

City of Lubbock, Texas
Regular City Council Meeting
Thursday, August 9, 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

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.

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 1-1.5.

6:15 p.m. City Council reconvenes in open session to consider items 2-7.5.

1. Executive Session

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.
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.
 2. 2. LeEarl Bryant will appear before the City Council to discuss Historic Preservation and Neighborhoods.
 2. 3. Armando Gonzales will appear before the City Council to discuss Four Sevens Exploration Drilling's fracking method.
 2. 4. Mark Umstot will appear before the City Council to discuss stormwater issues.
3. **Proclamations and Presentations**
 3. 1. Invocation by Al Martin, Director of the Wesley Foundation.
 3. 2. Pledges of Allegiance.
 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.
 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.

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

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

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 - LP&L:** Consider Budget Ordinance 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:** Consider Budget Ordinance 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.

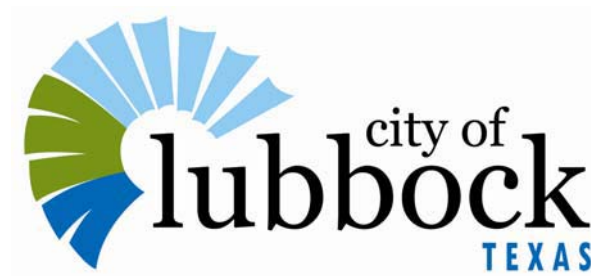
5. 3. **Ordinance Willow Bend 2nd Reading - Finance:** Consider an Ordinance 2012-O0077 reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Willow Bend Public Improvement District (PID); approving, adopting, and filing with the 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.

5. 4. **Resolution - Finance:** 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.

5. 5. **Ordinance 1st Reading – City Attorney:** Consider an ordinance 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.

5. 6. **Ordinance 1st Reading – Traffic:** Consider an ordinance 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.
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.
5. 8. **Contract Resolution – Public Works Engineering:** Consider a resolution 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:** Consider a resolution 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:** Consider an ordinance 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:** Consider an ordinance 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:** Consider an ordinance 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:** Consider a resolution 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:** Consider a resolution 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:** Consider a resolution 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:** Consider a resolution 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.
5. 17. **Contract Resolution - Solid Waste:** Consider a resolution 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:** Consider a resolution authorizing the Mayor to execute a contract between the City of Lubbock and Texas Tech University (TTU) for campus bus service.

6. **Regular Agenda**
 6. 1. **Resolution - Finance:** Discussion concerning property tax rates and any impact it may have on City Operations, the Fiscal Year 2012-13 Operating Budget and Capital Program and consideration of a resolution 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.
 6. 2. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider 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).
 6. 2. 1. **Contract Resolution - Community Development:** Consider a resolution 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.
 6. 2. 2. **Contract Resolution - Community Development:** Consider a resolution 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.
 6. 3. **Resolution - City Council:** Consider a resolution 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.
 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.
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.**
 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.



**BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, AUGUST 9, 2012 - EXECUTIVE SESSION**

Officer of City	Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
* 1	CENTRAL BUSINESS DISTRICT TIF REINVESTMENT ZONE BOARD OF DIRECTORS	JOY, LATRELLE	01.01.14	N/A		RESIGNED/REPLACE	N/A
* 2	URBAN DESIGN & HISTORIC PRESERVATION COMMISSION	ELLIS, CLIFTON	02.01.12	N/A	URBAN PLANNER	REPLACE	N/A

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

City of Lubbock
Board and Commission Recruiting Database

Updated: 7/31/2012

Sorted: No Preference

Key: CS - Currently serving on board(s)
X - Prior service on board(s)
PCI - Possible Conflict of Interest
T - Temporary

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District	References Name
0601		Austin	Nicole	F	A	S	18-29	Computer Sp	Self-employed	4	
0601		Chesnutt	Gary	M	A	S	50-59	Cotton Broker	Chesnutt Cotto	5	
0501		Grant	Mack	M	A	S	40-49	Project Admin	TX Dept of Cri	4	
1206		Guerra	Julian	M	H	S	60+	New York Life	New York Life	4	
0509		Guerrero	Mary Lynn	F	H	C	18-29	PSO Officer	PD - City of Lu	6	
0803		Hamer	Darla	F	A		40-49	Banker	Peoples Bank	6	
0405		Hancock	Jennifer	F	A	S	18-29	Homemaker/P		6	
0906		Henson	Matthew	M	A		30-39	Self Employe	Matt Henson In	5	
0310		Hicks	Michael	M	A	C	30-39	Attorney	Mullin, Hoard,	4	
1206		Hicks	Michael	M	A		40-49	Attorney	Mullin Hoard &	5	
0610		Hobgood	John	M	A		30-39	Social Worker	LIFE/RUN Cen	5	
0502		Hodges	Tom	M	A	C	40-49	Bank Manage	Wells Fargo B	4	
1002		Jackson	Winnie	M	A		60+	Retired Minist		4	
1012		Lynn	Samuel	M	A		40-49	Human Resou	Caprock Home	5	
0501		Nichols	Kathleen	F	A	S	30-39	Dentist	Kathleen Nicho	5	
0509		Pena	Esther	F	H	S	18-29	Sales Develop	American Stat	5	
0612		Podrebartz	Keith	M	A		30-39	Counselor	Texas Tech Un	1	
0707		Ramsey	Chad	M	A			Self-employed	Ramsey Auto	3	
0407		Riojas	Michael	M	H	C	40-49	Sr Acct Mana	GE Lighting	3	
0804		Stephens	Sherry	F	A		30-39	Administrative	High Plains W	5	
0409		Terry	Dianna	F	A	S	50-59	Grant Develop	Covenant Foun	4	
0404		Williams	Peggy	F	A	S	50-59	Banker	American Bank	5	
0803		Wilson	Margaret	F	A	C	60+	Retired - Tech	Retired	5	

CENTRAL BUSINESS DISTRICT TAX INCREMENT FINANCING
REINVESTMENT ZONE

	<u>Lubbock</u> <u>Population</u>	<u>Lubbock</u> <u>Adult</u> <u>Population</u>	<u>All</u> <u>City</u> <u>Boards</u>	<u>This</u> <u>Board</u>
<u>ETHNICITY</u>				
Anglo	55.0%	55.5%	78.0%	100.0% (5)
Hispanic	32.6%	32.3%	13.0%	0.0% (0)
African-American	8.7%	8.7%	7.0%	0.0% (0)
Other	3.7%	3.5%	2.0%	0.0% (0)
<u>GENDER</u>				
Male	48.5%	47.0%	70.9%	80.0% (4)
Female	51.5%	53.0%	29.1%	20.0% (1)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	14.9%	11.8%	0.0% (0)
District 2	16.4%	12.7%	3.2%	0.0% (0)
District 3	16.3%	16.1%	14.6%	0.0% (0)
District 4	17.0%	17.0%	21.3%	20.0% (1)
District 5	16.7%	19.4%	28.7%	60.0% (3)
District 6	17.3%	19.9%	16.6%	20.0% (1)
Other/Unknown	0.0%	0.0%	3.8%	0.0% (0)

PURPOSE: To encourage development and redevelopment within the Central Business District. Board recommends projects to be financed by the district with the approval of the City Council. The board consists of nine members, including representatives of each of the taxing jurisdictions levying taxes in the area. Five members are appointed by the City Council.

Qualifications: Members must be a qualified voter in the municipality or be at least 18 years of age and own real property in the TIF zone, whether or not the individual resides in the municipality.

APPOINTMENT INFORMATION:

<u>Member Name &</u> <u>Demographic Facts</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Joy, Latrelle (F,A,6)	N/A	N	Replace

STAFF RECOMMENDATIONS:

To replace Latrelle Joy:

Dan Pope (M,A,3) Benchmark



LATRELLE BRIGHT JOY, PARTNER

Board Certified Family Law
Texas Board of Legal Specialization

Email: lbj@mhba.com
Telephone: (806) 765-7491
Facsimile: (806) 765-0553

June 11, 2012

Mr. Robert Taylor, Chairman
Central Business District Tax Increment
Financing Reinvestment Zone Board
1625 13th Street
Lubbock, TX 79401

Dear Robert:

Please accept this letter as my resignation from the above-referenced City Board. I have thoroughly enjoyed my service on the Board, but must resign as I was elected to the Lubbock City Council District 6. I plan to continue to attend the TIF Board meetings if possible and request that I be given notice of the meetings.

I look forward to substantial redevelopment of Downtown Lubbock while we are both able to appreciate the results.

Respectfully,



Latrelle Bright Joy

LBJ/ak
Attachment

City of Lubbock
 Board and Commission Recruiting Database
 Updated: 5/23/2012
 Sorted: By Preference

Key: CS - Presently serving on board(s)
 X - Prior service on board(s)
 PCI - Possible Conflict of Interest
 T - Temporary

Central Business District Tax Increment Financing

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
1108		Beal	Brandt	M	A		18-29	President - Owner	The Gibraltar Group	6
Second Preference:										
Third Preference:										
0901		Finley	Eric	M	A		0-17	Marketing	University Medical Cent	4
1108		Kotal	Clinton	M	A		18-29	Self Employed	KN Construction Group	4
Fourth Preference:										
0803		Hester	Steve	M	A	S	50-59	Forms Manufacturing	Caprock Business Form	5
Fifth Preference:										
Sixth Preference:										
0601		Jackson	Brooke	F	A	S	30-39	Banker/Commercial Lende	American Bank of Com	4

Committee #80 Central Business District Tax Increment Financing**Perm./Temp. Board: P***Confidential***Home****Business***Reappt
Elig.*

Cardinal	Y	9303 Miami	Cardinal Sports Center	Curr:	1/27/2011	-	1/1/2013	Y
Mr. Tony		Lubbock TX 79424	1602 13th St	2nd:	1/1/2009	-	1/1/2011	
			Lubbock TX 79401	1st:	1/1/2007	-	1/1/2009	
	Y	(806) 798-8220	(806) 765-6645	Fax:	(806) 763-3927			
<i>E-mail tcardinal@cardsports.net</i>			CEL					

Davis	Y	8914 York Pl	Watson-Sysco Foods	Curr:	1/27/2011	-	1/1/2013	Y
Mr. Mike		Lubbock TX 79424	714 2nd Place	2nd:	1/1/2009	-	1/1/2011	
			Lubbock TX 79401	1st:	1/1/2007	-	1/1/2009	
	Y	(806) 798-1701	(806) 712-1400	Fax:				
<i>E-mail davis.mike@wtx.sysco.com</i>			CEL					

Joy	Y	403 Utica Drive	Mullin, Hoard & Brown	Curr:	1/1/2012	-	1/1/2014	Y
Ms. Latrelle		Lubbock TX 79416	1500 Broadway, Ste 700	2nd:	1/1/2010	-	1/1/2012	
	Y		Lubbock TX 79401	1st:	1/1/2008	-	1/1/2010	
	Y	(806) 799-6506	(806) 765-7491	Fax:	(806) 765-0553			
<i>E-mail lbj@mhba.com</i>			CEL					

Noble	Y	4001 69th St.	Service Title	Curr:	1/1/2012	-	1/1/2014	Y
Mr. Brent		Lubbock TX 79413	4101 84th St	2nd:	1/1/2010	-	1/1/2012	
	Y		Lubbock TX 79423	1st:	1/1/2008	-	1/1/2010	
	Y	(806) 795-8748	(806) 798-3227	Fax:	(806) 798-2928			
<i>E-mail</i>			CEL					

Taylor	Y	4608 96th St		Curr:	1/1/2012	-	1/1/2014	Y
Mr. Robert		Lubbock TX 79424		2nd:	1/1/2010	-	1/1/2012	
	N			1st:	1/1/2008	-	1/1/2010	
	N	(806) 794-1720	(806) 472-5900	Fax:				
<i>E-mail rtaylor@unitedtexas.com</i>			CEL					

Chair/Pres: Robert Taylor
Vice Chair/V.P.:
Sec./Treasurer:

Staff Liaison: Cheryl Brock
Term: 2 Years
Ex-Officio Mbr.:

Council appoints Chair; Brent Noble 1st term 1.02-1.04, 1.04-1.06, 01.06-01.08; Robert Taylor 1st term 4.28.05-1.06, 1.06-1.08; Mike Davis 1st term 04.28.05-01.01.07; Tony Cardinal 1st term 01.10.05-01.01.07;

Council consensus - Members can serve more than 2 terms.

*** **CONFIDENTIAL INFORMATION NOT TO BE RELEASED!!** ***

Last Update: 5/23/2012

Board Demographic Information

#80 Central Business District Tax Increment Financing

Member	Beg. Date	Exp. Date	Gender	Ethnic	Quad	District	Age	Eligibility
Cardinal, Tony	1/27/2011	1/1/2013	Male	Anglo	S	5	40-49	Y
Davis, Mike	1/27/2011	1/1/2013	Male	Anglo	S	5		Y
Joy, Latrelle	1/1/2012	1/1/2014	Female	Anglo	NW	6	60+	Y
Noble, Brent	1/1/2012	1/1/2014	Male	Anglo	C	4		Y
Taylor, Robert	1/1/2012	1/1/2014	Male	Anglo	S	5		Y

URBAN DESIGN & HISTORIC PRESERVATION COMMISSION

	<u>Lubbock</u> <u>Population</u>	<u>Lubbock</u> <u>Adult</u> <u>Population</u>	<u>All</u> <u>City</u> <u>Boards</u>	<u>This</u> <u>Board</u>
<u>ETHNICITY</u>				
Anglo	55.0%	55.5%	78.0%	90.9% (10)
Hispanic	32.6%	32.3%	13.0%	0.0% (0)
African-American	8.7%	8.7%	7.0%	9.1% (1)
Other	3.7%	3.5%	2.0%	0.0% (0)
<u>GENDER</u>				
Male	48.5%	47.0%	70.9%	72.7% (8)
Female	51.5%	53.0%	29.1%	27.3% (3)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	15.0%	9.4%	18.2% (2)
District 2	16.4%	14.6%	3.7%	9.1% (1)
District 3	16.3%	16.4%	13.4%	27.3% (3)
District 4	17.0%	17.5%	23.4%	18.2% (2)
District 5	16.7%	19.0%	29.1%	9.1% (1)
District 6	17.2%	17.5%	16.3%	9.1% (1)
Other/Unknown	0.0%	0.0%	4.7%	9.1% (1)

PURPOSE:

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

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

APPOINTMENT INFORMATION:

Member Name &

Demographic Facts

Requirement

Attend

Eligible

Action

Ellis, Clifton (M,A,3)

Urban Planner

N/A

N

Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Clifton Ellis, Urban Planner:

Autrey,. Brandon (M,A,4) AMD Engineering¹

¹ Meets qualifications for position, and was chosen from another preference list.

AAB RECOMMENDATIONS – CONTINUED:

Davis, Edwin (M,A,5) Parkhill, Smith, & Cooper²

Schellhase, Scott (M,A,5) SLS Partnership

² Meets qualifications for position, and was chosen from another preference list.

l:/boards/memo42.doc

02/05/02

City of Lubbock
Board and Commission Recruiting Database
Updated: 5/22/2012
Sorted: By Preference

Key: CS - Presently serving on board(s)
X - Prior service on board(s)
PCI - Possible Conflict of Interest
T - Temporary

Urban Design/Historic Preservation Commission

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
1002		Brenner	Ivey	M	A		18-29	Real Estate Development	Tao Development Group	6
0503		Downey	Nancy	F	A	E	50-59	Registered Dietician	Early Childhood Interven	1
0602		Hill	Russell	M	A	C	30-39	Web Designer	Lubbock AJ	3
Second Preference:										
0808		Clary	Sue	F	A		60+	Volunteer		5
0901		Whittenbur	Kristin	F	A		30-39	Senior Education Specialis	Region 17	6
Third Preference:										
0906		Brown-Mey	Casey	M	A		40-49	Sales Manager	All Star Auto Glass	4
1005		Bruegel	Jon	M	A		18-29	Student		4
1009		Chambers	Tosha	F	AA		30-39	Homemaker		4
1004		Davis	Jon	M	A		40-49	Accountant	Capital Farm Credit	3
0910		Hail	Brian	M	A		30-39	Insurance Agent	Brian Hail State Farm	3
0405		Pearson	Neale	M	A	C	60+	Semi-Retired Professor	Semi-Retired Professor	3
0609		Schellhase	Scott	M	A		50-59	Architect	SLS Partnership	5
Fourth Preference:										
0803		Baker	Robert	M	A	C	50-59	ICU Nurse	Lubbock Heart Hospital	4
0707		Lunsford	Douglas	M	A			Marketing and Media	Lancer Productions	5
0905		Marberry	William	M	A		18-29	Realtor	Coldwell Banker	3
1004		Williams	Herbert	M	AA		40-49	Correctional Officer	TX Dept of Criminal Just	2
Fifth Preference:										
0906		Clark	Timothy	M	A		40-49	CADD Tech	Parkhill, Smith & Cooper	3
0909		Cole	Ronald	M	A		18-29	Agent	Mass Mutual Financial S	6
0907		Melendez	Jill	F	A		18-29	Social Worker	Montford Psychiatric Pri	6
0609		Villalobos	Esteban	M	H			Tile Setter's Apprentice	Custom Tiling	2
Sixth Preference:										
1108		Amor	Cherif	M	O		50-59	Dept. Chair/Assoc Prof.	Texas Tech	5
		Chapa	David	M	H		40-49	Interior Designer	TTU - Physical Plant	
0806		Kelly	David	M	A		30-39	Department Supervisor	Texas Tech University	6
0803		Lunsford	Jeremy	M	A			Student	LNG Productions Inc.	3
0803		Sosebee	Rick	M	A		50-59	Fire Protection Contractor	Koetter Fire Protection	3

Committee #42 Urban Design/Historic Preservation Commission**Perm./Temp. Board: P***Confidential***Home****Business***Reappt
Elig.*

MEMBER AT LARGE

Adams
Mr. CharlesY 601 Avenue J
Lubbock TX 79401Charles Adams Gallery
4210 82nd Street
Lubbock TX 79423

Curr: 2/1/2012 - 2/1/2014

N

2nd:

-

1st: 2/1/2010 - 2/1/2012

Fax:

Y (806) 252-9939

(806) 788-1008

Fax:

E-mail lubbart@yahoo.com

CEL

LANDSCAPE ARCHITECT

Barber
Mr. VirgilY 4809 19th St. #14
Lubbock TX 79404Avante
8201 Quaker Ave. Suite 110
Lubbock TX 79424

Curr: 2/1/2012 - 2/1/2014

N

2nd:

-

1st: 3/25/2010 - 2/1/2012

Fax: (806) 794-6301

Y (806) 792-6500

(806) 794-6300

Fax: (806) 794-6301

E-mail

CEL

MEMBER AT-LARGE

Brink
Ms. PamelaN 2707 54th Street
Lubbock TX 79413Associated Author & Editors
2301 Broadway
Lubbock TX 79401

Curr: 2/1/2012 - 2/1/2014

N

2nd:

-

1st: 2/1/2010 - 2/1/2012

Fax: (806) 744-3030

N (806) 793-0899

(806) 747-9200

Fax: (806) 744-3030

E-mail aae1@nts-online.net

CEL

HISTORY / POLITICAL
SCIENCE**Carlson**
Mr. PaulY 3 E. Brookhollow Drive
Ransom TX 79366

Curr: 2/1/2011 - 2/1/2013

Y

2nd:

-

1st:

-

Fax:

Y (806) 829-2463

Y

Y

N

CEL

E-mail

URBAN PLANNER

Ellis
Mr. CliftonY 3511 49th St
Lubbock TX 79413TTU
Box 42091
Lubbock TX 79409

Curr: 2/1/2010 - 2/1/2012

N

2nd:

2/1/2008 - 2/1/2010

1st: 9/27/2007 - 2/1/2008

Fax: (806) 742-2855

Y (806) 543-2339

(806) 742-3136

Fax: (806) 742-2855

E-mail clifton.ellis@ttu.edu

CEL

Chair/Pres:	Scott White	Staff Liaison:	Andrew Paxton
Vice Chair/V.P.:	Brianna Ingram	Term:	2 Years
Sec./Treasurer:		Ex-Officio Mbr.:	

*** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! ***

Last Update: 5/22/2012

Committee #42 Urban Design/Historic Preservation CommissionPerm./Temp. Board: **P**

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		Reappt Elig.
SOCIOLOGY/ANTHROPOLOGY					
Hurst	Y	7406 Waco Avenue Apt.A	Museum of TTU	Curr: 2/24/2011 - 2/1/2013	Y
Mr. Stance		Lubbock TX 79423	Box 43191	2nd: -	
	N		Lubbock TX 79423	1st: -	
	Y	(806) 224-5109	(806) 742-1117	Fax: (806) 742-1136	
	Y	CEL			
<i>E-mail</i>					
BUILDING CONSTRUCTION					
Ingram	N	7020 95th St.	Ferguson Enterprises, Inc.	Curr: 2/1/2012 - 2/1/2014	N
Ms. Brianna		Lubbock TX 79424	6002 42nd St	2nd: 2/1/2010 - 2/1/2012	
			Lubbock TX 79407	1st: 4/27/2009 - 2/1/2010	
	Y	(806) 789-2832	(806) 784-3140	Fax: (806) 788-0516	
		CEL			
<i>E-mail brianna.ingram@ferguson.com</i>					
ARCHEOLOGIST/PALANTOLOGY					
Mueller		5020-D Kenosha Ave	Texas Tech Museum	Curr: 4/26/2012 - 2/1/2014	Y
Mr. Bill		Lubbock TX 79413	3301 4th Street	2nd: -	
		mueller.bd@gmail.com	Lubbock TX 79415	1st: -	
		(806) 787-9551	(806) 742-2442	Fax: (806) 742-1136	
		CEL			
<i>E-mail bill.mueller@ttu.edu</i>					
AT LARGE					
Nathan		2113 E. 29th Street		Curr: 3/9/2012 - 2/1/2014	Y
Ms. Jeanette		Lubbock TX 79404		2nd: -	
				1st: -	
		(806) 782-5660		Fax:	
		CEL			
<i>E-mail jxnath1142@yahoo.com</i>					
ARCHITECT					
White	Y	2813 24th Street	Texas Tech University	Curr: 2/1/2011 - 2/1/2013	N
Dr. John		Lubbock TX 79410	MS 2091	2nd: -	
			Lubbock TX 79409	1st: 3/23/2009 - 2/1/2011	
	Y	(806) 793-6168	(806) 742-3136	Fax: (806) 742-2855	
		CEL			
<i>E-mail john.white@ttu.edu</i>					

Chair/Pres:	Scott White	Staff Liaison:	Andrew Paxton
Vice Chair/V.P.:	Brianna Ingram	Term:	2 Years
Sec./Treasurer:		Ex-Officio Mbr.:	

*** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! ***

Last Update: 5/22/2012

Committee #42 Urban Design/Historic Preservation Commission**Perm./Temp. Board: P***Confidential***Home****Business***Reappt
Elig.*

MEMBER AT LARGE

White
Mr. ScottY 2614 Ridge Road
Lubbock TX 79403

Y (806) 741-0405

CEL

National Ranching Heritage Ce

3121 4th Street
Lubbock TX 79409

(806) 742-0498

Curr: 2/1/2011 - 2/1/2013*2nd:* -*1st:* 2/12/2009 - 2/1/2011*Fax:* (806) 742-0616**Y***E-mail*

Chair/Pres:	Scott White	Staff Liaison:	Andrew Paxton
Vice Chair/V.P.:	Brianna Ingram	Term:	2 Years
Sec./Treasurer:		Ex-Officio Mbr.:	

***** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! *******Last Update: 5/22/2012**

Board Demographic Information

#42 Urban Design/Historic Preservation Commission

<i>Member</i>	<i>Beg. Date</i>	<i>Exp. Date</i>	<i>Gender</i>	<i>Ethnic</i>	<i>Quad</i>	<i>District</i>	<i>Age</i>	<i>Eligibility</i>
Adams, Charles	2/1/2012	2/1/2014	Male	Anglo		1	60+	N
Barber, Virgil	2/1/2012	2/1/2014	Male	Anglo		6	60+	N
Brink, Pamela	2/1/2012	2/1/2014	Female	Anglo		3	60+	N
Carlson, Paul	2/1/2011	2/1/2013	Male	Anglo		0		Y
Ellis, Clifton	2/1/2010	2/1/2012	Male	Anglo		3	50-59	N
Hurst, Stance	2/24/2011	2/1/2013	Male	Anglo		4	30-39	Y
Ingram, Brianna	2/1/2012	2/1/2014	Female	Anglo		5	18-29	N
Mueller, Bill	4/26/2012	2/1/2014	Male	Anglo		4	50-59	Y
Nathan, Jeanette	3/9/2012	2/1/2014	Female	African-American		2	60+	Y
White, John	2/1/2011	2/1/2013	Male	Anglo		3	60+	N
White, Scott	2/1/2011	2/1/2013	Male	Anglo		1	40-49	Y

Tuesday, May 22, 2012

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
July 12, 2012
9:30 A. M.

The City Council of the City of Lubbock, Texas met in special session on the 12th day of July, 2012, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 7:30 a. m.

9:50 A.M. CITY COUNCIL CONVENED
City Council Chambers, 1625 13th Street, Lubbock, Texas

Present: Mayor Glen C. Robertson; Council Member Jim Gerlt; Council Member Karen Gibson; Council Member Victor Hernandez; Council Member Todd R. Klein; Council Member Latrelle Joy; Assistant City Manager Quincy White; City Secretary Rebecca Garza; City Attorney Sam Medina

Absent: Mayor Pro Tem Floyd Price

1. Regular Agenda

- 1. 1. Public Hearing at 9:30 a.m. - Planning:** Ordinance No. 2012-O0076 for a petition annexation for a parcel located north of Erskine Avenue and West of North Frankford Avenue (from 660 feet north of Erskin north 1737 feet and from 150 feet west of North Frankford, a distance of 205 feet).

Mayor Robertson opened the public hearing at 9:52 a.m.

Terry Holeman, Director of Development Services for Hugo, Reed, & Associates, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Robertson closed the public hearing at 9:54 a.m.

Motion by Council Member Karen Gibson, seconded by Council Member Todd R. Klein to approve Ordinance No. 2012-O0076.

Vote: 6 - 0 Motion carried

9:55 A.M. CITY COUNCIL ADJOURNED

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
July 12, 2012
7:30 A. M.

The City Council of the City of Lubbock, Texas met in regular session on the 12th of July, 2012, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 7:30 a. m.

7:32 A.M. CITY COUNCIL CONVENED
City Council Chambers, 1625 13th Street, Lubbock, Texas

Present: Mayor Glen C. Robertson; Council Member Jim Gerlt; Council Member Karen Gibson; Council Member Victor Hernandez; Council Member Todd R. Klein; Council Member Latrelle Joy; Assistant City Manager Quincy White; City Secretary Rebecca Garza; City Attorney Sam Medina

Absent: Mayor Pro Tem Floyd Price

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

- *Citizen Comments; Sign-ups (1.1); Executive Session; 3.1-3.3; 4.1; 5.3; 5.6-5.9; 5.12-5.14; 5.16; 5.18; 5.20-5.21; 5.23-5.31; 5.33-5.34; 5.1-5.2; 5.4-5.5; 5.10-5.11; 5.15; 5.17; 5.19; 5.22; 5.32; 6.2-6.2.2; 6.3-6.6; and 7.3.*
- *Items 6.1 and 7.1-7.2 were deleted.*

1. **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.**

1. 1. Sign-ups:

Burley Owen appeared before Council to speak against raising fees.

2. Executive Session

The meeting was called into a closed public session at 7:40 a.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into public session at 9:18 a.m.

2. 1. Hold an executive session in accordance with Vernon's Texas Codes Annotated (V.T.C.A.) Government Code, Section 551.071, to discuss pending or contemplated litigation or settlement agreement, and hold a consultation with attorney.

2. 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 and the City's denial of the intent filed by Atmos Energy Corporation and to consider a settlement.
2. 1. 2. Consider a Resolution authorizing the Mayor to execute a Settlement Agreement between Officer Curtis Fish, the City, and any and all concerned parties and Willie Williams in connection with Willie Williams v. Curtis Fish, Individually and as Officer for the Lubbock Police Department, Civil Action No. 5:11-CV-215-C, in the United States District Court for the Northern District of Texas, Lubbock Division.
2. 1. 3. Delinquent Hotel Occupancy Tax.
2. 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. 2012-501169, Republic Power Partners, L.P. v. WTMPA and the City of Lubbock).
2. 3. 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 Canadian River Municipal Water Authority and Urban Design & Historic Preservation Commission.

3. **Proclamations and Presentations**

3. 1. Invocation by Pastor Jeremy McCombs, Seventh-Day Adventist Church

Pastor Jeremy McCombs, Seventh-Day Adventist Church, led the invocation.

3. 2. Pledges of Allegiance

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

3. 3. Board Recognitions:

Animal Services Advisory Board

Joe Cantu (unable to attend)

Citizens Traffic Commission

Christopher Ramirez

Keep Lubbock Beautiful Advisory Committee

Elizabeth Regner

Kristen Vander-Plas

Public Transit Advisory Board

Julio Gonzales (unable to attend)

Water Board of Appeals

Sid Friend (unable to attend)

4. **Minutes**

4. 1. June 7, 2012 Regular City Council Meeting

Motion by Council Member Todd R. Klein, seconded by Council Member Karen Gibson to approve the June 7, 2012 Regular City Council minutes.

Vote: 6 - 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 Karen Gibson, seconded by Council Member Todd R. Klein to approve items 5.3, 5.6-5.9, 5.12-5.14, 5.16, 5.18, 5.20-5.21, 5.23-5.31, and 5.33-5.34.

Vote: 6 - 0 Motion carried

5. 1. Budget Ordinance Amendment 1st Reading - Finance : Ordinance No. 2012-O0074, Amendment 19, amending the Adopted FY 2011-12 Budget respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP), Grant No. 82048; accept and appropriate additional funding from the Texas State Library and Archives Commission (TSLAC) for the Library System Operation Grant, Grant No. 83061; and reduce funds from the TSLAC for the Interlibrary Loan Center Grant, Grant No. 83062.

Motion by Council Member Todd R. Klein, seconded by Council Member Karen Gibson to approve Ordinance No. 2012-O0074 pertaining to only the TDHCA funding for the Comprehensive Energy Assistance Program.

Vote: 5 - 0 Motion carried

Other: Council Member Victor Hernandez (RECUSE)

Motion by Council Member Victor Hernandez, seconded by Council Member Karen Gibson to approve Ordinance No. 2012-O0074 pertaining to all other items except the TDHCA funding for the Comprehensive Energy Assistance Program.

Vote: 6 - 0 Motion carried

5. 2. Resolution - Legal : Resolution No. 2012-R0272 authorizing the Mayor to execute a Settlement Agreement between Officer Curtis Fish, the City, and any and all concerned parties and Willie Williams in connection with Willie Williams v. Curtis Fish, Individually and as Officer for the Lubbock Police Department, Civil Action No. 5-11CV0215-C, in the United States District Court for the Northern District of Texas, Lubbock Division.

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

Motion by Council Member Latrelle Joy, seconded by Council Member Karen Gibson to approve Resolution No. 2012-R0272.

Vote: 6 - 0 Motion carried

5. 3. **Ordinance 1st Reading – City Manager** : Ordinance No. 2012-O0071 amending Chapter 18, Taxation, of the Lubbock Code of Ordinances, providing for the amendment of such code; providing a savings clause; providing a penalty for the violation thereof; providing for publication; and providing when such code and this ordinance shall become effective.
5. 4. **Ordinance 1st Reading – Traffic** : Ordinance No. 2012-O0075 amending Chapter 20, Traffic, of the Code of Ordinances, providing for the amendment of such code; providing a savings clause; providing a penalty for the violation thereof; providing for publication; and providing when such code and this ordinance shall become effective.

Motion by Council Member Todd R. Klein, seconded by Council Member Karen Gibson to approve Ordinance No. 2012-O0071.

Vote: 5 - 1 Motion carried

NAY: Council Member Victor Hernandez

5. 5. **Contract Resolution - Public Works Engineering** : Resolution No. 2012-R0273 authorizing the Mayor to execute Contract 10846 for professional engineering services with Parkhill, Smith & Cooper, Inc. (PSC), for the reconstruction of 34th Street from Indiana Avenue to Quaker Avenue.

Marsha Reed, Chief Operating Officer, gave comments and answered questions from Council.

Motion by Council Member Karen Gibson, seconded by Council Member Todd R. Klein to approve Resolution No. 2012-R0273.

Vote: 6 - 0 Motion carried

5. 6. **Contract Resolution - Public Works Waste Water Treatment** :Resolution No 2012-R0263 authorizing the Mayor to execute purchase order contract 23101599 with CC Lynch and Associates, Inc., for purchase and delivery of 36 Hydro-Flow Model 2200 vortex flow meters, Bid 12-10641-DG.
5. 7. **Ordinance 1st Reading – Right-of-Way** : Ordinance No. 2012-O0072 abandoning and closing a portion of North Brentwood Avenue, Block JS, Section 1, Lubbock County, Texas.
5. 8. **Ordinance 1st Reading – Right-of-Way** : Ordinance No. 2012-O0073 abandoning and closing two temporary drainage easements, located in Block JS, Section 1, Lubbock County, Texas, 5502 Auburn Street.
5. 9. **Contract Resolution - Human Resources** : Resolution No. 2012-R0264 adding Contract 10490 with New York Life Insurance Company as a vendor for the City's Deferred Compensation Plan.
5. 10. **Contract Resolution - Fire Department** : Resolution No. 2012-R0274 authorizing the Mayor to execute Contract 10513 an agreement with Wiginton Hooker Jeffry Architects (WHJA), for professional architectural and engineering services for the design of Fire Station #19, 5826 98th Street, Lubbock, Texas, RFQ 12-10513-MA.

Mark Yearwood, Assistant City Manager; and Mike Kemp, Fire Chief, gave comments and answered questions from Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Karen Gibson to approve Resolution No. 2012-R0274.

Vote: 5 - 1 Motion carried

NAY: Council Member Latrelle Joy

- 5. 11. Contract Resolution - Facilities :** Resolution No. 2012-R0275 authorizing the Mayor to execute job order contract 12-10785-JOC with Minnix Commercial Partners, LTD., of Lubbock, Texas, for the renovations of building space for Public Health operations.

Scott Snider, Assistant City Manager, gave comments and answered questions from Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Karen Gibson to approve Resolution No. 2012-R0275.

Vote: 6 - 0 Motion carried

- 5. 12. Contract Resolution - Community Development :** Resolution No. 2012-R0265 authorizing the Mayor to execute an Amendment to Contract 61120001291, and all related documents, with Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant to provide assistance to reduce poverty, revitalize low-income communities, and empower low-income families and individuals to become self-sufficient.
- 5. 13. Amendment to Contract Resolution - Community Development :** Resolution No. 2012-R0266 authorizing the Mayor to execute an Amendment to Contract 61110001133, for the 2011 funding year and all related documents with Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG) that provides funds to reduce poverty, revitalize low-income communities and empower low-income families and individuals to become self-sufficient.
- 5. 14. Contract Resolution - Community Development :** Resolution No. 2012-R0267 authorizing the approval, and any changes, of the proposal for the Community Development and Services Board (CDSB) FY 2012-13 funding recommendations to the United States Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG), Home Investment Partnership Program (HOME), and the Emergency Solutions Grant (ESG).
- 5. 15. Contract Resolution - Fleet Services:** Resolution No.'s 2012-R0276, 2012-R0277, and 2012-R0278 authorizing the Mayor to execute purchase order Contract No. 10005921 with Robert's Truck Center; purchase order Contract 31010881 with Lubbock Truck Sales; and purchase order Contract 31010880 with Forman's Pickup Pals for Medium and Heavy Duty Trucks, BID 12-10593-RH.

Motion by Council Member Todd R. Klein, seconded by Council Member Karen Gibson to approve Resolution No.'s 2012-R0276, 2012-R0277, and 2012-R0278.

Vote: 5 - 0 Motion carried

Other: Council Member Latrelle Joy (RECUSE)

- 5. 16. Contract Resolution - Fleet Services :** Resolution No. 2012-R0268 authorizing the Mayor to execute purchase order Contract 31010786 with Cisco Equipment for Agricultural Equipment, Bid 12-10594-RH.

5. 17. **Contract Resolution - Fleet Services** : Resolution No. 2012-R0279 authorizing the Mayor to execute Contract 10228 with U.S. Bank for Fleet Fuel Card Services.

Leslie Cox, Director of Telecom and Fleet Operations/Information Technology; and Mike Kemp, Fire Chief, gave comments and answered questions from Council.

Motion by Council Member Karen Gibson, seconded by Council Member Todd R. Klein to approve Resolution No. 2012-R0279.

Vote: 6 - 0 Motion carried

5. 18. **Contract Resolution - Fleet Services:** Resolution No. 2012-R0269 authorizing the Mayor to execute purchase order Contract 31010968 with Associated Supply Company Inc., for a 145 HP Motor Grader, Bid 12-10595-RH.

5. 19. **Resolution - Cultural Arts** : Resolution No. 2012-R0280 approving the recommendation from the Cultural Arts Grant Review Committee and the Civic Lubbock, Inc. Board of Directors for the first of two granting periods for the 2012 Cultural Arts Grant Program using Hotel Occupancy Tax funds allocated for FY 2011-12.

Dr. Donald Haragan, Vice Chair of Civic Lubbock, Inc., gave comments and answered questions from Council.

Motion by Council Member Victor Hernandez, seconded by Council Member Karen Gibson to approve Resolution No. 2012-R0280.

Vote: 5 - 0 Motion carried

Other: Council Member Todd R. Klein (RECUSE)

5. 20. **Contract Resolution - Information Technology:** Resolution No. 2012-R0270 authorizing the Mayor to execute purchase order Contract 33000265 with Hewlett Packard for the purchase of desktop computers, monitors and laptop computers.

5. 21. **Contract Resolution - Citibus** : Resolution No. 2012-R0271 authorizing the Mayor to execute Contract 10773 with JNI Contractors for bus shelter installation, ITB 12-10773-DG.

5. 22. **Resolution - Procurement** : Resolution No. 2012-R0281 amending the City of Lubbock purchasing policy to grant authority to the City Manager to approve routine contracts of \$50,000 or less.

Motion by Council Member Karen Gibson, seconded by Council Member Latrelle Joy to approve Resolution No. 2012-R0281.

Motion by Council Member Victor Hernandez, seconded by Council Member Todd R. Klein to amend the main motion by adding the following:

- THAT the City Manager, or her designee, is hereby directed to provide to the members of the City Council a written report showing each contract approved by the City Manager on a quarterly basis.

Vote: 6 - 0 Motion carried

Main Motion (with amendment)

Vote: 6 - 0 Motion carried

5. 23. **Amending Ordinance 2nd Reading - Finance** : Ordinance 2012-O0059 amending Ordinance No. 2011-O0071 with regard to the Service and Assessment Plan and the FY 2012-13 Budget of the Valencia Public Improvement District.
5. 24. **Ordinance 2nd Reading - Finance** : Ordinance 2012-O0062 reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Point Public Improvement District; approving, adopting, and filing with the City Secretary, the Assessment Roll; closing the hearing and levying assessments based on the revised Service Plan for the cost of certain services and/or improvements to be provided in the District during FY 2012-13.
5. 25. **Ordinance Amendment 2nd Reading - Finance** : Ordinance No. 2012-O0058 amending Ordinance No. 2011-O0063 respecting the Service Plan and the FY 2011-12 Budget for the North Point Public Improvement District (PID).
5. 26. **Budget Ordinance Amendment 2nd Reading - Finance** : Ordinance 2012-O0057, Amendment 18, amending the FY 2011-12 Budget respecting the North Point Public Improvement District (PID) Special Revenue Fund, Fund No. 159.
5. 27. **Ordinance 2nd Reading - Finance** : Ordinance 2012-O0063 reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Quincy Park Public Improvement District; 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.
5. 28. **Ordinance 2nd Reading - Finance** : Ordinance 2012-O0064 reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Overton Public Improvement District; 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 2012.
5. 29. **Ordinance 2nd Reading - Planning** : Ordinance 2012-O0065, Zone Case 2933-C: request of Betenbough Homes for a zoning change from A-2 (High-Density Apartment District) to R-1(Single-Family District) Specific Use for single family homes with a 20-foot front setback on 11.59 acres of unplatted land out of Block AK, Section 27 (98th Street and Quincy Avenue) and to consider an ordinance.
5. 30. **Ordinance 2nd Reading - Planning** : Ordinance 2012-O0066, Zone Case 3020-A: request of John Houston for a zoning change from R-1(Single-Family District) Specific Use to IDP (Industrial Park District) Specific Use for a single family home with a 70-foot by 100-foot shop on 8.68 acres of unplatted land out of Block A, Section 11 (2001 Kent Street) and to consider an ordinance.
5. 31. **Ordinance 2nd Reading - Planning** : Ordinance 2012-O0067, Zone Case 2573-M: request of Hugo Reed and Associates, Inc (for Northpark 289 Apts, LLC) for a zoning change from C-3 (General Retail District) to A-2 (High-Density Apartment District) Specific Use for phase two of the Renaissance Apartments on 2.3 acres of unplatted land out of Block JS, Section 1 (Colgate Street, west of North Slide Road) and to consider an ordinance.
5. 32. **Ordinance 2nd Reading - Planning** : Ordinance 2012-O0068, Zone Case 3050-E: request of Michael Postar for a zoning change from C-3 (General Retail District) to C-4 (Commercial District) Specific Use for a self-storage business on 5.5 acres of unplatted land out of Block E-2, Section 22 (12907 Quaker Avenue) and to consider an ordinance.

Motion by Council Member Karen Gibson, seconded by Council Member Jim Gerlt to approve Ordinance No. 2012-O0068.

Vote: 6 - 0 Motion carried

5. 33. Ordinance 2nd Reading - Planning : Ordinance 2012-O0070 an ordinance that will adopt the Central Business Arts District (CB-6).

5. 34. Ordinance 2nd Reading - Fire Department : Ordinance 2012-O0061 adopting the 2009 International Fire Code.

6. Regular Agenda

6. 1. Public Hearing at 9:30 a.m. - Planning : Hold a public hearing to consider a petition annexation for a parcel located north of Erskine Avenue and West of North Frankford Avenue (from 660 feet north of Erskine north 1737 feet and from 150 feet west of North Frankford a distance of 205 feet).

This item was deleted.

9:50 A.M. CITY COUNCIL RECESSED INTO A SPECIAL CITY COUNCIL MEETING

9:55 A.M. CITY COUNCIL RECONVENED THE REGULAR CITY COUNCIL MEETING

6. 2. Public Hearing 9:30 a.m. - Community Development : Hold a public hearing to consider an amendment to Urban Renewal Land Use Plan Area 23 to revise the existing Urban Renewal Land Use Plan from R-1 (Single-Family District) to Commercial/Interstate Highway Commercial District (IHC) Specific Use in the 300 Blocks of Avenue V and Vernon Avenue, legally described as Lots 5 through 20, Green-Hankins Addition, a Subdivision of Block 11, Roberts & McWhorter Addition to the City of Lubbock, Lubbock County, Texas, to provide for the development of a hotel.

Mayor Robertson opened the public hearing at 9:55 a.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 9:55 a.m.

Motion by Council Member Todd R. Klein, seconded by Council Member Latrelle Joy to amend the Urban Renewal Land Use Plan, Area 23, revision the existing Urban Renewal Land Use Plan from R-1 (Single-Family District) to Commercial/Interstate Highway Commercial District (IHC) Specific Use in the 300 Blocks of Avenue V and Vernon Avenue, legally described as Lots 5 through 20, Green-Hankins Addition, a Subdivision of Block 11, Roberts & McWhorter Addition to the City of Lubbock, Lubbock County, Texas, to provide for the development of a hotel.

Vote: 5 - 1 Motion carried

NAY: Council Member Victor Hernandez

6. 2. 1. Resolution - Community Development : Resolution No. 2012-R0282 authorizing the Mayor to execute an amendment to the Urban Renewal Land Use Plan Area 23 to revise the existing Urban Renewal Land Use Plan from R-1 (Single-Family District) to Commercial/Interstate Highway Commercial District (IHC) Specific Use in the 300 Blocks of Avenue V and Vernon Avenue, legally described as Lots 5 through 20, Green-Hankins Addition, a Subdivision of Block 11, Roberts & McWhorter Addition of the City of Lubbock, Lubbock County, Texas, for the development of a hotel.

Motion by Council Member Karen Gibson, seconded by Council Member Jim Gerlt to approve Resolution No. 2012-R0282.

Vote: 5 - 1 Motion carried

NAY: Council Member Victor Hernandez

- 6. 2. 2. Resolution - Community Development :** Resolution No. 2012-R0283 authorizing the Mayor to approve the price and conditions of sale by the Urban Renewal Agency of a vacant lot to Lubbock Development, LP., for \$1,500 at 305 Vernon Avenue, legally described as Lot 15, Green-Hankins Addition, a Subdivision of Block 11, Roberts & McWhorter Addition of the City of Lubbock, Lubbock County, Texas.

Motion by Council Member Karen Gibson, seconded by Council Member Jim Gerlt to approve Resolution No. 2012-R0283.

Vote: 5 - 1 Motion carried

NAY: Council Member Victor Hernandez

- 6. 3. Contract Resolution - Community Development :** Resolution No. 2012-R0284 authorizing the Mayor to execute Contract 10855, a Community Development Funding Contract, and all related documents with Catholic Charities Diocese of Lubbock to provide assistance to families to transition them out of poverty through the Community Service Block Grant for the Parent Empowerment Program.

Motion by Council Member Jim Gerlt, seconded by Council Member Latrelle Joy to approve Resolution No. 2012-R0284.

