hereby in all things repealed.

SECTION 2. THAT the City of Lubbock Statement of Coverage Liability Self Insurance Program attached to this Resolution as Exhibit A and made a part hereof for all purposes is hereby adopted as the coverage to be afforded under the City of Lubbock Self Insurance Fund.

SECTION 3. Save and Except as herein repealed or amended, Resolution No. 2481 shall remain in full force and effect.

Passed by the City Council this 22nd day of October, 1987.

B. C. McMinn  
B.C. McMINN, MAYOR

ATTEST:

Ranette Boyd  
Ranette Boyd, City Secretary

APPROVED AS TO CONTENT:

Robert Massengale  
Robert Massengale, Assistant  
City Manager for Financial Services

APPROVED AS TO FORM:

John C. Ross, Jr.  
John C. Ross, Jr., City Attorney

9/25/87

**CITY OF LUBBOCK**  
**STATEMENT OF COVERAGE**  
**LIABILITY SELF-INSURANCE PROGRAM**

**I. WHAT IS COVERED**

The *program* will pay:

- A. All sums the *covered party* shall become legally obligated to pay as damages.
- B. On matters covered by A above, *defense expense* incurred by the *City* or incurred with the consent of the *City*.
- C. The *actual cash value* of damage to an employee's automobile, if such damage arises from the authorized use of the automobile on *City* business.

**II. WHAT IS NOT COVERED**

The *program* does not apply to:

- A. Liability under workers' compensation, disability benefits, unemployment compensation or similar laws.
- B. Damage to property owned by the *City*.
- C. Damages covered by insurance or other self-insurance programs applying to a *covered party*.
- D. *City* police officers while employed by others and not performing *City* law enforcement functions.
- E. A *covered party's* damages or *defense expense* arising from a claim originally asserted by that *covered party* against another *covered party*.

**III. WHO IS COVERED**

Each of the following is a *covered party* under the *program*:

- A. The *City*.

- B. While acting in the scope of their duties, current and previous:
  - 1. Elected or appointed officers and officials of the *City*.
  - 2. Board or commission members appointed by the *City*.
  - 3. Employees or authorized volunteers of the *City*.
- C. Any person in B above when serving on boards, agencies or commissions of any kind at the direction of the *City* or with the expressed or implied consent of the *City*, subject to that board, agency or commission in B(2) above having paid its allocated share of the self insurance cost.
- D. Any entity the *City* is obligated by virtue of a written contract to provide liability coverage, but only with respect to operations performed by or on behalf of the *City* or facilities owned or used by the *City*.

IV. **DEFINITIONS**

The words and phrases in *italics* in this memorandum have special meanings:

- A. *Actual cash value* - replacement cost, less depreciation.
- B. *City* - the City of Lubbock.
- C. *Covered party* - a person or organization set forth in Section III.
- D. *Defense expense* - fees and expenses related to the adjustment, investigation, defense or litigation of a claim, including attorney's fees, court costs and interest due on judgments. *Defense expense* shall not include the salaries and overhead of employees of any *covered party*.
- E. *Program* - the City of Lubbock Liability Self-Insurance Program.

V. **SUBROGATION**

In the event of payment by the *program*, the *City* shall be subrogated to all of the *covered party's* rights of recovery against any entity. The *covered party* shall do whatever is necessary to secure such rights and shall do nothing after a loss to prejudice such rights.

Resolution #2481  
December 11, 1986  
Agenda Item #27

JCR:da

RESOLUTION

A RESOLUTION CREATING AND ESTABLISHING THE CITY OF LUBBOCK SELF INSURANCE FUND; PROVIDING THE COVERAGE TO BE AFFORDED BY SUCH FUND AND PROVIDING FOR THE MAINTENANCE AND ADMINISTRATION OF SAID FUND.

WHEREAS, the City of Lubbock has heretofore obtained liability insurance coverage through the Texas Municipal League Joint Self Insurance Fund; and

WHEREAS, the cost of maintaining such liability insurance through the Texas Municipal League Joint Self Insurance Fund has dramatically risen over the past three years due to the unavailability to said fund of reasonable reinsurance; and

WHEREAS, the premium cost to the City of Lubbock to maintain liability insurance with the Texas Municipal League Joint Self Insurance Fund for the fiscal year 1986-1987 will be approximately one third of the coverage limit provided; and

WHEREAS, the City Council of the City of Lubbock finds that it would be wise and expedient to establish a liability self insurance fund for the City of Lubbock and to set forth the coverage to be provided by such fund; and

WHEREAS, the City Council finds that it would be in the best interest of the citizens of the City of Lubbock to establish the City of Lubbock Self Insurance Fund, set forth the coverage to be provided by said fund, and to provide for the administration of said fund; NOW THEREFORE:

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

SECTION 1. THAT there is hereby created a fund within the City of Lubbock to be known as the City of Lubbock Self Insurance Fund.

SECTION 2. THAT the City Manager is hereby directed to transfer the sum of Five Hundred Thousand Dollars (\$500,000) from the City of Lubbock Insurance Fund to the City of Lubbock Self Insurance Fund here now created to establish said fund.

SECTION 3. THAT the City Manager shall, in preparing the annual budget for the City of Lubbock, recommend to the City Council an appropriation to be made to said fund in order that the fund shall be maintained and increased to an amount sufficient to provide an actuarially sound fund.

SECTION 4. THAT the City Manager is further authorized to transfer additional funds from the City of Lubbock Insurance Fund to the City of Lubbock Self Insurance Fund to the extent such funds are not needed for other insurance coverage.

SECTION 5. THAT the City of Lubbock Self Insurance Fund shall provide liability insurance coverage to the City, its employees, officers, Board members and volunteers upon the same terms and conditions as hereto afforded to said named individuals by the Texas Municipal League Joint Self Insurance Fund all as set forth in the Texas Municipal League Joint Self Insurance Fund Liability Coverage Document dated October 1, 1985, a copy of which shall be deemed an official City document and filed with the City Secretary.

SECTION 6. THAT the City of Lubbock Self Insurance Fund shall be authorized to pay for all necessary services to adjust and defend all liability claims made against the City of Lubbock for which no other policy of insurance exists and said fund is further authorized to, in the appropriate case, settle all such claims or to pay any judgments based upon such claims.

SECTION 7. THAT the City Manager shall designate an officer or employee of the City of Lubbock to act as the administrator of the City of Lubbock Self Insurance Fund with the following powers and duties:

1. To keep the City Manager fully informed as to all aspects of said Self Insurance Fund.
2. To make all disbursements from said fund for claims adjusting and legal defense costs.
3. To make disbursements from said fund in settlement of claims in the following manner:
  - (a) In cases where the claim is ten thousand dollars or less he shall have full authority.
  - (b) In cases where the claim is more than ten thousand dollars but less than twenty thousand the administrator shall secure the approval of the Assistant City Manager for Finance.
  - (c) In cases where the claim is for twenty thousand dollars or more the administrator shall secure the approval of the City Manager.

SECTION 8. THAT the City Manager is further authorized to issue requests for proposals to insurance consultants to review and update coverage to be extended by this plan as well as its actuarial soundness.

SECTION 9. THAT the City Manager is further authorized to issue requests for proposals to secure claims adjusting and related services necessary for this fund.

SECTION 10. THAT all claims handled under and through the City of Lubbock Self Insurance Fund shall be considered insured claims.

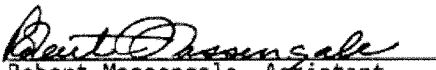
Passed by the City Council this 11th day of December, 1986.

  
B. C. McMINN, MAYOR


ATTEST:

  
Ranette Boyd, City Secretary

APPROVED AS TO CONTENT:

  
Robert Massengale, Assistant  
City Manager for Financial Services

APPROVED AS TO FORM:

  
John C. Ross, Jr., City Attorney



## Regular City Council Meeting

5. 22.

Meeting Date: 09/13/2012

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### Information

#### Agenda Item

**Resolution - City Manager:** Consider a Resolution authorizing the Mayor to sign the Metropolitan Planning Organization's Planning Agreement.

#### Item Summary

MPO Planning Agreements are initiated by the Texas Department of Transportation, at the direction of the Governor's Office, to define the relationship between the MPO and the State of Texas with regard to carrying out the duties and responsibilities of transportation planning and implementation specified in SAFETEA-LU, the current highway bill.

A stipulated, third party to the agreement is the fiscal agent, the City of Lubbock. Since 2006, the relationship between the three parties has been governed by a "Planning Agreement." The current Planning Agreement will expire September 30, 2012, and even though there is an extension clause, TxDOT has informed the 25 MPOs in Texas that all Planning Agreements will expire; and new ones will be put in place.

The new agreements have been modified to:

1. Accurately reflect the exact language in 43 TAC 16.52 and all current federal law;
2. Accurately reflect Texas Department of Transportation, Transportation Planning and Programming Division practices with regard to MPO billing;
3. Include the removal of confusing or irrelevant content;
4. Correct inaccuracies;
5. Include non-contextual MPO comments that needed to be addressed (i.e. DBE requirement documentation); and
6. Update links to websites included in the text.

The responsibilities of the City of Lubbock as fiscal agent have not changed. Those responsibilities include providing fiscal, human resource, and staff support services. Costs incurred by the City for these services are reimbursed by the MPO.

In the transmittal memo that accompanied the document, TxDOT asserts their expectation that all MPOs will sign the agreement in order to assist the State to maintain its compliancy with the applicable federal laws. The transmittal memo also reminded all parties that:

1. MPOs must comply with US DOT regulations (49 CFR 21 and 23 CFR 200), Executive Order 11246 "Equal Employment Opportunity" as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR 60).

2. MPOs are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

3. MPOs must follow all DBE requirements established in 49 CFR 26; (further, that all MPOs must adopt TxDOT's federally approved DBE program.

4. MPOs must follow federal funding Accountability and Transparency Act (FFATA) requirements.

5. MPOs must comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

Highlights of the new agreement include:

1. The start date is October 1, 2012, and runs through the end date of September 30, 2017.

TxDOT, at its sole discretion, can extend the agreement twice for two additional years at each extension.

2. Duties and responsibilities of the MPO remain unchanged except in the area of nondiscrimination. The new agreement at Article 26, B, stipulates that the MPO shall adopt, in its totality, the State's Federally approved DBE program and set an appropriate annual DBE goal consistent with the State's DBE guidelines.

The MPO's assigned legal counsel has reviewed the document and is satisfied with its content and structure. The document is available on the MPO's website.

**Fiscal Impact**

None.

**Staff/Board Recommending**

Lubbock Metropolitan Planning Organization

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**Attachments**

LMPO TxDot Agreement

**STATE OF TEXAS       §**

**COUNTY OF TRAVIS   §**

**AGREEMENT WITH METROPOLITAN PLANNING ORGANIZATION**

**THIS AGREEMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "Department," the Lubbock Metropolitan Planning Organization (MPO) Policy Committee, called the "MPO", which has been designated as the MPO of the Lubbock urbanized area, and the City of Lubbock, which serves as the Fiscal Agent for the MPO.

**W I T N E S S E T H**

**WHEREAS**, 23 United States Code (USC) §134 and 49 USC §5301 et seq. require that MPOs, in cooperation with the Department and transit agencies, develop transportation plans and programs for urbanized areas of the State; and

**WHEREAS**, 23 USC §104(f) authorizes Metropolitan Planning funds and 49 USC §5301 et seq. authorizes funds to be made available to MPOs designated by the Governor to support the urban transportation planning process; and

**WHEREAS**, the federal share payable for authorized activities using 49 USC §5303 and Metropolitan Planning funds is eighty percent (80%) of allowable costs; and

**WHEREAS**, Texas Transportation Code §221.003 authorizes the Department to expend federal and state funds for improvements to the state highway system; and

**WHEREAS**, Texas Transportation Code §201.703 authorizes the Department to expend federal funds and to provide state matching funds for allowable costs necessary for the improvement of roads not in the state highway system; and

**WHEREAS**, Metropolitan Planning funds, and other federal transportation funds that may be used for planning (e.g., Surface Transportation Program, National Highway System, Congestion Mitigation and Air Quality, etc.) and 49 USC §5303 funds are to be used in conjunction with work conducted under the terms of this agreement; and

**WHEREAS**, the Governor of the State of Texas has designated the Lubbock MPO as the MPO for the above-mentioned urbanized area; and

**WHEREAS**, the Governor of the State of Texas and the City of Lubbock have executed an agreement pursuant to the MPO designation; and

**WHEREAS**, an area equal to or larger than the above-mentioned urbanized area has been delineated in accordance with federal and state guidelines where required metropolitan transportation planning activities may take place; and

**WHEREAS**, 23 Code of Federal Regulations (CFR) §420.117(a) requires that in accordance with 49 CFR §18.40, the Department shall monitor all activities performed by its staff or by sub-recipients with Federal Highway Administration (FHWA) planning and research funds to assure that the work is being managed and performed satisfactorily and that time schedules are being met; and

**NOW THEREFORE**, it is agreed as follows:

## **A G R E E M E N T**

### **Article 1. Agreement Period**

- A.** This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. The Department shall not continue its obligation to the MPO under this agreement if the Governor's designation of the MPO is withdrawn; if federal funds cease to become available; or if the agreement is terminated as provided below.
- B.** This agreement expires on September 30, 2017. No fewer than one hundred and twenty (120) days before the expiration date, the Department may, at its sole discretion, exercise in writing an option to extend the agreement by a period of no more than two years. The Department may exercise this option no more than two times. If all terms and conditions of this agreement remain viable and no amendment to the existing agreement or new agreement is required, a letter from the Department to the MPO shall constitute renewal of this agreement subject to all terms and conditions specified in this agreement. However, an amendment or a new agreement may be executed, if necessary.

### **Article 2. Responsibilities of the Department**

The responsibilities of the Department are as follows:

- A.** Assist in the development of the Unified Planning Work Program (UPWP), approve the format of work programs submitted by the MPO, and, where required by federal law or regulation, monitor the MPO's performance of activities and expenditure of funds under a UPWP. Where monitoring is not required, the Department is responsible for reviewing the MPO's activities and expenditure of funds, and will comment on and make suggestions relating to those activities and expenditures.
- B.** Develop a time line for development of the UPWP by the MPO; and in consultation with the MPOs, shall develop a standard UPWP format to be used by all MPOs.

- C. Make available to the MPO its share of all federal metropolitan planning funds and provide the required non-federal match as authorized by the Texas Transportation Commission. The Department will distribute federal transportation planning funds to the MPO based on a formula developed by the Department, in consultation with the MPOs, and approved by FHWA, the Federal Transit Administration (FTA), and other applicable federal agencies.
- D. Provide to the MPO, as appropriate, technical assistance and guidance for the collection, processing, and forecasting of socio-economic data needed for the development of traffic forecasts, plans, programs, and planning proposals within the metropolitan area, including collecting, processing, and forecasting vehicular travel volume data in cooperation with the MPO, as appropriate.
- E. Jointly promote the development of the intermodal transportation system within the metropolitan area by identifying points in the system where access, connectivity, and coordination between the modes and inter-urban facilities would benefit the entire system.
- F. Share with the MPO information and information sources concerning transportation planning issues that relate to this agreement.

### **Article 3. Responsibilities of the MPO**

The MPO is an organization created to ensure that existing and future expenditures on transportation projects and programs are based on a continuing, cooperative, and comprehensive planning process. The responsibilities of the MPO are as follows:

- A. Document planning activities in a UPWP to indicate who will perform the work, the schedule for completing it, and all products that will be produced. In cooperation with the Department and public transportation operators as defined by 23 CFR Part 450, the MPO must annually or bi-annually develop a UPWP that meets federal requirements.
- B. Prepare and submit to the Department an annual performance and expenditure report of progress no later than December 31 of each year. A uniform format for the annual report will be established by the Department, in consultation with the MPOs.
- C. Use funds provided in accordance with 43 Texas Administrative Code (TAC) §16.52 and Article 2 (Responsibilities of the Department) of this agreement to develop and maintain a comprehensive regional transportation planning program in conformity with the requirements of 23 USC §134, 49 USC §5303, and the state's Uniform Grant Management Standards (UGMS) at the web address [www.governor.state.tx.us/files/state-grants/UGMS062004.doc](http://www.governor.state.tx.us/files/state-grants/UGMS062004.doc).
- D. Develop a Metropolitan Transportation Plan (MTP), a Transportation Improvement Program (TIP), and a UPWP for the Metropolitan Planning Area (MPA), all of which are consistent with the Statewide Long-Range Transportation Plan (SLRTP), as required by the state and federal law. At a minimum, the MPO shall consider in their planning process the applicable factors outlined in 23 USC §134.
- E. Assemble and maintain an adequate, competent staff with the knowledge and experience that will enable them to perform all appropriate MPO activities required by law.

- F. Forecast, collect, and maintain appropriate socio-economic, roadway, and travel data on a timely basis, in cooperation with the Department.
- G. Prepare all required plans, programs, reports, data, and obtain required certifications in a timely manner.
- H. Share information and information sources concerning transportation planning issues.

#### **Article 4. Responsibilities of the MPO Policy Committee**

The MPO Policy Committee is the policy body that is the forum designated under 23 USC §134 with the responsibility for establishing overall transportation policy for the MPO and for making required approvals. The MPO Policy Committee is comprised of those governmental agencies identified in the original designation agreement and those agencies or organizations subsequently added to the membership of the committee. The responsibilities of the MPO, acting through its Policy Committee, are as follows:

- A. Ensure that requirements of 23 USC §§134 and 135 and 49 USC, Chapter 53, are carried out.
- B. Use funds provided in accordance with Article 2 (Responsibilities of the Department) of this agreement to develop and maintain a comprehensive regional transportation planning program in accordance with requirements of 23 USC §134 and 49 USC §5303.
- C. Develop and adopt an MTP for the MPA that is consistent with the SLRTP required by state and federal laws; a TIP and a UPWP; and other planning documents and reports that may be required by state or federal laws or regulations.
- D. Exercise sole responsibility to hire, supervise, evaluate, and terminate the MPO Transportation Planning Director.
- E. Provide planning policy direction to the MPO Transportation Planning Director.

#### **Article 5. Responsibilities of the Fiscal Agent**

The Fiscal Agent for the MPO is the entity responsible for providing fiscal, human resource, and staff support services to the MPO. The responsibilities of the Fiscal Agent are as follows:

- A. Maintain required accounting records for state and federal funds consistent with current federal and state requirements.
- B. Provide all appropriate funding, as identified by fiscal year in the UPWP, to allow the MPO staff to effectively and efficiently operate the program.
- C. Provide human resource services to the MPO.
- D. Provide benefits for the MPO staff that shall be the same as the Fiscal Agent normally provides its own employees; or as determined through an agreement between the MPO and the Fiscal Agent. Costs incurred by the Fiscal Agent for these benefits may be reimbursed by the MPO.
- E. Establish procedures and policies for procurement and purchasing, when necessary, in cooperation with the MPO.

#### **Article 6. Responsibilities of the MPO Transportation Planning Director**

The responsibilities of the MPO Transportation Planning Director are as follows:

- A. Administer the MPO's UPWP. The Director shall serve in a full-time capacity and shall take planning policy direction from and be responsible to the designated MPO Policy Committee.
- B. Act as a liaison to the Department, relevant to the Department's transportation planning activities.
- C. Oversee and direct all MPO transportation planning staff work performed using MPO funds.
- D. Prepare and submit all required plans, programs, reports, data, and certifications in a timely manner.
- E. Develop and present to the MPO Policy Committee an MTP for the MPA that is consistent with the SLRTP required by state and federal laws; a TIP and a UPWP; and other planning documents and reports that may be required by state or federal laws or regulations.
- F. Share information and information resources concerning transportation planning issues.

#### **Article 7. Unified Planning Work Program**

- A. Each year the MPO shall submit to the Department a program of work that includes goals, objectives, and tasks required by each of the several agencies involved in the metropolitan transportation planning process. This program of work is to be called the Unified Planning Work Program (UPWP), or any successor name. The UPWP shall be approved by the MPO Policy Committee, in accordance with 23 CFR §450.314.
- B. The UPWP will be prepared for a period of one (1) year or two (2) years unless otherwise agreed to by the Department and the MPO. The UPWP shall reflect only that work that can be accomplished during the time period of the UPWP, in accordance with TAC §16.52.
- C. The UPWP shall reflect transportation planning work tasks to be funded by federal, state, or local transportation, or transportation related (e.g. air quality) planning funds. The budget and statement of work will be included in the UPWP. The MPO may not incur costs until final approval of the UPWP is granted. The maximum amount payable will not exceed the budget included in the UPWP.
- D. The effective date of each UPWP will be October 1st of each year or the date of approval from the appropriate oversight agency, whichever occurs later. On that date, the UPWP shall constitute a new federal project and shall supersede the previous UPWP.
- E. The UPWP shall comply with all applicable federal and state requirements and will describe metropolitan transportation and transportation-related planning activities anticipated in the area.
- F. The use of federal metropolitan transportation planning funds shall be limited to transportation planning activities affecting the transportation system within the boundaries of a designated metropolitan planning area. If an MPO determines that data collection and analysis activities relating to land use, demographics, or traffic or travel information, conducted outside its boundaries, affects the transportation system within its boundaries, then those activities may be undertaken using federal planning funds, if the activities are specifically identified in an approved UPWP. Any other costs incurred

for transportation planning activities outside the boundaries of a designated metropolitan planning area are not eligible for reimbursement.

- G.** Travel outside the State of Texas by MPO staff and other agencies participating in the MPO planning process must be approved by the Department if funded with federal transportation planning funds. The MPO must receive approval prior to incurring any costs associated with the actual travel (e.g., registration fee). This provision will not apply if the travel is at the request of the Department. Travel to the State of Arkansas by the Texarkana MPO staff and travel to the State of New Mexico by the El Paso MPO staff shall be considered in-state travel.
- H.** The cost of travel incurred by elected officials serving on the MPO Policy Committee is eligible for reimbursement with federal transportation planning funds in accordance with 43 TAC §16.52.
- I.** The use of federal transportation planning funds is limited to corridor/subarea level planning or multimodal or system-wide transit planning studies. Major investment studies and environmental studies are considered corridor level planning. Unless otherwise authorized by federal law or regulation, the use of such funds beyond environmental document preparation or for specific project level planning and engineering (efforts directly related to a specific project instead of a corridor) is not allowed.
- J.** Failure to adhere to the time line developed by the Department may result in a delay in the authorization to the MPOs to proceed in incurring costs.
- K.** A UPWP will not be approved if it is submitted in a format other than the standard format developed by the Department. The UPWP and subsequent amendments may be submitted electronically.
- L.** The MPO shall not incur any costs for work outlined in the UPWP or any subsequent amendments (i.e., adding new work tasks or changing the scope of existing work tasks) prior to receiving approval from the Department. Any costs incurred prior to receiving Department approval are not eligible for reimbursement from federal transportation planning funds.
- M.** Costs incurred by the MPO shall not exceed the total budgeted amount of the UPWP without prior approval of the MPO Policy Committee and the Department. Costs incurred on individual work tasks shall not exceed that task budget by 25 percent without prior approval of the MPO Policy Committee and the Department. If the costs exceed 25 percent of the task budget, the UPWP shall be revised, approved by the MPO Policy Committee, and submitted to the Department for approval.
- N.** The MPO Policy Committee must approve the UPWP and any subsequent revisions, and shall not delegate the approval authority, except for corrective actions. Corrective actions do not change the scope of work, result in an increase or decrease in the amount of task funding, or affect the overall budget. Examples include typographical, grammatical, or syntax corrections.
- O.** Should any conflict be discovered between the terms of this agreement and the UPWP, the terms of this agreement shall prevail.
- P.** The MPO is not authorized to request payment for any work it may perform that is not included in the current UPWP.

### **Article 8. Compensation**

The Department's payment of any cost incurred under this agreement is contingent upon all of the following:

- A.** Federal funds are available to the Department in a sufficient amount for making payments.
- B.** The incurred cost is authorized in the UPWP. The maximum amount payable under this agreement shall not exceed the total budgeted amount outlined in the UPWP in accordance with 43 TAC §16.52.
- C.** The cost has actually been incurred by the MPO and meets the following criteria:
  - 1. Is verifiable from MPO records;
  - 2. Is not included as match funds for any other federally-assisted program;
  - 3. Is necessary and reasonable for the proper and efficient accomplishment of program objectives;
  - 4. Is the type of charge that would be allowable under OMB Circular A-87 Revised, "Cost Principles for State, Local, and Indian Tribal Governments" and the state's UGMS; and
  - 5. Is not paid by the Department or federal government under another assistance program unless authorized to be used as match under the other federal or state agreement and the laws and regulations to which it is subject.
- D.** After October 1st of each year, the Department will issue a work order to the MPO establishing the effective date of work and the total funds authorized. If the UPWP is subsequently revised, necessitating a revision to the original work order, or the Department deems a revision necessary, a revised work order may be issued at any time throughout the fiscal year. If the amount in the UPWP differs from the amount in the work order, the amount in the work order prevails.
- E.** The MPO is authorized to submit requests for payment of authorized costs incurred under this agreement on a semi-monthly basis, but no more than twenty four (24) times a year and no less than monthly as expenses occur. Each request for payment shall be submitted in a manner acceptable to the Department, which includes, at a minimum, the following information:
  - 1. UPWP budget category or line item;
  - 2. Description of the cost;
  - 3. Quantity;
  - 4. Price;
  - 5. Cost extension; and
  - 6. Total costs
- F.** The MPO shall submit the final bill from the previous fiscal year to the Department no later than December 31<sup>st</sup> of the calendar year in which that fiscal year ended. Any bills submitted after December 31 for a fiscal year in which the funds have been de-obligated will be processed against the current year's UPWP.
- G.** Payment of costs is contingent upon compliance with the terms of Article 3 (Responsibilities of the MPO) of this agreement. Noncompliance may result in

cancellation of authorized work and suspension of payments after a thirty (30) day notification by the Department to the MPO.

### **Article 9. Reporting**

To permit program monitoring and reporting, the MPO shall submit reports as required in Article 3 (Responsibilities of the MPO) of this agreement. If task expenditures overrun or underrun a budgeted task amount by twenty-five percent (25%) or more, the annual performance and expenditure report must include an explanation for the overrun or underrun.

### **Article 10. Indemnification**

- A.** The MPO shall save harmless the Department and its officers and employees from all claims and liability that are due to activities of the MPO, its agents, or its employees performed under this agreement and that are caused by or result from error, omission, or negligent act of the MPO or of any person employed by the MPO.
- B.** To the extent possible under state law, the MPO shall also save harmless the Department from any and all expense, including but not limited to, attorney fees that may be incurred by the Department in litigation or otherwise resisting claims or liabilities that may be imposed on the Department as a result of the activities of the MPO, its agents, or its employees.

### **Article 11. Inspection of Work and Retention of Documents**

- A.** The Department and, when federal funds are involved, the U. S. Department of Transportation (USDOT), and their authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises on which it is being performed.
- B.** If any inspection or evaluation is made on the premises of the MPO or a subcontractor, the MPO shall provide or require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.
- C.** The MPO agrees to maintain all books, documents, papers, computer generated files, accounting records, and other evidence pertaining to costs incurred and work performed under this agreement, and shall make those materials available at its office during the time period covered and for four (4) years from the date of final payment under the UPWP. Those materials shall be made available during the specified period for inspection by the Department, the USDOT, and the Office of the Inspector General of the USDOT and any of their authorized representatives for the purpose of making audits, examinations, excerpts, and transcriptions.
- D.** The state auditor may conduct an audit or investigation of any entity receiving funds from the Department directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit

or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit under the state's UGMS.

### **Article 12. Work Performance**

All work performed under this agreement shall be carried out in a professional and orderly manner, and the products authorized in the UPWP shall be accurate and exhibit high standards of workmanship.

### **Article 13. Disputes**

The MPO shall be responsible for the settlement of all contractual and administrative issues arising out of procurement entered into in support of work under this agreement. In the event of a dispute between the Department and the MPO concerning the work performed under this agreement in support of the urban transportation planning process, the dispute shall be resolved through binding arbitration. Furthermore, the arbiter shall be mutually acceptable to the Department and the MPO.

### **Article 14. Non-collusion**

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

### **Article 15. Subcontracts**

- A.** Any subcontract for services rendered by individuals or organizations not a part of the MPO's organization shall not be executed without prior authorization and approval of the subcontract by the Department and, when federal funds are involved, the USDOT. All work in the subcontract is subject to the state's UGMS. If the work for the subcontract is authorized in the current approved UPWP, and if the MPO's procurement procedures for negotiated contracts have been approved by the Department either directly or through self-certification by the MPO, the subcontract shall be deemed to be authorized and approved, provided that the subcontract includes all provisions required by the Department and the USDOT.
- B.** Subcontracts in excess of \$25,000 shall contain all required provisions of this agreement.
- C.** No subcontract will relieve the MPO of its responsibility under this agreement.

#### **Article 16. Termination**

- A.** The Department may terminate this agreement at any time before the date of completion if the Governor withdraws his designation of the MPO. The Department or the MPO may seek termination of this agreement pursuant to Article 13 (Disputes) if either party fails to comply with the conditions of the agreement. The Department or the MPO shall give written notice to all parties at least ninety (90) days prior to the effective date of termination and specify the effective date of termination.
- B.** The Department may terminate this agreement for reasons of its own, subject to agreement by the MPO.
- C.** The parties to this agreement may terminate this agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the parties shall agree upon the termination conditions.
- D.** Upon termination of this agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc., prepared by the MPO shall, at the option of the Department, be delivered to the Department.
- E.** The Department shall reimburse the MPO for those eligible expenses incurred during the agreement period that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The MPO shall not incur new obligations for the terminated portion after the effective date of termination.

#### **Article 17. Force Majeure**

Except with respect to defaults of subcontractors, the MPO shall not be in default by reason of failure in performance of this agreement in accordance with its terms (including any failure by the MPO to progress in the performance of the work) if that failure arises out of causes beyond the control and without the default or negligence of the MPO. Those causes may include but are not limited to acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, however, the failure to perform must be beyond the control and without the fault or negligence of the MPO.

#### **Article 18. Remedies**

- A.** Violation or breach of agreement terms by the MPO shall be grounds for termination of the agreement. Any costs incurred by the Department arising from the termination of this agreement shall be paid by the MPO.
- B.** This agreement shall not be considered as specifying the exclusive remedy for any dispute, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

#### **Article 19. Gratuities**

- A.** Employees of the Department or the MPO shall not accept any benefits, gifts, or favors from any person doing business with, or who may do business with the Department or the MPO under this agreement.

- B.** Any person doing business with, or who may do business with the Department or the MPO under this agreement, may not make any offer of benefits, gifts, or favors to Department or the MPO employees. Failure on the part of the Department or the MPO to adhere to this policy may result in termination of this agreement.

**Article 20. Compliance with Laws**

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

**Article 21. Successors and Assigns**

No party shall assign or transfer its interest in this agreement without written consent of the other parties.

**Article 22. Debarment Certifications**

The MPO is prohibited from making any award or permitting any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. By executing this agreement, the MPO certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The MPO shall require any party to a subcontract or purchase order awarded under this agreement as specified in 49 CFR Part 29 (Debarment and Suspension) to certify its eligibility to receive federal funds and, when requested by the Department, to furnish a copy of the certification.

**Article 23. Equal Employment Opportunity**

The parties to this agreement agree to comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR §60).

**Article 24. Nondiscrimination**

During the performance of this agreement, the MPO, its assigns and successors in interest, agree to the following:

- A.** Compliance with Regulations: The MPO shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the USDOT, 49 CFR Part 21 and 23 CFR Part 200, as they may be amended from time to time (the "Regulations"), which are incorporated by reference and made a part of this agreement.

- B. Nondiscrimination: The MPO, with regard to the work performed during the agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The MPO shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Part 21, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the MPO for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the MPO of the MPO's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age or disability.
- D. Information and Reports: The MPO shall provide all information and reports required by the Regulations, or directives issued pursuant to the Regulations, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined to be pertinent by the Department or the USDOT to be pertinent to ascertain compliance with those Regulations or directives. Where any information required of the MPO is in the exclusive possession of another who fails or refuses to furnish this information, the MPO shall so certify to the Department or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the MPO's noncompliance with the nondiscrimination provisions of this agreement, the Department shall impose sanctions that it or the USDOT may determine to be appropriate, including, but not limited to:
  - 1. Withholding of payments to the MPO under the agreement until the MPO complies; and
  - 2. Cancellation, termination, or suspension of the agreement in whole or in part.
- F. Incorporation of Provisions: The MPO shall include the provisions of subsections A-E of this article in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant those Regulations. The MPO shall take action with respect to any subcontract or procurement as the Department may direct as a means of enforcing these provisions including sanctions for noncompliance; provided, however, in that event, the MPO may request the United States to enter into the litigation to protect the interests of the United States.

#### **Article 25. Nondiscrimination on the Basis of Disability**

The MPO agrees that no otherwise qualified disabled person shall, solely by reason of his disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under this agreement. The MPO shall ensure that all fixed facility construction or alteration and all new equipment included in the project comply with applicable regulations regarding Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance, set forth in 49 CFR Part 27, and any amendments to it.

**Article 26. Disadvantaged Business Enterprise (DBE) Program Requirements**

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The MPO shall adopt, in its totality, the State's federally approved DBE program.
- C. The MPO shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The MPO shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The MPO shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address [http://txdot.gov/business/business\\_outreach/mou.htm](http://txdot.gov/business/business_outreach/mou.htm).
- E. The MPO shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The MPO shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by the USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the MPO of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC §1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC §3801 et seq.).
- F. Each contract the MPO signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

**Article 27. Procurement**

- A. The MPO shall maintain approved written procurement procedures that meet or exceed the requirements of 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and the state's UGMS as either may be revised or superseded. These procedures shall be used for all acquisitions authorized in any UPWP.
- B. The MPO agrees to comply with applicable Buy America requirements set forth in the Surface Transportation Assistance Act of 1978 (Pub. L. 95-599) §401 and the FTA's Buy America regulations in 49 CFR Part 661.

- C. The MPO agrees to comply with the cargo preference requirements set forth in 46 USC §55305 and Maritime Administration regulations set forth in 46 CFR Part 381.

**Article 28. Environmental Protection and Energy Efficiency**

- A. The MPO agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 USC §7602; Section 508 of the Clean Water Act 33 USC §1368; Executive Order 11738 and Title 40 CFR, "Protection of Environment." The MPO further agrees to report violations to the Department.
- B. The MPO agrees to recognize standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

**Article 29. Property Management**

The MPO shall maintain written property management procedures that meet or exceed the requirements of 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Agreements to State and Local Governments," and the state's UGMS as either may be revised or superseded. These procedures shall be used for any property acquired in whole or in part with federal and state funds provided through this agreement.

**Article 30. Federal Reimbursement**

The MPO shall be responsible for any funds determined to be ineligible for federal reimbursement, and shall reimburse the Department the amount of those funds previously provided to it by the Department.

**Article 31. Control of Drug Use**

The MPO agrees to comply with the terms of the FTA regulation, "Prevention of Alcohol Misuse and Prohibited Drug Use in Mass Transit Operations," set forth in 49 CFR Part 655.

**Article 32. Lobbying Certification**

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

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

agreements, the signatory for the MPO shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

### **Article 33. Amendments**

Any change to one or more of the terms and conditions of this agreement shall not be valid unless made in writing and agreed to by the parties before the change is implemented.

### **Article 34. Distribution of Products**

- A. The MPO shall provide a number of copies to be specified by the Department of all information, reports, proposals, brochures, summaries, written conclusions, graphic presentations, and similar materials developed by the MPO and financed, in whole or in part, as provided in this agreement. All reports published by the MPO shall contain the following prominent credit reference to the Department, USDOT, FHWA, and FTA:  
*Prepared in cooperation with the Texas Department of Transportation and the U.S. Department of Transportation, Federal Highway Administration, and Federal Transit Administration.*
- B. Upon termination of this agreement, all documents prepared by the MPO or furnished to the MPO by the Department, shall be delivered to the Department. All documents, photographs, calculations, programs, and other data prepared or used under this agreement may be used by the Department without restriction or limitation of further use.

### **Article 35. Legal Construction**

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

### **Article 36. Sole Agreement**

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

### **Article 37. Copyrights**

The Department and the USDOT shall, with regard to any reports or other products produced under this agreement, reserve a royalty-free, nonexclusive and irrevocable right

to reproduce, publish, or otherwise use, and to authorize others to use the work for government purposes.

**Article 38. Federal Funding Accountability and Transparency Act Requirements**

- A.** Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:  
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and  
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
- B.** The MPO agrees that it shall:
1. Obtain and provide to the Department a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site at <https://www.bpn.gov/ccr/default.aspx>;
  2. Obtain and provide to the Department a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website at <http://fedgov.dnb.com/webform>; and
  3. Report the total compensation and names of its top five (5) executives to the Department if:
    - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

**Article 39. Single Audit Report**

- A.** The parties shall comply with the requirements of the Single Audit Act of 1984, Pub. L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B.** If threshold expenditures of \$500,000 or more are met during the MPO's fiscal year, the MPO must submit a Single Audit Report and Management Letter (if applicable) to the Department's Audit Office, 125 East 11<sup>th</sup> Street, Austin, TX 78701 or contact the Department's Audit Office at [http://www.txdot.gov/contact\\_us/audit.htm](http://www.txdot.gov/contact_us/audit.htm).
- C.** If expenditures are less than \$500,000 during the MPO's fiscal year, the MPO must submit a statement to the Department's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- D.** For each year the project remains open for federal funding expenditures, the MPO will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

**Article 40. Notices**

All notices to any party by the other parties required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to the party at the following addresses:

<b>MPO:</b>	Transportation Planning Director Lubbock Metropolitan Planning Organization 916 Main, Suite 445 Lubbock, Texas 79401
<b>Fiscal Agent:</b>	Lubbock City Attorney P.O. Box 2000 Lubbock, Texas 79401
<b>Department:</b>	Director, Transportation Planning & Programming Division Texas Department of Transportation 125 E. 11 <sup>th</sup> Street Austin, Texas 78701

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided in this agreement. Any party may change the above address by sending written notice of the change to the other parties. Any party may request in writing that notices shall be delivered personally or by certified U.S. mail and that request shall be honored and carried out by the other parties.

**Article 41. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

**THIS AGREEMENT IS EXECUTED** by the Department, the MPO, and the Fiscal Agent in triplicate.

**THE MPO**

\_\_\_\_\_  
Signature

Tom Head  
\_\_\_\_\_  
Typed or Printed Name

Chairman, Transportation Policy Committee  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**THE FISCAL AGENT**

\_\_\_\_\_  
Signature

Glen Robertson  
\_\_\_\_\_  
Typed or Printed Name

Mayor, City of Lubbock  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**THE DEPARTMENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

Director, Transportation Planning and Programming Division  
Texas Department of Transportation

\_\_\_\_\_  
Date



**Regular City Council Meeting**

**5. 23.**

**Meeting Date:** 09/13/2012

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**Information**

**Agenda Item**

**Ordinance 2nd Reading - Planning:** ZONE CASE 3145-B Ordinance 2012-O0092 Consider request of City of Lubbock for a zoning change from IHC, IHI, C-4, and M-1 to CB-2 and CB-6 on 36.51 acres including Original Town Lubbock Block 6, 7, 22, 23, 24, 38, 39, 40, 57, 88, 89, Lots 1-10 Block 73, Lots 1-10 Block 90, Lots 11-15 Block 72, Citibus Tr A, and JB Moskins L 1 (east of Avenue K, south of Marsha Sharp Freeway, north of 10th Street, and west of the railroad Right of Way).

**Item Summary**

On August 23, 2012 the City Council approved the first reading of the ordinance.

The boundary description of the case has changed from the original proposal. This change occurred during the Planning and Zoning Commission meeting as a reduction of the land area, but was not reflected in the legal advertisement of the public hearing.

**Zoning Request:**

The request is to zone a portion of downtown from IHC, IHI, C-4, and M-1 to CB-6 and CB-2.

**Proposed Land Use:**

The proposal is to set the zoning in place for the Arts District. The Central Business District 6 (Arts District - CB-6) will complete the framework for the revitalization of downtown. This Central Business Arts District is intended to promote development and solidify the Arts District of the downtown revitalization plan. The Louise Hopkins Underwood Center for the Arts will serve as the anchor for the district.

Due to a number of existing long time warehouse, industrial and manufacturing uses on the east end of the original proposed boundary, this area is not seen as optimal for future arts uses, nor is it expected to change with the rail yard driving much of the land use around it. The particular areas dropped from the zone case by the Commission also have 'protective' design standards in place through the current IHI (Interstate Highway Industrial) zoning district. IHI, being the basis for the design standards in the CB-6 Arts District as well; the two districts should still mesh well aesthetically. The Planning Department recommended that this area remain Interstate Highway Industrial.

City staff and the County Commissioners agreed to request that the Commission modify the original proposed boundary based on future expansion of the county facilities on two and one half blocks south of 9th Street between Texas Ave and Avenue F. The Planning Commission is recommending they be amended to CB-2.

As a result of discussion during the public hearing at the Planning and Zoning Commission, one half block of existing M-1 has also been removed from the case. Staff will file a case in the coming months to rezone this block to Interstate Highway Industrial to match the area to the east. The portions deleted (to remain Interstate Industrial or be zoned IHI in the near future) satisfied the concerns of both the County and several individual land owners, and does not deteriorate the primary objective of establishing the Arts District. And, this will finish the "CB" District rezoning process.

The Planning Department and Delbert McDougal, as the Master Developer for Downtown, recommend the changes to the proposed boundary.

Adjacent Land Uses:

North: Marsha Sharp Freeway

South: Central Business District 2

East: Railroad and Interstate 27

West: Central Business District 5

Planning and Zoning (P&Z) Public Hearing Notes:

There were a couple of property owners present that led to the modification of the boundary (the County and several individuals as noted above). With the changes to the boundary, the owners were satisfied with the zone change.

Impact on the Comprehensive Land Use Plan (CLUP):

The proposed rezone is in concert with the CLUP. It also follows the downtown revitalization plan as adopted by City Council.

**Fiscal Impact**

None.

**Staff/Board Recommending**

Quincy White, Assistant City Manager

P&Z Commission

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**Attachments**

Ordinance - Zone Case 3145-B

Zone Case 3145-B

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. 3145-B**; A ZONING CHANGE FROM **IHC, IHI, C-4 AND M-1 TO CB-2 AND CB-6** ZONING DISTRICT ON **36.51 ACRES INCLUDING ORIGINAL TOWN LUBBOCK BLOCK 6, 7, 22, 23, 24, 38, 39, 40, 57, 88, 89, LOTS 1-10 BLOCK 73, LOTS 1-10 BLOCK 90, LOTS 11-15 BLOCK 72, CITIBUS TR A, AND JB MOSKINS L 1**, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, 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. 3145-B**

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **IHC, IHI, C-4 and M-1 to CB-2 and CB-6** zoning district on **36.51 acres including Original Town Lubbock Block 6, 7, 22, 23, 24, 38, 39, 40, 57, 88, 89, Lots 1-10 Block 73, Lots 1-10 Block 90, Lots 11-15 Block 72, Citibus Tr A, and JB Moskins L 1**, City of Lubbock, Lubbock County, Texas, located at **east of Avenue K, south of Marsha Sharp Freeway, north of 10<sup>th</sup> Street, and west of the railroad Right of Way.**

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 \_\_\_\_\_.

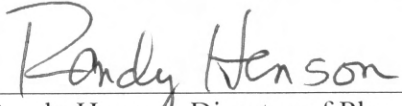
Passed by the City Council on second reading on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

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

APPROVED AS TO CONTENT:

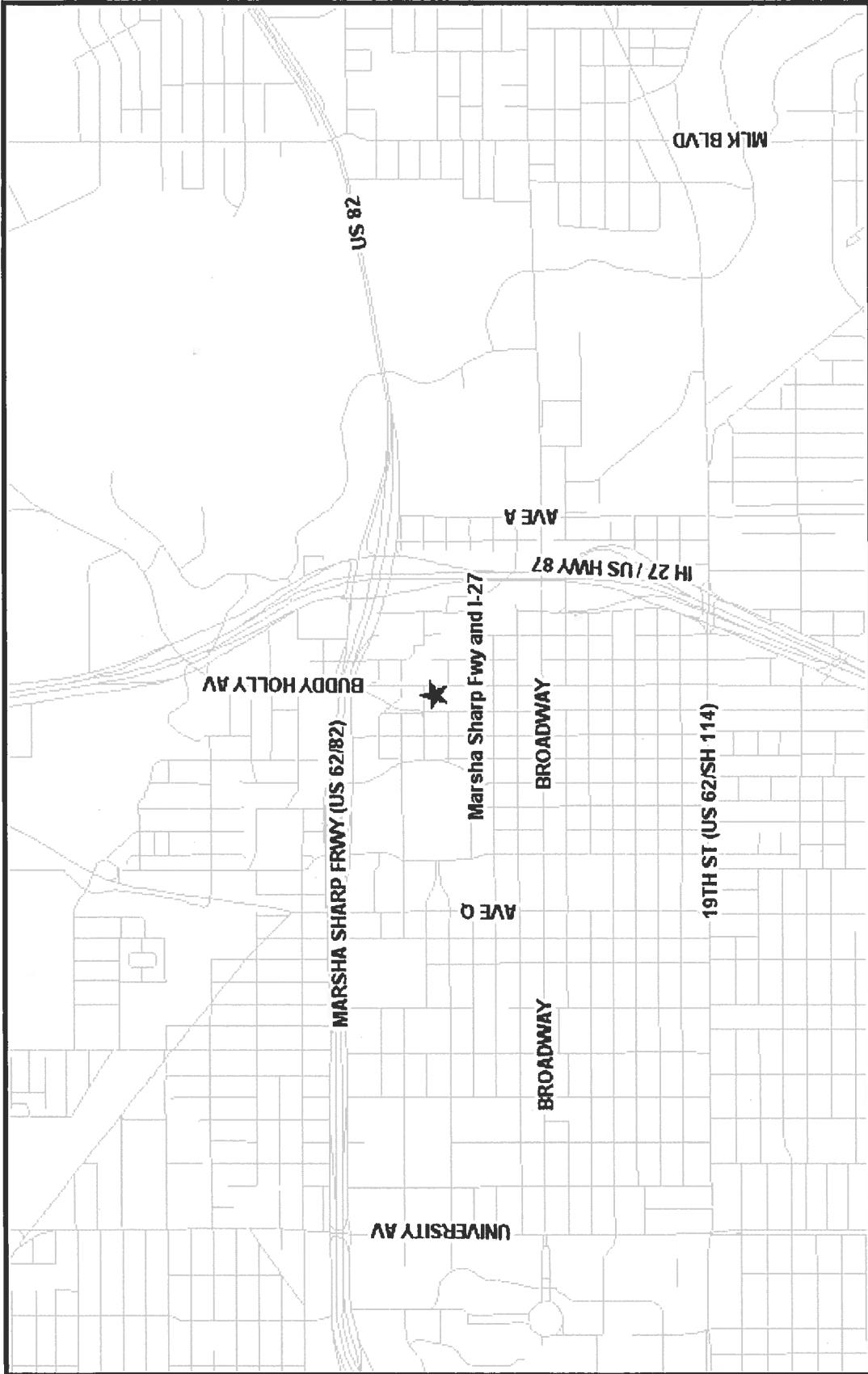
  
\_\_\_\_\_  
Randy Henson, Director of Planning

APPROVED AS TO FORM:

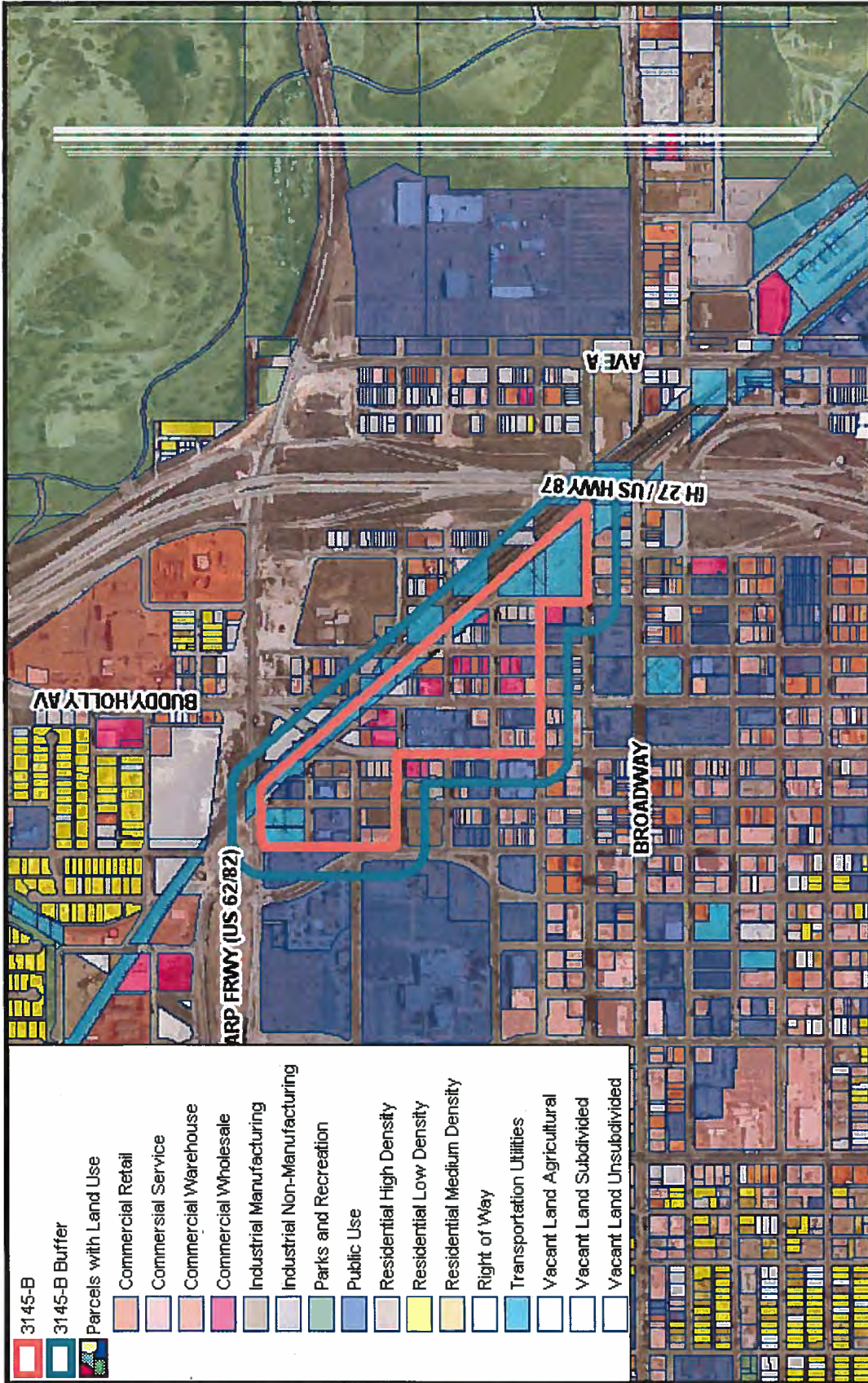
A handwritten signature in cursive script, appearing to read "Chad Weaver", is written over a horizontal line.

