

City of Lubbock, Texas
Regular City Council Meeting
Thursday, March 26, 2015

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



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

<http://www.mylubbock.us>

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

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

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

2:30 p.m. -- City Council convenes in open session, and recesses into executive session to consider items 1.-1.2.3.

5:15 p.m. -- City Council reconvenes in open session to consider items 2.-6.14.

1. **Executive Session**

1. 1. Hold an executive session in accordance with Texas Government Code, Section 551.071, with legal counsel for advice about pending or contemplated litigation or settlement agreement and on matters in which the duty of the attorney under the Texas Disciplinary Rules of Professional Conduct conflicts with Chapter 551.
1. 1. 1. Discuss Subchapter C of Chapter 552 of the Texas Local Government Code and any ordinances or resolutions adopted pursuant thereto.
1. 1. 2. No. 14-0572 - In the Supreme Court of Texas - Coyote Lake Ranch, LLC v. The City of Lubbock, On Review from the Seventh Court of Appeals at Amarillo, Texas No. 14-00006-CV
1. 2. Hold an executive session in accordance with the Texas Government Code, Section 551.074, to discuss personnel matters.
 1. 2. 1. City Attorney
 1. 2. 2. City Manager
 1. 2. 3. City Secretary

2. **Proclamations and Presentations**

2. 1. Invocation by Pastor Jeffrey Vayda, Gloria Dei Lutheran Church

2. 2. Pledges of Allegiance
2. 3. Presentation of a special recognition for the annual ABC Rodeo.
2. 4. Presentation of special recognition for the month of March being Red Cross Month.

2. 5. **Board Recognitions:**
Community Development and Services Board:

Nitra Barnes
Shirley Berk
Lana Moore
Lauren Sullivan
Ian Watts

Lake Alan Henry Board of Appeals:

Resa Carson

North and East Lubbock Community Development Corporation Board of Directors:

Gilbert Flores
Subodh Patel

Urban Design and Historic Preservation Commission:

Gretchen Scott

Urban Renewal and Neighborhood Redevelopment Commission:

Amanda Luna
Steve Warren

3. **Citizen Comments - Pursuant to City Council Resolution 2014-R0320, any citizen wishing to appear before a regular meeting of the City Council shall:**

Notify the City Manager's office of that fact, completing the form available at the City Manager's office, or online at the following hyperlink:

[Public Comments Sign-Up Form](#)

and submit it no later than seventy-five (75) hours prior to the start of the meeting at which the citizen wishes to appear; or

sign up to speak at the City Council meeting itself, completing the form provided at the meeting, with regard to any item posted on the City Council agenda.

See the Supplemental Citizen Comment Agenda.

4. **Minutes**

4. 1. February 26, 2015 Regular City Council Meeting

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

5. 1. **Budget Amendment Ordinance 1st Reading - Finance:** Consider Budget Ordinance Amendment 15 amending the FY 2014-15 budget for municipal purposes respecting the grant fund to accept and appropriate additional funding from the Dallas Police Department for the Internet Crimes Against Children grant; providing for filing; and providing for a savings clause.
5. 2. **Resolution – Public Works Engineering:** Consider a resolution authorizing the Mayor to execute a Professional Services contract 12198 with Freese & Nichols, Inc. for Construction Representative Professional Services Associated with the Bailey County Disinfection Improvements Project Construction Contract, ITB-15-12035-TF.
5. 3. **Resolution – Public Works Engineering:** Consider a resolution authorizing the Mayor to execute Amendment 1 to contract 11815 Professional Services Agreement with Kimley-Horn and Associates, Inc., for providing construction phase services for South Lubbock Sanitary Sewer Extension Phase 1/B Capital Improvements Project.
5. 4. **Resolution – Public Works Engineering:** Consider a resolution authorizing the Mayor to execute Change Order 1 to contract 11668 with Garney Companies, Inc. from Kansas City, Missouri for the construction of the second phase (Contract B) of Bailey County Well Field Supply Pipeline, RFP 13-11668-MA.
5. 5. **Resolution – Water Resources:** Consider a resolution authorizing the Director of Water Utilities to execute and submit to the U.S. Department of Interior Bureau of Reclamation WaterSMART Title XVI Water Reclamation and Reuse Program a grant application for financial assistance associated with a water reuse feasibility study.
5. 6. **Ordinance 1st Reading - Public Works Traffic Engineering:** Consider an ordinance amending Section 20.05.103 of the Code of Ordinances of the City of Lubbock, with regard to the establishment of school zones.
5. 7. **Ordinance 1st Reading – Right-of-Way:** Consider an ordinance abandoning and closing a portion of a 5-foot x 15-foot water line easement located on Lot 8, Cascada Professional Office Park, Lubbock County, Texas, 6102 82nd Street.
5. 8. **Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute contract 12227 with Environmental Services Agency, L.L.C. for asbestos and mold consulting services for Citizens Tower (formerly known as the Omni Building) located at 1206 14th Street, RFQ 15-12227-MA.
5. 9. **Resolution - Solid Waste:** Consider a resolution authorizing the Mayor to execute contract 12155 with NetConnection, LLC, for the litter fence and additional netting panels at the West Texas Region Disposal Facility, ITB 15-12155-PD.
5. 10. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute a purchase order contract 31022649 to Gene Messer for three mid-size sport utility vehicles, ITB 15-12182-SS.
5. 11. **Resolution - Community Development:** Consider a resolution of support for a proposed development Mahon Villas Associates, LP to apply to the Texas Department of Housing and Community Affairs (TDHCA) for funding for an affordable rental housing development to be located at 1913 Baylor Street, Lubbock, TX 79415 and named Mahon Villas Apartments.

- 5. 12. **Resolution - Transportation Services:** Consider a resolution authorizing the Mayor to execute contract 12112 with Belinda Alexander, OTR, (Occupational Therapist Registered), CLT (Certified Lymphedema Therapist) for Citibus ADA (Americans with Disabilities Act), Paratransit Client Assessments, RFP 15-12112-MA.
- 5. 13. **Resolution - Purchasing and Contract Management:** Consider a resolution authorizing the Mayor to execute contract 12195 with Baker Office Products for office supplies for City Departments, ITB 15-12195-SS.
- 5. 14. **Resolution - Emergency Management:** Consider a resolution authorizing the Mayor to approve the Lubbock County Multi-Jurisdictional Hazard Mitigation Plan.

6. **Regular Agenda**

- 6. 1. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3116-H, a request of Hugo Reed and Associates, Inc., for Wee Care Educational Learning Center, for a zoning change from Garden Office (GO) to Apartment Medical (AM) on Tract L, Kelsey Park Addition, 13401 Quaker Avenue, Lubbock, Texas and consider an ordinance.
- 6. 2. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3249, a request of JDMA, Inc., for Scoggin Dickey Dealership, for a zoning change from Transitional (T) to Interstate Highway Commercial (IHC) on 4.32 acres of unplatted land out of Block JS, Section 9, northeast corner of West Loop 289 and 19th Street, Lubbock, Texas and consider an ordinance.
- 6. 3. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3250, a request of Brandon Sanderson for a zoning change from Transitional (T) to Interstate Highway Industrial (IHI) on 5.14 acres of unplatted land out of Block AK, Section 30, 6601 Upland Avenue, Lubbock, Texas and consider an ordinance.
- 6. 4. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3251, a request of AMD Engineering, LLC, for Henry Patel, for a zoning change from R-1 and Interstate Highway Commercial (IHC) to IHC for a hotel on Tract 2-A-1-A, Niraj Investments LLC Addition, 6506 Interstate 27, Lubbock, Texas and consider an ordinance.
- 6. 5. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 1542-U, a request of WCA Design Studio, LLC, for Sharp Academy, for a zoning change from AM to C-2A Specific Use for a private school and all unconditionally permitted AM uses on the west 172 feet of Tract C and Tract D, South Park Addition, 4415 66th Street, Lubbock, Texas and consider an ordinance.
- 6. 6. **Resolution - Planning:** Consider a resolution approving and granting a variance from the applicable 300-foot minimum distance provisions of City of Lubbock Ordinance 2009-O0060 at the location of 2908 Parkway Drive for an off-premise alcoholic beverage permit.
- 6. 7. **Ordinance - Finance:** Consider an ordinance providing for the issuance of City of Lubbock, Texas, Tax and Waterworks System Surplus Revenue Certificates of Obligation, Series 2015; Levying a tax and pledging surplus waterworks system revenues in payment thereof; providing for the award of the sale thereof in accordance with specified parameters; approving the official statement; approving execution of a purchase contract; and enacting other provisions relating thereto.

6. 8. **Ordinance - Finance:** Consider an ordinance providing for the issuance of City of Lubbock, Texas, Electric Light & Power System Revenue Bonds, Series 2015; providing for the award of the sale thereof in accordance with specified parameters; approving the official statement; approving execution of a purchase contract; and enacting other provisions relating thereto.
6. 9. **Ordinance - Finance:** Consider an ordinance providing for the issuance of City of Lubbock, Texas, General Obligation Refunding Bonds, Series 2015 and City of Lubbock, Texas General Obligation Refunding Bonds, Taxable Series 2015; levying a tax in payment thereof; providing for the award of the sale thereof in accordance with specified parameters; approving the official statement; approving execution of a purchase contract and escrow agreement; and enacting other provisions relating thereto.
6. 10. **Resolution – Human Resources:** Consider a resolution authorizing the Mayor to execute a contract 12219 Slavin Management Consultants, for City Manager executive search firm services, RFP 15-12219-MA.
6. 11. **Board Appointments - City Secretary:** Consider three appointments to the Board of Health, one appointment to the Civic Lubbock, Inc. Board of Directors, seven appointments to the Keep Lubbock Beautiful Advisory Committee, and three appointments to the North Overton Tax Increment Financing Reinvestment Board of Directors.
6. 12. **Board Appointment - City Secretary:** Appoint the Chairperson of the Central Business District Tax Increment Financing Reinvestment Zone Board of Directors for calendar year 2015, with the term ending on December 31, 2015.
6. 13. **Board Appointment - City Secretary:** Appoint the Chairperson of the Lubbock Business Park Tax Increment Financing Reinvestment Zone Board of Directors for calendar year 2015, with the term ending on December 31, 2015.
6. 14. **Board Appointment - City Secretary:** Appoint the Chairperson of the North Overton Tax Increment Financing Reinvestment Zone Board of Directors for calendar year 2015, with the term ending on December 31, 2015.



CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
February 26, 2015
1:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 26th of February, 2015, 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 Jim Gerlt; Council Member Karen Gibson; Council Member Jeff Griffith; Council Member Victor Hernandez; Council Member Latrelle Joy; Council Member Floyd Price; City Manager James Loomis; City Secretary Rebecca Garza; City Attorney Chad Weaver

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

- *1.1-1.2; Executive Session; 3.1-3.2; 3.4; 3.3; 3.5; Citizens Comments 4.1-4.5; Citizen Comments (Sign-ups) 4.6; 5.1; 6.1; 6.3-6.4; 6.6-6.14; 6.17-6.19; 6.2-6.2.2; 6.15; 6.5; 6.16; and 7.1-7.10.*

1. Work Session

- 1. 1.** Hear a presentation and discuss Stormwater Utility Rates and possible amendments to the rate structure.

Mike Keenum, Stormwater Engineer, gave a presentation and answered questions from City Council.

James Loomis, City Manager; Cheryl Brock, Budget Director; and Wood Franklin, City Engineer, gave comments and answered questions from City Council.

- 1. 2.** Budget Direction Discussion for FY 2015-16 Operating Budget and Capital Program

James Loomis, City Manager; and Cheryl Brock, Budget Director, gave comments and answered questions from City Council.

Among other topics, Council discussed master leases, street maintenance to General Fund, transfers, cash funding, reserves, and underground utilities in downtown.

2. Executive Session

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

2. 1. Hold an executive session in accordance with Texas Government Code, Section 551.071, with legal counsel for advice about pending or contemplated litigation or settlement agreement and on matters in which the duty of the attorney under the Texas Disciplinary Rules of Professional Conduct conflicts with Chapter 551.

2. 1. 1. Discuss Subchapter C of Chapter 552 of the Texas Local Government Code and any ordinances or resolutions adopted pursuant thereto.

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

2. 2. 1. City Attorney

2. 2. 2. City Manager

2. 2. 3. City Secretary

2. 2. 4. City Treasurer

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

3. Proclamations and Presentations

3. 1. Invocation by Pastor Dusty Thompson, Redeemer Church

Pastor Dusty Thompson, Redeemer Church, led the invocation.

3. 2. Pledges of Allegiance

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

3. 3. Presentation of a Special Recognition to the Texas Society of Professional Engineers honoring National Engineers' Week.

Mayor Pro Tem Jim Gerlt presented a special recognition to the Texas Society of Professional Engineers honoring National Engineers' Week. Several Engineers for the City of Lubbock accepted the recognition.

3. 4. Presentation of a special recognition for the month of February as Heart Month in Lubbock.

Council Member Latrelle Joy presented a special recognition of February as Heart Month in Lubbock. Kathy McCandless-Pettit, Tommy Parrish, and Denise Sanders, all representing the American Hearth Association, appeared to accept the recognition.

3. 5. **Board Recognitions:** Presented by Mayor Pro Tem Jim Gerlt

Keep Lubbock Beautiful Advisory Committee:

Paige Holland (unable to attend)

Permit & License Appeal Board:

William McNamara

Urban Design & Historic Preservation Commission:

Melanie Clark (unable to attend)

Abel Hernandez

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

4. 1. Dr. Ted W. Reid will appear before the City Council to discuss agenda item 7.7.

Dr. Ted W. Reid appeared before City Council to speak about issues regarding item 7.7 (Oil & Gas Drilling).

4. 2. Leila Forouhi will appear before the City Council to discuss agenda item 7.7.

Leila Forouhi appeared before City Council to speak about issues regarding item 7.7 (Oil & Gas Drilling).

4. 3. Leann Lamb-Vines will appear before City Council to discuss agenda item 7.7.

Leann Lamb-Vines appeared before City Council to speak about issues regarding item 7.7 (Oil & Gas Drilling).

4. 4. Thomas A. Rogers will appear before the City Council to discuss agenda item 7.7.

Thomas A. Rogers appeared before City Council to speak about issues regarding item 7.7 (Oil & Gas Drilling).

4. 5. Deanne Clark will appear before the City Council to discuss agenda items 1.1 and 7.8.

Deanne Clark appeared before City Council to speak about issues regarding items 1.1 (Stormwater Utility Rates) and 7.8 (Ad Hoc Committee).

4. 6. **Sign-ups:**

- Arlen Wesley, Clyde James, Katy Phillips, Steve Payton, Jim Dominick, Mikel Ward, and Roger Settler appeared before City Council to speak in opposition of item 1.1 (Stormwater Utility Rates).
- Ysidro Gutierrez appeared before City Council to speak about issues regarding item 1.2 (Budget).
- Shere Forkner and Russell Ray appeared before City Council to speak in opposition of item 7.7 (Oil & Gas Drilling).
- Eddie McBride appeared before City Council to speak in favor of item 7.7 (Oil & Gas Drilling).
- Naida Gonzales appeared before City Council to speak in opposition of items 1.1 (Stormwater Utility Rates) and 7.7 (Oil & Gas Drilling).

5. **Minutes**

5. 1. December 16, 2014 Special City Council Meeting (Electric Utility Board)
January 22, 2015 Regular City Council Meeting

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Jim Gerlt to approve the December 16, 2014 Special City Council Meeting (Electric Utility Board) minutes and the January 22, 2015 Regular City Council Meeting minutes.

Vote: 7 - 0 Motion carried

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

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to approve items 6.1; 6.3-6.4; 6.6-6.14; and 6.17-6.19.

Vote: 7 - 0 Motion carried

6. 1. **Budget Amendment Ordinance 2nd Reading - Finance:** Ordinance No. 2015-00015, Amendment 11, amending the FY 2014-15 budget for municipal purposes respecting the Capital Improvement Program by amending Capital Improvement Project (CIP) 92171–LAH Water Treatment Plant and Terminal Reservoir, CIP 92312–Bailey County Wellfield Disinfection System, CIP 92397–Pump Station 10, CIP 91034 – Water Line Replacement, CIP 91035–Water Lines Ahead of Street Pavings, CIP 90141–South Lubbock Storm Sewer, CIP 92221–Northwest Water Reclamation Plant, CIP 92394–Street Intersection Drainage Improvements, CIP 92289–98TH Street-University to US 87, CIP 92259–Fire Station 19, CIP 92307–Animal Shelter Expansion, CIP 91038–Sewer Line Replacement, CIP 92178–South Lubbock Sanitary Sewer System Expansion Phase I, CIP 91003–Bailey County Wellfield Improvements, CIP 92174–Northwest Lubbock and Maxey Park Project; providing for filing; and providing for a savings clause.

6. 2. **Budget Amendment Ordinance 2nd Reading - Finance:** Ordinance No. 2015-O0013, Amendment 12, amending the FY 2014-15 budget for municipal purposes respecting the Grant Fund by accepting and appropriating funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) grant and the Community Services Block Grant (CSBG); providing for filing; and providing for a savings clause.

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to approve Ordinance No. 2015-O0013.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (RECUSE)

6. 2. 1. **Resolution - Community Development:** Resolution No. 2015-R0070 authorizing the Mayor to execute contract 12232 and all related documents with Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) to fund utility assistance programs to low-income families and individuals.

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to approve Resolution No. 2015-R0070.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (RECUSE)

6. 2. 2. **Resolution - Community Development:** Resolution No. 2015-R0071 authorizing the Mayor to execute contract 12233 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.

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to approve Resolution No. 2015-R0071.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (RECUSE)

6. 3. **Budget Amendment Ordinance 1st Reading - Finance:** Ordinance No. 2015-O0016, Amendment 14, amending the FY 2014-15 budget for municipal purposes respecting the Lubbock Power and Light (LP&L) Capital Improvement Program by amending Capital Improvement Project (CIP) 8585–Air Switch Replacement, CIP 92341–Overhead Fault Indicators, CIP 92374–69 kV Line Rebuild–Coop To Slaton, CIP 92377–Brandon Station Outage–Medium Term, CIP 8591–Massengale Station Outage, CIP 92334–Massengale Station Outage–Long-Term; providing for filing; and providing for a savings clause.

6. 4. **Resolution – Public Works Engineering:** Resolution No. 2015-R0056 authorizing the Mayor to execute Professional Services Contract 12225 with Alan Plummer Associates, Inc. for providing Construction Phase Services for the Northwest Water Reclamation Plant Capital Improvements Project.
6. 5. **Resolution – Wastewater:** Resolution No. 2015-R0073 authorizing the Mayor to execute Amendment 3 associated with contract 8462, a professional services agreement with Alan Plummer & Associates for preliminary engineering, design, and construction management services associated with the Canyon Lakes Reuse Project, RFQ 08-718-BM.

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

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to approve Resolution No. 2015-R0073.

Vote: 7 - 0 Motion carried

6. 6. **Resolution - Public Works Engineering:** Resolution No. 2015-R0057 authorizing the Mayor to execute Amendment 1 to contract 11150 with Kimley-Horn and Associates for the Engineering and Design of 98th Street from University Avenue to US 87, ITB 13-11150-TL.
6. 7. **Resolution – Public Works:** Resolution No. 2015-R0058 authorizing the Mayor to reject all bids for Ice Control Salt Annual Pricing Contract, ITB 15-12190-PD.
6. 8. **Resolution - Water Utilities:** Resolution No. 2015-R0059 authorizing the Mayor to reject all bids for two medium voltage motor controllers, ITB 15-12175-PD, associated with Pump Station 3.
6. 9. **Ordinance 2nd Reading – Right-of-Way:** Ordinance No. 2015-O0014 abandoning and closing a 4-foot Lubbock Power and Light (LP&L) underground utility easement and transformer pad easement located in Lot 2, Block 24, Rushland Park Addition Lubbock County, Texas, easement located at 4604 9th Street, Lubbock, Texas.
6. 10. **Ordinance 1st Reading – Right-of-Way:** Ordinance No. 2015-O0017 abandoning and closing a 20-foot utility easement located in Lots 9 through 21, Western Meadows Gardens Addition, Lubbock County, Texas, easement located at 5026 56th Street, Lubbock, Texas.
6. 11. **Resolution - Right-of-Way:** Resolution No. 2015-R0060 authorizing the City Council to accept on behalf of the City of Lubbock an easement from Lori Hutson, a single woman, and William Robert Hutson and wife, Shirley F. Hutson regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located out of Section 33, Block JS, Lubbock, Lubbock County, Texas.
6. 12. **Resolution - Airport:** Resolution No.'s 2015-R0061 and 2015-R0062 authorizing the Mayor to execute contract 12147 with Parkhill, Smith and Cooper, Inc. and contract 12234 with RS&H, Inc. for the Architectural/Engineering Services for Lubbock Preston Smith International Airport Improvement Projects, RFQ 15-12147-MA.

6. 13. **Resolution - Airport:** Resolution No. 2015-R0063 authorizing the Mayor to execute an amendment to contract 5492 with Republic Parking System, Inc. for Public Parking Management of the Airport Shelter Park facility for Lubbock Preston Smith International Airport.
6. 14. **Resolution - Community Development:** Resolution No. 2015-R0064 authorizing the Mayor to execute Community Development Funding Contract 12231 and all related documents with Lutheran Social Services of the South (LSSS) to provide utility assistance to qualified low-income persons and families through the Comprehensive Energy Assistance Program (CEAP) and the Community Services Block Grant (CSBG).
6. 15. **Resolution - Community Development:** Resolution No. 2015-R0072 authorizing the Mayor to execute Community Development Funding Contract 12230 and all related documents with Catholic Charities of Lubbock to provide assistance to families to transition them out of poverty through the Community Service Block Grant (CSBG) for the Parent Empowerment Program.

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to approve Resolution No. 2015-R0072.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (RECUSE)

6. 16. **Resolution - Community Development:** Resolution No. 2015-R0074 authorizing the Mayor to execute a confirmation that the City of Lubbock adopts the proposed revitalization plan to be submitted to the Texas Department of Housing and Community Affairs (TDHCA) for The Mahon Revitalization Plan which is in the Mahon area with boundaries North – Cornell Street, South - Baylor Street & Auburn, East – N. Avenue “Q” and West – Baylor Drive in the City of Lubbock, Texas.

Bill Howerton, Assistant City Manager, gave comments and answered questions from City Council.

Motion by Council Member Floyd Price, seconded by Council Member Victor Hernandez to approve Resolution No. 2015-R0074.

Vote: 6 - 1 Motion carried

NAY: Mayor Glen C. Robertson

6. 17. **Resolution - Parks and Recreation:** Resolution No. 2015-R0065 authorizing the Mayor to execute contract 12146 with Gorman Outdoor Inc. for the application of fertilizer at various parkland properties, ITB 15-12146-TS.
6. 18. **Resolutions - Radio Shop:** Resolution No.'s 2015-R0066, 2015-R0067, and 2015-R0068 authorizing the Mayor to execute contract 12292 with Defender Supply, LLC, contract 12089 with GT Distributors, Inc., and contract 12293 with Siddons-Martin Emergency Group - EVS Division for Police, Fire and Public Works emergency lighting.

6. 19. **Resolution – Police:** Resolution No. 2015-R0069 authorizing the Mayor to sign Interlocal Agreement 12235 between the City of Lubbock and the Lubbock Emergency Communication District (LECD) for the LECD to provide and maintain, State-of-the-Art Enhanced 9-1-1 Telephone Customer Premise Equipment.

7. **Regular Agenda**

7. 1. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2015-O0018, for Zone Case 3248, a request of Ralph Wolf for a zoning change from T to IHI on 8 acres of unplatted land out of Block AK, Section 31, 7333 Marsha Sharp Freeway.

Mayor Robertson opened the public hearing at 6:40 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 6:41 p.m.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to approve Ordinance No. 2015-O0018.

Vote: 7 - 0 Motion carried

7. 2. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2015-O0019, for Zone Case 2182-A, a request of Kathy Whatley, for St. Matthews United Methodist Church, for a zoning change from R-2 to A-2 for a church on Lots 586 through 588 less 389 square feet of the right-of-way, Richland Hills Addition, 5320 50th Street.

Mayor Robertson opened the public hearing at 6:41 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 6:42 p.m.

Motion by Council Member Floyd Price, seconded by Council Member Jeff Griffith to approve Ordinance No. 2015-O0019.

Vote: 7 - 0 Motion carried

7. 3. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2015-O0020, for Zone Case 1087-D, a request of The Ranch at Dove Tree, LLC for a zoning change from GO to A-2 for a boarding house on the east 63 feet of Lots 8 through 10, Block 13, Overton Addition, 1807 13th Street.

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

Mayor Robertson opened the public hearing at 6:42 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 6:43 p.m.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to approve Ordinance No. 2015-O0020.

Vote: 7 - 0 Motion carried

7. 4. **Ordinance 2nd Reading – Planning:** Ordinance No. 2015-O0012 annexing a parcel approximately 107.53 acres out of Section 4, Block AK, Lubbock, Lubbock County, Texas, adjacent to the City limits north of 146th Street east of Quaker Avenue.

Motion by Council Member Karen Gibson, seconded by Mayor Pro Tem Jim Gerlt to approve Ordinance No. 2015-O0012.

Vote: 6 - 1 Motion carried

NAY: Council Member Victor Hernandez

7. 5. **Resolution - Planning:** Resolution No. 2015-R0075 approving and granting a variance from the applicable 300-foot minimum distance provisions of City of Lubbock Ordinance 2009-O0060 at the location of 2906 4th Street, for an alcoholic beverage permit.

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

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to approve Resolution No. 2015-R0075.

Vote: 5 - 1 Motion carried

NAY: Mayor Pro Tem Jim Gerlt

Other: Mayor Glen C. Robertson (RECUSE)

7. 6. **Resolution - Finance:** Resolution No. 2015-R0076 accepting the City of Lubbock Comprehensive Annual Financial Report for fiscal year ended September 30, 2014.

Pam Moon, Director of Finance; and David Coleman, Director of BKD, L.L.P., gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Karen Gibson to approve Resolution No. 2015-R0076, with amended page 37 to the City of Lubbock Comprehensive Annual Financial Report.

Vote: 7 - 0 Motion carried

7. 7. **Ordinance 1st Reading - Planning:** Ordinance No. 2015-O0021 amending Article 8.07 (Oil and Gas Drilling) of the Code of Ordinances of the City of Lubbock, Texas, amending provisions to encompass current State law and practices, increasing the overall limits for insurance and establishing a minimum insurance rating requirement, increasing the penalty fine limit, creating an Oil and Gas Advisory Committee and provide for its review of Oil Gas Permit applications, amending permit application procedures and requirements,

amending setback standards, limiting the hours of operation, increasing the permit application fee, requiring a closed loop system for certain wells, establishing regulations for hydrogen sulfide producing wells, establishing requirement for fresh water well testing, and conforming the ordinance to the standards and conventions of the remainder of the Code of Ordinances; providing a penalty clause; providing a savings clause; and providing for publication.

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

Main Motion - Motion by Council Member Karen Gibson, seconded by Mayor Pro Tem Jim Gerlt to approve Ordinance No. 2015-00021.

Amendment 1: Motion by Council Member Latrelle Joy, seconded by Council Member Victor Hernandez to amend Section 8.07.003 by striking the language of the section in its entirety and replacing it with the following provisions:

(a) The City Manager shall enforce the provisions of this article and shall have the authority to issue any orders, directives, warnings, or citations, required to carry out the intent and purpose of this article and its particular provisions. The City Manager may retain the services of an independent consultant to aid in the detection of violations and the enforcement of this article.

(b) The City Manager shall have the authority, in accordance with applicable law, to enter and inspect any premises covered by the provisions of this article to determine compliance with the provisions of this article and all applicable laws, rules, regulations, standards, or directives of the state. The City Manager shall conduct, at minimum, yearly inspections of any premises covered by the provisions of this article, in order to determine that all operations are in compliance with this article.

(c) The City Manager shall have the authority to request and receive any public records, including records sent to the RRC, reports and the like, relating to the status or condition of any permitted oil and gas Well, necessary to establish compliance with the applicable oil and gas Well permit.

Vote: 4-3 Motion carried
NAY: Mayor Glen C. Robertson
Council Member Karen Gibson
Council Member Jeff Griffith

Amendment 2: Motion by Council Member Latrelle Joy, seconded by Council Member Victor Hernandez to amend Section 8.07.032(b)(1)&(2) by striking the language of those subsections in its entirety and replacing it with the following provisions:

(1) No oil or gas Well shall be located closer than six hundred (600) feet of an existing residential structure, or an existing commercial structure, or an existing church, public or private school, hospital, nursing home, college or university, daycare center, or public athletic field, or an existing domestic fresh water well, or property zoned or proposed by the Lubbock Comprehensive Plan as residential or commercial, without the applicant first having secured the written permission of the owner/owners thereof.

Vote: 4-3 Motion carried
NAY: Mayor Glen C. Robertson
Council Member Karen Gibson
Council Member Jeff Griffith

Main Motion with Amendments 1 & 2:

Vote: 4-3 Motion carried
NAY: Mayor Glen C. Robertson
Council Member Karen Gibson
Council Member Jeff Griffith

7. 8. **Resolution - City Council:** Consider a resolution reconstituting the Ad Hoc Committee, as originally created by Resolution No. 2012-R0314, to study stormwater charges, and if necessary, naming members to the Committee to replace any members that are unavailable to serve.

This item failed.

Motion by Council Member Victor Hernandez, seconded by Council Member Latrelle Joy to approve this item.

Vote: 3 - 4 Failed

NAY: Mayor Glen C. Robertson
Mayor Pro Tem Jim Gerlt
Council Member Karen Gibson
Council Member Jeff Griffith

7. 9. **Board Appointments:** Consider ten appointments to the Community Development and Services Board, one appointment to the Lake Alan Henry Board of Appeals, one appointment to the Urban Design and Historic Preservation Commission, and five appointments to the Urban Renewal and Neighborhood Redevelopment Commission.

Community Development and Services Board:

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to reappoint Linda Carpenter, Bobby Cude, William Curnow, William McNamara, and Greg Ricks.

Vote: 7 - 0 Motion carried

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Jeff Griffith to appoint Nitra Barnes to replace Nettie Edwards.

Vote: 7 - 0 Motion carried

Motion by Council Member Jeff Griffith, seconded by Mayor Pro Tem Jim Gerlt to

appoint Ian Watts to replace Brice Foster.

Vote: 7 - 0 Motion carried

Motion by Council Member Victor Hernandez, seconded by Council Member Floyd Price to appoint Lana Moore to replace Jaime Garcia.

Vote: 7 - 0 Motion carried

Motion by Council Member Latrelle Joy, seconded by Mayor Pro Tem Jim Gerlt to appoint Shirley Berk to replace Roger Karr.

Vote: 7 - 0 Motion carried

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to appoint Lauren Sullivan to replace Joe Phea.

Vote: 7 - 0 Motion carried

Lake Alan Henry Board of Appeals: Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to appoint Resa Carson to replace Trey Strong.

Vote: 7 - 0 Motion carried

Urban Design and Historic Preservation Commission: Motion by Council Member Latrelle Joy, seconded by Council Member Victor Hernandez to appoint Gretchen Scott to replace Paul Carson.

Vote: 7 - 0 Motion carried

Urban Renewal and Neighborhood Redevelopment Commission:

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to appoint Steve Warren to replace Marcus Borhani.

Vote: 7 - 0 Motion carried

Motion by Council Member Floyd Price, seconded by Council Member Victor Hernandez to appoint Amanda Luna to replace Larissa Cable.

Vote: 7 - 0 Motion carried

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Karen Gibson to reappoint Juanita Kiesling, Denette Vaughn, and Jeffery Vitale.

Vote: 7 - 0 Motion carried

- 7. 10. Resolution - City Secretary:** Resolution No. 2015-R0077, appointing two members to the North & East Lubbock Community Development Corporation Board of Directors (NELCDC).

Motion by Council Member Victor Hernandez, seconded by Council Member Floyd Price to appoint Subodh Patel.

Vote: 7 - 0 Motion carried

Motion by Council Member Victor Hernandez, seconded by Council Member Floyd Price to appoint Gilbert Flores.

Vote: 5 - 2 Motion carried

NAY: Mayor Glen C. Robertson
Council Member Jeff Griffith

7:27 P.M. CITY COUNCIL ADJOURNED

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

GLENN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary





Regular City Council Meeting

5. 1.

Meeting Date: 03/26/2015

Information

Agenda Item

Budget Amendment Ordinance 1st Reading - Finance: Consider Budget Ordinance Amendment 15 amending the FY 2014-15 budget for municipal purposes respecting the grant fund to accept and appropriate additional funding from the Dallas Police Department for the Internet Crimes Against Children grant; providing for filing; and providing for a savings clause.

Item Summary

- I. Accept and appropriate an additional \$23,000 from the Dallas Police Department for the Internet Crimes Against Children grant, for a total appropriation of \$43,000.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 15

Grant Detail Sheet - Police ICAC

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2014-15 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE ADDITIONAL FUNDING FROM THE DALLAS POLICE DEPARTMENT FOR THE INTERNET CRIMES AGAINST CHILDREN 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 2014-15 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2014-15 (Budget Amendment #15) for municipal purposes, as follows:

- I. Accept and appropriate an additional \$23,000 from the Dallas Police Department for the Internet Crimes Against Children grant, for a total appropriation of \$43,000.

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
Deputy City Attorney

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
March 26, 2015

Administrative Information:

City Assigned Grant Number:	<u>TBD</u>
Grant Name:	<u>Internet Crimes Against Children</u>
Grant Effective Date:	<u>07/01/2013-06/30/2015</u>
Grant Provider/Agency:	<u>City of Dallas Police Department/Department of Justice</u>
Grant Award Amount:	<u>\$ 43,000</u>

Budget Information:

	4/10/2014		
	Award	Amendment	Total Award
	Amount	Amount	Amount
Training, Equipment, and Operations	\$ 20,000	23,000	\$ 43,000
Grant Total			\$ 43,000



Regular City Council Meeting

5. 2.

