

City of Lubbock, Texas
Regular City Council Meeting
Tuesday, September 10, 2013

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



James Loomis, Acting 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 775-2061 or write to Post Office Box 2000, Lubbock, Texas 79457 at least 48 hours in advance of the meeting.

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

3:00 p.m. -- City Council convenes in open session, and recesses into executive session to consider items 1.-5.

6:15 p.m. -- City Council reconvenes in open session to consider items 2.-7.2.

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, to discuss pending or contemplated litigation or settlement agreement, and hold a consultation with attorney.
 1. 1. 1. Omni Building located 1208 14th Street.
 1. 1. 2. Cause No. 03-11-00459-CV - ICON Benefit Administrators II, L.P.; American Administrative Group; and HealthSmart Preferred Care, II L.P. v/ Greg Abbott, Attorney General of Texas; and The City of Lubbock.
 1. 1. 3. Cause No. 05-11-00935-CV - ICON Benefit Administrators II, L.P., American Administrative Group, Inc., and HealthSmart Preferred Care, II, L.P., v. Joella Mullin, Stanley Self, Andrea Davenport, Lee Ann Dumbauld, Scott Snider, Leisa Hutcheson, David Miller, and City of Lubbock.
 1. 1. 4. Case No. 71 193 Y 00084 08 in the matter of the arbitration between: The Parker Group, Inc., ICON Benefit Administrators II, L.P., Healthsmart Preferred Care, II L.P., and American Administrative Group, Inc., Petitioners v. City of Lubbock, Lubbock Texas, Respondent v. Q Elements, L.P., et al and related matters regarding Covenant Health Systems.
 1. 1. 5. 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, including but not limited to, the City's ongoing appeal and all related options thereof.
 1. 1. 6. Concerning the proposed Endangered Species Act listing by the Environmental Protection Agency of the sharpnose shiner and smalleye shiner, and its potential impact on the City of Lubbock's current and potential water supplies.

1. 2. Hold an 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. 2. 1. Omni Building located 1208 14th Street.
 1. 2. 2. Police Department.
1. 3. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074, to discuss personnel matters and take appropriate action.
 1. 3. 1. City Attorney
 1. 3. 2. City Manager
 1. 3. 3. City Secretary
 1. 3. 4. City Treasurer position.
 1. 3. 5. Discussion of the position of City Manager.
1. 4. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.086, on the following competitive matters (Electric Utilities):
 1. 4. 1. Discuss and take action on bidding and pricing information for purchased power, generation and fuel; purchased power agreements; risk management information, and related services and strategies; customer billing, contract, and usage information, electric power pricing proposals, system load characteristics, and electric power marketing analyses, policies, and strategies.
1. 5. Hold an executive session in accordance with V.T.C.A. Government Code Section 551.074, to discuss personnel matters regarding the duties, responsibilities, and/or appointments to the Civil Service Commission and Lubbock Reese Redevelopment Authority.

2. **Proclamations and Presentations**

2. 1. Invocation by Music Minister Dan Johnson, Raintree Christian Church.
2. 2. Pledges of Allegiance
2. 3. Presentation for a special recognition declaring September as Blood Cancer Awareness Month.
2. 4. Presentation of a special recognition for "Run@Work/Run@School Day" on behalf of the Garrison Institute, Healthy Lubbock, West Texas Running Club and the Texas Tech Health Sciences Center.
2. 5. Presentation of a special recognition in honor of First Responder's Day as a part of a September 11th memorial observance.
2. 6. Presentation of a special recognition for National Tell A Police Officer 'Thank You' Day.

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

3. 1. Bill Curnow will appear before the City Council to discuss National Preparedness Month.

3. 2. Gina Johnson will appear before the City Council to discuss the synthetic marijuana ban.

4. **Minutes**

- 4. 1. August 1, 2013 Special City Council Meeting (Budget)
- August 8, 2013 Regular City Council Meeting
- August 8, 2013 Special City Council Meeting (Budget)
- August 11, 2013 Special City Council Meeting (Spirit of '45)
- August 15, 2013 Special City Council Meeting (Budget)

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

5. 1. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Amendment 28 amending the FY 2012-13 budget for municipal purposes 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; accept and appropriate funding from the Texas Department of Transportation (TXDOT) for the Teaching Kids to be Street Smart Program Grant; accept and appropriate funding from the Department of Justice (DOJ) for the FY 13 Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and accept and appropriate funding from the Texas Department of State Health Services (DSHS) for the Immunization Branch - Locals (Immunization) Grant, the Public Health Emergency Preparedness Services (PHEP) Grant, the Regional and Local Services Section/Local Public Health System (RLSS/LPHS) Grant, and the Syphilis Elimination Texas - Lubbock County (STD) Grant.

5. 2. **Supplemental Ordinance 1st Reading - Finance:** Consider a Supplemental Ordinance supplementing Ordinance No. 2007-00058, 2008-00079, 2009-00090, 2010-00075, 2011-00082, and 2012-00104 pursuant to which Assessments were levied on property within Vintage Township Public Improvement District to provide public improvements for the district.

5. 3. **Ordinance 2nd Reading - City Council:** Consider Ordinance 2013-00089 Requirements Applicable to a Gas Utility's Statement of Intent to Change Rates and Rate Filing Package Under the Gas Utility Regulatory Act: Consider adoption of an Ordinance prescribing regulations regarding a rate filing package to include specific schedules, data, and other information to be provided to the municipality by gas utilities as part of a Statement of Intent to increase rates under the Gas Utility Regulatory Act; providing that this Ordinance is cumulative and that other information may be required to be submitted; providing for the use of forms as part of the statement of intent; requiring that the rate

filing package be supported by affidavit; providing for expert assistance to the City; providing for compliance with other laws; providing for a waiver of these filing requirements on good cause but no waiver of jurisdiction; providing for the treatment of proprietary gas utility information; providing for notice; providing for a savings clause; finding and determining that the meeting at which this Ordinance was passed was in accordance with the requirements of the Texas Open Meetings Act; making other findings and provisions related to the subject; and declaring an effective date.

5. 4. **Ordinance 2nd Reading – Right-of-Way:** Consider Ordinance 2013-O0081 abandoning and closing two five-foot Lubbock Power & Light (LP&L) underground utility easements located in Fox Ridge Addition, Lubbock County Texas, 9806 and 9805 Vernon Avenue.
5. 5. **Ordinance 2nd Reading – Right-of-Way:** Consider Ordinance 2013-O0082 abandoning and closing a portion of a 30-foot wide sanitary sewer line easement located in Section 21, Block AK, Lubbock County Texas, 10202 Frankford Avenue.
5. 6. **Ordinance 2nd Reading – Right-of-Way:** An ordinance abandoning and closing a 20-foot underground utility easement and a 22.5-foot cross access, drainage, and underground utility easement located west of Loop 289 and north of 34th Street, 6010 34th Street.
5. 7. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute contract 11512 with Elite Paint Ball Partnership, LLC, for the use of City vacant land for a paint ball lease, 4000 East 50th Street.
5. 8. **Contract Resolution – Public Works Street Department:** Consider two resolutions authorizing the Mayor to execute contract 11464 with R.E. Janes Gravel Co. and contract 11505 with West Texas Paving, Inc. for sand, rock and gravel, ITB 13-11464-CP.
5. 9. **Ordinance 1st Reading- Building Inspection:** Consider an ordinance amending Chapter 28.14 of the Code of Ordinances (2009 International Residential Code), to provide for certain amendments thereto to meet local conditions.
5. 10. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute purchase order contract 31016410 with Warren Cat for a Telehandler for the Solid Waste Landfill.
5. 11. **Resolution - Health:** Consider a resolution authorizing the Mayor to execute contract 11510. An agreement with Lubbock County Hospital District d/b/a University Medical Center (UMC) to cooperate to provide certain public health services for indigent residents of Lubbock County.
5. 12. **Resolution - Civic Center:** Consider a resolution authorizing the Mayor to execute contract 11513, a License Agreement between the City of Lubbock and Civic Lubbock, Inc. with regard to concession commissions, salary reimbursements, collection of catering and merchandise fees, and the continuation of two standing sub-committees.
5. 13. **Resolution - Community Development:** Consider a resolution granting the waiver of Payment in Lieu of Taxes (PILOT) for FY 2013-14 for the Lubbock Housing Authority (LHA).
5. 14. **Resolution - Benefits:** Consider a resolution authorizing the Mayor to execute contract 11376 with The LegaleASE Group to provide Pre-Paid Legal Services. Benefits will be purchased through payroll deductions by the City of Lubbock full time employees, RFP 13-11376-DT.

5. 15. **Resolution - Benefits:** Consider a resolution authorizing the Mayor to execute contract 11473 with Davis Vision Inc. to provide supplemental Vision Insurance to be purchased through payroll deductions by the City of Lubbock full time employees, RFP 13-11364-DT.
5. 16. **Resolution - Benefits:** Consider a resolution authorizing the Mayor to execute contract 11494 with ConnectYourCare, LLC for Flexible Spending Account (FSA) administration for the City's health program, RFP 13-11364-DT.
5. 17. **Resolution - Benefits:** Consider a resolution authorizing the Mayor to execute contract 11364 with Blue Cross Blue Shield of Texas (BCBSTX) to provide Medical Administrative Services only (ASO); Network Utilization Review; Medical Case Management; Disease Management; Dental Administration; and Health Insurance Portability and Accountability Act (HIPAA); and Consolidated Omnibus Budget Reconciliation Act (COBRA), RFP 13-11364-DT.
5. 18. **Resolution - Benefits:** Consider a resolution authorizing the Mayor to execute Amendment 1 to contract 11364 with Blue Cross Blue Shield for the Medical Administrative Services Only (ASO) to provide Pharmacy Benefit Management (PBM) services to the City of Lubbock employees and retirees and their eligible dependents, RFP 13-11364-DT.
5. 19. **Resolution - Benefits:** Consider a resolution authorizing the Mayor to executed contract 11508 with Blue Cross Blue Shield of Texas (BCBSTX) for Stop Loss Insurance Coverage for the City's health program, RFP 13-11364-DT.
5. 20. **Resolution - Risk Management:** Consider a resolution authorizing the Acting City Manager, or designee, to purchase, from Ace Property and Casualty Insurance Company, an insurance policy for airport and non-owned aircraft liability coverage.
5. 21. **Resolution - Risk Management:** Consider a resolution authorizing the Acting City Manager, or designee, to purchase from Hartford Steam & Boiler Inspection and Insurance Company an insurance policy for boiler and machinery coverage.
5. 22. **Resolution - Risk Management:** Consider a resolution authorizing the Acting City Manager, or designee, to purchase property insurance coverage from ACE/Westchester Fire Insurance Company for the John T. Montford Dam.
5. 23. **Resolution - Risk Management:** Consider a resolution authorizing the Acting City Manager, or designee to purchase workers' compensation coverage through Texas Political Subdivisions Workers' Compensation Joint Self-Insurance.
5. 24. **Resolution - Risk Management:** Consider a resolution authorizing the Acting City Manager, or designee, to purchase property insurance coverage from Texas Municipal League (TML).
5. 25. **Resolution - Risk Management:** Consider a resolution authorizing the Acting City Manager or designee, to purchase from OneBeacon Insurance an insurance policy for excess liability insurance coverage.
5. 26. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to approve Amendment 1 to contract 10577-4, a lease between the City of Lubbock and The Hertz Corporation for additional land area.

5. 27. **Resolution - City Secretary:** Consider a resolution authorizing the confirmation of the Acting City Manager's appointment of Adrienne Cozart to the Civil Service Commission.

6. **Regular Agenda**

6. 1. **Public Hearing 6:30 p.m. - Finance:** Hold a Public Hearing for the City Council to consider the dissolution of the Public Improvement District (PID) for Willow Bend that includes the east half of Section 3, Block D6, Lubbock County, Texas generally bounded by 4th Street, Inler Avenue, 19th Street and the west line of the east half of Section 3, Block D6, Lubbock County, Texas.

6. 2. **Resolution - Finance:** Consider a resolution making a finding and authorizing dissolution of the Willow Bend Public Improvement District (PID) covering the area generally bounded by 4th Street, Inler Avenue, 19th Street, and the west line of the east half of Section 3, Block D6, Lubbock County, Texas. This area is approximately 313.03 acres.

6. 3. **Ordinance 2nd Reading - Finance:** Consider Ordinance 2013-O0087 approving and adopting a budget for Fiscal Year 2013-14; providing for necessary transfers of funds between accounts and departments, if required; appropriating funds for the Fiscal Year 2013-14 Operating Budget and Capital Program of the City of Lubbock; approving the pay plan and positions; establishing Civil Service classifications and positions; approving all fees, fines, and charges for service; approving inclusion of equipment and property to be purchased as a part of the master lease program; authorizing the Mayor to appropriate certain funding during a duly declared state of disaster; amending Section 22.03.084 of the Code of Ordinances of the City of Lubbock by revising Water base charge as contained therein; amending Section 22.03.085 of the Code of Ordinances of the City of Lubbock by revising water volume rates as contained therein; accepting the budgets for Lubbock Economic Development Alliance, Market Lubbock, Inc., Civic Lubbock, Inc., Lubbock Emergency Communication District, Vintage Township Public Facilities Corporation, and Meadowbrook Golf Course, providing for publication; and providing for a savings clause.

6. 4. **Resolution – Finance:** Consider a resolution ratifying the adoption of the FY 2013-14 budget that raises more tax revenue than was generated in the previous year.

6. 5. **Ordinance 2nd Reading - Finance:** Consider Ordinance 2013-O0088 setting the tax rate and levying a tax upon all property subject to taxation with the City of Lubbock for 2013.

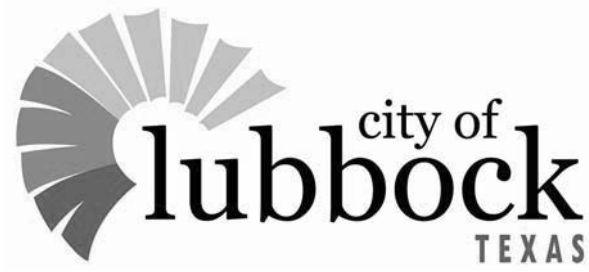
6. 6. **Resolution – Finance:** Consider a resolution amending the allocation of the Hotel Occupancy Tax Revenues for FY 2013-14 and distributing receipts, net collection expenses, as authorized in Chapter 351 of the Texas Tax Code.

6. 7. **Ordinance 2nd Reading - Planning:** Consider Ordinance 2013-O0084, Zone Case 2816-D, a request of Tigris IX, LTD. for a zoning change from C-3 to A-2 on 9.697 acres of unplatted land out of Block E, Section 4, 1600 82nd Street.

6. 8. **Ordinance 2nd Reading - Planning:** Consider Ordinance 2013-O0085, Zone Case 1660-E, a request of Tanya Cintron (for NTCH-NM, LLC) for a zoning change from AM to AM Specific Use for a cell tower facility on Lot 2, Agee-Pharr Addition, 2402 52nd Street.

6. 9. **Ordinance 2nd Reading - Planning:** Consider Ordinance 2013-O0086, Zone Case 1112-C, a request of Tanya Cintron (for NTCH-NM, LLC) for a zoning change from C-2 to C-2 Specific Use for a cell tower facility on Lot 99B, Drury Park Addition, 4317 50th Street, and consider an ordinance.

6. 10. **Personnel - City Council:** Consider and take action on the appointment of James Loomis to the position of City Manager, including but not limited to action regarding compensation.
6. 11. **Board Appointments - City Secretary:** Consider two appointments to the Appointments Advisory Board, and two appointments to the Lubbock Reese Redevelopment Authority.
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 if the item indicates to the public the action to be taken.**
 7. 1. Discussion of the City Council Policies and Procedures and possible amendments and updates to same.
 7. 2. Presentation by the Heart of Lubbock Neighborhood Association regarding Stumpy Hamilton Park.



**BOARD APPOINTMENTS FOR
CITY COUNCIL MEETING, AUGUST 22, 2013 - EXECUTIVE SESSION**

Officer of City *	Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
1	LUBBOCK REESE REDEVELOPMENT AUTHORITY	GAITHER, LINDA	09.30.13	N/A		REPLACE	N/A
		TYE, JOHN	09.30.13	N/A		REPLACE	N/A

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

City of Lubbock
Board and Commission Recruiting Database

Updated: 9/3/2013

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
1210		Ashe	John	M	A		60+	Realtor	Action Realtors	5	
0601		Austin	Nicole	F	A	S	18-29	Computer Spe	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 Admini	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 Employed	Matt Henson In	5	
0610		Hobgood	John	M	A		30-39	Social Worker	LIFE/RUN Cen	5	
1308		Hodges	Jason	M	A		40-49	Landscape Ar	Prairie Worksh	1	
0502		Hodges	Tom	M	A	C	40-49	Bank Manager	Wells Fargo Ba	4	
1002		Jackson	Winnie	M	A		60+	Retired Minist		4	
0501		Nichols	Kathleen	F	A	S	30-39	Dentist	Kathleen Nicho	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	
1206		Spitzer	Michelle	F	A		50-59	CFO	Sunwest Const	4	
0804		Stephens	Sherry	F	A		30-39	Administrative	High Plains Wa	5	
0409		Terry	Dianna	F	A	S	50-59	Grant Develop	Covenant Foun	4	
1305		Tinsley	Matt	M	A		40-49	Director of Op	First Care Heal	5	
1308		Trejo	Magdalena	F	H		60+	Ex Director	Community Ho	1	
0404		Williams	Peggy	F	A	S	50-59	Banker	American Bank	5	
0803		Wilson	Margaret	F	A	C	60+	Retired - Tech	Retired	5	

REESE REDEVELOPMENT AUTHORITY

	<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%	73.4%	80.0% (4)
Hispanic	32.6%	27.6%	10.1%	0.0% (0)
African-American	8.7%	7.4%	10.1%	0.0% (0)
Other	3.7%	4.0%	6.3%	20.0% (1)
<u>GENDER</u>				
Male	48.5%	47.0%	75.3%	80.0% (4)
Female	51.5%	53.0%	24.7%	20.0% (1)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	14.9%	10.1%	0.0% (0)
District 2	16.4%	12.7%	4.1%	0.0% (0)
District 3	16.3%	16.1%	13.3%	0.0% (0)
District 4	17.0%	17.0%	20.6%	20.0% (1)
District 5	16.7%	19.4%	27.5%	40.0% (2)
District 6	17.2%	19.9%	19.3%	0.0% (0)
Other/Unknown	0.0%	0.0%	5.1%	40.0% (2)

PURPOSE:

Created pursuant to Chapter 2311 of the Texas Government Code and the action of the City of Lubbock and Lubbock County for the purpose of redeveloping Reese Air Force Base for Civilian use after base closure as provided by federal law in the Defense Authorization Amendments and Base Closure Realignment Act.

REQUIREMENT: Members appointed from a list of persons recommended by the current Board of Directors to the Lubbock City Council. Persons recommended by the Board should have experience in real estate, finance, manufacturing, agriculture, or general business.

APPOINTMENT INFORMATION:

<u>Member Name & Demographic Facts</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Gaither, Linda (F,A,5)	N/A	N/A	Replace
Tye, John (M,A,0)	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

This position did not come before the Board.

LUBBOCK REESE REDEVELOPMENT BOARD OF DIRECTORS:

To replace Linda Gaither:

Polly Vann (Application Pending)

To replace John Tye:

Joe Rapier (M,A,3) Parkhill, Smith, and Cooper

August 28, 2013

Ms. Rebecca Garza - City Secretary
City of Lubbock
P.O. Box 2000
Lubbock, TX 79457

RE: Lubbock Reese Redevelopment Authority (LRRRA) - Board Members Appointment
Submittal

Dear Ms. Garza:

As stated in the requirements of Section 3501, Special District Local Law Code, the LRRRA hereby submits the following Board of Director appointments with an effective date of October 1, 2013.

Mr. Joe Rapier **Replacing Mr. John Tye**

Ms. Polly Vann **Replacing Ms. Linda Gaither**

A copy of our board action item supporting these appointments is attached for your reference. We respectfully request that you approve these appointments at your earliest convenience.

Please do not hesitate to contact us if you should have any questions or need any additional assistance.

Sincerely,



Jerry L. Bell, President

Attachment: August 28, 2013 Board Action Item

cc: Bill Miller – Executive Director – LRRRA
Darrell Guthrie – General Counsel

**BOARD OF DIRECTORS
LUBBOCK REESE REDEVELOPMENT AUTHORITY
AUGUST 28, 2013**

Item to Be Considered :

Approve LRRRA Board Replacement Recommendations

Previous Board Action:

- a. In the event of LRRRA board vacancies, the LRRRA board recommends replacement candidates to the various appointing bodies as provided for the in LRRRA by laws
- b. On September 30, 2013, there will be two (2) board vacancies on the LRRRA Board . Board members Linda Gaither and John Tye will conclude their service

Statement of Pertinent Facts:

- a. Article 3.02 of the Amended By-Laws of the Authority stipulates that there be seven (7) directors
- b. The LRRRA Board Executive Committee has met to review possible candidates for replacement

Advice Opinions Recommendations and Motion:

If the Board of Directors concurs, the following motion is in order:

Resolved , that the Board of Directors of the Lubbock Reese Redevelopment Authority hereby recommends two (2) candidates to the appointing body, The City of Lubbock , with Joe Rapier replacing John Tye and Polly Vann replacing Linda Gaither , as submitted this 28th day of August, 2013.

Approved by:


Jerry L. Bell - President

ATTEST:



LRRRA Board Member

Reese Redevelopment Authority

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
0906		Clark	Timothy	M	A		40-49	CADD Tech	Parkhill, Smith & Cooper	3
Second Preference:										
0501		Bounds	Jack	M	A	C	60+	Investments	Jack Bounds Investment	2
1005		Bruegel	Jon	M	A		18-29	Student		4
1011		Burch	Douglas	M	A		40-49	Owner	Venture Communication	5
1308		Schmidt	Karla	F	A		50-59			5
Third Preference:										
0909		Cole	Ronald	M	A		18-29	Agent	Mass Mutual Financial S	6
1205		Cude	Bobby	M	A		40-49	IT Manager	CTSI	5
Fourth Preference:										
0605		Coulter	Murray	M	A	S	60+	Retired Educator	Retired Educator	4
0605		Davis	Edwin	M	A		50-59	Civil Engineer	Parkhill, Smith & Cooper	5
1204		Putnam	Russell	M	A		60+	Business Consultant	Southwest Financial Gro	6
Fifth Preference:										
0412		Hardman	Brittain	M	A	NW	50-59	Insurance Agent	AFLAC	6
1301		Whitlock	Mandy	F	H		30-39	Director of Sales	Embassy Suites	2
1011		Wiggins	Gary	M	A		60+	Retired		3
Sixth Preference:										
1206		Duncan	Lynne	F	A		50-59	Community Relations	Wentz Orthodontics	4
0805		Preston	Brent	M	A		18-29	Self	1800JunkMax, RE Brok	4
1004		Williams	Herbert	M	AA		40-49	Correctional Officer	TX Dept of Criminal Just	2

Committee #70 Reese Redevelopment Authority

Perm./Temp. Board: **P**

Confidential?

Home

Business

Reappt
Elig.

CITY
Askins
Mr. Dewayne

Askins & Associates, Inc.
8008 Slide Road, Ste. 37b
Lubbock TX 79424
(806) 771-9627

Curr: 10/27/2011 - 9/30/2013
2nd: -
1st: -
Fax: -

Y

CELL

E-mail

CITY
Bell
Mr. Jerry

Y 4003 93rd St.
Lubbock TX 79423
(806) 794-5641

Curr: 9/30/2011 - 9/30/2015
2nd: -
1st: 12/17/2008 - 9/30/2011
Fax: -

Y

CELL

E-mail

CITY
Gaither
Ms. Linda

Y 4628 88th St
Lubbock TX 79424
(806) 794-2890
(806) 535-2890

Real Estate
(806) 794-6000

Curr: 9/30/2009 - 9/30/2013
2nd: -
1st: 3/22/2007 - 9/30/2009
Fax: -

N

CELL

E-mail linda.gaither@cox.net

CITY
Garland
Mr. Greg

Y 5723 83rd LN
Lubbock TX 79424
(806) 798-9977

First Bank & Trust
9816 Slide Road
Lubbock TX 79424
(806) 788-2801

Curr: 9/30/2011 - 9/30/2015
2nd: 9/30/2007 - 9/30/2011
1st: 10/26/2006 - 9/30/2007
Fax: -

N

CELL

E-mail ggarland@firstbanklubbock.co

COUNTY COMMISSIONER
May
Mr. Joe

Y
Y

Plains Capital Bank
5010 University
Lubbock TX 79413
(806) 791-6853

Curr: - -
2nd: -
1st: -
Fax: (806) 791-6866

Y

CELL

E-mail jmay@plainscapital.com

Chair/Pres: John Tye	Staff Liaison: Quincy White
Vice Chair/V.P.: Joe May	Term: 4 Years
Sec./Treasurer: Tim Pierce	Ex-Officio Mbr.:

This board is created by State statute; its rules on board members supercede City Council rules. The Authority is the successor in interest to the Lubbock Reese Redevelopment Authority Corporation.

Attorney's opinion: Members, including the chair, can serve only two 4-year terms. Terms served prior to change do not count. REFER REQUESTS FOR BOARD ROSTER TO BILL MILLER, 885-3597.

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

Last Update: 9/3/2013

Committee #70 Reese Redevelopment AuthorityPerm./Temp. Board: **P**

	<i>Confidential?</i>	<u>Home</u>	<u>Business</u>	<i>Reappt Elig.</i>
SPAG				
Pierce Mr. Tim	Y		South Plains Association of G P.O. Box 3730 Lubbock TX 79452 (806) 762-8721	Curr: <input type="text"/> - <input type="text"/> 2nd: - 1st: - Fax: (806) 765-9544
	Y			Y
<i>E-mail</i> tpierce@spag.org			CELL	
CITY				
Tye Mr. John	Y	Box 38 Plainvie TX 79073	Bigham Brothers, Inc. PO Box 3338 Lubbock TX 79452 (806) 293-8244	Curr: <input type="text"/> 9/30/2009 - <input type="text"/> 9/30/2013 2nd: - 1st: 10/1/2005 - 9/30/2009 Fax: (806) 293-2875
	Y			N
<i>E-mail</i> johntye@bighambrothers.com			CELL	

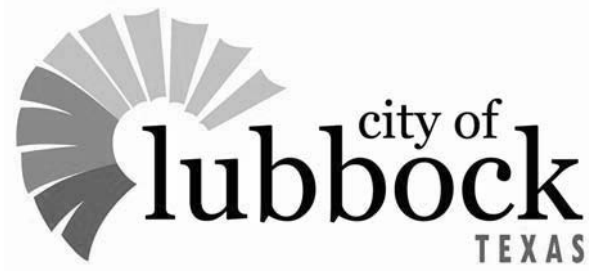
Chair/Pres: John Tye	Staff Liaison: Quincy White
Vice Chair/V.P.: Joe May	Term: 4 Years
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Last Update: 9/3/2013



**CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
August 1, 2013
1:00 P. M.**

The City Council of the City of Lubbock, Texas met in special session on the 1st of August, 2013, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 1:00 p. m.

**1:00 P.M. CITY COUNCIL CONVENED
City Council Chambers, 1625 13th Street, Lubbock, Texas**

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

1. 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 if the item indicates to the public the action to be taken.

1. 1. Discussion of the Proposed FY 2013-14 Operating Budget and Capital Program; and discuss all funds and operations of the City.

Cheryl Brock, Budget Director, gave a presentation on the Proposed FY 2013-14 Operating Budget and Capital Program and answered questions from Council.

Mike Keenum, Storm Water Engineer; James Loomis, Acting City Manager; James Capps, Senior Financial Analyst; Aubrey Spear, Director of Water Resources; Gary Zheng, CEO, Lubbock, Power, & Light; Chad Sales, Electric Utility Financial Analyst; and Chris Sims, Director of Communication and Compliance gave comments and answered questions from Council.

4:15 P.M. CITY COUNCIL ADJOURNED

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
August 8, 2013
3:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 8th of August, 2013, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 3:00 p. m.

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

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

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

- *Executive Session; 2.1-2.2; 2.5 (addressed again following item 3.2); 2.4; 2.3; 2.6; 2.7; Citizen Comments Sign-ups (3.3 - addressed again following item 3.2); Citizen Comments (3.1-3.2); 2.5; Sign-ups continued (3.3); 4.1; 5.1.1-5.2.1; 5.4-5.5; 5.7-5.11; 5.13-5.15; 5.17-5.26; 5.1; 5.3; 5.6; 5.12; 5.16; 6.1-6.17; and 7.1-7.3.*

1. Executive Session

The meeting was called into a closed public session at 3:00 p.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 6:15 p.m.

1. 1. Hold an executive session in accordance with Vernon's Texas Codes Annotated (V.T.C.A.) Government Code, Section 551.071, to discuss pending or contemplated litigation or settlement agreement, and hold a consultation with attorney.
 1. 1. 1. Statement of Intent filed by Atmos Energy Corporation on February 7, 2012, to increase gas utility rates within the incorporated areas serviced by Atmos Energy Corporation, West Texas, including but not limited to, the City's ongoing appeal and all related options thereof.
 1. 1. 2. Delinquent Hotel Occupancy Tax.
 1. 1. 3. Omni Building located 1208 14th Street.
 1. 1. 4. City Treasurer.
 1. 1. 5. Discuss former City Manager Lee Ann Dumbauld's termination of employment from the City of Lubbock.
 1. 1. 6. Cause No. 2013-507845, David E. Smith v. The City of Lubbock.

1. 1. 7. Concerning the bylaws of Market Lubbock Development Corporation and the proposed amendments thereto.
1. 2. Hold an 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. 2. 1. Omni Building located 1208 14th Street.
1. 3. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074, to discuss personnel matters and take appropriate action.
1. 3. 1. City Attorney
1. 3. 2. City Manager
1. 3. 3. City Secretary
1. 3. 4. City Treasurer
1. 3. 5. Discuss former City Manager Lee Ann Dumbauld's termination of employment from the City of Lubbock.

6:15 CITY COUNCIL RECONVENED
Council Chambers

2. Proclamations and Presentations

2. 1. Invocation by Chaplain Ben Todd, Covenant Hospital.

Chaplain Ben Todd, Covenant Hospital, led the invocation.

2. 2. Pledges of Allegiance.

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

2. 3. Presentation of a special recognition to Bill Meadors for his lifelong contributions to literacy and education in Lubbock.

Council Member Todd R. Klein presented a special recognition to Bill Meadors for his lifelong contributions to literacy and education in Lubbock. Mr. Meadors appeared to accept the recognition and gave comments on the importance of libraries.

2. 4. Presentation of a special recognition of National Health Center Week August 11-17, 2013.

Council Member Floyd Price presented a special recognition to the Larry Combest Community Health and Wellness Center for National Health Center Week, August 11-17, 2013. Dr. Linda McMurray, Executive Director of the Larry Combest Community Health and Wellness Center, gave comments on the importance of health and wellness checks and gave thanks to the Council.

2. 5. Presentation of a special recognition to Citibus employee, Steve Cortez, for his lifesaving efforts on June 26, 2013.

Mayor Pro Tem Karen Gibson presented a special recognition to Citibus employee, Steve Cortez, for his lifesaving efforts on June 26, 2013. Mr. Cortez appeared to accept the recognition.

2. 6. Presentation of a special recognition to Dr. Robert Carr for a lifetime of service to Lubbock and the medical community.

Council Member Latrelle Joy presented a special recognition to Dr. Robert Carr for a lifetime of service to Lubbock and the medical community. Dr. Carr gave comments about his love and appreciation for Lubbock.

2. 7. Presentation of a special recognition for National 811 Day.

Council Member Latrelle Joy presented a special recognition for National 811 Day. Marinda Heinrich, with Atmos Energy, gave comments about the awareness of underground excavation and safe digging practices, and gave thanks to the Council for the recognition.

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

3. 1. Judy Sanders will appear before the City Council to discuss Lubbock Power & Light.

Judy Sanders appeared before Council to discuss LP&L billing issues and in opposition of the rate increase.

3. 2. Bill Curnow will appear before the City Council to discuss Lubbock Power & Light.

Bill Curnow appeared before Council to discuss LP&L billing issues and electric rates.

3. 3. **Sign-ups:**

- James Arnold appeared before Council to speak in favor of economic development and growth through annexations.
- Gwen Reyna, Brandi Langston, Lana Moore, Jama Maritt, Betty Griffis, Joyce Sparkman, Tom Wagner, and Burley Owen appeared before Council to discuss LP&L billing issues and in opposition of the rate increase.
- Maurice Stanley appeared to speak in opposition of items 6.1 (for annexation from Real Property Resources and KPA Ministries, Inc.) and 6.2 (for annexation from Ford Development Corporation).
- Deanne Clark appeared before Council to discuss LP&L billing issues and financial concerns with North and East Lubbock.
- Mikel Ward appeared before Council to speak about LP&L rates, tax rates, and financial

concerns with Economic Development.

- Leo Padgett appeared before Council to discuss LP&L and other various city issues.

4. Minutes

4. 1. July 11, 2013 Regular City Council Meeting
July 15, 2013 Special City Council Meeting (Personnel Matters)

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Todd R. Klein to approve the July 11, 2013 Regular City Council Meeting minutes; and the July 15, 2013 Special City Council Meeting (Personnel Matters) minutes.

Vote: 7 - 0 Motion carried

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

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve items 5.1.1-5.2.1; 5.4-5.5; 5.7-5.11; 5.13-5.15; and 5.17-5.26.

Vote: 7 - 0 Motion carried

5. 1. **Budget Ordinance Amendment 2nd Reading - Finance** : Ordinance No. 2013-O0071, Amendment 26, amending the adopted FY 2012-13 budget respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG).

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Floyd Price to approve Ordinance No. 2013-O0071.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (RECUSE)

5. 1. 1. **Contract Resolution - Community Development:** Resolution 2013-R0240 authorizing the Mayor to execute contract 11302 an Amendment to a contract and all related documents with Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG) to provide assistance to reduce poverty, revitalize low-income communities, and empower low-income families and individuals to become self-sufficient.
5. 2. **Budget Ordinance 1st Reading - Airport:** Ordinance No. 2013-O0074, Amendment 27, amending the adopted FY 2012-13 budget respecting the Airport Capital Project Fund by amending Capital Improvement Project 92284, Runway 17R/35L Rehab Construction.
5. 2. 1. **Resolution - Aviation:** Resolution No. 2013-R0241 authorizing the Mayor to accept a Federal Aviation Administration (FAA) Grant Agreement of \$1,750,954 from the FAA for funding the Lubbock Airport (LBB) Runway 17R-35L Phase I Relocate Perimeter Road Project.
5. 3. **Ordinance 2nd Reading - Public Works Traffic Engineering** :Ordinance No. 2013-O0070 amending Section 20.05.103 of the Code of Ordinances of the City of Lubbock with regard to the establishment of school zones.

Motion by Council Member Todd R. Klein, seconded by Council Member Latrelle Joy to approve Ordinance No. 2013-O0070.

Vote: 7 - 0 Motion carried

5. 4. **Contract Resolution – Public Works Engineering** : Resolution No. 2013-R0242 authorizing the Mayor to execute contract 11166 a professional services agreement with Freese and Nichols Inc., for the preliminary design of the Southeast Water Reclamation Plant (SEWRP) emergency generator and switch gear project, RFQ 13-11166-DT.
5. 5. **Contract Resolution – Public Works Engineering** : Resolution No. 2013-R0243 authorizing the Mayor to execute amendment 1 to contract 10605 with Freese & Nichols, Inc. for engineering services associated with the design of pump station emergency generator project.
5. 6. **Contract Resolution – Public Works Engineering** : Resolution No. 2013-R0262 authorizing the Mayor to execute contract 11198 a Professional Services Agreement with Lockwood, Andrews & Newnam, Inc. for the Canyon Lakes Sanitary Sewer Interceptor (CLSSI) rehabilitation project, RFQ 13-11198-MA.

Keith Smith, Public Works Director, gave comments and answered questions from Council.

Motion by Council Member Floyd Price, seconded by Council Member Jim Gerlt to approve Resolution No. 2013-R0262.

Vote: 7 - 0 Motion carried

5. 7. **Resolution - Public Works Engineering:** Resolution No. 2013-R0244 authorizing the Mayor to execute change order 1 to contract 10284 with Utility Contractors of America, Inc., for the Northwest Lubbock Drainage Improvements Phase 1 Project.
5. 8. **Contract Resolution – Public Works Street Department** : Resolution No.'s 2013-R0245, 2013-R0246, and 2013-R0247 authorizing the Mayor to execute contract 11461 with Commercial Concrete, contract 11372 with Allen Butler Construction, Inc., and contract 11460 with Highland Concrete for a concrete materials, ITB 13-11372-DG.
5. 9. **Contract Resolution - Public Works Wastewater Utility** : Resolution No. 2013-R0248 authorizing the Mayor to execute a purchase order contract with BWI Dallas/Ft. Worth for beardless triticale seed, ITB 13-11389-CP.
5. 10. **Resolution - Public Works Wastewater Utility:** Resolution No. 2013-R0249 authorizing the Mayor to execute contract 11410 with Mesa Pivot Irrigation for center pivot replacements services, ITB 13-11410-DG.
5. 11. **Resolution - Right-of-Way** : Resolution No. 2013-R0250 authorizing the Mayor to execute a street-use-license renewal with E.N.M.R. Telephone Cooperative, to use for subsurface communications cable.
5. 12. **Contract Resolution - Information Technology** : Resolution No. 2013-R0263 authorizing the Mayor to execute purchase order contract 33000392 with Dell Marketing LP for the purchase of desktop computers, monitors and laptop computers.

Mark Yearwood, Assistant City Manager, gave comments and answered questions from Council.

Motion by Council Member Floyd Price, seconded by Council Member Todd R. Klein to approve Resolution No. 2013-R0263.

Vote: 7 - 0 Motion carried

- 5. 13. **Resolution - Facilities:** Resolution No. 2013-R0251 authorizing the Mayor to execute contract 11419 with Mary Crites, AIA, for professional services agreement for the renovations of the Landwer House located in Buddy Holly Park.
- 5. 14. **Resolution - Facilities:** Resolution No. 2013-R0252 authorizing the Mayor to execute contract 11434 with ARMKO Industries for professional services relating to building envelope evaluations of various facilities.
- 5. 15. **Contract Resolution - Solid Waste:** Resolution No. 2013-R0253 authorizing the Mayor to execute contract 11371 with NetServices, LLC, for installation of litter fence and additional netting panels at the West Texas Region Disposal Facility - Phase 4, ITB 13-11371-TL.
- 5. 16. **Resolution - Economic Development:** Consider a resolution approving the amended and restated bylaws of Market Lubbock Economic Development Corporation.

This item failed.

Motion by Council Member Jim Gerlt, seconded by Council Member Todd R. Klein to approve this item.

Vote: 0 - 7 Failed

NAY: Mayor Glen C. Robertson
Mayor Pro Tem Karen Gibson
Council Member Jim Gerlt
Council Member Victor Hernandez
Council Member Latrelle Joy
Council Member Todd R. Klein
Council Member Floyd Price

- 5. 17. **Contract Resolution - Transit :** Resolution No. 2013-R0254 authorizing the Mayor to execute an amendment to a Texas Department of Transportation (TxDOT) Section 5304 Grant, contract 10965, for the Citibus fixed route study.
- 5. 18. **Contract Resolution - Transit:** Resolution No. 2013-R0255 authorizing the Mayor to execute an amendment to contract 9733, a Texas Department of Transportation (TxDOT) Section 5311(f) grant, for renovation/expansion of the Downtown Transfer Plaza.
- 5. 19. **Resolution - Transit :** Resolution No. 2013-R0256 authorizing the Mayor to execute purchase order contract 27106962 with Urban Transportation Associates (UTA), for the purchase of an automatic passenger counter system, RFP 13-11363-DG.
- 5. 20. **Contract Resolution - Transit:** Resolution No. 2013-R0257 authorizing the Mayor to execute purchase order contract 27106858 with Reeder Distributors, Inc., for the purchase of hydraulic heavy duty wheel lifts, ITB 13-11261-DG.

- 5. 21. **Resolution - Aviation:** Resolution No. 2013-R0258 authorizing the Mayor to approve amendment 12 to the Architectural and Engineering Agreement 9002 between the City and Parkhill Smith & Cooper, Inc., for LBB Runway 17R-35L Phase 1 Relocate Perimeter Road Project at Lubbock Preston Smith International Airport.
- 5. 22. **Contract Resolution - Aviation:** Resolution No. 2013-R0259 authorizing the Mayor to execute contract 11290 for Lubbock Preston Smith International Airport Runway 17R-35L Phase 1 Relocate Perimeter Road Project, with West Texas Paving, Inc. ITB-13-11290-DT.
- 5. 23. **Contract Resolution – Police Department:** Resolution No. 2013-R0260 authorizing the Mayor to execute contract 11413 with Bailey’s House of Guns, Inc. for duty and training ammunition, ITB 13-11413-TL.
- 5. 24. **Ordinance 2nd Reading - Planning :** Zone Case 3116-B, Ordinance No. 2013-O0072: a request of Hugo Reed and Associates, Inc. (for FP Investors I, LLC) for a zoning change from A-2 to GO on 7.1 acres of unplatted land out of Block AK, Section 4 (130th Street at the intersections of Memphis Avenue and Norfolk Avenue).
- 5. 25. **Ordinance 2nd Reading - Planning :** Zone Case 2508-K, Ordinance No. 2013-O0073: a request of AMD Engineering, LLC (for Lubbock Land Company, LLC) for a zoning change from R-1 Specific Use to R-1 Specific Use for townhomes on 4.95 acres of unplatted land out of Block E-2, Section 20 (113th Street and Boston Avenue).
- 5. 26. **Resolution - City Secretary:** Resolutoin No. 2013-R0261 authorizing a joint election with other eligible governmental units in Lubbock County, and authorizing the Mayor to execute a contract for services with Lubbock County and the eligible governmental units for said joint election.

6. Regular Agenda

- 6. 1. **Public Hearing 6:30 p.m. - Planning :** Ordinance No. 2013-O0075 for annexation from Real Property Resources and KPA Ministries, Inc. to annex a parcel approximately 80 acres adjacent to the City limits north of 130th Street (FM 1585) east of Flint Avenue.

Mike Kemp, Fire Chief; and Drew Paxton, Director of Planning, gave comments and answered questions from Council.

Mayor Robertson opened the public hearing at 8:04 p.m.

Maurice Stanley and Darrell Vines appeared to speak in opposition.

Ron Betenbough appeared to speak in favor.

Mayor Robertson closed the public hearing at 8:09 p.m.

Motion by Council Member Todd R. Klein, seconded by Council Member Jim Gerlt to approve Ordinance No. 2013-O0075.

Vote: 6 - 1 Motion carried

NAY: Council Member Victor Hernandez

- 6. 2. Public Hearing 6:30 p.m. - Planning :** Ordinance No. 2013-O0076 for annexation from Ford Development Corporation to annex a parcel approximately 76 acres adjacent to the City limits one-half mile south of 130th Street (FM 1585) east of Quaker Avenue.

Mike Kemp, Fire Chief, gave comments and answered questions from Council.

Mayor Robertson opened the public hearing at 8:45 p.m.

Maurice Stanley, Darrell Vines, Margie Jefferson, and Tom Wagner appeared to speak in opposition.

Rex Robertson, President of Ford Development, appeared to speak in favor.

Mayor Robertson closed the public hearing at 9:00 p.m.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Todd R. Klein to approve Ordinance No. 2013-O0076.

Vote: 5 - 2 Motion carried

NAY: Council Member Victor Hernandez
Council Member Latrelle Joy

- 6. 3. Public Hearing at 6:30 p.m. - Finance:** Hold a public hearing to consider an Ordinance to levy the 2013 assessment for the North Overton Public Improvement District, the boundary of which includes a portion of the area between Fourth Street on the north, Avenue Q to the east, Broadway on the south, and University Avenue to the west.

Public hearing only. No action was taken on this item .

Cheryl Brock, Budget Director, gave comments and answered questions from Council.

Mayor Robertson opened the public hearing at 9:10 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 9:10 p.m.

- 6. 4. Ordinance 1st Reading - Finance:** Ordinance No. 2013-O0077 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; 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 2013-14.

Cheryl Brock, Budget Director, gave comments and answered questions from Council.

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to approve Ordinance No. 2013-O0077.

Vote: 7 - 0 Motion carried

- 6. 5. Public Hearing at 6:30 p.m. - Finance :** Hold a public hearing to consider an Ordinance to levy the 2013 assessment for the North Point Public Improvement District, the boundary of which includes the area between Erskine and Ursuline, and between North Quaker to a line east of Frankford.
- Public hearing only. No action was taken on this item .**
- Cheryl Brock, Budget Director; Linda Chamales, Assistant City Attorney; and Sam Medina, City Attorney, gave comments and answered questions from Council.
- Mayor Robertson opened the public hearing at 9:13 p.m.
- David Baker appeared to speak in favor.
- Brandi Langston appeared to speak in opposition.
- Mayor Robertson closed the public hearing at 9:16 p.m.
- 6. 6. Ordinance 1st Reading - Finance:** Ordinance No. 2013-O0078 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 2013-14.
- Cheryl Brock, Budget Director; and Linda Chamales, Assistant City Attorney, gave comments and answered questions from Council.
- Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to approve Ordinance No. 2013-O0078.
- Vote:** 7 - 0 Motion carried
- 6. 7. Public Hearing at 6:30 p.m. - Finance :** Hold a public hearing to consider an Ordinance to levy the 2013 assessment for the Quincy Park Public Improvement District, the boundary of which includes the area bounded by portions of 88th and 89th Street on the north, Upland Avenue on the west, 98th Street on the south, and Quincy Avenue on the east.
- Cheryl Brock, Budget Director; and Linda Chamales, Assistant City Attorney, gave comments and answered questions from Council.
- Public hearing only. No action was taken on this item.**
- Mayor Robertson opened the public hearing at 9:51 p.m.
- William Sanders and Christel Jasinski appeared to speak in opposition.
- No one appeared to speak in favor.
- Mayor Robertson closed the public hearing at 9:55 p.m.
- 6. 8. Ordinance 1st Reading - Finance:** Ordinance No. 2013-O0079 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; 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 2013-14.

Cheryl Brock, Budget Director; Linda Chamales, Assistant City Attorney; Sam Medina, City Attorney; and William Sanders, citizen, gave comments and answered questions from Council.

Motion by Council Member Floyd Price, seconded by Council Member Todd R. Klein to approve Ordinance No. 2013-O0079.

Vote: 7 - 0 Motion carried

- 6. 9. Public Hearing 6:30 p.m. - Finance:** Hold a public hearing to consider the 2013 assessment rate for the Valencia Public Improvement District (PID), generally bounded by 85th Street on the north, 88th Place on the south, Iola Avenue on the east, and Milwaukee Avenue on the west.

Public hearing only. No action was taken on this item.

Mayor Robertson opened the public hearing at 10:25 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 10:25 p.m.

- 6. 10. Ordinance 1st Reading - Finance:** Ordinance No. 2013-O0080 reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Valencia Public Improvement District; approving, adopting, and filing with the City Secretary the Assessment Roll; closing the hearing and levying assessments based on the Service Plan for the cost of certain services and/or improvements to be provided in the PID during FY 2013-14.

Motion by Council Member Jim Gerlt, seconded by Council Member Todd R. Klein to approve Ordinance No. 2013-O0080.

Vote: 7 - 0 Motion carried

- 6. 11. Resolution - Finance:** Resolution No. 2013-R0264 concerning property tax rates and impact it may have on City operations, the FY 2013-14 Operating Budget and Capital Program and consideration of a resolution adopting a proposed tax rate that will result in additional revenues as outlined in Section 26.05 (d) of the Tax Code of the State of Texas, and setting the dates for public hearings to discuss the proposed tax rate.

Cheryl Brock, Budget Director; and Sam Medina, City Attorney, gave comments and answered questions from Council.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Floyd Price to approve Resolution No. 2013-R0264.

Vote: 5 - 2 Motion carried

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

- 6. 12. Resolution - Police Department :** Resolution No. 2013-R0265 either abolishing, continuing, or modifying the City of Lubbock Juvenile Curfew Ordinance, and authorizing and directing the Police Chief to take necessary actions in regards to this decision.

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Karen Gibson to approve Resolution No. 2013-R0265, continuing the City of Lubbock Juvenile Curfew Ordinance.

Vote: 7 - 0 Motion carried

6. 13. **Resolution - Lubbock Power & Light:** Resolution No. 2013-R0266 to amend the current electric tariff and rate structure of Lubbock Power & Light with respect to fees assessed in connection with agreed payment plans.

Motion by Council Member Todd R. Klein, seconded by Council Member Latrelle Joy to approve Resolution No. 2013-R0266 with an amendment to read as follows:

- to suspend the \$30 fee associated with a payment plan for 90 days and to make said suspension retroactive to June 1, 2013.

Vote: 7 - 0 Motion carried

6. 14. **Resolution - City Attorney:** Resolution No. 2013-R0267 authorizing the Mayor to execute an Agreement with Lee Ann Dumbauld, former City Manager, pertaining to her termination from employment with the City of Lubbock and her Severance Agreement.

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

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to approve Resolution No. 2013-R0267.

Vote: 7 - 0 Motion carried

6. 15. **Councilwoman Joy:** Discuss and take action on issues related to the evaluation of the City Manager, City Attorney and City Secretary, including but not limited to the process, form and method of such evaluation.

Motion by Council Member Latrelle Joy, seconded by Council Member Jim Gerlt to move that the City Attorney and the City Secretary be evaluated, in writing, commencing September 1, 2013 with said evaluations to be completed by November 1, 2013, and that subsequently, the City Manager, City Attorney, and City Secretary be evaluated annually, commencing February 1 of each year with said evaluations to be completed by April 1 of that year, pursuant to written evaluation forms to be drafted by the City Council.

Vote: 7 - 0 Motion carried

6. 16. **Board Appointments - City Secretary :** Consider 15 appointments to the Citizen Advisory Committee 2014, as per Resolution 2013-R0189.

Citizen Advisory Committee: Appointments were made as follows:

Mayor position: Trey Strong, Norman Allen, and Barry Orr

District 1 position: Jason Hodges and Maggie Trejo

District 2 position: Bill Bates and Tina Betts

District 3 position: Maurice Stanley and Jay Leeson

District 4 position: Nettie Edwards and Dr. Fred Hardin

District 5 position: Donna Walz and David Lloyd

District 6 position: Wendell Howard and Phebe Ellis-Roach

6. 17. **Board Appointments - City Secretary :** Appoint the Chair, or Co-Chairs, to the Citizen Advisory Committee 2014, as per Resolution 2013-R0189.

Barry Orr and Norman Allen were appointed by Mayor Robertson as Co-Chairs to the Citizen Advisory Committee 2014.

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 if the item indicates to the public the action to be taken.

7. 1. Presentation by Human Resources. The City Council will discuss and take action concerning options, methods, search options, job requirements, time lines, and procedures in the hiring of a City Manager for the City of Lubbock.

Leisa Hutcheson, Director of Human Resources, gave a presentation concerning options, methods, search options, job requirements, time lines, and procedures in the hiring of a City Manager for the City of Lubbock. Quincy White, Assistant City Manager, gave comments and answered questions from Council.

There was consensus among the Council to bring this item back at the August 22, 2013 Regular City Council Meeting.

7. 2. Quarterly presentation and related discussion on financial and other activities of or by the following entities, pursuant to Resolution 2013-R0086.

7. 2. 1. Lubbock Power and Light (LP&L).

Gail Kring, Electric Utility Board Chairman, gave a quarterly presentation regarding Lubbock, Power, & Light's finances and other activities.

Chris Sims, LP&L Director of Communication and Compliance; Dale Stephens, LP&L Director of Transmission and Distribution; Chad Sales, Electric Utility Financial Analyst; Dana Box, LP&L Customer Service Manager; and Damien Pantoya, Financial Director, Electric Utilities, gave comments and answered questions from Council.

7. 3. Consider and give direction to the City Manager respecting modeling options in connection with water volume rates, water base rates, and storm water fees for the purposes of, and in assistance to, the preparation of a preliminary budget proposal to the City Council.

Cheryl Brock, Budget Director; and James Capps, Senior Financial Analyst, gave comments and answered questions from Council.

There was consensus among the Council to have no increase for storm water fees for the preliminary budget proposal to the City Council.

11:46 P.M. CITY COUNCIL ADJOURNED

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
August 8, 2013
1:00 P. M.

The City Council of the City of Lubbock, Texas met in special session on the 8th of August, 2013, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 1:00 p. m.

1:00 P.M. CITY COUNCIL CONVENED
City Council Chambers, 1625 13th Street, Lubbock, Texas

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

1. 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 if the item indicates to the public the action to be taken.

1. 1. Discussion of the Proposed FY 2013-14 Operating Budget and Capital Program; and discuss all funds and operations of the City.

Cheryl Brock, Budget Director, presented items regarding the Proposed FY 2013-14 Operating Budget and Capital Program and answered questions from Council.

Sam Medina, City Attorney; Mark Yearwood, Assistant City Manager; Jane Clausen, Libraries Director; Randy Truesdell, Director of Parks and Recreation; Scott Snider, Assistant City Manager; Beckie Brawley, Public Health Coordinator; Quincy White, Assistant City Manager; George Torres, Director of Animal Services; Wes Everett, Director of Facilities Management; and Roger Ellis, Police Chief, gave comments and answered questions from Council.

2:45 P.M. CITY COUNCIL ADJOURNED

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
August 11, 2013
2:00 P. M.

The City Council of the City of Lubbock, Texas met in special session on the 11th of August, 2013, at the Silent Wings Museum, 6202 Interstate 27 Frontage Road, Lubbock, Texas at 2:00 p. m.

2:00 P.M. CITY COUNCIL CONVENED

Silent Wings Museum, 6202 Interstate 27 Frontage Road, Lubbock, Texas

Present: Mayor Pro Tem Karen Gibson; Council Member Jim Gerlt; Council Member Todd R. Klein; Council Member Floyd Price; Acting City Manager James Loomis; City Secretary Rebecca Garza;

Absent: Mayor Glen C. Robertson; Council Member Victor Hernandez; Council Member Latrelle Joy;

1. Regular Agenda

1. 1. 2:00 P.M. - Afternoon Ceremony

1. 1. 1. Welcome

Dr. Donald Abbe, Master of Ceremony, gave welcome remarks to those in attendance and introduced Chaplain Paul Miller, who led the invocation.

1. 1. 2. Presentation of Colors and Pledge of Allegiance

The Colors were presented, and the Pledge of Allegiance was given by those in attendance.

1. 1. 3. Mayor Proclamation

Mayor Pro Tem Karen Gibson read a proclamation honoring the Spirit of '45 Day.

1. 1. 4. Wreath Laying and Flag Folding

A wreath was laid and the United States flag was folded to honor the Spirit of 45' Day. A moment of silence was then held to honor those who lost their lives.

1. 1. 5. Bugler and Taps

1. 1. 6. Closing Remarks

Dr. Donald Abbe gave closing remarks and thanked those in attendance.

1. 2. Light Refreshments will be served in the Silent Wings Museum Hangar Gallery, and the documentary *Honor Flight* will show in the Silent Wings Museum Theater.

Refreshments were served and the documentary *Honor Flight* was shown in the Silent Wings Museum Theater.

2:25 P.M. CITY COUNCIL ADJOURNED

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
August 15, 2013
2:30 P. M.

The City Council of the City of Lubbock, Texas met in special session on the 15th of August, 2013, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 2:30 p.m.

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

Present: Mayor Glen C. Robertson; Mayor Pro Tem Karen Gibson; Council Member Jim Gerlt; Council Member Victor Hernandez; Council Member Latrelle Joy; Council Member Todd R. Klein; Council Member Floyd Price; Acting City Manager James Loomis; City Attorney Sam Medina; Assistant to the City Secretary Jennifer Clements

1. 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.

1. 1. Discussion of the Proposed FY 2013-14 Operating Budget and Capital Program; and discuss all funds and operations of the City.

Cheryl Brock, Budget Director, presented portions of the proposed FY 2013-14 Operating Budget and Capital Program and answered questions from Council.

Robert Taylor, Central Business District Tax Increment Finance Board Chairman, gave a presentation regarding the board's future plans and answered questions from Council. John Osborne, CEO, Lubbock Economic Development Alliance, gave a presentation regarding LEDA and Market Lubbock, Inc.'s budget and answered questions from Council. Sam Medina, City Attorney, gave a presentation regarding the City Attorney's Office budget and answered questions from Council.

Mark Yearwood, Assistant City Manager; Quincy White, Assistant City Manager; and Wood Franklin, City Engineer gave comments and answered questions from Council.

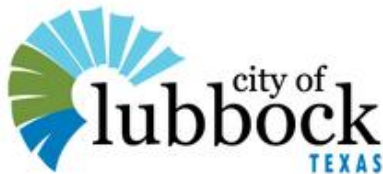
4:54 P.M. CITY COUNCIL ADJOURNED

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary



Regular City Council Meeting

5. 1.

Meeting Date: 09/10/2013

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Amendment 28 amending the FY 2012-13 budget for municipal purposes 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; accept and appropriate funding from the Texas Department of Transportation (TXDOT) for the Teaching Kids to be Street Smart Program Grant; accept and appropriate funding from the Department of Justice (DOJ) for the FY 13 Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and accept and appropriate funding from the Texas Department of State Health Services (DSHS) for the Immunization Branch - Locals (Immunization) Grant, the Public Health Emergency Preparedness Services (PHEP) Grant, the Regional and Local Services Section/Local Public Health System (RLSS/LPHS) Grant, and the Syphilis Elimination Texas - Lubbock County (STD) Grant.

Item Summary

- I. Accept and appropriate an additional \$100,452 from the TDHCA for the CEAP grant, for a total appropriation of \$1,115,754.
- II. Accept and appropriate \$31,781 from TXDOT for the Teaching Kids to be Street Smart grant. The local cash match of \$24,594 has been appropriated in the FY 2012-13 Operating Budget for the Outdoor Recreation cost center.
- III. Accept and appropriate \$160,583 from the DOJ for the FY 13 Edward Byrne Memorial JAG Program.
- IV. Accept and appropriate \$232,115 from the Texas DSHS for the Immunization Grant.
- V. Accept and appropriate \$250,632 for the PHEP Grant.
- VI. Accept and appropriate \$87,645 for the RLSS/LPHS Grant.
- VII. Accept and appropriate \$100,000 for the STD Grant.

Fiscal Impact

Included in item summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Budget Amendment 28

Grant Detail Sheet - CD CEAP

Grant Detail Sheet - Parks Safety City

Grant Detail Sheet - Police JAG

Grant Detail Sheet - Health Immunization Branch

Grant Detail Sheet - Health PHEP

Grant Detail Sheet - Health RLSS

Grant Detail Sheet - Health STD

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2012-13 BUDGET FOR MUNICIPAL PURPOSES 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; ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE TEACHING KIDS TO BE STREET SMART PROGRAM GRANT; ACCEPT AND APPROPRIATE FUNDING FROM THE DEPARTMENT OF JUSTICE (DOJ) FOR THE FY 13 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM; AND ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS) FOR THE IMMUNIZATION BRANCH – LOCALS (IMMUNIZATION) GRANT, THE PUBLIC HEALTH EMERGENCY PREPAREDNESS SERVICES (PHEP) GRANT, THE REGIONAL AND LOCAL SERVICES SECTION/LOCAL PUBLIC HEALTH SYSTEM (RLSS/LPHS) GRANT, AND THE SYPHILIS ELIMINATION TEXAS – LUBBOCK COUNTY (STD) GRANT; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

WHEREAS, the City Council deems it advisable to change the FY 2012-13 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 2012-13 (Budget Amendment #28) for municipal purposes, as follows:

- I. Accept and appropriate an additional \$100,452 from the TDHCA for the CEAP grant, for a total appropriation of \$1,115,754.
- II. Accept and appropriate \$31,781 from TXDOT for the Teaching Kids to be Street Smart grant.
- III. Accept and appropriate \$160,583 from the DOJ for the FY 13 Edward Byrne Memorial JAG Program.

- IV. Accept and appropriate \$232,115 from the Texas DSHS for the Immunization Grant.
- V. Accept and appropriate \$250,632 for the PHEP Grant.
- VI. Accept and appropriate \$87,645 for the RLSS/LPHS Grant.
- VII. Accept and appropriate \$100,000 for the STD Grant.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

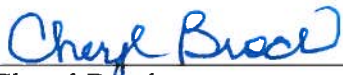
Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:



Amy Sims
Assistant City Attorney

ccdocs/BudgetFY1213.Amend28.ord

**City of Lubbock, TX
Grant Amendment
Existing Grant - Budget Detail
September 10, 2013**

Administrative Information:

City Assigned Grant Number:	82051
Grant Name:	Comprehensive Energy Assistance Program
Grant Effective Date:	1/1/2013-12/31/2013
Grant Provider/Agency:	Texas Department of Housing and Community Affairs
Original Appropriation Date:	1/31/2013
Original Appropriation-Budget Ordinance:	
Original Grant Acceptance-Resolution:	2013-R0056

Personnel Information:

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

Title of Position	Annual Salary	Annual Benefits	Grant	Other Grant	General Fund
Program Specialist	\$ 39,815	21,393	12,125	49,083	-
Account Analyst	58,923	26,668	5,375	80,216	-
Administrative Assistant	23,417	16,247	6,090	33,574	-
CD Director & Citibus Liaison	67,340	33,380	5,926	94,794	-
CD Contract Coordinator	55,000	25,760	9,950	70,810	-
Total	\$ 244,495	123,448	39,466	328,477	-

Budget Information:

	2/14/2013 Award Amount	Amendment Amount	Total Award Amount
Grant Amendment Detail			
Salaries	\$ 26,260	-	26,260
Benefits	13,206	-	13,206
Travel	1,200	-	1,200
ComDev Household Crisis H/C	100,000	-	100,000
Lutheran Social Services			
Household Crisis Utility Assistance	100,000	42,595	142,595
Utility Assistance Component	456,572	45,000	501,572
Admin and Operations	50,091	12,857	62,948
LIFE Run Centers			
Utility Assistance Component	245,847	-	245,847
Admin and Operations	22,126	-	22,126
Total Amendment	\$ 1,015,302	\$ 100,452	1,115,754

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
September 10, 2013

Administrative Information:

Grant Name:	Safety City - Teaching Kids to Be Street
Grant Effective Date:	<u>10/01/2013-09/30/2014</u>
Grant Provider/Agency:	<u>Texas Department of Transportation</u>
Grant Award Amount:	<u>\$ 31,781</u>
Amount City Grant Match:	<u>\$ 24,594</u>
Funding Source of Grant Match:	<u>5227.8003</u>

Personnel Information:

of part-time positions funded w/grant 3

Title of Position	Annual Salary	Annual Benefits	Grant	General Fund
Part-Time Safety City Supervisor	\$ 16,396		16,396	-
Part-Time Asst. Recreation Supervisor	8,462		-	8,462
Part-Time Maintenance Worker	12,376		-	12,376
Total	<u>\$ 37,234</u>	-	<u>16,396</u>	<u>20,838</u>

Budget Information:

Project Detail	Cost
Salaries	\$ 16,396
Supplies	
Office Supplies	1,500
Equipment	3,980
Promotional Items	-
Travel and Training	2,216
Other	7,689
Total Project Amount	<u>\$ 31,781</u>

**City of Lubbock, TX
Grant Award
New Grant - Budget Detail
September 10, 2013**

Administrative Information

City Assigned Grant Number	86065
Grant Name	Justice Assistance Grant (JAG)
Grant Effective Date	10/1/2012 - 9/30/2016
Grant Provider/Agency	United States Department of Justice
Grant Award Amount	\$ 160,583

Budget Information

Project Detail	Cost
COUNTY:	
Digital Evidence Collection Upgrades	\$ 24,087
Property Room Storage Units	56,204
CITY:	
License Plate Reader System	80,292
Total Project Amount	\$ 160,583

**City of Lubbock, TX
Grant Award
New Grant - Budget Detail
September 10, 2013**

Administrative Information:

City Assigned Grant Number: 81098
 Grant Name: Immunization Branch - Locals
 Grant Effective Date: 9/1/2013-8/31/2014
 Grant Provider/Agency: Texas Department of State Health Services

Personnel Information:

of full-time positions funded w/grant 4

Title of Position	Annual Salary	Annual Benefits	Grant	General Fund
Registered Nurse	\$ 57,641	27,413	83,929	1,125
Licensed Vocational Nurse	38,638	22,009	60,647	-
Customer Service Representative	21,558	16,337	37,895	-
ImmTrac/PICS Outreach Specialist	30,253	19,391	49,644	-
Total	\$ 148,090	85,150	232,115	1,125

Budget Information:

Grant Appropriation Detail	Cost
Salaries	
Full-time salary	\$ 146,965
Benefits	85,150
Total Appropriation	\$ 232,115

**City of Lubbock, TX
Grant Award
New Grant - Budget Detail
September 10, 2013**

Administrative Information:

City Assigned Grant Number:	81096
Grant Name:	Public Health Emergency Preparedness
Grant Effective Date:	9/1/2013 - 8/31/2014
Grant Provider/Agency:	Texas Department of State Health Services
Grant Award Amount:	\$ 250,632
Amount City Grant Match:	25,063
Funding Source of Grant Match:	In-kind match

Personnel Information:

Number of full-time positions funded w/grant 3

Title of Position	Annual Salary	Annual Benefits	Grant	General Fund
Public Health Emergency Preparedness Coordinator	\$ 47,305	24,296	71,601	-
Public Health Emergency Preparedness Nurse	52,029	26,722	78,751	-
Strategic National Stockpile Specialist	33,284	17,095	50,379	-
Total	\$132,618	68,113	200,731	-

Budget Information:

	Cost
Grant Appropriation Detail	
Full-time Salary	\$ 132,618
Benefits	68,113
Travel (quarterly grant meetings, emergency management conf., mileage, etc)	6,653
Supplies	
Office supplies	4,750
Training supplies	6,363
Medical supplies	9,595
Equipment	-
Other	
Advertisement to promote awareness	5,250
Sponsored trainings	7,750
Misc (printing, vehicle maintenance, postage, cable, radio charges, etc.)	9,540
Total Appropriation	\$ 250,632

**City of Lubbock, TX
Grant Award
New Grant - Budget Detail
September 10, 2013**

Administrative Information:

City Assigned Grant Number:	81099
Grant Name:	RLSS/Local Public Health System
Grant Effective Date:	9/1/2013-8/31/2014
Grant Provider/Agency:	Texas Department of State Health Services

Personnel Information:

# of full-time positions funded w/grant	1
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Title of Position	Annual Salary	Annual Benefits	Grant	General Fund
Registered Nurse	\$ 70,838	29,606	87,645	12,799

Budget Information:

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

**City of Lubbock, TX
Grant Award
New Grant - Budget Detail
September 10, 2013**

Administrative Information:

City Assigned Grant Number: 81097
 Grant Name: STD Syphilis Elimination Texas-Lubbock County
 Grant Effective Date: 9/1/2013-8/31/2014
 Grant Provider/Agency: Texas Department of State Health Services

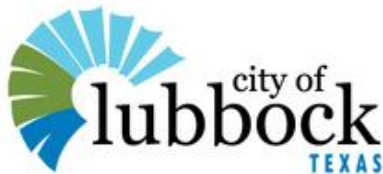
Personnel Information:

of full-time positions funded w/grant 3

Title of Position	Annual Salary	Annual Benefits	Grant	General Fund
Licensed Vocational Nurse	\$ 37,513	20,898	32,150	26,261
Licensed Vocational Nurse	35,307	20,138	35,307	20,138
Medical Technologist	32,543	19,374	32,543	19,374
Total	105,363	60,410	100,000	65,773

Budget Information:

Grant Appropriation Detail	Cost
Salaries	
Full-time salary	<u>\$ 100,000</u>
Total Appropriation	<u><u>\$ 100,000</u></u>



Regular City Council Meeting

5. 2.

Meeting Date: 09/10/2013

Information

Agenda Item

Supplemental Ordinance 1st Reading - Finance: Consider a Supplemental Ordinance supplementing Ordinance No. 2007-00058, 2008-O0079, 2009-O0090, 2010-O0075, 2011-O0082, and 2012-O0104 pursuant to which Assessments were levied on property within Vintage Township Public Improvement District to provide public improvements for the district.

Item Summary

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

Fiscal Impact

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

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Vintage SAP Ordinance

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

Section 1. Findings.

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

Section 2. Annual Service Plan Update and Assessment Roll.

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

Section 3. Effective Date.

This Ordinance shall take effect upon passage and execution hereof.

AND IT IS SO ORDERED.

Passed by the City Council on _____, 2013.

Passed by the City Council on second reading on _____, 2013.

GLEN C. ROBERTSON, MAYOR

ATTEST:

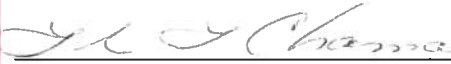
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:



Linda Chamales
Economic Development Attorney

EXHIBIT A

ANNUAL SERVICE PLAN UPDATE AND UPDATED ASSESSMENT ROLL

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

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

August 26, 2013

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

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

A. Introduction

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

A service and assessment plan (the “Service and Assessment Plan”) was approved by the City pursuant to Ordinance No. 2007-00058, as amended by Ordinance No. 2008-00005, identifying the public improvements (the “Improvement Project”) to be provided by the PID, the costs of the Improvement Projects, the indebtedness to be incurred for the Improvement Projects, and the manner of assessing the property in the PID for the costs of the Improvement Projects. The Service and Assessment Plan is to be reviewed and updated annually. Section 372.015 of the PID Act states that the governing body of the municipality shall apportion the cost of an improvement to be assessed against property in an improvement district, and the apportionment shall be made on the basis of special benefits accruing to the property because of the improvement. Section 372.015(d) provides that the amount of assessment for each property owner may be adjusted following the annual review of the service plan. This document is the update of the Service and Assessment Plan for 2013.

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

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

B. Update of the Service Plan

Annual Budget for the Public Improvements

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

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

Table A
Sources and Uses of Funds
Public Improvements

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

Exhibit A

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

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

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

Exhibit A

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

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

Debt Service and Collection Costs

The Annual Installments

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

Pursuant to the Service and Assessment Plan, each Assessment shall bear interest at the rate on the Bonds with a maximum of nine percent per annum commencing with the issuance of the Bonds. The interest rate on the Bonds is 7.375 percent per annum. Accordingly, the interest rate on the Bonds is used to calculate the interest on the Assessments. These payments, the “Annual Installments” of the Assessments, shall be billed by the City in 2013 and will be delinquent on February 1, 2014.

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

Exhibit A

Annual Budget for the Repayment of Indebtedness

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

The budget for the PID to be paid from the collection of Annual Installments for 2013 is shown by Table C.

Table C
Budget for the Annual Installments
To be collected for 2013

	<u>Improvement Project</u> <u>A</u> <u>Series 2008A Bonds²</u>	<u>Improvement Project</u> <u>B</u> <u>Series 2008B Bonds²</u>	<u>Total²</u>
Interest payment on April 1, 2014	\$77,697	\$547	\$78,244
Interest payment on October 1, 2014	\$77,698	\$547	\$78,245
Principal payment on October 1, 2014	\$7,000	\$0	\$7,000
Subtotal Debt Service on Bonds	\$162,395	\$1,094	\$163,489
Annual Collection Costs	\$19,750	\$250	\$20,000
Subtotal Expenses	\$182,145	\$1,344	\$183,489
Available Capitalized Interest Account	\$0	\$0	\$0
Available Collection Costs Account ¹	\$0	\$0	\$0
Subtotal Funds Available	\$0	\$0	\$0
Annual Installment to be Collected	\$182,145	\$1,344	\$183,489

¹ – Available Collection Costs Account balances as of July 31, 2013 are not included in the calculation of the annual installment to be collected as the balance is expected to be used for the payment of collection costs for the remainder of the current assessment year and any remaining balance will be used as contingency for unexpected collection costs.

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

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

1) Annual Installments to be collected from previously subdivided lots

The Assessment Part A per Equivalent Unit for all lots other than the newly subdivided phase three lots is calculated as \$6,373 based on the revised number of units to be developed. The Assessment Part A applicable for each Land Use Class, which is calculated by multiplying the Assessment Part A per Equivalent Unit by the Equivalent Units of each Land Use Class, and the interest on the Assessment due to be collected for 2013 are shown in Table D below.

Exhibit A

Table D
Interest Due on Assessment Part A
To be collected for 2013

Land Use Class	Assessment per EU ¹	EU	Assessment Part A per unit ¹	Assessment Interest Rate	Interest Due per Unit
Land Use Class 1	\$6,373	1.00	\$6,373	7.375%	\$470.01
Land Use Class 2	\$6,373	1.66	\$10,579	7.375%	\$780.21
Land Use Class 3	\$6,373	2.29	\$14,594	7.375%	\$1,076.32

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

The Assessment Part A due for 2013 is \$7,000, which represents the principal amount due on the Series 2008A Bonds on October 1, 2014. The Total Assessment Part A outstanding is shown as \$2,107,041 in Appendix B after the regular principal payment on October 1, 2013. Accordingly, the Assessment Part A due for 2013 is 0.3322 percent of the outstanding Assessment Part A (i.e., $\$7,000 \div \$2,107,041 = 0.3322\%$).

The Assessment Part A due to be collected from each Land Use Class for 2013 is shown in Table E below.

Table E
Assessment Part A Due - To be collected for 2013

Land Use Class	Assessment Part A per unit ¹	Percentage	Assessment Part A Due Per Unit
Land Use Class 1	\$6,373	0.3322%	\$21.17
Land Use Class 2	\$10,579	0.3322%	\$35.15
Land Use Class 3	\$14,594	0.3322%	\$48.48

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

The Annual Collection Costs for the collection of Assessment Part A are estimated to be \$19,750. The total outstanding Assessment Part A is shown as \$2,107,041 in Appendix B. Accordingly, the Annual Collection Costs due for 2013 is 0.9373 percent of the outstanding Assessment Part A (i.e., $\$19,750 \div \$2,107,041 = 0.9373\%$). The Annual Collection Costs to be collected for 2013 is shown in Table F below.

Table F
Annual Collection Costs for Assessment Part A
To be collected for 2013

Land Use Class	Assessment Part A per unit ¹	Percentage	Annual Collection Costs per Unit
Land Use Class 1	\$6,373	0.9373%	\$59.74
Land Use Class 2	\$10,579	0.9373%	\$99.16
Land Use Class 3	\$14,594	0.9373%	\$136.80

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

Exhibit A

In summary, the Annual Installment Part A to be collected for 2013, which includes interest, Assessment Part A and Annual Collection Costs, is shown Table G below.

Table G
Annual Installment Part A
To be collected for 2013

Land Use Class	Interest due per Unit	Assessment Part A due per Unit	Annual Collection Costs Per Unit	Annual Installment Part A per Unit
Land Use Class 1	\$470.01	\$21.17	\$59.74	\$550.92
Land Use Class 2	\$780.21	\$35.15	\$99.16	\$914.52
Land Use Class 3	\$1,076.32	\$48.48	\$136.80	\$1,261.60

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

There is only one Land Use Class 3 lot (Parcel R314865) with outstanding Assessment Part B after the prepayments of Assessment Part B on all remaining lots thorough December 2012. The Assessment Part B on Parcel R314865 is \$14,840. The interest on the Assessment Part B due to be collected for 2013 is shown in Table H below.

Table H
Interest Due on Assessment Part B
To be collected for 2013

Land Use Class	Assessment Part B per unit ¹	Assessment Interest Rate	Interest due per Unit
Land Use Class 3	\$14,840	7.375%	\$1,094.48

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

There is no Assessment Part B due for 2013.

The Annual Collection Costs for the collection of Assessment Part B from Parcel R314865 are estimated to be \$250.

In summary, the Annual Installment Part B to be collected for 2013 from Parcel R318865, which includes the interest due and Annual Collection Costs, is shown Table I below.