Chad Weaver  
Assistant City Attorney

vw/cityatt/Chad/ZoneCase/ZC3145-B  
August 2, 2012

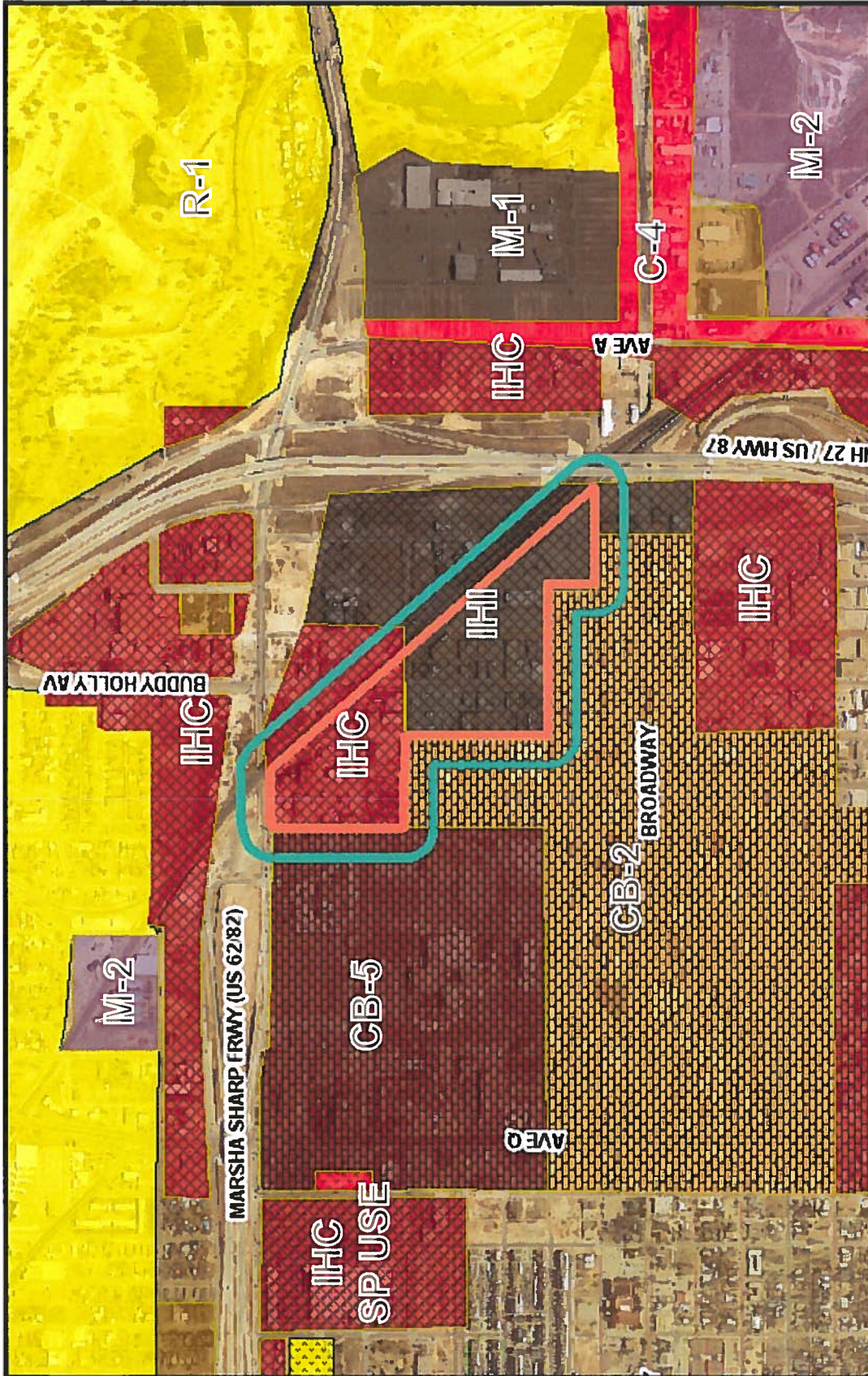


# P.Z.C. Case 3145-B



## P.Z.C. Case 3145-B

Request of City of Lubbock for a zoning change from IHC, IHI, C-4, and M-1 to CB6



# P.Z.C. Case 3145-B Zoning



**Regular City Council Meeting**

**5. 24.**

**Meeting Date:** 09/13/2012

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**Information**

**Agenda Item**

**Ordinance 2nd Reading - Planning:** ZONE CASE 2946-A Ordinance 2012-O0093 Consider the request of Gerald Hudson for a zoning change from R-1 to GO for a garden office on Lots 88 and 89, Lakeview Heights Addition (3402 and 3404 110th Street).

**Item Summary**

On August 23, 2012 the City Council approved the first reading of the ordinance.

**Zoning Request:**

The request is to zone two lots from R-1 (single family) to Garden Office (GO).

**Proposed Land Use:**

In the Garden Office District, the only permitted use is professional office. The land is currently vacant and zoned for residential. The applicant has a photo of the desired appearance of the new structure, not an exact architectural perspective. The building will have a residential appearance.

**Adjacent Land Uses:**

North: (Residential), Zoned R-1 (single family)

South: (a golf course), Zoned single family from when it was annexed. The golf course was in place at the time of annexation.

East: (Residential), Zoned A-2 (apartment zoning) limited to a church and church related uses

West: (Residential), Zoned R-1 (single family residential)

**Planning and Zoning (P&Z) Public Hearing Notes:**

One neighbor immediately north of the proposed development appeared, mainly to ask questions about the project. With the back of the building toward his lot, no parking, and a seven foot screening fence on the north line, as indicated in the recommendations by the P&Z; he expressed no opposition.

**Impact on the Comprehensive Land Use Plan (CLUP):**

As a buffer, the Garden Office designation is considered acceptable between residential and adjacent commercial or thoroughfare. In this case, the area would be only two lots versus a "strip" as has been accomplished adjacent to thoroughfares within other recently developed subdivisions. This change would be more like the zoning for the High Plains Water Conservation District or Lubbock Housing Finance group along Avenue Q on vacant lots north of 34th Street. Both of those developments have blended well with the adjacent homes in O'Neill Terrace, being built in a "residential" look. As expressed above, the applicants in this case have indicated a similar desire and have provided a site plan illustrating the layout of the building.

There is no proposed access from Indiana, which is an asset for the thoroughfare system. Access from 110th Street will provide the employees and customers a safer turn movement to the parking lot. The applicant will be required to construct a screening fence to the west (with a step down) and on the south (seven feet on the south) as a condition approved by the P&Z.

South of 110th is a nonconforming golf course. As such, there are no residential neighbors to disturb in that direction.

**Fiscal Impact**

None.

**Staff/Board Recommending**

Quincy White, Assistant City Manager

P&Z Commission Recommendation:

With consideration for neighbor comments, the Planning Commission recommends the request with the following condition:

1. Tied to the proposed site plan.
2. The required screening fence on the north line shall be seven feet in height.

The Planning staff supports the recommendation of the Commission

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**Attachments**

Ordinance - Zone Case 2946-A

Zone Case 2946-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. 2946-A**; A ZONING CHANGE FROM **R-1** TO **GO** ZONING DISTRICT ON **LOTS 88 AND 89, LAKEVIEW HEIGHTS ADDITION, LUBBOCK, TEXAS**; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, 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. 2946-A**

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** to **GO** zoning district on **Lots 88 and 89, Lakeview Heights Addition, City of Lubbock, Lubbock County, Texas**

located at **3402 and 3404 110<sup>th</sup> Street**, subject to conditions and being further described as follows:

**SUBJECT TO THE FOLLOWING CONDITIONS:**

- 1. THAT the zone change be tied to the proposed site plan.**
- 2. THAT the required screening fence on the north line shall be seven feet in height.**

SECTION 2. THAT violation of any provisions of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

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

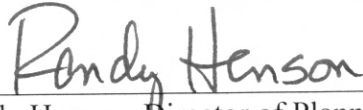
Passed by the City Council on second reading on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

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

APPROVED AS TO CONTENT:



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Randy Henson, Director of Planning

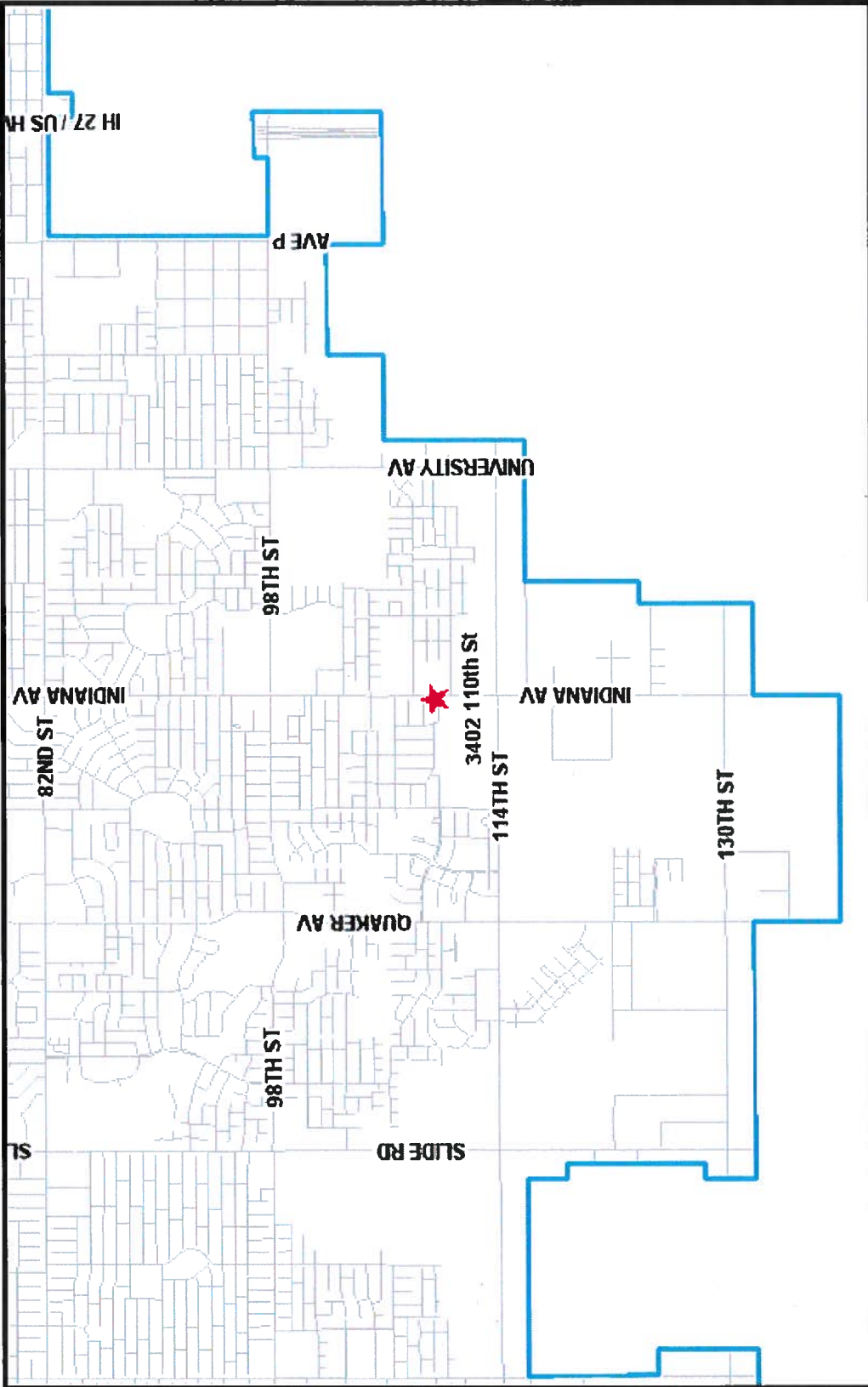
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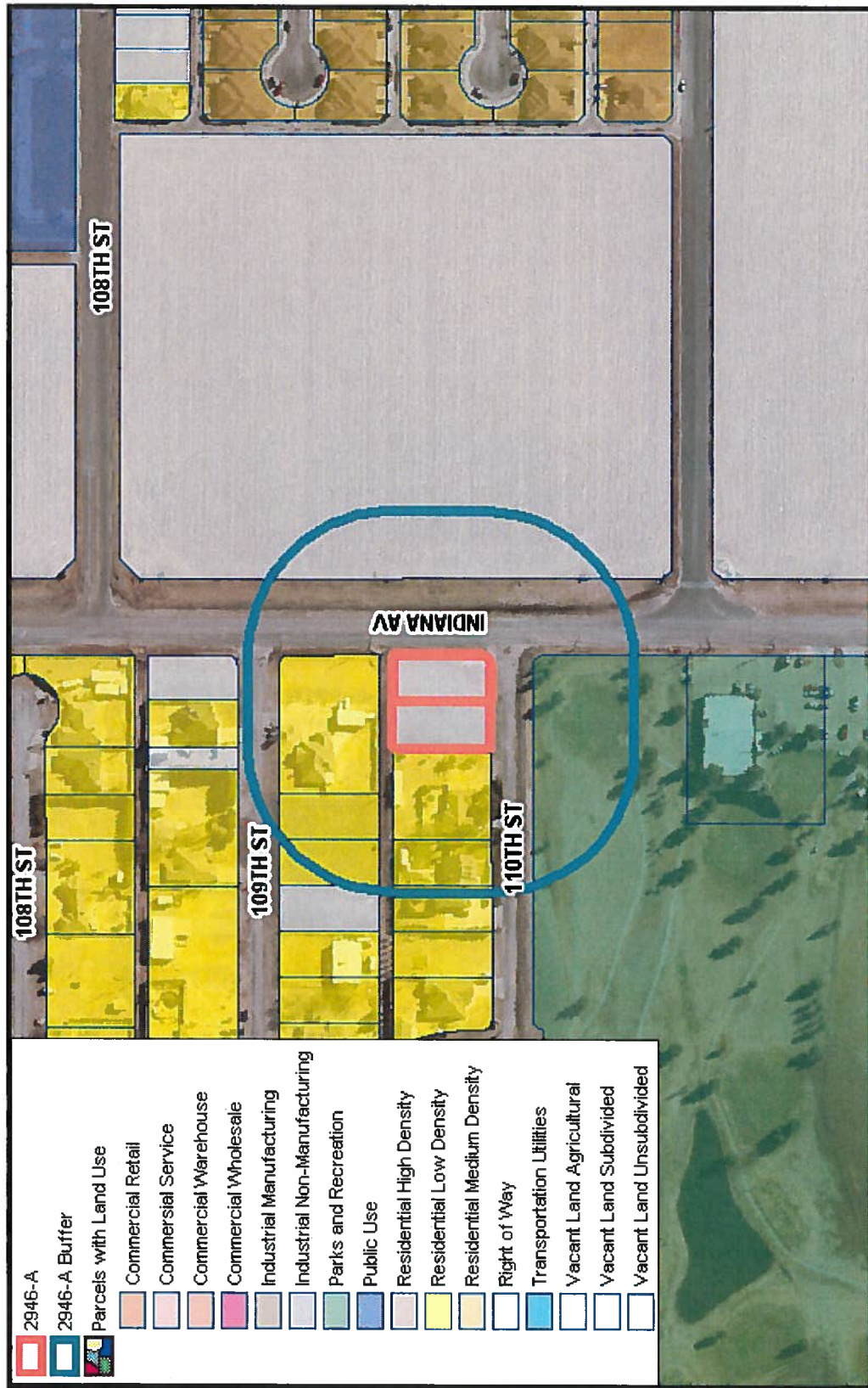
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Chad Weaver  
Assistant City Attorney

vw/CityAtt/Chad/Zones/zc2946-A  
August 2, 2012

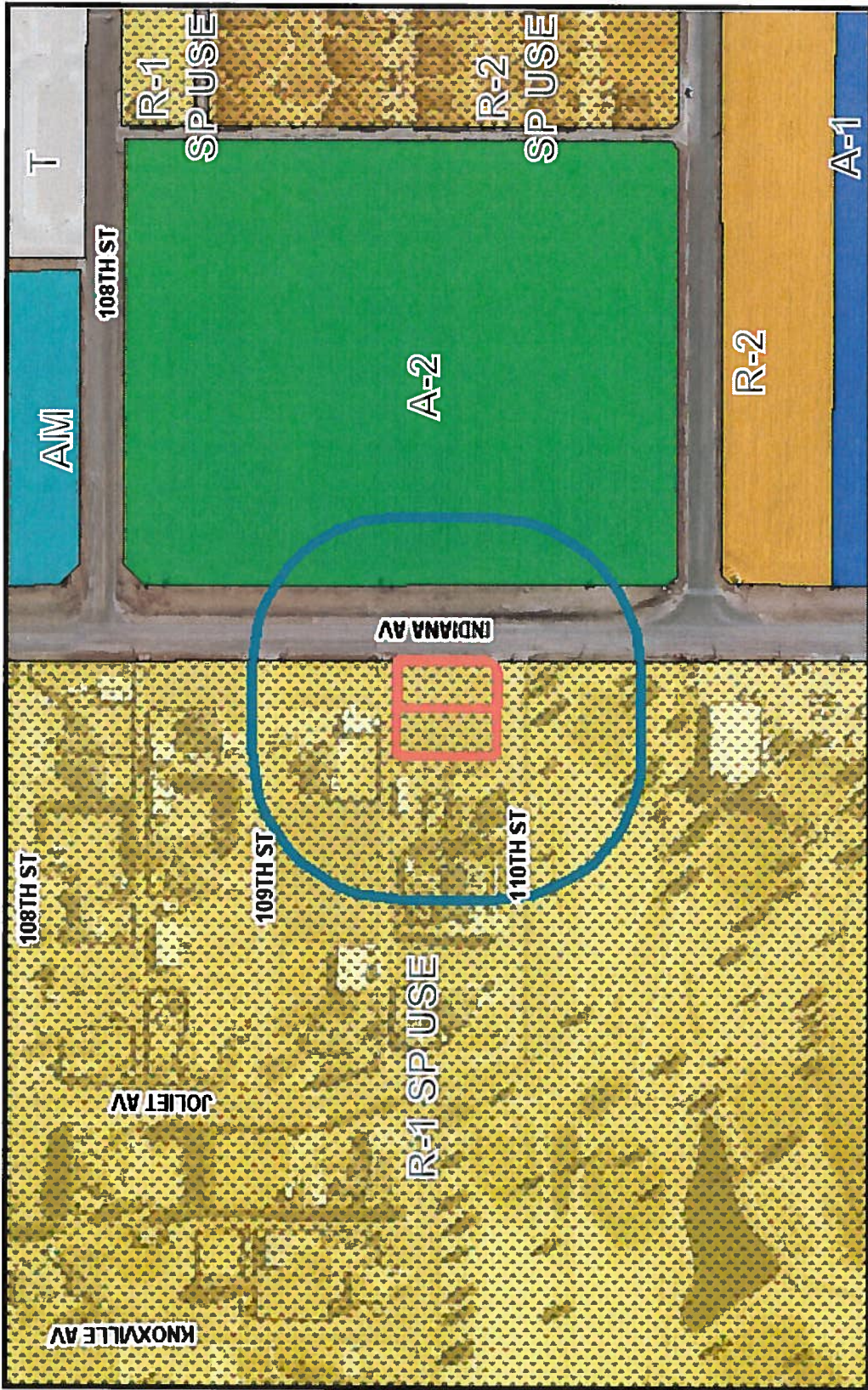


# P.Z.C. Case 2946-A



## P.Z.C. Case 2946-A

Request of Gerald Hudson for a zoning change from R-1 to GO for a garden office,  
3402 and 3404 110<sup>th</sup> Street



# P.Z.C. Case 2946-A Zoning



**Regular City Council Meeting**

**5. 25.**

**Meeting Date:** 09/13/2012

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**Information**

**Agenda Item**

**Ordinance 2nd Reading - Planning:** ZONE CASE 2189-C Ordinance 2012-O0094 Consider request of McLiney Lumber and Supply for a zoning change from C-2 to C-4 Specific Use limited to a home improvement center and all unconditionally permitted C-3 uses on 3.648 acres of unplatted land out of Block E, Section 9.

**Item Summary**

On August 23, 2012 the City Council approved the first reading of the ordinance.

**Zoning Request:**

The request is to zone the proposed property north of 86th Street and east of University Avenue from C-3, with conditions, to C-4 Specific Use and all unconditionally permitted C-3 uses.

**Proposed Land Use:**

The proposal is for a home improvement center in the existing building. The building was originally occupied by Bowmans Lumber Company and several interim uses, but has been mostly vacant for several years. The use should not have a negative impact on the surrounding properties since commercial exists in all directions and the building backs up to a mini-storage facility. The project should not be a detriment to traffic in the area.

**Adjacent Land Uses:**

North: (Commercial), Zoned C-2, and C-4 Specific Use

South: (Commercial), Zoned C-2

East: (Commercial), Zoned C-4 Specific Use, storage units

West: (Commercial), Zoned C-3

**Planning and Zoning (P&Z) Public Hearing Notes:**

No one other than the applicant appeared at the meeting.

**Impact on the Comprehensive Land Use Plan (CLUP):**

The proposal is consistent with the CLUP. The subject property was rezoned in November 2011 from R-1 to C-3 with conditions. The CLUP designates the property as commercial and the proposed rezone will maintain that designation.

**Fiscal Impact**

None.

**Staff/Board Recommending**

Quincy White, Assistant

P&Z Commission Recommendation:

The Planning and Zoning Commission recommends approval with two conditions:

1. That the zone change be tied to the proposed site plant. A gate will be installed even with the structure on the North and South. All outside or shed storage shall be beside or behind the store.

2. That the facade shall conform with the conceptual photo of the store front.

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**Attachments**

Ordinance - Zone Case 2189-C

Zone Case - 2189-C

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. 2189-C**; A ZONING CHANGE FROM **C-3** TO **C-4 SPECIFIC USE LIMITED TO A HOME IMPROVEMENT CENTER AND ALL UNCONDITIONALLY PERMITTED C-3 USES**, ON **3.648 ACRES OF UNPLATTED LAND OUT OF BLOCK E, SECTION 9**, 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. 2189-C**

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-3** to **C-4 Specific Use limited to a home improvement center and all unconditionally permitted C-3 uses** on **3.648 acres of unplatted land out of Block E, Section 9**, City of Lubbock, Lubbock County, Texas, subject to conditions and being further described as follows:

**METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".**

**SUBJECT TO THE FOLLOWING CONDITIONS:**

- 1. THAT the zone change be tied to the proposed site plan. A gate will be installed even with the structure on the North and South. All outside or shed storage shall be beside or behind the store.**
- 2. THAT the facade shall conform with the conceptual photo of the store front.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **C-3** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **3.648 acres of unplatted land out of Block E, Section 9**, 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:

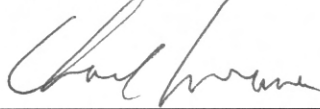
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Rebecca Garza, City Secretary

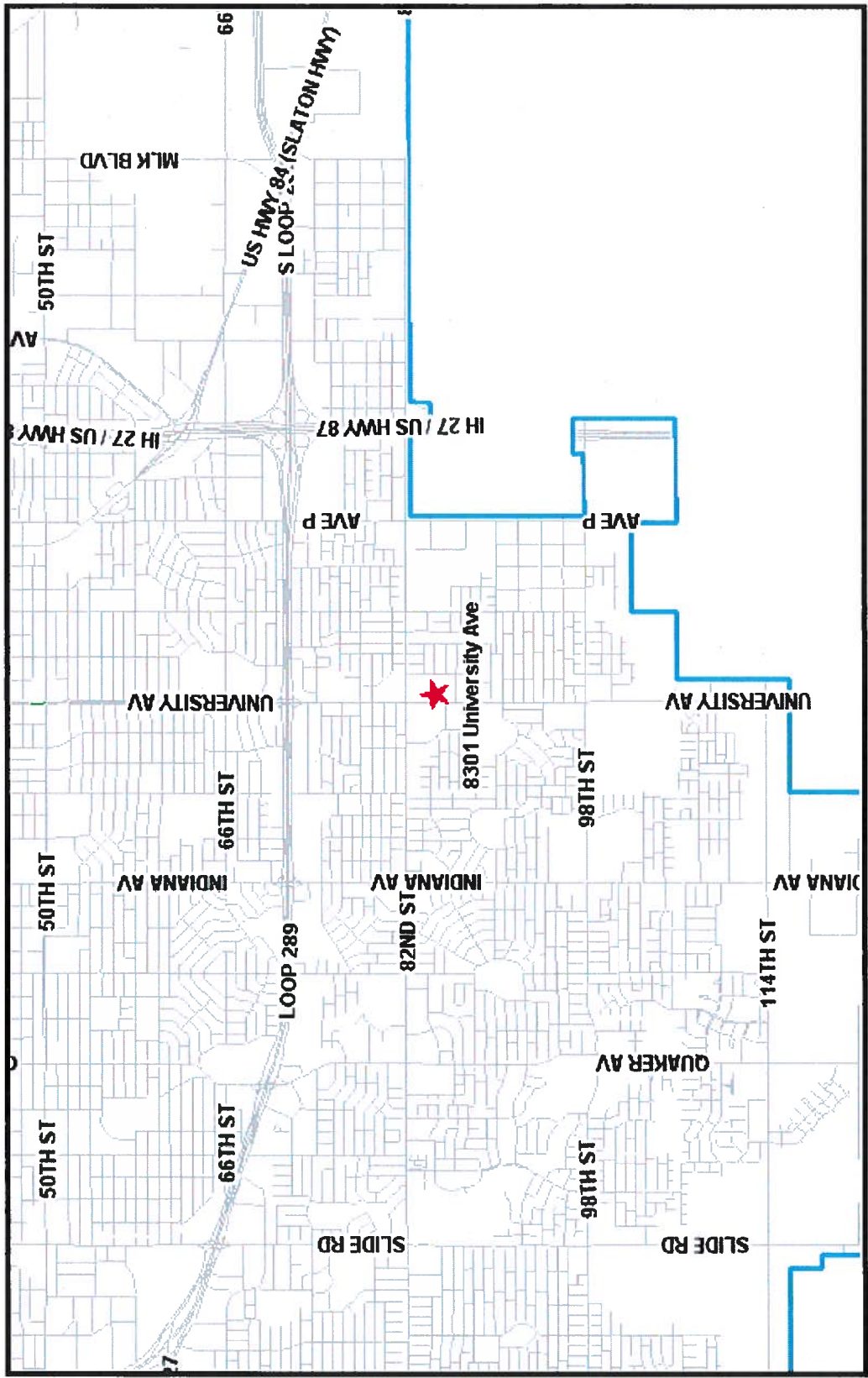
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Randy Henson, Director of Planning

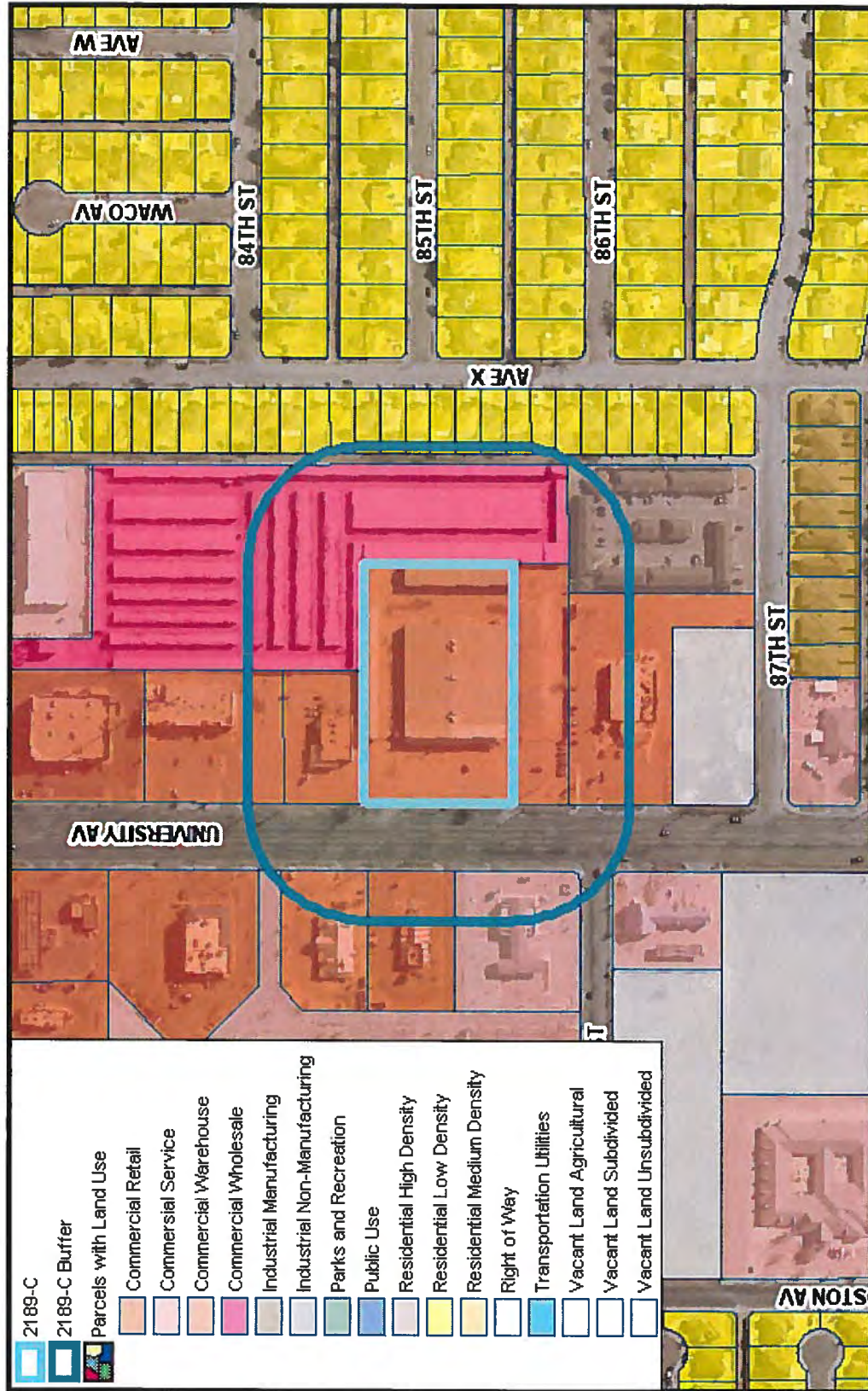
APPROVED AS TO FORM:

  
Chad Weaver  
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC2189-C  
August 6, 2012

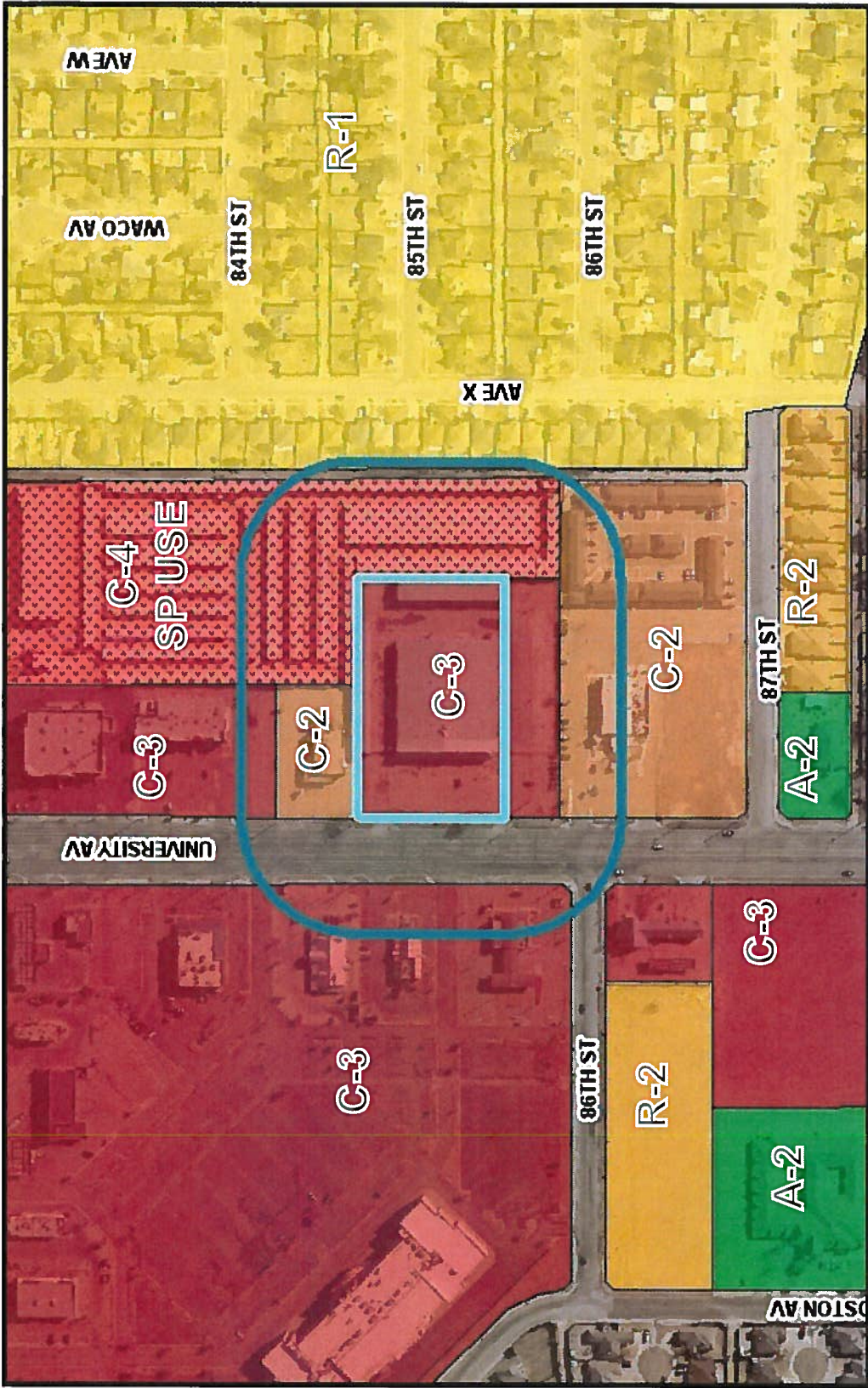


# P.Z.C. Case 2189-C



## P.Z.C. Case 2189-C

Request of McLiney Lumber and Supply for a zoning change from C-2 to C-4 Specific Use limited to a home improvement center and all unconditionally permitted C-3 uses, 8301 University Ave



# P.Z.C. Case 2189-C Zoning



**Regular City Council Meeting**

**5. 26.**

**Meeting Date:** 09/13/2012

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**Information**

**Agenda Item**

**Ordinance 2nd Reading - Planning:** ZONE CASE 3177 Ordinance 2012-O0087 Consider the request of James Daniel (for The Landscape Gallery) for a zoning change from R-1 to C-4 limited to a greenhouse, plant nursery and all unconditionally permitted C-3 uses on 8.54 acres of unplatted land out of Block AK, Section 42 (2801 Alcove Avenue).

**Item Summary**

On August 23, 2012 the City Council approved the first reading of the ordinance.

**Proposed Land Use:**

The zoning is proposed as C-4, limited to a greenhouse, and all unconditionally permitted C-3 (general retail) uses. The proposed land use is for a nursery/greenhouse and a 3200 square foot building to be used for equipment storage. The area will be used to plant, grow, harvest, and replant trees and plants along with storing certain landscaping material.

**Adjacent Land Uses:**

North: (Residential annexed), Zoned R-1

South: (Residential & Commercial), Zoned R-1 immediately then C-4 and M-1

East: (Residential annexed), Zoned R-1

West: (Residential annexed), Zoned R-1

**Planning and Zoning (P&Z) Public Hearing Notes:**

No one attended the meeting in favor or in opposition to the case.

**Impact on the Comprehensive Land Use Plan (CLUP):**

This would be a minor change to the CLUP. Due to the nature of the business, the limited amount of traffic, the fact that the majority of the site will be used to plant and store trees, and that only a 40 foot x 80 foot shop (3,200 square feet) will be built to store equipment; the request will have a limited impact on the area. While not within the 660 foot x 660 foot commercial policy area at 34th street and Alcove Avenue; the presence of an adjacent industrial use and a commercial use, a playa, and the railroad will make this area unique. Industrial use also exists south of 34th St. on Alcove and to the east on 34th Street. The proposed land use will provide needed growth for the area without being intrusive to the surrounding properties.

In the opinion of staff, this area is not conducive for development as Residential (R-1).

**Fiscal Impact**

None.

**Staff/Board Recommending**

Quincy White, Assistant City Manager  
P&Z Commission with the following conditions:

- 1.) Tied to the site plan allowing for staff to approve minor variations with regard to location of the structure.
- 2.) That the requirements for a screening fence be delayed pending development of adjacent lots.

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**Attachments**

Ordinance - Zone Case 3177

Zone Case 3177

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. 3177**; A ZONING CHANGE FROM **R-1** TO **C-4** ZONING DISTRICT LIMITED TO A **GREENHOUSE, PLANT NURSERY AND ALL UNCONDITIONALLY PERMITTED C-3 USES**, ON **8.54 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 42**, LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this 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. 3177**

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 **C-4** zoning district **limited to a greenhouse, plant nursery and all unconditionally permitted C-3 uses on 8.54 acres of unplatted land out of Block AK, Section 42**, City of Lubbock, Lubbock County, Texas, located at **2801 Alcove 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 change be tied to the site plan.**
- 2. THAT the requirements for a screening fence be delayed pending development of adjacent lots.**

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:

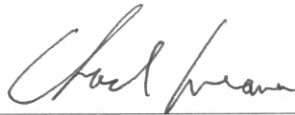
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Rebecca Garza, City Secretary

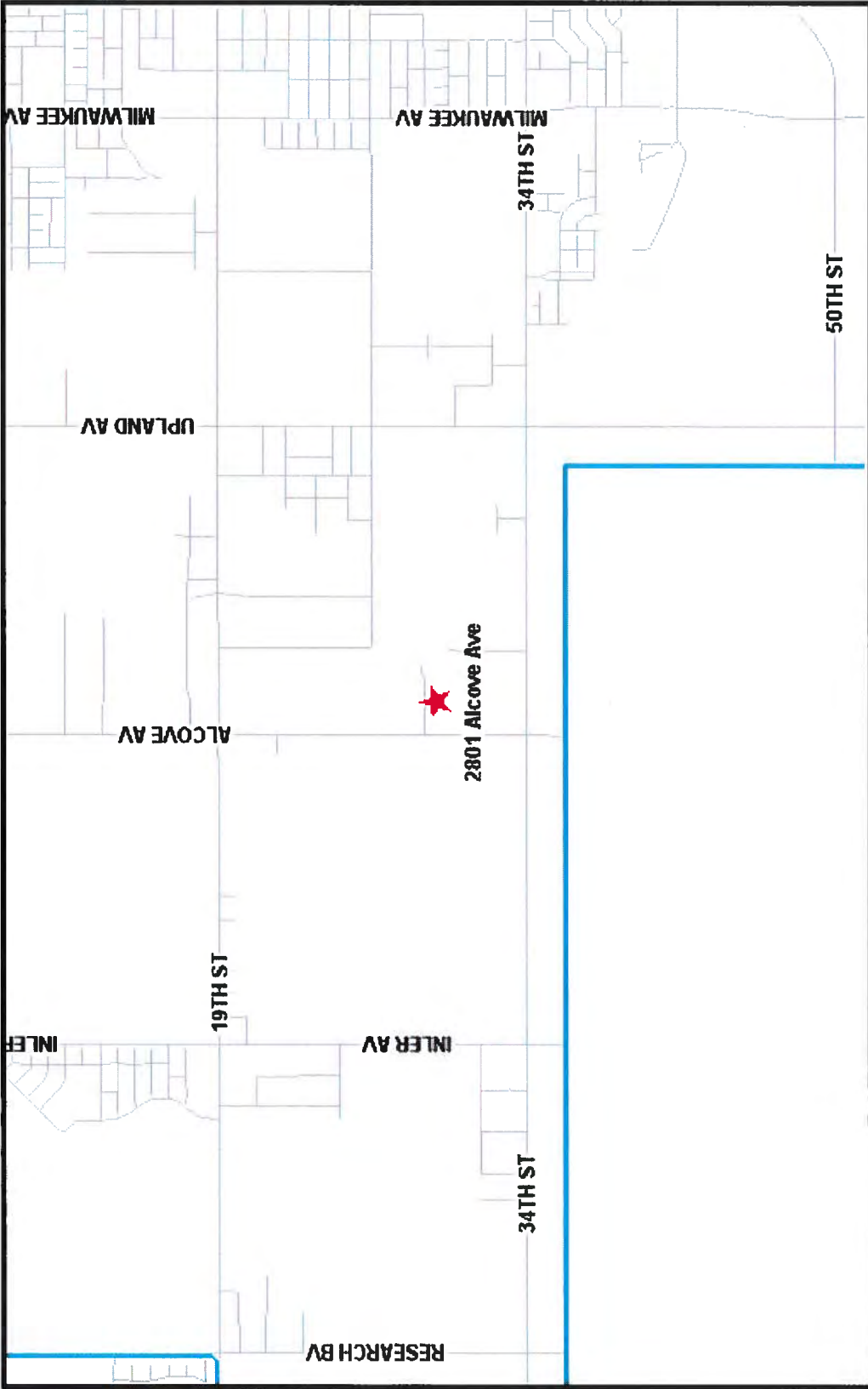
APPROVED AS TO CONTENT:

  
Randy Henson, Director of Planning

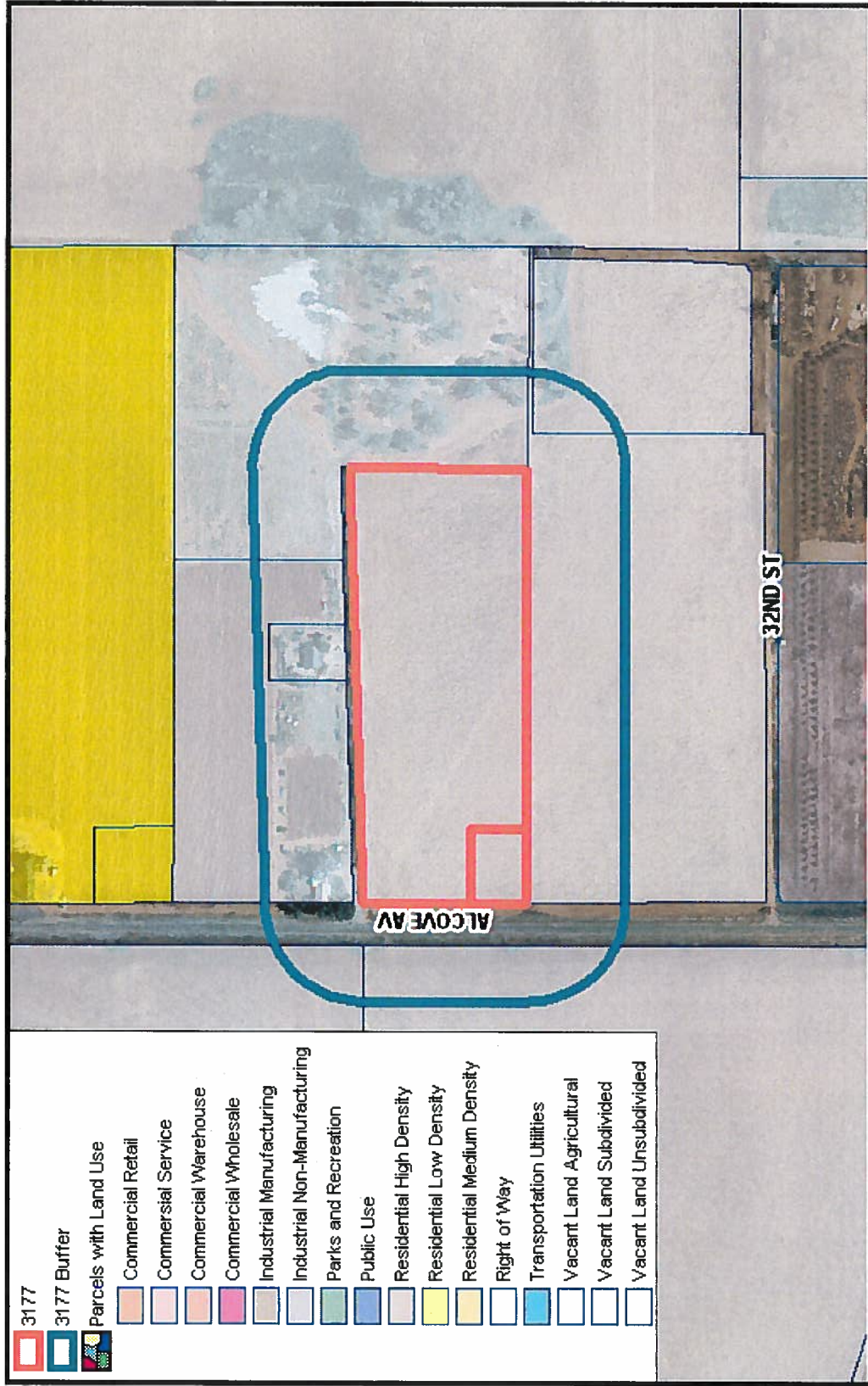
APPROVED AS TO FORM:

  
Chad Weaver  
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3177  
August 2, 2012

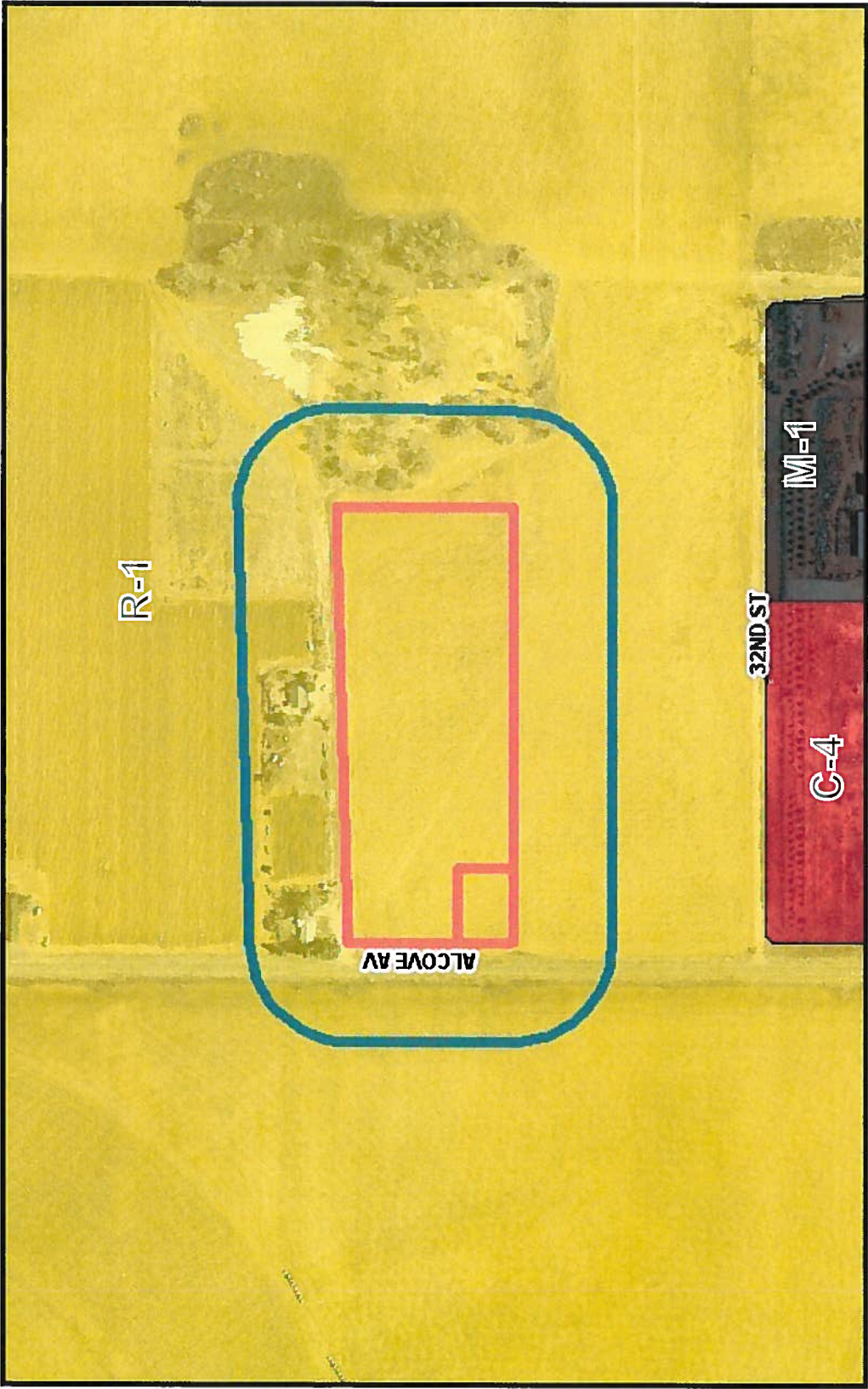


# P.Z.C. Case 3177



## P.Z.C. Case 3177

**Request of James Daniel (for The Landscape Gallery) for a zoning change from R-1 to C-4 limited to a greenhouse, plant nursery and all unconditionally permitted C-3 uses, 2801 Alcove Avenue**



# P.Z.C. Case 3177 Zoning



**Regular City Council Meeting**

**5. 27.**

**Meeting Date:** 09/13/2012

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**Information**

**Agenda Item**

**Ordinance 2nd Reading - Planning:** ZONE CASE 3178 Ordinance 2012-O0088 Consider request of Tigris Development, LLC (for Joyce Craft) for a zoning change from R-1 to A-2 on 24 acres of unplatted land out of Block AK, Section 43 (north of 34th Street and west of Milwaukee Avenue).