Meeting Date: 03/26/2015

Information

Agenda Item

Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute a Professional Services contract 12198 with Freese & Nichols, Inc. for Construction Representative Professional Services Associated with the Bailey County Disinfection Improvements Project Construction Contract, ITB-15-12035-TF.

Item Summary

The City owns and operates the Bailey County Well Field located in Bailey County, which supplies groundwater to Lubbock. This well field could supply up to 40 million gallons per day.

The current disinfection method of gas chlorine and anhydrous ammonia has caused a buildup of minerals due to the reaction of chemicals which eventually cause the injection point to become clogged and unusable, resulting in multiple taps made in order to continue feeding the needed disinfection to the well field.

On January 8, 2015, Council awarded Associated Construction Partners LTD. the Bailey County Wellfield Disinfection construction project for an amount of \$2,941,750. The proposed construction project will replace the old pipe sections with the mineral build-up issue, add a new bypass line at the injection site, and convert the existing disinfection system to a 12.5% bulk sodium hypochlorite and 40% liquid ammonium sulfate system which accommodates flow regimes ranging from 2 to 40 million gallons per day. The new injection points will have pumps installed to ensure rapid mixing of the chemicals so mineral build-up will no longer form on the pipe. In addition, the new system is safer for both staff and the public by doing away with the chlorine gas and anhydrous ammonia system.

This new professional services contract will secure construction representative professional services in conjunction with the construction of the Bailey County Disinfection Improvements project. The contracted construction management professional service provider will be a field representative for the City and would be responsible for making site visits, communicating issues, running progress meetings, managing online project management systems, verifying completion quantities, coordinating testing, and interfacing between the design engineer, contractor, and City staff.

Qualifications were solicited under RFQ 15-12150-MA for work on large-scale projects in five separate construction disciplines: 1) water treatment plants, 2) water distribution and transmission systems, tanks, and pump stations, 3) waste water collection and transmission systems, lift stations, and large mains, 4) waste water reclamations plants, and 5) The evaluation committee independently reviewed the Statements of Qualification based on the criteria listed in the RFQ. Those criteria and relative percentage are summarized as follows:

1. Project Team Organization & Qualifications (30%).
2. Experience on Similar Projects (30%).
3. Project Approach (30%).
4. Overall Responsiveness to the RFQ (10%).

Four firms submitted Statements of Qualification (SOQ) and the results of the committee scoring for the water treatment construction discipline, which applies to the Bailey County Disinfection Improvements construction, are

shown below.

Firm	Score
Freese & Nichols, Inc. of Fort Worth, TX	459
Parkhill, Smith, & Cooper of Lubbock, TX	309
Kimley-Horn and Associates, Inc. of Fort Worth, TX	Opted out of this discipline
Smith Engineering Company of Roswell, NM	Opted out of this discipline

Staff recommends approval of the contract with Freese & Nichols, Inc. for Construction Representative Professional Services for the Bailey County Wellfield Disinfection construction project for a not to exceed contract in the amount of \$164,000.

Fiscal Impact

\$3,500,000 is appropriated in Capital Improvement Project 92312, Bailey County Well Field Disinfection System, with \$164,000 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution - Freese & Nichols

Contract - Freese & Nichols

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Professional Services Agreement for Bailey City Well Field Disinfection between the City of Lubbock and Freese & Nichols, Inc., and related documents. Said Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council this _____, 2015.

GLEN C. ROBERTSON

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

Res. Agreement-Professional Servs-Freese & Nichols, Inc
3.5.15

PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Contract, (the "Contract" or "Agreement"), effective as of the ____ day of _____, 2015 (the "Effective Date"), is by and between the City of Lubbock, (the "CITY"), a Texas home rule municipal corporation, and Freese and Nichols, Inc. , ("CONSTRUCTION REPRESENTATIVE") a Texas professional corporation authorized to conduct business in Texas.

WITNESSETH

WHEREAS, the City desires to obtain construction phase professional engineering services related to the general construction administration of the Bailey County Well Field Disinfection System Improvements Project (the "Activities");

WHEREAS, CONSTRUCTION REPRESENTATIVE has a professional staff experienced and is qualified to provide professional engineering services related to the Activities, and will provide the Services, as defined below, for the price provided herein, said price stipulated by CITY and CONSTRUCTION REPRESENTATIVE to be a fair and reasonable price; and

WHEREAS, the CITY desires to contract with CONSTRUCTION REPRESENTATIVE to provide professional engineering services related to the Activities and CONSTRUCTION REPRESENTATIVE desires to provide the Services related to same.

NOW THEREFORE, for and in consideration of the terms, covenants and conditions set forth in this Contract, the CITY and CONSTRUCTION REPRESENTATIVE hereby agree as follows:

ARTICLE I. TERM

The term of this Contract commences on the Effective Date and continues without interruption for a term of 500 days. If the CONSTRUCTION REPRESENTATIVE determines that additional time is required to complete the Services, the CITY Engineer, may in his discretion, but is not obligated to, execute an agreement to grant up to an additional six (6) months of time to complete the Services so long as the amount of the monetary consideration does not increase. An amendment to this Agreement resulting in an increase in the amount of the monetary consideration must be approved by the CITY acting through its governing body.

ARTICLE II. SERVICES AND COMPENSATION

A. CONSTRUCTION REPRESENTATIVE shall conduct all activities and within such timeframes as set forth on Exhibit "A," attached hereto (the "Services").

B. CONSTRUCTION REPRESENTATIVE shall receive as consideration to be paid for the performance of the Services set forth in the Basic Services, and if directed by CITY, the Additional Services and/or Special Services, based on hourly rates, not to exceed \$164,000, per Exhibit "A," Exhibit "B," and Exhibit "C."

ARTICLE III. TERMINATION

A. General. CITY may terminate this Contract, for any reason or convenience, upon thirty (30) days written notice to CONSTRUCTION REPRESENTATIVE. In the event this Agreement is so terminated, the CITY shall only pay CONSTRUCTION REPRESENTATIVE for services actually performed by CONSTRUCTION REPRESENTATIVE up to the date CONSTRUCTION REPRESENTATIVE is deemed to have received notice of termination as provided herein.

B. Termination and Remedies. In the event CONSTRUCTION REPRESENTATIVE breaches any term and/or provision of this Contract, the CITY shall be entitled to exercise any right or remedy available to it by this Contract, at law, equity, or otherwise, including without limitation, termination of this Contract and assertion of an action for damages and/or injunctive relief. The exercise of any right or remedy shall not preclude the concurrent or subsequent exercise of any right or remedy and all rights and remedies shall be cumulative.

ARTICLE IV. NON-ARBITRATION

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

ARTICLE V. REPRESENTATIONS AND WARRANTIES

A. Existence. CONSTRUCTION REPRESENTATIVE is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

B. Corporate Power. CONSTRUCTION REPRESENTATIVE has the corporate power to enter into and perform this Contract and all other activities contemplated hereby.

C. Authorization. Execution, delivery, and performance of this Contract and the activities contemplated hereby have been duly and validly authorized by all the requisite corporate action on the part of CONSTRUCTION REPRESENTATIVE. This Contract constitutes legal, valid, and binding obligations of the CONSTRUCTION REPRESENTATIVE and is enforceable in accordance with the terms thereof.

D. Construction Representative. CONSTRUCTION REPRESENTATIVE maintains a professional staff and employs, as needed, other qualified specialists experienced in providing the Services, and are familiar with all laws, rules, and regulations, both state and federal, including, without limitation the applicable laws, regarding the Activities contemplated hereby.

E. Performance. CONSTRUCTION REPRESENTATIVE will and shall conduct all activities contemplated by this Contract in accordance with the standard of care, skill and diligence normally provided by a professional person in performance of similar professional engineering services, and comply with all applicable laws, rules, and regulations, both state and federal, relating to professional engineering services, as contemplated hereby.

F. Use of Copyrighted Material. CONSTRUCTION REPRESENTATIVE warrants that any materials provided by CONSTRUCTION REPRESENTATIVE for use by CITY pursuant to this Contract shall not contain any proprietary material owned by any other party that is protected under the Copyright Act or any other law, statute, rule, order, regulation, ordinance or contractual obligation relating to the use or reproduction of materials. CONSTRUCTION REPRESENTATIVE shall be solely responsible for ensuring that any materials provided by CONSTRUCTION REPRESENTATIVE pursuant to this Contract satisfy this requirement and CONSTRUCTION REPRESENTATIVE agrees to indemnify and hold CITY harmless from all liability or loss caused to CITY or to which CITY is exposed on account of CONSTRUCTION REPRESENTATIVE's failure to perform this duty.

ARTICLE VI. SCOPE OF SERVICES

CONSTRUCTION REPRESENTATIVE shall accomplish the following:

Professional Construction Phase Engineering Services related to the general construction administration of the Bailey County Well Field Disinfection System Improvements project, as defined and provided in Exhibit "A," "Scope of Services."

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

CONSTRUCTION REPRESENTATIVE and CITY agree that CONSTRUCTION REPRESENTATIVE shall perform the duties under this Contract as an independent contractor and shall be considered as independent contractor under this Agreement and/or in its activities hereunder for all purposes. CONSTRUCTION REPRESENTATIVE has the sole discretion to determine the manner in which the services are to be performed. During the performance of the Services under this Agreement, CONSTRUCTION REPRESENTATIVE and CONSTRUCTION REPRESENTATIVE'S employees and/or subconsultants, will not be considered, for any purpose, employees or agents of the CITY within the meaning or the application of any federal, state, or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

ARTICLE VIII. INSURANCE

CONSTRUCTION REPRESENTATIVE shall procure and carry, at its sole cost and expense through the life of this Agreement, except as otherwise provided herein, insurance protection as hereinafter specified, in form and substance satisfactory to CITY, carried with an insurance company authorized to transact business in the state of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein. CONSTRUCTION REPRESENTATIVE shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or subconsultant of CONSTRUCTION REPRESENTATIVE to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability, and automobile liability coverage for non-owned and hired vehicles with insurance carriers admitted to do business in the state of Texas. The insurance companies must carry a Best's Rating of A-VII or better. All policies will be written on per occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability:

Per Occurrence Single Limit: \$1,000,000

General Aggregate Limit: \$2,000,000

Professional Liability:

Combined Single Limit: \$1,000,000

Automobile Liability:

Combined Single Limit for any auto: \$1,000,000 Per Occurrence

CONSTRUCTION REPRESENTATIVE shall further cause any approved subcontractor or subconsultant to procure and carry, during the term of this Agreement, insurance coverage, as specified

above for CONSTRUCTION REPRESENTATIVE, including without limitation protecting CITY against direct losses caused by the professional negligence of the approved subcontractor or subconsultant. The CITY shall be listed as a primary and noncontributory additional insured with respect to the Automobile Liability and Commercial General Liability and shall be granted a waiver of subrogation under those policies. CONSTRUCTION REPRESENTATIVE shall provide a Certificate of Insurance to the CITY as evidence of coverage.

The Certificate shall provide 30 days' notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy will be included in the Certificate. CONSTRUCTION REPRESENTATIVE shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, CONSTRUCTION REPRESENTATIVE shall maintain said coverage throughout the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the CONSTRUCTION REPRESENTATIVE maintains said coverage. The CONSTRUCTION REPRESENTATIVE may maintain Occupational Accident and Disability Insurance in lieu of Worker's Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the CITY. If at any time during the life of the Agreement or any extension hereof, CONSTRUCTION REPRESENTATIVE fails to maintain the required insurance in full force and effect, CONSTRUCTION REPRESENTATIVE shall be in breach hereof and all work under the Agreement shall be discontinued immediately.

Notwithstanding anything contained herein to the contrary, the professional liability policy shall be maintained, at CONSTRUCTION REPRESENTATIVE's sole cost and expense. The retroactive date shall be no later than the commencement of the performance of this Contract and the discovery period (possibly through tail coverage) shall be no less than ten (10) years after the completion of work specified in this Contract. The provisions of this Article VIII shall survive the termination or expiration of this Agreement.

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

CONSTRUCTION REPRESENTATIVE may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "Subconsultant"), to perform certain duties of CONSTRUCTION REPRESENTATIVE, as set forth on Exhibit "A," attached hereto, under this Contract, provided that the CITY approves the retaining of Subconsultants. CONSTRUCTION REPRESENTATIVE is at all times responsible to CITY to perform the Services as provided in this Agreement and CONSTRUCTION REPRESENTATIVE is in no event relieved of any obligation under this Contract upon retainage of any approved Subconsultant. Any agent and/or Subconsultant retained and/or employed by CONSTRUCTION REPRESENTATIVE shall be required by CONSTRUCTION REPRESENTATIVE to carry, for the protection and benefit of the CITY and CONSTRUCTION REPRESENTATIVE and naming

said third parties as additional insureds, insurance as required of CONSTRUCTION REPRESENTATIVE, as described above in this Contract.

CONSTRUCTION REPRESENTATIVE represents that such services are either under applicable value thresholds or are otherwise exempt from notice and/or bid requirements under Texas Law.

ARTICLE X. CONFIDENTIALITY

CONSTRUCTION REPRESENTATIVE shall retain all information received from or concerning the CITY and the CITY's business in strictest confidence and shall not reveal such information to third parties without prior written consent of the CITY, unless otherwise required by law.

ARTICLE XI. INDEMNITY

CONSTRUCTION REPRESENTATIVE SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF LUBBOCK AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, RELATED TO, OR OCCASIONED BY, THE NEGLIGENT ACTS OF CONSTRUCTION REPRESENTATIVE, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS CONTRACT AND/OR THE USE OF OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

CONSTRUCTION REPRESENTATIVE shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations relating, in any way, manner or form, to the activities under this Contract, and any amendments thereto.

ARTICLE XIII. NOTICE

A. General. Whenever notice from CONSTRUCTION REPRESENTATIVE to CITY or CITY to CONSTRUCTION REPRESENTATIVE is required or permitted by this Contract and no other method of notice is provided, such notice shall be given by (1) actual delivery of the written notice to the other party by hand (in which case such notice shall be effective upon delivery); (2) facsimile (in which case such notice shall be effective upon delivery); or (3) by depositing the written notice in the United States mail, properly addressed to the other party at the address provided in this article, registered or certified mail,

return receipt requested, in which case such notice shall be effective on the third business day after such notice is so deposited.

B. CONSTRUCTION REPRESENTATIVE's Address. CONSTRUCTION REPRESENTATIVE's address and numbers for the purposes of notice are:

Freese and Nichols, Inc.
Attn: John M. New, P.E.
4055 International Plaza, Suite 200
Fort Worth, Texas 76109
Telephone:(817) 735-7300
Facsimile: (817) 735-7491

C. CITY's Address. The CITY's address and numbers for the purposes of notice are:

City of Lubbock
Attn: John Turpin, P.E.
P. O. Box 2000
1625 13th Street
Lubbock, Texas 79457
Telephone: (806) 775 – 2342
Facsimile: (806) 775 – 3344

D. Change of Address. Either party may change its address or numbers for purposes of notice by giving written notice to the other party as provided herein, referring specifically to this Contract, and setting forth such new address or numbers. The address or numbers shall become effective on the 15th day after such notice is effective.

ARTICLE XIV. CITY-PROVIDED DATA

CITY shall furnish CONSTRUCTION REPRESENTATIVE non-confidential studies, reports, and other available data in the possession of the CITY pertinent to CONSTRUCTION REPRESENTATIVE'S Services, so long as CITY is entitled to rely on such studies, reports, and other data for the performance of CONSTRUCTION REPRESENTATIVE's Services under this Contract (the "Provided Data"). CONSTRUCTION REPRESENTATIVE shall be entitled to use and rely, so long as such reliance is reasonable, upon all such Provided Data.

ARTICLE XV. MISCELLANEOUS

A. Captions. The captions for the articles and sections in this Contract are inserted in this Contract strictly for the parties' convenience in identifying the provisions to this Contract and shall not be given any effect in construing this Contract.

B. Audit. CONSTRUCTION REPRESENTATIVE shall provide access to its corporate books and records to the CITY. The CITY may audit, at its expense and during normal business hours, CONSTRUCTION REPRESENTATIVE's books and records with respect to this Contract between CONSTRUCTION REPRESENTATIVE and CITY.

C. Records. CONSTRUCTION REPRESENTATIVE shall maintain records that are necessary to substantiate the Services provided by CONSTRUCTION REPRESENTATIVE.

D. Assignability. CONSTRUCTION REPRESENTATIVE may not assign this Contract without the prior written approval of the CITY.

E. Successor and Assigns. This Contract binds and inures to the benefit of the CITY and CONSTRUCTION REPRESENTATIVE, and in the case of CITY, its respective successors, legal representatives, and assigns, and in the case of CONSTRUCTION REPRESENTATIVE, its permitted successors and assigns.

F. Construction and Venue.

THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS CONTRACT IS PERFORMABLE IN LUBBOCK COUNTY, TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF COMPETENT JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

G. Severability. If any provision of this Contract is ever held to be invalid or ineffective by any court of competent jurisdiction with respect to any person or circumstances, the remainder of this Contract and the application of such provision to persons and/or circumstances other than those with respect to which it is held invalid or ineffective shall not be affected thereby.

H. Amendment. No amendment, modification, or alteration of the terms of this Contract shall be binding unless such amendment, modification, or alteration is in writing, dated subsequent to this Contract, and duly authorized and executed by CONSTRUCTION REPRESENTATIVE and CITY.

I. Entire Agreement. This Contract, including Exhibits "A," "B," and "C," attached hereto, contains the entire agreement between the CITY and CONSTRUCTION REPRESENTATIVE, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

J. No Joint Enterprise. Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between CONSTRUCTION REPRESENTATIVE and the CITY.

K. Documents Owned by CITY. Any and all documents, drawings and specifications prepared by CONSTRUCTION REPRESENTATIVE as part of the Services hereunder, shall become the property of the CITY when CONSTRUCTION REPRESENTATIVE has been compensated as set forth in Article II, above. The CONSTRUCTION REPRESENTATIVE shall make copies of any and all work products for its files.

L. Notice of Waiver. A waiver by either CITY or CONSTRUCTION REPRESENTATIVE of a breach of this Agreement must be in writing and duly authorized to be effective. In the event either party shall execute and deliver such waiver, such waiver shall not affect the waiving party's rights with respect to any other or subsequent breach.

M. Third Party Activities. Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than CITY and CONSTRUCTION REPRESENTATIVE.

N. Appropriation. All funds for payment by the CITY under this contract are subject to the availability of an annual appropriation for this purpose by the CITY. In the event of non-appropriation of funds by the CITY Council of the CITY of Lubbock for the goods or services provided under this 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 services covered by this Contract is spent, whichever event occurs first (the "Non-Appropriation Date"). 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 Non-Appropriation Date.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

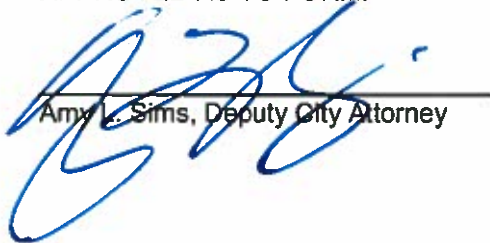


L. Wood Franklin, P.E., City Engineer



John Turpin, P.E., Chief Water Utilities Engineer


APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

By:

FREESE AND NICHOLS, INC.



Name: John M. New, P.E.
Title: Principal

FREESE AND NICHOLS, INC.

EXHIBIT A

This Exhibit A is part of the Agreement between Freese and Nichols, Inc. (FNI) (the "CONSTRUCTION REPRESENTATIVE") and the City of Lubbock (the "CITY") for a project generally described as:

BAILEY COUNTY WELL FIELD DISINFECTION SYSTEM IMPROVEMENTS

CONSTRUCTION REPRESENTATIVE CONSTRUCTION PHASE SERVICES

The purpose of this Agreement is to furnish services that are unique to the Construction Representative so that, in cooperation with the City's Engineer-Of-Record, complete construction phase services are provided. The professional services of the ENGINEER OF RECORD shall supplement the duties of the CONSTRUCTION REPRESENTATIVE contained in this agreement. The CITY shall procure services of an Engineer of Record by a separate CONSTRUCTION PHASE PROFESSIONAL SERVICES CONTRACT (herein called the "ENGINEER OF RECORD CONSTRUCTION PHASE PROFESSIONAL SERVICES CONTRACT") that provides primarily a limited number of site visits; attendance at progress and other meetings via teleconference; review of submittals, RFIs and proposed contract changes; and preparation of Record Drawings to the CITY. Said ENGINEER OF RECORD and the City shall execute the CONSTRUCTION PHASE PROFESSIONAL SERVICES CONTRACT independent of this contract. Upon said execution, the City shall provide a copy of the ENGINEER OF RECORD CONSTRUCTION PHASE PROFESSIONAL SERVICES CONTRACT to the Construction Representative.

SCOPE OF SERVICES

The Construction Representative agrees to furnish the City with the following services.

1. Construction Representative

1.1. The Construction Representative for this project shall be Freese and Nichols, Inc.

2. Construction Phase Services Conditions

2.1. The CONSTRUCTION REPRESENTATIVE's responsibility to provide Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the end of the construction period for the project including startup and testing.

2.2. Construction Phase duties, responsibilities, and limitations of the CONSTRUCTION REPRESENTATIVE shall not be restricted, modified, or extended without agreement of the CITY and CONSTRUCTION REPRESENTATIVE in writing.

2.3. The CONSTRUCTION REPRESENTATIVE shall be a representative of and shall advise and consult the CITY during construction. The CONSTRUCTION REPRESENTATIVE shall have the authority to act on behalf of the CITY only to the extent provided in this Agreement unless otherwise modified by written instrument.

2.4. CONSTRUCTION REPRESENTATIVE's Personnel at Construction Site

2.4.1. The presence and duties of CONSTRUCTION REPRESENTATIVE's personnel at a construction site, whether as onsite representative or otherwise, do not make the CONSTRUCTION REPRESENTATIVE or its personnel in any way responsible for those duties that belong to the CITY per the CONSTRUCTION PHASE PROFESSIONAL SERVICES CONTRACT and/or construction contractors or other entities, and do not relieve the construction contractors or any other entity from their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the contract documents and any health and/or safety precautions by such construction work.

2.4.2. The CONSTRUCTION REPRESENTATIVE and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health and/or safety precautions related to such work and have no duty for inspecting, noting, observing, correcting, or reporting on health and/or safety deficiencies of the construction contractors or other persons at the site except CONSTRUCTION REPRESENTATIVE's own personnel.

2.4.3. The limited presence of the CONSTRUCTION REPRESENTATIVE's personnel at a construction site is for the purpose of providing the CONSTRUCTION REPRESENTATIVE and the CITY a greater degree of confidence that the completed work will conform generally to the contract documents and that the integrity of the design concept, as reflected in the contract documents, has been implemented and preserved. The CONSTRUCTION REPRESENTATIVE neither guarantees the performance of any construction contractor nor assumes responsibility for contractor's failure to perform the work in accordance with the contract documents.

3. Engineer of Record Cooperation

3.1. The CONSTRUCTION REPRESENTATIVE will interface with CITY's selected ENGINEER OF RECORD per the CONSTRUCTION PHASE PROFESSIONAL SERVICES CONTRACT.

- 3.2. The CONSTRUCTION REPRESENTATIVE will communicate and coordinate with the ENGINEER OF RECORD per the CONSTRUCTION PHASE PROFESSIONAL SERVICES CONTRACT to accomplish the Construction Phase Services tasks identified in this scope of services which are supplemental to those included in the ENGINEER OF RECORD CONSTRUCTION PHASE PROFESSIONAL SERVICES CONTRACT with the CITY.
- 3.3. The CONSTRUCTION REPRESENTATIVE shall receive data from the ENGINEER OF RECORD for entry into the online project management system.
- 3.4. The CONSTRUCTION REPRESENTATIVE shall supply project documentation to the ENGINEER OF RECORD for review and approval as the ENGINEER OF RECORD per the CONSTRUCTION PHASE PROFESSIONAL SERVICES CONTRACT.
- 3.5. The CONSTRUCTION REPRESENTATIVE shall receive from the ENGINEER OF RECORD the timely response and necessary approvals to submittals, Requests For Information (RFI), Change Orders (CO), Contract Modification Requests (CMR), and all other project actions coordinated by the CONSTRUCTION REPRESENTATIVE.
- 3.6. The CONSTRUCTION REPRESENTATIVE shall administer the construction contract and manage communication, documentation, and correspondence while communicating and coordinating with the ENGINEER OF RECORD per the CONSTRUCTION PHASE PROFESSIONAL SERVICES CONTRACT.

4. Specific Construction Representative Tasks

- 4.1. Provide construction management and administration tasks separate from and supplemental to those tasks being performed by the ENGINEER OF RECORD, in conjunction with the requirements of construction contract documents.
- 4.2. Communication - Establish communication procedures with the CITY, ENGINEER OF RECORD, and Construction Contractor. Submit monthly reports of construction progress to CITY describing construction progress in general terms and summarize project costs, schedule, contract modifications, and major outstanding issues.
- 4.3. Schedule Management - Review baseline and monthly construction progress schedules prepared by the Contractor. Monitor progress of actual work completed relative to planned progress and address any identified schedule slippage or other anomalies with Contractor.
- 4.4. Cost Management - Review proposed schedule of values and payment request format prepared by Contractor. Establish procedure for review of monthly quantities of work in place and payment requests. Based on observations of ongoing construction during site visits, review payment requests and supporting documentation submitted by Contractor and determine the amount that is recommended Contractor be paid.

- 4.5. Document Management – Process Contractor submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of submittals in the review process. Perform initial cursory reviews of submittals when appropriate, and transmit submittals to ENGINEER OF RECORD and/or CITY for the detailed review and response. Monitor the progress of the Contractor in sending and processing submittals and of the ENGINEER OF RECORD in reviewing and responding to submittals, to verify that documentation is being processed properly and timely.
- 4.6. Issues Management – Provide initial interpretation of the drawings and specifications and coordinate with the ENGINEER OF RECORD to develop official interpretation for CITY and Contractor. Receive and evaluate notices of Contractor claims and make recommendations to the CITY on the merit and value of the claim on the basis of the information submitted by the Contractor. Endeavor to negotiate a settlement value with the Contractor on behalf of the CITY if appropriate. Mediation, arbitration, litigation and/or other related subsequent claims review assistance is not included in this scope of services.
- 4.7. Change Management - Establish procedures for administering constructive changes to the construction contract. Coordinate with the ENGINEER OF RECORD to get its technical review and approval of any design modifications. Process contract modifications and negotiate with the Contractor on behalf of the CITY to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the CITY. Prepare field orders where cost to CITY or time is not impacted. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the Contractor and approved by the CITY are not included in this scope of services.
- 4.8. Quality Assurance - Make visits to the site at appropriate stages of construction to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the construction contract documents. In this effort, endeavor to protect the CITY against defects and deficiencies in the work of Contractor, and prepare a Site Visit Report documenting visit including any observed deficiencies. Notify Contractor of non-conforming work observed, review quality related documents provided by the Contractor such as test reports, equipment installation reports or other documentation required by the construction contract documents. Coordinate the work of the materials testing laboratory required for the testing or inspection of materials.
- 4.9. Site Visits
- 4.9.1. The CONSTRUCTION REPRESENTATIVE shall visit the site on a regular basis coordinating with the Contractor and the City's Project Manager. This scope of services includes 120 site visits over a project duration of approximately 14 months

(average of two (2) site visits per week). The actual number and length of visits per week will vary based on ongoing construction activities during a particular week, communication with the contractor and the ENGINEER OF RECORD, and coordination with the City's Project Manager.

4.9.2. The CONSTRUCTION REPRESENTATIVE will communicate with the City's Project Manager and the ENGINEER OF RECORD when it is determined, and approved by the CITY, that the ENGINEER OF RECORD will visit the site, and will coordinate the visit with appropriate parties..

4.9.3. The CONSTRUCTION REPRESENTATIVE will coordinate with the City's Project Manager and the ENGINEER OF RECORD to schedule and conduct a visit by the ENGINEER OF RECORD to the site to perform a substantial completion observation for determining if the project was constructed in accordance with the plans and specifications. This visit will be scheduled after the facilities have been placed into service. The CONSTRUCTION REPRESENTATIVE will compile a list of items of work to be completed by contractor based on the observations performed by the CITY, the ENGINEER OF RECORD, and the CONSTRUCTION REPRESENTATIVE.

4.10. Meetings and Phone Conferences

4.10.1. Progress Meetings – The CONSTRUCTION REPRESENTATIVE will schedule and conduct progress meetings and conference calls.

4.10.2. Additional Phone Conferences – The CONSTRUCTION REPRESENTATIVE will schedule and conduct additional phone conferences as needed and directed by the CITY's Project Manager.

4.11. Record Drawings

4.11.1. Record drawings are defined as the set of drawings produced by the ENGINEER OF RECORD that incorporate modifications from the original design drawings made during the construction. Record Drawings shall reflect constructed facilities "as-built" based on the information provided by the Contractor and the CITY's CONSTRUCTION REPRESENTATIVE per the CONSTRUCTION PHASE PROFESSIONAL SERVICES CONTRACT.

The CONSTRUCTION REPRESENTATIVE will review the contractor's as-built drawings on a regular basis to confirm that they are being updated promptly and adequately. When construction is complete, the CONSTRUCTION REPRESENTATIVE will receive and review the as-built drawings from the contractor, and will then furnish these drawings, field notes, and other documents as needed to

the ENGINEER OF RECORD for preparation of the Record Drawings that will reflect changes to the project made during construction.

5. Conservation of Funding

- 5.1. Budgeted fees calculated in each of the task categories listed above which go unused may be carried over into other task categories, but not applied to tasks outside the scope of this agreement.
- 5.2. All transfer for fees for services that go unused must be communicated to the CITY's Project Manager.
- 5.3. All unused fees that are not transferred to other tasks are expected to be reflected on invoices as unspent budget.

6. Internet Based Construction Management

- 6.1. The CONSTRUCTION REPRESENTATIVE will provide, for use by the CITY, the ENGINEER OF RECORD and selected Contractor, an internet-based construction management system. This system will be eBuilder, ProjectMates or approved equal.
- 6.2. The CONSTRUCTION REPRESENTATIVE will establish and maintain the project construction management system consistent with the requirements of the construction contract documents. The CONSTRUCTION REPRESENTATIVE will monitor the processing of contractor's submittals and provide for distribution, filing and retrieval of project documents, and provide monthly reports indicating the status of all submittals in the review process.
- 6.3. The CONSTRUCTION REPRESENTATIVE will monitor the process of the Contractor in sending and processing submittals to see that documentations is being processed in accordance with schedules.
- 6.4. The CONSTRUCTION REPRESENTATIVE will provide password protected access to the system for CITY, ENGINEER OF RECORD, Contractor, and other parties as needed.

7. Additional Services

- 7.1. Additional services may be performed by the CONSTRUCTION REPRESENTATIVE, if authorized in writing by the CITY, and include any services not specifically included in the proposed scope of services in this contract.

7.2. Additional services, which may be required by the CITY, shall be based on the actual hours and costs in accordance with Exhibit C. No work will be undertaken with this item without specific written authorization from the CITY.

8. Other Provisions

8.1. The CONSTRUCTION REPRESENTATIVE's compensation is based on immediate authorization to proceed and timely completion of the project. If the project timing deviates from the assumed schedule for causes beyond the CONSTRUCTION REPRESENTATIVE's control, the CONSTRUCTION REPRESENTATIVE reserves the right to request renegotiation of the rates for those portions affected by the time change according to the hourly rates listed in Exhibit C.

8.2. The CONSTRUCTION REPRESENTATIVE shall provide all services in accordance with this Scope of Work and the Agreement, unless otherwise modified by written agreement of both parties. The CONSTRUCTION REPRESENTATIVE does hereby acknowledge that the CITY'S acceptance and execution of the Agreement does not constitute a guarantee of any future award of any contracts or services to the CONSTRUCTION REPRESENTATIVE. Any additional service, jobs, or contract awards, other than that which is contemplated in the Agreement and for which the CONSTRUCTION REPRESENTATIVE is otherwise pre-qualified by the CITY, must be negotiated and awarded in a separate agreement.

**FREESE AND NICHOLS, INC.
EXHIBIT B**

This Exhibit B is part of the Agreement between Freese and Nichols, Inc. (the "CONSTRUCTION REPRESENTATIVE") and the City of Lubbock (the "CITY") for a Project here in so called generally described as:

BAILEY COUNTY WELL FIELD DISINFECTION SYSTEM IMPROVEMENTS

1. Budget Amount by Scope Item for Basic Construction Representation Services:

Item	Task Name	Hours	Fee
1	Construction Contract Administration	196	\$28,000
2	Site Visits	736	\$87,000
3	Project Management	60	\$12,000
4	Construction Materials Testing		\$16,000
5	Reimbursable Expenses		\$21,000
TOTAL		992	\$164,000

2. Terms of Payment

Payments to the CONSTRUCTION REPRESENTATIVE will be made as follows:

- A. The CONSTRUCTION REPRESENTATIVE shall provide the CITY sufficient documentation to reasonably substantiate the invoices.
- B. The CONSTRUCTION REPRESENTATIVE will issue monthly invoices for all work performed under this Agreement. Invoices are due and payment within 30 days of approved receipt.
- C. In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The CITY will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.
- D. If the CITY fails to make payment in full to the CONSTRUCTION REPRESENTATIVE for billings contested in good faith within 60 days of the amount due, the CONSTRUCTION REPRESENTATIVE may, after giving seven (7) days' written notice to CITY, suspend services under this Agreement until paid in full, including interest. In the event of suspension of services, the CONSTRUCTION REPRESENTATIVE shall have no liability to the CITY for delays or damages caused the CITY because of such suspension of services.