Vote: 5 - 0 Motion carried

Other: Council Member Victor Hernandez (RECUSE)

- 6. 4. Ordinance 2nd Reading - Planning :** Ordinance 2012-O0069, Zone Case 3176: request of Hugo Reed and Associates, Inc (for G. Greenstreet, Inc) for a zoning change from R-3 (Multi-Family District) to IHC (Interstate Highway Commercial District) Specific Use for a hotel on 2.8 acres of platted land including Lots 5 through 20, Block 11, Green Hankins Addition (North of Marsha Sharp Freeway, between Vernon Avenue and Avenue V) and to consider an ordinance.

Motion by Council Member Karen Gibson, seconded by Council Member Latrelle Joy to approve Ordinance No. 2012-O0069.

Vote: 5 - 1 Motion carried

NAY: Council Member Victor Hernandez

- 6. 5. Resolution - City Secretary :** Resolution No. 2012-R0285 designating a Mayor Pro Tem.

Nominations were: Council Member Todd R. Klein and Council Member Karen Gibson

Motion by Council Member Victor Hernandez, seconded by Council Member Latrelle Joy to cease nominations.

Vote: 6 - 0 Motion carried

Votes were taken as follows for the Mayor Pro Tem position:

Todd Klein: 2 Ayes (Council Members Todd R. Klein and Victor Hernandez)

Karen Gibson: 4 Ayes (Mayor Glen Robertson and Council Members Jim Gerlt, Karen Gibson, and Latrelle Joy)

Council Member Karen Gibson was elected as Mayor Pro Tem.

- 6. 6. Board Appointments - City Secretary :** Consider one appointment to the Appointments Advisory Board, one appointment to the Canadian River Municipal Water Authority, and one appointment to the Urban Design & Historic Preservation Commission.

Appointments Advisory Board: Motion by Council Member Victor Hernandez, seconded by Council Member Karen Gibson, to appoint Grace Quirino.

Vote: 6 - 0 Motion carried

Canadian River Municipal Water Authority: Motion by Council Member Todd R. Klein, seconded by Council Member Victor Hernandez, to appoint Dwight McDonald.

Vote: 6 - 0 Motion carried

Urban Design & Historic Preservation Commission: This item will be discussed at the July 26, 2012 City Council Meeting.

- 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.**

- 7. 1.** Lubbock Chamber of Commerce will give a presentation on "Imagine Lubbock Together."

This item was deleted.

- 7. 2.** Presentation and discussion of the Appointments Advisory Board 2011 Annual Report on demographics and statistics regarding city boards and commissions; and discussion on increasing the diversity of representation on the boards and commissions. Bruce Satterfield, Chair, Appointments Advisory Board.

This item was deleted.

- 7. 3.** City Manager - FY 2012-13 Operating and Capital Budget Presentation

Cheryl Brock, Budget Director, presented the FY 2012-13 Operating Capital Budget and answered questions from Council.

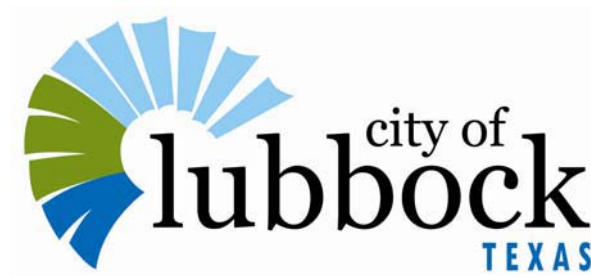
11:10 A.M. CITY COUNCIL ADJOURNED

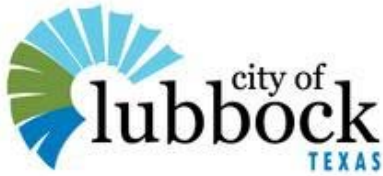
There being no further business to come before Council, Mayor Robertson adjourned the meeting.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary





Regular City Council Meeting

5. 1.

Meeting Date: 08/09/2012

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - LP&L: Consider Budget Ordinance 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.

Item Summary

Amend Capital Improvement Project No. 92197, Tie Line Transformer Replacement, by changing \$2,038,511 of the funding from LP&L Pay-As-You-Go to prior year bonds.

Establish Capital Improvement Project 92283, MGL 6 & 7 Cooling Tower Replacement, and appropriate \$1.75 million.

Decrease the transfer from the LP&L Operating Fund to the LP&L Capital Project Fund by \$288,511, from \$19,852,000 to \$19,563,489.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Budget Director

Attachments

Ordinance - LP&L

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2011-12 BUDGET FOR MUNICIPAL PURPOSES 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 NO. 92283, MGL 6 & 7 COOLING TOWER REPLACEMENT; AND RESPECTING THE OPERATING FUND BY DECREASING THE TRANSFER TO THE CAPITAL PROJECTS FUND.

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 #21) for municipal purposes, as follows:

- I. Amend Capital Improvement Project No. 92197, Tie Line Transformer Replacement, by changing \$2,038,511 of the funding from LP&L Pay-As-You-Go to prior year bonds.
- II. Establish Capital Improvement Project 92283, MGL 6 & 7 Cooling Tower Replacement, and appropriate \$1.75 million.
- III. Decrease the transfer from the LP&L Operating Fund to the LP&L Capital Project Fund by \$288,511 from \$19,852,000 to \$19,563,489.

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:



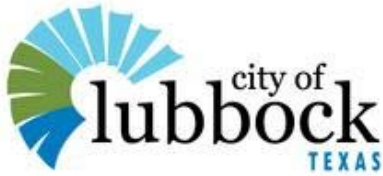
Cheryl Brock
Budget Director

APPROVED AS TO FORM:



Amy Sims
Assistant City Attorney

BudgetFY1112.Amend21.ord
8.1.12



Regular City Council Meeting

5. 2.

Meeting Date: 08/09/2012

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance 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.

Item Summary

Accept and appropriate \$169,091 from the DOJ for the Edward Byrne Memorial JAG to fund the Lubbock County Joint Enforcement Initiative Program.

The City of Lubbock and Lubbock County are each eligible to receive funding and agree to share the grant equally, each receiving \$84,545.50. The Lubbock Police Department (LPD) will manage the grant.

The LPD will use grant funds to purchase a license plate reader system to enable patrol vehicles to automatically scan and detect license plates of parked and moving vehicles in high-crime and high-traffic volume areas for stolen vehicles, vehicles on terrorism or other special threat watch lists, and vehicles that have been parked in certain areas for an extended period of time. The LPD anticipates using the entire amount of the City's portion of the grant for this purpose and will use its operating budget to complete this project if needed.

Accept and appropriate an additional \$57,162 from HUD for the ESG, for a total grant appropriation of \$158,783. The ESG provides assistance to homeless individuals and families through the Rapid Re-housing Program in the form of rent and utility assistance.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Budget Director

Attachments

Budget Ordinance - HUD & DOJ

Budget Detail Sheet - JAG

Budget Detail Sheet - ESG

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2011-12 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ) FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG); AND TO ACCEPT AND APPROPRIATE ADDITIONAL FUNDING FROM THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FOR THE EMERGENCY SOLUTIONS GRANT (ESG), GRANT NO. 80046.

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 #22) for municipal purposes, as follows:

- I. Accept and appropriate \$169,091 from the DOJ for the Edward Byrne Memorial JAG to fund the Lubbock County Joint Enforcement Initiative Program.
- II. Accept and appropriate an additional \$57,162 from HUD for the ESG, for a total grant appropriation of \$158,783. The ESG provides assistance to homeless individuals and families through the Rapid Re-housing Program in the form of rent and utility assistance.

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.Amend22.ord
8.1.12

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
August 9, 2012

Administrative Information

City Assigned Grant Number	TBD
Grant Name	Justice Assistance Grant (JAG)
Grant Effective Date	10/1/2011 - 9/30/2015
Grant Provider/Agency	United States Department of Justice
Grant Award Amount	\$ 169,091

Budget Information

Project Detail	Cost
COUNTY:	
Photographic/Video Comparisons Training	\$ 4,500
LEVA Audio Forensics Training	4,000
Geocell Advanced Cell Phone Investigations Training	1,500
UMP Armorer's Training	700
Computer Forensics Training @ FLETC	41,000
Tablet Computers with Connectivity	10,100
Identification Jackets	2,000
Lapel Microphones/Earphones	1,000
Courthouse Security Equipment	1,564
FLIR Infrared Units	16,829
Forensics Lab Equipment	1,353
CITY:	
Equipment - License Plate Reader System	84,546
Total Project Amount	\$ 169,091

City of Lubbock, TX
Grant Amendment
Existing Grant - Budget Detail
August 9, 2012

Administrative Information:

City Assigned Grant Number:	80046
Grant Name:	Emergency Solutions Grant
Grant Effective Date:	10/01/2011-09/30/2012
Grant Provider/Agency:	U.S. Department of Housing and Urban Development
Original Appropriation Date:	9/8/2011
Original Appropriation-Budget Ordinance:	2011-O0080
Original Grant Acceptance-Resolution:	2011-R0514

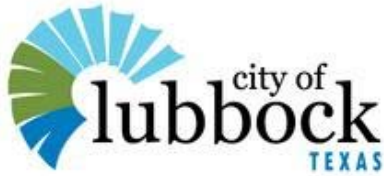
Personnel Information:

No. of full-time positions funded w/ grant: 2

Title of Position	Annual Salary	Annual Benefits	Grant	Other Grant	General Fund
Program Specialist	\$ 41,431	21,393	3,800	59,024	-
CD Contract Coordinator	57,251	25,760	3,027	79,984	-
Total	\$ 98,682	47,153	6,827	139,008	-

Budget Information:

Grant Amendment Detail	6/23/2011		
	Award Amount	Amendment Amount	Total Award Amount
Salaries	\$ 3,425	4,600	8,025
Benefits	1,656	2,227	3,883
Contractual			
Alcoholic Recovery Center - Operations	14,500	-	14,500
Catholic War Veterans - Homeless Prevention	8,000	-	8,000
Catholic War Veterans - Essential Services	1,000	-	1,000
Family Promise - Operations	14,500	-	14,500
Salvation Army - Operations	12,055	-	12,055
Salvation Army - Essential Services	12,000	-	12,000
Salvation Army - Homeless Prevention	22,485	-	22,485
WPS - Essential Services	12,000	-	12,000
Salvation Army - Rapid Re-housing	-	32,735	32,735
Salvation Army - Relocation/Stabilization	-	17,600	17,600
Total Amendment	\$ 101,621	57,162	158,783



Regular City Council Meeting

5.3.

Meeting Date: 08/09/2012

Information

Agenda Item

Ordinance Willow Bend 2nd Reading - Finance: Consider an 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.

Item Summary

The Resolution to create the Willow Bend PID, Resolution No. 2005-R0492, was approved on October 27, 2005. On August 25, 2011, Resolution No. 2011-R0357, appointed five members to the Willow Bend PID Advisory Board to work with the residents in developing a Service Plan prior to setting the assessment. The first reading of this item was preceded by a Public Hearing held during the July 26th meeting of the City Council, which allowed property owners in the District to speak in favor of, or in opposition to, the assessment rate pursuant to Chapter 372 of the Texas Local Government Code. The 2012 proposed assessment rate for Willow Bend PID is \$0.00 per \$100 of valuation. If this item is approved on second reading, the Willow Bend PID will not provide any services or improvements during FY 2012-13.

Exhibit C is available for review in the City Secretary's Office.

Fiscal Impact

None.

Staff/Board Recommending

Cheryl Brock, Budget Director

Attachments

Willow Bend PID Revised Assessment Ordinance

Willow Bend PID Map Exhibit A

Willow Bend - Exhibit B

2012 Willow Bend Assessment Roll Exhibit C Revised

ORDINANCE NO. _____

AN ORDINANCE REVIEWING CLASSIFICATIONS FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE WILLOW BEND PUBLIC IMPROVEMENT DISTRICT (“DISTRICT”); APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; CLOSING THE HEARING AND LEVYING 2012 ASSESSMENTS FOR THE COST OF CERTAIN SERVICES AND/OR IMPROVEMENTS TO BE PROVIDED IN THE DISTRICT DURING FY 2012-13; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE DISTRICT AND AGAINST THE OWNERS THEREOF; AND PROVIDING FOR THE COLLECTION OF THE ASSESSMENT.

WHEREAS, Chapter 372 of the Texas Local Government Code (the “Act”) allows for the creation of public improvement districts; and

WHEREAS, On October 27, 2005 the City Council passed Resolution No.2005-R0492 which made certain findings concerning the advisability of creating the Willow Bend Public Improvement District (Exhibit A), authorized and created the District as a public improvement district under Chapter 372 of the Texas Local Government Code, and designated the Lubbock City Council as the entity responsible for the management of and provision of services and improvements to the District; and

WHEREAS, On November 7, 2005 the Lubbock City Council passed Resolution 2005-R0518, approving the Service Plan and an Assessment Plan for the Willow Bend Public Improvement District, Exhibit B, attached hereto, contains a Revised 2012 Service and Assessment Plan for the Willow Bend Public Improvement District; and

WHEREAS, Chapter 372 of the Texas Local Government Code requires that the City Council review the Service Plan; prepare a proposed assessment roll and file it with the City Secretary; and schedule a public hearing to consider the proposed assessments and receive public comment on an annual basis; and

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held July 26, 2012, to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner’s concerns and comments (both oral and written) on proposed 2012 assessments within the Willow Bend Public Improvement District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired by the calling and holding of such public hearing to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2012 assessment rate for a special assessment against real property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

WHEREAS, the City Council desires to review classifications and formulas for the apportionment of the costs for services and improvements of the property in the District, and approve, adopt and file with the City Secretary the assessment roll (Exhibit C); and

WHEREAS, the City Council finds after review that the Revised Service Plan and Assessment Plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of \$0.00 per \$100.00 of net taxable value through year 2013, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate.

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

SECTION 1: That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2: That the City Council after review of the Revised Service Plan approves the method of assessing special benefits of services and improvements and the Revised Service Plan, which is set forth in the Assessment Plan attached and incorporated herein as Exhibit B. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Revised Service Plan, each property owner in the District identified for assessments in 2012 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment. All property will be assessed on an annual basis beginning January 1, 2012.

SECTION 3: The City Council hereby approves, adopts and files with the City Secretary the assessment roll attached hereto and made a part of and marked as Exhibit C (the "Assessment Roll"). The Assessment Roll states an estimate of the assessment against each parcel of land in the District, as determined by the method of assessment set forth in the Service Plan and this Ordinance. The City Secretary shall file the Assessment Roll in the official City records. The Assessment Roll shall be subject to public inspection.

SECTION 4: That the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on July 26, 2012 at 9:30 a.m. in the City Council Chamber, 1625 13th Street, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3)

the cost of the services and improvements; (4) the boundaries of the District; and (5) that written or oral objections will be considered at the hearing.

SECTION 5: That the City Council finds that Lubbock City staff mailed to the owners of property liable for assessment notice of the hearing as the ownership appears on the City tax roll. The notice contained the information required by the Act. The notice was mailed before the 10th day before the date of the hearing to the last known address of the property owner on the City tax roll. The failure of the property owner to receive notice does not invalidate the proceeding.

SECTION 6: That the City Council finds that the assessments should be made and levied against the respective parcels of property within the District and against the owners thereof, and are substantially in proportion to the benefits to the respective parcels of property by means of the services and improvements in the District for which such assessments are levied, and further finds that in each case the property assessed is specially benefited by means of the said services and improvements of the District, and further finds that the apportionment of costs of the services and improvements is in accordance with the law in force in this City and the State and in the proceedings of the city heretofore had with reference to the formation of the District and the imposition of assessments for said services and improvements are in all respects valid and regular.

SECTION 7: That there shall be and is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2012 city net taxable value in the manner described in the assessment attached hereto in Exhibits B and C and made part hereof shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

SECTION 8: That the several sums above mentioned and assessed against the said parcels of property and the owners thereof, and interest thereon at the rate per annum established in Section 9 together with reasonable attorney's fees and costs of collection, if incurred, are hereby declared to be and are made a first and prior lien against the property assessed, superior to all other liens and claims except liens and claims for ad valorem taxes and is a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien shall attach on January 1 of each year to the property to secure the payment of all assessments, penalties, and interest ultimately imposed for the year on the property, whether or not the assessments are imposed in the year the lien attaches and shall be effective until the assessment is paid. The lien is perfected on attachment and perfection requires no further action by the governing body.

SECTION 9: That the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31,

2013 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax Code. A delinquent assessment incurs a penalty of six percent of the amount of the assessment for the first calendar month it is delinquent plus one percent for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this section as long as the assessment remains unpaid, regardless of whether a judgment for the delinquent assessment has been rendered. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof, including costs and attorney's fees, shall be enforced by the governing body in the same manner that an ad valorem tax lien against real property may be enforced by the governing body under Chapters 31, 32 and 33 of the Texas Property Tax Code. The owner of the assessed property may pay at any time the entire assessment on any lot or parcel, along with any interest and penalty that has accrued on the assessment.

SECTION 10: That all assessments levied are a personal liability and charge against the real and true owners of the premises described, notwithstanding such owners may not be named, or may be incorrectly named.

SECTION 11: That the assessments herein levied are made and levied under and by virtue of the terms powers and provisions of the Public Improvement District Assessment Act, Chapter 372 of the Texas Local Government Code, as amended.

SECTION 12: That the City may contract with the Lubbock Central Appraisal District and/or any competent attorney to collect the assessments and to represent the Willow Bend Public Improvement District to enforce the collection of delinquent assessments. The attorney's compensation shall be set in the contract, but the total amount of compensation provided may not exceed 20 percent of the amount of delinquent assessment, penalty, and interest collected, as required in Section 6.03 of the Texas Property Tax Code.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____, 2012.

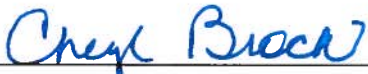
Passed by the City Council on second reading on _____, 2012.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Cheryl Brock
Budget Director

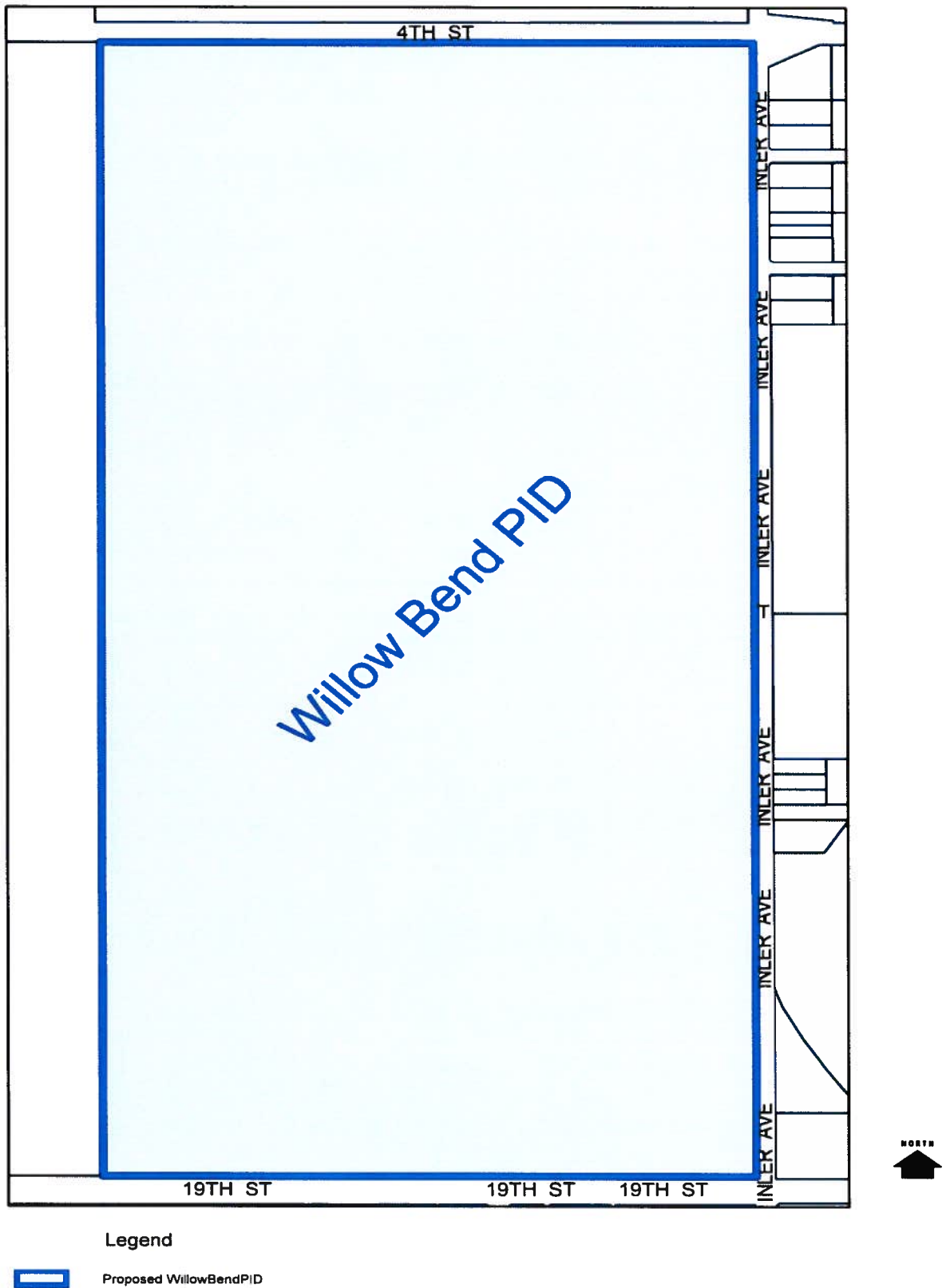
APPROVED AS TO FORM:



Linda Chamales,
Economic Development Attorney

LC: lc/cityatt/Linda/Ordinances/Willow Bend PID Assessment 2012_2
July 26, 2012

City of Lubbock, TX
Finance Department
Willow Bend Public Improvement District Map
Exhibit A



City of Lubbock, TX
Finance Department
Willow Bend PID Revised Assessment and Service Plan
Exhibit B

Method of Assessment

Properties will be assessed based on the City's 2012 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.

Assessment rate will be \$0.00/\$100 valuation.

All property will be assessed based on the final 2012 "net taxable value."

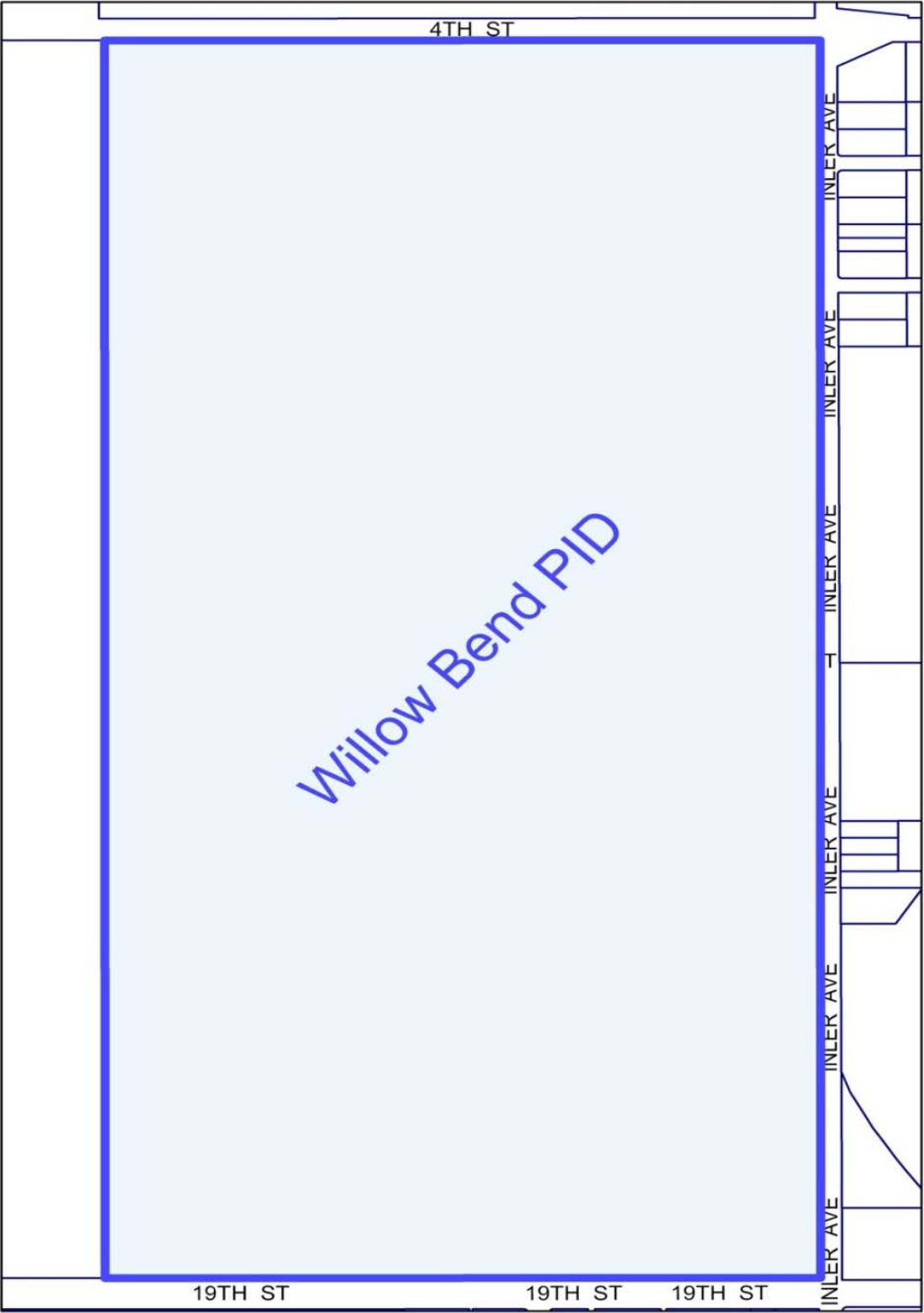
City of Lubbock, TX
Finance Department
Willow Bend PID Revised Assessment and Service Plan
Exhibit B

Service Plan

Calendar Year	Actuals			Proposed			Totals
	2010	2011	2012	2013	2014	2015	
Property Values*	\$ 14,914,053	15,134,674	15,181,840	15,637,295	16,106,414	16,589,606	\$ 17,087,295
Discounted Property Values	14,914,053	15,134,674	14,422,748	14,073,566	14,495,773	14,930,646	15,378,565
Fiscal Year Revenues	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17
Interest	-	-	-	-	-	-	-
Assessment @ \$0.00	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-
Expense--\$K**							
Maintenance & Rotation of Flowers - Entry Stations							
Phase I - 2 stations @ \$2250 each	-	-	-	-	-	-	-
Phase II - 2 stations @ \$2250 each	-	-	-	-	-	-	-
Administrative Costs	-	-	-	-	-	-	-
Annual Operation Cost	-	-	-	-	-	-	-
Reimburse developer for expenses	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-
Cash Reserves							
*Property Value growth rate = 3% annually							
**Expense growth rate = 2% annually							
Assessment Information							
2012-2018							
Assessment per \$100,000							
	\$	-	-	-	-	-	-

\$0.00

City of Lubbock, TX
Finance Department
Willow Bend Public Improvement District Map
Exhibit A



Legend

 Proposed WillowBendPID

City of Lubbock, TX
Finance Department
Willow Bend PID Revised Assessment and Service Plan
Exhibit B

Method of Assessment

Properties will be assessed based on the City's 2012 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.

Assessment rate will be \$0.00/\$100 valuation.

All property will be assessed based on the final 2012 "net taxable value."

City of Lubbock, TX
Finance Department
Willow Bend PID Revised Assessment and Service Plan
Exhibit B

Service Plan

	Actuals			Proposed			
	2010	2011	2012	2013	2014	2015	Totals
Calendar Year							
Property Values*	\$ 14,914,053	15,134,674	15,181,840	15,637,295	16,106,414	16,589,606	\$ 17,087,295
Discounted Property Values	14,914,053	15,134,674	14,422,748	14,073,566	14,495,773	14,930,646	15,378,565
Fiscal Year Revenues	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	Totals
Interest	-	-	-	-	-	-	-
Assessment @ \$0.00	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-
Expense--\$K**							
Maintenance & Rotation of Flowers - Entry Stations							
Phase I - 2 stations @ \$2250 each	-	-	-	-	-	-	-
Phase II - 2 stations @ \$2250 each	-	-	-	-	-	-	-
Administrative Costs	-	-	-	-	-	-	-
Annual Operation Cost	-	-	-	-	-	-	-
Reimburse developer for expenses	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-
Cash Reserves							
*Property Value growth rate = 3% annually							
**Expense growth rate = 2% annually							
Assessment Information							
2012-2018							
Assessment per \$100,000							
	\$	-	-	-	-	-	-

\$0.00

City of Lubbock, TX
Finance Department
Willow Bend PID Assessment Roll
Exhibit C

Property ID	Owner Name	Mailing Address	Exemptions	Property Address	Legal Description	Market Value	Taxable Value	2012 Estimated Assessment
R309012	ALARCON, JOE A & BRANDI L	3511 CINDERELLA LN AMARILLO, TX 79121		8704 11TH ST, LUBBOCK, TX 79416	WILLOW BEND L 192	187,708	187,708	-
R308977	ALVARADO, NOE	8817 13TH ST LUBBOCK, TX 79416	HS	8817 13TH ST, LUBBOCK, TX 79416	WILLOW BEND L 157	127,090	127,090	-
R308987	ASHLEY, KYZANDRE LEAH	8707 13TH ST LUBBOCK, TX 79416	HS	8707 13TH ST, LUBBOCK, TX 79416	WILLOW BEND L 167	121,336	121,336	-
R308941	AUGESEN, JON & MISTY	8815 14TH ST LUBBOCK, TX 79416	HS	8815 14TH ST, LUBBOCK, TX 79416	WILLOW BEND L 121	204,747	204,747	-
R308858	BARNES, TRENTON CAIN	8703 17TH ST LUBBOCK, TX 79416	HS	8703 17TH ST, LUBBOCK, TX 79416	WILLOW BEND L 42	142,823	142,823	-
R309047	BOREN, TIMOTHY J & MIRANDA K	8706 10TH PL LUBBOCK, TX 79416	HS	8706 10TH PL, LUBBOCK, TX 79416	WILLOW BEND L 227	187,708	179,145	-
R122199	CACTUS POINTE LTD	7170 WESTWIND DR #STE 101	AG	LUBBOCK 79416	BLK D6 SEC 3 AB 254 TR 1 1A 2 & 3 & E/2 AC: 162.137	1,600,607	355,112	-
R308818	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8811 18TH ST, LUBBOCK, TX 79416	WILLOW BEND L 2	15,680	15,680	-
R308819	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8809 18TH ST, LUBBOCK, TX 79416	WILLOW BEND L 3	15,680	15,680	-
R308820	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8807 18TH ST, LUBBOCK, TX 79416	WILLOW BEND L 4	15,680	15,680	-
R308821	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8805 18TH ST, LUBBOCK, TX 79416	WILLOW BEND L 5	15,680	15,680	-
R308822	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8803 18TH ST, LUBBOCK, TX 79416	WILLOW BEND L 6	15,680	15,680	-
R308823	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8801 18TH ST, LUBBOCK, TX 79416	WILLOW BEND L 7	15,680	15,680	-
R308824	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8717 18TH ST, LUBBOCK, TX 79416	WILLOW BEND L 8	15,680	15,680	-
R308825	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8715 18TH ST, LUBBOCK, TX 79416	WILLOW BEND L 9	15,680	15,680	-
R308826	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8713 18TH ST, LUBBOCK, TX 79416	WILLOW BEND L 10	15,680	15,680	-
R308827	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8711 18TH ST, LUBBOCK, TX 79416	WILLOW BEND L 11	15,680	15,680	-
R308828	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8709 18TH ST, LUBBOCK, TX 79416	WILLOW BEND L 12	15,680	15,680	-
R308829	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8707 18TH ST, LUBBOCK, TX 79416	WILLOW BEND L 13	15,680	15,680	-
R308830	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8705 18TH ST, LUBBOCK, TX 79416	WILLOW BEND L 14	15,680	15,680	-
R308831	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8703 18TH ST, LUBBOCK, TX 79416	WILLOW BEND L 15	15,680	15,680	-

City of Lubbock, TX
Finance Department
Willow Bend PID Assessment Roll
Exhibit C

56

Property ID	Owner Name	Mailing Address	Exemptions	Property Address	Legal Description	Market Value	Taxable Value	2012 Estimated Assessment
R308832	CACTUS POINTE LTD	7170 WESTWIND DR #STE 101		8701 18TH ST, LUBBOCK, TX 79416	WILLOW BEND L 16	15,680	15,680	-
R308833	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8702 18TH ST, LUBBOCK, TX 79416	WILLOW BEND L 17	15,680	15,680	-
R308834	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8704 18TH ST, LUBBOCK, TX 79416	WILLOW BEND L 18	15,680	15,680	-
R308835	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8706 18TH ST, LUBBOCK, TX 79416	WILLOW BEND L 19	15,680	15,680	-
R308836	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8708 18TH ST, LUBBOCK, TX 79416	WILLOW BEND L 20	15,680	15,680	-
R308837	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8710 18TH ST, LUBBOCK, TX 79416	WILLOW BEND L 21	15,680	15,680	-
R308838	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8712 18TH ST, LUBBOCK, TX 79416	WILLOW BEND L 22	15,680	15,680	-
R308839	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8714 18TH ST, LUBBOCK, TX 79416	WILLOW BEND L 23	15,680	15,680	-
R308840	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8716 18TH ST, LUBBOCK, TX 79416	WILLOW BEND L 24	15,680	15,680	-
R308841	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8802 18TH ST, LUBBOCK, TX 79416	WILLOW BEND L 25	15,680	15,680	-
R308842	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8804 18TH ST, LUBBOCK, TX 79416	WILLOW BEND L 26	15,680	15,680	-
R308843	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8806 18TH ST, LUBBOCK, TX 79416	WILLOW BEND L 27	15,680	15,680	-
R308844	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8808 18TH ST, LUBBOCK, TX 79416	WILLOW BEND L 28	15,680	15,680	-
R308845	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8810 18TH ST, LUBBOCK, TX 79416	WILLOW BEND L 29	15,680	15,680	-
R308846	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8812 18TH ST, LUBBOCK, TX 79416	WILLOW BEND L 30	15,680	15,680	-
R308847	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8815 17TH ST, LUBBOCK, TX 79416	WILLOW BEND L 31	15,680	15,680	-
R308848	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8813 17TH ST, LUBBOCK, TX 79416	WILLOW BEND L 32	15,680	15,680	-
R308849	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8811 17TH ST, LUBBOCK, TX 79416	WILLOW BEND L 33	15,680	15,680	-
R308850	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8809 17TH ST, LUBBOCK, TX 79416	WILLOW BEND L 34	15,680	15,680	-

City of Lubbock, TX
Finance Department
Willow Bend PID Assessment Roll
Exhibit C

Property ID	Owner Name	Mailing Address	Exemptions	Property Address	Legal Description	Market Value	Taxable Value	2012 Estimated Assessment
R308851	CACTUS POINTE LTD	7170 WESTWIND DR #STE 101		8807 17TH ST, LUBBOCK, TX 79416	WILLOW BEND L 35	15,680	15,680	-
R308852	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8805 17TH ST, LUBBOCK, TX 79416	WILLOW BEND L 36	15,680	15,680	-
R308853	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8803 17TH ST, LUBBOCK, TX 79416	WILLOW BEND L 37	15,680	15,680	-
R308854	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8801 17TH ST, LUBBOCK, TX 79416	WILLOW BEND L 38	15,680	15,680	-
R308855	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8709 17TH ST, LUBBOCK, TX 79416	WILLOW BEND L 39	15,680	15,680	-
R308856	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8707 17TH ST, LUBBOCK, TX 79416	WILLOW BEND L 40	15,680	15,680	-
R308857	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8705 17TH ST, LUBBOCK, TX 79416	WILLOW BEND L 41	15,680	15,680	-
R308860	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8702 17TH ST, LUBBOCK, TX 79416	WILLOW BEND L 44	13,160	13,160	-
R308861	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8704 17TH ST, LUBBOCK, TX 79416	WILLOW BEND L 45	13,160	13,160	-
R308862	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8706 17TH ST, LUBBOCK, TX 79416	WILLOW BEND L 46	13,160	13,160	-
R308863	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8708 17TH ST, LUBBOCK, TX 79416	WILLOW BEND L 47	13,160	13,160	-
R308864	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8710 17TH ST, LUBBOCK, TX 79416	WILLOW BEND L 48	13,160	13,160	-
R308865	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8802 17TH ST, LUBBOCK, TX 79416	WILLOW BEND L 49	15,680	15,680	-
R308866	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8804 17TH ST, LUBBOCK, TX 79416	WILLOW BEND L 50	15,680	15,680	-
R308867	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8806 17TH ST, LUBBOCK, TX 79416	WILLOW BEND L 51	15,680	15,680	-
R308868	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8808 17TH ST, LUBBOCK, TX 79416	WILLOW BEND L 52	15,680	15,680	-
R308869	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8810 17TH ST, LUBBOCK, TX 79416	WILLOW BEND L 53	15,680	15,680	-
R308870	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8812 17TH ST, LUBBOCK, TX 79416	WILLOW BEND L 54	15,680	15,680	-
R308871	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8814 17TH ST, LUBBOCK, TX 79416	WILLOW BEND L 55	15,680	15,680	-

City of Lubbock, TX
Finance Department
Willow Bend PID Assessment Roll
Exhibit C

58

Property ID	Owner Name	Mailing Address	Exemptions	Property Address	Legal Description	Market Value	Taxable Value	2012 Estimated Assessment
R308872	CACTUS POINTE LTD	7170 WESTWIND DR #STE 101		8816 17TH ST, LUBBOCK, TX 79416	WILLOW BEND L 56	15,680	15,680	-
R308873	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8815 16TH ST, LUBBOCK, TX 79416	WILLOW BEND L 57	15,680	15,680	-
R308876	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8809 16TH ST, LUBBOCK, TX 79416	WILLOW BEND L 60	15,680	15,680	-
R308877	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8807 16TH ST, LUBBOCK, TX 79416	WILLOW BEND L 61	15,680	15,680	-
R308879	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8803 16TH ST, LUBBOCK, TX 79416	WILLOW BEND L 63	15,680	15,680	-
R308880	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8801 16TH ST, LUBBOCK, TX 79416	WILLOW BEND L 64	15,680	15,680	-
R308881	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8709 16TH ST, LUBBOCK, TX 79416	WILLOW BEND L 65	13,160	13,160	-
R308882	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8707 16TH ST, LUBBOCK, TX 79416	WILLOW BEND L 66	13,160	13,160	-
R308884	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8703 16TH ST, LUBBOCK, TX 79416	WILLOW BEND L 68	13,160	13,160	-
R308885	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8701 16TH ST, LUBBOCK, TX 79416	WILLOW BEND L 69	13,160	13,160	-
R308886	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8702 16TH ST, LUBBOCK, TX 79416	WILLOW BEND L 70	13,160	13,160	-
R308887	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8704 16TH ST, LUBBOCK, TX 79416	WILLOW BEND L 71	13,160	13,160	-
R308888	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8706 16TH ST, LUBBOCK, TX 79416	WILLOW BEND L 72	13,160	13,160	-
R308889	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8708 16TH ST, LUBBOCK, TX 79416	WILLOW BEND L 73	13,160	13,160	-
R308890	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8710 16TH ST, LUBBOCK, TX 79416	WILLOW BEND L 74	13,160	13,160	-
R308891	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8802 16TH ST, LUBBOCK, TX 79416	WILLOW BEND L 75	15,680	15,680	-
R308892	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8804 16TH ST, LUBBOCK, TX 79416	WILLOW BEND L 76	15,680	15,680	-
R308893	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8806 16TH ST, LUBBOCK, TX 79416	WILLOW BEND L 77	15,680	15,680	-
R308894	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8808 16TH ST, LUBBOCK, TX 79416	WILLOW BEND L 78	15,680	15,680	-

City of Lubbock, TX
Finance Department
Willow Bend PID Assessment Roll
Exhibit C

Property ID	Owner Name	Mailing Address	Exemptions	Property Address	Legal Description	Market Value	Taxable Value	2012 Estimated Assessment
R308895	CACTUS POINTE LTD	7170 WESTWIND DR #STE 101		8810 16TH ST, LUBBOCK, TX 79416	WILLOW BEND L 79	15,680	15,680	-
R308896	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8812 16TH ST, LUBBOCK, TX 79416	WILLOW BEND L 80	15,680	15,680	-
R308897	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8814 16TH ST, LUBBOCK, TX 79416	WILLOW BEND L 81	15,680	15,680	-
R308898	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8816 16TH ST, LUBBOCK, TX 79416	WILLOW BEND L 82	15,680	15,680	-
R308899	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8818 16TH ST, LUBBOCK, TX 79416	WILLOW BEND L 83	15,680	15,680	-
R308900	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8819 15TH ST, LUBBOCK, TX 79416	WILLOW BEND L 84	15,680	15,680	-
R308901	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8817 15TH ST, LUBBOCK, TX 79416	WILLOW BEND L 85	15,680	15,680	-
R308902	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8815 15TH ST, LUBBOCK, TX 79416	WILLOW BEND L 86	15,680	15,680	-
R308903	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8813 15TH ST, LUBBOCK, TX 79416	WILLOW BEND L 87	15,680	15,680	-
R308904	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8811 15TH ST, LUBBOCK, TX 79416	WILLOW BEND L 88	15,680	15,680	-
R308905	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8809 15TH ST, LUBBOCK, TX 79416	WILLOW BEND L 89	15,680	15,680	-
R308906	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8807 15TH ST, LUBBOCK, TX 79416	WILLOW BEND L 90	15,680	15,680	-
R308907	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8805 15TH ST, LUBBOCK, TX 79416	WILLOW BEND L 91	15,680	15,680	-
R308908	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8803 15TH ST, LUBBOCK, TX 79416	WILLOW BEND L 92	15,680	15,680	-
R308909	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8801 15TH ST, LUBBOCK, TX 79416	WILLOW BEND L 93	15,680	15,680	-
R308910	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8709 15TH ST, LUBBOCK, TX 79416	WILLOW BEND L 94	13,160	13,160	-
R308911	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8707 15TH ST, LUBBOCK, TX 79416	WILLOW BEND L 95	13,160	13,160	-
R308912	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8705 15TH ST, LUBBOCK, TX 79416	WILLOW BEND L 96	13,160	13,160	-
R308913	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8703 15TH ST, LUBBOCK, TX 79416	WILLOW BEND L 97	13,160	13,160	-

City of Lubbock, TX
Finance Department
Willow Bend PID Assessment Roll
Exhibit C

60

Property ID	Owner Name	Mailing Address	Exemptions	Property Address	Legal Description	Market Value	Taxable Value	2012 Estimated Assessment
R308914	CACTUS POINTE LTD	7170 WESTWIND DR #STE 101		8701 15TH ST, LUBBOCK, TX 79416	WILLOW BEND L 98	13,160	13,160	-
R308919	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8702 15TH ST, LUBBOCK, TX 79416	WILLOW BEND L 99	13,160	13,160	-
R308920	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8704 15TH ST, LUBBOCK, TX 79416	WILLOW BEND L 100	13,160	13,160	-
R308921	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8706 15TH ST, LUBBOCK, TX 79416	WILLOW BEND L 101	13,160	13,160	-
R308922	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8708 15TH ST, LUBBOCK, TX 79416	WILLOW BEND L 102	13,160	13,160	-
R308923	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8710 15TH ST, LUBBOCK, TX 79416	WILLOW BEND L 103	13,160	13,160	-
R308924	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8802 15TH ST, LUBBOCK, TX 79416	WILLOW BEND L 104	15,680	15,680	-
R308925	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8804 15TH ST, LUBBOCK, TX 79416	WILLOW BEND L 105	15,680	15,680	-
R308926	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8806 15TH ST, LUBBOCK, TX 79416	WILLOW BEND L 106	15,680	15,680	-
R308927	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8808 15TH ST, LUBBOCK, TX 79416	WILLOW BEND L 107	15,680	15,680	-
R308928	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8810 15TH ST, LUBBOCK, TX 79416	WILLOW BEND L 108	15,680	15,680	-
R308929	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8812 15TH ST, LUBBOCK, TX 79416	WILLOW BEND L 109	15,680	15,680	-
R308930	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8814 15TH ST, LUBBOCK, TX 79416	WILLOW BEND L 110	15,680	15,680	-
R308931	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8816 15TH ST, LUBBOCK, TX 79416	WILLOW BEND L 111	15,680	15,680	-
R308932	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8818 15TH ST, LUBBOCK, TX 79416	WILLOW BEND L 112	15,680	15,680	-
R308933	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8820 15TH ST, LUBBOCK, TX 79416	WILLOW BEND L 113	15,680	15,680	-
R308934	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8822 15TH ST, LUBBOCK, TX 79416	WILLOW BEND L 114	15,680	15,680	-
R308935	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8824 15TH ST, LUBBOCK, TX 79416	WILLOW BEND L 115	15,680	15,680	-
R308942	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8813 14TH ST, LUBBOCK, TX 79416	WILLOW BEND L 122	15,680	15,680	-