Exhibit A

Table I
Annual Installment Part B
To be collected for 2013

Land Use Class	Interest due per Unit	Assessment Part B due per Unit	Annual Collection Costs Per Unit	Annual Installment Part B per Unit
Land Use Class 3	\$1,094.48	\$0	\$250.00	\$1,344.48

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

The Assessment Part A per Equivalent Unit amounts allocated to the newly subdivided lots in phase three was \$6,395 as shown in the Update of the Assessment Roll section of this annual update. This amount is slightly higher than the Assessment Part A and per Equivalent Unit amount of \$6,373 allocated to all previously subdivided lots. As a result, the Annual Installment amounts due from the newly subdivided lots in phase three are calculated separately based on the Assessment amounts allocated to each of these newly subdivided parcels as shown below.

The Assessment Part A per Equivalent Unit for the newly subdivided phase three lots is calculated as \$6,395 as shown in the Update of the Assessment Roll section of this annual update. The Assessment Part A applicable for each Land Use Class, which is calculated by multiplying the Assessment Part A per Equivalent Unit by the Equivalent Units of each Land Use Class, and the interest on the Assessment due to be collected from each of the newly subdivided lots for 2013 are shown in Table J below.

Table J
Interest Due on Assessment Part A – Phase 3 Lots
To be collected for 2013

Land Use Class	Assessment per EU ¹	EU	Assessment Part A per unit ¹	Assessment Interest Rate	Interest Due per Unit
Land Use Class 1	\$6,395	1.00	\$6,395	7.375%	\$471.65
Land Use Class 2	\$6,395	1.66	\$10,616	7.375%	\$782.94
Land Use Class 3	\$6,395	2.29	\$14,645	7.375%	\$1,080.08

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

The Assessment Part A due for 2013 is \$7,000, which represents the principal amount due on the Series 2008A Bonds on October 1, 2014. The Total Assessment Part A outstanding is shown as \$2,107,041 in Appendix B. Accordingly, the Assessment Part A due for 2013 is 0.3322 percent of the outstanding Assessment Part A (i.e., \$7,000 ÷ \$2,107,041 = 0.3322%).

The Assessment Part A due to be collected for 2013 from each of the newly subdivided lots is shown in Table K below.

Exhibit A

Table K
Assessment Part A Due – Phase 3 Lots
To be collected for 2013

Land Use Class	Assessment Part A per unit ¹	Percentage	Assessment Part A Due Per Unit
Land Use Class 1	\$6,395	0.3322%	\$21.25
Land Use Class 2	\$10,616	0.3322%	\$35.27
Land Use Class 3	\$14,645	0.3322%	\$48.65

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

The Annual Collection Costs for the collection of Assessment Part A are estimated to be \$19,750. The total outstanding Assessment Part A is shown as \$2,107,041 in Appendix B. Accordingly, the Annual Collection Costs due for 2013 is 0.9373 percent of the outstanding Assessment Part A (i.e., $\$19,750 \div \$2,107,041 = 0.9373\%$). The Annual Collection Costs to be collected for 2013 from the newly subdivided lots is shown in Table L below.

Table L
Annual Collection Costs for Assessment Part A – Phase 3 Lots
To be collected for 2013

Land Use Class	Assessment Part A per unit ¹	Percentage	Annual Collection Costs per Unit
Land Use Class 1	\$6,395	0.9373%	\$59.94
Land Use Class 2	\$10,616	0.9373%	\$99.51
Land Use Class 3	\$14,645	0.9373%	\$137.27

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

In summary, the Annual Installment Part A to be collected for 2013 from each of the newly subdivided lots, which includes interest, Assessment Part A and Annual Collection Costs, is shown Table M below.

Table M
Annual Installment Part A – Phase 3 Lots
To be collected for 2013

Land Use Class	Interest due per Unit	Assessment Part A due per Unit	Annual Collection Costs Per Unit	Annual Installment Part A per Unit
Land Use Class 1	\$471.65	\$21.25	\$59.94	\$552.84
Land Use Class 2	\$782.94	\$35.27	\$99.51	\$917.72
Land Use Class 3	\$1,080.08	\$48.65	\$137.27	\$1,266.00

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

C. Update of the Assessment Plan

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

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

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

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

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

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

D. Update of the Assessment Roll

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

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

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

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

Exhibit A

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

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel.

B = the Assessment for the Parcel prior to subdivision.

C = the Equivalent Units allocated to each newly subdivided Parcel

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

There have been no additional parcel subdivisions within the PID applicable to the Annual Installments to be collected for 2013.

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

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

Table N
Annual Installment Part A before and after consolidation

Prior to Consolidation			After Consolidation		
Parcel	Assessment Part A	Annual Installment Part A	Parcel	Assessment Part A	Annual Installment Part A
R318307	\$6,395	\$552.84			
R318308	\$6,395	\$552.84	R318307	\$12,790	\$1,105.68
R318313	\$6,395	\$552.84			
R318314	\$6,395	\$552.84	R318314	\$12,790	\$1,105.68
Total	\$25,581	\$2,211.36	Total	\$25,581	\$2,211.36

As shown in Table M, the Annual Installment Part A due from each newly subdivided Land Use Class 1 lot is \$552.84. As a result, the total Annual Installment Part A Due from Parcels R318307 and R318314 after the consolidation is \$1,105.68 (i.e., \$552.84 + \$552.84 = \$1,105.68) each as shown in Table N.

Assessment Part A has been prepaid for nine lots through July 31, 2013. Each of these prepaid lots is marked as such in the Assessment Roll summary attached hereto as Appendix B. According to the trustee for the Bonds, Series 2008A Bonds in the total amount of \$78,000 have been redeemed with the prepayment proceeds as of July 31, 2013.

Exhibit A

Assessment Part B has been prepaid for all but Parcel R314318 as of July 31, 2013. Each of these prepaid lots is marked as such in the Assessment Roll summary attached hereto as Appendix B. Series 2008B Bonds in the total amount of \$1,193,000 were redeemed with prepayment proceeds through July 1, 2013 and an additional amount of \$55,000 is anticipated to be redeemed on October 1, 2013.

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

E. Updates of Miscellaneous Provisions

There are no additional updates to be included in the Annual Service Plan update for 2013.

Exhibit A

Appendix A
The Improvement Project

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

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

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

Exhibit A

Appendix B
Assessment Roll Summary

Appendix B
ASSESSMENT ROLL SUMMARY
Vintage Public Improvement District
2013
Summary

Tax Reference No.	Lot No.	Equivalent Units	Assessments			Annual Installment Part A			Annual Installment Part B			Total Collection			
			Part A	Part B	Total	P&I	Costs	Total	P&I	Costs	Total	P&I	Costs	Total	
			\$0	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R310559	1	0	\$0	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
R310560	2	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92	
R310561	3	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92	
R310562	4	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92	
R310563	5	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92	
R310564	6	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92	
R310565	7	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92	
R310566	8	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92	
R310567	9	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92	
R310568	10	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92	
R310569	11	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92	
R310570	12	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92	
R310571	13	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92	
R310572	14	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92	
R310573	15	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92	
R310574	16	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92	
R310575	17	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92	
R310576	18	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92	
R310577	19	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92	
R310578	20	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92	
R310579	21	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92	
R310580	22	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92	
R310581	23	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92	
R310582	24	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92	
R310583	25	1.66	\$10,579	\$0	\$10,579	\$815.36	\$99.16	\$914.52	\$0.00	\$0.00	\$0.00	\$815.36	\$99.16	\$914.52	
R310584	26	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92	
R310585	27	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92	
R310586	28	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92	
R310587	29	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92	
R310588	30	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92	
R310589	31	0	\$0	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
R310590	32	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92	
R310591	33	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92	
R310592	34	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92	
R310593	35	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92	
R310594	36	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92	
R310595	37	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92	
R310596	38	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92	
R310597	39	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92	
R310598	40	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92	
R310599	41	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92	
R310600	42	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92	
R310601	43	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92	
R310602	44	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92	
R310603	45	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92	
R310604	46	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92	
R310605	47	1	Prepaid	\$0	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid
R310606	48	0	\$0	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
R310607	49	2.29	Prepaid	\$0	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid
R310608	50	2.29	\$14,594	\$0	\$14,594	\$1,124.80	\$136.80	\$1,261.60	\$0.00	\$0.00	\$0.00	\$1,124.80	\$136.80	\$1,261.60	
R310609	51	2.29	\$14,594	\$0	\$14,594	\$1,124.80	\$136.80	\$1,261.60	\$0.00	\$0.00	\$0.00	\$1,124.80	\$136.80	\$1,261.60	

**Appendix B
ASSESSMENT ROLL SUMMARY
Vintage Public Improvement District
2013
Summary**

Tax Reference No.	Lot No.	Equivalent Units	Assessments			Annual Installment Part A			Annual Installment Part B			Total Collection		
			Part A	Part B	Total	P&I	Costs	Total	P&I	Costs	Total	P&I	Costs	Total
R310610	52	2.29	\$14,594	\$0	\$14,594	\$1,124.80	\$136.80	\$1,261.60	\$0.00	\$0.00	\$0.00	\$1,124.80	\$136.80	\$1,261.60
R310611	53	2.29	\$14,594	\$0	\$14,594	\$1,124.80	\$136.80	\$1,261.60	\$0.00	\$0.00	\$0.00	\$1,124.80	\$136.80	\$1,261.60
R310612	54	1.66	\$10,579	\$0	\$10,579	\$815.36	\$99.16	\$914.52	\$0.00	\$0.00	\$0.00	\$815.36	\$99.16	\$914.52
R310613	55	1.66	\$10,579	\$0	\$10,579	\$815.36	\$99.16	\$914.52	\$0.00	\$0.00	\$0.00	\$815.36	\$99.16	\$914.52
R310614	56	1.66	\$10,579	\$0	\$10,579	\$815.36	\$99.16	\$914.52	\$0.00	\$0.00	\$0.00	\$815.36	\$99.16	\$914.52
R310615	57	1.66	\$10,579	\$0	\$10,579	\$815.36	\$99.16	\$914.52	\$0.00	\$0.00	\$0.00	\$815.36	\$99.16	\$914.52
R310616	58	0	\$0	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R310622	59	0	\$0	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R310623	60	1.66	\$10,579	\$0	\$10,579	\$815.36	\$99.16	\$914.52	\$0.00	\$0.00	\$0.00	\$815.36	\$99.16	\$914.52
R310624	61	1.66	\$10,579	\$0	\$10,579	\$815.36	\$99.16	\$914.52	\$0.00	\$0.00	\$0.00	\$815.36	\$99.16	\$914.52
R310625	62	1.66	\$10,579	\$0	\$10,579	\$815.36	\$99.16	\$914.52	\$0.00	\$0.00	\$0.00	\$815.36	\$99.16	\$914.52
R310626	63	1.66	\$10,579	\$0	\$10,579	\$815.36	\$99.16	\$914.52	\$0.00	\$0.00	\$0.00	\$815.36	\$99.16	\$914.52
R310627	64	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92
R310628	65	1	Prepaid	\$0	Prepaid	Prepaid	Prepaid	Prepaid	\$0.00	\$0.00	\$0.00	Prepaid	Prepaid	Prepaid
R310629	66	1	Prepaid	\$0	Prepaid	Prepaid	Prepaid	Prepaid	\$0.00	\$0.00	\$0.00	Prepaid	Prepaid	Prepaid
R310630	67	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92
R310631	68	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92
R310632	69	1.66	\$10,579	\$0	\$10,579	\$815.36	\$99.16	\$914.52	\$0.00	\$0.00	\$0.00	\$815.36	\$99.16	\$914.52
R310633	70	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92
R310634	71	1	Prepaid	\$0	Prepaid	Prepaid	Prepaid	Prepaid	\$0.00	\$0.00	\$0.00	Prepaid	Prepaid	Prepaid
R310635	72	1	Prepaid	\$0	Prepaid	Prepaid	Prepaid	Prepaid	\$0.00	\$0.00	\$0.00	Prepaid	Prepaid	Prepaid
R310636	73	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92
R310637	74	1.66	Prepaid	\$0	Prepaid	Prepaid	Prepaid	Prepaid	\$0.00	\$0.00	\$0.00	Prepaid	Prepaid	Prepaid
R310638	75	2.29	\$14,594	\$0	\$14,594	\$1,124.80	\$136.80	\$1,261.60	\$0.00	\$0.00	\$0.00	\$1,124.80	\$136.80	\$1,261.60
R310639	76	2.29	\$14,594	\$0	\$14,594	\$1,124.80	\$136.80	\$1,261.60	\$0.00	\$0.00	\$0.00	\$1,124.80	\$136.80	\$1,261.60
R310640	77	2.29	\$14,594	\$0	\$14,594	\$1,124.80	\$136.80	\$1,261.60	\$0.00	\$0.00	\$0.00	\$1,124.80	\$136.80	\$1,261.60
R310641	78	1.66	\$10,579	\$0	\$10,579	\$815.36	\$99.16	\$914.52	\$0.00	\$0.00	\$0.00	\$815.36	\$99.16	\$914.52
R310642	79	1.66	\$10,579	\$0	\$10,579	\$815.36	\$99.16	\$914.52	\$0.00	\$0.00	\$0.00	\$815.36	\$99.16	\$914.52
R310643	80	1.66	\$10,579	\$0	\$10,579	\$815.36	\$99.16	\$914.52	\$0.00	\$0.00	\$0.00	\$815.36	\$99.16	\$914.52
R310644	81	1.66	\$10,579	\$0	\$10,579	\$815.36	\$99.16	\$914.52	\$0.00	\$0.00	\$0.00	\$815.36	\$99.16	\$914.52
R310645	82	1.66	\$10,579	\$0	\$10,579	\$815.36	\$99.16	\$914.52	\$0.00	\$0.00	\$0.00	\$815.36	\$99.16	\$914.52
R310646	83	1.66	\$10,579	\$0	\$10,579	\$815.36	\$99.16	\$914.52	\$0.00	\$0.00	\$0.00	\$815.36	\$99.16	\$914.52
R310647	84	2.29	\$14,594	\$0	\$14,594	\$1,124.80	\$136.80	\$1,261.60	\$0.00	\$0.00	\$0.00	\$1,124.80	\$136.80	\$1,261.60
R310648	85	2.29	\$14,594	\$0	\$14,594	\$1,124.80	\$136.80	\$1,261.60	\$0.00	\$0.00	\$0.00	\$1,124.80	\$136.80	\$1,261.60
R310649	86	1.66	\$10,579	\$0	\$10,579	\$815.36	\$99.16	\$914.52	\$0.00	\$0.00	\$0.00	\$815.36	\$99.16	\$914.52
R310650	87	2.29	\$14,594	\$0	\$14,594	\$1,124.80	\$136.80	\$1,261.60	\$0.00	\$0.00	\$0.00	\$1,124.80	\$136.80	\$1,261.60
R310651	88	0	\$0	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R310652	89	2.29	\$14,594	\$0	\$14,594	\$1,124.80	\$136.80	\$1,261.60	\$0.00	\$0.00	\$0.00	\$1,124.80	\$136.80	\$1,261.60
R310653	90	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92
R310654	91	1.66	\$10,579	\$0	\$10,579	\$815.36	\$99.16	\$914.52	\$0.00	\$0.00	\$0.00	\$815.36	\$99.16	\$914.52
R310655	92	1.66	\$10,579	\$0	\$10,579	\$815.36	\$99.16	\$914.52	\$0.00	\$0.00	\$0.00	\$815.36	\$99.16	\$914.52
R310656	93	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92
R310657	94	1.66	\$10,579	\$0	\$10,579	\$815.36	\$99.16	\$914.52	\$0.00	\$0.00	\$0.00	\$815.36	\$99.16	\$914.52
R310658	95	1.66	Prepaid	\$0	Prepaid	Prepaid	Prepaid	Prepaid	\$0.00	\$0.00	\$0.00	Prepaid	Prepaid	Prepaid
R310659	96	1.66	\$10,579	\$0	\$10,579	\$815.36	\$99.16	\$914.52	\$0.00	\$0.00	\$0.00	\$815.36	\$99.16	\$914.52
R310660	97	1.66	\$10,579	\$0	\$10,579	\$815.36	\$99.16	\$914.52	\$0.00	\$0.00	\$0.00	\$815.36	\$99.16	\$914.52
R310661	98	1.66	\$10,579	\$0	\$10,579	\$815.36	\$99.16	\$914.52	\$0.00	\$0.00	\$0.00	\$815.36	\$99.16	\$914.52
R310662	99	1.66	\$10,579	\$0	\$10,579	\$815.36	\$99.16	\$914.52	\$0.00	\$0.00	\$0.00	\$815.36	\$99.16	\$914.52
R310663	100	1.66	\$10,579	\$0	\$10,579	\$815.36	\$99.16	\$914.52	\$0.00	\$0.00	\$0.00	\$815.36	\$99.16	\$914.52
R310664	101	2.29	\$14,594	\$0	\$14,594	\$1,124.80	\$136.80	\$1,261.60	\$0.00	\$0.00	\$0.00	\$1,124.80	\$136.80	\$1,261.60
R310665	102	1.66	\$10,579	\$0	\$10,579	\$815.36	\$99.16	\$914.52	\$0.00	\$0.00	\$0.00	\$815.36	\$99.16	\$914.52

Appendix B
ASSESSMENT ROLL SUMMARY
Vintage Public Improvement District
2013
Summary

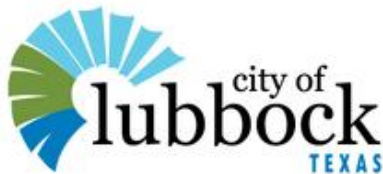
Tax Reference No.	Lot No.	Equivalent		Annual Installment Part A				Annual Installment Part B				Total			
		Units	Part A	Part B	Total	Collection		P&I	Total	Collection		P&I	Total		
						Costs	P&I			Costs	P&I			Costs	P&I
R310666	103	1.66	\$10,579	\$0	\$10,579	\$815.36	\$99.16	\$914.52	\$0.00	\$0.00	\$0.00	\$0.00	\$815.36	\$99.16	\$914.52
R310667	104	1.66	\$10,579	\$0	\$10,579	\$815.36	\$99.16	\$914.52	\$0.00	\$0.00	\$0.00	\$0.00	\$815.36	\$99.16	\$914.52
R310668	105	1.66	\$10,579	\$0	\$10,579	\$815.36	\$99.16	\$914.52	\$0.00	\$0.00	\$0.00	\$0.00	\$815.36	\$99.16	\$914.52
R310669	106	1.66	\$10,579	\$0	\$10,579	\$815.36	\$99.16	\$914.52	\$0.00	\$0.00	\$0.00	\$0.00	\$815.36	\$99.16	\$914.52
R310670	107	1	\$6,373	\$0	\$6,373	\$491.18	\$59.74	\$550.92	\$0.00	\$0.00	\$0.00	\$0.00	\$491.18	\$59.74	\$550.92
R310671	108	1.66	\$10,579	\$0	\$10,579	\$815.36	\$99.16	\$914.52	\$0.00	\$0.00	\$0.00	\$0.00	\$815.36	\$99.16	\$914.52
R310672	109	1.66	Prepaid	\$0	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid
R310673	110	1.66	\$10,579	\$0	\$10,579	\$815.36	\$99.16	\$914.52	\$0.00	\$0.00	\$0.00	\$0.00	\$815.36	\$99.16	\$914.52
R310674	111	1.66	\$10,579	\$0	\$10,579	\$815.36	\$99.16	\$914.52	\$0.00	\$0.00	\$0.00	\$0.00	\$815.36	\$99.16	\$914.52
R314854	112	1	\$6,373	Prepaid	\$6,373	\$491.18	\$59.74	\$550.92	Prepaid	Prepaid	Prepaid	Prepaid	\$491.18	\$59.74	\$550.92
R314855	113	1	\$6,373	Prepaid	\$6,373	\$491.18	\$59.74	\$550.92	Prepaid	Prepaid	Prepaid	Prepaid	\$491.18	\$59.74	\$550.92
R314856	114	1	\$6,373	Prepaid	\$6,373	\$491.18	\$59.74	\$550.92	Prepaid	Prepaid	Prepaid	Prepaid	\$491.18	\$59.74	\$550.92
R314857	115	1	\$6,373	Prepaid	\$6,373	\$491.18	\$59.74	\$550.92	Prepaid	Prepaid	Prepaid	Prepaid	\$491.18	\$59.74	\$550.92
R314858	116	1	\$6,373	Prepaid	\$6,373	\$491.18	\$59.74	\$550.92	Prepaid	Prepaid	Prepaid	Prepaid	\$491.18	\$59.74	\$550.92
R314859	117	1	\$6,373	Prepaid	\$6,373	\$491.18	\$59.74	\$550.92	Prepaid	Prepaid	Prepaid	Prepaid	\$491.18	\$59.74	\$550.92
R314860	118	1.66	\$10,579	Prepaid	\$10,579	\$815.36	\$99.16	\$914.52	Prepaid	Prepaid	Prepaid	Prepaid	\$815.36	\$99.16	\$914.52
R314861	119	1	\$6,373	Prepaid	\$6,373	\$491.18	\$59.74	\$550.92	Prepaid	Prepaid	Prepaid	Prepaid	\$491.18	\$59.74	\$550.92
R314862	120	1	\$6,373	Prepaid	\$6,373	\$491.18	\$59.74	\$550.92	Prepaid	Prepaid	Prepaid	Prepaid	\$491.18	\$59.74	\$550.92
R314863	121	1	\$6,373	Prepaid	\$6,373	\$491.18	\$59.74	\$550.92	Prepaid	Prepaid	Prepaid	Prepaid	\$491.18	\$59.74	\$550.92
R314864	122	1	\$6,373	Prepaid	\$6,373	\$491.18	\$59.74	\$550.92	Prepaid	Prepaid	Prepaid	Prepaid	\$491.18	\$59.74	\$550.92
R314865	123	2.29	\$14,594	Prepaid	\$14,594	\$1,124.80	\$136.80	\$1,261.60	Prepaid	Prepaid	Prepaid	Prepaid	\$2,219.28	\$386.80	\$2,606.08
R314866	124	1.66	\$10,579	Prepaid	\$10,579	\$815.36	\$99.16	\$914.52	Prepaid	Prepaid	Prepaid	Prepaid	\$815.36	\$99.16	\$914.52
R314867	125	1	\$6,373	Prepaid	\$6,373	\$491.18	\$59.74	\$550.92	Prepaid	Prepaid	Prepaid	Prepaid	\$491.18	\$59.74	\$550.92
R314868	126	1	\$6,373	Prepaid	\$6,373	\$491.18	\$59.74	\$550.92	Prepaid	Prepaid	Prepaid	Prepaid	\$491.18	\$59.74	\$550.92
R314869	127	1.66	\$10,579	Prepaid	\$10,579	\$815.36	\$99.16	\$914.52	Prepaid	Prepaid	Prepaid	Prepaid	\$815.36	\$99.16	\$914.52
R314870	128	1	\$6,373	Prepaid	\$6,373	\$491.18	\$59.74	\$550.92	Prepaid	Prepaid	Prepaid	Prepaid	\$491.18	\$59.74	\$550.92
R314871	129	1.66	\$10,579	Prepaid	\$10,579	\$815.36	\$99.16	\$914.52	Prepaid	Prepaid	Prepaid	Prepaid	\$815.36	\$99.16	\$914.52
R314872	130	2.29	\$14,594	Prepaid	\$14,594	\$1,124.80	\$136.80	\$1,261.60	Prepaid	Prepaid	Prepaid	Prepaid	\$1,124.80	\$136.80	\$1,261.60
R314873	131	0	\$0	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R314874	132	0	\$0	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R314875	133	0	\$0	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R314876	134	0	\$0	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R314877	135	1.66	\$10,579	Prepaid	\$10,579	\$815.36	\$99.16	\$914.52	Prepaid	Prepaid	Prepaid	Prepaid	\$815.36	\$99.16	\$914.52
R314878	136	1	\$6,373	Prepaid	\$6,373	\$491.18	\$59.74	\$550.92	Prepaid	Prepaid	Prepaid	Prepaid	\$491.18	\$59.74	\$550.92
R314879	137	1.66	\$10,579	Prepaid	\$10,579	\$815.36	\$99.16	\$914.52	Prepaid	Prepaid	Prepaid	Prepaid	\$815.36	\$99.16	\$914.52
R314880	138	1	\$6,373	Prepaid	\$6,373	\$491.18	\$59.74	\$550.92	Prepaid	Prepaid	Prepaid	Prepaid	\$491.18	\$59.74	\$550.92
R314881	139	1.66	\$10,579	Prepaid	\$10,579	\$815.36	\$99.16	\$914.52	Prepaid	Prepaid	Prepaid	Prepaid	\$815.36	\$99.16	\$914.52
R314882	140	2.29	\$14,594	Prepaid	\$14,594	\$1,124.80	\$136.80	\$1,261.60	Prepaid	Prepaid	Prepaid	Prepaid	\$1,124.80	\$136.80	\$1,261.60
R314883	141	1.66	\$10,579	Prepaid	\$10,579	\$815.36	\$99.16	\$914.52	Prepaid	Prepaid	Prepaid	Prepaid	\$815.36	\$99.16	\$914.52
R314884	142	1	\$6,373	Prepaid	\$6,373	\$491.18	\$59.74	\$550.92	Prepaid	Prepaid	Prepaid	Prepaid	\$491.18	\$59.74	\$550.92
R314885	143	1.66	\$10,579	Prepaid	\$10,579	\$815.36	\$99.16	\$914.52	Prepaid	Prepaid	Prepaid	Prepaid	\$815.36	\$99.16	\$914.52
R314886	144	1	\$6,373	Prepaid	\$6,373	\$491.18	\$59.74	\$550.92	Prepaid	Prepaid	Prepaid	Prepaid	\$491.18	\$59.74	\$550.92
R314887	145	1.66	\$10,579	Prepaid	\$10,579	\$815.36	\$99.16	\$914.52	Prepaid	Prepaid	Prepaid	Prepaid	\$815.36	\$99.16	\$914.52
R314888	146	2.29	\$14,594	Prepaid	\$14,594	\$1,124.80	\$136.80	\$1,261.60	Prepaid	Prepaid	Prepaid	Prepaid	\$1,124.80	\$136.80	\$1,261.60
R314889	147	1	\$6,373	Prepaid	\$6,373	\$491.18	\$59.74	\$550.92	Prepaid	Prepaid	Prepaid	Prepaid	\$491.18	\$59.74	\$550.92
R314890	148	1	\$6,373	Prepaid	\$6,373	\$491.18	\$59.74	\$550.92	Prepaid	Prepaid	Prepaid	Prepaid	\$491.18	\$59.74	\$550.92
R314891	149	1	\$6,373	Prepaid	\$6,373	\$491.18	\$59.74	\$550.92	Prepaid	Prepaid	Prepaid	Prepaid	\$491.18	\$59.74	\$550.92
R314892	150	1	\$6,373	Prepaid	\$6,373	\$491.18	\$59.74	\$550.92	Prepaid	Prepaid	Prepaid	Prepaid	\$491.18	\$59.74	\$550.92
R314893	151	1.66	\$10,579	Prepaid	\$10,579	\$815.36	\$99.16	\$914.52	Prepaid	Prepaid	Prepaid	Prepaid	\$815.36	\$99.16	\$914.52
R314924	152	1	\$6,373	Prepaid	\$6,373	\$491.18	\$59.74	\$550.92	Prepaid	Prepaid	Prepaid	Prepaid	\$491.18	\$59.74	\$550.92
R314894	153	1	\$6,373	Prepaid	\$6,373	\$491.18	\$59.74	\$550.92	Prepaid	Prepaid	Prepaid	Prepaid	\$491.18	\$59.74	\$550.92

Appendix B
ASSESSMENT ROLL SUMMARY
Vintage Public Improvement District
2013
Summary

Tax Reference No.	Lot No.	Equivalent Units	Assessments			Annual Installment Part A			Annual Installment Part B			Total Collection		
			Part A	Part B	Total	P&I	Costs	Collection	Total	P&I	Costs	Collection	P&I	Costs
R314895	154	1	\$6,373	Prepaid	\$6,373	\$491.18	\$59.74	\$550.92	Prepaid	Prepaid	\$491.18	\$59.74	\$550.92	
R314896	155	1.66	\$10,579	Prepaid	\$10,579	\$815.36	\$99.16	\$914.52	Prepaid	Prepaid	\$815.36	\$99.16	\$914.52	
R314897	156	1.66	\$10,579	Prepaid	\$10,579	\$815.36	\$99.16	\$914.52	Prepaid	Prepaid	\$815.36	\$99.16	\$914.52	
R314898	157	1.66	\$10,579	Prepaid	\$10,579	\$815.36	\$99.16	\$914.52	Prepaid	Prepaid	\$815.36	\$99.16	\$914.52	
R314899	158	1.66	\$10,579	Prepaid	\$10,579	\$815.36	\$99.16	\$914.52	Prepaid	Prepaid	\$815.36	\$99.16	\$914.52	
R314900	159	1	\$6,373	Prepaid	\$6,373	\$491.18	\$59.74	\$550.92	Prepaid	Prepaid	\$491.18	\$59.74	\$550.92	
R314901	160	1.66	\$10,579	Prepaid	\$10,579	\$815.36	\$99.16	\$914.52	Prepaid	Prepaid	\$815.36	\$99.16	\$914.52	
R314902	161	0	\$0		\$0	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	
R314903	162	1.66	\$10,579	Prepaid	\$10,579	\$815.36	\$99.16	\$914.52	Prepaid	Prepaid	\$815.36	\$99.16	\$914.52	
R314904	163	1.66	\$10,579	Prepaid	\$10,579	\$815.36	\$99.16	\$914.52	Prepaid	Prepaid	\$815.36	\$99.16	\$914.52	
R314905	164	1.66	\$10,579	Prepaid	\$10,579	\$815.36	\$99.16	\$914.52	Prepaid	Prepaid	\$815.36	\$99.16	\$914.52	
R314906	165	1	\$6,373	Prepaid	\$6,373	\$491.18	\$59.74	\$550.92	Prepaid	Prepaid	\$491.18	\$59.74	\$550.92	
R314907	166	1.66	\$10,579	Prepaid	\$10,579	\$815.36	\$99.16	\$914.52	Prepaid	Prepaid	\$815.36	\$99.16	\$914.52	
R314908	167	1.66	\$10,579	Prepaid	\$10,579	\$815.36	\$99.16	\$914.52	Prepaid	Prepaid	\$815.36	\$99.16	\$914.52	
R314909	168	1.66	\$10,579	Prepaid	\$10,579	\$815.36	\$99.16	\$914.52	Prepaid	Prepaid	\$815.36	\$99.16	\$914.52	
R314910	169	1.66	\$10,579	Prepaid	\$10,579	\$815.36	\$99.16	\$914.52	Prepaid	Prepaid	\$815.36	\$99.16	\$914.52	
R314911	170	1	\$6,373	Prepaid	\$6,373	\$491.18	\$59.74	\$550.92	Prepaid	Prepaid	\$491.18	\$59.74	\$550.92	
R314912	171	1	\$6,373	Prepaid	\$6,373	\$491.18	\$59.74	\$550.92	Prepaid	Prepaid	\$491.18	\$59.74	\$550.92	
R314913	172	1	\$6,373	Prepaid	\$6,373	\$491.18	\$59.74	\$550.92	Prepaid	Prepaid	\$491.18	\$59.74	\$550.92	
R314914	173	1	\$6,373	Prepaid	\$6,373	\$491.18	\$59.74	\$550.92	Prepaid	Prepaid	\$491.18	\$59.74	\$550.92	
R314925	174	1	\$6,373	Prepaid	\$6,373	\$491.18	\$59.74	\$550.92	Prepaid	Prepaid	\$491.18	\$59.74	\$550.92	
R314915	175	1.66	\$10,579	Prepaid	\$10,579	\$815.36	\$99.16	\$914.52	Prepaid	Prepaid	\$815.36	\$99.16	\$914.52	
R314916	176	1.66	\$10,579	Prepaid	\$10,579	\$815.36	\$99.16	\$914.52	Prepaid	Prepaid	\$815.36	\$99.16	\$914.52	
R314917	177	1	\$6,373	Prepaid	\$6,373	\$491.18	\$59.74	\$550.92	Prepaid	Prepaid	\$491.18	\$59.74	\$550.92	
R314918	178	1	\$6,373	Prepaid	\$6,373	\$491.18	\$59.74	\$550.92	Prepaid	Prepaid	\$491.18	\$59.74	\$550.92	
R314919	179	1	\$6,373	Prepaid	\$6,373	\$491.18	\$59.74	\$550.92	Prepaid	Prepaid	\$491.18	\$59.74	\$550.92	
R314926	180	1	\$6,373	Prepaid	\$6,373	\$491.18	\$59.74	\$550.92	Prepaid	Prepaid	\$491.18	\$59.74	\$550.92	
R314920	181	1.66	\$10,579	Prepaid	\$10,579	\$815.36	\$99.16	\$914.52	Prepaid	Prepaid	\$815.36	\$99.16	\$914.52	
R314921	182	1	\$6,373	Prepaid	\$6,373	\$491.18	\$59.74	\$550.92	Prepaid	Prepaid	\$491.18	\$59.74	\$550.92	
R314922	183	1	\$6,373	Prepaid	\$6,373	\$491.18	\$59.74	\$550.92	Prepaid	Prepaid	\$491.18	\$59.74	\$550.92	
R314923	184	1.66	\$10,579	Prepaid	\$10,579	\$815.36	\$99.16	\$914.52	Prepaid	Prepaid	\$815.36	\$99.16	\$914.52	
R318305	185	2.29	\$14,645	Prepaid	\$14,645	\$1,128.73	\$137.27	\$1,266.00	Prepaid	Prepaid	\$1,128.73	\$137.27	\$1,266.00	
R318306	186	1	\$6,395	Prepaid	\$6,395	\$492.90	\$59.94	\$552.84	Prepaid	Prepaid	\$492.90	\$59.94	\$552.84	
R318307	187	2	\$12,790	Prepaid	\$12,790	\$985.80	\$119.88	\$1,105.68	Prepaid	Prepaid	\$985.80	\$119.88	\$1,105.68	
R318309	189	1	\$6,395	Prepaid	\$6,395	\$492.90	\$59.94	\$552.84	Prepaid	Prepaid	\$492.90	\$59.94	\$552.84	
R318310	190	1	\$6,395	Prepaid	\$6,395	\$492.90	\$59.94	\$552.84	Prepaid	Prepaid	\$492.90	\$59.94	\$552.84	
R318311	191	1	\$6,395	Prepaid	\$6,395	\$492.90	\$59.94	\$552.84	Prepaid	Prepaid	\$492.90	\$59.94	\$552.84	
R318312	192	1	\$6,395	Prepaid	\$6,395	\$492.90	\$59.94	\$552.84	Prepaid	Prepaid	\$492.90	\$59.94	\$552.84	
R318314	194	2	\$12,790	Prepaid	\$12,790	\$985.80	\$119.88	\$1,105.68	Prepaid	Prepaid	\$985.80	\$119.88	\$1,105.68	
R318315	195	1	\$6,395	Prepaid	\$6,395	\$492.90	\$59.94	\$552.84	Prepaid	Prepaid	\$492.90	\$59.94	\$552.84	
R318316	196	1	\$6,395	Prepaid	\$6,395	\$492.90	\$59.94	\$552.84	Prepaid	Prepaid	\$492.90	\$59.94	\$552.84	
R318317	197	1	\$6,395	Prepaid	\$6,395	\$492.90	\$59.94	\$552.84	Prepaid	Prepaid	\$492.90	\$59.94	\$552.84	
R318318	198	1.66	\$10,616	Prepaid	\$10,616	\$818.21	\$99.51	\$917.72	Prepaid	Prepaid	\$818.21	\$99.51	\$917.72	
R318319	199	1	\$6,395	Prepaid	\$6,395	\$492.90	\$59.94	\$552.84	Prepaid	Prepaid	\$492.90	\$59.94	\$552.84	
R318320	200	1	\$6,395	Prepaid	\$6,395	\$492.90	\$59.94	\$552.84	Prepaid	Prepaid	\$492.90	\$59.94	\$552.84	
R318321	201	1	\$6,395	Prepaid	\$6,395	\$492.90	\$59.94	\$552.84	Prepaid	Prepaid	\$492.90	\$59.94	\$552.84	
R318322	202	1	\$6,395	Prepaid	\$6,395	\$492.90	\$59.94	\$552.84	Prepaid	Prepaid	\$492.90	\$59.94	\$552.84	
R318323	203	1	\$6,395	Prepaid	\$6,395	\$492.90	\$59.94	\$552.84	Prepaid	Prepaid	\$492.90	\$59.94	\$552.84	
R318324	204	1.66	\$10,616	Prepaid	\$10,616	\$818.21	\$99.51	\$917.72	Prepaid	Prepaid	\$818.21	\$99.51	\$917.72	
R318325	205	0	\$0		\$0	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	
R318326	206	1	\$6,395	Prepaid	\$6,395	\$492.90	\$59.94	\$552.84	Prepaid	Prepaid	\$492.90	\$59.94	\$552.84	

Appendix B
ASSESSMENT ROLL SUMMARY
Vintage Public Improvement District
2013
Summary

Tax Reference No.	Lot No.	Equivalent Units	Assessments			Annual Installment Part A			Annual Installment Part B			Total		
			Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total
R318375	258	1	\$6,395	Prepaid	\$6,395	\$492.90	\$59.94	\$552.84	Prepaid	\$59.94	\$492.90	\$59.94	\$552.84	
R318376	259	1	\$6,395	Prepaid	\$6,395	\$492.90	\$59.94	\$552.84	Prepaid	\$59.94	\$492.90	\$59.94	\$552.84	
R318377	260	1	\$6,395	Prepaid	\$6,395	\$492.90	\$59.94	\$552.84	Prepaid	\$59.94	\$492.90	\$59.94	\$552.84	
R318378	261	1	\$6,395	Prepaid	\$6,395	\$492.90	\$59.94	\$552.84	Prepaid	\$59.94	\$492.90	\$59.94	\$552.84	
R318379	262	1	\$6,395	Prepaid	\$6,395	\$492.90	\$59.94	\$552.84	Prepaid	\$59.94	\$492.90	\$59.94	\$552.84	
R318380	263	1.66	\$10,616	Prepaid	\$10,616	\$818.21	\$99.51	\$917.72	Prepaid	\$99.51	\$818.21	\$99.51	\$917.72	
R318381	264	1	\$6,395	Prepaid	\$6,395	\$492.90	\$59.94	\$552.84	Prepaid	\$59.94	\$492.90	\$59.94	\$552.84	
R318382	265	1	\$6,395	Prepaid	\$6,395	\$492.90	\$59.94	\$552.84	Prepaid	\$59.94	\$492.90	\$59.94	\$552.84	
R318383	266	1	\$6,395	Prepaid	\$6,395	\$492.90	\$59.94	\$552.84	Prepaid	\$59.94	\$492.90	\$59.94	\$552.84	
R318384	267	1	\$6,395	Prepaid	\$6,395	\$492.90	\$59.94	\$552.84	Prepaid	\$59.94	\$492.90	\$59.94	\$552.84	
R318397	268	1.66	\$10,616	Prepaid	\$10,616	\$818.21	\$99.51	\$917.72	Prepaid	\$99.51	\$818.21	\$99.51	\$917.72	
R318385	269	1.66	\$10,616	Prepaid	\$10,616	\$818.21	\$99.51	\$917.72	Prepaid	\$99.51	\$818.21	\$99.51	\$917.72	
R318386	270	1	\$6,395	Prepaid	\$6,395	\$492.90	\$59.94	\$552.84	Prepaid	\$59.94	\$492.90	\$59.94	\$552.84	
R318387	271	1	\$6,395	Prepaid	\$6,395	\$492.90	\$59.94	\$552.84	Prepaid	\$59.94	\$492.90	\$59.94	\$552.84	
R318388	272	1.66	\$10,616	Prepaid	\$10,616	\$818.21	\$99.51	\$917.72	Prepaid	\$99.51	\$818.21	\$99.51	\$917.72	
R318389	273	1	\$6,395	Prepaid	\$6,395	\$492.90	\$59.94	\$552.84	Prepaid	\$59.94	\$492.90	\$59.94	\$552.84	
R318390	274	1.66	\$10,616	Prepaid	\$10,616	\$818.21	\$99.51	\$917.72	Prepaid	\$99.51	\$818.21	\$99.51	\$917.72	
R318391	275	1	\$6,395	Prepaid	\$6,395	\$492.90	\$59.94	\$552.84	Prepaid	\$59.94	\$492.90	\$59.94	\$552.84	
R318392	276	1	\$6,395	Prepaid	\$6,395	\$492.90	\$59.94	\$552.84	Prepaid	\$59.94	\$492.90	\$59.94	\$552.84	
R318396	277	1	\$6,395	Prepaid	\$6,395	\$492.90	\$59.94	\$552.84	Prepaid	\$59.94	\$492.90	\$59.94	\$552.84	
Total		342.52	\$2,107,041	\$14,840	\$2,121,881	\$162,394.45	\$19,749.95	\$182,144.40	\$1,094.48	\$250.00	\$1,344.48	\$19,999.95	\$183,488.88	



Regular City Council Meeting

5.3.

Meeting Date: 09/10/2013

Information

Agenda Item

Ordinance 2nd Reading - City Council: Consider Ordinance 2013-O0089 Requirements Applicable to a Gas Utility's Statement of Intent to Change Rates and Rate Filing Package Under the Gas Utility Regulatory Act: Consider adoption of an Ordinance prescribing regulations regarding a rate filing package to include specific schedules, data, and other information to be provided to the municipality by gas utilities as part of a Statement of Intent to increase rates under the Gas Utility Regulatory Act; providing that this Ordinance is cumulative and that other information may be required to be submitted; providing for the use of forms as part of the statement of intent; requiring that the rate filing package be supported by affidavit; providing for expert assistance to the City; providing for compliance with other laws; providing for a waiver of these filing requirements on good cause but no waiver of jurisdiction; providing for the treatment of proprietary gas utility information; providing for notice; providing for a savings clause; finding and determining that the meeting at which this Ordinance was passed was in accordance with the requirements of the Texas Open Meetings Act; making other findings and provisions related to the subject; and declaring an effective date.

Item Summary

On September 4, 2013, the City Council approved the first reading of the ordinance.

Fiscal Impact

None.

Staff/Board Recommending

James Loomis, Acting City Manager
Sam Medina, City Attorney

Attachments

Ordinance - Atmos

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LUBBOCK, TEXAS, PRESCRIBING REGULATIONS REGARDING A RATE FILING PACKAGE TO INCLUDE SPECIFIC SCHEDULES, DATA, AND OTHER INFORMATION TO BE PROVIDED TO THE MUNICIPALITY BY GAS UTILITIES AS PART OF THE STATEMENT OF INTENT TO INCREASE RATES UNDER THE GAS UTILITY REGULATORY ACT; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE AND THAT OTHER INFORMATION MAY BE REQUIRED TO BE SUBMITTED; PROVIDING FOR THE USE OF FORMS AS PART OF THE STATEMENT OF INTENT; REQUIRING THAT THE RATE FILING PACKAGE BE SUPPORTED BY AFFIDAVIT PROVIDING FOR EXPERT ASSISTANCE; PROVIDING FOR COMPLIANCE WITH OTHER LAWS; PROVIDING FOR A WAIVER OF THESE FILING REQUIREMENTS ON GOOD CAUSE BUT NO WAIVER OF JURISDICTION; PROVIDING FOR THE TREATMENT OF PROPRIETARY GAS UTILITY INFORMATION; PROVIDING FOR NOTICE; PROVIDING FOR A SAVINGS CLAUSE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Gas Utility Regulatory Act § 103.001, the City is granted exclusive original jurisdiction over a gas utility's rates, operations, and services within the City to ensure the gas utility provides adequate and efficient services at fair, just, and reasonable rates; and

WHEREAS, the Gas Utility Regulatory Act does identify specific schedules, information, or other data that the City must examine in fulfilling its statutory duty as a regulatory authority; and

WHEREAS, the Gas Utility Regulatory Act § 103.021 directs the City to require the utility to submit information as necessary to make a reasonable determination of the utility's rate base, expenses, investment, and rate of return in the municipality; and

WHEREAS, the Gas Utility Regulatory Act, § 104.102(c)(2)(D) requires the gas utility to include in its Statement of Intent to increase rates any other information required by the regulatory authority's rules and regulations; and

WHEREAS, the City finds that the use of a Rate Filing Package, with associated schedules, testimony, narrative explanations, and work papers, as part of the Statement of Intent to increase rates, would assist the City in exercising its exclusive original jurisdiction to determine the gas utility's rate base, expenses, investment, and rate of return in the municipality, and in ensuring that the gas utility provides adequate and efficient services at fair, just, and reasonable rates; and

WHEREAS, the City finds that the provision of a Rate Filing Package would reduce the amount of discovery otherwise necessary for the City to conduct a reasonable investigation of the gas utility's Statement of Intent to increase rates within the time frames specified in the Gas Utility Regulatory Act; and

WHEREAS, the City wishes to encourage gas utilities operating within the city limits to present their Statement of Intent in full when initially filed with the City; and

WHEREAS, the City finds that requiring gas utilities operating within the City to include additional information as part of their Statement of Intent to increase rates would promote the public interest;

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

Section 1. Minimum Filing Requirements for Gas Utility Statement of Intent to Increase Rates.

- A. To initiate a proceeding to increase rates within the City and start the statutory deadlines under § 104.107 of the Gas Utility Regulatory Act, a gas utility must file with the City Secretary a Statement of Intent to increase rates in accordance with the requirements and procedures set forth in this Ordinance. With regard to increases in rates that are not major rate changes as defined in Gas Utility Regulatory Act § 104.101, the Statement of Intent shall be deemed sufficient as of the date of initial filing unless the City Attorney, within ten (10) days of the date the Statement of Intent is filed, notifies the utility in writing of the insufficiencies in the Statement of Intent. With regard to a major change in rates as defined in Gas Utility Regulatory Act § 104.101, the Statement of Intent shall be deemed sufficient as of the date of initial filing unless the City Attorney, within 30 (30) days of the date the Statement of Intent is filed, notifies the utility in writing of the insufficiencies in the Statement of Intent.

- B. Within seven (7) days after the utility receives the notice of insufficiency, the gas utility may file an appeal to the City Council. If the City Council has not issued a decision that the Statement of Intent is insufficient within the 35 days after the gas utility files its appeal, or if the City Council determines that the Statement of Intent is substantially complete, then the Statement of Intent is deemed sufficient as of the date of the initial filing. If the City Council determines that the Statement of Intent is insufficient, then the City shall issue a written decision directing the gas utility to amend its Statement of Intent and correct the insufficiency. The statutory deadlines, including those in Gas Utility Regulatory Act § 104.107, shall be calculated based on the date the gas utility files with the City Secretary, the amended Statement of Intent correcting the insufficiencies consistent with the City Council's decision.

Section 2. Statement of Intent regarding rate changes that are not major changes.

- A. In this Ordinance, "major change" in rates shall have the meaning set forth in Gas Utility Regulatory Act § 104.101.

- B. A Statement of Intent to change rates in a manner that does not constitute a major change in rates shall include the following information:
 - 1. A complete set of all proposed revisions to the utility's tariff(s); identifying each proposed change by blackline/strikeout edits to the existing approved tariff(s).

2. A statement specifying in detail the customer class or classes, and the number of customers affected by the proposed change; indicating average monthly bill impacts from all proposed rate changes for a typical customer in each customer class.
 3. The change in non-gas revenue, expressed both as a change in dollar amounts and as a percentage of the utility's non-gas revenue and on a customer-class basis and on a total basis, that the utility expects the revised tariff(s) to furnish as compared to its then current tariff(s);
 4. All other information, if any, required by the Gas Utility Regulatory Act; and
 5. A sworn statement that the proposed change in rates, if approved, will not effect a major change in rates.
- C. The City or its City Attorney, may require the gas utility to produce further information in addition to that required here, including the filing of any or all schedules associated with a Statement of Intent for a major change in rates, if needed to assist the City in making its rate determinations.

Section 3. Statement of Intent regarding a major change in rates.

If the gas utility is requesting a major change in rates, then the utility shall include in its Statement of Intent all schedules and information specified in Section 3 of this Ordinance, as well as all additional information, if any, that may be required by this Ordinance or the Gas Utility Regulatory Act.

PART I – General Instructions

- A. **System-wide Data:** The gas utility shall provide all information in support of its request for a major change in rates, including all information required to be filed in the schedules set forth in this Ordinance, on a system-wide basis. "System-wide" means all incorporated and unincorporated areas served by the gas utility on an integrated basis, including all utility-owned transmission and distribution facilities and costs incurred to provide such integrated service. "System-wide" data shall mean all expense, rate-base, billing determinants and other capital-investment data upon which the gas utility bases its total cost of service and its request to increase rates, including any prudently incurred affiliate expenses and shared-services expenses.

- B. City-specific Data:** In addition to providing system-wide data, the gas utility shall provide its schedules, workpapers, and all other information that comprises its Statement of Intent, in such a manner that readily identifies the gas utility's expenses, rate base, investments, billing determinants and rate of return within the city limits, such as to allow the City to make a reasonable determination of the utility's rate base, expenses, investment, present and proposed revenues and rate of return in the City.
1. To the extent the utility prefers not to identify the data required in Section 3.B. on a city-specific basis, the utility may instead identify the data on the basis of the rate-area jurisdictions upon which the utility's rates were based, and as used by the gas utility to determine rates, in the most rate filing the utility made with the City prior to January 1, 2012.
 2. To the extent the utility elects not to identify the data required in Section 3.B. on a city-specific basis, the utility shall so state in its Statement of Intent.
- C. Number of Copies and Native Electronic Files:** The gas utility shall deliver three complete sets of its Statement of Intent and all related schedules, workpapers related to and/or used in preparation of the schedules, and other information required by this Ordinance, to the City Secretary. In addition, at the same time the utility files its Statement of Intent with the City, the utility shall also deliver to the City, in electronic files in native format (for example, in MS Excel or MS Word), its Statement of Intent and all related schedules, workpapers, and other information required by this Ordinance. The electronic files used to compute the amounts in the utility's filing shall be provided in their original format including all formulae. All links in any electronic file shall be intact and all formulae should function as originally utilized by the utility in preparing the filing.
- D.** The gas utility shall ensure that all schedules shall be referenced by schedule number and name as identified in this Ordinance and shall identify the person(s), if any, most knowledgeable with regard to the contents of each schedule. Any schedules that are not applicable to the utility's request to increase rates, shall be so designated. All lines in each schedule shall be numbered consecutively starting with the number 1 on the first line of each page.
- E.** The gas utility shall ensure that all workpapers are clearly labeled "Workpaper" and shall clearly indicate the schedule(s) to which the workpaper applies (e.g., W/P A-2.1 would be the first page of the workpapers applicable to Schedule A-2). Workpapers shall clearly

identify all assumptions, calculations, source documents, and other data supporting the amounts presented therein.

PART II – Rate Filing Package Schedules

Schedules: The utility shall provide the following schedules and sub-schedules in accordance with Section 3, Part I.A. and Part I.B of this Ordinance and at the same time the utility files its Statement of Intent. The utility’s schedules and sub-schedules, and other data provided to support the utility’s cost of service, shall be based on the most recent test year for which operating data are available. “Test year” is defined as found in Gas Utility Regulatory Act § 101.003(16). The gas utility shall utilize the Federal Energy Regulatory Commission’s (FERC) Uniform System of Accounts (USOA) prescribed for Natural Gas Companies subject to the Provisions of the Natural Gas Act for all operating and reporting purposes.

Schedule A – Overall Cost of Service:

Schedule A: The gas utility shall provide a schedule presenting its cost of service in accordance with Section 3 of this Ordinance, including its cost of gas and any other costs recovered through any rate adjustment mechanisms. The following amounts shall be shown in separate columns across the schedule:

- a) Historic test year per books, unadjusted;
- b) Test-year ending adjustments;
- c) Known and measurable changes;
- d) Claimed revenue deficiency
- e) Proposed revenue requirement

Schedule A-1: This schedule shall summarize the utility’s present and proposed operating revenue for the test-year used in the utility’s Statement of Intent, unadjusted, showing all proposed adjustments, and the utility’s “as-adjusted” amounts, and shall include a description of each item of other revenues.

Schedule A-2: This schedule shall detail each revenue and expense adjustment summarized in Schedule A and shall show the calculation of each proposed adjustment to test-year, actual, per-book amounts. The proposed adjustments shall be shown, with detailed supporting calculations and supporting references and documentation, on a separate sub-schedule and shall be designated “Schedule A-2.x.” References to supporting workpapers related to each sub-schedule shall be identified with reference to the sub-schedule.

Schedule A-3: This schedule shall provide details regarding the utility’s trial balance for each month of the test year. The trial balance shall include all balance

sheet and income statement accounts and sub-accounts maintained in the utility's normal course of business, for each business division, affiliate and other business unit that is relevant to the asserted revenue requirement. A copy of the utility's chart of accounts containing detailed descriptions for each account and sub-account, shall be included in the workpapers for this schedule.

Schedule A-4: The gas utility shall provide a schedule detailing test-year unadjusted Operations and Maintenance Expenses and Administrative & General Expenses by USOA account and sub-account by month. The expenses shall be shown in columnar form, as follows, with subtotals for each functional classification:

- a) Operation and maintenance expense by account and sub-account, as booked for each month of the test year, and the annual total for each account and sub-account.
- b) Adjustments, if any, to the per books expense.
- c) Total adjusted operation and maintenance expenses claimed.

Schedule A-4a: The gas utility shall provide a schedule detailing test year unadjusted Operations and Maintenance Expenses and Administrative and General Expense by USOA account and sub-account for each affiliate, division or other business unit charging or allocating expenses that are included within the gas utility's asserted cost of service. The expenses shall be shown in columnar form, as follows, with subtotals for each functional classification:

- a) Operation and maintenance expenses by account and sub-account, as booked for each month of the test year, and the annual total for each account and sub-account.
- b) Allocation factor(c) applied to each account or business unit to arrive at the amount assigned to the portion of the total company for which rate relief is sought.
- c) Per book Operation and maintenance expenses claimed for that portion of the system for which rate relief is sought.

Schedule B: Invested Capital & Return (System only unless otherwise stated)

Schedule B-1: This schedule shall be titled "Summary of Invested Capital" and in this schedule the utility shall include each item that the utility is proposing to include as invested capital upon which the requested return is calculated. The historic test-year rate of return shall be shown at the bottom of column (b). The following amounts shall be shown in separate columns across the page:

- a) Historic test year per books, unadjusted.
- b) Proposed adjustments.
- c) As adjusted.

Schedule B-2: In this schedule the gas utility shall provide data detailing the adjustments presented by the utility on Schedule B-1. On separate pages in this set of schedules, the utility shall show each proposed item of invested capital. The schedules shall be sequentially designated Schedule B-2-x.

Schedule B-3: In this schedule the gas utility shall provide data detailing all post-test year adjustments to plant in service, if any. Reference shall be made to other adjustments to the unadjusted cost of service that are proposed to be made to be consistent with the post-test year adjustments shown on this schedule.

Schedule C: Original Cost of Plant in Service

Schedule C-1: In this schedule the gas utility shall provide data presenting the original unadjusted cost of plant in service by USOA plant account as of the end of the historic test year in the first column. The second column shall indicate how amounts were allocated to serve as the basis for the utility's proposed cost of service and increase in rates. The third column shall present the system's original unadjusted cost of plant in service. Proposed adjustments shall be shown in the fourth column with references to other schedules and work papers where the detailed calculation of each adjustment is presented.

Schedule C-2: In this schedule the gas utility shall provide data presenting the original unadjusted cost of plant in service by USOA plant account by month for the historic test year plus the last month of the previous twelve-month period.

Schedule C-3: In this schedule the gas utility shall provide data detailing the system's additions closed to Plant in Service for all periods since the end of the test year in the gas utility's more recently completed general rate case and for construction work in progress as of the end of the historic test year, unadjusted. The following information shall be provided for each construction project:

- a) Date project was begun.
- b) Estimated completion date.
- c) Purpose of the project.
- d) Test year and unadjusted balance.
- e) Estimated completed cost.
- f) Town/city to which the construction related.

Schedule D: Accumulated Depreciation

Schedule D-1: In this schedule the gas utility shall provide data presenting accumulated depreciation by USOA account as of the end of the historic test year, unadjusted. Each proposed adjustment to the historic test year amounts

shall be shown in a separate column by USOA account with the “as adjusted” amount shown in the final column.

Schedule D-2: In this schedule the gas utility shall provide data presenting the calculation of depreciation expense for the unadjusted historic test year and for the utility’s adjusted test period. References shall be provided for each depreciation accrual rate and amortization rate being employed, indicating the regulatory authority for use of such accrual/amortization rates.

Schedule D-3: If the utility is proposing to change depreciation rates, the gas utility shall provide all supporting analyses for the Depreciation Rate Study in this schedule.

Schedule E: Detail of Other Rate Base Items

Schedule E-1: In this schedule the gas utility shall provide data presenting the utility’s calculation of cash working capital. If a lead/lag study is presented, all data supporting that study shall be presented in this schedule and/or in supporting work papers. The utility shall demonstrate that the samples used in the lead/lag study were randomly determined and are statistically representative.

Schedule E-2: In this schedule the gas utility shall provide data presenting all information pertaining to the sale of accounts receivable including the terms of the contract, if applicable. The schedule shall demonstrate that the impact of selling the receivables during the historic test year on the cost of service was less than if the receivables had not been sold.

Schedule E-3: In this schedule the gas utility shall provide data presenting monthly balances for Materials & Supplies and Prepayments. The balances shall be presented by USOA account and sub-account maintained by the utility. (The calculation of the amount of inventories the utility proposes to include in invested capital shall be included in the B-2 schedules.)

Schedule E-4: In this schedule the gas utility shall provide data presenting the monthly balances for customer deposits, contributions in aid of construction and customer construction advances. (The calculation of the amount of customer deposits, contributions, and construction advances the utility proposes to include in invested capital shall be included in the B-2 schedules.)

Schedule F: Capital Structure & Return

Schedule F-1: In this schedule the gas utility shall provide data summarizing the utility’s proposed weighted average cost of capital.

Schedule F-2: In this schedule the gas utility shall provide data presenting the details of the utility's common stock and claimed cost of equity capital. Work papers shall be provided to support the requested cost of equity capital.

Schedule F-3: In this schedule the gas utility shall provide data presenting the details of the utility's preferred stock including any applicable discounts or premium. The calculation of the weighted average cost of debt shall also be presented.

Schedule F-4: In this schedule the gas utility shall provide data presenting separately, the details of the utility's long-term and short-term debt, including the embedded cost of debt. The calculation of the weighted average cost of short term and long term debt shall also be presented.

Schedule F-5: In this schedule the gas utility shall provide a copy of the Company's latest Form 10-K as well as Form 10-Q for each of the last two calendar quarters. If the utility entity filing for the rate increase is not required to separately file these forms, the utility shall provide the forms for any parent or related business entity that is required to file them.

Schedule G: Accounting Information

Schedule G-1: In this schedule the gas utility shall provide data presenting the following total utility payroll information for each month of the test year and for each of the three years prior to the test year in the format described below:

- a) Column (a) – list the twelve months of the test year and each month of the three years prior.
- b) Column (b) – total utility regular payroll.
- c) Column (c) – total utility overtime payroll.
- d) Column (d) – total utility other pay.
- e) Column (e) – total utility payroll (sum of columns b, c and d).
- f) Column (f) – total number of employees.

In this schedule the utility shall also show the payroll information for each month of the test year and the annual information for each of the three years prior to the test year. If the test year is not a calendar year, the gas utility shall provide the information for each of the three years prior to the test year for the same time period as the test year. (e.g., if the test year ended September 30, then provide the payroll date for each of the three prior twelve-month periods ended September 30.)

Schedule G-2: In this schedule the gas utility shall provide the following payroll distribution information for the test year and each of the three years prior, in amounts reconciled to the information in Schedule G-1, above:

- a) Total Company payroll.

- b) Total Company payroll charged to expense.
- c) Total Company payroll charged to capital accounts.
- d) Total Company payroll charged to clearing accounts.

Schedule G-3: In this schedule the gas utility shall list and describe all payments or consideration other than standard pay or standard overtime pay (i.e. bonuses, severance pay, etc.) made to employees of the gas utility and any related business units for which costs are included in the asserted overall cost of service, during the three most recent calendar years prior to the test year as well as for the months of the test year. Workpapers shall be provided containing summary plan descriptions for each bonus, incentive, performance-based and other variable compensation arrangement for which amounts are provided. State whether the Company is requesting rate recovery of these payments by program or plan, and where within the Company's filed schedules such costs are included.

Schedule G-4: In this schedule the gas utility shall provide the following information about bad debt expense:

- a) Company's policy for writing off bad debts.
- b) Methodology used to calculate monthly bad debts accruals and write-offs.
- c) For the test year, list the monthly revenues, the corresponding uncollectible expense, and the amount of net bad debts actually written off for each of the three years prior to the test year as well as for the test year for the total Company.

Schedule G-5: In this schedule the gas utility shall present a summary of advertising expenses for the test year for the total Company:

- a) Amount included in account 909.
- b) Amount included in account 913.
- c) Amount included in account 930.
- d) Six representative advertisements, two from each category listed above.

Schedule G-6: In this schedule the gas utility shall provide details of contributions, donations and dues paid by month for the historic test year for the total Company:

- a) Payee.
- b) Amount.
- c) Business Purpose.
- d) Account(s) charged.

Schedule G-7: In this schedule the gas utility shall provide details of legislative, lobbying, monitoring legislation and any other costs incurred to influence or monitor legislation or to maintain relations with legislators during the test year. Include date of payment, the payee, the purpose of the payment and the account charged.

Schedule G-8: In this schedule the gas utility shall provide detail of penalties, legal settlements and fines included in the test year. Include the date, payee, amount, nature of the penalty/payment and the account(s) charged.

Schedule G-9: In this schedule the gas utility shall present information on all outside services employed during the test year that appear in the USOA 900 series accounts. This schedule shall include the following information:

- a) Expenses amounts by category of service (e.g., engineering, construction, accounting, legal, financial, actuarial, etc.) and by vendor within the category.
- b) Distribution of expenses in part (a) by USOA 900 series account numbers.
- c) Business purpose of each vendor's services.

Schedule G-10: In this schedule the gas utility shall provide detailed information about amounts charged to Miscellaneous General Expenses, USOA account 930.2, for the test year. The schedule shall include the following information: *a list of all amounts charged to this account during the test year by date.* For each charge, provide the name of the payee and a brief description of the services/goods received.

Schedule G-11: In this schedule the gas utility shall provide a schedule detailing the various expenses charged to USOA account 928 during the test year, the proposed adjustments to test-year amounts, and the amount requested for each item.

Schedule G-12: In this schedule the gas utility shall provide data detailing lost and unaccounted for gas for the test year and for each of the three calendar years prior to the beginning of the test year.

Schedule H: Federal Income Taxes

Schedule H-1 In this schedule the gas utility shall provide data showing the test year recorded current and deferred FIT by sub-account and the requested FIT. Supporting explanations and calculations shall be filed in work papers and shall be referenced to this schedule. The gas utility must include supporting explanations and calculations for each line item.

Schedule H-2 In this schedule the gas utility shall provide data that includes a reconciliation detailing all permanent and temporary timing differences and other items that required deferred income tax accounting for the test year. The gas utility shall include a complete explanation of all items in the reconciliation. Supporting calculations for each item in the reconciliation shall be filed in the work papers and shall be referenced to this schedule.

Schedule H-3 In this schedule the gas utility shall provide test-year-end book balances, requested adjustments to those balances, and the resulting adjusted balances for accumulated income tax deferrals for each book/tax timing difference. This schedule shall also show the monthly book balances of accumulated tax deferrals for each of the twelve months of the test year. This schedule shall also include the additions and reductions for the test year. Each item that gives rise to the tax deferrals shall be segregated. Allocations, if any, of these amounts shall be shown and supported by calculations and source documentation in the work papers.

Schedule H-4 In this schedule the gas utility shall provide data supporting the provision for deferred income taxes included in the FIT calculation. Information for each line item must be provided. Work papers supporting the amounts listed shall be included in the filing.

Schedule I: Taxes Other than Income Taxes

Schedule I-1 In this schedule the gas utility shall provide data presenting details of expenses included in USOA account and sub-accounts 408, Taxes Other than Income Taxes, for the unadjusted test year for the total Company. The totals on this schedule should agree with Schedule A-1.

Schedule I-2 In this schedule and subsequently numbered schedules the gas utility shall provide data showing the calculation of the utility's proposed adjustments to test-year levels for each tax. For example, Schedule I-2 might show the detailed calculation of a proposed adjustment to the test-year cost for property taxes while subsequent schedules would show similar detail for each of the other taxes shown on Schedule I-1.

Schedule I-3 In this schedule the gas utility shall provide data showing the ad valorem tax expense for each of the three calendar years immediately prior to the test year. The schedule shall provide the original cost of plant for the total Company as of January 1 of each of the four calendar years immediately prior to the test year.

Schedule J: Affiliate Data

Schedule J-1 In this schedule the gas utility shall list all affiliates and/or other divisions or related business entities of the utility with which the utility had transactions during the test year. The schedule shall include a description of each such entity, listing and describing each category of goods and service provided.

Schedule J-2 In this schedule the gas utility shall provide the most recent entity organizational chart for the utility system showing both regulated and non-regulated affiliates, divisions, and/or other entity during the test year. If relationships changed during the test year, the schedule shall explain each such change and its impact on the utility's transactions with each affiliate, division, and/or related entity.

Schedule J-3 In this schedule the gas utility shall provide data showing the test year-charges to or from the utility and each affiliate, division, and/or related entity by USOA account grouped and subtotaled by class of items.

Schedule J-4 In this schedule the gas utility shall provide data showing affiliate, division, and/or related entity expenses listed by affiliate, division, or entity, and by USOA account on a per book basis. The schedule shall include specific pro-forms adjustments and expenses shall be presented in the schedule on an adjusted basis for the test year.

Schedule J-5 In this schedule the gas utility shall provide data showing any affiliate, division, and/or related entity charges included in capital additions during the test year and each year since the utility's last rate increase.

Schedule J-6 In this schedule the gas utility shall provide data detailing the adjustments to test year unadjusted affiliate/division/related entity transactions including the description, purpose, and amount of each adjustment. This schedule must correlate to Schedule J-4.

Schedule J-7 In this schedule the gas utility shall provide data detailing, for each affiliate, division, and/or related entity with which the gas utility had transactions during the test year, each affiliate's, division's, and/or related entity's allocation of charges to others including the gas utility. If the gas utility had transactions with any such entity during the test year, then the schedule shall provide details of all costs allocated to related companies by all such affiliates during the test year and explain in detail the basis for each allocation.

Schedule J-8 In this schedule the gas utility shall provide any other information necessary to support its burden of proof with regard to transactions with affiliates as set out in GURA and by the courts.

Schedule K: Cost of Service Analysis

Schedule K-1 In this schedule the gas utility shall file a functionalized cost of service study and work papers necessary to support the study. All schedules in this section shall also be filed in Excel worksheets.

Schedule K-2 In this schedule the gas utility shall provide details of recorded and adjusted billing determinants and revenues for the test year by rate class. This data shall include, but not necessarily be limited to revenues from the sales of gas, other revenues, and gas cost adjustment factor revenues.

Schedule L: Rate design Information:

Schedule L-1 In this schedule the gas utility shall provide data showing the following recorded information for each customer class:

- a) The designation of the class.
- b) The total number of customers of the class, on a monthly basis for the 36 months ending at test year-end.
- c) The total consumption in MCF of the customer class, on a monthly basis for the 36 months ending at test year-end.
- d) The total revenues derived from customers of the class, on a monthly basis for the 36 months ending at test year-end..
- e) Customer charge revenues, commodity revenues and base rate revenues shall be separately stated and broken out in the schedule.
- f) A comparison of proposed adjusted customer and consumption levels for each customer class, describing each adjustment made, with supporting calculation and supporting workpapers for each such adjustment.

Schedule L-2 In this schedule the gas utility shall provide data presenting for the system in the test year a bill frequency or other analysis showing consumption and number of bills at each rate and for each customer class for which the gas utility maintains such records in the normal course of business.

Schedule L-3 In this schedule the gas utility shall provide data showing the utility's current and proposed rates of return by customer class under the allocation methods proposed by the utility. The utility shall include all work papers used to derive such rates in this filing.

PART III – Rate Filing Package Additional Requirements

- A. In addition to the schedules required by this Ordinance, if the gas utility has filed a Statement of Intent to increase rates, which

constitutes a "major change," then the gas utility must provide the following additional information as part of its Statement of Intent:

1. A complete set of proposed tariff revisions.
2. A statement specifying in detail each proposed tariff revision, the classes and numbers of utility customers affected thereby, as well as the change in gross revenues (in absolute dollar amounts and in percentage terms – each by customer class and by total amount) that the utility expects the revised tariffs to furnish as opposed to those furnished by existing tariffs.
3. Testimony or a narrative shall be included in the Statement of Intent as part of the rate-filing package. This testimony/narrative shall support the utility's positions with regard to its overall request for rate relief and each proposed adjustment to the test year as well as provide the reasons for and explanation of the requested increase. The utility shall submit two (3) copies of the testimony and reports, if any, of Company representatives and outside expert witnesses used to support such filing.
4. The names of all other cities in which the gas utility will be making a similar filing.
5. Copies of any press releases relative to the filing issued by the Company prior to or at the time of filing.
6. All other information, if any, required by the Gas Utility Regulatory Act.

B. In connection with each Statement of Intent for a "major change" in rates, the gas utility shall make available for review any or all of the following information to the City Attorney's office for inspection or copying upon written request:

- 1) Voluminous supporting studies, work papers, or documentation relied upon by each individual or witness in the presentation of his testimony.
- 2) The gas utility's books of original entry including the general ledger, sub-ledgers, journals, balance sheets, operating income statements, and monthly trial balances by primary account number, for each month during the test year.
- 3) All work papers used to derive the utility's adjusted value of invested capital, which were not included in the filing package.
- 4) All work papers used to derive the utility's test year adjusted operating income, which were not included in the filing package.

Voluminous information and documents shall be made available for review at a location within the jurisdictional limits of this City unless the City states that such information and documents shall be made available for review at an alternate location. In such event, the utility shall make such information and documents available for review in such other designated location.

C. The gas utility shall also make its plants, equipment and other properties or any portion thereof available for inspection and review during normal business hours upon advance notice by the City Attorney.

Section 4. Further Information may be requested.

A. Where information, data, representations are required by the Gas Utility Regulatory Act, but are not set forth in the specific schedules of this package, the gas utility shall set forth such information in testimony or a narrative and/or additional schedules to be filed with this filing package.

B. The City or its city attorney may require the gas utility to produce further information in addition to that submitted in the Statement of Intent, including proprietary information, if reasonably needed to assist the City in making its rate determination.

Section 5. Forms.

For the convenience of the gas utility in assembling the information required in this Ordinance and for the sake of the convenience of the City in interpreting the information, the City or its City Attorney may prescribe the form and format for the submission of the information required in this Ordinance in a Rate Filing Package. Each gas utility shall comply with all applicable forms and formats, which have been so prescribed.

Section 6. Affidavit required.

Each Statement of Intent and associated rate filing package and supplement or addendum thereto shall be supported by an affidavit or have an affidavit attached thereto setting forth that all information contained therein is true and correct.

Section 7. Expert assistance.

Pursuant to Gas Utility Regulatory Act § 103.022, the City reserves the right to select and engage expert rate consultants, accountants, auditors, attorneys, engineers, or any combination thereof to conduct investigations, present evidence, advise and represent the City or assist with litigation in rate

making proceedings and to require the utility to reimburse the City for the reasonable costs of such services.

Section 8. Compliance with law.

To the extent of any conflict between any of the terms or provisions herein and any state or federal law, rule or regulation, which has precedence over this chapter as a matter of law, the provisions of such state or federal law, rule or regulation shall prevail.

Section 9. Interpretation.

The provisions of this Ordinance shall not be construed to relieve any gas utility of its obligation to file with and make available to the City, the City Manager, or any other City officer or agency of the City, any information not specified herein which is required to be furnished or made available by state law. Furthermore, each gas utility shall file, furnish and make available to the City or its City Attorney, within such time limits as he or she reasonably prescribes, all information that the City may from time to time lawfully request.

Section 10. Waiver of schedules, reports, etc.

Upon written request of the applicant gas utility, the City Attorney may waive, in writing, the filing of a specific schedule or other information required by this Ordinance, if such schedule or information is not otherwise required to be provided by statute as set forth herein. The City Attorney may grant a request for waiver only after the utility has shown that the City's ability to make a rate determination would not be frustrated by exclusion of such information and that the City has reasonable alternatives to the information that is the subject of the waiver request. Denial of a waiver request renders that filing insufficient. Applications found insufficient shall be abated to allow the utility to correct its defect within a reasonable period, such period not to exceed 30 days.

Section 11. Non-waiver of Jurisdiction.

Nothing contained in this Ordinance shall be construed as a waiver or surrender of the City's jurisdiction over the regulation of the rates, services, or operations provided by any utility. The City reserves the right to adopt modifications to the requirements adopted in this Ordinance.

Section 12. Proprietary Gas Utility Information

A. A gas utility providing information required by this Ordinance may request that the City treat such information as "confidential" or "highly

sensitive confidential.” The gas utility shall make a written request to the City or its City Attorney that the information not be made routinely available for public inspection. Each request shall contain a statement of the reasons for withholding inspection and a statement of the facts and laws upon which those reasons are based. The request for nondisclosure shall be treated and construed in accordance with applicable state and federal law, including the Texas Open Records Act, Ch. 552, Texas Government Code. The burden of showing eligibility for nondisclosure is on the gas utility.

B. For those schedules that include information that the gas utility claims is confidential and proprietary, each page containing such information will be provided under seal; however, schedules and other documents containing information that is claimed to be confidential and proprietary may be presented in redacted form.

C. Unless a protective agreement between the City and the gas utility controls the disclosure and use of proprietary, protected, or confidential information, the information required to be submitted by this Ordinance, whether claimed as “confidential: or “highly sensitive confidential” or other similar basis, the gas utility, must provide such information in non-redacted form to the City or its City Attorney under seal. Each page of this sealed filing containing “confidential” or “highly sensitive confidential” information shall be clearly labeled as such. Two copies of the confidential information will be provided to the City or its City Attorney. One copy of “highly sensitive confidential” information will be provided to the City or its City Attorney. No further copies of information provided under seal may be made by the City or its City Attorney absent prior written approval of the gas utility submitting such information under seal, unless and to the extent the Attorney General or another authority with jurisdiction finds that the information does not fall within an exception to the Texas Public Information Act.

Section 13. Notices

The copy of this Ordinance shall be sent to each gas utility operating within the City.

Section 14. Savings Clause.

If any term, condition, or section of this Ordinance or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, unenforceable, or unconstitutional, the remainder hereof and the application of such term, condition, or section to persons or circumstances other than those as to whom it shall be held to be invalid, unenforceable, or unconstitutional shall not be affected thereby, and this Ordinance and all the terms, conditions, and sections hereof shall, in all respects, continue to be

effective and to be complied with. It is the intent of City in adopting this Ordinance that no portion or provision thereof shall become inoperative or fail by reason of any invalidity, unenforceability, or unconstitutionality of any other portion or provision, and to this end all provision of this Ordinance are declared to be severable.

Section 15. Passed at Open Meeting

That the meeting at which this Ordinance was passed was conducted in strict compliance with the Texas Open Meeting Act (Texas Government Code Chapter 551).

Section 16. Cumulative Requirements and Effective Date.

This Ordinance is cumulative of all other requirements under state law and shall become effective upon passage and publication as required by state law.

Passed by the City Council on first reading the _____ day of _____, 2013

Passed by the City Council on second reading the _____ day of _____, 2013

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

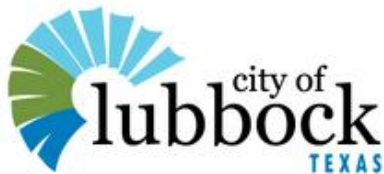
Alfred Herrera, Herrera & Boyle, PLLC

APPROVED AS TO FORM:



Sam Medina, City Attorney

ccdcs/atmosWTX
September 3, 2013



Regular City Council Meeting

5. 4.