3. Direct Expenses (Reimbursable)

- A. The CONSTRUCTION REPRESENTATIVE's Reimbursable Expenses, when part of the basis of compensation, are those costs incurred on or directly for the CITY's project, including, but not limited to: necessary transportation costs, including CONSTRUCTION REPRESENTATIVE's current rates for CONSTRUCTION REPRESENTATIVE's vehicles; meals and lodging; laboratory test and analyses; computer services; word processing services, telephone, printing, binding, and reproduction charges; all reimbursable costs associated with outside consultants, subconsultants, subcontractors, and other outside services and facilities; and other similar costs. Reimbursement for Reimbursable Expenses will be on the basis of actual charges when furnished by commercial sources and on the basis of current rates when furnished by the CONSTRUCTION REPRESENTATIVE. CONSTRUCTION REPRESENTATIVE and subcontractor direct (reimbursable) expenses will be billed at cost plus a 10 percent (10%) surcharge.
- B. The CONSTRUCTION REPRESENTATIVE will be paid on an hourly basis rate, as shown in Exhibit C, and any subcontractor personnel services will be billed at cost as shown in Exhibit C. CONSTRUCTION REPRESENTATIVE and subcontractor direct (reimbursable) expenses will be billed at cost plus a 10 percent (10%) surcharge.
- C. The CONSTRUCTION REPRESENTATIVE shall keep records on the basis of generally accepted accounting practices of costs and expenses and such records shall be available for inspection by the CITY during normal business hours.

4. Not to Exceed Compensation

The CONSTRUCTION REPRESENTATIVE will perform the Services described in Exhibit A at a "Not to Exceed" total compensation amount of \$164,000, unless this Agreement is amended otherwise by the City Council. The final compensation for the major tasks can be over or under the estimated budget amount per task, as shown in this Exhibit B, as long as the total "Not to Exceed" amount is not surpassed.

**FREESE AND NICHOLS, INC.
EXHIBIT C**

This Exhibit B is part of the Agreement between Freese and Nichols, Inc. (the "CONSTRUCTION REPRESENTATIVE") and the City of Lubbock (the "CITY") for a project generally described as:

**BAILEY COUNTY WELL FIELD DISINFECTION SYSTEM IMPROVEMENTS
Hourly Fee Schedule (2015):**

Not to Exceed: Compensation to FNI for Basic Services in Attachment SC shall be computed on the basis of the Schedule of Charges, but shall not exceed One Hundred Sixty-Four Thousand Dollars (\$164,000). If CONSTRUCTION REPRESENTATIVE sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, CONSTRUCTION REPRESENTATIVE will notify CITY for CITY's approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

PRINCIPAL	389	3D VISUALIZATION COORDINATOR	190
GROUP MANAGER	272	ENVIRONMENTAL SCIENTIST VII	243
ENGINEER VIII	295	ENVIRONMENTAL SCIENTIST VI	212
ENGINEER VII	289	ENVIRONMENTAL SCIENTIST V	179
ENGINEER VI	251	ENVIRONMENTAL SCIENTIST IV	156
ENGINEER V	196	ENVIRONMENTAL SCIENTIST III	134
ENGINEER IV	179	ENVIRONMENTAL SCIENTIST II	94
ENGINEER III	159	ENVIRONMENTAL SCIENTIST I	93
ENGINEER II	150	ARCHITECT VI	214
ENGINEER I	124	ARCHITECT V	194
ELECTRICAL ENGINEER VI	238	ARCHITECT IV	156
ELECTRICAL ENGINEER V	192	ARCHITECT III	150
ELECTRICAL ENGINEER IV	158	ARCHITECT II	121
ELECTRICAL ENGINEER III	145	ARCHITECT I	104
ELECTRICAL ENGINEER II	140	PLANNER VI	228
ELECTRICAL ENGINEER I	133	PLANNER V	174
MECHANICAL ENGINEER VI	228	PLANNER IV	137
MECHANICAL ENGINEER V	202	PLANNER III	125
MECHANICAL ENGINEER IV	177	PLANNER I	103
MECHANICAL ENGINEER III	156	HYDROLOGIST V	196
PROGRAM MANAGER II	233	HYDROLOGIST IV	154
CONSTRUCTION CONTRACT ADMIN III (Manager)	195	HYDROLOGIST III	142
CONSTRUCTION CONTRACT ADMIN III (Spec. Insp)	160	HYDROLOGIST II	130
CONSTRUCTION CONTRACT ADMIN III (CM)	145	SENIOR GEOLOGIST	152
CONSTRUCTION CONTRACT ADMIN III (RPR)	111	GEOTECHNICAL ENGINEER VI	251
CONSTRUCTION CONTRACT ADMIN II (RPR)	126	PUBLIC INVOLVEMENT COORDINATOR	143
CONSTRUCTION CONTRACT ADMIN I (DCS II)	118	WEB SERVICES ADMINISTRATOR	167
CONSTRUCTION CONTRACT ADMIN I (DCS)	106	WORD PROCESSING/SECRETARIAL	86
DOCUMENT CONTROL CLERK	110	OPERATIONS ANALYST	155
SR DESIGNER	197	CONTRACT ADMINISTRATOR	98
DESIGNER II	168	INFORMATION SERVICES ADMINISTRATOR	85
DESIGNER I	141	INFORMATION SERVICES CLERK III	67
CADD DESIGNER	168	INFORMATION SERVICES CLERK II	63
TECHNICIAN IV	145	INFORMATION SERVICES CLERK I	62
TECHNICIAN III	115	CO-OP	75
TECHNICIAN II	96	STORMWATER ENGINEER VII	215
TECHNICIAN I	74	STORMWATER ENGINEER VI	198
GIS COORDINATOR	148	STORMWATER ENGINEER V	175
GIS ANALYST IV	138	STORMWATER ENGINEER IV	150
GIS ANALYST III	114	STORMWATER ENGINEER III	131
GIS ANALYST II	97	STORMWATER ENGINEER II	113
GIS ANALYST I	75	STORMWATER ENGINEER I	106

Rates for In-House Services

Technology Charge

\$8.50 per hour

\$0.10 per copy

\$0.25 per copy

Travel

\$2.50 per plot

Standard IRS Rates

\$5.75 per plot

\$5.00 per plot

\$0.25 per binding

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar

**City of Lubbock, TX
Capital Project
Project Cost Detail
March 26, 2015**

Capital Project Number: 92312
 Capital Project Name: Bailey County Well Field Disinfection System

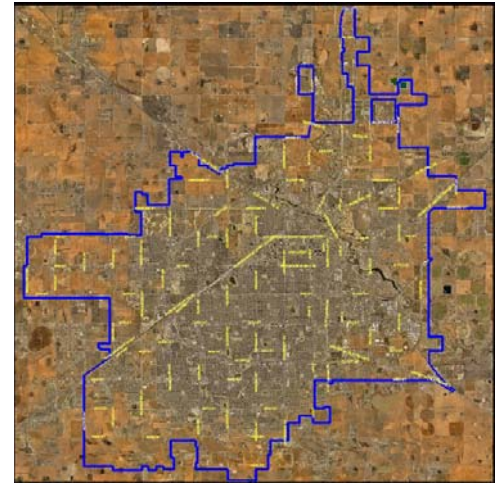
	<u>Budget</u>
<i>Encumbered/Expended</i>	
City of Lubbock Staff	\$ 634
Advertising	446
Professional Services	158
Associated Construction Partners Contract 14-12035	2,941,750
Alan Plummer and Associates Contract 12035	121,793
 <i>Agenda Item March 26th, 2015</i>	
Freese and Nichols Inc.	164,000
<i>Encumbered/Expended to Date</i>	<u>3,228,781</u>
 <i>Estimated Costs for Remaining Appropriation</i>	
Construction	271,219
<i>Remaining Appropriation</i>	<u>271,219</u>
Total Appropriation To Date	<u><u>\$ 3,500,000</u></u>

Managing Department **Water Production**

Project Manager **Bruce Blalack**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Convert the current disinfection systems, using gaseous chlorine and ammonia, to a safer system using liquid hypochlorite and liquid ammonium sulfate solutions.

Project Justification

The conversion improves the safety of staff and the public by converting to a safer disinfection system that will not involve hazardous gases.

Project History

\$1.0 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.

\$2.5 million was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	
Construction	1,000,000	2,500,000	0	0	0	0	0	3,500,000
Total Project Appropriation	1,000,000	2,500,000	0	0	0	0	0	3,500,000

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	
FY 2008 Water Revenue CO's	95,772	0	0	0	0	0	0	95,772
FY 2010 Water Revenue CO's	904,228	0	0	0	0	0	0	904,228
FY 2015 Water Revenue CO's	0	2,500,000	0	0	0	0	0	2,500,000
Total Funding Sources	1,000,000	2,500,000	0	0	0	0	0	3,500,000



Regular City Council Meeting

5. 3.

Meeting Date: 03/26/2015

Information

Agenda Item

Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute Amendment 1 to contract 11815 Professional Services Agreement with Kimley-Horn and Associates, Inc., for providing construction phase services for South Lubbock Sanitary Sewer Extension Phase 1/B Capital Improvements Project.

Item Summary

On March 27, 2014, City Council approved construction phase professional services contract 11815 with Kimley-Horn and Associates, Inc., for construction administration and resident project representative (RPR) services associated with the construction of the South Lubbock Sanitary Sewer Extension Phase 1/B capital improvements project. Construction administration services include preparation of monthly pay applications, conducting progress meetings, consulting with the contractor and the City throughout the project, reviewing submittals and coordinating the efforts of the resident project representative. The RPR services include the services of two full-time construction inspectors during the 360 calendar day contract period to verify proper installation of critical project components, such as pipeline backfill compaction, concrete placements and asphalt placements.

Amendment 1 to contract 11815 in the amount of \$516,500, is to pay for up 120 additional days of Construction Phase Services associated with the South Lubbock Sewer System Extension 1/B construction project. This time extension is due to weather days and additional time due to changes in field condition encountered during construction.

Fiscal Impact

\$26,804,834 is appropriated in Capital Improvement Project 92178, South Lubbock Sewer System Expansion, with \$516,500 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution - Kimley Horn

Amendment 1 - Kimley Horn

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to that certain Agreement dated March 27, 2014 for the furnishing of professional services, by and between the City of Lubbock and Kimley-Horn and Associates, Inc., 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:



Wood Franklin, P.E., City Engineer

APPROVED AS TO FORM:



Amy K. Sims, Deputy City Attorney

RES.Amend #1 Agrmt-Kimley-Horn and Associates
3.5.15

**AMENDMENT NUMBER 1 TO THE AGREEMENT BETWEEN THE CITY OF
LUBBOCK (CLIENT) AND KIMLEY-HORN
AND ASSOCIATES, INC.**

AMENDMENT NUMBER 1 DATED _____, 2015 to the agreement between City of Lubbock, ("Client") and Kimley-Horn and Associates, Inc., ("Consultant") dated March 27, 2014 ("the Agreement") concerning South Lubbock Sanitary Sewer System Extension Phase I/B (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Consultant and provisions for additional compensation by the Client to the Consultant, all as set forth in Exhibit A hereto. Amendment No. 1 extends the Agreement an additional 120 days from the expiration date of the Agreement. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

CLIENT:

CITY OF LUBBOCK

By: _____
Glen C. Robertson

Title: Mayor

Date: _____

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By:  _____
Jeff James, P.E.

Title: Senior Vice President

Date: 3/3/15

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

 _____
John Turpin, P.E., Chief Water Utilities Engineer

APPROVED AS TO FORM:

 _____
Amy Sims, Assistant City Attorney

 _____
Wood Franklin, P.E., City Engineer

Project Understanding

Amendment Number 1 is for additional Construction Contract Administration Services for Bid Package B of the South Lubbock Sanitary Sewer System Extension, Phase 1 project.

Consultant shall perform the following Professional Services:

Task 1 – Construction Contract Administration (CCA) Services

The consultant shall continue to perform all duties specified in the Agreement under Attachment A – scope of services.

Task 2 – Land Acquisition Services

As-Built Survey. Collect field survey data identifying locations of manhole rings, elevations, and orientations of concentric cones sufficient to identify the approximate centerline of the constructed gravity sanitary sewer line through the Phyllis Wheatley Subdivision, generally lying between the treatment plant site and Martin Luther King Jr. Boulevard. Provide a CADD file containing the collected survey data and alignment of the constructed gravity sanitary sewer line for review.

Phyllis Wheatley Parcel Surveys. Overlay the As-Built Alignment on the Project Basemap and review the alignment and parcel intersections with the Client. Make recommendations for easement configurations to the Client for concurrence. Upon identifying the parcel configurations, prepare parcel surveys for the impacted lots and provide those surveys to the Client Right-of-Way Agent. The Client will be responsible for preparing any necessary easement documents for execution and recording at the Lubbock County Courthouse, including any negotiations with Owners and/or appraisals, and/or any other items necessary to secure a properly executed document.

Closing Assistance. All parcel agreements required under the original Phase 1 Land Acquisition contract have been delivered to the Client. A number of the parcels are awaiting closing and have issues clouding title. The issues clouding title have delayed closings. Continue to assist with curing title issues. Currently, the Client is evaluating a list of parcels to determine which parcels may close without title insurance. Continue to coordinate with the Client in efforts to have all easement recorded at the Lubbock County Courthouse.

Deliverables. Certified documents will be issued for this project and supporting documents as per customary practice. These documents will be delivered in paper format. Electronic images such as Adobe Acrobat files may be delivered upon request.

The release of modifiable electronic documents to the Client for any use associated with this work is not anticipated. If the release of modifiable electronic documents is requested a liability waiver must be executed by the recipient of the electronic files prior to release.

Additional Services

Additional services to be performed if authorized by the Client, but which are not included in the above-described Scope of Services, are as follows:

1. Closing of parcels associated with the Phyllis Wheatley parcels.
2. Accompanying the Client when meeting with the TCEQ, U.S. Environmental Protection Agency, or other regulatory agencies during the course of the Project, beyond those meetings identified above. The Engineer will assist the Client on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for the Client's compliance efforts.
3. Assisting Client or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, will be furnished by the Engineer on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
4. Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
5. Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
6. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the Client.
7. Providing professional services associated with the discovery of any hazardous waste or materials in the project site.
8. Additional meetings beyond those identified in the Scope of Services.
9. Preparation for and attendance to public meetings to discuss the project.
10. Any services not listed in the Scope of Services.

Schedule

Engineer will provide the Construction Phase Services as indicated in the contract documents regarding Time of Completion.

Fee and Billing

Engineer will provide the **Reimbursable Tasks** identified in the Scope of Services and shown in the Table below on a labor fee plus expense basis total, not to exceed **\$516,500.00** for the reimbursable tasks, which includes all reimbursable expenses. The not to exceed amount will not be exceeded without the client's prior written approval and amendment of this Agreement. The reimbursable fee breakdowns below are provided for budgeting purposes only and are not intended to represent a specific budget for each reimbursable task. Engineer reserves the right to reallocate the reimbursable budget among tasks as determined necessary by Engineer. Labor fees will be billed according to the rate schedule shown in the Agreement. Direct reimbursable expenses including express delivery services, fees, and other direct expenses will be billed at 1.10 times cost. An amount will be added to each invoice to cover certain other expenses such as in-house duplicating, local mileage, telephone calls, facsimiles, postage, and word processing. Administrative time related to the project will be billed hourly. Technical use of computers for design, analysis, GIS, and graphics, etc. will be billed at \$10.00 per hour. All permitting, application, and similar project fees will be paid directly by the Client.

Reimbursable fees will be invoiced monthly based on the actual amount of services performed and expenses incurred. Payment of all fees will be due within 30 days of your receipt of the invoice.

<u>Task:</u>	<u>Task Fee:</u>
1. Construction Phase Services	\$70,400
2. RPR – Walker RPR Services	\$347,800
3. Land Acquisition Services – Hugo Reed	\$98,300
Total	\$516,500

**EXHIBIT B
CURRENT HOURLY RATE SCHEDULE**

Kimley-Horn and Associates, Inc.

Standard Rate Schedule

(Hourly Rate)

Senior Professional I	\$195 - \$225
Senior Professional II	\$155 - \$200
Professional	\$115 - \$150
Analyst	\$95 - \$105
Designer	\$130 - \$145
Technical Support	\$75 - \$105
Clerical/Administrative Support	\$60 - \$105

General Project Information

Client: **City of Lubbock**
 Project: **S. Lubbock SS Ext Ph.1 BPB**
 KHA No. **063126015**
 PM: **Aaron Rader**

Fee Information

Fee Type: **CP** Fix Mult.
 Expense Mult: **1.10** Schedule: **LBB**
 Allocation: **6.0%**

Task Budget Summary

No.	Task Name	Hours	Labor	Task 700	Task 888	Subtotal
				Expenses	Allocation	
651	Construction Phase Svcs	319	\$ 56,000	\$ 11,000	\$ 3,400	\$ 70,400
TOTALS:		319	\$ 56,000	\$ 11,000	\$ 3,400	\$ 70,400

Subconsultant Summary

Task No.	Task Name	Cost	Multiplier	Subtotal
710	Walker RPR Services, Inc. (Exhibit C2)	\$ 316,120	1.10	\$ 347,800
730	Land Acquisition Services (Exhibit C3)	\$ 89,280	1.10	\$ 98,300
TOTALS:		\$ 405,400		\$ 446,100

Project Budget Summary	
Labor:	\$ 56,000
Expenses:	\$ 460,500
TOTAL:	\$ 516,500

Project Workplan Budget

Date: March 3, 2015

General Project Information

Client: City of Lubbock
 Project: S. Lubbock SS Ext Ph.1 BPB
 KHA No: 063126015
 PM: Aaron Rader

Task Effort Summary

Labor: \$ 56,000
 Expenses: \$ 11,000
 Allocation: \$ 3,400
TOTAL: \$ 70,400

Task Information

Number: 651
 Name: Construction Phase Svcs
 Task Mgr: Jeff James

Task Description and Budgeting

Task Descriptions:	GLC:	Resource Allocation												(Hrs)	Expenses (\$)			
		P8	P5	P3	N5												Subtotal	
Shop Drawing / Submittal Review		2	10														12	
Change Orders		5	20														25	
Prepare for and attend Site Meetings (2 per Month for add'l 5 months)		90	90														180	\$ 10,000
RPR Sub coordination		10	20														30	
Testing Sub coordination		2	10														12	
Contractor Pay Application Review/Process		5	25														30	
General QC/PM/Admin		10	20														30	
Subtotals:		124	195														319	\$10,000

EXHIBIT C2

Walker RPR Services, Inc.

8108 Gary Ave.
Lubbock, TX 79423
(806) 787-4235

Proposal

March 2, 2015

Owner: City of Lubbock, TX
Client: Kimley-Horn and Associates, Inc.
2201 West Royal Lane, Suite 275
Irving, TX 75063
Project: SLSSE PH. 1B

Task Descriptions and Budgeting:						
		Project Manager	Chief Inspector	Junior Inspector	Junior Inspector	
Task Descriptions:	Rates:	\$ 99.00	\$ 86.00	\$ 55.00	\$ 45.00	Subtotals
Labor:						
Project Management (40 hrs / mo x 7 mo)		280				280
On-site Ins p Inspection (full-time) (200 hrs / mo x 7 mo)			1,400			1,400
On-site Inspection (full-time) (200 hrs / mo x 7 mo)				1,400		1,400
On-site Inspection (full time) (200 hrs/mo x 7 mo)					1,400	1,400
Hour Subtotals:		280	1,400	1,400	1,400	4,480
Labor Subtotals:		\$ 27,720.00	\$ 120,400.00	\$ 77,000.00	\$ 63,000.00	\$ 288,120.00

Expenses:						
Vehicle Allowance: (\$ 1000 / mo x 7 mo)		\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 28,000.00
Expense Subtotals:						\$ 28,000.00

TOTAL Labor and Expenses:

\$ 316,120.00

EXHIBIT C3
SOUTH LUBBOCK SANITARY SEWER EXTENSION PROJECT
LAND ACQUISITION SERVICES
FEBRUARY 19, 2015

TASK DESCRIPTION	HRA		CTHG	DWH		FEE
	Man Day	Crew Day		Man Day	Man Day	
	\$	\$		\$	\$	
1 ASBUILT SURVEY OF CONSTRUCTED PIPELINE Hugo Reed and Associates, Inc.	2	3				\$ 6,720.00
2 PHYLLIS WHEATLEY PARCEL SURVEYS Hugo Reed and Associates, Inc.	10	14				\$ 32,160.00
3 CLOSING ASSISTANCE Hugo Reed and Associates, Inc. Craig, Terrill, Hale & Grantham, LLP Dee W. Hart, Jr.	14		14		14	\$ 16,800.00 \$ 22,400.00 \$ 11,200.00
4 CONDEMNATION - ADDITIONAL SERVICES						
FEE	\$ 31,200.00	\$ 24,480.00	\$ 22,400.00	\$ 11,200.00		\$ 89,280.00

**City of Lubbock, TX
Capital Project
Project Cost Detail
March 26, 2015**

Capital Project Number: 92178
 Capital Project Name: South Lubbock Sanitary Sewer System Expansion Phase I

	Budget
<i>Encumbered/Expended</i>	
Kimley Horn, Contract 9065	\$ 996,010
Kimley Horn Contract 9065 Amendment 1	78,000
Merryman Excavation Contract 10282 - Bid Package A	1,399,363
Merryman Excavation Contract 10282 Amendment 1	14,783
Advertisement and Bid Cost	376
City of Lubbock Staff cost	117,063
Kimley Horn Contract 9065 Amendment 2-Bid Package B Design	1,094,110
Utility Contractors of America - Contract 11709	20,293,160
UCA Contract 11709 Change Order 1	(65,664)
Kimley Horn Construction Phase Services	1,075,200
Land Acquisition / Surveying	74,099
Miscellaneous	20,866
Lubbock Power and Light	33,582
 <i>Agenda Item: March 26, 2015</i>	
Kimley Horn Contract 11815 Amendment 1	516,500
<i>Encumbered/Expended to Date</i>	25,647,448
 <i>Estimated Costs for Remaining Appropriation</i>	
Sewer Line Construction	1,157,386
<i>Remaining Appropriation</i>	1,157,386
Total Appropriation	\$ 26,804,834

Managing Department **Public Works Engineering**

Project Manager **John Turpin**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Design and construction of large diameter sewer mains in South Lubbock necessary to abandon a temporary lift station located at 98th street and Avenue P as recommended by the Sewer Collection System Master Plan. The project addresses large diameter sewer mains necessary to service recently and proposed annexed areas in South and Southwest Lubbock.

Project Justification

The project includes installation of large diameter sanitary sewer interceptors for the expansion of the existing sanitary sewer system as determined by the Sewer Collection System Master Plan. The project relieves the surcharge of sewer mains currently servicing multiple sewer sheds in South Lubbock and helps alleviate potential sewer overflows.

Project History

\$1.0 million was appropriated in FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.
 \$10.0 million was appropriated in the FY 2009-10 Budget, Ord. No. 2009-O0073, August 27, 2009.
 Reduced funding by \$7.0 million in FY 2009-10 Budget Amendment No. 6, Ord. No. 2009-O0108, December 2, 2009.
 \$13.0 million was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
 Reduced funding by \$4.5 million in FY 2010-11 Budget Amendment No. 9, Ord. No. 2011-O0037, April 28, 2011.
 Reduced by \$8.5 million per Chief Operating Officer.
 \$6.0 million was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
 \$16.5 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
 \$400,000 was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	
Construction	25,804,834	0	0	0	0	0	0	25,804,834
Design and Engineering	1,000,000	0	0	0	0	0	0	1,000,000
Total Project Appropriation	26,804,834	0	0	0	0	0	0	26,804,834



Regular City Council Meeting

5. 4.

Meeting Date: 03/26/2015

Information

Agenda Item

Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute Change Order 1 to contract 11668 with Garney Companies, Inc. from Kansas City, Missouri for the construction of the second phase (Contract B) of Bailey County Well Field Supply Pipeline, RFP 13-11668-MA.

Item Summary

The City contracted with Freese and Nichols, Inc. (FNI) in 2011 to perform a facilities assessment on the Low Head B Pump Station (LHBPS) located at 2610 North Quaker Avenue. The sole function of this facility is to transport water from the existing Bailey County Well Field Transmission Pipeline to Pump Station 7 located at 4902 Marsha Sharp Freeway. From this study it was determined that the LHBPS was nearing the end of its serviceable life and would need to be replaced. FNI prepared a set of alternatives and performed a series of hydraulic modeling scenarios for each alternative. Upon evaluation by City staff, it was determined the most practical alternative was to eliminate the LHBPS and replace it with a gravity pipeline. In 2013 the City of Lubbock contracted with FNI for final engineering and design of the proposed pipeline.

Council awarded Garney Companies, Inc. contract 11668 for \$9,144,464 on February 27, 2014 to construct the final phase of the Bailey County Well Field Line from Iola and 26th Street to the Clovis Highway just Southeast of Shallowwater. Change Order 1 will add an additional \$527,322 to the construction contract to for the installation of a new flow control valve, two additional butterfly valves, valve vaults, and associated electrical equipment for Plant staff to remotely control the flow between Pump Station 7 and Pump Station 4. This change order will also adjust contract quantities for steel gates, additional concrete, curb and gutter, and seeding.

Fiscal Impact

\$26,500,000 is appropriated in Capital Improvement Project 92255, BCWF Supply Line/Pumping System, with \$527,322 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution - Garney Construction

Change Order 1 - Garney Construction

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Change Order No. 1 to that certain Contract No. 11668 by and between the City of Lubbock and Garney Construction, for Bailey County Well Field Supply Pipeline-Contract B, per Bid #14-11668-MA, and related documents. Said Change Order No. 1 is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.


Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Wood Franklin, City Engineer

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

RES.ChgOrd#1,Contract-11668 Garney Const
3.4.15

**City of Lubbock
Purchasing and Contract Management
Change Order**

Contract No: 11668 Contractor: Garney Construction

Change Order No. 1 Contract Title: Bailey County Well Field Supply Pipeline - Contract B

BID/RFP No. 14-11668-MA Project Number: 11668

1. "Change Order" means a written order to a Contractor executed by the Owner in accordance with the contract authorizing an addition to, deletion from, or adjustment or revision of the requirements of the contract documents, or an adjustment to the compensation payable to Contractor, or to the time for performance of the contract and completion of the Project, or a combination thereof, which does not alter the nature of the thing to be constructed and is an integral part of the project objective. Adjustments to "Estimated Quantities" to a line item in a Unit Price contract do not require a Change Order. All work that alters the nature of the thing to be constructed or that is not an integral part of the project objective must be let out for public bid. Description of change (alteration, deviation, addition, or deletion) caused by conditions encountered during construction not covered by the specifications and drawings of the project (attach additional pages if necessary):

Change order number one encompasses additions and deletions. Please see the attached Engineer change order 1 for a detailed reference. This change will add a new flow control valve, vault, and associated electrical. The change order will adjust the contract quantities for permanent steel gates, extra concrete, extra curb and gutter, and seeding.

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

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

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
A.	ORIGINAL CONTRACT VALUE:	\$ 9,144,464.00
B.	AMOUNT OF THIS CHANGE ORDER: <i>Council approval required if over \$25,000</i>	\$ 527,322.72
	COST CENTER: ACCOUNT:	5.77
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A):	5.77 %
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	\$ 0.00
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D):	\$ 527,322.72
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): <i>25% increase or decrease</i>	5.77 %
G.	NEW CONTRACT AMOUNT (A+E):	\$ 9,671,786.72

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

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

	<u>2/26/15</u> <i>Nicholas Jester</i>	<u>2/24/15</u>
(1) CONTRACTOR	Date	(2) PROJECT ARCHITECT/ENGINEER Date
Approved as to Content:	Approved as to Form:	
	<u>3/5/15</u>	<u>3/5/15</u>
(3) OWNER'S REPRESENTATIVE	Date	(4) CITY ATTORNEY Date
	<u>3/5/15</u>	<u>3/5/15</u>
(5) CAPITAL PROJECTS MANAGER	Date	(6) PURCHASING AND CONTRACT MANAGER Date

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

CITY OF LUBBOCK ATTEST:

(7) MAYOR	Date	(8) CITY SECRETARY	Date
-----------	------	--------------------	------

Council Date: _____ Agenda Item #: _____ Resolution #: _____

**City of Lubbock
Purchasing and Contract Management
Change Order**



CHANGE ORDER (4.43)

PROJECT: Bailey County Well Field Supply Pipeline - Contract B **PROJECT NUMBER**
OWNER: City of Lubbock LUB12311
CONTRACTOR: Garney Construction
ENGINEER: Freese and Nichols, Inc.

CHANGE ORDER NO.: 1 **DATE:** 2/18/2015

Make the following additions, modifications or deletions to the work described in the Contract Documents:

Bid Item	Description	Quantity	Total	Add/Deduct
A1	30" AWWA C303 BWCCP Pipe Class 150 (Delete 2.35 LF per FO #1) revise to 36,642.65	2.35	\$ (284.35)	Deduct
C1	Trench Safety (Delete 2.35 LF per FO # 1) revise to 44,706.65	2.35	\$ (2.35)	Deduct
C2.f	Bored Crossings - 54" ID FM 2255 - (Add 20 LF) - Revise to 150 LF	20	\$ 20,000.00	Add
C7	Permanent Steel Gates - Delete in entirety	5	\$ (13,500.00)	Deduct
C10	Asphalt Road Replacement (City) - (Add 111.11 SY) revise to 17,511.11	111	\$ 5,000.00	Add
C11	Extra 2,000 PSI Concrete - (Delete 80.62 CY) - revise to 169.38 CY	80.62	\$ (7,255.80)	Deduct
C12	Extra Course Gravel - Delete in entirety	250	\$ (5,000.00)	Deduct
C13	Extra Curb and Gutter - Delete entirely	500	\$ (12,500.00)	Deduct
C17	Seeding - Delete Entirely	5,500	\$ (11,000.00)	Deduct
PCM001	Add Flow Control Vault	1	\$ 551,865.22	Add
SUBTOTAL:			\$ 527,322.72	Add

The compensation agreed upon in this Change Order is full, complete and final payment for all costs the Contractor may incur as a result of or relating to this change whether said costs are known, unknown, foreseen or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged work as a result of this Change Order.

Original Contract Amount	\$ 9,144,464.00
Previously Approved Change Order Amount	\$ -
Adjusted Contract Amount	\$ 9,144,464.00
Proposed Change Order Amount	\$ 527,322.72
Revised Contract Amount	\$ 9,671,786.72
Previous Contract Time	273 days
Previous Substantial Completion Date	January 12, 2015
Previous Final Completion Date	February 11, 2015
Net Change in Contract Time	62 days
Revised Contract Time	335 days
Revised Substantial Completion Date	March 15, 2015
Revised Final Completion Date	March 31, 2015

Recommended by
FREESE AND NICHOLS, INC.

By Nicholas Lester 2/24/15
Nicholas Lester Date

Approved by
Garney Construction

By [Signature] 2/26/15
Date

Approved by
City of Lubbock

By _____
Date



CHANGE ORDER REQUEST

100% Employee Owned

PROJECT:	Bailey County Well Field Supply Pipeline-Contract B	PROJECT NUMBER
OWNER:	City of Lubbock, Texas	
CONTRACTOR:	Garney Companies Inc.	4438
Engineer	Freese & Nichols	

PERIOD: January 2014 **001**

SUMMARY OF CHANGE ORDER REQUEST VALUES FROM ATTACHED TABULATIONS

Item #	Engineering Directive #	Description	Extended Cost
1	PCM002	36" Flow Control Valve and Vault	\$ 551,865.22
Total			\$ 551,865.22

Contractor: Garney Companies Inc. By _____

Date: February 2, 2015

Recommended for Payment by **Approved for Payment by**

By _____
Date

By _____
Date

Labor	Unassigned Rate	Development Rate	Fed Rate	PCA Rate	State Unemployment Rate	Debris Labory	Workman Comp	Health Ins.	Pension	Small Tools	Care umbrales	Total Regular Time Cost	Total Over Time Cost	Regular Time Hour	Total Over Time Hour	EXTENDED COST
Operator 1 - Electrician	\$26.00	\$ 0.21	\$ 1.90	\$ 0.52	\$ 0.78	\$ 3.80	\$ 2.77	\$ 3.64	\$ 6.50	\$ 3.95	\$ 1.89	\$ 47.58	\$ 52.17	3.80	3.80	\$ 2,084.08
Operator 2 - Electrician	\$26.00	\$ 0.16	\$ 1.45	\$ 0.40	\$ 0.57	\$ 2.82	\$ 2.02	\$ 2.60	\$ 4.75	\$ 1.81	\$ 1.30	\$ 34.78	\$ 37.85	3.80	3.80	\$ 2,084.08
Operator 2 - Electrician	\$26.00	\$ 0.16	\$ 1.45	\$ 0.40	\$ 0.57	\$ 2.82	\$ 2.02	\$ 2.60	\$ 4.75	\$ 1.81	\$ 1.30	\$ 34.78	\$ 37.85	3.80	3.80	\$ 2,084.08
Operator 2 - Electrician	\$26.00	\$ 0.16	\$ 1.45	\$ 0.40	\$ 0.57	\$ 2.82	\$ 2.02	\$ 2.60	\$ 4.75	\$ 1.81	\$ 1.30	\$ 34.78	\$ 37.85	3.80	3.80	\$ 2,084.08
Laborer 1 - Fitter/Plumber	\$21.00	\$ 0.17	\$ 1.81	\$ 0.38	\$ 0.33	\$ 3.07	\$ 2.64	\$ 2.38	\$ 4.25	\$ 1.62	\$ 1.11	\$ 31.12	\$ 34.12	4.00	4.00	\$ 1,653.60
Laborer 1 - Fitter/Plumber	\$21.00	\$ 0.14	\$ 1.30	\$ 0.34	\$ 0.51	\$ 2.46	\$ 2.46	\$ 2.52	\$ 4.50	\$ 1.71	\$ 1.17	\$ 27.46	\$ 29.46	4.00	4.00	\$ 1,653.60
Laborer 2 - Trencher	\$15.00	\$ 0.12	\$ 1.15	\$ 0.30	\$ 0.54	\$ 2.19	\$ 2.19	\$ 2.10	\$ 3.75	\$ 1.43	\$ 0.98	\$ 21.43	\$ 23.43	4.00	4.00	\$ 2,018.97
Laborer 2 - Trencher	\$15.00	\$ 0.12	\$ 1.15	\$ 0.30	\$ 0.54	\$ 2.19	\$ 2.19	\$ 2.10	\$ 3.75	\$ 1.43	\$ 0.98	\$ 21.43	\$ 23.43	4.00	4.00	\$ 2,018.97
Project Manager	\$40.00	\$ 0.32	\$ 3.08	\$ 0.80	\$ 1.25	\$ 6.11	\$ 4.50	\$ 5.80	\$ 10.75	\$ 3.38	\$ 2.28	\$ 32.42	\$ 35.42	4.00	4.00	\$ 2,818.92
Project Assistant	\$35.00	\$ 0.28	\$ 2.69	\$ 0.70	\$ 1.05	\$ 5.11	\$ 4.80	\$ 6.25	\$ 8.75	\$ 2.98	\$ 2.28	\$ 28.17	\$ 31.17	4.00	4.00	\$ 2,518.92
TOTAL												\$ 1,624.20	\$ 1,624.20			\$ 16,924.20

CREW MEMBERS	MONTHLY PER DIEM	WORKING DAYS PER MONTH	DAILY PER DIEM	DAY ON THIS WORK	EXTENDED COST	DAILY MEALS	EXTENDED COST	WEEKS	DESCR	RATE PER WEEK	EXTENDED COST	TOTAL SUBSTANCE
James Watson	\$1,000	22	\$ 45.45	22	\$ 1,811.82			Weeks	Lodging	\$ 84.55	\$ 1,896.37	
Roger Del	\$800	22	\$ 36.36	22	\$ 1,450.00			Weeks	Lodging	\$ 69.27	\$ 1,519.27	
Kenneth Palmer	\$800	22	\$ 36.36	22	\$ 1,450.00			Weeks	Lodging	\$ 69.27	\$ 1,519.27	
John Scott	\$800	22	\$ 36.36	22	\$ 1,450.00			Weeks	Lodging	\$ 69.27	\$ 1,519.27	
Travis Marcker	\$800	22	\$ 36.36	22	\$ 1,450.00			Weeks	Lodging	\$ 69.27	\$ 1,519.27	
John Perez	\$800	22	\$ 36.36	22	\$ 1,450.00			Weeks	Lodging	\$ 69.27	\$ 1,519.27	
Robert Perez	\$800	22	\$ 36.36	22	\$ 1,450.00			Weeks	Lodging	\$ 69.27	\$ 1,519.27	
Wesley Wecca	\$800	22	\$ 36.36	22	\$ 1,450.00			Weeks	Lodging	\$ 69.27	\$ 1,519.27	
TOTAL					\$ 11,927.27							

To correctly quantify the cost of equipment on the time and materials work, you must determine the duration of the extra work (Hours, Days, Weeks or Months). The equipment is on site until the actual utilization. This will not be the total cost per components from rental, white stake book or construction (see below).