City of Lubbock, TX
Finance Department
Willow Bend PID Assessment Roll
Exhibit C

Property ID	Owner Name	Mailing Address	Exemptions	Property Address	Legal Description	Market Value	Taxable Value	2012 Estimated Assessment
R308943	CACTUS POINTE LTD	7170 WESTWIND DR #STE 101		8811 14TH ST, LUBBOCK, TX 79416	WILLOW BEND L 123	15,680	15,680	-
R308944	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8809 14TH ST, LUBBOCK, TX 79416	WILLOW BEND L 124	15,680	15,680	-
R308946	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8805 14TH ST, LUBBOCK, TX 79416	WILLOW BEND L 126	15,680	15,680	-
R308947	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8803 14TH ST, LUBBOCK, TX 79416	WILLOW BEND L 127	15,680	15,680	-
R308948	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8801 14TH ST, LUBBOCK, TX 79416	WILLOW BEND L 128	15,680	15,680	-
R308949	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8709 14TH ST, LUBBOCK, TX 79416	WILLOW BEND L 129	13,160	13,160	-
R308950	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8707 14TH ST, LUBBOCK, TX 79416	WILLOW BEND L 130	13,160	13,160	-
R308951	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8705 14TH ST, LUBBOCK, TX 79416	WILLOW BEND L 131	13,160	13,160	-
R308952	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8703 14TH ST, LUBBOCK, TX 79416	WILLOW BEND L 132	13,160	13,160	-
R308953	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8701 14TH ST, LUBBOCK, TX 79416	WILLOW BEND L 133	13,160	13,160	-
R308954	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8702 14TH ST, LUBBOCK, TX 79416	WILLOW BEND L 134	13,160	13,160	-
R308955	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8704 14TH ST, LUBBOCK, TX 79416	WILLOW BEND L 135	13,160	13,160	-
R308956	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8706 14TH ST, LUBBOCK, TX 79416	WILLOW BEND L 136	13,160	13,160	-
R308957	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8708 14TH ST, LUBBOCK, TX 79416	WILLOW BEND L 137	13,160	13,160	-
R308958	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8710 14TH ST, LUBBOCK, TX 79416	WILLOW BEND L 138	13,160	13,160	-
R308959	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8802 14TH ST, LUBBOCK, TX 79416	WILLOW BEND L 139	15,680	15,680	-
R308960	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8804 14TH ST, LUBBOCK, TX 79416	WILLOW BEND L 140	15,680	15,680	-
R308961	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8806 14TH ST, LUBBOCK, TX 79416	WILLOW BEND L 141	15,680	15,680	-
R308962	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8808 14TH ST, LUBBOCK, TX 79416	WILLOW BEND L 142	15,680	15,680	-

City of Lubbock, TX
Finance Department
Willow Bend PID Assessment Roll
Exhibit C

Property ID	Owner Name	Mailing Address	Exemptions	Property Address	Legal Description	Market Value	Taxable Value	2012 Estimated Assessment
R308963	CACTUS POINTE LTD	7170 WESTWIND DR #STE 101		8810 14TH ST, LUBBOCK, TX 79416	WILLOW BEND L 143	15,680	15,680	-
R308964	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8812 14TH ST, LUBBOCK, TX 79416	WILLOW BEND L 144	15,680	15,680	-
R308965	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8814 14TH ST, LUBBOCK, TX 79416	WILLOW BEND L 145	15,680	15,680	-
R308991	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8702 13TH ST, LUBBOCK, TX 79416	WILLOW BEND L 171	13,160	13,160	-
R308992	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8704 13TH ST, LUBBOCK, TX 79416	WILLOW BEND L 172	13,160	13,160	-
R308993	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8706 13TH ST, LUBBOCK, TX 79416	WILLOW BEND L 173	13,160	13,160	-
R308994	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8708 13TH ST, LUBBOCK, TX 79416	WILLOW BEND L 174	13,160	13,160	-
R308995	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8710 13TH ST, LUBBOCK, TX 79416	WILLOW BEND L 175	13,160	13,160	-
R308996	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8709 12TH ST, LUBBOCK, TX 79416	WILLOW BEND L 176	13,160	13,160	-
R308997	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8707 12TH ST, LUBBOCK, TX 79416	WILLOW BEND L 177	13,160	13,160	-
R308998	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8705 12TH ST, LUBBOCK, TX 79416	WILLOW BEND L 178	13,160	13,160	-
R308999	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8703 12TH ST, LUBBOCK, TX 79416	WILLOW BEND L 179	13,160	13,160	-
R309000	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8701 12TH ST, LUBBOCK, TX 79416	WILLOW BEND L 180	13,160	13,160	-
R309001	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8702 12TH ST, LUBBOCK, TX 79416	WILLOW BEND L 181	13,160	13,160	-
R309006	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8709 11TH ST, LUBBOCK, TX 79416	WILLOW BEND L 186	13,160	13,160	-
R309007	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8707 11TH ST, LUBBOCK, TX 79416	WILLOW BEND L 187	13,160	13,160	-
R309008	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8705 11TH ST, LUBBOCK, TX 79416	WILLOW BEND L 188	13,160	13,160	-
R309009	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8703 11TH ST, LUBBOCK, TX 79416	WILLOW BEND L 189	13,160	13,160	-
R309010	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8701 11TH ST, LUBBOCK, TX 79416	WILLOW BEND L 190	13,160	13,160	-

City of Lubbock, TX
Finance Department
Willow Bend PID Assessment Roll
Exhibit C

Property ID	Owner Name	Mailing Address	Exemptions	Property Address	Legal Description	Market Value	Taxable Value	2012 Estimated Assessment
R309016	CACTUS POINTE LTD	7170 WESTWIND DR #STE 101		8802 11TH ST, LUBBOCK, TX 79416	WILLOW BEND L 196	15,680	15,680	-
R309017	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8804 11TH ST, LUBBOCK, TX 79416	WILLOW BEND L 197	15,680	15,680	-
R309018	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8806 11TH ST, LUBBOCK, TX 79416	WILLOW BEND L 198	15,680	15,680	-
R309019	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8808 11TH ST, LUBBOCK, TX 79416	WILLOW BEND L 199	15,680	15,680	-
R309020	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8810 11TH ST, LUBBOCK, TX 79416	WILLOW BEND L 200	15,680	15,680	-
R309021	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8812 11TH ST, LUBBOCK, TX 79416	WILLOW BEND L 201	15,680	15,680	-
R309022	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8814 11TH ST, LUBBOCK, TX 79416	WILLOW BEND L 202	15,680	15,680	-
R309023	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8816 11TH ST, LUBBOCK, TX 79416	WILLOW BEND L 203	15,680	15,680	-
R309024	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8818 11TH ST, LUBBOCK, TX 79416	WILLOW BEND L 204	15,680	15,680	-
R309025	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8820 11TH ST, LUBBOCK, TX 79416	WILLOW BEND L 205	15,680	15,680	-
R309026	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8822 11TH ST, LUBBOCK, TX 79416	WILLOW BEND L 206	15,680	15,680	-
R309027	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8824 11TH ST, LUBBOCK, TX 79416	WILLOW BEND L 207	15,680	15,680	-
R309028	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8826 11TH ST, LUBBOCK, TX 79416	WILLOW BEND L 208	15,680	15,680	-
R309029	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8821 10TH PL, LUBBOCK, TX 79416	WILLOW BEND L 209	15,680	15,680	-
R309030	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8819 10TH PL, LUBBOCK, TX 79416	WILLOW BEND L 210	15,680	15,680	-
R309031	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8817 10TH PL, LUBBOCK, TX 79416	WILLOW BEND L 211	15,680	15,680	-
R309032	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8815 10TH PL, LUBBOCK, TX 79416	WILLOW BEND L 212	15,680	15,680	-
R309033	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8813 10TH PL, LUBBOCK, TX 79416	WILLOW BEND L 213	15,680	15,680	-
R309034	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8811 10TH PL, LUBBOCK, TX 79416	WILLOW BEND L 214	15,680	15,680	-

City of Lubbock, TX
Finance Department
Willow Bend PID Assessment Roll
Exhibit C

Property ID	Owner Name	Mailing Address	Exemptions	Property Address	Legal Description	Market Value	Taxable Value	2012 Estimated Assessment
R309035	CACTUS POINTE LTD	7170 WESTWIND DR #STE 101		8809 10TH PL, LUBBOCK, TX 79416	WILLOW BEND L 215	15,680	15,680	-
R309036	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8807 10TH PL, LUBBOCK, TX 79416	WILLOW BEND L 216	15,680	15,680	-
R309037	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8805 10TH PL, LUBBOCK, TX 79416	WILLOW BEND L 217	15,680	15,680	-
R309038	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8803 10TH PL, LUBBOCK, TX 79416	WILLOW BEND L 218	15,680	15,680	-
R309039	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8801 10TH PL, LUBBOCK, TX 79416	WILLOW BEND L 219	15,680	15,680	-
R309054	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8810 10TH PL, LUBBOCK, TX 79416	WILLOW BEND L 234	15,680	15,680	-
R309055	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8812 10TH PL, LUBBOCK, TX 79416	WILLOW BEND L 235	15,680	15,680	-
R309056	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8814 10TH PL, LUBBOCK, TX 79416	WILLOW BEND L 236	15,680	15,680	-
R309057	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8816 10TH PL, LUBBOCK, TX 79416	WILLOW BEND L 237	15,680	15,680	-
R309058	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8818 10TH PL, LUBBOCK, TX 79416	WILLOW BEND L 238	15,680	15,680	-
R309088	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8701 9TH ST, LUBBOCK, TX 79416	WILLOW BEND L 268	15,680	15,680	-
R309089	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8702 9TH ST, LUBBOCK, TX 79416	WILLOW BEND L 269	13,160	13,160	-
R309096	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8TH ST, LUBBOCK, TX 79416	WILLOW BEND TR B	5,860	5,860	-
R309097	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101		8TH ST, LUBBOCK, TX 79416	WILLOW BEND TR C	27,800	27,800	-
R310690	CACTUS POINTE LTD	EL PASO, TX 79912 7170 WESTWIND DR #STE 101	AG	KELSEY AVE, LUBBOCK, TX 79416	WILLOW BEND TR D	324,397	9,930	-
R308945	CARPENTER LUKE & LORI	EL PASO, TX 79912 8807 14TH ST		8807 14TH ST, LUBBOCK, TX 79416	WILLOW BEND L 125	142,095	142,095	-
R309072	CLARK JEFF & STERLING T BURCHETT	8704 10TH ST LUBBOCK, TX 79416	HS	8704 10TH ST, LUBBOCK, TX 79416	WILLOW BEND L 252	107,269	107,269	-
R308859	CLASSIC CENTURY HOMES LTD	PO BOX 173849 ARLINGTON, TX 76003-3849		8701 17TH ST, LUBBOCK, TX 79416	WILLOW BEND L 43	22,400	22,400	-
R308972	CLASSIC CENTURY HOMES LTD	PO BOX 173849 ARLINGTON, TX 76003-3849		8827 13TH ST, LUBBOCK, TX 79416	WILLOW BEND L 152	15,680	15,680	-
R308973	CLASSIC CENTURY HOMES LTD	PO BOX 173849 ARLINGTON, TX 76003-3849		8825 13TH ST, LUBBOCK, TX 79416	WILLOW BEND L 153	15,680	15,680	-

City of Lubbock, TX
Finance Department
Willow Bend PID Assessment Roll
Exhibit C

Property ID	Owner Name	Mailing Address	Exemptions	Property Address	Legal Description	Market Value	Taxable Value	2012 Estimated Assessment
R308974	CLASSIC CENTURY HOMES LTD	PO BOX 173849 ARLINGTON, TX 76003-3849		8823 13TH ST, LUBBOCK, TX 79416	WILLOW BEND L 154	15,680	15,680	-
R308975	CLASSIC CENTURY HOMES LTD	PO BOX 173849 ARLINGTON, TX 76003-3849		8821 13TH ST, LUBBOCK, TX 79416	WILLOW BEND L 155	15,680	15,680	-
R308988	CLASSIC CENTURY HOMES LTD	PO BOX 173849 ARLINGTON, TX 76003-3849		8705 13TH ST, LUBBOCK, TX 79416	WILLOW BEND L 168	13,160	13,160	-
R308989	CLASSIC CENTURY HOMES LTD	PO BOX 173849 ARLINGTON, TX 76003-3849		8703 13TH ST, LUBBOCK, TX 79416	WILLOW BEND L 169	13,160	13,160	-
R308990	CLASSIC CENTURY HOMES LTD	PO BOX 173849 ARLINGTON, TX 76003-3849		8701 13TH ST, LUBBOCK, TX 79416	WILLOW BEND L 170	13,160	13,160	-
R308969	COLEMAN, MARVIN LEE	8822 14TH ST LUBBOCK, TX 79416-9548		8822 14TH ST, LUBBOCK, TX 79416	WILLOW BEND L 149	191,920	191,920	-
R308976	CONKLIN JOSHUA & SUSAN	8819 13TH ST LUBBOCK, TX 79416		8819 13TH ST, LUBBOCK, TX 79416	WILLOW BEND L 156	121,891	121,891	-
R309070	CROWSON SAMMY W & CHRISTINE M	8701 10TH ST LUBBOCK, TX 79416-1907	HS	8701 10TH ST, LUBBOCK, TX 79416	WILLOW BEND L 250	159,866	159,866	-
R309071	DAMRON TINA MICHELLE &	MARY E LINDSEY 8702 10TH ST LUBBOCK, TX 79416		8702 10TH ST, LUBBOCK, TX 79416	WILLOW BEND L 251	164,058	164,058	-
R309068	DAVILA, DANIEL	8705 10TH ST LUBBOCK, TX 79416		8705 10TH ST, LUBBOCK, TX 79416	WILLOW BEND L 248	163,762	163,762	-
R309086	DENNIS AMANDA & ALLEN	14857 HOLLY LEAF DR FRISCO, TX 75035-7451		8705 9TH ST, LUBBOCK, TX 79416	WILLOW BEND L 266	181,832	181,832	-
R309084	DIAZ, ARMANDO	8801 9TH ST LUBBOCK, TX 79416-1915	HS	8801 9TH ST, LUBBOCK, TX 79416	WILLOW BEND L 264	173,518	173,518	-
R308968	DOMINGUEZ, VICENTE C, Jr	8820 14TH ST LUBBOCK, TX 79416	HS	8820 14TH ST, LUBBOCK, TX 79416	WILLOW BEND L 148	169,957	169,957	-
R309090	ELIAS FREDDY & RITA	8704 9TH ST LUBBOCK, TX 79416	HS	8704 9TH ST, LUBBOCK, TX 79416	WILLOW BEND L 270	164,571	164,571	-
R309077	ELKINS DAN G & ANGIE L	8804 10TH ST LUBBOCK, TX 79416	HS	8804 10TH ST, LUBBOCK, TX 79416	WILLOW BEND L 257	121,186	121,186	-
R309041	FLORES, EDDIE	8707 10TH PL LUBBOCK, TX 79416	HS	8707 10TH PL, LUBBOCK, TX 79416	WILLOW BEND L 221	115,825	115,825	-
R309003	FOSTER, CLYDE JEFFREY	8706 12TH ST LUBBOCK, TX 79416	HS	8706 12TH ST, LUBBOCK, TX 79416	WILLOW BEND L 183	189,853	189,853	-
R307513	FRENSHIP ISD	PO BOX 100 WOLFFORTH, TX 79382-0100	EXG	8816 13TH ST, LUBBOCK, TX 79416	WILLOW BEND TR A	13,431,972	-	-
R308967	FULMER MICHAEL & NATASHA	8818 14TH ST LUBBOCK, TX 79416	HS	8818 14TH ST, LUBBOCK, TX 79416	WILLOW BEND L 147	179,335	179,335	-
R309004	GARCIA RAFAEL & REBECCA	8708 12TH ST LUBBOCK, TX 79416	HS	8708 12TH ST, LUBBOCK, TX 79416	WILLOW BEND L 184	122,694	122,694	-
R309014	GSAMP TRUST 2007-HE2	Attn: OCWEN LOAN SERVICING LLC 1661 WORTHINGTON RD #STE 100 WEST PALM BEACH, FL 33409	HS	8708 11TH ST, LUBBOCK, TX 79416	WILLOW BEND L 194	108,257	108,257	-
R309073	HANCOCK JASON S & AMY L	8706 10TH ST LUBBOCK, TX 79416	HS	8706 10TH ST, LUBBOCK, TX 79416	WILLOW BEND L 253	162,811	162,811	-
R308817	HARPER L D & MARGARET	8813 18TH ST LUBBOCK, TX 79416	HS	8813 18TH ST, LUBBOCK, TX 79416	WILLOW BEND L 1	204,695	204,695	-
R308980	HEATH-DUPRE MARGO & BRIAN C DUPRE	8811 13TH ST LUBBOCK, TX 79416	HS	8811 13TH ST, LUBBOCK, TX 79416	WILLOW BEND L 160	196,772	196,772	-

City of Lubbock, TX
Finance Department
Willow Bend PID Assessment Roll
Exhibit C

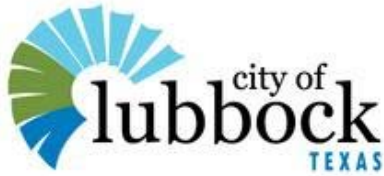
Property ID	Owner Name	Mailing Address	Exemptions	Property Address	Legal Description	Market Value	Taxable Value	2012 Estimated Assessment
R309013	HENSLEY AIMEE & AARON	8706 11TH ST LUBBOCK, TX 79416	HS	8706 11TH ST, LUBBOCK, TX 79416	WILLOW BEND L 193	162,811	162,811	-
R309091	HERNANDEZ, MATTHEW	8706 9TH ST LUBBOCK, TX 79416	HS	8706 9TH ST, LUBBOCK, TX 79416	WILLOW BEND L 271	119,036	119,036	-
R309092	HINOJOSA, DENISE	8708 9TH ST LUBBOCK, TX 79416	HS	8708 9TH ST, LUBBOCK, TX 79416	WILLOW BEND L 272	112,340	112,340	-
R309046	HOBDY CHARLES & LINDA	8704 10TH PL LUBBOCK, TX 79416		8704 10TH PL, LUBBOCK, TX 79416	WILLOW BEND L 226	167,887	167,887	-
R308878	HOLT, HAROLD LOYD	8805 16TH ST LUBBOCK, TX 79416	HS,OA	8805 16TH ST, LUBBOCK, TX 79416	WILLOW BEND L 62	188,290	171,590	-
R308883	HONESTO SETH BRENT & KIMBERLY G	8705 16TH ST LUBBOCK, TX 79416	HS	8705 16TH ST, LUBBOCK, TX 79416	WILLOW BEND L 67	142,291	142,291	-
R309048	HOWARD DAVID W & ASHLEY S	8708 10TH PL LUBBOCK, TX 79416-1908	HS	8708 10TH PL, LUBBOCK, TX 79416	WILLOW BEND L 228	162,811	162,811	-
R308938	HUEY ERMA & BOBBY	8821 14TH ST LUBBOCK, TX 79416	HS	8821 14TH ST, LUBBOCK, TX 79416	WILLOW BEND L 118	170,962	170,962	-
R309044	KIMBERLIN CHRISTY &	JONATHAN LUNA 8701 10TH PL	HS	8701 10TH PL, LUBBOCK, TX 79416	WILLOW BEND L 224	167,789	167,789	-
R309085	KLAFEHN FEATHER C & LUCAS A HAMRICK	706 CATTAIL CIR HARKER HTS, TX 76548-2657	HS	8707 9TH ST, LUBBOCK, TX 79416	WILLOW BEND L 265	197,130	197,130	-
R309081	KNABE MELANIE F H & HERBERT J	8807 9TH ST LUBBOCK, TX 79416	HS	8807 9TH ST, LUBBOCK, TX 79416	WILLOW BEND L 261	190,893	190,893	-
R309074	LIBRE PURSIMO P & LISA S	8708 10TH ST LUBBOCK, TX 79416	HS,OA	8708 10TH ST, LUBBOCK, TX 79416	WILLOW BEND L 254	132,890	116,190	-
R308978	LOZANO, CYNTHIA	8815 INLER AVE LUBBOCK, TX 79407-3908		8815 13TH ST, LUBBOCK, TX 79416	WILLOW BEND L 158	152,616	152,616	-
R308939	LUKER CHRISTY & SCOTT	8819 14TH ST LUBBOCK, TX 79416-6219		8819 14TH ST, LUBBOCK, TX 79416	WILLOW BEND L 119	159,640	159,640	-
R309094	MARTINEZ MELISSA & ANDREW QUEVEDO	8804 9TH ST LUBBOCK, TX 79416		8804 9TH ST, LUBBOCK, TX 79416	WILLOW BEND L 274	206,743	206,743	-
R308984	MC CLEERY AURTHUR N & KAREN S	8803 13TH ST LUBBOCK, TX 79407	DP,HS	8803 13TH ST, LUBBOCK, TX 79416	WILLOW BEND L 164	152,032	142,032	-
R309053	MC DOUGAL CONSTRUCTION L C	5001 W LOOP 289 LUBBOCK, TX 79416		8808 10TH PL, LUBBOCK, TX 79416	WILLOW BEND L 233	113,440	113,440	-
R309005	MC DOUGAL LAND COMPANY LC	5001 W LOOP 289 LUBBOCK, TX 79416		8710 12TH ST, LUBBOCK, TX 79416	WILLOW BEND L 185	13,160	13,160	-
R309050	MC DOUGAL LAND COMPANY LC	5001 W LOOP 289 LUBBOCK, TX 79416		8802 10TH PL, LUBBOCK, TX 79416	WILLOW BEND L 230	15,680	15,680	-
R309051	MC DOUGAL LAND COMPANY LC	5001 W LOOP 289 LUBBOCK, TX 79416		8804 10TH PL, LUBBOCK, TX 79416	WILLOW BEND L 231	15,680	15,680	-
R309059	MC DOUGAL LAND COMPANY LC	5001 W LOOP 289 LUBBOCK, TX 79416		8813 10TH ST, LUBBOCK, TX 79416	WILLOW BEND L 239	15,680	15,680	-
R309060	MC DOUGAL LAND COMPANY LC	5001 W LOOP 289 LUBBOCK, TX 79416		8811 10TH ST, LUBBOCK, TX 79416	WILLOW BEND L 240	15,680	15,680	-
R309061	MC DOUGAL LAND COMPANY LC	5001 W LOOP 289 LUBBOCK, TX 79416		8809 10TH ST, LUBBOCK, TX 79416	WILLOW BEND L 241	15,680	15,680	-
R309062	MC DOUGAL LAND COMPANY LC	5001 W LOOP 289 LUBBOCK, TX 79416		8807 10TH ST, LUBBOCK, TX 79416	WILLOW BEND L 242	15,680	15,680	-
R309063	MC DOUGAL LAND COMPANY LC	5001 W LOOP 289 LUBBOCK, TX 79416		8805 10TH ST, LUBBOCK, TX 79416	WILLOW BEND L 243	15,680	15,680	-
R309064	MC DOUGAL LAND COMPANY LC	5001 W LOOP 289 LUBBOCK, TX 79416		8803 10TH ST, LUBBOCK, TX 79416	WILLOW BEND L 244	15,680	15,680	-

City of Lubbock, TX
Finance Department
Willow Bend PID Assessment Roll
Exhibit C

Property ID	Owner Name	Mailing Address	Exemptions	Property Address	Legal Description	Market Value	Taxable Value	2012 Estimated Assessment
R309065	MC DOUGAL LAND COMPANY LC	5001 W LOOP 289 LUBBOCK, TX 79416		8801 10TH ST, LUBBOCK, TX 79416	WILLOW BEND L 245	15,680	15,680	-
R309076	MC DOUGAL LAND COMPANY LC	5001 W LOOP 289 LUBBOCK, TX 79416		8802 10TH ST, LUBBOCK, TX 79416	WILLOW BEND L 256	15,680	15,680	-
R309079	MC DOUGAL LAND COMPANY LC	5001 W LOOP 289 LUBBOCK, TX 79416		8808 10TH ST, LUBBOCK, TX 79416	WILLOW BEND L 259	15,680	15,680	-
R309080	MC DOUGAL LAND COMPANY LC	5001 W LOOP 289 LUBBOCK, TX 79416		8810 10TH ST, LUBBOCK, TX 79416	WILLOW BEND L 260	15,680	15,680	-
R309082	MC DOUGAL LAND COMPANY LC	5001 W LOOP 289 LUBBOCK, TX 79416		8805 9TH ST, LUBBOCK, TX 79416	WILLOW BEND L 262	15,680	15,680	-
R309087	MC DOUGAL LAND COMPANY LC	5001 W LOOP 289 LUBBOCK, TX 79416		8703 9TH ST, LUBBOCK, TX 79416	WILLOW BEND L 267	15,680	15,680	-
R308940	MOORE GINGER & DUSTY	8817 14TH ST LUBBOCK, TX 79416	HS	8817 14TH ST, LUBBOCK, TX 79416	WILLOW BEND L 120	197,113	197,113	-
R308982	MOORE JASON C & KERI D	8807 13TH ST LUBBOCK, TX 79416		8807 13TH ST, LUBBOCK, TX 79416	WILLOW BEND L 162	153,481	153,481	-
R309095	MORALEZ ENRIQUE O & CYNTHIA C	6835 JOHN MARSHALL ST SAN ANTONIO, TX 78240-2925	HS	8806 9TH ST, LUBBOCK, TX 79416	WILLOW BEND L 275	169,208	169,208	-
R308937	NDI, LUEGENIA NGEM	8823 14TH ST LUBBOCK, TX 79416	HS	8823 14TH ST, LUBBOCK, TX 79416	WILLOW BEND L 117	173,750	173,750	-
R309078	NORRIS JAMES W JR & JONI	4434 CROCKETT ST AMARILLO, TX 79110-1836	HS	8806 10TH ST, LUBBOCK, TX 79416	WILLOW BEND L 258	123,778	123,778	-
R308971	OVERLAND CLINTON & SHANNON	8826 14TH ST LUBBOCK, TX 79416	HS	8826 14TH ST, LUBBOCK, TX 79416	WILLOW BEND L 151	182,925	182,925	-
R308966	POWELL FELICIA Y R & CORY S	8816 14TH ST LUBBOCK, TX 79416		8816 14TH ST, LUBBOCK, TX 79416	WILLOW BEND L 146	159,640	159,640	-
R308986	RAMIREZ, LAURA DANIELLE	8709 13TH ST LUBBOCK, TX 79416-9711	HS	8709 13TH ST, LUBBOCK, TX 79416	WILLOW BEND L 166	116,908	116,908	-
R309015	RAMIREZ, LUPE S	8710 11TH ST LUBBOCK, TX 79416	HS	8710 11TH ST, LUBBOCK, TX 79416	WILLOW BEND L 195	133,507	133,507	-
R309049	RANDOLPH NICHOLAS D & DOUGLAS	8710 10TH PL LUBBOCK, TX 79416	HS	8710 10TH PL, LUBBOCK, TX 79416	WILLOW BEND L 229	166,316	160,224	-
R308874	REDECOP JOHN W & LYNN M	8813 16TH ST LUBBOCK, TX 79416	HS	8813 16TH ST, LUBBOCK, TX 79416	WILLOW BEND L 58	175,918	175,918	-
R309040	REYNERO MELISSA S & ENRIQUE G	8709 10TH PL LUBBOCK, TX 79416	HS	8709 10TH PL, LUBBOCK, TX 79416	WILLOW BEND L 220	167,789	167,789	-
R309002	RIOJAS JOHN F & MICHELLE BYRD	8704 12TH ST LUBBOCK, TX 79416	HS	8704 12TH ST, LUBBOCK, TX 79416	WILLOW BEND L 182	164,702	164,702	-
R309042	ROBERTS, ALEXIS NIKOHL	8705 10TH PL LUBBOCK, TX 79416		8705 10TH PL, LUBBOCK, TX 79416	WILLOW BEND L 222	108,746	108,746	-
R308985	ROBINSON STANLEY E & KATRINA D	8801 13TH ST LUBBOCK, TX 79416	HS	8801 13TH ST, LUBBOCK, TX 79416	WILLOW BEND L 165	145,326	145,326	-
R309045	ROSE JOEY & JENNIFER	8702 10TH PL LUBBOCK, TX 79416		8702 10TH PL, LUBBOCK, TX 79416	WILLOW BEND L 225	162,811	162,811	-
R309066	SAMANIEGO REBECCA & ROBERT	8709 10TH ST LUBBOCK, TX 79416	HS	8709 10TH ST, LUBBOCK, TX 79416	WILLOW BEND L 246	162,811	162,811	-
R309067	SANDERS, DAVID B	8707 10TH ST LUBBOCK, TX 79416		8707 10TH ST, LUBBOCK, TX 79416	WILLOW BEND L 247	107,269	107,269	-
R308979	SCHLUETER YOLANDA & MICHAEL	8813 13TH ST LUBBOCK, TX 79416-9709	HS	8813 13TH ST, LUBBOCK, TX 79416	WILLOW BEND L 159	204,695	204,695	-
R308875	SCULLY MICHAEL & MARIE	8811 16TH ST LUBBOCK, TX 79416		8811 16TH ST, LUBBOCK, TX 79416	WILLOW BEND L 59	130,845	130,845	-

City of Lubbock, TX
Finance Department
Willow Bend PID Assessment Roll
Exhibit C

Property ID	Owner Name	Mailing Address	Exemptions	Property Address	Legal Description	Market Value	Taxable Value	2012 Estimated Assessment
R309052	SIMS SCOTT A & GINA M	8806 10TH PL LUBBOCK, TX 79416	HS	8806 10TH PL, LUBBOCK, TX 79416	WILLOW BEND L 232	162,643	162,643	-
R309043	SLENTZ THERESA & MICHAEL D	8703 10TH PL LUBBOCK, TX 79416	DV,HS	8703 10TH PL, LUBBOCK, TX 79416	WILLOW BEND L 223	163,700	-	-
R309093	STERLING CREEK VENTURES LLC	3411 82ND ST #STE B		8802 9TH ST, LUBBOCK, TX 79416	WILLOW BEND L 273	119,036	119,036	-
R308981	STEWART, DANIEL	8809 13TH ST LUBBOCK, TX 79416		8809 13TH ST, LUBBOCK, TX 79416	WILLOW BEND L 161	177,614	177,614	-
R313502	STRIPES LLC	PO BOX 9036			BLK D6 SEC 3 AB 254 TR 3A AC: 1.88	409,465	409,465	-
R308983	SWINK, RONALD J	CORPUS CHRISTI, TX 78469 8805 13TH ST	HS	8805 13TH ST, LUBBOCK, TX 79416	WILLOW BEND L 163	155,466	155,466	-
R309069	TALBERT CHRIS R & WHITNEY L	8703 10TH ST LUBBOCK, TX 79416	HS	8703 10TH ST, LUBBOCK, TX 79416	WILLOW BEND L 249	162,811	162,811	-
R309011	THREADGILL DEAN & HEATHER	8702 11TH ST LUBBOCK, TX 79416	HS	8702 11TH ST, LUBBOCK, TX 79416	WILLOW BEND L 191	112,798	112,798	-
R308936	VARNELL MATTHEW D & MICHELLE	8825 14TH ST LUBBOCK, TX 79416	HS	8825 14TH ST, LUBBOCK, TX 79416	WILLOW BEND L 116	191,394	191,394	-
R308970	VEACH, VUTH	8824 14TH ST LUBBOCK, TX 79416		8824 14TH ST, LUBBOCK, TX 79416	WILLOW BEND L 150	177,614	177,614	-
R302498	WEST TEXAS & LUBBOCK	RAILROAD CO INC % IOWA PACIFIC HOLDINGS INC 118 S CLINTON ST STE 400 CHICAGO, IL 60661-5772	EX		BLK D6 SEC 3 AB 254 RR CORR AC: 13.86	-	-	-
R309083	WHITE STACIE L & MATHEW J	8803 9TH ST LUBBOCK, TX 79416	HS	8803 9TH ST, LUBBOCK, TX 79416	WILLOW BEND L 263	119,036	119,036	-
R309075	WOODWARD JASON E & JENNIFER D	8710 10TH ST LUBBOCK, TX 79416	HS	8710 10TH ST, LUBBOCK, TX 79416	WILLOW BEND L 255	112,798	112,798	-
						<u>\$ 30,395,529</u>	<u>\$ 15,181,840</u>	



Regular City Council Meeting

5. 4.

Meeting Date: 08/09/2012

Information

Agenda Item

Resolution - Finance: 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.

Item Summary

This recovery relates to bonds issued by the City dated July 1, 2005.

The proceeds from the sale of the bonds were used for the purpose of refunding the obligation of the City to pay debt service on the outstanding Brazos River Authority (BRA) Special Facilities (Lake Alan Henry) Revenue Refunding Bonds, Series 1995, issued with respect to the construction of Lake Alan Henry refunding a portion of the termination payment owed by the City in connection with the termination of an interest rate hedge agreement entered into in connection with the issuance of bonds to refund the BRA bonds, and (iii) for the purpose of paying costs of issuance of the bonds.

Fiscal Impact

\$258,671.20 settlement paid to the City for deposit into the Water Fund.

Staff/Board Recommending

Lee Ann Dumbauld, City Manager

Attachments

Resolution

JPMC Notice Letter

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 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. Said settlement documents are 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:

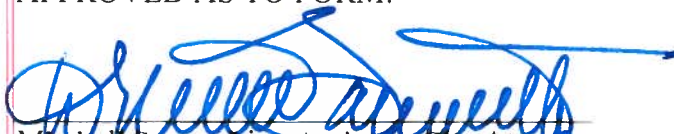
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Lee Ann Dumbauld, City Manager

APPROVED AS TO FORM:



Mitchell Satterwhite, Assistant City Attorney

Res/JP Morgan Chase & Co 7.27.12

JPMC Muni Bond Derivative Settlement
c/o GCG
Claims Administrator
P.O. Box 9864
Dublin, OH 43017-5764
(877) 311-1632

CMB



Claim No: CMB01000457

CMB0200045623



July 9, 2012

CITY OF LUBBOCK
TOM MARTIN, MAYOR
1625 13TH ST
LUBBOCK, TX 79401

RECEIVED

JUL 12 2012

NOTICE LETTER

Re: A \$65.5 Million Fund Created as the Result of an Out-of-Court Settlement Between Various State Attorneys General and JP Morgan Chase & Co.

Dear Eligible Counterparty:

This letter and the accompanying forms contain important information about your eligibility to share in a \$65.5 million settlement fund (the "Fund") established pursuant to an out-of-court settlement between JP Morgan Chase & Co. ("JPMC") and 25 States Attorneys General to resolve matters more specifically explained in "An Agreement Among the Attorneys General of the States and Commonwealths of Alabama, California, Colorado, Connecticut, District of Columbia, Florida, Idaho, Illinois, Kansas, Maryland, Massachusetts, Michigan, Missouri, Montana, Nevada, New Jersey, New York, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Texas, Tennessee and Wisconsin and JP Morgan Chase & Co." dated July 7, 2011 (referred to herein as either the "Settlement Agreement" or the "Settlement"). A full copy of the Settlement Agreement can be obtained by visiting www.stateAGmunisettlement.com. Capitalized terms used herein and the accompanying forms shall have the same meanings as specified in the Settlement Agreement, unless otherwise noted.

What this Packet Includes: This packet includes: (1) This Notice Letter; (2) an Election to Participate; (3) a Release Form ("Release"); and (4) a Question and Answer Pamphlet.

Your Eligibility: You have been identified as an Eligible Counterparty because you (1) entered into one or more Municipal Bond Derivative transactions between (i) **January 1, 2001 and December 31, 2004**, inclusive, for Municipal Bond Derivatives awarded through a competitive bidding process; **or** (ii) **January 1, 2001 and December 31, 2005**, inclusive, for Municipal Bond Derivatives awarded through other than a competitive bidding process; (2) where the provider of the Municipal Bond Derivative who won the bid was JPMC; and (3) the Municipal Bond Derivative has been alleged by the Attorneys General to have been impacted by the Relevant Conduct described in the Settlement Agreement.

Requirements: In order to receive a share of the \$65.5 million Fund, you must complete and submit to the Claims Administrator both the (1) Election to Participate form **and** (2) the executed Release. Your submission must be postmarked **no later than August 23, 2012**.

Your Share: As identified in paragraph 1 of the Release, if you elect to participate in the Settlement you will receive a payment of **\$258,671.20**.

Release: By signing the Release, you give up your right to sue JPMC for certain claims, which include claims being brought against JPMC in civil class actions consolidated in the case of *In re Municipal Derivatives Antitrust Litigation*, described further below.

You also give up your right to participate in JPMC's settlement of *In re Municipal Derivatives Antitrust Litigation*, described further below. Your recovery, if any, against JPMC in a lawsuit could be greater or less than your share under the Settlement Agreement.



In order to participate in the Settlement, you will be required to sign the Release, which gives up your right to sue JPMC for certain claims for damages, including claims being brought in the *In re Municipal Derivatives Antitrust Litigation* or in any suit against JPMC you bring on your own. If you choose to participate in this Settlement, you will also be giving up your right to participate in JPMC's settlement of *In re Municipal Derivatives Antitrust Litigation*.

Lead Counsel in *In re Municipal Derivatives Antitrust Litigation* have reached a settlement with JPMC pursuant to which JPMC has agreed to pay a settlement amount of up to **\$44,575,000** dollars for the benefit of a proposed settlement class. That settlement has not yet been approved by the Court.

In that case, the proposed settlement class includes all state, local and municipal government entities, independent government agencies, quasi-government, non-profit and private entities that (i) purchased by negotiation, competitive bidding or auction municipal derivative transactions directly from JPMC, Wachovia Bank, N.A., Wells Fargo & Company, Bank of America, N.A., Bear, Stearns & Co., Inc., Morgan Stanley, National Westminster Bank Plc, Natixis Funding Corp., Piper Jaffrey & Co., Société Générale SA, UBS AG, AIG Financial Products Corp., SunAmerica Life Assurance Co., Financial Security Assurance Holdings, Ltd., Financial Security Assurance, Inc., Trinity Funding Co. LLC, GE Funding Capital Market Services, Inc., Lehman Brothers, MG Financial Products Corp., XL Capital Ltd., XL Asset Funding Co. I LLC or XL Life Assurance & Annuity, Inc., or other providers that could have been named as defendants or co-conspirators or (ii) purchased by negotiation, competitive bidding or auction municipal derivative transactions brokered by Natixis Funding Corp., f/k/a IXIS Funding Corp., and before that, f/k/a CDC Funding Corp., Investment Management Advisory Group, Inc., CDR Financial Products, Winters & Co. Advisors, LLC, George K. Baum & Co., Sound Capital Management, Inc., Piper Jaffray & Co., Feld Winters Financial LLC, First Southwest Company, Kinsell Newcomb & De Dios Inc., Mesirow Financial, Morgan Keegan & Co., Inc., PackerKiss Securities, Inc., or other brokers that could have been named as defendants or co-conspirators at any time from January 1, 1992 through August 18, 2011, in the United States and its territories or for delivery in the United States or its territories.¹

As with any class action in court, any settlement in the *In re Municipal Derivatives Antitrust Litigation* would have to be approved by a judge. Your allocated share of any recovery resulting from the class action settlement, should it be approved by the court, or from the resolution of litigation you institute, may be greater or less than your eligible share under this Settlement. If you participate in this Settlement with JPMC, you will not be eligible to make a claim under the class settlement with JPMC.

This Settlement is different from a class action settlement. First, the Settlement is pursuant to the sovereign authority of the 25 State Attorneys General who entered into the Settlement Agreement. Second, the Settlement is an out-of-court settlement and thus has not been subject to preliminary and final court approval proceedings, a fairness hearing or objections.

The accompanying Question and Answer Pamphlet contains a more detailed explanation of the civil actions pending in the Southern District of New York in the *In re Municipal Derivatives Antitrust Litigation* and the contact information for interim class counsel in that case.

¹ A copy of the Settlement Agreement between JPMC and the named class plaintiffs in *In re Municipal Derivatives Antitrust Litigation*, MDL No. 1950, dated April 18, 2012, is available from Lead Counsel, or <http://pacer.login.uscourts.gov>.

JPMC Muni Bond Derivative Settlement
c/o GCG
Claims Administrator
P.O. Box 9864
Dublin, OH 43017-5764
(877) 311-1632

CMB



Claim No: CMB01000457

CMB0200045623



CITY OF LUBBOCK
TOM MARTIN, MAYOR
1625 13TH ST
LUBBOCK, TX 79401

**ELECTION TO PARTICIPATE IN
SETTLEMENT WITH JP MORGAN CHASE & CO.**

CITY OF LUBBOCK, TX, hereby elects to participate in the Settlement Agreement Among the Attorneys General of the States and Commonwealths of Alabama, California, Colorado, Connecticut, District of Columbia, Florida, Idaho, Illinois, Kansas, Maryland, Massachusetts, Michigan, Missouri, Montana, Nevada, New Jersey, New York, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Texas, Tennessee and Wisconsin and JP Morgan Chase & Co., dated July 7, 2011.

By signing below, I am confirming that: (1) I have authority to act on behalf of the Participating Counterparty; (2) the Participating Counterparty was the counterparty to each of the Covered Derivatives listed in the Release; and (3) the Participating Counterparty has not assigned, sold, or otherwise transferred its rights to any of the Covered Derivatives (or did not assign, sell, or transfer its rights prior to termination of any of the transactions).

Print or Type Name of Counterparty

Tax Identification Number

Counterparty Address

City, State and Zip

Signature

Date

Print Name of Person Signing

Title and Capacity of Person Signing

Phone Number

Email Address

JPMC Muni Bond Derivative Settlement
c/o GCG
Claims Administrator
P.O. Box 9864
Dublin, OH 43017-5764
(877) 311-1632

CMB



Claim No: CMB01000457

CMB0200045623



CITY OF LUBBOCK
TOM MARTIN, MAYOR
1625 13TH ST
LUBBOCK, TX 79401

RELEASE BY PARTICIPATING COUNTERPARTIES

This release executed this _____ day of _____, 20____, by the Releasor (as defined below) in favor of the Releasee (as defined below).

DEFINITIONS

- A. "Releasor" shall mean CITY OF LUBBOCK, TX and any of its divisions, affiliates, subsidiaries, groups, associates, general or limited partners or partnerships, predecessors, successors or assigns, including, without limitation, any of their respective present officers, trustees, employees, agents, attorneys, representatives and shareholders, affiliates, associates, general or limited partners or partnerships, heirs, executors, administrators, predecessors, successors, assigns or insurers acting on behalf of Releasor.
- B. "Releasee" refers to JPMorgan Chase & Co., and all of its successors, predecessors, assigns and their subsidiaries, divisions, groups, affiliates and partnerships, including without limitation, any of their respective past or current officers, directors, and employees (collectively, "JPMC").
- C. "Relevant Conduct" shall mean, except as provided below, JPMC engaging in any of the following conduct from January 1, 1998 through December 31, 2006, whether by itself or in concert with Providers and Brokers: (i) rigging bids or fixing the prices or other terms and conditions of any Municipal Bond Derivatives; (ii) agreeing not to bid for any Municipal Bond Derivatives; or (iii) engaging in any other anticompetitive, deceptive, unfair or fraudulent conduct relating to any Municipal Bond Derivatives including, but not limited to, misrepresenting or omitting material facts whose primary purpose is to prevent the discovery of the anti-competitive conduct. Notwithstanding the foregoing, Relevant Conduct does not include conduct related to attempts to manipulate underlying interest rates used in the pricing of Municipal Bond Derivatives.
- D. "Municipal Bond Derivatives" shall mean: (i) contracts involving the reinvestment of the proceeds of tax-exempt bond issues and Qualified Zone Academy Bonds, or bonds issued by or on behalf of any governmental or quasi-governmental or non-profit entity in the United States of America, including but not limited to, states, cities, towns, counties, villages, parishes, school districts, clubs, or various economic development, redevelopment, financing, lottery, parking, housing, educational, medical, religious, public safety, building, water, sewer, hospital, transportation, public works, waste management, environmental, port, park, airport, telecommunications and power authorities, corporation or boards; and (ii) transactions involving the management or transfer of the interest rate risk associated with the bonds or bond issues described above including, but not limited to, guaranteed investment contracts, forward supply, purchase, or delivery agreements, repurchase agreements, swaps, options and swaptions. Notwithstanding the foregoing, Municipal Bond Derivatives does not include (i) contracts to underwrite the issuance of municipal bonds; (ii) credit default products, such as credit default swaps and credit default options; (iii) auction-rate securities; (iv) inter-dealer swaps; (v) swaps, or other agreements between providers to hedge, manage or otherwise share or transfer their risk on a Municipal Bond Derivative except to the extent used to facilitate any improper undisclosed payments to brokers or the rigging of bids for the reinvestment or management of bond proceeds.
- E. "Covered Derivatives" shall mean Municipal Bond Derivatives that meet the criteria set forth in Attachment A to the Settlement Agreement.
- F. "Settlement Agreement" shall mean the Settlement Agreement between JPMorgan Chase & Co. and the Attorneys General of the States and Commonwealths of Alabama, California, Colorado, Connecticut, District of Columbia, Florida, Idaho, Illinois, Kansas, Maryland, Massachusetts, Michigan, Missouri, Montana, Nevada, New Jersey, New York, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Texas, Tennessee, Wisconsin, dated July 7, 2011.
- G. "Effective Date" shall mean the Effective Date of the Settlement Agreement.

Question and Answer Pamphlet

THESE QUESTIONS AND ANSWERS ARE NOT LEGAL ADVICE. They are provided for informational purposes only. Actual legal advice can only be provided after consultation with an attorney in your jurisdiction.

1. What is the purpose of this Notice Packet?

The purpose of this Notice Packet is to inform you of a \$65.5 million settlement fund established pursuant to an out-of-court settlement between JP Morgan Chase & Co. ("JPMC") and 25 States Attorneys General to resolve matters more specifically explained in "An Agreement Among the Attorneys General of the States and Commonwealths of Alabama, California, Colorado, Connecticut, District of Columbia, Florida, Idaho, Illinois, Kansas, Maryland, Massachusetts, Michigan, Missouri, Montana, Nevada, New Jersey, New York, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Texas, Tennessee and Wisconsin and JP Morgan Chase & Co." dated July 7, 2011 (referred to herein as either the "Settlement Agreement" or the "Settlement"). A full copy of the Settlement Agreement can be obtained by visiting www.stateAGmunisettlement.com. This Notice Packet provides an overview of the Settlement Agreement along with your rights and steps you must take in order to receive your share of the Fund as an Eligible Counterparty.