**Item Summary**

On August 23, 2012 the City Council approved the first reading of the ordinance.

**Zoning Request:**

The request is to zone an area within the former Elm Grove Golf Course from R-1 (as it was annexed) to A-2 (apartment zoning). The Planning Commission considered ZC 3178 (to A-2) and ZC 3179 (to AM) in one discussion with two votes, as both cases are essentially a master plan for the bulk of the former golf course.

**Proposed Land Use:**

The proposed use of this parcel (A-2), in conjunction with the land proposed as AM (apartment-medical) zoning in Zone Case 3179, is to develop a planned apartment – medical community.

**Adjacent Land Uses:**

North: (former golf course), Zoned R-1 (as annexed). North of that is a mobile home community.

South: (former golf course), Zoned R-1 (as annexed). South of 34th Street is an existing apartment and single family residential area.

East: (vacant Residential), Zoned R-1, single family across Milwaukee Avenue.

West: (former golf course), Zoned R-1 (as annexed).

**Planning and Zoning (P&Z) Public Hearing Notes:**

One resident who lives in an older home that is to the west expressed concern about increased traffic on 34th Street. The staff informed the Commission that, as development increases, 34th Street west of Milwaukee will move up the funding list on the MPO Transportation Improvement Plan, although timing will be determined by availability of funding.

**Impact on the Comprehensive Land Use Plan (CLUP):**

The proposal is a departure from the current CLUP, which illustrates single family as “policy” for the former golf course, a condition common until or unless construction of other than single family is proposed. In this instance, with the purchase of the former golf course, an apartment zone case already approved in the northeast corner, and a commercial “policy” corner at 34th Street and Milwaukee Avenue, the applicants are considering a master planned medical office and apartment area. A large area of the west and southwest portion of the entire parcel will remain undeveloped as a playa.

As a master planned community that is not single family, the staff indicated to the Commission that the relative isolation of the one-quarter square mile being developed as a master planned apartment-medical facility community will have little affect on adjacent development in all directions. The parcel is bounded on two sides by thoroughfare level streets, on the north by a mobile home community (primarily), along with a church and a small

amount of residential. That residential is already across from a previously zoned apartment parcel.

**Fiscal Impact**

None.

**Staff/Board Recommending**

Quincy White, Assistant City Manager  
P&Z Commission Recommendation:

The Commission recommends both ZC 3178 and 3179 which includes a minor amendment for the CLUP, and recommends one condition:

1. Prior to development, the Commission shall consider a site plan for curb cuts for both streets and private curb cuts – one for the area along 34th Street and one for the area along Milwaukee. They may occur at different time periods.

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**Attachments**

Ordinance - Zone Case 3178

Zone Case 3178

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. 3178**; A ZONING CHANGE FROM **R-1** TO **A-2** ZONING DISTRICT ON **24 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 43**, LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully compiled with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this 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. 3178**

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 **A-2** zoning district on **24 acres of**

**unplatted land out of Block AK, Section 43, City of Lubbock, Lubbock County, Texas located at north of 34<sup>th</sup> Street and west of Milwaukee Avenue, subject to conditions and being further described as follows:**

**METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".**

**SUBJECT TO THE FOLLOWING CONDITION:**

- 1. THAT prior to development, the Commission shall consider a site plan for curb cuts for both streets and private curb cuts – one for the area along 34<sup>th</sup> Street and one for the area along Milwaukee, at a future date. They may occur at different time periods.**

SECTION 2. THAT violation of any provisions of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

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

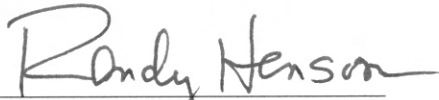
Passed by the City Council on second reading on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

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

APPROVED AS TO CONTENT:



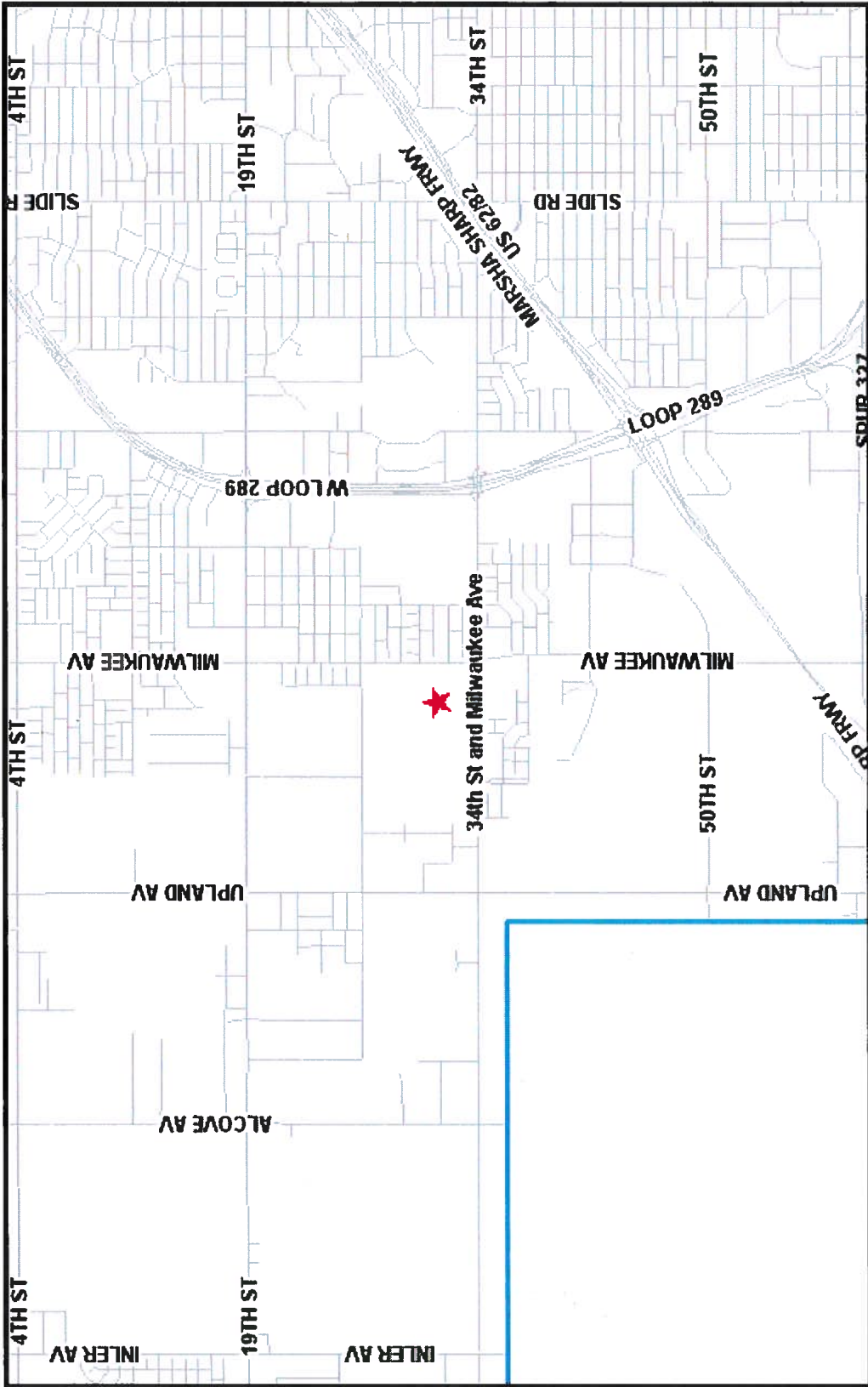
Randy Henson, Director of Planning

APPROVED AS TO FORM:

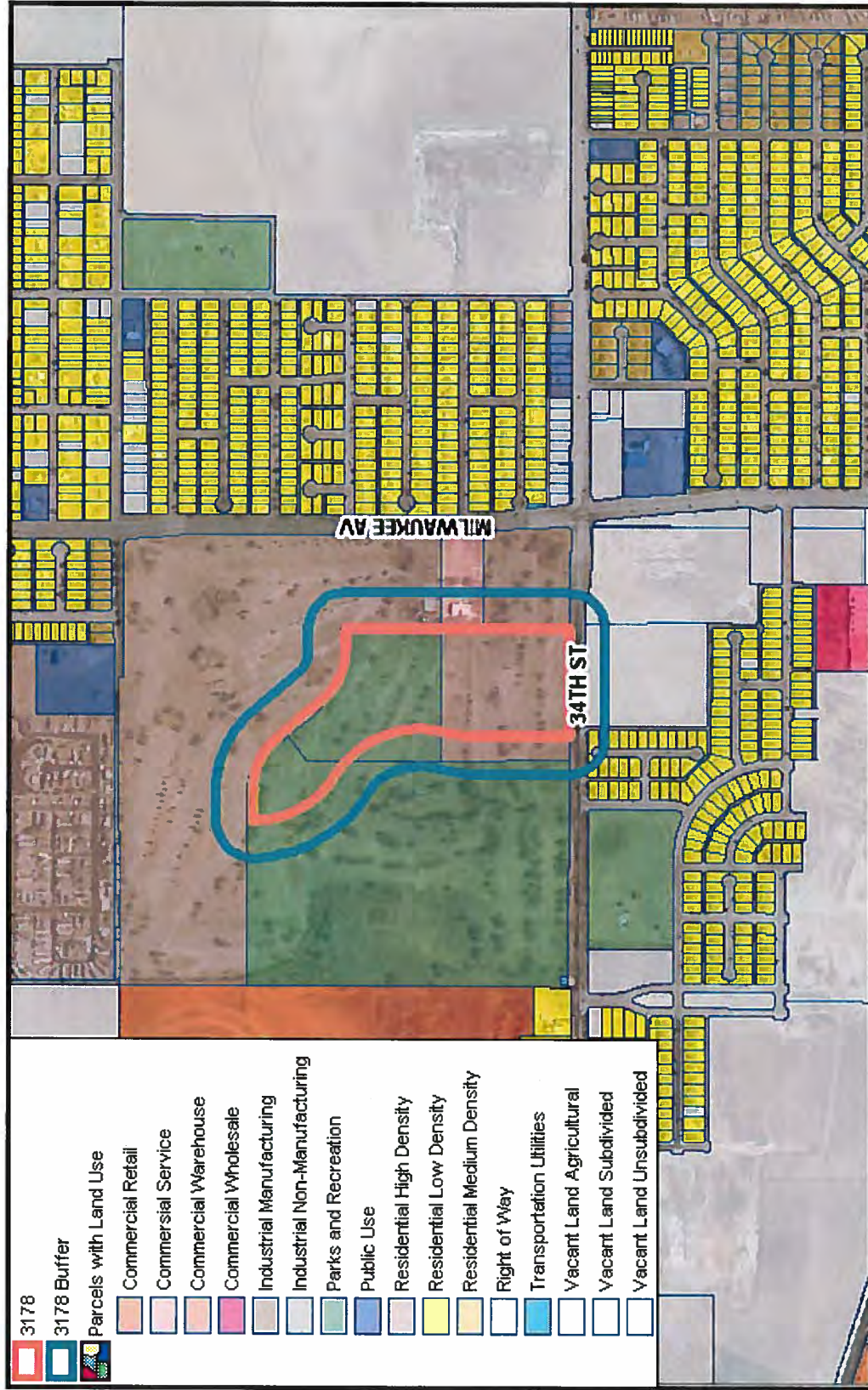


Chad Weaver  
Assistant City Attorney

vw/CityAtt/Chad/Zones/zc3178  
August 2, 2012

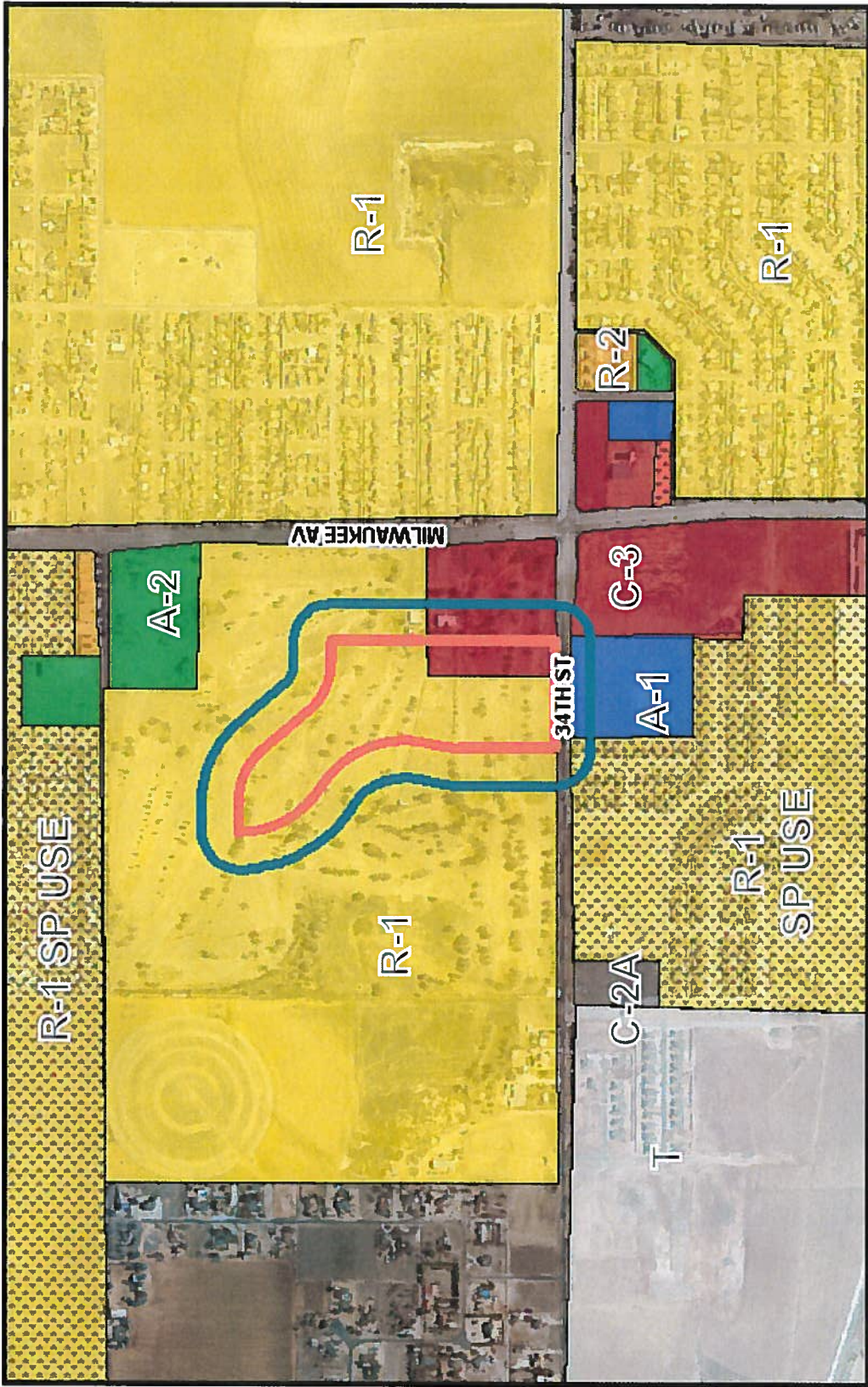


# P.Z.C. Case 3178



## P.Z.C. Case 3178

Request of Tigris Development, LLC (for Joyce Craft) for a zoning change from R-1 to A-2



# P.Z.C. Case 3178 Zoning



**Regular City Council Meeting**

**5. 28.**

**Meeting Date:** 09/13/2012

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**Information**

**Agenda Item**

**Ordinance 2nd Reading - Planning:** ZONE CASE 3179 Ordinance 2012-O0089 Consider request of Tigris Development, LLC (for Joyce Craft) for a zoning change from R-1 to AM on 61.6 acres of unplatted land out of Block AK, Section 43.

**Item Summary**

On August 23, 2012 the City Council approved the first reading of the ordinance.

**Zoning Request:**

The request is to zone two parcels within the former Elm Grove Golf Course from R-1 (as it was annexed) to AM (apartment-medical) zoning. The Planning Commission considered ZC 3178 and ZC 3179 in one discussion with two votes, as both cases are essentially a master plan for the bulk of the former golf course.

**Proposed Land Use:**

The proposed use of these parcels, apartment medical (A-M), in conjunction with the land proposed as A-2 (apartment zoning) in Zone Case 3178, is to develop a planned apartment – medical community.

**Adjacent Land Uses:**

North: (former golf course), Zoned R-1 (as annexed). North of that is a mobile home community.

South: (former golf course), Zoned R-1 (as annexed). South of 34th Street is an existing apartment and single family residential area.

East: (vacant Residential), Zoned R-1, single family across Milwaukee Avenue.

West: (former golf course), Zoned R-1 (as annexed).

**Planning and Zoning (P&Z) Public Hearing Notes:**

One resident who lives in an older home to the west expressed concern about increased traffic on 34th Street. The staff informed the Commission that, as development increases, 34th Street west of Milwaukee will move up the funding list on the MPO Transportation Improvement Plan, although timing will be determined by availability of funding.

**Impact on the Comprehensive Land Use Plan (CLUP):**

The proposal is a departure from the current CLUP, which illustrates single family as “policy” for the former golf course, a condition common until or unless construction of other than single family is proposed. In this instance, with the purchase of the former golf course, an apartment zone case already approved in the northeast corner, and a commercial “policy” corner at 34th Street and Milwaukee Avenue, the applicants are considering a master planned medical office and apartment area. A large area of the west and southwest portion of the entire parcel will remain undeveloped as a playa.

As a master planned community that is not single family, the staff indicated to the Commission that the relative isolation of the one-quarter square mile being developed as a master planned apartment-medical facility community will have little affect on adjacent development in all directions. The parcel is bounded on two sides by thoroughfare level streets, on the north by a mobile home community (primarily), along with a church and a small

amount of residential. That residential is already across from a previously zoned apartment parcel.

**Fiscal Impact**

None.

**Staff/Board Recommending**

Quincy White, Assistant City Manager  
P&Z Commission Recommendation:

The Commission recommends both ZC 3178 and 3179 which includes a minor amendment for the CLUP, and recommends one condition:

1. Prior to development, the Commission shall consider a site plan for curb cut plan for both streets and private curb cuts – one for the area along 34th Street and one for the area along Milwaukee. They may occur at different time periods.

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**Attachments**

Ordinance - Zone Case 3179

Zone Case 3179

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. 3179**; A ZONING CHANGE FROM **R-1** TO **AM** ZONING DISTRICT ON **61.6 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 43**, LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinances and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

**ZONE CASE NO. 3179**

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 **AM** zoning district on **61.6 acres**

**of unplatted land out of Block AK, Section 43, City of Lubbock, Lubbock County, Texas, subject to conditions and being further described as follows:**

**METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".**

**SUBJECT TO THE FOLLOWING CONDITION:**

- 1. THAT prior to development, the Commission shall consider a site plan for curb cuts for both streets and private curb cuts – one for the area along 34<sup>th</sup> Street and one for the area along Milwaukee, at a future date. They may occur at different time periods.**

SECTION 2. THAT violation of any provisions of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

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

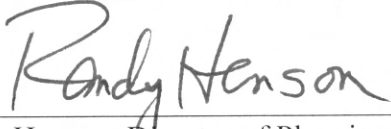
Passed by the City Council on second reading on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

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

APPROVED AS TO CONTENT:



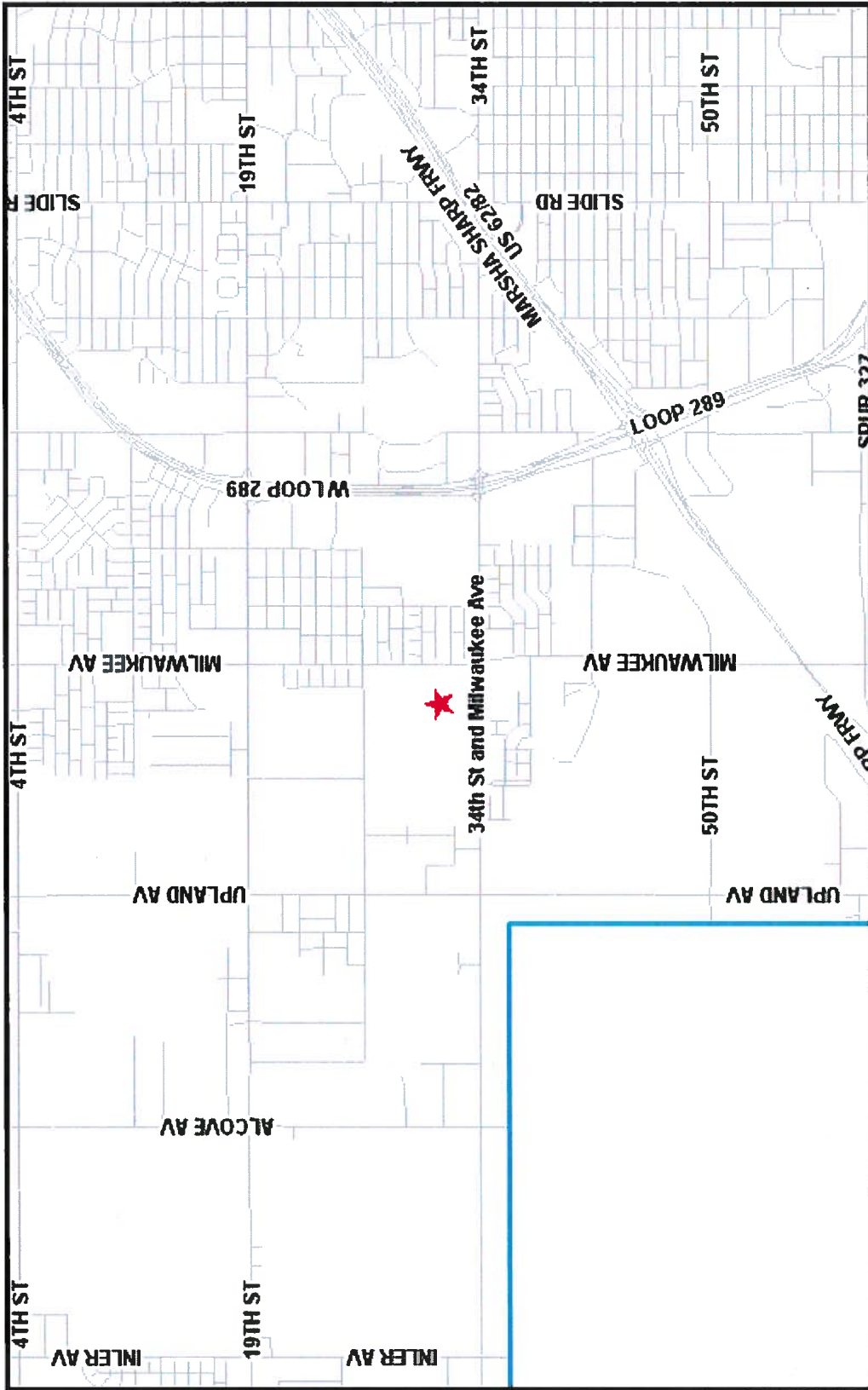
Randy Henson, Director of Planning

APPROVED AS TO FORM:

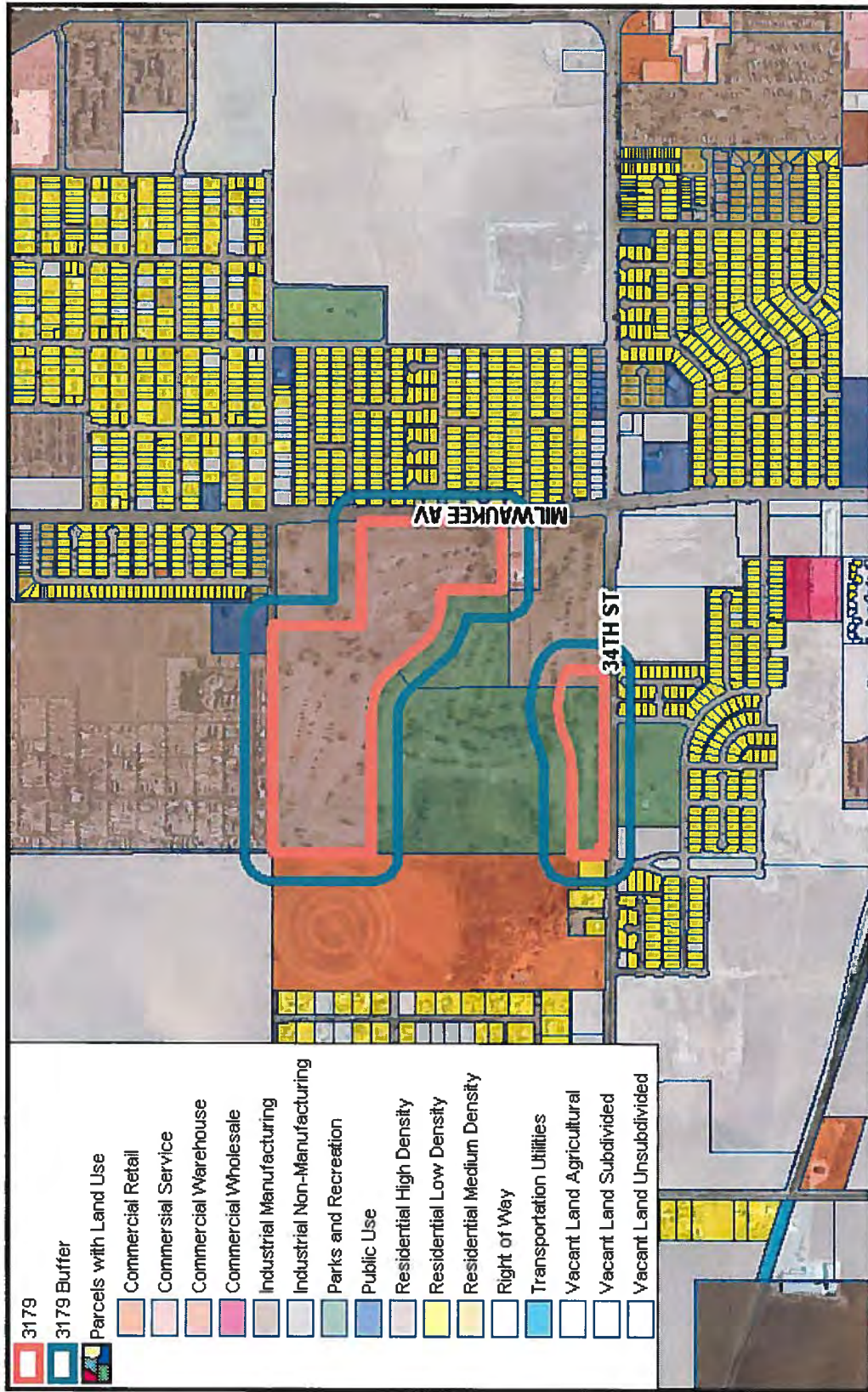


Chad Weaver  
Assistant City Attorney

vw/CityAtt/Chad/Zones/zc3179  
August 2, 2012

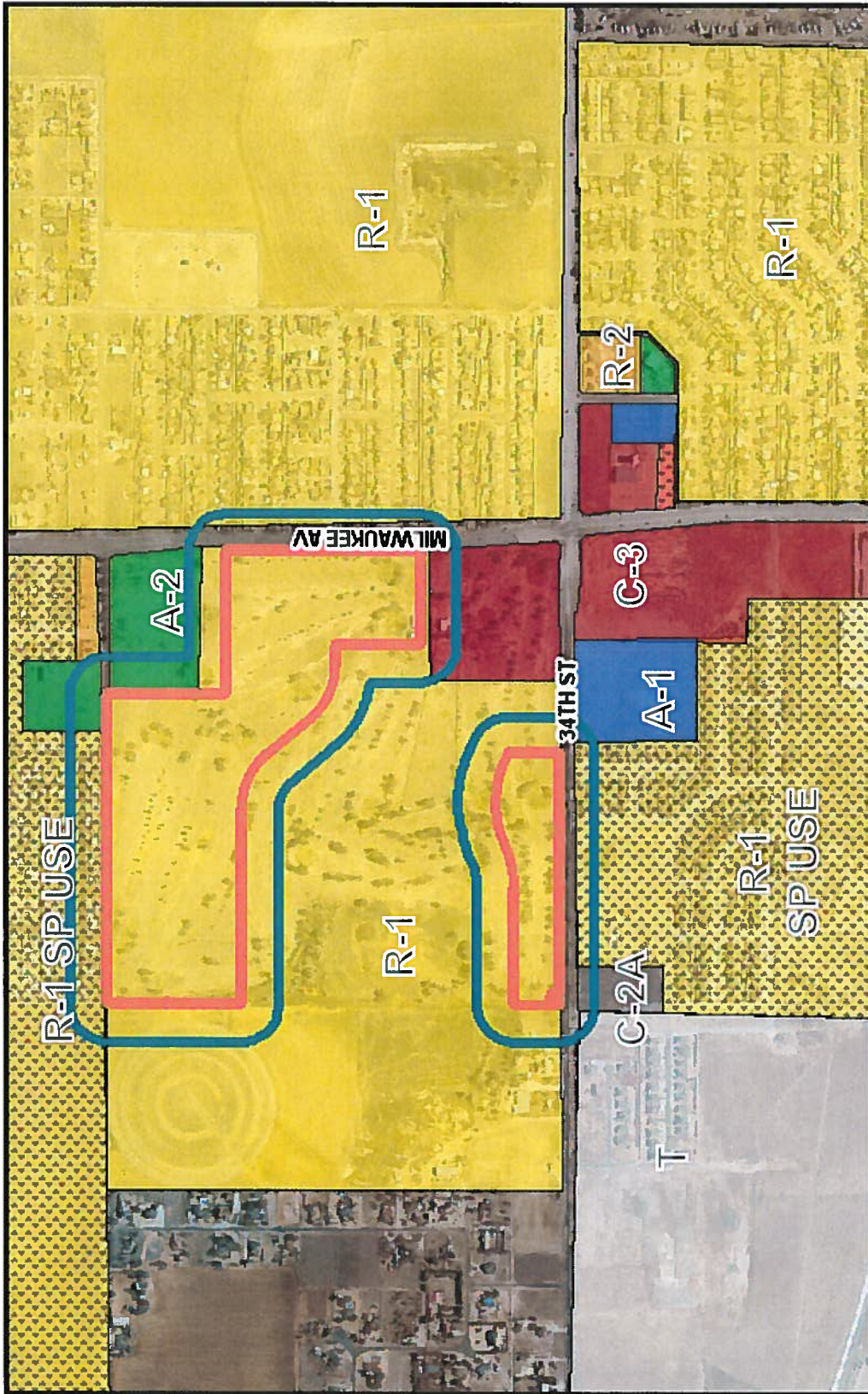


# P.Z.C. Case 3179



## P.Z.C. Case 3179

Request of Tigris Development, LLC (for Joyce Craft) for a zoning change from R-1 to AM



# P.Z.C. Case 3179 Zoning



**Regular City Council Meeting**

**5. 29.**

**Meeting Date:** 09/13/2012

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**Information**

**Agenda Item**

**Ordinance 2nd Reading - Planning:** ZONE CASE 3180 Ordinance 2012-O0095 Consider the request of Hurt and Stell Investments for a zoning change from A-2 to A-3 for a multi-family development limited to four stories on the north part of the west 369.69 feet of Lot A, less the south 9,191 square feet, Blankenship #2 Addition (2819 3rd Street).

**Item Summary**

On August 23, 2012 the City Council approved the first reading of the ordinance.

**Proposed Land Use:**

The proposed land use is for High Rise Apartments (the current A-2 is limited to three stories) with no more than 4 stories in height.

**Adjacent Land Uses:**

North: (Residential), Zoned R-1

South: (High density Residential & some commercial), Zoned A-2 (& Interstate Highway commercial)

East: (High density Residential & Commercial), Zoned C-4 & A-2

West: (high density residential), Zoned R-1 Specific use for apartments

**Planning and Zoning (P&Z) Public Hearing Notes:**

Planning received 5 letters in favor and 1 in opposition to the proposal.

No one other than the applicant appeared before the Planning Commission.

**Impact on the Comprehensive Land Use Plan (CLUP):**

Currently the property is zoned as A-2. The request is in concert with the CLUP, since both A-2 and A-3 districts are considered to be high density apartment zones. The major changes from A-2 to A-3 would be the following:

-Height limit would be set to four stories instead of the current three story limit. The third floor would be a combination of lofts such that the entire building would not be four stories.

-A-3 requires more landscaping (15% for A-2 and 25% for A-3).

-Front setback would be required at 25 feet.

Currently the area has seen a large development to the East (Raider Parking Garage). Marsha Sharp Freeway traffic creates a significant amount of noise. Staff believes that an additional story should not cause a problem, nor be detrimental to the neighbors to the north, nor to the existing apartment complexes around the area. The height of the proposed structures should provide an extra buffer for the neighborhood from the commercial to the south along with the noise from Marsha Sharp Freeway.

**Fiscal Impact**

None.

**Staff/Board Recommending**

Quincy White, Assistant City Manager  
P&Z Commission

The P&Z Commission recommended approval with the following condition:

1. Construction limited to 4 stories in height.

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**Attachments**

Ordinance - Zone Case 3180

Zone Case 3180

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. 3180**; A ZONING CHANGE FROM **A-2** TO **A-3** ZONING DISTRICT ON **THE NORTH PART OF THE WEST 369.69 FEET OF LOT A, LESS THE SOUTH 9,191 SQUARE FEET, BLANKENSHIP #2 ADDITION**, LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

**ZONE CASE NO. 3180**

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 **A-2** to **A-3 zoning district for a multi-family development limited to four stories on the north part of the west 369.69 feet of Lot A, less the south 9,191 square feet, Blankenship #2 Addition**, City of Lubbock, Lubbock County, Texas, located at **2819 3<sup>rd</sup> Street**, subject to conditions, and being further described as follows:

**SUBJECT TO THE FOLLOWING CONDITION:**

- 1. THAT construction be limited to four (4) stories in height.**

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:

  
\_\_\_\_\_  
Randy Henson, Director of Planning

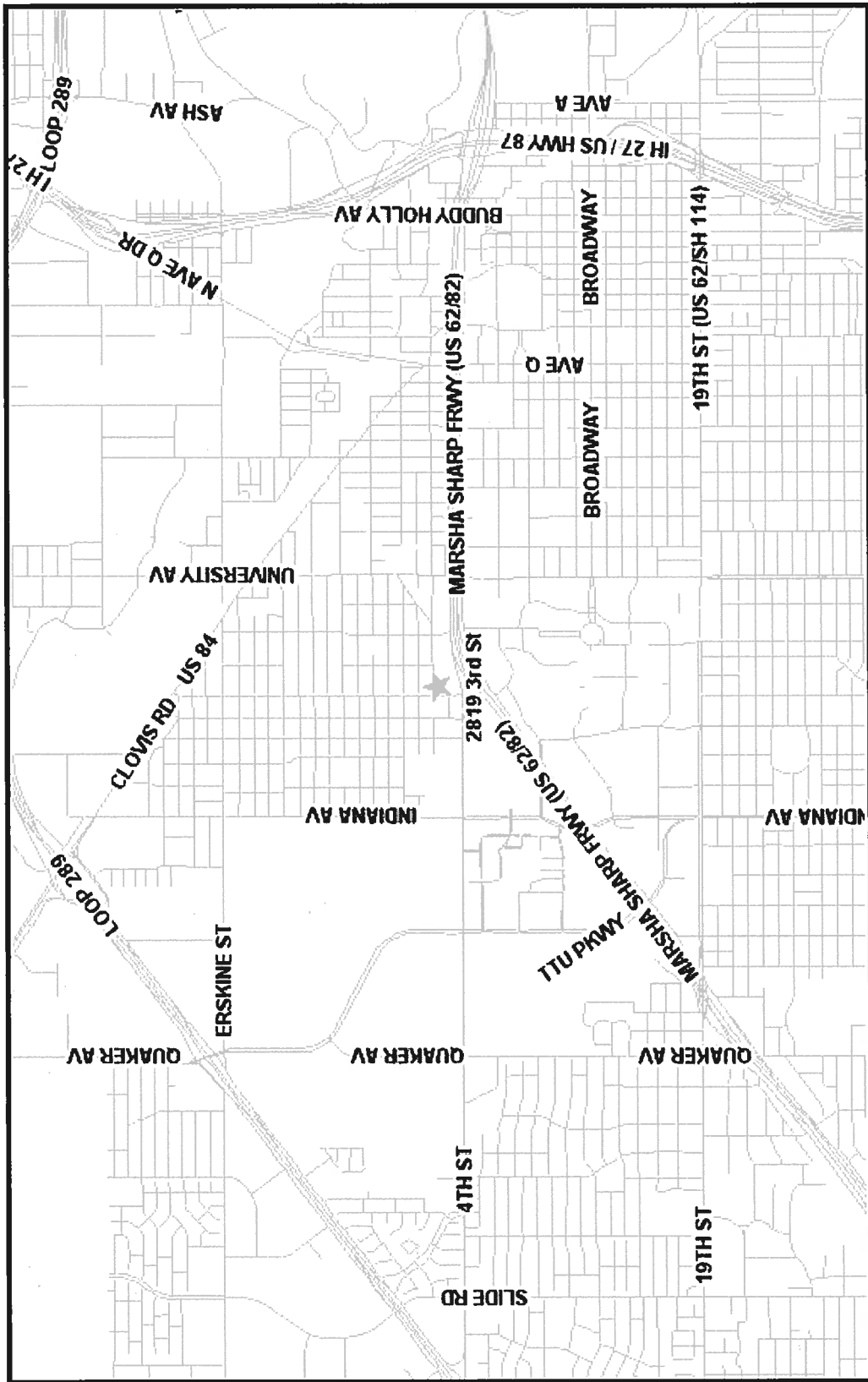
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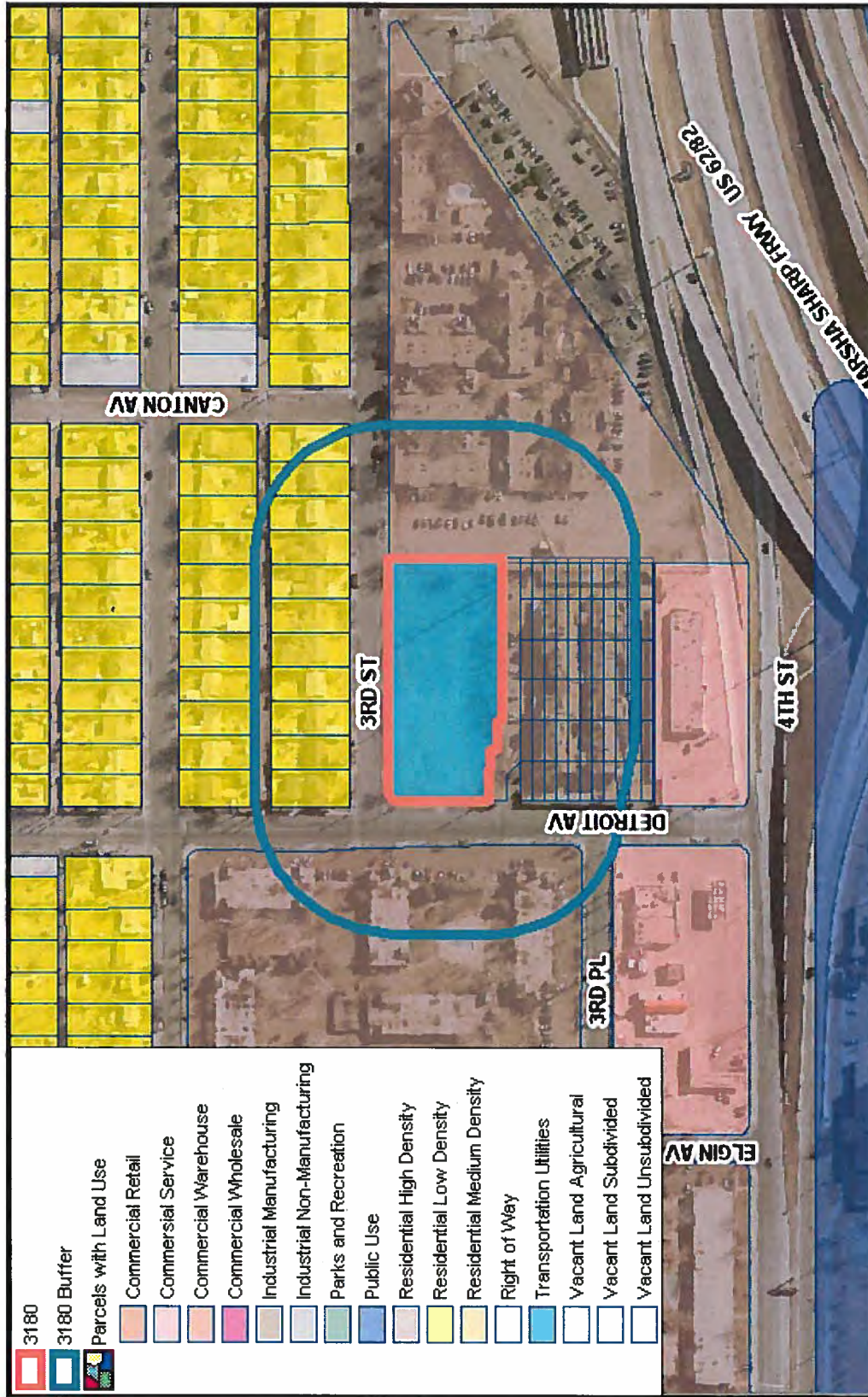
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Chad Weaver  
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3180  
August 2, 2012

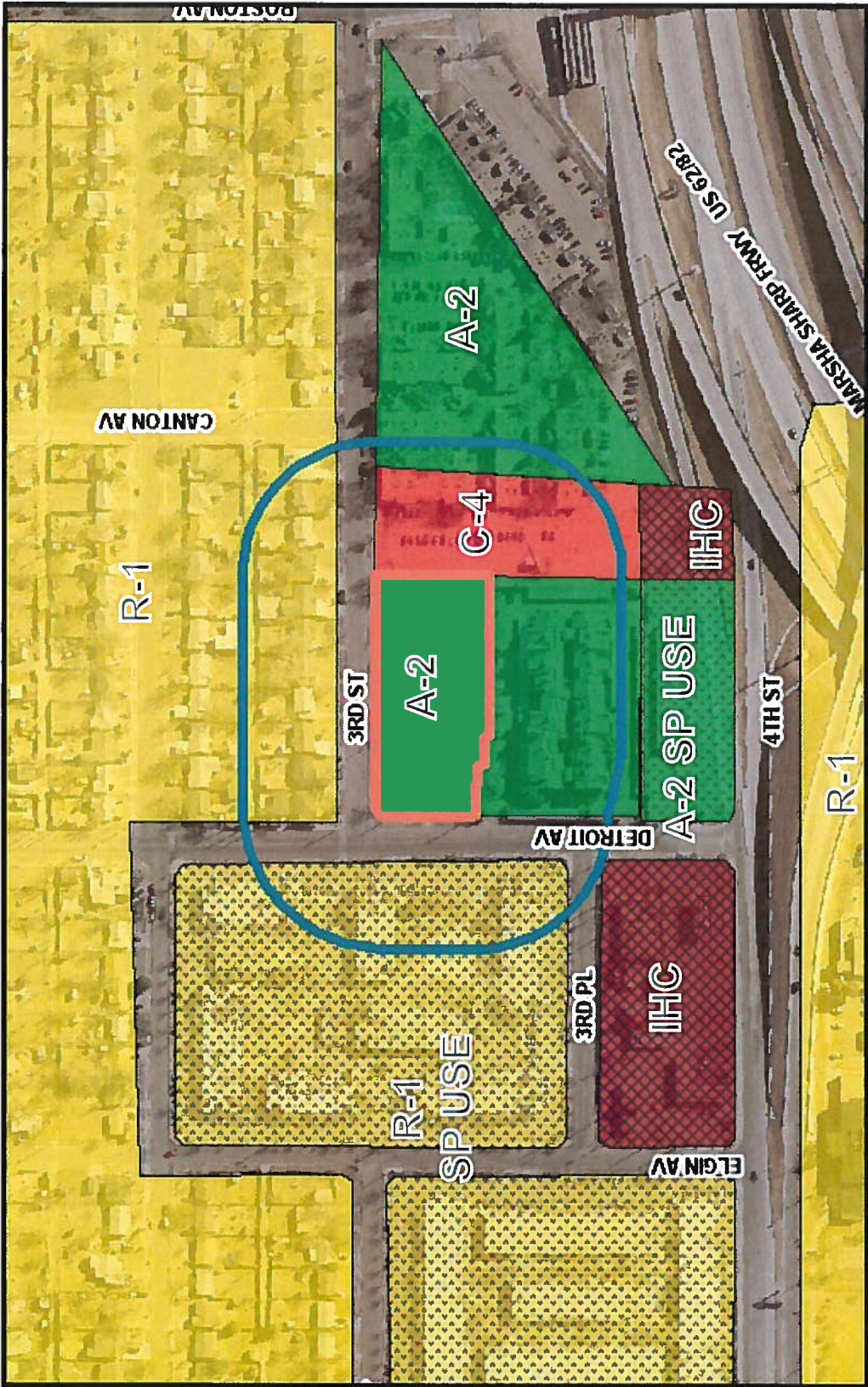


# P.Z.C. Case 3180



## P.Z.C. Case 3180

Request of Hurt and Stell Investments for a zoning change from A-2 to A-3 for a multi-family development limited to four stories, 2819 3rd Street



# P.Z.C. Case 3180 Zoning



**Regular City Council Meeting**

**5. 30.**

**Meeting Date:** 09/13/2012

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**Information**

**Agenda Item**

**Ordinance 2nd Reading - Planning:** ZONE CASE 2995-P Ordinance 2012-O0096 Consider the request of James Rasmussen (for Rasmussen Development, Inc.) for a zoning change from C-2 to A-1 Specific Use for an apartment complex on 1.2 acres of Tract A, Woodbury Office Park (7021 Kewanee Avenue).