Meeting Date: 09/10/2013

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Consider Ordinance 2013-O0081 abandoning and closing two five-foot Lubbock Power & Light (LP&L) underground utility easements located in Fox Ridge Addition, Lubbock County Texas, 9806 and 9805 Vernon Avenue.

Item Summary

On August 22, 2013, the City Council approved the first reading of the ordinance.

This ordinance abandons and closes two five-foot wide LP&L easements located in Fox Ridge Addition, just south of 98th Street and Vernon Avenue. The lots are being re-platted and the easements will be relocated to the north. LP&L is in agreement with the easement closures.

Fiscal Impact

None.

Staff/Board Recommending

R. Keith Smith, P. E., Chief Operating Officer

Attachments

Ordinance - Fox Ridge

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING TWO 5-FOOT LP&L UNDERGROUND UTILITY EASEMENTS, LOCATED IN FOX RIDGE 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.

North 5' of Lots 174 and 177 Fox Ridge Addition to the City of Lubbock, Lubbock County, Texas, recorded under County Clerk File No. 2010039440.

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 _____, 2013.

Passed by the City Council on second reading this _____, 2013.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Dave Booher, Right-of-Way Agent

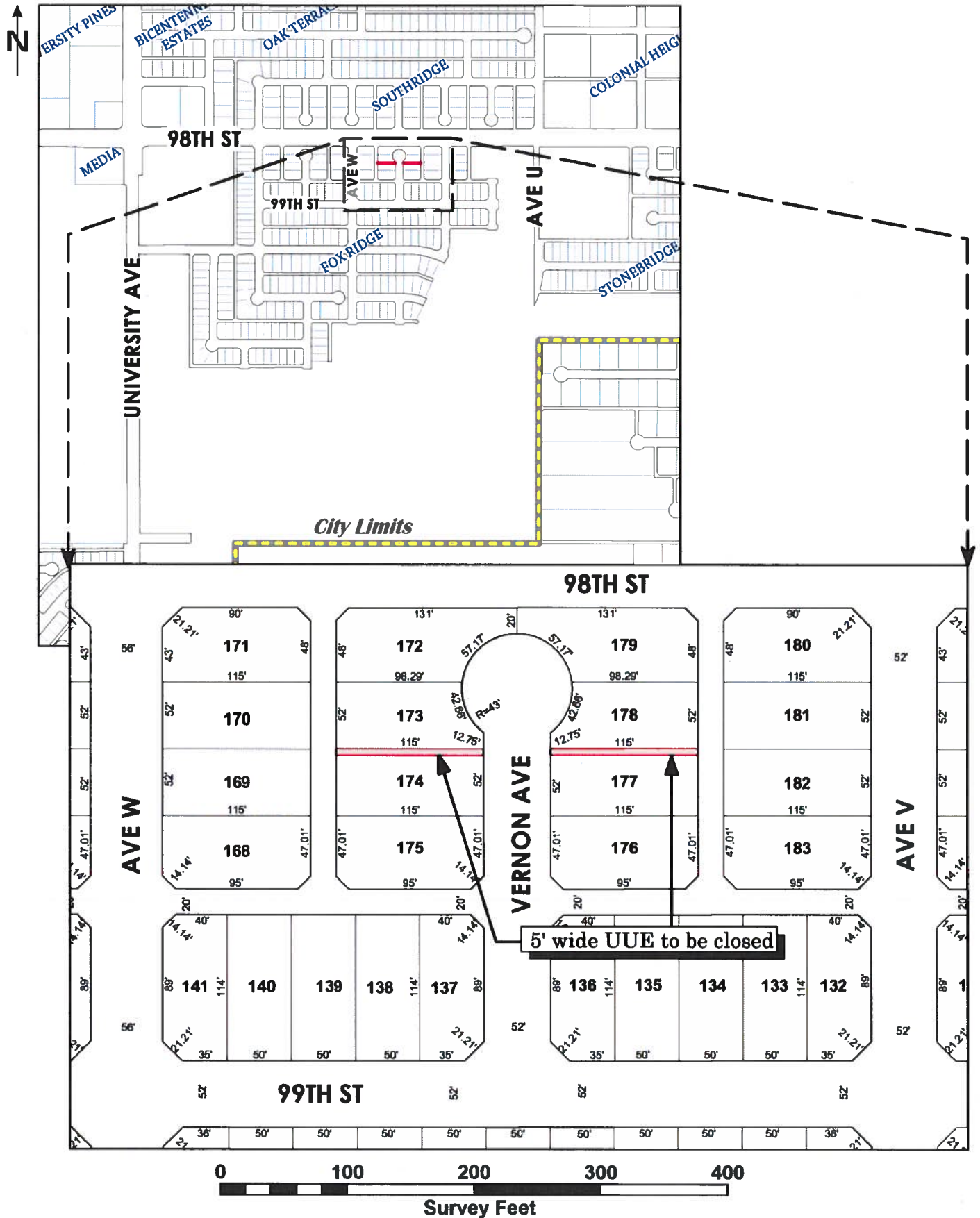
APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

A&C-Easements-Fox Ridge Addn.ord
7.30.13

Proposed Closing of 2 Lubbock Power & Light - 5' wide Underground Utility Easements Located Along North 5' of Lots 174 & 177, Fox Ridge 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. 5.

Meeting Date: 09/10/2013

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Consider Ordinance 2013-O0082 abandoning and closing a portion of a 30-foot wide sanitary sewer line easement located in Section 21, Block AK, Lubbock County Texas, 10202 Frankford Avenue.

Item Summary

On August 22, 2013, the City Council approved the first reading of the ordinance.

This ordinance abandons and closes a portion of a 30-foot wide sanitary sewer line easement located in Section 21, Block AK, just south of 102nd Street and west of Frankford Avenue. Truett Craft, the owner of the property, has requested the closure due to new development in the area. Water Utilities Engineering is in agreement with the easement.

Fiscal Impact

None.

Staff/Board Recommending

R. Keith Smith, P. E., Chief Operating Officer

Attachments

Ordinance - Truett Craft

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A PORTION OF A 30 FOOT SANITARY SEWER LINE EASEMENT, LOCATED IN BLOCK AK, SECTION 21, 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 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 is hereby closed, vacated and abandoned for easement purposes and for public use, such easement being more particularly described as follows:

All of that portion of a Sanitary Sewer line easement in Vol. 8425, Page 28, out of Section 21, Block AK, being west of Frankford Avenue and south of 102nd Street.

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 _____, 2013.

Passed by the City Council on second reading this _____, 2013.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Dave Booher, Right-of-Way Agent

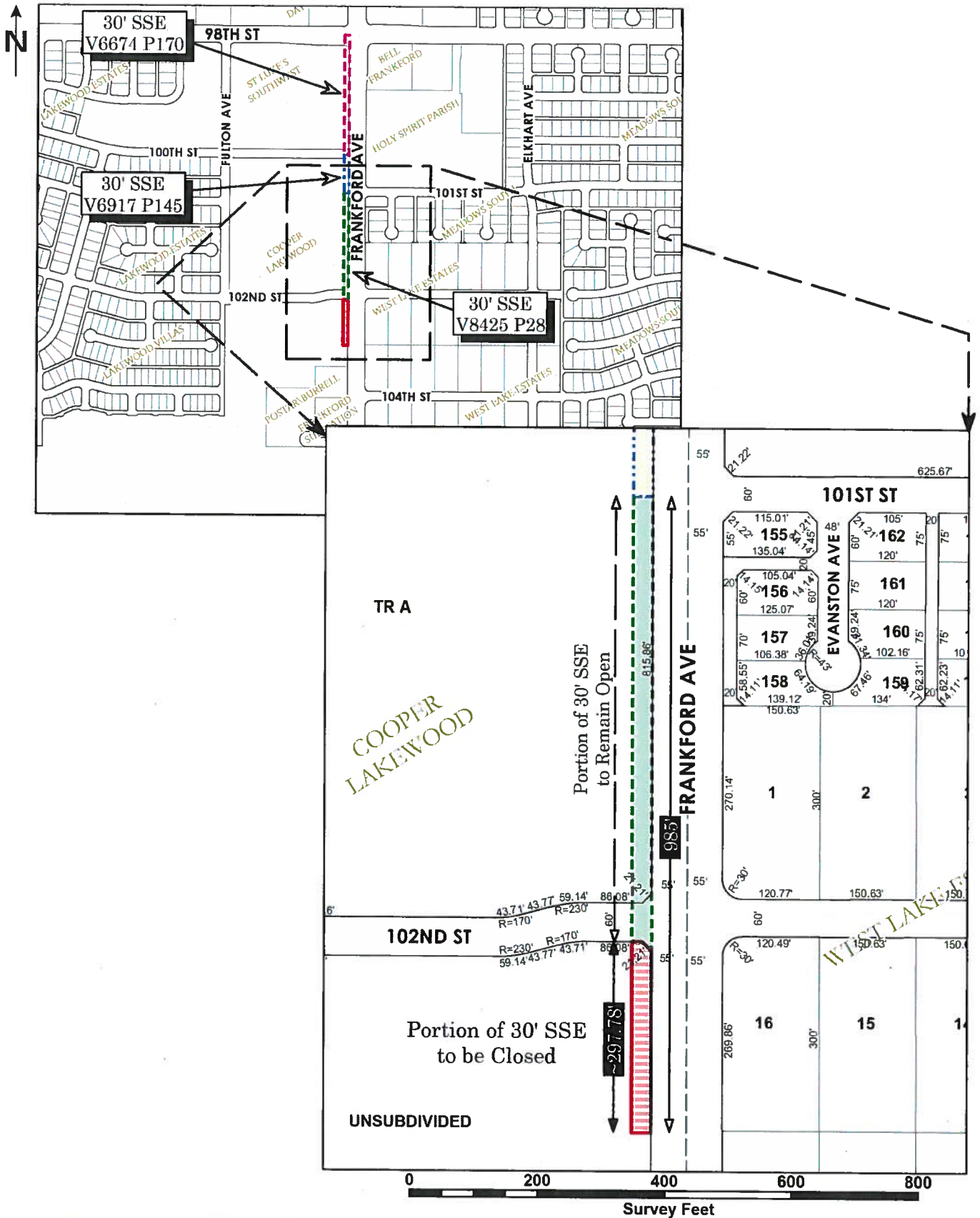
APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

A&C-Block AK, Section 21.ord
07.30.13

**Proposed Closing of the Portion of a 30' wide Sanitary Sewer Line Easement
Lying South of 102nd Street and West of Frankford Avenue
as Described in V. 8425 P. 28**



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. 6.

Meeting Date: 09/10/2013

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: An ordinance abandoning and closing a 20-foot underground utility easement and a 22.5-foot cross access, drainage, and underground utility easement located west of Loop 289 and north of 34th Street, 6010 34th Street.

Item Summary

On August 22, 2013, the City Council approved the first reading of the ordinance.

This ordinance abandons and closes a 20-foot underground utility easement and a 22.5-foot cross access, drainage, and underground utility easement, located west of Loop 289 and north of 34th Street between west Loop 289 and Iola Avenue. The easements are being closed for new development on the property.

Fiscal Impact

None.

Staff/Board Recommending

R. Keith Smith, P. E., Chief Operating Officer

Attachments

Ordinance - 6010 34th Street

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A 20-FOOT UNDERGROUND UTILITY EASEMENT, AND A 22.5-FOOT CROSS ACCESS EASEMENT, DRAINAGE EASEMENT AND UNDERGROUND UTILITY EASEMENT, LOCATED IN BLOCK AK, SECTION 44, 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 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 easement being more particularly described as follows:

All of that 20-foot underground utility easement granted to City of Lubbock, located out of Block AK, Section 44, Lubbock County, Texas recorded under County Clerk File No. 2013025119.

All of that certain 22.5-foot cross access easement, drainage easement and underground utility easement granted to City of Lubbock, located out of Block AK, Section 44, Lubbock County, Texas reordered under County Clerk File No. 2013025121.

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 _____, 2013.

Passed by the City Council on second reading this _____, 2013.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Dave Booher, Right-of-Way Agent

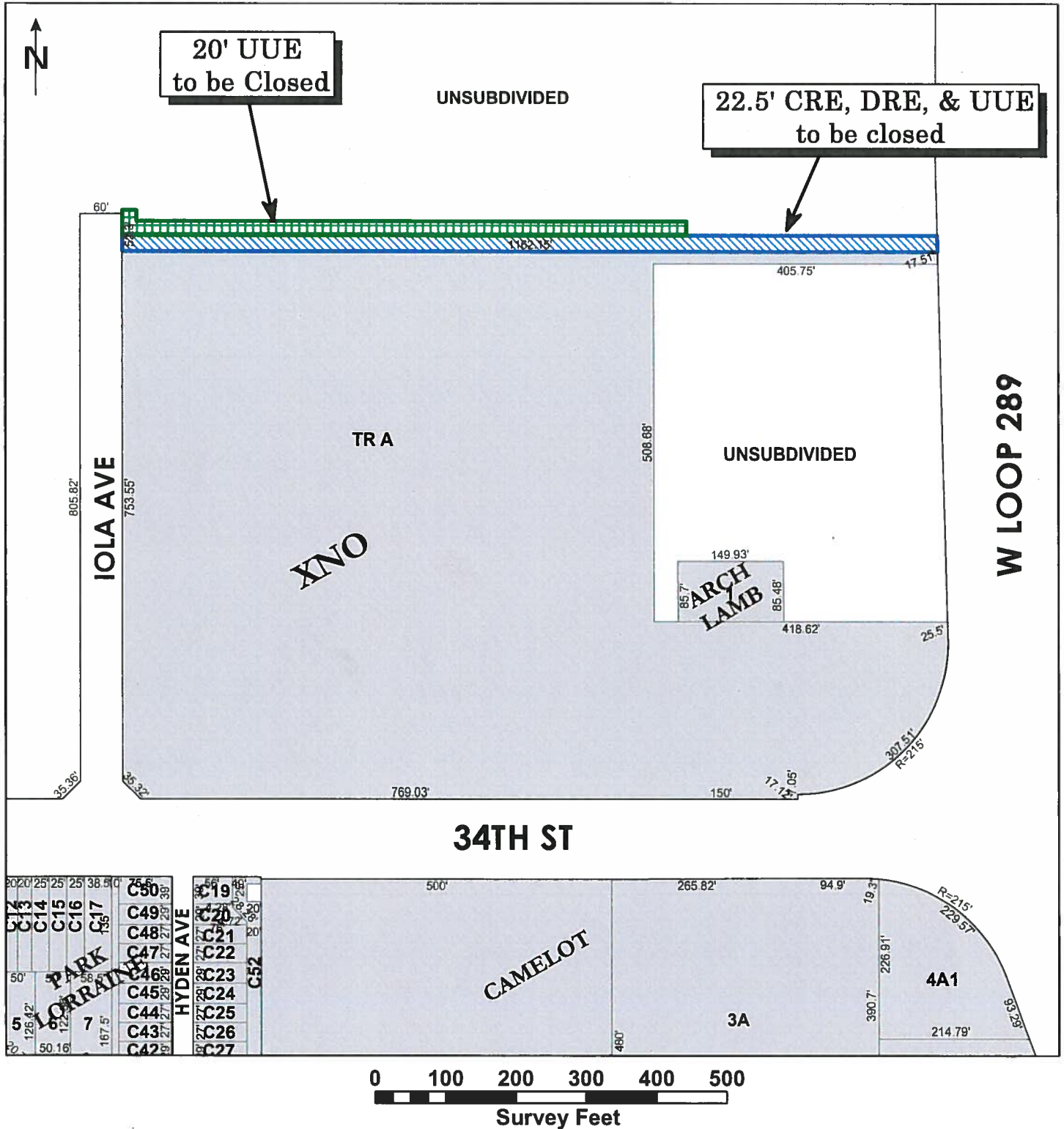
APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

A&C-Block AK, Section 44.ord
07.10.2013

Proposed Closing of 20' wide Underground Utility Easement and a 22.5' wide Cross Access, Drainage, & Underground Utility Easement Located North of Tract A, XNO Addition and Between West Loop 289 and Iola Avenue



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

5.7.

Meeting Date: 09/10/2013

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute contract 11512 with Elite Paint Ball Partnership, LLC, for the use of City vacant land for a paint ball lease, 4000 East 50th Street.

Item Summary

The lease agreement with Elite Paint Ball, located at 4000 East 50th Street involves the leasing of City-owned vacant land just east of East Loop 289 and north of 50th Street for paint ball activities. The lease term is three years.

Lubbock Water Advisory Commission approved the lease on September 5, 2013.

Fiscal Impact

The City will receive \$208.33 per month.

Staff/Board Recommending

R. Keith Smith, P. E., Director of Public Works

Attachments

Resolution - Elite Paint Ball

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 Lease Agreement by and between the City of Lubbock and Elite Paint Ball Partnership, LLC, and related documents. Said Lease Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:




R. Keith Smith, P.E., Director of Public Works



Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

ee:ccdocs/RES.Agrmt-Elite Paint Ball
August 7, 2013

LEASE

This Lease is entered into on this ____ day of _____, 2013, between THE CITY OF LUBBOCK, a Texas home rule municipal corporation ("Landlord"), and ELITE PAINT BALL PARTNERSHIP, LLC, ("Tenant").

ARTICLE I. DEMISE OF LEASED PREMISES

Section 1.01 Leased Premises. In consideration of the mutual covenants and agreements of this lease, and other good and valuable consideration, Landlord demises and leases to Tenant, and Tenant leases from Landlord the premises situated in Lubbock, Lubbock County, Texas, legally described on Exhibit A attached to this lease, and made a part of this lease for all purposes (collectively referred to as "the premises" or "the leased premises" in this lease).

ARTICLE 2. LEASE TERM

Section 2.01 Term. The term of this lease is three (3) years (the "Primary Term") beginning on the date of execution of this Lease by the Landlord unless terminated sooner as provided in this Lease. Landlord retains the right, at its election, to terminate this lease by giving Tenant thirty (30) days written notice that lease is terminated.

Section 2.02 Termination. This Lease will terminate without further notice when the term specified in § 2.01 expires, and any holding over by Tenant after that term expires will not constitute a renewal of the lease or give Tenant any rights under the Lease in or to the premises.

ARTICLE 3. RENT

Section 3.01 Rent. Tenant will pay Landlord Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) per year during the term of this Lease, as same may be extended.

Section 3.02 Time of Payment. Tenant shall pay all rent due under this article on an annual basis, beginning on the date of execution of this Lease by the Landlord, and thereafter on each annual anniversary date thereof during the term of the lease. Payments must be in lawful money of the United States.

Section 3.03 Interest. Rent installments unpaid for thirty (30) days shall bear interest at the rate of twelve percent (12%) annually, beginning on the day after each such installment was due and continuing until the installment is paid. Nothing in this Lease shall be construed as providing for Landlord receiving collecting and/or demanding a rate of interest greater than provided for under Texas Law. In the event Landlord receives interest in excess of the highest lawful rate, such funds shall be applied to the next year's rental payment, or in the event no further rental payments are due, refunded to Tenant.

ARTICLE 4. UTILITIES

Section 4.01 Utilities. Tenant acknowledges that no utilities of any kind, including but not limited to water, gas, or sewer are available to or on the leased premises and no such utilities shall be provided. Notwithstanding this Section, Tenant may arrange for electric service to be provided to the leased premises at Tenant's sole expense,

ARTICLE 5. USE OF PREMISES

Section 5.01 Use of Premises.

a. Tenant may use the premises for the purpose of engaging in paint ball activities and for no other purpose without the written consent of Landlord. Tenant may not place, install, build or construct any improvements on the leased premises. Landlord will not unreasonably withhold consent to a change of use.

b. Under no circumstances during the term of this lease will Tenant use or cause to be used on the premises any hazardous or toxic substances or materials, including without limitation hazardous substances, as defined in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 (14)) and/or asbestos, in any form, or store or dispose of any such substances or materials on the premises. Tenant shall not place or allow to be placed on the leased premises any tires, vehicles or regulated waste materials, and leased premises must be kept clean and free of trash, waste and debris by the Tenant.

Section 5.02 Illegal Use. Tenant may not use all or any part of the premises or any building situated on them for any use or purpose that violates any valid and applicable law, regulation, or ordinance of the United States, the State of Texas, the County of Lubbock, the City of Lubbock, or other lawful authority with jurisdiction over the premises.

Section 5.03 Security. Tenant shall take any and all actions necessary to protect the leased premises and all persons who enter upon same. Tenant shall inspect on as frequent a basis as necessary the leased premises to identify and remedy all premise defects upon or affecting the leased premises.

ARTICLE 6. ENCUMBRANCE OF LEASEHOLD ESTATE

Section 6.01 No Encumbrance. Tenant shall not encumber the leasehold interest by deed of trust, mortgage, or other security instrument.

ARTICLE 7. MECHANIC'S LIENS

Section 7.01 Mechanic's Liens. Tenant shall not cause or permit any mechanics' liens or other liens to be filed against the fee of the premises or against Tenant's leasehold interest in the land or any buildings or improvements on the premises by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Tenant or anyone holding the premises or any part of them through or under Tenant. If such a mechanic's lien or materialman's lien is

recorded against the premises or any buildings or improvements on them, Tenant must either cause it to be removed or, if Tenant in good faith wishes to contest the lien, take timely action to do so, at Tenant's sole expense. If Tenant contests the lien, Tenant will indemnify Landlord and hold it harmless from all liability for damages occasioned by the lien or the lien contest and will, in the event of a judgment of foreclosure on the lien, cause the lien to be discharged and removed before the judgment is executed.

ARTICLE 8. INSURANCE AND INDEMNIFICATION

Section 8.01 Indemnity and Release. THE TENANT 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, TO THE ACTIVITIES CONTEMPLATED HEREUNDER AND ARE CAUSED BY THE ACT, OMISSION AND/OR NEGLIGENCE OF THE TENANT, THE TENANT'S RESPECTIVE OFFICERS EMPLOYEES, OFFICIALS AND AGENTS.

THE INDEMNITY PROVIDED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Section 8.02 Insurance. Tenant shall procure and carry, at its sole cost and expense through the life of this Agreement, insurance protection as hereinafter specified, in form and substance satisfactory to the Landlord, carried with an insurance company authorized to transact business in the State of Texas covering all foreseeable aspects and operations in connection with this Lease, including but not limited to, all aspects, operations and/or occurrences to which Tenant has indemnified the Landlord, as provided in Section 8.01 hereof. A Certificate of Insurance specifying each and all coverages and a copy of such policy shall be submitted to the Landlord prior to the execution of this Agreement. Landlord shall cause each required policy to require the insurer to (i) give notice to the City as specified herein of termination of any such policy, sixty (60) days before such termination is to be effective, and (ii) contain a waiver of any and all of the insurer's rights to subrogation that any such insurer or insurers may acquire by virtue of payment of any loss under such insurance. Landlord shall provide to the City proof of the below-described insurance on or before fourteen (14) days prior to the expiration date of each expiring policy.

Comprehensive General Liability Insurance. Tenant shall have comprehensive general liability insurance, with limits of \$1,000,000.00 combined single limit in the aggregate and per occurrence. The Landlord shall be named as an additional insured on a primary and non-contributory basis in such policy.

ARTICLE 9. ASSIGNMENT AND SUBLEASE

Section 9.01 No Assignment. Tenant shall not sell or assign its leasehold estate in its entirety or any portion of it, nor may it sublet the premises or any portion of them or any portion

of any building or other improvement erected on the premises, without the prior written consent of Landlord.

ARTICLE 10. DEFAULT AND REMEDIES

Section 10.01 Termination on Default. If Tenant defaults in performing any covenant or term of this lease, and does not correct the default within fifteen (15) days after receipt of written notice from Landlord to Tenant, Landlord may declare this Lease and all rights and interests created by it terminated. If Landlord elects to terminate, this Lease will cease as if the day of Landlord's election were the day originally fixed in the Lease for its expiration.

Section 10.02 Remedies Cumulative. Any termination of this lease as provided in this article shall not relieve Tenant from paying any sum or sums due and payable to Landlord under the Lease at the time of termination, or any claim for damages then or previously accruing against Tenant under this Lease. Further, in the event of termination, Tenant shall have no rights to any rents paid in advance, and all of said rents shall be and remain the property of Landlord. Any such termination shall not prevent Landlord from enforcing the payment of any such sum or sums or claim for damages by any remedy provided for by law, or from recovering damages from Tenant for any default under the Lease. All Landlord's rights, options, and remedies under this Lease will be construed to be cumulative, and no one of them is exclusive of the other. Landlord may pursue any or all such remedies or any other remedy or relief provided by law, whether or not stated in this Lease. No waiver by Landlord of a breach of any of the covenants or conditions of this Lease may be construed a waiver of any succeeding or preceding breach of the same or any other covenant or condition of this Lease.

ARTICLE 11. GENERAL PROTECTIVE PROVISIONS

Section 11.01 Right of Entry. Tenant must permit Landlord or its agents, representatives, or employees to enter the premises for the purposes of inspection, determining whether Tenant is complying with this Lease, maintaining, repairing, or altering the premises, or showing the premises to prospective tenants, purchasers, mortgages, or beneficiaries under trust deeds.

Section 11.02 No Partnership. The relationship between Landlord and Tenant is at all times solely that of Landlord and Tenant and may not be deemed a partnership or a joint venture.

Section 11.03 Bankruptcy. Bankruptcy insolvency, assignment for the benefit of creditors, or the appointment of a receiver will not affect this Lease as long as Tenant and Landlord or their respective successors or legal representatives continue to perform all covenants of this Lease.

Section 11.04 No Waiver. No waiver by either party of any default or breach of any covenant or term of this Lease may be treated as a waiver of any subsequent default or breach of the same or any other covenant or term of this Lease.

Section 11.05 Release of Landlord. If Landlord sells or transfers all or part of the premises and as a part of the transaction assigns its interest as Landlord in this Lease, then as of the effective date of the sale, assignment, or transfer, Landlord will have no liability under this Lease to Tenant, whenever occurring or accruing.

Section 11.06 Security. Tenant shall take any and all actions necessary to protect the leased premises and all persons who enter upon same. Tenant shall inspect on as frequent a basis as necessary, the leased premises to identify and remedy all premise defects upon or affecting the leased premises.

ARTICLE 12. MISCELLANDEOUS

Section 12.01 Delivery of Rents and Notices. All rents or other sums, notices, demands, or requests from one party to another may be personally delivered or sent by mail, certified or registered, postage prepaid, to the addresses stated in this section and are considered to have been given at the time of personal delivery or of mailing.

Landlord

City of Lubbock
Attn: Dave Booher
P O Box 2000
Lubbock, Texas 79457
Telephone: 806-775-2352
Facsimile: 806-775-3074

Tenant

Elite Paint Ball Partnership, LLC
4813 54th Street
Lubbock, Texas 79414
Telephone 806-470-1334

Section 12.02 Multiple Parties. If this Lease names more than one Landlord or Tenant, service of any notice on any one Tenant or Landlord is considered service on all Tenants or Landlords, respectively.

Section 12.03 Non-Arbitration. The Landlord 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 Landlord 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.

Section 12.04 Applicable Law. This agreement is to be construed under Texas law and all obligations of the parties created by this Lease are performable in Lubbock County, Texas.

Section 12.05 Construction. If any one or more of the provisions contained in this Lease are for any reason held to be invalid, illegal, or enforceable in any respect, the invalidity, illegality or unenforceability will not affect any other provision of the Lease which will be construed as if it had not included the invalid, illegal, or unenforceable provision.

Section 12.06 Prior Agreements. This Lease constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter.

Section 12.07 Amendment. No amendment, modification, or alteration of this Lease is binding unless in writing, dated subsequent to the date of this Lease and duly executed by the parties.

Section 12.08 Rights and Remedies Cumulative. The rights and remedies provided by this Lease agreement are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. The rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Section 12.09 Attorney's Fees. If, as a result of either party's breaching this agreement, the other party employs an attorney to enforce its rights under this Lease, then the breaching or defaulting party will pay the other party the reasonable attorney's fees and costs incurred to enforce the Lease.

Section 12.10 Time of Essence. Time is of the essence of this agreement.

THIS LEASE has been executed by the parties on the date and year first above written.

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



R. Keith Smith, P.E., Director of Public Works



Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

ELITE PAINT BALL PARTNERSHIP, LLC



Billy Bryant



Richard D. Bryant

EXHIBIT

"A"

PLAT OF SURVEY

ON A 29.802 ACRE TRACT OUT OF SECTION ONE (1), BLOCK B, T.T. RR. CO. SURVEY, LUBBOCK COUNTY, TEXAS

tabbies

(VOLUME 202, PAGE 403)

METES AND BOUNDS DESCRIPTION ON A 29.802 ACRE TRACT OUT OF SECTION ONE (1), BLOCK B, T.T. RR. COMPANY SURVEY, LUBBOCK COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS BEGINNING AT A 5/8" IRON ROD FOUND IN THE NORTH LINE OF F.M. 835 FOR THE BEGINNING POINT OF THIS DESCRIPTION, WHENCE THE SOUTHEAST CORNER OF SAID SECTION 1, BLOCK B, IS CALLED TO BEAR S89°59'45"E, A DISTANCE OF 162.00 FEET AND 500'00'15"W, A DISTANCE OF 102.67 FEET; THENCE 500'00'15"W, ALONG THE NORTH LINE OF SAID F.M. 835, A DISTANCE OF 20.00 FEET TO AN "X" SET IN CONCRETE FOR THE SOUTHEAST CORNER OF THIS TRACT; THENCE N89°41'04"W (CALL N89°40'25"W), ALONG THE NORTH LINE OF SAID F.M. 835, A DISTANCE OF 741.63 FEET (CALL 741'5") TO A 5/8" IRON ROD FOUND FOR A CORNER OF THIS TRACT; THENCE N00°18'00"E, ALONG THE NORTH LINE OF SAID F.M. 835, A DISTANCE OF 10.00 FEET TO A 5/8" IRON ROD FOUND IN THE EAST LINE OF LOOP 289, FOR THE START OF A CURVE TO THE RIGHT AND FOR A CORNER OF THIS TRACT; THENCE NORTHWESTERLY AROUND THE ARC OF SAID CURVE TO THE RIGHT AND THE EAST LINE OF SAID LOOP 289, AN ARC DISTANCE OF 306.91 FEET TO A 5/8" IRON ROD FOUND FOR THE END OF SAID CURVE TO THE RIGHT AND FOR A CORNER OF THIS TRACT; SAID CURVE HAVING A RADIUS OF 215.00', A CENTRAL ANGLE OF 81°47'23" AND A CHORD THAT BEARS N48°22'35"W, A DISTANCE OF 281.51'; THENCE N07°27'25"W (CALL N07°28'45"W), ALONG THE EAST LINE OF SAID LOOP 289, A DISTANCE OF 437.90 FEET TO A CONCRETE HIGHWAY RIGHT-OF-WAY MONUMENT FOUND FOR A CORNER OF THIS TRACT; THENCE N00°21'15"E, ALONG THE EAST LINE OF SAID LOOP 289, A DISTANCE OF 506.10 FEET TO A 5/8" IRON ROD FOUND FOR A CORNER OF THIS TRACT; THENCE N07°36'45"E, ALONG THE EAST LINE OF SAID LOOP 289, AT A DISTANCE OF 289.10 FEET PASSES A 5/8" IRON ROD FOUND FOR THE NORTHWEST CORNER OF TRACT FOUR (4), AS DESCRIBED IN VOLUME 2318, PAGE 73, DEED RECORDS OF LUBBOCK COUNTY, TEXAS CONTINUING FOR A TOTAL DISTANCE OF 771.21 FEET TO A 1/2" IRON ROD AND CAP SET FOR THE NORTH CORNER OF THIS TRACT; THENCE S50°41'40"E, A DISTANCE OF 454.40 FEET TO A 1/2" IRON ROD AND CAP SET FOR A CORNER OF THIS TRACT; THENCE S30°47'47"E, A DISTANCE OF 200.59 FEET TO A 1/2" IRON ROD AND CAP SET FOR A CORNER OF THIS TRACT; THENCE S00°05'57"E, A DISTANCE OF 201.89 FEET TO A 1/2" IRON ROD AND CAP SET FOR A CORNER OF THIS TRACT; THENCE S40°37'34"E, A DISTANCE OF 305.78 FEET TO A 1/2" IRON ROD AND CAP SET FOR A CORNER OF THIS TRACT; THENCE S17°29'15"E, A DISTANCE OF 206.33 FEET TO A 1/2" IRON ROD AND CAP SET FOR A CORNER OF THIS TRACT; THENCE S26°31'35"E, A DISTANCE OF 181.41 FEET TO A 1/2" IRON ROD AND CAP SET FOR A CORNER OF THIS TRACT; THENCE S09°21'47"E, A DISTANCE OF 667.64 FEET TO THE PLACE OF BEGINNING, CONTAINING 29.802 ACRES

289

(VOLUME 715, PAGE 341)

(VOLUME 202, PAGE 403)

DOUBLE MOUNTAIN FORK

NORTH LINE TRACT 4

29.802 ACRES

TRACT NO. 4 (VOLUME 2318, PAGE 73)

LOOP

(VOLUME 769, PAGE 519)

(CALL N07°28'45"W)

N07°27'25"W

437.90'

R = 215.00'
Δ = 81°47'23"
L = 306.91'

10.00'

(CALL 741.5')

741.63'

N89°41'04"W (CALL N89°40'25"W)

(VOLUME 384, PAGE 49)

835

BRAZOS RIVER

(VOLUME 2318, PAGE 73)

509°21'47"E

667.64'

FROM THIS POINT THE SOUTHEAST CORNER OF SECTION 1, BLOCK B, IS CALLED TO BEAR S89°59'45"E, 162.00' AND 500'00'15"W, 102.67'

20.00'

S17°29'15"E

206.33'

S26°31'35"E

181.41'

S30°47'47"E

200.59'

S50°41'40"E

454.40'

S00°05'57"E

201.89'

S40°37'34"E

305.78'

S17°29'15"E

206.33'

S26°31'35"E

181.41'

S30°47'47"E

200.59'

S50°41'40"E

454.40'

S00°05'57"E

201.89'

S40°37'34"E

305.78'

LEGEND:
SCALE: 1" = 200'
HEAVY LINES INDICATE LIMITS OF SURVEY.
● = FOUND 5/8" IRON ROD.....CM
■ = FOUND CONC. R.O.W. MONUMENT.....CM
● = SET 1/2" IRON ROD AND CAP
▲ = SET "X" IN CONCRETE
PMRD = PHYSICAL MONUMENT OF RECORD DIGNITY.
CM = CONTROLLING MONUMENT.
THIS PLAT INVALID UNLESS IT BEARS SURVEYOR'S ORIGINAL SIGNATURE.

SURVEYORS REPORT:
THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE INDIVIDUAL AND/OR INSTITUTIONS NAMED ON THIS SURVEY. IT IS NON TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR INDIVIDUALS WITHOUT EXPRESSED RECERTIFICATION BY SAWYER SURVEYING CO.
THIS PLAT IS THE PROPERTY OF SAWYER SURVEYING CO. REPRODUCTION OF THIS PLAT FOR ANY PURPOSE IS EXPRESSLY FORBIDDEN WITHOUT THE WRITTEN CONSENT OF AN AUTHORIZED AGENT OF SAWYER SURVEYING CO.
THIS SURVEY IS SUBJECT TO ANY FACTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
RECORD DOCUMENTS OTHER THAN THOSE SHOWN MAY AFFECT THIS TRACT.
VISIBLE EVIDENCE OF CONDITIONS AFFECTING THIS TRACT IS AS SHOWN ON THIS PLAT.
MONUMENTS INDICATED AS FOUND BY THIS SURVEY ARE NOT "PHYSICAL MONUMENTS OF RECORD DIGNITY" UNLESS SO NOTED.
FOUND MONUMENTS ARE ACCEPTED BY THIS SURVEYOR AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.
BEARINGS RELATIVE TO THE RECORD CALL OF THE EAST LINE OF SECTION 1, VOLUME 2318, PAGE 73, DEED RECORDS, LUBBOCK COUNTY, TEXAS

NOTE: A SEPARATE METES AND BOUNDS DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT

I, CHARLES LYNN SAWYER, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT AND DESCRIPTION WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.
SURVEYED MAY 21, 2009

Charles Lynn Sawyer

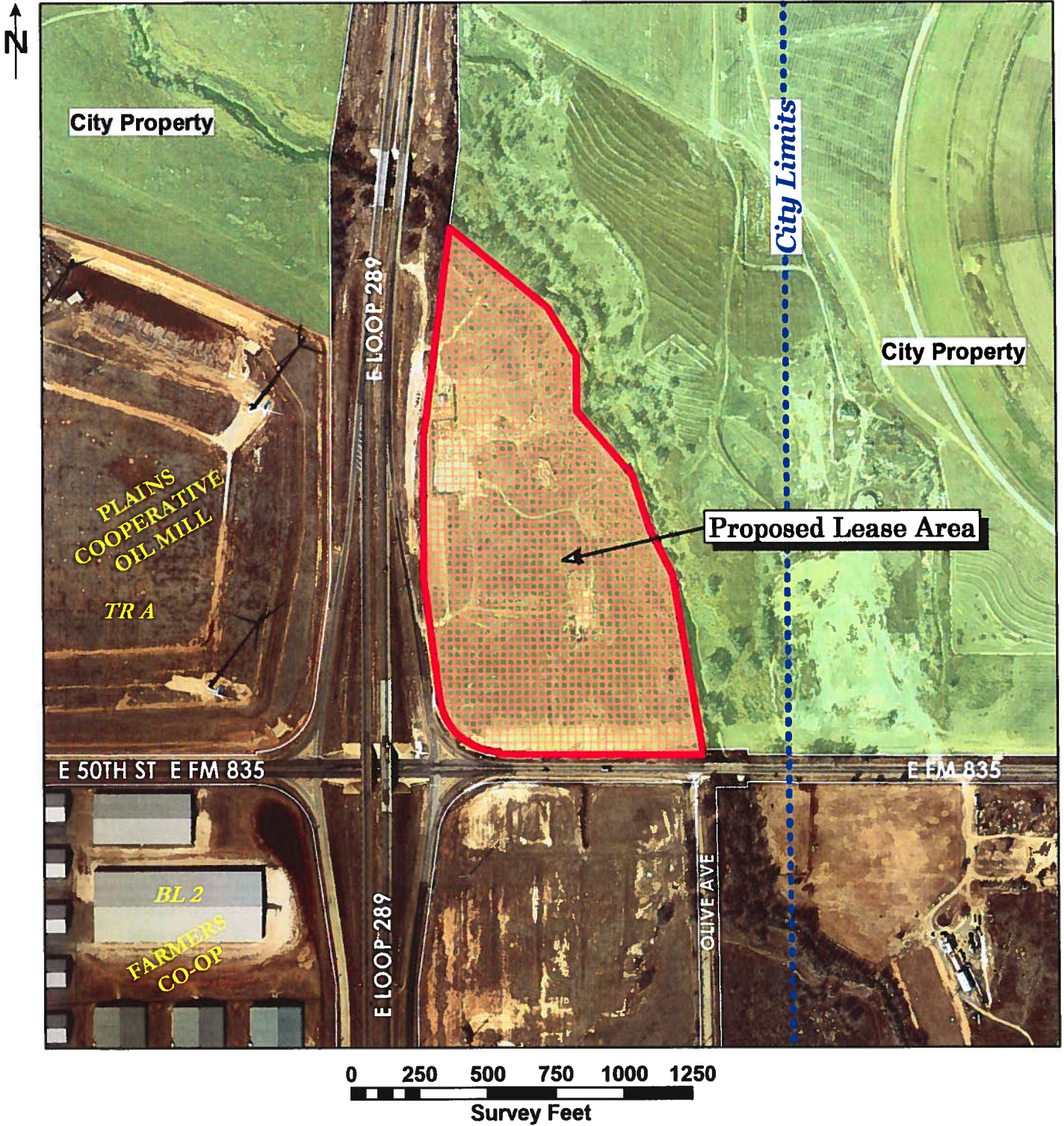
CHARLES LYNN SAWYER
R.P.L.S. 5809



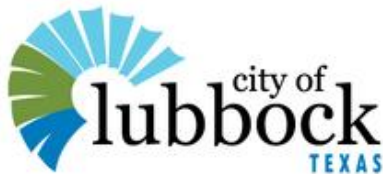
SAWYER SURVEYING CO., LLC
P.O. BOX 3129
LUBBOCK, TEXAS 79452
806 790 6251

PREPARED FOR: CITY OF LUBBOCK, TEXAS
JOB# 2091
FB 08, PG 38

**Proposed Paintball Lease Property
Located East of E Loop 289 & North of E 50th St**



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. 8.

Meeting Date: 09/10/2013

Information

Agenda Item

Contract Resolution – Public Works Street Department: Consider two resolutions authorizing the Mayor to execute contract 11464 with R.E. Janes Gravel Co. and contract 11505 with West Texas Paving, Inc. for sand, rock and gravel, ITB 13-11464-CP.

Item Summary

The contracts establish pricing for the purchase of sand, rock, gravel, and related materials used by the Street Department for the maintenance of paved and unpaved streets and alleys.

Awarding multiple contracts will ensure our ability to continue working and repairing streets and alleys without being shut down or delayed due to the lack of materials or supplies.

Bids were received from the following companies:

R.E. Janes Gravel Co. of Slaton, TX	\$248,364
West Texas Paving, Inc. of Lubbock, TX	\$395,600

The bid tabulation sheet is provided.

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.

Staff recommends contract award to R.E. Janes Gravel Co. of Slaton, Texas, for \$248,364 as the primary supplier for all items bid 1-11 and to West Texas Paving, Inc. of Lubbock, Texas, for \$395,600 as the secondary supplier for all items bid 1-5 and 7-10. West Texas Paving did not bid on items 6 and 11. The contracts shall be for a term of one year, with the option of four, one-year extensions with written consent from both parties.

Fiscal Impact

Funding is available in the Adopted 2012-13 Street Department Operating Budget.

Staff/Board Recommending

R. Keith Smith, P.E., Director of Public Works

Attachments

Resolution & Contract - R.E. Janes

Resolution - West Texas Paving

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. 11464 for sand, rock and gravel, by and between the City of Lubbock and R.E. Janes Gravel Co., of Slaton, 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:



R. Keith Smith, P.E., Director of Public Works

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Contract-R.E. Janes Gravel Co
August 22, 2013

**City of Lubbock, TX
Contract for
Sand, Rock and Gravel**

THIS CONTRACT made and entered into this 10th day of September, 2013, by and between the City of Lubbock ("City"), and R.E. Janes Gravel Co., ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Sand, Rock and Gravel and bids were received and duly opened as required by law; and

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

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 and Contractor's bid, of which is attached hereto and made part hereof, Primary Contractor will deliver to the City, Sand, Rock and Gravel and more specifically referred to as items one through eleven on the bid form submitted by the Contractor.
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 bid form and general conditions contained herein.
3. The Contractor shall perform the work according to the procedures outlined in the bid form and general conditions attached hereto. The contract shall be for a term of one year, with the option of four, one year extensions, said date of term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.
4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.
5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

6. 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.
7. 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.
8. 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.
9. This Contract consists of the following documents set forth herein; General Conditions and 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:

R. Keith Smith
R. Keith Smith, Director of Public Works

APPROVED AS TO FORM:

Assistant City Attorney

CONTRACTOR

BY J. M. Green
Authorized Representative

G. M. GREEN
Print Name

P.O. Box 68
Address

SLATON, TX 79364
City, State, Zip Code

II. GENERAL CONDITIONS

**** PLEASE READ CAREFULLY ****

These General Conditions apply to all bids and become a part of the terms and conditions of any bid submitted. The City shall mean the City of Lubbock.

- 1 Quantities: The quantities appearing in this Invitation to Bid are approximate only and the City reserves the right to increase, decrease or delete any or all items. If the quantities of materials to be furnished are increased, such increase shall be paid for according to the unit prices established for the item. In making its bid hereunder, the Seller expressly recognizes the rights of the City provided herein, and further recognizes that the Seller shall have no claims against the City for anticipated profits for the quantities called for, diminished or deleted.
- 2 Product Guarantee: Seller guarantees equipment or product offered will meet or exceed specifications identified in this bid invitation. The Seller shall, upon request, replace any equipment or product proved to be defective and make any and all adjustments necessary without any expense to the City. If at any time, the equipment or product cannot satisfactorily meet the requirements of the specifications, the Seller shall upon written request from the City, promptly remove such equipment or product without any further expense to the City. At the City's request, Seller will provide evidence sufficient to demonstrate such equipment or product meets the foregoing.
- 3 Invoices: Seller shall submit separate invoices, in duplicate, on each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, shall be attached to the invoice. Mail to Accounts Payable, City of Lubbock, P.O. Box 2000, Lubbock, Texas 79457. Payment shall not be due unless and until the Seller shall not be in default under the terms of the contract, and until the above instruments are submitted after delivery. CITY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE CITY'S MASTERCARD PURCHASING CARD (PCARD). THE SELLER AGREES TO ACCEPT PCARD PAYMENTS WITHOUT ANY ADDITIONS OR SURCHARGES.
- 4 Delivery Delay: When delivery delay can be foreseen, the Seller shall give prior notice to the Purchasing Director, who shall have the right to extend the delivery date if reasons for delay appear acceptable. The Seller must keep the Purchasing Director informed at all times of the status of the order.
- 5 Damage Assessment: Default in any manner under the contract, including, but not limited to default on promised delivery, without acceptable reasons, or failure to meet specifications hereunder authorizes the Purchasing Director to purchase goods elsewhere and charge any increase in cost and handling to the defaulting Seller, and/or exercise any and all rights available to it by law, equity and/or under the terms of the contract. Every effort will be made by the Purchasing Office to locate the goods at the same or better price as than originally contracted.
- 6 Late Delivery Fee: The City will also have the option to charge the vendor a fee of \$50.00 per vehicle per day for late delivery. Late fee applies when vendor has not requested and received prior written permission and approval from the ordering entity to make delivery after the number of days established by the contract or the purchase.
- 7 Packaging: Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address. (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g., box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
- 8 Delivery Time: Deliveries will be accepted only during receiving hours: 9:00 A.M. - 3:30 P.M., Monday through Friday, except on City holidays, at the designated location.
- 9 Damage: The City assumes no liability for goods delivered in damaged or unacceptable condition. The Seller must handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
- 10 No Warranty By The City Against Infringements: As part of the contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to the contract will give rise to the rightful claim of any third person by way of infringement of the like. The City makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall The City be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify the City to this effect in writing within two weeks after the signing of the contract. If the City does not receive notice and is subsequently held liable for the infringement or the like, Seller will save The City harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.

- 11 Material Safety Data Sheets: Seller shall provide the City of Lubbock with current Material Safety Data Sheets (MSDS) for each chemical defined as hazardous under the Texas Hazard Communication Act (every chemical bearing any manner of warning label on the container) to comply with provisions of the Texas Hazard Communication Act, Title 6, Subchapter D, Chapter 502, Texas Health and Safety Code Ann. (This Act is corollary to OSHA Standard 29 CRF 1910.1200, which is generally known as the Right to Know Law.)
- 12 Shipment Under Reservation Prohibited: Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 13 Title & Risk Of Loss: The title and risk of loss of the goods shall not pass to the City until the City actually receives and takes possession of the goods at the point or points of delivery as provided herein.
- 14 No Replacement of Defective Tender: Every tender of delivery of goods must fully comply with all provisions of the contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach of the contract and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify the City of his intention to cure and may then make a conforming tender within the Contract time but not afterward.
- 15 Gratuities: The City may, by written notice to the Seller, cancel the contract or purchase order without liability to Seller if it is determined by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
- 16 Special Tools & Test Equipment: If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling or equipment and any process sheets related thereto shall become the property of the City and to the extent feasible shall be identified by the Seller as such.
- 17 Non-Arbitration: The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
- 18 Warranty-Price: a. The price to be paid by the City shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by other parties for products of the kind and specification covered by the contract for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by other, or in the alternative. The City may cancel the contract without liability to Seller for breach or Seller's actual expenses. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for commission, percentage brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the City shall have the right in addition to any other right or rights to cancel the contract without liability and to deduct from the Contract price, or otherwise recover the full amount of such claimed commission, percentage, brokerage, or contingent fee.
- 19 Safety Warranty: Seller warrants that the product sold to the City shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970 and/or any other governmental agency standards or regulations. In the event the product does not conform to each OSHA or other standards, Seller shall be in default hereunder, and the City may exercise and of the remedy provided for herein, including but not limited to return of the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by the City will be at the Seller's expense
- 20 Right of Inspection: The City shall have the right to inspect the goods at delivery before accepting them.
- 21 Vendor retrieval of Vehicles: Vendor shall remove noncompliant vehicles (s) form City premises within five working days after receiving written notification from the ordering entity. If vehicle is not removed by vendor within the five working days time frame, the city may arrange for vehicles to be removed and secured by a local towing and storage facility. Vendor will be responsible for payment of all related towing and storage charges. The City will not be responsible for payment of all related towing and storage charges. The City will not be responsible for liable for damage or loss of noncompliant vechiles with remain on City premises, or which are removed by towing company, five working days after vendor is notification.
- 22 Cancellation: The City shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent and/or files

bankruptcy or has bankruptcy filed against it. Such right to cancellation is in addition to and not in lieu of any other remedies which the City may have in law, equity or hereunder.

- 23 Termination: the City may terminate the contract or purchase order in whole, or in part. Termination hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which the contract or purchase order is terminated and the date upon which such termination becomes effective. In the event of said termination, in whole or in part, provided that Seller shall not be in default under the Contract, the Seller shall be entitled to payment only for goods actually delivered, and/or services actually performed under and in compliance with the terms of the contract or purchase order.
- 24 Force Majeure: Neither party shall be held responsible for losses or damages hereunder, if the fulfillment of any terms of provisions of the contract is delayed or prevented by strike, walkouts, acts of God, or public enemy, fire, or flood.
- 25 Assignment-Delegation: No right or interest in the contract shall be assigned or delegation of any obligation made by Seller without the written permission of the City. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 26 Waiver: No claim or right arising out of a breach of the contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 27 Interpretation-Parole Evidence: This writing, plus any specifications for bids and performance provided by the City in its advertisement for bids and any other document provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in the contract, the definition contained in the Code is to control.
- 28 Applicable Law: The Contract shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of the contract.
- 29 Right To Assurance: Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
- 30 Indemnification: Seller shall indemnify, defend, keep and save harmless the City, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise arise or accrue against the City in consequence of the granting of the contract or which may anywise result there from, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subcontractor or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgment shall be rendered against the City in any such action, the Seller shall, at its own expenses, satisfy discharge the same. Seller expressly understands and agrees that any bond required by the contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as herein provided.
- 31 Nonappropriation: All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
- 32 Time: It is hereby expressly agreed and understood that time is of the essence for the performance of the contract, and failure by Seller to meet the time specifications of the contract will cause Seller to be in default of the contract.
- 33 Silence of Specification: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial products and practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications in this bid shall be made on the basis of this statement. The items furnished under this contract shall be new, unused, of the latest product in production to commercial trade, and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

34 Environmental Stewardship: The City of Lubbock is fully committed to environmental excellence. It is the policy of the City to demonstrate sound environmental performance by controlling and mitigating the environmental impact of City activities, operations, and services. This commitment extends to the procurement and contracting process. Contractors and suppliers selected to provide services and materials to the City are required to uphold an equally high standard. To that end all contractors and suppliers hired by the City agree to maintain full compliance with any and all applicable environmental regulations. In addition, contractors and suppliers agree to implement whatever processes and procedures necessary to reduce and eliminate pollution and wastes and conserve natural resources while under contract with the City. To the greatest extent possible, while still delivering the highest quality service or material, City contractors and suppliers, as well as any sub-contractors under their supervision, will:

- minimize waste and pollution generation;
- conserve natural resources and energy;
- minimize the use of hazardous materials by choosing the least toxic - yet effective - materials and products;
- use the highest available post-consumer content materials and products;
- recycle and/or reuse as much as is possible, waste materials; and
- incorporate into project design energy efficient fixtures, appliances and mechanical equipment.

35 The City Right to Audit: 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.

BID FORM
Sand, Rock and Gravel
City of Lubbock, TX
ITB No. 13-11464-CP

In compliance with the **Invitation to Bid 13-11464-CP**, 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 **13-11464-CP** is by reference incorporated in this contract. The Bid Form **must be completed** in blue or black ink or by typewriter.

ITEM	QTY (+/-)	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery Days ARO**
1.	6,500	TN	"00" Backfill Gravel	\$ 13.16	\$ 85,540 ⁰⁰	
2.	500	TN	Grade 1/2 Base Course Gravel	\$ 16.06	\$ 8,030 ⁰⁰	
3.	600	TN	Grade 3/4 Base Course Gravel	\$ 20.56	\$ 12,336 ⁰⁰	
4.	2,500	TN	1" Base Course Gravel	\$ 20.56	\$ 51,400 ⁰⁰	
5.	1,500	TN	1" Concrete Rock	\$ 19.56	\$ 29,340 ⁰⁰	20
6.	100	TN	Vealmore Exposed Aggregate	\$ 33.27	\$ 3,327 ⁰⁰	20
7.	200	TN	Brick Sand	\$ 16.06	\$ 3,212 ⁰⁰	20
8.	100	TN	Crusher Fines	\$ 16.56	\$ 1,656 ⁰⁰	20
9.	300	TN	Flex Base	\$ 17.81	\$ 5,343 ⁰⁰	20
10.	1,500	TN	Concrete Sand	\$ 19.56	\$ 29,340 ⁰⁰	
11.	1,500	TN	2 Sack Concrete Blend	\$ 12.56	\$ 18,840 ⁰⁰	
Total Cost (Items 1-11)					\$ 248,364⁰⁰	

*PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed

**Days After Receipt of Order (ARO)

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

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

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of N/A net 30 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.

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

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

YES _____ NO X

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

THIS BID IS SUBMITTED BY R.E. JAMES GRAVEL Co. 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: R.E. JAMES GRAVEL Co.
 Address: P.O. Box 68
 City: SLATON State: TX Zip 79364

Bidder acknowledges receipt of the following addenda:

Addenda No. _____ Date _____
 Addenda No. _____ Date _____
 Addenda No. N/A Date _____
 Addenda No. _____ Date _____

M/WBE Firm:	Woman	Black American	Native American
	Hispanic American	Asian Pacific America	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 A.M. Green Date: 8/20/13
 Authorized Representative - must sign by hand

Officer Name and Title: G.M. GREEN AGENT
 Please Print

Business Telephone Number 806-828-6203 FAX: 806-828-5280

E-mail Address: mike.green@REJANESCOs.com

FOR CITY USE ONLY	
Bid Form Item Number(s) Awarded to Above Named Firm/Individual: _____	
Date of Award by City Council (for bids over \$50,000): _____	Date P.O./Contract Issued: _____

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

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. 11505 for sand, rock and gravel, by and between the City of Lubbock and West Texas Paving, 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:

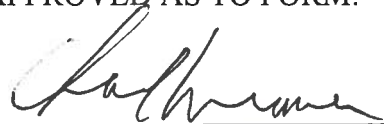
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



R. Keith Smith, P.E., Director of Public Works

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Contract-West Texas Paving, Inc.
August 23, 2013

**City of Lubbock, TX
Contract for
Sand, Rock and Gravel**

THIS CONTRACT made and entered into this 10th day of September, 2013, by and between the City of Lubbock ("City"), and West Texas Paving, Inc., ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Sand, Rock and Gravel and bids were received and duly opened as required by law; and

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

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 and Contractor's bid, of which is attached hereto and made part hereof, Secondary Contractor will deliver to the City, Sand, Rock and Gravel and more specifically referred to as items one through five and seven through ten on the bid form submitted by the Contractor.
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 bid form and general conditions contained herein.
3. The Contractor shall perform the work according to the procedures outlined in the bid form and general conditions attached hereto. The contract shall be for a term of one year, with the option of four, one year extensions, said date of term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.
4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.
5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

6. 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.
7. 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.
8. 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.
9. This Contract consists of the following documents set forth herein; General Conditions and 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

CONTRACTOR

Glen C. Robertson, Mayor

BY Marshal Jarnagin
Authorized Representative

ATTEST:

MARSHAL JARNAGIN
Print Name

Rebecca Garza, City Secretary

PO BOX 64187
Address

APPROVED AS TO CONTENT:

LUBBOCK TX 79464
City, State, Zip Code

R. Keith Smith
R. Keith Smith, Director of Public Works

APPROVED AS TO FORM:

Charles [Signature]
Assistant City Attorney

II. GENERAL CONDITIONS

**** PLEASE READ CAREFULLY ****

These General Conditions apply to all bids and become a part of the terms and conditions of any bid submitted. The City shall mean the City of Lubbock.

- 1 **Quantities:** The quantities appearing in this Invitation to Bid are approximate only and the City reserves the right to increase, decrease or delete any or all items. If the quantities of materials to be furnished are increased, such increase shall be paid for according to the unit prices established for the item. In making its bid hereunder, the Seller expressly recognizes the rights of the City provided herein, and further recognizes that the Seller shall have no claims against the City for anticipated profits for the quantities called for, diminished or deleted.
- 2 **Product Guarantee:** Seller guarantees equipment or product offered will meet or exceed specifications identified in this bid invitation. The Seller shall, upon request, replace any equipment or product proved to be defective and make any and all adjustments necessary without any expense to the City. If at any time, the equipment or product cannot satisfactorily meet the requirements of the specifications, the Seller shall upon written request from the City, promptly remove such equipment or product without any further expense to the City. At the City's request, Seller will provide evidence sufficient to demonstrate such equipment or product meets the foregoing.
- 3 **Invoices:** Seller shall submit separate invoices, in duplicate, on each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, shall be attached to the invoice. Mail to Accounts Payable, City of Lubbock, P.O. Box 2000, Lubbock, Texas 79457. Payment shall not be due unless and until the Seller shall not be in default under the terms of the contract, and until the above instruments are submitted after delivery. CITY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE CITY'S MASTERCARD PURCHASING CARD (PCARD). THE SELLER AGREES TO ACCEPT PCARD PAYMENTS WITHOUT ANY ADDITIONS OR SURCHARGES.
- 4 **Delivery Delay:** When delivery delay can be foreseen, the Seller shall give prior notice to the Purchasing Director, who shall have the right to extend the delivery date if reasons for delay appear acceptable. The Seller must keep the Purchasing Director informed at all times of the status of the order.
- 5 **Damage Assessment:** Default in any manner under the contract, including, but not limited to default on promised delivery, without acceptable reasons, or failure to meet specifications hereunder authorizes the Purchasing Director to purchase goods elsewhere and charge any increase in cost and handling to the defaulting Seller, and/or exercise any and all rights available to it by law, equity and/or under the terms of the contract. Every effort will be made by the Purchasing Office to locate the goods at the same or better price as than originally contracted.
- 6 **Late Delivery Fee:** The City will also have the option to charge the vendor a fee of \$50.00 per vehicle per day for late delivery. Late fee applies when vendor has not requested and received prior written permission and approval from the ordering entity to make delivery after the number of days established by the contract or the purchase.
- 7 **Packaging:** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address. (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g., box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
- 8 **Delivery Time:** Deliveries will be accepted only during receiving hours: 9:00 A.M. - 3:30 P.M., Monday through Friday, except on City holidays, at the designated location.
- 9 **Damage:** The City assumes no liability for goods delivered in damaged or unacceptable condition. The Seller must handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
- 10 **No Warranty By The City Against Infringements:** As part of the contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to the contract will give rise to the rightful claim of any third person by way of infringement of the like. The City makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall The City be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify the City to this effect in writing within two weeks after the signing of the contract. If the City does not receive notice and is subsequently held liable for the infringement or the like, Seller will save The City harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.

- 11 Material Safety Data Sheets: Seller shall provide the City of Lubbock with current Material Safety Data Sheets (MSDS) for each chemical defined as hazardous under the Texas Hazard Communication Act (every chemical bearing any manner of warning label on the container) to comply with provisions of the Texas Hazard Communication Act, Title 6, Subchapter D, Chapter 502, Texas Health and Safety Code Ann. (This Act is corollary to OSHA Standard 29 CRF 1910.1200, which is generally known as the Right to Know Law.)
- 12 Shipment Under Reservation Prohibited: Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 13 Title & Risk Of Loss: The title and risk of loss of the goods shall not pass to the City until the City actually receives and takes possession of the goods at the point or points of delivery as provided herein.
- 14 No Replacement of Defective Tender: Every tender of delivery of goods must fully comply with all provisions of the contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach of the contract and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify the City of his intention to cure and may then make a conforming tender within the Contract time but not afterward.
- 15 Gratuities: The City may, by written notice to the Seller, cancel the contract or purchase order without liability to Seller if it is determined by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
- 16 Special Tools & Test Equipment: If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling or equipment and any process sheets related thereto shall become the property of the City and to the extent feasible shall be identified by the Seller as such.
- 17 Non-Arbitration: The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
- 18 Warranty-Price: a. The price to be paid by the City shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by other parties for products of the kind and specification covered by the contract for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by other, or in the alternative. The City may cancel the contract without liability to Seller for breach or Seller's actual expenses. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for commission, percentage brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the City shall have the right in addition to any other right or rights to cancel the contract without liability and to deduct from the Contract price, or otherwise recover the full amount of such claimed commission, percentage, brokerage, or contingent fee.
- 19 Safety Warranty: Seller warrants that the product sold to the City shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970 and/or any other governmental agency standards or regulations. In the event the product does not conform to each OSHA or other standards, Seller shall be in default hereunder, and the City may exercise any of the remedy provided for herein, including but not limited to return of the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by the City will be at the Seller's expense
- 20 Right of Inspection: The City shall have the right to inspect the goods at delivery before accepting them.
- 21 Vendor retrieval of Vehicles: Vendor shall remove noncompliant vehicles (s) from City premises within five working days after receiving written notification from the ordering entity. If vehicle is not removed by vendor within the five working days time frame, the city may arrange for vehicles to be removed and secured by a local towing and storage facility. Vendor will be responsible for payment of all related towing and storage charges. The City will not be responsible for payment of all related towing and storage charges. The City will not be responsible for liable for damage or loss of noncompliant vehicles which remain on City premises, or which are removed by towing company, five working days after vendor is notification.
- 22 Cancellation: The City shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent and/or files

bankruptcy or has bankruptcy filed against it. Such right to cancellation is in addition to and not in lieu of any other remedies which the City may have in law, equity or hereunder.

- 23 **Termination:** the City may terminate the contract or purchase order in whole, or in part. Termination hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which the contract or purchase order is terminated and the date upon which such termination becomes effective. In the event of said termination, in whole or in part, provided that Seller shall not be in default under the Contract, the Seller shall be entitled to payment only for goods actually delivered, and/or services actually performed under and in compliance with the terms of the contract or purchase order.
- 24 **Force Majeure:** Neither party shall be held responsible for losses or damages hereunder, if the fulfillment of any terms of provisions of the contract is delayed or prevented by strike, walkouts, acts of God, or public enemy, fire, or flood.
- 25 **Assignment-Delegation:** No right or interest in the contract shall be assigned or delegation of any obligation made by Seller without the written permission of the City. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 26 **Waiver:** No claim or right arising out of a breach of the contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 27 **Interpretation-Parole Evidence:** This writing, plus any specifications for bids and performance provided by the City in its advertisement for bids and any other document provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in the contract, the definition contained in the Code is to control.
- 28 **Applicable Law:** The Contract shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of the contract.
- 29 **Right To Assurance:** Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
- 30 **Indemnification:** Seller shall indemnify, defend, keep and save harmless the City, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise arise or accrue against the City in consequence of the granting of the contract or which may in anywise result there from, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subcontractor or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgment shall be rendered against the City in any such action, the Seller shall, at its own expenses, satisfy discharge the same. Seller expressly understands and agrees that any bond required by the contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as herein provided.
- 31 **Nonappropriation:** All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
- 32 **Time:** It is hereby expressly agreed and understood that time is of the essence for the performance of the contract, and failure by Seller to meet the time specifications of the contract will cause Seller to be in default of the contract.
- 33 **Silence of Specification:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial products and practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications in this bid shall be made on the basis of this statement. The items furnished under this contract shall be new, unused, of the latest product in production to commercial trade, and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

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- use the highest available post-consumer content materials and products;
- recycle and/or reuse as much as is possible, waste materials; and
- incorporate into project design energy efficient fixtures, appliances and mechanical equipment.

35 The City Right to Audit: 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.

BID FORM
Sand, Rock and Gravel
City of Lubbock, TX
ITB No. 13-11464-CP

In compliance with the **Invitation to Bid 13-11464-CP**, 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 **13-11464-CP** is by reference incorporated in this contract. The Bid Form **must be completed** in blue or black ink or by typewriter.

ITEM	QTY (+/-)	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery Days ARO**
1.	6,500	TN	"00" Backfill Gravel	28 <u>50</u>	185,250 ⁰⁰	10
2.	500	TN	Grade ½ Base Course Gravel	29 <u>50</u>	14,750 ⁰⁰	10
3.	600	TN	Grade ¾ Base Course Gravel	30 <u>50</u>	18,300 ⁰⁰	10
4.	2,500	TN	1" Base Course Gravel	30 <u>50</u>	76,250 ⁰⁰	10
5.	1,500	TN	1" Concrete Rock	30 <u>50</u>	45,750 ⁰⁰	30
6.	100	TN	Vealmore Exposed Aggregate	NO BID	NO BID	—
7.	200	TN	Brick Sand	25 <u>00</u>	5,000 ⁰⁰	10
8.	100	TN	Crusher Fines	15 <u>50</u>	1,550 ⁰⁰	10
9.	300	TN	Flex Base	22 <u>50</u>	6,750 ⁰⁰	10
10.	1,500	TN	Concrete Sand	28 <u>00</u>	42,000 ⁰⁰	10
11.	1,500	TN	2 Sack Concrete Blend	NO BID	NO BID	—
Total Cost (Items 1-11)					\$ 395,600 ⁰⁰	

*PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed

**Days After Receipt of Order (ARO)

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

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

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0 %, net 30 calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or

after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

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

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

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

YES _____ NO _____

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

THIS BID IS SUBMITTED BY West Texas Paving, Inc corporation organized under the laws of the State of _____, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Firm: WEST TEXAS PAVING, INC
 Address: P.O. BOX 64187
 City: Lubbock Tx 79464 State: _____ Zip: _____

Bidder acknowledges receipt of the following addenda:

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

M/WBE Firm:	<input checked="" type="checkbox"/> Woman	<input type="checkbox"/> Black American	<input type="checkbox"/> Native American
	<input type="checkbox"/> Hispanic American	<input checked="" type="checkbox"/> Asian Pacific American	<input type="checkbox"/> 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:

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

By Darrell Jarnagin Date: 8-21-13
Authorized Representative must sign by hand

Officer Name and Title: DARRELL JARNAGIN PRESIDENT
 Please Print

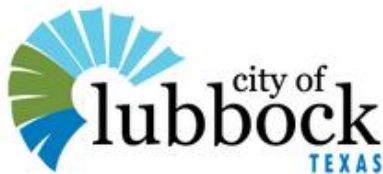
Business Telephone Number 806-863-2142 FAX: 806-863-3550

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 \$50,000): _____ Date P.O./Contract Issued: _____

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

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



Regular City Council Meeting

5. 9.

Meeting Date: 09/10/2013

Information

Agenda Item

Ordinance 1st Reading- Building Inspection: Consider an ordinance amending Chapter 28.14 of the Code of Ordinances (2009 International Residential Code), to provide for certain amendments thereto to meet local conditions.

Item Summary

Pursuant to a request by the local homebuilding industry, with the approval of the Model Codes and Construction Ordinance Advisory Board and the concurrence of staff, an amendment is proposed that will provide for removal of requirements to add through-wall flashing and weep holes within brick veneer walls in one and two family dwelling construction; provided certain other moisture-mitigating provisions are met. The requirement had been added in the 2009 Code adoption process, and has been deemed un-necessary in our semi-arid environment. The amendment essentially returns us to pre-2009 requirements.

The ordinance corrects a scrivener's error in the original 2010 adoption ordinance that had the effect of deleting certain provisions dealing with basement design, and renumbers the remaining sections of the chapter.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
Model Codes and Construction Ordinance Advisory Board

Attachments

Ordinance - Amending 2009 Residential Code

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 28.14 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, AMENDING THE 2009 INTERNATIONAL RESIDENTIAL CODE TO PROVIDE FOR CERTAIN AMENDMENTS THERETO TO MEET LOCAL CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS the City Council of the City of Lubbock, Texas finds it necessary and proper to amend the 2009 International Residential Code in order to adjust brick veneer requirements to suit local climatic conditions and to correct a scrivener's error, NOW THEREFORE:

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

SECTION 1. THAT Chapter 28, Article 28.14.004 paragraphs (d) and (e) of the Code of Ordinances of the City of Lubbock are hereby amended to read as follows:

(d) Bathrooms. Section R303.3 is hereby amended to read as follows:

R303.3 Bathrooms. Bathrooms, water closet compartments and other similar rooms shall be provided with aggregate glazing area in windows of not less than 3 square feet (0.279 m²), one-half of which must be openable.

Exception: The glazed areas shall not be required where artificial light and a mechanical ventilation system are provided. The minimum ventilation rates shall be 50 cfm (23.6 L/s) for intermittent ventilation or 20 cfm (9.4 L/s) for continuous ventilation. Ventilation air from the space shall be exhausted directly to the outside, or into a ventilated attic at least 10" above the ceiling insulation line or to a soffit, gable or eave vent.

(e) Emergency escape and rescue required. Section R310.1 is hereby amended to read as follows:

R310.1 Emergency escape and rescue required. Basements with habitable space and every sleeping room shall have at least one operable emergency escape and rescue opening. Such opening shall open directly into a street, public alley, or other approved public way, or into a yard or court on the same property that opens to an approved public way. Where basements contain one or more sleeping rooms, emergency egress and rescue openings shall be required in each sleeping room, but shall not be required in adjoining areas of the basement. Where emergency escape and rescue openings are provided they shall have a sill height of not more than 44 inches (1118 mm) above the floor or a permanent adjacent standing surface of not less than 36 x 36 inches. Where a door opening having a threshold below the adjacent ground elevation serves as an emergency escape and rescue opening and is provided with a bulkhead enclosure, the bulkhead enclosure shall comply with Section 310.3. The net clear opening dimensions required by this section shall be obtained by the normal operation of the emergency escape and rescue opening from the inside. Emergency escape and rescue openings with

a finished sill height below the adjacent ground elevation shall be provided with a window well in accordance with Section R310.2.

Exceptions:

1. Basements used only to house mechanical equipment and not exceeding a total floor area of 200 square feet.

2. Basements not containing bathing facilities or designated as bedrooms may be provided with alternatives to emergency escape and rescue openings as follows:

a. Basements not exceeding 500 square feet and designated for use as a storm shelter- No requirement.

b. Basements not exceeding 800 square feet and designated for use as a storm shelter:

i. Top of basement stairs to be located within 10 feet of an approved emergency escape and rescue opening, or within 20 feet where entirely protected by an approved one-hour fire rated corridor constructed in accordance with the International Building Code. For purposes of this section, "travel distance" shall mean the centerline of the shortest route that affords a minimum 36" wide unobstructed path of travel;

ii. Basement and path of travel to an approved emergency escape and rescue opening to be protected by an NFPA 13D fire suppression system;

iii. As otherwise approved by the Building Official.

c. Basements of any size where the entire dwelling is provided with an automatic fire suppression system throughout in accordance with NFPA 13D- No requirement.

SECTION 2. THAT Chapter 28, Article 28.14.004 paragraphs (q) through (s) of the Code of Ordinances of the City of Lubbock are hereby amended as follows:

(q) Flashing. Section R703.7.5 is hereby amended to read as follows:

R703.7.5 Flashing. Flashing shall be located beneath the first course of masonry within the first mortar bed joint above finished ground level above the foundation wall or slab and at other points of support, including structural floors, shelf angles and lintels that are not protected by eaves or patio covers when masonry veneers are designed in accordance with Section R703.7. See Section R703.8 and foundation details S1-S8 within the *City of Lubbock Residential Foundation Design Manual* for additional requirements.

Exception: The requirements of R703.7.5 may be omitted if a poured concrete foundation is used with a minimum 8-inch brick ledge drop and all exterior window and door openings are caulked with sealant.

(r) Weepholes. Section R703.7.6 is hereby amended to read as follows:

R703.7.6 Weepholes. Weepholes shall be provided in the outside wythe of masonry walls at a maximum spacing of 33 inches (838 mm) on center. Weepholes shall not be less than 3/16 inch (5 mm) in diameter. Weepholes shall be located immediately above the flashing.

Exception:

The requirements of R703.7.6 may be omitted if a poured concrete foundation is used with a minimum 8-inch brick ledge drop and all exterior window and door openings are flashed in accordance with Section R703.8, as amended.

(s) Flashing. Section R703.8 is hereby amended to read as follows:

R703.8 Flashing. Approved corrosion-resistive flashing shall be provided in the exterior wall envelope in such a manner as to prevent entry of water into the wall cavity or penetration of water to the building structural framing components. Self-adhered membranes used as flashing shall comply with AAMA 711. The flashing shall extend to the surface of the exterior wall finish and shall be installed to prevent water from re-entering the exterior wall envelope. Approved corrosion-resistant flashings shall be installed at all of the following locations:

1. At top of all exterior window and door openings in such a manner as to be leak proof.
2. At the intersection of chimneys or other masonry construction with frame or stucco walls, with projecting lips on both sides under stucco copings.
3. Under and at the ends of masonry, wood or metal copings and sills.
4. Continuously above all projecting wood or composite trim.
5. Where exterior porches, decks or stairs attach to a wall or floor assembly of wood-frame construction.
6. At wall and roof intersections.
7. At built-in gutters.

Exceptions:

1. The requirements of subparagraph 3 above may be omitted if a poured concrete foundation is used with a minimum 8-inch brick ledge drop.
2. The requirements of subparagraph 3 above may be omitted where soffits, porches or awnings serve as protection for the upper course of brick veneer.

SECTION 3. THAT Chapter 28, Article 28.14.004 paragraphs (r) through (fff) of the Code of Ordinances of the City of Lubbock are hereby renumbered as follows:

(t) Protection of exposed foundation insulation. Section N1101.7.1 is hereby amended by deletion of the entire section.

(u) Basement walls. Section N1102.2.7 is hereby amended by deletion of the entire section.

(v) Slab-on-grade floors. Section N1102.2.8 is hereby amended by deletion of the entire section.

(w) Insulation (duct). Section N1103.2.1 is hereby amended to read as follows:

N1103.2.1 Insulation. Supply and return ducts shall be insulated to a minimum of R-6. Ducts in floor trusses shall be insulated to a minimum of R-6.

Exception. Ducts or portions thereof located completely inside the building thermal envelope.

(x) Sealing. Section N1103.2.2 is hereby amended to read as follows:

N1103.2.2. Sealing. Duct, air handlers, filter boxes, and building cavities used as ducts shall be sealed. Joints and seams shall comply with Section M1601.4.

(y) Sizing. Section M1401.3 is hereby amended to read as follows:

M1401.3. Sizing. Heating and cooling equipment shall be sized by the installing contractor based on building loads calculated in accordance with ACCA Manual J or other approved heating and cooling calculation methodologies.