2. Why did I receive this Notice Packet?

The purpose of this Notice Packet is to inform you that 25 State Attorneys General and JPMC have entered into an out-of-court settlement to distribute a total of \$65.5 million to affected entities in 50 states and select U.S. territories as described in the Settlement Agreement. You have received this Notice Packet because you have been identified as an affected-entity ("Eligible Counterparty") who may elect to participate in this Settlement as indicated in this Notice Packet. Based on the investigation conducted by the Attorneys General, with cooperation from JPMC, the Attorneys General allege that the listed Municipal Bond Derivative you engaged in with JPMC was impacted by the Relevant Conduct outlined in the Settlement Agreement.

3. What is the Relevant Conduct?

Generally, the Relevant Conduct means engaging in anticompetitive conduct and/or unfair trade practices relating to Municipal Bond Derivatives between January 1, 1998 through December 31, 2006.

The State Attorneys General have alleged that: (i) certain JPMC employees participated in an-illegal scheme-with-brokers and other providers with whom they had relationships to put their mutual financial interests ahead of those of the Municipal Bond Derivative clients they represented; (ii) JPMC's employees' participation in the scheme began at least as early as 2001 and continued through at least 2005; (iii) JPMC and other providers and brokers were principal players in the conduct and-obtained unjust profits as a result; and (iv) the wrongful conduct caused Issuers throughout the United States to be paid artificially suppressed rates or yields-on Municipal Bond Derivative transactions that were the subject of the conduct.

JPMC was identified as a firm which engaged in unlawful conduct through investigations by the Antitrust Division of the United States Department of Justice, the Securities and Exchange Commission, the Federal Reserve Bank, the Office of the Comptroller of the Currency and the Attorneys General. The Settlement Agreement with JPMC is part of a broad and ongoing three-year investigation of the municipal bond derivatives industry by the Attorneys General. As part of its obligations under the Settlement Agreement, JPMC has agreed to continue to cooperate with the Attorneys General's ongoing investigation.

The Settlement Agreement contains a more detailed explanation of the Relevant Conduct. JPMC has not admitted the allegations of the Relevant Conduct. A full copy of the Settlement Agreement can be obtained by visiting www.stateAGmunisettlement.com.

Assurance & Annuity, Inc., or other providers that could have been named as defendants or co-conspirators or (ii) purchased by negotiation, competitive bidding or auction municipal derivative transactions brokered by Natixis Funding Corp., f/k/a IXIS Funding Corp., and before that, f/k/a CDC Funding Corp., Investment Management Advisory Group, Inc., CDR Financial Products, Winters & Co. Advisors, LLC, George K. Baum & Co., Sound Capital Management, Inc., Piper Jaffray & Co., Feld Winters Financial LLC, First Southwest Company, Kinsell Newcomb & De Dios Inc., Mesirow Financial, Morgan Keegan & Co., Inc., PackerKiss Securities, Inc., or other brokers that could have been named as defendants or co-conspirators at any time from January 1, 1992 through August 18, 2011, in the United States and its territories or for delivery in the United States or its territories.¹

As with any class action in court, any settlement in the *In re Municipal Derivatives Antitrust Litigation* would have to be approved by a judge. Your allocated share of any recovery resulting from the class action settlement, should it be approved by the court, or from the resolution of litigation you institute, may be greater or less than your eligible share under this Settlement. If you participate in this Settlement with JPMC, you will not be eligible to make a claim under the class settlement with JPMC.

In determining whether you should participate in the Settlement, it is recommended that you consult with counsel of your own choosing. THESE QUESTIONS AND ANSWERS ARE NOT LEGAL ADVICE. They are provided for informational purposes only. Actual legal advice can only be provided after consultation with a licensed attorney.

9. What are the details of the related pending civil actions in the *In re Municipal Derivatives Antitrust Litigation*?

In March 2008, two private law firms (Hausfeld LLP and Boies Schiller & Flexner, LLP) filed the first case in the country against JPMC, in federal court based on the Relevant Conduct, which is described in Question 3 above. Other attorneys filed suits across the country as well.

The filed cases were consolidated in the Southern District of New York (*In re Municipal Derivatives Antitrust Litigation*, MDL No. 1950, Master Civil Action No. 08-2516), and Judge Victor Marrero was selected to preside over the cases. Judge Marrero chose three private law firms - Hausfeld LLP, Boies Schiller & Flexner, LLP, and Susman Godfrey - as interim lead class counsel ("Lead Counsel") to represent a class of entities allegedly injured by the Relevant Conduct. Having received additional information from the leniency applicant, Bank of America, Lead Counsel filed a Second Amended Complaint that describes in detail the illegal scheme Lead Counsel alleges took place. It alleges that defendants, including JPMC, conspired to violate federal and state antitrust laws by allocating customers and fixing or stabilizing rates of return on certain municipal derivatives from 1992 to the present. The lawsuits seek unspecified damages, restitution, disgorgement and such other relief as may be granted by the court.

The claims in the *In re Municipal Derivatives Antitrust Litigation* include claims similar to the claims being settled by the Settlement Agreement but also include claims (1) for the entire period of 1992 to the present; (2) claims based on derivatives that JPMC bid on but did not win; and (3) claims for triple damages.

As of this date, the named plaintiffs in *In re Municipal Derivatives Antitrust Litigation* have reached a settlement with JPMC, which the court has not yet approved. Your allocated share of any recovery resulting from that settlement, should it be approved by the Court, could be greater or less than your eligible share under the Settlement. If you participate in this Settlement you will not be eligible to participate in JPMC's settlement of *In re Municipal Derivatives Antitrust Litigation*.

¹ A copy of the Settlement Agreement between JPMC and the named class plaintiffs in *In re Municipal Derivatives Antitrust Litigation*, MDL No. 1950, dated April 18, 2012, is available from Lead Counsel, or <http://pacer.login.uscourts.gov>.

and to assist in estimating alleged overcharges caused by the relevant conduct. Once the Attorneys General and JPMC had reached agreement on the amount of restitution (which included the Attorneys General's estimate of the overcharge plus interest) that JPMC would pay into the settlement fund (\$65.5 million), the Attorneys General asked their economic expert to develop a formula and plan to allocate the settlement fund. The entire \$65.5 million will be available for distribution to Eligible Counterparties.

Your share of the settlement fund will be determined using an overcharge methodology established by the Attorneys General that takes into account the estimated overcharge percentage assigned for the general type(s) of Covered Derivative(s) you entered into with JPMC (e.g., interest rate swap, forward purchase agreement, guaranteed investment contract, etc.) in a particular time period. It defines dollar overcharge (which is used in estimating the overcharge percentage) as the difference between (1) the amount of estimated profit attributed to your Covered Derivative(s), and (2) the estimated profit JPMC would have earned absent the Relevant Conduct (otherwise known as the "But-for-Profit"). Your share equals the percentage that your estimated dollar overcharge is to the total overcharge for all Eligible Counterparties (the "Share of Damages") multiplied by the settlement fund. Thus, for example and only for purposes of illustration, if the estimated dollar overcharge represented .03% of the total overcharge for all Eligible Counterparties, it would be multiplied by \$65.5 million and your share of the settlement fund would be \$19,650 (the "Fund Share"). If you entered into more than one Covered Derivative with JPMC, then your total share of the settlement fund will be the sum of the Fund Shares for all such Covered Derivatives you entered into with JPMC.

Because this is a nationwide recovery, the same formula was applied to all Eligible Counterparties for the type(s) of Covered Derivatives they purchased, regardless of the state in which they reside. There will be no deductions whatsoever from the Fund for attorneys' fees, expenses or administrative costs. For additional information, see Question 19 below.

By participating in this Settlement, you are giving up your right to pursue a different formula for recovery against JPMC. You could pursue a different formula only if you decided not to participate in the Settlement and instead brought your own action or participated in the *In re Municipal Derivatives Antitrust Litigation* class action settlement with JPMC.

17. What happens to any money left in the Fund after all participating Eligible Counterparties are paid?

If any money remains in the Fund after all Eligible Counterparties who want to participate are paid their full allocation, the Fund can be used to pay other claims against JPMC by Municipal Bond Derivative Counterparties (including claims asserted in the civil class actions) arising from the same Relevant Conduct as is the subject of the Settlement Agreement. In the event any money remains after all eligible claims have been paid, the remaining funds may be used by the Attorneys General for additional distribution to Eligible Counterparties that participated in the Attorneys General Settlement, for the antitrust training of deputy and assistant attorneys general, or as otherwise directed by the Attorneys General. Under no circumstances will any money be returned to JPMC.

18. What are the tax ramifications if I elect to participate and are there any ramifications for holders of tax exempt bonds which I issued or that were issued in connection with my Municipal Bond Derivative(s)?

JPMC entered into a settlement agreement with the Internal Revenue Service ("IRS") which required JPMC to make payments to the IRS with respect to JPMC's Relevant Conduct in connection with your Municipal Bond Derivative(s) that are the subject of the Settlement Agreement.

Under its settlement with the IRS, for purposes of determining your compliance with the arbitrage requirements of Section 148 of the Internal Revenue Code, the Municipal Bond Derivative(s) that you entered into with JPMC during the period 1997 through 2006 are deemed to have been entered into on terms which represented the fair market value of such Municipal Bond Derivative(s). Moreover, for purposes of Sections 103 and 141 through 150 of the Internal Revenue Code, any settlement payments

With respect to questions about the civil class actions in the *In re Municipal Derivatives Antitrust Litigation*, you or your counsel may contact Lead Counsel:

Michael Hausfeld
Hausfeld LLP
1700 K Street, NW, Suite 650
Washington, D.C. 20008
Tel: (202) 540-7200
Email: munibonds@hausfeldllp.com
Or visit: www.hausfeldllp.com

If you are in California, you or your counsel may also contact the lawyers who represent the putative California statewide class:

Sylvia M. Sokol
Moscone Emblidge & Sater LLP
220 Montgomery Street, Suite 2100
San Francisco, CA 94104
Tel: (415) 992-4355
Email: Sokol@meslip.com

Eric Fastiff
Lief Cabraser Heimann & Bernstein, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Tel: (415) 956-1000
Email: efastiff@lchb.com

ADDENDUM A:

JPMC Municipal Bond Derivatives Notice Packet

Case Caption	Named Plaintiff(s)
<u>San Jose & San Jose Redevel. Agency v. Bank of America, N.A., et al.</u> (10-4991 S.D.N.Y.)	City of San Jose & San Jose Redevelopment Agency
<u>Active Retirement Community, Inc. d/b/a Jefferson's Ferry v. Bank of America, N.A., et al.</u> (10-8273 S.D.N.Y.)	Active Retirement Community, Inc. d/b/a/ Jefferson's Ferry
<u>Los Angeles Unified School District v. Bank of America, N.A., et al.</u> (11-361 S.D.N.Y.)	Los Angeles Unified School Distr. (LAUSD)
<u>Kendal on Hudson, Inc. v. Bank of America, N.A., et al.</u> (10-9496 S.D.N.Y.)	Kendal on Hudson, Inc.
<u>Peconic Landing at Southhold, Inc. v. Bank of America, N.A., et al.</u> (11-682 S.D.N.Y.)	Peconic Landing at Southhold, Inc.
<u>Utah Housing Corp. v. CDR Fin. Prods. Inc., et al.</u> (11-1019 S.D.N.Y.)	Utah Housing Corporation

ADDENDUM B:**JPMC Municipal Bond Derivatives Notice Packet**

State	Attorney General & Assistant AG
District of Columbia	IRVIN B. NATHAN, Attorney General Bennett Rushkoff Chief, Public Advocacy Section Office of the Attorney General for the District of Columbia 441 Fourth Street, N.W., Suite 600-S Washington, DC 20001 202-727-5173 Bennett.rushkoff@dc.gov
Florida	PAMELA JO BONDI, Attorney General Nicholas Weilhammer, Assistant Attorney General Office of the Attorney General of Florida The Capitol PL-01 Tallahassee, FL 32399-1050 850-414-3921 nicholas.weilhammer@myfloridalegal.com
Idaho	LAWRENCE G. WASEN, Attorney General Brett T. DeLange, Deputy Attorney General Consumer Protection Division Office of the Attorney General 954 W. Jefferson St., 2nd Floor P. O. Box 83720 Boise, Idaho 83 720-001 0 208-334-4114 brett.delange@ag.idaho.gov
Illinois	LISA MADIGAN, Attorney General Jamie Manning, Assistant Attorney General Office of the Illinois Attorney General 100 W. Randolph Street Chicago, IL 60601 312-814-5470 jmanning@atg.state.il.us

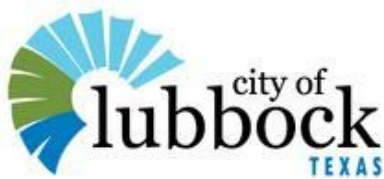
ADDENDUM B:

JPMC Municipal Bond Derivatives Notice Packet

State	Attorney General & Assistant AG
Michigan	BILL SCHUETTE, Attorney General D.J. Pasco, Assistant Attorney General Michigan Department of Attorney General Corporate Oversight Division 525 W. Ottawa Street Lansing, Michigan 48933 517-373-1160 PascoeDJ@michigan.gov
Missouri	CHRIS KOSTER, Attorney General Brianna Lennon, Assistant Attorney General Missouri Attorney General's Office P.O. Box 899 Jefferson City, MO 65102 573-751-3376 brianna.lennon@ago.mo.gov
Montana	STEVE BULLOCK, Attorney General Chuck Munson, Assistant Attorney General Office of Consumer Protection 215. N Sanders Helena, MT 59620-1401 406-444-2026 cmunson@mt.gov
Nevada	CATHERINE CORTEZ MASTO, Attorney General ERIC WITKOSKI, Consumer Advocate and Chief Deputy Attorney General Brian Armstrong, Senior Deputy Attorney General State of Nevada, Office of the Attorney General Bureau of Consumer Protection 555 E. Washington Ave., Suite 3900 Las Vegas, Nevada 89101 702-486-3420 antitrust@ag.nv.gov

ADDENDUM B:**JPMC Municipal Bond Derivatives Notice Packet**

State	Attorney General & Assistant AG
Ohio	MICHAEL DEWINE, Attorney General Doreen Johnson, Assistant Section Chief, Antitrust Section Ohio Attorney General's Office 150 E. Gay St, 23rd Floor Columbus, OH 43215 614-466-4328 doreen.johnson@ohioattorneygeneral.gov
Oregon	JOHN R. KROGER, Attorney General Tim D. Nord, Senior Assistant Attorney General Department of Justice 1162 Court Street NE Salem, OR 97301-4096 503-934-4400 tim.d.nord@doj.state.or.us
Pennsylvania	LINDA L. KELLY, Attorney General James A. Donahue, III Chief Deputy Attorney General Office of Attorney General Antitrust Section 14th Floor, Strawberry Square Harrisburg, PA 17120 717-787-4530 jdonahue@attorneygeneral.gov
South Carolina	ALAN WILSON, Attorney General J.C. Nicholson, III, Assistant Attorney General Office of South Carolina Attorney General 1000 Assembly Street Rembert C. Dennis Bldg. Post Office Box 11549 Columbia, South Carolina 29211 803-734-9916 JCNicholson@scag.gov



Regular City Council Meeting

5. 5.

Meeting Date: 08/09/2012

Information

Agenda Item

Ordinance 1st Reading – City Attorney: Consider an ordinance 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.

Item Summary

The City Council adopted and enacted a new code of ordinances in September 2010 to clean up non-substantive issues. The amendment brings forward substantive changes to this chapter. The substantive changes are intended to repeal outdated and unnecessary provisions, to amend provisions to encompass current practices, and to conform the code to current style and practice.

A red-lined revised ordinance is provided. The final format of the ordinance is available in the City Secretary's office.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Roger Ellis, Chief of Police

Laura Pratt, Assistant City Attorney

Attachments

Amending LCO Chapter 14 - Offenses and Other Provisions

CHAPTER 14

OFFENSES AND ADDITIONAL PROVISIONS

ARTICLE 14.01 GENERAL PROVISIONS

Sec. 14.01.001 Definitions

For the purpose of this chapter, the following phrases, words and their derivatives shall be construed as defined in this section. All other words shall have their usual meaning. Whenever a public official is referred to by only the title of his office, such reference shall be construed as if followed by the words “of the City of Lubbock or his authorized deputy,” unless the context indicates otherwise:

Adult. Any person who is eighteen (18) years of age or older.

Ambient sound level. The sound level of the all-encompassing sound associated with a given environment, being usually a composite of sounds from many sources.

Ammunition. The cartridge, including a projectile, propellant and primer, suitable for the discharge of a firearm.

Child-care facility. A facility licensed or certified by the Department of Human Services to provide assessment, care, training, education, custody, treatment, or supervision for a child who is not related by blood, marriage or adoption to the owner or operator of the facility, for all or part of the 24-hour day, whether or not the facility is operated for profit or charges for the services it offers.

City. The City of Lubbock or an authorized representative of the city.

City manager. The city manager or his or her designee.

City secretary. The city secretary or his or her designee.

Day-care center. A child-care facility that provides care for more than 12 children less than 14 years of age for less than 24 hours a day.

Device. Any mechanism which is intended to produce, or which actually produces, noise when operated or handled.

Emergency vehicle. A motor vehicle used in response to a public calamity or to protect persons or property from an imminent danger.

Emergency work. Work made necessary to restore property to a safe condition following a public calamity, work to restore public utilities or work required to protect persons or property from an imminent danger.

Establishment. Any privately owned place of business carried on for a profit or any place of amusement or entertainment to which the public is invited.

Firearm. Any operable device designed, made or adapted to propel a projectile through a barrel by using the energy generated by an explosive or flammable substance.

Juvenile. Any person under the age of seventeen (17) years of age, or, in equivalent phrasing, any person of the age of sixteen (16) years old or younger.

Minor. Any person under the age of seventeen (17) years of age, or, in equivalent phrasing, any person of the age of sixteen (16) years old or younger.

Motor vehicle. Any vehicle propelled by mechanical power such as, but not limited to, any passenger car, truck, truck-trailer, semitrailer, camper, motorcycle, minibike, go-cart, dune buggy, or racing vehicle.

Muffler. Any apparatus consisting of baffles, chambers or acoustical absorbing material whose primary purpose is to transmit liquids or gases while causing a significant reduction to sound emission.

Noise. Any sound which:

- (1) Endangers or injures the safety or health of any person;
- (2) Is unwanted and causes or tends to cause annoyance or disturbance to a reasonable person of ordinary sensibilities; or
- (3) Invades, endangers, injures, or negatively affects personal or real property.

Operator. Any individual, firm, association, partnership, or corporation operating, managing, or conducting any establishment; and whenever used in any clause prescribing a penalty, the term as applied to associations or partnerships shall include the members or partners thereof and as applied to corporations shall include the officers thereof.

Parent. Any natural parent of a juvenile, a legal guardian, or any adult person, eighteen (18) years or older, in whose care the juvenile has been placed by the natural parent or legal guardian.

Person. Any individual, firm, association, partnership, corporation, or any other entity, public or private.

Pipe. Any device designed for the burning of any substance and for the inhalation of its smoke.

Private school. A private school, including a parochial school, that:

- (1) Offers a course of instruction for students in one or more grades from kindergarten through grade 12; and
- (2) Has more than 100 students enrolled and attending courses at a single location.

Property boundary. An imaginary line at the ground surface and its vertical extension which separates the real property owned or occupied by one person from that owned or occupied by another person.

Public place. Any public street, highway, road, alley, park, playground, public building, parkway, or vacant lot.

Public right-of-way. Any street, avenue, boulevard, highway, alley or similar place which is owned or controlled by a public governmental entity.

Public service work. Work conducted by a governmental entity in the interest of the community.

Remain. To stay behind, to tarry and stay unnecessarily upon a public place, including congregating in groups totaling four (4) or more juveniles in which any minor included would not be using the public place for an ordinary or serious purpose such as passage or going home.

Sound. A temporal and spatial oscillation in pressure, or other physical quantity in a medium with internal forces that causes compression and rarefaction of that medium, and which propagates at finite speed to distant points.

Stationary sound source. Any device, fixed or movable, which is located or used on property other than a public right-of-way.

Time of night. The prevailing local standard of time at the date in question, whether Central Standard Time or Central Daylight Saving Time, as observed by the public. The time maintained by the Lubbock Police Department shall be prima facie evidence of the time of day for continued implementation of this division.

Vibration. A temporal and spatial oscillation of displacement, velocity or acceleration in a solid material.

Vibration perception threshold. The minimum ground- or structure-borne vibrational motion necessary to cause a person to be aware of the vibration by such direct means as, but not limited to, sensation by touch or visual observation of moving objects.

Year of age. This term means the time from one birthday, such as the sixteenth, to the next, but not including the day of the next birthday. Thus, upon a person's seventeenth birthday, he or she will cease to be a juvenile regulated by Article 14.03, division 2.

Sec. 14.01.002 Presumption as to owner, occupant of property or vehicle in violation

- (1a) The occupant of any premises upon which a violation of this code or any ordinance is apparent, the owner of any object or material placed or remaining anywhere in violation of this code or any ordinance and the occupant of any premises served by an excavation or structure illegally made or erected shall be deemed prima facie responsible for the violation so evidenced and subject to the penalty provided ~~therefor~~.
- (2b) —The fact that a motor vehicle which is illegally parked is registered in the name of a person shall be considered prima facie proof that such person was in control of the automobile at the time of such parking.
- (3e) The fact that a vehicle used to haul garbage, rubbish, refuse or other waste matter arrives at a city landfill in an uncovered condition shall be considered prima facie proof that the registered owner was responsible for the vehicle not having its load covered so as to prevent the loss or discharge of such waste matter.

Sec. 14.01.0023 Abandonment of iceboxes and other airtight containers

It shall be unlawful for any person to leave outside of any building or dwelling, in a place accessible to children, any abandoned, unattended or discarded icebox, refrigerator or any other container of any kind which has an airtight door or a lock which may not be released for opening from the inside, or to so leave such an icebox, refrigerator or other container which has an airtight snap lock or other device thereon, without first removing the snap lock or doors ~~therefrom~~.

Sec. 14.01.0034 Loitering, loafing near schools

It shall be unlawful for any person, during school hours or during the time pupils are gathering at school or leaving school, to loaf or loiter on the streets, alleys, sidewalks or any other public place, or in any building or structure open to the public, within two hundred fifty (250) yards of any public, private or parochial school including but not limited to universities, colleges, high schools, junior high schools or elementary schools, or any combination thereof, or within two hundred fifty (250) yards of any real estate used, occupied or in any manner dedicated to exclusive use or occupancy as a school, or as a part or appurtenance thereof, including but not limited to buildings, dormitories, campuses, athletic fields, tennis courts and playgrounds, for the purpose of attracting, enticing or luring any school child or children to engage in truancy or to commit, participate in or view any immoral or unlawful act.

Sec. 14.01.0045 Peeping Toms

It shall be unlawful for any person to prowl, loiter, enter into or go near or about the premises of another, without the express or implied invitation and consent of the occupant, or to go near or about the residence, room, house, hotel, tourist cabin, business house, ~~outhouse~~ or other building

or place of abode on such premises, thereby invading the privacy of the occupants, for the purpose of, or by, peeping, spying, ~~and~~or looking therein.

Sec. 14.01.~~005~~—006 Trespass

It shall be unlawful for any person to prowl, loiter, enter into or go about the premises of another, without the invitation or consent, either express or implied, of any occupant of any room, house, hotel, tourist cabin, business house, ~~outhouse~~ or other buildings on or near the premises, and such a person shall be guilty of trespassing ~~and disorderly conduct~~.

Sec. 14.01.007~~6~~ Alcoholic beverages—Sale near church, school or hospital

(~~a~~1) It shall be unlawful for any person to sell or engage in the business of selling any alcoholic beverage where such place of business is located within three hundred (300) feet of any church, public or private school or public hospital. Provided, that this section shall not apply to any dealer whose place of business is within three hundred (300) feet of any church, public or private school or public hospital as of the date of the adoption of this section, or to any of their successors.

(~~b~~2) The measurement of the distance between the place of business where alcoholic beverages are sold and the church or public hospital shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections. The measurement of the distance between the ~~place~~places of business where alcoholic beverages are sold and the public or private school shall be:

(~~1~~a) —In a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or

(~~2~~b) —If the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.

(~~e~~3) —A permit or license holder under chapters 25 (wine and beer retailer's permit), 28 (mixed beverage permit), 32 (private club registration permit), 69 (retail dealer's on-premise license), or 74 (brewpub license) of the Texas Alcoholic Beverage Code who does not hold a food and beverage certificate may not sell or engage in the business of selling an alcoholic beverage at a place of business located within 300 feet of a day-care center or child-care facility. This section does not apply to a permit or license holder who sells alcoholic beverages if:

(~~1~~a) —The permit or license holder and the day-care center or child-care facility are located on different stories of a multistory building; or

(2b) —The permit or license holder and the day-care center or child-care facility are located in separate buildings and either the permit or license holder or the day-care center or child-care facility is located on the second story or higher of a multistory building.

~~(d) —In this section, “Private school” shall mean a private school, including a parochial school, that:~~

~~(1) —Offers a course of instruction for students in one or more grades from kindergarten through grade 12; and~~

~~(2) —Has more than 100 students enrolled and attending courses at a single location.~~

~~(e) —In this section, “day care center” shall mean child care facility that provides care for more than 12 children under 14 years of age for less than 24 hours a day.~~

~~(f) —In this section, “child care facility” shall mean a facility licensed or certified by the Department of Human Services to provide assessment, care, training, education, custody, treatment, or supervision for a child who is not related by blood, marriage or adoption to the owner or operator of the facility, for all or part of the 24-hour day, whether or not the facility is operated for profit or charges for the services it offers.~~

~~(g4)~~ —If at the time an original alcoholic beverage permit or license is granted for a premises, the premises satisfies the requirements regarding distance from schools, churches, and hospitals, the premises shall be deemed to satisfy the distance requirements for all subsequent renewals of the license or permit.

~~(h5)~~ —On the sale or transfer of the premises or the business on the premises in which a new original license or permit is required for the premises, the premises shall be deemed to satisfy any distance requirements as if the issuance of the new original permit or license were a renewal of a previously held permit or licensed.

~~(i6)~~ —A violation of any provision of this section by any person shall be deemed a misdemeanor punishable in accordance with [section 1.01.004](#) of this code.

Sec. 14.01.00~~87~~ Same—Time of consumption, service or possession

~~(a1)~~ —It shall be unlawful for any person to consume, or possess for consuming, any alcoholic beverage in any public place within the city at any time on Sunday between the hours of 2:15 a.m. and 12:00 noon and on all other days at any time between the hours of 2:15 a.m. and 7:00 a.m. Provided, however, any private club which causes, permits and allows service and consumption of alcoholic beverages on its premises during the additional hours authorized above must comply with the statutes of the state and the regulations of the Texas Alcoholic Beverage Commission, particularly the provision requiring the securing of a private club late hours permit.

(2b) —The violation of any provision of this section shall be deemed a misdemeanor, and, upon conviction thereof, punishment shall be a fine not to exceed the maximum imposed by the Alcoholic Beverage Code or any amendments thereto, which maximum fine is now fifty dollars (\$50.00).

Sec. 14.01.008—009 Curfew for specific city property

(a1) As used in this section, the following words shall have the meaning ascribed herein:

City Hall. The grounds including and surrounding the City Hall Building (1625 13th Street) in Lubbock, Texas, that are contained within the following boundaries, including the east parking lot adjacent to the City Hall Building:

(1a) A 2.56 acre tract of land out of Lot C, G. A. Rush Addition to the City of Lubbock, Lubbock County, Texas, and being more particularly described as follows:

(Ai) —Beginning at a found “x” on concrete for the northwest corner of this tract, also being the northwest corner of Lot C, G. A. Rush Addition to the City of Lubbock, Lubbock County, Texas;

(Bii) —Thence east, 345.0 feet to a found railroad spike, for a corner of this tract;

(iiiC) —Thence north, 0.6 feet to a found railroad spike, for a corner of this tract;

(Div) —Thence east, 25.0 feet to a found railroad spike, for a corner of this tract;

(Ey) —Thence south, 104.0 feet to a found railroad spike, for a corner of this tract;

(Fvi) —Thence east, 150.0 feet to a found “x” on concrete, for the south-northeast corner of this tract;

(Gvii) —Thence south, 178.0 feet to a railroad spike, set for the southeast corner of this tract;

(Hviii) —Thence west, 292.0 feet to a railroad spike, set for a corner of this tract;

(Hix) —Thence north, 81.7 feet to a point on building wall, for a corner of this tract, an “x” on concrete bears east, 0.4 feet;

(~~xj~~) —Thence west, 216.0 feet to an “x” on concrete, set for a corner of this tract;

(~~xik~~) —Thence north, 27.7 feet to an “x” on concrete, set for a corner of this tract;

(~~xiiL~~) —Thence west, 12.0 feet to an “x” on concrete, set for the southwest corner of this tract;

(~~Mxiii~~) —Thence north, 172.0 feet to the point of beginning.

Groves Branch Library. The grounds including and surrounding the Groves Branch Library Building (5520 19th Street) described as Lot One (1), West Lubbock Library Branch, an addition to the City of Lubbock, Lubbock County, Texas.

Lubbock Business Center. The grounds including and surrounding the Lubbock Business Center Building (1301 Broadway) in Lubbock, Texas, that are contained within the following boundaries:

- (~~1a~~) Beginning at the intersection of 13th Street and Avenue M;
- (~~2b~~) North on Avenue M to Broadway;
- (~~3c~~) East on Broadway to Avenue L;
- (~~4d~~) South on Avenue L to 13th Street;
- (~~5e~~) West on 13th Street to Avenue M to the point of beginning.

Lubbock Memorial Civic Center/Mahon Public Library Complex. The grounds including and surrounding the Lubbock Memorial Civic Center (1501 Mac Davis Lane) and the Mahon Public Library (1306 9th Street) in Lubbock, Texas, that are contained within the following boundaries:

- (~~1a~~) Beginning at the intersection of 9th Street and Avenue O;
- (~~2b~~) North on Avenue O to Mac Davis Lane;
- (~~3c~~) East on Mac Davis Lane to Avenue K;
- (~~4d~~) South on Avenue K approximately 567-1/2 feet to Avenue L;
- (~~5e~~) Southwesterly on Avenue L to 9th Street;
- (~~6f~~) West on 9th Street to Avenue O to the point of beginning.

Included in this definition are:

(~~1a~~) ~~—~~The parking lot north of the above-described property (1400 Mac Davis Lane) described as Lot One (1), Block One (1), Memorial Center Addition to the City of Lubbock, Lubbock County, Texas; and

(~~2b~~) ~~—~~~~T~~The parking lot southeast of the Mahon Public Library (901 Avenue K) contained within the following boundaries:

(~~Ai~~) Beginning at the intersection of 10th Street and Avenue L;

(~~Bii~~) North on Avenue L to 9th Street;

(~~Ciii~~) East on 9th Street to Avenue K;

(~~Div~~) South on Avenue K to 10th Street;

(~~Ey~~) West on 10th Street to Avenue L to the point of beginning.

Patterson Branch Library. The grounds including and surrounding the Patterson Branch Library Building (1836 Parkway) described as Lot One (1), East Lubbock Library Branch, an addition to the City of Lubbock, Lubbock County, Texas.

(~~b2~~) The following city property will be closed to the public each day from 12:00 midnight until 5:00 a.m.:

(~~1a~~) Lubbock Memorial Civic Center/Mahon Public Library Complex;

(~~2b~~) Groves Branch Library;

(~~3c~~) Patterson Branch Library;

(~~4d~~) City Hall; and

(~~5e~~) Lubbock Business Center.

(~~e3~~) ~~—~~A person commits an offense if he is on the premises of a city property designated in subsection (~~b2~~) during hours in which the property is closed. The definition of the offense set forth herein plainly dispenses with any culpable mental state or mental element.

(~~d4~~) ~~—~~A person shall not be in violation of subsection (~~e3~~) if that person is:

(~~1a~~) ~~—~~Attending or working at a meeting, special event, activity, convention, or program that was being conducted with city authorization on the city property or subsequently leaving the meeting, special event, activity, convention, or program within a reasonable time after it had ended for the day;

(2b) .—On the city property in accordance with the terms of a lease, rental agreement, contract, or other written permission from the city; or

(3c) .—A city employee or a law enforcement officer in the performance of official duties.

ARTICLE 14.02 FIREARMS AND WEAPONS

Sec. 14.02.001 Carrying of certain weapons

(a1) ~~—Prohibited.~~ It shall be unlawful for any person within the city to carry on or about his person any pellet gun, air rifle or air pistol of any description, by whatever name known, that, by means of compressed air, compressed gas, springs or any other means, is capable of discharging shots, pellets or any other solid object a distance of fifty (50) feet or more.

(b2) ~~—Exceptions.~~ Subsection (a1) shall not apply to a person on his own premises or place of business or on the premises or place of business of another with the latter's permission or consent, nor to a person transporting such weapon by a reasonably direct route between any two (2) locations where possession is lawful under this section.

Sec. 14.02.002 Discharge of firearms

It shall be unlawful for any person to discharge any gun, pistol or other firearm of any description within the corporate limits of the city, except in case of urgent necessity; provided, however, this prohibition shall not apply to persons operating a public or private shooting gallery under unrevoked permit issued by the chief of police.

Sec. 14.02.003 Discharge of firearms by minors

(1a) ~~—The purpose of this section is to prevent the discharge of firearms within the City of Lubbock by encouraging parents to provide firearms safety education and training of children and to prevent unsupervised access to firearms and ammunition by children to reduce the possibility of accidental or inadvertent discharges of firearms by children so as to prevent the tragedies that may result from those discharges.~~

(b2) ~~—As used in this section, the following words shall have the meanings ascribed herein:~~

~~Adult means any person who is eighteen (18) years of age or older.~~

~~Ammunition means the cartridge, including a projectile, propellant and primer, suitable for the discharge of a firearm.~~

~~Child means any person who is younger than eighteen (18) years of age.~~

~~Firearm means any operable device designed, made or adapted to propel a projectile through a barrel by using the energy generated by an explosive or flammable substance.~~

~~(e)~~ ~~It~~ It shall be unlawful for a child to intentionally, knowingly, recklessly or with criminal negligence to discharge a firearm within the city. As used in this section, *Child* means any person who is younger than eighteen (18) years of age.

~~(3d)~~ It shall be unlawful for any adult intentionally, knowingly, recklessly or with criminal negligence to facilitate, suffer or permit a child to obtain unsupervised access to a firearm and/or ammunition which could result in the discharge of said firearm by said child.

ARTICLE 14.03 MINORS*

Division 1. Generally

Sec. 14.03.001 Sale of certain paraphernalia to minors

~~(a) — Definitions. The following definitions shall apply in this section:~~

~~Minor. Any person sixteen (16) years of age or younger.~~

~~Pipe. Any device designed for the burning of any substance and for the inhalation of its smoke.~~

~~(b) — Prohibited acts. It shall be unlawful for any person within the incorporated limits of the city to:~~

~~(14)~~ — Sell, dispense or give away to any minor:

~~(Aa)~~ One or more cigarette rolling papers; or

~~(Bb)~~ A pipe of any kind, including, but not limited to, those that filter smoke through water or ice; or

~~(Cc)~~ A hypodermic needle or syringe; or

~~(22)~~ — ~~DD~~ Display, at any business establishment at which persons sixteen (16) years of age or younger are permitted to enter, any of the items listed in subsection ~~(14)~~ above, in such a

manner that these products are accessible to the public without the assistance of the sales personnel of such establishment.

Sec. 14.03.002 Aerosol paint and glue; sales; inhalation; violation by juvenile

(a1) As used in this section, aerosol paint or glue shall mean and include any aerosol paint or glue containing one or more of the following volatile solvents:

(a1) —Acetone.

(b2) —Amylacetate.

(c3) —Benzol or benzene.

(d4) —Butyl acetate.

(e5) Butyl alcohol.

(f6) Carbon tetrachloride.

(g7) —Chloroform.

(h8) —Cyclohexanone.

(9i) —Ethanol or ethyl alcohol.

(10j) —Ethyl acetate.

(11k) —Hexane.

(12l) —Isopropanol or isopropyl alcohol.

(13m) —Isopropyl acetate.

(n14) —Methyl “cellosolve” acetate.

(o15) —Methyl ethyl ketone.

(p16) —Methyl isobutyl ketone.

(17q) —Toluol or toluene.

(18r) —Trichloroethylene.

(19s) —Tricresyl phosphate.

~~(20t)~~ ~~_~~—Xylol or xylene.

~~(b2)~~ ~~_~~—It shall be unlawful for any person within the incorporated limits of the city to do any of the following acts:

~~(a1)~~ ~~_~~—To sell or transfer possession of any glue or aerosol paint defined in subsection ~~(a1)~~ to any person under the age of eighteen (18) years.

~~(2b)~~ ~~_~~—To display at any business establishment, at which persons under eighteen (18) years of age are permitted to enter, any glue or aerosol paint defined in subsection ~~(a1)~~ in such a manner that these products are accessible to the public without the assistance of the sales personnel of such establishment.

~~(c3)~~ ~~_~~—To purposely inhale any fumes, odors or gases from any glue or aerosol paint defined in subsection ~~(a1)~~ for the purpose of becoming intoxicated, dizzy, imbalanced or unconscious. This subsection shall not apply to persons inhaling any anesthesia administered by qualified medical personnel for medical or dental purposes.

~~(d4)~~ ~~_~~—To sell, offer for sale, deliver or give away to any person glue or aerosol paint defined in subsection (a), when he knows or has reason to believe that such glue or aerosol paint will be used for the purpose of becoming intoxicated, dizzy, imbalanced or unconscious.

~~(e3)~~ ~~_~~—All juveniles shall be handled in accordance with the Texas Family Code and shall not be subject to criminal prosecution, but shall be referred to the appropriate agency for treatment according to written guidelines established by the police department and approved by juvenile court.

~~(d4)~~ ~~_~~—A person making a sale of glue or aerosol paint defined in subsection ~~(1a)~~ may record the name, address, sex and age of the purchaser. If the seller believes or has reason to believe that the product is being purchased for a use prohibited by this section, he may report such information to the police department or other appropriate officials.

~~(e5)~~ ~~—~~—A person making a sale of glue or aerosol paint defined by subsection ~~(a1)~~ shall require the purchaser to present pictured identification at the time of purchase.

~~(f6)~~ ~~—~~—Proof that a container was labeled as containing one or more of the volatile solvents listed in subsection ~~(1a)~~ shall constitute prima facie evidence that any substance in said container did include the listed volatile solvent.

Sec. 14.03.003 Inhalation of fumes or vapors of petroleum byproducts or solvents by juveniles

~~(1a)~~ ~~_~~—It shall be unlawful for any juvenile or child, as defined in section 51.02 of the Texas Family Code, or subminor, as defined under the curfew ordinance of the city, to engage

in the inhalation of the fumes or vapors of petroleum byproducts or solvents. The act of engaging in the act of inhaling such substances shall mean the inhaling by such juvenile or child of such substances, the solicitation by such juvenile or child of another juvenile or child to engage in such inhalation act or the purchase, acquisition by any means or furnishing such petroleum byproducts or solvents for the purpose of inhalation.

(b2) --Any juvenile, child or subminor found guilty of the above offense shall be guilty of delinquent conduct as defined ~~by paragraph (5) of subsection (b) of~~ section 51.03, Texas Family Code, and shall be treated in accordance with the provisions of ~~such Family Code~~that section.

Secs. 14.03.004–14.03.030 Reserved

Division 2. Curfew^{*}

~~Sec. 14.03.031—Definitions~~

~~For the purposes of this division, the following terms, phrases, words and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. The word “shall” is always mandatory and not merely directory.~~

~~Establishment. Any privately owned place of business carried on for a profit or any place of amusement or entertainment to which the public is invited.~~

~~Juvenile. Any person under the age of seventeen (17) years of age, or, in equivalent phrasing, any person of the age of sixteen (16) years old or younger.~~

~~Operator. Any individual, firm, association, partnership or corporation operating, managing, or conducting any establishment; and whenever used in any clause prescribing a penalty, the term as applied to associations or partnerships shall include the members or partners thereof and as applied to corporations shall include the officers thereof.~~

~~Parent. Any natural parent of a juvenile, a legal guardian, or any adult person, eighteen (18) years or older, in whose care the juvenile has been placed by the natural parent or legal guardian.~~

~~Public place. Any public street, highway, road, alley, park, playground, public building, parkway or vacant lot.~~

~~Remain. To stay behind, to tarry and stay unnecessarily upon a public place, including congregating in groups totaling four (4) or more juveniles in which any minor included would not be using the public place for an ordinary or serious purpose such as passage or going home. To implement this definition with more precision and precaution, numerous exceptions will be provided hereinafter to indicate that this is not a mere prohibitory or presence type curfew~~

~~ordinance. More exceptions become available to juveniles with increasing years and advancing maturity as appropriate in the interest of reasonable regulation.~~

~~*Time of night.* The prevailing local standard of time at the date in question, whether Central Standard Time or Central Daylight Saving Time, as observed by the public. The time maintained by the Lubbock Police Department shall be prima facie evidence of the time of day for continued implementation of this division.~~

~~*Year of age.* This term means the time from one birthday, such as the sixteenth, to the next, but not including the day of the next birthday. Thus, upon a person's seventeenth birthday, he or she will cease to be a juvenile regulated by this division.~~

Sec. 14.03.03~~2~~1 Established

(~~a~~1) — It shall be unlawful for any person sixteen (16) or less years of age to be or remain in or upon any public place or in or upon any establishment within the City of Lubbock between the hours of 11:00 p.m. and 6:00 a.m. of the following day, official city time, except that on Fridays and Saturdays and nights next preceding school holidays (not including summer vacation) the hours shall be from 12:00 midnight to 6:00 a.m.

(~~b~~2) — It shall be unlawful for any person aged six (6) to sixteen (16) years of age, inclusive, to be or remain in or upon any public place or in or upon any establishment within the City of Lubbock between the hours of 9:00 a.m. and 2:30 p.m. on a school day.

Sec. 14.03.03~~2~~3 Exceptions

(~~a~~1) ~~Numerous exceptions will be provided in this section to indicate that this is not a mere prohibitory or presence type curfew ordinance. More exceptions become available to juveniles with increasing years and advancing maturity as appropriate in the interest of reasonable regulation.~~ — In the following exceptional cases a juvenile in or upon any public place or in and upon an establishment shall not be deemed in violation of this division. This section is intended as a clear general guide for juveniles, their parents, and enforcement officials:

(~~1a~~) — When the juvenile is accompanied by his parent, legal guardian or authorized adult supervisor.

(~~b~~2) — When exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech and the rights of assembly, whether parade or demonstration, has been permitted by the City of Lubbock pursuant to article 20.10 of chapter 20 of the Code of Ordinances of the City of Lubbock or other bona fide religious, social or school activities involving the right to assemble.

(c3) —When engaged in performing an errand or other legitimate business at the direction of a parent, guardian or supervisory adult, including travel to and from such location by a direct route.

(d4) —When the juvenile is on the sidewalk at the place where such juvenile resides, or on the sidewalk of either next-door neighbor, when said neighbor does not object to such presence.

(e5) —~~W~~When the juvenile is engaged in employment activities, such as, but not restricted to, newspaper delivery.

(2b) —All of the above cited exceptions to this division include travel to and from such activity by a direct route, and this division is in no way to be construed as a limitation upon normal travel by a juvenile engaged in interstate movement.

(3e) —Each of the foregoing exceptions is severable and in addition other possible exceptions may be added hereto in the future as warranted by experience as illuminated by the views of student government associations, school personnel, citizens, neighborhood spokesmen, parents, officers and persons in authority concerned positively with minors as well as juvenile delinquency.

(4d) —With respect to ~~section 14.03.031(2) section 14.03.032(b)~~ of this division, it shall be an exception that the offense occurred during a scheduled school vacation or holiday observed by the school in which the juvenile is enrolled; or that the juvenile has graduated from high school or received a high school equivalency certificate; or that the juvenile has been emancipated by law; or that the juvenile has permission to be absent from school or to be in a public place from a school official, which in the case of a child being educated in a home school includes a parent.

Sec. 14.03.03~~34~~4 Parental responsibility

It shall be unlawful for a parent knowingly to permit or by insufficient control to allow a juvenile in his or her care to be or remain in any public place or to be or remain in any establishment other than for excepted activities during the curfew hours established by this division. The term “knowingly” includes knowledge that a parent should reasonably be expected to have concerning the whereabouts of a juvenile in such parent’s custody. It shall be prima facie evidence of violation of this section if a responsible parent has no knowledge of the juvenile’s whereabouts during the hours of curfew established by this division. The purpose of this section is to require neglectful or careless parents to meet the community standard of parental responsibility.

Sec. 14.03.03~~45~~5 Establishment owner’s responsibility

It shall be unlawful for the owner or operator of a business establishment to allow a juvenile to remain upon such business premises during the hours of curfew established in this division beyond the time necessary to conduct an excepted activity. It shall be no defense to this section that a juvenile made a purchase, if the juvenile did not immediately make such purchase upon

arrival and depart immediately thereafter. It shall be a defense to prosecution under this section that the owner or operator of such business establishment has promptly notified the Lubbock Police Department that juveniles present on the premises after hours have refused to depart.

Sec. 14.03.03~~55~~⁵⁶ Police procedures

(~~a~~1) —A Lubbock police officer, upon finding or having his or her attention called to any juvenile in or on a public place or in or on the premises of a business establishment in prima facie violation of this division, may take the juvenile into custody. Such juvenile may be transported to a juvenile curfew processing office designated by the City of Lubbock Police Chief. Upon arrival at the juvenile curfew processing office, a parent, legal guardian or other responsible adult shall be immediately notified to pick up such juvenile at the juvenile curfew processing office. A police officer taking a juvenile into custody shall also have discretion to release such juvenile to a parent, legal guardian or other responsible adult under circumstances deemed appropriate by the officer. A police officer also may issue a warning notice to the juvenile in accordance with section 52.01 of the Texas Family Code and order such juvenile to go directly and promptly to his or her home. Delinquent conduct or conduct indicating a need for supervision under sections 51.03 and 52.01 of the Texas Family Code shall be handled in accordance with applicable provisions of the Family Code pertaining to such conduct, and juveniles in prima facie violation of such provisions may not be taken to the city's curfew processing facility.