**Item Summary**

On August 23, 2012 the City Council approved the first reading of the ordinance.

**Zoning Request:**

The request is to zone the proposed property at 7021 Kewanee Avenue from C-2A to A-1 Specific Use for an apartment complex. Prior to being rezoned to C-2A, this property was zoned A-2.

**Proposed Land Use:**

The proposal is for a 20 unit apartment complex consisting of 5 buildings with 4 units each. There is currently an apartment complex built to the east of the subject property.

The proposed use should not have a negative impact on the surrounding properties, and should not be a detriment to traffic in the area.

**Adjacent Land Uses:**

North: (Commercial), Zoned C-3

South: (Commercial), Zoned C-2A

East: (Residential), Zoned A-2

West: (Commercial), Zoned C-2A

**Planning and Zoning (P&Z) Public Hearing Notes:**

No one other than the applicant appeared at the meeting.

**Impact on the Comprehensive Land Use Plan (CLUP):**

The proposal represents a minor change to the CLUP. The proposed zone change represents a decrease in intensity and will act as an additional buffer between the existing apartments to the east and the future office development to the west.

**Fiscal Impact**

None.

**Staff/Board Recommending**

Quincy White, Assistant City Manager  
P&Z Commission

The P&Z Commission recommended approval with the following condition:

1. Tied to the proposed site plan.

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**Attachments**

Ordinance - Zone Case 2995-P

Zone Case 2995-P

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-P**; A ZONING CHANGE FROM **C-2A** TO **A-1 SPECIFIC USE FOR AN APARTMENT COMPLEX**, ON **1.2 ACRES OF TRACT A, WOODBURY OFFICE PARK**, 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-P**

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-2A** to **A-1** Specific Use for **an apartment complex on 1.2 acres of Tract A, Woodbury Office Park**, City of Lubbock, Lubbock County, Texas, located at **7021 Kewanee Avenue**, subject to conditions, and being further described as follows:

**SUBJECT TO THE FOLLOWING CONDITION:**

**1. THAT the zone change 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 **C-2A** 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 **7021 Kewanee 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:

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Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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Randy Henson, Director of Planning

APPROVED AS TO FORM:

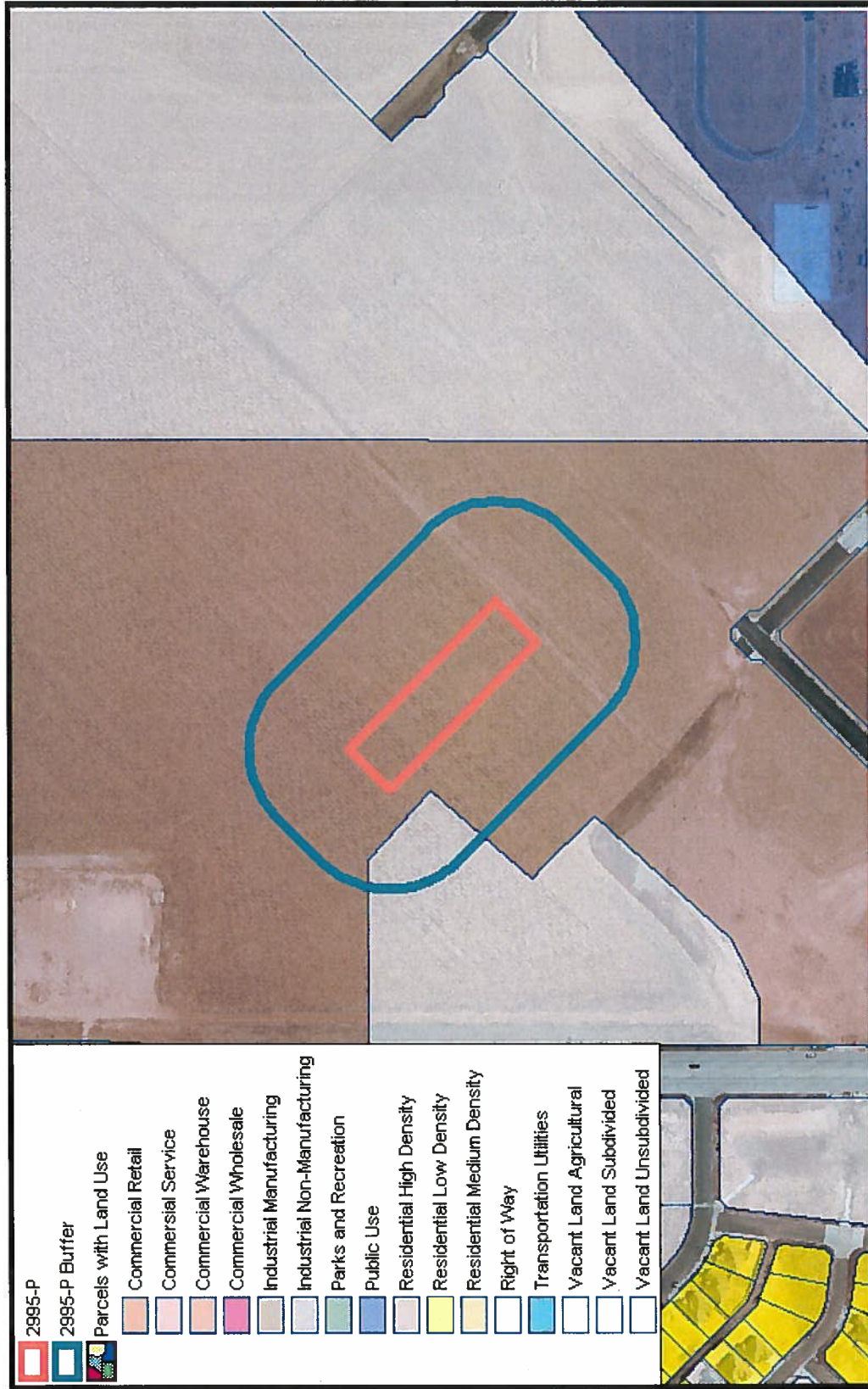


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Chad Weaver  
Assistant City Attorney

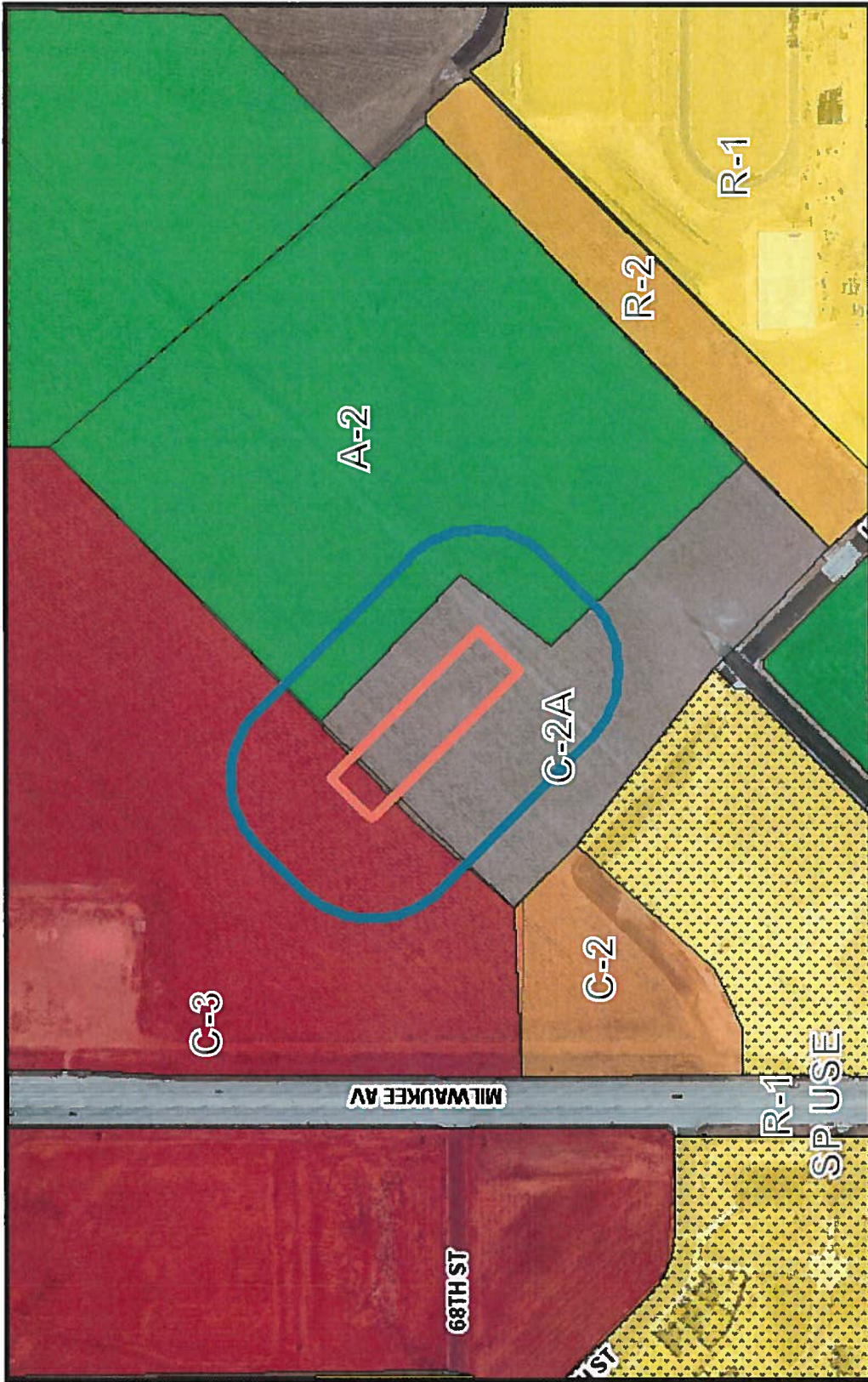
vw/CityAtt/Chad/Zones/ZC2995-P  
August 7, 2012





## P.Z.C. Case 2995-P

Request of James Rasmussen (for Rasmussen Development, Inc) for a zoning change from C-2 to A-1 Specific Use for an apartment complex, 7021 Kewanee Avenue



# P.Z.C. Case 2995-P Zoning



**Regular City Council Meeting**

**5. 31.**

**Meeting Date:** 09/13/2012

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### **Information**

#### **Agenda Item**

**Ordinance 2nd Reading - Planning:** ZONE CASE 3181 Ordinance 2012-O0097 Consider a request of Hugo Reed and Associates, Inc. (for Michael Strickland) for a zoning change from R-1 and T to C-3 and GO on 22.9 acres of unplatted land (north of Erskine Street and west of Frankford Avenue).

#### **Item Summary**

On August 23, 2012 the City Council approved the first reading of the ordinance.

#### **Zoning Request:**

The request is to zone two parcels, one at the corner of Erskine and North Frankford from R-1 (single family as the land was annexed) to C-3 (General Retail), and a 355 feet deep parcel west of North Frankford, north of the proposed C-3 and adjacent to North Frankford from Transitional (a portion has been within the City for years and the west portion was recently annexed) to Garden Office (GO).

#### **Proposed Land Use:**

The corner parcel will be eligible for shopping center level development. At this time, the staff is not aware of any immediate plans. The owner of the farm that includes the frontage along North Frankford does have an expression of interest in a purchase of the proposed Garden Office tract for development. Within Garden Office, only professional offices are permitted.

During annexation, the owner expressed the desire for the entire depth of 355 feet be taken into the City, since only about ninety (90) feet of the private land west of North Frankford was in the City, having been annexed when the policy was 150 feet from the centerline versus the current policy for 660 feet from section centerlines.

#### **Adjacent Land Uses:**

North: (Residential), Zoned R-1 for the approximate ninety feet of land in the City, the balance is a portion of a County subdivision that borders this farm on the north.

South: (Residential and Commercial), Zoned C-3 on the corner, not a full ten acres (a daycare, convenience store and Lubbock Fire Station #13) as well as a small portion of duplex zoned property.

East: (Residential and Commercial), Zoned C-3 on the northeast corner of Erskine and North Frankford for a distance of approximately 1,020 feet, about one-half of the entire distance of these two zone cases combined (an "off" shape or essentially strip zoned C-3 adjacent to North Frankford after a duplex community was constructed east of the existing commercial – vacant), one block end of existing single family residential (between Harvard and Itasca), and vacant unsubdivided R-1 single family north of the mid-point (Itasca) on the east side.

West: (Residential), Zoned R-1 from when the annexation of Erskine west of North Frankford occurred. The only use is a single farmstead occupied by the owner of the approximate quarter-section farm discussed previously.

#### **Planning and Zoning (P&Z) Public Hearing Notes:**

No one appeared before the Commission other than the advocate for the land owner.

**Impact on the Comprehensive Land Use Plan (CLUP):**

The proposed C-3 is consistent with the CLUP despite the fact that the full ten acres have not been zoned accordingly on any of the other three intersection corners. The proposed Garden Office is a relatively new introduction of a very light land use, other than residential siding up to major thoroughfares. In other areas of town where the proposal has been approved, the market seems to be responding reasonably well.

The one thought introduced by the staff during the last five years for these areas is that a zone case for Garden Office essentially takes the land out of the “residential” capacity which would only return with the loss of funds should the offices not work out. The staff has been adamant that these strips of Garden Office be considered a legitimate buffer to the thoroughfare and not a stepping stone to heavier true commercial, if the office market does not mature. In addition, approval of the Garden Office takes square footage that may otherwise be constructed in the ten acre “policy” tracts, creating a loss for the business focus at the corner of major thoroughfares, and perhaps creating a “glut” of non-residential zoned property in newly developing areas of the community.

As a buffer, previous Garden Office proposals have included a provision for a minimum of curb cuts to the future parcels. In this instance, TxDOT has jurisdiction of the number of curb cuts allowed on North Frankford. A staff recommendation will be proposed for adoption should the C-3 zoning be approved; that the Frankford frontage be limited to two curb returns.

**Fiscal Impact**

None.

**Staff/Board Recommending**

Quincy White, Assistant City Manager

P&Z Commission Recommendation:

Should the two requests be approved, the staff recommends two conditions:

1. For the Garden office tract, prior to subdivision, a common access easement for the tracts shall be granted should TxDOT not allow a proposed tract and curb return. During platting at least one street should be allowed to the interior of the property. The access easements shall be from the north and south lines or from street to street, whichever occurs.
2. For the C-3 tract, a maximum of two curb returns shall be allowed.

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**Attachments**

Ordinance - Amendment Zone Case 3181

Zone Case 3181

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. 3181**; A ZONING CHANGE FROM **R-1 AND T** TO **C-3 AND GO** ZONING DISTRICT ON **22.9 ACRES OF UNPLATTED LAND**, LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

**ZONE CASE NO. 3181**

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 AND T** to **C-3 and GO** zoning district on **22.9 acres of unplatted land**, City of Lubbock, Lubbock County, Texas located at **north of Erskine Street and west of Frankford 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 for the Garden office tract, prior to subdivision, a common access easement for the tracts shall be granted should TxDOT not**

**allow a proposed tract and individual curb return. During platting at least one street should be allowed to the interior of the property. The access easements shall be from the north and south lines or from street to street, whichever occurs.**

SECTION 2. THAT violation of any provisions of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

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

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

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR


ATTEST:

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

APPROVED AS TO CONTENT:

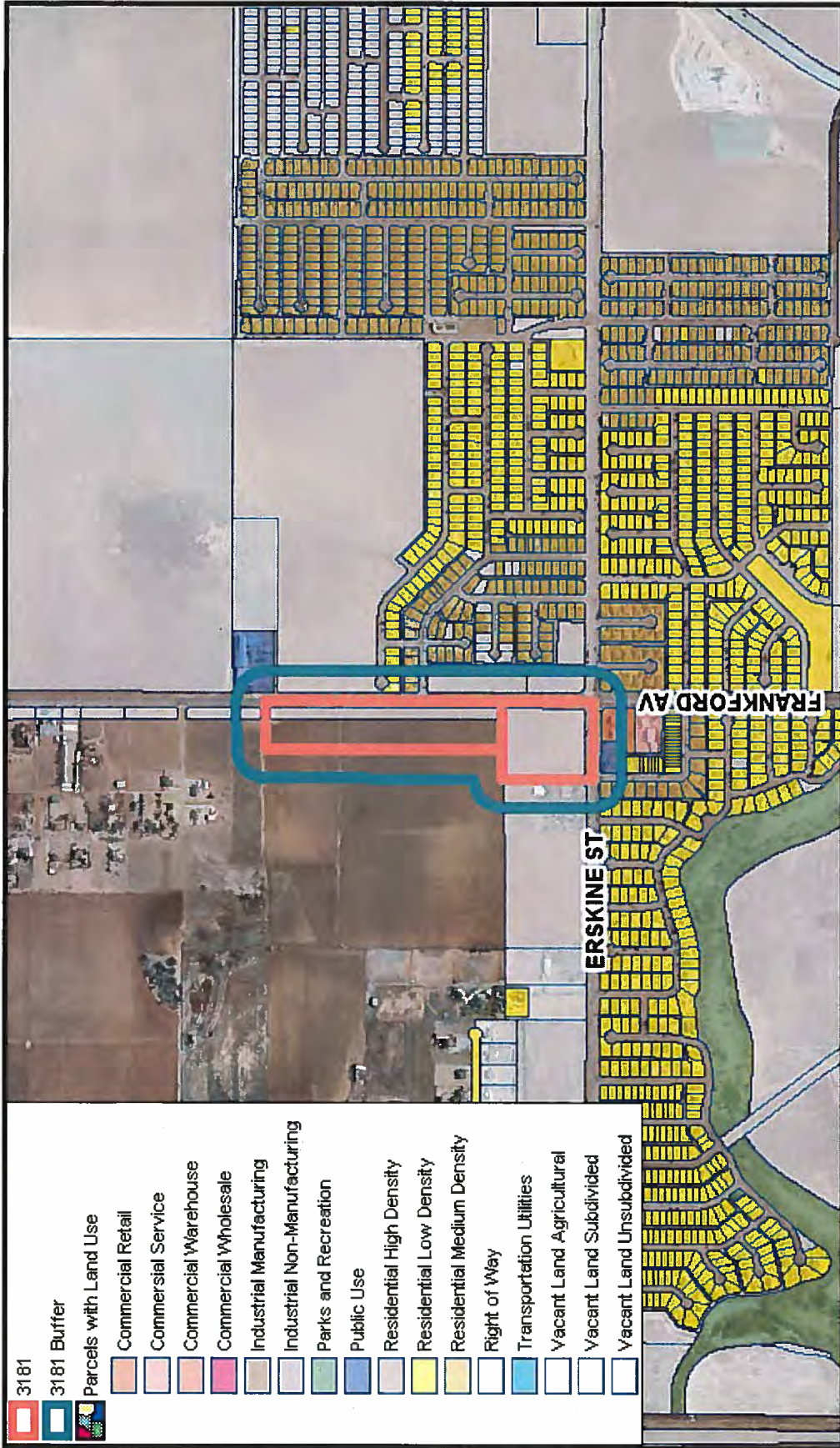
  
\_\_\_\_\_  
Randy Henson, Director of Planning

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chad Weaver  
Assistant City Attorney

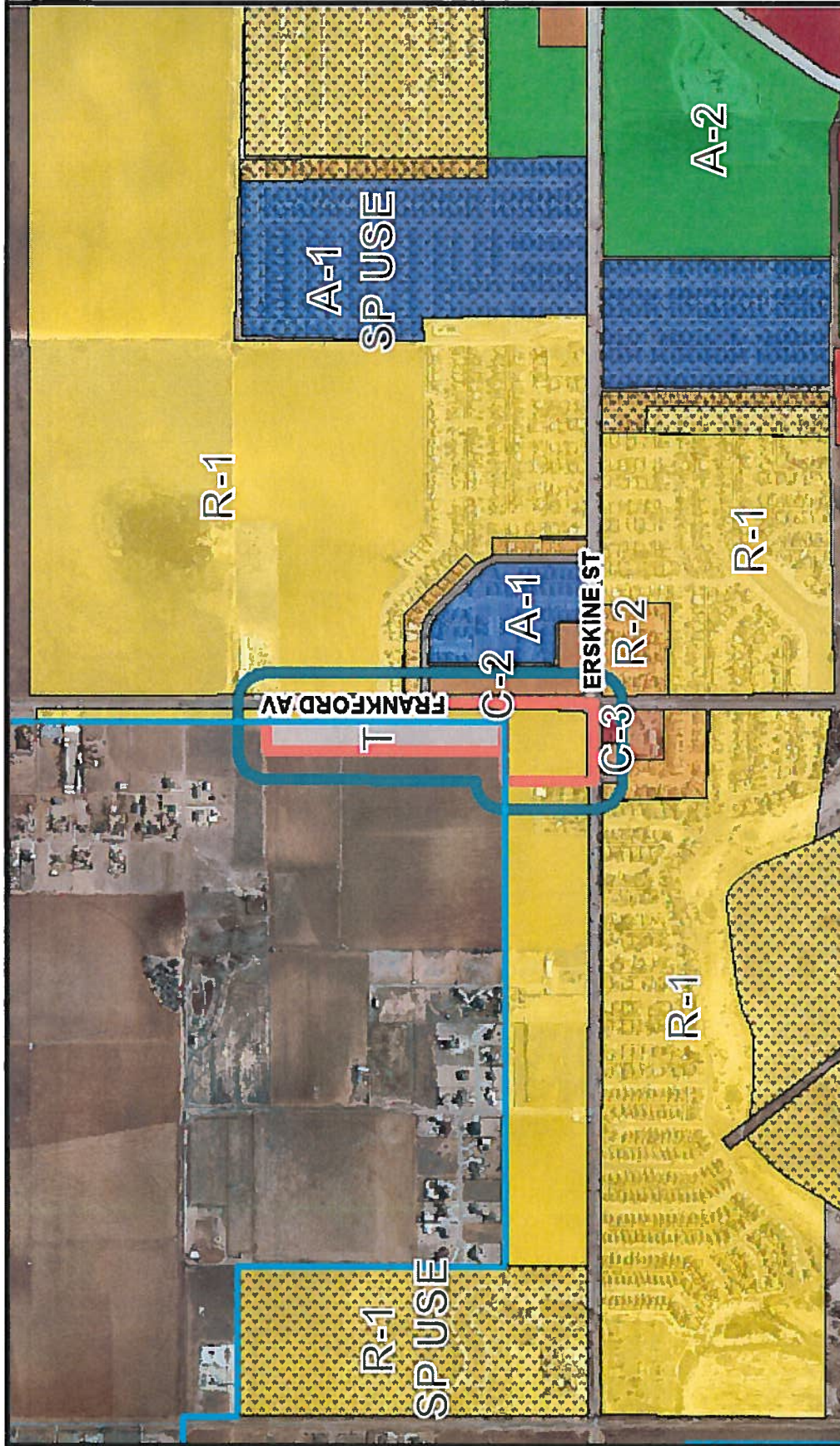
vw/CityAtt/Chad/Zones/zc3181  
August 2, 2012





## P.Z.C. Case 3181

Request of Hugo Reed and Associates, Inc (for Michael Strickland) for a zoning change from R-1 and T to C-3 and GO, north of Erskine Street and west of Frankford Avenue



# P.Z.C. Case 3181 Zoning



**Regular City Council Meeting**

**5. 32.**

**Meeting Date:** 09/13/2012

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**Information**

**Agenda Item**

**Ordinance 2nd Reading - Planning:** ZONE CASE 3182 Ordinance 2012-O0098 Consider a request of Hugo Reed and Associates, Inc (for Nathan Gilmore) for a zoning change from T to R-1 Specific Use for Residential Estates to allow horses on Lots 100 and 125, Rancho Verde Estates Addition (7317 and 7318 80th Street).

**Item Summary**

On August 23, 2012 the City Council approved the first reading of the ordinance.

**Zoning Request:**

The request is to zone two lots from T Transitional to R-1 Specific Use for Residential Estates (which allows a limited amount of livestock).

**Proposed Land Use:**

The request is for two lots, with existing homes, to essentially be allowed to keep their horses. The subdivision was originally developed as a "horse lot" neighborhood outside of the city limits. The area was annexed in 1999. The Planning Department informed the neighborhood, after annexation, of the benefits of filing a zone case for the entire neighborhood for Residential Estates, however, the neighborhood never came forward with a case.

The deed restrictions state that two horses are allowed per lot, and the two property owners relied on that information without checking zoning. Without a zone change in 1999 to Residential Estates, any existing horses on lots simply became legal non-conforming. That grandfathered status does not exist for the homes throughout the neighborhood that had no horses when annexed, or have been constructed since annexation.

**Adjacent Land Uses:**

North: (Residential), Zoned T- Transitional

South: (Commercial), Zoned IHC

East: (Residential), Zoned T- Transitional

West: (Residential), Zoned T- Transitional

**Planning and Zoning (P&Z) Public Hearing Notes:**

No one other than the applicants appeared before the commission.

**Impact on the Comprehensive Land Use Plan (CLUP):**

With the zoning changing from one residential district to another, there is no impact on the CLUP.

**Fiscal Impact**

None.

**Staff/Board Recommending**

Quincy White, Assistant City Manager

P&Z Commission

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**Attachments**

Ordinance - Zone Case 3182

Zone Case 3182

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. 3182**; A ZONING CHANGE FROM **T** TO **R-1 SPECIFIC USE FOR RESIDENTIAL ESTATES TO ALLOW HORSES**, ON **LOTS 100 AND 125, RANCHO VERDE ESTATES 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. 3182**

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **R-1** Specific Use for **residential estates to allow horses on Lots 100 and 125, Rancho Verde Estates Addition, City of Lubbock, Lubbock County, Texas, located at 7317 and 7318 80<sup>th</sup> Street,** and being further described as follows:

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **T** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **7317 and 7318 80<sup>th</sup> Street, City of Lubbock, Lubbock County, Texas.**

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

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

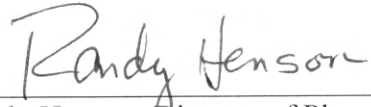
Passed by the City Council on second reading on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

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

APPROVED AS TO CONTENT:



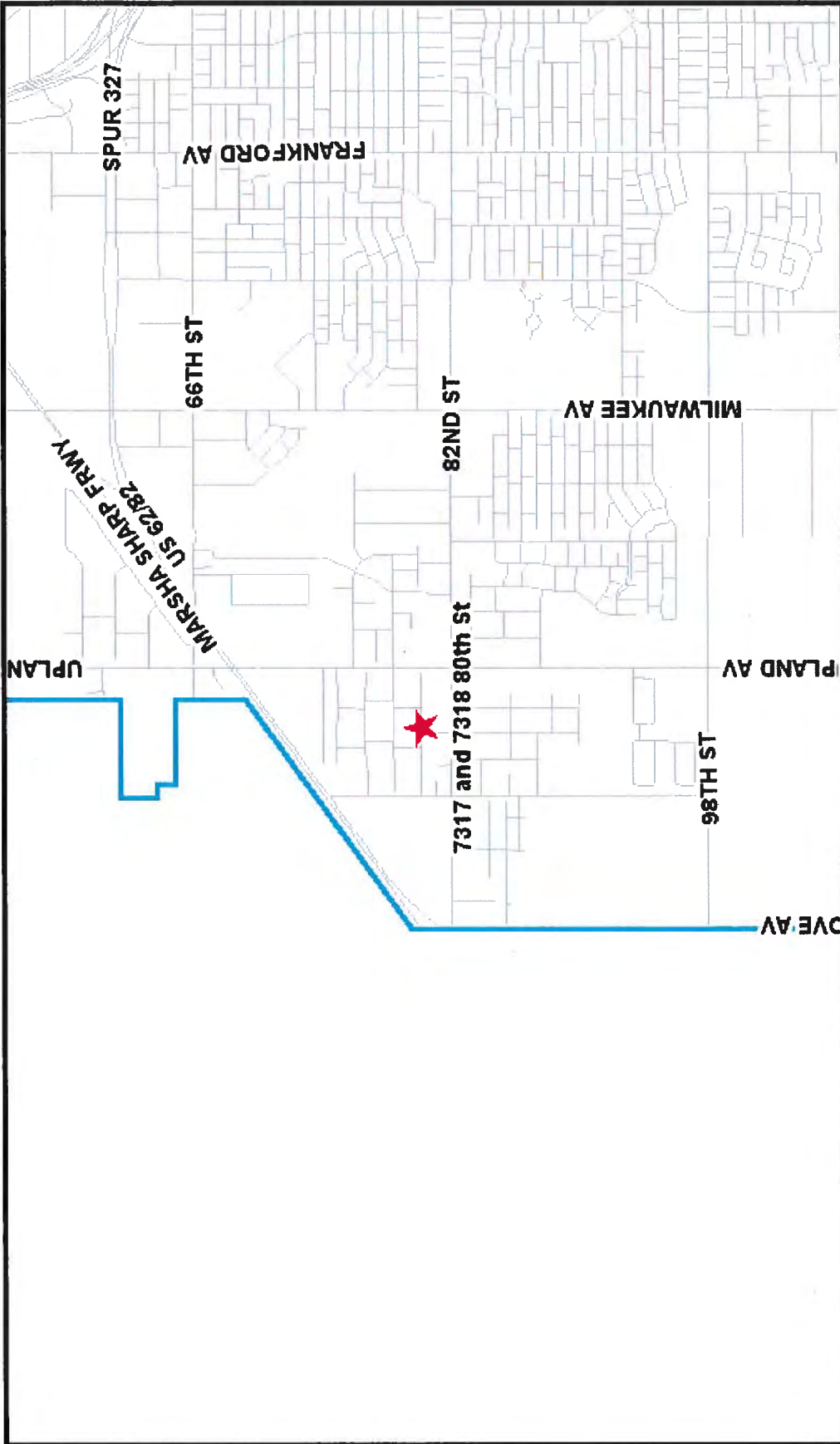
Randy Henson, Director of Planning

APPROVED AS TO FORM:

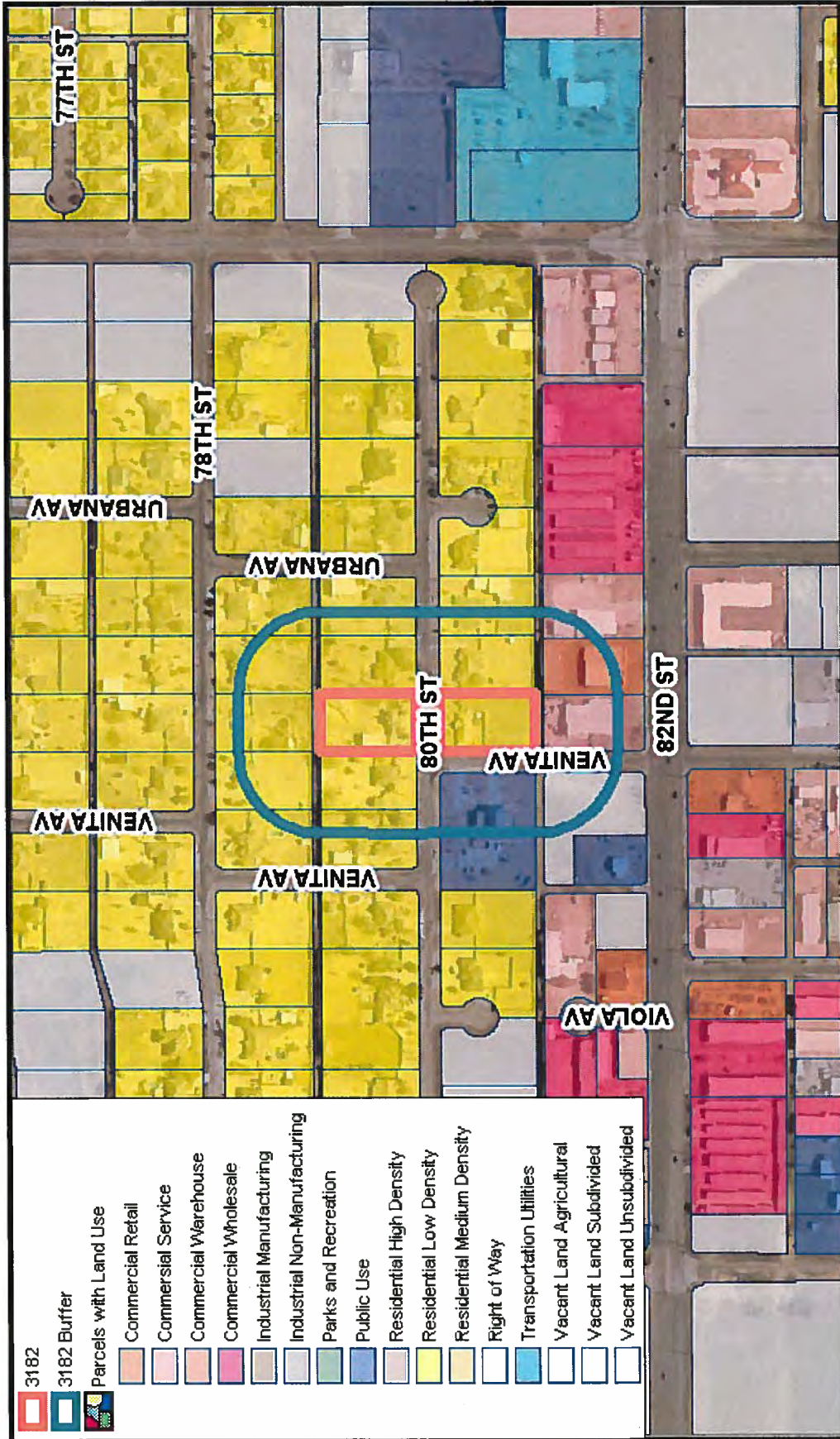


Chad Weaver  
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3182  
August 2, 2012

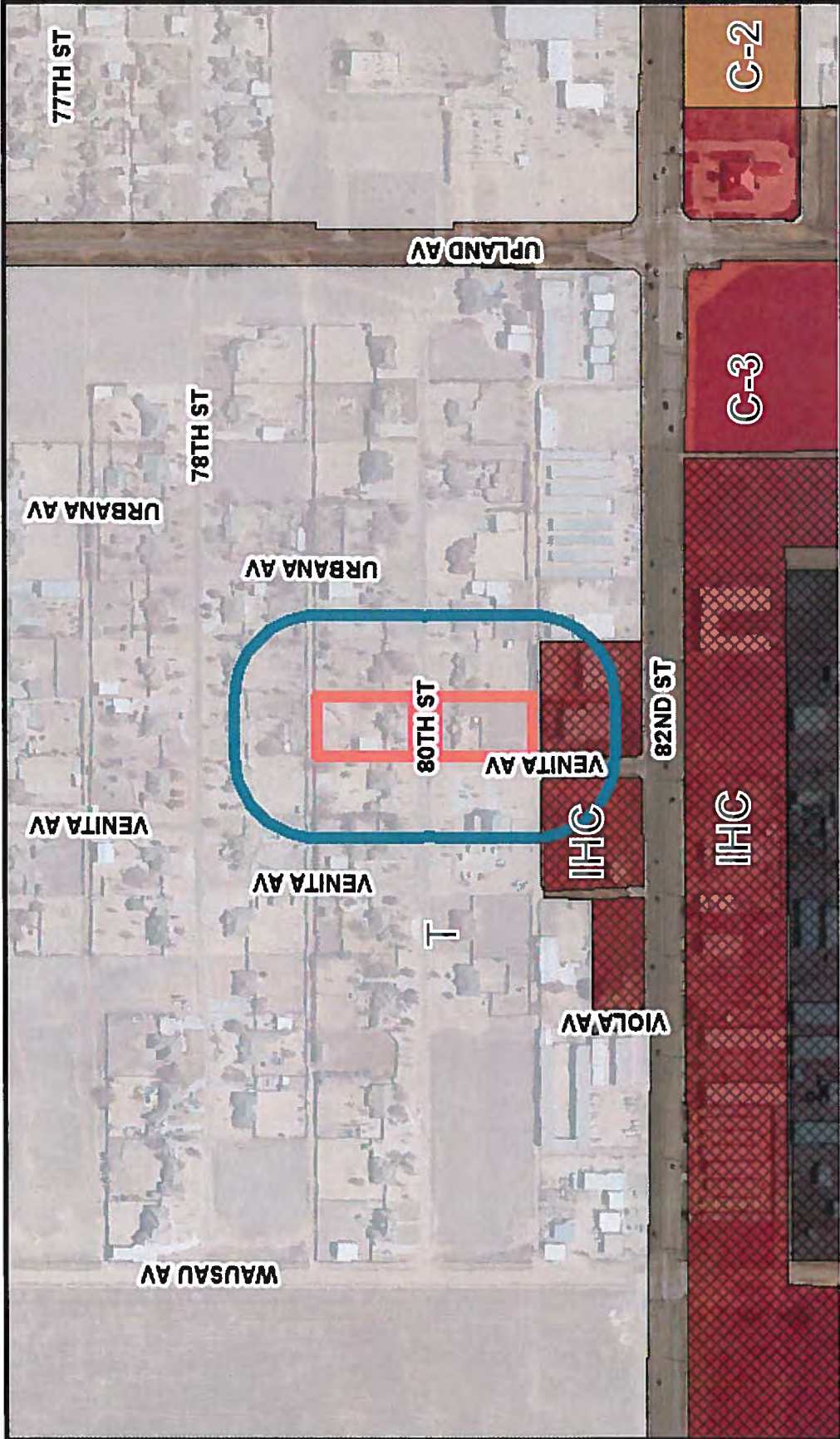


# P.Z.C. Case 3182



## P.Z.C. Case 3182

Request of Hugo Reed and Associates, Inc (for Nathan Gilmore) for a zoning change from T to R-1 Specific Use for Residential Estates to allow horses, 7317 and 7318 80<sup>th</sup> Street



# P.Z.C. Case 3182 P Zoning



**Regular City Council Meeting**

**5. 33.**

**Meeting Date:** 09/13/2012

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**Information**

**Agenda Item**

**Ordinance 2nd Reading - Planning:** ZONE CASE 3183 Ordinance 2012-O0090 Consider a request of David Bloodworth (for Juan Gaudara) for a zoning change from C-3 to C-4 for a custom motorcycle shop on Lots 11, 12, and 13, Block 1, Burleson Osborne Heights Addition (2833 Clovis Road).

**Item Summary**

On August 23, 2012 the City Council approved the first reading of the ordinance.

**Zoning Request:**

The request is to zone the proposed property at 2833 Clovis Road from C-3 to C-4 for a custom motorcycle shop. A majority of the business is custom accessorizing and bike painting, not extensive mechanical work.

**Proposed Land Use:**

The proposal is to relocate an established custom motorcycle shop from south University just outside the south Lubbock city limits to 2833 Clovis Road. As noted the majority of the work done at the shop will be cosmetic customizing.

The proposed use should not have a negative impact on the surrounding properties, and should not be a detriment to traffic in the area.

**Adjacent Land Uses:**

North: (Manufacturing), Zoned M-2

South: (Residential), Zoned R-1

East: (Commercial), Zoned C-3

West: (Commercial), Zoned C-3

**Planning and Zoning (P&Z) Public Hearing Notes:**

No one other than the applicant appeared at the meeting.

**Impact on the Comprehensive Land Use Plan (CLUP):**

The proposal is consistent with the CLUP.

**Fiscal Impact**

None.

**Staff/Board Recommending**

Quincy White, Assistant City Manager

**P&Z Commission Recommendation:**

The Planning and Zoning Commission recommended approval with the following conditions:

1. A six foot screening fence shall be constructed along the south property line.
2. No roll-up doors will be permitted on the south side of the building facing the residentially zoned properties.

Staff supports the recommendation of the P&Z Commission.