(z) Auxiliary and secondary drain systems. Section M1411.3.1 is hereby amended to read as follows:

M1411.3.1 Auxiliary and secondary drain systems. In addition to the requirements of Section M1411.3, a secondary drain or auxiliary drain pan shall be required for each cooling or evaporator coil where damage to any building components will occur as a result of overflow from the equipment drain pan or stoppage in the condensate drain piping. Such piping shall maintain a minimum horizontal slope in the direction of discharge of not less than 1/8 unit vertical in 12 units horizontal (1-percent slope). Drain piping shall be a minimum of 3/4-inch (19 mm) nominal pipe size. One of the following methods shall be used:

1. An auxiliary drain pan with a separate drain shall be provided under the coils on which condensation will occur. The auxiliary pan drain shall discharge to a conspicuous point of disposal to alert occupants in the event of a stoppage of the primary drain. The pan shall have a minimum depth of 1.5 inches (38 mm), shall not be less than 3 inches (76 mm) larger than the unit or the coil dimensions in width and length and shall be constructed of corrosion resistant material. Metallic pans shall have a minimum thickness of not less than 0.0276-inch (0.7 mm) galvanized sheet metal. Nonmetallic pans shall have a minimum thickness of not less than 0.0625 inch (1.6 mm).

2. A separate overflow drain line shall be connected to the drain pan provided with the equipment. Such overflow drain shall discharge to a conspicuous point of disposal to alert occupants in the event of a stoppage of the primary drain. The overflow drain line shall connect to the drain pan at a higher level than the primary drain connection.

3. An auxiliary drain pan without a separate drain line shall be provided under the coils on which condensate will occur. Such pan shall be equipped with a water level detection device conforming to UL 508 that will shut off the equipment served prior to overflow of the pan. The auxiliary drain pan shall be constructed in accordance with Item 1 of this section.

(aa) Auxiliary drain pan. Section M1411.4 is hereby amended to read as follows:

M1411.4 Auxiliary drain pan. Category IV condensing appliances shall have an auxiliary drain pan where damage to any building component will occur as a result of stoppage in the condensate drainage system. These pans shall be installed in accordance with the applicable provisions of Section M1411.3.

(bb) Insulation of refrigerant piping. Section M1411.5 is hereby amended to read as follows:

Section M1411.5. Insulation of refrigerant piping. Piping and fittings for refrigerant vapor (suction) lines shall be insulated with 3/8 wall closed cell insulation having a thermal resistivity of at least $R = 2.0 \text{ hr-ft}^2 \text{ -- F/BTU}$ and having external surface permanence not exceeding 0.05 perm when tested in accordance with ASTM E 96.

(cc) Locking port access caps. Section M1411.6 is hereby deleted.

(dd) Duct termination. Section M1502.3 is hereby amended to read as follows:

M1502.3. Duct termination. Exhaust ducts shall terminate on the outside of the building. Exhaust duct terminations shall be in accordance with the dryer manufacturer's installation instructions. If the manufacturer's instructions do not specify a termination location, exhaust ducts shall terminate not less than 3 feet in

any direction from openings into buildings. Exhaust duct terminations shall be equipped with a backdraft damper. Screens shall not be installed at the duct termination.

Exception: Backdraft dampers shall not be required where exhaust ducts terminate vertically through the roof.

(ee) Specified length. Section M1502.4.4.1 is hereby amended to read as follows:

M1502.4.4.1 Specified length. The maximum length of the exhaust duct shall be 35 feet from the connection to the transition duct from the dryer to the outlet terminal. Where fittings are used, the maximum length of the exhaust duct shall be reduced in accordance with Table M1502.4.4.1.

(ff) Recirculation of air. Section M1507.2 is hereby amended to read as follows:

M1507.2 Recirculation of air. Exhaust air from bathrooms and toilet rooms shall not be re-circulated within a residence or to another dwelling unit. Exhaust air from bathrooms and toilet rooms shall either discharge directly to the outdoors or into an attic space ventilated as required by Section R806 and at least 18 inches above the ceiling joists, or to a soffit or gable or eave vent. The terminal end of the exhaust duct shall be permanently secured in place.

(gg) Support. Section M1601.4.3 is hereby amended to read as follows:

M1601.4.3 Support. Metal ducts shall be supported by 0.5-inch (12.7 mm) wide 24-gage metal straps or 12-gage galvanized wire at intervals not exceeding 10 feet (3048 mm) or other approved means. Nonmetallic ducts shall be supported in accordance with the manufacturer's installation instructions.

(hh) Location. Section M2006 is hereby amended by the addition of a new subsection M2006.5 to read as follows:

M2006.5 Location. Pool heaters shall be located or protected to guard against accidental contact of hot surfaces by persons. Compliance with this section may be accomplished by installing pool and spa heaters in an equipment room or building, or by enclosure with a fence or other suitable barrier.

(ii) Test pressure. Section G2417.4.1 is hereby amended to read as follows:

G2417.4.1 (406.4.1) Test pressure. The test pressure to be used shall be not less than one and one-half times the proposed maximum working pressure, but not less than 8 psig (20 kPa gauge), irrespective of design pressure. Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe.

(jj) Sediment trap. Section G2419.4 is hereby amended as follows:

G2419.4 (408.4) Sediment trap. Where a sediment trap is not incorporated as part of the gas utilization equipment, a sediment trap shall be installed downstream of the equipment shut-off valve as close to the inlet of the equipment as practical. The sediment trap shall be either a tee fitting with a capped nipple in the bottom opening of the run of the tee or other device approved as an effective sediment trap. Illuminating appliances, ranges, clothes dryers and outdoor grills need not be so equipped. For new installations, if a sediment trap is located in the main piping system or at a manifold, then the sediment traps is not required at each appliance unless recommended by the manufacturer's installation instructions.

(kk) Located at manifold. Section G2420.5.3. is hereby amended to read as follows:

G2420.5.3 (409.5.3) Located at manifold. Where the appliance shutoff valve is installed at a manifold, such shutoff valve shall be located within 50 feet of the appliance served and shall be readily accessible and permanently identified. The piping from the manifold to within 6 feet of the appliance shall be designed, sized and installed in accordance with Sections G2412 through G2419. Shutoff valves located within attic spaces shall not be considered readily accessible.

(ll) G2421.1 (410.1) Pressure regulators. Section G2421.1 is hereby amended to read as follows:

A line pressure regulator shall be installed where the appliance is designed to operate at a lower pressure than the supply system. Access shall be provided to pressure regulators. Pressure regulators shall be protected from physical damage. Regulators installed on the exterior of the building shall be approved for outdoor installation. All regulators must be installed near a walkway or an access point.

(mm) Exhaust installation. Section G2439.3 is hereby amended to read as follows:

G2439.3 (614.4) Exhaust installation. Dryer exhaust ducts for clothes dryers shall terminate on the outside of the building and shall be equipped with a backdraft damper. Screens shall not be installed at the duct termination. Ducts shall not be connected or installed with sheet metal screws or other fasteners that will obstruct the flow. Clothes dryer exhaust ducts shall not be connected to a vent connector, vent or chimney. Clothes dryer exhaust ducts shall not extend into or through ducts or plenums unless properly sleeved with materials conforming to Section 602.2.1 of the International Mechanical Code (in the case of plenums), or with materials meeting the requirements for Class 0 or 1 duct materials (in the case of ducts). Backdraft dampers shall not be required for vertical terminations through roofs.

(nn) Protection required. Section G2439.5.3 is hereby amended to read as follows:

G2439.5.3 (614.3) Protection required. Protective shield plates shall be placed where nails or screws from finish or other work are likely to penetrate the clothes dryer exhaust duct. Shield plates shall be placed on the finished face of all framing members where there is less than 1-1/4 inches between the duct and the finished face of the framing member. Protective shield plates shall be constructed of steel, and shall have a minimum thickness of 0.062 inch (1.6 mm).

(oo) Length identification. Section G2439.5.6 is hereby amended to read as follows:

G2439.5.6 (614.6.5) Length identification. Where the exhaust duct is concealed within the building construction and exceeds a total developed length of 35 feet, the equivalent length of the exhaust duct shall be identified on a permanent label or tag. The label or tag shall be located within 6 feet of the exhaust duct connection.

(pp) Building sewer testing. Section P2503.4 is hereby amended to read as follows:

Section P2503.4. Building sewer testing. The building sewer shall be tested by the insertion of a test plug at the point of connection with the public sewer and filling the building sewer with water, testing with not less than a five-foot head of water and be able to maintain such a pressure for fifteen (15) minutes.

(qq) Rough plumbing. Section P2503.5.1 is hereby amended to read as follows:

P2503.5.1 Rough plumbing. DWV systems shall be tested on completion of the rough piping installation by water or air with no evidence of leakage. Either test shall be applied to the drainage system in its entirety or in sections after rough piping has been installed, as follows:

1. Water test. Each section shall be filled with water to a point not less than 5 feet (3048 mm) above the highest fitting connection in that section, or to the highest point in the completed system. Water shall be held in the section under test for a period of 15 minutes. The system shall prove leak free by visual inspection.

2. Air test. The portion under test shall be maintained at a gauge pressure of 5 pounds per square inch (psi) (34 kPa) or 10 inches of mercury column (2488 Pa). This pressure shall be held without introduction of additional air for a period of 15 minutes.

(rr) Finished plumbing. Section P2503.5.2 is hereby amended to read as follows:

P2503.5.2 Finished plumbing. After the plumbing fixtures have been set and their traps filled with water, their connections shall be tested and proved gas tight and/or water tight as follows:

1. Water tightness. Each fixture shall be filled and then drained. Traps and fixture connections shall be proven water tight by visual inspection.

2. Gas tightness. When required by the Building Official, a final test for gas tightness of the DWV system shall be made by the smoke or peppermint test as follows:

2.1. Smoke test. Introduce a pungent, thick smoke into the system. When the smoke appears at vent terminals, such terminals shall be sealed and a pressure equivalent to a 1-inch water column (249 Pa) shall be applied and maintained for a test period of not less than 15 minutes.

2.2. Peppermint test. Introduce 2 ounces (59 mL) of oil of peppermint into the system. Add 10 quarts (9464 mL) of hot water and seal all vent terminals. The odor of peppermint shall not be detected at any trap or other point in the system.

(ss) Shower liner test. Section P2503.6 is hereby deleted.

(tt) Protection against physical damage. Section P2603.2.1 is hereby amended to read as follows:

P2603.2.1 Protection against physical damage. In concealed locations where piping, other than cast-iron or galvanized steel, is installed through holes or notches in studs, joists, rafters or similar members less than 1.5 inches (38 mm) from the nearest edge of the member, the pipe shall be protected by steel shield plates. Such shield plates shall have a thickness of not less than 0.0575 inch (1.463 mm) (No. 16 gage). Such plates shall cover the area of the pipe where the member is notched or bored.

(uu) Pipes through footings or foundation walls. Section P2603.5 is hereby amended to read as follows:

P2603.5 Pipes through footings or foundation walls. Any pipe that passes under a footing or through a foundation wall shall be provided with a pipe sleeve two pipe sizes greater than the pipe passing through the wall. If a pipe passes under a footing and is not in contact with the footing, then a sleeve or relieving arch may be omitted, where approved by the Building Official.

(vv) Pan size and drain. Section P2801.5.1 is hereby amended to read as follows:

P2801.5.1 Pan size and drain. The pan shall be not less than 1.5 inches (38 mm) deep and shall be of sufficient size and shape to receive all dripping and condensate from the tank or water heater. The pan shall be drained by an indirect waste pipe having a minimum diameter of 3/4 inch (19 mm) or the outlet diameter of the relief valve, whichever is larger. Piping for safety pan drains shall be of those materials listed in Table P2904.5, except that PVC meeting ASTM D 1785,

D 2241 or D 2672 shall also be considered an acceptable material for this purpose.

(ww) Water heaters installed in garages. Section P2801.6 is hereby amended to read as follows:

P2801.6 Water heaters installed in garages. Water heaters having an ignition source shall be elevated such that the source of ignition is not less than 18 inches (457 mm) above the garage floor.

Exceptions:

1. Elevation of the ignition source is not required for fuel gas-fired water heaters that are listed as flammable vapor ignition-resistant. (See Section G2408.2).
2. Electric water heaters are not required to be elevated, as the elements are not considered an ignition source.

(xx) Requirements for discharge pipe. Section P2803.6.1 is hereby amended to read as follows:

P2803.6.1 Requirements of discharge pipe. The discharge piping serving a pressure-relief valve, temperature relief valve or combination valve shall:

1. Not be directly connected to the drainage system.
2. Discharge through an air gap or air break located in the same room as the water heater.
3. Not be smaller than the diameter of the outlet of the valve served and shall discharge full size to the air gap or air break.
4. Serve a single relief device and shall not connect to piping serving any other relief device or equipment.
5. Discharge to the floor, to the pan serving the water heater or storage tank, to a waste receptor or to the outdoors.
6. Discharge in a manner that does not cause personal injury or structural damage.
7. Discharge to a termination point that is readily observable by the building occupants.
8. Not be trapped.
9. Be installed to flow by gravity.
10. Not terminate more than 6 inches above the floor or waste receptor.
11. Not have a threaded connection at the end of the piping.
12. Not have valves or tee fittings.
13. Be constructed of those materials listed in Section P2904.5 or materials tested, rated and approved for such use in accordance with ASME A112.4.1.

(yy) Vacuum relief valve. Section P2803.7 is hereby amended to read as follows:

P2803.7 Vacuum relief valve. Bottom fed tank-type water heaters and bottom fed tanks connected to water heaters shall have a vacuum relief valve installed that complies with ANSI Z21.22.

Exception: Where such water heaters and tanks are part of a circulating hot water system and have a storage capacity of ten gallons or less.

(zz) Air gaps. Section P2902.3.1 is hereby amended to read as follows:

P2902.3.1 Air gaps. Air gaps shall comply with ASME A112.1.2 and air gap fittings shall comply with ASME A112.1.3. The minimum air gap shall be measured vertically from the lowest end of a water supply outlet to the flood level rim of the fixture or receptor into which such potable water outlets discharge. The minimum required air gap shall be twice the diameter of the effective opening of the outlet, but in no case less than the values specified in Table P2902.3.1. An air gap or air break is required at the discharge point of a relief valve or piping. Air gap devices shall be incorporated in dishwashing and clothes washing appliances.

(aaa) Hose bibb bleed. Section P2903.8.6 is hereby deleted.

(bbb) Service valve. Section P2903.9.1 is hereby amended to read as follows:

P2903.9.1 Service valve. Where indicated below, each dwelling unit shall be provided with an accessible main shutoff valve. The valve shall be of a full-open type having nominal restriction to flow.

Service valves shall be installed in the following locations:

1. On the water service pipe from the public water supply at or near the water meter.
2. On the water service pipe at the entrance into the building(s) if the service valve required by (1) above is more than 100 feet from said building(s).
3. On the water supply pipe to a gravity or pressurized water tank.
4. On the water supply pipe to every water heater.

(ccc) Hose bibb. Section P2903.10 is hereby deleted.

(ddd) Solvent cementing. Section P3003.9.2 is hereby amended to read as follows:

P3003.9.2 Solvent cementing. Joint surfaces shall be clean and free from moisture. A purple primer that conforms to ASTM F 656 shall be applied. Clear

primer in lieu of purple primer is acceptable where joints are accessible. Solvent cement not purple in color and conforming to ASTM D 2564 CSA CAN/CSA-B137.3, CSA CAN/CSA-B181.2 or CSA CAN/CSA-BV182.1 shall be applied to all joint surfaces. The joint shall be made while the cement is wet and shall be in accordance with ASTM D 2855. Solvent-cement joints shall be permitted above or below ground.

(eee) Joints between drainage piping and water closets. Section P3003.19 is hereby amended to read as follows:

P3003.19 Joints between drainage piping and water closets. Joints between drainage piping and water closets or similar fixtures shall be made by means of a closet flange compatible with the drainage system material, securely fastened to a structurally firm base. The joint shall be bolted, with an approved gasket, flange to fixture connection complying with ASME A112.4.3 or setting compound between the fixture and the closet flange.

(fff) Horizontal to vertical (multiple connection fittings). Section P3005.1.1. is hereby amended to read as follows:

P3005.1.1 Horizontal to vertical (multiple connection fittings). Double fittings such as double sanitary tees and tee-wyes or approved multiple connection fittings and back-to-back fixture arrangements that connect two or more branches at the same level shall be permitted as long as directly opposing connections are the same size and the discharge into directly opposing connections is from similar fixture types or fixture groups. Double sanitary tee patterns shall not receive the discharge of back-to-back water closets and fixtures or appliances with pumping action discharge.

(ggg) (Cleanouts at) Building drain and building sewer junction. Section P3005.2.7 is hereby amended to read as follows:

P3005.2.7 (Cleanouts at) Building drain and building sewer junction. There shall be a two-way cleanout near the junction of the building drain and building sewer. This cleanout may be either inside or outside the building wall, provided it is brought up to finish grade or to the lowest floor level. An accessible interior building drain cleanout or test tee within close proximity to the building drain exit point shall fulfill this requirement. "Close proximity" shall be deemed to mean a developed length of no more than 10 feet.

(hhh) Electrical. Part VIII, Chapters 34-43 inclusive, is hereby deleted.

SECTION 4. THAT violation of any provision of this ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock, Texas.

SECTION 5. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 6. THAT the City Secretary of the City of Lubbock, Texas, is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative means of publication provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this ____ day of _____, 2013.

Passed by the City Council on second reading this ____ day of _____, 2013.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



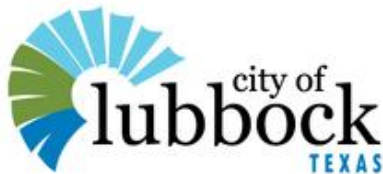
Steve O'Neal, Chief Building Official

APPROVED AS TO FORM:



Amy Sims, Assistant City Attorney

Ord.IRC 2009 revised for brick veneer
8.7.13



Regular City Council Meeting

5. 10.

Meeting Date: 09/10/2013

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute purchase order contract 31016410 with Warren Cat for a Telehandler for the Solid Waste Landfill.

Item Summary

The purchase order contract is for one telehandler along with four attachments to be located at the West Texas Region Disposal Facility (WTRDF). This will replace a 1984 model forklift that has over \$26,000 in repairs.

The telehandler will be used at the West Texas Region Disposal Facility as a multi-functional piece of equipment. The telehandler will have a pallet fork attachment and will replace a high lift forklift that has over 10,000 hours of use. The forklift is used Monday through Friday to move palletized alternate daily cover material in order to maintain compliance with Texas Commission on Environmental Quality regulations specified in 30 TAC 330.165. The telehandler with pallet forks will also be used to unload semi-truck loads of materials that are delivered to the landfill. In addition, the telehandler will have a broom attachment that will be used to clean the landfill's front entrance as well as the roadway immediately outside the landfill entrance. Cleaning the roadway will assist in maintaining compliance with 30 TAC 330.153 that requires tracked mud, at the access to the facility on the public roadway, to be removed at least once per day on days when mud is tracked on the public roadway.

The telehandler will also have a bucket attachment that will assist with loading mulch, to assist with wet weather operations, and for loading soil needed for fire protection and weekly cover. The bucket will be used for moving wind screens on high wind events to control litter. The telehandler will also have a worker basket attachment that will allow for employees and materials to be lifted safely into the air to build and maintain litter fences that are 25 and 30 feet tall.

QQ 13-11482-DT was issued to solicit quotes for one telehandler for the solid waste landfill. A Buyboard quote was also requested for the equipment. No quotes were received through the quick quote process or through Bidsync. Three quotes were received from BuyBoard. The lowest quote meeting specifications was received from Warren Cat, of Lubbock, Texas.

Staff recommends the \$96,355 purchase from Warren Cat, of Lubbock, Texas. The purchase is made through the Texas Association of School Boards Local Government Purchasing Cooperative, Contract 345-10, using an electronic purchasing system, known as Buyboard. The purchasing cooperative is an administrative agency created in accordance with Section 791.001 of the Texas Government Code and used to obtain the benefits and efficiencies that can accrue to members of a cooperative, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods and services.

Fiscal Impact

The equipment is approved in the Adopted FY 2012-13 Operating Budget.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Purchase Order - Telehandler

Photo - Loadall

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 31016410 for the purchase of Telehandler for Solid Waste Landfill as per Buy Board 345-10, by and between the City of Lubbock and Warren CAT, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Warren CAT-PurchaseOrd
August 26, 2013



PURCHASE ORDER

Page - 1
Date - 08/26/2013
Order Number 31016410 000 OP
Branch/Plant 3526

TO:
WARREN CAT
702 E SLATON ROAD
LUBBOCK Texas 79404

SHIP TO:
CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK Texas 79403

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457
BY: [Signature]
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 08/26/2013 Freight
Requested 08/26/2013 Taken By D.TORRES
Delivery PER M.TREVINO/REQ 41350 BUY BOARD 345-10

Table with 7 columns: Description/Supplier Item, Ordered, Unit Cost, UM, Extension, Request Date. Rows include Telehandler, Spec 9340 SW, Pallet Forks 48" x 2.36" x 6", Large Capacity Clam Jaw Bucket, Sweeper/Broom, Mounted Work Platform 4'x8'.

Terms NET 10 EOM Total Order 96,355.00

This purchase order encumbers funds in the amount of \$96,355 awarded to Warren CAT of Lubbock, Texas on September 10, 2013. The following is incorporated into and made part of this purchase order by reference: Price Quotation dated August 13, 2013 from Warren CAT of Lubbock, Texas and Buy Board 345-10. Resolution# _____.

CITY OF LUBBOCK

ATTEST:

Glen C. Robertson, Mayor

Rebecca Garza, City Secretary



08/13/2013

City of Lubbock – Solid Waste

#G1KS0019

(1) CATERPILLAR TH406C TELEHANDLER - BUYBOARD QUOTE – 9340 - SW

TH406C Rated Load Capacity = 8,150 lbs Maximum Lift Height = 20 ft

Description

Package MA4 (CAB)

- CAT C3.4B Tier 4 Interim, 100 hp Engine & 4-speed Power Shift Transmission
- Joystick, Single
- Cloth Air Suspension Seat
- Enclosed Cab w/ Headliner
- Manual Coupler w/ Single Auxiliary Supply
- Standard Axle w/ Steer Sensors
- Air Conditioner w/ Heater
- Roof Wiper
- Sunscreen
- Work Lights

Standard Equipment

- Power Steering
- Automatic Steering Self-Alignment
- Transmission Disconnect via Brake Pedal
- 15.5-25 SGL Goodyear Tires
- Backup Alarm
- Floor Mat, Heavy Duty
- Enclosed Oil Disc Brakes, Front Axle
- Front Axle, Limited Slip
- 4-Wheel Drive
- Electronic Boom Angle Indicator
- Two Boom Mounted Work Lights
- Left and Right Hand Mirrors
- Continuous Auxiliary Hydraulic Flow
- 3" Seat Belt
- Thermal Starting Aid
- Quick Coupler, Manual IT Interface
- 12V Internal and External Power Sockets

Additional Attachments

- Boom Brushes
- Road Lights



BUYBOARD MACHINE SELLING PRICE

\$75,750.00

Buyboard Item # 345-10

ATTACHMENT OPTIONS

A. - 1) Pallet Forks

Caterpillar Wide Tilt Carriage (72") add \$2,255.00
Pallet Forks, Two (2) 48" x 2.36" x 6"

~~A. - 2) Pallet Forks~~

~~Caterpillar Wide Tilt Carriage (72") add \$2,815.00
Pallet Forks, Two (2) 60" x 2.36" x 6"~~

B.) Large Capacity Clam Jaw Bucket with No Teeth

Caterpillar Bucket, Multi-Purpose, 1.3 cyd add \$6,660.00
94" Width, includes bolt on cutting edge

C.) Sweeper / Broom

Caterpillar BA25 Angle Broom, Manual (QC) add \$9,750.00
98.4" sweeping width straight
85.2" sweeping width angled @ 30 degrees
27.5" brush diameter
Brush material - 50% polypropylene / 50% steel wire
Manual angling - angles at 0, 15, and 30 degrees left and right

*This attachment is also available for rent from our Warren CAT Rental Store.

~~D. - 1.) Mounted Work Platform - Star Industries~~

~~4' x 4' work platform, mounts directly to coupler with IT hooks add \$1,830.00~~

D. - 2) Mounted Work Platform - Star Industries

4' x 8' work platform, mounts directly to coupler with IT hooks add \$1,940.00

TOTAL \$96,355

WARRANTY

The CAT Telehandler 1 - 2 - 5 Warranty.

We provide coverage for one (1) year on the entire machine, two (2) full years on the drivetrain and cover all specified major structural components for five (5) years.

F.O.B./TERMS

F.O.B.; City of Lubbock Landfill - Lubbock, Tx

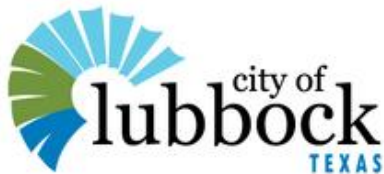
Thank you for allowing Warren Cat and Caterpillar to quote on your equipment needs. If you have any questions, please give me a call.

Submitted by: Koley Schaffner

8-13-13

Accepted by:





Regular City Council Meeting

5. 11.

Meeting Date: 09/10/2013

Information

Agenda Item

Resolution - Health: Consider a resolution authorizing the Mayor to execute contract 11510. An agreement with Lubbock County Hospital District d/b/a University Medical Center (UMC) to cooperate to provide certain public health services for indigent residents of Lubbock County.

Item Summary

This agreement will provide the City of Lubbock Health Department the opportunity to partner with UMC to provide a facility that is more easily accessible to the public who are in need of immunization and sexually transmitted disease services.

Through this agreement the Health Department will provide four of the ten Essential Public Health Services. These four services include: 1. Inform, educate, and empower people about health issues, 2. Link people to needed personal health services, 3. Mobilize community partnerships and action to identify and solve health problems, and 4. Diagnose and investigate health problems and health hazards in the community.

Fiscal Impact

None.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution - UMC

Contract - UMC

RESOLUTION

WHEREAS, the City Council of the City of Lubbock has determined that it is in the best interest of the citizens of the City of Lubbock to enter into an agreement the Lubbock County Hospital District d/b/a University Medical Center to cooperate to provide certain public health services for indigent residents of Lubbock County; NOW THEREFORE:

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK THAT the Mayor is hereby authorized and directed to execute the **Lubbock County Medical Indigent Program Provider Agreement** on behalf of the City of Lubbock Health Department, and any associated documents.

Passed by the City Council on this ____ day of _____, 2013.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

John C. Grace, City Attorney

Q:\CCDOCS\RES.LCMI Program.2014.doc

LUBBOCK COUNTY MEDICAL INDIGENT PROGRAM (“LCMI”) PROVIDER AGREEMENT

City of Lubbock Health Department
806 18th Street
Lubbock, TX 79401

Mailing Address:
City of Lubbock Health Department
P.O. Box 2000
Lubbock, TX 79408

This Agreement is between the Lubbock County Hospital District, d/b/a University Medical Center (“UMC”) and the City of Lubbock Health Department (“Provider”).

The Lubbock County Hospital District, d/b/a University Medical Center (“UMC”) has established a medical indigent program whereby it furnishes medical and hospital care to eligible needy residents of Lubbock County.

Provider’s mission is to protect the health, safety, and welfare of the citizens through preventing epidemics and the spread of disease; educating and empowering people to adopt healthy and responsible behaviors; promoting the quality and accessibility of health services; and developing new insights and innovative solutions to health problems

UMC and Provider desire to cooperate to provide public health services for Lubbock County.

THEREFORE, in consideration of the mutual covenants and agreements, and subject to the conditions and limitations set forth in this Agreement, Provider and UMC agree as follows:

ARTICLE 1: DEFINITIONS

- 1.1 **“Beneficiary”** means a resident of Lubbock County who UMC has determined is eligible for assistance from the Medical Indigent Program, including eligible Lubbock County residents who are inmates of the Lubbock County Jail, Lubbock County Youth Facility, and Lubbock County Community Correctional Facility.
- 1.2 **“Covered Services”** means ONLY THOSE SERVICES LISTED IN EXHIBIT A TO THIS AGREEMENT, which Exhibit A is incorporated into this Agreement.
- 1.3 **“Program”** means a service of UMC to furnish medical and hospital care to eligible needy residents of Lubbock County through the Lubbock County Medical Indigent Program. It is not an insurance program; it is a medical financial assistance program.
- 1.4 **“Medically Necessary”** or **“Medical Necessity”** means that a health care service or supply for the treatment of an injury, illness, or other medical condition as determined by the UMC is: (a) appropriate and necessary for the symptoms, diagnosis, or direct care and treatment

of the medical condition; (b) provided for the diagnosis or direct care and treatment of the medical condition; (c) within standards of good medical practice within the organized medical community; (d) not primarily for the convenience of the Beneficiary, the Beneficiary's physician or other provider; (e) the most appropriate supply or level of service which can safely be provided; and, (f) consistent with the Program medical policy, utilization management program, quality assurance requirements, and the terms and conditions of the Program. Utilization review and utilization management shall be provided by the UMC Managed Care Review Committee, and which shall also oversee and determine "Medical Necessity."

- 1.5 **"Provider"** means the City of Lubbock Health Department.
- 1.6 **"UMC Managed Care Review Committee"** means a committee established by UMC to review care provided to LCMI and other managed care patients.

ARTICLE 2: TERM AND TERMINATION

- 2.1 **Term.** The term of this Agreement begins on its execution and continues through September 30, 2014. At the end of the term of this agreement, this agreement shall renew only by written agreement of the parties.
- 2.2 **Termination.** This Agreement may be terminated upon the occurrence of any of the following events:
- (a) The date of dissolution or liquidation of Provider or UMC, whichever first occurs;
 - (b) A material breach by either party of any covenants or obligations of this Agreement, provided that such party fails to cure same within thirty (30) days after written notice of default by the other party, as of the 31st day subsequent to such notice;
 - (c) Provider is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a government program by any federal department or agency or by the State of Texas; or
 - (d) By either party upon 60 days written notice to the other party.
- 2.3 **Continuation of Services.** If UMC's relationship with Provider terminates at any time during which any Beneficiaries are receiving services from Provider, Provider agrees to continue rendering its normal and customary services on behalf of such Beneficiaries and to continue charging its fees for such services, in accordance with the terms and provisions of this agreement, until such time as Beneficiary is discharged or transferred. UMC similarly agrees that UMC will render payment for services so delivered in accordance with the reimbursement terms of this agreement.

ARTICLE 3. OBLIGATIONS OF PROVIDER

- 3.1 **Provision of Services.** Within the usual and customary capacity and capabilities of its facilities and personnel to be determined by Provider, Provider shall provide Covered

Services to the Beneficiaries. All services shall be provided to the Beneficiaries in the same manner, in accordance with the same standards, and within the same time availability as Provider's services to its other patients. Provider shall comply with all verification and preauthorization requirements described below. Each physician who provides services under this Agreement must be a member of UMC's medical staff.

- 3.2 **Change in Services.** Provider agrees to notify UMC in writing of any substantial change in the types of inpatient or outpatient services offered.
- 3.3 **Licensure and Certification.** At all times during the term of this Agreement, Provider shall be appropriately licensed and certified in accordance with federal and state law.
- 3.4 **Performance.**
- (a) Provider shall, at its own expense, provide and maintain facilities and provide professional and allied personnel to provide all necessary and appropriate services.
 - (b) Provider shall, at its own expense, provide and maintain the organizational and administrative capabilities to carry out its duties and responsibilities under this agreement.
 - (c) Provider shall use its best efforts to see that services provided by a resident physician shall not be billed to UMC unless the attending physician provides the level of supervision and involvement required by Medicare and Medicaid guidelines.
- 3.5 **Insurance.** Provider, at its sole cost and expense, shall maintain such professional insurance coverage or self-insurance as shall be necessary to insure Provider against any claim or claims for damages arising by reason of personal injuries or death occasioned, directly or indirectly, in connection with such services.

ARTICLE 4: ELIGIBILITY AND PREAUTHORIZATION

- 4.1 **Eligibility.** UMC shall accept and process applications for the Medical Indigent Program. UMC will inform Provider of eligibility through established mechanisms.
- 4.2 **Identification and Verification.** UMC shall establish a mechanism for the purpose of identifying Beneficiaries.
- (a) Beneficiaries of the Lubbock County Medical Indigent Program receive benefits for a designated period and shall have identification cards.
 - (b) Provider, prior to providing services for LCMI services, may verify eligibility by:
 - (1) Checking the coverage card, or other identification, of each patient; or
 - (2) Contacting UMC Resource Assistance office.
 - (c) Provider, by giving written notice to UMC and patient, may terminate the physician-patient relationship of a medical indigent patient who has not fulfilled his/her responsibilities in the physician-patient relationship including, but not

limited to frequently missed appointments, abusive/disruptive behavior, failure to follow the treatment plan recommended by the physician.

4.3 Preauthorization. Unless the Beneficiary has a medical emergency, as determined by Physician, Provider shall obtain written authorization from the Managed Care Review Committee for the following services to Beneficiaries prior to providing the service. The Managed Care Review Committee meets each Wednesday for the purpose of making determination of preauthorization. The Director of Case Management of UMC will communicate to Provider orally and in writing of the determination of preauthorization. Procedures requiring preauthorization are as follows:

**Surgical Procedures performed in Operating Room suites;
Pain Procedures; and
Cath Lab Procedures.**

The Provider's failure to obtain preauthorization may result in denial of payment.

ARTICLE 5: PAYMENT PROVISIONS

5.1 Schedule of Reimbursement. UMC shall pay Provider for services provided under this Agreement as follows:

- (a) UMC shall determine eligibility of indigent residents in accordance with its Medical Indigent policies and procedures, copies of which shall be provided to Provider at Provider's request.
- (b) UMC shall pay Provider for Covered Services an amount equal to the prevailing Texas Medicaid fee schedule plus 10%.
- (c) UMC may conduct an audit of claims, using Medicaid guidelines, which may include a review of patient medical records. The audit may result in the retroactive denial of claims and recovery of payments for procedures that are not medically necessary, procedures that have not been preauthorized as required, insufficient documentation to support the service or level of billing, individuals who are not eligible for benefits under the Program. If UMC identifies a consistent deficiency in billing by Provider, UMC, using statistically valid means or representative samples, may extrapolate the amount of the billing error to the number of claims submitted to determine the total amount of the billing error for reconciliation purposes. Before formalizing any audit and subsequent extrapolation, UMC shall, in advance, notify Provider of the anticipated need for such action(s).
- (d) Payment for services is conditional upon Provider's compliance with preauthorization requirements, timely and accurate submission of claims, and compliance with the requirements of this agreement.
- (e) UMC is the payor of last resort. If the patient is eligible for any other financial assistance program, the patient is not eligible for most benefits under the Program. The patient must make a good faith effort to exhaust all other sources of benefits and must cooperate in providing information for program applications. If a patient

becomes eligible for any other financial assistance program, UMC will recoup any payments made to Provider for services that are billable to the financial assistance program without regard to filing deadline rules of the financial assistance program. If a patient becomes ineligible under the Program, UMC will recoup any payments made to Provider for services provided during the time of ineligibility.

5.2 **Billing Procedures.**

- (a) Only beneficiaries with LCMI as their primary coverage are covered under this Agreement. If the Beneficiary has health benefits coverage from a third-party payor other than UMC (commercial insurer, government program, employer health plan or reimbursement plan), the Beneficiary is not eligible for services under this Agreement, and Provider shall not submit a claim for services to UMC.
- (b) As soon as possible after providing services to a Beneficiary, Provider shall furnish to UMC a claim for services. Provider must file the claim within 90 days after the date of service or the date the Beneficiary is approved as eligible for the Program. Retroactive eligibility for indigent care beneficiaries is limited to 90 days prior to the date of approval.
- (c) Provider shall accept the payment from UMC as payment in full and shall not bill Beneficiary except for copayments.
- (d) Provider shall collect copayments, if applicable, from Beneficiaries. Copayment amounts are listed in the Program policies and guidelines.
- (e) Provider shall submit claims to UMC in the manner in which Provider usually submits claims. Each claim shall include patient identifying information, the program for which the patient is qualified (Medical Indigent), dates of service, CPT Codes, ICD-9 /10Codes, physician identifying information, and the billed charges. However, for services for which a Medicaid payment code does not exist but which are approved by the Managed Care Review Committee, payment for that code/service shall be based on the Medicare fee schedule.

5.3 **Payment of Benefits.**

- (a) In the event of any overpayment, duplicate payment, or other payment in excess of that to which Provider is entitled, Provider shall make repayment to UMC within thirty (30) days of notification and proof by UMC of such overpayment, duplicate payment, or other excess payment.
- (b) UMC shall pay Provider electronically using a HIPAA-compliant format unless agreed otherwise by the parties.

ARTICLE 6: ADMINISTRATION

6.1 **Access to Records.**

- (a) Provider shall prepare and maintain patient business and medical records for all services delivered to Beneficiaries. These records shall be prepared and maintained as required by law.
- (b) UMC shall secure a legally appropriate written authorization from each Beneficiary for the release of a Beneficiary's business and medical records by Provider to UMC.
- (c) Provider shall make available to UMC or its designated representative, for review and duplication, any or all records and data, business and medical, maintained by Provider pertaining to payments, claims, and services rendered to Beneficiaries under this agreement. UMC must furnish Provider with a written authorization signed by the patient allowing release of medical records to UMC
- (d) Provider and UMC shall be subject to all applicable laws and regulations concerning confidentiality of patient medical records.

6.2 **Utilization Review.** Provider agrees to participate in UMC's utilization review Managed Care Committee relative to the services performed under this agreement

6.3 **Relationship of Parties.**

- (a) No provision of this agreement is intended to create any relationship between Provider and UMC other than that of independent entities contracting with each other solely for the purpose of affecting the provisions of this agreement. The relationship of Provider and the UMC will not be construed or interpreted to be a partnership, joint enterprise or joint venture.
- (b) It is understood and agreed that the operation and management of facilities and rendition of care and treatment by Provider shall be solely and exclusively under its control, and UMC shall have no right or authority over the operation of Provider, rendition of medical care, or selection of professional and other staff.
- (c) Neither of the parties to this agreement, nor any of their respective employees, agents or representatives, will be construed to be the agent, employee, or representative of the other, or liable for any acts of omission or commission on the part of the other.

6.4 **Declaration that Beneficiaries are not Third Party Beneficiaries under This Agreement.** Notwithstanding mutual recognition that services under this agreement will be rendered by Provider to Beneficiaries, it is not the intention of either Provider or UMC that Beneficiaries occupy the position of intended third party beneficiaries of the obligations assumed by either party to this Agreement and no Beneficiary shall have the right to enforce any such obligation.

6.5 **Assignment or Delegation of Duties.** UMC and Provider recognize that the services covered by this agreement are personal and nondelegable. No assignment or delegation of the rights, duties or obligations of this Agreement shall be made by Provider without the express written approval of a duly authorized representative of UMC.

6.6 **Dispute Resolution.**

- (a) Provider and UMC agree to meet and confer in good faith to resolve any problems or disputes that may arise under this agreement.
- (b) If Provider believes UMC incorrectly denied all or part of the charges and wants to obtain a review of the benefit determination, Provider shall:
 - (i) submit a written request for review to UMC; and
 - (ii) include in the written request the items of concern regarding UMC's determination and all additional information (including medical information) that Provider believes has a bearing on why the determination was incorrect.

On the basis of the information supplied with the request for review to UMC, together with any other information available to it, UMC will review its prior determination for correctness. Provider will be notified in writing of UMC's decision and the reasons for it within thirty (30) days of UMC's receipt of the request for review. If no response is received by Provider within 30 days, the dispute will be deemed to be resolved in favor of Provider, with payment to be timely made in full. If Provider believes the decision is incorrect, the Managed Care Review committee shall review the appeal for a final decision.
- (c) UMC and Provider will cooperate to resolve any complaints by patients. A patient's complaint will be forwarded to Provider for appropriate review and action. Complaints not resolved will be reviewed through the UMC's grievance mechanism.
- (d) UMC and Provider will cooperate to resolve any complaints involving Hospital's treatment of Provider's patients or conduct of Hospital personnel regarding the above. A Provider's complaint will be forwarded to the UMC Managed Care Review Committee for appropriate review and action.

6.7 Amendment and Modification.

- (a) This agreement may be amended only by mutual written consent of duly authorized representatives of Provider and UMC.
- (b) Either party may request in writing renegotiation of the rates in the Exhibits on an annual basis. Notwithstanding the effective date of this agreement, such request for renegotiation shall be made in writing at least sixty (60) days prior to the anniversary date of this agreement. The current rates will remain in effect until new rates have been agreed upon or this agreement has terminated or expired.

6.8 Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of any provision of the Agreement.

6.9 Notice. All notices required or permitted to be given under this Agreement shall be sufficient if furnished in writing, sent by registered mail, to the party's last known principal office.

6.10 Governing Law. This Agreement shall be interpreted, construed, and governed according to the laws of Texas. Venue shall be in Lubbock, Lubbock County, Texas for all purposes.

- 6.11 **Severability.** If any term or provision of this agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this agreement, provided that any invalid provision is not material to the overall purpose and operation of this agreement. The remaining provisions of this agreement shall continue in full force and effect and shall in no way be affected, impaired, or invalidated.
- 6.12 **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs (as applicable), legal representatives, successors, and permitted assigns. The parties acknowledge that their services are unique and agree that they may not assign this Agreement nor any rights, interests, or obligations hereunder without the written consent of the non-assigning party.
- 6.13 **Entire Agreement.** This Agreement contains the entire agreement and understanding between the parties and it supersedes all prior written agreements, understandings, and representations relating to the subject matter of this Agreement.
- 6.14 **Compliance.** The parties acknowledge that they are subject to applicable federal and state laws and regulations, and policies and requirements of various accrediting organizations. Each party will enforce compliance with all applicable laws, regulations, and requirements, and will make available such information and records as may be reasonably requested in writing by the other party to facilitate its compliance, except for records that are confidential and privileged by law. Each party shall have or designate a Compliance Officer or liaison with whom compliance issues shall be coordinated.
- 6.15 **Access to Records by Agencies.** The parties agree that until the expiration of **six** years after the furnishing of services provided under this Agreement, the parties will make available to the Secretary of the United States Department of Health and Human Services (“the Secretary”), the United States Comptroller General, or the Texas Department of Health, and their duly authorized representatives, this contract and all books, documents, and records necessary to certify the nature and extent of the costs of those services. If a party carries out the duties of this Agreement through a subcontract, the subcontract will also contain an access clause to permit access by the Secretary, the United States Comptroller General, the Texas Department of Health, and their representatives to the related organization’s books and records.
- 6.16 **Certification.** Each party certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract or any government program by any federal department or agency or by the State of Texas. EACH PARTY WILL DISCLOSE IMMEDIATELY TO THE OTHER PARTY the name of any person who has an ownership or controlling interest or is an agent or managing employee who is convicted of a criminal offense related to the person’s involvement in a government program.
- 6.17 **Non-Discrimination.** Each party shall provide services without discrimination on the basis of race, color, national origin, age, sex, disability, or political or religious beliefs.
- 6.18 **Patient Information.** To the extent that a party has access to or prepares records containing confidential patient information, the party shall: (1) use the records only for the purpose of providing services under this Agreement; (2) protect the confidentiality of patient information in compliance with all state and federal laws, including, without limitation, the Health Insurance Portability & Accountability Act of 1996 and its

implementing regulations ("HIPAA"); and (3) take reasonable precautions to prevent any unauthorized disclosure of records provided or prepared under the terms of this Agreement. The parties agree to execute such additional documents and agreements as necessary to comply with HIPAA.

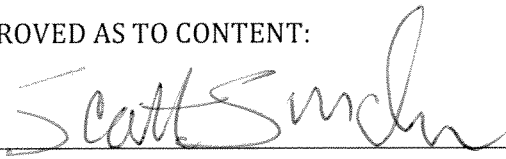
CITY OF LUBBOCK HEALTH DEPARTMENT ("PROVIDER")

By: _____ Date: _____
Glen C. Robertson, Mayor

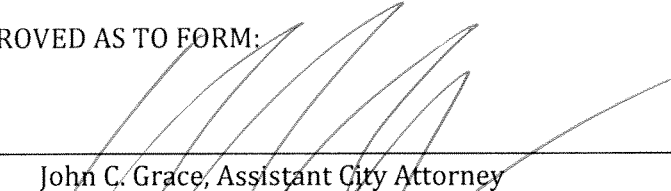
ATTEST:

By: _____
Becky Garza, City Secretary

APPROVED AS TO CONTENT:

By:  _____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

By:  _____
John C. Grace, Assistant City Attorney

UNIVERSITY MEDICAL CENTER ("UMC")

By: _____ Date: _____
Brent King
Vice President, Managed Care Services

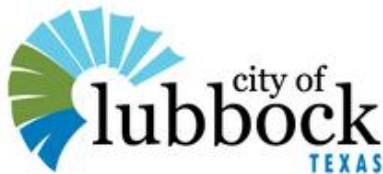
**EXHIBIT A
COVERED SERVICES**

Reimbursement: Medicaid Rate plus 10%

Adult Immunizations
MMR
TDaP
TB Skin Test
Rabies Vaccine
Influenza (1) Sanofi Pasteur Pharmaceuticals
Influenza (2) GlaxoSmithKline Pharmaceuticals
Hepatitis A
Hepatitis B
Twinrix
Menveo

STDs
Full Panel Test* <ul style="list-style-type: none"> • Chlamydia • Syphilis • HIV • Gonorrhea
Physician Visit CPT Code 99202
Physician Visit CPT Code 99204

* Medicaid Rate for Full Panel not available: UMC will pay \$24.88/panel test



Regular City Council Meeting

5. 12.

Meeting Date: 09/10/2013

Information

Agenda Item

Resolution - Civic Center: Consider a resolution authorizing the Mayor to execute contract 11513, a License Agreement between the City of Lubbock and Civic Lubbock, Inc. with regard to concession commissions, salary reimbursements, collection of catering and merchandise fees, and the continuation of two standing sub-committees.

Item Summary

As per the current agreement, Civic Lubbock, Inc. pays a commission to the City of 5% on concession food/soft drinks and all alcohol sales at the City Bank Auditorium/Coliseum and Lubbock Memorial Civic Center. The proposed agreement would include the Wells Fargo Amphitheatre, Buddy Holly Center, Buddy & Maria Elena Holly Plaza, and Silent Wings Museum as venues that require a commission is based. Civic Lubbock, Inc. also reimburses the City for salaries/benefits for 4 full-time employees at 100% and 1 full-time employee at 75%. The 5 employees are all associated with the concession and ticketing operations. A proposed change to the agreement would increase the reimbursement to 100% of salaries/benefits for all 5 full-time employees per fiscal year.

Currently there are two sub-committees that report to the Civic Lubbock, Inc. Board of Directors. The Museum and Arts sub-committee functions as the advisory board to the Silent Wings Museum and the Buddy Holly Center and the Cultural Arts Grant Review sub-committee oversees the Cultural Arts Grant Program, which is funded through the Hotel Occupancy Tax allocation formula. The Board will present its recommendations to the City Council after accepting applications as per guidelines developed for this program.

The key provisions in the proposed on agreement are as follows:

1. The inclusion of additional venues which the concession commission is based.
2. An increase in the percentage of full-time staff that impact the reimbursements from Civic Lubbock, Inc. to the City of Lubbock.

The changes will become effective September 21, 2013.

Fiscal Impact

A decrease to the Civic Center full-time salary account of \$15,000, as a result of the change in reimbursement of salary/benefits.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution - Civic Lubbock

Agreement - Civic Lubbock

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 License Agreement with Civic Lubbock, Inc., and related documents. Said License Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

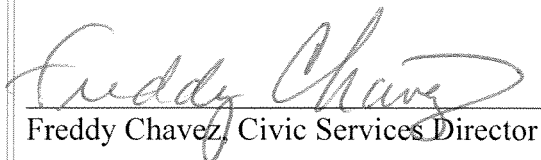
Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

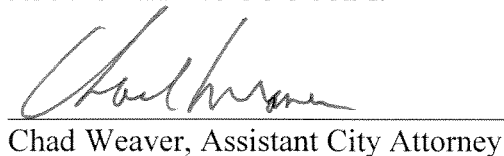
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Freddy Chavez, Civic Services Director

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Agrmt-Civic Lubbock, Inc.
August 22, 2013

LICENSE AGREEMENT

THE STATE OF TEXAS

COUNTY OF LUBBOCK

This agreement is entered into on the _____ day of _____, 2013, by and between the City of Lubbock, a home rule municipal corporation (hereinafter called "City") and Civic Lubbock, Inc., a Texas non-profit corporation (hereinafter called "Corporation").

WITNESSETH

WHEREAS, the City and the Corporation did heretofore on the 21st day of, September 2005 enter into an Agreement wherein the City granted to Corporation a license for the use of the City Bank Auditorium/Coliseum, the Lubbock Memorial Civic Center, and the Wells Fargo Amphitheatre; and

WHEREAS, it is the desire of the City and Corporation to enter into a new Agreement establishing the relationship between the City and the Corporation;

NOW THEREFORE:

BE IT RESOLVED BY THE CITY AND THE CORPORATION AS FOLLOWS:

1. This agreement supersedes and takes the place of the Agreement entered into by and between the City and Corporation on the 21st day of September, 2005, including all amendments thereto, and any and all prior agreements between the City and the Corporation; and upon execution this Agreement shall establish and govern the relationship between the City and Corporation.

2. In consideration of the Corporation's service to the community in the enhancement of public art and the Corporation's commitment to its cultural and educational programs, the City hereby grants to Corporation a license for all food, beverage and other concession sales in or surrounding the City Bank Auditorium/Coliseum, Lubbock Memorial Civic Center, Wells Fargo Amphitheatre, Buddy Holly Center, Buddy & Maria Elena Holly Plaza, Silent Wings Museum and other designated municipal facilities as mutually determined by the City and Corporation. The City also grants to Corporation all commissions collected from catering fees collected at the Lubbock Memorial Civic Center and all merchandise fees collected at the Lubbock Memorial Civic Center and City Bank Auditorium/Coliseum.

3. Corporation agrees that for and in consideration of such license, herein granted, that Corporation shall pay:

- a) City a commission of five percent (5 %) of food and soft drink adjusted gross sales at the City Bank Auditorium/Coliseum, Wells Fargo Amphitheatre and Lubbock Memorial Civic Center and other mutually determined municipal facilities for the term of this agreement. The food and soft drink concession sales commission shall be paid by Corporation to the City on a quarterly basis with the first such payment being due on the 10th day of January in each fiscal year, and a similar payment on the 10th day after each succeeding quarter during the term of this Agreement.
- b) City a commission of five percent (5 %) of alcoholic beverages gross sales at the City Bank Auditorium/Coliseum, Lubbock Memorial Civic Center, Wells Fargo Amphitheatre, Buddy Holly Center, Buddy & Maria Elena Holly Plaza, Silent Wings Museum and other mutually determined municipal facilities for the term of this agreement. This commission shall be paid by Corporation to the City on a quarterly basis with the first such payment being due on the 10th day of January in each fiscal year, and a similar payment on the 10th day after each succeeding quarter during the term of this Agreement.

4. Corporation agrees to pay all operational expenses associated with such concession rights or sales, including, but not limited to, all salaries of full or part-time staff employees engaged in such sales. Routine maintenance of all concession areas included in this license shall not be considered an operational expense and shall be borne by the City at no cost to the Corporation. In addition, the City agrees to employ such full-time staff as may be necessary and appropriate to assist the Corporation in carrying out the duties and responsibilities of the concessions and accounting functions of the Corporation. Salaries and benefits of such full-time concession employees shall be reimbursed to the City by the Corporation on a quarterly basis.

5. In consideration of Corporation's desire to expand its programs and in addition to the license heretofore granted, the City does hereby further grant to Corporation a license to operate and manage all box office operations reasonably necessary for events scheduled by the City in the Lubbock Memorial Civic Center, City Bank Auditorium/Coliseum, Wells Fargo Amphitheatre and in other mutually agreed venues. This license authorizes the Corporation to undertake ticket sales for events scheduled by the City in its facilities; utilize the box office areas within the City Bank Auditorium/Coliseum, Lubbock Memorial Civic Center, and the Wells Fargo Amphitheatre; and establish charges for ticketing services in City facilities and other venues in the region which may request ticketing services for their scheduled events.

6. Corporation agrees to pay all operational expenses associated with such box office services, including, but not limited to, all salaries of full or part-time staff employees engaged in such sales. Routine maintenance of all box office areas included in this license shall not be considered an operational expense and shall be borne by the

City at no cost to the Corporation. In addition, the City agrees to employ such full-time staff as may be necessary and appropriate to assist the Corporation in carrying out the duties and responsibilities of the box office and accounting functions of the Corporation. Salaries and benefits of such full-time box office employees shall be reimbursed to the City by the Corporation on a quarterly basis.

7. The Civic Lubbock, Inc. Board shall have a minimum of two standing sub-committees: 1) the Museum and Arts Standing Sub-Committee; and 2) the Cultural Arts Grant Review Standing Sub-Committee. Each sub-committee shall elect a chairperson and vice-chairperson, one of whom shall be chosen from the Directors on that committee. Public representatives for each committee shall be appointed by the City Council.

The Museum and Arts Standing Sub-Committee shall be composed of four Directors appointed by the Corporation, and three representatives of the arts community appointed by the City Council to serve two successive three-year terms or until successors are appointed. Responsibilities of this committee include serving as an advisory board for the Silent Wings Museum and the Buddy Holly Center. The President of the Corporation or his designee shall serve as an ex officio member of this committee.

The Cultural Arts Grant Review Standing Sub-Committee shall be composed of three Directors appointed by the Corporation, plus two members at-large appointed by the City Council to serve two successive three-year terms or until successors are appointed. This committee shall be responsible for developing the guidelines for the Cultural and Arts Grant Program funded by the Hotel Occupancy Tax, accepting applications, and making recommendations to the Corporation board to present to the City Council for grant recipients twice each year. The President of the Corporation or his designee shall serve as an ex officio member of this committee.

The Corporation may, from time to time and at its sole discretion, establish other committees to assist with projects and purposes associated with the Corporation's mission. Committee members appointed by the Corporation may consist of Directors of the Corporation and members of the community whose expertise would enhance the project and/or purpose for which the committee is intended.

8. At the Corporation's expense, Corporation agrees to conduct an annual audit of its book of accounts by an independent auditor and provide a copy of the final audit to the City each year during the term of this Agreement. The audit shall be completed no later than the 30th day of December of each year this Agreement is in force. The copy shall be provided to the City within 60 days after completion.

9. If the audit presented by the Corporation to the City identifies a cash fund balance, after payment of the total considerations hereinabove mentioned and excluding all expenses incurred or encumbered, the Corporation is hereby authorized to retain such fund balance as follows:

- a. The first one hundred thousand dollars of such cash fund balance shall be retained by Corporation as a reserve fund for the performance of its obligations and duties herein set forth;
- b. Any fund balance remaining after the contribution to a reserve account as mentioned above is satisfied shall be placed in a reserve to fund activities relative to the purposes of the Corporation as stated in its Charter.

10. The Corporation hereby agrees to prepare and submit to the City a budget for the upcoming fiscal year beginning October 1 of each year. The Corporation shall prepare this budget on forms satisfactory to the City and shall present this budget to the City Council prior to the beginning of each fiscal year.

11. The Corporation agrees to use its best efforts to foster, promote, and present cultural and educational programs, attractions and entertainments for the general intellectual and physical improvement and welfare of the people of the City of Lubbock and the surrounding area which shall add to the quality of life of the citizens of the City of Lubbock in accordance with the Corporation's Charter. This will include, but is not limited to, sponsoring such programs, attractions, and entertainments and matters incidental hereto, including, but not limited to the Walk of Fame projects, development and implementation of a local grant program for events held in the Civic Center, Amphitheatre and Auditorium/Coliseum, sponsorship and co-sponsorship of national touring productions and events held in the Lubbock Memorial Civic Center and City Bank Auditorium/Coliseum and public art programs in or on property owned and operated by the City.

12. It is understood by both parties that Corporation receives no direct or indirect monetary benefit from advertising or sponsorship revenues generated by the operation of the facilities or events scheduled in the facilities. It is also understood that Corporation has no right or authority to control, either directly or indirectly, any programming or booking decision at the Lubbock Memorial Civic Center, City Bank Auditorium/Coliseum and the Wells Fargo Amphitheatre. These functions are handled and controlled by the City. It is also understood that Corporation is not subject to the direction or control, either directly or indirectly, by the City as the facility owner and operator, event producer, or any upper tier member of the alcoholic beverage industry as to the quantities or brands of alcoholic beverage products purchased and/or sold by Corporation.

13. In consideration of the Corporation's services to be rendered pursuant to the Agreement, the City does hereby grant the Corporation the right to use any and all of the above mentioned or agreed upon City facilities for its business meetings. The Corporation, however, will be required to schedule its meetings at times that are mutually agreeable to both the City and the Corporation.

14. The Corporation agrees to secure and maintain during the term of this Agreement general liability insurance, with the City named as an additional insured on a primary and non-contributory basis, in the amount of \$2,000,000.00 which shall include products/completed operations and advertising insurance; liquor liability insurance in the amount of \$1,000,000.00; and crime insurance with an employee dishonesty form in the amount of \$1,000.00. In addition, Corporation shall elect to obtain workers' compensation coverage pursuant to Section 406.002 of the Texas Labor Code and shall maintain said coverage throughout the term of this Agreement. Each policy shall be endorsed to waive all rights of subrogation against the City by reason of any payment made of claims under the above coverage.

15. 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.

16. The term of this Agreement shall be for five years from the date of execution of this Agreement. After the initial five year term, this Agreement may be extended by mutual agreement of the parties expressed in writing upon a year-to-year basis.

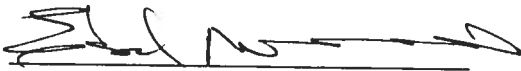
17. In the event that this Agreement terminates at any time after the initial five year guaranteed term, then in such event the Corporation shall nevertheless be authorized to undertake and fulfill all existing obligations and contracts necessary and essential for the conclusion of the Corporation's business. The Corporation further agrees to cooperate with the City to insure an orderly transition of all services and facilities subject to this Agreement upon its termination.

EXECUTED this _____ day of _____, 2013.

CIVIC LUBBOCK, INC:

By: _____
PRESIDENT

ATTEST:



Secretary

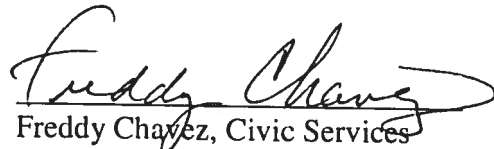
CITY OF LUBBOCK:

GLEN ROBERTSON, MAYOR

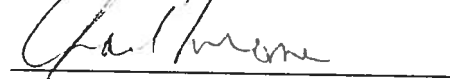
ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:


Freddy Chavez, Civic Services
Director

APPROVED AS TO FORM



Chad Weaver
Senior Attorney

Chad Weaver
Senior Attorney



Regular City Council Meeting

5. 13.

Meeting Date: 09/10/2013

Information

Agenda Item

Resolution - Community Development: Consider a resolution granting the waiver of Payment in Lieu of Taxes (PILOT) for FY 2013-14 for the Lubbock Housing Authority (LHA).

Item Summary

In April 2003, the City Council amended the cooperation agreement dated August 24, 1995, between LHA and the City concerning the PILOT. The amendment allows the City Council to reconsider the request to waive the PILOT on an annual basis. Approval is based on the previous year's use of the waived taxes to ensure the funds were used on affordable housing projects. A review of the use of funds is conducted each year. For the time period beginning October 1, 2011, and ending September 30, 2012, net rental revenue collected by LHA was \$416,125. The U.S. Department of Housing and Urban Development (HUD) requires the City to approve a waiver of PILOT on an annual basis. The Pilot is equivalent to 10 percent of rent, in this case \$41,613. The amounts retained by LHA will be used to enhance the properties of the housing authority. The amount to be waived is \$41,613.

Fiscal Impact

As a result of waiving the PILOT, \$41,613 will not be added as revenue to the General Fund of the City of Lubbock.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution - PILOT

Request for Waiver - PILOT

Lieu of Taxes - PILOT

RESOLUTION

WHEREAS, the Lubbock Housing Authority provides housing and supportive services to families in the City of Lubbock with very low incomes; and

WHEREAS, without the housing provided by the Lubbock Housing Authority, many of the above-described families would be living in over crowded, dilapidated structures or could be homeless; and

WHEREAS, the Lubbock Housing Authority runs several programs focused on breaking the cycle of poverty; and

WHEREAS, the City Council of the City of Lubbock recognized that the above-described services provided by the Lubbock Housing Authority provide a benefit to the citizens of the City of Lubbock; and

WHEREAS, the City of Lubbock and the Lubbock Housing Authority enter into a Cooperation Agreement dated August 24, 1995, for the Lubbock Housing Authority to pay payment in lieu of taxes to the City of Lubbock (“the Agreement”); and

WHEREAS, the City Council of the City of Lubbock amended the August 24, 1995, Cooperative Agreement to allow the City Council to waive the Payment in Lieu of taxes by a majority vote; and

WHEREAS, the City Council of the City of Lubbock finds that waiving the amount currently owed by the Lubbock Housing Authority and for FY 2011 and 2012 is a public benefit to the City of Lubbock and serves a public purpose;

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

THAT the City Council of the City of Lubbock hereby waives the Payment in Lieu of Taxes payment for FY October 1, 2011 thru FY September 30, 2012 from Lubbock Housing Authority.

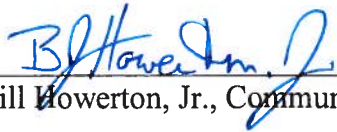
Passed by the City Council this _____ day of _____, 2013.

GLEN C, ROBERTSON, MAYOR

ATTEST:

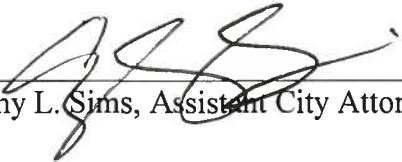
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Jr., Community Development Director/Citibus Liaison

APPROVED AS TO FORM:



Amy L. Sims, Assistant City Attorney

gs:/ccdocs/LHA-Waiver Payment in Lieu of Taxes .res.13
8.23.13



HOUSING AUTHORITY OF THE CITY OF LUBBOCK

P.O. BOX 2568 LUBBOCK, TEXAS 79401 MAIN OFFICE 806•762•1191 FAX 762•0836

August 13, 2013

Bill Howerton
Director of Community Development
City of Lubbock
PO Box 2000
Lubbock, TX 79457

Re: PILOT

Bill,

Historically, the Lubbock Housing Authority has requested that the City of Lubbock waive the Payment in Lieu of Taxes (PILOT) calculated based on our rental income. Some years ago, the City Council requested documentation of the Housing Authority's capital improvement expenditures to show that the Lubbock Housing Authority was actively maintaining Lubbock's Public Housing units. Our PILOT documentation, form HUD-52267 is attached and the numbers are from our FY 2012 audit for the year ending on September 30, 2012.

The Lubbock Housing Authority (LHA) receives a formula grant on an annual basis for capital improvements. This grant is referred to as the Capital Fund Program or CFP. This grant amount varies from year to year depending on HUD's budget.

Total Capital Improvement Grant spending for LHA's Public Housing in the past year has been \$297,438.00.

Once again, the Housing Authority of the City of Lubbock would request that the City Council waive our payment of the PILOT.

Sincerely,

Mike Chapman
Executive Director

Computation of Payments in Lieu of Taxes

U.S. Department of Housing and Urban Development Office of Public and Indian Housing

For Fiscal Year Ended 2012

OMB Approval No. 2577-0026 (Exp. 10/31/2009)

Public reporting burden for the collection of information is estimated to average .4 hours. This includes the time for collecting, reviewing, and reporting the data. The information will be used for HUD to ascertain compliance with requirements of Section 6(D) of the U.S. Housing Act, which provides for PHA exemptions from real and personal property taxes, and inclusion in the formula data used to determine public housing operating subsidies. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

Name of Local Agency: Lubbock Housing Authority		Location: Lubbock, TX	Contract Number: N/A	Project Number: All
Part I - Computation of Shelter Rent Charged.				
1. Tenant Rental Revenue (FDS Line 703)		\$	507,797.00	
2. Tenant Revenue Other (FDS Line 704)			38,781.00	
3. Total Rental Charged (Lines 1 & 2)				\$ 546,578.00
4. Utilities Expense (FDS Line 931 - 939)				110,131.00
5. Shelter Rent Charged (Line 3 minus Line 4)				436,447.00
Part II - Computation of Shelter Rent Collected. (To be completed only if Cooperation Agreement provides for payment of PILOT on basis of Shelter Rent Collected.)				
1. Shelter Rent Charged (Line 5 of Part I, above)		\$	436,447.00	
2. Add: Accounts Receivable - Tenants (FDS Lines 126, 126.1, & 126.2) at beginning of fiscal year			6,415.00	
3. Less: Tenant Bad Debt Expense (FDS Line 964)			5,015.00	
4. Less: Accounts Receivable - Tenants (FDS Lines 126, 126.1, & 126.2) at end of fiscal year			21,722.00	
5. Shelter Rent Collected (Line 1 plus Line 2 minus Lines 3 & 4)				416,125.00
Part III - Computation of Approximate Full Real Property Taxes.				
(1) Taxing Districts	(2) Assessable Value	(3) Tax Rate	(4) Approximate Full Real Property Taxes	
Total				0.00
Part IV - Limitation Based on Annual Contribution. (To be completed if Cooperation Agreement limits PILOT to an amount by which real property taxes exceed 20% of annual contribution.)				
1. Approximate full real property taxes		\$	0.00	
2. Accruing annual contribution for all projects under the contract		\$		
3. Prorata share of accruing annual contribution*				
4. 20% of accruing annual contribution (20% of Line 3)			0.00	
5. Approximate full real property taxes less 20% of accruing annual contribution (Line 1 minus Line 4, if Line 4 exceeds Line 1, enter zero)		\$		
Part V - Payments in Lieu of Taxes.				
1. 10% of shelter rent (10% of Line 6 of Part I or 10% of Line 5 of Part II, whichever is applicable)**		\$	41,613.00	
2. Payments in Lieu of Taxes (If Part IV is not applicable, enter the amount shown on Line 1, above, or the total in Part III, whichever is the lower. If Part IV is applicable, enter the amount shown on Line 1, above, or the amount shown on Line 5 of Part IV, whichever is lower.)		\$	41,613.00	
* Same as Line 2 if the statement includes all projects under the Annual Contributions Contract. If this statement does not include all projects under the Annual Contributions Contract, enter prorata share based upon the development cost of each project.				
** If the percentage specified in the Cooperation Agreement or the Annual Contributions Contract with HUD is lower, such lower percentage shall be used.				
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).				
Prepared By: Angelica Astorga		Approved By: Mike Chapman		
Name: Angelica Astorga		Name: Mike Chapman		
Title: Finance Director		Title: Executive Director		Date: 7/22/13
Date: 7/22/13				

Previous Editions are Obsolete

Page 1 of 1

form HUD-52267 (8/2005)



From: 9/5/2012 - 8/7/2013						
Contract Numl	Address	Start Date	Comp. Date	Work Done	Cost	
2012-7-2	2412-B Frankford Ave.		9/5/2012	Tub	2,800.00	
2012-8-3	4208 36th Street	8/3/2012	9/17/2012	Bathroom	5,750.00	
2012-8-4	4111 36th Street	8/4/2012	9/26/2012	Garage	6,685.00	
2012-8-5	1301-A 51st	8/5/2012	9/29/2012	Bath Remodel	2,900.00	
2012-8-2	5403-1 Utica	8/2/2012	10/2/2012	Cabinets	4,580.00	
2012-5-1	4301 36th Street	6/21/2012	10/4/2012	Floor replacement/remodel bath	11,900.00	
2012-9-2	4216-B 36 th Street	9/27/2012	10/17/2012	Bath remodel/other work	4,950.00	
2012-8-6	4218-A 36th Street	9/20/2012	10/19/2012	Bath Remodel	5,285.00	
2012-10-2	4009 36th Street	10/12/2012	10/22/2012	Replace bath floor	1,250.00	
2012-9-1	4110-A 35th Street	9/27/2012	10/29/2012	Bath Remodel	3,225.00	
2012-8-1	various /Cherry Point	7/5/2012	11/1/2012	Tree Removal	2,675.00	
2012-8-7	4218-A 36th Street	9/20/2012	11/2/2012	Bath Remodel	3,225.00	
2012-10-5	4218-B 36th Street	10/26/2012	11/2/2012	Replace house floor	2,380.00	
2012-10-1	5806-A 25th	10/18/2012	11/6/2012	Bath Remodel	3,125.00	
2012-10-3	1820 E 1st. Pl	11/7/2012	11/12/2012	Paint Exterior	2,000.00	
2012-8-1	1316 52nd,1313 51st,2925 E Aub	7/5/2012	11/14/2012	Tree Removal	1,700.00	
2012-10-3	1830 E 1st Street/2608 E Cornell	11/7/2012	11/21/2012	Painting	2,700.00	
2012-9-3	4116-B 36th Street	11/11/2012	11/26/2012	Bath/ext. doors/shades/misc.work	7,190.00	
2012-10-6	4211 36th Street		11/27/2012	Bath Remodel	6,500.00	
PO # 13359	Behner Place	10/31/2012	12/3/2012	4 Ranges/4 Ref.	3,077.24	
2012-8-1	1310 51st, 3422 E. Colgate	7/5/2012	12/10/2012	Tree Removal	2,100.00	
2012-11-1	4110 35th Street		12/10/2012	Tree Removal	1,500.00	
2012-10-4	various	11/1/2012	12/17/2012	Miscellaneous Work	38,580.00	
2012-10-3	1815 E. 2nd Street	11/7/2012	12/21/2012	Paint Exterior	1,900.00	
2012-11-1	4108 35th	1/23/2013	1/2/2013	tree removal	1,800.00	
2012-12-3	1312-A52nd	1/10/2013	1/18/2013	Bath Remodel	3,040.00	
2013-1-3	4117 35th Street	1/23/2013	2/7/2013	tree removal	2,600.00	
2013-1-4	3424 E Baylor	2/5/2013	2/14/2013	Bath Remodel	2,845.00	
2012-10-3	2825 E Auburn	11/7/2013	2/14/2013	exterior painting	2,000.00	

2013-1-1	4209 36th Street	1/10/2013	2/14/2013	Garage Remodel	9,600.00
2012-10-3	2906 E Auburn	11/7/2013	2/16/2013	exterior painting	2,100.00
2013-1-3	411735th/4112 35th	1/23/2013	3/4/2013	tree removal	4,200.00
2012-10-3	3504 E Colgate	11/7/2012	3/5/2013	exterior painting	1,800.00
2013-1-3	4115 36th Street	1/23/2013	3/25/2013	Tree Removal	5,100.00
PO	Behner Place	4/11/2013	4/11/2013	5 ranges	2,039.75
PO	Cherry Point	4/11/2013	4/11/2013	4 Ref	2,494.00
2013-3-1	1313-A 51st Street	4/2/2013	4/25/2013	Bath	5,045.00
2013-4-1	1308-A52nd	4/12/2013	4/30/2013	Bath	5,250.00
2013-1-5	Several	3/4/2013	5/3/2013	tree removal	1,800.00
2013-1-2	1907 E. Colgate	3/28/2013	5/16/2013	Rehab unit	25,833.00
2013-1-2	1907 E. Colgate	2/28/2013	5/16/2013	Change Order	3,285.00
2013-4-2	4120-B 35th street	4/15/2013	5/16/2013	Rehab unit	9,400.00
2012-10-3	3417 E. Baylor	5/12/2013	5/21/2013	Paint	1,800.00
2013-4-2	4120 35th street	4/15/2013	5/21/2013	refinish cabinets (change order)	235.00
2013-3-2	5421 Utica Ave.	4/17/2013	5/22/2013	Area Lighting	11,800.00
2013-3-3	2410 Frankford Ave.	6/5/2013	6/10/2013	Roof 15 Buildings	62,095.00
2013-4-5	5419-2 Utica	5/29/2013	7/2/2013	Bath	3,300.00
					297,438.99
	Open Contracts not completed				
2013-6-2	"96 West" Roofs	7/22/2013		Roofs	130,000.00
2013-6-4	1306-A 52nd	6/27/2013		Bath	3,800.00
2013-7-1	4112 36th Street	7/22/2013		Garage	9,750.00
2013-7-2	3602 Orlando	7/22/2013		Bath	9,175.00
2013-7-3	4113 35th Street	7/22/2013		Bath	8,735.00
					161,460.00

Computation of Payments in Lieu of Taxes

U.S. Department of Housing and Urban Development Office of Public and Indian Housing

For Fiscal Year Ended 2012

OMB Approval No. 2577-0026 (Exp. 10/31/2009)

Public reporting burden for the collection of information is estimated to average .4 hours. This includes the time for collecting, reviewing, and reporting the data. The information will be used for HUD to ascertain compliance with requirements of Section 6(D) of the U.S. Housing Act, which provides for PHA exemptions from real and personal property taxes, and inclusion in the formula data used to determine public housing operating subsidies. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

Name of Local Agency: Lubbock Housing Authority	Location: Lubbock, TX	Contract Number: N/A	Project Number: All
Part I - Computation of Shelter Rent Charged.			
1. Tenant Rental Revenue (FDS Line 703)	\$	<u>507,797.00</u>	
2. Tenant Revenue Other (FDS Line 704)		<u>38,781.00</u>	
3. Total Rental Charged (Lines 1 & 2)			\$ <u>546,578.00</u>
4. Utilities Expense (FDS Line 931 - 939)			<u>110,131.00</u>
5. Shelter Rent Charged (Line 3 minus Line 4)			<u>436,447.00</u>
Part II - Computation of Shelter Rent Collected. To be completed only if Cooperation Agreement provides for payment of PILOT on basis of Shelter Rent Collected.)			
1. Shelter Rent Charged (Line 5 of Part I, above)			\$ <u>436,447.00</u>
2. Add: Accounts Receivable - Tenants (FDS Lines 126, 126.1, & 126.2) at beginning of fiscal year			<u>6,415.00</u>
3. Less: Tenant Bad Debt Expense (FDS Line 964)			<u>5,015.00</u>
4. Less: Accounts Receivable - Tenants (FDS Lines 126, 126.1, & 126.2) at end of fiscal year			<u>21,722.00</u>
5. Shelter Rent Collected (Line 1 plus Line 2 minus Lines 3 & 4)			<u>416,125.00</u>
Part III - Computation of Approximate Full Real Property Taxes.			
(1) Taxing Districts	(2) Assessable Value	(3) Tax Rate	(4) Approximate Full Real Property Taxes
Total			0.00
Part IV - Limitation Based on Annual Contribution. (To be completed if Cooperation Agreement limits PILOT to an amount by which real property taxes exceed 20% of annual contribution.)			
1. Approximate full real property taxes			\$ <u>0.00</u>
2. Accruing annual contribution for all projects under the contract			\$ _____
3. Prorata share of accruing annual contribution*			_____
4. 20% of accruing annual contribution (20% of Line 3)			<u>0.00</u>
5. Approximate full real property taxes less 20% of accruing annual contribution (Line 1 minus Line 4, if Line 4 exceeds Line 1, enter zero)			\$ _____
Part V - Payments in Lieu of Taxes.			
1. 10% of shelter rent (10% of Line 6 of Part I or 10% of Line 5 of Part II, whichever is applicable)**			\$ <u>41,613.00</u>
2. Payments in Lieu of Taxes (If Part IV is not applicable, enter the amount shown on Line 1, above, or the total in Part III, whichever is the lower. If Part IV is applicable, enter the amount shown on Line 1, above, or the amount shown on Line 5 of Part IV, whichever is lower.)			\$ <u>41,613.00</u>
* Same as Line 2 if the statement includes all projects under the Annual Contributions Contract. If this statement does not include all projects under the Annual Contributions Contract, enter prorata share based upon the development cost of each project, ** If the percentage specified in the Cooperation Agreement or the Annual Contributions Contract with HUD is lower, such lower percentage shall be used.			
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).			
Prepared By: <i>Angelica Astorga</i>	Approved By: <i>Mike Chapman</i>		
Name: Angelica Astorga	Name: Mike Chapman		
Title: Finance Director	Date: 7/22/13	Title: Executive Director	Date: 7/22/13





Regular City Council Meeting

5. 14.