(~~b~~2) —Upon picking up a juvenile in custody, said parent, legal guardian or other responsible adult may be questioned about the circumstances of such activity by the juvenile. This is intended to permit ascertainment, under constitutional safeguards, of relevant facts, and to centralize responsibility for accurate, effective, fair, impartial and uniform enforcement and recording, thus making available experienced supervisory personnel, the best of facilities, and, if required, referral to social agencies equipped to handle family problems that may be disclosed by investigation. In the absence of convincing identification, a police officer on the street may use his or her best judgment in determining age. Police procedures shall be constantly refined in the light of experience, and changes herein may be made on the basis of such experience.

(~~e~~3) —In any event, a police officer shall within twenty-four (24) hours file a written report on the juvenile incident or shall participate to the extent possible in the preparation and filing of such a report by his supervisor.

(~~4~~d) —When a parent, legal guardian or other responsible adult has come to take charge of a juvenile and the appropriate information has been received, the juvenile shall be released to the custody of the parent, legal guardian or other responsible adult. If a parent, legal guardian or other responsible adult cannot be located or fails to take charge of the juvenile, then the juvenile shall be released to appropriate authorities. However, the police department shall have the discretion to refuse to release a juvenile to an adult other than the parent or legal guardian of the juvenile.

(e5) —A juvenile may not be held at the juvenile curfew processing office for more than six (6) hours. During such time, the following procedures shall be observed:

(1a) —The office must be an unlocked, multipurpose area that is not designated, set aside, or used as a secure detention area or part of a secure detention area;

(2b) —The juvenile may not be secured physically to a cuffing rail, chair, desk, or stationary object;

(3c) —The juvenile may not be held longer than necessary to accomplish the purposes of identification, investigation, processing, release to parents, guardians or custodians, and arrangement of transportation to school or court;

(4d) —The office may not be designated or intended for residential purposes; and

(5e) —The juvenile must be under continuous visual supervision by a peace officer or other person during the time the juvenile is in the juvenile curfew processing office.

Sec. 14.03.0367 Penalties

Prevailing community standards as reflected by this division require the availability of criminal penalties in order for this division to be a viable instrument for the maintenance of such standards. Consequently, violation of this division by a juvenile, parent, or business establishment owner or operator, shall be deemed a misdemeanor punishable in accordance with [section 1.01.004](#) of this code.

Sec. 14.03.0378 Severability

Severability is intended throughout and within this division. If any provision, including any section, paragraph, sentence, clause, phrase or word or the application thereof to any person or circumstance is held invalid, the application to other persons or under other circumstances shall not be affected thereby and the validity of the division in any and all other respects shall not be affected thereby. It is intended that this division be held inapplicable in any case if such exists, where its application would be unconstitutional. A constitutional construction hereof is intended and shall be given. There is no intent herein to violate either the Texas Constitution or the Constitution of the United States of America.

Sec. 14.03.0389 Continuing evaluation

Ordinance 2004-O0114, which is codified as this division, shall be reviewed every third year prior to October 30 of such year as required by section 370.002 of the Local Government Code. The first review shall be conducted no later than October 30, 2007, and every third year thereafter. Such review shall be conducted following a public hearing upon the need to continue this division, and the city council shall have the option to continue, abolish or modify this division based upon their review of this division's effects on the community and on the problems this division is intended to remedy.

ARTICLE 14.04 NOISE^{*}

~~Sec. 14.04.001—Definitions~~

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~*Ambient sound level* means the sound level of the all-encompassing sound associated with a given environment, being usually a composite of sounds from many sources.~~

~~*City* means the City of Lubbock, city manager, or an authorized representative of the city.~~

~~*Device* means any mechanism which is intended to produce, or which actually produces, noise when operated or handled.~~

~~*Emergency vehicle* means a motor vehicle used in response to a public calamity or to protect persons or property from an imminent danger.~~

~~*Emergency work* means work made necessary to restore property to a safe condition following a public calamity, work to restore public utilities or work required to protect persons or property from an imminent danger.~~

~~*Motor vehicle* means any vehicle propelled by mechanical power such as, but not limited to, any passenger car, truck, truck-trailer, semitrailer, camper, motorcycle, minibike, go-cart, dune buggy or racing vehicle.~~

~~*Muffler* means any apparatus consisting of baffles, chambers or acoustical absorbing material whose primary purpose is to transmit liquids or gases while causing a significant reduction to sound emission.~~

~~*Noise* means any sound which is unwanted or which causes, or tends to cause, an adverse psychological or physiological effect on human beings.~~

~~*Person* means any individual, firm, association, partnership, corporation or any other entity, public or private.~~

~~*Property boundary* means an imaginary line at the ground surface and its vertical extension which separates the real property owned or occupied by one person from that owned or occupied by another person.~~

~~*Public right-of-way* means any street, avenue, boulevard, highway, alley or similar place which is owned or controlled by a public governmental entity.~~

~~Public service work means work conducted by a governmental entity in the interest of the community.~~

~~Sound means a temporal and spatial oscillation in pressure, or other physical quantity in a medium with internal forces that causes compression and rarefaction of that medium, and which propagates at finite speed to distant points.~~

~~Stationary sound source means any device, fixed or movable, which is located or used on property other than a public right-of-way.~~

~~Vibration means a temporal and spatial oscillation of displacement, velocity or acceleration in a solid material.~~

~~Vibration perception threshold means the minimum ground or structure borne vibrational motion necessary to cause a person to be aware of the vibration by such direct means as, but not limited to, sensation by touch or visual observation of moving objects.~~

Sec. 14.04.00~~12~~¹² Policy

It is the policy of the city to minimize the exposure of citizens to excessive noise and to protect, promote and preserve the public health, comfort, convenience, safety and welfare. It is the express intent of the city to control the level of noise in a manner which promotes commerce; ~~and promotes the use, value, and enjoyment of property all within the realm that~~ protects the sleep, peace, comfort, and repose of citizens; ~~promotes the use, value and enjoyment of property;~~ and preserves the quality of the environment.

Sec. 14.04.00~~32~~³² Administration

- (a~~1~~) ~~The provisions of this article shall be administered by and under direction of the city manager or her authorized representative.~~ city secretary or their representative.
- (b~~2~~) ~~The Citycity secretary duly appointed and authorized representative of the city manager's office~~ Office of the City Secretary shall have the authority to:
- (1a) Oversee the general administration of this chapter, including but not limited to, the permit decision-making process;
- (b) —Make necessary inspections and tests with proper authorization or permission from the owner of any private property or place; and-
- (c~~2~~) —Make or require any investigations or studies which are necessary to determine if compliance can be achieved and require noise attenuation measures in accordance with the findings of such investigations or studies for the purpose of determining compliance with this article.

Sec. 14.04.00~~43~~⁴³ Prohibited noises

(1) This section shall not be construed to include any activities or actions by public or private:

(a) Educational facilities or entities, or

(b) Any governmental entity using their own property.

(2) Unless a permit of variance is first obtained from the city, the following sounds are hereby determined to be specific noises which can constitute a noise disturbance.

~~The following sounds are hereby determined to be specific noises which can constitute a noise disturbance, and violations of this article are hereby defined. This section shall not be construed to include any activities or actions by public or private educational facilities or entities or any governmental entity:~~

~~(1a) —Animals. Owing, keeping, possessing, or harboring any animal or animals which, by frequent or habitual noisemaking, unreasonably disturbs or interferes with the sleep, peace, comfort, and/or repose of neighboring persons of ordinary sensibilities, unless a permit of variance is first obtained.~~ The provisions of this subsection shall apply to all private facilities, including but not limited to any private or commercial animal shelters or kennels, which hold or treat animals, unless a permit of variance is first obtained.

~~(b2) —Radios, television sets, musical instruments, and similar devices. Operating or permitting to be operated in a fixed or movable position or mounted upon or within any vehicle in or upon any street, alley, sidewalk, park, place, or public or private property any radio receiving set, musical instrument, television, phonograph, drum, or other machine or device for the production or reproduction of sound or vibrations in such a manner as to unreasonably disturb or interfere with the sleep, peace, comfort, and/or repose of neighboring persons of ordinary sensibilities, unless a permit of variance is first obtained.~~

~~(c3) —Exterior loudspeakers. Operating or permitting to be operated any loudspeaker or sound-amplifying equipment in a fixed or movable position in or upon any street, alley, sidewalk, park, place, or public or private property for the purpose of commercial advertising, giving instructions, directions, talks, addresses, lectures, or transmitting music to any persons or assemblages of persons in such a manner as to unreasonably disturb or interfere with the sleep, peace, comfort, and/or repose of neighboring persons of ordinary sensibilities, unless a permit of variance is first obtained.~~

~~(d4) —Construction work. Operating or permitting to be operated any equipment used in commercial construction, repair, alteration, or demolition work on buildings, structures, streets, alleys, or appurtenances thereto, between the hours of 10:00 p.m. and 6:00 a.m. the following day, or in such a manner as to unreasonably disturb or~~

interfere with the sleep, peace, comfort, and repose of neighboring persons of ordinary sensibilities, ~~unless a permit of variance is first obtained.~~

- (e5) ~~_____~~—Power equipment. Operating or permitting to be operated any power equipment in residential zones outdoors between the hours of 10:00 p.m. and 6:00 a.m. the following day, or in such a manner as to unreasonably disturb or interfere with the sleep, peace, comfort, ~~and~~ repose of neighboring persons of ordinary sensibilities, ~~unless a permit of variance is first obtained.~~

~~(5.1)~~ ~~(f6)~~ Power equipment – Inflatable Play Equipment. Operation of an electrical generator to power inflatable play equipment in residential zones and/or City parks in such a manner as to unreasonably disturb or interfere with the sleep, peace, comfort, ~~and~~ repose of neighboring persons of ordinary sensibilities, ~~unless a permit of variance is first obtained.~~

- (6) ~~(g7)~~ Places of public entertainment. Operating or permitting to be operated in any place of public entertainment any loudspeaker or other source of sound which produces, at a point that is normally occupied by the customer, maximum sound pressure levels of 100 dBA as read on a sound level meter, unless a conspicuous and legible sign is posted near each public entrance stating: “Warning Sound Levels Within May Cause Permanent Hearing Impairment.” This provision shall not be construed to allow the operation of any loudspeaker or other source of sound in such a manner as to unreasonably disturb or interfere with the sleep, peace, comfort, ~~or and~~ repose of neighboring persons of ordinary sensibilities, ~~unless a permit of variance is first obtained.~~

- (h7) ~~_____~~—Mechanical devices. ~~Operating or permitting to be operated, The operation of~~ any mechanical, electrical, or electronic device in a residential area between the hours of 10:00 p.m. and 6:00 a.m. the following day, or in such a manner as to unreasonably disturb or interfere with the sleep, peace, comfort, ~~and~~ repose of neighboring persons of ordinary sensibilities, ~~unless a permit of variance is first obtained.~~

- (i8) Emergency signaling devices. The intentional sounding or permitting the sounding outdoors of any fire, burglar or civil defense alarm, siren, whistle, or similar stationary emergency signaling device for more than five minutes during any consecutive 60-minute period in such a manner as to unreasonably disturb or interfere with the sleep, peace, comfort, ~~or and~~ repose of neighboring persons of ordinary sensibilities, except for those exemptions outlined in this article. Nothing herein shall be construed to authorize the operation of any emergency signaling device in violation of Article 8.11 (Burglar and Robbery Alarms) of ~~the Code of Ordinances of the City of Lubbock~~ this code (Burglar and Robbery Alarms).

- (j9) ~~_____~~—Other prohibited sound levels. Any emanations of the human voice or noise from any other source, including but not limited to fireworks, motor vehicle horns or other noise-creating object, device or equipment, whether amplified or not, which unreasonably disturbs or interferes with the sleep, peace, comfort, ~~and~~ repose of

neighboring persons of ordinary sensibilities; ~~unless a permit of variance is first obtained.~~

Sec. 14.04.00~~54~~⁵ Motor vehicle noise

(a~~1~~) Modifications to motor vehicles. No person shall operate or cause to be operated any motor vehicle, unless the vehicle is equipped with an exhaust system which includes a tailpipe and resonator where the original vehicle design included a tailpipe and resonator. Such exhaust system shall be:

(~~1a~~) —Equipped with a muffler which is in good working order (free of damage to the baffles contained in the muffler and is in constant operation); and-

(~~b2~~) —Not equipped with any cut out, bypass or similar device.

(~~b2~~) Tire noise. It is unlawful for any person to operate a motor vehicle in such a manner as to cause or allow to be emitted squealing, screeching or other such sound from the tires in contact with the ground because of rapid acceleration or excessive speed around corners or other such reason; provided that sound resulting from emergency braking to avoid imminent danger shall be exempted from this subsection.

(~~3e~~) Off-highway motor vehicles. No person shall operate or permit to be operated any motorized vehicle off a public right-of-way in such a manner as to unreasonably disturb or interfere with the sleep, peace, comfort, or repose of neighboring persons of ordinary sensibilities.~~exceed the sound levels prescribed in this article.~~

Sec. 14.04.00~~65~~⁵ Permit of variance—Application; issuance procedures

(a~~1~~) -Applications for a permit for relief from the noise levels designated in this article ~~on the basis of undue hardship~~ may be made to the city secretary ~~or her duly authorized representative~~. Any permit granted by the city secretary hereunder shall contain all conditions upon which said permit has been granted and shall specify a reasonable time that the permit shall be effective. Any permit granted by the city secretary cannot be assigned or transferred. The city secretary ~~or her duly authorized representative~~ may grant relief as applied for if it is found:

(~~1a~~) -Th~~That~~ additional time is necessary for the applicant to alter or modify the activity or operation to comply with this article; or

(~~b2~~) -That the activity, operation or noise source will be of temporary duration and cannot be done in a manner that would comply with other provisions of this article; and

(~~c3~~) -That no other reasonable alternative is available to the applicant; and

(d4) —That the city may prescribe any conditions or requirements deemed necessary to minimize adverse effects upon the community or the surrounding neighborhood.

(2b) —No permit of variance may be issued ~~for greater than a 24-hour period or for repetitive days within a one-year maximum term~~ unless written ~~petition~~ notice of such request has been ~~sent~~ circulated to all owners, occupants, or representatives of real property lying within 300 feet ~~of from the property on which point of origin where the noise will be generated, stating the nature and location of the noise and the length of time requested.~~ Such ~~notice~~ petition shall state the nature, location, and length of time requested; and shall be given issued not less than ~~five~~ seven days prior to the date of permit variances for one-time events (less than a 24-hour period). Applications for ~~such foretasted-forstated events as listed in subsection 14.04.005(1)~~ shall be filed with the Office of the City Secretary no less than ~~five (5)~~ 3 days prior to the date of the event. Late fees may apply if filed after the stated deadlines.

Permit of variances for greater than a 24-hour period, or for repetitive days may not be issued unless written petition ~~notice~~ of such request has been circulated to all owners, occupants, or representatives of real property lying within 300 feet of the point of origin where noise will be generated; and includes the nature, location, and the length of time requested. The written petition ~~notice~~ must be ten-circulated fourteen days prior to the date ~~of the event~~ permit of variance is requested to be issued by depositing a written notice, properly addressed and postage paid, in the United States mail to such property owners as the ownership appears on the last approved city tax roll ~~the applicant.~~ Applications for ~~such foretasted-forstated~~ events shall be filed with the Office of the City Secretary no less than ~~ten (10)~~ ten (10) days prior to the date of the event. Late fees may apply if filed after the stated deadline.

A copy of each such written petition ~~notice~~ shall be provided to the city secretary prior to the date requested for issuance of said permit of variance. Such ~~notice~~ petition shall state ~~that persons for or opposed to such permit, may state an objection to issuance in writing at the office of the city secretary of the City of Lubbock.~~ If no objections are received, the city secretary shall issue the requested permit of variance. If one or more objections are received, the city secretary shall apply the standards of subsection (1a) in making a determination as to whether a permit of variance shall be issued.

(3e) ~~The~~ The city may require a noise study to be performed in order to evaluate the impact of a proposed permit of variance. Such study must be performed ~~by personnel trained and qualified~~ to conduct noise evaluations and studies of the impact of noise. ~~The city manager/city secretary shall make the determination as to whether personnel are trained and qualified to conduct noise evaluations and studies of the impact of noise.~~ In the event such a study is necessary, the ~~requesting party~~ applicant shall be notified in writing of such requirement. The ~~requesting party~~ applicant shall be responsible for the expense of any study.

~~(d) —A fee of twenty-five dollars (\$25.00) shall be charged for a single-day permit of variance issued by the city pursuant hereto and a fee of fifty dollars (\$50.00) shall be charged for a permit~~

~~of variance involving more than one day. This fee may be reviewed and adjusted in accordance with section 1.03.004 of the Code of Ordinances of the City of Lubbock.~~

Sec. 14.04.0076 Rescheduling following Approval and Issuance

The grantee of a permit of variance must notify the Office of the City Secretary no later than 24 hours ~~(weekends are not included in the 24-hour count)~~ prior to the rescheduling of the permitted activity. ~~Weekends will not be included in the 24-hour time period.~~ Said notice must be given to the Office of the City Secretary during its normal hours of operation. Subsequent to the aforementioned, recirculation of the written petition ~~notice~~ must be completed, by the grantee, to all owners, occupants, or representatives of real property lying within 300 feet of the point of origin where noise will be generated; and includes the nature, location, and the length of rescheduled time requested within 3 days. The written petition shall be submitted within 3 days after the request for rescheduling has been accepted. The city secretary then shall make a determination of approval/denial for rescheduling as per Section 14.04.0065(b) paragraph 3.

Sec. 14.04.00877 Same—Fees

All associated fees shall be set by the current fiscal budget of the City of Lubbock. ~~If no fee is established by budget ordinance, a minimum fee of fifty dollars (\$50.00) for the administrative costs of processing the permit of variance shall be required.~~

~~A fee of twenty five and no/100 dollars (\$25.00) shall be charged for each permit of variance issued by the city pursuant hereto. This fee shall be reviewed and adjusted in accordance with section 1.03.004 of the Code of Ordinances of the City of Lubbock. (1983 Code, sec. 18-4.6; Ordinance 2006-00103, sec. II, adopted 10/13/2006)~~

Sec. 14.04.00988 Same—Appeal of disapproval

Any individual who is aggrieved by the disapproval of a variance permit by the city secretary ~~or her duly authorized representative may~~ may appeal in writing to the Permit and License Appeal Board and statecity stating any information to support his/her claim not later than ten (10) days after the disapproval or denial. All appeals shall be heard by the permit and license appeal board in accordance with Section 2.03.073 of the code of ordinancethis code.

Sec. 14.04.0100909 Exceptions

Nothing herein shall be construed as prohibiting, limiting or restricting the activities of any governmental entity holding events on their own property, ~~educational entity~~, or public utility.

Sec. 14.04.010 Penalty

A violation of any of the provisions of this article shall constitute a misdemeanor and, upon conviction thereof, shall be punishable by a fine not to exceed five hundred dollars (\$500.00). Each day a violation is committed or continues shall constitute and be punishable as a separate offense.

ARTICLE 14.05 STOLEN, ABANDONED OR RECOVERED PROPERTY^{*}

Sec. 14.05.001 Sale at public auction authorized

All abandoned, stolen or recovered property of every kind, including motor vehicles, which shall remain unclaimed with the police department for a period of sixty (60) days, without being claimed or reclaimed by the owner, whether known or not, may be sold or disposed of at public auction as provided in this article.

Sec. 14.05.002 Delivery to purchasing agent; receipt

The chief of police shall give to the purchasing agent of the city a list of all property subject to sale under the provisions of this article and shall thereafter deliver such property, except motor vehicles, to the purchasing agent before the date of sale, and take a receipt from the purchasing agent, showing in detail all property so delivered. Motor vehicles shall be kept by the chief of police until a sale has been made.

Sec. 14.05.003 Posting notice of sale and list of property to be sold

Thirty (30) days' notice of the time and place of a sale under the provisions of this article, and a descriptive list of the property and motor vehicles, or both, to be offered for sale, shall be posted at the courthouse door of the county and at any regular entrance to the city hall and a copy thereof sent by registered mail to the last-known address of the owner, in the event the name of the owner is known to the purchasing agent.

Sec. 14.05.004 Sale of property separately or in lots

When the requirements of the preceding section have been met, the property shall be offered for sale at public auction to the highest bidder for each piece of property separately or assembled in lots, whichever in the discretion of the purchasing agent shall offer the best price obtainable for the property, provided that motor vehicles that are operative under their own power shall be sold separately.

Sec. 14.05.005 Auction time and place; cash sale

The public auction provided for in this article shall be conducted at the place and hour designated in the notice referred to in section 14.05.003 of this article, and all sales shall be for cash.

Sec. 14.05.006 Duties of purchasing agent; disposition of funds

The purchasing agent shall conduct the public auction provided for in this article and he shall keep an accurate statement of each article or motor vehicle sold and the price bid and paid therefor, and shall make a complete report in writing to the chief accountant of the time, place and manner of conducting the sale, and all funds receiving on account of such auction shall be delivered to the chief accountant, who shall give his receipt therefor. The chief accountant is hereby required to place all funds received by him under and by virtue of this article to the credit of the general fund, to be thereafter disbursed as the city council shall order.

Sec. 14.05.007 Disposition of worthless property

Any property which has been listed and offered for sale under the provisions of this article and for which no price or sum has been offered, if deemed by the purchasing agent to be worthless and without value, shall be disposed of in such manner as the purchasing agent shall prescribe. A description of all property destroyed or disposed of by the purchasing agent as worthless or without value shall be reported to the city council, together with the date and manner of disposal.

ARTICLE 14.06 DISEASED TREES

Sec. 14.06.001 Nuisance defined

Any tree or plant which is capable of causing an epidemic spread of communicable disease is hereby declared to be a public nuisance.

Sec. 14.06.002 Abatement of nuisance

It shall be unlawful for any person, owner, or occupant having supervision or control of any lot, tract, parcel of land or portion thereof, occupied or unoccupied, improved or unimproved, within the corporate limits of the city to permit or maintain on any such lot, tract, or parcel any tree or plant which is a public nuisance as defined herein, and it shall be the duty of such person, owner, or occupant to promptly remove, eradicate, or otherwise control such condition.

Sec. 14.06.003 Inspections

The director of parks and recreation or his representative is hereby authorized to enter upon any lot or parcel of land in the city at any reasonable hour for the purpose of inspecting trees or plants in order to accomplish the purpose of this article

Sec. 14.06.004 Notice to abate nuisance

The director of parks and recreation of the city or his representative shall give to the owner or occupant having supervision or control of the premises where a public nuisance, as herein defined, is found written notice of the existence of such nuisance and an order detailing the

requirements of abatement to be completed within a reasonable time to be specified in such notice. If personal service may not be had, service may be made by publication. Failure of the owner or occupant to correct the violation within the specified time shall constitute a misdemeanor.

Sec. 14.06.005 Appeal from notice; hearing

The owner or occupant served with notice as described in [section 14.06.004](#) above shall have the right to appeal the order of the director of parks and recreation. Notice that such owner or occupant desires to appeal shall be submitted in writing to the director of parks and recreation or his representative within the time specified for abatement in the notice. Upon receipt of a notice of appeal, the director of parks and recreation shall schedule a meeting with the parks and recreation board as soon as practicable to consider such appeal. Until a final determination by the parks and recreation board, work required to be done by the director of parks and recreation shall not be required, and if the parks and recreation board sustains all or any part of the order, it shall set the time within which the work required to be done shall be done. A person dissatisfied with a decision under this section by the park and recreation board may appeal such decision in writing to the city council within ten (10) days after such decision is rendered, and the city council shall hear such appeal within thirty (30) days.

Sec. 14.06.006 Work done by city; assessment of costs

If any work required to be done by the director of parks and recreation or the parks and recreation board is not accomplished within the time specified, the director of parks and recreation shall cause the work to be done and the cost of the same shall be assessed against the property owner. Any notice given pursuant to this article shall state that if the work required is not done within the time specified, the city will cause the same to be done at the expense of the property owner. A statement of the costs incurred by the city shall be mailed to the property owner and such statement shall be paid within thirty (30) days of the date of mailing thereof. If any property owner is unable to pay the cost of such work within thirty (30) days, he may enter into an agreement for the payment of the same in monthly installments.

ARTICLE 14.07 SEX OFFENDERS^{*}

Sec. 14.07.001 Definitions

For the purposes of this article, the following terms, words, and the derivations thereof shall have the meanings: ~~given herein.~~

- (1) Database. Refers to the database maintained by the Texas Department of Public Safety pursuant to V.A.T.C. Code of Criminal Procedure sections 62.001 et seq., as amended.
- (2) ~~_____~~ Day care center. Any type of child-care facility as defined in V.A.T.C. Human Resources Code section 42.002, as amended.

- (3) Department. The Texas Department of Public Safety.
- (4) Minor. A person younger than seventeen years of age.
- (5) Permanent residence. A place where a person abides, lodges, or resides for a period of seven (7) or more consecutive days.
- (6) Premises. Public parks or public recreational facilities open to minors, private or public schools (excluding in-home schools, trade or business schools, colleges, and universities), boy's or girl's organizations chartered by a state or national organization, and day care centers.
- (7) Program. Refers to the Sex Offender Registration Program promulgated in V.A.T.C. Code of Criminal Procedure sections 62.001 et seq., as amended.
- (8) Temporary residence. A place where a person abides, lodges, or resides for a period of seven (7) or more days in the aggregate during any calendar year and which is not the person's permanent address.

Sec. 14.07.002 Offense

It shall be unlawful for a person required to register on the database under either of the following circumstances to establish a permanent or temporary residence within one thousand (1,000) feet of any premises, to wit:

- (1) ~~—FF~~ For an offense involving a minor under any provision of the Texas Penal Code, as amended, requiring the person to register on the database.
- (2) ~~—~~ For an offense under federal law, the laws of any state, the laws of any foreign country, or the Uniform Code of Military Justice, if the offense contains elements substantially similar to any of those offenses in the Texas Penal Code involving a minor and requiring the person to register on the database.

Sec. 14.07.003 Measurements

For purposes of this article, the distance between a permanent or temporary residence and the premises shall be determined by a straight line from the outer property line of such permanent or temporary residence in closest proximity to the nearest property line of the premises. In the case of apartment complexes or other multiple residences, the distance shall be determined by a straight line from the outer property line of such apartment complex or other multiple ~~residence~~ residences in closest proximity to the nearest property line of the premises.

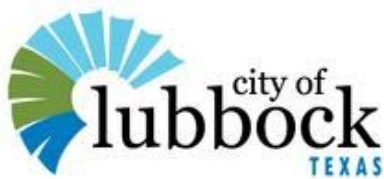
Sec. 14.07.004 Affirmative defenses

It shall be an affirmative defense to prosecution for any violation under this article if:

- | (1) ~~___~~—The person required to register on the database established the permanent or temporary residence prior to the date of adoption of this article and has complied with the program.
- | (2) ~~___~~—~~T~~IThe person required to register on the database is a minor.
- | (3) ~~___~~—~~T~~IThe premises were dedicated, constructed, or opened after the person established the permanent or temporary residence and has complied with the program.
- | (4) ~~___~~—The person was erroneously listed on the database or the information necessary to establish an essential element of the offense under this article is erroneous.

Sec. 14.07.005 Penalty

A violation of this article shall constitute a misdemeanor and, upon conviction thereof, shall be punishable by a fine not to exceed two thousand dollars (\$2,000.00). Each day a violation is committed or continues shall constitute and be punishable as a separate offense.



Regular City Council Meeting

5. 6.

Meeting Date: 08/09/2012

Information

Agenda Item

Ordinance 1st Reading – Traffic: Consider an ordinance 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.

Item Summary

Amends Chapter 20 (Traffic) of the City of Lubbock, Texas, Code of Ordinances to re-adopt provisions, regarding impounding uninsured vehicles, which were not carried forward in the substantive review process, and to revise the numbering of the provision to conform to current practices.

The first reading of this item was approved on July 12, 2012. Certain corrections have since been made requiring a new first reading of this ordinance.

Fiscal Impact

None.

Staff/Board Recommending

Laura Pratt, Assistant City Attorney

Attachments

Amending LCO Chapter 20.05.010 - Traffic

ORDINANCE NO. 2012- O_____

AN ORDINANCE AMENDING CHAPTER 20 (TRAFFIC) TO AMEND ARTICLE 20.05, DIVISION 1, TO CREATE A SECTION 20.05.010 (IMPOUNDING UNINSURED VEHICLES) OF THE CITY OF LUBBOCK CODE OF ORDINANCES, AUTHORIZING A POLICE OFFICER TO IMPOUND A MOTOR VEHICLE INVOLVED IN A COLLISION OR STOPPED FOR A TRAFFIC LAW VIOLATION IF THE VEHICLE'S OWNER OR OPERATOR FAILS TO SHOW EVIDENCE OF FINANCIAL RESPONSIBILITY; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council finds that uninsured motorists are a significant problem in the City of Lubbock, Texas; and

WHEREAS, owners or operators operating vehicles in the City of Lubbock are required to establish financial responsibility and show evidence or proof of financial responsibility to a requesting peace officer as required under Chapter 601 of the Texas Transportation Code; and

WHEREAS, the City of Lubbock determines that the payment of administrative fees and costs associated with the impoundment of vehicles shall not be construed as a criminal penalty or fine; and

WHEREAS, the City Council of the City of Lubbock, Texas finds and determines that it is in the best interest of the citizens of the City of Lubbock to make the following amendments to Chapter 20 (Traffic) of the Code of Ordinances of the City of Lubbock.

NOW, THEREFORE,

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

SECTION 1. THAT, the Code of Ordinances, City of Lubbock, Texas is hereby amended by adding a section, to be numbered 20.05.010, which said section reads as follows:

Sec. 20.05.010 Impounding uninsured vehicles

- (1) A police officer is authorized to remove or cause to remove a vehicle from a public street to a place designated by the chief of police when:
 - (a) The vehicle is involved in an accident and the vehicle's owner or operator fails to show proof of established financial responsibility as required under Chapter 601 of the Texas Transportation Code, as amended; or
 - (b) The vehicle is stopped by a police officer for an alleged violation of a city or state traffic law or other law applicable to the operation of a vehicle on

the roadway, and the vehicle's operator fails to show proof of established financial responsibility as required under Chapter 601 of the Texas Transportation Code, as amended.

- (2) A vehicle removed and towed under this section must be kept at the place designated by the chief of police until application for redemption is made by the owner or the owner's authorized agent, who will be entitled to possession of the vehicle upon payment of costs of towing, notification, impoundment, storage, and upon showing proof of financial responsibility. Fees for vehicles impounded under this section shall be in accordance with the currently active wrecker service contract.
- (3) The chief of police or a designated representative may release a vehicle without payment of fees if subsequent investigation results in a determination that there was no violation of this code or the Texas Motor Vehicle Laws.

SECTION 2. THAT, unless otherwise provided herein, a violation of any provision of this Ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock.

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

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

SECTION 5. THAT this Ordinance shall become effective, except as may otherwise be provided herein, from and after its publication as provided by law.

AND IT IS SO ORDERED.

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

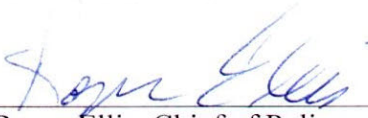
Passed by the City Council on second reading this _____ day of _____.

GLEN C. ROBERTSON, Mayor

ATTEST:

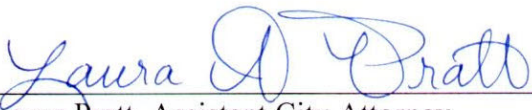
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



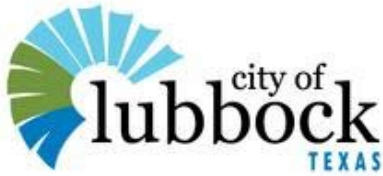
Roger Ellis, Chief of Police

APPROVED AS TO FORM:



Laura Pratt, Assistant City Attorney

Amending LCO Chapter 20.05.010 – Traffic (new caption)
07.17.12



Regular City Council Meeting

5. 7.

Meeting Date: 08/09/2012

Information

Agenda Item

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.

Item Summary

On February 23, 2012, the City Council approved a contract with Ballou Pavement Solutions, Inc., for the 2012 Micro-Surfacing Project.

The change order, totaling \$124,319, is to place a micro-surfacing treatment on the streets in the King's Park neighborhood where the Lake Alan Henry waterline was installed. The reason for the treatment is to protect and extend the life of the existing streets along the pipeline route in the neighborhood. The change order also includes the placement of a micro-surfacing treatment along 84th Street between Memphis Avenue and Quaker Avenue. The street is highly travelled and is also in need of micro-surfacing.

An additional 10 calendar days is requested for the additional work for a total completion time of 120 consecutive calendar days.

Staff recommends approval of Change Order No. 1.

Fiscal Impact

\$52,000,000 is appropriated in Capital Improvement Project No. 92187, Lake Alan Henry Treated Water Pipeline project, with \$84,537 available for this contract. \$18,541,969 is appropriated in Capital Improvement Project No. 92248, Street Maintenance Program, with \$39,782 available for this contract.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Resolution & Change Order 1 - Micro Surfacing

Micro Map

CIP Detail - Micro-Surfacing

CIP Detail - LAH Treated Water Pipeline

Project Cost Detail - Micro-Surfacing

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. 10500 by and between the City of Lubbock and Ballou Pavement Solutions, Inc., 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:ccdoks/RES.ChgOrd#1-Ballou Pavement Solutions, Inc.
July 20, 2012

**CITY OF LUBBOCK
CHANGE ORDER**

Contract No: 10500	Contractor: Ballou Pavement Solutions, Inc.
Change Order No:1	Contract Title: 2012 Street Micro-Surfacing Project
BID/RFP No.12-10500-CI	Project Number: 92248

"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. Adjustments to "Estimated Quantities" to a line item in a Unit Price contract do not require a Change Order. All work that alters the nature of the 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):**

This Change Order is to place a micro-surfacing treatment on the streets in the King's Park neighborhood where the Lake Alan Henry waterline was installed. The reason for the treatment is to protect and extend the life of the existing streets along the pipeline route in the neighborhood. This portion of the change order will be funded from the Lake Alan Henry Treated Water Pipeline Capital Improvement Project.. In addition this change order will include the placement of a micro-surfacing treatment along 84th street between Memphis and Quaker. The funding for this portion of the change order will be paid out of the Street Maintenance Project account.

An additional 10 day's will be added to the contract to allow time for the added work. Time for completion will now be 120 consecutive calendar days with liquidated damages of \$1,044 per day.

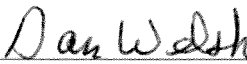
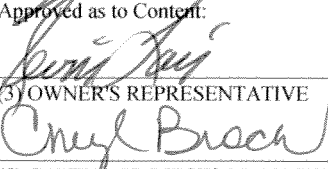
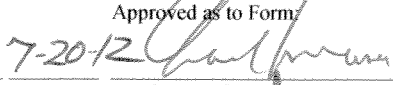
Where the Change Order is negotiated, the Change Order must be fully documented and itemized as to costs, including material quantities, material costs, taxes, insurance, employee benefits, other related costs, profit and overhead. Where certain unit prices are contained in the initial contract, no deviations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

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

ITEM	DESCRIPTION	AMOUNT
A.	ORIGINAL CONTRACT VALUE:	\$ 4,992,769
B.	AMOUNT OF THIS CHANGE ORDER: <i>Council approval required if over \$25,000</i> COST CENTER: 4531 ACCOUNT: 92187	\$ 124,318.80
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A):	0.02 %
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	\$ 0
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D):	\$ 124,318.80
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): <i>25% Maximum</i>	0.02 %
G.	NEW CONTRACT AMOUNT (A+E):	\$ 5,117,087.80

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

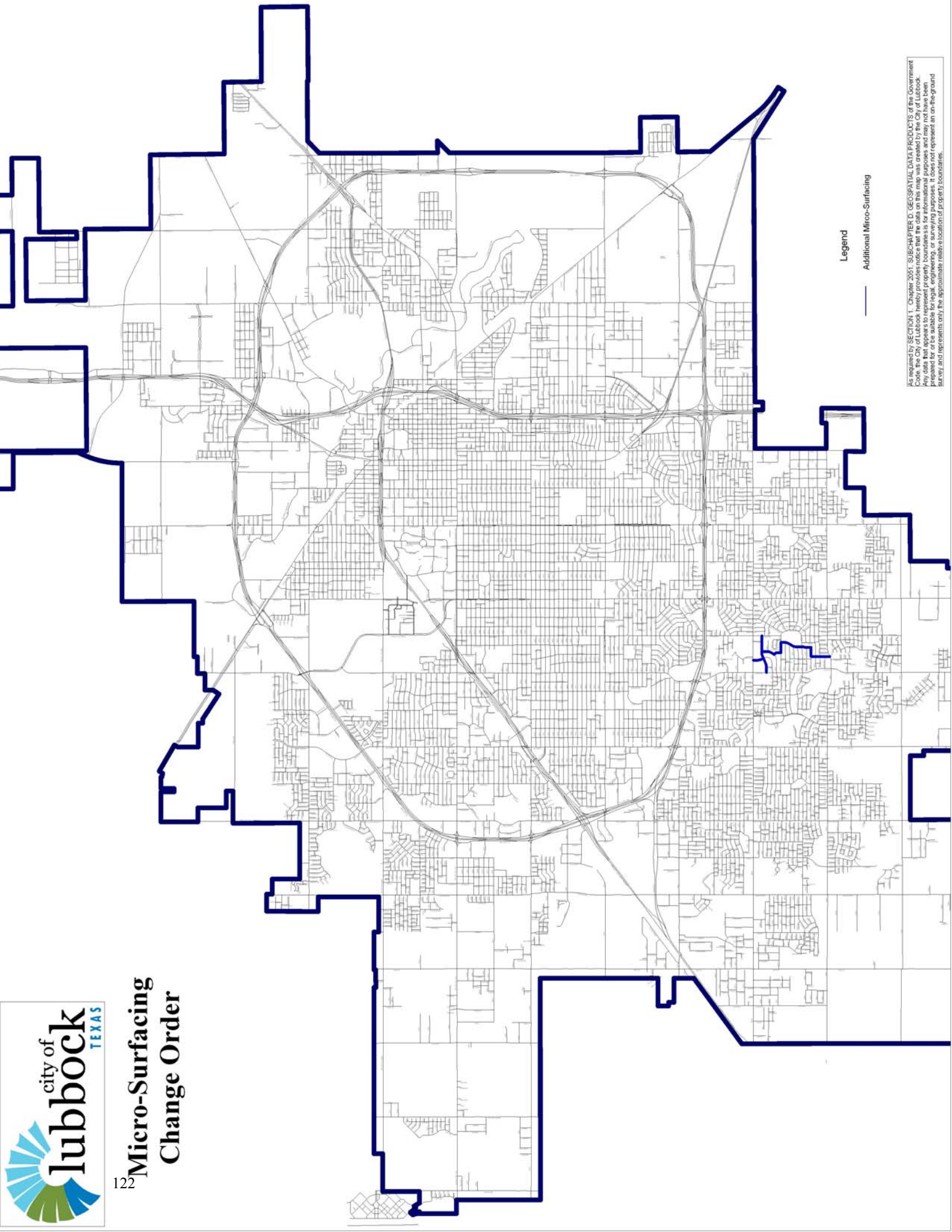
This Change Order is not valid without the following signatures (please sign in order and return 3 originals with Contract Cover Sheet to Purchasing and Contract Management Department):

	7-18-12		7-20-12
(1) CONTRACTOR	Date	(2) PROJECT ARCHITECT/ENGINEER	Date
Approved as to Content:		Approved as to Form:	
	7-20-12		7-20-12
(3) OWNER'S REPRESENTATIVE	Date	(4) CITY ATTORNEY	Date
	7-20-12		7/23/12
(5) CAPITAL PROJECTS MANAGER	Date	(6) PURCHASING AND CONTRACT MANAGER	Date

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

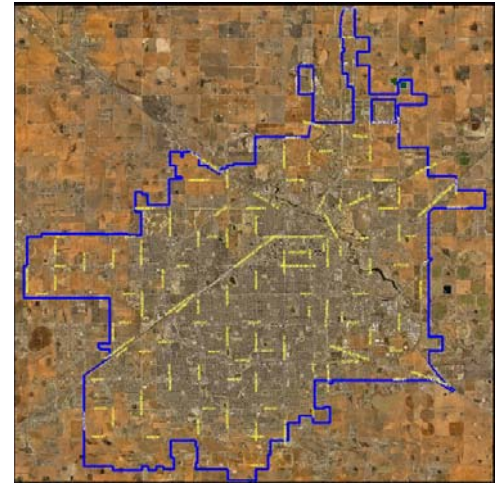
CITY OF LUBBOCK		ATTEST:	
(7) MAYOR	Date	(8) CITY SECRETARY	Date
Council Date: _____		Agenda Item #: _____ Resolution #: _____	

Micro-Surfacing Change Order



Legend

— Additional Micro-Surfacing

Managing Department **Paved Streets***Project Manager* **Kevin Lair***Project Classification* **Infrastructure Improvements***Project Status* **Approved***Project Scope*

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

Project Justification

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

Project History

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

\$9,201,970 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.

\$9,339,999 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.

<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	18,541,969	9,480,099	9,622,300	9,766,635	9,913,135	10,061,832	10,212,759	77,598,729
Total Project Appropriation	18,541,969	9,480,099	9,622,300	9,766,635	9,913,135	10,061,832	10,212,759	77,598,729

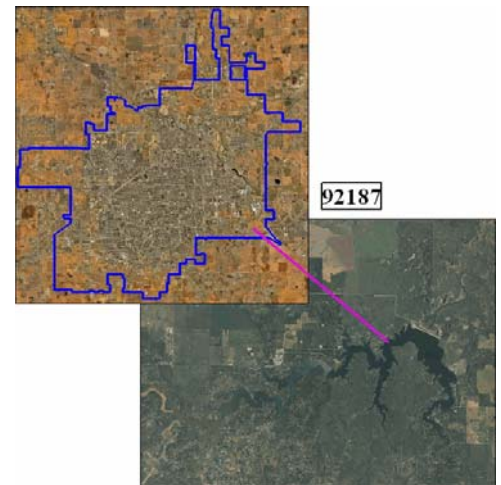
<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	
FY 2011 10-Year Certificates of Obligation	9,201,970	0	0	0	0	0	0	9,201,970
FY 2012 10-Year Certificates of Obligation	9,339,999	0	0	0	0	0	0	9,339,999
FY 2013 10-Year Certificates of Obligation	0	9,480,099	0	0	0	0	0	9,480,099
FY 2014 10-Year Certificates of Obligation	0	0	9,622,300	0	0	0	0	9,622,300
FY 2015 10-Year Certificates of Obligation	0	0	0	9,766,635	0	0	0	9,766,635
FY 2016 10-Year Certificates of Obligation	0	0	0	0	9,913,135	0	0	9,913,135
FY 2017 10-Year Certificates of Obligation	0	0	0	0	0	10,061,832	0	10,061,832
FY 2018 10-Year Certificates of Obligation	0	0	0	0	0	0	10,212,759	10,212,759
Total Funding Sources	18,541,969	9,480,099	9,622,300	9,766,635	9,913,135	10,061,832	10,212,759	77,598,729

Managing Department **Water Reservoir**

Project Manager **Wood Franklin**

Project Classification **Master Plans/Studies**

Project Status **Approved**

*Project Scope*

Construction of a treated water pipeline from the South Lubbock Water Treatment Plant to the water distribution system with connections at Pump Stations 8, 10, and 14. The project is phase four of a four-phase project to bring Lake Alan Henry online.

Project Justification

The City Council approved funding for the preliminary design of an intake and pump station, a 65-mile transmission line, transmission pump stations, and a 15-million gallon per day water treatment plant to bring raw water from the Lake Alan Henry reservoir to Lubbock. A project to secure the right-of-way continues. A final design project occurred in 2009.

Project History

\$15.0 million was appropriated in FY 2009-10 Budget Amendment No. 14, Ord. No. 2010-O00031, May 13, 2010.

\$39.7 million was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.

Reduced funding by \$2.7 million, FY 2010-11, management reduction, December 21, 2010.

Will close by 9/30/12.

<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	52,000,000	0	0	0	0	0	0	52,000,000
Total Project Appropriation	52,000,000	0	0	0	0	0	0	52,000,000

<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	
2003 Tax and Waterworks Revenue CO's	54,771	0	0	0	0	0	0	54,771
FY 2008 Water Revenue CO's	1,359,604	0	0	0	0	0	0	1,359,604
FY 2009 Water Revenue CO's	2,242,409	0	0	0	0	0	0	2,242,409
FY 2010 Water Revenue CO's	22,267,300	0	0	0	0	0	0	22,267,300
FY 2011 Water Revenue CO's	26,075,916	0	0	0	0	0	0	26,075,916
Total Funding Sources	52,000,000	0	0	0	0	0	0	52,000,000

City of Lubbock, TX
Capital Project
Project Cost Detail
August 9, 2012

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

Capital Project Number:	92187
Capital Project Name:	LAH Treated Water Pipeline

	Budget		
	92248	92187	Total
Capital Project Number:			
<i>Encumbered/Expended</i>			
FY 2010-11 Street maintenance and construction	\$ 7,958,621	-	7,958,621
Lone Star Dirt & Paving (Asphalt Patching)	1,545,867		1,545,867
Lone Star Dirt & Paving (Concrete Repairs)	949,300	-	949,300
Ballou Pavement Solutions (2012 Micro-Surfacing Project)	4,992,796	-	4,992,796
Pavement Restoration	197,252		197,252
Bee Equipment Sales (Lease Asphalt Paver)	45,000		45,000
Western Summit - Contract G1	-	14,947,824	14,947,824
Western Summit - Contract G2	-	30,150,777	30,150,777
Parkhill, Smith, and Cooper Contract		1,078,147	1,078,147
Lubbock Land Company		125,424	125,424
South Plains Communications		152,748	152,748
Sewer System Improvements		5,708	5,708
Water System Improvements		17,418	17,418
City of Lubbock Staff Time	396	92,770	93,166

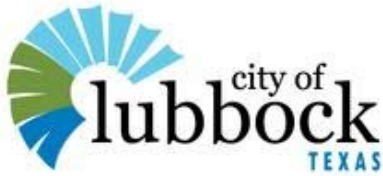
Agenda Item July 26, 2012

Ballou Pavement Solutions (2012 Change Order #1)	39,782	84,537	124,319
<i>Encumbered/Expended To Date</i>	15,729,014	46,655,353	62,384,367

Estimated Costs for Remaining Appropriation

Construction	2,812,955	5,344,647	8,157,602
<i>Remaining Appropriation</i>	2,812,955	5,344,647	8,157,602

Total Appropriation	\$ 18,541,969	52,000,000	70,541,969
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Regular City Council Meeting

5. 8.