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**Attachments**

Ordinance - Zone Case 3183

Zone Case 3183

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. 3183**; A ZONING CHANGE FROM **C-3** TO **C-4** ZONING DISTRICT ON **LOTS 11, 12, AND 13, BLOCK 1, BURLESON OSBORNE HEIGHTS ADDITION**, LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinances and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

**ZONE CASE NO. 3183**

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-3** to **C-4 zoning district** on **Lots 11, 12, and 13, Block 1, Burleson Osborne Heights Addition**, City of Lubbock, Lubbock County, Texas located at **2833 Clovis Road**, subject to conditions and being further described as follows:

**SUBJECT TO THE FOLLOWING CONDITIONS:**

1. **THAT a six foot screening fence shall be constructed along the south property line.**

**2. THAT no roll-up doors will be permitted on the south side of the building facing the residentially zoned properties.**

SECTION 2. THAT violation of any provisions of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

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


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

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR


ATTEST:

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

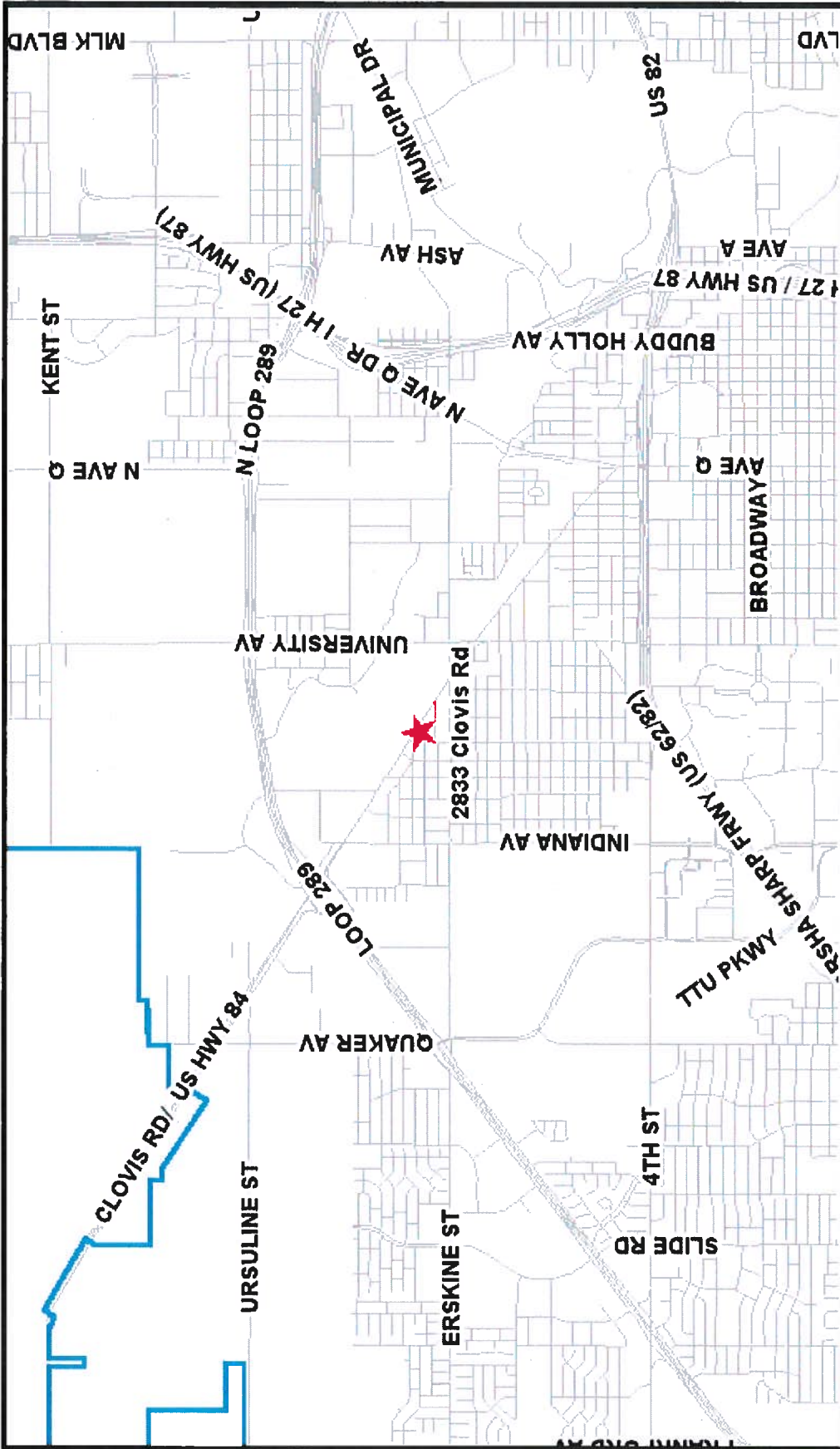
APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Randy Henson, Director of Planning

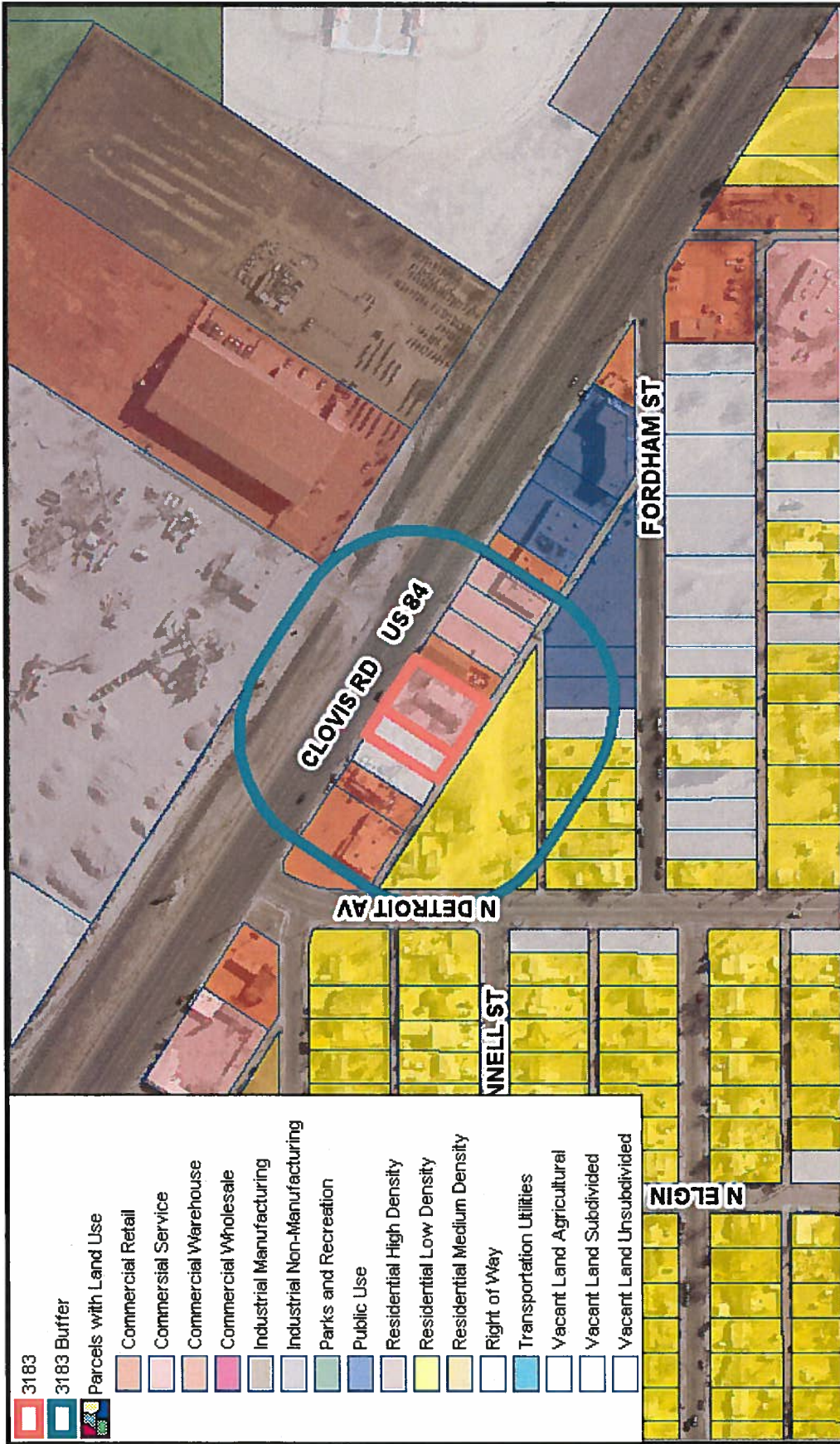
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chad Weaver  
Assistant City Attorney

vw/CityAtt/Chad/Zones/zc3183  
August 2, 2012

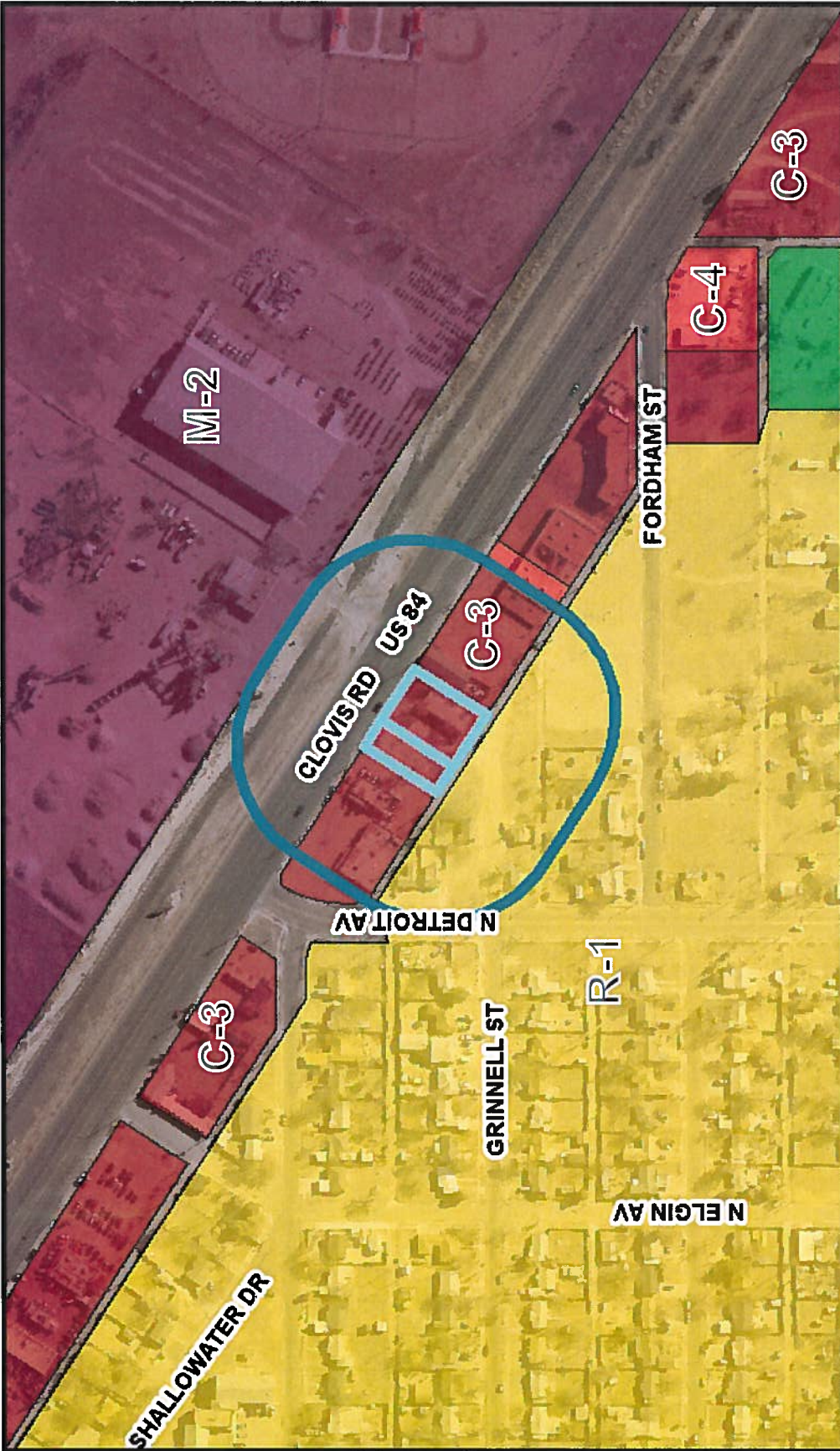


# P.Z.C. Case 3183



## P.Z.C. Case 3183

Request of David Bloodworth (for Juan Gaudara) for a zoning change from C-3 to C-4 for a custom motorcycle shop, 2833 Clovis Road



# P.Z.C. Case 3183 Zoning



**Regular City Council Meeting**

**5. 34.**

**Meeting Date:** 09/13/2012

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**Information**

**Agenda Item**

**Ordinance 2nd Reading - Planning:** ZONE CASE 3184 Ordinance 2012-O0099 Consider a request of City of Lubbock Community Development Department (for the City of Lubbock Urban Renewal Agency) for a zoning change from R-3 to R-1 for new single family home construction for an applicant in the new construction program on the east 122.8 feet of the south 30 feet of Lot 5 and the north 30 feet of Lot 6, Block 28, Beck Addition (210 and 212 Avenue S).

**Item Summary**

On August 23, 2012 the City Council approved the first reading of the ordinance.

**Proposed Land Use:**

The proposed land use is for a Community Development single family residence within one of the existing Urban Renewal programs.

**Adjacent Land Uses:**

North: R-3 (now referred to as A-2 Apartment High Density District) & C-4 (commercial) and Clovis Road.

South: R-3 (now referred to as A-2 Apartment High Density District) & R-3.

East: A-2 & C-3 (Commercial and Apartments).

West: R-2 & R-1 (Residential).

**Planning and Zoning (P&Z) Public Hearing Notes:**

A staff member from Community Development presented the request.

1 letter was returned in favor of the proposal.

1 resident attended the meeting for more information on the project and was in favor.

**Impact on the Comprehensive Land Use Plan (CLUP):**

Currently the property is zoned as R-3/A-2 from a former zone case. A number of single family homes exist in the area as well as several small apartments. The request is a minor change to the CLUP as the R-3 zoning is intended to be a buffer zone between the commercial to the East and the residential to the West.

In this request, the zone change is to allow a use (single family home) which is not permitted in an R-3/A-2 district, and Urban Renewal requires the parcel be zoned correctly. Single family homes exist on either side of the current vacant lot.

**Fiscal Impact**

None.

**Staff/Board Recommending**

Quincy White, Assistant City Manager

Planning and Zoning Commission

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## Attachments

Ordinance - Zone Case 3184

Zone Case 3184

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. 3184**; A ZONING CHANGE FROM **R-3** TO **R-1** ZONING DISTRICT ON **THE EAST 122.8 FEET OF THE SOUTH 30 FEET OF LOT 5 AND THE NORTH 30 FEET OF LOT 6, BLOCK 28, BECK 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. 3184**

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-3** to **R-1** zoning district on **the east 122.8 feet of the south 30 feet of Lot 5 and the north 30 feet of Lot 6, Block 28, Beck Addition**, City of Lubbock, Lubbock County, Texas, located at **210 and 212 Avenue S.**

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 \_\_\_\_\_.

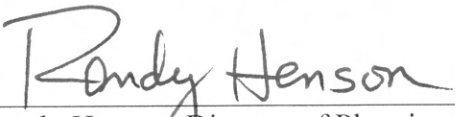
Passed by the City Council on second reading on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Randy Henson, Director of Planning

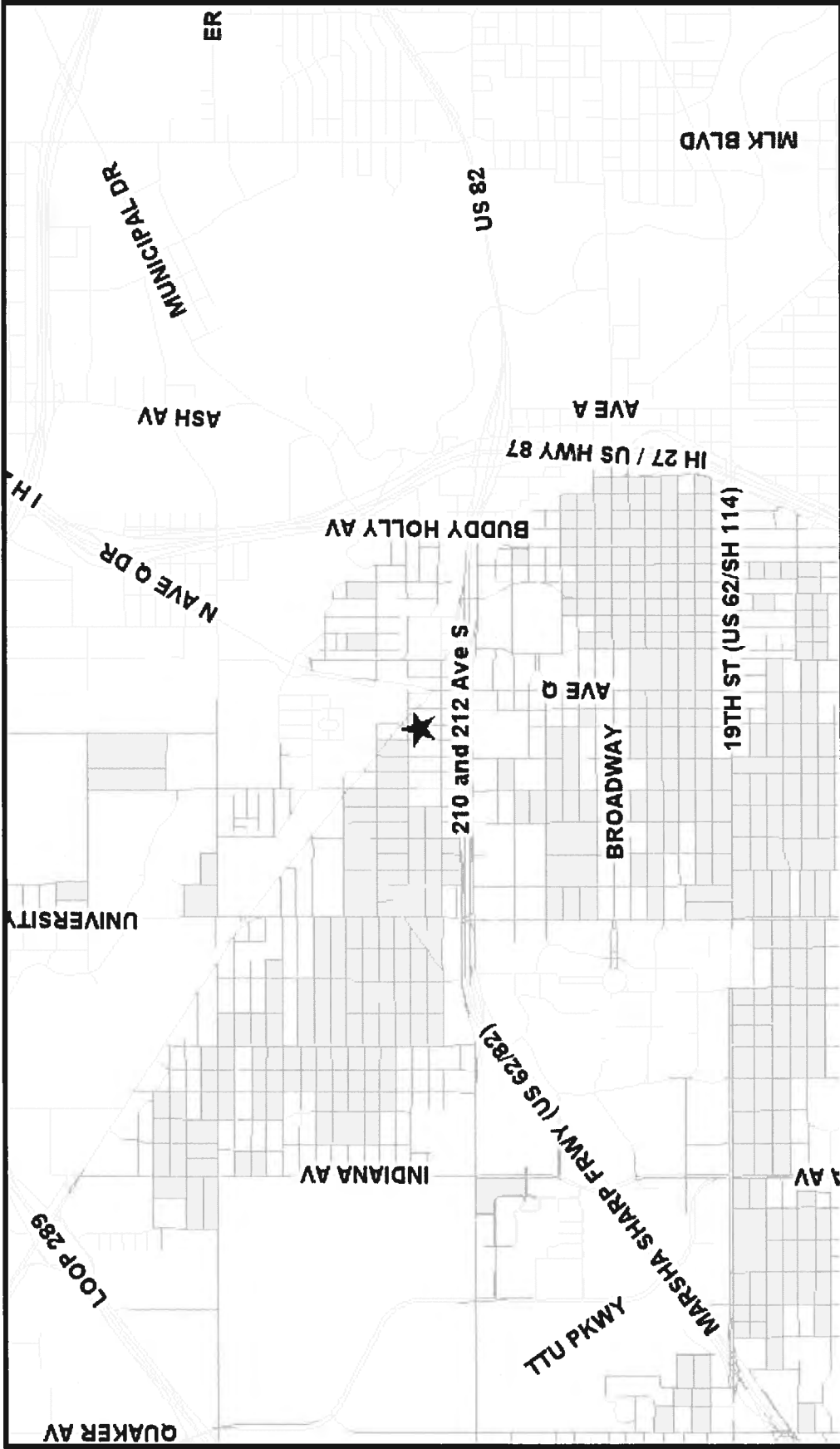
APPROVED AS TO FORM:



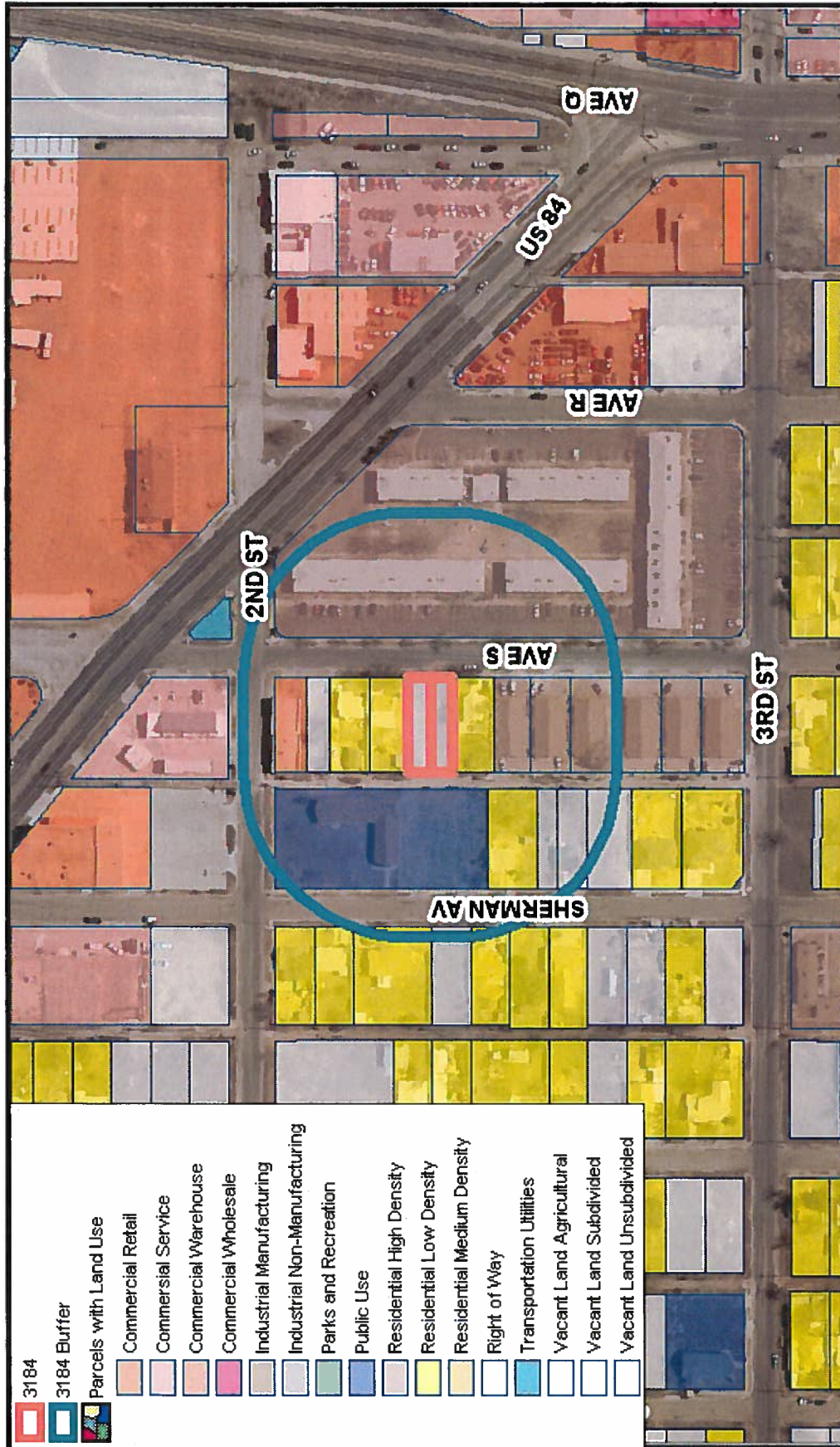
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Chad Weaver  
Assistant City Attorney

vw/cityatt/Chad/ZoneCase/ZC3184  
August 2, 2012

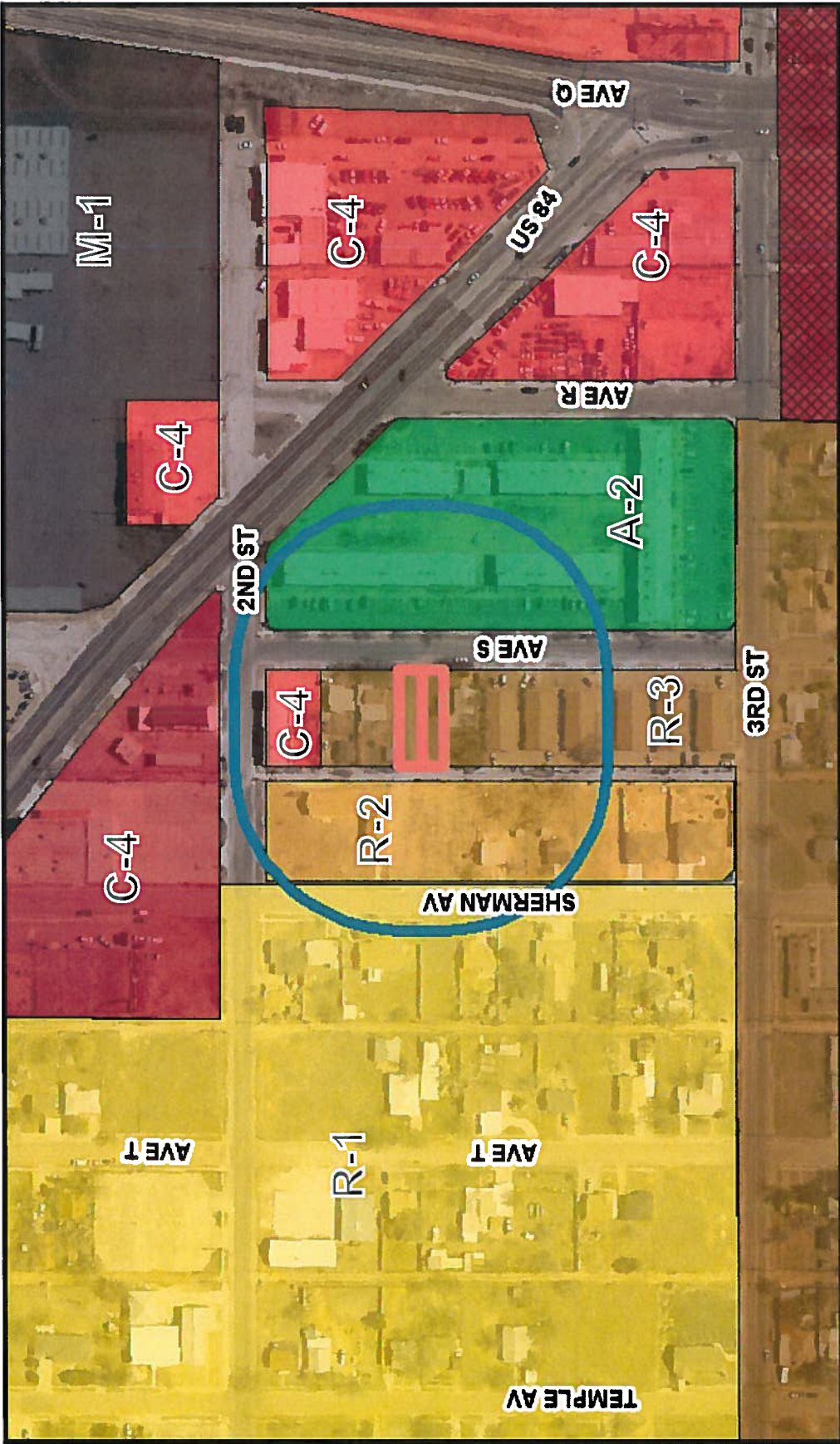


# P.Z.C. Case 3184



## P.Z.C. Case 3184

Request of City of Lubbock Community Development Department (for City of Lubbock Urban Renewal Agency) for a zoning change from R-3 to R-1 for new single family home construction for an applicant in the new construction program, 210 and 212 Avenue S



# P.Z.C. Case 3184 Zoning



**Regular City Council Meeting**

**5. 35.**

**Meeting Date:** 09/13/2012

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**Information**

**Agenda Item**

**Ordinance 2nd Reading - Planning:** ZONE CASE 2151-B Ordinance 2012-O0091 Consider a request of Paul Johnson (for Samuel and Chandler Investments) for a zoning change from C-4 to M-1 for an office warehouse on Lots 1 through 6, Del Prado Addition (805 Southeast Loop 289 and 7203, 7205, 7207, 7209, and 7211 Globe Avenue).

**Item Summary**

On August 23, 2012 City Council approved the first reading of the ordinance.

**Proposed Land Use:**

The proposal is to build an office warehouse complex. There is an outdated screening fence (chain link) in place around the perimeter of the property currently that will remain to screen the adjacent properties from the new development. One neighbor to the south spoke and requested that the chain link not be changed to a solid fence.

The proponent has talked with many of the adjacent land owners and has acquired signatures from them in support of the case.

**Adjacent Land Uses:**

North: (Commercial), Zoned M-1

South: (Residential), Zoned R-1

East: (Commercial), Zoned M-1

West: (Commercial), Zoned M-1

**Planning and Zoning (P&Z) Public Hearing Notes:**

The applicant and one adjacent property owner spoke in favor of the case.

**Impact on the Comprehensive Land Use Plan (CLUP):**

This will be considered a minor change to the CLUP, and the wording is reflected in the proposed ordinance.

**Fiscal Impact**

None.

**Staff/Board Recommending**

Quincy White, Assistant City Manager

P&Z Commission

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**Attachments**

Ordinance - Zone Case 2151-B

Zone Case 2151-B

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. 2151-B**; A ZONING CHANGE FROM **C-4** TO **M-1** ZONING DISTRICT ON **LOTS 1 THROUGH 6, DEL PRADO 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. 2151-B**

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-4** to **M-1** zoning district on **Lots 1**

**through 6, Del Prado Addition, City of Lubbock, Lubbock County, Texas, located at 805 Southeast Loop 289 and 7203, 7205, 7207, 7209 and 7211 Globe Avenue.**

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 \_\_\_\_\_.

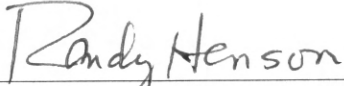
Passed by the City Council on second reading on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR


ATTEST:

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

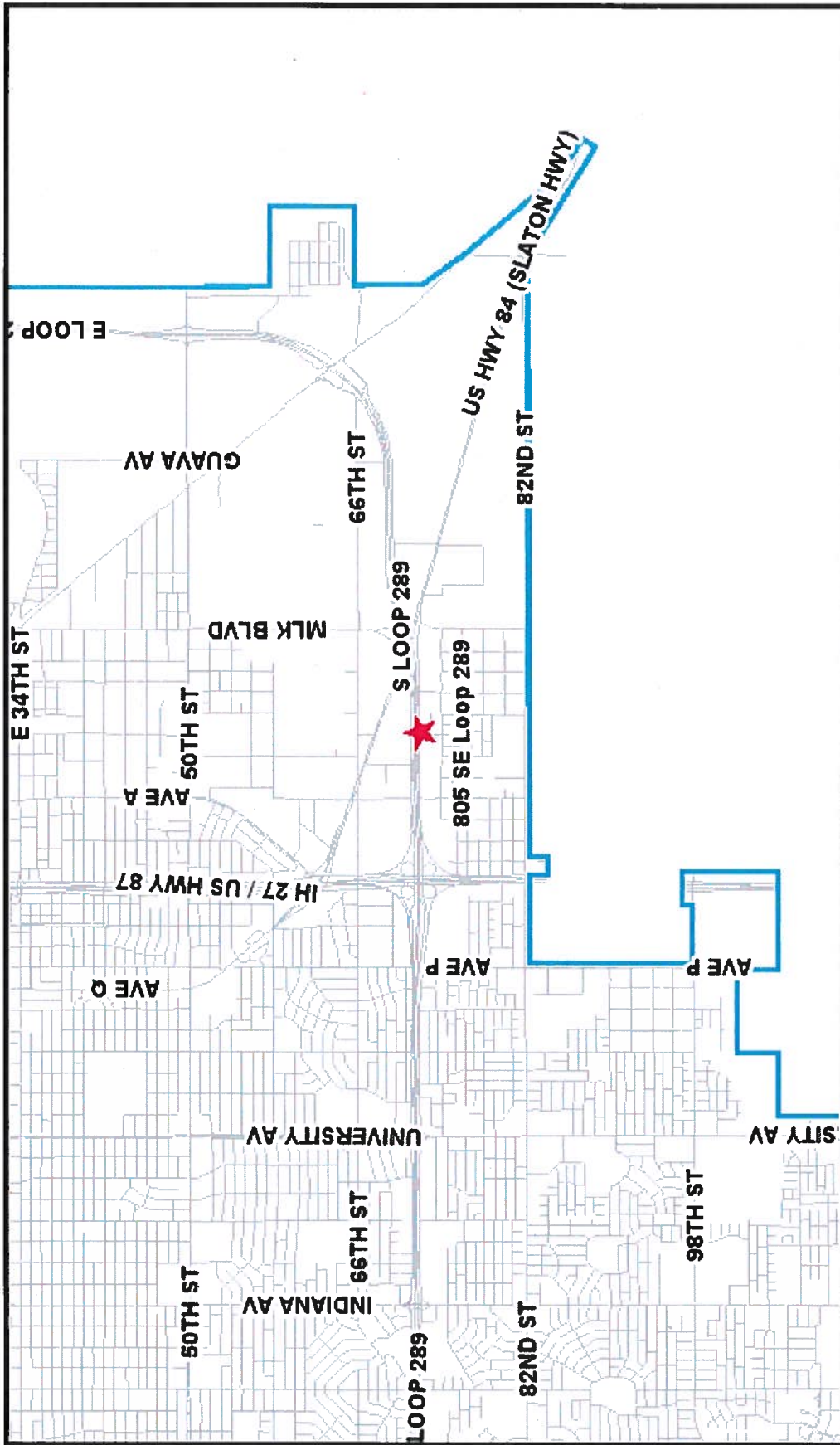
APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Randy Henson, Director of Planning

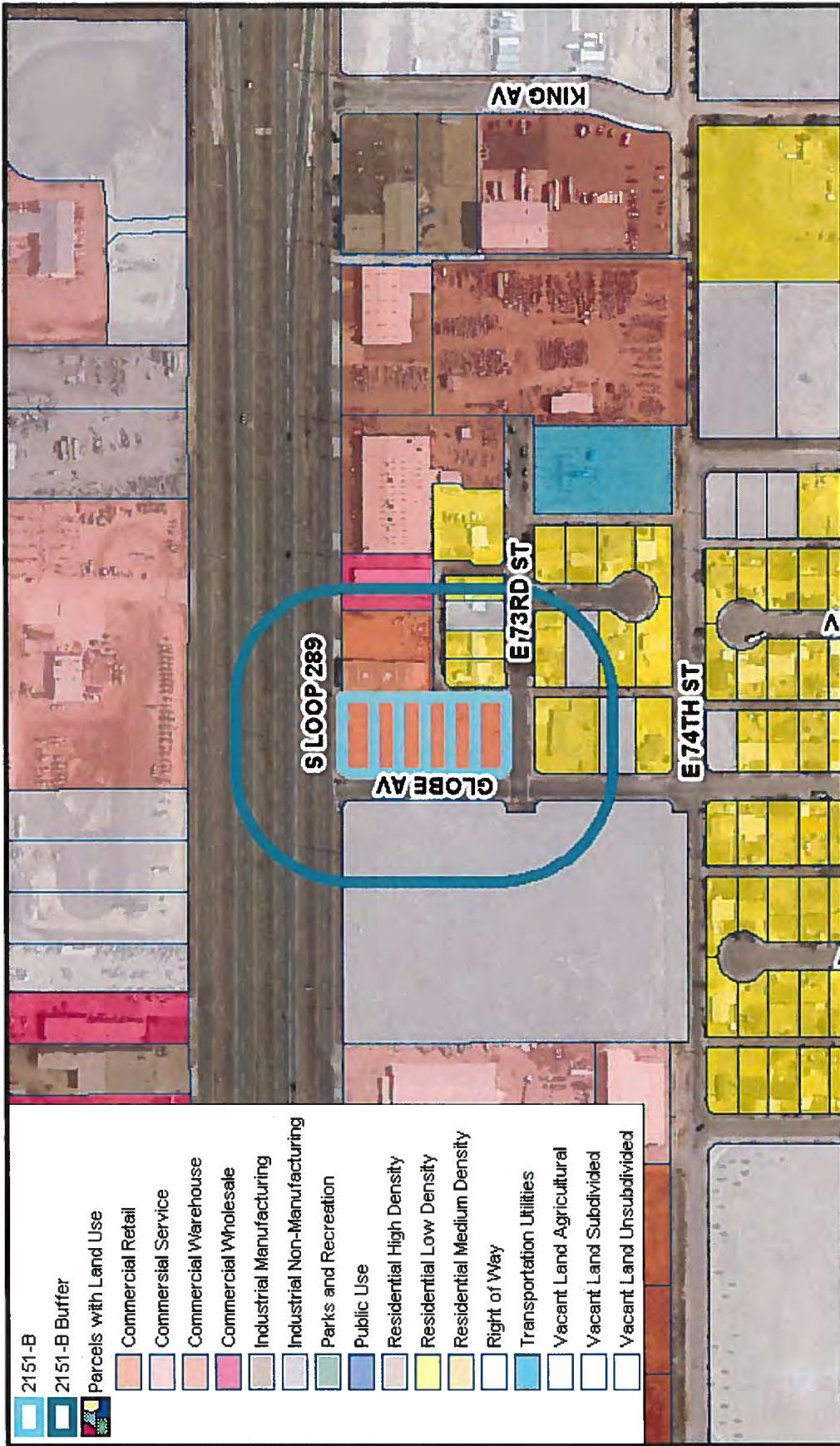
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chad Weaver  
Assistant City Attorney

vw/cityatt/Chad/ZoneCase/ZC2151-B  
August 2, 2012

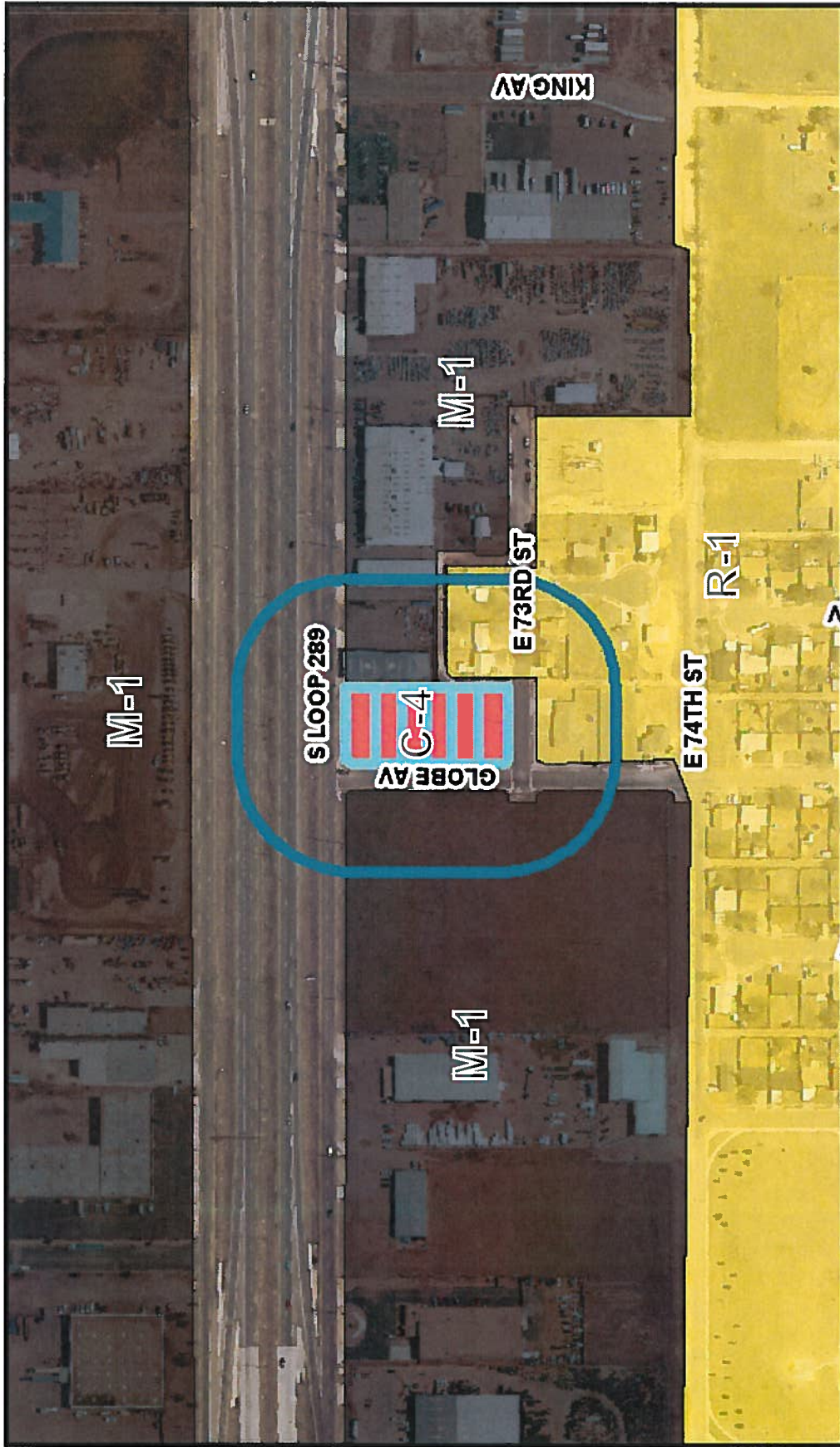


# P.Z.C. Case 2151-B



## P.Z.C. Case 2151-B

Request of Paul Johnson (for Samuel and Chandler Investments) for a zoning change from C-4 to M-1 for an office warehouse, 805 Southeast Loop 289 and 7203, 7205, 7207, 7209, and 7211 Globe Avenue



## P.Z.C. Case 2151-B Zoning



**Regular City Council Meeting**

**5. 36.**

**Meeting Date:** 09/13/2012

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**Information**

**Agenda Item**

**Resolution - Transit:** Consider a resolution authorizing the City of Lubbock's Budget Director to execute amendment No. 1 of the FY 2012 New Freedom Mobility Management Grant.

**Item Summary**

The Federal Transit Administration has allocated an additional \$16,991 to The City of Lubbock/Citibus for the FY 2012 New Freedom Mobility Management Grant. The amendment is for the addition of funds that was published in the May 9, 2012 Federal Register for funding through June 30, 2012. The City of Lubbock/Citibus received \$16,991 to combine with the original amount of \$39,975 for a total of \$56,966.

The original \$39,975 was approved by the City Council on March 29, 2012. Citibus anticipates that the remaining New Freedom funds will be awarded in the near future.

The funds will be used to fund a Mobility Manager position (Director of Transportation) at Citibus, to provide paratransit trips outside of the ADA ¾ mile service area, and the Nite Ride Program. Citibus intends to use New Freedom funds to assist members of our community in learning how the use of transit can impact their daily lives by giving them additional mobility options and freedom of travel. The position of Mobility Manager reflects the South Plains Region's Regional Coordination Plan finding that travel training and/or bus familiarization was an unmet need in the region. New Freedom funds are based on a formula using data from the FY 10 National Transit Database reports.

Federal Transit Administration regulations require that all grants be applied for and executed electronically. Therefore, this resolution allows the City of Lubbock's Budget Director to execute this grant electronically.

**Fiscal Impact**

\$65,000 was authorized in the FY 2011-12 Operating Budget for this grant. The \$10,620 local match for the grant is included in the FY 2012 Citibus budget. Acceptance of this grant will result in no additional cost to the City of Lubbock.

**Staff/Board Recommending**

Quincy White, Assitant City Manager

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**Attachments**

Resolution - New Freedom Mobility

New Freedom TEAM Amendment

**RESOLUTION**

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

THAT the Budget Director of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment #1 of the FY 2012 New Freedom Mobility Management Grant with the Federal Transit Administration, and all related documents. Said grant is attached hereto and incorporated in this Resolution as is fully set forth herein and shall be included in the minutes of the Council.

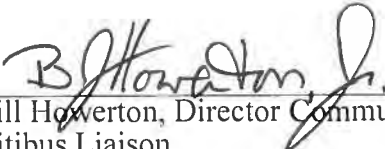
Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR


ATTEST:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Bill Howerton, Director Community Development  
Citibus Liaison

APPROVED AS TO FORM:

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

DOT



FTA

U.S. Department of Transportation

Federal Transit Administration

## Application

Recipient ID:	1993
Recipient Name:	CITY OF LUBBOCK
Project ID:	TX-57-X036-01
Budget Number:	2 - Budget Approved
Project Information:	FY 12 NF (Mob Mgr/Demand Response)

### Part 1: Recipient Information

Project Number:	TX-57-X036-01
Recipient ID:	1993
Recipient Name:	CITY OF LUBBOCK
Address:	P. O. BOX 2000 , LUBBOCK, TX 79408 2000
Telephone:	(806) 712-2001
Facsimile:	(806) 712-2012

### Union Information

Recipient ID:	1993
Union Name:	NONE
Address 1:	
Address 2:	
City:	, 00000 0000
Contact Name:	
Telephone:	( ) -
Facsimile:	( ) 0-0000
E-mail:	
Website:	

### Part 2: Project Information

Project Type:	Grant	Gross Project Cost:	\$27,611
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Project Number:	TX-57-X036-01	Adjustment Amt:	\$0
Project Description:	FY 12 NF (Mob Mgr/Demand Response)	Total Eligible Cost:	\$27,611
Recipient Type:	City	Total FTA Amt:	\$16,991
FTA Project Mgr:	Luci Nears /Linda Kemp 817-978-0569/0563	Total State Amt:	\$0
Recipient Contact:	Chris Mandrell - 806-712-2002	Total Local Amt:	\$10,620
New/Amendment:	Amendment	Other Federal Amt:	\$0
Amend Reason:	Increase Award	Special Cond Amt:	\$0
Fed Dom Asst. #:	20521	Special Condition:	None Specified
Sec. of Statute:	5317	S.C. Tgt. Date:	None Specified
State Appl. ID:	None Specified	S.C. Eff. Date:	None Specified
Start/End Date:	Jul. 01, 2012 - Sep. 30, 2012	Est. Oblig Date:	None Specified
Recvd. By State:	Jun. 21, 2012	Pre-Award Authority?:	No
EO 12372 Rev:	Not Applicable	Fed. Debt Authority?:	No
Review Date:	None Specified	Final Budget?:	No
Planning Grant?:	NO		
Program Date (STIP/UPWP/FTA Prm Plan) :	Jan. 11, 2012		
Program Page:	None Specified		
Application Type:	Electronic		
Supp. Agreement?:	No		
Debt. Delinq. Details:			

### Urbanized Areas

UZA ID	UZA Name
481350	LUBBOCK, TX

### Congressional Districts

State ID	District Code	District Official
48	19	Randy Nuegebauer

### Project Details

#### The Project

Citibus is proposing that FY 2012 New Freedom funds be used to fund a Mobility Manager position at Citibus, as well as fund paratransit trips outside the ADA 3/4 mile boundary and all evening service trips for the FY11 fiscal years.

As identified during the regional coordination process, educating passengers and potential passengers on how to access transit services is a valuable component to providing a complete package of transportation options. Unfortunately, funding considerations often mean that this component is not fully utilized. Citibus believes that a coordinated, community-wide approach to educating potential passengers will reap rewards.

Citibus intends to use New Freedom funds to assist members of our community in learning how the use of transit can impact their lives by giving them additional mobility options and freedom of travel. Citibus' program focuses on awareness, knowledge, and skills, each of which builds upon the other. Key components include travel instruction and travel training.

The position of Mobility Manager reflect the South Plains Region's Regional Coordination Plan finding that travel training and/or bus familiarization was an unmet need in the region. In developing the regional plan, all agencies and transportation providers agreed that getting information and instruction to transit users and potential users was an area where a great deal of improvement was needed. One of the earliest concerns the South Plains group had was how to teach consumers to know which vehicle they were supposed to board in the event that coordination of transportation services meant that more than one provider would have vehicles in specific areas.

Additionally, given the fact that large numbers of our current passengers have various disabilities that makes learning a transit system a challenge, it has become increasingly obvious that a targeted approach to mobility instruction would be benefit in our area.

Because of the broad community reach represented by the participants in the regional process, Citibus feels strongly that the members of the public who can benefit from a Mobility Manager at Citibus have been represented during the process.

New Freedom funding will also subsidize paratransit trips beyond 3/4 mile (roughly 350 trips/year) and all evening demand response trips (roughly 4,000 trips/year).

1/11/2012(BP) - Page 1852 of the 1/11/2012 Federal Register indicates a 5317 partial apportionment amount of \$39,975. This amount will be amended when the remainder of the apportionment is released after March 2012.

AMEND01 - 6/15/2012 - This amendment is for the addition of funds that was published in the May 9, 2012 Federal Register for funding through June 30, 2012. Citibus/City of Lubbock received \$16,991 to combine with the original amount of \$39,975 for a total of \$56,966.

## **Earmarks**

**No information found.**

## **Security**

**No information found.**

## **Part 3: Budget**

### **Project Budget**

	<u>Quantity</u>	<u>FTA Amount</u>	<u>Tot. Elig. Cost</u>
<u>SCOPE</u>			
<b>300-00 OPERATING ASSISTANCE</b>	0	\$28,482.00	\$56,965.00
<u>ACTIVITY</u>			
<b>30.09.01 UP TO 50% FEDERAL SHARE AMEND01</b>	0	\$28,482.00	\$56,965.00

SCOPE			
117-00 OTHER CAPITAL ITEMS (BUS)	0	\$28,484.00	\$35,605.00
ACTIVITY			
11.7L.00 MOBILITY MANAGEMENT (5302(A)(1)(L)) AMEND01	0	\$28,484.00	\$35,605.00
Estimated Total Eligible Cost:			\$92,570.00
Federal Share:			\$56,966.00
Local Share:			\$35,604.00

OTHER (Scopes and Activities not included in Project Budget Totals)

None

SOURCES OF FEDERAL FINANCIAL ASSISTANCE

UZA ID	Accounting Classification	FPC	FY	SEC	Previously Approved	Amendment Amount	Total
481350	2012.25.57.FL.2	00	2012	57	\$19,988.00	\$8,496.00	\$28,484.00
481350	2012.25.57.FL.2	04	2012	57	\$19,987.00	\$8,495.00	\$28,482.00
Total Previously Approved:						\$39,975.00	
Total Amendment Amount:						\$16,991.00	
Total from all Funding Sources:						\$56,966.00	

Alternative Fuel Codes

Extended Budget Descriptions

30.09.01	UP TO 50% FEDERAL SHARE AMEND01	0	\$28,482.00	\$56,965.00
FY12 funding				
Encompasses subsidy for two services:				
1. Paratransit extended services area trips, which result in roughly 350 trips annually; and				
2. demand response-based NiteRide, which results in roughly 350 trips annually. This service operates six days per week, from 6:45pm to 10:30 pm.				
AMEND01 - Increasing ALI \$8,495 as part of increase of Federal Award in Federal Register dated May 9, 2012.				





		<u>Before</u>	<u>Change</u>	<u>After</u>
<b>I.</b>	<b>Active Fleet</b>			
	A. Peak Requirement	56	0	56
	B. Spares	11	0	11
	C. Total (A+B)	67	0	67
	D. Spare Ratio (B/A)	19.64%	0.00%	19.64%
<b>II.</b>	<b>Inactive Fleet</b>			
	A. Other	0	0	0
	B. Pending Disposal	0	0	0
	C. Total (A+B)	0	0	0
<b>III.</b>	<b>Total (I.C and II.C)</b>	67	0	67

### Paratransit

		<u>Before</u>	<u>Change</u>	<u>After</u>
<b>I.</b>	<b>Active Fleet</b>			
	A. Peak Requirement	25	0	25
	B. Spares	7	0	7
	C. Total (A+B)	32	0	32
	D. Spare Ratio (B/A)	28.00%	0.00%	28.00%
<b>II.</b>	<b>Inactive Fleet</b>			
	A. Other	0	0	0
	B. Pending Disposal	0	0	0
	C. Total (A+B)	0	0	0
<b>III.</b>	<b>Total (I.C and II.C)</b>	32	0	32

## Part 7. FTA Comments

### General Review

Comment Title:	Initial Review
Comment By:	Luciana S Nears
Date Created:	Jun. 18, 2012
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	Adding \$16,991 for operating and mob.mgmt funding. No comments.