Equipment	Hourly Rate	Daily Rate	Weekly Rate	Monthly Rate	Operating Cost	Hours On Site	Days On Site	Months On Site	Operating Hours	EXTENDED COST
CAT 340F	\$ 170.00	\$ 1,350.00	\$ 4,535.00	\$ 18,195.00	\$ 117.65	17	17	1	17	\$ 6,897.00
CAT 340F	\$ 170.00	\$ 1,350.00	\$ 4,535.00	\$ 18,195.00	\$ 117.65	17	17	1	17	\$ 6,897.00
CAT 340F	\$ 170.00	\$ 1,350.00	\$ 4,535.00	\$ 18,195.00	\$ 117.65	17	17	1	17	\$ 6,897.00
DEFENSE P4K	\$ 64.00	\$ 425.00	\$ 1,695.00	\$ 6,780.00	\$ 47.25	17	17	1	17	\$ 3,711.25
CAT 330K	\$ 74.94	\$ 390.25	\$ 1,559.9	\$ 5,556.07	\$ 36.85	17	17	1	17	\$ 1,529.54
Water Truck	\$ 118.58	\$ 118.58	\$ 1,185.8	\$ 4,684.12	\$ 32.05	17	17	1	17	\$ 798.82
Recon 179X (4x4 27)	\$ 29.09	\$ 170.57	\$ 697.3	\$ 2,483.29	\$ 17.20	17	17	1	17	\$ 577.44
TRENCH BOX (32)	\$ 10.46			\$ 1,956.98						\$ 333.20
JOINT BOX	\$ 8.33			\$ 2,819.12						\$ 333.20
JOINT BOX	\$ 8.33			\$ 1,466.08						\$ 355.60
BEDDING BOX	\$ 4.79			\$ 1,564.64						\$ 394.05
BEDDING BOX	\$ 4.79			\$ 2,953.28						\$ 219.54
FIELD ENGINEER TRUCK	\$ 10.54			\$ 2,953.28						\$ 4.45
PROJECT ENGINEER TRUCK	\$ 10.54			\$ 2,953.28						\$ 4.45
TOTALS										\$ 23,524.50

MATERIALS	REFERENCE	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
Engineering Systems, Inc	1288	36" 31" DIA Non-Electronic Pressure Sustaining Valve	1	LUMP SUM	\$ 84,300.00	\$ 84,300.00
Hansen Pressure Pipe	140026	Pressure Poly-36" X 45'-9" including spec	1	LUMP SUM	\$ 55,633.00	\$ 55,633.00
Vulcraft Concrete Products, Inc	P24876	Pre-Cast Concrete 36" Dia. Manhole	1	LUMP SUM	\$ 52,721.00	\$ 52,721.00
Hillland Concrete	HC-Propose	26 SQUARE YARD	2	SQ YARD	\$ 17,447.98	\$ 34,895.96
Hillland Concrete	HC-Propose	17 SQUARE YARD	1	SQ YARD	\$ 2,437.50	\$ 2,437.50
Hillland Concrete	HC-Propose	4000 PSI Concrete Boundary	2	SQ YARD	\$ 97.50	\$ 195.00
Hillland Concrete	HC-Propose	4000 PSI Concrete	17	SQ YARD	\$ 97.50	\$ 1,657.50
Hillland Concrete	HC-Propose	4000 PSI Concrete	12	SQ YARD	\$ 97.50	\$ 1,170.00
Hillland Concrete	HC-Propose	2" IN PVC Conduit	800	LINEAR FEET	\$ 0.68	\$ 544.80
Home Dppo	QADP-97488					
TOTALS						\$ 218,333.19

SERVICES	REFERENCE	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
Acme Electric	BC-01	Electrical - in Vault and Trench	1	LUMP SUM	\$ 211,500.00	\$ 211,500.00
Luna Site Crane & Rigging	12192014	Fencing for Vault	1	LUMP SUM	\$ 9,450.00	\$ 9,450.00
Turnbull Crane & Rigging	3204	Vault Placement and Rigging	1	EACH	\$ 4,042.00	\$ 4,042.00
BNSF	126245311	Reserved program at Excavation (32' Ring x 8' O)	4	DAY	\$ 3,940.16	\$ 15,760.64
Shelton Trench Shilds	126245311	220' Box for Vault	1	EACH	\$ 3,180.59	\$ 3,180.59
Shelton Welding & Fabrication	45" IN Bolt Strip + Hangers	45" IN Bolt Strip + Hangers	1	EACH	\$ 1,500.00	\$ 1,500.00
TOTALS						\$ 233,832.55

Summary:	Subcontractor	Direct Cost of Labor	16,924.20
Summary:	Subcontractor	Direct Cost of Labor	\$ 16,924.20
Summary:	Subcontractor	Direct Cost of Per Diem	\$ 21,127.27
Summary:	Subcontractor	Direct Cost of Materials	\$ 218,333.19
Summary:	Subcontractor	Direct Cost of Subcontractor	\$ 233,832.55
Summary:	Subcontractor	Contractors Fee on Labor, Materials & Equipment (1%)	\$ 73,538.94
Summary:	Subcontractor	Subtotal	\$ 598,985.22
Summary:	Subcontractor	Contract Fee on Labor, Materials & Equipment	\$ 115,998.00
Summary:	Subcontractor	TOTAL TIME & MATERIALS COST	\$ 51,188.22
Summary:	Subcontractor	TOTALS	\$ 16,924.20

Engineered Systems, Inc.

4343 Merriam Dr.
Overland Park, KS 66203

Phone # 816-468-9119 Fax # 816-468-9199

Quote

Date	Quote #
12/15/2014	1288

Name / Address
BAILEY COUNTY PIPELINE- CONTRACT B PROJ #LUB12311

Rep	Project
SANDY	

Item	Description	Qty	Cost	Total
36-131-DK NON	36" 131-DK ELECTRONIC CONTROL VALVE EPOXY COATED DUCTILE IRON MAIN VALVE, SS MAIN VALVE TRIM, 150# FLANGED GLOBE, ELECTRONIC CONTROL VALVE FOR PRESSURE SUSTAINING CONTROL, WITH PRESSURE SUSTAINING FEATURE - POWER FAIL HOLD POSITION AND PRESSURE RELIEF OVERRIDE **INLET PRESSURE TRANSDUCER PROVIDED BY OTHERS PER ATTACHED SUBMITTALS FOB: COSTA MESA, CA 4 - 6 WKS ESTIMATED DELIVERY ON RECEIPT OF PURCHASE ORDER AND APPROVED SUBMITTALS	1	80,700.00	80,700.00
START-UP	START UP & TRAINING 3 DAYS Exempt Sales Tax	3	1,200.00 0.00%	3,600.00 0.00

"Product quoted does not meet A.I.S. If A.I.S. is required, we can comply but we must know in advance of the quote"

Total	\$84,300.00
--------------	--------------------



December 9, 2014

Garney Construction
1333 NW Vivion Rd.
Kansas City, MO 64118

Hanson Pressure Pipe

1003 N. MacArthur Blvd.
Grand Prairie, TX 75050
Fax: (972) 264 6236
www.hansonpipeandprecast.com

Attn.: Mr. Jarrod Weber

RE: Lubbock, Texas
Bailey County Well Field Supply Pipeline
Contract B
Hanson Job #140026

Gentlemen,

Due to requested additional material, we are emailing this Change Order to you for immediate action. Please respond by faxing or emailing a signed copy of this Change Order back to us order to assure that you receive these materials in a timely manner. **THESE MATERIALS CANNOT BE MANUFACTURED AND WILL NOT BE SHIPPED UNTIL THIS AUTHORIZATION FORM IS SIGNED BY YOU AND RETURNED TO US.**

A1478	(Rework) Add 45" X36" Reducer and DFLG	1 each:	\$5,539.00
A2000	36" Adaptor, DFLG/CPPE, W/ RR LUG	1 each:	\$3,468.00
A2002	36" Adaptor, CPPE/DFLG, W/ RR LUG	1 each:	\$4,701.00
A2003	36" Adaptor, DFLG/DPPE	1 each:	\$3,302.00
A2005	36" Adaptor, DPPE/CPPE, W/ RR LUG	1 each:	\$5,589.00
A2008	36" Adaptor Spool, DFLG/DFLG	1 each:	\$5,992.00
R2007	36" CPPE x 45" CPE, Reducer, W/ RR LUG	1 each:	\$6,999.00
FC2001 & FC2006	36" flex coupling, Smith-Blair #411, CS (\$2,865)	2 each:	\$5,730.00
V2004	Victaulic #232, CS (formerly Depend-O-Lok, FxF)	1 each:	\$14,313.00

TOTAL: \$55,633.00

ACCEPTANCE: I/We hereby accept the above and all terms and conditions specified on the Purchase Order, and subscribe my/our signature hereto constitutes a contract with Hanson Pressure Pipe.

Firm _____

By _____

Print Name _____

Title _____

Thank you for your prompt action in regard to this matter

If you have any questions or concerns please let me know. 972-266-7456

Best Regards,

Katherine Johnson

Project Coordinator

Tel: 972 262-3600 x 456

Katherine.Johnson@LehighHanson.com

vaughn concrete products, inc.

12650 Tucson Street Henderson, Colorado 80640-9443 (303) 659-3747 Fax (303) 659-1333
2671 S. Greeley Hwy Cheyenne, Wyoming 82007-3681 (307) 634-0695 Fax (307) 634-0694
10021 Amarillo Blvd E. Amarillo, Texas 79108-7542 (806) 374-3747 Fax (806) 335-3717
Toll Free Phone (877) 827-8255 Toll Free Fax (877) 827-7363
www.vaughnconcreteproducts.com

Garney Construction
Attn: Jarrod
Cell: 720-437-0878
jweber@garney.com

Project: November 17, 2014
Bailey County Well Field
Supply Pipeline Contract B
Lubbock, TX

MATERIALS QUOTE NO. PQ 8125

We are pleased to quote the following on the above mentioned project. Our quote is in accordance with our interpretation of the plans and specifications, or the information we were provided with, quantities are believed correct, but they are not guaranteed. If actual quantities differ, unit prices must be used. Contractor to determine if materials quoted are suitable. VCP to supply materials to approved submittals.

ALTERNATE

Our Standard Precast Concrete Vault for Flow Control Valve Vault On Sheet DT-11 (1 Required)

13'-0" Wide x 14'-0" Long x 12'-6" High Inside Dimensions

Manufactured In Sections for AASHTO HS-20-44 Loadings

Price Includes: Precast Concrete Oversize Base Slab, w/Keyed Opening For Separate Sump Box, 2'x2'x2' I.D. Sump Box w/Frame & Grate Cast In, Sump Box Supplied w/Grout Keyway For Contractor To Grout/Seal Sump Into Base, Vault Riser Sections Supplied w/Piping Blockouts Or Contractor Supplied Wall Sleeves Cast In, Ladder w/Ladder-Up Post For Contractor To Mount In The Field, Removable Precast Concrete Lid w/30" Diameter Cast Iron Ring & Cover Cast In, w/Equal Hatch Cast In, Joints Of Vault Primed For Sealant, 2 Rows Joint Sealant/Joint Of Vault

\$52,721.00 Each

- Heaviest Piece Weighs Approximately 75,000 Lbs.
- Contractor To Supply Wall Sleeves, Link Seals, Pipe Supports & Any Other Items Not Specifically Listed In This Quotation
- Vault Supplied Similar To The Vault Supplied On The CRMWA Phase 3 Transmission Pipeline Project Near Pampa In 2009 & Similar To The Vault Designed For, But Never Actually Supplied For, Bailey County Well Field Supply Pipeline Contract A In 2013
- Allow 7-10 Days For Submittals After Our Receipt Of This Signed Quotation
- Allow Appx. 4-6 Weeks Production Leadtime After Our Receipt Of Submittal Approval

FOB Jobsite, Contractor Unloads, 1 Hour Unloading Time/Truck/Trailer w/Sufficient Truck/Trailer Access, Full Truckloads Required. Additional Truck Time @ **\$105.00/Hour/Truck.** (If Required)

Pricing Is Based On Current Steel, Cement & Fuel Prices & Is Subject To Change Should Any Of These Prices Increase More Than 10%

Production Lead-Time May Vary Dependent On Availability of Reinforcing Steel & Cement From Our Suppliers

TERMS

NET 30 DAYS (OAC)

REQUIRES PAYMENT WITHIN 30 DAYS FOLLOWING THE INVOICE/STATEMENT DATE OR AN ADDITIONAL 10% WILL APPLY - NO APPLICABLE TAXES INCLUDED - SUBJECT TO YOUR MATERIAL REQUIREMENTS MEETING OUR PRODUCTION SCHEDULE - PRICE SUBJECT TO CHANGE IF FUEL COSTS CHANGE SIGNIFICANTLY - THIS QUOTE MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS THESE PRICES ARE VALID ONLY UNDER THE TERMS AND CONDITIONS OF THIS QUOTE.

VAUGHN CONCRETE PRODUCTS, Inc.

ACCEPTED BY: _____ DATE _____



DALLAS WW-EULESS, TX (F788)
 2650 SOUTH PIPELINE ROAD
 EULESS, TX 76040-6633

Deliver To: chris.paris@ferguson.com
From: Chris Paris
Comments:

15:11:23 DEC 11 2014

FERGUSON WATERWORKS #788

Price Quotation
 Phone : 817-267-3900
 Fax : 817-267-3912

Page # 1

Bid No.....: B256874

Bid Date.....: 11/10/14

Quoted By.: CP

Cust 816-741-4600

Terms.....: NET 10TH PROX

Customer: GARNEY COMPANIES INC
 1333 NW VIVION RD
 BAILEY CO WELL FIELD CONT
 KANSAS CITY, MO 64118

Ship To: GARNEY COMPANIES INC
 1333 NW VIVION RD
 BAILEY CO WELL FIELD CONT
 KANSAS CITY, MO 64118

Cust PO#...: ADDITIONAL 36"

Job Name: BAILEY CO WELL FIELD CONT

Item	Description	Quantity	Net Price	UM	Total
	----- FLOW CONTROL VALVE INSTALL ----- ----				
	BUTTERFLY VALVES ----				
HGHFE36	36 FLG BFV W/EPOX	1	6750.000	EA	6750.00
PSVB562SW	2PC SCRW 16T/24B COMP CI VLV BX WTR	1	50.000	EA	50.00
SP-FBGS304SSB836	36 FLG B&G PK 304SS B8 150# 1/8 RR AS NEEDED	2	881.000	EA	1762.00
TTR1WAX9X18	#1 WAX TAPE 9X18 *Z	1	300.000	RL	300.00
TWWTP1GAL	1G WAX TAPE PRMR	1	175.000	EA	175.00
	SUBTOTAL				9037.00
	----- HARNES LUGS ----				
SP-ATSJ48A193B7PL	1-1/2X48 ALL THRD STUD A193 B7 PLAI	8	85.000	EA	680.00
BFC36664	*CVR* 1-1/2-6 2H HEX NUTS 2H HVY	16	2.870	EA	45.92
BFSWJ	1-1/2 BLK FLT STL WSHR	16	1.000	EA	16.00
	SUBTOTAL				741.92
	----- VALVE VAULT ----				
SP-BJDALXW	8'0 X 7'0 GALV DBL DOOR HATCH	1	4901.120	EA	4901.12
EV1403CW	M/HOLE CVR WTR	1	650.000	EA	650.00
	----- 12' LADDER W/ LADDER UP				



15:11:23 DEC 11 2014

Phone : 817-267-3900

Fax : 817-267-3912

Reference No: B256874

Item	Description	Quantity	Net Price	UM	Total
SP-LADDER	ALUM LADDER ----	1	2000.000	EA	2000.00
SP-HDGSK	GAVINZED GRATE W/ FRAME 2X2 GALV STL GRATE ---- FLANGE BOLTS F/ PRV ----	1	512.900	EA	512.90
SP-FBSA193CE36	36 FLG BOLT SET A193 CL E X DI ----	2	1094.000	EA	2188.00
SP-S9236S6	STAINLESS ADJ PIPE SUPPORT 36 SS 316 ADJ PIPE SDL SUPT	2	1265.000	EA	2530.00
	SUBTOTAL				12682.02

	TOTAL				22460.94

Net Total: \$22460.94
Tax: \$0.00
Freight: \$0.00
Total: ~~\$22460.94~~
\$17,009.82

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This quote is offered contingent upon the buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://welseleyna.com/terms_conditionsSale.html.
 Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

Jarrold Weber

From: Chris.Paris@Ferguson.com
Sent: Tuesday, January 27, 2015 12:25 PM
To: Jarrod Weber
Subject: 36" ISO kit

Jarrold -

Your 36" ISO kit w/ Mylar sleeves and insulation gasket is \$438.14.

Thanks,
Chris

Sent from my iPhone



Acme Electric Company, Inc.
 108 E. 82nd Street
 Lubbock, TX 79404
 www.acmeelectriccompany.com
 Phone (806)745-7720 Fax (806)745-3102
 License Number 17141
robby@acmeelect.com

PROJECT NAME: Bailey County Pipeline – Contract B - PCM002	PROPOSAL # 1
PROJECT LOCATION: Lubbock/Shallowater, TX	PROPOSAL DATE 12/17/2014
ELECTRICAL DESCRIPTION Addition of Flow Control Valve and Vault	SPECIFICATION 16000
	ADDENDUM # 0

Acme Electric Company is pleased to furnish this scope and proposal for the above referenced project per the conditions as outlined herein:

Included	Excluded	
	X	PERFORMANCE/PAYMENT BOND
	X	SALES TAX
X		CONCRETE IN TRENCHES (as needed)
	X	FORMED CONCRETE (Peirs & Slab for Electrical Rack)
X		Instrumentaion
X		PVC conduit in Bore provided by others
X		Power Company Charges (\$2,000.00 Budget)

Base Bid

\$215,000.00
\$ 211,500.00

Deduct 3500 for duct bank installed by GCI

Respectfully,

Robby Brown

Jarrold Weber

From: Robby Brown <robby@acmeelect.com>
Sent: Monday, January 19, 2015 4:23 PM
To: John Sedbrook
Cc: 'Barry Brown'; Jarrod Weber
Subject: RE: Bailey Co Pipeline - PCM002

RLC	\$92,000.00
DUCTBANKS	\$15,500.00
WIRING & TERMINATION	\$12,000.00
EQUIPMENT RACK	\$17,500.00
TESTING	\$3,300.00
LABOR	\$40,000.00
PROJECT MANAGER	\$4,700.00
PROFIT & OVERHEAD	\$30,000.00
	\$215,000.00

Here is the pricing break out.

Also, I think yall installed the 2-2" pvc conduits inside the bore for us. I had that included in our bid. The deduct for that is \$3,500.00

Robby Brown
Project Manager/Estimator



108 E 82nd
Lubbock, TX 79404
Phone: (806) 745-7720
Fax: (806) 745-3102
Mobile: (806) 789-0910
robby@acmeelect.com
www.acmeelectriccompany.com

From: John Sedbrook [<mailto:jsedbrook@garney.com>]
Sent: Wednesday, January 14, 2015 8:08 AM
To: Robby Brown
Cc: Barry Brown; Jarrod Weber
Subject: RE: Bailey Co Pipeline - PCM002

Robby,

Final Price

Description	Calculated %	Calculated \$	Adj. %	Adj. \$	Modified \$	Modified % of Final Price	Alarm	Code
Database Material		43,353.13	10.000	4,335.31	47,688.44		22.181	
Material Adjustment								
Designation Material								
Designation Material A								
Material Tax								
Material Total		43,353.13	10.000	4,335.31	47,688.44		22.181	
Field Labor		23,599.32			23,599.32		10.976	
Shop Labor								
Incidental Labor								
Labor Factoring								
Labor Escalation								
Indirect Labor								
Labor Tax								
Labor Total		23,599.32			23,599.32		10.976	
Subcontracts		96,837.00			96,837.00		45.040	
Equipment								
General Expenses								
Quotes		2,500.00			2,500.00		1.163	
Prime Cost		166,289.45	2.607	4,335.31	170,624.76		79.360	
Material Overhead								
Labor Overhead	0.000							
Subcontract Overhead								
Equipment Overhead								
General Expense Overh								

Description	Calculated %	Calculated \$	Adj. %	Adj. \$	Modified \$	Modified % of Final Price	Alarm	Code
Quotes Overhead								
Adjustment Overhead	15.000	24,943.42	2.607	650.29	25,593.71	15.000	11.904	
Total Overhead	15.000	24,943.42	2.607	650.29	25,593.71	15.000	11.904	
Net Cost		191,232.87			196,218.47		91.264	
Material Markup								
Labor Markup	0.000							
Subcontract Markup								
Equipment Markup								
General Expense Mark								
Quotes Markup								
Adjustment Markup	10.000	19,123.29	2.607	498.56	19,621.85	10.000	9.126	
Total Markup	10.000	19,123.29	2.607	498.56	19,621.85	10.000	9.126	
Job Expense								
Financing								
Bonding								
Final Adj					-840.32	-0.389	-0.391	
Selling Price		210,356.16	2.208	4,643.84	215,000.00		100.000	
Global Tax								
Final Price		\$210,356.16			\$215,000.00			Alarm

Extension

Attributes	Item Description	Qty	Total Mat. \$	Total Labor
	TYPE A	5.000		4.200
2"	Conduit - PVC 40 20' Lengths	694.500	511.78	88.549
3/4"	Conduit - RMC Aluminum PVC Coated Gray 10' Leng	114.920	716.34	10.559
1"	Conduit - RMC Aluminum PVC Coated Gray 10' Leng	68.950	556.56	7.498
2" x 36" Radius	Sweep Elbow 90 Degree - PVC 40 Plain End	14.000	140.60	10.500
2"	Coupling - PVC	14.000	6.18	
3/4"	Measure Cut & Thread Labor - RMC Galvanized	8.000		3.000
1"	Measure Cut & Thread Labor - RMC Galvanized	4.000		1.688
2"	End Bell - PVC	28.000	79.41	3.150
1-15/16" D x 3/4"	4" Round Box Malleable Iron 4-Hub	8.000	382.64	18.760
	4" Round Box Cover Malleable Iron Blank	8.000	103.28	0.904
FD (2-11/16) x 3/4"	Device Box w/ Mounting Lugs 1-Gang 2-Hub Top+B	3.000	264.06	4.164
FS (1-7/8) x 3/4"	Device Box w/ Mounting Lugs 2-Gang 1-Hub Top - A	1.000	108.19	1.088
12" H x 12" W x 6" D	Junction Box Continuous Hinged Cover NEMA 4X -	3.000	1,761.78	6.075
#12 Black	Wire THHN / T90 - Copper	252.824	29.95	2.442
#12 Green	Wire THHN / T90 - Copper	126.412	14.97	1.221
#6 Black	Wire THHN / T90 - Copper	500.000	328.12	8.344
#6 Green	Wire THHN / T90 - Copper	315.000	145.25	5.257
#1 Black	Wire THHN / T90 - Copper	1,579.250	2,282.13	39.976
#14 Black	Wire XHHW / RW90 - Copper	500.000	65.57	4.032
CMP - #18/2C	Communication & Control Cable Twisted Pair - Ove	250.000	51.43	13.000
#16 to #10	Wire Connector Live Spring Twist-On - 600V	16.000	2.81	2.100
#16 to #10	Wire Connector Live Spring Twist-On - 600V w/ Win	12.000	1.74	1.575

Attributes	Item Description	Qty	Total Mat. \$	Total Labor
	1/4" Polyrope	423.040	98.00	2.380
3/4"	2-Piece Strut Clamp - RMC Galvanized PVC Coated	25.000	210.99	2.860
1"	2-Piece Strut Clamp - RMC Galvanized PVC Coated	12.000	112.75	1.508
2" x 3" Spacing	Base Spacers - EB / DB Duct	34.000	31.54	1.913
2" x 3" Spacing	Intermediate Spacers - EB / DB Duct	12.000	10.87	0.450
20A 120-277V White	Toggle Switch Single Pole - Specification Grade Extr	1.000	4.27	0.338
20A 125V 3W White	GFCI Duplex Receptacle - Manual Test Auto Ground	3.000	52.73	1.406
	FS / FD Cover 1-Gang Toggle Switch - Plated Steel P	1.000	27.50	0.158
	FS / FD Cover 1-Gang Duplex Receptacle - Plated St	3.000	82.50	0.473
	Backfill (Cubic Yard)	510.466	2,807.56	255.233
	Concrete 2500 Lb (Cubic Yard)	48.905	5,379.55	64.212
	Excavation (Cubic Yard)	559.693	3,078.31	92.349
	Waste / Haulage (Cubic Yard)	49.228	1,353.77	49.228
	BORE	1.000		
	Flow Controller	1.000		8.000
	Control Drops	2.000	550.00	8.000
	Install Manuf Cable	2.000		8.000
	Rack	1.000	22,000.00	60.000
			\$43,353.13	794.590



401 N Ave K
Lubbock, TX
Office (806) 749-2223

PROPOSAL

NAME / ADDRESS
Jarrold Weber
Garney Construction
jweber@garney.com

DATE	ESTIMATE #
6/3/2014	
TERMS	PROJECT NAME:
NET 30	Bailey County Pipeline Contract B

We hereby submit the following quote for materials delivered to the job site.

ITEM	DESCRIPTION	QTY	COST	
1500 PSI	Concrete 3" - 5" slump		\$85.00	CY
3000 PSI	Concrete 3" - 5" slump		\$91.00	CY
4000 PSI	Concrete 3" - 5" slump		\$96.00	CY
5000 PSI	Concrete 3" - 5" slump		\$101.00	CY
High range water reducer	5"-7" slump		\$3.00	CY
Fiber	Fiber mesh		\$6.00	CY
Temperature Control	Hot water/chilled water		\$6.00	CY
**Fuel Surcharge	See Terms & Conditions		\$10.00	Truck

All mix designs priced using local materials and flyash

Pricing based on the use of existing mix designs. Additional fees apply if new mix designs are required.

Terms & Conditions:

- ** Fuel surcharge is \$10.00 per truck up to \$4.00 per gallon diesel with a \$5.00 per truck increase for every additional .50 cent increase in fuel
- * Valid through 07/31/15. Effective 08/01/15 all concrete prices will increase \$5.00/CY
- * Short Load fees will be assessed at the rate of \$ 125.00 on any load less than 6 CY.
(Does not apply to a "tag" load)
- * Demerge charges will be assessed at the rate of \$ 100.00 after the first hour on the job site.
- * Prices DO NOT include any Local, Federal or State taxes.
All jobs considered "non" taxable must have a tax exempt form on file prior to placement.
- * Highland Concrete Co. reserves the right to withdraw this proposal if not accepted within 30 days from date listed above.

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

This proposal becomes a legal and binding contract after it has been accepted and executed by Purchaser and has been approved by an authorized employee of Highland Concrete Co., Inc.

Van Wilson
Sales & Quality Control
vwilson@highland-concrete.com

Matt Arnold
Operations Manager
marnold@highland-concrete.com

Purchaser:

By:
Date:



More saving.
More doing.

Your Store:
Lubbock #505 (Change)

JM eagle | Model # 67496 | Internet # 100117340 | Store SKU # 163023

2 in. x 10 ft. PVC Schedule 40 Conduit

★★★★★ Write the First Review

\$6.81 / each

Bulk Price Discount Available



MORE IN THIS COLLECTION FROM JM EAGLE (10)

YOUR CURRENT PRODUCT



\$6.81 /each

JM eagle 2 in. x 10 ft. PVC
Schedule 40 Conduit

Item Selected



\$1.73 /each

JM eagle 1/2 in. x 10 ft. PVC
Schedule 40...

(4)

Select This Item



\$16.40 /each

JM eagle 3 in. x 10 ft. PVC
Schedule 40 Conduit

(1)

Select This Item



\$2.23 /each

JM eagle 3/4 in. x 10 ft. PVC
Schedule 40...

(5)

Select This Item

1 of 4

1 Item(s) Selected

ADD ITEMS TO CART

ACCESSORIES (6)

PRODUCT OVERVIEW Model # 67496 | Internet # 100117340 | Store SKU # 163023 | Store SO SKU # 184040

Protect and route cables and conductors with the JM Eagle 2 in. x 10 ft. PVC Conduit. The Sch. 40 rigid conduit is heat- and corrosion resistant and is rated for 90-degree C conductors.

- For running electrical wiring aboveground or underground
- Non-metallic PVC is heat-, fire- and corrosion resistant
- NEMA TC-2 rated
- UL listing

- Rated for 90-degree C conductors
- 1 belled end and 1 plain end
- Note: Product may vary by store

SPECIFICATIONS

DIMENSIONS

Assembled Depth (in.)	120 in	Nominal outside diameter (in.)	2.375
Assembled Height (in.)	2.375 in	Product Length (ft.)	10 ft
Assembled Width (in.)	2.375 in	Size (in.)	2
Length	10 ft.	Trade Size (in.)	2
Nominal inside diameter (in.)	2.067		

DETAILS

Color Family	Gray	Material	PVC
Conduit type	Nonmetallic	Package Quantity	70
Electrical Product Type	Conduit	Product Weight (lb.)	7.6 lb
Flexible	No		

WARRANTY / CERTIFICATIONS

Certifications and Listings	1-UL Listed	Manufacturer Warranty	1 year
-----------------------------	-------------	-----------------------	--------

How can we improve our product information? [Provide feedback.](#)

SHIPPING AND DELIVERY OPTIONS

Store Exclusive. This item is available for purchase in select stores only.

Jarrold Weber

From: Jimmy Settle <jrdcs@suddenlink.net>
Sent: Friday, December 19, 2014 1:06 PM
To: Jarrod Weber
Subject: RE: LUB12311 PCM 002

Jarrold going by what you told me on the phone (everything heavy duty commercial quality) (20ft x 30ft) with 1 double 4ft gate (8ft opening) the price for everything including concrete curb will be \$9450.

Thanks,

Jimmy Settle
Lone Star Fence
8506 Trenton Ave
Lubbock, TX. 79424
806-778-1942

TRUMBLE CRANE & RIGGING

PO BOX 2854
 LUBBOCK, TX 79408-2854
 (806) 763-4910
 (806) 765-8708 FAX

ESTIMATE

DATE
12/23/2014

NAME / ADDRESS
GARNEY CONSTRUCTION 1850 N 95TH AVE., SUITE 192 PHOENIX AZ 85037

TERMS	JOB
15 DAYS NET	EAST SIDE OF SHALLO...

EQUIPMENT	DESCRIPTION	HRS.	RATE	TOTAL
#18/240-TON	<p>CRANE RENTAL WITH OPERATOR AND RIGGER/SIGNALPERSON PLUS ALL RIGGING NEEDED TO PERFORM THE FOLLOWING WORK: --SETTING A 75,000 LBS SHELTER AT BAILEY COUNTY WELL FIELD, SUPPLY PIPELINE CONTRACT B, LUBBOCK, TEXAS.</p> <p>**IT WILL REQUIRE 79,000 LBS OF COUNTERWEIGHT FOR THE CRANE TO PERFORM THIS JOB.</p> <p>**OVERTIME CHARGES APPLY AFTER 8 HOURS WORK AND BEFORE 8:00 AM AND AFTER 4:30 PM.</p> <p>**SATURDAYS ARE CONSIDERED OVERTIME. SUNDAYS AND HOLIDAYS ARE CONSIDERED DOUBLE TIME.</p> <p>**JOB TIME INCLUDES TRAVEL TIME BEGINNING WHEN WE LEAVE OUR YARD AND ENDING WHEN WE RETURN TO OUR YARD.</p> <p>TEXAS SALES & USE TAX</p>		4,042.00	4,042.00
			8.25%	0.00

IF YOU HAVE ANY QUESTIONS CONCERNING THIS ESTIMATE, PLEASE FEEL FREE TO CONTACT US AT 806-763-4910.