Meeting Date: 08/09/2012

Information

Agenda Item

Contract Resolution – Public Works Engineering: Consider a resolution 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.

Item Summary

Change order number 3 includes changes to the Lake Alan Henry Water Supply Project South Water Treatment Plant. The changes total \$111,569 and account for a 0.27% increase in the contract amount. It also includes an additional 21 calendar days to the contractual substantial completion date.

The 192 page detailed description of the Change Order 3 is on file in the City Secretary's office. City staff, and consulting engineering firm Black & Veatch, recommend approval of this change order number 3. With the addition of this and previous change orders, the new contract amount is \$41,228,382 and the contract substantial completion date will be June 22, 2012. The Contractor will be held responsible for liquidated damages in accordance with the contract.

Fiscal Impact

\$60.7 million is appropriated in Capital Improvement Project No. 92171, Lake Alan Henry Water Treatment Plant, with \$111,569 available for this purpose.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operations Officer

Attachments

Resolution - LAH Contract F

Change Order #3 - Page 1 LAH

EXHIBIT A - Change Order 3 LAH

LAH Water Treatment Plant Detail Sheet

CIP Detail - 92171

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. 3 to that certain Contract No. 9355 by and between the City of Lubbock and Archer Western Contractors, Ltd, for Lake Alan Henry Water Supply Project-South Water Treatment Plant-Contract F, and related documents. Said Change Order No. 3 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#3Contract-Archer Western Contractors
July 24, 2012

**CITY OF LUBBOCK
CHANGE ORDER**

Change Order #:	3	Contractor:	Archer Western Contractors, LTD
Date:	July 23, 2012	BID/ITB/RFP #:	10-039-MA
Contract #:	9355	Project Name:	Lake Alan Henry Water Supply Project – South Water Treatment Plant – Contract F

“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. Adjustments to “Estimated Quantities” to a line item in a Unit Price contract do not require a Change Order. All work that alters the nature of the 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):

This Change Order includes RFP 019 thru RFP 022, RFP 24 thru RFP 29, COR 016 thru COR 024, and COR 26 thru COR 27 to the Lake Alan Henry Water Supply Project – South Water Treatment Plant - Contract F. Included in this change order is a Contract Time extension for Substantial Completion of 21 days and final completion will be 66 days after the Contractor has been approved as Substantially Complete. These change requests are detailed in the attached Change Order No. 3 Log.

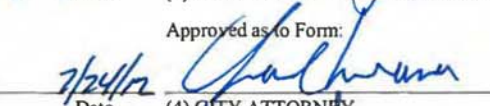
Where the Change Order is negotiated, the Change Order must be fully documented and itemized as to costs, including material quantities, material costs, taxes, insurance, employee benefits, other related costs, profit and overhead. Where certain unit prices are contained in the initial contract, no deviations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

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

ITEM	DESCRIPTION	AMOUNT
A.	ORIGINAL CONTRACT VALUE:	\$40,873,000.00
B.	AMOUNT OF THIS CHANGE ORDER: <i>Council approval required if over \$25,000</i>	\$111,568.82
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A):	0.27%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	\$243,812.75
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D):	\$355,381.57
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): <i>25% Maximum</i>	0.86%
G.	NEW CONTRACT AMOUNT (A+E):	\$41,228,381.57

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):

 (1) CONTRACTOR	 (2) PROJECT ARCHITECT/ENGINEER
Date: 7/24/12	Date: 7/24/12
Approved as to Content:	Approved as to Form:
 (3) OWNER'S REPRESENTATIVE	 (4) CITY ATTORNEY
Date: 7/24/12	Date: 7/24/12
 (5) CAPITAL PROJECTS MANAGER	 (6) PURCHASING AND CONTRACT MANAGER
Date: 7/25/12	Date: 7/25/2012

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

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

EXHIBIT A

Change order number 3 includes the following changes to the contract:

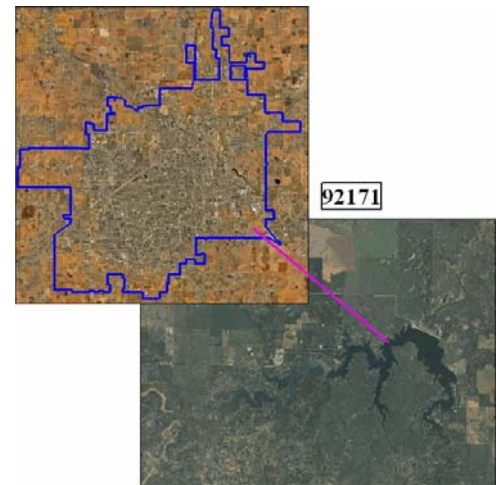
Document Number	Description	Recommended Addition	Recommended Deduction
RFP019	Fire Protection modifications	\$ 10,258.31	
RFP020	Concrete contraction joint detail		\$ (3,358.19)
RFP021	Radio antenna relocation and IT rack UPS	3,121.53	
RFP022R	Power Supply to water heater & addition of PRV	1,366.65	
RFP024	Inlet structure sluice gate and Contract G2 surge tank control	31,797.83	
RFP025	Sample line revisions	1,299.32	
RFP026	Low level cutoff switch for membrane feed pumps	10,498.30	
RFP027	Chemical tote ventilation	12,209.46	
RFP028	Air supply line in Chemical Feed area	829.36	
RFP029	High Service Pump solenoid control valve	3,913.75	
COR016	Grating revisions at Flow Control Structure	2,954.18	
COR017	Proposed Change of valves on the septic system		(15,832.79)
COR018	Modifications to the soffit framing	6,439.77	
COR019	Analyzer equipment changes		(5,622.02)
COR020	Motor starters for the CIP pumps	9,942.67	
COR021	Sulfuric acid system valve change	7,366.98	
COR022	Heat tracing and insulation for sulfuric acid piping	18,219.27	
COR023	Booster Pump System control panel changes and addition of low pressure switch	2,302.12	
COR024	Pretreatment precast panel to metal deck closure	7,504.80	
COR026	Additional door hardware	1,768.73	
COR027	Additional monitoring points in SCADA for fire alarm panel	4,592.79	
	Net	136,385.82	(24,813.00)
	Total Change Order	\$ 111,568.82	

Managing Department **Water Reservoir**

Project Manager **Wood Franklin**

Project Classification **Master Plans/Studies**

Project Status **Approved**

*Project Scope*

Construction of a 15-million gallon per day South Lubbock Water Treatment Plant and Terminal Storage Reservoir. This is the fourth phase of a four-phase project to bring Lake Alan Henry online.

Project Justification

The City Council approved funding for the preliminary design of an intake and pump station, a 65-mile transmission line, transmission pump stations, and a 15-million gallon per day water treatment plant to bring raw water from the Lake Alan Henry reservoir to the City. A project to secure the right-of-way is scheduled for 2007. A final design project is scheduled for 2008. Construction is scheduled to begin in 2009.

Project History

\$500,000 was appropriated in FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.

\$62.0 million was appropriated in the FY 2009-10 Budget, Ord. No. 2009-O0073, August 27, 2009.

\$4.4 million was appropriated in FY 2009-10 Budget Amendment No. 6, Ord. No. 2009-O0108, December 2, 2009.

Reduced funding by \$1.2 million on June 7, 2010 per Chief Operating Officer.

Moved \$5 million to 91003 in FY 2011-12 Budget Amendment No. 11, Ord. No. 2012-O0016, March 6, 2012.

Will close by 9/30/12.

<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	60,200,000	0	0	0	0	0	0	60,200,000
Design and Engineering	500,000	0	0	0	0	0	0	500,000
Total Project Appropriation	60,700,000	0	0	0	0	0	0	60,700,000

<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	
2003 Tax and Waterworks Revenue CO's	718,813	0	0	0	0	0	0	718,813
FY 2006 Water Revenue CO's	4,690,627	0	0	0	0	0	0	4,690,627
FY 2007 Water Revenue CO's	876,579	0	0	0	0	0	0	876,579
FY 2008 Water Revenue CO's	500,000	0	0	0	0	0	0	500,000
FY 2010 Water Revenue CO's	53,913,981	0	0	0	0	0	0	53,913,981
Total Funding Sources	60,700,000	0	0	0	0	0	0	60,700,000

**City of Lubbock, TX
Capital Project
Project Cost Detail
August 9, 2012**

Capital Project Number:	92171
Capital Project Name:	Lake Alan Henry Water Treatment Plant

	Budget
<i>Encumbered/Expended</i>	
Siemens - Membrane System Design Submittals	\$ 100,000
Water Treatment Plant - Electric	272,255
City of Lubbock Staff Time	24,602
Bid Cost	1,666
Archer Western - Water Treatment Plant	40,873,000
Archer Western - Terminal Storage Reservoir	9,696,000
Archer Western - Terminal Storage Reservoir - Change Order #1	3,857
PSC - Construction Phase Services	4,762,500
Archer Western - Water Treatment Plant Change Order 1	58,897
Archer Western - Water Treatment Plant Change Order 2	184,916

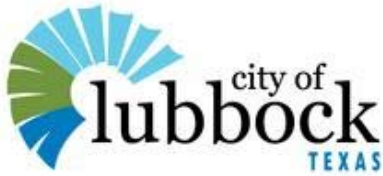
Agenda Item August 9, 2012

Archer Western - Water Treatment Plant Change Order 3	111,569
<i>Encumbered/Expended To Date</i>	<u>56,089,262</u>

Estimated Costs for Remaining Appropriation

Construction	4,610,738
<i>Remaining Appropriation</i>	<u>4,610,738</u>

Total Appropriation	<u>\$ 60,700,000</u>
----------------------------	-----------------------------



Regular City Council Meeting

5. 9.

Meeting Date: 08/09/2012

Information

Agenda Item

Contract Resolution – Public Works Engineering: Consider a resolution 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.

Item Summary

The Southeast Water Reclamation Plant (SEWRP) consists of Plants 2, 3, and 4 and is rated to treat 31.5 million gallons of wastewater per day. As part of the recent upgrades at the SEWRP, two existing 200 and four 400 horsepower blowers were replaced with three new 800 horsepower blowers. The blower system upgrades are necessary to meet the increased oxygen demand for the biological nutrient removal process. The new blowers are more efficient; however, they produce significantly more heat load than the previous blowers. The existing ventilation system requires additional airflow to prevent the indoor ambient temperature from rising to levels that can potentially damage or disrupt the operation of the new equipment. The proposed modifications to the existing ventilation system will include installation of intake hoods on the roof and new centrifugal fans on the wall to pull air into the building and to exhaust the hot air irradiated by the blowers.

Staff recommends contract award to the sole bidder, Brown-McKee, Inc., of Lubbock, Texas for \$271,000. Time for substantial completion is 135 consecutive calendar days, and liquidated damages are \$250 per consecutive calendar days in excess of substantial completion. An additional 30 consecutive calendar days is provided for final completion, and liquidated damages are \$100 per consecutive calendar day in excess of the time set forth for final completion.

Fiscal Impact

\$49,894,389 is appropriated in Capital Improvement Project No. 92126, SEWRP, with \$271,000 available for this purpose.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Resolution & Contract - SEWRP

SEWRP - Budget Detail - 92126

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. 10569 for Southeast Water Reclamation Plant 4 blower building ventilation modifications, by and between the City of Lubbock and Brown-McKee, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Marsha Reed, P.E., Chief Operating Officer

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Contract-Brown McKee, Inc.
July 16, 2012

**BID SUBMITTAL FORM
LUMP SUM PRICE CONTRACT**

DATE: 7-11-2012

ITB 12-10569-CI - Southeast Water Reclamation Plant 4 Blower Building Ventilation Modifications

Bid of BROWN-MCKEE, 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 **Southeast Water Reclamation Plant, Plant 4 Blower Building Ventilation Modifications**, having carefully examined the plans, specifications, instructions to bidders, notice to bidders and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below.

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

ITEM NO.	DESCRIPTION	LUMP SUM
1	Mobilization - Including Contractor mobilization, insurance, payment bond, performance bond and demobilization.	\$ 6,000. ⁰⁰
2	All Work as defined in the Contract Documents for Construction.	\$ 265,000. ⁰⁰
	TOTAL LUMP SUM	\$ 271,000. ⁰⁰

MP0. 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 **One Hundred and Thirty-five (135) 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 **Two Hundred and Fifty dollars (\$250)** for each consecutive calendar day in excess of the time set forth herein above for substantial completion of this project, and the sum of **One-Hundred dollars (\$100)** for each consecutive calendar day in excess of the time set forth herein for final completion, all as more fully set forth in the general conditions of the contract documents.

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

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

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 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

MPO Bidder's Initials

Enclosed with this bid is a Cashier's Check or Certified Check for _____ Dollars (\$ _____) or a Bid Bond in the sum of _____ Dollars (\$ _____), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the bid is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within 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: 7/10/12.
Mike P. Oles
 Authorized Signature
Mike P. Oles
 (Printed or Typed Name)

(Seal if Bidder is a Corporation)

ATTEST: Don W. State
 Secretary

BROWN-MCKEE, INC.
 Company
P.O. Box 3279
 Address
LUBBOCK, LUBBOCK
 City, County
TEXAS, 79452
 State Zip Code
 Telephone: 806 - 745-4511
 Fax: 806 - 748-1681

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 6-19-2012
 Addenda No. 2 Date 6-27-2012
 Addenda No. _____ Date _____
 Addenda No. _____ Date _____

FEDERAL TAX ID or SOCIAL SECURITY No.
75-0906414

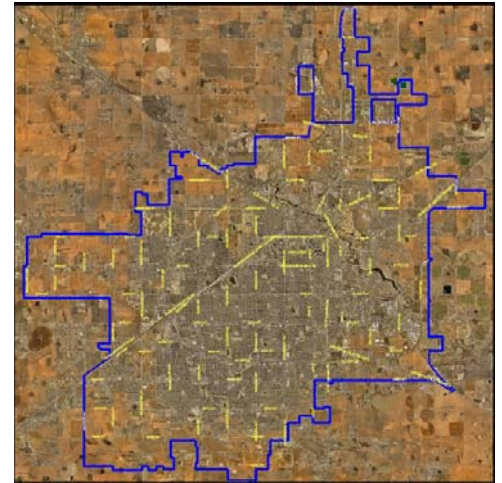
EMAIL: MIKEPOLES@BROWN-MCKEE.COM

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

City of Lubbock, TX
Capital Project
Project Cost Detail
August 9, 2012

Capital Project Number:	92126
Capital Project Name:	Southeast Water Reclamation Plant Improvements

	Budget
Encumbered/Expended	
Construction - Eagle Contractors	\$ 44,812,529
Black and Veach Engineering	3,828,101
City of Lubbock Staff Time	128,976
Bid Cost	240
Texas Commission on Environmental Quality	101,160
Sewer System Improvements	83,972
Black and Veach Contract - Plant O & M Manual	82,500
 Agenda Item August 9, 2012	
Brown McKee Contract	271,000
Encumbered/Expended To Date	49,308,478
 Estimated Costs for Remaining Appropriation	
Construction	585,911
Remaining Appropriation	585,911
 Total Appropriation	\$ 49,894,389

Managing Department **Engineering-water***Project Manager* **Wood Franklin***Project Classification* **Infrastructure Improvements***Project Status* **Approved***Project Scope*

The project includes design and construction for plant improvements to the Southeast Water Reclamation Plant (SEWRP). The improvements are constructed in several phases. The first Phase has been completed and included upgrades to the influent pump station and improvements to the Influent Lift Station. This phase includes the design and construction of improvements associated to upgrade Plant 4 for biological nutrient removal, filtration, and UV disinfection along with additional filtration and UV for Plant 3. The improvements will help to produce stream quality effluent discharged into the North Fork of the Double Mountain Fork of the Brazos River for potential reuse.

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 utilizes the City's effluent as a valuable water resource asset. The project improves the waste water treatment facilities to produce a consistent supply of stream quality discharge into the North Fork of the Double Mountain Fork of the Brazos River.

Project History

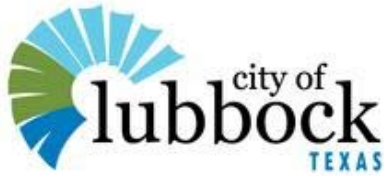
The City Council approved a study for various effluent management opportunities to determine the most efficient and effective use of treated effluent in 2004. The City Council adopted the Strategic Water Supply Plan in 2007, which included the recommendation to upgrade the water reclamation plant in order to produce stream quality effluent for possible reuse.

\$66 million was appropriated in the FY 2007-08 budget, Ord. No. 2007-00091, September 13, 2007.

Reduced funding to \$49,894,389 in FY 2009-10 Budget Amendment No. 14, Ord. No. 2010-000031, May 13, 2010.

<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	49,894,389	0	0	0	0	0	0	49,894,389
Total Project Appropriation	49,894,389	0	0	0	0	0	0	49,894,389

<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	
FY 2007 Wastewater Revenue CO's	939,512	0	0	0	0	0	0	939,512
FY 2008 Wastewater Revenue CO's	48,954,877	0	0	0	0	0	0	48,954,877
Total Funding Sources	49,894,389	0	0	0	0	0	0	49,894,389



Regular City Council Meeting

5. 10.

Meeting Date: 08/09/2012

Information

Agenda Item

Ordinance 1st Reading – Right-of-Way: Consider an ordinance 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.

Item Summary

The ordinance abandons and closes a six foot and a four foot water line easement located east of Avenue C and north of 50th Street. The easements are no longer needed due to new construction on the property.

Public Works Engineering is in agreement with the two water line easement closures.

Fiscal Impact

None.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Ordinance & Map - Two Water Line Easements Closures - Block 6 Suburban Homes

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING TWO WATER LINE EASEMENTS LOCATED IN BLOCK 6, SUBURBAN HOMES ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE: DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council finds that the 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 as follows.

All of the 6 ft and 4 ft water line easements granted to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or easements thereof recorded in Volume 479, Pages 77 and 83 of the Office Records of Real Property of Lubbock County, Texas.

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:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Dave Booher, Right-of-Way Agent

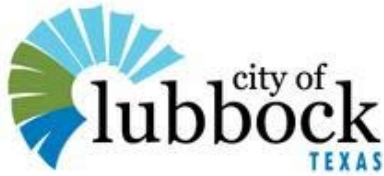
APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

A&C-Easements-Water Line Easements-Blk 6, Suburban Addn.ord
5.29.12





Regular City Council Meeting

5. 11.

Meeting Date: 08/09/2012

Information

Agenda Item

Ordinance 1st Reading – Right-of-Way: Consider an ordinance abandoning and closing a portion of a 20 foot drainage easement located on Lot 9, Northridge Addition, Lubbock, Texas, 3005 Mesa Road.

Item Summary

The ordinance abandons and closes the south 5 feet of a 20 foot drainage easement located in Lot 9, Northridge Addition. The easement closure is due to construction across the south portion of the easement.

Public Works Engineering is in agreement with closing a portion of the easement.

Fiscal Impact

None.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Ordinance & Map - Drainage Easement Closure - Northridge

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A PORTION OF A DRAINAGE EASEMENT, LOCATED IN LOT 9, NORTHRIDGE ADDITION, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

Abandon and close the south five-feet of a twenty-foot (20) drainage easement located along the north 20-feet of Lot 9, Northridge Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat/or dedication deed thereof, recorded in Volume 369, Page 461, Deed Records of Lubbock County, Texas.

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.

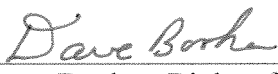
Passed by the City Council on second reading this _____, 2012.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Dave Booher, Right-of-Way Agent

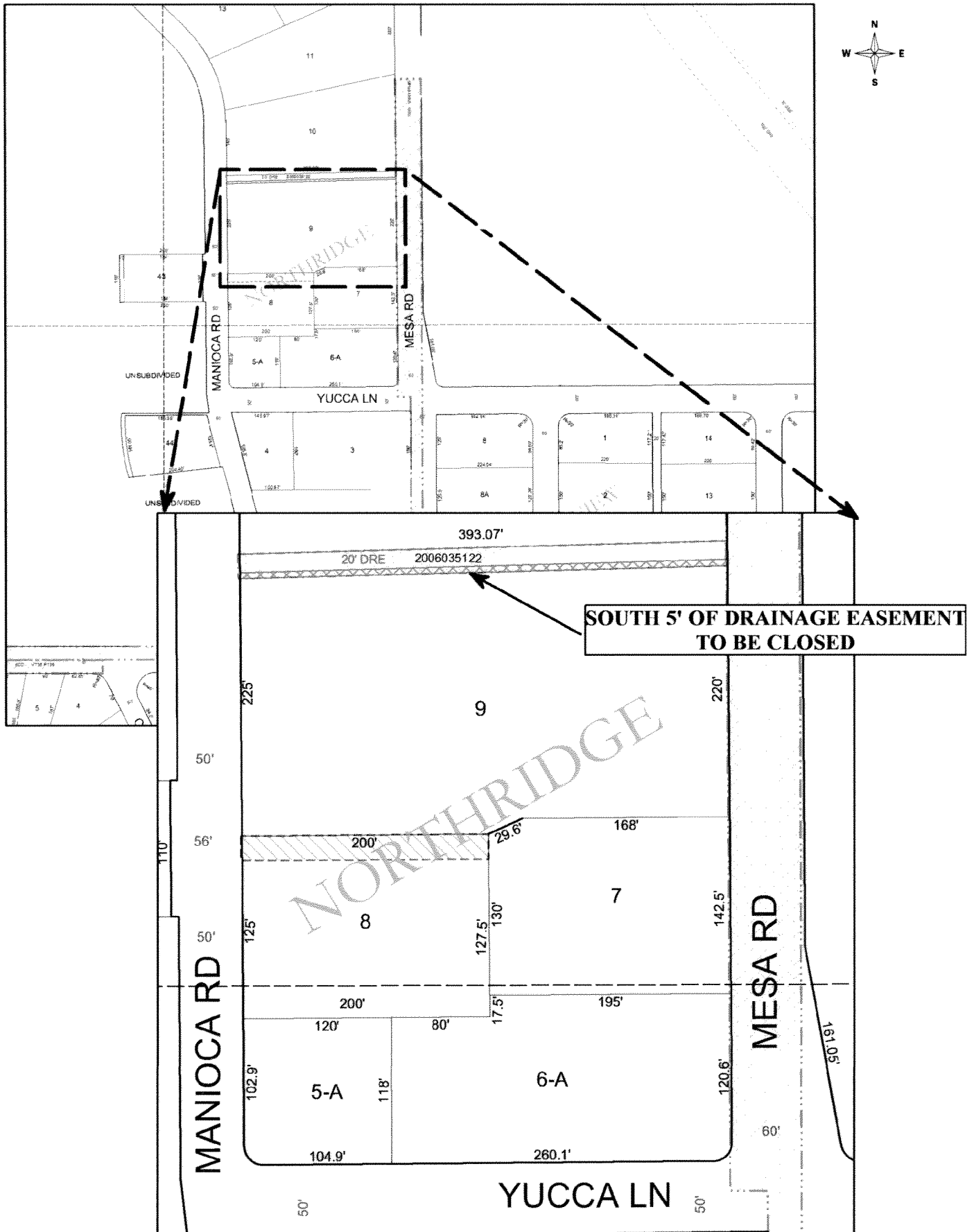
APPROVED AS TO FORM:

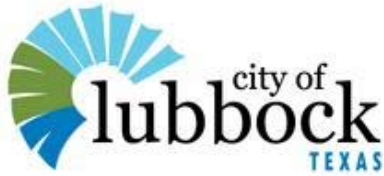


Chad Weaver, Assistant City Attorney

A&C-DEasement, Lot 9, Northridge Addn.ord
7.23.12

Proposed Closing of the South 5' of a 20' Drainage Easement Located on Lot 9 of Northridge Addition





Regular City Council Meeting

5. 12.

Meeting Date: 08/09/2012

Information

Agenda Item

Ordinance 1st Reading – Right-of-Way: Consider an ordinance 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.

Item Summary

This ordinance abandons and closes a 60 foot wide drainage easement located in Tract 32, Overton Park, just south of Mac Davis Lane between Avenue U and Avenue V. The closure is due to new development on the tract.

The Public Works Engineering Departments are in agreement with the easement closure.

Fiscal Impact

None.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Ordinance & Map - Right-of-Way - Overton Park

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A 60-FOOT WIDE DRAINAGE EASEMENT, LOCATED IN TRACT 32, OVERTON PARK, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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.

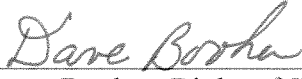
Passed by the City Council on second reading this _____, 2012.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

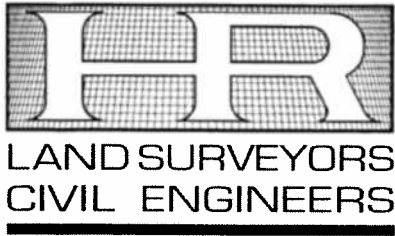
APPROVED AS TO CONTENT:


Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:


Chad Weaver, Assistant City Attorney

A&C-DEasement, Tract 32 Overton Park.ord
7.19.12

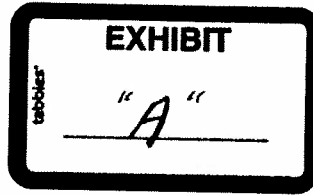


HUGO REED AND ASSOCIATES, INC.

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

TEXAS REGISTERED ENGINEERING FIRM F-760

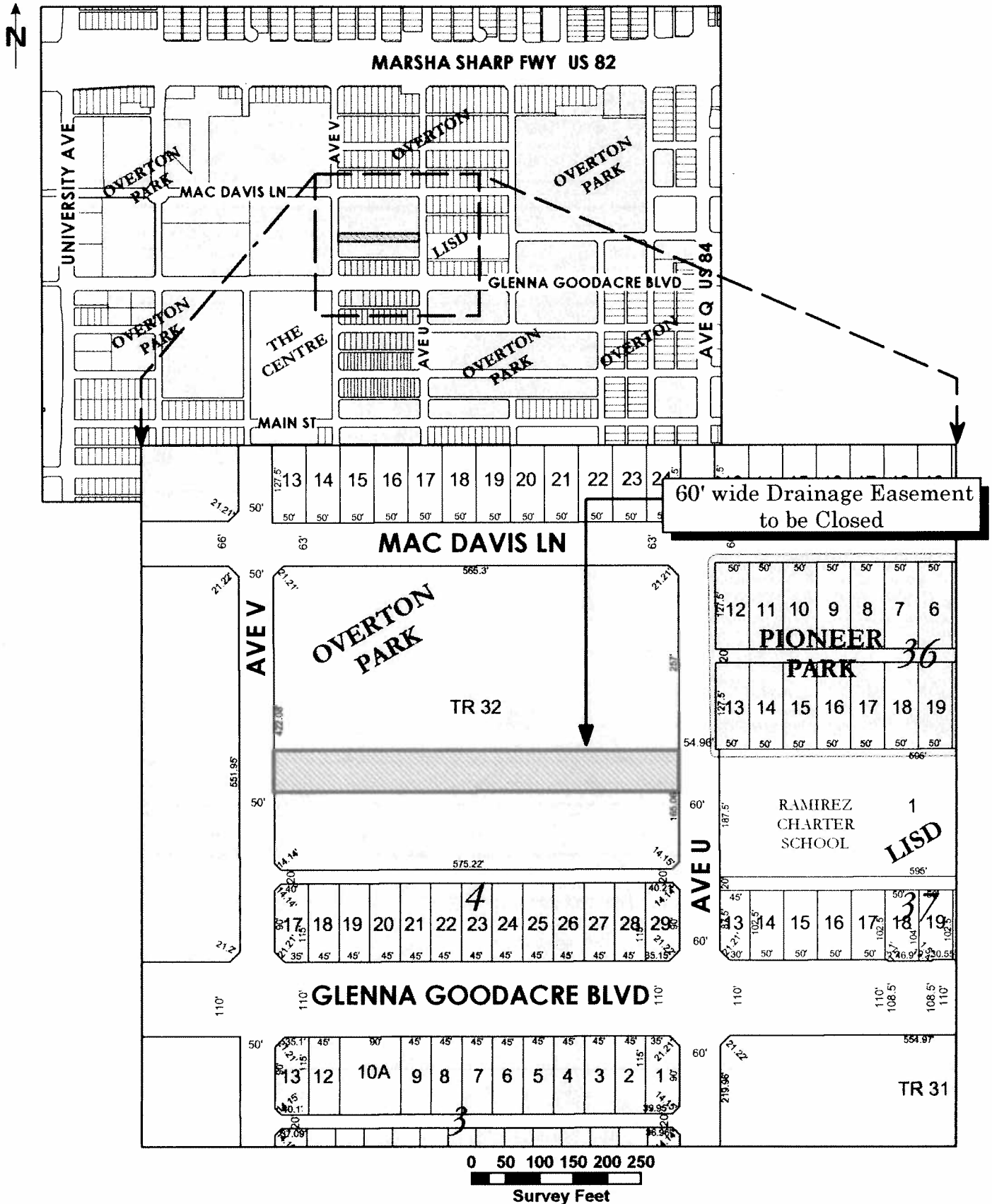
TEXAS LICENSED SURVEYING FIRM 100676-00



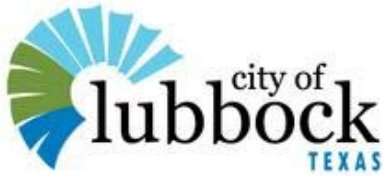
60' Drainage Easement to be Closed

All of that 60 foot drainage easement as granted by the plat of Tract 32, Overton Park, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded under County Clerk File Number 2012021618, Official Public Records of Lubbock County, Texas.

Proposed Closing of 60' wide Drainage Easement Located in Tract 32, Overton Park 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. 13.

Meeting Date: 08/09/2012

Information

Agenda Item

Contract Resolution - Airport: Consider a resolution authorizing the Mayor to award Contract # 10663 to Tony Kay Construction, LLC for annual pricing on Airport Terminal Glass Replacement, ITB # 12-10663-DG.

Item Summary

The contract involves the replacement and removal of deteriorated glass panels at the airport terminal building.

The contract for this project is awarded by the unit price. The total amount of the award is estimated and actual expenditures may be more or less depending on need. The price per unit will not change. The contract is for one year and may be renewed for an additional year upon written agreement from both City and contractor.

Staff recommends contract award to the sole bidder, Tony Kay Construction LLC, of Austin, Texas.

Fiscal Impact

The glass panels will be paid from the Airport's Operating Budget 4615.8221.

Staff/Board Recommending

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

Attachments

Resolution & Contract - Airport Glass Replacement

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. 10663 for airport terminal glass replacement annual pricing, by and between the City of Lubbock and Tony Kay Construction, LLC of Austin, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

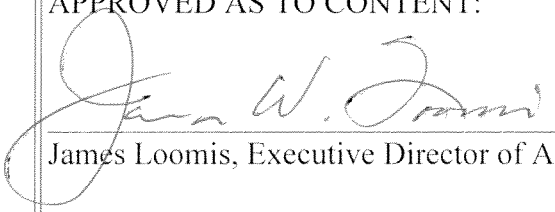
Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

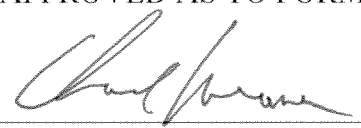
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



James Loomis, Executive Director of Airport

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdops/RES.Contract-Tony Kay Construction, LLC
July 17, 2012

CONTRACT NO. 10663

Contract Services
 Airport Terminal Glass Replacement Annual Pricing
 ITB 12-10663-DG

THIS CONTRACT, made and entered into this 9th day of August, 2012, pursuant to a resolution heretofore adopted by the City of Lubbock, Texas, by and between the City of Lubbock ("City"), and Tony Kay Construction, LLC, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Airport Terminal Glass Replacement Annual Pricing and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by the Contractor, the City of Lubbock authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said, Airport Terminal Glass Replacement 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 specifications and Contractor's bid, copies of which specifications and bid are attached hereto and made part hereof, Contractor will deliver to the City, Airport Terminal Glass Replacement Annual Pricing, specifically referred to as Item(s) No.1-3 on the Bid Form and more particularly described in the bid submitted by the Contractor or in the specifications attached hereto.
- 2 The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein. The Contractor shall perform the work according to the procedure outlined in the specifications and Invitation to Bid attached hereto and incorporated herein.
- 3 The contract shall be for a term of one (1) year, said date of term beginning upon formal approval. The contract may be renewed for an additional one (1) year term under the same terms and conditions upon written agreement from both parties.
- 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 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.
- 7 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.

- 8 This Contract includes incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause Citibus to be in violation of the FTA terms and conditions.
- 9 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:

Worker's Compensation The Contractor shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Contractor shall maintain said coverage throughout the term of the Contract and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Contractor maintains said coverage. Any termination of worker's compensation insurance coverage by contractor or any cancellation or non-renewal of worker's compensation insurance coverage for the Contractor shall be a material breach of this Contract." The contractor may maintain Occupational Medical and Disability Insurance in lieu of Workers' Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the CITY OF LUBBOCK. The Contractor shall also provide to the CITY OF LUBBOCK proof of Employers' Liability in an amount no less than \$500,000.

<u>TYPE</u>	<u>AMOUNT</u>
Commercial General Liability Per Occurrence:	\$1,000,000
General Aggregate	
Products-Comp/Op AGG	
Personal & Adv. Injury	
Contractual Liability	
Automotive Liability Any Auto:	\$1,000,000
Combined Single Limit	
Bodily Injury (Per Person)	
Bodily Injury (Per Accident)	
Property Damage	
Workers Compensation Statutory Amounts:	\$500,000
Employers' Liability	
And/or	
Occupational Medical & Disability	

The City of Lubbock shall be named a additional insured on a primary and non contributory basis, with a waiver of subrogation in favor of the City on all coverage's. All copies of the Certificates of Insurance shall reference the project name or bid number for which the insurance is being supplied.

- 10 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.

11. 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.
12. This Contract consists of the following documents set forth herein; Invitation to Bid # 12-10663-DG, 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.

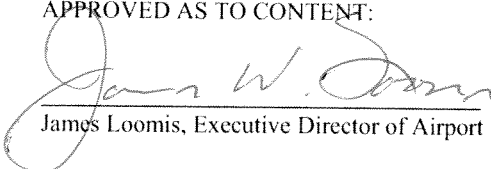
CITY OF LUBBOCK

Glen C. Robertson, Mayor

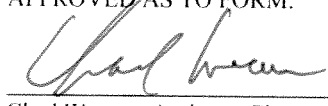
ATTEST:

Rebecca Garza, City Secretary

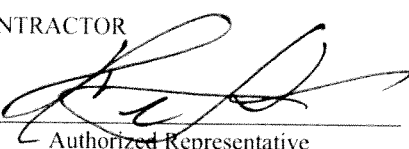
APPROVED AS TO CONTENT:


James Loomis, Executive Director of Airport

APPROVED AS TO FORM:


Chad Weaver, Assistant City Attorney

CONTRACTOR

BY 
Authorized Representative

Print Name

Address

8200 N Mopac #244
Austin, TX 78759-8897

City of Lubbock, Texas

Purchasing and Contract Management ITB 12-10663-DG- Airport Terminal Glass Replacement Annual Pricing

SPECIFICATIONS

I. INTENT

- a) This solicitation is an Invitation for Bid to establish an annual price contract for Airport Terminal Glass Replacement Annual Pricing.
- b) No guarantee of Volume. The City of Lubbock does not guarantee any specific amount of compensation volume, minimum or maximum. Amounts, quantities listed on the bid form are estimates only.

II. SCOPE OF WORK

- c) Remove and dispose of existing glass and install new Viracon- 1" VS4-20 Insulated HS/AN 1/4" Bronze HS, VS-20 #2 1/2" As-Mill Finish 1/4" Clear AN.
- d) These pieces of glass are not all the exact same size; measurements vary slightly for each piece. Contractors are encouraged to attend the on-site pre-bid meeting at which time contractors will be allowed access to secure areas to take measurements. This will be the only opportunity to take measurements before submitting your bid.
- e) The vendor will need to have a minimum of two personnel badged for security at the airport. During installation we require that the contractor have a safety person inside the terminal where the glass is being replaced for controlling the public and keeping a roped safety area. The airport will supply barriers for the contractor to use for the safety zone.

III. TERM

- a) The contract shall be for a term of one (1) year, said date of term beginning upon formal approval. The contract may be renewed for an additional one (1) year term under the same terms and conditions upon written agreement from both parties.

IV. NOTICE TO PROCEED

- a) The successful bidder shall not commence work under this invitation to bid until duly notified by receipt Notice to Proceed signed as executed by the Director of Purchasing & Contract Management.

City of Lubbock
Purchasing and Contract Management
BID FORM

In compliance with the **Invitation to Bid 12-10663-DG**, 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 **12-10663-DG** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black ink or by typewriter.

ITEM	QTY (+/-)	UOM	DESCRIPTION	UNIT PRICE	EXTENDED COST
1	12	EA	48" x 96" - 1" VS4-20 Insulated HS/AN 1/4" Bronze HS, VS-20 #2 1/2" As-Mill Finish 1/4" Clear AN per spec	1,300. ^w	\$ 15,600. ^w
2	83	EA	48" x 50" - 1" VS4-20 Insulated HS/AN 1/4" Bronze HS, VS-20 #2 1/2" As-Mill Finish 1/4" Clear AN per spec	975. ^w	80,925. ^w
3	1	EA	48" x 120" - 1" VS4-20 Insulated HS/AN 1/4" Bronze HS, VS-20 #2 1/2" As-Mill Finish 1/4" Clear AN per spec	1,755. ^w	1,755. ^w
Total					\$ 98,280. ^w

*Prices quoted are F.O.B. Destination, Freight Pre-Paid and Allowed **After Receipt of Order (ARO)

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

The City of Lubbock reserves the right to reject any or all bids, reject any particular item on a bid, and to waive immaterial formalities. The bid may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of Lubbock per Local Government Code 252.043 (B).

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

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

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

Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES ☒ NO ☐

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

THIS BID IS SUBMITTED BY Tony Kay Construction 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: Tony Kay Construction
Address: 8200 N. Mopac #244
City: Austin State: TX Zip: 78759-8897

Bidder acknowledges receipt of the following addenda:

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

M/WBE Firm:

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

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required under the Tex. Occ. Code, Chapter 2301 to be licensed by Motor Vehicle Division of the Texas Department of Transportation. In order for a bid to be in compliance with the Motor Vehicle Commission Code, the bidder must hold and provide all applicable current valid licenses issued by the State of Texas:

1. Name _____ and Manufacture's License No. _____
 2. Name _____ and Converter's License No. _____
 3. Name _____ and Representative's License No. _____
 4. Name _____ and Franchise Dealer's License No. _____
- General Distinguishing No. _____ (Franchised TX dealer)

By _____ Date: _____
Authorized Representative - must sign by hand

Officer Name and Title: _____
Please Print

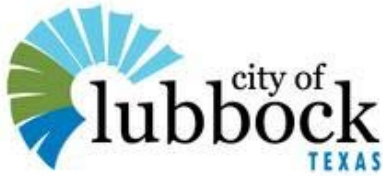
Business Telephone Number _____ FAX: _____

E-mail Address: _____

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: _____



Regular City Council Meeting

5. 14.

Meeting Date: 08/09/2012

Information

Agenda Item

Contract Resolution - Airport: Consider a resolution 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.

Item Summary

Lubbock Preston Smith International Airport airfield has excessive build-up of old paint on the taxiway surfaces creating a problem with chipping and flaking paint. The build-up exceeds in-house capabilities to correct to the Federal Aviation Administration standards for pavement markings. The contractor will remove, by obliteration, deteriorated taxiway paint markings and re-paint the markings. The project will require both day and night work.

The sole bid was received from Hi-Lite Markings, Inc. of Adams Center, New York for \$360,928.

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

Staff recommends contract award to the sole bidder, Hi-Lite Markings, Inc. of Adams Center, New York, for \$360,928. The time to substantially complete the base bid items is within forty-five (45) consecutive calendar days with liquidated damages of \$1,450 per calendar day.

Fiscal Impact

The base bid of \$360,928 will be paid from the Airport's Operating Budget.

Staff/Board Recommending

James W. Loomis, Executive Director of Aviation

Airport Advisory Board

Attachments

Resolution & Contract - Airfield Pavement Markings

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. 10666 for pavement markings at the Lubbock Preston Smith International Airport airfield, by and between the City of Lubbock and Hi-Lite Markings, Inc. of Adams Center, New York, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

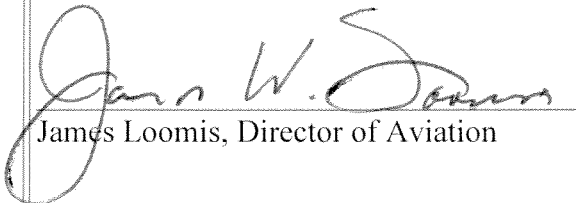
Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:


James Loomis, Director of Aviation

APPROVED AS TO FORM:


Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Contract-Hi-Lite Markings, Inc.
July 20, 2012

REVISED BID FORM

ITB 12-10666-DT

BID SUBMITTAL UNIT PRICE BID CONTRACT

DATE: 7/17/12

PROJECT NUMBER: **12-10666-DT - LUBBOCK PRESTON SMITH INTERNATIONAL AIRPORT
AIRFIELD PAVEMENT MARKING (TAXIWAYS)**

Bid of Hi-Life Markings, 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 a **LUBBOCK PRESTON SMITH INTERNATIONAL AIRPORT AIRFIELD PAVEMENT MARKING (TAXIWAYS)**, having carefully examined the plans, specifications, instructions to bidders, notice to bidders and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below.

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

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE \$	EXTENDED AMOUNT \$
BASE BID					
1.	Item P-140, Contractor Mobilization	LS	1	\$ 24,497. ⁰⁰	\$ 24,497. ⁰⁰
2.	Item P-620, Obliteration	SF	166,130	\$ 0.89	\$ 147,855. ⁷⁰
3.	Item P-620, Taxiway Painting, Yellow paint with Type III beads (new)	SF	103,170	\$ 0.75	\$ 77,377. ⁵⁰
4.	Item P-620, Taxiway Painting, Black paint (new)	SF	156,300	\$ 0.40	\$ 62,520. ⁰⁰
5.	Item P-620, Taxiway Painting, Hold Signs (new)	SF	12,960	\$ 3. ⁰⁰	\$ 38,880. ⁰⁰
6.	Item MC, All items associated with Project Phasing	LS	1	\$ 9,798. ⁰⁰	\$ 9,798. ⁰⁰
BASE BID TOTAL					\$ 360,928. ²⁰

TOTAL BASE BID, ITEMS #1 - #6:

MATERIALS: Zero dollars (\$ 0)

SERVICES: Three hundred sixty thousand, nine hundred twenty eight dollars and twenty cents (\$ 360,928.²⁰)

BASE BID ITEMS #1 - #6

TOTAL: Three hundred sixty thousand, Nine hundred twenty eight dollars and twenty cents (\$ 360,928.²⁰)

07/12

ADDENDUM NO. 1

REVISED BID FORM

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 Base Bid Items within forty-five (45) consecutive calendar days; and to substantially complete the Alternate 1 Items within an additional twenty-one (21) calendar days, if Alternate 1 is awarded; thereafter as stipulated in the specifications and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages for each calendar day in excess of the time set forth in the general conditions of the contract documents, the following sum of allowed construction time with liquidated damages: **\$1,450.00** 45 calendar days for substantial completion of Base Bid Items, **\$1,450.00** 21 calendar days for substantial completion of Alternate 1 Items.

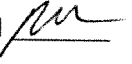
Bidder understands and agrees that this bid submittal shall be completed and submitted in accordance with instruction number 28 of the General Instructions to Bidders.

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

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) 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.

Bidders Initial 

REVISED BID FORM

Enclosed with this bid is a Cashier's Check or Certified Check for Dollars (\$) or a Bid Bond in the sum of Thirty three thousand eight hundred thirty nine dollars and 70/100 Dollars (\$33,839.70), 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.

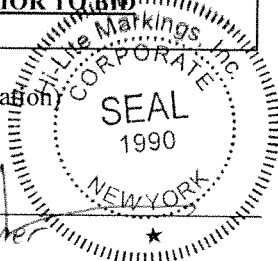
Bidder understands and agrees that the contract to be executed by Bidder shall be bound and include all contract documents made available to him for his inspection in accordance with the Notice to Bidders.

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.

(Seal if Bidder is a Corporation)

ATTEST:

Secretary Kelly J. Spahr



Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 7/13/12
 Addenda No. _____ Date _____
 Addenda No. _____ Date _____
 Addenda No. _____ Date _____

Date: 7/17/12

Authorized Signature

Rhonda M. McNeely
 (Printed or Typed Name) Vice President/Sales

Hi-Lite Markings Inc.
 Company
18249 Hi-Lite Drive P.O. Box 460
 Address
Adams Center Jefferson
 City, County
NV 13606
 State Zip Code
 Telephone: 315 - 583-6111
 Fax: 315 - 583-5807

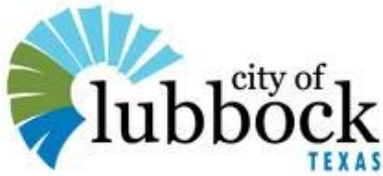
FEDERAL TAX ID or SOCIAL SECURITY No.