### Comments to DOL

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Comment Title:	New Comment
Comment By:	Luciana S Nears
Date Created:	Jun. 22, 2012
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	No DOL required.

## Part 8: Results of Reviews

The reviewer did not find any errors

## Part 9: Agreement

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT  
(FTA G-18, October 1, 2011)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official's electronic signature is entered for this Grant Agreement, FTA has Awarded Federal assistance in support of the Project described below. Upon Execution of this Grant Agreement by the Grantee named below, the Grantee affirms this FTA Award, and enters into this Grant Agreement with FTA. The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(18), October 1, 2011, <http://www.fta.dot.gov/documents/18-Master.pdf>
- (2) The Certifications and Assurances applicable to the Project that the Grantee has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE GRANTEE DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING THE DATE OF THIS FTA AWARD SET FORTH HEREIN.

### FTA AWARD

FTA hereby awards a Federal grant as follows:

Project No: TX-57-X036-01

Grantee: CITY OF LUBBOCK

Citation of Statute(s) Authorizing Project: 49 USC 5317 - New Freedom

Estimated Total Eligible Cost (in U.S. Dollars): \$92,570

Maximum FTA Amount Awarded [Including All Amendments] (in U.S. Dollars): \$56,966

Amount of This FTA Award (in U.S. Dollars): \$16,991

Maximum Percentage(s) of FTA Participation:

Percentages of Federal participation are based on amounts included in the Approved Project Budget, modified as set forth in the text following the Project Description.

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Project Certification Date:  
Amendment 1 Certification Date:

Project Description:

FY 12 NF (Mob Mgr/Demand Response)

The Project Description includes information describing the Project within the Project Application submitted to FTA, and the Approved Project Budget, modified by any additional statements displayed in this Grant Agreement, and, to the extent FTA concurs, statements in other documents including Attachments entered into TEAM-Web.

Awarded By:  
Mr. Blas M Uribe, IV  
Deputy Regional Administrator  
FEDERAL TRANSIT ADMINISTRATION  
U.S. DEPARTMENT OF TRANSPORTATION  
06/25/2012

**EXECUTION OF GRANT AGREEMENT**

The Grantee, by executing this Grant Agreement, affirms this FTA Award; adopts and ratifies all statements, representations, warranties, covenants, and materials it has submitted to FTA; consents to this FTA Award; and agrees to all terms and conditions set forth in this Grant Agreement.

By executing this Grant Agreement, I am simultaneously executing any Supplemental Agreement that may be required to effectuate this Grant Agreement.

Executed by:  
Ms. Cheryl Brock  
Director of Fiscal Policy  
CITY OF LUBBOCK  
07/19/2012

**TX-57-X036-01 Quarterly Narrative Report**

Apr. 01, 2012 through Jun. 30, 2012

As Of Aug. 23, 2012

MS/P Report Submitted , FFR Submitted

**Part 1: Recipient Information**

Project Number:	TX-57-X036-01
Recipient ID:	1993
Recipient Name:	CITY OF LUBBOCK

Address:	P. O. BOX 2000 , LUBBOCK, TX 79408 2000
Telephone:	(806) 712-2001
Facsimile:	(806) 712-2012

## Part 2: Project Information

Project No:	TX-57-X036-01
Brief Desc:	FY 12 NF (Mob Mgr/Demand Response)
FTA Project Mgr:	Luci Nears /Linda Kemp 817-978-0569/0563
Start/End Date:	Jul. 01, 2012 - Sep. 30, 2012
Gross Project Cost:	\$92,570
Adjustment Amt:	\$0
Total Eligible Cost:	\$92,570
Total FTA Amt:	\$56,966
Total State Amt:	\$0
Total Local Amt:	\$35,604
Other Federal Amt:	\$0

## Part 3: Federal Financial Report

### Financial Status

	Previous	This Period	Cumulative
A. Federal Cash on Hand at Beginning of Period			\$0
B. Federal Cash Receipts			\$0
C. Federal Cash Disbursements			\$0
D. Federal Cash on Hand at End of Period			\$0
E. Total Federal Funds Authorized			\$56,966
F. Federal Share of Expenditures	\$0	\$35,171	\$35,171
G. Recipient Share of Expenditures	\$0	\$22,120	\$22,120
H. Total Expenditures( F + G )	\$0	\$57,291	\$57,291
I. Federal Share of Unliquidated Obligations			\$0
J. Recipient Share of Unliquidated Obligations			\$0
K. Total Unliquidated Obligations( I + J )			\$0
L. Total Federal Share ( F + I )			\$35,171
M. Unobligated Balance of Federal Funds ( E - L )			\$21,795
N. Total Recipient Share Required			\$35,604

O. Remaining Recipient Share to be provided N - ( G + J )			\$13,484
P. Federal Program Income on Hand at Beginning of Period			\$0
Q. Total Federal Program income earned			\$0
R. Federal Program income expended in accordance with the deduction alternative			\$0
S. Federal Program income expended in accordance with the addition alternative			\$0
T. Federal Program income expended on allowable Transit Capital and Operating expenses			\$0
U. Federal Unexpended Program income ( P + Q - R or s or T )			\$0

### Indirect Expense

Type	N/A
Rate	0.00%
Base	\$0
Amount Charged	\$0
Federal Share	\$0

## Part 4. Milestone/Progress Report

<b>30.09.01</b> UP TO 50% FEDERAL SHARE AMEND01	<u>Quantity</u> 0	<u>FTA Amount</u> \$28,482	<u>Elig. Proj. Cost</u> \$56,965
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	<u>Milestone Description</u>	<u>Orig. Est. Comp. Date</u>	<u>Rev. Est. Comp. Date</u>	<u># Rev</u>	<u>Actual Comp. Date</u>	<u>Cont. Code</u>
1.	Final Expenditure	9/30/2012				
	DETAILED DESCRIPTION: Estimated final expenditure of NiteRide expenses will occur before 9/30/2012					

<b>11.7L.00</b> MOBILITY MANAGEMENT (5302(A)(1)(L)) AMEND01	<u>Quantity</u> 0	<u>FTA Amount</u> \$28,484	<u>Elig. Proj. Cost</u> \$35,605
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	<u>Milestone Description</u>	<u>Orig. Est. Comp. Date</u>	<u>Rev. Est. Comp. Date</u>	<u># Rev</u>	<u>Actual Comp. Date</u>	<u>Cont. Code</u>
1.	Mobility Management	9/30/2012				



**Regular City Council Meeting**

**5. 37.**

**Meeting Date:** 09/13/2012

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**Information**

**Agenda Item**

**Resolution - Transit:** Consider a resolution authorizing the City of Lubbock’s Budget Director to execute amendment No. 1 of the FY 2012 Federal Transit Administration Job Access and Reverse Commute (JARC) Program Grant.

**Item Summary**

The Federal Transit Administration has allocated an additional \$42,661 to The City of Lubbock/Citibus for FY 2012 Job Access and Reverse Commute Program Grant. The amendment is for the addition of funds that was published in the May 9, 2012 Federal Register for funding through June 30, 2012. The City of Lubbock/Citibus received \$42,661 to combine with the original amount of \$99,593 for a total of \$142,254.

The original \$99,593 was approved by the City Council on March 29, 2012. Citibus anticipates that the remaining JARC funds will be awarded in the near future.

JARC is designed to provide public transportation to employment, especially entry-level jobs. The grant helps fund Route 19 and Route 34.

FY 2012 JARC funds are awarded based on FY 2010 National Transit Database reports. JARC grant allocations are based on a formula that takes into account several factors including service levels.

Federal Transit Administration regulations require that all grants be applied for and executed electronically. Therefore, this resolution allows the City of Lubbock’s Budget Director to execute this grant electronically.

**Fiscal Impact**

\$175,000 was authorized in the FY 2011-12 Operating Budget for this grant. Job Access Reverse Commute grants are 50/50 grants. The local match for this grant has already been included in the FY 2012 Citibus budget. Acceptance of this grant will result in no additional cost to the City of Lubbock.

**Staff/Board Recommending**

Quincy White, Assistant City Manager  
Citibus

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**Attachments**

Resolution - JARC

JARC TEAM Amendment

**RESOLUTION**

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

THAT the Budget Director of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment #1 of the FY 2012 Job Access and Reverse Commute Program Grant with the Federal Transit Administration, and all related documents. Said grant is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

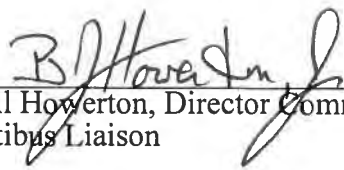
Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

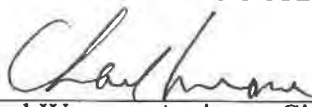
ATTEST:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Bill Howerton, Director Community Development  
Citibus Liaison

APPROVED AS TO FORM:

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

**DOT****FTA**

U.S. Department of Transportation

Federal Transit Administration

## Application

Recipient ID:	1993
Recipient Name:	CITY OF LUBBOCK
Project ID:	TX-37-X094-01
Budget Number:	2 - Budget Approved
Project Information:	FY 12 JARC (Routes 19 & 34)

### Part 1: Recipient Information

Project Number:	TX-37-X094-01
Recipient ID:	1993
Recipient Name:	CITY OF LUBBOCK
Address:	P. O. BOX 2000 , LUBBOCK, TX 79408 2000
Telephone:	(806) 712-2001
Facsimile:	(806) 712-2012

### Union Information

Recipient ID:	1993
Union Name:	NONE
Address 1:	
Address 2:	
City:	, 00000 0000
Contact Name:	
Telephone:	() -
Facsimile:	() 0-0000
E-mail:	
Website:	

### Part 2: Project Information

Project Type:	Grant	Gross Project Cost:	\$85,322
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Project Number:	TX-37-X094-01	Adjustment Amt:	\$0
Project Description:	FY 12 JARC (Routes 19 & 34)	Total Eligible Cost:	\$85,322
Recipient Type:	City	Total FTA Amt:	\$42,661
FTA Project Mgr:	Luci Nears/Linda Kemp 817-978-0569/0563	Total State Amt:	\$0
Recipient Contact:	Chris Mandrell - 806-712-2002	Total Local Amt:	\$42,661
New/Amendment:	Amendment	Other Federal Amt:	\$0
Amend Reason:	Increase Award	Special Cond Amt:	\$0
		Special Condition:	None Specified
Fed Dom Asst. #:	20516	S.C. Tgt. Date:	None Specified
Sec. of Statute:	5316	S.C. Eff. Date:	None Specified
State Appl. ID:	None Specified	Est. Oblig Date:	None Specified
Start/End Date:	Jun. 18, 2012 - Sep. 30, 2012	Pre-Award Authority?:	No
Recvd. By State:	Jun. 21, 2012	Fed. Debt Authority?:	No
EO 12372 Rev:	Not Applicable	Final Budget?:	No
Review Date:	None Specified		
Planning Grant?:	NO		
Program Date (STIP/UPWP/FTA Prm Plan) :	Jan. 11, 2012		
Program Page:	None Specified		
Application Type:	Electronic		
Supp. Agreement?:	No		
Debt. Delinq. Details:			

### Urbanized Areas

UZA ID	UZA Name
481350	LUBBOCK, TX

### Congressional Districts

State ID	District Code	District Official
48	19	Randy Nuegebauer

### Project Details

Citibus is proposing that FY 2012 JARC funds be used to continue fixed route service on Route 19 and Route 34 (previously the JARC-funded Route 25).

As Route 25, this service began in 2001, as a crosstown route that was anchored at one end by Citibus' Downtown Transfer Plaza and at the other end by the Convergys call center, near 34th Street and West Loop

289. It was modified in 2007 and is now two routes, allowing service to an expanded area.

Route 19 ("Wayland Plaza/South Plains Mall") serves the following educational facilities:

- Bowie Elementary School
- Dupre Elementary School
- Wester Elementary School
- Lubbock High School
- Lubbock Christian University
- Texas Tech University

Significant areas of employment along Route 19 include:

- Convergys
- Covenant Health System (two locations)
- Lubbock Christian University
- South Plains Mall
- Texas Tech University

(Of these, Convergys, Covenant Health System, and Texas Tech University are listed by the Lubbock Economic Development Alliance as major local employers)

Additionally, passengers on Route 19 have access to affordable housing, primarily near 32nd Street and Genoa and north of South Plains Mall, medical services at the two locations of Covenant Health System and the related facilities in the medical district, and the Social Security office.

Route 34 ("34th Street/South Plains Mall") serves the following educational facilities:

- Bean Elementary School
- Stewart Elementary School
- Williams Elementary School
- O.L. Slaton Middle School
- Hutchinson Middle School
- Wilson Middle School
- Byron Martin Advanced Technology Center
- Coronado High School

Significant areas of employment along Route 34 include:

- The entire 34th Street corridor
- South Plains Mall

Additionally, passengers on Route 34 have access to the LIFE/Run Independent Living Center and the City/County Health Department.

#### Service Summary

Citibus proposes to use JARC funding to provide fixed route service on these two routes Monday-Saturday, on headways ranging from 30 minutes to one hour; the specific headway time will be designed to coordinate with the remainder of the system.

#### The History

In the past, planning partners for this service included the Texas Department of Human Services, Women/Es Protective Services, LMPO, Women's Empowerment Program/Catholic Family Service, Inc. and the Texas Department of Transportation. All of these agencies have been involved with and supportive of Citibus' JARC program since our first program was funded; most of these agencies are currently involved in the local regional coordination efforts.

Beginning in April 2005, Citibus has been the lead agency and has headed the regional transportation coordination efforts for the South Plains region. As part of the formal process of developing a regional plan, the regional group identified unmet needs across the region. One significant unmet need was identified as Citibus operating assistance and the associated remediation strategy was stated as, "Utilize JARC funds to maximum extent possible to offset loss of Federal operating assistance, while maintaining current route structure."

The proposal, as outlined above, is vital in meeting the unmet need noted in the coordinated public transportation plan.

The Lubbock MPO went through a competitive process and it was awarded to City of Lubbock/Citibus in February 2011.

1/11/2012 (BP) - Page 1847 of the 1/11/2012 Federal Register indicates a JARC partial apportionment of \$99,593. This grant will be amended when the remaining allocation is released after March 2012.

AMEND01 - 6/15/2012 - This admendment is for the addition of funds that was published in the May 9, 2012 Federal Register for funding through June 30, 2012. Citibus/City of Lubbock received \$42,661 to combine with the original amount of \$99,593 for a total of \$142,254.

### Earmarks

No information found.

### Security

No information found.

## Part 3: Budget

### Project Budget

	<u>Quantity</u>	<u>FTA Amount</u>	<u>Tot. Elig. Cost</u>
<u>SCOPE</u>			
300-00 OPERATING ASSISTANCE	0	\$142,254.00	\$284,508.00
<u>ACTIVITY</u>			
30.09.01 UP TO 50% FEDERAL SHARE AMEND01	0	\$142,254.00	\$284,508.00
<b>Estimated Total Eligible Cost:</b>			<b>\$284,508.00</b>
<b>Federal Share:</b>			<b>\$142,254.00</b>
<b>Local Share:</b>			<b>\$142,254.00</b>

### OTHER (Scopes and Activities not included in Project Budget Totals)

None

### SOURCES OF FEDERAL FINANCIAL ASSISTANCE

<u>UZA ID</u>	<u>Accounting Classification</u>	<u>FPC</u>	<u>FY</u>	<u>SEC</u>	<u>Previously Approved</u>	<u>Amendment Amount</u>	<u>Total</u>
481350	2012.25.37.JL.2	04	2012	37	\$99,593.00	\$42,661.00	\$142,254.00

<b>Total Previously Approved:</b>	<b>\$99,593.00</b>
<b>Total Amendment Amount:</b>	<b>\$42,661.00</b>
<b>Total from all Funding Sources:</b>	<b>\$142,254.00</b>

### Alternative Fuel Codes

### Extended Budget Descriptions

<b>30.09.01</b>	UP TO 50% FEDERAL SHARE AMEND01	0	\$142,254.00	\$284,508.00
<p>To subsidize operational expenses associated with fixed routes 19 and 34, which serve multiple employment- and educational-related destinations along two primary Lubbock corridors. Will be used in FY12.</p> <p>AMEND01 - Increasing grant award \$42,661 to match Federal Register published May 9, 20112.</p>				

## **Changes since the Prior Budget**

### FTA Change Amounts

<u>Code</u>	<u>Description</u>	<u>Previous FTA Total</u>	<u>Change in FTA Total</u>	<u>Current FTA Total</u>
300-00	OPERATING ASSISTANCE	\$99,593	\$42,661	\$142,254
30.09.01	UP TO 50% FEDERAL SHARE AMEND01	\$99,593	\$42,661	\$142,254

### Eligible Change Amounts

<u>Code</u>	<u>Description</u>	<u>Previous Eligible</u>	<u>Change in Eligible</u>	<u>Current Eligible</u>
300-00	OPERATING ASSISTANCE	\$199,186	\$85,322	\$284,508
30.09.01	UP TO 50% FEDERAL SHARE AMEND01	\$199,186	\$85,322	\$284,508

### Change in Quantity

<u>Code</u>	<u>Description</u>	<u>Previous Quantity</u>	<u>Change in Quantity</u>	<u>Current Quantity</u>
300-00	OPERATING ASSISTANCE	0	0	0
30.09.01	UP TO 50% FEDERAL SHARE AMEND01	0	0	0

## **Part 4. Milestones**

**30.09.01 UP TO 50% FEDERAL SHARE AMEND01** 0 \$142,254 \$284,508

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	Final Expenditure	Sep. 30, 2012
	Citibus plans to complete all operating expenditures by 9/30/2012.	

## Part 5. Environmental Findings

**300901 UP TO 50% FEDERAL SHARE AMEND01** 0 \$142,254 \$284,508

### Finding No. 1 - Class II(c)

#### **C16 - Program Admin. & Operating Assistance**

Program administration, technical assistance activities, and operating assistance to transit authorities to continue existing service or increase service to meet routine changes in demand.

## Part 6: Fleet Status

### Fixed Route

		<u>Before</u>	<u>Change</u>	<u>After</u>
<b>I.</b>	<b>Active Fleet</b>			
	A. Peak Requirement	56	0	56
	B. Spares	11	0	11
	C. Total (A+B)	67	0	67
	D. Spare Ratio (B/A)	19.64%	0.00%	19.64%
<b>II.</b>	<b>Inactive Fleet</b>			
	A. Other	0	0	0
	B. Pending Disposal	0	0	0
	C. Total (A+B)	0	0	0
<b>III.</b>	<b>Total (I.C and II.C)</b>	67	0	67

### Paratransit

		<u>Before</u>	<u>Change</u>	<u>After</u>
<b>I.</b>	<b>Active Fleet</b>			
	A. Peak Requirement	25	0	25
	B. Spares	7	0	7
	C. Total (A+B)	32	0	32

	D. Spare Ratio (B/A)	28.00%	0.00%	28.00%
<b>II.</b>	<b>Inactive Fleet</b>			
	A. Other	0	0	0
	B. Pending Disposal	0	0	0
	C. Total (A+B)	0	0	0
<b>III.</b>	<b>Total (I.C and II.C)</b>	32	0	32

## Part 7. FTA Comments

### General Review

Comment Title:	Initial Review
Comment By:	Luciana S Nears
Date Created:	Jun. 18, 2012
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	No Comments.

### Conditions of Award

Comment Title:	DOL Certification
Comment By:	Eldridge Onco
Date Created:	Jun. 26, 2012
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	This award of Federal financial assistance is subject to the terms and conditions set forth in the U.S. Department of Labor's certification letter dated June 26, 2012, to the Federal Transit Administration with respect to this numbered grant, including any attachments to the letter, which are fully incorporated herein by reference.

### Comments to DOL

Comment Title:	DOL
Comment By:	Luciana S Nears
Date Created:	Jun. 18, 2012
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	The Federal Transit Administration's (FTA) projected timetable for acting upon the subject grant is 35 days from the date of this application. In order to meet that timetable, Department of Labor certification is requested no later than two weeks prior to that date. We request that DOL fax the 13(c) certifications when they have been issued, as the mail delay can be a week or more. Please establish a time schedule for negotiations pursuant to 29 DFR 215.3(d). Based on the time deadlines in the December 7, 1995, DOL guidelines, please advise us of the 49 USC sec. 5333(b) terms and conditions for inclusion in the grant contract.

Person to notify at FTA: Lynn Hayes, Community Planner  
819 Taylor Street, Room 8A36  
Fort Worth, Texas 76102  
Phone: (817) 978-0565 Fax: (817) 978-0575

Grantee Contact: Chris Mandrell  
Phone: 806-712-2002  
Email: CMandrell@citibus.com

## Part 8: Results of Reviews

The reviewer did not find any errors

## Part 9: Agreement

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT  
(FTA G-18, October 1, 2011)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official's electronic signature is entered for this Grant Agreement, FTA has Awarded Federal assistance in support of the Project described below. Upon Execution of this Grant Agreement by the Grantee named below, the Grantee affirms this FTA Award, and enters into this Grant Agreement with FTA. The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(18), October 1, 2011,  
<http://www.fta.dot.gov/documents/18-Master.pdf>
- (2) The Certifications and Assurances applicable to the Project that the Grantee has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

**FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE GRANTEE DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING THE DATE OF THIS FTA AWARD SET FORTH HEREIN.**

### **FTA AWARD**

FTA hereby awards a Federal grant as follows:

Project No: TX-37-X094-01

Grantee: CITY OF LUBBOCK

Citation of Statute(s) Authorizing Project: 49 USC 5316 - Job Access and Reverse Commute/TEA-21 3037

Estimated Total Eligible Cost (in U.S. Dollars): \$284,508

Maximum FTA Amount Awarded [Including All Amendments] (in U.S. Dollars): \$142,254

Amount of This FTA Award (in U.S. Dollars): \$42,661

**Maximum Percentage(s) of FTA Participation:**

Percentages of Federal participation are based on amounts included in the Approved Project Budget, modified as set forth in the text following the Project Description.

**U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:**

Original Project Certification Date: 2/16/2012

Amendment 1 Certification Date: 6/26/2012

**Project Description:**

FY 12 JARC (Routes 19 & 34)

The Project Description includes information describing the Project within the Project Application submitted to FTA, and the Approved Project Budget, modified by any additional statements displayed in this Grant Agreement, and, to the extent FTA concurs, statements in other documents including Attachments entered into TEAM-Web.

This award of Federal financial assistance is subject to the terms and conditions set forth in the U.S. Department of Labor's certification letter dated June 26, 2012, to the Federal Transit Administration with respect to this numbered grant, including any attachments to the letter, which are fully incorporated herein by reference.

Awarded By:  
Mr. Blas M Uribe, IV  
Deputy Regional Administrator  
FEDERAL TRANSIT ADMINISTRATION  
U.S. DEPARTMENT OF TRANSPORTATION  
06/27/2012

## TX-37-X094-01 Quarterly Narrative Report

Apr. 01, 2012 through Jun. 30, 2012

As Of Aug. 23, 2012

MS/P Report Submitted , FFR Submitted

### Part 1: Recipient Information

Project Number:	TX-37-X094-01
Recipient ID:	1993
Recipient Name:	CITY OF LUBBOCK
Address:	P. O. BOX 2000 , LUBBOCK, TX 79408 2000
Telephone:	(806) 712-2001
Facsimile:	(806) 712-2012

### Part 2: Project Information

Project No:	TX-37-X094-01
Brief Desc:	FY 12 JARC (Routes 19 & 34)
FTA Project Mgr:	Luci Nears/Linda Kemp 817-978-0569/0563

Start/End Date:	Jun. 18, 2012 - Sep. 30, 2012
Gross Project Cost:	\$284,508
Adjustment Amt:	\$0
Total Eligible Cost:	\$284,508
Total FTA Amt:	\$142,254
Total State Amt:	\$0
Total Local Amt:	\$142,254
Other Federal Amt:	\$0

## Part 3: Federal Financial Report

### Financial Status

	<u>Previous</u>	<u>This Period</u>	<u>Cumulative</u>
A. Federal Cash on Hand at Beginning of Period			\$0
B. Federal Cash Receipts			\$0
C. Federal Cash Disbursements			\$0
D. Federal Cash on Hand at End of Period			\$0
E. Total Federal Funds Authorized			\$142,254
F. Federal Share of Expenditures	\$0	\$99,593	\$99,593
G. Recipient Share of Expenditures	\$0	\$99,593	\$99,593
H. Total Expenditures( F + G )	\$0	\$199,186	\$199,186
I. Federal Share of Unliquidated Obligations			\$0
J. Recipient Share of Unliquidated Obligations			\$0
K. Total Unliquidated Obligations( I + J )			\$0
L. Total Federal Share ( F + I )			\$99,593
M. Unobligated Balance of Federal Funds ( E - L )			\$42,661
N. Total Recipient Share Required			\$142,254
O. Remaining Recipient Share to be provided N - ( G + J )			\$42,661
P. Federal Program Income on Hand at Beginning of Period			\$0
Q. Total Federal Program income earned			\$0
R. Federal Program income expended in accordance with the deduction alternative			\$0
S. Federal Program income expended in accordance with the addition alternative			\$0
T. Federal Program income expended on			\$0

allowable Transit Capital and Operating expenses			
U. Federal Unexpended Program income ( P + Q - R or s or T )			\$0

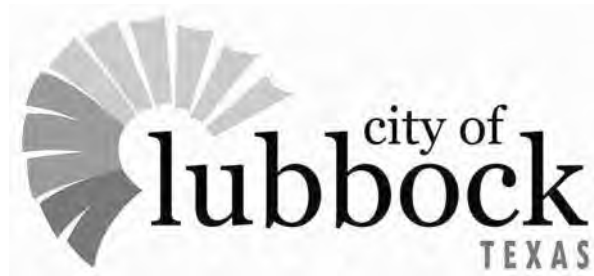
### Indirect Expense

Type	N/A
Rate	0.00%
Base	\$0
Amount Charged	\$0
Federal Share	\$0

## Part 4. Milestone/Progress Report

	<u>Quantity</u>	<u>FTA Amount</u>	<u>Elig. Proj. Cost</u>
<b>30.09.01</b> UP TO 50% FEDERAL SHARE AMEND01	0	\$142,254	\$284,508

	<u>Milestone Description</u>	<u>Orig. Est. Comp. Date</u>	<u>Rev. Est. Comp. Date</u>	<u># Rev</u>	<u>Actual Comp. Date</u>	<u>Cont. Code</u>
1.	Final Expenditure	9/30/2012				
	DETAILED DESCRIPTION: Citibus plans to complete all operating expenditures by 9/30/2012.					





**Regular City Council Meeting**

**6. 1.**

**Meeting Date:** 09/13/2012

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**Information**

**Agenda Item**

**Resolution - Finance:** Consider a resolution calling for a Public Hearing to consider the creation of a Public Improvement District (PID) for Kelsey Park which covers a portion of an area in the City of Lubbock, Lubbock County, Texas, generally bounded by FM 1585 on the North, Indiana Avenue on the East, the Lubbock City limits boundary on the South, and Quaker Avenue on the West.

**Item Summary**

The City of Lubbock has received a petition from a property owner requesting that the City of Lubbock establish a Public Improvement District (PID) for the proposed Kelsey Park development area. The area covers approximately 320.2 acres. PID establishment can only be initiated by a petition of property owners meeting two tests outlined in the statute, petition signed by: (1) more than 50% of the appraised value of the taxable real property liable for assessment; (2) the record owners of property that constitute more than 50% of the number of record property owners or the record owners of more than 50% of the area within the PID. The petition received by the City of Lubbock was signed by Ford Development Partners, LLC, and FP Investors I, LLC, owners of 100% of the taxable real property value for the area and 100% of the total land area eligible for assessment contained in the proposed PID. The petition has been examined, verified, and found to meet the requirements of Section 372.005(b) of the Texas Local Government Code and to be sufficient for consideration by the City of Lubbock.

The public hearing is to consider the formation of a Public Improvement District in this area pursuant to the Public Improvement District Assessment Act for the purpose of constructing entrances, streetscapes, and park; maintaining parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscape and irrigation; including costs of establishing, administering and operating the District. The owner of the property submitting the petition has paid the application fee of \$5,000 which should cover the cost of creating the Public Improvement District, with any remaining money reimbursed to the Developer. If the cost of creating the Public Improvement District exceeds the \$5,000, the developer will reimburse the City for the remaining cost.

**Fiscal Impact**

None

**Staff/Board Recommending**

Cheryl Brock, Budget Director

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**Attachments**

Resolution - Kelsy PID

Kelsey Park PID Petition - Exhibit A

Kelsey Park PID Map - Exhibit B

## RESOLUTION

WHEREAS, a petition has been received from the record owners of taxable real property representing not less than fifty percent (50%) of the appraised value of the real property liable for assessment (as determined by the most recent certified appraisal roll for Lubbock County) in the area known as Kelsey Park Public Improvement District (PID) which covers a portion of an area in the City of Lubbock, Lubbock County, Texas, generally bounded by FM 1585 on the North, Indiana Avenue on the East, the Lubbock City limits boundary on the South, and Quaker Avenue on the West further described as the North half of Section 4, Block AK, Lubbock County, Texas (as further shown on the map in Exhibit "B"), AND the record owners of taxable real property that constitutes more than fifty percent (50%) of all taxable real property that is liable for assessment under the proposal; requesting creation of a Public Improvement District under Chapter 372 of the Texas Local Government Code; and

WHEREAS, the petition, a copy of which is attached hereto as Exhibit "A", has been examined, verified, and found to meet the requirements of Section 372.005(b) of the Texas Local Government Code and to be sufficient for consideration by the City of Lubbock; and

WHEREAS, the boundaries of the proposed Public Improvement District are described as the North half of Section 4, Block AK, Lubbock County, Texas and shown on the map attached hereto as Exhibit "B", said area for the Kelsey Park PID being within the city limits of the City of Lubbock;

WHEREAS, the City of Lubbock accepts the petition and desires to schedule a public hearing to consider the formation of a Public Improvement District (PID) in this area pursuant to the Public Improvement District Assessment Act for the purpose of creating the following proposed public improvements: (i) construction of entrances, streetscapes, and park, (ii) maintenance of parks and green spaces together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, street entrances, walkways, lighting, fences, benches, trash receptacles and similar items located therein along with all necessary grading, drainage and similar infrastructure involved in the maintenance of such parks and green spaces; landscaping, hardscape and irrigation; and (iii) costs of establishing, administering and operating the District, all in accordance with the Act; NOW, THEREFORE,

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

SECTION 1: THAT a public hearing is hereby scheduled at 6:30 pm, October 11, 2012, in the City Council Chambers, 1625 13<sup>th</sup> Street, Lubbock, Texas, to receive public comment on the formation of a Kelsey Park Public Improvement District in the area described as the North half of Section 4, Block AK, Lubbock County, Texas and as shown on the map in Exhibit B, pursuant to Chapter 372 of the Texas Local Government Code; and

SECTION 2: THAT notice of said hearing shall be published in a newspaper of general circulation in the city before the 15th day prior to the hearing as required by state law; and

SECTION 3: THAT written notice shall be mailed to each property owner, as reflected on the tax rolls, of property subject to assessment under the proposed public improvement district, before the 15<sup>th</sup> day prior to the date set for the hearing.

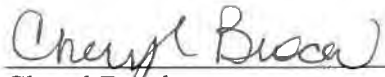
Passed by the City Council on \_\_\_\_\_, 2012.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

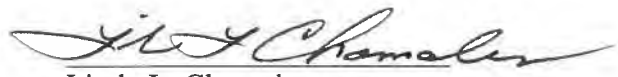
\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Cheryl Brock  
Budget Director

APPROVED AS TO FORM:



Linda L. Chamales,  
Economic Development Attorney

Lc: city att/Linda/Res- Kelsey Park PID hearing  
August 21, 2012

CITY OF LUBBOCK §  
COUNTY OF LUBBOCK §  
STATE OF TEXAS §

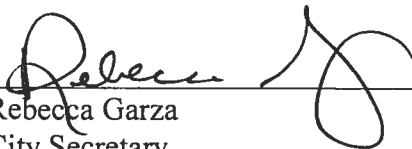
**CERTIFICATE OF PUBLIC RECORD**

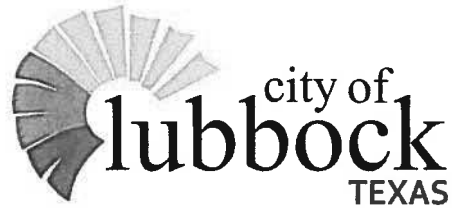
I hereby certify, in the performance of the functions of my office, that the attached petition property owner signature of Ford Development Partners, LLC, and FP Investors I, LLC, has been verified as meeting a statutory two test requirement: (1) petition is signed by the owner of taxable real property representing more that 50% of the appraised value of the taxable real property liable for assessment by the current roll of the appraisal district (January 1, 2012). The property in the proposed PID owned by Lubbock Cooper ISD is tax-exempt, and, therefore, is not subject to this test. The petitioners own the remainder of the property within the proposed PID, or 100% of the taxable real property within the boundary. (2) That the petition must be signed by the record owners of property that constitutes more than 50% of the area within the PID, and the record owners of more than 50% of the surface area within the PID. The total surface areas of parcels eligible for assessment as of January 1, 2012, (excluding dedicated right-of-way) is 12,646,645 square feet or approximately 290 acres. The petitioners own 100% of this property. Said documents appear of record in my office and that said documents are an official record from the public office of the City Secretary of the City of Lubbock, Lubbock County, State of Texas, and is kept in said office.

I further certify that I am the City Secretary of the City of Lubbock, that I have legal custody of said record, and that I am a lawful possessor and keeper and have legal custody of the records in said office.

In witness whereof I have hereunto set my hand and affixed the official seal of said office this 15th day of August, 2012.

(City Seal)

  
\_\_\_\_\_  
Rebecca Garza  
City Secretary  
City of Lubbock  
Lubbock County, State of Texas



August 9, 2012

To: Becky Garza, City Secretary

From: Sally Still Abbe, Director of GIS and Data Services

Re: Kelsey Park Public Improvement District Petition

Recently, the City Of Lubbock received a petition from Rex F. Robertson dated July 30,2012 requesting that the City of Lubbock establish the Kelsey Park Public Improvement District (PID) as shown on the attached map. PID establishment can only be initiated by a petition of property owners who meet two tests outlined in the state statute.

The first test is that the petition is sufficient if signed by the owners of taxable real property representing more than 50% of the appraised value of the taxable real property liable for assessment by the current roll of the appraisal district (January 1, 2012). The property in the proposed PID owned by Lubbock Cooper ISD is tax-exempt, and therefore is not subject to this text. Since the petitioners own the remainder of the property within the proposed PID, or 100% of the taxable real property within the boundary, the petition easily passes the value test.

The second test is that the petition must be signed by the record owners of property that constitute more than 50% of the number of record owners, or the record owners of more than 50% of the surface area within the PID. The property owned by Lubbock Cooper ISD will not be assessed. The total surface area of parcels eligible for assessment as of January 1, 2012 (excluding dedicated right-of-way) is 12,646,645 square feet or approximately 290 acres. The petitioners own 100% of this property, so the petition also passes the surface area test.

The notarized signature on the Kelsey Park petition was validated by a visual review.

**PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT  
DISTRICT TO FINANCE IMPROVEMENTS TO KELSEY PARK**

THE STATE OF TEXAS     §  
  §  
CITY OF LUBBOCK         §

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF LUBBOCK:

The undersigned petitioners (the "Petitioners"), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), request that the City of Lubbock create a public improvement district (the "District") in the area described in Exhibit A attached hereto (the "Land") within the City of Lubbock, Texas (the "City"), and in support of this petition the Petitioners would present the following:

Section 1. Standing of Petitioners. In compliance with the requirements of Texas Local Government Code, Section 372.005(b), as determined by the current roll of the Lubbock Central Appraisal District, the Petitioners constitute: (i) the owners of taxable real property representing more than 50% of the appraised value of real property liable for assessment under the proposal described herein, and (ii) the record owners of taxable real property that constitutes more than 50% of the area of all taxable real property that is liable for assessment under such proposal.

Section 2. General nature of the proposed public improvements. The general nature of the proposed public improvements is: (i) construction of entrances, streetscapes, and park (ii) maintenance of parks and green spaces together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, street entrances, walkways, lighting, fences, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and green spaces, landscaping, hardscape and irrigation; and (iii) costs of establishing, administering and operating the District. The improvements associated with the Public Improvement District are a benefit to the affected property and to the City of Lubbock because they visually enhance the area as well and provide a common area for residents to enjoy, thereby increasing the overall quality of life in the affected area.

Section 3. Estimated cost of the maintenance of the proposed public improvements: The estimated cost for maintaining the proposed public improvements is approximately \$12,000 per year for the Phase 1 improvements and will increase to approximately \$36,000 per year when the improvements are fully developed. See Exhibit A attached hereto and incorporated herein by reference for a more detailed analysis of the maintenance costs.

Section 4. Boundaries. The proposed boundaries of the District are described in Exhibit A.

Section 5. Method of assessment. An assessment methodology has been prepared that will address (i) how the costs of the public improvements paid for with the assessments are assessed against the property in the District, (ii) the assessments to be collected each year, and (iii) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District). Additionally, a report will be prepared showing the special benefits

accruing to property in the District and how the costs of the public improvements are assessed to the property on the basis of the special benefits. The result will be that proportionate shares of the costs will be imposed on property similarly benefited. Further, it is anticipated that the non single-family rate of assessment shall never exceed one-third (1/3) of the rate assessed for single-family parcels.

In assessing the maintenance of the public improvements, property will be classified based on the net taxable value of the property.

The assessment methodology will result in each parcel paying its fair share of the costs of maintaining the public improvements based on the special benefits received by the property from the public improvements with property equally situated paying equal shares of the costs of the public improvements.

The annual budget is subject to review by City of Lubbock staff and final approval by the City Council. The annual assessments may be adjusted as a result of the City of Lubbock staff review and City Council approval.

Section 6. Apportionment of Cost between the City and the District. The City will not be obligated to provide any funds to finance the proposed public improvements or maintain the public improvements. All of the costs of the proposed public improvements and the maintenance thereof will be paid by the Developer and by assessments of the property within the District.

Section 7. Management of the District. The City will manage the District, or, to the extent allowed by law, the City may contract with either a non-profit, or a for-profit organization to carry out all or a part of the responsibilities of managing the District, including the day-to-day management and administration of the District.

Section 8. Advisory board. An advisory board may be established to develop and recommend an improvement plan to the City Council of the City.

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

[Signature on following page]

**PETITIONERS:**

**KELSEY PARK, LTD.**

By: **FORD DEVELOPMENT PARTNERS, LLC**

By: *RFR*

Rex F. Robertson

Its: Manager

**FP INVESTORS I, LLC**

By: *RFR*

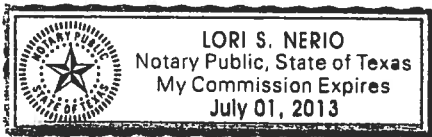
Rex F. Robertson

Its: Manager

THE STATE OF TEXAS     §  
  §  
COUNTY OF DALLAS     §

On this, the 30<sup>th</sup> day of July, 2012, before me, the undersigned Notary Public, personally appeared Rex F. Robertson who acknowledged that he is the Manager of Ford Development Partners, LLC and that he, in such capacity, being duly authorized so to do, executed the foregoing petition for the purposes therein contained by signing his name in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



*Lori S. Nerio*  
Notary Public for the State of TX

LORI S. NERIO  
Printed Name of Notary  
My Commission Expires: 07/01/13

THE STATE OF TEXAS     §  
  §  
COUNTY OF DALLAS     §

On this, the 30<sup>th</sup> day of July, 2012, before me, the undersigned Notary Public, personally appeared Rex F. Robertson who acknowledged that he is the Manager of FP Investors I, LLC and that he, in such capacity, being duly authorized so to do, executed the foregoing petition for the purposes therein contained by signing his name in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

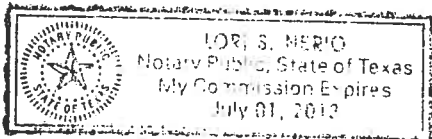
*Lori S. Nerio*

\_\_\_\_\_  
Notary Public for the State of TX

LORI S NERIO

Printed Name of Notary

My Commission Expires: 07/01/13



## Exhibit A

Kelsey Park  
Public Improvement District  
Revised June 11, 2012

	2013	2014	2015	2016	2017	Totals 2013 - 2017
<b>Single-Family</b>						
Total property values	805,000	4,888,800	10,745,000	20,055,000	29,715,000	
Discounted property values (90%)	724,500	4,490,010	9,670,500	18,048,500	26,743,500	
<b>Non Single-Family</b>						
Total property values	130,000	8,003,000	14,828,000	24,152,000	33,802,000	
Discounted property values (90%)	117,000	7,202,700	13,345,200	21,736,800	30,421,800	
<b>Beginning Cash Balance</b>						
	—	1,145	11,482	32,660	10,000	
<b>Receipts</b>						
Assessments on Single-Family @ .15 per \$100	1,087	6,735	14,508	27,074	40,115	89,517
Assessments on non Single-Family @ .05 per \$100	59	3,601	6,673	10,868	15,211	36,412
<b>Total Receipts</b>	<b>1,145</b>	<b>10,336</b>	<b>21,178</b>	<b>37,943</b>	<b>55,326</b>	<b>125,929</b>
<b>Expenditures</b>						
Maintenance costs	12,000	15,000	18,000	21,000	24,000	80,000
Operational costs (1%/year increase)	4,000	4,040	4,080	4,120	4,160	20,400
Contributions by developer	(18,000)	(19,040)	(22,080)			(57,120)
Administrative costs (15% of assessments)				5,891	8,299	13,990
Construction of entrances & street escapes	100,000	100,000	300,000	100,000	300,000	800,000
Construction of park				250,000	500,000	750,000
Paid by developer	(100,000)	(100,000)	(300,000)	(350,000)	(800,000)	(1,650,000)
Park expenses reimbursed to developer				29,791	18,657	48,658
<b>Net Expenditures</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>60,602</b>	<b>55,326</b>	<b>115,928</b>
<b>Net Cash</b>	<b>1,145</b>	<b>10,336</b>	<b>21,178</b>	<b>(22,660)</b>	<b>0</b>	<b>10,000</b>
<b>Ending Cash Balance</b>	<b>1,145</b>	<b>11,482</b>	<b>32,660</b>	<b>10,000</b>	<b>10,000</b>	

F.M. 1585

F.M. 1585



Rex Robertson  
(214) 850-8838



**Regular City Council Meeting**

**6.2.**

**Meeting Date:** 09/13/2012

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**Information**

**Agenda Item**

**Resolution - City Council:** Consider a resolution authorizing the Mayor to submit a letter to Congress supporting GoRail.

**Item Summary**

This letter is to Senator Cornyn, Senator Hutchison, and Representative Neugebauer requesting that common sense regulations of the freight rail industry be kept in place. This letter opposes regulations proposed by Senator Kohl.

**Fiscal Impact**

None.

**Staff/Board Recommending**

Mayor Glen Robertson

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**Attachments**

Resolution & Letters - GoRail

**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 sign on behalf of the City of Lubbock, (3) three letters to Congress supporting GoRail. Said letters are to be sent respectively to the Honorable John Cornyn, United States Senator, the Honorable Kay Bailey Hutchinson, United States Senator, and the Honorable Randy Neugebauer, United States Representative. Said letters are 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 \_\_\_\_\_, 2012.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

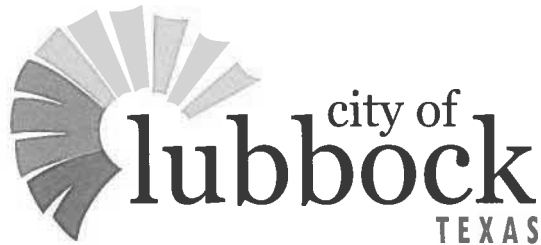
ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Sam Medina, City Attorney

sj/Sam/Resolutions/RES.Letters to Congress-GoRail  
August 31, 2012



September 13, 2012

The Honorable John Cornyn  
United States Senate  
517 Hart Senate Office Building  
Washington, DC 20510

Dear Senator Cornyn:

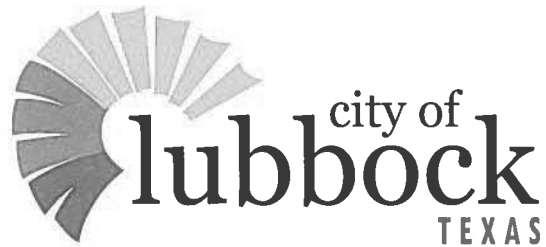
Please keep in place the common sense regulations of the freight rail industry.

The attempt to re-regulate the rail industry is something I have followed over the past several years as proprietor of Robertson Bonded Warehouse, Inc. and more recently in my position as Mayor of the City of Lubbock. I would like to take a moment to express my concerns about how devastating the excessive regulations proposed by Senator Kohl would be on our successful rail industry in Texas. While I recognize the need for moderate regulations, SB 49 goes beyond reasonable to irresponsible and sets the industry up for triple jeopardy.

I appreciate all you have done in Washington to help business succeed in Texas and I ask that you oppose any attempts to re-regulate the industry.

On behalf of your constituents and mine,

Glen C. Robertson  
Mayor



September 13, 2012

The Honorable Kay Bailey Hutchison  
United States Senate  
284 Russell Senate Office Building  
Washington, DC 20510

Dear Senator Hutchison:

Please keep in place the common sense regulations of the freight rail industry.

The attempt to re-regulate the rail industry is something I have followed over the past several years as proprietor of Robertson Bonded Warehouse, Inc. and more recently in my position as Mayor of the City of Lubbock. I would like to take a moment to express my concerns about how devastating the excessive regulations proposed by Senator Kohl would be on our successful rail industry in Texas. While I recognize the need for moderate regulations, SB 49 goes beyond reasonable to irresponsible and sets the industry up for triple jeopardy.

I appreciate all you have done in Washington to help business succeed in Texas and I ask that you oppose any attempts to re-regulate the industry.

On behalf of your constituents and mine,

Glen C. Robertson  
Mayor



September 13, 2012

The Honorable Randy Neugebauer  
United States House of Representatives  
1424 Longworth House Office Building  
Washington, DC 20515

Dear Rep. Neugebauer:

Please keep in place the common sense regulations of the freight rail industry.

The attempt to re-regulate the rail industry is something I have followed over the past several years as proprietor of Robertson Bonded Warehouse, Inc. and more recently in my position as Mayor of the City of Lubbock. I would like to take a moment to express my concerns about how devastating the excessive regulations proposed by Senator Kohl would be on our successful rail industry in Texas. While I recognize the need for moderate regulations, SB 49 goes beyond reasonable to irresponsible and sets the industry up for triple jeopardy.

I appreciate all you have done in Washington to help business succeed in Texas and I ask that you oppose any attempts to re-regulate the industry.

On behalf of your constituents and mine,

Glen C. Robertson  
Mayor



## Regular City Council Meeting

6.3.