TOTAL	\$4,042.00
--------------	------------



INVOICE

E-BUSINESS COPY

INVOICE NUMBER : 90107783
AMOUNT : \$ 2,440.01
DATE : 01/07/2015

MAKES CHECKS PAYABLE TO:
BNSF RAILWAY COMPANY
3115 SOLUTIONS CENTER
CHICAGO, ILLINOIS 60677-3001

1000477
GARNEY CONSTRUCTION
1331 N W VIVION RD
KANSAS CITY MO 64118
USA

FOR FURTHER INFORMATION:
BNSF FINANCIAL SERVICES - CSC
BNSF RAILWAY COMPANY
3001 LOU MENK DR
FORT WORTH, TX 76131-2800

** PLEASE SHOW ABOVE INVOICE NUMBER ON YOUR REMITTANCE TO ASSURE PROPER CREDIT TO YOUR ACCOUNT **

CONTRACT NO: NC20029040 SEQ: 212

MONTHS ACCOUNTS: 01/2015
SERVICE FROM : 12/01/2014
SERVICE TO : 12/31/2014
CBC : 212

DIRECT INQUIRIES TO:
CONTACT NAME: Sylvia Sierra
PHONE NUMBER: 8173524028
DIRECT INQUIRIES TO:
Kenneth Sotelo 817 352 2209

JAN 12 2015

54 BORE FOR CITY OF LUBBOCK WATER LINE PROJECT NO: 4438

CONTACT INFORMATION:

CUSTOMER DATA:
NAME : JARROD WEBER
PHONE : 720-437-0878

BNSF DATA:
NAME : KORY KIRK
LOCATION : LUBBOCK, TX
PHONE : 806-418-05

APPROX START DATE : 12/15/2014
LOCATION : SHALLOWATER, TX
BEGINNING MILE POST: 80.520

APPROX END DATE: 12/18/2014
LINE SEGMENT : 7107
ENDING MILE POST: 80.520

INVOICE TOTAL: \$ 2,440.01

Payment due within 30 days of invoice unless otherwise authorized by contract or other written agreement
A finance charge will be assessed for late payment. Current interest is 12% per annum.

32 Hours @ 89.55 = 2865.60
8 Hours @ 134.32 = 1074.56
Total = 3940.16

WBS #: B209343

LABOR

CENTER	NAME	HOURS	DATE	RATE	AMOUNT
10871	MCCLURE, L	8.000	12/16/2014	89.55	716.41
10871	MCCLURE, L	8.000	12/18/2014	89.53	716.26

LABOR TOTAL: \$1,432.67

LABOR OT

CENTER	NAME	HOURS	DATE	RATE	AMOUNT
10871	MCCLURE, L	3.000	12/16/2014	134.31	402.93
10871	MCCLURE, L	1.000	12/16/2014	134.31	134.31
10871	MCCLURE, L	2.500	12/18/2014	134.32	335.79
10871	MCCLURE, L	1.000	12/18/2014	134.31	134.31

LABOR OT TOTAL: \$1,007.34

WBS # B209343 TOTAL: \$2,440.01

INVOICE TOTAL: \$2,440.01

THIS BILL REPRESENTS ONLY CHARGES RECEIVED TO DATE.
 FURTHER BILLS MAY BE ISSUED SHOULD ADDITIONAL
 CHARGES BE RECEIVED SUBSEQUENT TO THIS BILLING

JAN 1 2 2015



125243311

Job Site

LUBBOCK JOB
26TH
x:26TH@MILWAUKEE
LUBBOCK TX 79416
Office: 303-791-3600 Cell: 720-437-0878

Customer # : 382816
Quote Date : 12/29/14
Estimated Out : 12/30/14 10:00 AM
Estimated In : 12/31/14 10:00 AM
UR Job Loc : LUBBOCK
UR Job # : CONV001: 181
Customer Job ID: 181
P.O. # : TBD
Ordered By : JARROD
Written By : DAGAN PROVENCE
Salesperson : DAGAN PROVENCE

GARNEY CONSTRUCTION
WEAVER CONSTRUCTION MGMT INC
1333 NW VIVION RD
KANSAS CITY MO 64118-4554

**This is not an invoice
Please do not pay from this document**

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	Month	Estimated Amt.
1	9419326	TRENCH BOX 10' X 20' WITH 6" WALL		336.00	837.00	1876.00	336.00
1	940/5510	SPREADER BAR (KIT) 8" X 6'	3.00	3.00	6.00	16.00	3.00
6	940/5655	8" SPREADER BAR (LINEAR FEET)					

Rental Subtotal: 339.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	DELIVERY CHARGE	125.000	EACH	125.00
1	PICKUP CHARGE	125.000	EACH	125.00

Sales/Misc Subtotal: 250.00

Agreement Subtotal: 589.00

Tax: 48.59

Estimated Total: 637.59

COMMENTS/NOTES:

CONTACT: JARROD WEBER
CELL#: 720-437-0878

Note: This proposal may be withdrawn if not accepted within 30 days.

THIS IS NOT A RENTAL AGREEMENT. THE RENTAL OF EQUIPMENT AND ANY OTHER ITEMS LISTED ABOVE IS SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S RENTAL AGREEMENT, WHICH MUST BE SIGNED PRIOR TO OR UPON DELIVERY OF THE EQUIPMENT AND OTHER ITEMS.

Rental Rate Blue Book®

December 29, 2014

Caterpillar 329D L Crawler Mounted Hydraulic Excavators



Size Class:
Operating Weight 28.1 - 33.0 MTons
Weight:
64,460 lbs.

Configuration for 329D L

Power Mode	Diesel	Bucket Capacity - Heaped	1.44 cy
Operating Weight	29.2 t	Net Horsepower	204.0 hp

Equipment Notes: General Purpose bucket included in rate, unless otherwise noted.

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$9,775.00	\$2,735.00	\$685.00	\$105.00	\$64.75	\$120.29
Adjustments						
Region (100%)	-	-	-	-		
Model Year (100%)	-	-	-	-		
Ownership (0%)	(\$9,775.00)	(\$2,735.00)	(\$685.00)	(\$105.00)		
Operating (0%)					(\$64.75)	
Total:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	38%	\$3,714.50 / mo
Overhaul (ownership)	47%	\$4,594.25 / mo
CFC (ownership)	6%	\$586.50 / mo
Indirect (ownership)	9%	\$879.75 / mo
Fuel (operating) @ \$3.98	53%	\$34.10 / hr

Revised Date: 2nd Half 2014

Rental Rate Blue Book®

December 29, 2014

Caterpillar 349E L Crawler Mounted Hydraulic Excavators



Size Class:
Operating Weight 40.1 - 50.0 MTons
 Weight:
109,100 lbs.

Configuration for 349E L

Power Mode	Diesel	Bucket Capacity - Heaped	4.1 cy
Operating Weight	49.4 t	Net Horsepower	404.0 hp

Equipment Notes: General Purpose bucket included in rate, unless otherwise noted.

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$16,195.00	\$4,535.00	\$1,135.00	\$170.00	\$117.85	\$209.87
Adjustments						
Region (100%)	-	-	-	-		
Model Year (100%)	-	-	-	-		
Ownership (0%)	(\$16,195.00)	(\$4,535.00)	(\$1,135.00)	(\$170.00)		
Operating (0%)					(\$117.85)	
Total:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	38%	\$6,154.10 / mo
Overhaul (ownership)	47%	\$7,611.65 / mo
CFC (ownership)	6%	\$971.70 / mo
Indirect (ownership)	9%	\$1,457.55 / mo
Fuel (operating) @ \$3.98	57%	\$67.53 / hr

Revised Date: 2nd Half 2014

Rental Rate Blue Book®

December 29, 2014

Deere 644K

4-Wd Articulated Wheel Loaders

Size Class:

Net Hp 225 - 249 HP

Weight:

40,417 lbs.



Configuration for 644K

Power Mode	Diesel	Bucket Capacity - Heaped	4.25 cy
Net Horsepower	232.0 hp	Operator Protection	EROPS

Equipment Notes: Includes General Purpose bucket and ROPS, unless otherwise noted.

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$6,055.00	\$1,695.00	\$425.00	\$64.00	\$47.95	\$82.35
Adjustments						
Region (100%)	-	-	-	-		
Model Year (100%)	-	-	-	-		
Ownership (0%)	(\$6,055.00)	(\$1,695.00)	(\$425.00)	(\$64.00)		
Operating (0%)					(\$47.95)	
Total:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	43%	\$2,603.65 / mo
Overhaul (ownership)	38%	\$2,300.90 / mo
CFC (ownership)	7%	\$423.85 / mo
Indirect (ownership)	12%	\$726.60 / mo
Fuel (operating) @ \$3.98	62%	\$29.73 / hr

Revised Date: 2nd Half 2014

Rental Rate Blue Book®

January 27, 2015

Caterpillar 938H

4-Wd Articulated Wheel Loaders

Size Class:

Net Hp 175 - 199 HP

Weight:

33,190 lbs.



Configuration for 938H

Power Mode	Diesel	Bucket Capacity - Heaped	3.65 cy
Net Horsepower	172.0 hp	Operator Protection	EROPS

Equipment Notes: Includes General Purpose bucket and ROPS, unless otherwise noted.

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$5,390.00	\$1,510.00	\$380.00	\$57.00	\$36.85	\$67.47
Adjustments						
Region (100%)	-	-	-	-		
Model Year (100%)	-	-	-	-		
Ownership (0%)	(\$5,390.00)	(\$1,510.00)	(\$380.00)	(\$57.00)		
Operating (0%)					(\$36.85)	
Total:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	43%	\$2,317.70 / mo
Overhaul (ownership)	38%	\$2,048.20 / mo
CFC (ownership)	7%	\$377.30 / mo
Indirect (ownership)	12%	\$646.80 / mo
Fuel (operating) @ \$3.98	60%	\$22.04 / hr

Revised Date: 2nd Half 2014

Jarrold Weber

From: Chris.Paris@Ferguson.com
Sent: Tuesday, January 27, 2015 12:25 PM
To: Jarrod Weber
Subject: 36" ISO kit

Jarrold -

Your 36" ISO kit w/ Mylar sleeves and insulation gasket is \$438.14.

Thanks,
Chris

Sent from my iPhone

**City of Lubbock, TX
Capital Project
Project Cost Detail
March 26, 2015**

Capital Project Number: 92255
 Capital Project Name: BCWF Supply Line/ Pumping System

	Budget
<i>Encumbered/Expended</i>	
City of Lubbock Staff Time	\$ 51,783
Advertisement	146
Misc. Services	51,000
Freese & Nichols - LHB Assessment Professional Services	378,200
Freese & Nichols - BCWF Supply Line Preliminary Engineering	274,129
Freese & Nichols - BCWF Amendment #1: Supply Line Final Design and Bid Phase Services	2,163,829
Freese & Nichols - BCWF Amendment #2: Contract A Construction Phase Services	690,367
Freese & Nichols - Pump Station 16 Preliminary and Final Design	1,567,600
Freese & Nichols - BCWF Amendment #3 - Construction Phase	-
Western Summit Constructors, Inc.- BCWF Supply Pipeline Construction Contract A	6,167,173
Western Summit Constructors, Inc.- BCWF Supply Pipeline Construction Contract A Change Order 1	(46,194)
Western Summit Constructors, Inc.- BCWF Supply Pipeline Construction Contract A Change Order 2	(101,499)
Pump Station 7 Land Acquisition	708,471
Pipeline Land Acquisition	418,677
Garney Construction-BCWF Supply Pipeline Construction Contract B	9,144,464
 <i>Current Agenda Item March 26, 2015</i>	
Garney Construction Contract 11668 Change Order 1	527,323
Encumbered/Expended to Date	21,995,469
 <i>Estimated Costs for Remaining Appropriation</i>	
Construction	4,504,531
Remaining Appropriation	4,504,531
Total Appropriation To Date	\$ 26,500,000

Managing Department **Pumping & Control**

Project Manager **John Turpin**

Project Classification **Replacement Infrastructure**

Project Status **Approved**



Project Scope

The following work will be performed with this project as supported by a recent engineering evaluation of the Low Head B pump station, pump station No. 9, pump station No. 7 and the Bailey County Well Field (BCWF) supply line.

1. Add a new branch to the BCWF supply line to relocate the main system connection directly to pump station No. 7 and by-pass the aged Low Head B pump station.
2. Demolish the Low Head B pump station.
3. Rehabilitate or Relocate and replace pump station No. 7
4. Rehabilitate pump station No. 9

Project Justification

Replacing aging infrastructure insures reliable continuous water service to Lubbock citizens and reduces annual maintenance costs, system failures, and utility expenses.

Project History

\$1.0 million was appropriated in FY 2010-11 Budget Amendment No. 7, Ord. No. 2011-O0035, April 14, 2011.

\$9.5 million was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.

\$16.0 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	
Construction	26,500,000	0	9,000,000	1,000,000	0	0	0	36,500,000
Total Project Appropriation	26,500,000	0	9,000,000	1,000,000	0	0	0	36,500,000

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	
FY 2009 Water Revenue CO's	668,985	0	0	0	0	0	0	668,985
FY 2010 Water Revenue CO's	14,655,208	0	0	0	0	0	0	14,655,208
FY 2011 10-year Water Revenue CO's	1,000,000	0	0	0	0	0	0	1,000,000
FY 2011 Water Revenue CO's	675,807	0	0	0	0	0	0	675,807
FY 2012 Water Revenue CO's	9,500,000	0	0	0	0	0	0	9,500,000
FY 2016 Water Revenue CO's	0	0	9,000,000	0	0	0	0	9,000,000
FY 2017 Water Revenue CO's	0	0	0	1,000,000	0	0	0	1,000,000
Total Funding Sources	26,500,000	0	9,000,000	1,000,000	0	0	0	36,500,000



Regular City Council Meeting

5. 5.

Meeting Date: 03/26/2015

Information

Agenda Item

Resolution – Water Resources: Consider a resolution authorizing the Director of Water Utilities to execute and submit to the U.S. Department of Interior Bureau of Reclamation WaterSMART Title XVI Water Reclamation and Reuse Program a grant application for financial assistance associated with a water reuse feasibility study.

Item Summary

The 2012 Texas State Water Plan identified water reuse as a significant water conservation and water management strategy to support future water needs in the state. The City of Lubbock’s 2013 Strategic Water Supply Plan includes several direct and indirect potable reuse strategies. However, in the Plan, it was recognized that this initial high-level assessment of reclaimed water options would need to be refined through the development of a more detailed feasibility study specifically focusing on potable water reuse. While planning for a more detailed feasibility study, City staff became aware of financial assistance available through the U.S. Bureau of Reclamation’s WaterSMART Title XVI Water Reclamation and Reuse Program. The award of this grant could potentially save the City \$150,000 while performing a water reuse feasibility study. By acceptance of a grant award, the City will provide matching funds of no more than \$229,342.

Fiscal Impact

\$300,000 has been appropriated in Capital Improvement Project (CIP) 8572 (Wastewater Direct Reuse Evaluation) and \$250,000 has been appropriated in CIP 8597 (Wastewater Indirect Reuse Evaluation). From these two CIPs, \$500,000 is available for projects associated with this grant application.

Staff/Board Recommending

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

Attachments

Resolution - WaterSmart Grant

WaterSmartGrantApplication

RESOLUTION

WHEREAS, the U.S. Department of Interior Bureau of Reclamation provides funding opportunities for reclaimed water feasibility studies as part of the Bureau of Reclamation's WaterSMART Title XVI Water Reclamation and Reuse Program; and

WHEREAS, the City of Lubbock, Texas (the "City") deems it necessary to apply to the U.S. Department of Interior Bureau of Reclamation for grant funding in an amount not to exceed \$150,000 for a feasibility study to evaluate potential potable water reuse alternatives that would make more efficient use of existing water supplies; and

WHEREAS, in accordance with the rules and regulations of the U.S. Department of Interior Bureau of Reclamation WaterSMART Title XVI Water Reclamation and Reuse Program, which governs the procedures of making such application, the governing body of the City is required to adopt a resolution to accompany such application; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was considered as open to the public and public notice of the time, place and purpose of the said meeting was given, all as required by Chapter 551, Texas Government Code.

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

1. THAT the U. S. Department of Interior Bureau of Reclamation under the WaterSMART Title XVI Water Reclamation and Reuse Program is hereby requested to grant funding in an amount not to exceed \$150,000 to the City for a feasibility study to evaluate potential potable water reuse alternatives as further described in the application for financial assistance.
2. THAT the Director of Water Utilities for the City is hereby authorized to execute and submit to the U.S. Department of Interior Bureau of Reclamation WaterSMART Title XVI Water Reclamation and Reuse Program a grant application for such financial assistance.
3. THAT the Director of Water Utilities is further specially authorized to make the required assurances to the U.S. Department of Interior Bureau of Reclamation in accordance with the rules, regulations and policies of the U.S. Department of Interior Bureau of

regulations and policies of the U.S. Department of Interior Bureau of Reclamation WaterSMART Title XVI Water Reclamation and Reuse Program.

4. THAT matching funds in support of the project, in the amount of no more than \$229,342 will be provided through in-kind contribution of salaries and through other sources of capital funding available to the City, such as revenue bonds or commercial paper.

5. THAT if the application is selected for an award, the City will work with the U.S. Department of Interior Bureau of Reclamation to meet established deadlines for entering into a grant funding agreement.

6. THAT a certified copy of this Resolution shall be attached to the grant application herein authorized to be prepared and submitted to the U.S. Department of Interior Bureau of Reclamation WaterSMART Title XVI Water Reclamation and Reuse Program.

Passed by the City Council on _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Aubrey Spear, Director of Water Utilities

APPROVED AS TO FORM:



Amy Sims, Deputy City Attorney

Res. WaterSMART Grant
3.9.15



[Home](#) > [Apply for Grants](#) > Confirmation

Confirmation

Thank you for submitting your grant application package via Grants.gov. Your application is currently being processed by the Grants.gov system. Once your submission has been processed, Grants.gov will send email messages to advise you of the progress of your application through the system. Over the next 24 to 48 hours, you should receive two emails. The first will confirm receipt of your application by the Grants.gov system, and the second will indicate that the application has either been successfully validated by the system prior to transmission to the grantor agency or has been rejected due to errors.

Please do not hit the back button on your browser.

If your application is successfully validated and subsequently retrieved by the grantor agency from the Grants.gov system, you will receive an additional email. This email may be delivered several days or weeks from the date of submission, depending on when the grantor agency retrieves it.

You may also monitor the processing status of your submission within the Grants.gov system by clicking on the "Track My Application" link listed at the end of this form.

Note: Once the grantor agency has retrieved your application from Grants.gov, you will need to contact them directly for any subsequent status updates. Grants.gov does not participate in making any award decisions.

IMPORTANT NOTICE: If you do not receive a receipt confirmation and either a validation confirmation or a rejection email message within 48 hours, please contact us. The Grants.gov Contact Center can be reached by email at support@grants.gov, or by telephone at 1-800-518-4726. Always include your Grants.gov tracking number in all correspondence. The tracking numbers issued by Grants.gov look like GRANTXXXXXXXXX.

If you have questions please contact the Grants.gov Contact Center: support@grants.gov
1-800-518-4726 24 hours a day, 7 days a week. Closed on federal holidays.

The following application tracking information was generated by the system:

Grants.gov Tracking Number:	GRANT11852449
Applicant DUNS:	05-821-3893
Submitter's Name:	Aubrey A Spear
CFDA Number:	15.504
CFDA Description:	Title XVI Water Reclamation and Reuse Program
Funding Opportunity Number:	R15AS00015
Funding Opportunity Description:	WaterSMART: Development of Feasibility Studies under the Title XVI Water Reclamation and Reuse Program for Fiscal Year 2015
Agency Name:	Bureau of Reclamation
Application Name of this Submission:	City of Lubbock Potable Water Reuse Implementation Feasibility Study
Date/Time of Receipt:	2015.03.03 1:18 PM, EST

TRACK MY APPLICATION – To check the status of this application, please click the link below:

http://www.grants.gov/web/grants/applicants/track-my-application.html?tracking_num=GRANT11852449

It is suggested you Save and/or Print this response for your records.



Grant Application Package

Opportunity Title:	WaterSMART: Development of Feasibility Studies under th
Offering Agency:	Bureau of Reclamation
CFDA Number:	15.504
CFDA Description:	Title XVI Water Reclamation and Reuse Program
Opportunity Number:	R15AS00015
Competition ID:	
Opportunity Open Date:	01/13/2015
Opportunity Close Date:	03/03/2015
Agency Contact:	Shaun Wilken Grants Management Specialist E-mail: swilken@usbr.gov Phone: 303-445-3697

I will be submitting applications on my behalf, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Application Filing Name:

Select Forms to Complete

Mandatory

<u>Application for Federal Assistance (SF-424)</u>	Complete
--	-----------------

Optional

- | | |
|---|-----------------|
| <input checked="" type="checkbox"/> <u>Budget Information for Non-Construction Programs (SF-424A)</u> | Complete |
| <input checked="" type="checkbox"/> <u>Assurances for Non-Construction Programs (SF-424B)</u> | Complete |
| <input checked="" type="checkbox"/> <u>Attachments</u> | Complete |
| <input type="checkbox"/> <u>Disclosure of Lobbying Activities (SF-LLL)</u> | |
| <input type="checkbox"/> <u>Budget Information for Construction Programs (SF-424C)</u> | |
| <input type="checkbox"/> <u>Assurances for Construction Programs (SF-424D)</u> | |

Instructions

[Show Instructions >>](#)

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here.
If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application and then apply.

Application for Federal Assistance SF-424		Version 02
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision
		* If Revision, select appropriate letter(s): _____ * Other (Specify): _____
* 3. Date Received: 03/03/2015	4. Applicant Identifier: _____	
5a. Federal Entity Identifier: _____		* 5b. Federal Award Identifier: _____
State Use Only:		
6. Date Received by State: _____	7. State Application Identifier: _____	
8. APPLICANT INFORMATION:		
* a. Legal Name: City of Lubbock, Texas		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 75-60000590-6	* c. Organizational DUNS: 0582139830000	
d. Address:		
* Street1:	P.O. Box 2000	
Street2:	_____	
* City:	Lubbock	
County:	_____	
* State:	TX: Texas	
Province:	_____	
* Country:	USA: UNITED STATES	
* Zip / Postal Code:	79457-2000	
e. Organizational Unit:		
Department Name: Water Utilities	Division Name: _____	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Mr.	* First Name: Aubrey	_____
Middle Name: A.	_____	
* Last Name: Spear	_____	
Suffix: P.E.	_____	
Title: Director of Water Utilities		
Organizational Affiliation: City of Lubbock		
* Telephone Number: 806.775.2585	Fax Number: 806.775.3017	_____
* Email: aspear@mylubbock.us		

Application for Federal Assistance SF-424

Version 02

9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*** Other (specify):**

*** 10. Name of Federal Agency:**

Bureau of Reclamation

11. Catalog of Federal Domestic Assistance Number:

15.504

CFDA Title:

Title XVI Water Reclamation and Reuse Program

*** 12. Funding Opportunity Number:**

R15AS00015

*** Title:**

WaterSMART: Development of Feasibility Studies under the Title XVI Water Reclamation and Reuse Program for Fiscal Year 2015

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

*** 15. Descriptive Title of Applicant's Project:**

City of Lubbock Potable Water Reuse Implementation Feasibility Study

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="150,000.00"/>
* b. Applicant	<input type="text" value="229,342.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="379,342.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

Yes No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
 Middle Name:
 * Last Name:
 Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

Application for Federal Assistance SF-424

Version 02

*** Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

[Empty text input field for Applicant Federal Debt Delinquency Explanation]

ATTACHMENTS FORM

Instructions: On this form, you will attach the various files that make up your grant application. Please consult with the appropriate Agency Guidelines for more information about each needed file. Please remember that any files you attach must be in the document format and named as specified in the Guidelines.

Important: Please attach your files in the proper sequence. See the appropriate Agency Guidelines for details.

1) Please attach Attachment 1	150303- Lubbock_USBR_applica	Add Attachment	Delete Attachment	View Attachment
2) Please attach Attachment 2	150303- Lubbock_USBR_grant_a	Add Attachment	Delete Attachment	View Attachment
3) Please attach Attachment 3		Add Attachment	Delete Attachment	View Attachment
4) Please attach Attachment 4		Add Attachment	Delete Attachment	View Attachment
5) Please attach Attachment 5		Add Attachment	Delete Attachment	View Attachment
6) Please attach Attachment 6		Add Attachment	Delete Attachment	View Attachment
7) Please attach Attachment 7		Add Attachment	Delete Attachment	View Attachment
8) Please attach Attachment 8		Add Attachment	Delete Attachment	View Attachment
9) Please attach Attachment 9		Add Attachment	Delete Attachment	View Attachment
10) Please attach Attachment 10		Add Attachment	Delete Attachment	View Attachment
11) Please attach Attachment 11		Add Attachment	Delete Attachment	View Attachment
12) Please attach Attachment 12		Add Attachment	Delete Attachment	View Attachment
13) Please attach Attachment 13		Add Attachment	Delete Attachment	View Attachment
14) Please attach Attachment 14		Add Attachment	Delete Attachment	View Attachment
15) Please attach Attachment 15		Add Attachment	Delete Attachment	View Attachment

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 06/30/2014

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. WaterSMART: Development of Feasibility Studies under the Title XVI Water Reclamation and Reuse Program	15.504	\$	\$	\$ 150,000.00	\$ 229,342.00	\$ 379,342.00
2.						
3.						
4.						
5. Totals		\$	\$	\$ 150,000.00	\$ 229,342.00	\$ 379,342.00

Standard Form 424A (Rev. 7-97)
Prescribed by OMB (Circular A-102) Page 1

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	WaterSMART: Development of Feasibility Studies under the Title XVI Water Reclamation and Reuse Program				
a. Personnel	\$ 3,016.00				\$ 3,016.00
b. Fringe Benefits	603.00				603.00
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual	379,000.00				379,000.00
g. Construction					
h. Other	723.00				723.00
i. Total Direct Charges (sum of 6a-6h)	379,342.00				\$ 379,342.00
j. Indirect Charges					
k. TOTALS (sum of 6i and 6j)	\$ 379,342.00				\$ 379,342.00
7. Program Income					

Authorized for Local Reproduction

Standard Form 424A (Rev. 7-97)
Prescribed by OMB (Circular A -102) Page 1A

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. WaterSMART: Development of Feasibility Studies under the Title XVI Water Reclamation and Reuse Program	\$ 229,342.00	\$	\$	\$ 229,342.00	
9.					
10.					
11.					
12. TOTAL (sum of lines 8-11)	\$ 229,342.00	\$	\$	\$ 229,342.00	
SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 150,000.00	\$ 37,500.00	\$ 37,500.00	\$ 37,500.00	\$ 37,500.00
14. Non-Federal	\$ 229,344.00	\$ 57,336.00	\$ 57,336.00	\$ 57,336.00	\$ 57,336.00
15. TOTAL (sum of lines 13 and 14)	\$ 379,344.00	\$ 94,836.00	\$ 94,836.00	\$ 94,836.00	\$ 94,836.00
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)				
	(b) First	(c) Second	(d) Third	(e) Fourth	
16. WaterSMART: Development of Feasibility Studies under the Title XVI Water Reclamation and Reuse Program	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
17.					
18.					
19.					
20. TOTAL (sum of lines 16 - 19)	\$	\$	\$	\$	
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges:	22. Indirect Charges:				
23. Remarks:					

Authorized for Local Reproduction

Standard Form 424A (Rev. 7-97)
 Prescribed by OMB (Circular A-102) Page 2

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Aubrey Spear	Director of Water Utilities
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Lubbock, Texas	03/03/2015

Standard Form 424B (Rev. 7-97) Back

**Application for a WaterSMART Feasibility Study Grant under
the Title XVI Water Reclamation and Reuse Program**

for the

**City of Lubbock Potable Water Reuse Implementation
Feasibility Study**



March 3, 2015

Project Name: City of Lubbock Potable Water Reuse Implementation Strategy Feasibility Study

Applicant: City of Lubbock, Texas

Address: 4709 66th Street
Lubbock, TX 79414

Project Manager: Aubrey Spear, P.E.

Address: 4709 66th Street
Lubbock, TX 79414

Email Address: aspear@mylubbock.us

Telephone Number: (806) 775-2585

Facsimile Number: (806) 775-3027

Table of Contents

1	Technical Proposal.....	1
1.1	Executive Summary	1
1.2	Technical Study Description.....	2
1.2.1	Background	2
1.2.2	Task 1 - Preliminary Project Planning/Background Information.....	4
1.2.3	Task 2 – Water Reclamation and Reuse Opportunities.....	5
1.2.4	Task 3 – Reclaimed Water Sources and Reuse Technology.....	5
1.2.5	Task 4 – Water Supply Alternatives.....	6
1.2.6	Task 5 – Costs and Benefits.....	7
1.2.7	Task 6 – Energy Evaluation.....	8
1.2.8	Task 7 – Environmental Considerations and Potential Effects	8
1.2.9	Task 8 – Legal and Institutional Requirements.....	9
1.2.10	Task 9 – Economic Analysis and Selection of Water Supply Alternative	9
1.2.11	Task 10 -- Public Outreach Plan.....	10
1.2.12	Task 11 – Implementation and Funding Plan	10
1.2.13	Task 12 – Final Report	11
1.2.14	Task 13 – Project Administration.....	11
1.3	Evaluation Criteria.....	11
2	Required Permits and Approvals.....	20
3	Funding Plan	21
4	Letters of Commitment.....	21
5	Official Resolution	21
6	Project Budget Proposal.....	22
6.1	Summary.....	22
6.2	Budget Narrative	22
6.2.1	Salaries and Wages.....	22
6.2.2	Fringe Benefits	22
6.2.3	Travel.....	22
6.2.4	Equipment	22
6.2.5	Supplies/Materials	22
6.2.6	Contractual/Construction	22
6.2.7	Other.....	22
6.2.8	Reporting.....	23

1 Technical Proposal

1.1 EXECUTIVE SUMMARY

Date: March 3, 2015
Applicant Name: City of Lubbock
Service Area: City of Lubbock and wholesale customers
County: Lubbock
State: Texas

The City of Lubbock (City) provides water and wastewater service to customers within the City. The City also supplies water to seven wholesale customers, including Shallowater, Ransom Canyon and Buffalo Springs. The City completed a Strategic Water Supply Plan in 2013 that identified several water supply strategies to meet the future needs of its service area. A number of potable water reuse options were considered in the 2013 Strategic Water Supply Plan. However, in the plan, it was recognized that this initial high-level assessment of reclaimed water options would need to be refined through the development of a more detailed feasibility study specifically focusing on potable water reuse. The feasibility study proposed in this application describes this follow-on effort.

The potable reuse options to be evaluated in this study will focus on the three main categories of potable reuse identified in the 2013 Strategic Water Supply Plan, i.e.

1. Indirect potable reuse (IPR)- surface water augmentation;
2. Indirect potable reuse (IPR)- groundwater augmentation; and
3. Direct potable reuse (DPR).

Lubbock has been implementing treatment improvements at its existing Southeast Water Reclamation Plant (WRP) in recent years, resulting in improved effluent quality with the intent to ultimately develop a potable reuse project. In addition, the City is constructing a second water reclamation plant, the Northwest WRP, which is using membrane bioreactor technology and will also provide very high quality effluent.

The purpose of this feasibility study is to identify a strategy for augmentation of Lubbock's potable water supply with reclaimed water that is first and foremost protective of public health and the environment, and is also reliable and sustainable, while minimizing the financial impact to the City.

1.2 TECHNICAL STUDY DESCRIPTION

1.2.1 Background

The City of Lubbock is located in Lubbock County, and is centrally positioned in the South Plains Region of Texas. Lubbock is part of the Texas Water Development Board (TWDB) 21-county Llano Estacado Regional Water Planning Area (also known as Region O). The Llano Estacado Region is semi-arid and has limited surface water. Typical surface water in the region is limited to ephemeral stream flows and stormwater collected in playa lakes. In addition, several larger water supply reservoirs have been developed that impound major streams.