16-1381276

M/WBE Firm:

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

12-10666-DT - Airfield Pavement Marking (Taxiways)



Regular City Council Meeting

5. 15.

Meeting Date: 08/09/2012

Information

Agenda Item

Contract Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute Contract #10667 with Ground Effects for mowing services for Group 7 Class D Parks Properties, BID 12-10667-CI.

Item Summary

This contract is for turf maintenance of undeveloped non-irrigated parkland properties including the Jim Bertram Canyon Lake area, referred to as Group 7 (1,124.49 acres). This is Class D mowing with cycles of mowing every 21 days. The former contractor defaulted on Group 7; therefore, the Group 7 Class D properties were re-bid to finish the mowing cycles for the remainder of the year.

The contract is awarded by unit price for each item. 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.

This contract will be effective through December 31, 2012.

Staff recommends contract award to the sole bidder, Ground Effects of Lubbock, Texas, for \$56,086.

Fiscal Impact

\$1,328,605 is appropriated for this purpose in the Parks and Recreation Operating Budget with \$827,496 available.

Staff/Board Recommending

Scott Snider, Community Services, Assistant City Manager

Attachments

Resolution & Bid Form - Ground Effects

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. 10667 for mowing services for Group 7 Class D Parks Properties, by and between the City of Lubbock and Ground Effects, 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.

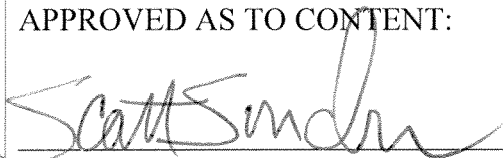
Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

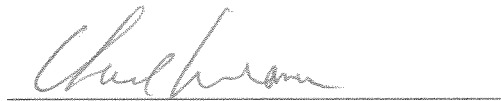
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Contract-Ground Effects
July 18, 2012

INDEX 4
BID SUBMITTAL – BID FOR UNIT PRICE CONTRACTS

DATE: July 18, 2012

ITB 12-10667-CI, Mowing Services for Group 7 Class D Parks Properties

Bid of Ground Effects (hereinafter called Bidder)

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

Gentlemen:

The Bidder, in compliance with your Invitation to Bid for the **Mowing Services for Group 7 Class D Parks Properties** 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 turf maintenance mowing Specifications including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies in accordance with the plans, Specifications and contract documents, within the time set forth therein and at the price stated below. The price to cover all expenses incurred in performing the Work required under the contract documents.

ITEM	QTY (+/-)	U/M	DESCRIPTION	ANNUAL MAINTENANCE CYCLES (APPROXIMATE)	MAINTENANCE CYCLE COST*	EXTENDED COST
1.	134.28	Acres	Canyon Lakes 1 & 2 Except Buddy Holly Rec. Area	2	2,725.00	\$ 5,450.00
2.	50.25	Acres	Canyon Lake 3	2	2,000.00	4,000.00
3.	44.27	Acres	Canyon Lake Undeveloped	2	1,600.00	3,200.00
4.	18.73	Acres	Canyon Lake Undeveloped West of Windmill Center	2	8,025.00	16,050.00
5.	32.36	Acres	Canyon Lake Undeveloped	2	1,275.00	2,550.00
6.	127.13	Acres	Canyon Lake 6	2	2,500.00	5,000.00
7.	8.9	Acres	Canyon Lake Undeveloped (Andrews Building)	2	600.00	1,200.00
8.	8.3	Acres	Canyon Lake Undeveloped (Farm Pac)	2	600.00	1,200.00
9.	10.59	Acres	South Mackenzie (Sludge Pit)	2	250.00	500.00
10.	1.64	Acres	Ash Avenue Strip	2	200.00	400.00
11.	6.99	Acres	Radio Control Airport (Undeveloped Area)	2	200.00	400.00
12.	1.5	Acres	Avenue L Median	2	150.00	300.00
13.	0.15	Acres	Clovis Triangle	2	75.00	150.00
14.	3.4	Acres	Butler Annex	2	200.00	400.00
15.	0.2	Acres	Vardo & Cypress	2	80.00	160.00
16.	7.8	Acres	78 th and Ash	2	200.00	400.00
17.	3.6	Acres	Southeast Drive	2	280.00	560.00

INDEX 4
BID SUBMITTAL – BID FOR UNIT PRICE CONTRACTS

ITEM	QTY (+/-)	U/M	DESCRIPTION	ANNUAL MAINTENANCE CYCLES (APPROXIMATE)	MAINTENANCE UNIT CYCLE COST*	EXTENDED COST
18.	9.74	Acres	Prairie Dog Town	2	225.00	\$ 450.00
19.	3.2	Acres	Ribble Annex	2	200.00	400.00
20.	1.2	Acres	Hood Annex	2	100.00	200.00
21.	14.24	Acres	Tree Nursery	2	450.00	900.00
22.	5.94	Acres	West Wind	2	225.00	450.00
23.	5.23	Acres	Horizon West	2	170.00	340.00
24.	3.0	Acres	Undeveloped Land	2	225.00	450.00
25.	261.41	Acres	McAllister Park, Excluding Baseball Fields	2	3,200.00	6,400.00
26.	5.25	Acres	Hinojosa Undeveloped Area	2	198.00	396.00
27.	3.0	Acres	Municipal Drive & Ash Corner	2	130.00	260.00
28.	0.14	Acres	Clovis Road Triangles	2	80.00	160.00
29.	0.8	Acres	LP&L Parking Lot	2	120.00	240.00
30.	6.1	Acres	Reagan Annex	2	180.00	360.00
31.	5.56	Acres	Tennis Center Annex	2	180.00	360.00
32.	97.12	Acres	Youth Sports Complex (Undeveloped)	2	1,000.00	2,000.00
33.	9.8	Acres	New Animal Shelter (Undeveloped)	2	200.00	400.00
34.	5.39	Acres	Suncrest	2	100.00	200.00
35.	1.0	Acres	East 19 th Street Medians	2	100.00	200.00
TOTAL BASE BID (ITEMS 1 – 35)					\$ 56,086.00	

Bidder hereby agrees to commence the Work on the above project on or before a date to be specified in a written "Notice to Proceed" of the Owner and to complete the mowing Cycles as per the turf maintenance Specifications and other contract documents.

Bidder understands and agrees that this bid submittal shall be completed and submitted in accordance with instruction number 27 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 thirty (30) calendar days after the scheduled closing time for receiving bids.

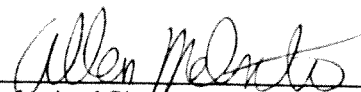
INDEX 4
BID SUBMITTAL – BID FOR UNIT PRICE CONTRACTS

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.

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: July 18, 2012


 Authorized Signature

Allen McIntire

(Printed or Typed Name)

Ground Effects

Company
PO Box 64771

Address
Lubbock, Lubbock

City, Texas, County 79464

State Zip Code

Telephone: 806 - 470-0057

Fax: 806 - 445-0933

(Seal if Bidder is a Corporation)

ATTEST:

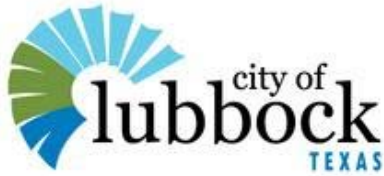
 Secretary

Bidder acknowledges receipt of the following addenda:

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

M/WBE Firm:

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



Regular City Council Meeting

5. 16.

Meeting Date: 08/09/2012

Information

Agenda Item

Resolution - Parks & Recreation: Consider a resolution 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.

Item Summary

Fiscal Impact

\$53,652 paid to Lubbock I.S.D.

Staff/Board Recommending

Lee Ann Dumbauld, City Manager

Attachments

Resolution - LISD

RESOLUTION

BE IT RESOLVED by the City Council of the City of Lubbock, Texas:

THAT the Mayor and City Manager of the City of Lubbock are hereby authorized and directed to execute any and all documents in connection with the acceptance by deed transfer of certain real property as described in Exhibit "A" attached hereto from the Lubbock Independent School District, and authorizing payment in an amount equal to FIFTY-THREE THOUSAND SIX HUNDRED FIFTY-TWO AND 56/100 DOLLARS (\$53,652.56) by the City of Lubbock for the purchase thereof.

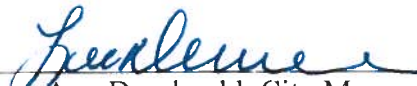
Passed by the City Council this _____ day of _____, 2012.

GLEN C. ROBERTSON, MAYOR

ATTEST:

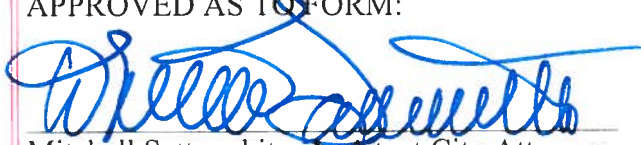
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Lee Ann Dumbauld, City Manager

APPROVED AS TO FORM:



Mitchell Satterwhite, Assistant City Attorney

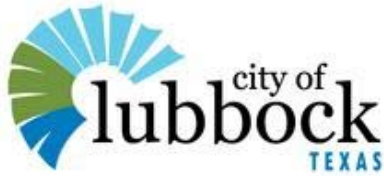
Reso.deed transfer of property-LISD
7.27.12

EXHIBIT "A"

Lot One (1), Tubbs School Addition to the City of Lubbock, Lubbock County, Texas.

Reso.deed transfer-LISD
7.27.12

Page 2



Regular City Council Meeting

5. 17.

Meeting Date: 08/09/2012

Information

Agenda Item

Contract Resolution - Solid Waste: Consider a resolution 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.

Item Summary

The contract is to establish vegetation on slopes, berms, and stockpiles for erosion control as required by the Texas Commission on Environmental Quality (TCEQ).

In June 2009, the first phase of vegetative cover was installed as part of the final closure for Cell IV at the Caliche Canyon Landfill. The first phase of vegetative cover required two winter cycles for germination. The second phase of vegetative cover was scheduled to be installed in 2011. The second phase of vegetative cover must be established at a 70% coverage rate, with a 30-inch root depth, for TCEQ to accept the final closure of the cell. This project covers approximately 40.5 acres.

In August 2011, the development of Cell 4 at the West Texas Region Disposal Facility was substantially complete. Part of the scope of this project and an additive alternative project, was to install vegetative cover on the northern soil stockpile and on the berms surrounding the leachate evaporation pond. Both of these seeding projects are required by the TCEQ storm water permit as erosion and sedimentation control and slope stabilization. The northern stockpile project covers approximately 34.2 acres, and the leachate evaporation pond berms project covers approximately 0.3 acres.

In November 2011, the development of the third phase of Cell VI at the Caliche Canyon Landfill and the leachate evaporation pond were substantially complete. Part of the scope of these projects was to install vegetative cover on the berms surrounding the cell and on the berms surrounding the leachate evaporation pond. Both of these seeding projects are required by the TCEQ storm water permit as erosion and sedimentation control and slope stabilization. The Cell VI berms project covers 1.4 acres and the leachate evaporation pond berms project covers approximately 0.4 acres.

Due to the drought conditions in 2011, the project was moved to the late summer of 2012. Conditions are now more favorable for rainfall which will increase the germination rate.

Bids were received by the following companies:

Lanco Turf and Seeding, Inc., of Wichita Falls, Texas	\$168,968
C. Green Scaping, LP., of Fort Worth, Texas	176,932

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 needs. The price per unit will not change.

Staff recommends contract award to the lowest bidder, Lanco Turf and Seeding, Inc., of Wichita Falls, Texas for \$168,968. Time for completion is 45 consecutive calendar days, with liquidated damages of \$722 per consecutive calendar day.

Fiscal Impact

Funding for this contract is as follows:

Cell IV Final Cover at Caliche Canyon Landfill - \$114,000 is available in the operating budget account 5515.8801.
Cell 4 Stockpile at West Texas Region Disposal Facility - \$1,196,278 remaining in CIP project.
Leachate Evaporation Pond Berms at West Texas Region Disposal Facility - \$1,196,278 remaining in CIP project.
Cell VI Berms at Caliche Canyon Landfill - \$282,191 remaining in CIP project.
Leachate Evaporation Pond Berms at Caliche Canyon Landfill - \$82,024 remaining in the operating budget account 5515.8302.

Staff/Board Recommending

Scott Snider, Community Services, Assistant City Manager

Attachments

Resolution & Contract - Lanco Turf

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. 10664 for Caliche Canyon Landfill and West Texas Region Disposal Facility vegetative seeding services, by and between the City of Lubbock and Lanco Turf and Seeding, Inc. of Wichita Falls, 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.

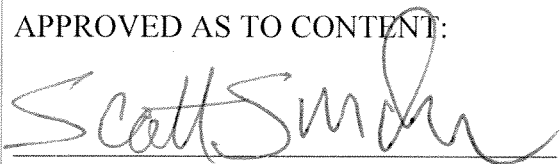
Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

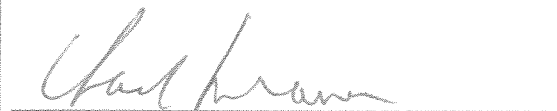
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdoks/RES.Contract-Lanco Turf & Seeding, Inc.
July 19, 2012

BID SUBMITTAL
UNIT PRICE BID CONTRACT

DATE: July 17, 2012

**ITB 12-10664-CI, CALICHE CANYON LANDFILL AND WEST TEXAS REGION DISPOSAL FACILITY
VEGETATIVE SEEDING**

Bid of LANCO Turf & Seeding Inc. (Federal ID# 752319363) (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 **CALICHE CANYON LANDFILL AND WEST TEXAS REGION DISPOSAL FACILITY VEGETATIVE SEEDING**, 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 – VEGETATIVE SEEDING

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/Demobilization	LS	1		\$ 5,000.00
2	Cell IV Final Cover at Caliche Canyon Landfill	AC	40.5	\$ 2,135.00	\$ 86,467.50
3	Cell VI Berms at Caliche Canyon Landfill	AC	1.4	\$ 2,135.00	\$ 2,989.00
4	Leachate Evaporation Pond at Caliche Canyon Landfill	AC	0.4	\$ 2,135.00	\$ 854.00
5	Cell 4 Stockpile at West Texas Region Disposal Facility	AC	34.2	\$ 2,135.00	\$ 73,017.00
6	Leachate Evaporation Pond at West Texas Region Disposal Facility	AC	0.3	\$ 2,135.00	\$ 640.50
TOTAL BASE BID ITEMS (1 - 6)					\$ 168,968.00

\$168,968.00

L.S. 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 **(30) THIRTY CONSECUTIVE CALENDAR DAYS** and a total of **(45) FORTY-FIVE CONSECUTIVE CALENDAR DAYS** for **final completion** thereafter as stipulated in the specifications and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages the sum of **\$722.00 (SEVEN-HUNDRED TWENTY-TWO DOLLARS)** for each calendar day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.

Bidder understands and agrees that this bid submittal shall be completed and submitted in accordance with instruction number 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.

L.S. Bidder's Initials

Enclosed with this bid is a Cashier's Check or Certified Check for _____ Dollars (\$ _____) or a Bid Bond in the sum of Eighty-four hundred Forty-eight Dollars (\$ 8448.00), 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: July 17 2012

Lance Spragins
Authorized Signature
Lance Spragins
(Printed or Typed Name)

LANCO Turf & Seeding Inc.

Company
P.O. Box 641

Address
Wichita Falls, Wichita
City, County
Texas, 76307
State Zip Code

Telephone: 940 - 691-4400
Fax: 940 - 691-3999

FEDERAL TAX ID or SOCIAL SECURITY No.
75 2319 363

EMAIL: lancoturf@aol.com

(Seal if Bidder is a Corporation)

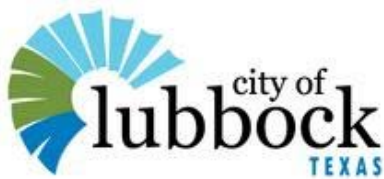
ATTEST:

Lance Spragins
Secretary

Bidder acknowledges receipt of the following addenda:

✓ Addenda No. 1 Date July 16 ^{Received} June 27 ^{Dated}
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

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



Regular City Council Meeting

5. 18.

Meeting Date: 08/09/2012

Information

Agenda Item

Contract Resolution - Transit: Consider a resolution authorizing the Mayor to execute a contract between the City of Lubbock and Texas Tech University (TTU) for campus bus service.

Item Summary

The contract with TTU for transit services is for a one-year period beginning September 1, 2012, and ending on August 31, 2013. The contract price will be \$50 per hour, which includes a fuel cost adjustment above or below \$3.10 per gallon. The current contract amount is \$47.40 per contract hour, with a fuel cost adjustment of \$2.4278 per gallon. The estimated number of service hours for the 2012-2013 contract is 69,197. This is an increase of 6,335 hours from the 2011-2012 contract. The price per hour includes full cost recovery for the City of Lubbock.

The City of Lubbock/Citibus has had a contract with TTU since 1968, with the fuel cost adjustment being added to the contract in 1981. In accordance with the TTU contract, Citibus does not collect fares from its TTU passengers.

The TTU Board of Regents will consider approval of the contract at their August meeting. The TTU Board of Regents requests that the City Council execute the contract first.

The contract will be provided by memo distribution after the printing of this agenda.

Fiscal Impact

Citibus anticipates receiving \$3,459,857, plus or minus any fuel cost adjustment, from TTU in FY 2012-13. The approval of this contract will result in no additional cost to the City of Lubbock.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution - CitiBus

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Contract for campus bus service, by and between the City of Lubbock and Texas Tech University, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

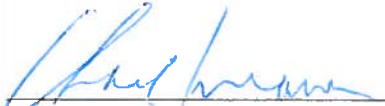
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



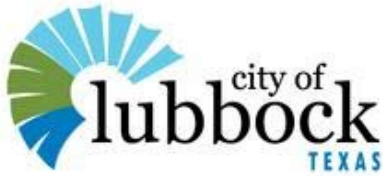
Bill Howerton, Citibus Liaison

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Contract-TTU
July 11, 2012



Regular City Council Meeting

6. 1.

Meeting Date: 08/09/2012

Information

Agenda Item

Resolution - Finance: Discussion concerning property tax rates and any impact it may have on City Operations, the Fiscal Year 2012-13 Operating Budget and Capital Program and consideration of a resolution 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.

Item Summary

When a proposed tax rate exceeds the rollback rate or the effective rate, whichever is lower, State law requires that the City Council must vote to place a proposal to adopt the rate on the agenda of a future meeting as an action item. The rate proposed in the FY 2012-13 Operating Budget is \$0.49211 per \$100 valuation, which is higher than the 2012 effective rate of \$0.47341 and lower than the 2012 rollback rate of \$0.51628. The approval of this resolution is not the adoption of the tax rate, but is required for the publication of a proposed tax rate and the scheduling of public hearings to discuss the proposed tax rate. The rate that is finally adopted by the City Council in September 2012 will follow two public hearings, two readings of the tax ordinance, and public discussion.

The Texas Constitution and Property Tax Code embody the concept of truth-in-taxation to require taxing units to comply with certain steps in adopting their tax rates. The truth-in-taxation laws have two purposes:

1. To make taxpayers aware of tax rate proposals; and
2. To allow taxpayers, in certain cases, to roll back or limit a tax increase.

The truth-in-taxation requirements are contained in the Texas Constitution, Chapter 26, Property Tax Code, Article VIII, Section 21 and in S.B. 18 of the 79th Texas Legislature and S.B. 567 of the 80th Texas Legislature. On August 7, 2012, the City took the first step toward adopting a tax rate by publishing the effective and rollback tax rates in coordination with the Lubbock Central Appraisal District.

Effective Tax Rate:

The 2012 effective rate is \$0.47341. The effective tax rate is a calculated rate that will provide the City with about the same amount of revenue it received during the prior year on properties taxed in both years.

Rollback Tax Rate:

The 2012 rollback rate is \$0.51628. The rollback rate is a calculated maximum rate allowed by law without voter approval. The rollback rate provides the City with approximately the same amount of tax revenue it spent the previous year for day-to-day operations, plus an extra 8% allowance for those operations plus sufficient funds to pay debts in the coming year. If the City adopts a tax rate that is higher than the rollback rate, 7% of the registered voters in the City can circulate a petition calling for an election to limit the size of the tax increase.

If the tax rate proposed by the City Council exceeds the effective tax rate or rollback rate, whichever is lower, the City must follow legislative guidelines for proposing and adopting a tax rate. These guidelines include:

1. The City Council must vote to place a proposal to adopt the rate on the agenda of a future City Council

meeting as an action item. The vote must be recorded. This guideline will be fulfilled with the passage of this agenda item.

2. The proposal must specify the desired rate. The City Council cannot vote to adopt a proposal to increase taxes by an unspecified amount.
3. If the motion passes, the City Council must schedule two public hearings on the proposal to increase taxes.
4. The City Council must notify the public of the dates, times and place or places for the public hearings, and provide information about the proposed tax rate at least seven days before the public hearings.
5. After publishing the first required notice, the City must hold two public hearings. Taxpayers must have the opportunity to express their views on the increase at each public hearing. The City Council may not adopt the tax rate at either of the public hearings. At each public hearing, the governing body must announce the date, time, and place of the meeting at which the governing body will vote on the tax rate.
6. After the public hearings, and before the meeting scheduled for the vote, the City Council must publish a second quarter-page notice titled "Notice of Tax Revenue Increase."
7. The Tax Code requires that City Council adopt the tax rate no less than three days, but no more than 14 days, after the second public hearing. If the City does not adopt during this time period, then it must republish the second notice of the meeting to adopt the tax rate, with the new date, time, and location to adopt the rate.

The public hearings to discuss the proposed tax rate are scheduled for 6:30 p.m. on August 23, 2012, and for 6:30 p.m. on August 30, 2012, in the City Council Chambers at City Hall.

Fiscal Impact

The cost of the publication of the notices is budgeted in the Adopted FY 2012-13 Operating Budget.

Staff/Board Recommending

Cheryl Brock, Budget Director

Attachments

Resolution - Property Tax Rate

RESOLUTION

WHEREAS, the City Council of the City of Lubbock desires to place a proposal to adopt a property tax rate that will result in additional revenue as outlined in Section 26.05(d) of the Tax Code of the State of Texas on the agenda of a future meeting as an action item and schedule public hearings; NOW THEREFORE:

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

THAT the City Council of the City of Lubbock hereby adopts a proposed property tax rate of \$0.49211 per \$100 valuation that will result in additional revenue, and sets the dates for public hearings on August 23, 2012 at 6:30 p.m. and on August 30, 2012 at 6:30 p.m. in the City Council Chambers located at 1625 13th Street, Lubbock, Texas. A vote on the tax rate shall be placed upon a future City Council agenda.

Passed by the City Council this _____ day of _____, 2012.

GLEN C. ROBERTSON, MAYOR

ATTEST:

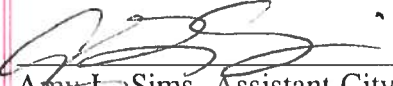
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



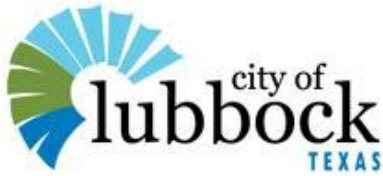
Cheryl Brock, Budget Director

APPROVED AS TO FORM:



Amy L. Sims, Assistant City Attorney

Res. Proposed Property Tax Rate 8.9.12
7.30.12



Regular City Council Meeting

6. 2.

Meeting Date: 08/09/2012

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider 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).

Item Summary

Accept and appropriate \$27,594 from the TDHCA for CSBG to provide assistance to reduce poverty, revitalize low-income communities, and empower low-income families and individuals to become self-sufficient. The funding source for this new contract is additional, unexpended funds from the TDHCA, that is in addition to funds received as part of the FY 2012 CSBG contract.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Budget Director

Attachments

Ordinance - Budget Amendment 20

Budget Amendment 20 Detail

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 HOUSING AND COMMUNITY AFFAIRS (TDHCA) FOR THE COMMUNITY SERVICES BLOCK GRANT (CSBG).

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 #20) for municipal purposes, as follows:

- I. Accept and appropriate \$27,594 from the TDHCA for the CSBG to provide assistance to reduce poverty, revitalize low-income communities, and empower low-income families and individuals to become self-sufficient.

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.Amend20.ord
7.18.12

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
August 9, 2012

Administrative Information:

Grant Number:	
Grant Name:	Community Services Block Grant
Grant Effective Date:	5/1/2012-07/31/2012
Grant Provider/Agency:	Texas Department of Housing and Community Affairs

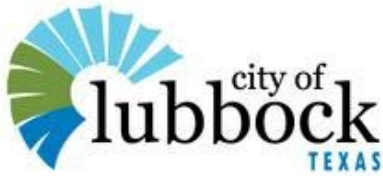
Personnel Information:

No. of full-time positions funded w/grant	2
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Title of Position	Annual Salary	Annual Benefits	Grant	Other Grant	General Fund
Account Analyst	60,902	26,668	3,950	83,620	-
CD Contract Coordinator	57,251	25,760	3,644	79,367	-
	\$ 118,153	52,428	7,594	162,987	-

Budget Information:

Grant Appropriation Detail	Cost
Salaries	\$ 5,394
Benefits	2,200
Contractual	
Catholic Family Services - SSP	20,000
Total Appropriation	\$ 27,594



Regular City Council Meeting

6. 2. 1.

Meeting Date: 08/09/2012

Information

Agenda Item

Contract Resolution - Community Development: Consider a resolution 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.

Item Summary

This resolution is for a grant that provides assistance to local communities to reduce poverty, revitalize low-income communities, and empower low-income families and individuals to become self-sufficient.

The source for this contract is a pass-through grant from TDHCA. The amount allocated to the City of Lubbock for this TDHCA contract for FY 2012 is \$27,594. Funds are from previously unspent TDHCA administrative funds. The City will make available the full amount to its subrecipients.

The contract is an electronic signature contract. The period for performance of this contract is May 1, 2012, through July 31, 2012.

Fiscal Impact

The maximum amount to be allocated from the CSBG for this program is \$27,594.

Staff/Board Recommending

Quincy White, Assistant City Manager
Staff recommends approval

Attachments

Resolution & Contract - 2012 TDHCA CSBG

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 Contract, by and between the City of Lubbock and Texas Department of Housing and Community Affairs, from the Community Services Block Grant #61000001426 to provide assistance to reduce poverty, and all related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

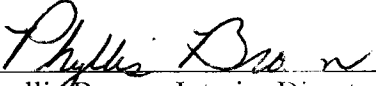
Passed by the City Council this _____, 2012

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Phyllis Brown, Interim Director Community Development

APPROVED AS TO FORM:



Amy Sims, Assistant City Attorney

gs/Res.CDBG-TexDept of Housing&Community Affairs.12
7.17.12

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 61000001426 FOR THE
FY 2000 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
CFDA#93.569

SECTION 1. PARTIES TO THE CONTRACT

This CSBG Contract No. **61000001426** (herein the "Contract") is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas, (herein the "Department") and **City of Lubbock** a political subdivision of the State of Texas (herein the "Subrecipient") hereinafter (the "Parties").

SECTION 2. CONTRACT PERIOD

This Contract shall commence on **May 01, 2012**, and, unless earlier terminated, shall end on **July 31, 2012** (herein the "Contract Period").

SECTION 3. SUBRECIPIENT PERFORMANCE

Pursuant to Chapter 106 of the Community Services Block Grant Act (42 U.S.C. §9901 et seq.) (herein the "CSBG Act"), as amended by the "Community Services Block Grant Amendments of 1994" (P.L. 103-252) and the Coats Human Services Reauthorization Act of 1998 (P.L. 105-285); Chapter 2306 of the Texas Government Code (herein the "State Act"); the implementing State regulations under Title 10, Part 1, Chapter 5, Subchapters A (except those sections in Subchapter A that relate to the suspension, reduction, withholding or termination of funding) and B of the Texas Administrative Code, as amended or supplemented from time to time (herein the "CSBG State Rules"); and the Department's guidance related to CSBG; Subrecipient shall operate on an equitable basis throughout Subrecipient's service area and shall utilize funds for the reduction, the revitalization of communities, and the empowerment of low-income families and individuals to become fully self-sufficient. Subrecipient shall provide services and activities of the type specified in 42 U.S.C. §§ 9901, 9907 excluding (c), and 9908. Subrecipient agrees to perform all activities in accordance with the Certifications attached hereto as Exhibit A; all such Exhibits incorporated herein for all relevant purposes; the assurances, certifications, and all other statements made by Subrecipient in its application for funding under this Contract; and with all other terms, provisions, and requirements herein set forth. Subrecipient's service area consists of the following counties:

LUBBOCK

SECTION 4. DEPARTMENT OBLIGATIONS

- A. In consideration of Subrecipient's full and satisfactory performance of this Contract, Department shall reimburse the actual allowable costs incurred by Subrecipient in an amount up to: **\$27,594.00** in accordance with the budget as approved by the Department and the terms of this Contract.
- B. Any decision to obligate additional funds or deobligate funds shall be made in writing by Department in its sole discretion based upon the status of funding under grants to Department and Subrecipient's overall compliance with the terms of this Contract.
- C. Department's obligations under this Contract are contingent upon the actual receipt of adequate CSBG funds from the U.S. Department of Health and Human Services (hereinafter "HHS") and the State of Texas. If sufficient funds are not available to make payments under this Contract, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract.
- D. Subrecipient shall refund to Department any sum of money which has been paid to Subrecipient by Department, which Department determines has resulted in an overpayment, or which Department determines has not been spent strictly in accordance with the terms of this Contract. Subrecipient shall make such refund within fifteen (15) days after the Department's request.

- E. Department shall not release any funds under this Contract until Department has determined in writing that Subrecipient's fiscal control and fund accounting procedures are adequate to assure the proper disbursement of and accounting for such funds.

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

- A. Subrecipients may request an advance for up to 30 days. As per the Uniform Grant Management Standards, 34 T.A.C. §20.421 et seq. (herein "UGMS"), a cash advance must be limited to the minimum amount needed and be timed to be in accordance with the actual, immediate cash requirements.
- B. In order to request an advance payment, subrecipient must submit to Department a properly completed Expenditure Report that includes a request for advance funds (Projected Expenses) together with such supporting documentation as the Department may reasonably request.
- C. Subrecipient shall establish procedures to minimize the time elapsing between the transfer of funds from Department to Subrecipient and the disbursement of such funds by Subrecipient.
- D. Department may use a cost reimbursement method of payment, and suspend reimbursements, if at any time (1) Department determines that Subrecipient has maintained cash balances in excess of need, (2) Department identifies any deficiency in the cash controls or financial management system used by Subrecipient, or (3) Subrecipient fails to comply with the reporting requirements of Section 11.
- E. All funds paid to Subrecipient pursuant to this Contract are for the payment of allowable expenditures to be used for the exclusive benefit of the low-income population of Subrecipient's service area.
- F. Department may offset or withhold any amounts otherwise owed to Subrecipient under this Contract against any amount owed by Subrecipient to Department arising under this Contract.

SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the UGMS, 1 T.A.C. §5.141 et seq. (herein "Uniform Grant Management Standards"). All references therein to "local government" shall be construed to mean Subrecipient.
- B. Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the uniform cost principles for local, state and Indian tribal governments set forth in OMB Circular A-87, as implemented by 2 C.F.R. Part 225; Uniform administrative requirements for governments set forth in OMB Circular A-102, OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," sets forth audit standards for governmental organizations and other organizations expending Federal funds. The expenditure threshold requiring an audit under circular A-133 is \$500,000 of Federal funds or \$500,000 of State funds.
- C. Notwithstanding any other provision of this Contract, Department shall only be liable to Subrecipient for costs incurred or performances rendered for activities specified in the CSBG Act.
- D. Department shall not be liable to Subrecipient for certain costs, including but not limited to costs which:
- (1) have been reimbursed to Subrecipient or are subject to reimbursement to Subrecipient by any source other than Department;
 - (2) are not allowable costs, as set forth in the CSBG Act and Section 6(A) of this Contract;
 - (3) are not strictly in accordance with the terms of this Contract, including the exhibits;
 - (4) have not been reported to Department within sixty (60) days following termination of this Contract; or
 - (5) are not incurred during the Contract Period.

SECTION 7. TERMINATION AND SUSPENSION

- A. As per 10 TAC 5.206, Department may terminate or suspend this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to, Subrecipient's failure to comply with any term of this Contract or reasonable belief that Subrecipient cannot or will not comply with the requirements of this Contract. If the Department determines that an Subrecipient has failed to comply with the terms of the Contract, or to provide services that meet appropriate standards, goals, or other requirements established by the Department, the Department will notify Subrecipient of the deficiencies to be corrected and require the deficiencies be corrected prior to implementing suspension.
- B. Nothing in this Section shall be construed to limit Department's authority to withhold payment and immediately suspend this Contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance. Suspension shall be a temporary measure pending either corrective action by Subrecipient or a decision by Department to terminate this Contract.
- C. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this Contract.
- D. Notwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this Contract by Subrecipient.

SECTION 8. CHANGES AND AMENDMENTS

- A. Any change, addition, or deletion to the terms of this Contract required by a change in state or federal law or regulation is automatically incorporated herein and is effective on the date designated by such law or regulations.
- B. Except as specifically provided otherwise in this Contract, any changes, additions, or deletions to the terms of this Contract shall be in writing and executed by both Parties to this Contract. If any Party returns an executed copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission, to be its original signature.

SECTION 9. TECHNICAL ASSISTANCE AND MONITORING

Department or its designee may conduct periodic on-site monitoring and evaluation of the efficiency, economy, and efficacy of Subrecipient's performance of this Contract. Department will advise Subrecipient in writing of any deficiencies noted during such monitoring. Department will provide technical assistance to Subrecipient and will require or suggest changes in Subrecipient's program implementation or in Subrecipient's accounting, personnel, procurement, and management procedures in order to correct any deficiencies noted. Department may conduct follow-up visits to review and assess the efforts Subrecipient has made to correct previously noted deficiencies. Department may place Subrecipient on a cost reimbursement method of payment, suspend or terminate this Contract, or invoke other remedies in the event monitoring or other reliable sources reveal material deficiencies in Subrecipient's performance or if Subrecipient fails to correct any deficiency within the time allowed by federal or state law or regulation or by the terms of this Contract.

SECTION 10. RETENTION AND ACCESSIBILITY OF RECORDS

- A. Subrecipient shall maintain fiscal and programmatic records and supporting documentation for all expenditures made under this Contract in accordance with the UGMS, and Section III, Common Rule: State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C -Post Award Requirements, _ 42.
- B. Open Records. Subrecipient acknowledges that all information collected, assembled, or maintained by Subrecipient pertaining to this Contract is subject to the Texas Public Information Act, Chapter 552 of Texas Government Code and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act.

C. Subrecipient shall give the HHS, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this Contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to maintain such records in an accessible location for the greater of: (i) four (4) years; (ii) if notified by the Department in writing, the date that the final audit is accepted with all audit issues resolved to the Department's satisfaction; (iii) if any litigation claim, negotiation, inspection, or other action has started before the expiration of the required retention period records must be retained until completion of the action and resolution of all issues which arise under it; (iv) a date consistent with any other period required by federal or state law or regulation. Subrecipient agrees to cooperate with any examination conducted pursuant to this Subsection. Upon termination of this Contract, all records are property of the Department.

D. Subrecipient shall include the substance of this Section 10 in all subcontracts.

SECTION 11. REPORTING REQUIREMENTS

A. Subrecipient shall submit to Department such reports on the performance of this Contract as may be required by Department including, but not limited to, the reports specified in this Section.

B. Subrecipient shall electronically submit a Performance Report and Expenditure Report to the Department on or before the fifteenth (15th) day of each month following the reported month in the Contract Period, regardless of whether Subrecipient makes a fund request. Subrecipient must file a monthly Performance and Expenditure report in a timely manner, prior to accessing funds. The failure of Subrecipient to provide a full accounting of all funds expended under this Contract shall result in the automatic suspension of the ability of Subrecipient to request reimbursements and shall be identified as a finding in any monitoring review in accordance with the State CSBG Rules.

C. Subrecipient shall submit a final Performance Report and a final Expenditure Report to the Department after the end of the Contract Period. Subrecipient must file a final Performance and Expenditure report within thirty (30) days after the end of the contract. The failure of Subrecipient to provide a full accounting of all funds expended under this Contract shall impact the ability of Subrecipient to request reimbursements and shall be identified as findings in monitoring reviews.

D. Subrecipient shall submit to Department no later than sixty (60) days after the termination of this contract, a cumulative inventory of all equipment acquired, in whole or in part, with funds received under this or previous CSBG contracts. Upon the termination of this Contract, Department may transfer title to any equipment to the Department or to any other entity receiving CSBG funds from the Department.

E. If Subrecipient fails to submit within forty-five (45) days of its due date, any report or response required by this Contract, including responses to monitoring reports, Department may, in its sole discretion, suspend payments, place Subrecipient on cost reimbursement method of payment, and initiate proceedings to terminate the Contract. If Subrecipient receives CSBG funds from Department over two or more contract periods, termination proceedings may be initiated on this Contract for Subrecipient's failure to submit a report, including an audit report, past due from a prior contract.

F. Subrecipient shall provide the Department with a Data Universal Numbering System (DUNS) number and a Central Contractor Registration (CCR) System number. The DUNS number must be provided in a document from Dun and Bradstreet and the current CCR number must be submitted from a document retrieved from the <https://www.bpn.gov/ccr/default.aspx> website. These documents must be provided to the Department prior to the processing first payment to Subrecipient. Subrecipient shall maintain a current DUNS number and CCR number for the entire Contract Period.

SECTION 12. PROCUREMENT STANDARDS

- A. Subrecipient shall comply with 45 C.F.R. Part 92, UGMS, this Contract, and all applicable federal, state, and local laws, regulations, and ordinances for making procurements under this contract.
- B. Subrecipient may not use funds provided under this Contract to purchase personal property, equipment, goods, or services with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than \$5,000 unless Subrecipient has received the prior written approval of Department for such purchase.
- C. When the Subrecipient no longer needs equipment purchased with CSBG grant funds, regardless of purchase price, or upon the termination of this Contract, Department may take possession and transfer title to any such property or equipment to the Department or to a third party or may seek reimbursement from Subrecipient of the current unit price of the item of equipment, in Department's sole determination. Subrecipient must request permission from the Department to transfer title or dispose of equipment purchased with CSBG grant funds.

SECTION 13. INDEPENDENT CONTRACTOR

Subrecipient is an independent contractor. Subrecipient agrees to hold Department harmless and, to the extent allowed by law, indemnify it against any disallowed costs or other claims which may be asserted by any third party in connection with Subrecipient's performance of this Contract.

SECTION 14. SUBCONTRACTS

- A. Subrecipient may not subcontract the primary performance of this Contract and only may enter into contractual agreements for consulting and other professional services, if Subrecipient has received Department's prior written approval. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract for the delivery of client assistance will be subject to monitoring by the Department as per Section 9.
- B. In no event shall any provision of this Section 14, specifically the requirement that Subrecipient obtain Department's prior written approval of a subcontractor, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Contract, as if such performances rendered were rendered by Subrecipient. Department's approval under this Section does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. Department maintains the right to monitor and require Subrecipient's full compliance with the terms of this Contract. Department's approval under this Section does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.

SECTION 15. CONFLICT OF INTEREST

It is the responsibility of the Subrecipient to comply with all applicable laws, rules, regulations, ordinances, and other legal requirements regarding conflicts of interest and nepotism. In that regard the Subrecipient is required to have in place and at all times follow policies to ensure such compliance and to avoid prohibited conflicts of interest or the appearance thereof. If an actual or suspected conflict of interest or the appearance thereof occurs or is alleged, Subrecipient shall promptly identify same, review the matter with its counsel, and advise the Department (i) what, factually, occurred, (ii) was there any violation of legal requirements or policy, and (ii) if there was a violation, what will be the corrective action to address that matter and prevent any recurrences.

SECTION 16. COMPLIANCE WITH LAWS

- A. **FEDERAL, STATE AND LOCAL LAW.** Subrecipient shall comply with the CSBG Act, the federal rules and regulations promulgated under the CSBG Act, the State Act, the State CSBG Rules, and all federal, state, and local laws and regulations applicable to the performance of this Contract.
- B. **DRUG-FREE WORKPLACE ACT OF 1988.** The Subrecipient affirms by signing this contract that it is implementing the Drug-Free Workplace Act of 1988.
- C. **PRO-CHILDREN ACT OF 1994.** Subrecipient shall follow the requirements of the Pro-Children Act of 1994, (20 U.S.C. Sec. 6081 et seq.) which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through States or local governments by Federal grant, contract, loan or loan guarantee.

D. **LIMITED ENGLISH PROFICIENCY (LEP).** Subrecipients must provide program applications, forms, and educational materials in English, Spanish, and any appropriate language, based on the needs of the service area and in compliance with the requirements in Executive Order 13166 of August 11, 2000. To ensure compliance, the Subrecipient must take reasonable steps to insure that persons with Limited English Proficiency have meaningful access to the program. Meaningful access may entail provide language assistance services, including oral and written translation, where necessary.

SECTION 17. PROGRAM INCOME

Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this contract in accordance with the UGMS, Common Rule, §_25, OMB Circular A-110 §_24, and OMB Circular A-102, Attachment, 2e.

SECTION 18. TECHNICAL GUIDANCE

Department may issue technical guidance to explain the rules and provide directions on terms of this Contract.

SECTION 19. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

- A. A person shall not be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this Contract, on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief.
- B. Subrecipient agrees to carry out an Equal Employment Opportunity Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- C. Subrecipient will include the substance of Section 19 in all subcontracts.

SECTION 20. LEGAL AUTHORITY

- A. Subrecipient assures and guarantees that it possesses the legal authority to enter into this Contract, to receive and manage the funds authorized by this Contract, and to perform the services Subrecipient has obligated itself to perform hereunder. The execution, delivery, and performance of this Contract will not violate Subrecipient's constitutive documents or any requirement to which Subrecipient is subject and represents the legal, valid, and binding agreement of Subrecipient, enforceable in accordance with its terms.
- B. The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Subrecipient's governing board to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to the terms, provisions and performances herein.
- C. Department shall have the right to terminate this Contract if there is a dispute as to the legal authority of either Subrecipient or the person signing this Contract on behalf of Subrecipient to enter into this Contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this Contract, if the Department has terminated this Contract for reasons enumerated in this Section 20.

SECTION 21. AUDIT

- A. Subrecipient shall submit to Department, within sixty (60) days after the end of each fiscal year, an Audit Certification Form as specified by Department for each fiscal year in which any month of the Subrecipient's fiscal year overlaps a month of the Contract Period. Unless otherwise directed by Department, Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Contract, subject to the following conditions and limitations:
 - (i) Subrecipient shall have an audit conducted in accordance with 45 C.F.R. §92.26; OMB Circular A-133; and 31 U.S.C. 7501 for any of its fiscal years included within the Contract Period in which Subrecipient has expenses of more than \$500,000 in state funds or \$500,000 in federal financial assistance provided by a federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but does not include direct federal cash assistance to individuals. The term federal financial assistance includes awards of financial assistance received directly from federal agencies, or indirectly through other units of State and local government.

- (ii) At the option of Subrecipient, each audit required by this section may cover Subrecipient's entire operations or each department, agency, or establishment of Subrecipient which received, expended, or otherwise administered federal funds.
 - (iii) Notwithstanding anything to the contrary herein, Subrecipient may utilize funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by Department under this Contract.
 - (iv) Unless otherwise specifically authorized by Department in writing, Subrecipient shall submit two (2) copies of the audit report to the Department's Compliance and Asset Oversight Division and one (1) copy of the audit report to the Department's Community Affairs Division within thirty (30) days after completion of the audit, but no later than nine (9) months after the end of each fiscal period included within the period of this Contract. Audits performed under this section are subject to review and resolution of findings by the Department or its authorized representative.
- B. Notwithstanding anything herein to the contrary, Department reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this Contract. Subrecipient agrees to permit Department, or its authorized representative, to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit. Such financial and compliance audits may occur after the close of the Contract Period.
- C. Subrecipient understands and agrees that it shall be liable to Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Subrecipient further understands and agrees that reimbursement to Department of such disallowed costs shall be paid by Subrecipient from funds which were not provided or otherwise made available to Subrecipient under this Contract.
- D. Subrecipient shall facilitate the performance of such audit or audits conducted pursuant to this section as Department may require of Subrecipient.
- E. All approved CSBG audit reports shall be made available for public inspection within thirty (30) days after completion of the audit.
- F. The Subrecipient shall include language in any subcontract that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this Contract.
- G. Department reserves the right to conduct additional audits of the funds received and performances rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

SECTION 22. TRAVEL

Subrecipient shall adhere to OMB Circulars (A-87 and A-122 as appropriate), and either its board-approved travel policy, or the State of Texas travel policies. Subrecipient's written travel policy shall delineate the rates which Subrecipient shall use in computing the travel and per diem expenses of its board members and employees.

SECTION 23. POLITICAL ACTIVITY PROHIBITED

- A. None of the funds provided under this contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Subrecipient from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen, information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.
- B. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Subrecipient, the State of Texas, or the government of the United States.

SECTION 24. FAITH BASED AND SECTARIAN ACTIVITY

Funds provided under this Contract may not be used for sectarian or inherently religious activities such as worship, religious instruction or proselytization, and must be for the benefit of persons regardless of religious affiliation. Subrecipient shall comply with the regulations promulgated by the HHS at 45 C.F.R. §87.2.

SECTION 25. USE OF ALCOHOLIC BEVERAGES

Funds provided under this Contract may not be used for the payment of salaries to any Subrecipient's employees who use alcoholic beverages while on active duty, for travel expenses expended for alcoholic beverages, or for the purchase of alcoholic beverages.

SECTION 26. COPYRIGHT

Subrecipient may copyright materials developed in the performance of this Contract or with funds expended under this Contract. Department and HHS shall each have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the copyrighted work for government purposes.