Meeting Date: 09/10/2013

Information

Agenda Item

Resolution - Benefits: Consider a resolution authorizing the Mayor to execute contract 11376 with The LegalEASE Group to provide Pre-Paid Legal Services. Benefits will be purchased through payroll deductions by the City of Lubbock full time employees, RFP 13-11376-DT.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager



Regular City Council Meeting

5. 15.

Meeting Date: 09/10/2013

Information

Agenda Item

Resolution - Benefits: Consider a resolution authorizing the Mayor to execute contract 11473 with Davis Vision Inc. to provide supplemental Vision Insurance to be purchased through payroll deductions by the City of Lubbock full time employees, RFP 13-11364-DT.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager



Regular City Council Meeting

5. 16.

Meeting Date: 09/10/2013

Information

Agenda Item

Resolution - Benefits: Consider a resolution authorizing the Mayor to execute contract 11494 with ConnectYourCare, LLC for Flexible Spending Account (FSA) administration for the City's health program, RFP 13-11364-DT.

Item Summary

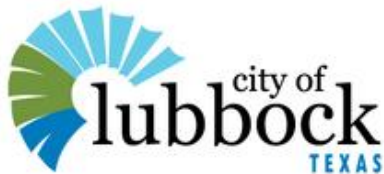
As stated above.

Fiscal Impact

Provided under separate cover.

Staff/Board Recommending

Quincy White, Assistant City Manager



Regular City Council Meeting

5. 17.

Meeting Date: 09/10/2013

Information

Agenda Item

Resolution - Benefits: Consider a resolution authorizing the Mayor to execute contract 11364 with Blue Cross Blue Shield of Texas (BCBSTX) to provide Medical Administrative Services only (ASO); Network Utilization Review; Medical Case Management; Disease Management; Dental Administration; and Health Insurance Portability and Accountability Act (HIPAA); and Consolidated Omnibus Budget Reconciliation Act (COBRA), RFP 13-11364-DT.

Item Summary

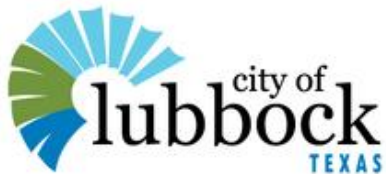
As stated above.

Fiscal Impact

Provided under separate cover.

Staff/Board Recommending

Quincy White, Assistant City Manager



Regular City Council Meeting

5. 18.

Meeting Date: 09/10/2013

Information

Agenda Item

Resolution - Benefits: Consider a resolution authorizing the Mayor to execute Amendment 1 to contract 11364 with Blue Cross Blue Shield for the Medical Administrative Services Only (ASO) to provide Pharmacy Benefit Management (PBM) services to the City of Lubbock employees and retirees and their eligible dependents, RFP 13-11364-DT.

Item Summary

As stated above.

Fiscal Impact

Provided under separate cover.

Staff/Board Recommending

Quincy White, Assistant City Manager



Regular City Council Meeting

5. 19.

Meeting Date: 09/10/2013

Information

Agenda Item

Resolution - Benefits: Consider a resolution authorizing the Mayor to executed contract 11508 with Blue Cross Blue Shield of Texas (BCBSTX) for Stop Loss Insurance Coverage for the City's health program, RFP 13-11364-DT.

Item Summary

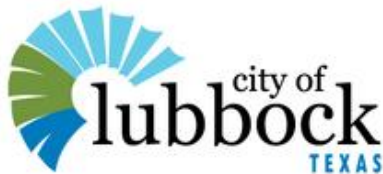
As stated above.

Fiscal Impact

Provided under separate cover.

Staff/Board Recommending

Quincy White, Assistant City Manager



Regular City Council Meeting

5. 20.

Meeting Date: 09/10/2013

Information

Agenda Item

Resolution - Risk Management: Consider a resolution authorizing the Acting City Manager, or designee, to purchase, from Ace Property and Casualty Insurance Company, an insurance policy for airport and non-owned aircraft liability coverage.

Item Summary

Airport liability insurance covers liability claims that the City is legally obligated to pay for bodily injury and property damage, resulting from airport operations. Non-owned aircraft liability covers liability claims that the City is legally obligated to pay for bodily injury and property damage resulting from the occupancy or operation of a non-owned aircraft, including allegations of civil rights violations for airport police boarding a commercial or private aircraft.

The City purchases airport and non-owned aircraft liability insurance separately from its other liability insurance program, which specifically excludes aircraft.

The current insurance policy is with Ace Property and Casualty Insurance Company with a premium of \$24,469 and has \$50 million in coverage for airport liability insurance and \$50 million in coverage for non-owned aircraft liability insurance. Both policies include no deductible.

The renewal quote from Ace Property and Casualty Insurance Company, the only quote submitted, includes the same coverage as the current policy and due to a hardening market, an increase of 9.25% is noted in the renewal premium of \$26,978 for FY 2013-14,

Carriers bind insurance coverage October 1, 2013, after notification of City Council approval. Insurance policies are issued after premiums are received from the City. The insurance coverage documents are approved by the Texas Department of Insurance as to content; therefore, we are unable to alter the policy to include the City of Lubbock's arbitration clause. Current insurance policies are available in Risk Management.

Fiscal Impact

Funds are budgeted in the Proposed FY 2013-14 Risk Management Fund.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution - Airport

RESOLUTION

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

THAT the City Manager of the City of Lubbock is hereby authorized and directed to purchase for and on behalf of the City of Lubbock, airport and non-owned aircraft liability insurance coverage from Ace American Insurance Company, for a premium amount not to exceed \$26,978.00; and

THAT the City Manager may execute any routine documents and forms associated with said insurance coverage.

Passed by the City Council this _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Leisa Hutcherson, Director of Human Resources
and Risk Management

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

RES.Risk Mgmt-Ace Property & Casualty Ins
August 26, 2013

Airport Owners & Operators Liability

Insurance Carrier: ACE American Insurance Company

Carrier Rating: A+ XV as of June 14, 2013 per *A.M. Best*

Policy Term: 10/01/2013 to 10/01/2014

Coverage: Your legal liability to members of the public for claims arising from your premises, operations, products, or completed operations

Admitted/ Non-admitted: Admitted

Policy Form: Occurrence Claims Made

Limits of Liability:

\$	50,000,000	General Aggregate Limit (other than prod/comp operations)
\$	50,000,000	Products/Completed Operations Aggregate Limit
\$	50,000,000	Personal & Advertising Injury Limit
\$	50,000,000	Each Occurrence Limit
\$	250,000	Damage to Premises Rented To You (any one premises)
\$	10,000	Medical Payments Any One Person
\$	50,000,000	Hangarkeepers not "in flight" – Any One Occurrence
\$	50,000,000	Hangarkeepers not "in flight" – Any One Aircraft
\$	50,000,000	Non-Owned Aircraft Liability
\$	Included	Terrorism
\$	o	Deductible

Exclusions

War, Hi-jacking, Noise, Pollution and other perils exclusion clause

Subject to

90 Days notice of cancellation, non-renewal or reduction in coverage by insurer, but 10 Days notice for non-payment of premium

This Coverage Summary neither amends nor alters the insurance contract. Specific questions on all policy terms and conditions should be referred to your Wells Fargo Insurance representative, and the policy itself should be reviewed.

Please refer to the policy contract for specific terms, conditions, limitations, and exclusions
Proposal date: 7/11/2013 Prepared for City of Lubbock c/o Risk Management Dept.
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Wells Fargo Insurance Services

ADDITIONAL COVERAGES

Non-Owned Aircraft (under 40 feet)
Employees as Insured
Automatic Coverage for Newly Acquired Organizations
(120 Days)
Incidental Medical Malpractice
Limited World Wide Coverage
Host Liquor Liability
Operating Agents/Carried Interest/Non-Operating
Working Interest
Terrorism Provision
Limitation to Designated Premises or Project
Designated Organization
Power-Tex Pipeline – Additional Insured

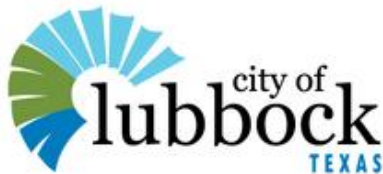
EXCLUSIONS

Information Distribution
Pollution
Radioactive Material
Architects, Engineering or Surveyors Professional
Loss of Use of Electronic Data
Asbestos Contamination
Employment Related Practices
Water Operations
Underground Resources & Equipment Hazard
Nuclear Energy

This Coverage Summary neither amends nor alters the insurance contract. Specific questions on all policy terms and conditions should be referred to your Wells Fargo Insurance representative, and the policy itself should be reviewed.

Please refer to the policy contract for specific terms, conditions, limitations, and exclusions
Proposal date: 7/11/2013 Prepared for City of Lubbock c/o Risk Management Dept.
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Regular City Council Meeting

5. 21.

Meeting Date: 09/10/2013

Information

Agenda Item

Resolution - Risk Management: Consider a resolution authorizing the Acting City Manager, or designee, to purchase from Hartford Steam & Boiler Inspection and Insurance Company an insurance policy for boiler and machinery coverage.

Item Summary

Boiler and machinery insurance provides coverage for the mechanical failure and damage of generating equipment, boilers, heating, ventilating, air conditioning equipment, pumps and other mechanical equipment, excluding wear and tear.

The City's current boiler and machinery insurance coverage is provided by Hartford Steam & Boiler with \$50 million in coverage and deductibles from \$25,000 to \$500,000, with a policy premium of \$428,225.

Hartford Steam & Boiler was the only company to provide a quote; with a renewal premium of \$462,581. The 9% increase over the current premium is based on an increase to the total insured values. We are currently in year two of a three year guaranteed rate.

Hartford Steam & Boiler Inspection and Insurance Company offers replacement cost coverage on all generating equipment with the exception of equipment that is more than 25 years old and that has not been overhauled during the last seven years. In addition, Hartford Steam & Boiler Inspection and Insurance Company provides loss prevention services that include state inspections for all City-owned boilers, infrared thermographic testing, oil analysis, and Doble testing on electric generating and distribution equipment.

Staff recommends purchase for boiler and machinery coverage from Hartford Steam & Boiler Inspection and Insurance Company, for a policy premium of \$462,581, with deductibles ranging from \$25,000 to \$500,000.

Carriers bind insurance coverage October 1, 2013, after notification of City Council approval. Insurance policies are issued after premiums are received from the City. The insurance coverage documents are approved by the Texas Department of Insurance as to content; therefore we are unable to alter the policy to include the City of Lubbock's arbitration clause. Current insurance policies are available in Risk Management.

Fiscal Impact

Funds are budgeted in the Proposed FY 2013-14 Risk Management Fund.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution - Boiler and Machinery

RESOLUTION

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

THAT the City Manager of the City of Lubbock is hereby authorized and directed to purchase for and on behalf of the City of Lubbock, boiler and machinery insurance coverage from Hartford Steam & Boiler Inspection and Insurance Company, for a premium amount not to exceed rates of .0533/\$100; and

THAT the City Manager may execute any routine documents and forms associated with said insurance coverage.

Passed by the City Council this _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Leisa Hutcherson, Director of Human Resources
and Risk Management

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

RES.Risk Mgmt-Hartford Steam & Boiler Ins.
August 26, 2013

Boiler and Machinery

Insurance Carrier:	Hartford Steam Boiler																												
Carrier Rating:	A++ X as of October 17, 2012 per <i>A.M. Best</i>																												
Policy Term:	10/01/2013 to 10/01/2014																												
Coverage:	Equipment Breakdown Coverage-See Policy Form																												
Admitted/ Non-admitted:	Admitted																												
TIV:	\$ 867,882,374																												
Limits of Liability:	<table> <tr> <td>\$ 50,000,000</td> <td>Equipment Breakdown Limit</td> </tr> <tr> <td>\$</td> <td>Included Property Damage</td> </tr> <tr> <td>\$</td> <td>Excluded Off Premises Property Damage</td> </tr> <tr> <td>\$ 5,000,000</td> <td>Business Income & Extra Expense</td> </tr> <tr> <td>\$ 100,000</td> <td>Service Interruption</td> </tr> <tr> <td>\$</td> <td>No Coverage Contingent Business Income & Extra Expense</td> </tr> <tr> <td>\$ 100,000</td> <td>Perishable Goods</td> </tr> <tr> <td>\$ 100,000</td> <td>Data Restoration</td> </tr> <tr> <td>\$ 100,000</td> <td>Demolition</td> </tr> <tr> <td>\$ 100,000</td> <td>Ordinance or Law</td> </tr> <tr> <td>\$ 250,000</td> <td>Expediting Expenses</td> </tr> <tr> <td>\$ 100,000</td> <td>Hazardous Substances</td> </tr> <tr> <td>\$ 2,500,000</td> <td>Newly Acquired Locations</td> </tr> <tr> <td>\$</td> <td>Included Errors and Omissions (Subject to Conditions)</td> </tr> </table>	\$ 50,000,000	Equipment Breakdown Limit	\$	Included Property Damage	\$	Excluded Off Premises Property Damage	\$ 5,000,000	Business Income & Extra Expense	\$ 100,000	Service Interruption	\$	No Coverage Contingent Business Income & Extra Expense	\$ 100,000	Perishable Goods	\$ 100,000	Data Restoration	\$ 100,000	Demolition	\$ 100,000	Ordinance or Law	\$ 250,000	Expediting Expenses	\$ 100,000	Hazardous Substances	\$ 2,500,000	Newly Acquired Locations	\$	Included Errors and Omissions (Subject to Conditions)
\$ 50,000,000	Equipment Breakdown Limit																												
\$	Included Property Damage																												
\$	Excluded Off Premises Property Damage																												
\$ 5,000,000	Business Income & Extra Expense																												
\$ 100,000	Service Interruption																												
\$	No Coverage Contingent Business Income & Extra Expense																												
\$ 100,000	Perishable Goods																												
\$ 100,000	Data Restoration																												
\$ 100,000	Demolition																												
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\$ 250,000	Expediting Expenses																												
\$ 100,000	Hazardous Substances																												
\$ 2,500,000	Newly Acquired Locations																												
\$	Included Errors and Omissions (Subject to Conditions)																												

Deductible Description

The deductible applies only to a coverage for which an amount, hours, days or the word INCLUDED is shown. If INCLUDED is shown, the deductible for that coverage is part of the Combined Deductible.

\$25,000 Per Incident

- Except Transformers, \$25/KVA, min: \$1.50 per KVA, Minimum of \$25,000
- Except Electrical Generating Equipment: \$500,000

Indirect - 24 hours

Deductible Exceptions:

- Power Generating Stations \$100,000
- Steam and Gas Turbines and Driven Generators - \$250,000
- Cook #2 54.3 MW Turbine or Generator - \$350,000
- Messengale #8 43 MW Turbine or Generator - \$500,000

This Coverage Summary neither amends nor alters the insurance contract. Specific questions on all policy terms and conditions should be referred to your Wells Fargo Insurance representative, and the policy itself should be reviewed.

Please refer to the policy contract for specific terms, conditions, limitations, and exclusions
 Proposal date: 7/11/2013 Prepared for City of Lubbock c/o Risk Management Dept.
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Wells Fargo Insurance Services

Terms & Conditions:

Interruption of Service Waiting Period: 24 Hours
Extended Period of Restoration: 30 Days
Newly Acquired Locations: 90 days
Covered equipment does not include any rotating biological contractor
Covered property does not include transmission and distribution lines
Equipment 25 years or older will be valued at Actual Cash Value
Business Income and Extra Expense coverages are excluded as respects any accident to electrical generating equipment
Covered property does not include plastic media used in trickle filters or other sewage processing equipment

Three Year Rate:	<u>2012</u>	<u>2013</u>	<u>2014</u>
	.05337	.05337	.05337

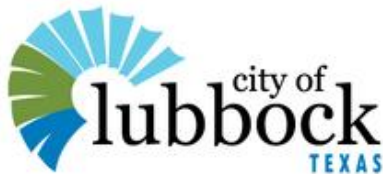
Special Condition for 3 year rate guarantee

If the Cumulative loss Ratio for the coverage is provided by this policy is less than forty (40) percent for the cumulative period beginning on the effective date of this policy through and including the most recent annual period, then there will be no increase in the premium for the subsequent annual period, except premium will be adjusted for (1) value changes at existing locations; (2) new locations and; (3) additional coverage.

This Coverage Summary neither amends nor alters the insurance contract. Specific questions on all policy terms and conditions should be referred to your Wells Fargo Insurance representative, and the policy itself should be reviewed.

Please refer to the policy contract for specific terms, conditions, limitations, and exclusions
Proposal date: 7/11/2013 Prepared for City of Lubbock c/o Risk Management Dept.
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Regular City Council Meeting

5. 22.

Meeting Date: 09/10/2013

Information

Agenda Item

Resolution - Risk Management: Consider a resolution authorizing the Acting City Manager, or designee, to purchase property insurance coverage from ACE/Westchester Fire Insurance Company for the John T. Montford Dam.

Item Summary

It is recommended that the City maintain a property insurance policy covering exposures to loss at the Montford Dam at Lake Alan Henry. The City has maintained a policy since taking over the dam and reservoir ownership and operations in 2005 from the Brazos River Authority (BRA).

The City's current coverage for the dam is limited to \$50 million with a deductible of \$2 million at a premium of \$121,208 for a calendar year. This policy includes coverage for acts of terrorism, with the exception of domestic terrorism.

The City's broker of record, Sanford and Tatum with the assistance of Wells Fargo Insurance Services, solicited quotations from multiple companies, but ACE/Westchester Fire Insurance Company provided the most favorable quote.

Staff recommends purchase of an insurance policy for property insurance for the John T. Montford Dam Option 2 quoted by ACE Fire Underwriters Insurance Company, for a policy premium of \$127,230, with deductible of \$2,000,000, reflecting a 4.75% increase over the 2012-13 premium of \$121,208.

Carriers bind insurance coverage October 1, 2013, after notification of City Council approval. Insurance policies are issued after premiums are received from the City. The insurance coverage documents are approved by the Texas Department of Insurance as to content; therefore we are unable to alter the policy to include the City of Lubbock's arbitration clause. Current insurance policies are available in Risk Management.

Fiscal Impact

Funds are budgeted in the Proposed FY 2013-14 Risk Management Fund.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution - Montford Dam

RESOLUTION

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

THAT the Mayor of the City of Lubbock or his designee is hereby authorized and directed to purchase for and on behalf of the City of Lubbock, property insurance by and between the City of Lubbock and ACE/Westchester Fire Insurance Company in the amount of \$50,000,000 insurance coverage for Montford Dam, pursuant to the terms and conditions attached hereto as Exhibit "A," and in a final form acceptable to the City Manager and City Attorney for a total premium in an amount not to exceed \$127,230; and

THAT the City Manager or designee may execute any routine documents and forms associated with said insurance coverage.


Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

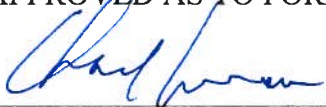
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Leisa Hutcherson, Director of Human Resources
and Risk Management

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw/ccdocs/Res.Agreement-ACE Fire Underwriters Ins. Co.
August 26, 2013

Montford Dam – Property

Insurance Carrier:	Westchester Fire Insurance Company	
Carrier Rating:	A+ XV as of June 14, 2013 per <i>A.M. Best</i>	
Policy Term:	10/01/2013	to 10/01/2014
Coverage:	Property Damage, Newly Acquired Property, Debris Removal, Pollutant Clean-up, including Terrorism, <i>and as more fully defined in the company policy form.</i>	
Admitted/ Non-admitted:	Admitted	
Limits of Liability:	\$ 50,000,000	Real Property
	\$ 1,000,000	Property Sublimit - Intake Tower and Outlet Works
	\$ 100,000	Property Sublimit – Intake Bridge
	\$ Not Covered	Loss of Revenue
TIV:	\$ 76,044,754	
Perils:	All risks of direct physical loss or damage including Flood, Earth Movement and Named Windstorm, excluding Boiler & Machinery.	
Deductible:	\$2,000,000 per occurrence	
Extensions of Coverage:	\$ 5% or	Debris Removal, \$2,500 Maximum
	\$ Not Covered	Fire Department Service Charge
	\$ Not Covered	Loss Adjustment Expenses
	\$ 25,000	Pollutant Clean Up
	\$ Not Covered	Extra Expense
	\$ Not Covered	Expediting Expenses
	\$ 10,000,000	Earth Movement Occurrence and Aggregate Limit
	\$ 10,000,000	Flood Occurrence and Aggregate Limit
Minimum Earned:	\$ 250	
Exclusions:	Governmental Action Nuclear Hazard War and Military Action Terrorism Coverage (Included)	
Rate:	<u>2012</u>	<u>2013</u>
	.0159	.0167

This Coverage Summary neither amends nor alters the insurance contract. Specific questions on all policy terms and conditions should be referred to your Wells Fargo Insurance representative, and the policy itself should be reviewed.

Please refer to the policy contract for specific terms, conditions, limitations, and exclusions
Proposal date: 7/11/2013 Prepared for City of Lubbock c/o Risk Management Dept.
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Regular City Council Meeting

5. 23.

Meeting Date: 09/10/2013

Information

Agenda Item

Resolution - Risk Management: Consider a resolution authorizing the Acting City Manager, or designee to purchase workers' compensation coverage through Texas Political Subdivisions Workers' Compensation Joint Self-Insurance.

Item Summary

The City has workers' compensation exposure for all City employees and is required by the Labor Code to provide workers' compensation benefits to all municipal employees. The City extends workers' compensation benefits to volunteers to limit liability exposure. Workers' compensation provides medical care and lost wages, regardless of cause of loss.

The City currently purchases workers' compensation coverage from Texas Political Subdivisions Workers' Compensation Joint Self-Insurance on a fully guaranteed cost program. The current year contribution for workers' compensation coverage is \$1,552,034. Texas Political Subdivisions Workers' Compensation Joint Self-Insurance contribution quote for FY 2013-14 is \$1,528,304 for an annual payment, a 1.5% decrease from 2012-13.

Guaranteed cost coverage pays from dollar one and includes claims costs and claim handling costs. The reduced contribution is due to improved loss ratio by all members of the pool, including Lubbock.

The City's broker of record requested a guaranteed cost quote from Texas Municipal League Intergovernmental Risk Pool (TML-IRP). The TML-IRP contribution quote is \$1,538,285 for an annual payment.

Staff recommends renewal with TPS for an annual payment of \$1,528,304.

Carriers bind insurance coverage October 1, 2013, after notification of City Council approval. Insurance documents are issued once the company receives the contribution from the City. Current coverage documents are available in Risk Management.

Fiscal Impact

Funds are budgeted in the Proposed FY 2013-14 Risk Management Fund.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution - Workers Comp

RESOLUTION

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

THAT the City Manager of the City of Lubbock and is hereby authorized and directed to purchase for and on behalf of the City of Lubbock, workers' compensation coverage from the Texas Political Subdivisions Worker's Compensation Joint Self-Insurance Fund, for a premium amount not to exceed \$1,528,304; and

THAT the City Manager may execute any routine documents and forms associated with said coverage.


Passed by the City Council this _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Leisa Hutcherson, Director of Human Resources
and Risk Management

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

RES Risk Mgmt-Workers Compensation
August 26, 2013

Workers' Compensation and Employer's Liability

Insurance Carrier: Texas Political Subdivision (TPS)

Carrier Rating: Not Rated by AM Best

Policy Term: 10/01/2013 to 10/01/2014

Workers' Compensation Coverage: State law requires most employers to provide Workers' Compensation insurance for employees. Benefits are paid to employees who suffer work-related injury. Lost wage benefits may be paid in addition to medical expenses, which can include permanent disability or disfigurement.

Employers Liability Coverage: Protects your business in the event you are sued by an employee or his/her family as a result of a work-related injury.

Coverages

A.	Compensation Benefits:	Statutory	
B.	Employers Liability:	\$1,000,000	Each Accident
		\$1,000,000	Disease - Policy Limit
		\$1,000,000	Disease - Each Employee

Workers Comp States: TX

Auditable: Yes

Payroll increased 3% from 2012 audit

This Coverage Summary neither amends nor alters the insurance contract. Specific questions on all policy terms and conditions should be referred to your Wells Fargo Insurance representative, and the policy itself should be reviewed.

Please refer to the policy contract for specific terms, conditions, limitations, and exclusions
Proposal date: 7/11/2013 Prepared for City of Lubbock c/o Risk Management Dept.
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Workers' Compensation and Employer's Liability - TPS (cont.)

Classification	Code	Payrolls	Classification	Code	Payrolls
Farm NOC	0011	\$ -	Architect or Engineers	8601	\$ 747,322
Sign Manufacturing	3064	\$ 57,722	Clerical Office Employees	8810	\$ 21,494,624
Welding/Cutting	3365	\$ -	Animal Shelter	8831	\$ 526,044
Copying/Duplicating Services	4299	\$ 54,369	Hospital Professional Employees	8833	\$ 1,048,534
Building Inspection	4511	\$ 1,564,249	Library / Museum	8838	\$ 1,466,451
Exterminators	4519	\$ 165,829	Motorcycle Police	7720	\$ Included 7720
Traffic Signal Control Installation	5190	\$ 946,941	Building Service Contractor	9014	\$ -
Computer Device Installation	5191	\$ -	Building Maintenance	9015	\$ 2,069,931
Street & Road Construction	5506	\$ 1,656,285	Zoo Facility	9016	\$ -
Street & Road Construction	5506	\$ -	Toll Road Operations	9019	\$ -
Contractor Executive Supervisor	5606	\$ 63,074	Restaurant NOC	9079	\$ -
Flood Control	6229	\$ -	School Library	9101	\$ 58,044
Drivers	7380	\$ 11,837	School Crossing Guard	9101	\$ Included 7720
Airport Operations	7423	\$ 1,251,497	Parks & Recreation	9102	\$ 1,663,540
Waterworks Operations	7520	\$ 4,375,856	Theater NOC	9154	\$ -
Electric Light & Power Co	7539	\$ 12,080,766	Cemetery	9220	\$ 179,219
Sewage Disposal Plant Ops	7580	\$ 2,182,974	Street Cleaning	9402	\$ 466,402
Garbage Works	7590	\$ 868,104	Refuse Collection	9402	\$ 1,604,934
Firefighters & Drivers	7704	\$ 24,067,378	Outside Volunteers	3724	\$ 3,995
Police Officers	7720	\$ 28,299,824	Inside Volunteers	8742	\$ 22,204
Heavy Equipment Maintenance	8107	\$ 471,420	Volunteer Police Reserves	0570	\$ 29,458
Warehouse Ops	8292	\$ -	Salespersons, Collectors,		
Automobile Machine Shop	8391	\$ 66,742	Messengers	8742	\$ 77,479
Total Payroll					\$ 109,643,048

Type of Coverage	Deductible	Annual Contribution
Workers' Compensation	\$0	\$1,559,494

Annual Contribution with discount \$1,528,304

This Coverage Summary neither amends nor alters the insurance contract. Specific questions on all policy terms and conditions should be referred to your Wells Fargo Insurance representative, and the policy itself should be reviewed.

Please refer to the policy contract for specific terms, conditions, limitations, and exclusions
 Proposal date: 7/11/2013 Prepared for City of Lubbock c/o Risk Management Dept.
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Regular City Council Meeting

5. 24.

Meeting Date: 09/10/2013

Information

Agenda Item

Resolution - Risk Management: Consider a resolution authorizing the Acting City Manager, or designee, to purchase property insurance coverage from Texas Municipal League (TML).

Item Summary

The City purchases property coverage for its structures, contents, and equipment. The coverages include, but are not limited to:

- Special Form Property Policy, formerly known as All Risk, covers direct physical loss up to \$400 million. The estimated total value of all City structures, contents, and equipment is in excess of \$992 million. A total loss is unlikely. Therefore, \$400 million in coverage is recommended.
- Flood and earthquake coverage is limited to \$25 million for moderate hazard zones and \$10 million for high hazard zones.
- All property and contents, excluding mobile equipment and vehicles, are covered at replacement cost.
- Mobile equipment and vehicles parked at a covered location are covered at actual cash value.

The current carrier is Texas Municipal League (TML) for a premium of \$440,700.

The City's Broker of Record marketed various companies, but only received quotes from Texas Municipal League for a premium of \$458,015.

Staff recommends the renewal of the coverage provided by Texas Municipal League for \$400 million of coverage and a premium of \$458,015 which is a 4% increase from FY 2012-13.

Carriers bind insurance coverage October 1, 2013, after notification of City Council approval. Insurance documents are issued once the company receives the contribution from the City. Current coverage documents are available in Risk Management.

Fiscal Impact

Funds are budgeted in the Proposed FY 2013-14 Risk Management Fund.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution - Property

RESOLUTION

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

THAT the City Manager of the City of Lubbock is hereby authorized and directed to purchase for and on behalf of the City of Lubbock, property insurance coverage from Texas Municipal League (TML), for a premium amount not to exceed a rate of .04616 per \$100.00; and

THAT the City Manager may execute any routine documents and forms associated with said insurance coverage.


Passed by the City Council this _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Leisa Hutcherson, Director of Human Resources
and Risk Management

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

RES.Risk Mgmt-Texas Municipal League
August 26, 2013

PROPERTY

Insurance Company Texas Municipal League – TML

Carrier Rating: Not rated by AM Best

Named Insured: City of Lubbock

Mailing Address: P.O. Box 2000
Lubbock, TX 79457

Effective Date: 10-01-13 to 10-01-14

Locations: Statement of Values attached

COVERAGE

Limits of Insurance:

\$ 400,000,000	Blanket Building & BPP
\$ 867,882,374	• Property
\$ 30,461,884	• Mobile Equipment
\$ 93,902,916	• Citibus & Fleet
\$ 992,247,174	Total Insured Value

LEASED LOCATIONS

- LIA Hangar Bldg #310 (Chaparral), 5417 N Walnut
- LIA Warehouse Bldg #722 (Thiel), 5500 N Zenith
- LIA Hangar #32 (G&G Avionics), 5902 N Cedar
- LIA Warehouse Bldg #710 (Nortec), 2828 E Dubuque
- LIA Warehouse Bldg #714, (Marco), 5612 N David Ave
- LIA Warehouse Bldg #716 (Marco Steel), 5618 N David Ave
- LIA Warehouse Bldg #721 (Thiel), 5501 N Zenith

Limits and Coverages	TML
Loss Limit	400,000,000
Blanket, Agreed Amount, No Co-Insurance	Yes
Deductibles:	
Property	250,000
Flood	250,000
Earthquake	250,000
Named Storm	250,000
7 Designated Locations (leased)	50,000
Flood:	
High Hazard (Zones A, V, B, X)	25,000,000

This Coverage Summary neither amends nor alters the insurance contract. Specific questions on all policy terms and conditions should be referred to your Wells Fargo Insurance representative, and the policy itself should be reviewed.

Please refer to the policy contract for specific terms, conditions, limitations, and exclusions
 Proposal date: 7/11/2013 Prepared for City of Lubbock c/o Risk Management Dept.
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Wells Fargo Insurance Services

All Other Zones except:	Included
Earthquake	Incl. w/Flood
Transportation	1,000,000
Named Storm	Loss Limit
Accounts Receivable	5,000,000
LP&L Poles and Transformers	5,000,000
Automatic/Newly Acquired - 90 Days	1,000,000
Newly Acquired Property	1,000,000
Boiler & Machinery	Excluded
Brands and Labels	Loss Limit
Consequential Reduction in Values	Loss Limit
Control of Damaged Property	Loss Limit
Course Of Construction (COC)	Loss Limit (if reported)
COC Testing	Included
COC Time Element	Included in EE
Debris Removal	Included
Decontamination Costs	\$20,000 each premise
Defense Cost	Unlimited
Demolition and Increase Cost of Construction (ICC)	Loss Limit
Unintentional E&O	Loss Limit
Exhibits, Expositions, Fairs & Trade Shows	Loss Limit
Fire Dept. Surcharge	Included
Leasehold Interest- 365 days max	5,000,000
Misc. Unnamed Locations	Loss Limit
Service Interruption	Loss Limit
Tax Treatment of Profits	Included in EE
Valuable Papers	5,000,000
Extra Expense	5,000,000
Rental Insurance	Included in EE
Ingress/Egress - 30 Days	Included
Order of Civil Authority - 30 Days/1 mile	Included - 2 Weeks
Impounded Water	Loss Limit
*TRIA	25,000,000

COVERAGE DEFINITIONS

Buildings – Real Property is covered on an “All Risk” Replacement Cost basis subject to standard conditions and exclusions contained in the policy such as but not limited to war, nuclear contamination, earthquake, flood, settling and cracking foundations, and damage by insects, etc.

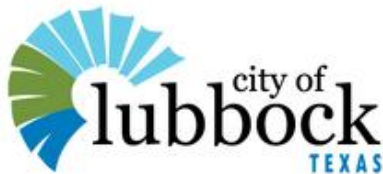
Personal Property – Business Personal Property is covered on an “All Risk” Replacement Cost basis subject to standard conditions and exclusions such as but not limited to war, nuclear contamination, earthquake, flood, wear and tear, and conversion.

Rate: 2012 2013
 .0004798307 .00046159365

This Coverage Summary neither amends nor alters the insurance contract. Specific questions on all policy terms and conditions should be referred to your Wells Fargo Insurance representative, and the policy itself should be reviewed.

Please refer to the policy contract for specific terms, conditions, limitations, and exclusions
Proposal date: 7/11/2013 Prepared for City of Lubbock c/o Risk Management Dept.
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Regular City Council Meeting

5. 25.

Meeting Date: 09/10/2013

Information

Agenda Item

Resolution - Risk Management: Consider a resolution authorizing the Acting City Manager or designee, to purchase from OneBeacon Insurance an insurance policy for excess liability insurance coverage.

Item Summary

Package excess liability insurance covers the following:

- General liability – insurance for an insured when negligent acts and/or omissions result in bodily injury and/or property damage on the premises of a business, when someone is injured as a result of using the product manufactured or distributed by a business, or when someone is injured in the general operation of the business, other than an employee;
- Auto liability – insurance if an insured is legally liable for bodily injury or property damage caused by an automobile;
- Employment practices liability – insurance that provides protection in the event of legal actions resulting from charges of harassment, discrimination, wrongful termination of employment, defamation, and invasion of privacy;
- Employee benefits liability – insurance for an error or omission in the administration of an employee benefit program, such as failure to advise employees of benefits programs;
- Law enforcement liability – insurance for police officers for allegation or actual false arrest, excessive force, and invasion of privacy, unless intentionally committed; and
- Public officials errors and omissions liability – insurance for the liability exposure faced by public officials from wrongful acts such as actual or alleged errors, omissions, misstatements, negligence, or breach of duty in their capacity as a public official or employee of the public entity.

The City purchases package excess liability insurance for other than airport and pipeline liability. Coverage for airport and pipeline liability is covered in other policies.

The current insurance carrier is OneBeacon. The annual premium is \$285,061 for \$1 million of coverage, with \$9 million umbrella coverage per occurrence, and an excess \$9 million for an aggregate \$18 million in coverage. OneBeacon Insurance submitted a renewal quote of \$308,584 with no change in coverage. This is an increase of 8.25%.

Carriers bind insurance coverage October 1, 2013, after notification of City Council approval. Insurance policies are issued after premiums are received from the City. The insurance coverage documents are approved by the Texas Department of Insurance as to content; therefore we are unable to alter the policy to include the City of Lubbock's arbitration clause. Current insurance policies are available in Risk Management.

Fiscal Impact

Funds are budgeted in the Proposed FY 2013-14 Risk Management Fund.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution - Excess Package

RESOLUTION

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

THAT the City Manager of the City of Lubbock BE and is hereby authorized and directed to purchase for and on behalf of the City of Lubbock, excess liability insurance coverage from OneBeacon Insurance, for a premium amount not to exceed \$308,584 or the amount adjusted due to changes in the premiums required as a result of the annual audit; and

THAT the City Manager may execute any routine documents and forms associated with said insurance coverage.

Passed by the City Council this _____ .

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Leisa Hutcherson, Director of Human Resources
and Risk Management

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

RES.Risk Mgmt-OneBeacon Ins Co
August 26, 2013

Casualty Package - Commercial General Liability

Insurance Carrier: One Beacon Insurance Company

Carrier Rating: A XI as of October 19, 2012 per AM Best

Policy Term: 10/01/2013 to 10/01/2014

Coverage: Your legal liability to members of the public for claims arising from your premises, operations, products, or completed operations

Admitted/ Non-admitted: Admitted

Policy Form: Occurrence Claims Made

Limits of Liability:

\$	1,000,000	General Aggregate Limit (other than prod/comp operations)
\$	1,000,000	Products/Completed Operations Aggregate Limit
\$	1,000,000	Personal & Advertising Injury Limit
\$	1,000,000	Each Occurrence Limit
\$	1,000,000	Damage to Premises Rented To You (any one premises)
\$	1,000,000	Health Care & Social Services (for Nurses, EMT and First Responders) – Each Wrongful Act
\$	Not Covered	Medical Payments Any One Person
\$	1,000,000	Cemetery
\$	1,000,000	Failure to Supply
\$	1,000,000	Sexual Abuse

Self Insured Retention:

\$	500,000	– Each Occurrence
	500,000	– Personal & Advertising Injury – Each Offense
	500,000	– Health Care and Social Services – Each Wrongful Act

This Coverage Summary neither amends nor alters the insurance contract. Specific questions on all policy terms and conditions should be referred to your Wells Fargo Insurance representative, and the policy itself should be reviewed.

Please refer to the policy contract for specific terms, conditions, limitations, and exclusions
Proposal date: 7/11/2013 Prepared for City of Lubbock c/o Risk Management Dept.
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Commercial Automobile

Carrier: One Beacon Insurance
Carrier Rating: A XI as of October 19, 2012 per AM Best
Policy Term: 10/01/2013 - 10/01/2014

Coverage	Autos Covered	Limits of Liability	
Liability Insurance	Any Auto	\$1,000,000	Combined Single Limit
Medical Payments	All Owned Autos	\$5,000	Each Person
Uninsured/Underinsured Motorists		\$1,000,000	Combined Single Limit
Hired & Non-Owned Auto Liability	If any Basis		

This Coverage Summary neither amends nor alters the insurance contract. Specific questions on all policy terms and conditions should be referred to your Wells Fargo Insurance representative, and the policy itself should be reviewed.

Please refer to the policy contract for specific terms, conditions, limitations, and exclusions
Proposal date: 7/11/2013 Prepared for City of Lubbock c/o Risk Management Dept.
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Commercial Automobile - Description Of Covered Auto Symbols

Symbol Description

1. **Any Auto.**
2. **Owned Auto Only.** Only those autos you own (and for Liability Coverage, any trailers you don't own while attached to power units you own). This includes those autos you acquire ownership of after the policy begins.
3. **Owned Private Passenger Autos Only.** Only the private passenger autos you own. This includes those private passenger autos you acquire ownership of after the policy begins.
4. **Owned Autos Other Than Private Passenger Autos Only.** Only those autos you own that are not of the private passenger type (and for Liability Coverage, any trailers you don't own while attached to power units you own). This includes those autos not of the private passenger type you acquire ownership of after the policy begins.
5. **Owned Autos Subject To No-Fault.** Only those autos you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those autos you acquire ownership of after the policy begins, provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6. **Owned Autos Subject To A Compulsory Uninsured Motorist Law.** Only those autos you own that, because of the law in the state where they are licensed or principally garaged, are required to have and cannot reject Uninsured Motorist Coverage. This includes those autos you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorist requirement.
7. **Specifically Described Autos.** Only those autos described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage, any trailers you don't own while attached to any power units described in Item Three).
8. **Hired Autos Only.** Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent, or borrow from any of your employees or partners or members of their households.
9. **Nonowned Autos Only.** Only those autos you do not own, lease, hire, or borrow that are used in connection with your business. This includes autos owned by your employees or partners or members of their households but only while used in your business or your personal affairs.

This Coverage Summary neither amends nor alters the insurance contract. Specific questions on all policy terms and conditions should be referred to your Wells Fargo Insurance representative, and the policy itself should be reviewed.

Please refer to the policy contract for specific terms, conditions, limitations, and exclusions
Proposal date: 7/11/2013 Prepared for City of Lubbock c/o Risk Management Dept.
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Law Enforcement Liability

Insurance Carrier: One Beacon Insurance Company
Carrier Rating: A XI as of October 19, 2012 per AM Best
Policy Term: 10/01/2013 to 10/01/2014

Limits of Liability: \$ 1,000,000 Each Law Enforcement Wrongful Act
\$ 1,000,000 Aggregate

Self Insured Retention: \$ 500,000

Public Officials Errors & Omissions

Insurance Carrier: One Beacon Insurance Company
Carrier Rating: A XI as of October 19, 2012 per AM Best
Policy Term: 10/01/2013 to 10/01/2014

Limits of Liability: \$ 1,000,000 Public Officials Errors & Omissions
\$ 1,000,000 Aggregate

\$ 1,000,000 Public Officials Employment Practices
\$ 1,000,000 Aggregate

\$ 1,000,000 Public Officials Employee Benefits
\$ 1,000,000 Aggregate

Self Insured Retention: \$ 500,000

Retro Date: 09/10/1999

This Coverage Summary neither amends nor alters the insurance contract. Specific questions on all policy terms and conditions should be referred to your Wells Fargo Insurance representative, and the policy itself should be reviewed.

Please refer to the policy contract for specific terms, conditions, limitations, and exclusions
Proposal date: 7/11/2013 Prepared for City of Lubbock c/o Risk Management Dept.
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Commercial Umbrella / Excess Liability

Insurance Carrier: One Beacon Insurance
Carrier Rating: A XI as of October 19, 2012 per AM Best
Policy Term: 10/01/2013 to 10/01/2014

Coverage:

Your legal liability to members of the public or employees arising from your premises, operations, products, completed operations, auto liability or employers liability

Aggregate : \$18,000,000
 Each Claim: \$9,000,000

Umbrella Excess Liability

Current Retroactive Date 09/01/1999

Underlying Insurance

Type of Insurance	Eff Date	Exp Date	Limit
Auto Liability	10/01/2013	10/01/2014	\$1,000,000 Each Occurrence
Auto Liability	10/01/2013	10/01/2014	\$1,000,000 Limit Bodily Injury - Each Occurrence Bodily Injury - Each Accident Property Damage - Each Accident
General Liability Occurrence	10/01/2013	10/01/2014	\$1,000,000 Each Occurrence \$1,000,000 General Aggregate \$1,000,000 Products & Completed Operations Aggregate \$1,000,000 Personal and Advertising Injury \$1,000,000 Damage to Rented Prem Ea Occ. Not Covered Medical Expense (any one person)

Underlying Insurance Coverage Information

true Errors and Omissions
 true

This Coverage Summary neither amends nor alters the insurance contract. Specific questions on all policy terms and conditions should be referred to your Wells Fargo Insurance representative, and the policy itself should be reviewed.

Please refer to the policy contract for specific terms, conditions, limitations, and exclusions
 Proposal date: 7/11/2013 Prepared for City of Lubbock c/o Risk Management Dept.
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Coverages to Consider

In evaluating your exposures to loss, we have been dependent upon information provided by you. If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention.

Specifically, we ask that you review the following items:

Higher Limits:	In today's litigious society, many businesses have found it necessary to increase the limits of liability to ensure they are adequate to protect their assets in the event of a loss. Higher limits of liability may be available. Please carefully review the limits to ensure your level of comfort with the limits.
Employment Practices Liability:	The relationship between the employer and employee has become increasingly complex, and this has given rise to new insurance coverages to protect the employer. These coverages include wrongful termination, sexual harassment, and other coverages. It is important that you understand your exposures to loss in these critical areas.
Building Ordinance:	Provides coverage in the event there are building codes that mandate you to demolish remaining undamaged portions of the structure after partial damage. Coverage for increased cost of construction would also be included. Building codes have become more stringent as a result of City, State or Federal ordinances or laws (Americans With Disabilities Act {ADA}). An optional quote can be provided, and coverage should be considered.
Business Interruption:	Protection against loss of earnings of a business during the time required to rebuild or repair property damaged or destroyed by an insured peril.
Extra Expense:	Coverage for those expenses over and above normal operating expenses incurred to continue the insured's operations in the event of direct physical loss to property.
Contingent Business Interruption:	Protection against loss of earnings during the time required to rebuild or repair property damaged or destroyed by an insured peril at a supplier's location or other key location which your operations are dependent upon.
Kidnap, Ransom & Extortion Including Dependent Child Coverage:	This provides coverage for kidnappings and other events through a combination of financial indemnification and expert crisis management. A basic policy can cover items such as ransom payment, loss of income, interest on bank loans, etc. This insurance provides assistance to the family and business with regard to independent investigations, negotiations, arrangement and delivery of funds.
Directors & Officers Liability:	This coverage agreement provides protection for the directors and/or officers of the insured corporation against claims resulting from alleged breach of duty, negligence, error or omission while acting in their capacities as directors and/or officers.

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Coverages to Consider (Cont.)

Cyber Liability/Network Security:

Inadvertent transmission of a computer virus, trojan horse, keylogger, etc. Sending an email that crashes another party's network.

Failure to prevent unauthorized access to computer systems by a third party or an unauthorized employee

Disclosure of or misuse of confidential information

Allegations of infringement of copyright, trademark, trade name, title, or slogan

Allegations of defamation as a result of emails, web content, blog or forum postings

Privacy Liability: covers liability of the company arising out of the unintentional and unauthorized disclosure or loss of non-public personal information or confidential corporation information in any format. This provides protection against a violation of any privacy regulations including the HITECH Act, HIPAA, GLBA and Massachusetts 201 CMR 17 or the failure to comply with the company's own privacy policies.

Internet Liability: Damages arising when your internet service provider goes down or is hacked.

Web Content Liability: Damages and defense costs arising from claims of libel, copyright or trademark infringement, or defamation; damages to a website by a hacker or disgruntled employee

Electronic Communications: Damages and defense costs arising as a result of electronic communications, such as breach of confidence or infringement of any right to privacy, intellectual property rights or any statutory duty (Example: some states now require notification to those affected by a loss of private information and provision of credit monitoring services at your cost).

Intangible Assets: Damages to code, data, etc.

Network Extortion Threat and Reward Payments: Reimburses the company for any extortion expense, and reward paid by the company as a direct result of network extortion threat.

Environmental Pollution:

Increasing regulations and environmental disasters have prompted companies to consider purchasing pollution insurance coverage. However, the coverage that exists in today's insurance marketplace can be limited, costly, and written by only a few insurers. Many companies elect not to purchase the coverage that exists. These companies incorporate techniques which prevent and reduce losses. We understand that City of Lubbock c/o Risk Management Dept. commits substantial resources to controlling and monitoring pollutants. City of Lubbock c/o Risk Management Dept. should be aware, however, that pollution claims may still arise out of activities even if City of Lubbock c/o Risk Management Dept. complies with the current environmental standards. We suggest that City of Lubbock c/o Risk Management Dept. continue incorporating procedures which prevent future pollution episodes. In addition, we can obtain quotations for insurance, if desired.

This Coverage Summary neither amends nor alters the insurance contract. Specific questions on all policy terms and conditions should be referred to your Wells Fargo Insurance representative, and the policy itself should be reviewed.

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Coverages to Consider (Cont.)

- Crime:** Covers moneys, securities or property belonging to you or for which you are legally liable. In the event of a loss, the burden of proof rests with you. The policy does not cover inventory losses based on an inventory computation.
- Employee Dishonesty:** Insures against loss resulting from the dishonest acts of your employees. You must prove the loss was caused by the dishonest act of one or more employees.
- Forgery or Alteration:** Insures against loss caused by forged or altered checks or other financial instruments.
- Robbery and Safe Burglary:** Provides protection in the event of loss of stock or property (other than money and securities) in which you or your employees are forced to relinquish goods, or where a safe is burglarized.
- Computer Fraud:** Insures against theft of money, securities or property by using a computer to transfer property from your premises or bank to another person or place.
- Fiduciary:** The Employee Retirement Income Security Act of 1974 imposes personal liability on Fiduciaries of employee welfare plans for acts of mismanagement or errors in judgment. This policy will pay on your behalf all sums you become legally obligated to pay as a result of any Wrongful Act. Wrongful Act means a breach of fiduciary duty, including negligence, by you in the discharge of duties as respects Trusts or Employee Benefit Plans.
- Foreign package Policy:** Provides coverage for occurrences and suits brought in foreign countries. Whereas, most domestic policies only cover suits brought in the U.S. Provides Foreign GL, Auto, Voluntary Workers' Compensation and Employers Liability, Travel Accident and Sickness.
- Foreign Workers' Compensation provides coverage for endemic disease such as Malaria or Avian Flu.
- Emergencies while traveling, such as security evacuation.
- Electronic Data Processing Equipment Coverage:** Coverage insures against loss or damage to electronic data processing equipment and the media and data owned, leased or used by the insured. Computerized production equipment may also be insured in addition to conventional computer equipment. Coverage may or may not include breakdown and power interruption and can provide Loss of Income coverage as well as Extra Expense coverage.

This Coverage Summary neither amends nor alters the insurance contract. Specific questions on all policy terms and conditions should be referred to your Wells Fargo Insurance representative, and the policy itself should be reviewed.

Please refer to the policy contract for specific terms, conditions, limitations, and exclusions
Proposal date: 7/11/2013 Prepared for City of Lubbock c/o Risk Management Dept.
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Regular City Council Meeting

5. 26.

Meeting Date: 09/10/2013

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to approve Amendment 1 to contract 10577-4, a lease between the City of Lubbock and The Hertz Corporation for additional land area.

Item Summary

The Hertz Corporation has a five-year agreement that began September 1, 2012. The agreement includes the lease of 25,000 square feet of land for their service facility. Hertz is in need of additional space for their vehicles and is requesting an amendment to the lease to include an additional 20,000 square feet formerly occupied by Advantage Rent Car.

Fiscal Impact

The additional square footage will generate \$3,350 annually (\$279.16 monthly).

Staff/Board Recommending

Kelly Campbell, Interim Director of Aviation
Airport Advisory Board

Attachments

Resolution - Hertz Amendment

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Amendment to Lease Agreement, by and between the City of Lubbock and The Hertz Corporation, and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Kelly Campbell, Interim Director of Aviation

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Amend Agrmt-Hertz Corp.
8.6. 2013

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK

§

AMENDMENT TO LEASE AGREEMENT

This Agreement is entered into by the **CITY OF LUBBOCK** (referred to herein as "City"), a Home Rule Municipality of Lubbock County, Texas, and **THE HERTZ CORPORATION** (referred to herein as "Lessee").

WITNESSETH:

WHEREAS, City and Lessee executed a Lease Agreement on the 26th day of July, 2012, in which Lessee was granted the right to operate an automobile rental service for ground transportation for passengers arriving at and departing from the Airport; and

WHEREAS, Lessee leases 25,000 square feet of land for a service facility and desires to lease an additional 20,000 square feet at an adjacent lot for additional parking;

NOW THEREFORE, Lessor and Lessee agree to amend the following:

I.

Article Four, A. 2. Ground Lease (Service Facility), is amended as follows:

"For each month that this lease is in effect, the Lessee shall pay to the City rentals for a ground lease on an area to be used as a service facility and consisting of 45,000 square feet of exclusive lease area, as shown on Exhibit "B", at the rate of \$0.1675 per sq. ft. per year. On January 1, 2014, and each year thereafter on the same month and day for the remainder of the term of this Agreement, the rental rate for the area to be used as a service facility shall be adjusted upward or downward in accordance with the increase or decrease for the preceding twelve (12) months in the Consumer Price Index published by the Bureau of Labor Statistics of the United States Government."

Executed this _____ day of _____, 2013.

CITY OF LUBBOCK

THE HERTZ CORPORATION

BY: _____
GLEN C. ROBERTSON, MAYOR

BY: 
SIMON ELLIS

Title: Staff Vice President,
Real Estate and Concessions

Date: 8/20/13

ATTEST:

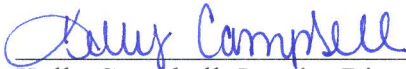
ATTEST:

Rebecca Garza, City Secretary




Michael Martirano, Assistant Secretary

APPROVED AS TO CONTENT:

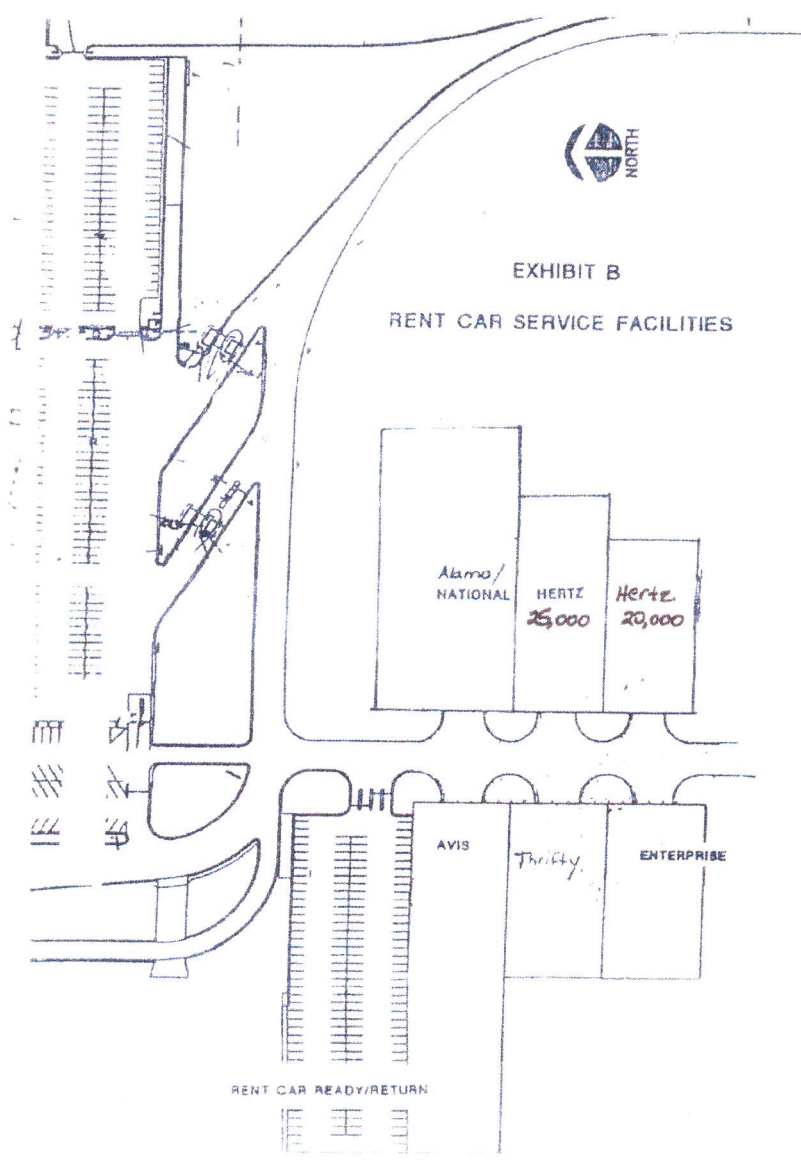


Kelly Campbell, Interim Director of Aviation

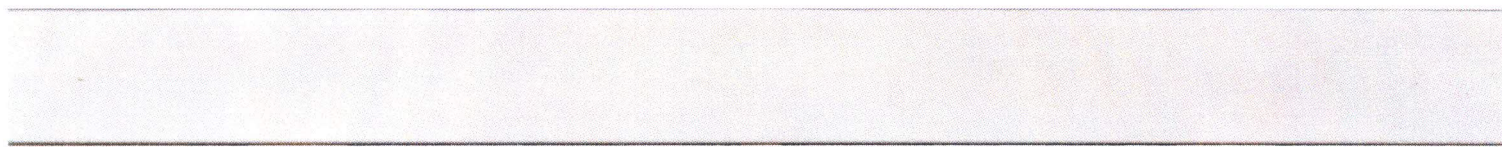
APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney



RENT CAR LEASE AGREEMENT





Regular City Council Meeting

5. 27.

Meeting Date: 09/10/2013

Information

Agenda Item

Resolution - City Secretary: Consider a resolution authorizing the confirmation of the Acting City Manager's appointment of Adrienne Cozart to the Civil Service Commission.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Resolution - Cozart

RESOLUTION

WHEREAS, Section 143.006 of the Local Government Code requires appointment of persons to the Civil Service Commission of the City of Lubbock to be made by the municipality's chief executive and confirmed by the municipality's governing body; NOW THEREFORE:

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

THAT the City Council of the City of Lubbock hereby confirms the appointment of Adrienne Cozart by Acting City Manager James Loomis, for a term of office of three years as a member of the Civil Service Commission of the City of Lubbock.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



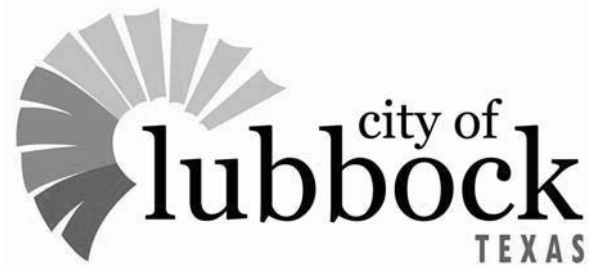
James Loomis, Acting City Manager

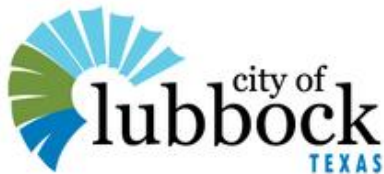
APPROVED AS TO FORM:



Mitchell Satterwhite, Assistant City Attorney

Res.CSC Appt-Cozart 8.28.13





Regular City Council Meeting

6. 1.

Meeting Date: 09/10/2013

Information

Agenda Item

Public Hearing 6:30 p.m. - Finance: Hold a Public Hearing for the City Council to consider the dissolution of the Public Improvement District (PID) for Willow Bend that includes the east half of Section 3, Block D6, Lubbock County, Texas generally bounded by 4th Street, Inler Avenue, 19th Street and the west line of the east half of Section 3, Block D6, Lubbock County, Texas.

Item Summary

The purpose of this hearing is to present a petition for the dissolution of the Willow Bend PID pursuant to Chapter 372 of the Texas Local Government Code, to the City Council and allow the opportunity for property owners in the Willow Bend PID to speak in favor of, or opposition to, the dissolution of the PID. The Willow Bend PID District was created by Resolution 2005-R0492 on October 27, 2005.

A notice of Public Hearing was published in the Lubbock Avalanche Journal on Thursday, August 22, 2013, and notices were mailed to the property owners on August 22, 2013, as required by the statute.

Fiscal Impact

-

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Public Hearing Notice

Notice of Public Hearing for the Dissolution of the Willow Bend Public Improvement District

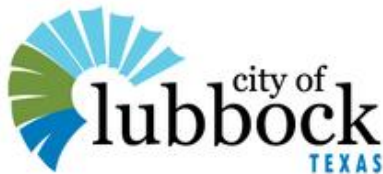
NOTICE is hereby given that the City Council will hold a Public Hearing on Tuesday, **September 10, 2013, at 6:30 PM**, in the City Council Chambers, 1625 13th Street, Lubbock, Texas. The purpose of this hearing is to receive public comment on the dissolution of the Willow Bend Public Improvement District pursuant to the Public Improvement District Assessment Act.

All interested persons will be given the opportunity to appear and be heard at such public hearing. Written or oral objections will be considered, and then the City Council will take action.

The District is located wholly within the City of Lubbock, Texas. The Willow Bend Public Improvement District (PID) includes the east half of Section 3, Block D6, Lubbock County, Texas, generally bounded by 4th Street, Inler Avenue, 19th Street, and the west line of the east half of Section 3, Block D6, Lubbock County, Texas. This area is approximately 313.03 acres. A detailed map of the District is available and may be viewed weekdays between 8 AM and 5 PM in the Finance Department in Room 201 at the Lubbock Municipal Building.

Public hearings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at 775-2026 or write to P.O. Box 2000, Lubbock, Texas, 79457, at least 48 hours in advance of the public hearing.

<p>Any questions concerning the matters described in this notice should be directed to: Danielle Whitfill, Financial Analyst, at 775-2985</p>
--



Regular City Council Meeting

6. 2.

Meeting Date: 09/10/2013

Information

Agenda Item

Resolution - Finance: Consider a resolution making a finding and authorizing dissolution of the Willow Bend Public Improvement District (PID) covering the area generally bounded by 4th Street, Inler Avenue, 19th Street, and the west line of the east half of Section 3, Block D6, Lubbock County, Texas. This area is approximately 313.03 acres.

Item Summary

Property owners in Willow Bend have petitioned to dissolve the Willow Bend PID. A PID is a defined assessment area providing specific types of public improvements or maintenance of a given area. This item is preceded by a Public Hearing, which allows property owners to speak in favor of or opposition to the dissolution of the PID. A notice of Public Hearing was published in the Avalanche Journal on Thursday, August 22, 2013, and notices were mailed to the property owners on August 22, 2013, as required by the statute.

Pursuant to Chapter 372 of the Texas Local Government Code, this Resolution illustrates the finding of the advisability of dissolving the PID.

The City Council will need to make this finding in order to dissolve the PID. Included in the backup are the boundary description, the map of the district, and validation of signatures on the petition for your review.

The property owners' petition is available for viewing in the City Secretary's office.

Fiscal Impact

None.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Willow Bend PID Dissolution Resolution

RESOLUTION

WHEREAS, Chapter 372 of the Texas Local Government Code (the “Act”) allows for the creation and for the dissolution 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, 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, a petition has been received from the record owners of taxable real property representing more than 50 percent of the appraised value (as determined by the most recent certified appraisal roll for Lubbock County) of an area within the City of Lubbock, the east half of Section 3, Block D6, Lubbock County, Texas generally bounded by 4th Street, Inler Avenue, 19th Street and the west line of the east half of Section 3, Block D6, Lubbock County, Texas and containing approximately 313.03 acres, AND owners of not less than fifty percent (50%) of the area of all taxable real property that is liable for assessment in the PID; requesting dissolution of the Willow Bend Public Improvement District under Sections 372.011 and 372.005(b) of the Public Improvement District Assessment Act; and

WHEREAS, the petition, a copy of which has been attached as Exhibit “A,” was examined, verified, found to meet the requirements of Section 372.005(b) of the Texas Local Government Code, and accepted by the City Council of the City of Lubbock, Texas, (the “City”); and

WHEREAS, the boundaries of the Willow Bend Public Improvement District within the city limits of the City of Lubbock are described in the attachment designated as Exhibit “B” and shown on the map attached hereto as Exhibit “C”; and

WHEREAS, the City has called a public hearing to hear public comments on the advisability of dissolving the Willow Bend Public Improvement District; and

WHEREAS, notice of such public hearing was published in the Lubbock Avalanche-Journal, a daily paper of general circulation in the City, such publication date being before the 15th day before the date of the public hearing stating the time and the place of the hearing, the general nature of discussion regarding dissolving the Willow Bend Public Improvement District; and

WHEREAS, written notice containing the information in the published notice was mailed before the 15th day before the date of the hearing to the current addresses of the owners, as reflected on the tax rolls, of property subject to assessment under the Willow Bend Public Improvement District; and

WHEREAS, such hearing was convened at the time and place mentioned in the published notice, on the 10th day of September, 2013, at 6:30 pm in the Council Chamber of the City of Lubbock, Texas; and

WHEREAS, the City, at such hearing, invited any interested person, or his/her representative, to appear and speak for or against the dissolution of the Willow Bend Public Improvement District; and

WHEREAS, all owners of property located within the Willow Bend Public Improvement District and all other interested persons were given reasonable opportunity at such public hearing to protest the dissolution of the Willow Bend Public Improvement District; and

WHEREAS, the proponents of the dissolution of the Willow Bend Public Improvement District offered evidence, both oral and documentary in favor of dissolving the Willow Bend Public Improvement District, and opponents of the dissolution of the Willow Bend Public Improvement District were given the opportunity to appear to contest dissolution of the district, after which the hearing was closed; NOW THEREFORE:

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

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

SECTION 2: THAT the City Council, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

That the public hearing on the advisability of dissolving the Willow Bend Public Improvement District has been properly called, held and conducted and that notice of such hearing has been published and mailed as required by law and delivered to the current address of the owners of property subject to assessment in the Willow Bend Public Improvement District.

SECTION 3: THAT the City hereby authorizes, under Section 372.011 of the Texas Local Government Code, dissolution of the Willow Bend Public Improvement District, City of Lubbock, Texas.

SECTION 4: THAT notice of this authorization for the dissolution of the Willow Bend Public Improvement District shall be published in a newspaper of general circulation in the City.

SECTION 5: THAT if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or

unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

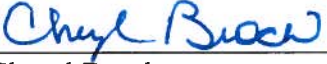
Passed by the City Council on _____, 2013.

GLEN C. ROBERTSON, MAYOR

ATTEST:

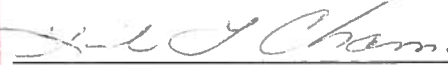
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:



Linda L. Chamales,
Economic Development Attorney

LC: lc/cityatt/Linda/Willow Bend PID Dissolution
August 1, 2013

EXHIBIT "A"

CITY OF LUBBOCK §
COUNTY OF LUBBOCK §
STATE OF TEXAS §

CERTIFICATE OF PUBLIC RECORD

I hereby certify, in the performance of the functions of my office that the attached petition to dissolve Willow Bend Public Improvement District, has been verified as meeting the statutory requirements. The petition requesting that the existing Willow Bend Public Improvement District created by Resolution No. 2005-R0492 on October 27, 2005 be dissolved, was received by the City of Lubbock at a property owners meeting on July 18, 2013.

Public Improvement District dissolution and establishment can only be initiated by a petition of property owners that meets two tests outlined in the state statute. These petitions meet both tests required in the manner outlined below.

The first test is that the petition is sufficient if signed by the owners of taxable real property representing more than 50% of the appraised value of the taxable real property liable for assessment by the current appraisal roll of the Lubbock Central Appraisal District (January 1, 2013). The attached spreadsheet of current values provided by Lubbock Central Appraisal District (LCAD) indicates that the petitioners own property valued at \$9,172,752, which is more than 50% of the total value of \$14,593,621. The second test is that the petition must be signed by the record owners of property that constitute more than 50% of the number of record owners or the record owners of more than 50% of the area of all taxable real property within the PID. The petitioners chose the area method.

The total land area contained within the PID boundary is 313.03 acres. Total taxable parcel area indicated by LCAD figures is 275.95 acres, with the balance being dedicated to the public in streets and alleys. The petitioners own 238.43 acres, which is 86.4% of the taxable real property.

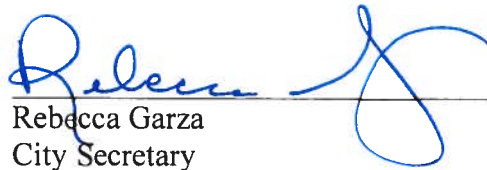
The signatures on the Willow Bend petition were validated by a visual review. Signature issues noted during this review are indicated on the attached sheet. In the case of duplicate

signatures, only one was considered in the petition evaluation. Signatures and/or addresses that were not able to be verified were also not included in the evaluation calculations.

I further certify that I am the City Secretary of the City of Lubbock, that I have legal custody of said record, and that I am a lawful possessor and keeper and have legal custody of the records in said office.

In witness whereof I have hereunto set my hand and affixed the official seal of said office this 29th day of August, 2013.

(City Seal)



Rebecca Garza
City Secretary
City of Lubbock
Lubbock County, State of Texas

City of Lubbock
Memo

August 8, 2013

To: Becky Garza, City Secretary
Linda Chamales, Economic Development Attorney
Cheryl Brock, Executive Director of Budget

From: Sally Still Abbe, Director GIS and Data Services

Re: Willow Bend Dissolution

At a property owners meeting on July 18, 2013, the City Of Lubbock received a petition requesting that the existing Willow Bend Public Improvement District created by Resolution No. 2005-R0492 on October 27, 2005 be dissolved.

Public Improvement District dissolution and establishment can only be initiated by a petition of property owners that meets two tests outlined in the state statute. These petitions meet both tests required in the manner outlined below.

The first test is that the petition is sufficient if signed by the owners of taxable real property representing more than 50% of the appraised value of the taxable real property liable for assessment by the current appraisal roll of the Lubbock Central Appraisal District (January 1, 2013). The attached spreadsheet of current values provided by Lubbock Central Appraisal District (LCAD) indicates that the petitioners own property valued at \$9,172,752, which is more than 50% of the total value of \$14,593,621.

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The total land area contained within the PID boundary is 313.03 acres. Total taxable parcel area indicated by LCAD figures is 275.95 acres, with the balance being dedicated to the public in streets and alleys. The petitioners own 238.43 acres, which is 86.4% of the taxable real property.

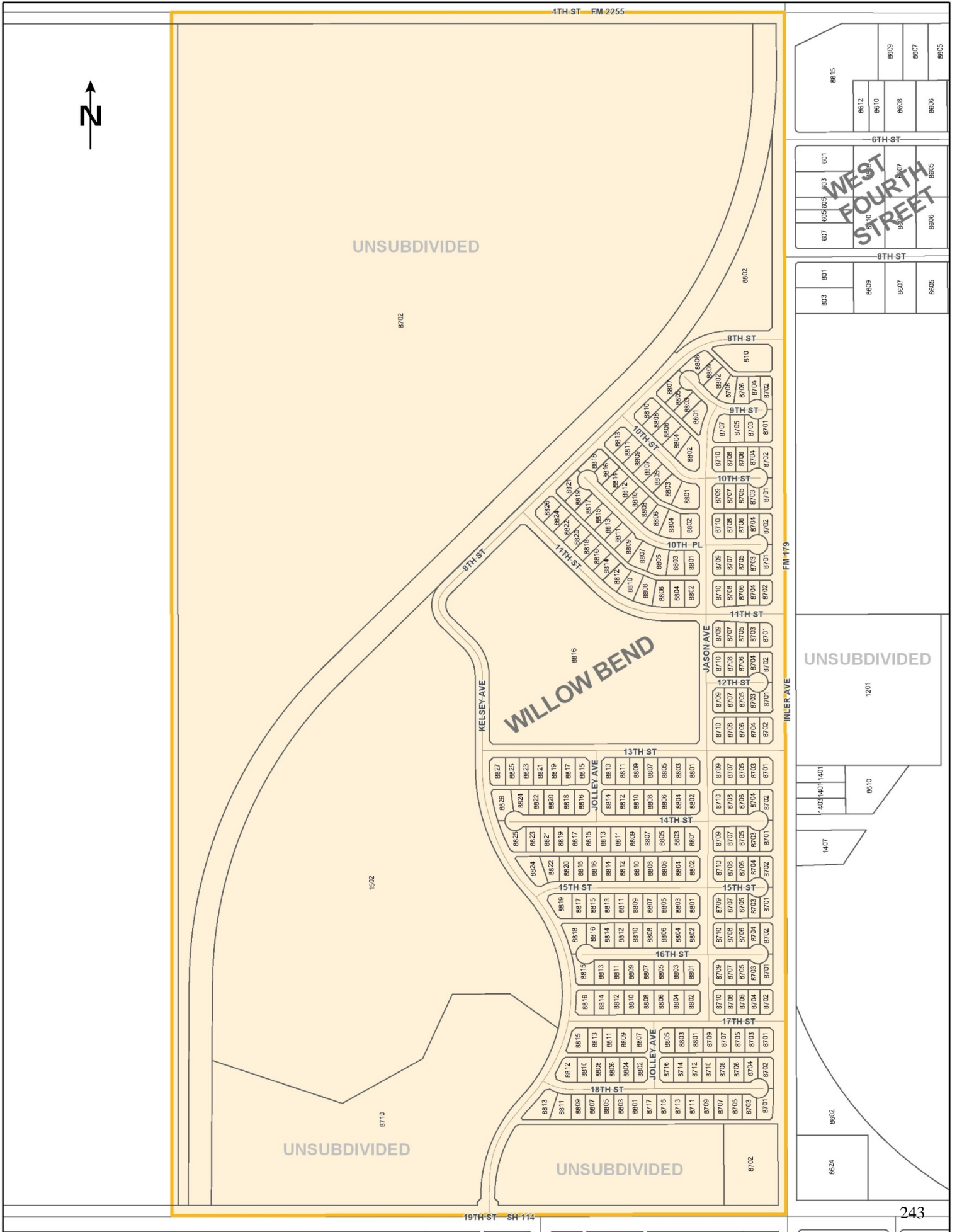
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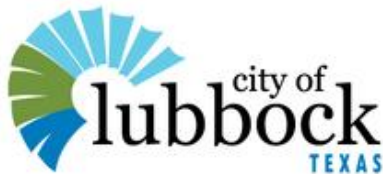
EXHIBIT "B"

**WILLOW BEND PUBLIC IMPROVEMENT DISTRICT
BOUNDARY**

The east half of Section 3, Block D6, Lubbock County, Texas, bounded by 4th Street, Inler Avenue, 19th Street, and the west line of the east half of Section 3, Block D6, Lubbock County, Texas.

WILLOW BEND PUBLIC IMPROVEMENT DISTRICT: EXHIBIT "C"





Regular City Council Meeting

6. 3.

Meeting Date: 09/10/2013

Information

Agenda Item

Ordinance 2nd Reading - Finance: Consider Ordinance 2013-00087 approving and adopting a budget for Fiscal Year 2013-14; providing for necessary transfers of funds between accounts and departments, if required; appropriating funds for the Fiscal Year 2013-14 Operating Budget and Capital Program of the City of Lubbock; approving the pay plan and positions; establishing Civil Service classifications and positions; approving all fees, fines, and charges for service; approving inclusion of equipment and property to be purchased as a part of the master lease program; authorizing the Mayor to appropriate certain funding during a duly declared state of disaster; amending Section 22.03.084 of the Code of Ordinances of the City of Lubbock by revising Water base charge as contained therein; amending Section 22.03.085 of the Code of Ordinances of the City of Lubbock by revising water volume rates as contained therein; accepting the budgets for Lubbock Economic Development Alliance, Market Lubbock, Inc., Civic Lubbock, Inc., Lubbock Emergency Communication District, Vintage Township Public Facilities Corporation, and Meadowbrook Golf Course, providing for publication; and providing for a savings clause.

Item Summary

On August 29, 2013, the City Council approved the first reading of the ordinance.

This is the first reading of the ordinance adopting the City's FY 2013-14 Operating Budget and Capital Program. The budget ordinance must be considered prior to consideration of the ordinance on the tax rate.

This ordinance incorporates the operating and capital budgets that have been proposed by the City Manager. The property tax rate in the proposed budget is \$0.50441 per \$100 valuation. A balanced budget must be approved by the City Council.

The following changes that impact the FY 2013-14 Proposed Operating Budget and Capital Program have occurred since the proposed budget was presented to the City Council:

General Fund

Increased Revenue: The rate has been reallocated between Operations and Maintenance tax rate and the Economic Development tax rate. Due to this change, property tax revenues for maintenance and operations increased by \$279,184.

Decrease in Transfers: Due to no increases in the rates for Storm Water, Solid Waste and Wastewater, the Franchise transfers to General Fund have decreased as follows: from Storm Water decreased \$329,572, from Solid Waste decreased \$29,702, and from Wastewater decreased \$87,027.

Decreased Expenses: The proposed 3% cost of living adjustment in the proposed budget has been lowered by \$203,859 due to the removal of an increase to the overtime budget. Due to the decreases in the Facility Demolition project and the Facility Renovations/Upgrades project, the transfer to the Capital Improvement Program has decreased by \$2,599,047.

Increased Expenses: The General Fund budget has increased by \$2,635,789 for a transfer to the Debt Service Fund for part of the Street Maintenance debt payment originally budgeted in Storm Water.

Debt Service Fund

Transfers to the Debt Service Fund have been revised as follows: decrease in the transfer from the Storm Water Fund for street maintenance debt of \$2,635,789, and an increase in the transfer from General Fund for street maintenance debt of \$2,635,789.

The City received the certified property values from the Lubbock Central Appraisal District and the adjusted tax levy was slightly lower than original projections, so the property tax revenue has decreased by \$1,143 and utilization of net assets has increased by \$1,143.