Lubbock's current water supply relies on both surface and groundwater and comes from the following sources (Figure 1):

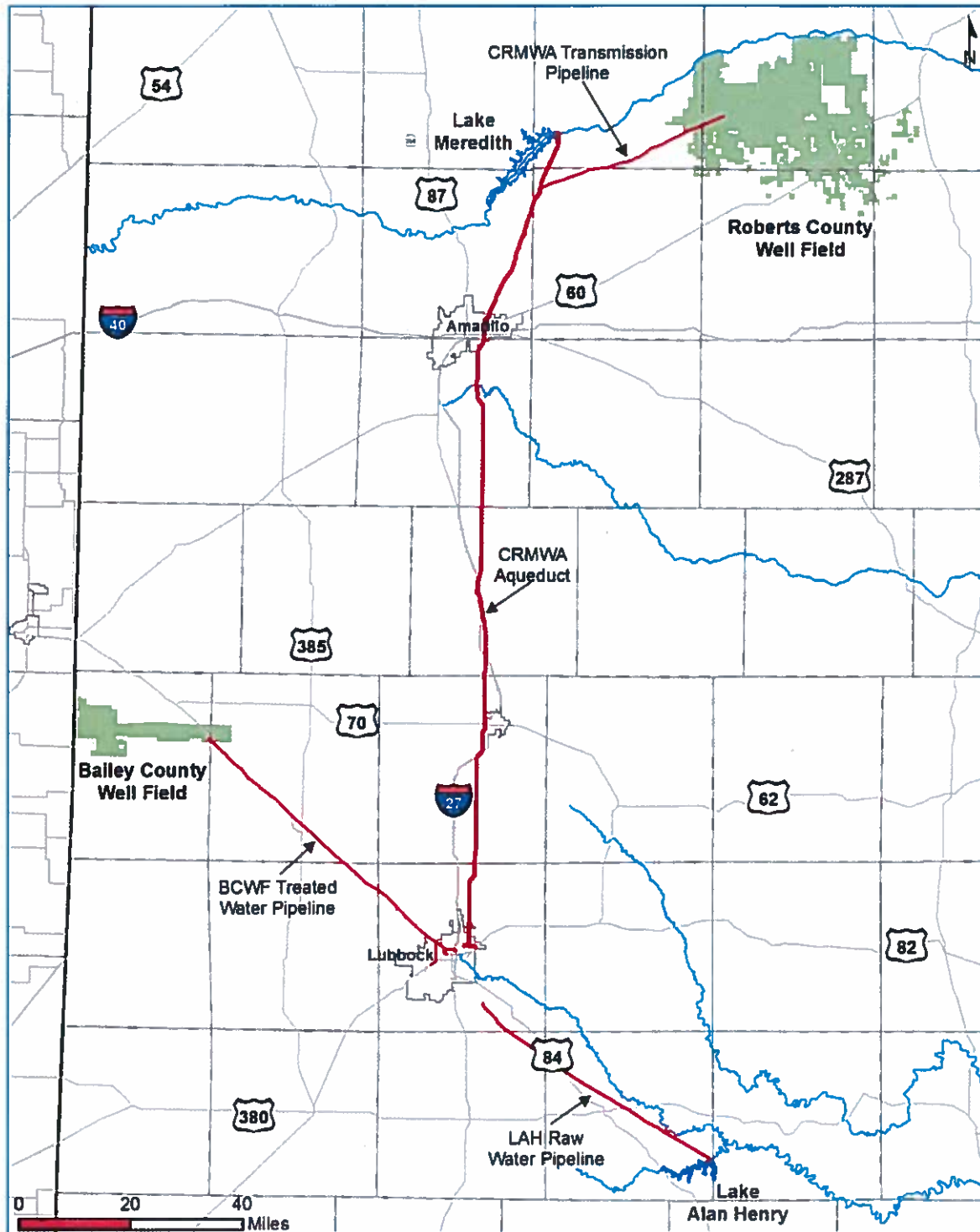
- Canadian River Municipal Water Authority (CRMWA) supplies
 - Lake Meredith (limited use)
 - Roberts County Well Field
- Bailey County Well Field
- Lake Alan Henry

In addition to these conventional sources, the City has been providing reclaimed water from its Southeast Water Reclamation Plant (SEWRP) to the Xcel Energy Jones Power Plant (previously Southwestern Public Service) since 1968. The City also contracted with two private cotton farming operations in 2012 and provides reclaimed water to these farms when water is available.

The City has been proactive in planning for future water supply to meet projected future growth and demands. The most recent Strategic Water Supply Plan was completed in 2013 and identified several potential water supply options that would augment existing supplies through potable water reuse strategies. The evaluation of potable reuse options in the Strategic Water Supply plan was performed at a high level and was intended to serve as a starting point for a more detailed evaluation of each alternative.

Subsequent to the 2013 Strategic Water Supply Plan, the City budgeted funds to perform detailed evaluations of the three identified potable reuse strategies: indirect potable reuse (IPR) through groundwater augmentation; IPR through surface water augmentation; and direct potable reuse (DPR). Some of these funds have already been used to support a follow-on study focusing on ASR and groundwater IPR, which is ongoing. In addition, the City has supported and participated in several other collaborative research projects related to potable reuse. These include:

**Figure 1: Study Area and Existing City of Lubbock Water Supplies
(from 2013 Strategic Water Supply Plan)**



- Texas Water Development Board (TWDB) project to develop a resource document for DPR. This project will be completed in March 2015;
- WaterReuse Research Foundation Project WRRF 12-06; Guidelines for Engineered Storage Systems; and
- WaterReuse Research Foundation Project WRRF 13-02; Model Public Communication Plan for Advancing DPR Acceptance

The City would like to use funding from the Title XVI Feasibility grant program, supported by matching funds, to perform a detailed feasibility study that leverages the initial information developed through the Strategic Water Supply Plan, the ongoing ASR/groundwater IPR study and the TWDB DPR project. The goal of this feasibility study is to prepare a detailed evaluation and comparison of potable water reuse alternatives and identify the best strategy for future development and implementation of water reuse for the City of Lubbock.

Assessment of the feasibility of Potable Water Reuse Implementation for the City of Lubbock will be performed by completing the tasks described below.

1.2.2 Task 1 - Preliminary Project Planning/Background Information

- Gather, review, and summarize previous reports relevant to water reuse and water supply, including but not limited to:
 - City of Lubbock Strategic Water Supply Plan, February 2013
 - Canyon Lakes Water Reuse Project, March 2012
 - Improvements to the SEWRP, Design Memorandum, August 2007
 - City of Lubbock Wastewater Master Plan, 2009
 - Llano Estacado Regional Water Planning Area, Regional Water Plan, 2011
 - Northwest Water Reclamation Plant Feasibility Study, 2012
 - Northwest Water Reclamation Plant Final Design Report, 2014
- Summarize the City's current and projected water and wastewater situation:
 - Water demands through 2060.
 - Water supplies through 2060, potential sources of additional water, and plans for new water facilities.
 - Water quality concerns for the current and projected water supplies
 - Wastewater flows through 2060, disposal options, and plans for new wastewater facilities.
- Describe the need for additional water supply to be provided through a potable reuse project. Provide a general description of the potential project(s), identifying the project sponsor and affected entities.
- Describe the study area. Illustrate the study area on a GIS map.

1.2.3 Task 2 – Water Reclamation and Reuse Opportunities

Identify opportunities for water reclamation and reuse in the study area:

- Using information gathered from Task 1, provide a review of potential uses for reclaimed water in the study area. Since the focus of the evaluation is on potable reuse strategies, a detailed evaluation of additional nonpotable reuse customers will not be performed.
- Using information gathered in Task 1, define the need and market for reclaimed water in the study area.
- Identify potential barriers to implementing a reuse project, such as physical constraints, public acceptance, institutional and regulatory issues, costs, etc. Identify methods to eliminate obstacles which may inhibit the use of reclaimed water, including pricing.

1.2.4 Task 3 – Reclaimed Water Sources and Reuse Technology

Identify the sources of reclaimed water and current and future reuse technologies:

- Potential sources of reclaimed water include the Southeast Water Reclamation Plant (SEWRP) and the future Northwest Water Reclamation Plant (NWWRP), scheduled to be operational in 2018. Both plants are/will be owned and operated by the City of Lubbock. Describe these facilities, including the following information:
 - Treatment capacities, existing and projected flows, and quantities of available reclaimed water.
 - Treatment processes, design criteria, and plans for future facilities.
 - Reclaimed water quality:
 - Document the quality of the effluent from the SEWRP. Identify additional data necessary to evaluate reclaimed water quality requirements, if any, and request that the City perform laboratory analyses. Identify any parameters that limit the use of SEWRP effluent for eventual potable reuse and additional treatment processes necessary to remove the limitation.
 - Document the effluent discharge permit limits and projected quality of the effluent from the NWWRP.
 - Review current and pending effluent discharge permit limits for the existing SEWRP and identify potential regulatory changes that could impact effluent quality.
- Describe current use of reclaimed water from the SEWRP. Define type of use and amount of water reused. Prepare a map showing existing reclaimed water pipelines and use sites.
- Summarize water reclamation and reuse technology currently in use and opportunities for development of improved technologies to augment the potable water supply.

1.2.5 Task 4 – Water Supply Alternatives

Evaluation of water supply alternatives will consider potable water reuse options as well as non-reuse water supply options to meet future water demands. The potable reuse options to be considered include:

1. **Indirect potable reuse (IPR)- surface water augmentation.** Several potential surface water IPR strategies were considered as part of the 2013 Strategic Water Supply Plan. These strategies will be used as a starting point to further develop potential surface water IPR options to be evaluated in the feasibility study.
2. **Indirect potable reuse (IPR)- groundwater augmentation.** The City is currently performing a study to evaluate the feasibility of ASR and groundwater IPR. Results from this study will be used as a starting point to further develop a groundwater IPR option.
3. **Direct potable reuse (DPR)-** several potential DPR scenarios were considered in the 2013 Strategic Water Supply Plan. In addition, the City was sponsor and participated in the Texas Water Development Board project to develop a resource document for DPR. Information from these studies will be used as a starting point to develop potential DPR options to be considered.

Non-reuse alternatives to be evaluated will include the following strategies considered in the 2013 Strategic Water Supply Plan:

1. Development of Phase 2 of surface water supply from Lake Alan Henry
2. Development of an additional transmission line from the Roberts County Well Field to the CRMWA aqueduct

The evaluation of water supply alternatives will include the following sub-tasks:

- Define the water supply objectives that all alternatives are to meet.
- Define water quality performance targets for each potable reuse alternative, including pathogen removal goals, chemical targets and aesthetic goals.
- An initial screening evaluation of potable reuse alternatives will be performed using available information developed from existing studies. A decision matrix summarizing cost and non-cost factors will be used as a tool to identify no more than three recommended potable reuse alternatives for subsequent detailed evaluation. A workshop with City staff will be held to review the decision matrix and discuss criteria, weighting factors and rankings.
- Describe water supply alternatives (other than the proposed reuse alternatives) to meet the objectives, including benefits of each alternative, total project cost, life cycle cost, and corresponding cost of the project water produced expressed in dollars per million gallons and/or dollars per acre-foot.
- Define up to three treatment process schemes for each potable reuse alternative. Document how each scheme will meet established water quality performance targets.

- Develop conceptual treatment and conveyance designs for each of the potable reuse alternatives. Illustrate system infrastructure for each alternative on a GIS map.
 - Identify the general infrastructure, including but not limited to, wastewater treatment upgrades, advanced water treatment, pipelines, pump stations, etc., that is needed to treat and convey reclaimed water while meeting Federal and State legal and permitting requirements.
- Describe waste-stream discharge treatment and disposal water quality requirements for each of the alternatives.
 - Evaluate alternatives for disposal of concentrate for treatment schemes that generate concentrate streams (such as reverse osmosis)
 - Determine expected concentrate water quality based on available data.
 - Evaluate the feasibility of a surface discharge of concentrate
 - Define receiving water quality requirements
 - Define any additional treatment needed to meet receiving water quality goals
 - Evaluate other strategies for disposal, as needed, which may include:
 - Deep well injection
 - Evaporation ponds/mechanical evaporators
 - Additional advanced treatment to reduce volume of concentrate stream or achieve zero liquid discharge
 - Define strategies for discharge treatment or disposal of other waste-stream residuals generated by each potable reuse treatment scheme.

1.2.6 Task 5 – Costs and Benefits

Develop cost and benefit information for each of the potable reuse project alternatives:

- Develop life-cycle cost estimates. The level of detail will be as required for feasibility studies in RM D&S, Cost Estimating (FAC 09-01). Estimates will include:
 - Capital costs, including expenditures for major structures and facilities and other types of construction and non-construction expenses.
 - Annual operation, maintenance, and replacement costs.
 - Unit costs in terms of dollars per million gallons and/or dollars per acre-foot of capacity.
- Prepare a tabular comparison of life-cycle costs for the potable reuse alternatives with life-cycle costs developed for non-reuse alternatives (developed in Task 4).
- Identify and analyze potential benefits, including but not limited to, the following:

- Reduction, postponement, or elimination of development of new or expanded water supplies;
 - Reduction or elimination of the use of existing diversions from natural watercourses, or withdrawals from aquifers;
 - Reduction of demand on existing Federal or other water supply facilities; and
 - Reduction, postponement, or elimination of new or expanded wastewater facilities.
- Where sufficient information is available, develop quantitative benefit estimates for the potable reuse alternatives.
 - For benefits that are difficult to quantify (e.g., a drought tolerant water supply, reduced water importation, and other social or environmental benefits), provide qualitative descriptions of the benefits.

1.2.7 Task 6 – Energy Evaluation

Efficient use of energy will be a significant consideration in the development of and evaluation of each of the potable reuse alternatives.

- Evaluate the energy requirements of each of the potable reuse alternatives and prepare a tabular comparison of projected energy usage.
- Evaluate potential energy saving measures that could be integrated into the design of new treatment facilities, such as energy recovery systems and/or variable frequency drives.
- Evaluate the feasibility of including renewable energy elements as part of the project by
 - Purchasing energy from a local utility that provides renewable energy
 - Integrating renewable energy components into the treatment and conveyance systems, such as wind turbines, solar panels or micro-turbines.

1.2.8 Task 7 – Environmental Considerations and Potential Effects

For the potable reuse alternatives, identify environmental considerations and potential impacts:

- Describe potentially significant impacts on endangered or threatened species, public health or safety, natural resources, regulated waters of the United States, or cultural resources.
- Describe potentially significant environmental effects or unique or undefined environmental risks.
- Describe the status of required Federal, state, tribal, and/or local environmental compliance measures, including copies of any documents that have been prepared, or results of any relevant studies.
- Describe other available information that would assist with assessing the measures that may be necessary to comply with the National Environmental Policy Act (NEPA) and

other applicable Federal, state, or local environmental laws such as the Endangered Species Act or the Clean Water Act.

- Describe how the proposed potable reuse alternatives will affect water supply and water quality from the perspective of a regional, watershed, aquifer, or river basin condition.
- Describe the extent of public involvement in the feasibility study and summarize comments received, if any.
- Describe the potential effects the project may have on historic properties. Include potential mitigation measures, the potential for adaptive reuse of facilities, an analysis of historic preservation costs, and the potential for heritage education, if necessary.

1.2.9 Task 8 – Legal and Institutional Requirements

Identify legal and institutional requirements or barriers to implementation of the proposed potable reuse alternatives:

- For direct potable reuse, use information developed in the Texas Water Development Board Direct Potable Reuse Resource Document to inform identification of legal issues.
- Identify permits required for implementation. These may include, but not be limited to State Chapter 210 authorizations, Federal 404 permits, State permits under Chapter 290, or State TPDES discharge permits.
- Identify water rights issues, including rights to wastewater discharges, potentially resulting from implementation of the proposed potable reuse alternatives.
- Identify the need for multi-jurisdictional or interagency agreements, any coordination undertaken, and any planned coordination activities.
- Describe permitting procedures required for the implementation of water reclamation projects in the study area and any measures that the City can implement that could speed the permitting process.
- Describe any unresolved issues associated with implementing the proposed water reclamation and reuse project, how and when such issues will be resolved, and how the project would be affected if such issues are not resolved.
- Identify current and projected wastewater discharge requirements resulting from the proposed potable reuse alternatives. Depending on the outcome of the concentrate disposal evaluation, this discussion may include requirements for disposal of concentrate through a surface discharge.

1.2.10 Task 9 – Economic Analysis and Selection of Water Supply Alternative

Taking into account information developed in the previous tasks, perform an economic analysis of the proposed potable reuse alternatives relative to other water supply alternatives and select the City's preferred water supply alternative:

- Describe current study area conditions and provide projections of the future with and without the project. Describe how the project can alleviate economic problems and meet future water demands.
- Compare the costs of the potable reuse alternatives and the other water supply alternatives. Cost comparisons will be based on meeting the same water demands and will use the same interest rates and analysis periods.
- Select a preferred alternative. Justify the selection in terms of meeting objectives, demands, needs, cost effectiveness, and other criteria important to the decision.

1.2.11 Task 10 -- Public Outreach Plan

- Document available resources and tools developed by the WateReuse Research Foundation and other utilities related to public outreach.
- Provide recommendations for public outreach and education strategies that may be used to communicate with the public regarding implementation of the recommended Title XVI project.

1.2.12 Task 11 – Implementation and Funding Plan

Develop an implementation and funding plan, including the following information:

- A plan for implementing the preferred alternative:
 - Describe the treatment and infrastructure requirements.
 - Describe the extent to which the proposed alternative will use proven technologies and conventional system components.
 - Identify basic research needs, if any.
 - Describe research needs associated with the proposed potable reuse project, including the objectives to be accomplished through research. Depending on treatment schemes identified, pilot- and/or bench-scale testing of treatment processes will likely be necessary to obtain TCEQ approval. Research related to concentrate disposal strategies may also be identified.
 - Describe the basis for Reclamation participation in the identified research.
 - Identify the parties who will administer and conduct necessary research.
 - Develop a schedule for implementation of the preferred alternative, including basic research, including pilot-testing, design and construction, customer contracts, permitting, and other necessary elements.
- A plan for funding the proposed project construction, operation, maintenance, and replacement costs:

- Describe the willingness of the City to pay for its share of capital costs and the full operation, maintenance, and replacement costs.
- Describe how the City will pay construction, annual operation and maintenance, and replacement costs. Identify the potential sources of revenue, including grants and/or loans that may be available to fund design and construction of the preferred alternative.
- Describe all Federal and non-Federal sources of funding and any restrictions on such sources, for example, minimum or maximum cost-share limitations.
- Describe the reasonably foreseeable future actions that the City would take if Federal funding were not provided for the proposed water reclamation and reuse project, including estimated costs.

1.2.13 Task 12 – Final Report

Prepare a Title XVI feasibility report that organizes and describes work performed in the previous tasks and meets applicable requirements of RM Directives & Standards WTR 11-01.

1.2.14 Task 13 -- Project Administration

Monitor the project staffing, budget and schedule during the project. Provide semi-annual financial and program performance reports to the Bureau of Reclamation.

1.3 EVALUATION CRITERIA

Evaluation Criterion 1: Statement of Problems and Needs – 10 Points

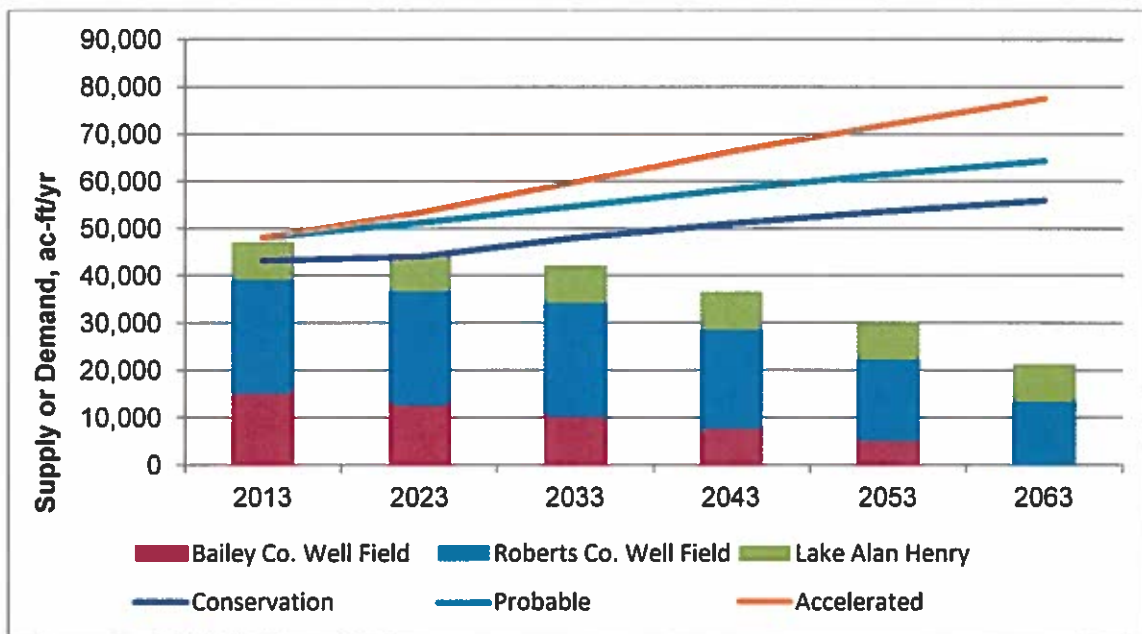
Points will be awarded based on the presence of watershed-based water resource management problems and needs for which water reclamation and reuse may provide a solution. Describe in detail the water resource management problems and needs in the area and explain how water reclamation and reuse may address those problems and needs. Additional consideration will be given to proposals that explain how the problems and needs in the area may be impacted by climate change, and/or if the feasibility study will include climate change information in the supply and demand projections used.

The City of Lubbock is located in West Texas in a semi-arid region with an average annual rainfall of about 19 inches per year. Lubbock currently relies on water supply from both surface water and groundwater sources. The City purchases water from the Canadian River Municipal Water Authority (CRMWA), who provides surface water from Lake Meredith (depending on availability) and groundwater from the Roberts County Well Field (Ogallala Aquifer). Lubbock also has its own supply of groundwater from the Bailey County Well Field, also in the Ogallala Aquifer. In addition, in 2012, the City completed construction of a project to pump water from Lake Alan Henry to a new water treatment plant located on the south side of the City. Lubbock also provides treated water to seven wholesale customers, including the City of Shallowater, Town of Ransom Canyon and Buffalo Springs.

Water management challenges in this area are significant. Water levels in the Ogallala, which also is the primary water supply for the surrounding agricultural community, have been declining for many years due to overpumping. During the most recent drought, water levels in Lake Meredith had fallen too low for CRMWA's member cities to continue using water from the reservoir. In addition, surface water rights within the Brazos River basin have been very contentious between users in the upper and lower portions of the basin. Maintaining or expanding existing critical habitat ranges for threatened and endangered species has also been a focus in this area. A portion of the North Fork downstream of Lubbock has been designated as critical habitat for the sharpnose shiner and smalleye shiner, which have recently been listed as protected species under the Endangered Species Act.

The rapid depletion of the Lake Meredith supply in 2010-2011 called attention to the impact that changing climate conditions may have on surface water supplies. While climate change has not explicitly been accounted for in the 2013 Strategic Water Supply Plan or the Regional Water Supply planning process overseen by the TWDB, both plans do account for the inherent uncertainty in the predictability of both supply and demand by identifying alternative water supply strategies that could be pursued if the recommended strategies are not sufficient to meet the changing needs. In addition, the regional water planning groups are required to identify new droughts of record, if such have occurred. This feasibility study will address climate change using a similar approach.

A projection of water supply demands and availability of existing supplies is shown in the figure below, using data from the 2013 Strategic Water Supply Plan. It is clear that there is need for additional supplies to meet future demands.



Development of a potable reuse project would clearly help to address these problems by maximizing the efficiency of the existing water supplies and deferring the need to develop additional groundwater and surface water resources.

Evaluation Criterion 2: Water Reclamation and Reuse Opportunities – 15 points

Points will be awarded based on the extent to which the proposal demonstrates that the Title XVI feasibility study will explore opportunities for water reclamation and reuse in the study area.

Through previous water supply planning activities, the City of Lubbock has identified three potential options for using highly treated wastewater effluent to augment potable water supplies in the future. These options include indirect potable reuse via discharge to surface water; indirect potable reuse via aquifer storage and recovery (ASR) and direct potable reuse. High-level (appraisal-level) evaluations of each option were performed in the 2013 Strategic Water Supply Plan. However, this plan did not perform detailed feasibility evaluations of the options and potential alternatives that might combine elements of each option into a strategy for reclaiming wastewater that provides the greatest overall benefit to the City. Because of the preliminary information that has been developed for each of these options, it is envisioned that the outcome of this feasibility study will be a very detailed conceptual plan and design for a recommended water reuse strategy that the City could begin implementing immediately.

(1) Describe how the feasibility study will investigate potential uses for reclaimed water (e.g., environmental restoration, fish and wildlife, groundwater recharge, municipal, domestic, industrial, agricultural, power generation, and recreation).

The use of reclaimed water for this study is augmentation of potable water supplies through surface water augmentation, groundwater recharge or direct potable reuse. All options will serve municipal, domestic and industrial users through augmentation of the potable water system. In addition, the surface water augmentation option may serve to enhance recreational and environmental uses of the surface water body.

(2) Describe the potential water market available to use any recycled water that might be produced upon completion of a Title XVI project, as well as methods to stimulate recycled water demand and methods to eliminate obstacles to the use of reclaimed water.

Because the focus of the study is on augmentation of potable water supplies, the market for reclaimed water will be determined by the demand for these potable supplies within Lubbock's service area. The projected demands are illustrated in the figure included in the discussion of Criterion 1. However, as mentioned earlier, the biggest challenge in marketing potable reuse is the public perception that the water may not be safe. This issue will be addressed through development of a public outreach plan, as described in Task 10 of the Technical Study Description.

(3) Describe the sources of water that will be investigated for potential reclamation, including impaired surface and ground waters.

The sources of water to be evaluated include treated effluent from the City's Southeast Water Reclamation Plant (SEWRP) and a new Northwest Water Reclamation Plant (NWWRP), scheduled to be in operation by 2018.

The SEWRP currently consists of two operating treatment facilities, Plants 3 and 4. Recent Plant 4 modifications completed in 2012 include a conversion of the conventional activated sludge process with aeration basins to biological nutrient removal (BNR) utilizing an Integrated Fixed-film Activated Sludge (IFAS) process. Effluent from the two plants is filtered through cloth media units and disinfected with an ultraviolet (UV) disinfection system prior to discharge or land application disposal. Currently only the Plant 4 effluent is of high enough quality to discharge to the North Fork Double Mountain Fork of the Brazos River (North Fork). In order for all of the City's effluent to meet stream discharge requirements, Plant 3 will need to be upgraded in a similar manner as Plant 4. The design of Plant 3 improvements is scheduled to begin in 2017. Improvements are estimated to be completed by 2021.

The new NWWRP will be a membrane bioreactor facility using closed loop biological reactors (CLBR) with vertical shaft aerators and membrane filters. Phosphorus removal will be performed through chemical addition and ultraviolet disinfection will be used. The NWWRP will produce high quality water that meets all receiving stream discharge requirements. The initial phase will have an annual average flow of 3 mgd; a second phase will expand to 6 mgd. This plant is scheduled to be operational in 2018.

Evaluation Criterion 3: Description of Potential Alternatives – 15 points

Points will be awarded based on the extent to which the proposal demonstrates that the Title XVI feasibility study will develop descriptions of water supply alternatives, including a proposed Title XVI project and other water supply alternatives.

Three strategies for potable water supply augmentation will be evaluated in this project. These include indirect potable reuse via surface water augmentation, indirect potable reuse via groundwater augmentation and direct potable reuse (DPR). The City has developed preliminary concepts for each strategy in its 2013 Strategic Water Supply Plan. These concepts will be used as a starting point for development of options to be evaluated in this feasibility study. In addition, the City is currently completing a more focused evaluation of aquifer storage and recovery and groundwater IPR that will be complete in spring 2015 and will provide a strong basis for development of the groundwater IPR option(s). Furthermore, the City's participation in the Texas Water Development Board DPR Resource Document project, scheduled to be finalized in March 2015, will directly inform the DPR option(s). Through this effort, the City collected 6 months of water quality data from its SEWRP, including data for all primary and secondary drinking water MCLs and a wide range of trace organic constituents. This data set will be extremely valuable in evaluating potential treatment strategies and defining follow-on piloting and testing needs.

(1) Describe the objectives all alternatives will be designed to meet. What other water supply alternatives will be investigated as part of the Title XVI feasibility study?

The primary objective of this study is to identify a strategy for augmentation of Lubbock's potable water supply with reclaimed water that is first and foremost protective of public health and the environment, and is reliable and sustainable, while minimizing the financial impact to the City. Evaluation of this objective will be determined through the following factors:

- Unit cost of water produced (in \$/acre-foot)
- Compliance with regulatory requirements and other guidelines related to protection of public health and the environment
- Ability of the alternative to defer the need to develop additional water supplies
- Reliability of the supply (e.g. drought-resistance)
- Project risk (e.g. permitting, junior water rights, public acceptance, etc.)
- Environmental impacts, including energy efficiency

A potable reuse option is assumed to be implemented in every water supply strategy alternative included in the 2013 Strategic Water Supply Plan. However, other water supply sources will also be needed to meet the projected growth in demands. The non-reuse strategies that will be evaluated for this study represent two non-reuse strategies identified in the Water Supply Plan that could either be deferred or eliminated if a potable reuse strategy is implemented.

1. Development of Phase 2 of surface water supply from Lake Alan Henry
2. Development of an additional transmission line from the Roberts County Well Field to the CRMWA aqueduct.

(2) Provide a general description of the proposed project that will be the subject of a Title XVI feasibility study.

The reuse options developed in the 2013 Strategic Water Supply Plan will be used as a starting point for development of a recommended potable reuse project. Six specific options were identified and include:

- 1) Surface Water IPR Options:
 - a) Discharge of reclaimed water from the SEWRP to the North Fork; diversion of this flow 2.7 miles downstream at County Road 7300 and pumping the water to the South WTP for treatment.
 - b) Discharge of reclaimed water from the SEWRP to the North Fork; diversion of this flow 67 miles downstream where it will be pumped directly to the Lake Alan Henry Pump Station and treated at the South WTP.
 - c) Extend existing effluent pipeline currently serving the Hancock Land Application Site to a tributary on the South Fork. Reclaimed water will flow into Lake Alan Henry and be diverted at the Lake Alan Henry Pump Station.
- 2) Groundwater IPR Option:
 - a) Reclaimed water will be treated and injected into the Ogallala Aquifer, recovered down gradient and transported to the North WTP for treatment.
- 3) Direct Potable Reuse (DPR) Options
 - a) Reclaimed water from the SEWRP will be treated and blended with other raw water supplies and pumped to the South WTP for further treatment.
 - b) Reclaimed water from the SEWRP will be treated and blended with other raw water supplies and pumped to the North WTP for further treatment.

The 2013 Strategic Water Supply Plan did not evaluate specific options for reusing effluent from the NWWRP. Options for reusing this future source will be considered in this feasibility study.

The detailed elements of the proposed project will be determined during the course of the feasibility study. However, the goal of the study is to define a potable reuse project that will use available reclaimed water from the City's SEWRP and/or NWWRP to augment the City's drinking water supply. As mentioned above, the evaluation will consider the relative benefits and challenges of implementing indirect potable reuse (surface water or groundwater augmentation) and direct potable reuse. The recommended project will be selected based on cost and non-cost factors and may include a combination of indirect and direct potable reuse strategies.

(3) Describe alternative measures or technologies for water reclamation, distribution, and reuse that will be investigated as part of the Title XVI feasibility study.

This evaluation will consider multiple treatment technologies that could be used to meet the water quality performance goals and other project priorities for each alternative.

Both water reclamation plants provide (or will provide) high quality filtered, secondary effluent with nutrient removal as feed water for any subsequent advanced treatment processes. For the DPR and groundwater IPR alternatives, one treatment option will include low pressure membranes followed by RO and ultraviolet radiation/advanced oxidation. This process has been approved by the TCEQ elsewhere in the state for DPR and in other states for groundwater IPR. Alternative advanced treatment processes to be considered include ozonation combined with biological activated contactors, granular activated carbon and nanofiltration. Selection of recommended processes will be evaluated based on ability to achieve water quality goals, unit cost of water produced, impact on the formation of disinfection byproducts, operational and energy requirements and resulting generation of treatment residuals.

With respect to disposal of concentrate from reverse osmosis treatment, previous studies and ongoing research by the Bureau of Reclamation, in addition to studies by the Texas Water Development Board, WaterReuse Research Foundation and others will be used to identify the most feasible strategies for further concentration and/or disposal of the concentrate.

Evaluation Criterion 4: Stretching Water Supplies – 15 points

Points will be awarded based on the extent to which the proposal demonstrates that the Title XVI feasibility study will address activities that will help to secure and stretch water supplies.

(1) Describe the potential for the project to reduce, postpone, or eliminate the development of new or expanded water supplies. Include description of any specific issues that will be investigated or information that will be developed as part of the Title XVI feasibility study.

Based on information from the 2013 Strategic Water Supply Plan, a potable reuse project would provide up to approximately 10,000 acre-feet per year of additional water supply for Lubbock. Implementation of a potable reuse project would allow the City to defer for 20 to 30 years projects that would divert additional water from Lake Alan Henry, develop other surface water supplies or expand the use of groundwater supplies. Deferral of additional surface water and groundwater withdrawals in this region is extremely critical to the sustainability of regional water supplies, as well as the economy. All of Lubbock's groundwater supplies are drawn from the Ogallala Aquifer, which in most areas has experienced significant declines in water levels over the last several decades due to over-pumping and slow recharge rates.

(2) Describe the potential for the project to reduce or eliminate the use of existing diversions from natural watercourses or withdrawals from aquifers. Include description of any specific issues that will be investigated or information that will be developed as part of the Title XVI feasibility study.

If the Title XVI project were implemented, it could result in the immediate reduction of diversions from Lake Alan Henry and/or existing groundwater supplies, particularly during non-drought conditions. As discussed above, the project would ultimately result in deferring the need to develop additional surface water and groundwater supplies. The feasibility study will evaluate the relative cost and non-cost benefits associated with strategies for meeting peak demands and annual water supply requirements that provide the greatest benefit to the City and the region with respect to conserving existing surface water and groundwater supplies.

(3) Describe the potential for the project to reduce the demand on existing Federal water supply facilities. Include description of any specific issues that will be investigated and information that will be developed as part of the Title XVI feasibility study.

Lake Meredith, created through the Canadian River Project, is a Bureau of Reclamation project. As discussed above, due to municipal and industrial demands on the lake and extended drought, the lake became unusable as a water supply in 2011. The proposed project would clearly help to reduce the demand on this supply. In addition, there is a US Army Corps of Engineers reservoir (Lake Whitney) located downstream of Lake Alan Henry in the Brazos River Basin. The proposed project could help to reduce the diversions from Lake Alan Henry and could allow more water to flow downstream to this federal project.

Evaluation Criterion 5: Environment and Water Quality – 15 points

Points will be awarded based on the extent to which the proposal demonstrates that the feasibility study will address the potential for a water reclamation and reuse project to improve surface, groundwater, or effluent discharge quality; restore or enhance habitat for non-listed species; or provide water or critical habitat for federally-listed threatened or endangered species.

(1) Describe the potential for the project to improve the quality of surface or groundwater, including description of any specific issues that will be investigated or information that will be developed as part of the Title XVI feasibility study.