Meeting Date: 09/13/2012

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### Information

#### Agenda Item

**Budget Adoption Ordinance 2nd Reading - Finance:** Consider Ordinance 2012-O0100 adopting the FY 2012-13 Operating Budget and Capital Program; providing for necessary transfers of funds between accounts and departments, if required; appropriating funds for the FY 2012-13 Operating Budget and Capital Program of the City of Lubbock; establishing Civil Service classifications and positions; approving all fees, fines, and charges for service; approving inclusion of equipment and property to be purchased as a part of the master lease program; authorizing the Mayor to appropriate certain funding during a duly declared state of disaster; approving the pay plan and personnel; amending section 22.03.084 of the Code of Ordinances of the City of Lubbock by revising water rates as contained therein; amending subsection 22.04.041(b) of the Code of Ordinances of the City of Lubbock by revising wastewater rates as contained therein; accepting the budgets for Lubbock Economic Development Alliance, Market Lubbock, Inc., Civic Lubbock, Inc., Lubbock Emergency Communications District, Vintage Township Public Facilities Corporation, and Meadowbrook Golf Course; providing for publication; and providing for a savings clause.

#### Item Summary

On August 30, 2012 the City Council approved the first reading of the ordinance.

This is the second reading of the ordinance adopting the City's FY 2012-13 Operating Budget and Capital Program. The budget ordinance must be considered prior to consideration of the ordinance on the tax rate.

This ordinance incorporates the operating and capital budgets that have been proposed by the City Manager. The property tax rate in the proposed budget is \$0.49211 per \$100 valuation. A balanced budget must be approved by the City Council.

The following changes that impact the FY 2012-13 Proposed Operating Budget and Capital Program have occurred since the proposed budget was presented to the City Council:

**General Fund – Increased Revenue:** On July 20, 2012, the City received from Lubbock Central Appraisal District (LCAD) certified property tax values, which were higher than their original projections. Due to the increase in values, property tax revenues for operations and maintenance have increased \$298,964. This change is shown on Exhibit B.

**Debt Service Fund – Decreased Revenue:** On July 20, 2012, the City received from LCAD certified property tax values, which were higher than original projections. After the proposed budget was presented and the LCAD figures were received, it was determined that the Debt Service Fund portion of the tax rate could be lowered to \$0.10591 per \$100 valuation. The Debt Service Fund decreased \$288. This change is shown on Exhibit B.

**Lubbock Power and Light Fund:** On the first reading of the ordinance, the City Council voted to approve the budget with changes to the Lubbock Power and Light Budget that took the rate increase out of the budget and reconciled transfers between Lubbock Power and Light and other funds. Those changes are as follows

Decreased revenues:

General Consumers Metered decreased \$13,396,060

Municipal Sales decreased \$290,466  
Sales Tax Commission decreased \$1,205  
Fees and Charges/Outside Work Orders decreased \$448,965

Include the defeasance of the Tax EL&P System Surplus Revenue Refunding Bonds Series 2003 at \$5,640,000.

Decrease Expenses and Transfers out as follows:

Uncollectible accounts decreased \$84,029.  
Transfer to the LP&L Capital Project Fund decreased \$10,090,000  
Transfers in Lieu of Franchise Tax to General Fund and Gateway Fund decreased \$684,331.  
Transfers in Lieu of Property Tax to General Fund decreased \$136,925.

Decreased the reimbursements to Lubbock Power and Light for Utility Collections from Water, Wastewater, Solid Waste, and Storm Water a total of \$405,665.

Capital Program – The following capital projects have been revised subsequent to the completion and presentation of the FY 2012-13 Operating Budget and Capital Program. These changes are shown on Exhibit D.

92283 (2012016) - MGL 6 & 7 Cooling Tower Renovations Increase in Appropriation \$425,000  
Funding – FY 2013 Lubbock Power and Light 10-Year Certificates of Obligation of \$425,000

91170 - Park Playground Replacement Appropriation \$298,964  
Funding - FY 2013 General Fund Pay-As-You-Go Increase of \$298,964

Change the funding Source on the following capital projects from FY 2012-13 LP&L pay-as-you-go to FY 2012-13 10-Year LP&L Certificates of Obligation

92282 Downtown Redevelopment Underground 290,000  
92283 MGL 6 & 7 Cooling Tower Replacement 1,750,000  
92291 Additional MCC for Cooke Station 300,000  
92292 CK2 Boiler Feed Pumps Overhaul 100,000  
92294 GT3 Major Overhaul 850,000  
92295 Critical Valve Overhauls 150,000  
92296 Refurbish CK Startup Transformer 200,000  
92298 Underground Distribution 2,100,000  
92299 Overhead Distribution 1,200,000  
92300 Distribution Transformers 2,300,000  
92303 Cooke CEMS Replacement 150,000  
92305 CK 2 Boiler Controls Replacement 550,000  
92317 CK 2 Cooling Tower Mechanical Refurbishment 150,000  
Total 10,090,000

Transfers - The following transfers have been revised subsequent to the completion and presentation of the FY 2012-13 Operating Budget and Capital Program. These changes are shown on Exhibit C

Transfer from General Fund to Parks Capital Project Fund  
Increase of \$298,964

Economic Development – Increased Revenue: On July 20,2012, the City received from Lubbock Central Appraisal District (LCAD) certified property tax values, which were higher than original projections. Due to the increase in values, property tax revenues for economic development have increased \$772. This change is shown on Exhibit B.

Willow Bend Public Improvement District (PID)- Decreased Revenue: On August 9, 2012, the City Council voted to set the assessment for Willow Bend PID to \$0.0. Due to the decrease in the assessment rate revenue decreased \$10,096. This change is shown in Exhibit B.

Willow Bend PID - Decreased Expenditures: On August 9, 2012, the City Council voted to set the assessment for Willow Bend PID to \$0.0. Due to the decrease in assessment expenditures decreased \$9,000. This change is shown in Exhibit B.

Water base charges are amended as follows to reflect the August 16, 2012 Lubbock Water Advisory Commission recommendation:

Meter Size Base Charge

Three-quarter inch (3/4") meter \$21.00

One inch (1") meter 35.06

One and a half inch (1.5") meter 69.90

Two inch (2") meter 112.35

Three inch (3") meter 223.96

Four inch (4") meter 349.89

Six inch (6") meter 699.59

Eight inch (8") meter 1,119.38

Ten inch (10") meter 1,609.28

Water Volume Rates are amended as follows:

Block 1 4.00 per 1,000 gallons

Block 2 5.46 per 1,000 gallons

Block 3 6.55 per 1,000 gallons

Section 22.03.085 (9) Water Volume Rate Generally be deleted. This section of the Code of Ordinances to be deleted reads as follows:

Customers with AWC of 2,000 or Less - Customers with an Average Winter Consumption (AWC) of 2,000 gallons or less shall not pay a volume charge on the first 2,000 gallons of water as this amount is included in the monthly base charge as set forth in Section 28-52 of this Code of Ordinances, but said customers shall thereafter pay a volume charge for any amounts used over 2,000 gallons.

THAT the Water Base Charge as set forth in this Ordinance, except as otherwise provided herein, shall be effective for all billings for such services dated on or after December 1, 2012. The Water Base Charge currently in effect shall remain in effect until the effective date of the Water Base Charge, as set forth herein.

Fee Schedule-

Municipal Athletic Field Fee – Cross Country Users \$3

This fee has been in place for many years and is currently being charged to cross country field users at \$2. The adjustment to this fee will cover course maintenance costs.

Field Reservation Field Preparation Fee \$50

Paid by renters for Parks & Recreation staff to prepare fields prior to and after private tournaments.

Tournament Rental – City Staff Fee (per person/per hour) \$25

A site supervisor is not currently required. Newly proposed changes will require a City maintenance staff person on site during the tournament rental. The fee will remain the same.

Tournament Rental Concession Sales (per day/per quad) – Non-Profit \$50

This will replace the 20% commission fee that has been charged in past years. The goal of this fee is to make for easier collection for all parties involved.

Tournament Rental Non-food Sales (per day) – Non-Profit \$25

This will replace the 20% commission fee that has been charged in past years. The goal of this fee is to make for easier collection for all parties involved.

Position Control –

Police – Job Grade Summary changes for organizational assignments and related promotions.

Increased number of Police Sergeants from 55 to 57  
Increased number of Police Corporals from 67 to 71  
Decreased number of Police Officers from 281 to 275

Fire – Job Grade Summary changes for organizational assignments and related promotions.  
Increased number of Fire Captains from 26 to 27  
Decreased number of Fire Lieutenants from 55 to 54

**Fiscal Impact**

The tax rate is scheduled to be adopted at the September 13, 2012, City Council Meeting.

**Staff/Board Recommending**

Cheryl Brock, Budget Director

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**Attachments**

FY 2012-13 Budget Ordinance

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

AN ORDINANCE APPROVING AND ADOPTING A BUDGET FOR FISCAL YEAR 2012-13; PROVIDING FOR NECESSARY TRANSFERS OF FUNDS BETWEEN ACCOUNTS AND DEPARTMENTS, IF REQUIRED; APPROPRIATING FUNDS FOR THE FISCAL YEAR 2012-13 OPERATING BUDGET AND CAPITAL PROGRAM OF THE CITY OF LUBBOCK; ESTABLISHING CIVIL SERVICE CLASSIFICATIONS AND POSITIONS; APPROVING ALL FEES, FINES, AND CHARGES FOR SERVICE; APPROVING INCLUSION OF EQUIPMENT AND PROPERTY TO BE PURCHASED AS A PART OF THE MASTER LEASE PROGRAM; AUTHORIZING THE MAYOR TO APPROPRIATE CERTAIN FUNDING DURING A DULY DECLARED STATE OF DISASTER; APPROVING THE PAY PLAN AND PERSONNEL; AMENDING SECTION 22.03.084 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY REVISING WATER RATES AS CONTAINED THEREIN; AMENDING SUBSECTION 22.04.041(b) OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY REVISING WASTEWATER RATES AS CONTAINED THEREIN; ACCEPTING THE BUDGETS FOR LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, MARKET LUBBOCK, INC., CIVIC LUBBOCK, INC., LUBBOCK EMERGENCY COMMUNICATION DISTRICT, VINTAGE TOWNSHIP PUBLIC FACILITIES CORPORATION, AND MEADOWBROOK GOLF COURSE; PROVIDING FOR PUBLICATION; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, the City Manager has prepared certain figures for the Fiscal Year 2012-13 Proposed Operating Budget and Capital Program (Proposed Budget) and has submitted the same to the City Council; and

WHEREAS, the City Manager filed the Proposed Budget with the City Secretary for the fiscal year beginning October 1, 2012; and

WHEREAS, the City Secretary posted notice that the Proposed Budget had been filed and a public hearing called thereon by the City Council at City Hall; and

WHEREAS, the City Council determined that the Proposed Budget, as revised, is appropriate and correct in all respects and that all requirements of the law have been satisfied; and

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interest of the citizens of the City of Lubbock to adjust the water rates, and wastewater volume charge within the City of Lubbock to reflect cost of service; NOW THEREFORE:

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

SECTION 1. THAT the budget proposed by the City Manager and filed with the City Secretary for fiscal year October 1, 2012 through September 30, 2013, which is attached hereto as Exhibit A, be and is hereby approved and adopted as the FY 2012-13 Adopted Operating Budget and Capital Program (Adopted Budget), and made a part of this ordinance for all purposes.

SECTION 2. THAT a summary of estimated and forecasted revenues, appropriations, and any utilization of net assets for all Funds of the City is hereby approved in all respects and is attached hereto as Exhibit B.

SECTION 3. THAT any necessary transfer of funds between accounts below the department level recommended by the City Manager for City purposes or as a result of unusual or unforeseen conditions during the administration of the Adopted Budget are hereby approved, however, any transfer of funds between departments shall be presented to the City Council for approval by ordinance before such funds can be transferred between funds or expended. A listing of transfers between funds that are included in the Adopted Budget are attached hereto as Exhibit C.

SECTION 4. THAT to the extent that actual revenues are projected to be less than the budgeted revenues, the City Manager is authorized to reduce spending as necessary in order to prevent expenditures from exceeding available revenue sources; and that in the event such action is taken, the City Manager shall immediately notify the City Council in writing with appropriate explanation.

SECTION 5. THAT all balances of appropriation in each fund, which support authorized obligations, or are encumbered at the close of business for the fiscal year ended September 30, 2012, are hereby declared to be re-appropriated into the Adopted Budget beginning October 1, 2012.

SECTION 6. THAT a copy of the Adopted Budget shall be filed with appropriate officials as required by law.

SECTION 7. THAT in accordance with Section 2.06.109 of the Code of Ordinances of the City of Lubbock, the civil service classifications and positions set forth in the Adopted Budget are hereby established by Ordinance.

SECTION 8. THAT the funding, as set forth in the Adopted Budget, and as also set forth in the Capital Program, are hereby appropriated by project and scope as set forth in the Capital Budget. A Capital Program Summary is attached hereto as Exhibit D.

SECTION 9. THAT any additional appropriation or the addition of capital projects shall be presented to the City Council for approval by ordinance before such funds can be expended. The appropriation for a project in the Capital Program shall

continue in force until the purpose for which the appropriation was made has been accomplished or abandoned.

SECTION 10. THAT the inclusion of equipment and property to be purchased as a part of the Master Lease Program is hereby approved and the City Manager and/or Director of Finance and/or his or her designee are hereby directed to execute any and all documents necessary to consummate such purchases as outlined in the Master Lease Vehicle Replacement Schedule, set forth on Exhibit E and in the Master Lease Equipment Replacement Schedule, set forth on Exhibit F.

SECTION 11. THAT during a duly declared state of disaster the Mayor may authorize up to \$500,000 from the General Fund, or other funds as appropriate, to be reimbursed by state or federal funds, for expenditures related to widespread or severe damage, injury, or loss of property.

SECTION 12. THAT all fees, fines and charges for service are approved as listed in Exhibit A.

SECTION 13. THAT the pay plan is approved as listed in Exhibit G. Said pay plan shall include a pay increase of 3% for all personnel in all funds.

SECTION 14. THAT personnel is adopted as reflected in Exhibit H. Sworn Police Officers totaling 428 are authorized and funded. The additional number of sworn police officers, totaling 38, needed to reach the two per 1,000 population ratio are authorized but unfunded.

SECTION 15. THAT the City of Lubbock has heretofore established a municipal drainage utility pursuant to Chapter 552 of the Local Government Code and the City Council of the City of Lubbock has heretofore established a schedule of drainage charges for such utility as adopted in Ordinance No. 2011-00080, which said schedule shall remain in force and effect as set forth therein.

SECTION 16: THAT Subsection 22.04.041(b) of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

Section 22.04.041 Rates charged for wastewater service

- (b) In addition to the base charge, the city, through the city manager, shall determine the volume of wastewater flow produced by each customer as described herein and each customer shall pay the wastewater volume rate per one thousand (1,000) gallons, which shall be as follows:

Flow rate: \$2.25

The volume of wastewater flow produced by a single family residential customer and customers not required to meter as provided in section 22.04.042 of the Code of Ordinances of the City of Lubbock shall be determined by calculating the average water volume used as measured by the non-irrigation meter readings for the months of November, December, January and February. This volume shall be defined as the household based consumption (HBC), and it shall be updated for billing purposes in March of each year. In the event a residential customer or premises (i.e., a new premises) does not have a water consumption history for such months, a water volume of 7,000 gallons per month shall be utilized by default. The volume of wastewater flow produced by other customers shall be determined as provided for in section 22.04.042 of the Code of Ordinances of the City of Lubbock.

SECTION 17: THAT the Wastewater Volume Charge as set forth in this Ordinance shall be effective for all billings for such services dated on or after December 1, 2012. The Wastewater Base Charge currently in effect shall remain in effect until the effective date of the Wastewater Volume Charge as set forth herein.

SECTION 18: THAT Section 22.03.084 of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

Section 22.03.084 Water Base Charge

The City, through the City Manager, shall charge and collect from every customer and every customer shall pay a monthly base charge for water which shall be billed to all customers based upon the water meter size as follows:

<u>Meter Size</u>	<u>Base Charge</u>
Three-quarter inch (3/4") meter	\$21.00
One inch (1") meter	35.06
One and a half inch (1.5") meter	69.90
Two inch (2") meter	112.35
Three inch (3") meter	223.96
Four inch (4") meter	349.89
Six inch (6") meter	699.59
Eight inch (8") meter	1119.38
Ten inch (10") meter	1609.28

SECTION 19: THAT Section 22.03.085 of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

Section 2.03.085 Water Volume Rate

Block 1	4.00 per 1,000 gallons
Block 2	5.46 per 1,000 gallons
Block 3	6.55 per 1,000 gallons

SECTION 20. THAT Section 22.03.085(9) of the Code or Ordinances, City of Lubbock, Texas is hereby amended by deleting Section 22.03.085(9).

SECTION 21. THAT the City Council finds and declares that sufficient written notice of the date, hour, place and subject of this meeting of the Council was posted at a designated place convenient to the public at the City Hall for the time required by law preceding this meeting, that such place of posting was readily accessible at all times to the general public, and that all of the foregoing was done as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents of posting hereof.

SECTION 22. THAT the City Secretary is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method of publication as provided by law.

SECTION 23. 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.

SECTION 24. THAT the proposed budgets of the following Component Units and Related Entities are accepted as presented by their Boards: Lubbock Economic Development Alliance, Market Lubbock, Inc., Civic Lubbock, Inc., Lubbock Emergency Communication District, Vintage Township Public Facilities Corporation, and Meadowbrook Golf Course.

SECTION 25. THAT matters revised after the proposed budget was filed with the City Secretary are as follows:

**Water Rates –**

Water Base Charges are amended as follows to reflect the August 16, 2012 Lubbock Water Advisory Commission recommendation:

<u>Meter Size</u>	<u>Base Charge</u>
Three-quarter inch (3/4") meter	\$21.00
One inch (1") meter	35.06
One and a half inch (1.5") meter	69.90

Two inch (2") meter	112.35
Three inch (3") meter	223.96
Four inch (4") meter	349.89
Six inch (6") meter	699.59
Eight inch (8") meter	1119.38
Ten inch (10") meter	1609.28

Water Volume Rates are amended as follows:

Block 1	4.00 per 1,000 gallons
Block 2	5.46 per 1,000 gallons
Block 3	6.55 per 1,000 gallons

Section 22.03.085 (9) Water Volume Rate generally be deleted.

THAT the Water Base Charge as set forth in this Ordinance, except as otherwise provided herein, shall be effective for all billings for such services dated on or after December 1, 2012. The Water Base Charge currently in effect shall remain in effect until the effective date of the Water Base Charge, as set forth herein.

**General Fund –**

Increased Revenue:

Property Tax – increase in certified values	\$298,964
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Increased Transfer:

Transfer to Park Playground Replacement	298,964
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**Debt Service Fund –**

Decreased Revenue:

Property Tax–reduced rate due to increase in certified values	(288)
Utilization of Net Assets	288

**Economic Development Fund –**

Increased Revenue:

Property Tax – increase in certified values	772
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**Lubbock Power and Light Fund**

Decreased Revenue:

General Consumers Metered	(13,396,060)
Municipal Sales	(290,466)
Sales Tax Commission	(1,205)
Fees and Charges/Outside Work Orders	(448,965)

Increase – Bond Defeasance

Tax EL&P System Surplus Revenue Refunding Bonds  
Series 2003 5,640,000

Decreased Expenses:  
Uncollectible Accounts (84,029)

Decreased Transfers Out:  
Transfer to LP&L Capital Project Fund (10,090,000)  
In Lieu of Franchise Tax (General Fund) (410,599)  
In Lieu of Franchise Tax (Gateway Fund) (273,732)  
In Lieu of Property Tax (136,925)

Decreased Reimbursements for Utility Collections:  
Reimbursement – Utility Collections Water (206,482)  
Reimbursement – Utility Collections Wastewater (92,578)  
Reimbursement – Utility Collections Solid Waste (49,107)  
Reimbursement – Utility Collections Storm Water (57,498)

**Willow Bend PID –**

Decreased Revenue:  
Assessments – Assessment rate set to 0 for 2012 (10,096)  
Decreased Expenditures:  
Expenditures (9,000)

**Capital Program –**

92283 (2012016) – MGL 6 & 7 Cooling Tower Renovations  
Increase Appropriation 425,000  
Increase Funding – FY 2013 10-Year LP&L  
Certificates of Obligation 425,000  
91170 – Park Playground Replacement  
Appropriation 298,964  
Funding – Pay-As-You-Go 298,964

**Lubbock Power and Light Capital Funding Source Change**

Change Funding Source on the following Capital Improvement Projects from FY  
2013 LP&L Pay-As-You-Go to FY 2013 10-Year LP&L Certificates of Obligation

<b>Project Number</b>	<b>Project Name</b>	<b>FY 2013 10-Year LP&amp;L CO's</b>
92282	Downtown Redevelopment Underground	290,000
92283	MGL 6 & 7 Cooling Tower Replacement	1,750,000
92291	Additional MCC for Cooke Station	300,000
92292	CK2 Boiler Feed Pumps Overhaul	100,000
92294	GT3 Major Overhaul	850,000
92295	Critical Valve Overhauls	150,000
92296	Refurbish CK Startup Transformer	200,000
92298	Underground Distribution	2,100,000
92299	Overhead Distribution	1,200,000
92300	Distribution Transformers	2,300,000
92303	Cooke CEMS Replacement	150,000
92305	CK 2 Boiler Controls Replacement	550,000
92317	CK 2 Cooling Tower Mechanical Refurbishment	150,000
<b>Total</b>		<b>10,090,000</b>

**Fee Schedule –**

Municipal Athletic Field Fee – Cross Country Users	\$3
Field Reservation Field Preparation Fee	\$50
Tournament Rental – City Staff Fee (per person/per hour)	\$25
Tournament Rental Concession Sales (per day/per quad) – Non-Profit	\$50
Tournament Rental Non-food Sales (per day) – Non-Profit	\$25

**Positions –**

Police – Job Grade Summary

Increased number of Police Sergeants from 55 to 57  
Increased number of Police Corporals from 67 to 71  
Decreased number of Police Officers from 281 to 275

Fire – Job Grade Summary

Increased number of Fire Captains from 26 to 27  
Decreased number of Fire Lieutenants from 55 to 54

AND IT IS SO ORDERED

Passed by the City Council on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

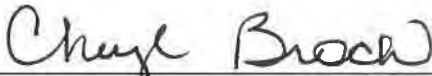
Passed by the City Council on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR


ATTEST:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Cheryl Brock,  
Budget Director

APPROVED AS TO FORM:

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

Budget Ordinance12-13.com 9-4-12

# Exhibit B - All Funds Summary

	<b>Budget</b>
	<b>FY 2012-13</b>
<b>General Fund Revenue Sources</b>	
Taxes	
Property Tax	\$ 43,799,854
Delinquent Taxes	915,000
Sales Tax	52,577,969
Mixed Beverage Tax	870,482
Bingo Tax	285,358
Suddenlink	1,142,025
Xcel Energy	-
South Plains Electric Cooperative	598,972
Atmos	1,575,000
West Texas Gas	-
Telecom Right of Way	1,871,089
Development Services	126,696
General Government	69,903
City Secretary	312,290
Public Safety	1,096,650
Public Works	79,100
Public Health	16,990
Animal Shelter	126,000
Cultural/Recreational	984,529
Museum	215,150
Licenses and Permits	2,144,489
Intergovernmental	575,413
Fines and Forfeitures	3,283,600
Interest Earnings	-
Rental	9,756
Recoveries of Expenditures	720,621
Other	1,373,355
Transfers from Special Revenue Funds	299,720
Transfers from LP&L	8,205,106
Transfers from Water Fund	9,245,651
Transfers from Wastewater Fund	3,753,409
Transfers from Solid Waste	2,347,431
Transfers from Airport Fund	1,603,080
Transfers from Stormwater	2,138,307
Other Transfers	-
<b>Total General Fund Revenue</b>	<b>\$ 142,362,995</b>
Utilization of Net Assets	1,140,000

# Exhibit B - All Funds Summary

	<b>Budget FY 2012-13</b>
<b>General Fund Appropriation Units</b>	
Administrative Services:	
City Attorney	\$ 1,790,771
City Council	432,864
City Manager	440,728
City Secretary	758,121
Facilities Management	2,996,042
Finance	2,310,955
Human Resources	383,324
Internal Audit	172,325
Non-departmental	6,334,612
<b>Administrative Services Appropriation</b>	<b>15,619,742</b>
Community Services:	
Building Inspection	1,609,363
Planning	550,818
<b>Community Services Appropriation</b>	<b>2,160,181</b>
Cultural and Recreation Services:	
Library	3,622,433
Museums	858,663
Parks	8,881,854
<b>Cultural and Recreation Appropriation</b>	<b>13,362,951</b>
Public Works:	
Engineering	1,193,393
Streets	2,887,124
Traffic	3,154,739
<b>Public Works Appropriation</b>	<b>7,235,255</b>
Public Safety Health Services:	
Animal Services	1,776,541
Fire	38,744,926
Public Health	619,776
Municipal Court	1,525,390
Police	56,590,651
Vector Control	386,143
<b>Public Safety &amp; Health Services Appropriation</b>	<b>99,643,428</b>
Other Appropriation:	
Transfers	3,660,339
3 Percent Salary Increase	2,571,099
Payroll Accrual/Other Adjustments	(750,000)
<b>Other Appropriation</b>	<b>5,481,438</b>
<b>Total General Fund Appropriation</b>	<b>\$ 143,502,995</b>

# Exhibit B - All Funds Summary

	Budget FY 2012-13
<b>Debt Service Fund Revenue Sources</b>	
Tax Collection	\$ 13,210,350
Unallocated Bond Interest	42,973
Interest on Investments	-
HUD 108 Loan Program	-
Transfer from TIF	3,248,999
Transfer from CBD TIF	129,698
Transfer from Hotel Tax Fund	97,323
Transfer from Gateway	8,285,500
Transfer from Stormwater (Street Maintenance)	5,321,023
Subsidy on BABs	458,899
<b>Total Debt Service Fund Revenue</b>	<b>30,794,764</b>
Utilization of Net Assets	67,532
<b>Debt Service Fund Expenditures</b>	
General Obligation Bonds	13,057,585
TIF	3,276,857
CBD TIF	133,217
Gateway	8,429,931
Stormwater (Street Maintenance)	5,321,023
Hotel Tax	97,323
HUD 108 Loan Program	-
Fiscal Agent Fees	15,500
Transfer to Civic Centers	530,859
<b>Total Debt Service Appropriation</b>	<b>30,862,295</b>
<b>Fleet Services Fund</b>	
Total Fleet Service Fund Revenue	1,095,378
Utilization of Net Assets	208,534
Total Fleet Service Appropriation	1,303,912
<b>Health Benefits Fund</b>	
Total Health Benefits Fund Revenue	33,279,960
Total Health Benefits Appropriation	31,492,580
<b>Information Technology Fund</b>	
Total Information Technology Fund Revenue	9,418,772
Total Information Technology Appropriation	9,404,121
<b>Investment Pool Fund</b>	
Total Investment Pool Fund Revenue	536,513
Utilization of Net Assets	-
Total Investment Pool Appropriation	536,513
<b>Print Shop and Warehouse Fund</b>	
Total Print Shop and Warehouse Fund Revenue	898,605
Utilization of Net Assets	-
Total Print Shop and Warehouse Appropriation	622,158
<b>Risk Management Fund</b>	
Total Risk Management Fund Revenue	5,980,372
Utilization of Net Assets	3,077,107
Total Risk Management Fund Appropriation	9,057,479
<b>Airport Fund</b>	
Total Airport Fund Revenue	10,908,767
Utilization of Net Assets	28,282
Total Airport Fund Appropriation	10,937,049
<b>Cemetery Fund</b>	
Total Cemetery Fund Revenue	421,500
Transfer from General Fund	80,234
Utilization of Net Assets	217,372
Total Cemetery Fund Appropriation	719,106

# Exhibit B - All Funds Summary

	Budget FY 2012-13
<b>Civic Centers Fund</b>	
Total Civic Center Fund Revenue	\$ 655,000
Transfer from General Fund	510,084
Transfer from HOT Fund	1,683,436
Transfer from Debt Service Fund	530,859
Utilization of Net Assets	-
Total Civic Center Fund Appropriation	3,379,380
<b>Lake Alan Henry Fund</b>	
Total Lake Alan Henry Fund Revenue	468,200
Utilization of Net Assets	163,561
Total Lake Alan Henry Fund Appropriation	631,761
<b>Lubbock Power and Light Fund</b>	
Total Lubbock Power and Light Fund Revenue	195,748,273
Utilization of Net Assets	7,343,067
Total Lubbock Power and Light Fund Appropriation	203,091,340
<b>Solid Waste Utility Fund</b>	
Total Solid Waste Utility Fund Revenue	19,682,046
Utilization of Net Assets	2,212,771
Total Solid Waste Utility Fund Appropriation	21,894,817
<b>Storm Water Utility Fund</b>	
Total Storm Water Utility Fund Revenue	18,991,980
Utilization of Net Assets	2,543,227
Total Storm Water Utility Fund Appropriation	21,535,207
<b>Transit Fund</b>	
Total Transit Fund Revenue	10,037,803
Transfer from General Fund	1,431,877
Utilization of Net Assets	-
Total Transit Fund Appropriation	11,469,680
<b>Wastewater Utility Fund</b>	
Total Wastewater Utility Fund Revenue	34,856,093
Total Wastewater Utility Fund Appropriation	-
<b>Water Utility Fund</b>	
Total Water Utility Fund Revenue	74,008,602
Utilization of Net Assets	2,881,655
Total Water Utility Fund Appropriation	-
<b>Abandoned Vehicle Fund</b>	
Total Abandoned Vehicle Fund Revenue	480,000
Utilization of Net Assets	319,720
Total Abandoned Vehicle Fund Appropriation	799,720
<b>Animal Assitance Program</b>	
Total Animal Assitance Program Fund Revenue	90,000
Utilization of Net Assets	-
Total Animal Assitance Program Fund Appropriation	90,000
<b>Central Business District TIF Fund</b>	
Total Central Business District TIF Fund Revenue	619,504
Utilization of Net Assets	732,141
Total Central Business District TIF Fund Appropriation	1,351,645
<b>Community Development Fund</b>	
Total Community Development Fund Revenue	3,261,540
Total Community Development Fund Appropriation	3,261,540
<b>Criminal Investigation Fund</b>	
Total Criminal Investigation Fund Revenue	-
Utilization of Net Assets	-
Total Criminal Investigation Fund Appropriation	-

# Exhibit B - All Funds Summary

	Budget FY 2012-13
<b>Department of Justice Asset Sharing</b>	
Total Department of Justice Asset Sharing Revenue	\$ -
Utilization of Net Assets	-
Total Department of Justice Asset Sharing Appropriation	-
<b>Economic Development Fund</b>	
Total Economic Development Fund Revenue	3,666,908
Total Economic Development Fund Appropriation	3,666,136
<b>Emergency Management Grant Fund</b>	
Total Emergency Mgt Grant Fund Revenue	390,612
Total Emergency Management Grant Fund Appropriation	390,612
<b>Gateway Streets Fund</b>	
Total Gateway Streets Fund Revenue	7,048,336
Utilization of Net Assets	1,244,428
Total Gateway Streets Fund Appropriation	8,292,764
<b>Hotel Occupancy Tax Fund</b>	
Total Hotel Motel Tax Fund Revenue	5,144,856
Utilization of Net Assets	-
Total Hotel Motel Tax Fund Appropriation	5,144,856
<b>Juvenile Case Manager Fund</b>	
Total Juvenile Case Manager Fund Revenue	41,451
Total Juvenile Case Manager Fund Appropriation	41,451
<b>Lubbock Business Park TIF</b>	
Total Lubbock Business Park TIF Revenue	251,995
Total Lubbock Business Park TIF Appropriation	10,000
<b>Lubbock Economic Development Alliance Fund</b>	
Total Lubbock Economic Development Alliance Fund Revenue	4,779,816
Total Lubbock Economic Development Alliance Fund Appropriation	4,779,816
<b>Municipal Court Fund</b>	
Total Municipal Court Fund Revenue	232,697
Utilization of Net Assets	95,534
Total Municipal Court Fund Appropriation	328,231
<b>North Overton Public Improvement District Fund</b>	
Total North Overton Public Improvement District Fund Revenue	455,238
Utilization of Net Assets	20,380
Total North Overton Public Improvement Improvement District Fund Appropriation	475,618
<b>North Overton Tax Increment Fund</b>	
Total North Overton Tax Increment Fund Revenue	3,291,821
Utilization of Net Assets	-
Total North Overton Tax Increment Fund Appropriation	3,291,821
<b>North Point Public Improvement District Fund</b>	
Total North Pointe Public Improvement District Fund Revenue	76,244
Utilization of Net Assets	76,779
Total North Pointe Public Improvement Improvement District Fund Appropriation	153,023
<b>Quincy Park Public Improvement District Fund</b>	
Total Quincy Park Public Improvement District Fund Revenue	36,558
Utilization of Net Assets	817
Total Quincy Park Public Improvement District Fund Appropriation	37,375
<b>Valencia Public Improvement District Fund</b>	
Total Valencia Public Improvement District Fund Revenue	3,527
Total Valencia Township Public Improvement District Fund Appropriation	3,500
<b>Vintage Township Public Improvement District Fund</b>	
Total Vintage Township Public Improvement District Fund Revenue	236,369
Total Vintage Township Public Improvement District Fund Appropriation	236,369
<b>Willow Bend Public Improvement District Fund</b>	
Total Willow Bend Public Improvement District Fund Revenue	-
Total Willow Bend Public Improvement District Fund Appropriation	-

# Exhibit B - All Funds Summary

	<b>Budget FY 2012-13</b>
<b>Lubbock Economic Development Alliance</b>	
Total Lubbock Economic Development Alliance Revenue	\$ 7,404,486
Utilization of Net Assets	100,007
Total Lubbock Economic Development Alliance Appropriation	7,504,493
<b>Market Lubbock, Inc.</b>	
Total Market Lubbock, Inc. Revenue	3,354,412
Utilization of Net Assets	19,734
Total Market Lubbock Inc. Appropriation	3,374,146
<b>Market Lubbock, Inc. - Visit Lubbock, Inc.</b>	
Total Market Lubbock, Inc. - Visit Lubbock, Inc. Revenue	2,010,606
Utilization of Net Assets	220,535
Total Market Lubbock Inc. - Visit Lubbock, Inc. Appropriation	2,231,141
<b>Market Lubbock, Inc. - Sports Authority</b>	
Total Market Lubbock, Inc. - Sports Authority Revenue	789,429
Utilization of Net Assets	38,918
Total Market Lubbock Inc. - Sports Authority Appropriation	828,347
<b>Civic Lubbock, Inc</b>	
Total Civic Lubbock, Inc. Revenue	1,965,058
Utilization of Net Assets	60,000
Total Civic Lubbock, Inc. Appropriation	2,025,058
<b>Lubbock Emergency Communications District</b>	
Total Lubbock Emergency Communications District Revenue	2,364,000
Utilization of Net Assets	2,092,500
Total Lubbock Emergency Communications District Appropriation	4,456,500
<b>Vintage Township Public Facilities Corporation</b>	
Total Vintage Township Public Facilities Corporation Revenue	211,591
Utilization of Net Assets	-
Total Vintage Township Public Facilities Corporation Appropriation	211,591
<b>Meadowbrook Golf Course</b>	
Total Meadowbrook Golf Course Revenue	1,470,000
Total Meadowbrook Golf Course Appropriation	1,311,601

# Exhibit C - Transfers Summary

To	From	Description	Amount
Airport Capital Projects Fund	Airport Enterprise Fund	Airport Pay-as-you-go Capital	\$ 775,000
Airport Enterprise Fund	Airport PFC Fund	Airport PFC Debt Service	2,516,537
Central Business District TIF Capital Project Fund	Central Business District TIF	Central Business District TIF Pay-as-you-go	800,000
Civic Center Enterprise Fund	General Fund	Civic Center Operations	510,084
Civic Center Enterprise Fund	Hotel Occupancy Tax Fund	Civic Center Operations/Marketing	1,683,436
Civic Center Enterprise Fund	Debt Service Fund	Debt Service Payment	530,859
Civic Lubbock	Hotel Occupancy Tax Fund	Civic Lubbock Operations	304,637
Cemetery Enterprise Fund	General Fund	Civic Center Operations	80,234
Debt Service Fund	Central Business District TIF	Debt Service Payment	129,698
Debt Service Fund	Gateway Streets Fund	Debt Service Payment	8,296,726
Debt Service Fund	Hotel Occupancy Tax Fund	Debt Service Payment	97,323
Debt Service Fund	North Overton TIF	Debt Service Payment	3,249,097
Debt Service Fund	Stormwater Enterprise Fund	Debt Service Payment	5,321,023
Emergency Management	General Fund	Grant Match	274,180
Gateway Streets Fund	Lubbock Power & Light	Payment in Lieu of Franchise Fee	3,590,278
General Fund	Abandoned Vehicle	Master Lease Payment	299,720
General Fund	Airport Enterprise Fund	Aircraft Rescue Fire Fighting (ARFF)	1,390,650
General Fund	Airport Enterprise Fund	Indirect Cost	212,430
General Fund	Lubbock Power & Light	Payment in Lieu of Franchise Fee	5,385,417
General Fund	Lubbock Power & Light	Payment in Lieu of Property Tax	1,795,079
General Fund	Lubbock Power & Light	Indirect Cost	1,024,610
General Fund	Solid Waste Enterprise Fund	Cost of Business	1,180,923
General Fund	Solid Waste Enterprise Fund	Indirect Cost	247,362
General Fund	Solid Waste Enterprise Fund	Paved/Unpaved Streets	572,710
General Fund	Solid Waste Enterprise Fund	Payment in Lieu of Property Tax	346,436
General Fund	Stormwater Enterprise Fund	Payment in Lieu of Franchise Fee	1,139,519
General Fund	Stormwater Enterprise Fund	Indirect Cost	110,646
General Fund	Stormwater Enterprise Fund	Playa Lake	276,038
General Fund	Stormwater Enterprise Fund	Payment in Lieu of Property Tax	612,104
General Fund	Wastewater Enterprise Fund	Payment in Lieu of Franchise Fee	2,091,366
General Fund	Wastewater Enterprise Fund	Indirect Cost	317,057
General Fund	Wastewater Enterprise Fund	Payment in Lieu of Property Tax	1,344,987
General Fund	Water Enterprise Fund	Payment in Lieu of Franchise Fee	4,440,516
General Fund	Water Enterprise Fund	Indirect Cost	1,026,626
General Fund	Water Enterprise Fund	Paved Streets	726,975
General Fund	Water Enterprise Fund	Payment in Lieu of Property Tax	3,051,534
General Facilities Capital Project Fund	General Fund	General Fund Pay-as-you-go Capital	700,000
General Facilities Capital Project Fund	Stormwater Enterprise Fund	Permitting and land Use System Capital Project	220,000
General Facilities Capital Project Fund	Wastewater Enterprise Fund	Permitting and land Use System Capital Project	220,000
General Facilities Capital Project Fund	Water Enterprise Fund	Permitting and land Use System Capital Project	220,000
Grant Fund	Transit	Grant Funds	1,717,909
Health Benefits Fund	Risk Management Fund	Health Benefits Operations	3,000,000
Lubbock Power & Light	Solid Waste Enterprise Fund	Utility Collections	610,487
Lubbock Power & Light	Stormwater Enterprise Fund	Utility Collections	714,797
Lubbock Power & Light	Wastewater Enterprise Fund	Utility Collections	1,150,915
Lubbock Power & Light	Water Enterprise Fund	Utility Collections	2,566,959
Lubbock Power & Light Capital Project Fund	Lubbock Power & Light	LP&L Pay-as-you-go Capital	4,824,000
North Overton TIF	Hotel Occupancy Tax Fund	North Overton TIF	472,843
Parks Capital Project Fund	General Fund	General Fund Pay-as-you-go Capital	663,964
Print Shop/Warehouse Fund	Risk Management Fund	Print Shop/Warehouse Operations	229,182
Solid Waste Capital Project Fund	Solid Waste Enterprise Fund	Solid Waste Pay-as-you-go Capital	132,000
Stormwater Capital Projects Fund	Stormwater Enterprise Fund	Stormwater Pay-as-you-go Capital	750,000
Transit Enterprise Fund	General Fund	Transit Operations	1,431,877
Vintage Township PFC	Vintage Township PID	Debt Service Payment	211,591
Wastewater Capital Project Fund	Wastewater Enterprise Fund	Wastewater Pay-as-you-go Capital	975,000
Wastewater Enterprise Fund	Solid Waste Enterprise Fund	Environmental Compliance	42,147
Wastewater Enterprise Fund	Water Enterprise Fund	Environmental Compliance	42,147
Water Capital Projects Fund	Water Enterprise Fund	Water Pay-as-you-go Capital	200,000
Water Enterprise Fund	Lake Alan Henry Fund	Lake Alan Henry Debt Service	130,701

# Exhibit D - Capital Program Summary

Project Number	Project Name	Appropriation to Date	Appropriation FY 2012-13
8070	Video Inspection of Storm Sewers	\$ 3,000,000	600,000
8491	FEMA Restudy - System C1 and System E	600,000	-
8505	Wastewater Resources Master Plan	7,335,000	-
8521	Community Center Renovations - Various Locations	524,000	-
8524	Canyon Lake System Reuse Study	1,419,800	-
8529	Airport Demolition	365,500	-
8531	Land Application Optimization	400,000	-
8532	Supplemental Water Supply for LAH	1,300,000	-
8534	FEMA Restudy - System G	500,000	-
8536	Facility Demolition	732,748	150,000
8537	Gateway Streets ROW Coordination	500,000	-
8538	Project Archaeology	1,000,000	-
8540	Well Plugging	650,000	200,000
8541	Bailey County Well Field Modeling	50,000	-
8543	Lake Alan Henry Repairs/Maintenance	5,505,889	2,000,000
8544	*	145,000	-
8545	Concrete Drainage Channel Repairs	365,000	-
8549	Traffic Lights Marsha Sharp Freeway Phase IV	107,927	-
8550	Golf Course Improvements	335,266	53,400
8551	GIS Digital Orthophotos and Contours	800,000	-
8552	Airfield Asphalt Repair	900,000	300,000
8555	Sanitary Sewer Manhole Adjustments	250,000	-
8556	Tank Rehabilitation at the Water Treatment Plant	900,000	-
8559	98th Street Sanitary Sewer Remediation	17,600,000	-
8560	*	30,000	-
8562	*	370,000	-
8563	Sign Upgrades and Replacement	348,634	-
8568	Wildlife Hazard Assessment	105,263	-
8571	Quaker/Erskine/Loop 289 Interchange	3,655,160	-
8573	*	100,000	250,000
8574	Sewer Pipeline Dredging	1,000,000	500,000
8575	Shallowater Well Field Decommission	400,000	-
8576	Pump Station No. 10 Infiltration Study	200,000	-
8577	Environmental Assessments for Gateway Projects	-	650,000
8578	*	-	500,000
8579	Wastewater Direct Reuse Evaluation	-	300,000
8580	*	-	850,000
8581	*	-	50,000
8582	*	-	200,000
9395	*	1,433,313	-
9492	LAH Recreation Area Improvements	2,554,938	-
90055	Water Facilities Security Improvements	1,921,000	-
90141	South Lubbock Storm Sewer Project	54,305,000	-
90311	*	698,000	22,000
90346	Lift Station Rehabilitation	1,085,000	1,000,000
90367	*	700,000	200,000
90370	*	115,000	-
91003	Bailey County Wellfield Improvements	13,650,260	5,000,000
91007	Comprehensive Water Line Changeouts	4,519,040	-

# Exhibit D - Capital Program Summary

Project Number	Project Name	Appropriation to Date	Appropriation FY 2012-13
91032	Water Treatment Plant Improvements	9,402,000	-
91033	Pumping System Improvements	1,906,875	-
91034	Water Line Replacement	1,944,000	-
91035	Water Lines Ahead of Street Paving	2,122,000	1,000,000
91038	Sewer Line Replacement	1,260,000	380,000
91039	Sewer Lines Ahead of Street Paving	1,425,000	750,000
91040	Sewer Tap Replacements	4,185,000	400,000
91042	Water Reclamation Plant Replacements	2,725,000	600,000
91049	Water Meter Replacements	2,855,000	450,000
91083	Land Application Production and Monitoring Wells	675,000	175,000
91100	Signal System Communications (PH-2-ITS)	211,093	-
91119	Ongoing Street Lighting	100,000	-
91160	Police Department & Municipal Courts Renovations	945,000	-
91162	Library Renovations	2,145,000	-
91169	Park Pavilions	1,105,950	298,964
91170	Park Playground Replacement	2,733,914	-
91190	City Hall Improvements	994,500	300,000
91195	Civic Center Renovation	1,450,000	7,209,288
91214	New Fire Station #18	2,610,000	-
91220	Major Repair at Fire Stations	1,645,009	250,000
92015	Land Application Office Renovation	345,000	-
92082	*	625,000	-
92083	*	3,700,000	-
92132	Solid Waste/Fleet Infrastructure	408,200	-
92141	*	305,000	-
92144	Buddy Holly Center	1,050,000	-
92148	N & E Lubbock Infrastructure	775,000	-
92158	98th Street, Frankford Avenue, and Milwaukee Avenue	3,700,000	-
92162	*	1,623,622	-
92167	*	650,000	-
92169	Irrigation Automation & Control Systems	2,857,960	-
92171	LAH Water Treatment Plant and Terminal Reservoir	60,700,000	-
92172	Traffic Signals/Controllers	800,000	300,000
92173	Storm Water Vault Replacement	300,000	150,000
92174	Northwest Lubbock and Maxey Park Project	36,450,000	5,500,000
92175	Storm Water Repair and Replacement	1,100,000	-
92177	SEWRP Improvements Digester 8 & 9	18,350,000	-
92178	South Lubbock Sanitary Sewer System Expansion Phase 1	10,000,000	16,500,000
92191	Airport Facility Improvements	1,250,000	475,000
92197	*	6,500,000	-
92198	*	1,400,000	-
92202	*	450,000	-
92203	*	225,000	-
92204	*	250,000	-
92207	Cell Development 2252	5,749,541	-
92208	Leachate Pond Landfill 69	311,250	-
92209	Recycling Centers/Convenience Stations	330,000	-
92210	McAlister Park Cut and Fill Master Plan	3,125,000	-

# Exhibit D - Capital Program Summary

Project Number	Project Name	Appropriation to Date	Appropriation FY 2012-13
92215	Slide Road from Marshall to US 84	969,700	-
92216	Traffic Signal Upgrades	4,750,000	-
92217	34th Street Reconstruction - Indiana Avenue to Avenue Q	15,000,000	6,490,978
92218	Quaker Ave - 98th Street to 114th Street	7,750,000	-
92219	114th Street - University Avenue to Slide Road	3,210,000	-
92220	Milwaukee and 98th Street	6,650,000	-
92221	Northwest Water Reclamation Plant	5,000,000	18,500,000
92225	LAH - Police Fueling Facility Spill Containment	50,000	-
92227	Underground Utilities	1,500,000	300,000
92228	Frankford Avenue - 98th St to 114th St	6,000,000	-
92229	Quaker Avenue - 114th Street to FM 1585	7,137,000	-
92230	Slide Road - 98th Street to FM 1585	435,000	-
92235	Berl Huffman Restroom	175,000	-
92238	Facility Maintenance Fund	500,000	-
92239	*	500,000	-
92240	Citywide Fuel System Upgrades	534,600	-
92241	*	1,598,000	-
92242	*	50,000	-
92244	North Quaker Street Lighting	250,000	-
92246	Cell VI Expansion Landfill 69	1,308,400	-
92247	Landfill 69 & 2252 Drainage Improvements	279,910	-
92248	Street Maintenance Program	18,541,969	9,480,099
92249	SEWRP Solids Handling Facility Improvements	3,500,000	1,500,000
92250	Dedicated Land Disposal Facility	2,000,000	-
92252	Corrosion and Odor Control Center Pilot Project	500,000	-
92253	Locate and Replace Water Valves	1,200,000	-
92254	North Overton TIF Public Improvements	747,031	-
92255	BCWF Supply Line/Pumping System	10,500,000	-
92257	Phase III Runway 8/26 Improvements	27,377,326	-
92258	Airport Terminal Boiler Replacement	1,250,000	-
92259	Multi-Company Fire Station No. 19	547,000	2,250,000
92260	Maggie Trejo/Rogers Park Development	220,000	-
92261	*	100,000	-
92262	Cemetery Permanent Improvements	71,375	-
92263	Garden and Arts Center Renovations	333,500	100,000
92264	Mackenzie Restroom (Broadway Entry)	261,547	-
92265	Erskine - MLK to East Loop 289	1,500,000	-
92266	Upgrade 800 MHZ Radio System to P25 Compliance	250,000	2,825,000
92272	*	800,000	-
92273	*	65,000	-
92276	*	1,655,000	-
92278	82nd and Quaker Drainage Improvements	500,000	-
92279	Pump Station Emergency Electric Generators	300,000	1,500,000
92280	LAH Wildlife Mitigation Area Improvements	250,000	-
92281	Design Runway 17R/35L Pavement Analysis	526,316	-
92282	*	425,000	290,000
92283	*	1,750,000	2,175,000
92284	Runway 17R/35L Rehab Construction	-	21,303,060
92285	Runway 17R/35L Rehab Design	-	4,014,599
92286	Glenna Goodacre Boulevard Extension	-	500,000

# Exhibit D - Capital Program Summary

Project Number	Project Name	Appropriation to Date	Appropriation FY 2012-13
92287	Llano Estacado Lake (Lake #2) Pavilion	-	414,169
92288	Hoel Park Walking Track	-	365,000
92289	98th Street - University Avenue to US 87	-	1,680,000
92290	Milwaukee - 114th Street to FM 1585	-	500,000
92291	*	-	300,000
92292	*	-	100,000
92293	*	-	90,000
92294	*	-	850,000
92295	*	-	150,000
92296	*	-	200,000
92297	*	-	1,307,000
92298	*	-	2,100,000
92299	*	-	1,200,000
92300	*	-	2,300,000
92301	*	-	400,000
92302	*	-	100,000
92303	*	-	150,000
92304	*	-	175,000
92305	*	-	550,000
92306	*	-	350,000
92307	Animal Shelter Expansion	-	750,000
92308	Landfill Improvements	-	132,000
92309	Permitting and Land Use System	-	660,000
92310	South Lubbock Sanitary Sewer System Expansion Phase II	-	2,000,000
92311	SEWRP Emergency Generator and Switch Gear	-	450,000
92312	Bailey County Wellfield Disinfection System	-	1,000,000
92313	Pump Station Disinfection System	-	1,000,000
92314	*	-	200,000
92315	*	-	35,000
92316	*	-	95,000
92317	*	-	150,000
92318	Canyon Lakes Sanitary Sewer Mains Rehabilitation	-	1,500,000
<b>Total Appropriation</b>		<b>\$ 477,066,326</b>	<b>140,045,557</b>

- \* These are Lubbock Power and Light capital projects and NERC Compliance rules prohibit the release to the public of any information that could possibly be used to plan or carry out a terrorist attack on the electric system and this includes the title of capital projects.