Economic Development Fund

The property tax rate reallocation between the O&M tax rate and the Economic Development tax rate has decreased property tax revenue to the Economic Development Fund by \$293,921 and decreased the allocation to Market Lubbock Inc. by \$293,921.

Central Business District TIF

Decrease in expenses in professional services/training of \$130,500 due to the planned renegotiation of the master development agreement in FY 2013-14. The capital program for Central Business District TIF has also changed from the proposed budget as follows:

Increase in appropriation for the Underground Utilities project of \$2,000,000 and a corresponding increase in the FY 2014 CBD TIF Revenue Certificates of Obligation to be issued.

Solid Waste Fund

Revenues - Revenues have decreased from General Collections \$495,033, due to the rates remaining the same as FY 2012-13 with no increase, and utilization of net assets has increased by \$465,331.

Decreased Expenses - The transfer to General Fund for the Franchise fee has decreased by \$29,702 due to the decrease in revenues.

Storm Water Fund

Decreased Revenues - Revenues have decreased from Department Operations by \$5,492,864, due to the rates remaining the same as FY 2012-13 with no increase, utilization of net assets has increased by \$28,188.

Decreased Expenses - The transfer to General fund for the Franchise fee has decreased by \$329,572 due to the decrease in revenues and the transfer to the Debt Service Fund for street maintenance debt has decreased by \$2,635,789.

Wastewater Fund

Revenues - Metered Services revenue has decreased by \$1,450,443 due to the rates remaining the same as FY 2012-13 with no increase, interest on bond proceeds decreased by \$5,225, due to the change in capital projects, and utilization of net assets increased by \$118,641.

Decreased Expenses - The transfer to the capital project fund decreased by \$1,250,000, due to the reevaluation and changes to the capital program and the transfer for the Franchise fee has decreased by \$87,027 due to the decrease in revenues.

Airport Fund

Funding Source - Utilization of net assets decreased by \$1,066,441 due to the reevaluation of the capital program that moves Station 11 design to a future year and lowers the budget on the Airport Demolition project.

Expenses - The transfer to the Capital Improvement Project Fund decreased by \$1,175,000 due to the changes to the capital program and capital outlay increased by \$29,350 for the purchase of a police vehicle.

Component Unit - Market Lubbock, Inc.

Decreased Revenue - The property tax revenue decreased by \$293,921 due to the reallocation of the tax rate between the Operations and Maintenance rate and the Economic Development rate.

Decreased Expenses - The grant to Lubbock Economic Development Alliance decreased by \$293,921 due to the decrease in revenues.

Component Unit- Lubbock Economic Development Alliance

The grant from Market Lubbock, Inc. has decreased by \$293,921 and expenses have been reduced as follows:

Marketing and Sales Travel decreased \$10,000, Special Projects decreased \$20,000, Miscellaneous Land Purchases

decreased \$100,000, and Future Capital Infrastructure decreased \$163,921.

The water rates have been revised since the presentation of the FY 2013-14 Operating Budget and Capital Program as follows:

Water Base Charges are amended as follows to reflect the City Council recommendation:

Meter Size Base Charge

Three-quarter inch (3/4") meter \$18.00

One inch (1") meter 30.05

One and a half inch (1.5") meter 59.91

Two inch (2") meter 96.30

Three inch (3") meter 191.97

Four inch (4") meter 299.91

Six inch (6") meter 599.65

Eight inch (8") meter 959.47

Ten inch (10") meter 1379.38

Water Volume rates are amended as follows:

Block 1 \$4.31 per 1,000 gallons

Block 2 \$5.88 per 1,000 gallons

Block 3 \$7.06 per 1,000 gallons

Storm Water rates, Wastewater volume rate, and Solid Waste tipping fees remain the same as FY 2012-13.

The following capital projects have been revised subsequent to the completion and presentation of the FY 2013-14 Operating Budget and Capital Program. These changes have been made in Exhibit D.

General Fund Capital Program

8536 Facility Demolition

Appropriation (\$250,000)

FY 2014 General Fund Pay-As-You-Go (\$250,000)

92323 (2013019) Facility Renovations/Upgrades

Appropriations (\$2,349,047)

FY 2014 General Fund Pay-As-You-Go (\$2,349,047)

Airport Capital Program

8529 Airport Demolition

Appropriation (\$500,000)

FY 2014 Airport Pay-As-You-Go (\$500,000)

2013017 Aircraft Rescue and Fire Fighting Facility

Appropriation (\$675,000)

FY 2014 Airport Pay-As-You-Go (\$675,000)

Storm Water Capital Program

92174 Northwest Lubbock and Maxey Park Project

Appropriation (\$21,000,000)

FY 2014 Storm Water Revenue CO's (\$21,000,000)

92175 Storm Water Repair and Replacement

Appropriation (\$250,000)

FY 2014 Storm Water Revenue CO's (\$250,000)

2013035 98th and Indiana Drainage Improvements
Appropriation (\$50,000)
FY 2014 Storm Water Revenue CO's (\$50,000)

Wastewater Capital Program
8574 Sewer Pipeline Dredging
Appropriation to Date (\$1,473,483)

8555 Sanitary Sewer Manhole Adjustments
FY 2014 Wastewater Pay-As-You-Go (\$250,000)
Wastewater Capital Project Fund funding \$250,000

90346 Lift Station Rehabilitation
Appropriation (\$250,000)
FY 2014 Wastewater Pay-As-You-Go (\$250,000)

91039 Sewer Lines Ahead of Street Paving
Appropriation (\$300,000)
FY 2014 Wastewater Revenue CO's (\$300,000)

91040 Sewer Tap Replacements
FY 2014 10-Year Wastewater Revenue CO's (\$400,000)
Wastewater Capital Project Fund funding \$400,000

91042 Water Reclamation Plant Replacements
Appropriation (\$150,000)
FY 2014 10-Year Wastewater Revenue CO's (\$150,000)

91083 Land Application Production & Monitoring Wells
FY 2014 Pay-As-You-Go (\$250,000)
Wastewater Capital Project Fund funding \$250,000

92249 SEWRP Solids Handling Facility Improvements
Appropriation (\$5,000,000)
FY 2014 Wastewater Revenue CO's (\$5,000,000)

92310 South Lubbock Sanitary Sewer Expansion Phase II
Appropriation (\$1,000,000)
FY 2014 Wastewater Revenue CO's (\$1,000,000)

92311 SEWRP Emergency Generator and Switch Gear
FY 2014 10-Year Wastewater Revenue CO's (\$573,483)
Wastewater Capital Project Fund funding \$573,483

2012029 Land Application Closure Evaluation
Appropriation (\$250,000)
FY 2014 Wastewater Pay-As-You-Go (\$250,000)

2013023 Wastewater Indirect Reuse Evaluation
Appropriation (\$250,000)
FY 2014 Wastewater Pay-As-You-Go (\$250,000)

Water Capital Program
8543 Lake Alan Henry Repairs/Maintenance
Appropriation (\$2,000,000)

FY 2014 Water Revenue CO's (\$2,000,000)

92255 BCWF Supply Line/Pumping System

Appropriation (\$9,000,000)

FY 2014 Water Revenue CO's (\$9,000,000)

8524 Canyon Lake System Reuse Study

Revise the scope to read as follows: Conduct a study of the reuse of effluent water in the Canyon Lakes System and construct improvements for Outfall 007 associated with the Plant 4 improvements necessary for stream discharge.

Funding is through an Environmental Protection Agency grant.

Electric Capital Program

2012045 Automatic Meter Reading Infrastructure

Appropriation (\$15,000,000)

FY 2014 LP&L Revenue Bonds (\$15,000,000)

Fee Schedule - The following fees have been added:

Library Fines – iPad Overdue Fee per 15 Minutes \$5

Library Fines – iPad Replacement Cost \$750

Library Fines – Kindle Fire/Nook HD Overdue

Fee per Day (up to 7 days) \$10

Library Fines – Kindle Fire Replacement Cost \$300

Library Fines – Nook HD Replacement Cost \$250

The following changes have been made to positions:

Fire – Job Grade Summary

Increased FY 2012-13 number of Communications Supervisor (Battalion Chief) from 0 to 1

Decreased FY 2012-13 number of Communications Supervisor (Fire Captain) from 1 to 0

The following budget amendments have been approved since the presentation of the FY 2013-14 Proposed Operating Budget and Capital Program:

Approved at the August 22, 2013 City Council Meeting

92284 Runway 17R/35L Rehab Construction

Increase Appropriation \$382,184

Increase PFC Unallocated bonds \$38,219

Increase to FAA Grant \$343,965

Cable Services Fund

Approved at the July 11, 2013 City Council Meeting:

Increase appropriation \$252,427

Increase Public, Education, and Government access channel fees \$252,427

Community Development Grants

Approved at the August 8, 2013 City Council meeting

TDHCA Community Services Block Grant funding \$259,424

Additional expenses related to grant \$259,424

The ordinance will be placed on the Tuesday, September 10, 2013, City Council agenda for the second reading and

adoption of the budget.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Budget Ordinance and Exhibits

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ADOPTING A BUDGET FOR FISCAL YEAR 2013-14; PROVIDING FOR NECESSARY TRANSFERS OF FUNDS BETWEEN ACCOUNTS AND DEPARTMENTS, IF REQUIRED; APPROPRIATING FUNDS FOR THE FISCAL YEAR 2013-14 OPERATING BUDGET AND CAPITAL PROGRAM OF THE CITY OF LUBBOCK; APPROVING THE PAY PLAN AND POSITIONS; ESTABLISHING CIVIL SERVICE CLASSIFICATIONS AND POSITIONS; APPROVING ALL FEES, FINES, AND CHARGES FOR SERVICE; APPROVING INCLUSION OF EQUIPMENT AND PROPERTY TO BE PURCHASED AS A PART OF THE MASTER LEASE PROGRAM; AUTHORIZING THE MAYOR TO APPROPRIATE CERTAIN FUNDING DURING A DULY DECLARED STATE OF DISASTER; AMENDING SECTION 22.03.084 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY REVISING WATER BASE CHARGE AS CONTAINED THEREIN; AMENDING SECTION 22.03.085 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY REVISING WATER VOLUME RATE AS CONTAINED THEREIN; ACCEPTING THE BUDGETS FOR LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, MARKET LUBBOCK, INC., CIVIC LUBBOCK, INC., LUBBOCK EMERGENCY COMMUNICATION DISTRICT, VINTAGE TOWNSHIP PUBLIC FACILITIES CORPORATION, AND MEADOWBROOK GOLF COURSE; PROVIDING FOR PUBLICATION; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, the City Manager has prepared certain figures for the Fiscal Year 13-14 Proposed Operating Budget and Capital Program (Proposed Budget) and has submitted the same to the City Council; and

WHEREAS, the City Manager filed the Proposed Budget with the City Secretary for the fiscal year beginning October, 1, 2013; and

WHEREAS, the City Secretary posted notice that the Proposed Budget had been filed and a public hearing called thereon by the City Council at City Hall; and

WHEREAS, the City Council determined that the Proposed Budget, as revised, is appropriate and correct in all respects and that all requirements of the law have been satisfied; and

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interest of the citizens of the City of Lubbock to adjust the water rates within the City of Lubbock to reflect costs of service; NOW THEREFORE:

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

SECTION 1. THAT the budget proposed by the City Manager and filed with the City Secretary for fiscal year October 1, 2013 through September 30, 2014, which is attached hereto as Exhibit A, be and is hereby approved and adopted as the FY 2013-14 Adopted Operating Budget and Capital Program (Adopted Budget), and made a part of this ordinance for all purposes.

SECTION 2. THAT a summary of estimated and forecasted revenues, appropriations, and any utilization of net assets for all Funds of the City is hereby approved in all respects and is attached hereto as Exhibit B.

SECTION 3. THAT any necessary transfer of funds between accounts below the department level recommended by the City Manager for City purposes or as a result of unusual or unforeseen conditions during the administration of the Adopted Budget are hereby approved, however, any transfer of funds between departments shall be presented to the City Council for approval by ordinance before such funds can be transferred between funds or expended. A listing of transfers between funds that are included in the Adopted Budget are attached hereto as Exhibit C.

SECTION 4. THAT to the extent that actual revenues are projected to be less than the budgeted revenues, the City Manager is authorized to reduce spending as necessary in order to prevent expenditures from exceeding available revenue sources; and that in the event such action is taken, the City Manager shall immediately notify the City Council in writing with appropriate explanation.

SECTION 5. THAT all balances of appropriation in each fund, which support authorized obligations, or are encumbered at the close of business for the fiscal year ended September 30, 2013, are hereby declared to be re-appropriated into the Adopted Budget beginning October 1, 2013.

SECTION 6. THAT a copy of the Adopted Budget shall be filed with appropriate officials as required by law.

SECTION 7. THAT in accordance with Section 2.06.109 of the Code of Ordinances of the City of Lubbock, the civil service classifications and positions set forth in the Adopted Budget are hereby established by Ordinance.

SECTION 8. THAT the funding, as set forth in the Adopted Budget, and as also set forth in the Capital Program, are hereby appropriated by project and scope as set forth in the Capital Budget. A Capital Program Summary is attached hereto as Exhibit D.

SECTION 9. THAT any additional appropriation or the addition of capital projects shall be presented to the City Council for approval by ordinance before such funds can be expended. The appropriation for a project in the Capital Program shall continue in force until the purpose for which the appropriation was made has been accomplished or abandoned.

SECTION 10. THAT the inclusion of equipment and property to be purchased as a part of the Master Lease Program is hereby approved and the City Manager and/or Executive Director of Finance and/or his or her designee are hereby directed to execute any and all documents necessary to consummate such purchases as outlined in the Master Lease Vehicle Replacement Schedule, set forth on Exhibit E and in the Master Lease Equipment Replacement Schedule, set forth on Exhibit F.

SECTION 11. THAT during a duly declared state of disaster the Mayor may authorize up to \$500,000 from the General Fund, to be reimbursed by state or federal funds, for expenditures related to widespread or severe damage, injury, or loss of property.

SECTION 12. THAT all fees, fines and charges for service are approved as listed in Exhibit A.

SECTION 13. THAT the pay plan is approved as listed in Exhibit G. Said pay plan shall include a pay increase of 3% for all full-time personnel in all funds, excluding the City Manager, City Secretary, and City Attorney.

SECTION 14. THAT personnel is adopted as reflected in Exhibit H. Sworn Police Officers totaling 433 are authorized and funded. The additional number of sworn police officers, totaling 38, needed to reach the two per 1,000 population ratio are authorized but unfunded.

SECTION 15. THAT the City of Lubbock has heretofore established a municipal drainage utility pursuant to Chapter 552 of the Local Government Code and the City Council of the City of Lubbock has heretofore established a schedule of drainage charges for such utility as adopted in Ordinance No. 2011-O0080, which said schedule shall remain in force and effect as set forth therein.

SECTION 16: THAT the rates contained in Section 22.03.084 of the Code of Ordinances, City of Lubbock, Texas are hereby amended to read as follows:

Section 22.03.084 Water Base Charge

The City, through the City Manager, shall charge and collect from every customer and every customer shall pay a monthly base charge for water which shall be billed to all customers based upon the water meter size as follows:

<u>Meter Size</u>	<u>Base Charge</u>
Three-quarter inch (3/4") meter	\$18.00
One inch (1") meter	30.05
One and a half inch (1.5") meter	59.91
Two inch (2") meter	96.30
Three inch (3") meter	191.97
Four inch (4") meter	299.91
Six inch (6") meter	599.65
Eight inch (8") meter	959.47
Ten inch (10") meter	1379.38

SECTION 17: THAT the Water Base Charge as set forth in this Ordinance, except as otherwise provided herein, shall be effective for all billings for such services dated on or after December 1, 2013. The Water Base Charge currently in effect shall remain in effect until the effective date of the Water Base Charge, as set forth herein.

SECTION 18: THAT the portion of Section 22.03.085 of the Code of Ordinances, City of Lubbock, Texas enumerating the charge for block rates is hereby amended, with the remaining portions of said section to remain unchanged and in full force and effect, to read as follows:

Section 2.03.085 Water volume rate generally

Block 1	\$4.31 per 1,000 gallons
Block 2	\$5.88 per 1,000 gallons
Block 3	\$7.06 per 1,000 gallons

SECTION 19. THAT the proposed budgets of the following Component Units and Related Entities are accepted as presented by their Boards: Lubbock Economic Development Alliance, Market Lubbock, Inc., Civic Lubbock, Inc., Lubbock Emergency Communication District, Vintage Township Public Facilities Corporation, and Meadowbrook Golf Course.

SECTION 20. THAT the City Council finds and declares that sufficient written notice of the date, hour, place and subject of this meeting of the Council was posted at a designated place convenient to the public at the City Hall for the time required by law preceding this meeting, that such place of posting was readily accessible at all times to the general public, and that all of the foregoing was done as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents of posting hereof.

SECTION 21. THAT the City Secretary is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method of publication as provided by law.

SECTION 22. THAT should any section, paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 23. THAT matters revised after the proposed budget was filed with the City Secretary are as follows:

Water Rates

Water Base Charges are amended as follows to reflect the City Council recommendation:

Meter Size

Base Charge

Three-quarter inch (3/4") meter	\$18.00
One inch (1") meter	30.05
One and a half inch (1.5") meter	59.91
Two inch (2") meter	96.30
Three inch (3") meter	191.97
Four inch (4") meter	299.91
Six inch (6") meter	599.65
Eight inch (8") meter	959.47
Ten inch (10") meter	1379.38

Water Volume rates are amended as follows:

Block 1	\$4.31 per 1,000 gallons
Block 2	\$5.88 per 1,000 gallons
Block 3	\$7.06 per 1,000 gallons

THAT the Water Base Charge as set forth in this Ordinance, except as otherwise provided herein, shall be effective for all billings for such services dated on or after December 1, 2013. The Water Base Charge currently in effect shall remain in effect until the effective date of the Water Base Charge, as set forth herein.

Storm Water Rates – Storm water rates remain the same as FY 2012-13 with no rate increase.

Wastewater Volume Rate – The wastewater volume rate remains the same as FY 2012-13 with no rate increase.

Solid Waste Tipping Fees – Solid Waste tipping fee remains the same as FY 2012-13 with no rate increase.

General Fund –

Increased Revenue

Property Tax \$279,184

Decreased Expenses

3 percent salary increase (\$203,859)

Transfer to CIP (\$2,599,047)

Increased Expenses

Transfer to Debt Service Fund \$2,635,789

Transfers

Franchise Transfer from Storm Water (\$329,572)

Franchise Transfer from Solid Waste (\$29,702)

Franchise Transfer from Wastewater (\$87,027)

Transfer to General Facilities Capital Project Fund (\$330,000)

Transfer to Public Safety Capital Project Fund \$330,000

Debt Service Fund –

Transfer from General Fund	\$2,635,789
Transfer from Stormwater	(\$2,635,789)
Ad Valorem Tax Collections	(\$1,143)
Utilization of Net Assets	\$1,143

Economic Development Fund –Decreased Revenue

Property Tax	(\$293,921)
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Decreased Expenses

Market Lubbock, Inc.	(\$293,921)
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Central Business District TIFDecreased Expenses

Professional Services/Training	(\$130,500)
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Capital Program

92227	Underground Utilities	
	Appropriation	\$2,000,000
	FY 2014 CBD TIF Revenue CO's	\$2,000,000

Capital ProgramGeneral Fund Capital Program

8536	Facility Demolition	
	Appropriation	(\$250,000)
	FY 2014 General Fund Pay-As-You-Go	(\$250,000)

2013019	Facility Renovations/Upgrades	
	Appropriations	(\$2,349,047)
	FY 2014 General Fund Pay-As-You-Go	(\$2,349,047)

Airport Capital Program

8529	Airport Demolition	
	Appropriation	(\$500,000)
	FY 2014 Airport Pay-As-You-Go	(\$500,000)

2013017	Aircraft Rescue and Fire Fighting Facility	
	Appropriation	(\$675,000)
	FY 2014 Airport Pay-As-You-Go	(\$675,000)

Approved at the August 22, 2013 City Council Meeting

92284	Runway 17R/35L Rehab Construction	
	Increase Appropriation	\$382,184
	Increase PFC Unallocated bonds	\$38,219
	Increase to FAA Grant	\$343,965

Storm Water Capital Program

92174	Northwest Lubbock and Maxey Park Project Appropriation FY 2014 Storm Water Revenue CO's	(\$21,000,000) (\$21,000,000)
92175	Storm Water Repair and Replacement Appropriation FY 2014 Storm Water Revenue CO's	(\$250,000) (\$250,000)
2013035	98 th and Indiana Drainage Improvements Appropriation FY 2014 Storm Water Revenue CO's	(\$50,000) (\$50,000)

Wastewater Capital Program

8574	Sewer Pipeline Dredging Appropriation to Date	(\$1,473,483)
8555	Sanitary Sewer Manhole Adjustments FY 2014 Wastewater Pay-As-You-Go Wastewater Capital Project Fund funding	(\$250,000) \$250,000
90346	Lift Station Rehabilitation Appropriation FY 2014 Wastewater Pay-As-You-Go	(\$250,000) (\$250,000)
91039	Sewer Lines Ahead of Street Paving Appropriation FY 2014 Wastewater Revenue CO's	(\$300,000) (\$300,000)
91040	Sewer Tap Replacements FY 2014 10-Year Wastewater Revenue CO's Wastewater Capital Project Fund funding	(\$400,000) \$400,000
91042	Water Reclamation Plant Replacements Appropriation FY 2014 10-Year Wastewater Revenue CO's	(\$150,000) (\$150,000)
91083	Land Application Production & Monitoring Wells FY 2014 Pay-As-You-Go Wastewater Capital Project Fund funding	(\$250,000) \$250,000
92249	SEWRP Solids Handling Facility Improvements Appropriation FY 2014 Wastewater Revenue CO's	(\$5,000,000) (\$5,000,000)
92310	South Lubbock Sanitary Sewer Expansion Phase II Appropriation FY 2014 Wastewater Revenue CO's	(\$1,000,000) (\$1,000,000)

92311	SEWRP Emergency Generator and Switch Gear FY 2014 10-Year Wastewater Revenue CO's Wastewater Capital Project Fund funding	(\$573,483) \$573,483
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2012029	Land Application Closure Evaluation Appropriation FY 2014 Wastewater Pay-As-You-Go	(\$250,000) (\$250,000)
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2013023	Wastewater Indirect Reuse Evaluation Appropriation FY 2014 Wastewater Pay-As-You-Go	(\$250,000) (\$250,000)
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8524	Canyon Lake System Reuse Study Revise the scope to read as follows: Conduct a study of the reuse of effluent water in the Canyon Lakes System and construct improvements for Outfall 007 associated with the Plant 4 improvements necessary for stream discharge. Funding is through an Environmental Protection Agency grant.	
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Water Capital Program

8543	Lake Alan Henry Repairs/Maintenance Appropriation FY 2014 Water Revenue CO's	(\$2,000,000) (\$2,000,000)
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92255	BCWF Supply Line/Pumping System Appropriation FY 2014 Water Revenue CO's	(\$9,000,000) (\$9,000,000)
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Electric Capital Program

2012045	Automatic Meter Reading Infrastructure Appropriation FY 2014 LP&L Revenue Bonds	(\$15,000,000) (\$15,000,000)
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Solid Waste Fund

Revenues

General Collections	(\$495,033)
Utilitization of Net Assets	\$465,331

Expenses

Franchise transfer to General Fund	(\$29,702)
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Storm Water Fund

Revenues

Revenue from Department Operations	(\$5,492,864)
Utilization of Net Assets	\$28,188

<u>Expenses</u>	
Franchise transfer to General Fund	(\$329,572)
Transfer to Debt Service Fund	(\$2,635,789)

Wastewater Fund

<u>Revenues</u>	
Metered Services Revenue	(\$1,450,443)
Utilization of Net Assets	\$118,641
Interest on Bond Proceeds	(\$5,225)

<u>Expenses</u>	
Transfer to Capital Project Fund	(\$1,250,000)
Franchise transfer to General Fund	(\$87,027)

Airport Fund

<u>Revenues</u>	
Utilization of Net Assets	(\$1,066,441)

<u>Expenses</u>	
Capital Outlay	\$29,350
Transfer to Airport Capital	(\$1,175,000)

Fee Schedule –

Library Fines – iPad Overdue Fee per 15 Minutes	\$5
Library Fines – iPad Replacement Cost	\$750
Library Fines – Kindle Fire/ Nook HD Overdue Fee per Day (up to 7 days)	\$10
Library Fines – Kindle Fire Replacement Cost	\$300
Library Fines – Nook HD Replacement Cost	\$250

Positions

Fire – Job Grade Summary
 Increased FY 2012-13 number of Communications Supervisor (Battalion Chief) from 0 to 1
 Decreased FY 2012-13 number of Communications Supervisor (Fire Captain) from 1 to 0

Component Unit – Market Lubbock, Inc.

<u>Decreased Revenue</u>	
Property Tax Allocation	(\$293,921)

Decreased Expenses
 Grant to Lubbock EDA (\$293,921)

Component Unit – Lubbock Economic Development Alliance

Decreased Revenue
 Grant from Market Lubbock, Inc. (\$293,921)

Decreased Expenses
 Marketing and Sales Travel (\$10,000)
 Special Projects (\$20,000)
 Miscellaneous Land Purchases (\$100,000)
 Future Capital Infrastructure (163,921)

Cable Services Fund

Approved at the July 11, 2013 City Council Meeting:
 Increase appropriation \$252,427
 Increase Public, Education, and Government access channel fees \$252,427

Community Development Grants

Approved at the August 8, 2013 City Council meeting
 TDHCA Community Services Block Grant funding \$259,424
 Additional expenses related to grant \$259,424

AND IT IS SO ORDERED

Passed by the City Council on first reading this ____ day of _____, 2013.

VOTING FOR PASSAGE:

VOTING AGAINST PASSAGE:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Council members present but not voting: _____

Council members absent: _____

Passed by the City Council on second reading this _____ day of _____, 2013.

VOTING FOR PASSAGE:

VOTING AGAINST PASSAGE:

Council members present but not voting: _____

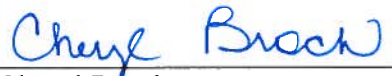
Council members absent: _____

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:



Andy L. Sims
Assistant City Attorney

Budget Ordinance 13-14 Revised 9.4.13 2nd Reading

Exhibit B - All Funds Summary

	Budget FY 2013-14
General Fund Revenue Sources	
Taxes	
Property Tax	\$ 45,565,927
Delinquent Taxes	885,000
Sales Tax	58,214,785
Mixed Beverage Sales Tax	266,664
Mixed Beverage Tax	445,071
Bingo Tax	310,000
Suddenlink	1,200,000
Xcel Energy	-
South Plains Electric Cooperative	562,500
Atmos	1,125,000
West Texas Gas	3,750
Telecom Right of Way	2,025,000
Development Services	141,450
General Government	72,500
City Secretary	315,118
Public Safety	1,122,040
Public Works	53,900
Public Health	15,610
Animal Shelter	116,600
Cultural/Recreational	1,022,754
Museum	214,850
Licenses and Permits	2,497,045
Intergovernmental	336,854
Fines and Forfeitures	3,346,181
Interest Earnings	-
Rental	9,581
Recoveries of Expenditures	789,765
Other	362,400
Transfers from Special Revenue Funds	299,720
Transfers from LP&L	9,033,705
Transfers from Water Fund	9,784,639
Transfers from Wastewater Fund	3,997,080
Transfers from Solid Waste	2,426,530
Transfers from Airport Fund	1,620,483
Transfers from Stormwater	2,236,258
Other Transfers	-
Total General Fund Revenue	\$ 150,418,760
Utilization of Net Assets	7,704,854

Exhibit B - All Funds Summary

	Budget FY 2013-14
General Fund Appropriation Units	
Administrative Services:	
City Attorney	\$ 1,838,499
City Council	248,773
City Manager	739,082
City Secretary	1,046,132
Facilities Management	3,071,310
Finance	2,465,175
Human Resources	539,620
Internal Audit	357,315
Non-departmental	6,767,189
Administrative Services Appropriation	17,073,096
Community Services:	
Building Inspection	1,627,689
Planning	514,224
Community Services Appropriation	2,141,913
Cultural and Recreation Services:	
Library	3,701,236
Museums	886,214
Parks	9,287,328
Cultural and Recreation Appropriation	13,874,779
Public Works:	
Engineering	1,273,022
Streets	2,915,643
Traffic	3,369,754
Public Works Appropriation	7,558,419
Public Safety Health Services:	
Animal Services	1,843,098
Fire	40,768,928
Public Health	753,906
Municipal Court	1,599,085
Police	58,925,651
Vector Control	380,931
Public Safety & Health Services Appropriation	104,271,599
Other Appropriation:	
Transfers	10,568,493
3 Percent Salary Increase	2,635,315
Payroll Accrual/Other Adjustments	-
Other Appropriation	13,203,809
Total General Fund Appropriation	\$ 158,123,614

Exhibit B - All Funds Summary

	Budget FY 2013-14
Debt Service Fund Revenue Sources	
Tax Collection	\$ 14,930,725
Unallocated Bond Interest	33,055
Interest on Investments	-
HUD 108 Loan Program	-
Transfer from North Overton TIF	3,214,757
Transfer from CBD TIF	129,994
Transfer from Hotel Tax Fund	97,280
Transfer from Gateway	8,202,787
Transfer from Stormwater (Street Maintenance)	2,668,239
Transfer from General Fund (Street Maintenance)	2,635,789
Subsidy on BABs	418,975
Utilization of Net Assets	1,143
Total Debt Service Fund Revenue	32,332,743
Utilization of Net Assets	-
Debt Service Fund Expenditures	
General Obligation Bonds	14,583,211
North Overton TIF	3,240,225
CBD TIF	133,208
Gateway	8,329,462
Stormwater (Street Maintenance)	2,668,239
General Fund (Street Maintenance)	2,635,789
Hotel Tax	97,280
HUD 108 Loan Program	-
Fiscal Agent Fees	15,500
Bond Sale Charges	100,572
Transfer to Civic Centers	529,258
Total Debt Service Appropriation	32,332,743
Fleet Services Fund	
Total Fleet Service Fund Revenue	1,364,374
Utilization of Net Assets	204,656
Total Fleet Service Appropriation	1,569,030
Health Benefits Fund	
Total Health Benefits Fund Revenue	30,284,980
Utilization of Net Assets	1,791,123
Total Health Benefits Appropriation	32,076,103
Information Technology Fund	
Total Information Technology Fund Revenue	10,278,720
Total Information Technology Appropriation	10,263,637
Investment Pool Fund	
Total Investment Pool Fund Revenue	579,484
Total Investment Pool Appropriation	579,484
Print Shop and Warehouse Fund	
Total Print Shop and Warehouse Fund Revenue	706,915
Total Print Shop and Warehouse Appropriation	658,307
Risk Management Fund	
Total Risk Management Fund Revenue	5,509,489
Utilization of Net Assets	8,084
Total Risk Management Fund Appropriation	5,517,573
Airport Fund	
Total Airport Fund Revenue	10,122,672
Utilization of Net Assets	-
Total Airport Fund Appropriation	10,043,463
Cemetery Fund	
Total Cemetery Fund Revenue	422,000
Transfer from General Fund	272,205
Utilization of Net Assets	50,000
Total Cemetery Fund Appropriation	744,205

Exhibit B - All Funds Summary

	Budget FY 2013-14
Civic Centers Fund	
Total Civic Center Fund Revenue	\$ 644,000
Transfer from General Fund	573,349
Transfer from HOT Fund	1,612,401
Transfer from Debt Service Fund	529,258
Utilization of Net Assets	28,500
Total Civic Center Fund Appropriation	3,387,507
Lake Alan Henry Fund	
Total Lake Alan Henry Fund Revenue	467,200
Utilization of Net Assets	73,429
Total Lake Alan Henry Fund Appropriation	540,629
Lubbock Power and Light Fund	
Total Lubbock Power and Light Fund Revenue	216,428,868
Utilization of Net Assets	-
Total Lubbock Power and Light Fund Appropriation	210,194,426
Solid Waste Utility Fund	
Total Solid Waste Utility Fund Revenue	19,553,527
Utilization of Net Assets	2,379,529
Total Solid Waste Utility Fund Appropriation	21,933,056
Storm Water Utility Fund	
Total Storm Water Utility Fund Revenue	19,263,946
Utilization of Net Assets	28,188
Total Storm Water Utility Fund Appropriation	19,292,133
Transit Fund	
Total Transit Fund Revenue	10,037,900
Transfer from General Fund	1,647,223
Utilization of Net Assets	-
Total Transit Fund Appropriation	11,685,123
Wastewater Utility Fund	
Total Wastewater Utility Fund Revenue	35,045,034
Utilization of Net Assets	149,465
Total Wastewater Utility Fund Appropriation	35,194,499
Water Utility Fund	
Total Water Utility Fund Revenue	78,242,994
Utilization of Net Assets	-
Total Water Utility Fund Appropriation	77,388,984
Abandoned Vehicle Fund	
Total Abandoned Vehicle Fund Revenue	485,000
Utilization of Net Assets	-
Total Abandoned Vehicle Fund Appropriation	485,000
Animal Assistance Program	
Total Animal Assistance Program Fund Revenue	85,000
Utilization of Net Assets	-
Total Animal Assistance Program Fund Appropriation	85,000
Cable Services Fund	
Total Cable Services Fund Revenue	404,442
Total Cable Services Fund Appropriation	404,442
Central Business District TIF Fund	
Total Central Business District TIF Fund Revenue	718,377
Utilization of Net Assets	-
Total Central Business District TIF Fund Appropriation	410,964
Community Development Fund	
Total Community Development Fund Revenue	3,491,765
Total Community Development Fund Appropriation	3,491,765
Criminal Investigation Fund	
Total Criminal Investigation Fund Revenue	-
Utilization of Net Assets	-
Total Criminal Investigation Fund Appropriation	-

Exhibit B - All Funds Summary

	Budget FY 2013-14
Department of Justice Asset Sharing	
Total Department of Justice Asset Sharing Revenue	\$ -
Utilization of Net Assets	-
Total Department of Justice Asset Sharing Appropriation	-
Economic Development Fund	
Total Economic Development Fund Revenue	3,478,006
Total Economic Development Fund Appropriation	3,478,006
Emergency Management Grant Fund	
Total Emergency Management Grant Fund Revenue	457,355
Total Emergency Management Grant Fund Appropriation	457,355
Gateway Streets Fund	
Total Gateway Streets Fund Revenue	7,267,854
Utilization of Net Assets	934,933
Total Gateway Streets Fund Appropriation	8,202,787
Hotel Occupancy Tax Fund	
Total Hotel Motel Tax Fund Revenue	6,379,441
Utilization of Net Assets	-
Total Hotel Motel Tax Fund Appropriation	6,379,441
Juvenile Case Manager Fund	
Total Juvenile Case Manager Fund Revenue	-
Total Juvenile Case Manager Fund Appropriation	-
Lubbock Business Park TIF	
Total Lubbock Business Park TIF Revenue	294,853
Total Lubbock Business Park TIF Appropriation	17,684
Lubbock Economic Development Alliance Fund	
Total Lubbock Economic Development Alliance Fund Revenue	5,292,253
Total Lubbock Economic Development Alliance Fund Appropriation	5,292,253
Municipal Court Fund	
Total Municipal Court Fund Revenue	275,000
Utilization of Net Assets	40,508
Total Municipal Court Fund Appropriation	315,508
North and East Lubbock Neighborhood and Infrastructure Fund	
Total North and East Lubbock Neighborhood Fund Revenue	900,000
Total North and East Lubbock Neighborhood Fund Appropriation	-
North Overton Public Improvement District Fund	
Total North Overton Public Improvement District Fund Revenue	514,734
Utilization of Net Assets	-
Total North Overton Public Improvement Improvement District Fund Appropriation	508,152
North Overton Tax Increment Fund	
Total North Overton Tax Increment Fund Revenue	3,881,280
Utilization of Net Assets	-
Total North Overton Tax Increment Fund Appropriation	3,881,280
North Point Public Improvement District Fund	
Total North Pointe Public Improvement District Fund Revenue	82,050
Utilization of Net Assets	168,498
Total North Pointe Public Improvement Improvement District Fund Appropriation	250,548
Quincy Park Public Improvement District Fund	
Total Quincy Park Public Improvement District Fund Revenue	50,210
Utilization of Net Assets	11,777
Total Quincy Park Public Improvement District Fund Appropriation	61,987
Valencia Public Improvement District Fund	
Total Valencia Public Improvement District Fund Revenue	6,021
Total Valencia Township Public Improvement District Fund Appropriation	4,005
Vintage Township Public Improvement District Fund	
Total Vintage Township Public Improvement District Fund Revenue	183,309
Total Vintage Township Public Improvement District Fund Appropriation	183,309

Exhibit B - All Funds Summary

	Budget
	FY 2013-14
Willow Bend Public Improvement District Fund	
Total Willow Bend Public Improvement District Fund Revenue	-
Total Willow Bend Public Improvement District Fund Appropriation	-

Exhibit B - All Funds Summary

	Budget FY 2013-14
Lubbock Economic Development Alliance	
Total Lubbock Economic Development Alliance Revenue	\$ 7,857,352
Utilization of Net Assets	-
Total Lubbock Economic Development Alliance Appropriation	7,857,352
Market Lubbock, Inc.	
Total Market Lubbock, Inc. Revenue	3,411,042
Utilization of Net Assets	360,839
Total Market Lubbock Inc. Appropriation	3,771,881
Market Lubbock, Inc. - Visit Lubbock, Inc.	
Total Market Lubbock, Inc. - Visit Lubbock, Inc. Revenue	2,507,059
Utilization of Net Assets	38,521
Total Market Lubbock Inc. - Visit Lubbock, Inc. Appropriation	2,545,580
Market Lubbock, Inc. - Sports Authority	
Total Market Lubbock, Inc. - Sports Authority Revenue	1,102,046
Utilization of Net Assets	6,798
Total Market Lubbock Inc. - Sports Authority Appropriation	1,108,844
Civic Lubbock, Inc	
Total Civic Lubbock, Inc. Revenue	1,824,180
Utilization of Net Assets	60,000
Total Civic Lubbock, Inc. Appropriation	1,884,180
Lubbock Emergency Communications District	
Total Lubbock Emergency Communications District Revenue	2,360,130
Utilization of Net Assets	2,976,950
Total Lubbock Emergency Communications District Appropriation	5,337,080
Vintage Township Public Facilities Corporation	
Total Vintage Township Public Facilities Corporation Revenue	164,309
Utilization of Net Assets	-
Total Vintage Township Public Facilities Corporation Appropriation	164,309
Meadowbrook Golf Course	
Total Meadowbrook Golf Course Revenue	1,455,525
Total Meadowbrook Golf Course Appropriation	1,219,461

Exhibit C - Transfers Summary

To	From	Description	Amount
Airport Capital Projects Fund	Airport Enterprise Fund	Airport Pay-as-you-go Capital	\$ 775,000
Airport Enterprise Fund	Airport PFC Fund	Airport PFC Debt Service	1,476,291
Civic Center Enterprise Fund	General Fund	Civic Center Operations	573,349
Civic Center Enterprise Fund	Hotel Occupancy Tax Fund	Civic Center Operations/Marketing	1,612,401
Civic Center Enterprise Fund	Debt Service Fund	Debt Service Payment	529,258
Civic Center Capital Project Fund	Hotel Occupancy Tax Fund	Capital Project	475,000
Civic Lubbock	Hotel Occupancy Tax Fund	Civic Lubbock Operations	377,739
Cemetery Enterprise Fund	General Fund	Civic Center Operations	272,205
Debt Service Fund	Central Business District TIF	Debt Service Payment	129,994
Debt Service Fund	Gateway Streets Fund	Debt Service Payment	8,202,787
Debt Service Fund	Hotel Occupancy Tax Fund	Debt Service Payment	97,280
Debt Service Fund	North Overton TIF	Debt Service Payment	3,214,757
Debt Service Fund	Stormwater Enterprise Fund	Debt Service Payment	2,668,239
Debt Service Fund	General Fund	Debt Service Payment (Street Maint)	2,635,789
Emergency Management	General Fund	Grant Match	334,120
Fleet Capital Project Fund	Fleet Fund	Fleet Pay-As-You-Go Capital	200,000
Fleet Capital Project Fund	Solid Waste Capital Fund	Fleet Pay-As-You-Go Capital	259,683
Gateway Streets Fund	Lubbock Power & Light	Payment in Lieu of Franchise Fee	3,990,354
General Fund	Abandoned Vehicle	Master Lease Payment	299,720
General Fund	Airport Enterprise Fund	Aircraft Rescue Fire Fighting (ARFF)	1,403,805
General Fund	Airport Enterprise Fund	Indirect Cost	216,679
General Fund	Lubbock Power & Light	Payment in Lieu of Franchise Fee	5,985,531
General Fund	Lubbock Power & Light	Payment in Lieu of Property Tax	1,995,177
General Fund	Lubbock Power & Light	Indirect Cost	1,052,997
General Fund	Solid Waste Enterprise Fund	Cost of Business	1,173,212
General Fund	Solid Waste Enterprise Fund	Indirect Cost	244,760
General Fund	Solid Waste Enterprise Fund	Paved/Unpaved Streets	633,334
General Fund	Solid Waste Enterprise Fund	Payment in Lieu of Property Tax	375,224
General Fund	Stormwater Enterprise Fund	Payment in Lieu of Franchise Fee	1,155,837
General Fund	Stormwater Enterprise Fund	Indirect Cost	127,201
General Fund	Stormwater Enterprise Fund	Playa Lake	284,320
General Fund	Stormwater Enterprise Fund	Payment in Lieu of Property Tax	668,900
General Fund	Wastewater Enterprise Fund	Payment in Lieu of Franchise Fee	2,102,702
General Fund	Wastewater Enterprise Fund	Indirect Cost	394,616
General Fund	Wastewater Enterprise Fund	Payment in Lieu of Property Tax	1,499,762
General Fund	Water Enterprise Fund	Payment in Lieu of Franchise Fee	4,694,580
General Fund	Water Enterprise Fund	Indirect Cost	957,210
General Fund	Water Enterprise Fund	Paved Streets	738,042
General Fund	Water Enterprise Fund	Payment in Lieu of Property Tax	3,394,808
General Facilities Capital Project Fund	General Fund	General Fund Pay-as-you-go Capital	3,566,944
Grant Fund	Transit	Grant Funds	1,440,143
Information Technology Capital Project Fund	General Fund	General Fund Pay-as-you-go Capital	250,000
Lubbock Power & Light	Solid Waste Enterprise Fund	Utility Collections	779,108
Lubbock Power & Light	Stormwater Enterprise Fund	Utility Collections	779,108
Lubbock Power & Light	Wastewater Enterprise Fund	Utility Collections	1,884,393
Lubbock Power & Light	Water Enterprise Fund	Utility Collections	1,884,393
Lubbock Power & Light Capital Project Fund	Lubbock Power & Light	LP&L Pay-as-you-go Capital	10,789,250
North Overton TIF	Hotel Occupancy Tax Fund	North Overton TIF	580,000
Parks Capital Project Fund	General Fund	General Fund Pay-as-you-go Capital	958,863
Public Safety Capital Project Fund	Water Enterprise Fund	Water Pay-as-you-go Capital	50,000
Public Safety Capital Project Fund	General Fund	General Fund Pay-as-you-go Capital	330,000
Stormwater Capital Projects Fund	Stormwater Enterprise Fund	Stormwater Pay-as-you-go Capital	350,000
Transit Enterprise Fund	General Fund	Transit Operations	1,647,223
Vintage Township PFC	Vintage Township PID	Debt Service Payment	164,309
Wastewater Capital Project Fund	Wastewater Enterprise Fund	Wastewater Pay-as-you-go Capital	-
Wastewater Enterprise Fund	Solid Waste Enterprise Fund	Environmental Compliance	39,435
Wastewater Enterprise Fund	Water Enterprise Fund	Environmental Compliance	39,435
Water Capital Projects Fund	Water Enterprise Fund	Water Pay-as-you-go Capital	700,000
Water Enterprise Fund	Lake Alan Henry Fund	Lake Alan Henry Debt Service	130,604

Exhibit D - Capital Program Summary

Project Number	Project Name	Appropriation to Date	Appropriation FY 2013-14
8070	Video Inspection of Storm Sewers	\$ 3,600,000	-
8505	Wastewater Resources Master Plan	7,335,000	-
8521	Community Center Renovations - Various Locations	524,000	-
8524	Canyon Lake System Reuse Study	1,419,800	-
8529	Airport Demolition	365,500	-
8531	Land Application Optimization	400,000	-
8532	Supplemental Water Supply for LAH	1,300,000	-
8534	FEMA Restudy - System G	500,000	-
8536	Facility Demolition	882,748	100,000
8537	Gateway Streets ROW Coordination	500,000	-
8538	Project Archaeology	1,000,000	-
8540	Well Plugging	850,000	-
8541	Bailey County Well Field Modeling	50,000	-
8543	Lake Alan Henry Repairs/Maintenance	7,505,889	-
8544	*	145,000	-
8545	Concrete Drainage Channel Repairs	365,000	250,000
8550	Golf Course Improvements	407,456	53,400
8552	Airfield Asphalt Repair	1,300,000	300,000
8555	Sanitary Sewer Manhole Adjustments	250,000	250,000
8556	Tank Rehabilitation at the Water Treatment Plant	900,000	-
8559	98th Street Sanitary Sewer Remediation	17,600,000	-
8562	*	370,000	-
8563	Sign Upgrades and Replacement	348,634	150,000
8571	Quaker/Erskine/Loop 289 Interchange	3,655,160	-
8573	*	350,000	-
8574	Sewer Pipeline Dredging	26,517	-
8575	Shallowater Well Field Decommission	400,000	-
8576	Pump Station No. 10 Infiltration Study	200,000	-
8577	Environmental Assessments for Gateway Projects	650,000	-
8578	*	500,000	-
8579	Wastewater Direct Reuse Evaluation	300,000	-
8580	*	850,000	-
8581	*	50,000	-
8582	*	200,000	-
8583	Milwaukee Bridges: Marsha Sharp Freeway and Spur 327	52,567	-
8584	*	-	100,000
8585	*	-	72,000
8586	Digital Orthophotography FY 2013-14	-	100,000
8587	Water System Master Plan and Model Update	-	500,000
8588	Aquifer Storage and Recovery Evaluation	-	200,000
9395	*	2,394,006	-
9492	LAH Recreation Area Improvements	2,554,938	-
90055	Water Facilities Security Improvements	1,921,000	-
90095	North University Enhancement Project	1,250,000	-
90141	South Lubbock Storm Sewer Project	54,305,000	-
90311	*	720,000	-
90346	Lift Station Rehabilitation	2,085,000	-
90367	*	900,000	-
91003	Bailey County Well Field Improvements	18,650,260	-
91007	Comprehensive Water Line Changeouts	4,519,040	-

Exhibit D - Capital Program Summary

Project Number	Project Name	Appropriation to Date	Appropriation FY 2013-14
91032	Water Treatment Plant Improvements	\$ 9,402,000	-
91033	Pumping System Improvements	1,906,875	-
91034	Water Line Replacement	1,944,000	500,000
91035	Water Lines Ahead of Street Paving	3,122,000	800,000
91038	Sewer Line Replacement	1,640,000	390,000
91039	Sewer Lines Ahead of Street Paving	2,875,000	250,000
91040	Sewer Tap Replacements	4,585,000	400,000
91042	Water Reclamation Plant Replacements	3,325,000	300,000
91049	Water Meter Replacements	3,305,000	450,000
91083	Land Application Production and Monitoring Wells	850,000	250,000
91162	Library Renovations	2,145,000	-
91169	Park Pavilions	1,105,950	357,651
91170	Park Playground Replacement	3,032,878	793,163
91190	City Hall Improvements	1,294,500	700,000
91195	Civic Center Renovation	8,659,288	475,000
91220	Major Repair at Fire Stations	1,895,009	450,000
92015	Land Application Office Renovation	345,000	-
92082	*	625,000	-
92132	Solid Waste/Fleet Infrastructure	148,517	-
92141	*	305,000	100,000
92144	Buddy Holly Center	1,050,000	-
92162	*	1,623,622	-
92167	*	650,000	750,000
92169	Irrigation Automation & Control Systems	2,857,960	-
92171	LAH Water Treatment Plant and Terminal Reservoir	60,700,000	-
92172	Traffic Signals/Controllers	1,100,000	300,000
92173	Storm Water Vault Replacement	450,000	-
92174	Northwest Lubbock and Maxey Park Project	41,950,000	-
92175	Storm Water Repair and Replacement	1,100,000	-
92177	SEWRP Improvements Digester 8 & 9	18,350,000	-
92178	South Lubbock Sanitary Sewer System Expansion Phase 1	26,500,000	-
92191	Airport Facility Improvements	2,125,000	475,000
92197	*	6,500,000	-
92198	*	1,400,000	-
92202	*	450,000	-
92203	*	275,000	-
92204	*	250,000	-
92210	McAlister Park Cut and Fill Master Plan	3,125,000	-
92215	Slide Road from Marshall to US 84	2,255,700	-
92216	Traffic Signal Upgrades	4,750,000	-
92217	34th Street Reconstruction - Indiana Avenue to Avenue Q	20,725,000	1,832,200
92219	114th Street - University Avenue to Slide Road	3,210,000	-
92220	Milwaukee and 98th Street	6,650,000	-
92221	Northwest Water Reclamation Plant	22,800,000	-
92227	Underground Utilities	1,800,000	2,500,000
92228	Frankford Avenue - 98th Street to 114th Street	5,214,427	-
92229	Quaker Avenue - 114th Street to FM 1585	5,866,628	-
92235	Berl Huffman Restroom	175,000	-
92238	Facility Maintenance Fund	500,000	250,000
92239	*	500,000	-

Exhibit D - Capital Program Summary

Project Number	Project Name	Appropriation to Date	Appropriation FY 2013-14
92240	Citywide Fuel System Upgrades	\$ 534,600	459,683
92241	*	1,598,000	-
92242	*	50,000	-
92244	North Quaker Street Lighting	250,000	-
92248	Street Maintenance Program	28,022,068	9,622,300
92249	SEWRP Solids Handling Facility Improvements	5,000,000	40,000,000
92250	Dedicated Land Disposal Facility	2,000,000	-
92252	Corrosion and Odor Control Center Pilot Project	500,000	-
92253	Locate and Replace Water Valves	1,200,000	700,000
92254	North Overton TIF Public Improvements	747,031	-
92255	BCWF Supply Line/Pumping System	10,500,000	16,000,000
92259	Multi-Company Fire Station No. 19	2,797,000	1,581,084
92260	Maggie Trejo/Rogers Park Development	220,000	-
92261	*	100,000	40,000
92262	Cemetery Permanent Improvements	71,375	-
92263	Garden and Arts Center Renovations	433,500	-
92264	Mackenzie Restroom (Broadway Entry)	261,547	-
92265	Erskine - MLK to East Loop 289	1,500,000	-
92266	Upgrade 800 MHZ Radio System to P25 Compliance	3,075,000	3,490,000
92272	*	800,000	-
92273	*	65,000	2,000,000
92276	*	1,655,000	-
92278	82nd and Quaker Drainage Improvements	500,000	-
92279	Pump Station Emergency Electric Generators	1,800,000	5,700,000
92280	LAH Wildlife Mitigation Area Improvements	250,000	-
92282	*	715,000	280,000
92283	*	5,930,000	-
92284	Runway 17R/35L Rehab Construction	1,945,505	-
92285	Runway 17R/35L Rehab Design	2,451,278	-
92286	Glenna Goodacre Boulevard Extension	500,000	-
92287	Llano Estacado Lake Improvements	414,169	466,212
92288	Hoel Park Walking Track	380,000	-
92289	98th Street - University Avenue to US 87	1,680,000	5,145,300
92290	Milwaukee - 114th Street to FM 1585	500,000	-
92291	*	300,000	-
92292	*	150,000	-
92293	*	90,000	-
92294	*	90,000	-
92295	*	150,000	-
92296	*	200,000	-
92297	*	1,307,000	-
92298	*	2,100,000	-
92299	*	1,200,000	-
92300	*	2,300,000	-
92301	*	400,000	-
92302	*	250,000	-
92303	*	600,000	-
92304	*	175,000	-
92305	*	550,000	-
92306	*	460,000	-

Exhibit D - Capital Program Summary

Project Number	Project Name	Appropriation to Date	Appropriation FY 2013-14
92307	Animal Shelter Expansion	\$ 750,000	450,000
92308	Landfill Improvements	132,000	-
92309	Permitting and Land Use System	660,000	-
92310	South Lubbock Sanitary Sewer System Expansion Phase II	2,000,000	1,000,000
92311	SEWRP Emergency Generator and Switch Gear	450,000	1,500,000
92312	Bailey County Well Field Disinfection System	1,000,000	-
92313	Pump Station Disinfection System	1,000,000	-
92314	*	200,000	-
92315	*	35,000	-
92316	*	95,000	-
92317	*	150,000	-
92318	Canyon Lakes Sanitary Sewer Mains Rehabilitation	1,500,000	-
92319	*	1,000,000	6,300,000
92320	*	500,000	350,000
92322	Erskine Street - Indiana Avenue to Quaker Avenue	200,000	-
92323	Facility Renovations/Upgrades	-	1,835,370
92324	Document Management System	-	231,574
92325	Runway 17R/35L Construction Phase II	-	26,522,369
92326	Auditorium Air Handler Unit Replacement	-	432,000
92327	Mose Hood Park Restroom	-	300,000
92328	Aztlan Mural Shelter	-	135,000
92329	Codes and Environmental Health Software Replacement	-	250,000
92330	*	-	1,500,000
92331	*	-	250,000
92332	*	-	250,000
92333	*	-	4,850,000
92334	*	-	1,500,000
92335	*	-	3,500,000
92336	*	-	1,100,000
92337	*	-	2,400,000
92338	*	-	200,000
92339	*	-	2,400,000
92340	*	-	1,450,000
92341	*	-	105,000
92342	*	-	38,250
92343	*	-	1,419,000
92344	*	-	100,000
92345	*	-	75,000
92346	*	-	190,000
92347	*	-	220,000
92348	New Fire Station No. 1	-	330,000
92349	Communications System Expansion	-	350,000
92350	Southside Office Building Expansion	-	275,380
92351	Office/Warehouse Replacement Facility - Wastewater	-	1,250,000
92352	Taste and Odor Control	-	100,000
92353	South Lubbock Water Treatment Plant	-	1,000,000
92354	Electrical Distribution Oil Contact Recloser Units	-	250,000
92355	Office/Warehouse Facility Replacement - Water	-	1,250,000
2012029	Land Application Closure Evaluation	-	-
2012045	*	-	-

Exhibit D - Capital Program Summary

Project Number	Project Name	Appropriation to Date	Appropriation FY 2013-14
2013017	Aircraft Rescue and Fire Fighting Facility	\$ -	-
2013023	Wastewater Indirect Reuse Evaluation	-	-
2013035	98th and Indiana Drainage Improvements	-	-
Total Appropriation		\$ 540,306,942	165,541,936

- * These are Lubbock Power and Light capital projects and NERC Compliance rules prohibit the release to the public of any information that could possibly be used to plan or carry out a terrorist attack on the electric system and this includes the title of capital projects.

Exhibit D - Capital Program Summary

Funding Source	Funding to Date	FY 2013-14
1991 Electric Light & Revenue Bonds	\$ 82,543	-
1999 Tax & Waterworks Revenue Certificates of Obligation	453,457	-
2001 General Obligation Bonds	483,504	-
2001 LP&L Revenue Bonds	115,917	-
2002 Tax & Waterworks Revenue Certificates of Obligation	1,190,000	-
2003 General Obligation Bonds	16,496	-
2003 Stormwater Certificates of Obligation	36,438,910	-
2003 Tax and Waterworks Revenue Certificates of Obligation	3,662,713	-
2003 Wastewater Revenue Certificates of Obligation	46,543	-
2004 Tax and Waterworks Certificates of Obligation	175,877	-
2005 General Obligation Bonds	136,606	-
2005 Wastewater Revenue Certificates of Obligation	2,804,766	-
Airport Fund Pay-As-You-Go	865,500	-
Civic Center Capital Project Fund	-	432,000
Developer Participation	1,500,000	-
Federal Grant Funding	4,726,904	23,870,132
FY 2006 Airport Revenue Certificates of Obligation	37,594	-
FY 2006 LP&L Certificates of Obligation	367,853	-
FY 2006 Stormwater Certificates of Obligation	8,100,000	-
FY 2006 Tax Supported Certificates of Obligation	835,255	-
FY 2006 Wastewater Revenue Certificates of Obligation	9,179,433	-
FY 2006 Water Revenue Certificates of Obligation	6,770,255	-
FY 2007 10-year Tax Supported Certificates of Obligation	555,000	-
FY 2007 10-Year Wastewater Revenue Certificates of Obligation	1,547,699	-
FY 2007 Airport Revenue Certificates of Obligation	161,502	-
FY 2007 General Obligation Bonds	5,651	-
FY 2007 Stormwater Revenue Certificates of Obligation	4,156,896	-
FY 2007 Tax Supported Revenue Certificates of Obligation	840,880	-
FY 2007 TIF Revenue Certificates of Obligation	29,175	-
FY 2007 Wastewater Revenue Certificates of Obligation	529,617	-
FY 2007 Water Revenue Certificates of Obligation	2,750,802	-
FY 2008 10-Year Water Revenue Certificates of Obligation	679,392	-
FY 2008 Gateway Streets Revenue Certificates of Obligation	765,695	-
FY 2008 General Obligation Bonds	421	-
FY 2008 LP&L Certificates of Obligation	190,789	-
FY 2008 Stormwater Revenue Certificates of Obligation	7,311,090	-
FY 2008 Tax Supported Revenue Certificates of Obligation	690,301	-
FY 2008 TIF Revenue Certificates of Obligation	676,105	-
FY 2008 Wastewater Revenue Certificates of Obligation	9,517,113	-
FY 2008 Water Revenue Certificates of Obligation	5,217,637	-
FY 2009 10-Year Water Revenue Certificates of Obligation	3,945,350	-
FY 2009 Gateway Streets Revenue Certificates of Obligation	8,121,637	828,607
FY 2009 General Fund Pay-As-You-Go	185,951	-
FY 2009 General Obligation Bonds	1,109,288	-
FY 2009 LP&L Certificates of Obligation	1,100,006	-
FY 2009 LP&L Pay-As-You-Go	980,984	-
FY 2009 Solid Waste Pay-As-You-Go	211,997	-
FY 2009 Storm Water Pay-As-You-Go	754,840	-
FY 2009 Storm Water Revenue Certificates of Obligation	1,900,000	-
FY 2009 Tax Supported Revenue Certificates of Obligation	907,349	-
FY 2009 TIF Revenue Certificates of Obligation	41,731	-
FY 2009 Wastewater Pay-As-You-Go	1,920,333	-
FY 2009 Water Pay-As-You-Go	655,785	-
FY 2009 Water Revenue Certificates of Obligation	2,471,000	-
FY 2010 10-Year Wastewater Revenue Certificates of Obligation	767,209	-

Exhibit D - Capital Program Summary

Funding Source	Funding to Date	FY 2013-14
FY 2010 10-Year Water Revenue Certificates of Obligation	\$ 1,384,485	-
FY 2010 Airport Pay-As-You-Go	413,498	-
FY 2010 CBD TIF Revenue Certificates of Obligation	-	27,852
FY 2010 Gateway Streets Revenue Certificates of Obligation	1,893,805	1,485,973
FY 2010 General Fund Pay-As-You-Go	44,824	-
FY 2010 General Obligation Bonds	13,997,000	2,048,074
FY 2010 LP&L Certificates of Obligation	1,247,716	-
FY 2010 LP&L Pay-As-You-Go	7,720,489	-
FY 2010 Storm Water Pay-As-You-Go	100,000	-
FY 2010 Storm Water Revenue Certificates of Obligation	1,525,000	-
FY 2010 TIF Revenue Certificates of Obligation	20	-
FY 2010 Wastewater Pay-As-You-Go	335,000	-
FY 2010 Wastewater Revenue Certificates of Obligation	3,202,725	-
FY 2010 Water Pay-As-You-Go	150,000	-
FY 2010 Water Revenue Certificates of Obligation	76,631,190	-
FY 2011 10-Year Certificates of Obligation	9,201,970	-
FY 2011 10-Year Wastewater Revenue Certificates of Obligation	750,000	-
FY 2011 10-Year Water Revenue Certificates of Obligation	9,022,000	-
FY 2011 Airport Pay-As-You-Go	762,406	-
FY 2011 CBD TIF Revenue Certificates of Obligation	1,500,000	-
FY 2011 Gateway Streets Revenue Certificates of Obligation	5,379,918	1,270,372
FY 2011 General Fund Pay-As-You-Go	1,883,839	-
FY 2011 General Obligation Bonds	13,755,000	-
FY 2011 LP&L Pay-As-You-Go	3,840,000	-
FY 2011 PFC Revenue Certificates of Obligation	439,679	13,791
FY 2011 Solid Waste Pay-As-You-Go	960,693	-
FY 2011 Storm Water Pay-As-You-Go	750,000	-
FY 2011 Storm Water Revenue Certificates of Obligation	2,972,225	-
FY 2011 Tax Supported Revenue Certificates of Obligation	2,544,362	-
FY 2011 Wastewater Pay-As-You-Go	545,000	-
FY 2011 Wastewater Revenue Certificates of Obligation	44,880,000	-
FY 2011 Water Pay-As-You-Go	150,000	-
FY 2011 Water Revenue Certificates of Obligation	5,529,631	-
FY 2012 10-Year Certificates of Obligation	9,339,999	-
FY 2012 10-Year Wastewater Revenue Certificates of Obligation	500,000	-
FY 2012 10-Year Water Revenue Certificates of Obligation	2,200,000	-
FY 2012 Airport Pay-As-You-Go	775,000	-
FY 2012 General Fund Pay-As-You-Go	72,190	-
FY 2012 General Obligation Bonds	10,250,000	365,210
FY 2012 LP&L Pay-As-You-Go	5,167,000	-
FY 2012 Storm Water Pay-As-You-Go	1,000,000	-
FY 2012 Storm Water Revenue Certificates of Obligation	34,425,918	-
FY 2012 Tax Supported Revenue Certificates of Obligation	1,891,831	-
FY 2012 Transfer from Cemetery Fund	71,375	-
FY 2012 Wastewater Pay-As-You-Go	301,517	-
FY 2012 Wastewater Revenue Certificates of Obligation	9,321,659	-
FY 2012 Water Pay-As-You-Go	800,000	-
FY 2012 Water Revenue Certificates of Obligation	13,300,000	-
FY 2013 10-Year Certificates of Obligation	2,825,000	-
FY 2013 10-Year LP&L Revenue Bonds	12,520,000	-
FY 2013 10-Year Tax Revenue Certificates of Obligation	9,604,072	-
FY 2013 10-Year Wastewater Revenue Certificates of Obligation	2,450,000	-
FY 2013 Airport Pay-As-You-Go	775,000	-
FY 2013 CBD TIF Pay-As-You-Go	800,000	-
FY 2013 General Fund Pay-As-You-Go	1,363,964	-
FY 2013 General Obligation Bonds	7,975,000	-

Exhibit D - Capital Program Summary

Funding Source	Funding to Date	FY 2013-14
FY 2013 LP&L Pay-As-You-Go	\$ 4,874,000	-
FY 2013 LP&L Revenue Bonds	1,500,000	-
FY 2013 Solid Waste Pay-As-You-Go	132,000	-
FY 2013 Storm Water Pay-As-You-Go	970,000	-
FY 2013 Storm Water Revenue Certificates of Obligation	5,253,961	-
FY 2013 Tax Supported Revenue Certificates of Obligation	1,260,632	-
FY 2013 Wastewater Pay-As-You-Go	695,000	-
FY 2013 Wastewater Revenue Certificates of Obligation	32,099,779	-
FY 2013 Water Pay-As-You-Go	420,000	-
FY 2014 10-Year Certificates of Obligation	-	3,490,000
FY 2014 10-Year Tax Revenue Certificates of Obligation	-	9,922,300
FY 2014 10-Year Wastewater Revenue Certificates of Obligation	-	1,226,517
FY 2014 10-Year Water Revenue Certificates of Obligation	-	1,250,000
FY 2014 Airport Pay-As-You-Go	-	775,000
FY 2014 CBD TIF Revenue Certificates of Obligation	-	2,472,148
FY 2014 Fleet Pay-As-You-Go	-	200,000
FY 2014 Gateway Streets Revenue Certificate of Obligation	-	1,560,348
FY 2014 General Fund Pay-As-You-Go	-	5,105,807
FY 2014 LP&L Pay-As-You-Go	-	10,789,250
FY 2014 LP&L Revenue Bonds	-	20,750,000
FY 2014 PFC Revenue Certificates of Obligation	-	2,638,446
FY 2014 Solid Waste Revenue Certificates of Obligation	-	275,380
FY 2014 Storm Water Pay-As-You-Go	-	350,000
FY 2014 Storm Water Revenue Certificates of Obligation	-	-
FY 2014 Tax Supported Revenue Certificates of Obligation	-	2,993,163
FY 2014 Wastewater Pay-As-You-Go	-	-
FY 2014 Wastewater Revenue Certificates of Obligation	-	42,890,000
FY 2014 Water Pay-As-You-Go	-	750,000
FY 2014 Water Revenue Certificates of Obligation	-	25,500,000
Gateway Capital Project Fund	3,655,160	-
General Capital Project Fund	924,641	53,400
General Fund Pay-As-You-Go	694,009	-
Grant Funding	15,000	-
Hotel Motel Tax Funding	3,650,000	475,000
Internal Service Fund Pay-As-You-Go	35,000	-
LAH Repair/Replacement Fund	505,889	-
LP&L Pay-As-You-Go	490,000	-
Public Works Capital Project Fund	200,000	-
Radio Shop Fund Pay-As-You-Go	222,435	-
Solid Waste Utility Pay-As-You-Go	98,200	-
Stormwater Utility Pay-As-You-Go	598,000	-
Transfer from Solid Waste Capital Project Fund	-	259,683
TXDOT Participation	558,267	-
Wastewater Capital Project Fund	-	1,473,483
Wastewater Pay-As-You-Go	1,000,000	-
Water Utility Pay-As-You-Go	523,618	-
Total Funding	\$ 540,306,942	165,541,936

Exhibit E - Master Lease Vehicle Replacement Schedule

General Fund	No. of Items	Life	Replacement	Cost
Animal Services	1	7	3/4 Ton Pickup w/Utility Bed	\$ 46,350
Animal Services	1	7	3/4 Ton Pickup w/Utility Bed	46,350
Animal Services	1	7	1/2 Ton 4x4 Pickup	23,551
Codes Administration	1	7	3/4 Ton Pickup	22,631
Facilities Management	1	7	1/2 Ton Pickup	21,067
Fire Equip Maintenance	1	7	3/4 Ton Crew Cab Pickup	57,350
Fire Equip Maintenance	1	7	3/4 Ton Ext Cab w/ Utility Bed 4x4	36,283
Fire Equip Maintenance	1	7	3/4 Ton Ext Cab Pickup 4x4	29,985
Fire Equip Maintenance	1	10	Aerial Device	775,000
Fire Equip Maintenance	1	10	100 Ft. Platform	1,050,000
Indoor Recreation	1	7	Passenger Van	24,947
Park Development	1	7	1/2 Ton 4X4 Crew Cab Pickup	28,014
Park Maintenance	1	10	Loader	170,000
Park Maintenance	1	10	Dump Truck	155,000
Park Maintenance	1	7	1 Ton Cab & Chassis	27,253
Park Maintenance	1	7	1 Ton Flat Bed	26,407
Park Maintenance	1	7	1/2 Ton Ext Cab Pickup	21,067
Park Maintenance	1	7	1/2 Ton Ext Cab Pickup	21,067
Park Maintenance	1	7	1/2 Ton Ext Cab Pickup	21,067
Park Maintenance	1	7	3/4 Ton Pickup, Lift Gate	29,864
Park Maintenance	1	7	3/4 Ton Pickup	26,065
Park Maintenance	1	7	3/4 Ton Pickup, Lift Gate	29,864
Park Maintenance	1	7	Single Rear Wheel w/Utility Body	32,000
Park Maintenance	1	10	Trailer	7,000
Park Maintenance	2	7	UTV	26,000
Police Administration	1	5	4-Door Sedan	31,853
Police Administration	1	5	4-Door Sedan	31,853
Police Administration	1	5	4-Door Sedan	31,853
Police Investigations	1	5	4-Door Sedan	36,153
Police Investigations	1	5	4-Door Sedan	36,153
Police Investigations	1	5	4-Door Sedan	36,153
Police Investigations	1	5	4-Door Sedan	36,153
Police Investigations	1	5	4-Door Sedan	36,153
Police Investigations	1	5	4-Door Sedan	36,153
Police Investigations	1	5	4-Door Sedan	36,153
Police Investigations	1	5	4-Door Sedan	36,153
Police Investigations	1	5	4-Door Sedan	36,153
Police Investigations	1	5	4-Door Sedan	36,153
Police Investigations	1	5	4-Door Sedan	36,153
Police Investigations	1	5	SUV	36,153
Police Investigations	1	5	SUV	36,153
Police Investigations	1	5	4-Door Sedan	36,153
Police Investigations	10	5	4-Door Sedan	344,330
Police Investigations	1	10	Crime Scene Response Vehicle	\$ 50,000

Exhibit E - Master Lease Vehicle Replacement Schedule

	No. of Items	Life	Replacement	Cost
Street Cleaning	1	7	Sweeper	235,000
Wastewater Collection	1	1	Vac-Con Truck	310,000
Wastewater Collection	1	1	3/4 Ton Van	23,625
Wastewater Collection	1	1	Hydro-Cleaner	177,975
Wastewater Collection	1	7	1 Ton C&C	29,958
Water Dist & Maint	1	7	INTL 440 SBA Crew Truck	96,000
Water Dist & Maint	1	7	INTL 440 SBA Crew Truck	96,000
Water Dist & Maint	1	7	Case Backhoe 580SM	82,000
Water Dist & Maint	1	7	INTL 440 SBA Crew Truck	96,000
Water Dist & Maint	1	7	Case Backhoe 580SM	82,000
Water Dist & Maint	1	7	CASE 580SM Backhoe	82,000
Water Meter & Cust Svc	1	7	SUV 4x4	27,997
Water Meter & Cust Svc	1	7	SUV 4x4	27,997
Water Production	1	10	Water Truck	100,000
Water Production	1	7	3/4 Ton Pickup, 4 X 4	29,864
Water Production	1	7	Utility Body Flat Bed	27,065
Water Reservoir	1	10	Grader	195,000
				\$ 6,112,472
Internal Service Funds				
Information Technology	1	7	1/2 Ton Cargo Van	\$ 18,451
				\$ 18,451
TOTAL ALL FUNDS				\$ 12,363,577

Exhibit F - Master Lease Equipment Replacement Schedule

GENERAL FUND	No. of		Replacement Request	Replacement	
	Items	Life			Cost
Fire Suppression	70	10	Carbon Fiber 30-min SCBA Air Cylinders	\$	64,400
Fire Suppression	5	10	Carbon Fiber 60-min SCBA Air Cylinders		7,000
Fire Suppression	2	10	Thermal Imaging Cameras		20,000
Patterson Library	1	5	Self-Check Machine		21,970
TOTAL GENERAL FUND					113,370
INTERNAL SERVICE FUNDS					
Information Technology	4	3	Dell Latitude E6420 XFR's		17,760
Information Technology	5	3	HO Z220 SFF Workstations		3,953
Information Technology	1	3	HP Laserjet M401N		285
Information Technology	280	3	Desktops for Workstation Replacement		210,000
Information Technology	58	3	Laptops for Workstation Replacement		58,000
Information Technology	18	3	Docked Laptops		21,600
Information Technology	24	3	GIS Workstations		64,800
Information Technology	10	5	Replace Core Data Center Switches to 10 Gbps Ethernet		50,000
Information Technology	20	5	Replace Core Network Switches to 10 Gbps Ethernet		50,000
Information Technology	1	5	Replace Storage Area Network		230,000
GIS and Data Svices	1	5	HP Design Jet 6100 Plotter		19,657
GIS and Data Svices	1	5	Fujitsu fi-6770 Duplex Document Scanner		5,899
Radio Shop	65	3	XG75 Portable Radio		190,126
Radio Shop	14	3	M5300 Mobile Radio		47,408
Radio Shop	40	3	P5500 Portable Radio		117,000
Radio Shop	35	3	XG75 Portable Radio		109,858
TOTAL INTERNAL SERVICE FUNDS					1,196,346
TOTAL EQUIPMENT REPLACEMENT				\$	1,309,716

Exhibit G - Non-Exempt Pay Plan

Grade	Minimum	1st Q	2nd Q	3rd Q	Maximum
922	\$ 39,091.52	45,445.92	51,798.24	58,150.56	64,502.88
921	35,547.20	41,348.32	47,151.52	52,952.64	58,755.84
920	32,296.16	37,610.56	42,922.88	48,235.20	53,549.60
919	29,637.92	34,536.32	39,434.72	44,333.12	49,229.44
918	27,185.60	31,707.52	36,231.52	40,753.44	45,277.44
917	25,022.40	29,217.76	33,411.04	37,604.32	41,797.60
916	22,954.88	26,832.00	30,707.04	34,582.08	38,459.20
915	21,342.88	24,972.48	28,604.16	32,235.84	35,865.44
914	19,953.44	23,364.64	26,773.76	30,182.88	33,592.00
913	18,659.68	21,864.96	25,070.24	28,275.52	31,480.80
912	17,432.48	20,454.72	23,479.04	26,501.28	29,523.52
911	16,479.84	19,279.52	22,081.28	24,880.96	27,682.72

Exhibit G - Exempt Pay Plan

Grade		Minimum	1st Q	2nd Q	3rd Q	Maximum
624	\$	64,708.80	75,004.80	85,300.80	95,598.88	105,894.88
623		57,776.16	67,005.12	76,232.00	85,458.88	94,684.84
622		51,592.32	59,872.80	68,151.20	76,431.68	84,710.08
621		46,069.92	53,491.36	60,912.80	68,334.24	75,755.68
620		41,117.44	47,788.00	54,458.56	61,129.12	67,799.68
619		36,890.88	42,900.00	48,911.20	54,922.40	60,933.60
618		33,525.44	39,027.04	44,526.56	50,026.08	55,527.68
617		31,048.16	36,167.04	41,288.00	46,406.88	51,527.84

Exhibit G - Salary Band Pay Plan

		Minimum	Midpoint	Maximum
Band A	\$	74,259.00	168,884.89	263,510.77
Band B		57,122.31	113,502.23	169,882.14
Band C		39,985.62	75,284.81	110,584.00
Band D		22,848.92	43,309.31	63,769.70
Band E		17,163.70	32,664.31	48,164.92

Exhibit G - Part Time Pay Plan

Grade	A	B	C
811	\$ 11.65	11.95	12.25
810	10.90	11.20	11.50
809	10.20	10.50	10.80
808	9.55	9.80	10.05
807	8.95	9.20	9.45
806	8.40	8.60	8.80
805	7.90	8.10	8.30
804	7.40	7.60	7.80
803	7.25	7.25	7.25
802	7.25	7.25	7.25
801*	7.25		

* Seasonal part-time only

Exhibit G - Police Pay Plan

Steps	Annual		Annual		Annual		Annual		Annual		Annual							
	Cadet	Entry Level I	Entry Level II	Patrol Officer	Corporal	Sergeant	Lieutenant	Captain	Asst. Chief	PNCSP	PNCEI	PNCE2	PCSI	PCS2	PCS3	PCS4	PCS5	PCS6
A	\$ 43,910.88	45,483.36	47,875.36	50,752.00	63,822.72	69,557.28	77,561.12	86,573.76	98,342.40									
B				53,894.88	64,987.52	70,867.68	80,943.20	91,178.88	106,260.96									
C				57,191.68	66,254.24	72,259.20	82,521.92	92,990.56	114,689.12									
D				60,850.40														

Steps	Hourly		Hourly		Hourly		Hourly		Hourly		Hourly	
	Cadet	Entry Level I	Entry Level II	Patrol Officer	Corporal	Sergeant	Lieutenant	Captain	Asst. Chief	PNCSP	PNCEI	PNCE2
A	\$ 21.111	21.867	23.017	24.400	30.684	33.441	37.289	41.622	47.280			
B				25.911	31.244	34.071	38.915	43.836	51.087			
C				27.496	31.853	34.740	39.674	44.707	55.139			
D				29.255								

Progression in each pay grade is based on seniority in that pay grade. Seniority is defined as the total time of employment as a police officer for the City of Lubbock. Time-off for disciplinary suspension does not constitute a loss of seniority time, nor does it constitute a break in service. The time involved in "move-up" is also not included. It does mean all years of service as an officer with the City of Lubbock, whether interrupted or uninterrupted, and not merely the last continuous period of service. Seniority credit shall be figured to five decimal places.