For the potable reuse options that involve discharge to surface water or groundwater injection, the goal would be to treat the water to a level that would, at a minimum, not degrade the existing water quality and would meet all regulatory requirements for discharge or injection. Depending on the particular option, it is likely that the reclaimed water could significantly improve the quality of the receiving surface or groundwater. For example, if full reverse osmosis treatment is used for the groundwater IPR option, the low dissolved solids content of the water injected could serve to reduce the levels in the aquifer over time.

(2) Describe the potential for the project to improve flow conditions in a natural stream channel, including description of any specific issues that will be investigated or information that will be developed as part of the Title XVI feasibility study.

All of the surface water IPR options identified in the 2013 Strategic Water Supply Plan would result in increased flows in segments of the receiving streams and would provide recreational and aquatic life benefits.

(3) Describe the potential for the project to provide water or habitat for federally listed threatened or endangered species, including description of any specific issues that will be investigated or information that will be developed as part of the Title XVI feasibility study.

Three federally listed endangered species have the potential to occur within or migrate across the study area: the whooping crane, the sharpnose shiner, and the smalleye shiner. The proposed project should not impact the whooping crane which is a migrant through the area. In August 2014, the United States Fish and Wildlife Service designated several lengths of the Brazos River in the study area as critical habitat for the endangered shiner species.

If any of the potable reuse options were employed, this could eliminate the need to develop new surface water sources. One such source that has been discussed is construction of the Post Reservoir, which would impound a segment of the North Fork that is designated as critical habitat for the endangered shiner species. Construction of the Post Reservoir could impede migration and base flow conditions in that segment of the Brazos River, thereby potentially adversely impacting the critical habitat of the endangered shiner species. Implementing any of the potable reuse options would be beneficial to the endangered shiner species if the alternative to those options is the construction of the Post Reservoir.

Of the three surface water augmentation options, none should adversely impact threatened and endangered species. The only option that would take place in designated critical habitat for the endangered shiner species is the option where the reclaimed water would be diverted from the North Fork 67 miles downstream from the discharge site, to be pumped into Lake Alan Henry. While occurring in designated critical habitat, this option should not adversely impact shiner species. Conversely, since flows in the river segment would be augmented by the reclaimed water up to the diversion point, there is a potential beneficial impact to the shiner species if this option were employed. The diversion system for this option would be designed to not impact shiner species, or impede their movement in the river.

Evaluation Criterion 6: Legal and Institutional Requirements – 10 Points

Points will be awarded based on the extent to which the proposal demonstrates that the feasibility study will address legal or institutional requirements or barriers to implementing a project, including water rights issues and any unresolved issues associated with implementation of a water reclamation and reuse project.

Several legal and institutional issues will need to be addressed as part of this study.

Surface Water Rights: For the surface water IPR options, the City must have a water right permit to divert the reclaimed water downstream. The City currently has a water right (Water Use Permit 3985) that allows them to divert up to 10,089 ac-ft/yr at the County Road 7300 location. The City is currently pursuing amendment to this and other water rights to secure unfettered rights to all effluent generated by the City. Amended or new water rights permits would be needed to implement other surface water IPR options.

Groundwater Rights: For the groundwater IPR option, the City will need to acquire permits from the High Plains Underground Water Conservation District No. 1. In addition, this district will need to promulgate rules regarding ASR and groundwater injection. There may also be permitting obligations pursuant to Texas Water Code Section 11.154 depending upon regulatory characterization of the associated return flows.

Discharge Permits: Compliance with TPDES discharge permitting requirements must be maintained. If changes to quantity or location of the discharge or treatment processes is included as part of the recommended project, amended permits will be required.

Water Quality Requirements: Texas does not have any specific regulations that address potable reuse. Currently, potable reuse projects are addressed on a case-by-case basis at the TCEQ. The City would need to meet with the TCEQ to discuss the water quality goals and proposed treatment to ensure that the project could be supported and permitted by the TCEQ.

Concentrate Disposal: For options that require disposal of concentrate, disposal of these residuals will likely require some form of permitting, depending on the disposal option selected. Surface discharge, injection wells and evaporation ponds will all require permits from the TCEQ.

Other Regulatory Issues: Project alternatives will also consider permitting issues related to construction, such as Section 404 permitting, as well as property and easement acquisition requirements

Evaluation Criterion 7: Renewable Energy and Energy Efficiency – 10 points

Points will be awarded based on the extent to which the proposal demonstrates that the Title XVI feasibility study will address methods to incorporate the use of renewable energy or will otherwise address energy efficiency aspects of the water reclamation and reuse project being investigated.

As discussed in Task 6 of the Technical Study Description, a detailed evaluation of energy efficiency (e.g. comparison of advanced treatment processes such as reverse osmosis to less energy-intensive treatment processes) and the incorporation of renewable energy elements will be carried out as part of the project. Renewable elements that will be considered include the use of solar panels to power instrumentation, incorporation of wind energy or use of micro hydroelectric energy generation. In addition to the evaluation described in Task 6, if the project were implemented, there could be energy savings that result from deferring the need to deliver water from supplies further away from the City, such as Lake Alan Henry, the CRMWA supplies or the Bailey County Well Field. The study will also address these potential energy benefits.

Evaluation Criterion 8: Watershed Perspective – 10 points

Points will be awarded based on the extent to which the proposal demonstrates that the Title XVI feasibility study will address alternatives that promote and apply a regional or watershed perspective to water resource management.

Lubbock is located in the Llano Estacado Regional Water Planning Area, which includes 21 counties and is located in the upstream portion of four major river basins (Canadian, Red, Brazos and Colorado). The Ogallala Formation is the principal aquifer in the region and serves as all or part of the water source for the majority of water users. Lubbock is the largest City in the region and is one of four wholesale water providers. Because implementation of a potable reuse project would defer the need to use other surface water and groundwater resources, it would benefit not only the City itself, but wholesale customers of the City and other water users in the region that share these supplies. As the largest City in the region, Lubbock is leading by example to use its existing resources as efficiently as possible and seeks to influence others in the region to do the same.

2 Required Permits and Approvals

No permits or approvals are required to perform the feasibility study.

3 Funding Plan

Non-federal funds will be provided by the City of Lubbock. The cash portion of the contribution will be supplied from Capital Improvement Program funds.

Table 1: Summary of Non-Federal and Federal Funding Sources

Funding Sources	Funding Amount
Non-Federal Entities	
1. City of Lubbock	\$ 229,342
2.	
3.	
Non-Federal Subtotal:	\$ 229,342
Other Federal Entities	
1.	
2.	
3.	
Other Federal Subtotal:	
Requested Reclamation Funding	\$ 150,000
Total Project Funding	\$ 379,342

4 Letters of Commitment

Not Applicable.

5 Official Resolution

Will be forwarded within 30 days of application submittal.

6 Project Budget Proposal

6.1 SUMMARY

The total proposed project budget cost is \$379,342. The following sections describe details of the budget proposal.

6.2 BUDGET NARRATIVE

6.2.1 Salaries and Wages

One City employee will be involved in the project management of the City of Lubbock USBR. Malcolm Laing is projected to spend approximately 100 hours of time managing the project.

6.2.2 Fringe Benefits

The fringe benefits are fixed rates used for billing purposes.

6.2.3 Travel

The costs associated with travel are minimal and are not part of this proposal.

6.2.4 Equipment

The costs associated with equipment are minimal and are not part of this proposal.

6.2.5 Supplies/Materials

The costs associated with supplies/materials were determined on engineering estimates for reporting on the status of the project.

6.2.6 Contractual/Construction

Alan Plummer associates, Inc., will be contracted to provide consulting and engineering work for the project. A breakdown of all tasks to be completed and a detailed budget estimate of labor and rates for each task are provided.

6.2.7 Other

Not Applicable.

6.2.8 Reporting

The budget of the project manager, Malcolm Laing, also includes the costs associated with quarterly reports, a final report and the necessary financial reporting.

Table 2: Budget Proposal

Budget Item Description	Computation		Recipient Funding	Reclamation Funding	Total Cost
	\$/Unit and Unit	Quantity			
Salaries and Wages					
Malcolm Laing (Project Manager)	\$30.16/hr	100	\$ 3,016*		\$ 3,016
Employee 2					
Employee 3					
Fringe Benefits					
Malcolm Laing (Project Manager)	\$ 6.03/hr	100	\$ 603*		\$ 603
Part-Time Employees					
Travel					
Trip 1					
Trip 2					
Trip 3					
Equipment					
Item A					
Item B					
Item C					
Supplies/Materials					
Office Supplies					
Construction					
Contractual/Construction					
Alan Plummer Associates, Inc.			\$225,000	\$150,000	\$375,000
Item 2					
Other					
Final Reporting (Salaries)	\$30.16/hr	20	\$ 603*		\$ 603
Final Reporting (Fringe Benefits)	\$ 6.03/hr	20	\$ 120*		\$ 120
Total Direct Costs			\$229,342	\$150,000	\$379,342
Indirect Costs - __%					
Total Project Costs					\$379,342

*In-kind contribution, City of Lubbock

Table 3: Funding Sources Summary

Funding Sources	Total Cost by Source	% of Total Study Cost
Recipient Funding	\$229,342	60%
Reclamation Funding	\$150,000	40%
Other Federal Funding	\$0	0%
Totals	\$379,342	100%

City of Lubbock
USBR Title XVI Feasibility Study

Level 2 (Phase) No. and Description Level 3 (Task) No. and Description	Total Labor		Percent of Total Fee
	Hours	Fee (\$\$\$)	
Feasibility Study	1,339	\$ 222,398	100.0%
1 Preliminary Project Planning	40	\$ 6,080	2.7%
a Review/summarize previous reports	18	\$ 2,760	1.2%
b Summarize water/wastewater systems	8	\$ 1,120	0.5%
c Define need water water supply	6	\$ 1,080	0.5%
d Describe study area/develop map	8	\$ 1,120	0.5%
2 Water Reclamation/Reuse Opportunities	14	\$ 2,200	1.0%
a Describe uses	2	\$ 280	0.1%
b Describe need and market	2	\$ 280	0.1%
c Identify potential barriers	10	\$ 1,640	0.7%
3 Reclaimed Water Sources and Technology	34	\$ 5,156	2.3%
a Treatment capacities, flows	2	\$ 280	0.1%
b Treatment processes, design criteria	4	\$ 560	0.3%
c Summarize existing reclaimed water quality	20	\$ 3,196	1.4%
d Summarize current reclaimed water uses	6	\$ 840	0.4%
e Describe current technologies	2	\$ 280	0.1%
4 Water Supply Alternatives	313	\$ 51,082	23.0%
a Define water supply objectives	4	\$ 800	0.4%
b Define water quality performance targets	10	\$ 1,796	0.8%
c Perform screening-level evaluation (APAI/HDR)	25	\$ 4,016	1.8%
d Define non-reuse alternatives (HDR)	8	\$ 1,600	0.7%
e Define ASR reuse alternatives with treatment processes (HDR)	18	\$ 3,552	1.6%
f Define surface water IPR alternatives with treatment processes (APAI)	120	\$ 18,864	8.5%
g Define DPR alternatives with treatment processes (APAI)	120	\$ 18,864	8.5%
h Evaluate concentrate disposal options (HDR)	8	\$ 1,600	0.7%
5 Costs and Benefits	268	\$ 42,380	19.1%
a Life cycle costs- non-reuse alternatives (HDR)	12	\$ 2,400	1.1%
b Life cycle costs- ASR alternatives (HDR)	12	\$ 2,400	1.1%
c Life cycle costs- surface water IPR alternatives (APAI)	92	\$ 14,152	6.4%
d Life cycle costs- DPR alternatives (APAI)	92	\$ 14,152	6.4%
e Life cycle costs- concentrate disposal alternatives (HDR)	8	\$ 1,600	0.7%
f Prepare cost summary	8	\$ 1,120	0.5%
e Evaluate benefits	44	\$ 6,556	2.9%
6 Energy Evaluation	40	\$ 6,476	2.9%
a Evaluate energy requirements of each reuse alternative (APAI/HDR)	28	\$ 4,316	1.9%
b Evaluate potential energy savings measures (HDR)	6	\$ 1,080	0.5%
c Evaluate inclusion of renewable energy elements (HDR)	6	\$ 1,080	0.5%
7 Environmental Considerations	90	\$ 13,380	6.0%
a Describe potentially significant impacts and environmental effects	44	\$ 6,472	2.9%
b Describe other compliance measures or NEPA issues	20	\$ 3,112	1.4%
c Describe impacts to water supply and water quality	8	\$ 1,120	0.5%
d Describe potential impacts to historic properties	18	\$ 2,676	1.2%

City of Lubbock
USBR Title XVI Feasibility Study

Level 2 (Phase) No. and Description Level 3 (Task) No. and Description	Total Labor		Percent of Total Fee
	Hours	Fee (\$\$\$)	
Feasibility Study	1,339	\$ 222,398	100.0%
8 Legal and Institutional Requirements	35	\$ 5,280	2.4%
<i>a Define permitting requirements for each alternative</i>	17	\$ 2,500	1.1%
<i>b Identify water rights issues</i>	9	\$ 1,380	0.6%
<i>c Describe other legal/regulatory issues</i>	9	\$ 1,380	0.6%
9 Economic Analysis	22	\$ 3,320	1.5%
<i>a Describe study area, economic impacts</i>	16	\$ 2,240	1.0%
<i>b Prepare cost comparison (see Task 5f)</i>	0	\$ -	0.0%
<i>c Select preferred alternative</i>	6	\$ 1,080	0.5%
10 Public Outreach Plan	35	\$ 5,280	2.4%
<i>a Document available resources and tools</i>	9	\$ 1,380	0.6%
<i>b Provide recommended outreach strategies</i>	26	\$ 3,880	1.7%
11 Implementation and Funding Plan	73	\$ 12,164	5.5%
<i>a Define implementation steps</i>	21	\$ 3,456	1.6%
<i>b Define research needs</i>	12	\$ 2,076	0.9%
<i>c Develop implementation schedule</i>	33	\$ 5,532	2.5%
<i>d Define funding plan</i>	7	\$ 1,100	0.5%
12 Report	192	\$ 31,968	14.4%
<i>a Prepare draft report</i>	164	\$ 27,568	12.4%
<i>b Prepare final report</i>	28	\$ 4,400	2.0%
13 Meetings (includes preparation)	84	\$ 16,080	7.2%
<i>a Kickoff meeting</i>	28	\$ 5,360	2.4%
<i>b Screening evaluation meeting</i>	28	\$ 5,360	2.4%
<i>c Review of detailed alternatives meeting</i>	28	\$ 5,360	2.4%
PM ADMINISTRATIVE/QC TASKS	99	\$ 21,582	9.7%
<i>1 Project Management</i>	99	\$ 21,582	9.7%
TOTAL LABOR			
Total Labor Hours	1,339		
Total Labor Amount		\$ 222,398	100.0%
TOTAL EXPENSES			
Total Subconsultants		\$ 146,612	
Total Reimbursables		\$ 5,335	
Total Expenses		\$ 151,947	
GRAND TOTAL - Feasibility Study		\$ 374,345	



Regular City Council Meeting

5. 6.

Meeting Date: 03/26/2015

Information

Agenda Item

Ordinance 1st Reading - Public Works Traffic Engineering: Consider an ordinance amending Section 20.05.103 of the Code of Ordinances of the City of Lubbock, with regard to the establishment of school zones.

Item Summary

Section 20.05.103 of the Code of Ordinances is being revised to add one flashing school zone. The school zone is located on Joliet Drive near 63rd Drive for Jane Ann Miller Elementary School.

At the request of Lubbock Independent School District (ISD), Traffic Engineering conducted pedestrian counts at Miller Elementary School. The counts revealed that the number of students crossing the street met the criteria to install a flashing school zone.

Fiscal Impact

Equipment and materials for building the new school zones total approximately \$30,000. \$300,000 is allocated in Capital Improvement Project 92172, Traffic Signals/Controllers, with \$30,000 available for this purpose.

Staff/Board Recommending

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

Attachments

Ordinance - School Zones

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 20.05.103 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO THE ESTABLISHMENT OF SCHOOL ZONES AND SPEED LIMITS; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interests of the health, safety and welfare of the citizens of the City of Lubbock to make the following amendment to Section 20.05.103 of the Code of Ordinances of the City of Lubbock, Texas; NOW THEREFORE:

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

SECTION 1. THAT Section 20.05.103, Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 20.05.103 School zones speed limits.

A reduced school speed zone as indicated herein shall be in effect when the designated school speed limit beacon is flashing during school hours upon the streets or highways or portions thereof within the city limits shall be as follows:

Item	Lubbock Street Name (TxDOT Name)	Travel Direct.	School Zone Speed Limit Description	Speed	School Name
1	11th Place	East/ West	Beginning at a point 95 feet East of Liberty Avenue extending to a point 230 feet East of LaSalle Avenue	20	FISD Northridge Elementary
2	19th Street (US 62 / SH 114)	East/ West	Beginning at a point 145 feet West of Avenue U extending to a point 100 feet East of Avenue T	20	Lubbock High School
3	East 24th Street	East/ West	Beginning at a point 32 feet East of Oak Avenue extending to a point 677 feet West of Oak Avenue	20	LISD Project Intercept
4	30th Street	East/ West	Beginning at a point 214 feet East of Avenue N extending to a point 158 feet West of Avenue N	20	Bean Elementary
5	34th Street	East/ West	Beginning at a point 194 feet East of Avenue N extending to a point 251 feet West of Avenue N	20	Bean Elementary

Item	Lubbock Street Name (TxDOT Name)	Travel Direct.	School Zone Speed Limit Description	Speed	School Name
6	34th Street	East/ West	Beginning at a point 12 feet East of the North leg of Avenue X extending to a point 100 feet West of the South leg of Avenue X	20	Brown Elementary
7	34th Street	East/ West	Beginning at a point 214 feet East of Toledo Avenue extending to a point 200 feet West of Vicksburg Avenue	20	Coronado High School
8	43rd Street	East/ West	Beginning at a point 160 feet East of Milwaukee Avenue extending to a point 600 feet East of Milwaukee Avenue	20	FISD Westwind Elementary
9	50th Street	East/ West	Beginning at a point 320 feet West of Avenue P extending to a point 308 feet East of Avenue P	20	Hodges Elementary
10	50th Street	East/ West	Beginning at a point 146 feet East of Gary Avenue extending to a point 219 feet West of Gary Avenue	20	Monterey High School
11	58th Street	East/ West	Beginning at a point 198 feet East of Avenue U extending to a point 136 feet West of Avenue V	20	Bayless Elementary
12	58th Street	East/ West	Beginning at a point 169 feet East of Canton Avenue and extending to a point 158 feet West of Elgin Avenue	20	Parsons Elementary
13	58th Street	East/ West	Beginning at a point 85 feet West of 55th Drive extending to a point 209 feet East of Wayne Avenue	20	Williams Elementary
14	73 rd Street	East/ West	Beginning 200 feet East of Ironton Avenue extending to a point 200 feet West of Ironton Avenue	20	Heritage Middle School
15	78th St	East/ West	Beginning at a point 188 feet West of Flint Avenue extending to a point 200 feet East of Elgin Avenue	20	Waters Elementary
16	79th Street	East/ West	Beginning at a point 221 feet West of Hope Avenue extending to a point 165 feet East of Hope Avenue	20	FISD Crestview Elementary
17	108th Street	East/ West	Beginning at a point 350 feet West of Gary Avenue extending to a point 350 feet East of Gary Avenue	20	Lubbock-Cooper North Elementary

Item	Lubbock Street Name (TxDOT Name)	Travel Direct.	School Zone Speed Limit Description	Speed	School Name
18	Avenue L	North/ South	Beginning at a point 15 feet South of 29th Street extending to a point 50 feet North of 30th St	20	Bean Elementary
19	Avenue P	North/ South	Beginning at a point 211 feet South of 1st Street extending to a point 218 feet North of 1st Street	20	Guadalupe Elementary
20	Avenue P	North/ South	Beginning at a point 218 feet North of 79th Street extending to a point 58 feet North of 81st Street	20	Roberts Elementary
21	Avenue Q (US 84)	North/ South	Beginning at a point 210 feet North of 32nd Street extending to a point 135 feet South of 32nd Street	30	O.L. Slaton Middle School
22	Avenue T	North/ South	Beginning at a point 26 feet North of 20th Street extending to a point 40 feet South of 22nd Street	20	Dupree Elementary
23	Avenue U	North/ South	Beginning at a point 214 feet South of 2nd Street extending to a point 162 feet North of 2nd Street	20	Jackson Elementary
24	Avenue U	North/ South	Beginning at a point 90 feet North of 58th Street extending to a point 125 feet South of 53rd Street	20	Atkins Middle School
25	Avenue U	North/ South	Beginning at a point 115 feet South of 58th Street extending to a point 74 feet North of 62nd Street	20	Bayless Elementary
26	Boston Avenue	North/ South	Beginning at a point 161 feet North of 1st Street and extending to a point 135 feet North of 2nd Street	20	McWhorter Elementary
27	Broadway	East/ West	Beginning at a point 261 feet West of Avenue U and extending to a point 211 feet East of Avenue U	20	Ramirez Charter School
28	Chicago Avenue	North/ South	Beginning at a point 16 feet North of 16th Street extending to a point 16 feet South of 13th Street	20	Hardwick Elementary
29	Chicago Avenue	North/ South	Beginning at a point 93 feet North of 32nd Street and extending to a point 10 feet South of 29 th Drive	20	Bowie Elementary

Item	Lubbock Street Name (TxDOT Name)	Travel Direct.	School Zone Speed Limit Description	Speed	School Name
30	Chicago Avenue	North/ South	Beginning at a point 145 feet South of 48th Street extending to a point 143 feet North of 46 th Street	20	Wester Elementary
31	Chicago Avenue	North/ South	Beginning at a point 56 feet South of 87th Street extending to a point 59 feet North of 89 th Street	20	Smith Elementary
32	Elgin Avenue	North/ South	Beginning at a point 150 feet North of 41st Street extending to a point 155 feet South of 42nd Street	20	Wheelock Elementary
33	Elgin Avenue	North/ South	Beginning at a point 260 feet North of 58th Street extending to a point 156 feet South of 42nd Street	20	Parsons Elementary
34	Elgin Avenue	North/ South	Beginning at a point 103 feet South of 78th Street extending to a point 40 feet of 75th Street	20	Waters Elementary
35	Erskine Street	East/ West	Beginning at a point 19 feet West of North Hartford Avenue extending to a point 134 feet East of North Gary Avenue	20	Wolffarth Elementary
36	Flint Avenue	North/ South	Beginning at a point 135 feet South of 39th Street extending to a point 134 feet North of 43rd Street	20	Wheelock Elementary
37	Joliet Drive	North/ South	Beginning at a point 106 feet West of Louisville Drive extending to a point 68 feet Southwest of 68th Street	20	Miller Elementary
38	Dr. M. L. King, Jr., Boulevard*	North/ South	Beginning at a point 106 feet South of East Erskine Street extending to a point 213 feet South of East Emory Street	20	Estacado High School
39	Dr. M. L. King, Jr., Boulevard*	North/ South	Beginning at a point 220 feet South of East 29th Street extending to a point 230 feet North of East 29th Street	20	Ervin Elementary
40	Memphis Avenue	North/ South	Beginning at a point 135 feet North of 31st Street extending to a point 122 feet South of 28th Street	20	Overton Elementary
41	Memphis Avenue	North/ South	Beginning at a point 132 feet South of 46th Street extending to a point 242 feet North of 44th Street	20	Maedgen Elementary

Item	Lubbock Street Name (TxDOT Name)	Travel Direct.	School Zone Speed Limit Description	Speed	School Name
42	Memphis Avenue	North/South	Beginning at a point 115 feet North of 86th Street extending to a point 230 feet South of 86th Street	20	Honey Elementary
43	Parkway Drive (US 82)	East/West	Beginning at a point 560ft southwest of Zenith Ave extending 600ft to a point 115ft southwest of Walnut Ave.	30	Alderson Elementary
44	Quaker Avenue	North/South	Beginning at a point 213 feet North of 31st Street extending to a point 137 feet South of 31st Street	20	Smylie Wilson Middle School
45	Teak Avenue	North/South	Beginning at a point 200 feet North of East 29 th Street extending to a point 250 feet South of East 29 th Street	20	Ervin Elementary
46	Toledo Avenue	North/South	Beginning at a point 153 feet Northwest of 13th Street extending to a point 163 feet Southeast of 15th Street	20	Rush Elementary
47	North University Avenue	North/South	Beginning at a point 212 feet South of Auburn Street extending to a point 156 feet North of Baylor Street	20	Cavazos Middle School
48	North Utica Avenue	North/South	Beginning at a point 220 feet North of Kemper Street extending to a point 195 feet South of Kemper Street	20	Centennial Elementary
49	Utica Avenue	North/South	Beginning at a point 94 feet North of 45th Street extending to a point 200 feet South of 48th Street	20	Stewart Elementary
50	Utica Avenue	North/South	Beginning at a point 163 feet North of 56th Street extending to a point 30 feet North of 59th Street	20	Williams Elementary

SECTION 2. THAT should any paragraph, section, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 3. THAT violation of any provision of this Ordinance shall be a misdemeanor punishable by a fine not to exceed two hundred dollars (\$200.00).

SECTION 4. 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.

AND SO IT IS ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2015.

Passed by the City Council on second reading this _____ day of _____, 2015.

Glen C. Robertson, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



John C. Grace, Assistant City Attorney

S:\city\att\CCDOCS\2015SchoolZone_SpeedORD(final.2).doc



Regular City Council Meeting

5.7.

Meeting Date: 03/26/2015

Information

Agenda Item

Ordinance 1st Reading – Right-of-Way: Consider an ordinance abandoning and closing a portion of a 5-foot x 15-foot water line easement located on Lot 8, Cascada Professional Office Park, Lubbock County, Texas, 6102 82nd Street.

Item Summary

This ordinance abandons and closes the northern 9 feet of the 5-foot x 15-foot water line easement located on Lot 8, Cascada Professional Office Park Addition, Lubbock County, Texas. The easement is just west of Iola Avenue and south of 79th Street. The closure is due to new development in this area.

Public Works Engineering and all utility companies are in agreement with the easement closure.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - Cascada Office Park

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A PORTION OF THE UNDERGROUND WATER LINE EASEMENT LOCATED IN LOT 8, CASCADE PROFESSIONAL OFFICE PARK ADDITION, LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2015.

Passed by the City Council on second reading this _____ day of _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:



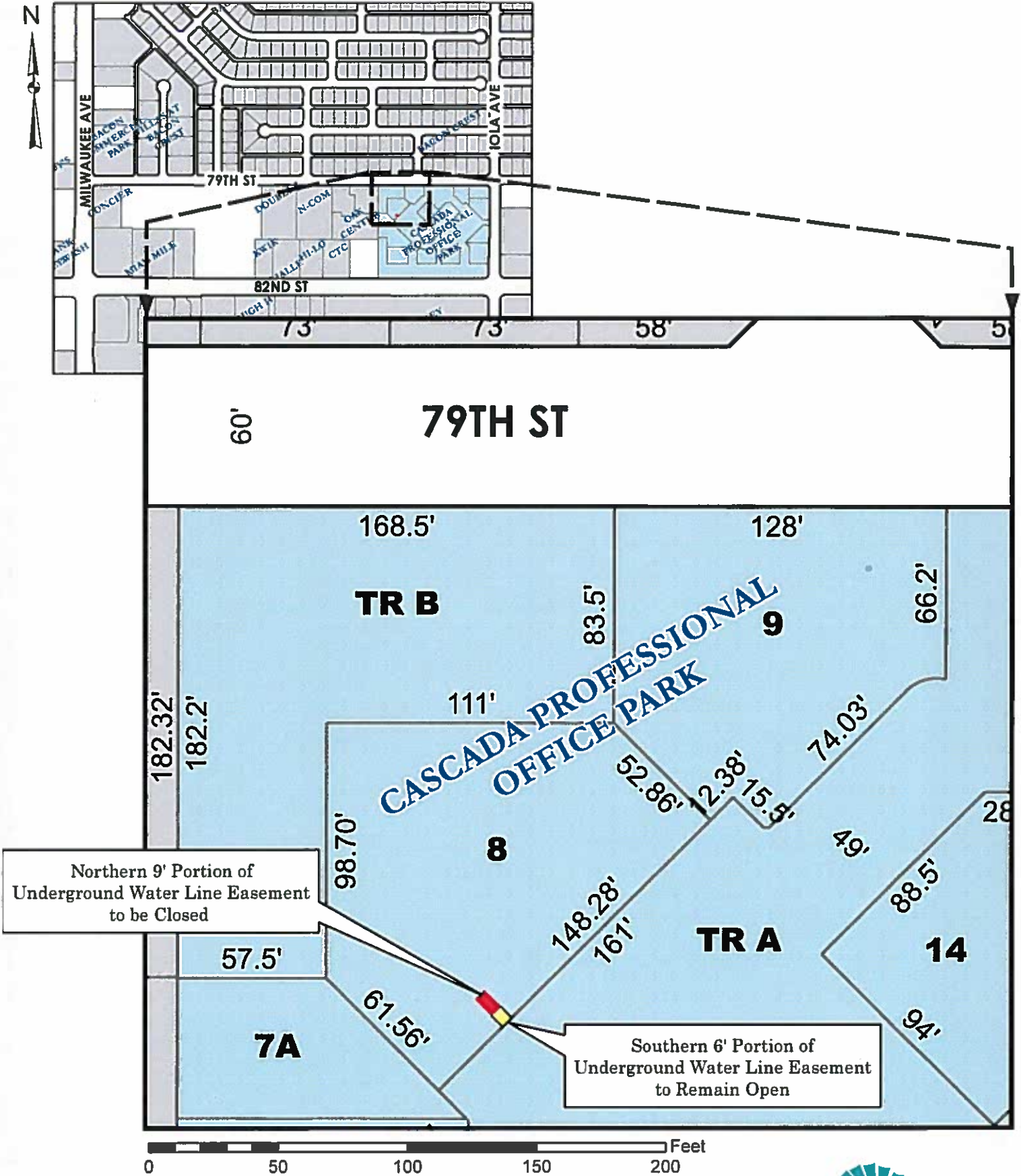
Chad Weaver, City Attorney

A&C-UWL Easement –Cascada Professional Office Park. ord
3.3.15

Exhibit “ A “

The northern 9' portion of the 5' by 15' underground water line easement located on Lot 8, Cascada Professional Office Park Addition to the City of Lubbock, Lubbock County, Texas according to the map, plat and/or dedication deed thereof recorded in the office of the County Clerk of Lubbock County, Texas, Instrument No: 2014033528

Proposed Closing of the Northern 9' Portion
of a 5' x 15' Underground Water Line Easement
Located in Lot 8, Cascada Professional Office Park Addition



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



Regular City Council Meeting

5. 8.

Meeting Date: 03/26/2015

Information

Agenda Item

Resolution - Facilities: Consider a resolution authorizing the Mayor to execute contract 12227 with Environmental Services Agency, L.L.C. for asbestos and mold consulting services for Citizens Tower (formerly known as the Omni Building) located at 1206 14th Street, RFQ 15-12227-MA.

Item Summary

This contract will provide asbestos and mold consulting services which will include project design and project management throughout the entire abatement process. This contract is to be awarded based off of a Request for Qualifications (RFQ).

The RFQ was to secure a contract for consultant services for asbestos and mold services. The asbestos consulting activities include: the designing of asbestos abatement projects; the survey for asbestos-containing building materials; the evaluation and selection of appropriate asbestos abatement methods and project layout; the preparation of plans, specifications and contract documents; the review of environmental controls and abatement procedures for personal protection that are to be employed every day of the asbestos abatement activity, from the start through the completion dates of the project; the design of air monitoring of the project; any survey, management planning, air monitoring, or project management, consultation regarding compliance with various regulations and standards; recommending abatement options.

Mold consulting services include an inspection, investigation, or a survey of a structure to provide the owner or occupant with information regarding the presence, identification, or evaluation of mold; the development of a mold management plan or mold remediation protocol; or the collection or analysis of a mold sample and a mold assessment report as defined by the Texas Department of Health, Mold Assessment and Remediation Rules.

Four firms submitted qualifications and the committee evaluated them using the following criteria: Project Team Organization and Qualifications (40%), Experience on Similar Projects (20%), Project Approach (30%) and Overall Responsiveness to RFQ (10%). The maximum point value is 500 points. After the RFQ's were evaluated, the following ranking was obtained:

Firm	Score
Environmental Services Agency of Lubbock, TX	440
Compliance Sampling and Analysis, Inc. of Lubbock, TX	318
Terracon of Lubbock, TX	281
Environmental Consultanst, Inc of Houston, TX	278

The evaluation committee evaluated the Evaluation committee recommends proceeding with contract negotiations with Environmental Service Agency of Lubbock, Texas with the highest RFQ rating of 440 points. The contract term is for one year. The term maybe altered by amendments. The contract amount is \$252,430 with a provision for additional charges if the initial scope of work is exceeded.

Fiscal Impact

Funding will be through Capital Improvement Project 92369, Municipal Facilities Replacements/Renovations.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution & Contract - ESA

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Professional Services Agreement, Contract No. 12227, with Environmental Services Agency (ESA) for professional asbestos and mold consulting services related to renovations to the Citizens Tower, said agreement to be for \$252,430.00 with a provision for additional charges if the initial scope of work is exceeded, as set forth in the attached Professional Services Agreement, which is incorporated herein.

Passed by the City Council this _____ 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Mark Yearwood
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

John C. Grace, Assistant City Attorney

S:\cityatt\CCDOCS\RES ESA PSA for Asbestos and Mold(Citizens Tower).2015.doc

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Agreement ("Agreement"), effective as of the 10th day of March 2015, is by and between City of Lubbock, Texas ("City"), a Texas home rule municipal corporation, and Environmental Services Agency ("ESA") 4601 50th St Ste 215 Lubbock Texas 79414

WITNESSETH

WHEREAS, The City is in need of asbestos and mold consulting services the abatement of the Citizens Tower located at 1208 14th St Lubbock, Texas

WHEREAS, ESA has a professional staff experienced and is qualified to provide professional consulting services related to the Project, and will provide the services, as defined below, for the price provided herein, said price stipulated by City and ESA to be a fair and reasonable price; and

WHEREAS, ESA has the materials, experience and skill required to provide the consulting services described above; and

NOW THEREFORE, for and in consideration of the terms, covenants and conditions set forth in this Agreement, the City and ESA hereby agree as follows:

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a term of one (1) year, as set forth in the receipt of the Notice to Proceed. The term may be altered by subsequent amendments of this Agreement, with the written and authorized consent of both parties.