SECTION 27. PREVENTION OF WASTE, FRAUD, AND ABUSE

- A. Subrecipient shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this Contract. The systems and procedures shall address possible waste, fraud, and abuse by Subrecipient, its employees, clients, vendors, subcontractors and administering agencies. Subrecipient's internal controls systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by Department.
- B. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purpose of monitoring or investigating the CSBG program. Subrecipient shall immediately notify Department of any discovery of waste, fraud, or abuse. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse.
- C. Subrecipient shall not discriminate against any employee or other person who reports a violation of the terms of this Contract, or of any law or regulation, to Department or to any appropriate law enforcement authority, if the report is made in good faith.

SECTION 28. CERTIFICATION REGARDING UNDOCUMENTED WORKERS

Pursuant to Chapter 2264 of the Texas Government Code, by execution of this Contract, Subrecipient hereby certifies that Subrecipient, or a branch, division, or department of Subrecipient does not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Subrecipient or a branch, division, or department of Subrecipient is convicted of a violation under 8 U.S.C. Section 1324a (f), Subrecipient shall repay the public subsidy with interest, at the rate of five percent (5%) per annum, not later than the 120th day after the date the Department notifies Subrecipient of the violation.

SECTION 29. CERTIFICATION REGARDING CERTAIN DISASTER RELIEF CONTRACTS

The Department may not award a Contract that includes proposed financial participation by a person who, during the five year period preceding the date of this Contract, has been convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or assessed a penalty in a federal, civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

By execution of this Contract, the Administrator hereby certifies that it is eligible to participate in this Program and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

SECTION 30. EXCLUDED DEBARRED AND SUSPENDED PARTIES

By signing this Contract, Subrecipient certifies that neither it nor its current principle parties are included in the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA). Subrecipient also certifies that it will not award any funds provided by this Contract to any party that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the Excluded Parties List System at <http://www.epls.gov/> or by collecting a certification from the potential subcontractor.

SECTION 31. MAINTENANCE OF EFFORT

Funds provided to Subrecipient under this Contract may not be substituted for funds or resources from any other source or in any way serve to reduce the funds or resources which would have been available to or provided through Subrecipient had this Contract never been executed.

SECTION 32. NO WAIVER

Any right or remedy given to Department by this Contract shall not preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.

SECTION 33. SEVERABILITY

If any section or provision of this Contract is held to be invalid or unenforceable by a court or an administrative tribunal of competent jurisdiction, the remainder shall remain valid and binding.

SECTION 34. ORAL AND WRITTEN AGREEMENTS

- A. All oral and written agreements between the parties to this Contract relating to the subject matter of this Contract have been reduced to writing and are contained in this Contract.
- B. The attachments enumerated and denominated below are a part of this Contract and constitute promised performances under this Contract:
 - 1. Exhibit A-- Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements

SECTION 35. FORCE MAJURE

If the obligations are delayed by the following, an equitable adjustment will be made for delay or failure to perform hereunder:

- A. Any of the following events: (i) catastrophic weather conditions or other extraordinary elements of nature or acts of God; (ii) acts of war (declared or undeclared), (iii) acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; and (iv) quarantines, embargoes and other similar unusual actions of federal, provincial, local or foreign Governmental Authorities; and
- B. The non-performing party is without fault in causing or failing to prevent the occurrence of such event, and such occurrence could not have been circumvented by reasonable precautions and could not have been prevented or circumvented through the use of commercially reasonable alternative sources, workaround plans or other means.

SECTION 36. TIME IS OF THE ESSENCE

Time is of the essence with respect to Subrecipient's compliance with all covenants, agreements, terms and conditions of this Contract.

SECTION 37. COUNTERPARTS AND FACSIMILE SIGNATURES

This Contract may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or other electronic transmission, and any such signature shall have the same legal effect as an original.

SECTION 38. NUMBER, GENDER

Unless the context requires otherwise, the words of the masculine gender shall include the feminine, and singular words shall include the plural.

SECTION 39. NOTICE

- A. If notice is provided concerning this Contract, notice may be given at the following (herein referred to as "Notice Address"):

As to Department:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
P. O. Box 13941
Austin, Texas 78711-3941
Attention: Michael DeYoung
Telephone: (512) 475-2125
Fax: (512) 475-3935
michael.deyoung@tdhca.state.tx.us

As to Subrecipient:

City of Lubbock
PO Box 2000
Lubbock, TX 79457
Attention: Phyllis Brown, Interim C. D. Director
Telephone: (806) 775-2301 Fax: (806) 775-3917 Email: pbrown@mylubbock.us

- B. All notices or other communications hereunder shall be deemed given when delivered, mailed by overnight service, or five days after mailing by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate Notice Address as defined in the above Subsection A of this Section 39.

SECTION 40. VENUE AND JURISDICTION

This Contract is delivered and intended to be performed in the State of Texas. For purposes of litigation pursuant to this Contract, venue shall lie in Travis County, Texas.

EXECUTED to be effective on **May 01, 2012**

City of Lubbock

a political subdivision of the State of Texas

By:
Title:
Date:

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

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

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 61000001426 FOR THE
2000 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
CFDA#93.569

EXHIBIT A

**CERTIFICATION REGARDING LOBBYING FOR
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

City of Lubbock
a political subdivision of the State of Texas

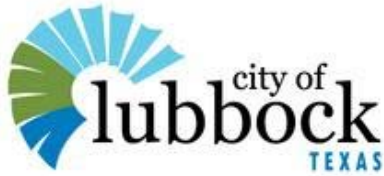
The undersigned certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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, 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is material representation of fact on 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.

City of Lubbock
a political subdivision of the State of Texas

By:
Title:
Date:



Regular City Council Meeting

6. 2. 2.

Meeting Date: 08/09/2012

Information

Agenda Item

Contract Resolution - Community Development: Consider a resolution 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.

Item Summary

CCDL is receiving funding to operate the Parent Empowerment Program. The funds are from an additional CSBG contract administered by the TDHCA. Funds are used to provide assistance to transition families out of poverty.

The total allocation for this program is \$20,000. TDHCA has released 100% of this CSBG allocation, so the City is releasing the full amount to its subrecipient. The period of performance is May 1, 2012, through July 31, 2012. The Community Development and Services Board approved funding for this project at their regularly scheduled meeting on July 11, 2012.

Fiscal Impact

The maximum amount to be allocated from the CSBG for this program is \$20,000.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution & Contract - 2012 CCDL CSBG

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 Community Development Funding Contract, by and between the City of Lubbock and Catholic Charities Diocese of Lubbock, from the Community Services Block Grant Program, and all related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

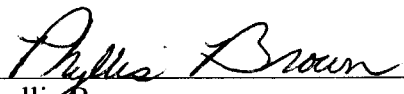
Passed by the City Council this _____, 2012.

GLEN C. ROBERTSON, MAYOR

ATTEST:

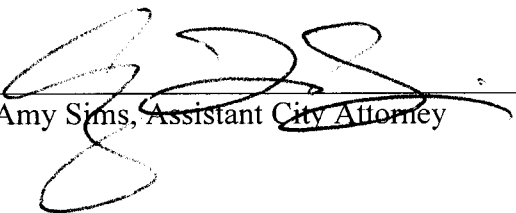
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Phyllis Brown
Interim Community Development Director

APPROVED AS TO FORM:



Amy Sims, Assistant City Attorney

Res.CDBG-Funding Agrmt-Catholic Charities of Lubbock
7.17.12

COMMUNITY SERVICE BLOCK GRANT
AGREEMENT BETWEEN THE CITY OF LUBBOCK
AND CATHOLIC CHARITIES, DIOCESE OF LUBBOCK

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Contract entered into this 9th day of August 2012, by and between the CITY OF LUBBOCK (herein called "City") and CATHOLIC CHARITIES, DIOCESE OF LUBBOCK a non-profit Center (herein called "Contractor").

WHEREAS, the City is obligated to do and perform certain services in its administration of Community Services Block Grant; and

WHEREAS, the Contractor operates a non-profit center offering services to low-income individuals in the County of Lubbock; and

WHEREAS, the services provided by the Contractor benefit citizens of the County of Lubbock and constitute a valuable public service; and

WHEREAS, the City Council of the City of Lubbock has declared programs of the Catholic Charities to be a public purpose and the provision of these services to be a predominate purpose of this transaction; and

WHEREAS, the Contractor and the services it provides have been found to meet the criteria for funding under the RFP; and

WHEREAS, the accomplishment of the above public purpose is the predominant purpose of this transaction, continuing supervision by the City and State together with statutory and contractual requirements provide sufficient assurance that this public purpose will be accomplished and an audit provides sufficient protection of the handling of public money; and

WHEREAS, the City Council had found that the Contractor has the special expertise, knowledge and experience necessary for the performance of the contract and that the City will receive adequate consideration in the form of substantial public benefit; and

WHEREAS, the City desires to contract with the Contractor to make available operating assistance for the Parent Empowerment Program.

NOW, THEREFORE, it is agreed between the parties hereto that

I. **SCOPE OF SERVICE**

A. **General Overview of Program:**

1. Contractor will use \$20,000 of CSBG funds awarded to administer the Parent Empowerment Program and transition people out of poverty by providing direct assistance with education and support services and per the budget herein.

B. **City Responsibilities:**

1. City agrees to provide Contractor assistance from Community Services Block Grant funds in an amount not to exceed \$20,000 for the Parent Empowerment Program in return for Contractor performing the activities set forth in this Contract as consideration for said funds:
2. It is expressly understood and agreed by the parties hereto that the City's responsibilities are contingent upon the actual receipt of adequate funds to meet City's liabilities under this contract. If adequate funds are not available to make payment under this contract, City shall notify Contractor in writing within a reasonable time after such fact is determined. City shall terminate this Contract and will not be liable for failure to make payments to Contractor under this Contract.

The funds shall be disbursed in the amounts and at the time the funds are disbursed to the City by the State of Texas. The City is not responsible for any amounts not distributed by the State of Texas. CSBG funds shall be disbursed in the amount and at the time funds are disbursed to the City by the State of Texas. The State of Texas has released hundred percent (100%) of this total amount of funds to the City. Therefore, the City shall make available \$20,000 in CSBG funds to the Contractor.

3. City shall not be liable to Contractor for any costs incurred by Contractor, or any portions thereof, which have been paid to Contractor or which are subject to payment to Contractor, or which have been reimbursed to Contractor or which are subject to reimbursement to Contractor by any source other than City or Contractor.
4. City shall not be liable for any costs incurred by Contractor which are not allowable costs as set forth in the contract.
5. City shall not be liable to Contractor for any costs incurred by Contractor or for any performances rendered by Contractor which are not strictly in accordance with the terms of this Contract.
6. City shall not be liable to Contractor for any costs incurred by Contractor in the performance of this Contract which have not been billed to City by Contractor within sixty (60) days following termination of this Contract.
7. City shall not be liable for costs incurred or performances rendered by Contractor before commencement of this Contract or after termination of this

Contract.

8. City's financial assistance will be limited to the following:

- a. The assistance made available through this Contract shall be used by the Contractor solely for the purpose of the Parent Empowerment Program.
- b. The assistance shall provide funding for expenses incurred within the operation and scope of the program.
- c. The services provided by the Contractor shall benefit lower-income families residing in the County of Lubbock and whose gross household income does not exceed the most recent Poverty Income Guidelines issued by the U.S. Department of Health and Human Services.

C. Contractor's Responsibilities

1. Contractor agrees to use funds made available through this Contract solely for the purpose of the Catholic Charities Parent Empowerment Program, at 102 Ave J.
2. Contractor agrees to comply with applicable uniform administrative requirements, as described in the Catholic Charities Policy Manual and generally accepted administrative requirements for the Texas State Government located at 1TAC5.141 et seq. And the federal administrative requirements located at 45CFR Part 96.
3. Contractor agrees to carry out the activities under this Contract in compliance with all State and Local laws and regulations.

II. TIME OF PERFORMANCE

This Contract shall commence May 1, 2012 and shall terminate July 31, 2012. The term of this Contract and the provisions herein may be extended for an additional year, provided funds are received from TDHCA and provided the Contractor meets its contractual obligations during the current funding year, subject to board approval and Mayor's signature.

BUDGET

	CSBG Funds	Matching Funds	Total Project Funds
Administration:			
Personnel	1,000		
Fringe Benefits	1,000		
Total Administration	2,000		
Program:			
Tuition, fees, certification, licensing, testing, etc.	2,000		
Books	6,000		
Child Care	500		
Transportation	500		
Utilities	2,000		
Rent	5,000		
Case Management	1,500		
Other (uniforms, Rx, eye exams and glasses, etc.)	500		
Total Program	\$ 18,000		
GRAND TOTAL	\$ 20,000		

III. PAYMENT

City will pay up to \$20,000 to Contractor based upon the receipt of request for funds and project expense summary for the above-described project. Contractor shall submit to City invoices for items purchased. City shall determine the reasonableness of each purchase and shall not make disbursement of any such payment until City has reviewed and approved each purchase. If need is shown to exist, City staff can release up to 10% of the funds to be used as start-up funding. Contractor will then bill City monthly for expenses occurred during the month. By end of program year, Contractor will have provided City with proper documentation to show how all funds were expended, including the start-up costs.

IV. NOTICES

Communication and details concerning this Contract shall be directed to the following Contract representatives:

Joe Rangel
City of Lubbock
P. O. Box 2000
Lubbock, TX 79457

Beth Zarate
Catholic Charities, Diocese of Lubbock
102 Ave J
Lubbock, TX 79401

V. **SPECIAL CONDITIONS**

A. **Specific Requirements to Meet Conditions Outlined in RFP**

1. Contractor will maintain adequate case management files on each client assisted; whether the case management is funded through this grant or not, and whether the case management is provided by the Contractor or not.
2. Contractor will keep adequate documentation of the design of the program, the implementation of the program, and evaluation of program design.
3. Contractor will keep documentation of their efforts to leverage CSBG funds with other programs to enhance the services provided to clients.
4. Contractor will keep documentation of their efforts to cooperate and collaborate with other service providers.

VI. **GENERAL CONDITIONS**

A. 1. **General Compliance**

Contractor agrees to comply with all applicable federal, state and local laws and regulations governing the funds provided under this Contract which were made available under City's Community Services Block Grant program.

2. **Labor Standards**

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Copeland "Anti-Kickback" Act (40 U.S.C 276a-276a-5; 40 USC 327 and 40 USC 26c) and all other applicable Federal, state and local laws and regulations pertaining to the labor standards insofar as those acts apply to the performance of this contract.

B. **Independent Contractor**

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Contractor shall at all times remain an independent contractor with respect to the services to be performed under this Contract. City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation insurance as the Contractor is an independent Contractor.

C. **Indemnity and Release**

Grantee shall indemnify and hold harmless, to the fullest extent permitted by law, the City, and City's respective officers, employees, elected officials and agents, from and against any and all losses, damages, claims or liabilities, of any kind or nature, which arise directly or indirectly, or are related to, in any way, manner or form, the activities contemplated hereunder, including, but not limited to, losses, damages, claims or liabilities arising from or related to, in any way, manner or form, the act or omission of third parties and/or the negligence or fault of City, its respective officers, employees, elected officials and /or agents. Grantee further covenants and agrees to defend any suits or administrative proceedings brought against the City and/or the City's respective officers, employees, elected officials and/or agents on account of any such claim, and to pay or discharge the full amount or obligation of any such claim incurred by, accruing to, or imposed on the City, or the City's respective officers, employees, elected officials and/or agents, as applicable, resulting from such suits, claims and/or administrative proceedings or any matter resulting from the settlement or resolution of said suits, claims and/or administrative proceedings, in addition, Grantee shall pay to the City, applicable, all attorney's fees incurred by such parties in enforcing Grantee's indemnity in this section.

The City, and its respective officers, employees, elected officials and agents shall not be liable and Grantee hereby releases the City, and its respective officers, employees, elected officials and agents, for, from and/or against any losses, damages, claims or liabilities to Grantee, on any theory of legal liability, including, but not limited to the negligence, of any type of degree or fault, of the City, arising from or related to, in any way, manner or form, the unenforceability or avoidance, for any reason, of all or part of this agreement.

The indemnity and release provided herein shall survive the termination or avoidance of this agreement.

D. Right to Exercise

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

E. Worker's Compensation

Contractor shall provide Worker's Compensation insurance coverage for all employees involved in the performance of this Contract.

F. Insurance and Bonding

Throughout the term of this Contract, the Contractor will maintain liability insurance in the following minimum amounts:

Type of Insurance	Minimum Liability
Commercial General Liability	\$1,000,000 Limit
Property Damage Liability	\$100,000 Each Occurrence

G. City Recognition

Contractor shall insure recognition of the role of City's Community Services Block Grant program in providing funding through this Contract. All activities, facilities and items utilized pursuant to this Contract shall be prominently labeled as to funding source. In addition, Contractor will include a reference to the support provided herein in all publications made possible with funds made available under this Contract.

H. Changes and Amendments

City or Contractor may amend this Contract at any time, provided that such amendments make specific reference to this Contract, and are executed in writing, signed by a duly-authorized representative of both organizations and approved by the City Council if required by law. Such amendments shall not invalidate this Contract, nor relieve nor release City or Contractor from its obligations under this Contract.

City may, in its discretion, amend this Contract to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or the activities to be undertaken as part of this Contract, such modifications will be incorporated only by written amendment signed by both City and Contractor.

H. Suspension or Termination

Either party may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial termination of the Scope of Service in Paragraph "I.B" above may only be undertaken with the prior approval of City. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by Contractor under this Contract shall at the option of City, become the property of City, and Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

City may also suspend or terminate this Contract, in whole or in part, if Contractor materially fails to comply with any term of this Contract, or with any of the rules, regulations, or provisions referred to herein; and the City may declare the Contractor ineligible for any further participation in City contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe Contractor is in noncompliance with any applicable rules or regulations, City may withhold up to fifteen percent (15%) of said contract funds until such time as

Contractor is found to be in compliance by City or is otherwise adjudicated to be in compliance.

The City may also terminate this agreement in the event of an emergency or disaster, whether an act of God, natural or manmade, by giving twenty-four (24) hour notice. The City may give said notice verbally to Grantee. Any expenditures incurred prior to receiving notice will be reimbursed; however, in no event shall the City pay any expenses incurred after notice of termination is received by Grantee.

I. Prevention of Waste, Fraud, and Abuse

Contractor shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this contract. The systems and procedures shall address possible waste, fraud, an abuse by Contractor, its employees, recipients, vendors, and administering agencies. Contractor's internal control systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by City.

Contractor shall give City complete access to all of its records, employees, and agents for the purposes of any investigation of the funded programs. Contractor shall immediately notify City of any discovery of waste, fraud or abuse. Contractor shall fully cooperate with City's efforts to detect, investigate, and prevent waste, fraud and abuse in the funded program.

Contractor may not discriminate against any employee or other person who reports a violation of the terms of this contract or of any law or regulation to the City or to any appropriate law enforcement authority, if the report is made in good faith.

J. Legal Remedies

In instances where the Contractors violate or breach this Contract, the City may apply administrative, contractual, or legal remedies. The City may suspend all activities temporarily pending either corrective action by the Contractor or a decision by the City to terminate this contract.

K. Legal Authority

Contractor represents that it possesses the practical ability and legal authority to enter in to this contract, receive and manage funds authorized by this contract, and to perform the services Contractor has obligated itself to perform under this contract.

The person signing this contract on behalf of Contractor hereby warrants that he/she has been authorized by Contractor to execute this contract on behalf of Contractor and to bind Contractor to all terms herein set forth.

L. Reporting and Patent Rights

Contractor shall abide by all requirements and regulations pertaining to the reporting and patent rights involving research, developmental, experimental or demonstration

work, with respect to any discovery or invention which arises or is developed in the course of satisfying the terms of this agreement.

M. Suspension / Disbarment

The Grantee shall not enter into any subcontracts with an agency, business or individual that has been suspended, disbarred or otherwise excluded from federal grants. The Grantee shall maintain records demonstrating that it has reviewed potential subcontractors against the debarred and excluded list prior to committing any grant funds to a subcontract.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

Contractor agrees to comply with Attachment F of OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

Contractor shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations", or A-21, "Cost Principles for Educational Institutions", as applicable, for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

Contractor shall maintain all records required by the State of Texas Department of Housing and Community Affairs, and that are pertinent to the activities to be funded under this Contract.

2. Retention

Contractor shall retain all record pertinent to expenditures incurred under this Contractor for a period of five (5) years after the termination of all activities funded under this Contract, or after the resolution of all State audit findings, whichever occurs later.

3. Client Data

Contractor shall maintain client data demonstrating client eligibility for₂₁₁

services provided. Such data shall include, but not be limited to: total number of information and referral calls received and broken down into subject categories for every call; specific information obtained through random screening of calls such as income level, gender, race, age, education-level, and household size. Such information shall be made available to City monitors or their designees for review by the 10th day of every month.

4. Audits and Inspections

All Contractor records with respect to any matters covered by this Contract shall be made available to City, their designees or the State Government, at any time during normal business hours, as often as City or State deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data, both financial and programmatic. Any deficiencies noted in audit reports must be fully cleared by Contractor within thirty (30) days after receipt by the Contractor. Failure to comply with the above audit requirements will constitute a violation of this Contract and may result in the withholding of future payments.

C. Operation and Financial Reports

1. Financial Record Reports

Contractor agrees to submit to the City invoices for the services and approved costs of this program by the 10th day of each month; and

2. Operation Reports

Contractor agrees to submit to the City a monthly activity report in accordance with instructions provided by the State.

VIII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

Contractor agrees to comply and to require all subcontractors to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 and the regulations issued under the order at 41 CFR chapter 60.

Non-discrimination and Equal Opportunity

No person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied from the benefits of, or be subjected to discrimination

under any program or activity funded in whole or in part with funds made available under the contract.

Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1990, or with respect to an otherwise qualified disabled individual as provided in section 04 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

Reports

The Grantee shall maintain a report that documents the race/ethnicity of its employees. The Grantee shall provide the City a copy with said report upon execution of this Agreement.

Policies

The Grantee shall maintain current copies of its fair housing and equal opportunity policies. The Grantee shall provide a copy of said policies to the City immediately upon request.

B. Conduct

1. Prohibit Political Activity and Lobbying

None of the funds provided under this contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Contractor from furnishing to any member of its governing body upon request, or to any other local or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

No funds provided under this Contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Contractor, the State of Texas, or the government of the United States.

None of the funds provided under this contract shall be paid to any official or employee who violates any of the provisions of this section.

Certification Regarding Lobbying

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 office or employee of an 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

may federal loan, the entering into of any cooperative agreement, or modification an any federal contract, grant, loan, or cooperative agreement.

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 an 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.

2. Conflict of Interest and Nepotism

The Grantee shall maintain written codes of conduct that govern the performance of its employees engaged in the award and administration of contracts. Said codes of conduct shall be in compliance with 24 CFR 84.42.

Further, Grantee covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Grantee further covenants that, in the performance of this Agreement, no person having such a financial interest shall be employed or retained by the Grantee hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

Contractor’s employees, officers, and/or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors, or potential subcontractors.

C. Air & Water

The Grantee agrees to comply with the following requirements insofar as they apply to the performance of this contract:

Clean Air Act, 42 U.S.C., 7401, et seq.

Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

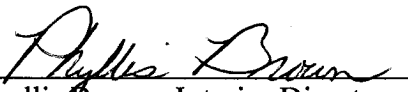
CITY OF LUBBOCK

Glen C. Robertson
MAYOR

ATTEST:

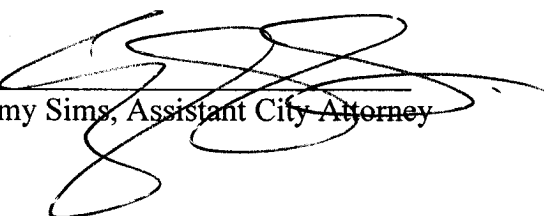
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



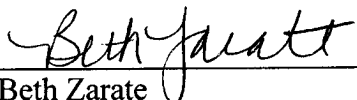
Phyllis Brown, Interim Director
Community Development

APPROVED AS TO FORM:



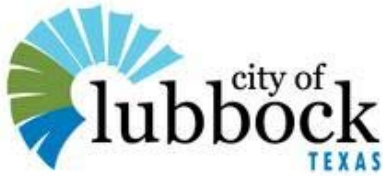
Amy Sims, Assistant City Attorney

CATHOLIC CHARITIES
DIOCESE OF LUBBOCK



Beth Zarate
EXECUTIVE DIRECTOR

FED. I.D.# 75-1966688



Regular City Council Meeting

6.3.

Meeting Date: 08/09/2012

Information

Agenda Item

Resolution - City Council: Consider a resolution 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.

Item Summary

Fiscal Impact

Staff/Board Recommending

Councilwoman Latrelle Joy

Attachments

Resolution - Committee

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUBBOCK, TEXAS, REQUESTING THAT AN AD HOC COMMITTEE BE APPOINTED TO STUDY THE SCHEDULE OF STORMWATER DRAINAGE CHARGES PRESENTLY IN EFFECT, THE SCHEDULE'S EQUITABLE APPLICATION AMONG PROPERTIES IN THE CITY, AND REPORT BACK FINDINGS AND RECOMMENDATIONS TO THE CITY COUNCIL.

WHEREAS, the City Council of the City of Lubbock is authorized under Chapter 552 of the Texas Local Government Code to establish drainage charges for all benefitted properties located in the City; and

WHEREAS, pursuant to said authority, the City Council has adopted a schedule of drainage charges most recently by way of Ordinance No. 2011-R00080; and

WHEREAS, there has been concern expressed to members of the City Council of the City of Lubbock that the adopted schedule of drainage charges imposes grossly disparate treatment among property owners located in the City of Lubbock in that charges are based on the number of meters serving the property, irrespective of the nature of the property or other relevant factors; and

WHEREAS, the City Council of the City of Lubbock previously charged the City Manager and the City of Lubbock Model Codes and Construction Advisory Board to study the City of Lubbock's storm water drainage charges by way of Resolution No. 2011-R0199; and

WHEREAS, the City Council desires to appoint a committee sufficiently representative of the residents, business interests, and property owners of Lubbock whose task it shall be to continue the aforementioned study, expanding it freely by thorough, reasoned analysis to include, without limitation, modified tiers for rates and fees, and the development of multiple charge assessment scenarios for consideration by the City Council and other interested citizens to reach the most equitable cost-sharing possible; NOW, THEREFORE:

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

THAT the City Council of the City of Lubbock shall and does, by and upon passage hereof, create an ad hoc committee for the purpose of studying the schedule of storm water drainage charges presently in effect, and the schedule's equitable application to various properties in the City;

THAT the committee shall consist of two (2) members of the City of Lubbock City Council, three (3) members of the City of Lubbock Model Codes and Construction Advisory Board, three (3) members representative of the Lubbock business community at-large, and one (1) member representative of the Lubbock small business community;

THAT the committee shall promptly convene and from its membership elect a chair, and thereafter shall undertake a comprehensive and detailed analysis of the drainage charges presently applicable to residents, businesses, and property owners in the City of Lubbock. The committee further shall be authorized to take, and shall take, all necessary steps to study storm water rates and fee schedules, including but not limited to an evaluation of different scenarios for the assessment of said rates and fees so that equity and fairness are maximized;

THAT the committee shall report back to the City Council, on or before the second regular meeting of the City Council in November of 2012, its findings and recommendations for consideration.

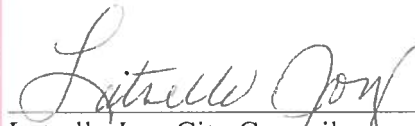
CONSIDERED AND APPROVED this ____ day of _____, 2012.

GLEN C. ROBERTSON, MAYOR

ATTEST:

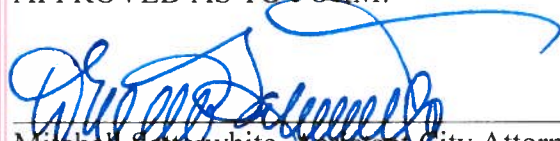
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



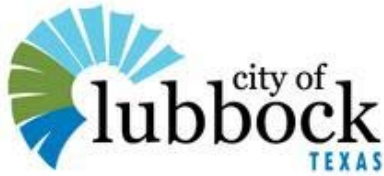
Latrelle Joy, City Councilwoman, District 6

APPROVED AS TO FORM:



Mitchel Sauterwhite, Assistant City Attorney

Reso.Study Stormwater Rates
8.1.12



Regular City Council Meeting

6. 4.

Meeting Date: 08/09/2012

Information

Agenda Item

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.

Item Summary

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.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza - City Secretary

Attachments

RS BOARD APPTS.

**BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, AUGUST 9, 2012 - REGULAR SESSION**

Officer of City	Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
1	LUBBOCK WATER ADVISORY COMMISSION	BROWN, H.P "BO"	08.01.12	N/A	LLANO ESTACADO	RESIGNED/REPLACE	N/A

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

City of Lubbock
Board and Commission Recruiting Database

Updated: 7/31/2012

Sorted: No Preference

Key: CS - Currently serving on board(s)
X - Prior service on board(s)
PCI - Possible Conflict of Interest
T - Temporary

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District	References Name
0601		Austin	Nicole	F	A	S	18-29	Computer Sp	Self-employed	4	
0601		Chesnutt	Gary	M	A	S	50-59	Cotton Broker	Chesnutt Cotto	5	
0501		Grant	Mack	M	A	S	40-49	Project Admin	TX Dept of Cri	4	
1206		Guerra	Julian	M	H	S	60+	New York Life	New York Life	4	
0509		Guerrero	Mary Lynn	F	H	C	18-29	PSO Officer	PD - City of Lu	6	
0803		Hamer	Darla	F	A		40-49	Banker	Peoples Bank	6	
0405		Hancock	Jennifer	F	A	S	18-29	Homemaker/P		6	
0906		Henson	Matthew	M	A		30-39	Self Employe	Matt Henson In	5	
0310		Hicks	Michael	M	A	C	30-39	Attorney	Mullin, Hoard,	4	
1206		Hicks	Michael	M	A		40-49	Attorney	Mullin Hoard &	5	
0610		Hobgood	John	M	A		30-39	Social Worker	LIFE/RUN Cen	5	
0502		Hodges	Tom	M	A	C	40-49	Bank Manage	Wells Fargo B	4	
1002		Jackson	Winnie	M	A		60+	Retired Minist		4	
1012		Lynn	Samuel	M	A		40-49	Human Resou	Caprock Home	5	
0501		Nichols	Kathleen	F	A	S	30-39	Dentist	Kathleen Nicho	5	
0509		Pena	Esther	F	H	S	18-29	Sales Develop	American Stat	5	
0612		Podrebartz	Keith	M	A		30-39	Counselor	Texas Tech Un	1	
0707		Ramsey	Chad	M	A			Self-employed	Ramsey Auto	3	
0407		Riojas	Michael	M	H	C	40-49	Sr Acct Mana	GE Lighting	3	
0804		Stephens	Sherry	F	A		30-39	Administrative	High Plains W	5	
0409		Terry	Dianna	F	A	S	50-59	Grant Develop	Covenant Foun	4	
0404		Williams	Peggy	F	A	S	50-59	Banker	American Bank	5	
0803		Wilson	Margaret	F	A	C	60+	Retired - Tech	Retired	5	

LUBBOCK WATER ADVISORY COMMISSION

	<u>Lubbock Population</u>	<u>Lubbock Adult Population</u>	<u>All City Boards</u>	<u>This Board</u>
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	77.8%	100.0% (9)
Hispanic	32.6%	27.6%	8.9%	0.0% (0)
African-American	8.7%	7.4%	9.5%	0.0% (0)
Other	15.6%	4.0%	3.8%	0.0% (0)
<u>GENDER</u>				
Male	48.5%	49.0%	73.2%	88.9% (8)
Female	51.5%	51.0%	26.8%	11.1% (1)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	14.9%	9.4%	0.0% (0)
District 2	16.4%	12.7%	3.7%	0.0% (0)
District 3	16.3%	16.1%	13.4%	22.2% (2)
District 4	17.0%	17.0%	23.4%	11.1% (1)
District 5	16.7%	19.4%	29.1%	11.1% (1)
District 6	17.2%	19.9%	16.3%	44.4% (4)
Other/Unknown	0.0%	0.0%	4.7%	11.1% (1)

PURPOSE:

Advisory board assists the City Council in reviewing acquisition and utilization of water resources, conservation, reuse of water resources, operating budgets, facilities and infrastructure needs, regional water needs, water and wastewater rates and fees, long-range water and wastewater planning efforts, and other water and wastewater related matters as designated by the City Council.

REQUIREMENTS: The Commission will consist of nine members, who shall be comprised of: a present or former member of the board of directors of Brazos River Authority; a present or former member of the board of directors of Canadian River Municipal Water Authority; a present or former member of the board of directors of High Plains Underground Water Conservation District #1; a present or former member of the board of directors of Llano Estacado Regional Water Planning Group; and five members-at-large.

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Requirement</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Brown, H.P. (Bo) (M,A,6)	Llano Estacado Water	83%	Y	Replace/Reappoint

Sorted: By Preference

Lubbock Water Advisory Commission

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
0605		Davis	Edwin	M	A		50-59	Civil Engineer	Parkhill, Smith & Cooper	5
1011		Grimstead	Tricia	F	A		30-39	Portfolio Supervisor	AG Rentals, LTD	5
1204		Putnam	Russell	M	A		60+	Business Consultant	Southwest Financial Gro	
Second Preference:										
0212		Autrey	Brandon	M	A		30-39	Civil Engineer / Business	AMD Engineering	
1206		Coke	Christopher	M	A	C	40-49	Sr. Vice President	American State Bank	3
1006		Griffith	Richard	M	A		60+	Self Employed	SOS Waste Disposal	3
1007		Hudgens	Dickie	M	A		60+	Retired CPA		3
0803		Jones	Maine	F	A		18-29	Human Resources Officer	Peoples Bank	5
1204		Newsom	Mikella	F	A		30-39	Vice President, Asst. CFP	City Bank Texas	0
Third Preference:										
0605		Coulter	Murray	M	A	S	60+	Retired Educator	Retired Educator	4
1007		Johnson	Norma	F	H		40-49	Public Affairs	Public Affairs	4
1010		Underwood	Brett	M	A		30-39	Cotton Warehouser	The Trinity Cotton Comp	3
0707		Walker	Pat	M	A		60+	Retired Attny / Judge	Walker Consulting	6
Fourth Preference:										
1010		Dewberry	Mamie	F	AA			Retired Teacher		3
0910		Hail	Brian	M	A		30-39	Insurance Agent	Brian Hail State Farm	3
0602		Howard	Dennis	M	A	S	50-59	Retired	Retired	4
Fifth Preference:										
0611		Conwright	James	M	AA		18-29	Credit Analyst	City Bank Texas	6
0511		Kirby	John	M	A		50-59	KTXT-TV	KTXT-TV	5
Sixth Preference:										
0802		Kitten	Randy	M	A	S	40-49	Banker	City Bank	5
1003		Mitchell	Bret	M	A		40-49	Self Employed	Queso's	4

Committee #98 Lubbock Water Advisory CommissionPerm./Temp. Board: **P***Confidential***Home****Business***Reappt
Elig.*

AT-LARGE

Curr: **8/12/2011** - **8/1/2013** **Y****Baker**
Ms. SuzanneY 1802 Aberdeen
Lubbock TX 79416
Y baker4984@suddenlink.net
Y (806) 796-2588
Y (806) 535-2537 CEL2nd: -
1st: 8/12/2010 - 8/1/2011
Fax:*E-mail* baker4984@sbcglobal.netBRAZOS RIVER
AUTHORITY**Brady**
Mr. ZacharyY 3223 23rd Street
Lubbock TX 79410ZS Brady & Co
3409 19th Street
Lubbock TX 79410Curr: **8/1/2012** - **8/1/2014** **Y**2nd: 8/26/2010 - 8/1/2012
1st: 9/1/2008 - 8/1/2010

Y

(806) 771-1850

Fax: (806) 771-3750

CEL

E-mail zach@zsbrady.comLLANO ESTACADO
WATER**Brown**
Mr. H.P. (Bo)Y 3101 19th St
Lubbock TX 79410Jones, Flygare, Brown...
PO Box 2426
Lubbock TX 79408Curr: **8/1/2010** - **8/1/2012** **Y**2nd: 8/1/2008 - 8/1/2010
1st: 8/1/2006 - 8/1/2008

Y

(806) 795-9849
(806) 787-6500 CEL

(806) 787-6500

Fax: (806) 797-1120

*E-mail*CANADIAN RIVER
WATER**Collins**
Mr. JamesY #2 Tuscan Villa Circle
Lubbock TX 79423Perdue, Brandon..
1204 Ave R, Ste 200
Lubbock TX 79401Curr: **8/1/2011** - **8/1/2013** **Y**2nd: 8/1/2009 - 8/1/2011
1st: 8/1/2007 - 8/1/2009

Y

(806) 789-3506

(806) 744-5091

Fax: (806) 744-9953

CEL

E-mail jcollins@pbfc.com

HIGH PLAINS WATER

Conkwright
Mr. JamesY 3305 21st St
Lubbock TX 79410High Plains Water District
2930 Ave Q
Lubbock TX 79411Curr: **8/1/2012** - **8/1/2014** **Y**2nd: 8/26/2010 - 8/1/2012
1st: 8/1/2008 - 8/1/2010

Y

(806) 762-0181

Fax: (806) 762-1834

CEL

E-mail jimc@hpwd.com**Chair/Pres:** Jim Collins**Vice Chair/V.P.:****Sec./Treasurer:****Staff Liaison:** Marsha Reed**Term:** 2 Years**Ex-Officio Mbr.:**

Per Res 2003-0285, members may serve unlimited terms; Brown's terms 08/03-08/04, 08/04-08/06; James Collins first term 08/2003-08/2005

Conkwright's 08/03-08/2004, 08/04-08/06, 08/08-08/10, 08/10-08/12; 08/01/11-07/31/12 Collins 1st Term as Chair Collins's first term was 08.28.05-08.01.07; Phillips' first 2 terms 08/2003-08/2007

*** **CONFIDENTIAL INFORMATION NOT TO BE RELEASED!!** ****Last Update:** 8/1/2012

Committee #98 Lubbock Water Advisory Commission**Perm./Temp. Board:***Confidential***Home****Business***Reappt
Elig.*

AT LARGE

Maunder
Dr. A. BruceY 4511 9th St
Lubbock TX 79416

Y (806) 799-7018

CEL

National Sorghum Producers
4201 N. Interstate 27
Lubbock TX 79403

(806) 749-3478

Curr: 8/1/2012 - 8/1/2014
2nd: 8/1/2010 - 8/1/2012
1st: 9/1/2008 - 8/1/2010**Fax:** (806) 749-9002

Y

E-mail texasgreenbug@aol.com

AT-LARGE

Phillips
Mr. RonaldY 119 N Oakridge
Lubbock TX 79416

Y (806) 797-6008

CEL

TTU-Ofc of the President
PO Box 42005
Lubbock TX 79409

(806) 742-2121

Curr: 8/1/2011 - 8/1/2013
2nd: 8/1/2009 - 8/1/2011
1st: 8/1/2007 - 8/1/2009**Fax:** (806) 742-2138

Y

E-mail ronald.phillips@ttu.edu

AT LARGE

Sell
Mr. George4703 16th St
Lubbock TX 79416

(806) 795-4668

CEL

Estacado Cattle

(806) 674-1216

Curr: 8/1/2011 - 8/1/2013
2nd: -
1st: -**Fax:**

Y

E-mail george.sell16@gmail.com

AT LARGE

Trejo
Ms. MaggieN 3013 2nd Pl
Lubbock TX 79415

N (806) 762-3243

CEL

(806) 763-3877

Curr: 8/1/2012 - 8/1/2014
2nd: -
1st: -**Fax:**

Y

E-mail chrb@nts-online.net**Chair/Pres:** Jim Collins**Vice Chair/V.P.:****Sec./Treasurer:****Staff Liaison:** Marsha Reed**Term:** 2 Years**Ex-Officio Mbr.:**

Per Res 2003-0285, members may serve unlimited terms; Brown's terms 08/03-08/04, 08/04-08/06; James Collins first term 08/2003-08/2005

Conkwright's 08/03-08/2004, 08/04-08/06, 08/08-08/10, 08/10-08/12; 08/01/11-07/31/12 Collins 1st Term as Chair Collins's first term was 08.28.05-08.01.07; Phillips' first 2 terms 08/2003-08/2007

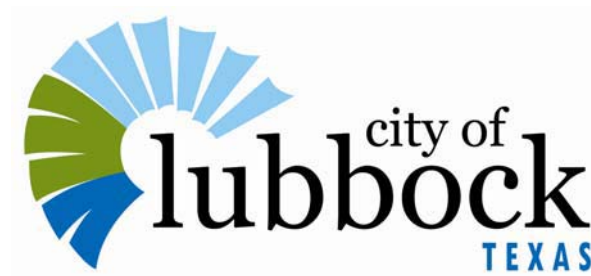
***** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! ******Last Update:** 8/1/2012

Board Demographic Information

#98 Lubbock Water Advisory Commission

<i>Member</i>	<i>Beg. Date</i>	<i>Exp. Date</i>	<i>Gender</i>	<i>Ethnic</i>	<i>Quad</i>	<i>District</i>	<i>Age</i>	<i>Eligibility</i>
Baker, Suzanne	8/12/2011	8/1/2013	Female	Anglo		6		Y
Brady, Zachary	8/26/2010	8/1/2012	Male	Anglo		3	30-39	Y
Brown, H.P. (Bo)	8/1/2010	8/1/2012	Male	Anglo	C	6	60+	Y
Collins, James	8/1/2011	8/1/2013	Male	Anglo	S	4	50-59	Y
Conkwright, James	8/26/2010	8/1/2012	Male	Anglo	S	5	60+	Y
Isom, Clayton	8/1/2010	8/1/2012	Male	Anglo		3	18-29	Y
Mauder, A. Bruce	8/1/2010	8/1/2012	Male	Anglo	NW	6	60+	Y
Phillips, Ronald	8/1/2011	8/1/2013	Male	Anglo	NW	0	30-39	Y
Sell, George	8/1/2011	8/1/2013	Male	Anglo		6	60+	Y

Supplemental Information
for
Contract & Procurement Related Agenda Items



City of Lubbock, Texas

Contract & Procurement Related Agenda Items

The City Council has statutory obligations when awarding contracts and contract amendments. The following is provided to assist elected officials when considering contract and procurement related agenda items:

- There exists the general concept that the taxpaying public should receive the best price possible for purchases in the interest of the public good, and that the government should maximize, to the fullest extent practicable, the purchasing value of public funds. McQuillin Municipal Corporations, 3rd Ed.
- During the period between offer submission date and the contract award, offerors, including their agents and representatives, may not discuss or promote their offer with any member of the Lubbock City Council or City staff except upon the request of the Purchasing Department in the course of city-sponsored inquiries, briefings, interviews, or presentations. The provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. The policy is intended to place all offerors upon the same plane of equality, assure that contract decisions are made in public, and to protect the integrity of the bid process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. *Sterrett v. Bell*, 240 S.W.2d 516, 520 (Tex. Civ. App. – Dallas 1951, no writ)
- Elected officials and employees are prohibited from participating in the profits of a City contract or having an interest in a sale to the City. §1, Art. IX, Sec. 4, City Charter
- Bids from bidders who reside in states that grant resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder. §2252.002, Texas Govt Code
- Architectural, engineering, and land surveying service providers are prohibited from submitting bids or cost proposals. The City selects the most highly qualified provider of services based on demonstrated competence and qualifications through a Request for Qualifications process; and then attempts to negotiate with that provider a contract at a fair and reasonable price. §2254.004, Texas Govt Code
- The total contract price caused by change orders may not increase more than 25%, and the total price may not be decreased by more than 25% without the consent of the contractor. §252.048, Texas Local Govt Code
- Proposals are opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. §252.049, Texas Local Govt Code
- Participating in purchasing cooperatives with other local governments and cooperative purchasing organizations satisfies state law requiring the City to solicit competitive bids. §271.102, Texas Local Govt Code
- If the City receives two or more low bids that are identical, the selection of the winner is made 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. 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 – 25,000	City Manager	Written quotes/proposals, electronic bids	LGC §252.0215
More than \$25,000	City Council	Written bids/proposals, electronic bids	LGC §252.021, 024, 041, 0415, 042, 043,
Professional Services			
Up to \$25,000	City Manager	Written proposals	GC §2254.003
More than \$25,000	City Council	Written proposals	GC §2254.003
Architectural/Engineering Services			
Up to \$25,000	City Manager	Rotation list	GC §2254.004
More than \$25,000	City Council	Statement of qualifications	GC §2254.004
Construction			
Up to \$25,000	City Manager	Written quotes/proposals	LGC §252.0215
More than \$25,000	City Council	Written quotes/proposals	LGC §252.021, 0215, 043, 0435
Emergencies			
Up to \$25,000	City Manager	Verbal or written quotes	City Procurement Policy
More than \$25,000	City Council	Verbal or written quotes	LGC §252.022
Interlocal/Real Property			
Any amount	City Council	Negotiated	LGC §252.022, 050 and §272
Change Orders/Amendments			
Up to \$25,000	City Manager	Negotiated	LGC §252.048
More than \$25,000	City Council	Negotiated	LGC §252.048

Public Notice - For contracts involving an expenditure greater than \$50,000, LGC §252 requires the City to publish bid notices in a local newspaper once a week for two consecutive weeks. The date of the first publication is before the 14th day before the date set to open the bid. Bids are posted on the Internet, and potential bidders contacted via E-mail.

Public Works Construction – Pursuant to LGC §271, the City uses the following delivery methods for construction of public works:

- Competitive bidding
- Competitive sealed proposals
- Design-build
- Construction manager
- Job order contract

Tex. Govt. Code (GC) §2253.021 and LGC §252.044 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.

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- 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.