All employees start at Entry Level I, grade PNC(E1). Employees progress to Entry Level II, grade PNC(E2) upon 12 months of continuous service with the Lubbock Police Department at Entry Level I. Employees progress to grade PCS1 upon six months of continuous service with the Lubbock Police Department at Entry Level II. Police Officers then progress through steps in PCS1 annually. Progress from Step A to Step C in the other grades requires two years in each step. However, if the anniversary date occurs during the last half of the pay period, the increase does not become effective until the beginning of the next pay period.

Note: A probationary period of 18 months begins on the first day of employment with the department as a classified employee unless the employee is already certified as a Peace Officer by Texas Commission of Law Enforcement Officer Standards and Education at that time. In this case the probationary period is 12 months. Upon completion of 12 months, a certified Peace Officer attains Civil Service status and receives longevity pay; however the employee does not advance to Police Officer, PCS1 until completion of 6 months as Entry Level II as indicated above.

Biweekly rate = Hourly rate * 80. Annual rate = Biweekly rate * 26. Monthly rate = Annual rate / 12.

Exhibit G - Fire Pay Plan (40 Hour Shifts)

Steps	Probationary Fire Fighter FNCS1	Fire Fighter FCS1	Equipment Operator FCS2	Lieutenant FCS3	Captain FCS4	Battalion Chief FCS5	Division Chief FCS6	Deputy Chief FCS7
1	\$ 46,698.08	49,533.12	66,998.88	72,579.52	81,163.68	93,323.36	103,877.28	110,674.72
2		50,363.04	67,308.80	72,974.72	81,768.96	94,053.44	104,295.36	112,124.48
3		51,195.04	67,616.64	73,367.84	82,376.32	94,783.52	104,713.44	113,576.32
4		52,027.04	67,926.56	73,765.12	82,981.60	95,517.76	105,131.52	115,028.16
5		52,859.04	68,236.48	74,158.24	83,586.88	96,247.84	105,549.60	116,477.92
6		53,691.04	68,544.32	74,553.44	84,194.24	96,980.00	105,967.68	117,927.68
7		54,520.96	68,854.24	74,946.56	84,799.52	97,710.08	106,385.76	119,381.60
8		55,355.04	69,162.08	75,341.76	85,408.96	98,444.32	106,805.92	
9		56,187.04	69,472.00	75,739.04	86,014.24	99,174.40	107,221.92	
10		57,016.96	69,779.84	76,132.16	86,621.60	99,906.56		
11		57,848.96	70,089.76	76,527.36	87,226.88	100,636.64		
12		58,683.04	70,399.68	76,920.48	87,834.24			
13		59,512.96	70,707.52	77,315.68	88,439.52			
14		60,344.96	71,017.44	77,708.80				
15		61,179.04	71,327.36	78,106.08				
16		62,008.96	71,635.20					
17		62,840.96	71,943.04					
18		63,672.96						
19		64,504.96						
20		65,336.96						

Steps	Hourly Probationary Fire Fighter FNCS1	Hourly Fire Fighter FCS1	Hourly Equipment Operator FCS2	Hourly Lieutenant FCS3	Hourly Captain FCS4	Hourly Battalion Chief FCS5	Hourly Division Chief FCS6	Hourly Deputy Chief FCS7
1	\$ 22.451	23.814	32.211	34.894	39.021	44.867	49.941	53.209
2		24.213	32.360	35.084	39.312	45.218	50.142	53.906
3		24.613	32.508	35.273	39.604	45.569	50.343	54.604
4		25.013	32.657	35.464	39.895	45.922	50.544	55.302
5		25.413	32.806	35.653	40.186	46.273	50.745	55.999
6		25.813	32.954	35.843	40.478	46.625	50.946	56.696
7		26.212	33.103	36.032	40.769	46.976	51.147	57.395
8		26.613	33.251	36.222	41.062	47.329	51.349	
9		27.013	33.400	36.413	41.353	47.680	51.549	
10		27.412	33.548	36.602	41.645	48.032		
11		27.812	33.697	36.792	41.936	48.383		
12		28.213	33.846	36.981	42.228			
13		28.612	33.994	37.171	42.519			
14		29.012	34.143	37.360				
15		29.413	34.292	37.551				
16		29.812	34.440					
17		30.212	34.588					
18		30.612						
19		31.012						
20		31.412						

Progression in each pay grade is based on seniority in that pay grade. Seniority is defined as the total time of employment as a fire fighter for the City of Lubbock. Time-off for disciplinary suspension does not constitute a loss of seniority time, nor does it constitute a break in service. The time involved in "move-up" is also not included. It does mean all years of service as a fire fighter with the City of Lubbock, whether interrupted or uninterrupted, and not merely the last continuous period of service. Seniority credit shall be figured to five decimal places.

Employees who successfully complete one (1) year as Probationary Fire Fighter move to grade FCS1. Fire Fighters advance through each step annually in FCS1 until reaching the 20th step. Progression through the steps in the other grades also requires one year in each step. However, if the anniversary date occurs during the last half of the pay period, the increase does not become effective until the beginning of the next pay period.

Biweekly rate=Hourly rate*106. Annual rate=Biweekly rate*26. All conversions are approximate.

Exhibit G - Fire Pay Plan (Kelly Shifts)

Steps	Probationary Fire Fighter FNCS1	Fire Fighter FCS1	Equipment Operator FCS2	Lieutenant FCS3	Captain FCS4	Battalion Chief FCS5	Division Chief FCS6	Deputy Chief FCS7
1	\$ 44,197.98	46,876.81	63,410.05	68,693.30	76,815.24	88,321.54		
2		47,667.78	63,702.19	69,065.36	77,391.24	89,016.05		
3		48,453.24	63,994.32	69,440.18	77,964.49	89,707.80		
4		49,238.70	64,286.46	69,815.00	78,537.74	90,399.56		
5		50,029.67	64,581.35	70,187.06	79,110.98	91,094.07		
6		50,815.13	64,873.49	70,561.87	79,684.23	91,785.83		
7		51,600.59	65,165.62	70,933.93	80,257.48	92,477.58		
8		52,391.56	65,457.76	71,308.75	80,833.48	93,169.34		
9		53,177.02	65,752.65	71,680.81	81,406.73	93,861.10		
10		53,962.48	66,044.79	72,052.87	81,979.98	94,552.85		
11		54,753.46	66,336.92	72,424.93	82,553.23	95,247.36		
12		55,538.92	66,629.06	72,799.74	83,129.23			
13		56,324.38	66,921.20	73,174.56	83,705.24			
14		57,115.35	67,213.33	73,546.62				
15		57,900.81	67,505.47	73,921.44				
16		58,686.27	67,800.36					
17		59,477.24	68,092.50					
18		60,262.70						
19		61,048.16						
20		61,839.13						

Steps	Hourly Probationary Fire Fighter FNCS1	Hourly Fire Fighter FCS1	Hourly Equipment Operator FCS2	Hourly Lieutenant FCS3	Hourly Captain FCS4	Hourly Battalion Chief FCS5	Hourly Division Chief FCS6	Hourly Deputy Chief FCS7
1	\$ 16.037	17.009	23.008	24.925	27.872	32.047		
2		17.296	23.114	25.060	28.081	32.299		
3		17.581	23.220	25.196	28.289	32.550		
4		17.866	23.326	25.332	28.497	32.801		
5		18.153	23.433	25.467	28.705	33.053		
6		18.438	23.539	25.603	28.913	33.304		
7		18.723	23.645	25.738	29.121	33.555		
8		19.010	23.751	25.874	29.330	33.806		
9		19.295	23.858	26.009	29.538	34.057		
10		19.580	23.964	26.144	29.746	34.308		
11		19.867	24.070	26.279	29.954	34.560		
12		20.152	24.176	26.415	30.163			
13		20.437	24.282	26.551	30.372			
14		20.724	24.388	26.686				
15		21.009	24.494	26.822				
16		21.294	24.601					
17		21.581	24.707					
18		21.866						
19		22.151						
20		22.438						

Progression in each pay grade is based on seniority in that pay grade. Seniority is defined as the total time of employment as a fire fighter for the City of Lubbock. Time-off for disciplinary suspension does not constitute a loss of seniority time, nor does it constitute a break in service. The time involved in "move-up" is also not included. It does mean all years of service as a fire fighter with the City of Lubbock, whether interrupted or uninterrupted, and not merely the last continuous period of service. Seniority credit shall be figured to five decimal places.

Employees who successfully complete one (1) year as Probationary Fire Fighter move to grade FCS1. Fire Fighters advance through each step annually in FCS1 until reaching the 20th step. Progression through the steps in the other grades also requires one year in each step. However, if the anniversary date occurs during the last half of the pay period, the increase does not become effective until the beginning of the next pay period.

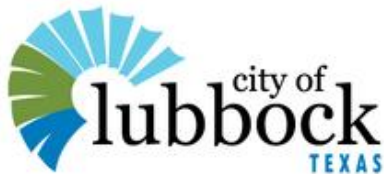
Kelly shift rate (k)=Biweekly rate (40 hour)/112. Annual rate=Biweekly rate*26. All conversions are approximate.

Exhibit H - Position Control Summary

	Budget FY 2013-14
Administrative Services	
City Attorney	14
City Council	-
City Manager	5
City Secretary	12
Facilities Management	14
Finance	29
Human Resources	6
Internal Audit	3
Total Administrative Services	83
Community Services	
Building Inspections	22
Planning	5
Total Community Services	27
Cultural and Recreation Services	
Library	36
Museums	8
Parks	80
Total Cultural and Recreation Svcs	124
Public Works	
Engineering	17
Streets	36
Traffic	36
Total Public Works	89
Public Safety and Health Services	
Animal Services	24
Fire	414
Health	20
Municipal Courts	577
Police	13
Vector Control	6
Total Public Safety and Health Services	1,054
TOTAL	1,377

Exhibit H - Position Control Summary

	Budget FY 2013-14
Internal Service Funds	
Fleet	18
Health Benefits	3
Information Technology	53
Investment Pool	1
Print Shop/Warehouse	5
Risk Management	4
Total Internal Service Funds	84
Enterprise Funds	
Airport	48
Cemetery	7
Civic Centers	27
Lake Alan Henry	1
Lubbock Power and Light	303
Solid Waste	112
Storm Water	37
Wastewater	74
Water	168
Total Enterprise Funds	777
Special Revenue Funds	
Community Development	16
Economic Development	-
Emergency Management	5
Gateway Streets	-
Juvenile Case Manager	-
Municipal Court	2
Total Special Revenue Funds	23
TOTAL CITY FUNDS	2,261



Regular City Council Meeting

6. 4.

Meeting Date: 09/10/2013

Information

Agenda Item

Resolution – Finance: Consider a resolution ratifying the adoption of the FY 2013-14 budget that raises more tax revenue than was generated in the previous year.

Item Summary

Chapter 102 of the Texas Local Government Code brings into the budget process truth-in-taxation disclosure concepts. Any budget to be enacted after September 1, 2007, that raises more property tax revenue than the previous year requires two votes by the City Council:

- a. one vote to adopt the budget; and
- b. a separate vote to ratify the property tax revenue increase reflected in the budget.

This resolution addresses (b) as required by Chapter 102 of the Texas Local Government Code.

Fiscal Impact

The FY 2013-14 Operating Budget and Capital Program raises more total property taxes than last year's budget by \$3,330,856, or 5.46 percent, and of that amount, \$1,362,253 is tax revenue to be raised from new property added to the roll this year.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Budget Ratification Resolution

RESOLUTION

WHEREAS, the City Council of the City of Lubbock has adopted an FY 2013-14 budget that will raise more property tax revenue than was generated in the previous year; and

WHEREAS, Chapter 102 of the Texas Local Government Code requires the City Council to "ratify" the adoption of a budget that will raise more property tax revenue than was generated in the prior year by a separate vote; NOW THEREFORE:

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

THAT the City Council of the City of Lubbock hereby ratifies the adoption of a FY 2013-14 budget that will raise more property tax revenue than was generated in the previous year.

Passed by the City Council this _____ day of _____, 2013.

VOTING FOR PASSAGE:

VOTING AGAINST PASSAGE:

Council members present but not voting: _____

Council members absent: _____

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



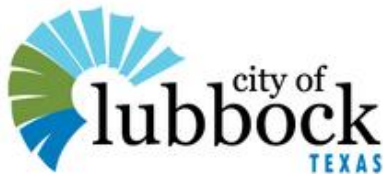
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:



Amy L. Sims, Assistant City Attorney

Res. Property Tax Revenue Ratification
8.19.13



Regular City Council Meeting

6. 5.

Meeting Date: 09/10/2013

Information

Agenda Item

Ordinance 2nd Reading - Finance: Consider Ordinance 2013-00088 setting the tax rate and levying a tax upon all property subject to taxation with the City of Lubbock for 2013.

Item Summary

On August 29, 2013, the City Council approved the first reading of the ordinance.

This is the first reading of the ordinance adopting and levying the tax rate for 2013. Prior to considering the ordinance adopting the levying of the tax rate, the City Council must consider the ordinance adopting the budget. The first reading of the ordinance adopting the budget is item 1.4 on today's agenda. The September 10, 2013, City Council agenda will include the second reading and adoption of the tax rate ordinance. The property tax rate is proposed at \$0.50441 per \$100 valuation. The tax rate is distributed as follows:

General Fund Maintenance and Operations	\$0.3608
Interest and Sinking Fund	0.11656
Economic Development	0.02705

Fiscal Impact

The General Fund Maintenance and Operations tax rate will generate \$45,565,927; the Interest and Sinking Fund tax rate will generate \$14,720,522; and the Economic Development tax rate will generate \$3,416,182.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Tax Levy Ordinance

ORDINANCE NO. _____

AN ORDINANCE SETTING THE TAX RATE AND LEVYING A TAX UPON ALL PROPERTY SUBJECT TO TAXATION WITHIN THE CITY OF LUBBOCK, TEXAS, FOR THE YEAR 2013; APPORTIONING SAID LEVY AMONG THE VARIOUS FUNDS AND ITEMS FOR WHICH REVENUE MUST BE RAISED; FIXING THE TIMES IN WHICH SAID TAXES SHALL BE PAID AND ASSESSING PENALTY AND INTEREST FOR NONPAYMENT OF SUCH TAXES WITHIN THE TIME PROVIDED.

WHEREAS, after all notices have been given and hearings held as provided by law, the City Council has determined the tax rate necessary to produce the revenue necessary to operate the affairs of the City of Lubbock for the next fiscal year; NOW THEREFORE:

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

SECTION 1. THAT there shall be levied and assessed upon all property subject to taxation within the City of Lubbock, Texas, for the year 2013 the sum of \$0.50441 per One Hundred and No/100s Dollars (\$100.00) valuation thereof and the same shall be applied to the various funds in the following manner:

\$0.11656 per \$100 valuation to the Interest and Sinking Fund.

\$0.36080 per \$100 valuation to the General Fund; and

\$0.02705 per \$100 valuation to the Economic Development Fund.

SECTION 2. THAT all ad valorem taxes shall be paid before the first day of February 2014, and taxes not paid by that time shall be increased by such penalty and interest as is provided by Chapter 18 of the Code of Ordinances of the City of Lubbock.

**THIS TAX RATE WILL RAISE MORE TAXES FOR
MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX
RATE**

**THE TAX RATE WILL EFFECTIVELY BE RAISED BY 1.65
PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND
OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$6.29.
(Based on the comparison of the Maintenance and Operations Tax Rate
which is the total of General Fund rate and Economic Development Fund
rate above, and the Effective Maintenance and Operations Tax Rate adjusted
for Sales Tax)**

AND IT IS SO ORDERED

Passed by the City Council on first reading this _____ day of _____, 2013.

VOTING FOR PASSAGE:

VOTING AGAINST PASSAGE:

Council members present but not voting: _____

Council members absent: _____

Passed by the City Council on second reading this _____ day of _____, 2013.

VOTING FOR PASSAGE:

VOTING AGAINST PASSAGE:

Council members present but not voting: _____


Council members absent: _____

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



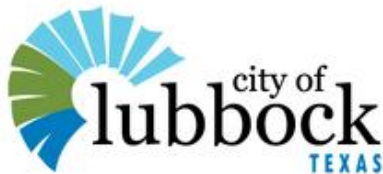
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:



Amy L. Sims
Assistant City Attorney

Tax Rate Ordinance 13-14 Final
8.23.13



Regular City Council Meeting

6. 6.

Meeting Date: 09/10/2013

Information

Agenda Item

Resolution – Finance: Consider a resolution amending the allocation of the Hotel Occupancy Tax Revenues for FY 2013-14 and distributing receipts, net collection expenses, as authorized in Chapter 351 of the Texas Tax Code.

Item Summary

Hotel occupancy tax (HOT) receipts are distributed as authorized in Chapter 351 of the Texas Tax Code as directed by the City Council.

The FY 2013-14 Operating Budget includes a change to the FY 2012-13 allocation by decreasing the percentage allocation to the Civic Centers Fund for operations and marketing to generate the same level of revenue as FY 2012-13. An additional allocation is also included for the Civic Center Renovation project for FY 2013-14.

Budgeted expenditures have increased \$1,234,585 for FY 2013-14.

The funds received from the hotel occupancy tax shall be distributed as follows:

Convention & Tourism Bureau	38.63691%
Convention & Tourism Bureau	25.27496%
Visiting Participatory & Spectator Sports Marketing	12.10454%
Civic Lubbock, Inc.	5.92120%
Buddy & Maria Elena Holly Plaza Debt Service	1.52489%
North Overton TIF Conference Center Debt Service	9.09171%
Transfer to CIP – Civic Center	7.44579%
Total	100.00000%

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

RESOLUTION

WHEREAS, the City Council of the City of Lubbock, by Ordinance No. 2002-00049, amended Subsection 18.03.001(b)(2) of the Code of Ordinances of the City of Lubbock to allow for allocation of Hotel Occupancy Tax Revenues by Resolution; and

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interest of the citizens of Lubbock to adjust the current allocation of hotel occupancy tax revenues; NOW THEREFORE,

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

1. THAT the funds received from the tax levied under Section 18.03.001(a) of the Code of Ordinances of the City of Lubbock, net of collection expenses, shall be distributed as follows:

Convention & Tourism Bureau	38.63691 percent
Civic Center Operations/Marketing	25.27496 percent
Visiting Participatory & Spectator Sports Marketing	12.10454 percent
Civic Lubbock, Inc.	5.92120 percent
Buddy & Maria Elena Holly Plaza Debt Service	1.52489 percent
North Overton TIF Conference Center Debt Service	9.09171 percent
Transfer to CIP – Civic Center	<u>7.44579 percent</u>
Total	100.00000 percent

2. THAT to the extent revenue is collected, each of the above entities will receive 100% of actual revenue at the percentage indicated.

GLEN C. ROBERTSON, MAYOR

ATTEST:

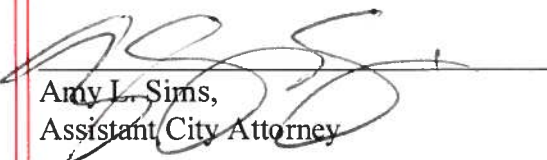
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

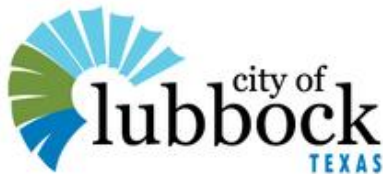


Cheryl Brock,
Executive Director of Budget

APPROVED AS TO FORM:



Amy L. Sims,
Assistant City Attorney



Regular City Council Meeting

6. 7.

Meeting Date: 09/10/2013

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance 2013-O0084, Zone Case 2816-D, a request of Tigris IX, LTD. for a zoning change from C-3 to A-2 on 9.697 acres of unplatted land out of Block E, Section 4, 1600 82nd Street.

Item Summary

Zoning Request:

A-2 for a single and two story apartment complex.

Proposed Land Use:

The proposed land use is for a new apartment complex.

Adjacent Land Uses:

N – Residential – zoned R-1 Specific Use for single family housing

S – Residential – zoned Transitional and R-1, LP&L substation and AT&T station

E – Residential/Public – zoned R-1, residential and school – Roberts Elementary

W – Residential – zoned R-1 Specific Use

Planning and Zoning Commission (P&Z) Public Hearing Notes from August 1, 2013:

Three property owners spoke in opposition to the case, of which two were in the immediate notification area. They stated they did not want an apartment complex adjacent to their property and would prefer a commercial (C-3) use versus any type of apartment complex. They stated the proponent could not do anything to appease them.

The proponent offered to provide a seven foot fence in lieu of the required six foot fence to help mitigate any concerns. Staff detailed the history of the property since 1998 and mentioned there had not been any proposed construction or zone changes on the property since 1998. In 2003 and 2005, two properties adjacent to the subject tract requested zone changes which were granted GO and A-1 to R-2 and R-2 to R-1.

Staff mentioned that the commission had a difficult decision to make taking into consideration the adjacent R-1 property owners' vested interest, while also considering market driven needs and future development.

Impact on the Comprehensive Land Use Plan (CLUP):

The property is a minor change to the CLUP. The adjacent R-1 property owners have a vested interest in the property.

Although the proposal is a reduction, to a certain extent, from some heavier C-3 uses; depending on the apartment complex's maintenance and apartment managers, they can potentially be more problematic than a commercially-g geared business.

The proposed complex will have 202 units and potentially have self contained trash pick-ups.

Typically, A-2 is reserved as a buffer district between commercial and single family. In this instance, since there would be no commercial, the A-2 with single story around the perimeter(similar to town home construction) would act as a buffer to itself. The property will meet all other A-2 requirements; which include a screening fence, 50 foot setback from the property line for two story structures, and no driveways from the alley to the proposed A-2 parcel.

P&Z Commission Recommendation:

The P&Z recommended the request with a vote of 5-1, with the following condition:

1. That the buildings adjacent to R-1 be limited to one story apartments.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager

P&Z Commission

Attachments

Ordinance - Zone Case 2816-D

Zone Case - 2816-D

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 2816-D**; A ZONING CHANGE FROM C-3 TO A-2 ZONING DISTRICT ON **9.697 ACRES OF UNPLATTED LAND OUT OF BLOCK E, SECTION 4, LUBBOCK, TEXAS**; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully compiled with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 2816-D

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from C-3 to A-2 zoning district on **9.697 acres**

of unplatted land out of Block E, Section 4, City of Lubbock, Lubbock County, Texas located at 1600 82nd Street, subject to conditions and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SUBJECT TO THE FOLLOWING CONDITIONS:

- 1. THAT the buildings adjacent to R-1 be limited to one story apartments.**

SECTION 2. THAT violation of any provisions of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



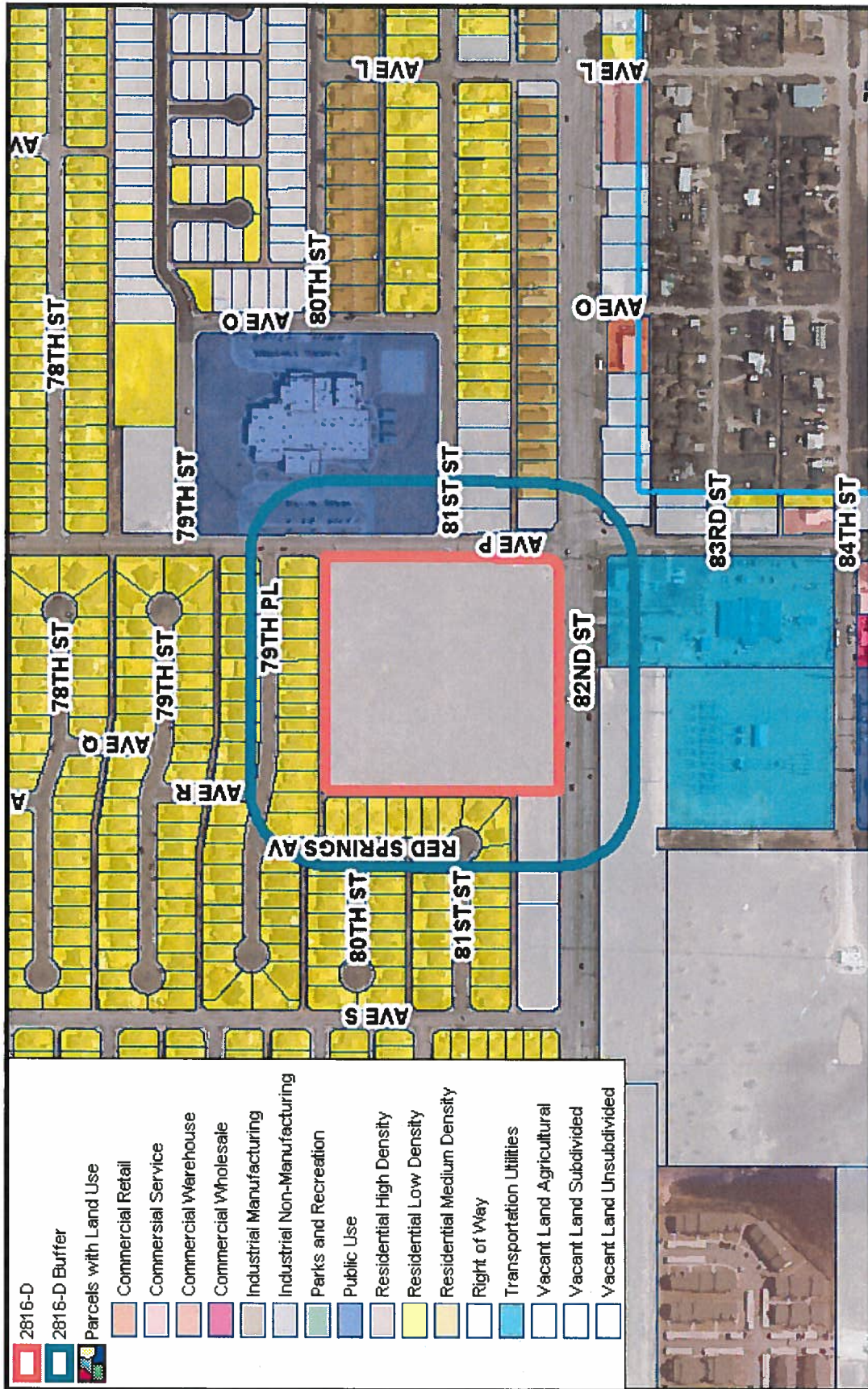
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:



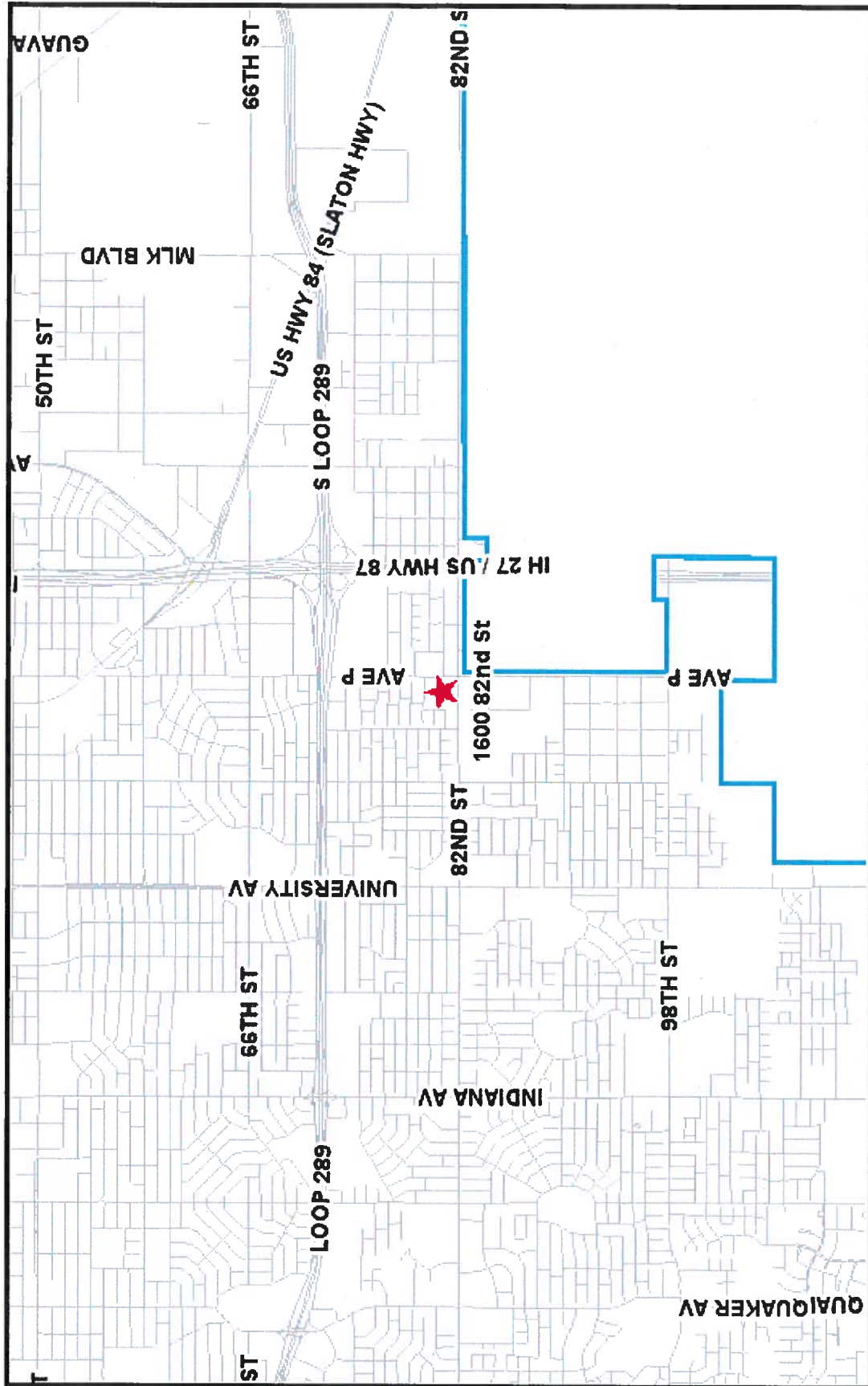
Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC2816-D
August 08, 2012

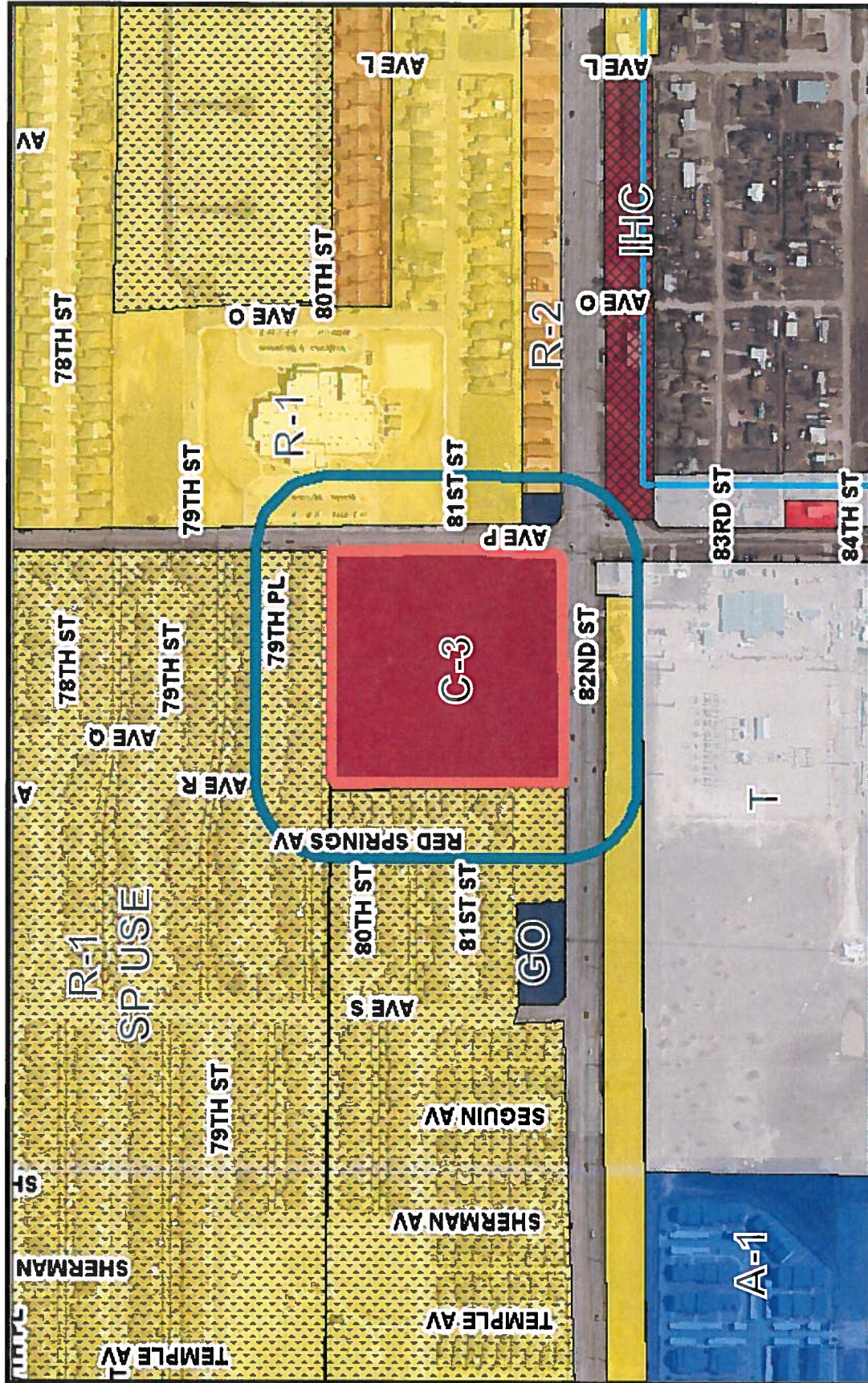


P.Z.C. Case 2816-D

Request of Tigris IX, LTD. for a zoning change from C-3 to A-2, 1600 82nd Street



P.Z.C. Case 2816-D



P.Z.C. Case 2816-D Zoning



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print)

Tigris IX, LTD.
5215 79th STREET
Lubbock TX 79424
(806) 687-8888

For

Tigris IX, LTD.
5215 79th STREET
Lubbock TX 79424
(806) 687-8888

Location or Address:

See Exhibit A attached hereto & incorporated herein

Legal Description:*

See Exhibit A attached hereto & incorporated herein 82nd + AM

Existing Land Use:

VACANT UNPLATTED LAND

Existing Zoning:

C-3

Acreage or Square Footage of Property:

9.697 acres

Zoning Requested:

A-2

Proposed Development:

Multi-Family Apartment Complex

If property is not subdivided, will preliminary plat be submitted?

Yes No [checked]

Applicant's Signature

[Signature]

Date

6-24-2013

Filing Fee:

\$501.09

(\$475.00 for the first acre; \$3.00 for each additional acre; \$165 for Non-Profit)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

receipt 17782 ck# 91869 For City Use Only MJB, MAP 19

Zone Case No.: 2916-D

Agenda No.:

Request for zoning change from: C-3

To: A2

9.697 acres of UNPLATTED land out of Block E Section 4

on Lot(s):

Block(s):

Subdivision:

Address: 1500 82nd St

EXHIBIT A

Location Address:

The Lubbock Central Appraisal District denotes the address as 1600 82nd Street, Lubbock, Texas provided; however, it is believed the property does not technically have a legal address assigned as the Property has not been duly platted.

Legal Description:

METES AND BOUNDS DESCRIPTION of a 9.697 acre tract of land located in Section 4, Block E, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap found in the North right-of-way line of 82nd Street as described in Volume 6157, Page 106 of the Real Property Records of Lubbock County, Texas, which bears N. 00°04'12" W. a distance of 82.19 feet and S. 89°56'17" W. a distance of 67.70 feet from the Southeast corner of Section 4, Block E, Lubbock County, Texas;

THENCE S. 89°56'17" W., along said North right-of-way line, a distance of 616.11 feet to a 1/2" iron rod with cap set in the East line of a 20 foot alley as described in Volume 6958, Page 94 of the Real Property Records of Lubbock County, Texas for the Southwest corner of this tract, from whence a found 1/2" iron rod with cap bears S. 89°56'17" W. a distance of 10.00 feet;

THENCE N. 00°01'51" W., along said East alley line, a distance of 640.20 feet to a 1/2" iron rod with cap set for the most Westerly Northwest corner of this tract;

THENCE N. 44°57'13" E., continuing along said East alley line, a distance of 14.15 feet to a 1/2" iron rod with cap set in the South line of said 20 foot alley for the most Northerly Northwest corner of this tract;

THENCE N. 89°56'17" E., along said South alley line, a distance of 641.37 feet to a 1/2" iron rod with cap found in the West right-of-way line of Avenue "P" as described under County Clerk File No. 2007023000 of the Official Public Records of Lubbock County, Texas for the Northeast corner of this tract;

THENCE S. 00°04'12" E., along said West right-of-way line, a distance of 395.30 feet to a 1/2" rod found at a point of intersection;

THENCE S. 02°02'52" W., continuing along said West right-of-way line, a distance of 150.10 feet to a 1/2" rod found at a point of intersection;

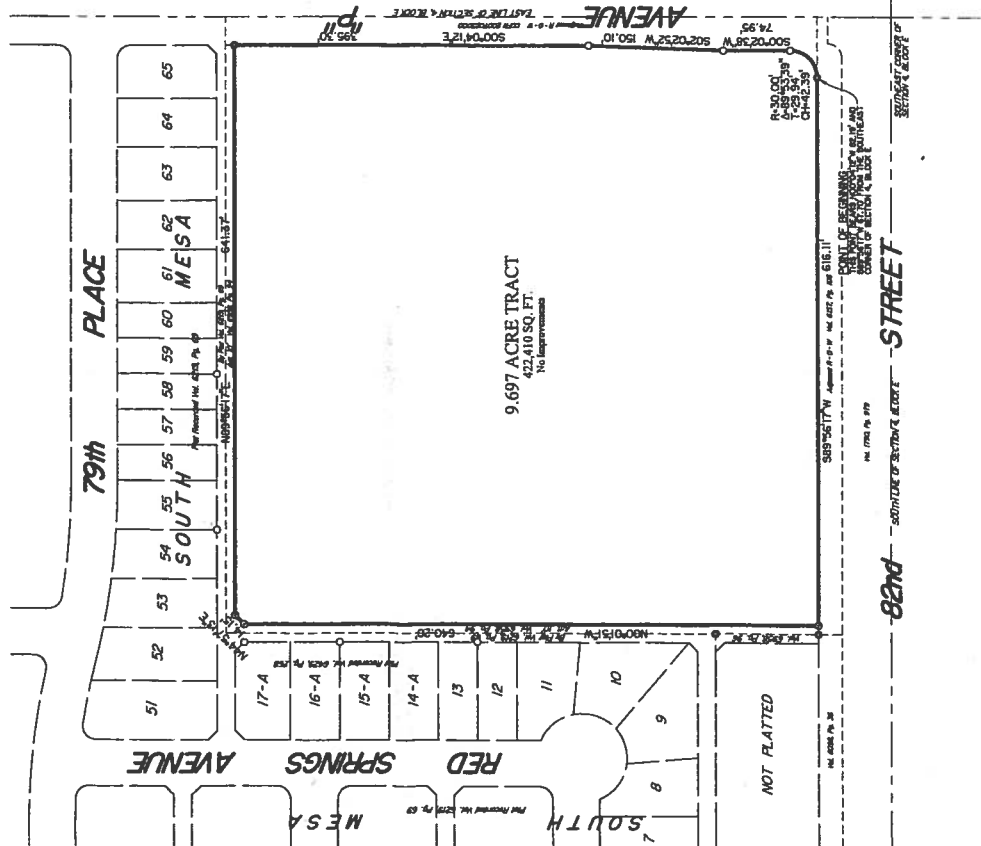
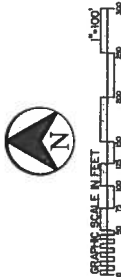
THENCE S. 00°02'38" W., continuing along said West right-of-way line, a distance of 74.95 feet to a 1/2" rod found at a point of curvature;

THENCE Southwesterly continuing along said West right-of-way line, around a curve to the right, said curve having a radius of 30.00 feet, a central angle of 89°53'39", tangent lengths of 29.94 feet and a chord distance of 42.39 feet to the Point of Beginning.

Contains: 422,410 square feet.

PREPARED FOR ZONE CHANGE DESCRIPTION PURPOSES ONLY.

PERIMETER SURVEY OF A 9.697 ACRE TRACT
 LOCATED IN
SECTION 4, BLOCK E
 LUBBOCK COUNTY, TEXAS



NOTES:
 HEAVY LINES INDICATE PLAT LIMITS.
 CONTROL MONUMENTS AS FOUND AND SHOWN.
 ● - SET 1/2" IRON ROD WITH CAP
 ○ - FOUND 1/2" IRON ROD WITH CAP
 130472/8/06 (GB)

METES AND BOUNDS DESCRIPTION of a 9.697 acre tract of land located in Section 4, Block E, Lubbock County, Texas, being further described as follows:

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THENCE S. 89°56'17" W., along said North right-of-way line, a distance of 616.11 feet to a 1/2" iron rod with cap set in the East line of a 2.00 foot alley as described in Volume 6938, Page 94 of the Real Property Records of Lubbock County, Texas for the Southwest corner of this tract, from whence a found 1/2" iron rod with cap bears S. 89°56'17" W., a distance of 10.00 feet;

THENCE N. 00°04'12" W., along said East alley line, a distance of 640.20 feet to a 1/2" iron rod with cap set for the most Westerly Northwest corner of this tract;

THENCE N. 44°57'13" E., continuing along said East alley line, a distance of 14.15 feet to a 1/2" iron rod with cap set in the South line of said 20 foot alley for the most Northerly Northwest corner of this tract;

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THENCE S. 00°02'38" W., continuing along said West right-of-way line, a distance of 74.95 feet to a 1/2" rod found at a point of curvature;

THENCE Southwesterly continuing along said West right-of-way line, around a curve to the right, said curve having a radius of 30.00 feet, a central angle of 89°53'39", tangent lengths of 29.94 feet and a chord distance of 42.39 feet to the Point of Beginning.

Bearings are relative to the North right-of-way line of 82nd Street, previously surveyed and recognized as being S. 89°56'17" W.

Contains: 422,410 square feet.

This survey and all information herein is for the exclusive use of Trinity Church and shall not be copied or used except for the purpose for which it is expressly furnished.

Surveyed on the ground.

April 21, 2013

Brent Carroll
 Registered Professional Land Surveyor

No. 5410 State of Texas

TITLE COMMITMENT

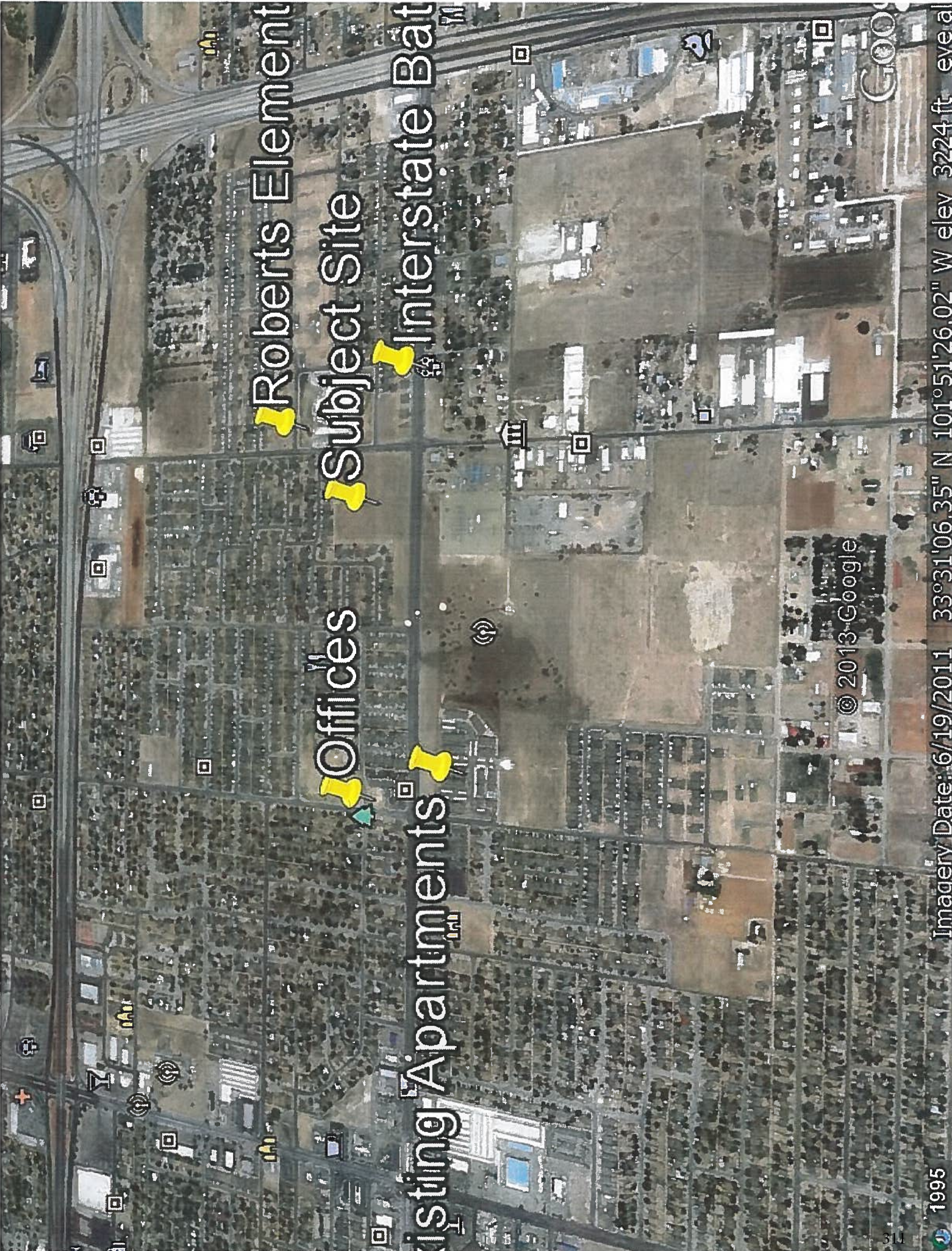
Encumbrance information shown on this survey was taken from title commitment provided by Western Title Company as agent for Allstate Title Insurance Company, Title Policy GP No. 72252 with an issue date of April 18, 2013. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property. Schedule "B" Item 10. a. has been noted on above herein as to the extent it may encumber the property. Surveyor represents no warranty as to the correctness or sufficiency of the remaining items listed in the commitment and this is beyond the scope of Surveyor's services under certification.

The title commitment calls for this tract to be subject to a 15' wide easement for underground facilities granted to Southwestern Bell Telephone Co. as described in Volume 1440, Page 668 of the Deed Records of Lubbock County, Texas. This easement appears to be located within the current 82nd Street right-of-way, the exact location could not be determined by record description.

[Signature]

WARNING
 This plat is invalid unless it bears an original signature across an embossed seal.

HR ALSO FEED
 LAND SURVEYORS AND ASSOCIATES, INC.
 1400 UNIVERSITY AVENUE, SUITE 100
 LUBBOCK, TEXAS 79401
 PHONE: (806) 792-8842 FAX: (806) 792-8899
 © Copyright 2013, Survey and Associates, Inc. All rights reserved. This plat is subject to the provisions of the Surveyors' Oath.



Roberts Element

Subject Site

Interstate Bat

Offices

Existing Apartments

© 2013 Google

GOO

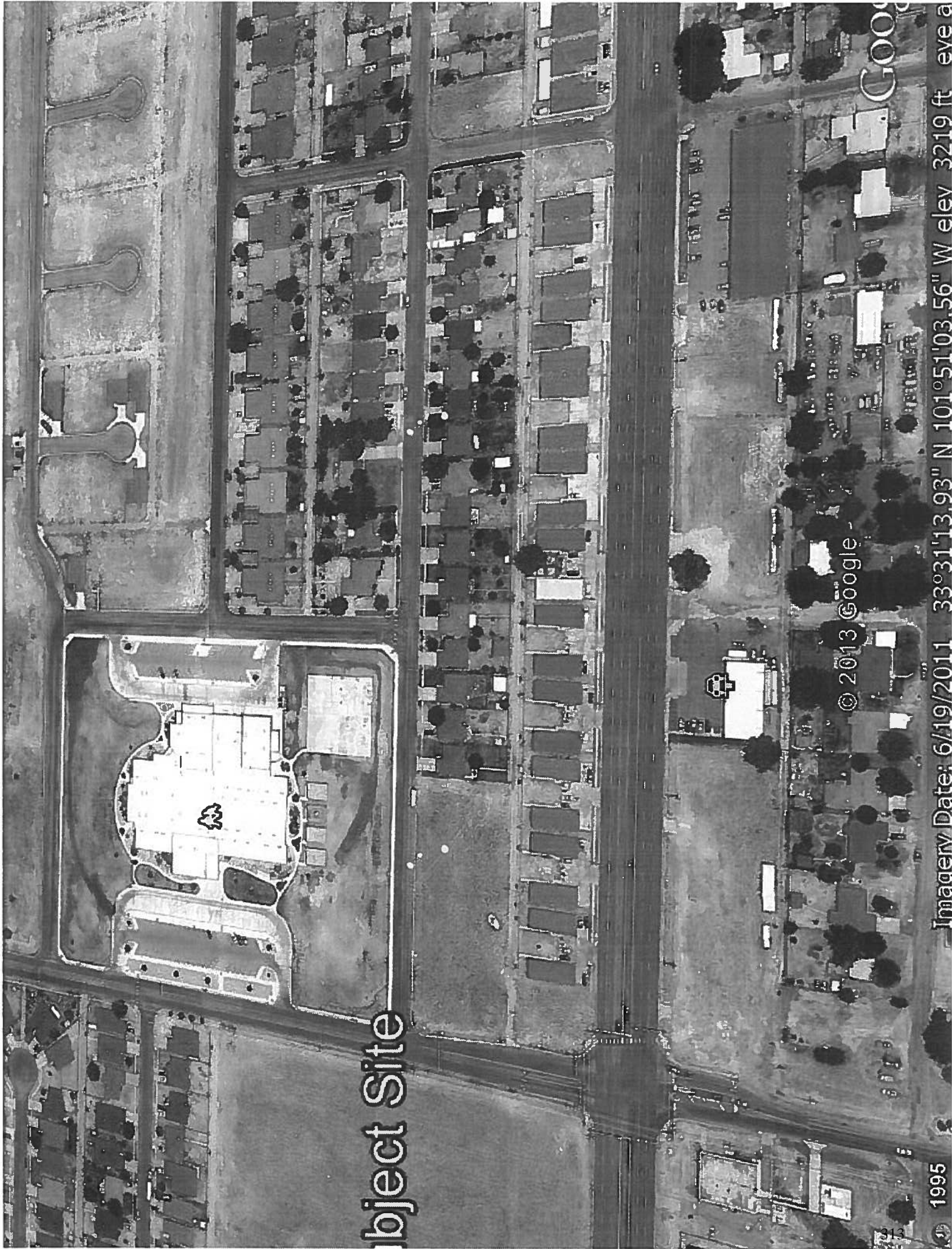
 Subject Site

© 2013 Google

GOOGL

Imagery Date: 6/19/2011 33°30'59.04" N 101°50'51.48" W elev 3212 ft eye a

1995



Subject Site

© 2013 Google

1995

Imagery Date: 6/19/2011 33°31'13.93" N 101°51'03.56" W elev 3219 ft

GOOD













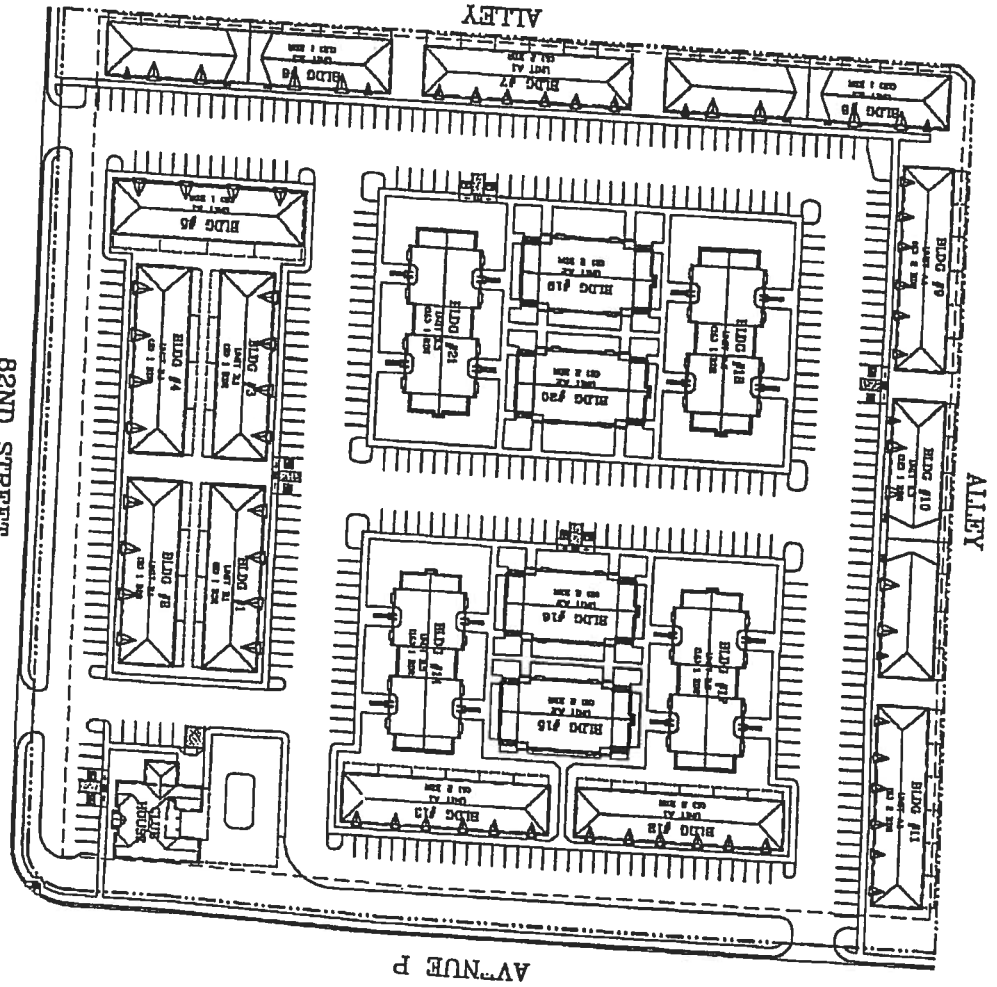












SITE PLAN

COX DIRKS
ARCHITECTS PC
 AMERICAN INSTITUTE OF ARCHITECTS
 1710 15TH STREET
 LUBBOCK, TEXAS 79401
 TEL 806/725-1324 FAX 806/725-1411
 WWW.COXDIRKSARCHITECTS.COM

SITE SKETCH
 SCALE 1" = 80'-0"
 N
 S





















City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: **2816-D**

In Favor of

Opposed

Reasons and/or Comments:

Fullly support.

RECEIVED

JUL 23 2013

PLANNING DEPARTMENT

Print Name

Joe Stettheimer

Signature:

[Handwritten Signature]

Address:

15404 Slide Rd

Address of Property Owned:

1802-82nd

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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In Favor of _____

Opposed

P&Z Case No.: 2816-D

RECEIVED

JUL 23 2013

PLANNING DEPARTMENT

Reasons and/or Comments:

Residents, Do not want apartments in this zone!
The primary zone code for the area is R1, R2.
The land undeveloped should remain C-3, or changed

GO

Print Name

Herbert N. Williams Jr

Signature:

Herbert N. Williams Jr

Address:

1806 81st Street

Address of Property Owned:

1806 81st

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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In Favor of

Opposed

RECEIVED

JUL 23 2013

PLANNING DEPARTMENT

Reasons and/or Comments:

If this zoning change is for an apartment complex it will lower the price of already established homes because it will most likely be for lower income families.

Print Name

Harvey Wellman & Marlene Wellman

Signature:

Harvey Wellman Marlene Wellman

Address:

1618 79th Pl Lubbock, TX 79423

Address of Property Owned:

1618 79th Pl Lubbock 79423

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form



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In Favor of

Opposed

Reasons and/or Comments:

A ZONING CHANGE FROM "C-3" GENERAL RETAIL DISTRICT TO "A-2" HIGH-DENSITY APARTMENT DISTRICT WOULD SIGNIFICANTLY DEVALUE THE RESIDENTIAL PROPERTY AND HOMES IN THE AREA. OTHER NOTABLE CONCERNS INCLUDE SAFETY, NOISE, AND OTHER FORMS OF PUBLIC NUISANCE. I WANT THIS AREA TO REMAIN AS SOMEWHERE MY FAMILY CAN BE SAFE AND COMFORTABLE.

Print Name JUSTIN RHODES

Signature: 

Address: 8005 RED SPRINGS AVENUE, LUBBOCK, TX, 79423

Address of Property Owned: 8005 RED SPRINGS AVENUE, LUBBOCK, TX, 79423

13 of 46

RECEIVED

JUL 26 2013

PLANNING DEPARTMENT

Zone Case Number: **2816-D**

76917

RHODES, JUSTIN LEE

8005 RED SPRINGS AVE

LUBBOCK

TX 79423-2401



City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 2816-D

In Favor of

Opposed

Reasons and/or Comments:

WE DO NOT WANT THE PRIVACY OF OUR BACK YARD TAKEN AWAY FROM US. WE HAVE LITTLE WARNING TO PERPARE OUR HOME AND YARDS FOR MORE NOISE, LITTER, AND PEOPLE THIS WILL BRING. THIS WILL SURELY INCREASE PROPERTY TAX AND LOWER PROPERTY VALUE. WE HAVE NO REAL MEANS TO SELL AND RELOCATE TO START AGAIN BECAUSE OF AGE. IS PROFIT WORTH OTHERS MENTAL TERROR?

Print Name R. KEITH HARVEY

Signature: R. Keith Harvey

Address: 8001 RED SPRINGS AVE. LUBBOCK, TX 79423

Address of Property Owned: SAME

RECEIVED
JUL 30 2013
PLANNING DEPARTMENT

Zone Case Number: 2816-D 76919
HARVEY R KEITH &
Y SUE
8001 RED SPRINGS AVE
LUBBOCK TX 79423-2401

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form



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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 2816-D

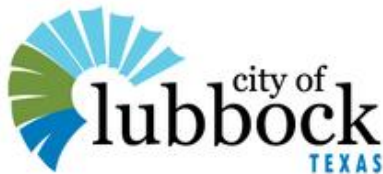
In Favor of

Opposed

Reasons and/or Comments: This sounds like it would be for low income housing or apartments and I am opposed to this. I would much rather it be for commercial retail or business.

RECEIVED
AUG 01 2013
PLANNING DEPARTMENT

Print Name Abe Garcia
Signature: Abe Garcia
Address: 1621 79th PL
Address of Property Owned: 1621 79th PL



Regular City Council Meeting

6. 8.

Meeting Date: 09/10/2013

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance 2013-O0085, Zone Case 1660-E, a request of Tanya Cintron (for NTCH-NM, LLC) for a zoning change from AM to AM Specific Use for a cell tower facility on Lot 2, Agee-Pharr Addition, 2402 52nd Street.

Item Summary

Zoning Request:

AM Specific Use for a cell tower facility.

Proposed Land Use:

The proposed land use is for a cell tower facility. All cell towers outside of the M-1 and M-2 Districts are required to have a specific use permit approved within a zone case. As specific use, the applicant will be tied to the location and construction proposed for this tower. The tower is proposed as a slim monopole structure. The height is proposed at approximately 160 feet. This also allows to have collocated antennas be added to this tower in the future. The tower will be roughly 230 feet from the nearest home.

In terms of zoning, the cell towers have a requirement for a public hearing to determine compatibility with the area. In this location with the assortment of activities in the immediate area, staff was of the opinion that no harm will be created. Staff remains of the opinion that, while obtrusive in any setting, cell phones have become such a component of our daily lives that the towers providing that service are “the cost of doing business” for the public to benefit from the phones. Typically a monopole structure has fewer objections than other types of structures due to the pole being less visible. Such a structure does limit the number of co-locations, but would not be as visible as the self supporting tower.

Adjacent Land Uses:

N –Zoned C-2A Restricted Local Retail District, Office Building

S – Zoned R-2 Two Family District, Duplexes

E – Zoned R-3 Multi Family District, Apartments

W –Zoned C-2 Local Retail District, Shopping Center

Planning and Zoning Commission (P&Z) Public Hearing Notes from August 1, 2013:

One citizen spoke in opposition to the request, citing concerns of being able to view the cell tower from the front windows of her home, but later advised the commission that she was neutral regarding the request when it was determined the cell tower would not be near her home. Another citizen spoke in opposition to the request, citing safety concerns regarding ice falling off of the cell tower.

Impact on the Comprehensive Land Use Plan (CLUP):

As specific use, the CLUP does not have written policy for cell tower locations. Specific guidelines are included in the administrative section of the zoning code for this item. A zone case is required so as to determine compatibility of the proposed use with existing adjacent uses.

P&Z Commission Recommendation:

The P&Z recommended the request with a unanimous vote with two conditions:

1. The tower may be 160 feet tall.
2. The tower and site (other than the height) are tied to the plans as submitted by the applicant.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager

P&Z Commission

Attachments

Ordinance - Zone Case 1660-E

Zone Case - 1660-E

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 1660-E**; A ZONING CHANGE FROM AM TO AM SPECIFIC USE FOR A CELL TOWER FACILITY, ON LOT 2, AGEE-PHARR ADDITION, LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 1660-E

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from AM to AM Specific Use for a **cell tower facility on Lot 2, Agee-Pharr Addition**, City of Lubbock, Lubbock County, Texas, located at **2402 52nd Street**, subject to conditions, and being further described as follows:

SUBJECT TO THE FOLLOWING CONDITIONS:

- 1. THAT the tower may be 160 feet tall.**
- 2. THAT the tower and site (other than the height) are tied to the plans as submitted by the applicant.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **1660-E** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **2402 52nd Street**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



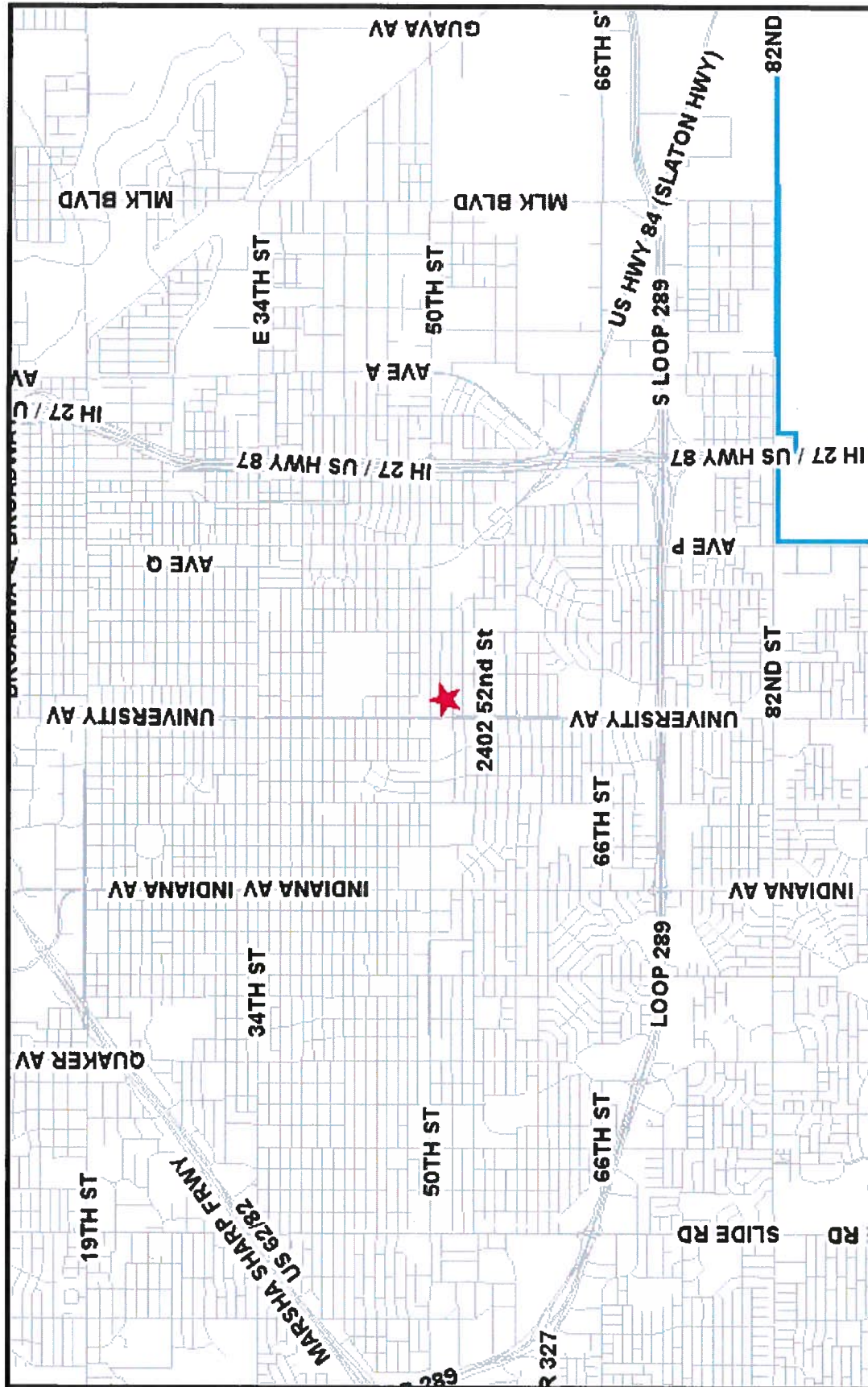
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

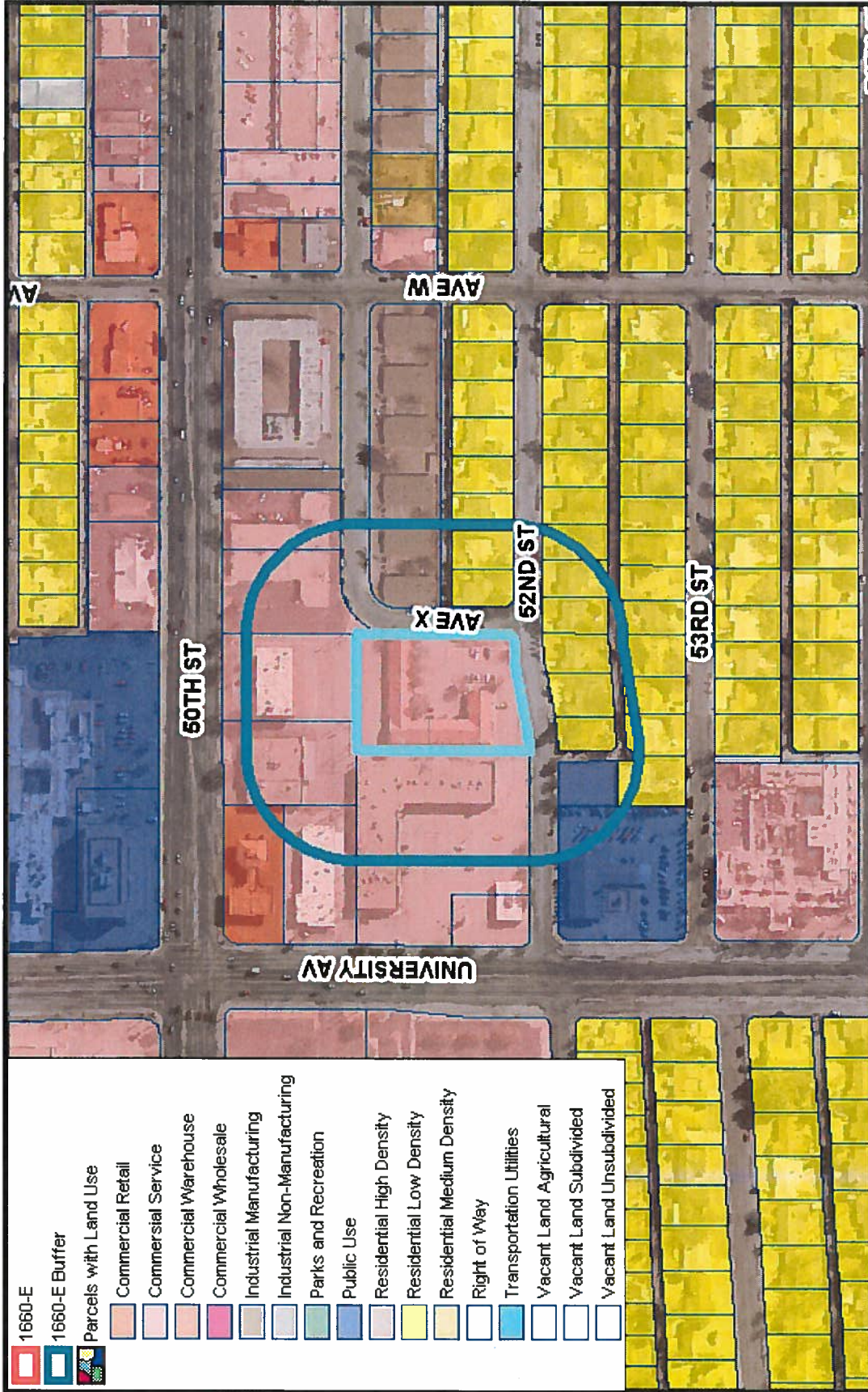


Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC1660-E
August 08, 2013

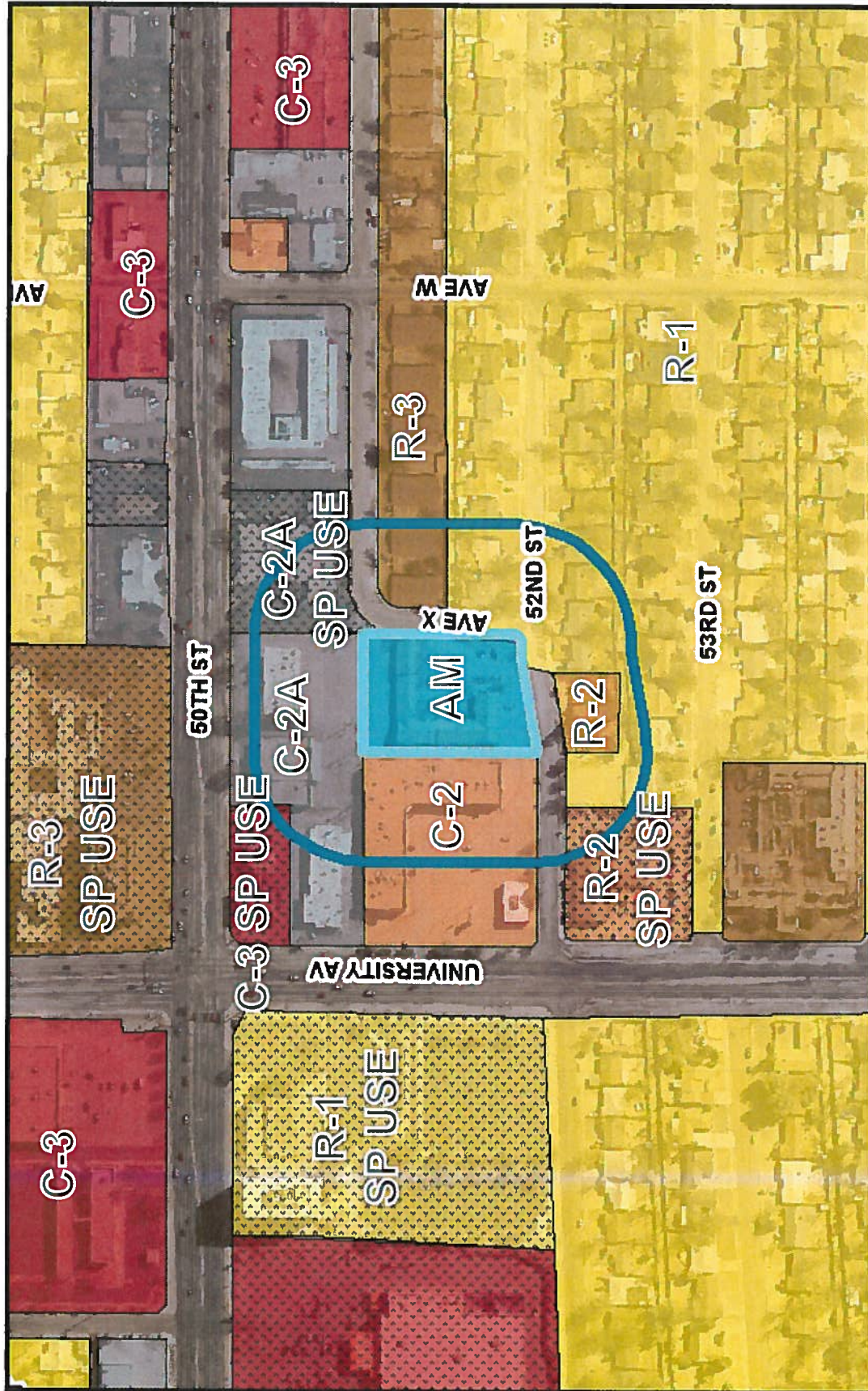


P.Z.C. Case 1660-E



P.Z.C. Case 1660-E

Request of Tanya Cintron (for NTCH-NM, LLC) for a zoning change from AM to AM Specific Use for a cell tower facility, 2402 52nd Street



P.Z.C. Case 1660-E Zoning



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Tanya Cintron
PO Box 8839
Columbia, SC 29202
(803)363-1331 or 505-803-7363

For NTCH-NM, LLC
PO Box 1976
Wrightwood, CA 92397
(505)803-7363 or 803-363-1331

Location or Address: See attached Location Map
Legal Description: See attached Deed
Existing Land Use: Vacant Corner Existing Zoning: Commercial
Acreage or Square Footage of Property: 0.84
Zoning Requested: Specific Use Permit

Proposed Development: 150' MP for a cell tower facility

If property is not subdivided, will preliminary plat be submitted? Yes No

Tanya Cintron
Applicant's Signature

6-26-13
Date

Filing Fee: 475.00
(\$475.00 for the first acre; \$3.00 for each additional acre; \$165 for Non-Profit)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only PIN: 2926 maps

Zone Case No.: 1660-E
Request for zoning change from: AM

Agenda No.:
To: AM SP USP

on Lot(s): 2 Block(s):
Subdivision: Agee - Pham Address: 2402 5th St

2

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

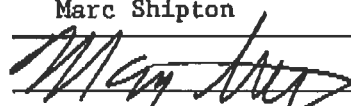
Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 1660-E

In Favor of _____

Opposed XX

Reasons and/or Comments:

Extremely opposed to a tower in this location, it will be too close to our office building.