# Exhibit D - Capital Program Summary

<b>Funding Source</b>	<b>Funding to Date</b>	<b>FY 2012-13</b>
1991 Electric Light & Revenue Bonds	\$ 82,543	-
1995 Tax & Waterworks Revenue Certificates of Obligation	31,566	-
1999 Tax & Waterworks Revenue Certificates of Obligation	453,457	-
2001 LP&L Revenue Bonds	115,917	-
2002 Tax & Waterworks Revenue Certificates of Obligation	1,190,000	-
2003 General Obligation Bonds	-	15,978
2003 Stormwater Certificates of Obligation	36,438,910	-
2003 Tax and Waterworks Revenue Certificates of Obligation	3,662,713	-
2003 Wastewater Revenue Certificates of Obligation	46,543	-
2004 Tax and Waterworks Certificates of Obligation	175,877	-
2005 General Obligation Bonds	136,606	-
2005 Wastewater Revenue Certificates of Obligation	2,804,766	-
Airport Fund Pay-As-You-Go	365,500	-
Developer Participation	214,000	-
Federal Grant Funding	26,948,586	23,851,046
FY 2006 Airport Revenue Certificates of Obligation	37,594	-
FY 2006 General Obligation Bonds	211,093	-
FY 2006 LP&L Certificates of Obligation	367,853	-
FY 2006 Stormwater Certificates of Obligation	8,100,000	-
FY 2006 Tax Supported Certificates of Obligation	885,255	-
FY 2006 Wastewater Revenue Certificates of Obligation	9,179,433	-
FY 2006 Water Revenue Certificates of Obligation	6,770,255	-
FY 2007 10-year Tax Supported Certificates of Obligation	555,000	-
FY 2007 10-Year Wastewater Revenue Certificates of Obligation	1,547,699	-
FY 2007 Airport Revenue Certificates of Obligation	161,502	-
FY 2007 General Obligation Bonds	10,534	-
FY 2007 Solid Waste Revenue Certificates of Obligation	97,233	-
FY 2007 Stormwater Revenue Certificates of Obligation	4,155,735	-
FY 2007 Tax Supported Revenue Certificates of Obligation	890,880	-
FY 2007 TIF Revenue Certificates of Obligation	29,175	-
FY 2007 Wastewater Revenue Certificates of Obligation	529,617	-
FY 2007 Water Revenue Certificates of Obligation	2,750,802	-
FY 2008 10-Year Water Revenue Certificates of Obligation	679,392	-
FY 2008 5-Year PFC Revenue Certificates of Obligation	915,063	-
FY 2008 7-Year PFC Revenue Certificates of Obligation	142,284	-
FY 2008 Gateway Streets Revenue Certificates of Obligation	765,695	-
FY 2008 General Obligation Bonds	421	-
FY 2008 Solid Waste Revenue Certificates of Obligation	21	-
FY 2008 Stormwater Revenue Certificates of Obligation	7,311,090	-
FY 2008 Tax Supported Revenue Certificates of Obligation	614,342	-
FY 2008 TIF Revenue Certificates of Obligation	676,105	-
FY 2008 Wastewater Revenue Certificates of Obligation	8,162,652	1,341,274
FY 2008 Water Revenue Certificates of Obligation	3,292,557	830,588
FY 2009 10-Year Water Revenue Certificates of Obligation	3,945,350	-
FY 2009 Gateway Streets Revenue Certificates of Obligation	10,829,867	2,212,343
FY 2009 General Fund Pay-As-You-Go	185,951	-
FY 2009 General Obligation Bonds	945,117	859,288
FY 2009 LP&L Certificates of Obligation	1,290,795	-
FY 2009 LP&L Pay-As-You-Go	980,984	-

# Exhibit D - Capital Program Summary

<b>Funding Source</b>	<b>Funding to Date</b>	<b>FY 2012-13</b>
FY 2009 Solid Waste Pay-As-You-Go	471,680	-
FY 2009 Solid Waste Revenue Certificates of Obligation	134,330	-
FY 2009 Storm Water Pay-As-You-Go	754,840	-
FY 2009 Stormwater Revenue Certificates of Obligation	1,731,040	-
FY 2009 Tax Supported Revenue Certificates of Obligation	907,349	-
FY 2009 TIF Revenue Certificates of Obligation	41,731	-
FY 2009 Wastewater Pay-As-You-Go	1,920,333	-
FY 2009 Water Pay-As-You-Go	655,785	-
FY 2009 Water Revenue Certificates of Obligation	2,296,000	175,000
FY 2010 10-Year Wastewater Revenue Certificates of Obligation	767,209	-
FY 2010 10-Year Water Revenue Certificates of Obligation	1,384,485	-
FY 2010 Airport Pay-As-You-Go	413,498	-
FY 2010 Gateway Streets Revenue Certificates of Obligation	1,276,148	617,657
FY 2010 General Fund Pay-As-You-Go	44,824	-
FY 2010 General Obligation Bonds	17,497,000	4,500,000
FY 2010 LP&L Certificates of Obligation	1,247,716	-
FY 2010 LP&L Pay-As-You-Go	8,534,000	-
FY 2010 Solid Waste Pay-As-You-Go	180,000	-
FY 2010 Solid Waste Revenue Certificates of Obligation	661,250	-
FY 2010 Storm Water Pay-As-You-Go	100,000	-
FY 2010 Storm Water Revenue Certificates of Obligation	1,525,000	-
FY 2010 TIF Revenue Certificates of Obligation	20	-
FY 2010 Transfer from LAH Fund	50,000	-
FY 2010 Wastewater Pay-As-You-Go	335,000	-
FY 2010 Wastewater Revenue Certificates of Obligation	2,448,624	-
FY 2010 Water Pay-As-You-Go	150,000	-
FY 2010 Water Revenue Certificates of Obligation	69,231,270	19,651
FY 2011 10-Year Certificates of Obligation	9,201,970	-
FY 2011 10-Year Wastewater Revenue Certificates of Obligation	750,000	-
FY 2011 10-Year Water Revenue Certificates of Obligation	8,572,000	-
FY 2011 Airport Pay-As-You-Go	767,669	-
FY 2011 CBD TIF Revenue Certificates of Obligation	1,500,000	-
FY 2011 Gateway Streets Revenue Certificates of Obligation	6,650,290	-
FY 2011 General Fund Pay-As-You-Go	1,883,839	-
FY 2011 General Obligation Bonds	14,200,000	-
FY 2011 LP&L Pay-As-You-Go	3,870,000	-
FY 2011 PFC Revenue Certificates of Obligation	741,193	401,460
FY 2011 Solid Waste Pay-As-You-Go	150,000	-
FY 2011 Solid Waste Revenue Certificates of Obligation	6,756,267	-
FY 2011 Storm Water Pay-As-You-Go	750,000	-
FY 2011 Storm Water Revenue Certificates of Obligation	2,972,225	-
FY 2011 Tax Supported Revenue Certificates of Obligation	2,464,937	-
FY 2011 Wastewater Pay-As-You-Go	545,000	-
FY 2011 Wastewater Revenue Certificates of Obligation	38,980,000	3,400,000
FY 2011 Water Pay-As-You-Go	150,000	-
FY 2011 Water Revenue Certificates of Obligation	3,529,631	-
FY 2012 10-Year Certificates of Obligation	9,339,999	-
FY 2012 10-Year Wastewater Revenue Certificates of Obligation	500,000	-
FY 2012 10-Year Water Revenue Certificates of Obligation	2,200,000	-
FY 2012 Airport Pay-As-You-Go	801,316	-

# Exhibit D - Capital Program Summary

<b>Funding Source</b>	<b>Funding to Date</b>	<b>FY 2012-13</b>
FY 2012 Airport Revenue Certificates of Obligation	1,250,000	-
FY 2012 General Fund Pay-As-You-Go	53,400	-
FY 2012 General Obligation Bonds	12,500,000	-
FY 2012 LP&L Pay-As-You-Go	8,128,489	-
FY 2012 Storm Water Pay-As-You-Go	1,000,000	-
FY 2012 Storm Water Revenue Certificates of Obligation	34,350,000	-
FY 2012 Tax Supported Revenue Certificates of Obligation	1,867,651	-
FY 2012 Transfer from Cemetery Fund	71,375	-
FY 2012 Wastewater Pay-As-You-Go	1,275,000	-
FY 2012 Wastewater Revenue Certificates of Obligation	8,300,000	-
FY 2012 Water Pay-As-You-Go	800,000	-
FY 2012 Water Revenue Certificates of Obligation	13,300,000	-
FY 2013 10-Year Certificates of Obligation	-	12,305,099
FY 2013 10-Year Tax Revenue Certificates of Obligation	-	300,000
FY 2013 10-Year Wastewater Revenue Certificates of Obligation	-	2,450,000
FY 2013 Airport Pay-As-You-Go	-	775,000
FY 2013 CBD TIF Pay-As-You-Go	-	800,000
FY 2013 General Fund Pay-As-You-Go	-	1,363,964
FY 2013 General Obligation Bonds	-	7,975,000
FY 2013 LP&L 10-Year Certificates of Obligation	-	10,515,000
FY 2013 LP&L Pay-As-You-Go	-	4,824,000
FY 2013 PFC Revenue Certificates of Obligation	-	1,065,153
FY 2013 Solid Waste Pay-As-You-Go	-	132,000
FY 2013 Storm Water Pay-As-You-Go	-	970,000
FY 2013 Storm Water Revenue Certificates of Obligation	-	5,500,000
FY 2013 Tax Supported Revenue Certificates of Obligation	-	1,264,169
FY 2013 Wastewater Pay-As-You-Go	-	1,195,000
FY 2013 Wastewater Revenue Certificates of Obligation	-	36,388,726
FY 2013 Water Pay-As-You-Go	-	420,000
Gateway Capital Project Fund	3,655,160	-
General Capital Project Fund	1,446,241	53,400
General Fund Pay-As-You-Go	772,443	-
Hotel Motel Tax Funding	1,050,000	2,600,000
Internal Service Fund Pay-As-You-Go	35,000	-
LAH Repair/Replacement Fund	505,889	-
LP&L Pay-As-You-Go	530,000	-
Prior Year Bonds	-	10,924,761
Radio Shop Fund Pay-As-You-Go	222,435	-
Solid Waste Utility Pay-As-You-Go	98,200	-
Stormwater Utility Pay-As-You-Go	1,198,000	-
Transfer from Stormwater Utility Fund	500,000	-
Transfer from Water Utility Fund	300,000	-
TXDOT Participation	613,627	-
Wastewater Pay-As-You-Go	1,000,000	-
Water Utility Pay-As-You-Go	523,618	-
<b>Total Funding</b>	<b>\$ 477,066,326</b>	<b>140,045,557</b>

# Exhibit E - Master Lease Vehicle Replacement Schedule

GENERAL FUND	No. of Items	Life	Replacement	Cost
Animal Services	1	7	ATV	\$ 18,000
Animal Services	1	10	3/4 Ton Pickup w/ Utility Bed	44,500
Animal Services	1	10	3/4 Ton Pickup w/ Transport Unit	44,500
Animal Services	1	10	3/4 Ton Pickup w/ Utility Bed	44,500
Facilities Management	1	10	1 Ton Pickup w/ Utility Bed	36,000
Fire Equip Maintenance	1	10	3/4 Ton Pick-Up Extended Cab	22,000
Fire Equip Maintenance	1	10	Rehabilitation Vehicle	175,000
Fire Equip Maintenance	1	10	Fuel Transport	150,000
Fire Equip Maintenance	1	10	3/4 Ton Air Van	45,000
Fire Equip Maintenance	1	10	110' Aerial Truck (Refurb)	500,000
Fire Equip Maintenance	1	10	75' Quint (Refurb)	500,000
Fire Equip Maintenance	1	10	1250 Pumper	500,000
Fire Equip Maintenance	1	10	3/4 Ton Crew Cab Pickup	53,000
Park Maintenance	1	10	Compressor	25,750
Park Maintenance	1	10	3/4 Ton Ext Cab Pickup w/ Liftgate, 4x4	33,000
Park Maintenance	1	10	1 Ton Crew Cab Pickup	35,000
Park Maintenance	1	10	3/4 Ton Crew Cab	24,000
Park Maintenance	1	10	3/4 Ton Crew Cab	24,000
Park Maintenance	1	10	1 Ton Crew Cab Pickup	35,000
Park Maintenance	1	10	1 Ton Crew Cab Pickup	35,000
Park Maintenance	1	10	1 Ton Flat Bed	35,000
Park Maintenance	1	10	3/4 Ton Pickup w/ Utility Body	32,000
Park Maintenance	1	10	Duel Tandem Dump Truck	179,892
Park Maintenance	1	10	1200a Tri-Plex	10,000
Park Maintenance	1	10	Back Hoe	82,500
Parks - Indoor Recreation	1	10	Passenger Van	23,000
Police Administration	1	5	1/2 Ton Pickup	25,000
Police Administration	1	5	4-Door Sedan	25,000
Police Administration	1	5	3/4 Ton Pickup	25,000
Police Investigations	1	5	4-Door Sedan	27,300
Police Investigations	12	5	4-Door Sedans	327,600
Police Investigations	1	5	SUV	27,300
Police Patrol	45	5	Chevy Tahoes	1,917,765
Police Patrol	5	5	Chevy Tahoes	203,085
Police Patrol	1	5	Chevy Tahoe	36,617
Police Patrol	3	5	Small Pickups	60,000
Police Patrol	1	5	3/4 Ton Pickup	33,000
Police Training	1	5	1/2 Ton Pickup	30,000
Police Training	1	5	4-Door Sedan	25,000
Streets	1	10	12 CY Dump Truck	210,000
Streets	1	10	Welder	7,803
Streets	1	10	Backhoe	94,636
Streets	1	10	6 CY Dump Truck	210,000
Streets	1	10	3/4 Ton Pickup	35,910
Streets	1	7	Arrow Board	3,700
Streets	1	7	Arrow Board	3,700
Traffic Engineering	1	10	1 Ton Pickup Truck w/ Utility Bed, 4x4	36,000
Traffic Operations	1	10	Forklift	62,000
Traffic Operations	1	10	1/2 Ton Truck, 4x4	23,000
Traffic Operations	1	10	20k GVWR Platform Truck	130,000
Traffic Operations	1	10	Wire Puller/Trailer	15,000
Traffic Operations	1	10	Cable Trailer	6,784
Vector Control	1	10	Small Pickup	17,000
Vector Control	1	10	Sprayer	12,000
Vector Control	1	10	Sprayer	12,000
Vector Control	1	7	ULV Sprayer	9,000
Vector Control	1	7	ULV Sprayer	9,000
				<b>\$ 6,366,842</b>
<b>INTERNAL SERVICE FUNDS</b>				
Fleet Services	1	10	1 Ton Truck w/ Service Body	\$ 45,000
Radio Shop	1	10	3/4 Ton Pickup, 4x4	32,000
Radio Shop/Telecom	2	10	1/2 Ton Cargo Vans	36,000
				<b>\$ 113,000</b>

# Exhibit E - Master Lease Vehicle Replacement Schedule

ENTERPRISE FUNDS	No. of Items	Life	Replacement	Cost
Cemetery	1	7	Small Pickup	\$ 17,000
Cemetery	1	10	3/4 Ton Dump Truck	35,000
Civic Center	1	10	Floor Scrubber	40,000
Alley Maintenance	1	10	Water Truck	145,650
Alley Maintenance	1	10	12 CY Dump Truck	212,419
Inmate Clean-Up	2	10	1 Ton Crew Cab Pickups	70,000
Inmate Clean-Up	1	10	ExMark ZRT 72" Mower	15,000
Landfill	2	10	3/4 Ton Crew Cab Pickups, 4x4	64,000
Landfill	1	10	1 Ton w/ Utility Bed, 4x4	36,000
Landfill	1	10	3/4 Ton Pickup, 4x4	33,000
Landfill	1	5	Bull Dozer	580,000
Landfill	1	10	High Lift Fork Lift	30,000
Landfill	1	10	Wheeled Loader	200,000
Landfill	1	7	4 Passenger Mule	13,500
Landfill	1	7	4 Passenger Mule	13,500
Landfill	1	7	Scraper 627	900,000
Recycling Collection	1	10	Bobcat Loader	37,060
Recycling Collection	1	10	60,000 Cab & Chassis w/Roll-Off	147,000
Residential Collection	1	10	56,000 Cab & Chassis Continental Truck	74,901
Residential Collection	1	7	3/4 Ton Truck, 4x4	32,000
Residential Collection	14	3	Solid Waste Trucks	2,254,000
Storm Sewer Maintenance	1	10	Backhoe	82,500
Storm Sewer Maintenance	1	10	1 Ton w/ Flat Bed	36,000
Storm Water	1	10	1/2 Ton Pickup	18,000
Storm Water	1	10	1/2 Ton Pickup	18,000
Street Cleaning	1	7	1/2 Ton Pickup, 4x4	23,000
Street Cleaning	1	7	Sweeper	236,547
Street Cleaning	1	7	Sweeper	236,547
Land Application	1	7	1 Ton w/ Flat Bed, 4x4	35,000
Land Application	1	7	1 Ton w/ Flat Bed, 4x4	35,000
Land Application	1	7	1 Ton w/ Flat Bed, 4x4	35,000
Land Application	1	7	1 Ton w/ Flat Bed, 4x4	35,000
Wastewater Collection	1	7	Hydro-Cleaner	152,120
Wastewater Collection	1	7	Vac-Con Truck	325,000
Wastewater Treatment	1	10	CTS 30 CY Trailer	38,533
Equipment Maintenance	1	10	Pump Trailer	50,000
Pumping & Control	1	5	3/4 Ton Truck w/ Service Body, 4x4	35,000
Pumping & Control	1	5	3/4 Ton Truck w/ Service Body, 4x4	35,000
Water Dist & Maint	1	5	Crew Truck	100,000
Water Dist & Maint	1	10	Chevy C7500 Crew Truck	108,000
Water Dist & Maint	1	10	Bobcat	50,000
Water Dist & Maint	1	7	Chevy 1/2 Ton Truck	18,000
Water Dist & Maint	1	7	3/4 Ton Truck	24,000
Water Dist & Maint	1	7	Chevy 1/2 Ton Truck	18,000
Water Dist & Maint	1	7	Case Backhoe 580SM	82,500
Water Dist & Maint	1	7	Case Backhoe 580SM	82,500
Water Dist & Maint	1	7	Case Backhoe 580SM	82,500
Water Engineering	1	5	1/2 Ton Truck	18,000
Water Engineering	1	7	1/2 Ton Pickup, 4x4	22,000
Water Engineering	1	7	SUV	28,000
Water Meter & Cust Svc	1	7	3/4 Ton with Utility Bed, 4x4	33,000
Water Meter & Cust Svc	1	7	3/4 Ton with Utility Bed, 4x4	33,000
Water Meter & Cust Svc	1	5	SUV, 4x4	27,000
Water Meter & Cust Svc	1	5	3/4 Ton Pickup, 4x4	33,000
Water Reservoir	1	7	3/4 Ton Pickup, 4x4	24,000
Water Reservoir	1	10	Aluminum Outboard Boat	40,000
Water Treatment	1	7	1 Ton Truck w/ Service Body, 4x4	40,000
				<b>\$ 7,239,777</b>

# Exhibit F - Master Lease Equipment Replacement Schedule

GENERAL FUND	No. of Items	Life	Replacement Request	Replacement Cost
Engineering	1	5	Ignition Oven for HMAC testing	\$ 15,000
Engineering	1	10	Concrete Compression Machine	15,000
Engineering	2	10	Nuclear Density Gauges	15,000
Fire Suppression	70	10	Carbon Fiber 30-min SCBA Air Cylinders	43,330
Fire Suppression	5	10	Carbon Fiber 60-min SCBA Air Cylinders	5,395
Fire Suppression	1	10	Thermal Imaging Cameras	10,000
Groves Library	1	5	Self-Check Machine	21,970
<b>TOTAL GENERAL FUND</b>				<b>125,695</b>
<hr/>				
INTERNAL SERVICE FUNDS				
Information Technology	280	3	Desktops for Workstation Replacement	210,000
Information Technology	1	5	Computer Workstation for Traffic Operations	1,150
Information Technology	54	3	Laptops for Workstation Replacement	54,000
Information Technology	18	3	Docked Laptops	21,600
Information Technology	24	3	GIS Workstations	64,800
Information Technology	10	5	Replace Core Data Switches to Upgrade to 10 Gigabit Ethernet	50,000
Information Technology	20	5	Replace Core Data Switches to Upgrade to 10 Gigabit Ethernet	50,000
Information Technology	10	5	Replace Servers in the City of Lubbock Data Center	100,000
Public Information	4	5	Lectrosonics SMQV UHF Belt-Pack Transmitter	14,298
Public Information	1	5	Rushworks REMO II Portable Production Equipment	27,522
<b>TOTAL INTERNAL SERVICE FUNDS</b>				<b>593,370</b>
<hr/>				
ENTERPRISE FUNDS				
Wastewater Treatment	1	10	Mobile Light Tower/Generator	18,000
Wastewater Collection	1	3	Zooming Pan/Tilt Camera and Steerable Crawler	39,000
Wastewater Land Application	1	7	Telemetry Information System	70,000
Wastewater Land Application	1	10	7.5 Yard Scraper	37,000
Wastewater Land Application	1	10	Chisel Plow 41 ft.	54,000
Wastewater Land Application	1	10	33 ft. Coil Packer (soil packer)	22,000
Wastewater Land Application	1	10	H12 Center Pivot 1170'	70,000
Wastewater Land Application	1	10	H13 Center Pivot 1137'	70,000
Wastewater Land Application	1	10	H15 Center Pivot 1202'	70,000
Wastewater Land Application	1	10	H16 Center Pivot 1221'	70,000
Wastewater Land Application	1	10	H2 Center Pivot 1287'	70,000
Wastewater Land Application	1	10	H6 Center Pivot 1178'	70,000
Wastewater Land Application	1	10	H7 Center Pivot 1031'	70,000
Wastewater Land Application	1	10	H8 Center Pivot 1276'	70,000
Water Meter and Customer Svc	1	10	Water Meter Testing Bench	80,000
Solid Waste Disposal	5	10	Rolloffs for Transfer Station	30,860
Solid Waste Disposal	1	10	Scale Weighing System	35,000
<b>TOTAL ENTERPRISE FUNDS</b>				<b>945,860</b>
<b>TOTAL EQUIPMENT REPLACEMENT</b>				<b>\$ 1,664,925</b>

## Exhibit G - Non-Exempt Pay Plan

Grade	Minimum	1st Q	2nd Q	3rd Q	Maximum
922	\$ 37,953.76	44,123.04	50,290.24	56,457.44	62,624.64
921	34,511.36	40,144.00	45,778.72	51,411.36	57,044.00
920	31,356.00	36,514.40	41,672.80	46,831.20	51,989.60
919	28,774.72	33,529.60	38,286.56	43,041.44	47,796.32
918	26,393.12	30,784.00	35,174.88	39,565.76	43,958.72
917	24,294.40	28,367.04	32,437.60	36,510.24	40,580.80
916	22,287.20	26,049.92	29,812.64	33,575.36	37,338.08
915	20,720.96	24,246.56	27,770.08	31,295.68	34,821.28
914	19,373.12	22,684.48	25,993.76	29,303.04	32,614.40
913	18,116.80	21,228.48	24,340.16	27,451.84	30,563.52
912	16,924.96	19,859.84	22,794.72	25,729.60	28,664.48
911	15,999.36	18,717.92	21,438.56	24,157.12	26,875.68

## Exhibit G - Exempt Pay Plan

<b>Grade</b>		<b>Minimum</b>	<b>1st Q</b>	<b>2nd Q</b>	<b>3rd Q</b>	<b>Maximum</b>
624	\$	62,824.32	72,820.80	82,817.28	92,813.76	102,810.24
623		56,093.44	65,054.08	74,012.64	82,971.20	91,929.76
622		50,090.56	58,129.76	66,166.88	74,204.00	82,243.20
621		44,728.32	51,933.44	59,138.56	66,343.68	73,548.80
620		39,919.36	46,396.48	52,871.52	59,348.64	65,825.76
619		35,815.52	41,649.92	47,486.40	53,322.88	59,159.36
618		32,549.92	37,889.28	43,228.64	48,570.08	53,909.44
617		30,143.36	35,114.56	40,083.68	45,054.88	50,026.08

## Exhibit G - Salary Band Pay Plan

		<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
Band A	\$	72,096.12	163,965.91	255,835.70
Band B		55,458.55	110,196.34	164,934.12
Band C		38,820.99	73,092.05	107,363.11
Band D		22,183.42	42,047.88	61,912.33
Band E		16,637.57	31,699.82	46,762.06

## Exhibit G - Part Time Pay Plan

<b>Grade</b>	<b>A</b>	<b>B</b>	<b>C</b>
811	\$ 11.65	11.95	12.25
810	10.90	11.20	11.50
809	10.20	10.50	10.80
808	9.55	9.80	10.05
807	8.95	9.20	9.45
806	8.40	8.60	8.80
805	7.90	8.10	8.30
804	7.40	7.60	7.80
803	7.25	7.25	7.25
802	7.25	7.25	7.25
801*	7.25		

\* Seasonal part-time only

# Exhibit G - Police Pay Plan

Steps	Cadet		Entry Level I		Entry Level II		Patrol Officer		Corporal		Sergeant		Lieutenant		Captain		Asst. Chief		
	PNCSP	PNCE1	PNCE1	PNCE1	PNCE2	PNCE2	PCS1	PCS1	PCS2	PCS2	PCS3	PCS3	PCS4	PCS4	PCS5	PCS5	PCS6	PCS6	
A	\$ 42,630.17	44,156.41	46,480.32	49,271.23	52,321.59	55,522.65	59,076.90	61,960.78	63,092.29	64,322.78	67,528.35	70,151.28	75,300.74	78,584.94	84,050.46	88,520.02	90,280.22	95,476.14	103,163.07
B																			
C																			
D																			

Progression in each pay grade is based on seniority in that pay grade. Seniority is defined as the total time of employment as a police officer for the City of Lubbock. Time-off for disciplinary suspension does not constitute a loss of seniority time, nor does it constitute a break in service. The time involved in "move-up" is also not included. It does mean all years of service as an officer with the City of Lubbock, whether interrupted or uninterrupted, and not merely the last continuous period of service. Seniority credit shall be figured to five decimal places.

All employees start at Entry Level I, grade PNC(E1). Employees progress to grade PNC(E2) upon 12 months of continuous service with the Lubbock Police Department at Entry Level I. Employees progress to grade PCS1 upon six months of continuous service with the Lubbock Police Department at Entry Level II. Police Officers then progress through steps in PCS1 annually. Progress from Step A to Step C in the other grades requires two years in each step. However, if the anniversary date occurs during the last half of the pay period, the increase does not become effective until the beginning of the next pay period.

Note: A probationary period of 18 months begins on the first day of employment with the department as a classified employee unless the employee is already certified as a Peace Officer by Texas Commission of Law Enforcement Officer Standards and Education at that time. In this case the probationary period is 12 months. Upon completion of 12 months, a certified Peace Officer attains Civil Service status and receives longevity pay; however the employee does not advance to Police Officer, PCS1 until completion of 6 months as Entry Level II as indicated above.

Biweekly rate = Hourly rate \* 80. Annual rate = Biweekly rate \* 26. Monthly rate = Annual rate / 12.  
 All conversions are approximate.

# Exhibit G - Fire Pay Plan (40 Hour Shifts)

Steps	Probationary		Fire		Equipment		Lieutenant		Captain		Battalion		Division		Deputy	
	Fire Fighter	FNCS1	Fire Fighter	FCS1	Operator	FCS2	Lieutenant	FCS3	Captain	FCS4	Chief	FCS5	Chief	FCS6	Chief	FCS7
1	\$	45,336.48		48,086.58		65,045.49		70,464.36		78,797.10		90,601.89		98,326.89		101,991.63
2				48,894.21		65,345.61		70,847.45		79,385.83		91,312.07		98,707.86		103,707.26
3				49,701.84		65,645.72		71,230.54		79,974.56		92,022.25		99,088.82		105,422.89
4				50,509.47		65,945.84		71,613.63		80,563.28		92,732.43		99,469.79		107,138.52
5				51,317.09		66,245.95		71,996.72		81,152.01		93,442.61		99,850.75		108,854.15
6				52,124.72		66,546.07		72,379.81		81,740.74		94,152.79		100,231.72		110,569.78
7				52,932.35		66,846.19		72,762.90		82,329.47		94,862.98		100,612.69		112,285.41
8				53,739.98		67,146.30		73,145.99		82,918.19		95,573.16		100,993.65		
9				54,547.61		67,446.42		73,529.07		83,506.92		96,283.34		101,374.62		
10				55,355.24		67,746.54		73,912.16		84,095.65		96,993.52				
11				56,162.86		68,046.65		74,295.25		84,684.38		97,703.70				
12				56,970.49		68,346.77		74,678.34		85,273.10						
13				57,778.12		68,646.88		75,061.43		85,861.83						
14				58,585.75		68,947.00		75,444.52								
15				59,393.38		69,247.12		75,827.61								
16				60,201.01		69,547.23										
17				61,008.63		69,847.35										
18				61,816.26												
19				62,623.89												
20				63,431.52												

Progression in each pay grade is based on seniority in that pay grade. Seniority is defined as the total time of employment as a fire fighter for the City of Lubbock. Time-off for disciplinary suspension does not constitute a loss of seniority time, nor does it constitute a break in service. The time involved in "move-up" is also not included. It does mean all years of service as a fire fighter with the City of Lubbock, whether interrupted or uninterrupted, and not merely the last continuous period of service. Seniority credit shall be figured to five decimal places.

Employees who successfully complete one (1) year as Probationary Fire Fighter move to grade FCS1. Fire Fighters advance through each step annually in FCS1 until reaching the 20th step. Progression through the steps in the other grades also requires one year in each step. However, if the anniversary date occurs during the last half of the pay period, the increase does not become effective until the beginning of the next pay period.

Biweekly rate=Hourly rate\*106. Annual rate=Biweekly rate\*26. All conversions are approximate.

# Exhibit G - Fire Pay Plan (Kelly Shifts)

Steps	Probationary Fire Fighter FNCSI	Fire Fighter FCS1	Equipment Operator FCS2	Lieutenant FCS3	Captain FCS4	Battalion Chief FCS5	Division Chief FCS6	Deputy Chief FCS7
1	\$ 42,907.74	45,510.51	61,560.91	66,689.48	74,575.83	85,748.22		
2		46,274.88	61,844.95	67,052.05	75,133.02	86,420.35		
3		47,039.24	62,128.99	67,414.62	75,690.20	87,092.49		
4		47,803.60	62,413.02	67,777.18	76,247.39	87,764.62		
5		48,567.96	62,697.06	68,139.75	76,804.58	88,436.76		
6		49,332.33	62,981.10	68,502.32	77,361.77	89,108.89		
7		50,096.69	63,265.14	68,864.88	77,918.96	89,781.03		
8		50,861.05	63,549.18	69,227.45	78,476.15	90,453.17		
9		51,625.41	63,833.22	69,590.02	79,033.34	91,125.30		
10		52,389.78	64,117.26	69,952.58	79,590.52	91,797.44		
11		53,154.14	64,401.29	70,315.15	80,147.71	92,469.57		
12		53,918.50	64,685.33	70,677.72	80,704.90			
13		54,682.86	64,969.37	71,040.28	81,262.09			
14		55,447.23	65,253.41	71,402.85				
15		56,211.59	65,537.45	71,765.42				
16		56,975.95	65,821.49					
17		57,740.32	66,105.53					
18		58,504.68						
19		59,269.04						
20		60,033.40						

Progression in each pay grade is based on seniority in that pay grade. Seniority is defined as the total time of employment as a fire fighter for the City of Lubbock. Time-off for disciplinary suspension does not constitute a loss of seniority time, nor does it constitute a break in service. The time involved in "move-up" is also not included. It does mean all years of service as a fire fighter with the City of Lubbock, whether interrupted or uninterrupted, and not merely the last continuous period of service. Seniority credit shall be figured to five decimal places.

Employees who successfully complete one (1) year as Probationary Fire Fighter move to grade FCS1. Fire Fighters advance through each step annually in FCS1 until reaching the 20th step. Progression through the steps in the other grades also requires one year in each step. However, if the anniversary date occurs during the last half of the pay period, the increase does not become effective until the beginning of the next pay period.

Kelly shift rate (k)=Biweekly rate\*26. Annual rate=Biweekly rate\*26. All conversions are approximate.

# Exhibit H - Position Control Summary

	<b>Budget FY 2012-13</b>
<b>Administrative Services</b>	
City Attorney	14
City Council	3
City Manager	2
City Secretary	9
Facilities Management	14
Finance	27
Human Resources	6
Internal Audit	1
<b>Total Administrative Services</b>	<b>76</b>
<b>Community Services</b>	
Building Inspections	21
Planning	5
<b>Total Community Services</b>	<b>26</b>
<b>Cultural and Recreation Services</b>	
Library	36
Museums	8
Parks	80
<b>Total Cultural and Recreation Svcs</b>	<b>124</b>
<b>Public Works</b>	
Engineering	17
Streets	36
Traffic	36
<b>Total Public Works</b>	<b>89</b>
<b>Public Safety and Health Services</b>	
Animal Services	24
Fire	398
Health	13
Municipal Courts	20
Police	572
Vector Control	6
<b>Total Public Safety and Health Services</b>	<b>1,033</b>
<b>TOTAL</b>	<b>1,348</b>

# Exhibit H - Position Control Summary

	<b>Budget FY 2012-13</b>
<b>Internal Service Funds</b>	
Fleet	18
Health Benefits	3
Information Technology	53
Investment Pool	1
Print Shop/Warehouse	5
Risk Management	4
<b>Total Internal Service Funds</b>	<b>84</b>
<b>Enterprise Funds</b>	
Airport	48
Cemetery	7
Civic Centers	27
Lake Alan Henry	1
Lubbock Power and Light	289
Solid Waste	111
Storm Water	36
Wastewater	74
Water	167
<b>Total Enterprise Funds</b>	<b>760</b>
<b>Special Revenue Funds</b>	
Community Development	16
Economic Development	2
Emergency Management	5
Gateway Streets	-
Juvenile Case Manager	-
Municipal Court	2
<b>Total Special Revenue Funds</b>	<b>25</b>
<b>TOTAL CITY FUNDS</b>	<b>2,217</b>



**Regular City Council Meeting**

**6. 4.**

**Meeting Date:** 09/13/2012

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**Information**

**Agenda Item**

**Resolution – Finance:** Consider a resolution ratifying the adoption of the FY 2012-13 budget that raises more tax revenue than was generated in the previous year.

**Item Summary**

Chapter 102 of the Texas Local Government Code brings into the budget process truth-in-taxation disclosure concepts. Any budget to be enacted after September 1, 2007, that raises more property tax revenue than the previous year requires two votes by the City Council:

- a. one vote to adopt the budget; and
  - b. a separate vote to ratify the property tax revenue increase reflected in the budget.
- This resolution addresses (b) as required by Chapter 102 of the Texas Local Government Code.

**Fiscal Impact**

The FY 2012-13 Operating Budget and Capital Program raises more total property taxes than last year's budget by \$4,204,948, or 7.4 percent, and of that amount, \$1,094,468 is tax revenue to be raised from new property added to the roll this year.

**Staff/Board Recommending**

Cheryl Brock, Budget Director

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**Attachments**

Resolution - Tax Increase Ratification

RESOLUTION

WHEREAS, the City Council of the City of Lubbock has adopted an FY 2012-13 budget that will raise more property tax revenue than was generated in the previous year; and

WHEREAS, Chapter 102 of the Texas Local Government Code requires the City Council to "ratify" the adoption of a budget that will raise more property tax revenue than was generated in the prior year by a separate vote; NOW THEREFORE:

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

THAT the City Council of the City of Lubbock hereby ratifies the adoption of a FY 2012-13 budget that will raise more property tax revenue than was generated in the previous year.

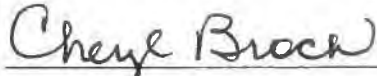
Passed by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

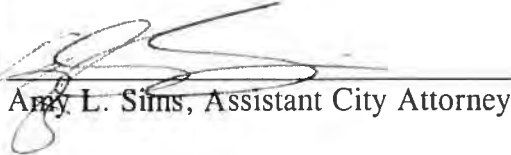
\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



\_\_\_\_\_  
Cheryl Brock, Budget Director

APPROVED AS TO FORM:

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

Property Tax Revenue Reso 8.27.12



**Regular City Council Meeting**

**6.5.**

**Meeting Date:** 09/13/2012

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**Information**

**Agenda Item**

**Tax Levy Ordinance 2nd Reading - Finance:** Consider Ordinance 2012-O0101 setting the tax rate and levying a tax upon all property subject to taxation within the City of Lubbock for 2012.

**Item Summary**

On August 23, 2012 the City Council approved the first reading of the ordinance.

This is the second reading of the ordinance adopting and levying the tax rate for 2012. Prior to considering the ordinance adopting the levying of the tax rate, the City Council must consider the ordinance adopting the budget. The second reading of the ordinance adopting the budget is Item 6.3 on today's agenda. The property tax rate is proposed at \$0.49211 per \$100 valuation. The tax rate is distributed as follows:

General Fund Maintenance and Operations	\$0.35683
Interest and Sinking Fund	0.10591
Economic Development	0.02937
Total	0.49211

**Fiscal Impact**

The General Fund Maintenance and Operations tax rate will generate \$43,799,854; the Interest and Sinking Fund tax rate will generate \$13,000,147; and the Economic Development tax rate will generate \$3,605,083.

**Staff/Board Recommending**

Cheryl Brock, Budget Director

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**Attachments**

Tax Rate Ordinance

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

AN ORDINANCE SETTING THE TAX RATE AND LEVYING A TAX UPON ALL PROPERTY SUBJECT TO TAXATION WITHIN THE CITY OF LUBBOCK, TEXAS, FOR THE YEAR 2012; APPORTIONING SAID LEVY AMONG THE VARIOUS FUNDS AND ITEMS FOR WHICH REVENUE MUST BE RAISED; FIXING THE TIMES IN WHICH SAID TAXES SHALL BE PAID AND ASSESSING PENALTY AND INTEREST FOR NONPAYMENT OF SUCH TAXES WITHIN THE TIME PROVIDED.

WHEREAS, after all notices have been given and hearings held as provided by law, the City Council has determined the tax rate necessary to produce the revenue necessary to operate the affairs of the City of Lubbock for the next fiscal year; NOW THEREFORE:

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

SECTION 1. THAT there shall be levied and assessed upon all property subject to taxation within the City of Lubbock, Texas, for the year 2012 the sum of \$0.49211 per One Hundred and No/100s Dollars (\$100.00) valuation thereof and the same shall be applied to the various funds in the following manner:

\$0.10591 per \$100 valuation to the Interest and Sinking Fund.

\$0.35683 per \$100 valuation to the General Fund; and

\$0.02937 per \$100 valuation to the Economic Development Fund.

SECTION 2. THAT all ad valorem taxes shall be paid before the first day of February 2013, and taxes not paid by that time shall be increased by such penalty and interest as is provided by Chapter 18 of the Code of Ordinances of the City of Lubbock.

THIS TAX RATE WILL RAISE MORE TAXES FOR  
MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX  
RATE

AND IT IS SO ORDERED

Passed by the City Council on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

VOTING FOR PASSAGE:

VOTING AGAINST PASSAGE:

\_\_\_\_\_

\_\_\_\_\_

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Council members present but not voting: \_\_\_\_\_

Council members absent: \_\_\_\_\_

\*\*\*\*

Passed by the City Council on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

VOTING FOR PASSAGE:

VOTING AGAINST PASSAGE:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Council members present but not voting: \_\_\_\_\_

Council members absent: \_\_\_\_\_

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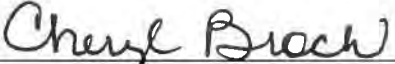
\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

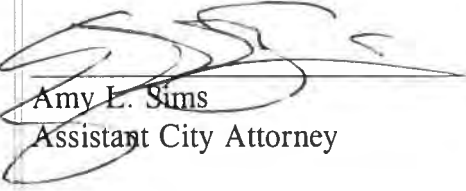
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Rebecca Garza  
City Secretary

APPROVED AS TO CONTENT:

  
Cheryl Brock  
Budget Director

APPROVED AS TO FORM:

  
Amy L. Sims  
Assistant City Attorney

Tax Rate Ordinance 12-13  
08-30-12



**Regular City Council Meeting**

**6. 6.**

**Meeting Date:** 09/13/2012

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**Information**

**Agenda Item**

**Resolution – Finance:** Consider a resolution amending the allocation of the Hotel Occupancy Tax Revenues for FY 2012-13 and distributing receipts, net collection expenses, as authorized in Chapter 351 of the Texas Tax Code.

**Item Summary**

Hotel occupancy tax (HOT) receipts are distributed as authorized in Chapter 351 of the Texas Tax Code and as directed by the City Council.

The FY 2012-13 Operating Budget includes a change to the FY 2011-12 allocation by increasing the percentage allocation to the Civic Centers Fund for operations and marketing back to the same levels as prior fiscal years. In FY 2011-12 the allocation to the Civic Centers Fund for operations and marketing was reduced to allow the utilization of net assets to bring them down to policy levels.

The funds received from the hotel occupancy tax shall be distributed as follows:

Convention & Tourism Bureau 38.17125%  
Civic Center Operations/Marketing 32.72075%  
Visiting Participatory & Spectator Sports Marketing 12.10454%  
Civic Lubbock, Inc. 5.92120%  
Buddy & Maria Elena Holly Plaza Debt Service 1.89166%  
North Overton TIF Conference Center Debt Service 9.19060 %  
Total 100.00000%

**Fiscal Impact**

Included in Item Summary.

**Staff/Board Recommending**

Cheryl Brock, Budget Director

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**Attachments**

Resolution - Hotel Occupancy Tax

RESOLUTION

WHEREAS, the City Council of the City of Lubbock, by Ordinance No. 2002-O0049, amended Subsection 18.03.002(b)(2) of the Code of Ordinances of the City of Lubbock to allow for allocation of Hotel Occupancy Tax Revenues by Resolution; and

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interest of the citizens of Lubbock to adjust the current allocation of hotel occupancy tax revenues; NOW THEREFORE,

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

1. THAT the funds received from the tax levied under Section 26-22(a) of the Code of Ordinances of the City of Lubbock, net of collection expenses, shall be distributed as follows:

Convention & Tourism Bureau	38.17125 percent
Civic Center Operations/Marketing	32.72075 percent
Visiting Participatory & Spectator Sports Marketing	12.10454 percent
Civic Lubbock, Inc.	5.92120 percent
Buddy & Maria Elena Holly Plaza Debt Service	1.89166 percent
North Overton TIF Conference Center Debt Service	<u>9.19060 percent</u>
Total	100.00000 percent

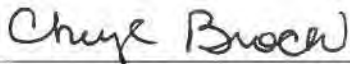
2. THAT to the extent revenue is collected, each of the above entities will receive 100% of actual revenue at the percentage indicated.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:


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

APPROVED AS TO CONTENT:

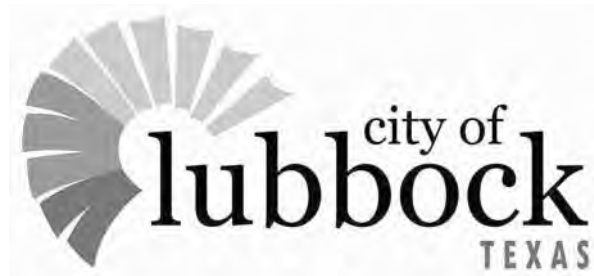


\_\_\_\_\_  
Cheryl Brock,  
Budget Director

APPROVED AS TO FORM:

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

Hotel-Motel Tax.res 8.28.12



**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, 3<sup>rd</sup> 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 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,
<b>Professional Services</b>			
Up to \$50,000	City Manager	Written proposals	GC §2254.003
More than \$50,000	City Council	Written proposals	GC §2254.003
<b>Architectural/Engineering Services</b>			
Up to \$50,000	City Manager	Rotation list	GC §2254.004
More than \$50,000	City Council	Statement of qualifications	GC §2254.004
<b>Construction</b>			
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
<b>Emergencies</b>			
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
<b>Interlocal/Real Property</b>			
Any amount	City Council	Negotiated	LGC §252.022, 050 and §272
<b>Change Orders/Amendments</b>			
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 14<sup>th</sup> 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.