Print Name Marc Shipton
Signature: 
Address: 6306 Iola Ste. 200 Lubbock, Texas 79424
Address of Property Owned: 2345 50th Street Lubbock, Texas

CLEARTALK
Wireless mobile multiple

NTCH-NM, LLC
6102 45TH ST., UNIT B
LUBBOCK, TX 79407

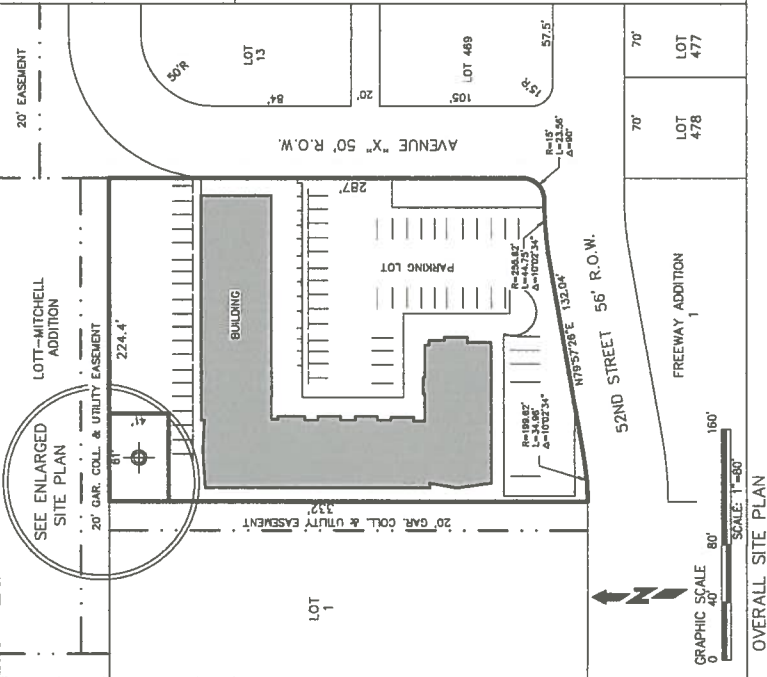
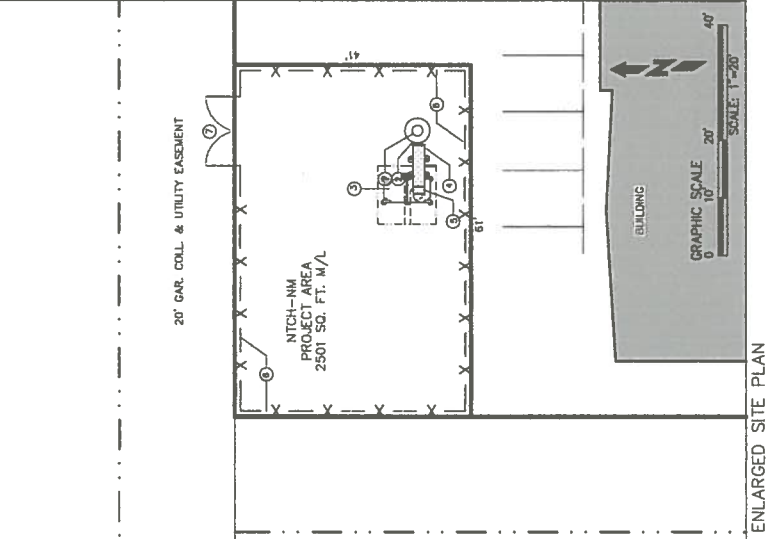
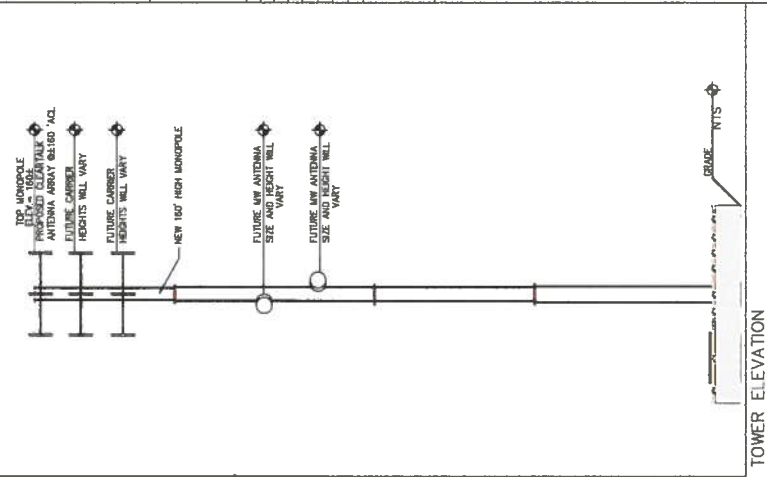
LB-799
FLEMING

DATE RELEASE: 6/23/2013

NO.	DATE	ISSUE
1		
2		
3		
4		

CLEARTALK
1901 W. ADAMS AVENUE
EL CENTRO, CA 92243
(760) 234-0029

THIS MAP DOES NOT REPRESENT A TITLE SEARCH BY CLEAR TALK OR ITS CONSULTANTS. ONLY APPEARANCE OF RECORDS HAS BEEN MADE. THE DRAWING IS FOR INFORMATION ONLY. IT IS THE SOLE PROPERTY OF THE CLIENT AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN PERMISSION OF THE OWNER.



DRAWN BY: ALLAN SMITHEE
SITE NAME: FLEMING

SITE NUMBER: LB-799
SITE ADDRESS: 2402 52ND STREET, LUBBOCK, TX 79412
CUP/VARIANCE NUMBER

SHEET TITLE: ZONING EXHIBIT
SHEET NUMBER: ZE-1

LEGEND

ALL FEATURES AS LABELED ON SITE PLANS

VICINITY MAP

NTS

PROJECT INFORMATION

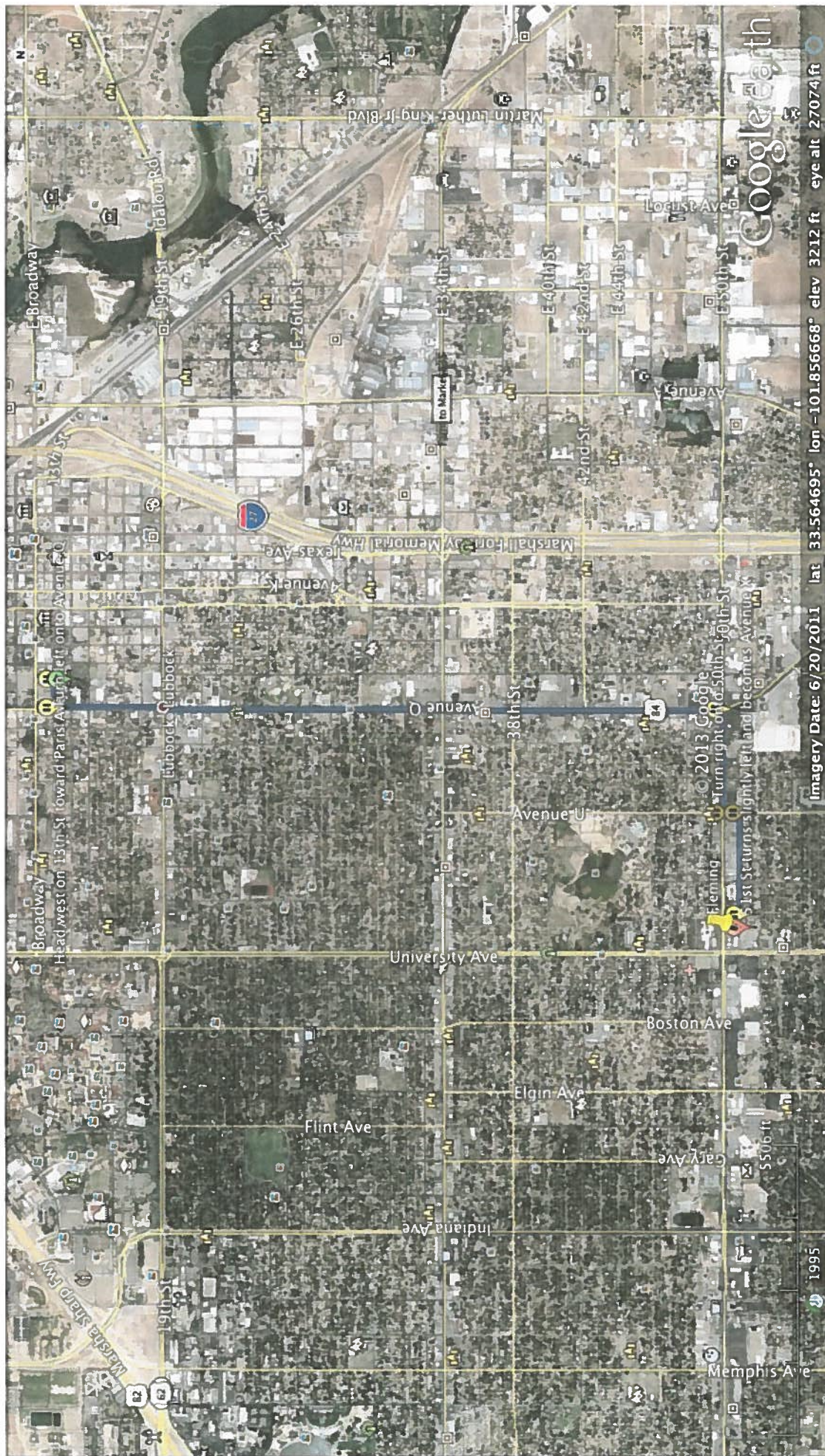
NOTES: 1. LATITUDE AND LONGITUDE DATA - INQ. 81/02

KEYNOTES

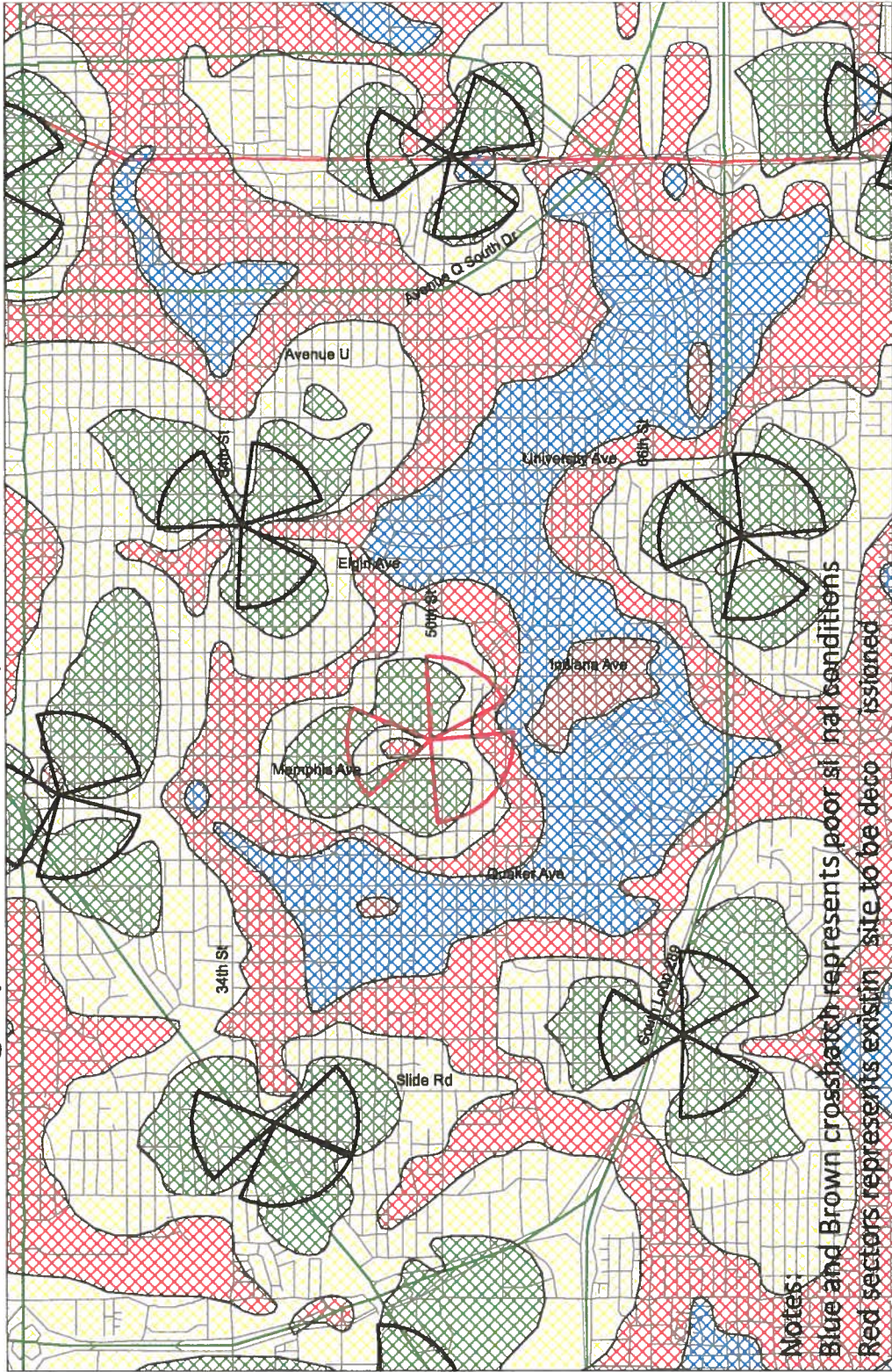
- NEW 180° CO-LOCKABLE MONOPOLE TOWER
- NEW CONCRETE FOUNDATION
- 4' x 6' STEEL EQUIPMENT PLATFORM
- ICE-BRIDGE
- EQUIPMENT CABINET
- 6' CHAIN LINK FENCE WITH 3-STRAND BARBED WIRE
- 12' SWINGING LOCKABLE ENTRY GATE
- UTILITY BACK-BOARD

DESCRIPTION

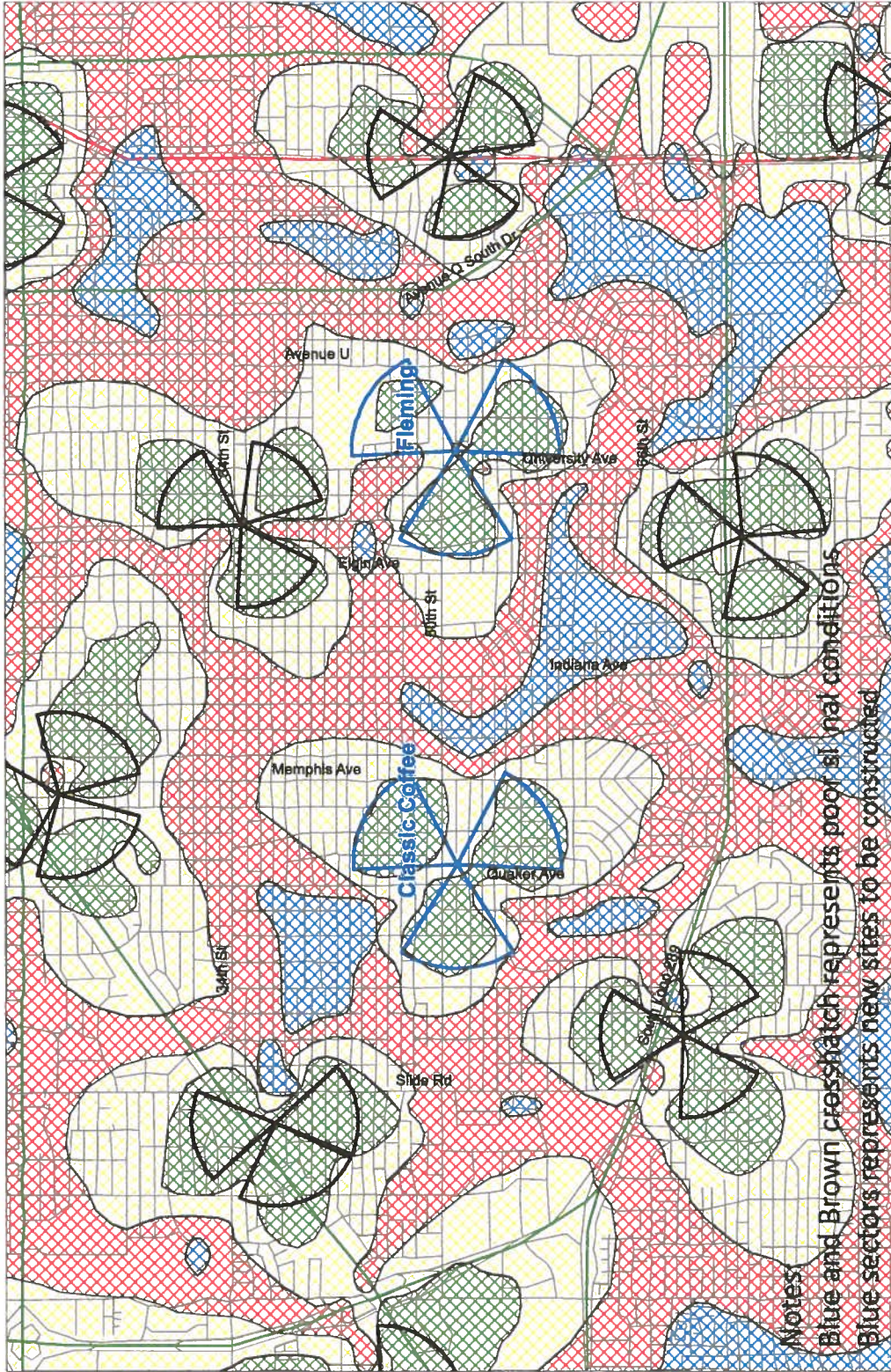
THE WEST 61 FEET OF THE NORTH 41 FEET OF LOT 4, AGEE-PHARR ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS.

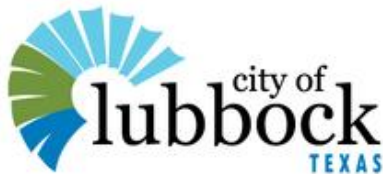


Existing System – Ec/Io per Propagation Study



New System – Ec/Io per Propagation Study





Regular City Council Meeting

6. 9.

Meeting Date: 09/10/2013

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance 2013-O0086, Zone Case 1112-C, a request of Tanya Cintron (for NTCH-NM, LLC) for a zoning change from C-2 to C-2 Specific Use for a cell tower facility on Lot 99B, Drury Park Addition, 4317 50th Street, and consider an ordinance.

Item Summary

Zoning Request:

C-2 Specific Use for a cell tower facility.

Proposed Land Use:

The proposed land use is for a cell tower facility. All cell towers outside of the M-1 and M-2 Districts are required to have a specific use permit approved within a zone case. As specific use, the applicant will be tied to the location and construction proposed for this tower. The tower is proposed as a monopole structure. The height is proposed at approximately 150 feet. This also allows collocated antennas to be added to this tower in the future. The tower will be more than 150 feet from the nearest residential structure.

In terms of zoning, the cell towers have a requirement for a public hearing to determine compatibility with the area. In this location with the assortment of activities in the immediate area, staff was of the opinion that no harm would be created. Staff remains of the opinion, while obtrusive in any setting, cell phones have become such a component of our daily lives that the towers providing the service are “the cost of doing business” for the public to benefit from the phones. Typically a monopole structure has fewer objections than other types of structures due to the pole being less visible. Such a structure does limit the number of co-locations, but would not be as visible as the self supporting tower.

Adjacent Land Uses:

N – Zoned C-2 Local Retail District, restaurant

S – Zoned R-2 Two Family District, duplexes

E – Zoned R-1 Single Family

W – Zoned C-2, bank

Planning and Zoning Commission (P&Z) Public Hearing Notes from August 1, 2013:

One citizen spoke in opposition to the request, citing concerns of his ability to view the cell tower from the front of his home.

Impact on the Comprehensive Land Use Plan (CLUP):

As specific use, the CLUP does not provide written policy for cell tower locations. Specific guidelines are included in the administrative section of the zoning code for this item. A zone case is required to determine compatibility of the proposed use with existing adjacent uses.

P&Z Commission Recommendation:

The P&Z recommended the request with the following conditions by a 5-1 vote:

1. The tower may be 150 feet tall.
2. The tower and site, other than the height, are tied to the plans as submitted by the applicant.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 1112-C

Zone Case - 1112-C

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 1112-C**; A ZONING CHANGE FROM **C-2** TO **C-2 SPECIFIC USE FOR A CELL TOWER FACILITY**, ON **LOT 99B, DRURY PARK ADDITION**, LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 1112-C

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-2** to **C-2 Specific Use for a cell tower facility** on **Lot 99B, Drury Park Addition**, City of Lubbock, Lubbock County, Texas, located at **4317 50th Street**, subject to conditions, and being further described as follows:

SUBJECT TO THE FOLLOWING CONDITIONS:

- 1. THAT the tower may be 150 feet tall.**
- 2. THAT the tower and site (other than the height) are tied to the plans as submitted by the applicant.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **1112-C** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **4317 50th Street**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

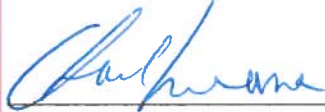
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



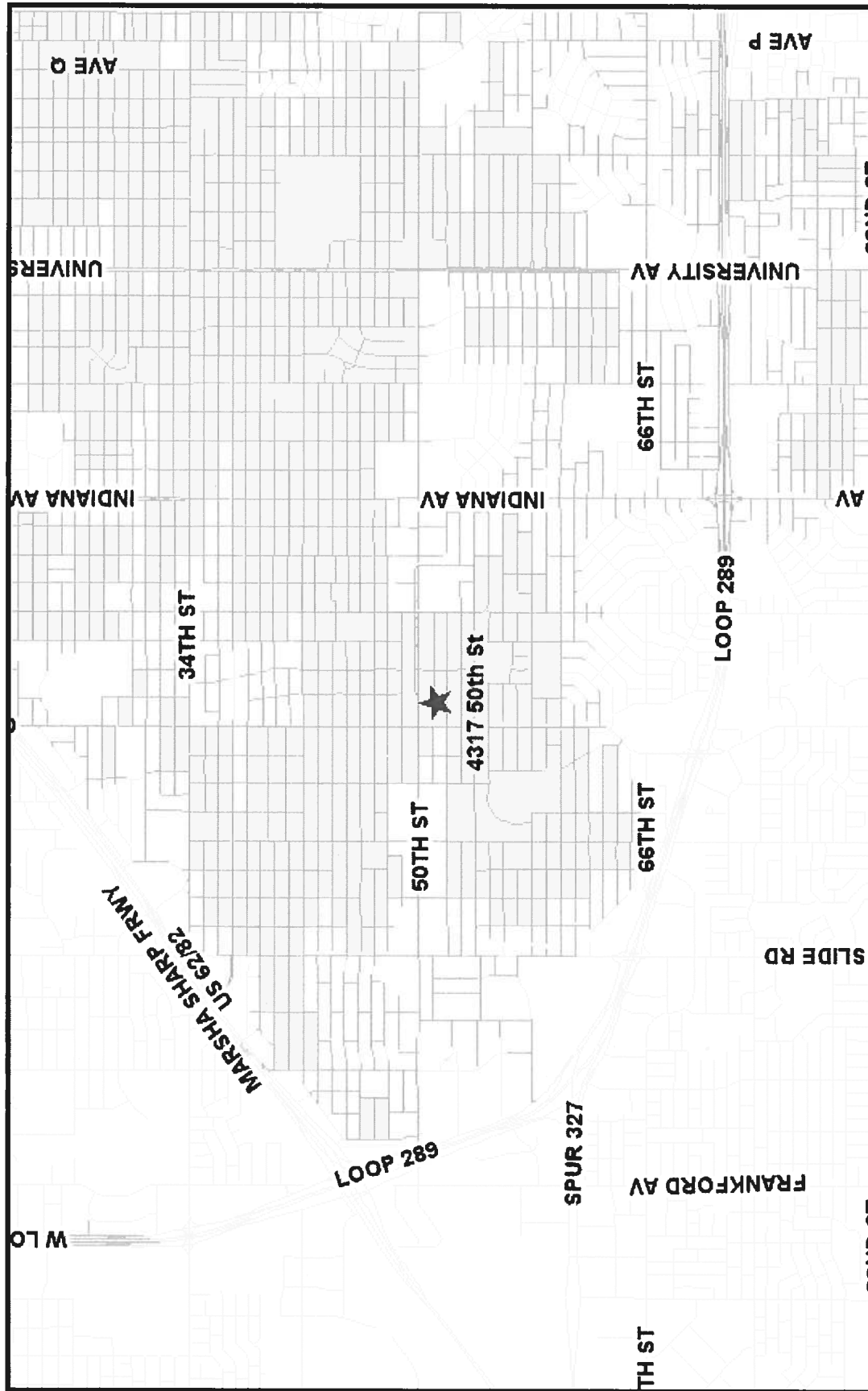
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

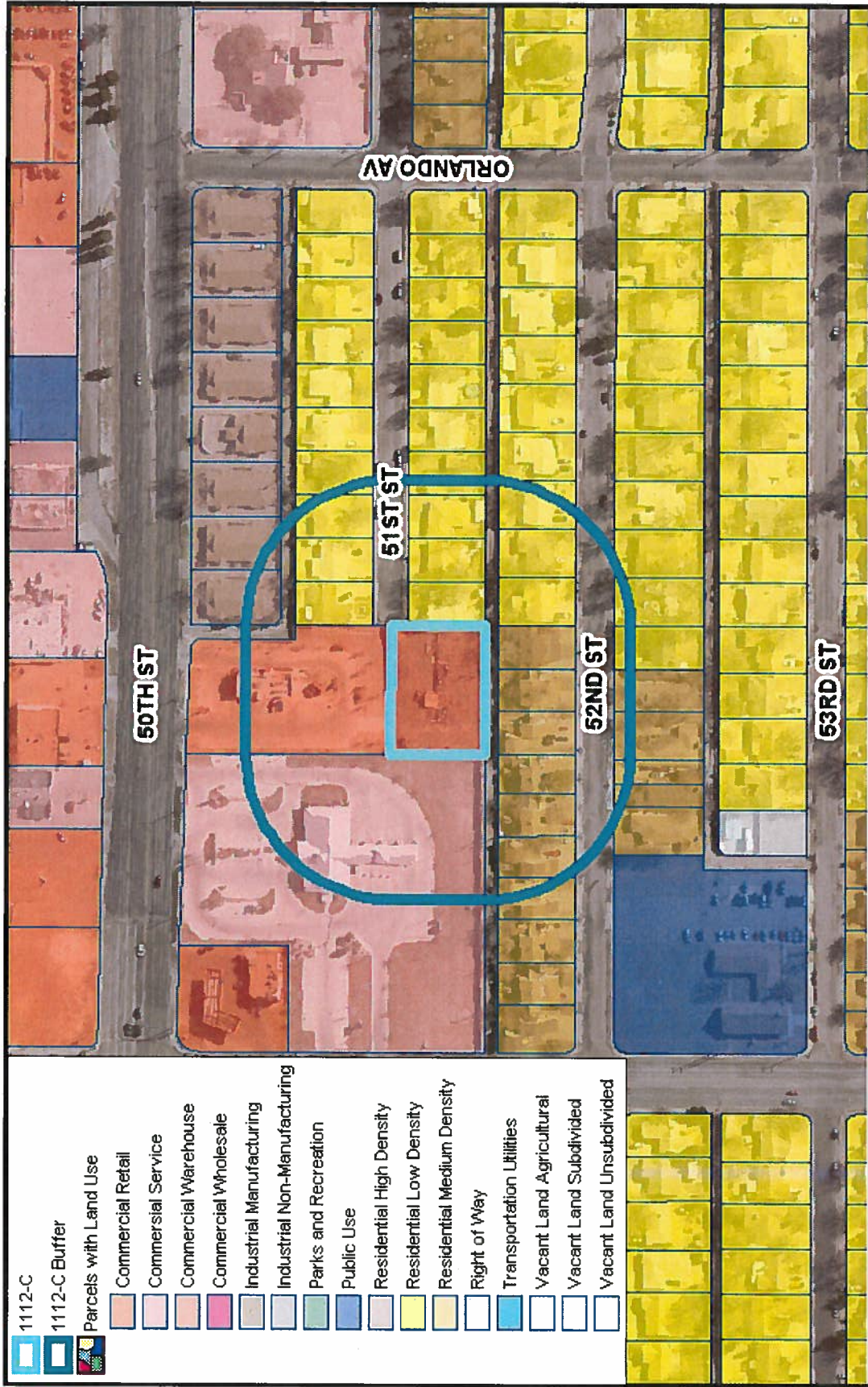


Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC1112-C
August 8, 2013

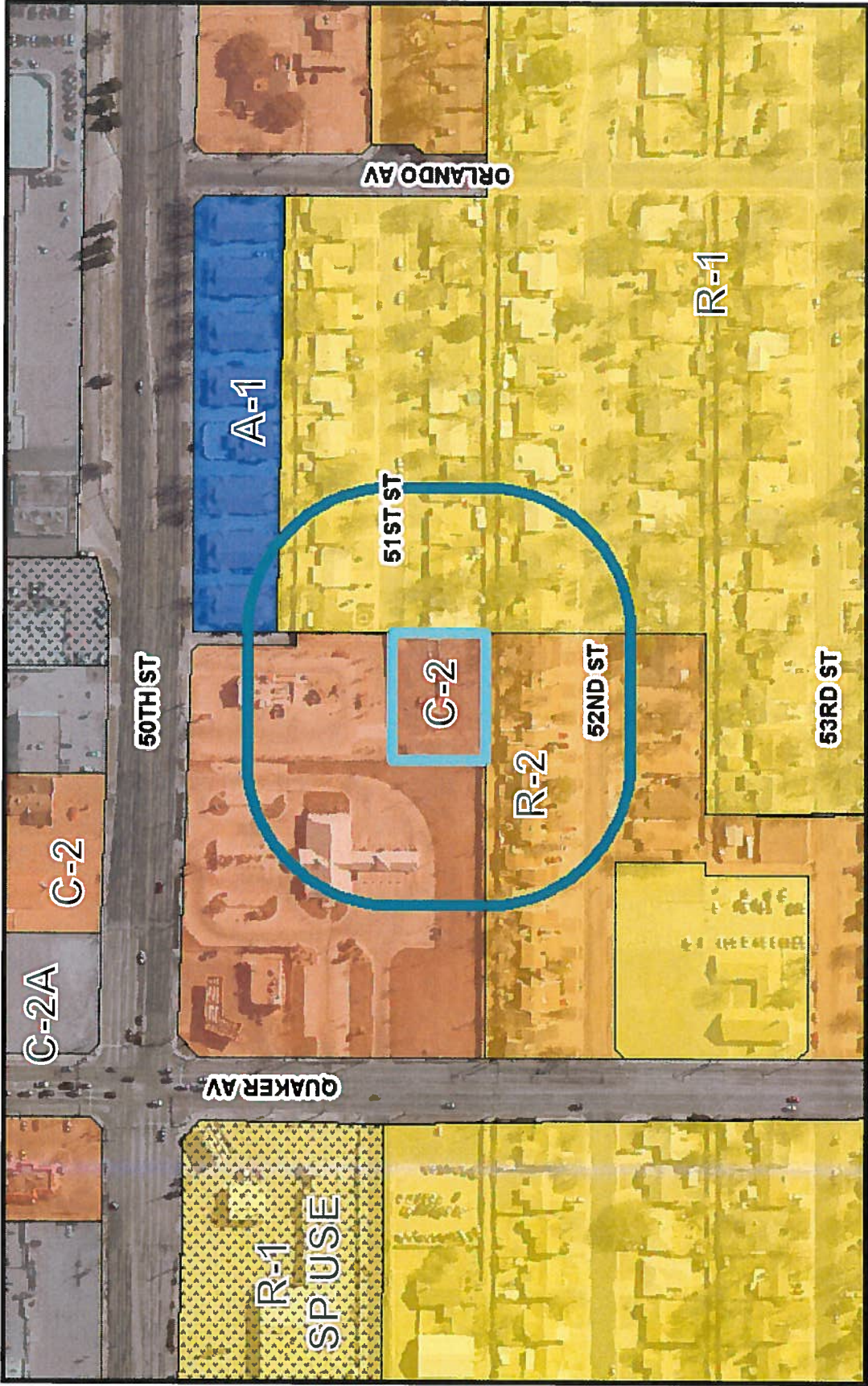


P.Z.C. Case 1112-C



P.Z.C. Case 1112-C

Request of Tanya Cintron (for NTCH-NM, LLC) for a zoning change from C-2 to C-2 Specific Use for a cell tower facility, 4317 50th Street



P.Z.C. Case 1112-C Zoning



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Tanya Cintron
PO Box 8839
Street Post Office Box
Columbia, SC 29202
City State Zip
(803)363-1331 or 505-803-7363
Telephone

For NTCH-NM, LLC
PO Box 1976
Street Post Office Box
Wrightwood, CA 92397
City State Zip
(505)803-7363 or 803-363-1331
Telephone

Location or Address: See attached Location Map
Legal Description: See attached Deed
Existing Land Use: Vacant Corner Existing Zoning: Commercial
Acreage or Square Footage of Property: 2,500 sf
Zoning Requested: Specific Use Permit

Proposed Development: 150' MP for a cell tower facility

If property is not subdivided, will preliminary plat be submitted?
Yes No
Applicant's Signature Tanya Cintron Date 6-26-13

Filing Fee: 475.00
(\$475.00 for the first acre; \$3.00 for each additional acre;
\$165 for Non-Profit)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only PIN: 80531 map 7

Zone Case No.: 1112-C Agenda No.:
Request for zoning change from: C-2 To: C-2 sp. use

on Lot(s): 99B Block(s):
Subdivision: Drury Park Address: 4317 South St

3

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** 1112-C

In Favor of

Opposed

Reasons and/or Comments:

We are the 2nd house from the corner on the north side of 51st. We currently have a run down wood fence separating us from commercial property to the west of us. In the last several years a Taco Bueno which is now being converted to a Golden Chick was built. Just recently a coffee distributor built a warehouse. Both of these are within several hundred feet of our house. While they can be partially hidden by the fence, a tower cannot be. We feel that this proposed tower would take away from our neighborhood and lower our property values.

Print Name: DIANNE J FARQUHAR SMITH
Signature: Dianne J Farquhar Smith
Address: 4218-51ST LUBBOCK, TX 79413
Address of Property Owned: 4218-51ST LUBBOCK, TX 79413

2 of 29

RECEIVED

JUL 29 2013

PLANNING DEPARTMENT

Zone Case Number: **1112-C** 16249
FARQUHAR, DIANNE J
4218 51ST ST

LUBBOCK TX 79413-3816

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

(3)

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 1112-C

In Favor of

Opposed

Reasons and/or Comments:

Am okay with zone change as long as proponent will be liable for any damages which might occur due to collapse of such tower.

RECEIVED
JUL 31 2013
PLANNING DEPARTMENT

Print Name C. RICHARD HAVENS
Signature: C. Richard Havens
Address: 102 AVE. L, ABERNATHY, TX 79311
Address of Property Owned: 4218 52ND ST., LUBBOCK, TX 79413

3

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 1112-C

In Favor of
Opposed

Reasons and/or Comments:

- obstruction of views
- increased traffic if fence demolition is involved
- construction noise pollution

RECEIVED
AUG 01 2013
PLANNING DEPARTMENT

Print Name Jared Thornhill
Signature: [Handwritten Signature]
Address: 4220 51st Lubbock, TX 79413
Address of Property Owned: 4220 51st Lubbock, TX 79413

791.9
Vol. 9185
P. 178

LOTS 99-A AND 99-B
A REPLAT OF THE EAST 84.8' OF LOT 99
DRURY PARK
AN ADDITION TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS



Notes: 1"-20'

Heavy lines indicate plat limits.

All streets, alleys, and easements within plat limits are herein coveanted, made, granted, conveyed, or passed within such easements as may be determined by this City or utility company without the City or utility company being responsible or liable for the replacement of improvements, paving, or surfacing of the easement necessitated by such removal, repair or replacement. Easements designated or intended for vehicular passage (utility and emergency) or pedestrian access shall not be fenced or otherwise obstructed.

This plat conforms with the Underground Utilities Policy Statement by the Planning and Zoning Commission of the City of Lubbock, Texas.

Any relocation or revision of existing facilities shall be at the developer's expense. Compensation shall be made prior to the recording of any portion of this final plat.

All existing or proposed utility services to and on tracts indicated by this plat shall be contained in the public right-of-way and shall be installed and maintained by the City of Lubbock. All utility easements shall be shown on this plat and shall be indicated by the plat, shall be within a proper utility easement (owned by the owner of said property) by separate recorded instrument prior to the provision of such service. Such easements shall be at the developer's expense.

No building permit shall be issued on any survey certificate that is not in accordance with an approved final plat unless an exception is provided by Planning Commission policy or by the Lubbock Code of Ordinances.

Plat information is provided in the notes on this plat and on the plat itself. The City of Lubbock, Texas, is adopted by Resolution No. 5718, and Sections 6-48 (Ordinance No. 10000) and 6-49 (Ordinance No. 10001) of the City of Lubbock, Texas.

Blanket easement for utility, transformer pad, and switching enclosure easement as required for service within the plat limits is herein granted to Lubbock Power and Light Company and Southwestern Public Service (Cost Energy).

Blanket underground utility easement as required for service within the plat limits is herein granted to SBC-Subwestern Bell Telephone Company.

Any easements or rights-of-way shown as "to be coveanted by separate instrument" are shown hereon for information purposes only. This plat does not dedicate said easements.

Contains 1.816 acres.

LUBC - Underground Utility Easement

① - Indicates easement shown on plat

② - Indicates easement shown on plat

③ - Indicates easement shown on plat

A legal description of every survey shall here-with accompany the plat.

Know all men by these presents:

I, Daniel E. West, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual survey of the land herein shown, and that the same is in accordance with the Subdivision Regulations of the City of Lubbock, Texas.

Daniel E. West

Registered Professional Land Surveyor
Office of Texas No. 4915
1221 West 12th Street, Lubbock, Texas 79410
Phone: 806/792-0004 - Office
806/792-0004 - Access Statement



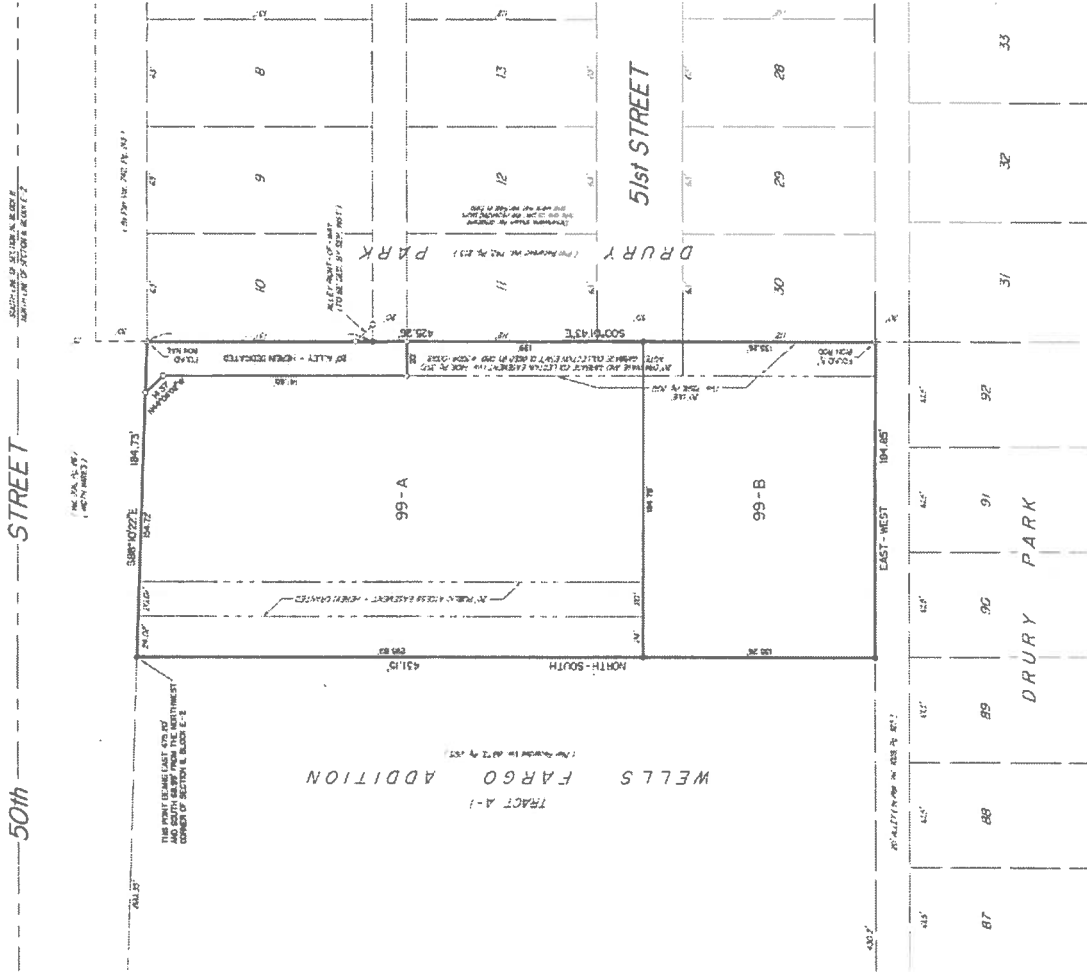
Approved this 24th day of May, 2004

By the City Planning Commission of the City of Lubbock, Texas

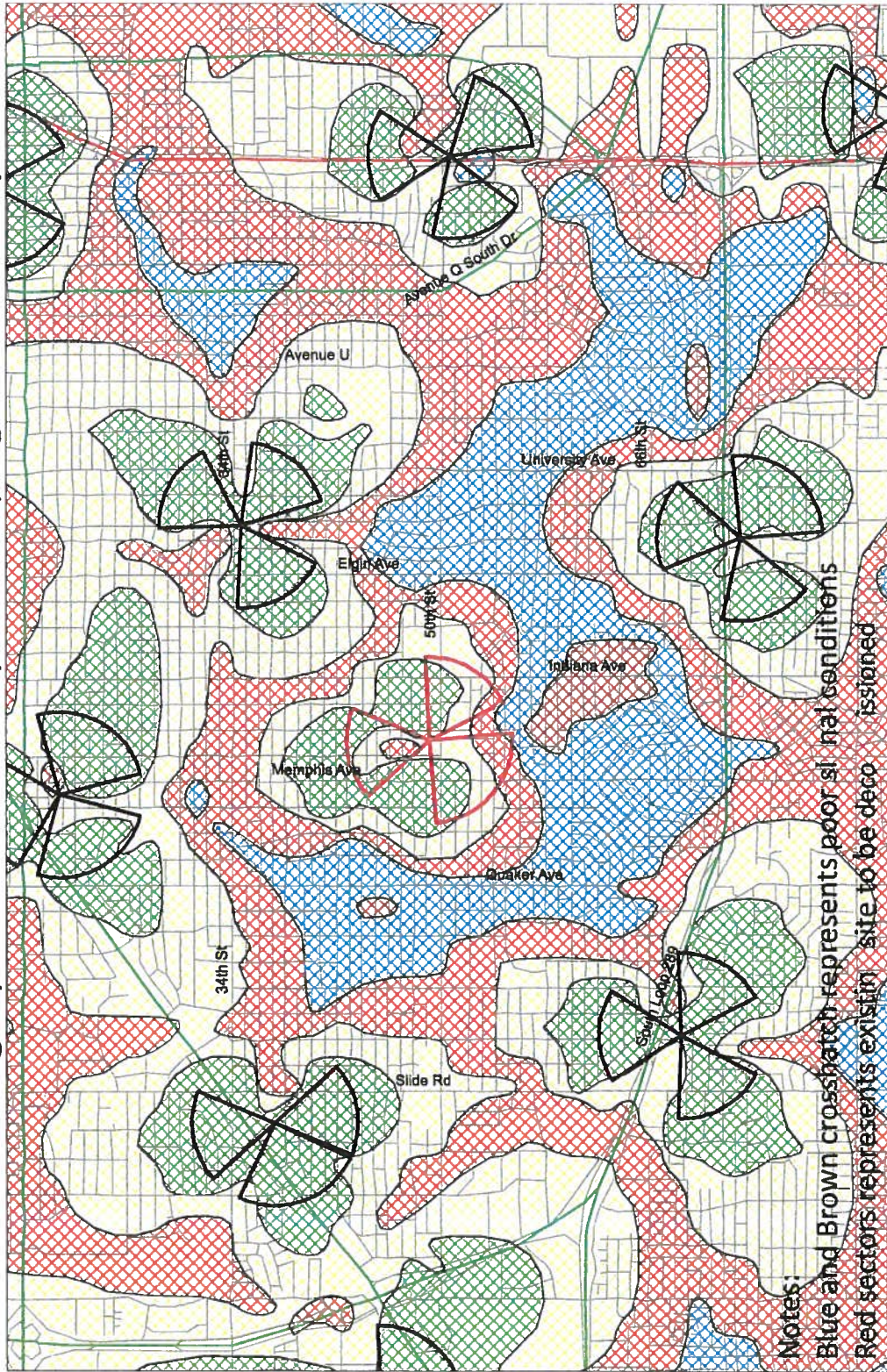
[Signature] Chairman

[Signature] Secretary

HUGO REED
LAND SURVEYORS
AND ASSOCIATES, INC.
1901 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806/763-9842
FAX: 806/763-9891



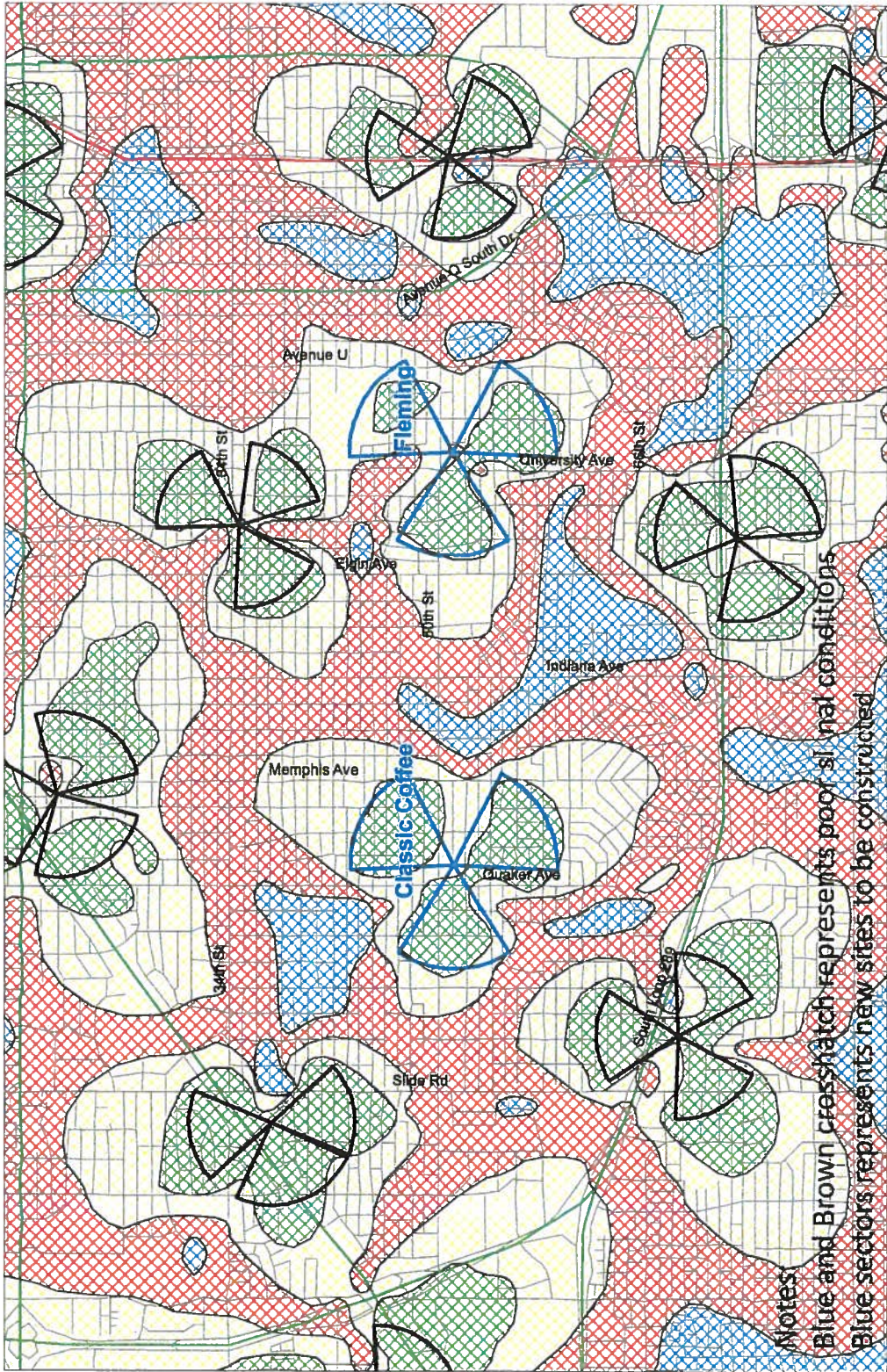
Existing System – Ec/Io per Propagation Study



Notes:

- Blue and Brown cross-hatch represents poor signal conditions
- Red sectors represents existing site to be decommissioned

New System – Ec/Io per Propagation Study





Regular City Council Meeting

6. 10.

Meeting Date: 09/10/2013

Information

Agenda Item

Personnel - City Council: Consider and take action on the appointment of James Loomis to the position of City Manager, including but not limited to action regarding compensation.

Item Summary

Fiscal Impact

Staff/Board Recommending



Regular City Council Meeting

6. 11.

Meeting Date: 09/10/2013

Information

Agenda Item

Board Appointments - City Secretary: Consider two appointments to the Appointments Advisory Board, and two appointments to the Lubbock Reese Redevelopment Authority.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Becky Garza, City Secretary

Attachments

[RS Board Appointments](#)

**BOARD APPOINTMENTS FOR
CITY COUNCIL MEETING, AUGUST 22, 2013 - REGULAR SESSION**

Officer of City	Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
1	APPOINTMENTS ADVISORY BOARD	GARZA, GRACE	09.01.13	82%	DISTRICT 1	REAPPOINT	Y
		HARRIS, EDDIE	09.01.13	100%	DISTRICT 1	REAPPOINT	Y

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

City of Lubbock
Board and Commission Recruiting Database

Updated: 9/3/2013

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
1210		Ashe	John	M	A		60+	Realtor	Action Realtors	5	
0601		Austin	Nicole	F	A	S	18-29	Computer Spe	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 Admini	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 Employed	Matt Henson In	5	
0610		Hobgood	John	M	A		30-39	Social Worker	LIFE/RUN Cen	5	
1308		Hodges	Jason	M	A		40-49	Landscape Ar	Prairie Worksh	1	
0502		Hodges	Tom	M	A	C	40-49	Bank Manager	Wells Fargo Ba	4	
1002		Jackson	Winnie	M	A		60+	Retired Minist		4	
0501		Nichols	Kathleen	F	A	S	30-39	Dentist	Kathleen Nicho	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	
1206		Spitzer	Michelle	F	A		50-59	CFO	Sunwest Const	4	
0804		Stephens	Sherry	F	A		30-39	Administrative	High Plains Wa	5	
0409		Terry	Dianna	F	A	S	50-59	Grant Develop	Covenant Foun	4	
1305		Tinsley	Matt	M	A		40-49	Director of Op	First Care Heal	5	
1308		Trejo	Magdalena	F	H		60+	Ex Director	Community Ho	1	
0404		Williams	Peggy	F	A	S	50-59	Banker	American Bank	5	
0803		Wilson	Margaret	F	A	C	60+	Retired - Tech	Retired	5	

APPOINTMENTS ADVISORY BOARD

	<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%	73.4%	53.3% (8)
Hispanic	32.6%	27.6%	10.1%	26.7% (4)
African-American	8.7%	7.4%	10.1%	13.3% (2)
Other	3.7%	4.0%	6.3%	6.7% (1)
<u>GENDER</u>				
Male	48.5%	47.0%	75.3%	60.0% (9)
Female	51.5%	53.0%	24.7%	40.0% (6)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	14.9%	10.1%	6.7% (1)
District 2	16.4%	12.7%	4.1%	13.3% (2)
District 3	16.3%	16.1%	13.3%	6.7% (1)
District 4	17.0%	17.0%	20.6%	13.3% (2)
District 5	16.7%	19.4%	27.5%	40.0% (6)
District 6	17.2%	19.9%	19.3%	13.3% (2)
Other/Unknown	0.0%	0.0%	5.1%	6.7% (1)

PURPOSE:

Permanent advisory board maintains data bank and clear written guidelines for appointments and updates annually. Oversees marketing plan for soliciting qualified applicants and increasing public opportunities for board service. Advises the City Council regarding qualified appointees; assists in new member orientation and presents annual demographics report.

QUALIFICATIONS: Each Council Member shall appoint two members to the board; and the Mayor shall appoint three members

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Requirement</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Garza, Grace (F,H,1)	District 1	82%	Y	Reappoint
Harris, Eddie (M,AA,5)	District 1	100%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To reappoint Grace Garza and Eddie Harris

Appointments Advisory Board

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
1308		Atwood	Nicholas	M	A		30-39	Financial Services	Mass Mutual	5
0508		Camp-Rom	William	M	O	C	50-59	Retired - Federal Governm	Retired	4
1009		Chambers	Tosha	F	AA		30-39	Homemaker		4
0707		Lunsford	Douglas	M	A			Marketing and Media	Lancer Productions	5
0406		Sepeda	Esther	F	H	S		Hispanic Chamber of Com	Lubbock Hispanic Cham	4
Second Preference:										
1210		Hankson	Charles	M	AA		60+	Retired Pastor	Goulds Pump	0
0411		Renfro	Patsy	F	A	S	50-59	Travel Agent	Envoye Travel	5
0710		Wierzba	Susan	F	A		40-49	Owner / Cotton Broker	Commodity Export Corp	5
Third Preference:										
0803		Andrus	Amy	F	A	S	40-49	Music Therapist	Amy's Music Therapy S	4
0701		Lewis	Sheri	F	A	S	40-49	Associate Director	TTU Student Media	4
1204		Newsom	Mikella	F	A		30-39	Vice President, Asst. CFP	City Bank Texas	0
0501		Ray	Harold	M	A	S	50-59	Asst Business Agent-IBE	IBEW Local Union 602	0
Fourth Preference:										
0910		McCord	Janine	F	A		30-39	Research Associate	TTU - Education Dean	5
0803		Rautis	Mary	F	A	C	50-59	Registered Nurse	University Medical Cent	4
Fifth Preference:										
1205		Chapa	David	M	H		40-49	Interior Designer	TTU - Physical Plant	5
1108		Kotal	Clinton	M	A		18-29	Self Employed	KN Construction Group	4
Sixth Preference:										

Committee #53 Appointments Advisory Board

Perm./Temp. Board: **P**

	<i>Confidential?</i>	<u>Home</u>	<u>Business</u>	<i>Reappt Elig.</i>
DISTRICT 2				
Andrews Mr. L.V.	N	2119 East 30th Street Lubbock TX 79404		N
	Y			
	N	(806) 765-5001		
	Y	CELL		
<i>E-mail</i>				
DISTRICT 5				
Bilimoria Ms. Indu	Y	5319 85th St Lubbock TX 79424		N
	Y	ibilimor@gmail.com	(806) 441-9123	
	Y	(806) 794-7460		
		CELL		
<i>E-mail indu.bilimoria@ttu.edu</i>				
MAYOR				
Bowen Dr. John	N	2002 Albany Lubbock TX 79407	Retired Optomotrist	Y
	N			
	N	(806) 795-4224		
	N	(806) 786-1318	CELL	
<i>E-mail jbowen@sbcglobal.net</i>				
DISTRICT 2				
Calvillo Mr. Michael	Y	1926 75th St Lubbock TX 79423	Michael Calvillo Bail Bond 1209 Crickets Ave Lubbock TX 79401	Y
	Y	michaelcalvillo@att.net	(806) 744-1891	
	Y	(806) 239-7568	CELL	
<i>E-mail michaelcalvillo@att.net</i>				
DISTRICT 6				
Ellis-Roach Mrs. Phebe	N	4502 14th Street Lubbock TX 79410	PrimeWest Mortgage 9816 Slide Road Lubbock TX 79424	Y
	Y	(806) 773-0531	(806) 788-2869	
		CELL		
<i>E-mail pellis@primewestcorp.com</i>				

Chair/Pres:	Indu Bilimoria	Staff Liaison:	Thomas Harris III
Vice Chair/V.P.:	Eddie Harris	Term:	2 Years
Sec./Treasurer:	N/A	Ex-Officio Mbr.:	N/A

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

Last Update: 8/28/2013

Committee #53 Appointments Advisory Board

Perm./Temp. Board: **P**

	<i>Confidential?</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
DISTRICT 1				Curr: 7/12/2012 - 9/1/2013	Y
Garza	Y	2011 17th Street	1901 West Loop 289, Ste. 9	2nd:	-
Ms. Grace		Lubbock TX 79401	Lubbock TX 79407	1st:	-
		gqgarza@gmail.com		Fax:	
	N	(806) 744-1874	(806) 784-4328		
	Y	(806) 438-4714	CELL		
<i>E-mail</i> ggarza@firstcare.com					

DISTRICT 4				Curr: 9/1/2013 - 9/1/2015	N
Grimes	N	3522 58th Street		2nd:	- 9/1/2011
Mr. Roy		Lubbock TX 79413		1st:	9/1/2013 -
	N	grimesresidence@yahoo.com		Fax:	
	N	(806) 799-2106			
	N	(806) 392-5437	CELL		
<i>E-mail</i>					

DISTRICT 1			<i>Harris DWI/Youth Education</i>	Curr: 10/13/2011 - 9/1/2013	Y
Harris	Y	7924 Vicksburg	5147 69th St, Ste D	2nd:	-
Mr. Eddie		Lubbock TX 79424	Lubbock TX 79424	1st:	-
	N			Fax:	(806) 747-6031
	Y	(806) 368-8374	(806) 559-9464		
	N		CELL		
<i>E-mail</i> eddiekharris@gmail.com					

DISTRICT 6				Curr: 9/1/2012 - 9/1/2014	N
Horkey	N	4809 19th Street #9		2nd:	-
Ms. Ann		Lubbock TX 79407		1st:	9/8/2011 - 9/1/2012
	N	arippel@suddenlink.net		Fax:	
	N	(806) 799-1001			
	N	(806) 789-3821	CELL		
<i>E-mail</i>					

DISTRICT 4			<i>Public Affairs</i>	Curr: 9/1/2012 - 9/1/2014	Y
Johnson	N	3508 107th Street	1500 Broadway, Ste. 100	2nd:	-
Mrs. Norma		Lubbock TX 79423	Lubbock TX 79401	1st:	-
	N			Fax:	(806) 761-7013
	N	(806) 445-0646	(806) 761-7000		
	Y		CELL		
<i>E-mail</i> norma.johnson@lubbockbiz.or					

Chair/Pres:	Indu Bilimoria	Staff Liaison:	Thomas Harris III
Vice Chair/V.P.:	Eddie Harris	Term:	2 Years
Sec./Treasurer:	N/A	Ex-Officio Mbr.:	N/A

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Last Update: 8/28/2013

Committee #53 Appointments Advisory Board

Perm./Temp. Board: **P**

	<i>Confidential?</i>	<u>Home</u>	<u>Business</u>	<i>Reappt Elig.</i>
DISTRICT 3			Retired	
Keller	N	2515 55th Street		Curr: 9/1/2013 - 9/1/2015 Y
Ms. Judith		Lubbock TX 79413		2nd: -
	N	judith.p.keller@gmail.com		1st: 10/25/2012 - 9/1/2013
	N	(806) 799-5071		Fax:
	Y		CELL	
<i>E-mail judith.keller@ttuhsc.edu</i>				

MAYOR			Caprock Home Health Services	Curr: 9/1/2013 - 9/1/2015 N
Morales	Y	5817 90th Street	8806 University	2nd: 9/1/2011 - 9/1/2013
Mr. Carlos		Lubbock TX 79424	Lubbock TX 79423	1st: 6/23/2011 - 9/1/2011
	Y			Fax: (806) 748-7857
	Y	(806) 239-6048	(806) 791-0077	
	Y		CELL	
<i>E-mail cmorales@chhsi.com</i>				

DISTRICT 3			American Cancer Society	Curr: 9/27/2012 - 9/1/2014 Y
Patrick	Y	1611 Bryan Ave	3513 10th St	2nd: -
Mr. Keith		Wolffort TX 79382	Lubbock TX 79415	1st: -
	N			Fax: (806) 744-2251
	N	(806) 239-6628	(806) 745-0773	
	N		CELL	
<i>E-mail keith.patrick@cancer.org</i>				

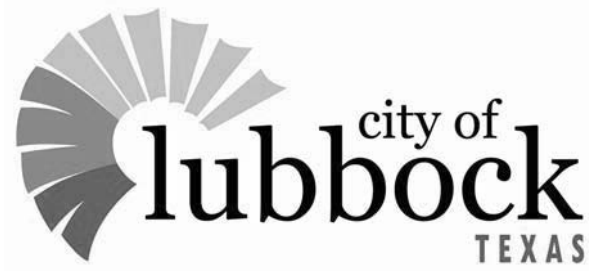
MAYOR			Hugo Reed & Assoc.	Curr: 9/1/2013 - 9/1/2015 Y
Seideman		5809 94th Street	1601 Avenue N	2nd: -
Mr. Jake		Lubbock TX 79424	Lubbock TX 79401	1st: -
		jake.seideman@gmail.com		Fax: (806) 763-3891
		(806) 771-5780	(806) 763-5642	
			CELL	
<i>E-mail jseideman@hugoreed.com</i>				

DISTRICT 5			Southwest Bank	Curr: 9/1/2013 - 9/1/2015 N
Stephens	Y	6015 89th Street	10115 Quaker Avenue	2nd: -
Mr. Jonathan		Lubbock TX 79424	Lubbock TX 79424	1st: 9/1/2011 - 9/1/2013
	N			Fax: (806) 771-7494
	Y	(806) 783-8611	(806) 771-9494	
	Y	(806) 252-8606	CELL	
<i>E-mail jon.stephens@southwbank.co</i>				

Chair/Pres:	Indu Bilimoria	Staff Liaison:	Thomas Harris III
Vice Chair/V.P.:	Eddie Harris	Term:	2 Years
Sec./Treasurer:	N/A	Ex-Officio Mbr.:	N/A

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

Last Update: 8/28/2013





Regular City Council Meeting

7. 1.

Meeting Date: 09/10/2013

Information

Agenda Item

Discussion of the City Council Policies and Procedures and possible amendments and updates to same.

Item Summary

Fiscal Impact

Staff/Board Recommending



Regular City Council Meeting

7. 2.

Meeting Date: 09/10/2013

Information

Agenda Item

Presentation by the Heart of Lubbock Neighborhood Association regarding Stumpy Hamilton Park.

Item Summary

Fiscal Impact

Staff/Board Recommending

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 will be used. Flexibility in making small buys within a particular dollar range is allowed for efficiency purposes and minimal paperwork. Intermediate ranges in between the smallest procurements (micro purchases) to publicly announced

procurements (large purchases) usually allow limited competition and abbreviated paperwork to promote efficiency. Large procurements are publicly announced and vendors are required to respond with written and signed proposals/bids. Tex. Local Govt. Code (LGC) §271.102 and 103 waive the requirement for quotes or bids/proposals if an opportunity to piggy-back another governmental entity's competitive bid is available.

Goods and Services	Approval Authority	Procurement Method	Legal Authority
Up to \$500	Using department	No quotes required	City Procurement Policy
\$501 – 2,500	Using department	Verbal quotes/proposals, electronic bids	City Procurement Policy
\$2,501 – 50,000	City Manager	Written quotes/proposals, electronic bids	LGC §252.0215
More than \$50,000	City Council	Written bids/proposals, electronic bids	LGC §252.021, 024, 041, 0415, 042, 043,
Professional Services			
Up to \$50,000	City Manager	Written proposals	GC §2254.003
More than \$50,000	City Council	Written proposals	GC §2254.003
Architectural/Engineering Services			
Up to \$50,000	City Manager	Rotation list	GC §2254.004
More than \$50,000	City Council	Statement of qualifications	GC §2254.004
Construction			
Up to \$50,000	City Manager	Written quotes/proposals	LGC §252.0215
More than \$50,000	City Council	Written quotes/proposals	LGC §252.021, 0215, 043, 0435
Emergencies			
Up to \$50,000	City Manager	Verbal or written quotes	City Procurement Policy
More than \$50,000	City Council	Verbal or written quotes	LGC §252.022
Interlocal/Real Property			
Any amount	City Council	Negotiated	LGC §252.022, 050 and §272
Change Orders/Amendments			
Up to \$50,000	City Manager	Negotiated	LGC §252.048
More than \$50,000	City Council	Negotiated	LGC §252.048

Public Notice - For contracts involving an expenditure greater than \$50,000, LGC §252 requires the City to publish bid notices in a local newspaper once a week for two consecutive weeks. The date of the first publication is before the 14th day before the date set to open the bid. Bids are posted on the Internet, and potential bidders contacted via E-mail.

Public Works Construction – Pursuant to LGC §271, the City uses the following delivery methods for construction of public works:

- Competitive bidding
- Competitive sealed proposals
- Design-build
- Construction manager
- Job order contract

Tex. Govt. Code (GC) §2253.021 and LGC §2267 require payment bonds for public works contracts more than \$50,000 and performance bonds for public works contracts more than \$100,000. The City requires a 5% bid bond for public works contracts.

Bidders are required to comply with GC §2258 with respect to payment of prevailing wage rates.

The City may contract with a developer of a subdivision or land for the developer to construct public improvements, excluding a building, provided the City's participation in the cost does not exceed 30%. LGC §212.072

Professional Services - Professional services require specialized skill, training and expertise, use of professional judgment/discretion, and/or a high degree of creativity, and often involve a relationship of personal trust and confidence, and different procurement processes are available, as such.

Generally, the competitive sealed proposal procedure is used to solicit proposals, including price, and to procure professional services.

GC §2254.004 requires that the City use a two-step procedure for procuring architectural, engineering, or surveying services. The most highly qualified provider is first selected on the basis of competence and qualifications, excluding price, and then

a contract with the selected provider is negotiated at a fair and reasonable price.

Emergency Purchases - An emergency purchase more than \$25,000 that results from the occurrence of a natural disaster, public calamity, or that might lead to impairment of the health, safety or welfare of the public if not immediately addressed is authorized by the City Manager and ratified by City Council. LGC §252.022(a)(2)

Sole Source Purchases - Sole source purchases are made when functional requirements of the City can only be satisfied by only one source involving patents, copyrights, secret processes or natural monopolies. LGC §252.022(a)(7)(A)

Local Preference - If the City receives a bid less than \$100,000 from a local bidder whose bid is within 5% of the lowest bid received from a non-local bidder, LGC §271.9051 allows the City to contract with the lowest bidder, or the local bidder if Council determines that the local bidder offers the City the best combination of contract price and additional economic development opportunities.

GC §2252.002 requires that bids from bidders who reside in states that grant a resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder.

Consideration and Award of Bid or Proposal Requests

From *2008 Texas Municipal Procurement Laws Made Easy*, Texas Attorney General

Can a city adopt additional criteria regarding the qualifications of potential bidders?

Prior to 2001, a city could adopt additional criteria regarding the qualifications of bidders only if such criteria had a definite, objective relationship to matters of quality and competence. For example, prior rulings have allowed a city to consider such criteria as a bidder's experience, manpower, equipment, financial resources, business judgment, ability, efficiency, reliability, reputation, facilities, capacity to perform the work required, and likely supervisory requirements. A city may even consider the bidder's performance on similar contracts and the quality of the goods and services provided.

However, the city must be able to relate the criteria to matters of quality and competence of that specific bidder. For example, the Attorney General concluded that a school district could not adopt policies that judge a bidder based on the bidder's participation in voluntary school programs, the amount of local salaries, wages and taxes paid by the bidder, or the number of local jobs created by the bidder, etc. These criteria did not involve the quality or competence of the work the bidder would perform.

Legislation in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

If no such additional criteria are spelled out in the bid specifications, state law only allows the city to award the contract to the lowest responsible bidder if using competitive bidding.

Can the city take into account the safety record of the bidder in making the award?

When awarding a contract using traditional competitive bidding, the city may only consider a bidder's safety record in regards to the bidder's "responsiveness" if notice has been given that such a criteria is relevant. Specifically, the governing body must have adopted a written definition and criteria for assessing the bidder's safety record, and must have given notice in the bid specifications that the safety record will be considered. Of course, any decision that the city makes must not be arbitrary or capricious.

What options does a city have if the lowest bidder has a prior history of poor performance?

Prior to 2001, a city arguably had two options when faced with a low bidder who had a prior history of poor performance. First, Chapter 252 states that a city may choose to reject any or all of the bids. If all of the bids are rejected, the city can start the bidding process over. This is probably the safest method to use

if the city has not made it clear in the bid specifications that a bidder's prior performance on similar contracts would be a factor in awarding the bid. The city then has an opportunity to include such a requirement in its subsequent bid specifications. Second, some legal analysts argued that a city could individually reject a low bidder who has a poor work history. This theory is based on the argument that the low bidder with such a history would not be considered a "responsible" bidder due to the prior history of poor performance.

Legislation passed in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

Again, the best practice is to clearly indicate in the city's specifications that a bidder's prior performance on similar contracts may be considered in evaluating the bids.

What options does the city have if the city receives no bids in response to a request?

If competitive bids or proposals are required by Chapter 252 of the Local Government Code, there is no exception which would allow the city to avoid the statutory requirements due to a lack of bids. If a city receives no response to a request, the city must either re-advertise or decide not to undertake the contract.

What options does the city have if the city receives only one bid or proposal in response to a bid request?

If a city receives only one bid or proposal in response to its request, the city may accept the bid or proposal received, reject the bid or proposal and re-advertise, or reject the bid or proposal and decide not to undertake the project.

May competitive bids be rejected by a city staff member or must the city council decide which bids to reject?

State law provides that the governing body of the city may reject any and all bids. There is no provision that would allow the delegation of this decision to city staff. However, in certain cities the city staff will open the bids and provide a recommendation to the city council on whether the bid is responsive to the bid request and whether it should be accepted as the lowest responsible bid.

What is the general procedure for awarding a contract pursuant to competitive bidding?

First, bids must be publicly opened and the bid amounts read aloud at the time and place specified in the bid notice. The city council must then award the contract to the lowest responsible bidder or (if previously

noticed) the bidder that provides that best value to the city. In the alternative, the city may reject all bids. Once a bid has been opened, it may not be changed to correct minor errors in the bid price. However, under certain circumstances, a bidder may be able to withdraw a bid if it contains a substantial mistake that would cause a great hardship if enforced against the bidder.

What is the general procedure for awarding a contract pursuant to competitive sealed proposals?

If a city decides to use the competitive proposal procedures, it must first give notice of the request for proposals in the same manner as required for competitive bids. Generally, this means that the city must publish at least two newspaper notices of the time and place at which the proposals will be opened. These notices must be published at least once a week for two consecutive weeks, and the first notice must be published more than 14 days before the date set for opening the proposals. Requests for proposals must also solicit quotations and specify the relative importance of price and other evaluation factors.

Once proposals have been submitted, the city may conduct discussions with the offeror or offerors whom the city determines to be reasonably qualified for the award of the contract. Such discussions must comply with the request for proposals and with the regulations set by the city council. To obtain the best offers, the city may allow the submission of revisions after proposals are submitted and before the award of the contract. All offerors must be treated fairly and equally with respect to any opportunity for discussion and revision of the proposals.

In the end, the contract must be awarded to the offeror whose proposal is determined to be the most advantageous to the city. The city is to determine which proposal is the most advantageous based on the relative importance of price and the other evaluation factors included in the request for proposals.

Is information contained in a bid or proposal confidential under the Public Information Act?

Section 552.104 of the Government Code provides as follows:

- (a) Information is excepted from the requirements of Section 552.021 if it is information that, if released, would give advantage to a competitor or bidder.
- (b) The requirement of Section 552.022 that a category of information listed under Section 552.022(a) is public information and not excepted from required disclosure under this chapter unless expressly confidential under law does not apply to information that is excepted from required disclosure under this section.

The purpose of section 552.104(a) is to protect the interests of a governmental body in situations such as competitive bidding and requests for proposals, where the governmental body may wish to withhold information in order to obtain more favorable offers. Significantly, it is not designed to protect the interests of private parties that submit information such as bids and proposals to governmental bodies. Because section 552.104(a) protects only the interests of governmental bodies, it is an exception that a governmental body may waive by, for example, disclosing the information to the public or failing to raise the exception within the ten-day deadline.

Generally, section 552.104(a) protects information from public disclosure if the governmental body demonstrates potential harm to its interests in a particular competitive situation. A general allegation of a remote possibility of harm is not sufficient to invoke section 552.104(a). Section 552.104(a) is frequently raised to protect information submitted to a governmental body in response to a competitive bidding notice or request for proposals. In this context, the protection of section 552.104(a) is temporal in nature. Generally, section 552.104(a) does not except bids from public disclosure after bidding is completed and the contract has been executed. However, bids may continue to be withheld from public disclosure during the period in which the governmental body seeks to clarify bids and bidders remain at liberty to furnish additional information. Section 552.104(a) does not apply when a single individual or entity is seeking a contract as there are no "competitors" for that contract. Note that even when section 552.104(a) does not

protect bids from required public disclosure, section 552.110 will require the governmental body to withhold any portions of those bids that contain trade secrets or other commercial or financial information that is made confidential by law.

In addition to protecting the actual bid proposals, section 552.104(a) may protect information related to the bidding process that is not part of a bid. Although early decisions of the attorney general concluded that section 552.104(a) does not protect the interests of governmental bodies when they engage in competition with private entities in the marketplace, this line of opinions has been reexamined. In Open Records Decision No. 593 (1991), the attorney general concluded that a governmental body may claim section 552.104(a) to withhold information to maintain its competitive advantage in the marketplace if the governmental body can demonstrate: (1) that it has specific marketplace interests and (2) the possibility of specific harm to these marketplace interests from the release of the requested information. A governmental body that demonstrates that section 552.104 applies to information may withhold that information even if it falls within one of the categories of information listed in section 552.022(a).

Is information within a bid request concerning historically underutilized businesses confidential?

In 1997, the Texas Legislature amended the Public Information Act to make confidential certain information about disadvantaged or historically underutilized businesses. General information about these businesses is confidential if it is submitted to a governmental body in connection with an application for certification as a historically underutilized or disadvantaged business. With two exceptions, this information may be disclosed only with the express written consent of the applicant or the applicant's agent.

Without such consent, this information may be disclosed to a state or local governmental entity for one of the following two purposes: (1) to verify an applicant's status as a historically underutilized or disadvantaged business; or (2) to conduct a study of public purchasing programs established under state law for historically underutilized or disadvantaged businesses.

It is important to note that this new law protects only the information submitted with an application for certification as a historically underutilized or disadvantaged business. The business's actual bid is subject to the same rules of disclosure as any other bid. Additionally, information submitted in connection with a specific proposed contractual relationship or within an application to be placed on a bidders' list would be accessible under usual open records provisions. Thus, this information may be accessible even though it involves data that would be confidential if it were contained in the entity's application for certification as a historically underutilized or disadvantaged business.

Must bidders be allowed to speak at a city council meeting to explain or defend their bids?

A bidder does not have any special right to speak at an open meeting of the city council. The Texas Attorney General has concluded that the Open Meetings Act does not give members of the public a right to speak at an open meeting. Further, if the city chooses to allow members of the public to speak at a council meeting, the council may make reasonable rules regulating the number of speakers on a particular subject and the length of each presentation. However, the city council should not discriminate between one speaker and another, and the rules should be applied equally to all members of the public. The only situation in which the city council may be required to allow members of the public to speak would be if state law requires a public hearing on an issue or if state law requires that public comment be allowed on a particular subject.

However, there is no such public hearing or comment requirement that is applicable to competitive bidding issues.