ARTICLE II. SERVICES AND COMPENSATION

ESA shall perform the services described in Exhibit A with regard to the Project and payment shall be due and payable upon receipt in accordance with work provide. Payments due ESA under this Agreement shall be electronically transferred either by ACH, or wire transfer to the bank account and in accordance with the bank instructions identified in Consultant's most recent invoice in immediately available funds no later than the payment due date. Invoice number, project name and Contract Number shall be referenced in the bank wire reference fields or the ACH addenda information. In the event that such electronic funds transfer methods are not available to City, then payments due ESA under this Agreement shall be made by check and mailed to the Address identified in the remittance

instructions on ESA's most recent invoice. The Remittance Advice document shall be mailed with the check to the address.

ARTICLE III. TERMINATION

A. General. City may terminate this Agreement, for any reason or convenience, upon thirty (30) days written notice to ESA. In the event this Agreement is so terminated, the City shall only pay ESA for services actually performed by ESA up to the date ESA is deemed to have received notice of termination as provided herein.

B. Termination and Remedies. In the event ESA breaches any term and/or provision of this Agreement the City shall be entitled to exercise any right or remedy available to it by this Agreement, at law or equity, including without limitation, termination of this Agreement and assertion of action for damages and/or injunctive relief. The exercise of any right or remedy shall not preclude the concurrent or subsequent exercise of any other right or remedy and all other rights and remedies shall be cumulative.

ARTICLE IV. NON-ARBITRATION

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

ARTICLE V. REPRESENTATIONS AND WARRANTIES

A. Existence. ESA is a Limited Liability Company (L.L.C.) duly organized, validly existing, and in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

B. Authorization. Execution, delivery, and performance of this Agreement and the activities contemplated hereby have been duly and validly authorized by all the requisite Limited Liability Company (L.L.C.) action on the part of ESA. This Agreement constitutes legal, valid, and binding obligations of the ESA and is enforceable in accordance with the terms thereof.

C. Professional. ESA maintains a professional staff and employs, as needed, other qualified specialists experienced in providing the Services, and are familiar with all laws, rules, and regulations, both state and federal, including, without limitation the applicable laws, regarding the activities contemplated hereby.

D. Performance. ESA will and shall conduct all activities contemplated by this Agreement in accordance with the standard of care, skill and diligence normally provided by a professional person in performance of similar professional consulting services, and comply with all applicable laws, rules, and regulations, both state and federal, relating to professional consulting services, as contemplated hereby.

E. Use of Copyrighted Material. ESA warrants that any materials provided by ESA for use by City pursuant to this Agreement shall not contain any proprietary material owned by any other party that is protected under the Copyright Act or any other law, statute, rule, order, regulation or ordinance relating to the use or reproduction of materials. ESA shall be solely responsible for ensuring that any materials provided by ESA pursuant to this Agreement satisfy this requirement and ESA agrees to indemnify and hold City harmless from all liability or loss caused to City or by to which City is exposed on account of ESA's failure to perform this duty.

F. ESA warrants that it shall perform the Project in accordance with the standards of care and diligence normally practiced by recognized consulting firms in performing services of a similar nature. If, during the six month period following the earlier of completion or termination of the Project it is shown there is an error in the Project caused solely by ESA's failure to meet such standards, and City has promptly notified ESA in writing of any such error within that period, ESA shall perform, at ESA's cost, such corrective consulting services within the original Scope of Services as may be necessary to remedy such error.

ARTICLE VI. SCOPE OF WORK

ESA shall accomplish the following:

Professional Consulting Services related to the consulting services for Citizens Tower, as defined in Exhibit "A".

ARTICLE VII. INDEPENDENT CONSULTANT STATUS

ESA and City agree that ESA shall perform the duties under this Agreement as an independent consultant and shall be considered as independent consultant under this Agreement and/or in its activities hereunder for all purposes. ESA has the sole discretion to determine the manner in which the services are to be performed. During the performance of the Project under this Agreement, ESA and ESA's employees and/or sub-consultants, will not be considered, for any purpose, employees or agents of the City within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

ARTICLE VIII. INSURANCE

ESA 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 City, carried with an insurance company authorized to transact business in the state of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein as described in Exhibit B.

ESA shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or sub-consultant of ESA to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability and automobile liability coverage for non-owned and hired vehicles with insurance carriers admitted to do business in the state of Texas. Except for Professional Liability, the policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability:
Combined Single Limit: \$1,000,000

Professional Liability:

Combined Single Limit: \$1,000,000

Automobile Liability:

Combined Single Limit for any auto: \$500,000 Per Occurrence

ESA shall further cause any approved subcontractor or sub-consultant to procure and carry, during the term of this Agreement, Professional Liability coverage, as specified above for ESA, protecting City against direct losses caused by the professional negligence of the approved subcontractor or sub-consultant.

The City shall be named as additional insured with respect to the the Automobile Liability and Commercial General Liability on a primary and non contributory basis and shall be granted a waiver of subrogation under those policies. ESA shall provide a Certificate of Insurance to the City as evidence of coverage. The Certificate shall provide 30 days notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy will be included in the Certificate. Copies of all endorsements are required.

ESA shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, ESA shall maintain said coverage throughout the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that ESA maintains said coverage. ESA may maintain Occupational Accident and Disability Insurance in lieu of Worker's Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

If at any time during the life of the Agreement or any extension hereof, ESA fails to maintain the required insurance in full force and effect, ESA shall be in breach hereof and all work under the Agreement shall be discontinued immediately.

**ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING
OF CONSULTANTS**

ESA may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "Sub-consultant"), to perform certain duties of ESA provided that City approves the retaining of Sub-consultants. ESA is at all times responsible to City to perform the Project as provided in this Agreement and ESA is in no event relieved of any obligation under this Contract upon retainage of any approved Sub-consultant. Any agent and/or Sub-consultant retained and/or employed by ESA shall be required to carry, for the protection and benefit of the City and ESA and naming said third parties as additional insureds, insurance as described above in this Agreement.

ARTICLE X. CONFIDENTIALITY

ESA shall retain all information received from or concerning the City and the City's business in strictest confidence and shall not reveal such information to third parties without prior written consent of the City, unless otherwise required by law.

ARTICLE XI. INDEMNITY

ESA SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF LUBBOCK AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, RELATED TO OR OCCASIONED BY, THE NEGLIGENT ACTS OF ESA, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS CONTRACT AND/OR THE USE OF OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OF TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

ESA shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations relating, in any way, manner or form, to the activities under this Agreement, and any amendments thereto.

ARTICLE XIII. NOTICE

A. General. Whenever notice from ESA to City or City to ESA is required or permitted by this Agreement and no other method of notice is provided, such notice shall be given by (1) actual delivery of the written notice to the other party by hand (in which case such notice shall be effective upon delivery); (2) facsimile (in which case such notice shall be effective upon delivery); or (3) by depositing the written notice in the United States mail, properly addressed to the other party at the address provided in this article, registered or certified mail, return receipt requested, in which case such notice shall be effective on the third business day after such notice is so deposited.

B. ESA 's Address. ESA 's address and numbers for the purposes of notice are:

Environmental Services Agency
Attn: Terry L Adams
4601 50th Ste 215
Lubbock, TX 79414
Telephone: (806) 368-8731
Facsimile: (806) 300-0373

C. City's Address. The City's address and numbers for the purposes of notice are:

City of Lubbock
Attn: Wesley D. Everett – Director Facilities Management
P. O. Box 2000
1625 13th Street
Lubbock, TX 79457
Telephone: (806) 775 – 2275
Facsimile: n/a

D. Change of Address. Either party may change its address or numbers for purposes of notice by giving written notice to the other party as provided herein, referring specifically to this Agreement, and setting forth such new address or numbers. The address or numbers shall become effective on the 15th day after such notice is effective.

ARTICLE XIV. CITY-PROVIDED DATA

City shall furnish ESA any available data in the possession of the City pertinent to ESA's Services, so long as City is entitled to rely on such data for the performance of ESA's Services under this Agreement (the "Provided Data"). ESA shall be entitled to use and rely, so long as such reliance is reasonable, upon all such Provided Data.

ARTICLE XV. MISCELLANEOUS

A. Captions. The captions for the articles and sections in this Agreement are inserted in this Agreement strictly for the parties' convenience in identifying the provisions to this Agreement and shall not be given any effect in construing this Agreement.

B. Audit. ESA shall provide access to its books and records to the City. The City may audit, at its expense and during normal business hours, ESA's books and records with respect to this Agreement between ESA and City.

C. Records. ESA shall maintain records that are necessary to substantiate the services provided by ESA.

D. Assignability. ESA may not assign this Agreement without the prior written approval of the City.

E. Successor and Assigns. This Agreement binds and inures to the benefit of the City and ESA, and in the case of City, its respective successors, legal representatives, and assigns, and in the case of ESA, its permitted successors and assigns.

F. Construction and Venue. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT IS PERFORMABLE IN LUBBOCK COUNTY, TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF COMPETENT JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

G. Severability. If any provision of this Agreement is ever held to be invalid or ineffective by any court of competent jurisdiction with respect to any person or circumstances, the remainder of this Agreement and the application of such provision to persons and/or circumstances other than those with respect to which it is held invalid or ineffective shall not be affected thereby.

H. Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless such amendment, modification, or alteration is in writing, dated subsequent to this Agreement, and duly authorized and executed by ESA and City.

I. Entire Agreement. This Contract, including Exhibits "A" and "B", attached hereto, contains the entire Agreement between the City and ESA, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

J. No Joint Enterprise. Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between ESA and the City.

K. Documents Owned by City. Any and all documents, drawings and specifications prepared by ESA as part of the Project hereunder, shall become the property of the City when ESA has been compensated as set forth in Article II, above. ESA shall make copies of any and all work products for its files.

L. Notice of Waiver. A waiver by either City or ESA of a breach of this Agreement must be in writing to be effective. In the event either party shall execute and deliver such waiver, such waiver shall not affect the waiving party's rights with respect to any other or subsequent breach.

M. Third Party Activities. Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than City and ESA.

N. Extent of Responsibility. ESA does not guarantee that proposals, bids or actual project costs will not vary from ESA's opinions of probable cost or that actual schedules will not vary from ESA's projected schedules. ESA shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to ESA, to fulfill contractual responsibilities to the Client or to comply with federal, state, or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to ESA in Exhibit A, Scope of Services.

O. Unforeseen Circumstances. Except for Client's obligation to make payments, neither party shall be in default hereunder to the extent such default is caused by a cause or circumstance beyond such party's reasonable control. Professional Consultant shall be entitled to an equitable adjustment in schedule and compensation in the event such circumstances occur.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

GLEN C. ROBERTSON, MAYOR

ATTEST:

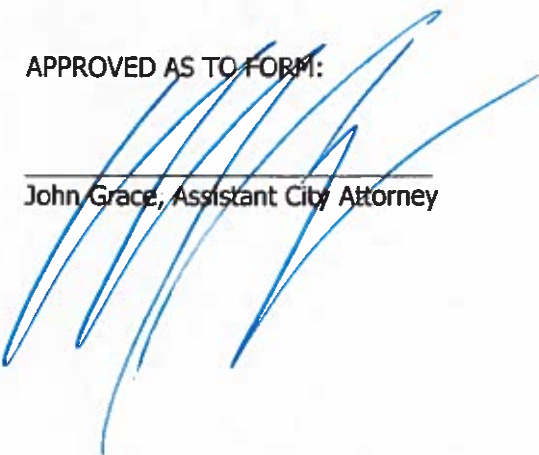
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:




Wesley D. Everett

APPROVED AS TO FORM:



John Grace, Assistant City Attorney

Environmental Services Agency

By: 

Name: Tina Sanders, President

EXHIBIT A

ENVIRONMENTAL SERVICES AGENCY, L.L.C.
P.O. BOX 94182
LUBBOCK, TEXAS 79493

ASBESTOS AND MOLD ABATEMENT CONSULTING SERVICES CONTRACT

CLIENT:
WES EVERETT
CITY OF LUBBOCK
LUBBOCK, TEXAS 79401

SCOPE OF SERVICES: Environmental Services Agency, L.L.C. (hereinafter ESA) will provide asbestos consulting services as described in this paragraph and in compliance with the attached "Terms of Agreement." Scope of Work includes only those items specifically identified herein.

1. Abatement project design with written specifications and floor plans setting performance requirements for remediation of asbestos containing materials and mold contaminated materials in support of renovation at Citizen's Tower located at 14th and Ave K in Lubbock, Texas.. Includes conducting pre-bid meeting(s) and attending bid opening and evaluation meetings with designated COL staff.
2. Provide project management and air monitoring services for duration of abatement project by contractor chosen by COL. Project management rate shall be based on a standard eight (8) hour work day. Project manager shall be on site at all times removal work is being conducted by contractor. Hours in excess of eight (8) hour days, weekends and holidays shall be charged at the rate of one and one-half (1.5) times the daily rate provided.
3. Attendance by Consultant of progress and other meetings deemed appropriate or necessary to the success of the project by Consultant or COL.
4. Review of pre and post job submittals, progress and final pay applications, and requests for information or clarification submitted by contractor during the course of the project and upon substantial completion and timely submittal of required documents.
5. Services for this project are to be billed as accrued monthly. Total Project shall have a not to exceed amount as indicated under "FEE." Not to exceed dollar figure shall include items 1 through 4 above. Change orders, or items not listed in 1 through 4 above shall not be included in the not to exceed amount except by mutual agreement of the City of Lubbock and Environmental Services Agency.

FEE: ESA proposes to provide asbestos and mold consulting services for a fee of:

Item 1 in SCOPE OF SERVICES	\$4,550.00 for project design.
Item 2 in SCOPE OF SERVICES	\$560.00 per day per PM.
Item 3 in SCOPE OF SERVICES	\$100.00 per hour per meeting.
Item 4 in SCOPE OF SERVICES	\$70.00 per individual submittal.
Item 5 in SCOPE OF SERVICES	\$252,430.00

ADDITIONAL CHARGES: Services or samples required in excess of those included in the above SCOPE OF SERVICES shall be billed out at the rates shown below. Labor in excess of those stated above shall be billed at the following rates.

Consultant	\$100.00 per hour
Asbestos Technician	\$65.00 per hour
PCM Samples	\$18.00 per additional sample plus fee.
TEM (AHERA clearance) five sample set	\$600.00 per set plus fee.

Sales tax is not included in the fee or additional charges, if applicable.

EXHIBIT B

Contract 11454



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/21/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CECIL-DUNN INSURANCE AGENCY P. O. BOX 3870 4120 AVENUE Q LUBBOCK TX 79452-		CONTACT NAME: Jim Zachary PHONE (A/C No. Ext.): (806) 747-3404 FAX (A/C No.): (806) 747-1927 E-MAIL ADDRESS: jimzachary@cecildunninsurance.com																						
INSURED Environmental Services Agency, LLC PO Box 94182 Lubbock TX 79493-		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Rockhill Ins. Co/Myron Steves</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td>Service Lloyds Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Rockhill Ins. Co/Myron Steves		INSURER B:	Service Lloyds Insurance Co.		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
INSURER A:	Rockhill Ins. Co/Myron Steves																							
INSURER B:	Service Lloyds Insurance Co.																							
INSURER C:																								
INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

DISB LTR	TYPE OF INSURANCE	ADOL INSB	SUBR WSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractors Pollution GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	RPRGE007207-02	11/16/2014	11/16/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	RPRGE007207-02	11/16/2014	11/16/2015	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB \$ EXCESS LIAB \$ OCCUR \$ CLAIMS-MADE \$ DED \$ RETENTION \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N		Y	SRZA27083-14	12/01/2014	12/01/2015	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			RPRGE007207-02	10/16/2014	10/16/2015	Each location 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is shown as Additional Insured on the General Liability and Business Auto policy. A Waiver of Subrogation applies in favor of the certificate holder for the Workers Comp, General liability, and Auto policies.

CERTIFICATE HOLDER

() - () -

City of Lubbock
 Attn: Geneva Ortiz
 PO Box 2000
 Lubbock TX 79457-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, effected prior to the date your operations for that person or organization commenced, that such person or organization be added as an additional insured on your policy.</p>	<p>In respect to any location where the named insured is performing "your work".</p>
<p>Information required to complete this Schedule, if not shown, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
TRANSPORTATION POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

Name of Person or Organization:

Any person or organization that is:

1. An owner of real or personal property on which you are performing operations, but only at the specific written request by that person or organization to you, and only if:
 - a. That request is made prior to the date your operations for that person or organization commenced; and
 - b. A Certificate of Insurance evidencing that request has been issued by your authorized insurance agent or broker, or
2. A contractor on whose behalf you are performing operations, but only at the specific written request by that person or organization to you, and only if:
 - a. That request is made prior to the date your operations for that person or organization commenced; and
 - b. A Certificate of Insurance evidencing that request has been issued by your authorized insurance agent or broker.

WAIVER OF SUBROGATION – If required by written contract or agreement, we waive any right of recovery we may have against any entity that is an additional insured shown in the Schedule above per the terms of this endorsement because of payments we make for injury or damage arising out of "your work" performed under a contract with that person or organization.

All other terms and conditions remain unchanged.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver

Name of person or organization

(x) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations.

3. Premium

The premium charge for this endorsement shall be _____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

•

• 4. Advance Premium

Notes.

- 1 Use this endorsement to effect a waiver of recovery from others in accordance with Rule II, Section G, of the Texas Workers' Compensation Manual.
- 2 If blanket waiver of recovery from others is written the following wording should be inserted following Operations in schedule: All Texas Operations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO & NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Insurance is provided only with respect to those coverages for which a specific premium charge is shown:

Coverage	Limit	Additional Premium
Non-Ownership Liability	\$2,000,000.00	\$ Included
Hired Auto Liability	\$1,000,000.00	\$ Included

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. HIRED AUTO LIABILITY

The insurance provided under COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section 1 – Coverages) applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

B. NON-OWNED AUTO LIABILITY

The insurance provided under COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section 1 – Coverages) applies to "bodily injury" or "property damage" arising out of the use of a "non-owned auto" by any person other than you in the course of your business.

C. With respect to the insurance provided by this endorsement:

1. Subparagraphs b., c., e., g., h., j., k., l., m. and n. of paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section 1 – Coverages) do not apply.

2. The following exclusions are added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section 1 – Coverages):

This insurance does not apply to:

- a. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

b. "Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay the damages because of the injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) "Bodily Injury" to domestic "employees" not entitled to workers compensation benefits.

- c. "Property damage" to:
 - (1) Property owned or being transported by, or rented or loaned to the insured; or
 - (2) Property in the care, custody or control of the insured.
- D. For the purposes of this endorsement only, WHO IS AN INSURED (Section II) is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

 - 1. You.
 - 2. Any other person using a "hired auto" with your permission.
 - 3. With respect to a "non-owned auto", any partner or "executive officer" of yours, but only while such "non-owned auto" is being used in your business.
 - 4. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under paragraphs 1., 2. or 3. above.

None of the following is an insured:

 - 1. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-employee of such person injured in the course of employment;
 - 2. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
 - 3. Any person while employed in or otherwise engaged in performing duties related to the conduct of an "auto business", other than an "auto business" you operate;
 - 4. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee;
- 5. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.
- E. For the purposes of this endorsement only, the definition of "insured contract" in the DEFINITIONS Section is amended by the addition of the following:
 - 6. "Insured contract" means:
 - g. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".
- F. For the purposes of this endorsement only, the following definitions are added to the DEFINITIONS Section:
 - 1. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
 - 2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", your partners or your "executive officers", or members of their households.
 - 3. "Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners or your "executive officers", or member of their households, but only while used in your business or your personal affairs.



Regular City Council Meeting

5. 9.

Meeting Date: 03/26/2015

Information

Agenda Item

Resolution - Solid Waste: Consider a resolution authorizing the Mayor to execute contract 12155 with NetConnection, LLC, for the litter fence and additional netting panels at the West Texas Region Disposal Facility, ITB 15-12155-PD.

Item Summary

The Texas Commission on Environmental Quality (TCEQ) requires that a landfill control windblown waste and litter as per 30 TAC 330.139(1). In addition, the TCEQ requires that scattered waste and litter be picked up daily when a landfill is open as per 30 TAC 330.139(2). Due to the high winds in our area, windblown litter does have the potential to leave the facility property. In an effort to reduce the amount of litter leaving the facility property, a litter barrier fence is being constructed that is 30 feet tall, with 5 feet 3 inch outriggers, and steel poles treated with an anti-corrosive finish. The construction of this fence will add a total 1, 250 feet of fencing along the perimeter of the active disposal area.

The following bids were received:

Contractor	Base Bid	Additive Alternates	Bid Amount
NetConnection, LLC of Birmingham, AL	88,557	33,780	\$ 122,337
Cross Country Cowboy, Inc. of Hammonton, NJ	118,100	39,212.50	157,312.50

This contract includes one alternate, additive bid for an additional 250 linear feet of fencing. In addition, the contract includes netting panels and hardware, materials only, for landfill staff to continue replacing netting that is original to the fencing and is now in need of replacement. The additional netting panels will also be used to replace panels that are damaged and cannot be repaired as a result of high wind events.

Time for completion is 30 days, and liquidated damages are \$25.00 per day.

Fiscal Impact

Funds in the amount of \$122,337 are appropriated in the Adopted FY 2014-15 Solid Waste Disposal (5515) Operating Budget for this purchase.

Staff/Board Recommending

Scott Snider, Assistant City Manager

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. 12155 for the installation of the litter fence and additional netting panels at the West Texas Region Disposal Facility (WTRDF) – Phase 6, as per ITB 15-12155-PD, by and between the City of Lubbock and Net Connection, LLC, of Birmingham, Alabama, 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 this ____ day of _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Scott Snider, Assistant City Manager

APPROVED AS TO FORM:



Laura Pratt, Assistant City Attorney

Resolution - Net Connection Litter Fence at WTRDF 2.12.15
2.12.15

**BID SUBMITTAL FORM
UNIT PRICE BID CONTRACT**

DATE: Feb. 2, 2015

ITB 15-12155-PD – Installation of Litter Fence and Additional Netting Panels at West Texas Region Disposal Facility (WTRDF) – Phase 6

Bid of Net Connection, LLC (hereinafter called Bidder)


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

Ladies and Gentlemen:

The Bidder, in compliance with your Invitation to Bid for the construction of **Installation of Litter Fence and Additional Netting Panels at West Texas Region Disposal Facility (WTRDF) – Phase 6**, having carefully examined the plans, specifications, instructions to bidders, notice to bidders and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below.

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

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY (+/-)	UNIT OF MEASURE	UNIT PRICE	EXTENDED AMOUNT
1	Provide all labor, equipment, and materials to construct a new litter fence netting system at the West Texas Region Disposal Facility at Abernathy, TX. The litter fence will be a total of 1,000 LF y 30' high constructed on steel poles. The new netting system must match the existing netting system <u>exactly</u> in order to maintain the integrity of the original design scheme, per specifications.	1,000	LF	\$88.557	\$88,557 ⁰⁰
Additive Alternates:					
2	Pricing for additional 250 LF of netting system and installation as specified above.	250	LF	\$ 83.98	\$ 20,995 ⁰⁰
3	Pricing for additional 50 ft wide x 30 ft tall panels of netting only, per specifications (to be installed by City staff as needed to repair existing fencing).	15	EA	\$ 757 ⁰⁰	\$ 11,355 ⁰⁰
4	Pricing for additional snaps per specifications	2,000	EA	\$.715	\$ 1,430 ⁰⁰
TOTAL BASE BID (ITEMS 1 -4)					\$122,337⁰⁰


 Bidder's Initials

Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the project within **30 WORKING DAYS** thereafter as stipulated in the specifications and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages the sum of **\$ 25** for each consecutive calendar day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.


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

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

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

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

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



Bidder's Initials

Enclosed with this bid is a Cashier's Check or Certified Check for _____ Dollars (\$ _____) or a Bid Bond in the sum of UP to ten thousand Dollars (\$ 10,000⁰⁰), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the bid is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within ten (10) business days after the date of receipt of written notification of acceptance of said bid; otherwise, said check or bond shall be returned to the undersigned upon demand.

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

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

Date: Feb. 2, 2015


 Authorized Signature
Robert Watson
 (Printed or Typed Name)

Net Connection, LLC
 Company
2637-A Queenstown Rd.
 Address
Birmingham, Jefferson
 City, County
AL, 35210
 State Zip Code
 Telephone: 205 - 838-2995
 Fax: 205 - 838-2997

(Seal if Bidder is a Corporation)

ATTEST:

Mikki Hauman
 Secretary

Bidder acknowledges receipt of the following addenda:

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

FEDERAL TAX ID or SOCIAL SECURITY No.
20-2934149

EMAIL: bob@netconninc.com

M/WBE Firm:

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



Regular City Council Meeting

5. 10.

Meeting Date: 03/26/2015

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute a purchase order contract 31022649 to Gene Messer for three mid-size sport utility vehicles, ITB 15-12182-SS.

Item Summary

The following purchase order contract is for three mid size sport utility vehicles. These 4-door, 4x4 SUVs will be used by three sections of the Water Department: one for the Water Administration section; one for Water Conservation & Education; and one for use by Water Reservoir. Two of these vehicles will replace a 2006 and 2002 year model with repair costs totaling about \$5,000 respectively, with approximately 100,000 miles. The vehicle for Water Conservation will be used by an inspector for customer service, backflow and irrigation inspections of commercial buildings. The vehicle for Water Administration is for use by one of the City's Safety Investigators. The new vehicle for the Water Reservoir section will be used by the lab personnel for obtaining samples for water testing and process control.

Staff recommends bid award to the lowest bidder meeting specifications, or such alternate action as the City Council may deem appropriate.

Gene Messer, Lubbock, Texas, \$76,653

A bid tabulation is provided.

Fiscal Impact

These vehicles will be cash funded through the vehicle replacement Project 92398 in the Water Fund.

Staff/Board Recommending

Scott Snider, Assistant City Manager
L. Wood Franklin, P.E., Director of Public Works

Attachments

Resolution & Purchase Order - Gene Messer Chevrolet

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. 31022649 for the purchase of three mid-size sport utility vehicles for fleet services, by and between the City of Lubbock and Gene Messer Chevrolet, of Lubbock, Texas, and related documents. Said Purchase Order is attached hereto and incorporated into this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

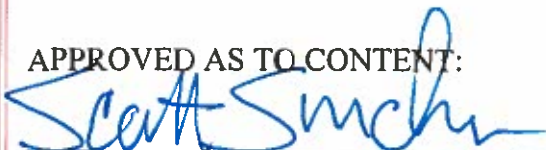
Passed by the City Council on this ____ day of _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Scott Snider, Assistant City Manager

APPROVED AS TO FORM:



Laura Pratt, Assistant City Attorney

Resolution - Gene Messer Chevrolet midsize vehicles PO 31022649
3.11.15




PURCHASE ORDER

Page - 1
Date - 03/11/2015
Order Number 31022649 000 OP
Branch/Plant 3526

TO: GENE MESSER CHEVROLET
1302 S.LOOP 289
LUBBOCK Texas 79412

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
204 MUNICIPAL DRIVE
LUBBOCK Texas 79404

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457
BY: 
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 03/11/2015 Freight
Requested 07/03/2015 Taken By S SUMMERS
Delivery PER M PENA REQ #44966 ITB 15-12182-SS

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Mid-size SUV,4x4	3.000	25,551.0000	EA	76,653.00	07/03/2015
SPEC: 1610 CC6111					
				Total Order	
Terms NET 10 EOM				76,653.00	

This purchase order encumbers funds in the amount of \$76,653 awarded to Gene Messer Chevrolet of Lubbock, TX on March 26, 2015. The following is incorporated into and made part of this purchase order by reference: ITB 15-12182-SS dated February 11, 2015 from Gene Messer Chevrolet of Lubbock, TX. Resolution # _____.

CITY OF LUBBOCK

ATTEST:

Glen C. Robertson, Mayor

Rebecca Garza, City Secretary

**Bid Form
Mid-Size and Full Size SUVs
City of Lubbock, TX
ITB 15-12182-SS**

ORIGINAL

In compliance with the Invitation to Bid 15-12182-SS, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, alterations of form, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid 15-12182-SS is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
1.	3	Each	Mid-Size, Sport Utility Vehicle, 4-Door, 4x4, 6-Cylinder, per Specification No. 1610	\$25551	\$76653	60 90
Model Year, Brand Name and Model Number:						
-2-	-1-	-Each-	Full-Size, 4-Door, Sport Utility Vehicle, per Specification No. 1624	\$33314	\$33314	60 90
Model Year, Brand Name and Model Number:						

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

Total: \$76,653

**ARO - After Receipt of Order

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

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0%, net 30 calendar days. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

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

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



Regular City Council Meeting

5. 11.

Meeting Date: 03/26/2015

Information

Agenda Item

Resolution - Community Development: Consider a resolution of support for a proposed development Mahon Villas Associates, LP to apply to the Texas Department of Housing and Community Affairs (TDHCA) for funding for an affordable rental housing development to be located at 1913 Baylor Street, Lubbock, TX 79415 and named Mahon Villas Apartments.

Item Summary

The applicant has submitted an application to TDHCA for 2015 Competitive 9% Housing Tax Credits (HTC) and HOME funds for the proposed development. The HTC program is funded by the U.S. Treasury Department and is overseen by the Internal Revenue Service. Federal regulations guiding the program can be found in IRC Code Section 42. TDHCA administers the program for the State of Texas. The HTC program was designed to provide a source of equity financing for the development of affordable multi-family housing. The goal is to maximize the number of affordable units in the state's housing supply and ensure that the supply is well maintained and operated. After the property is developed by the applicant, the applicant will affirmatively market the property in the surrounding community. Tenants earning up to 60% of the area median family income (AMFI) for the area for their household size and who meet the screening and eligibility restrictions of the property may qualify for a reduced rent unit. HTC units offer income qualified tenants a unit at a reduced rental rate that is restricted by annually published rent guidelines which may increase or decrease annually based on published limits.

Pursuant to §11.9(d)(1) of the 2015 Qualified Allocation Plan and in accordance with Texas Government Code §2306.6710(b), an application may qualify for additional points in the scoring process for a resolution from the municipality and/or county in which the proposed development site is located. Resolutions that expressly set forth that the municipality or county "Supports" the application are worth maximum points. Resolutions stating that the municipality or county "Do Not Support" the application are worth fewer points. The application will state that the city "Supports" the submission of the application for the Mahon Villas Apartments. In addition, the resolution acknowledges that the proposed development will contribute significantly to the revitalization efforts set-forth in the Mahon Revitalization Plan .

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - Mahon Villas 2

RESOLUTION

WHEREAS, Mahon Villas Associates, LP, a to-be-formed Texas limited partnership (the "Applicant"), which is a joint venture of the North & East Lubbock Community Development Corporation and Bywater Development Group, has proposed a development for affordable rental housing to be located at 1913 Baylor Street, Lubbock, TX 79415, named Mahon Villas Apartments (the "Development") in the City of Lubbock, Texas (the "City"); and

WHEREAS, Applicant has submitted an application to the Texas Department of Housing and Community Affairs ("TDHCA") for 2015 Competitive 9% Housing Tax Credits and HOME funds for the Development (the "Application"); and

WHEREAS, the proposed Mahon Villas Phase I will contribute most significantly to the concerted revitalization efforts set-forth in The Mahon Revitalization Plan; and

WHEREAS, the Development, to be located at 1913 Baylor Street, Lubbock, TX 79415 a proposed development of approximately 94 units for families with 100% of the units at 60% of the Area Wide Median income, is being considered by the City Council for the support of the Applicant's tax credit application and the Development to TDHCA for the maximum 14 points under Section 11.9 (d)(1) of the 2014 Qualified Allocation Plan and in accordance with Texas Government Code Section 2306.6710(b), stating that the City of Lubbock supports the application.

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

THAT the City strongly supports the application being made by the Applicant to TDHCA for 2015 Competitive 9% Housing Tax Credits and HOME funds on behalf of the Mahon Villas Phase I development, and

THAT the City Council acknowledges the proposed Mahon Villas Phase I development will contribute most significantly to the concerted revitalization efforts set-forth in The Mahon Revitalization Plan.

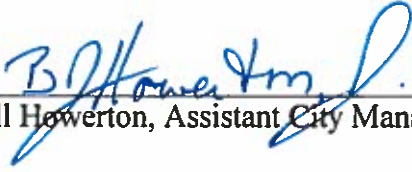
Passed by the City Council this _____ day of _____, 2015.

GLEN C. ROBERTSON

ATTEST:

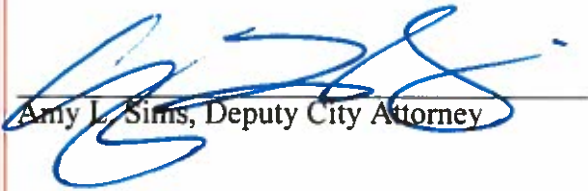
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

RES.MVI_City-Support_Resolution

3.26.15



Regular City Council Meeting

5. 12.

Meeting Date: 03/26/2015

Information

Agenda Item

Resolution - Transportation Services: Consider a resolution authorizing the Mayor to execute contract 12112 with Belinda Alexander, OTR, (Occupational Therapist Registered), CLT (Certified Lymphedema Therapist) for Citibus ADA (Americans with Disabilities Act), Paratransit Client Assessments, RFP 15-12112-MA.

Item Summary

The contract is for an occupational therapists to conduct client assessments for potential and existing CitiAccess passengers. ADA Paratransit client assessments are conducted as a cost-saving measure to ensure that individuals requiring specialized ADA curb-to-curb service are certified to use it. ADA Paratransit client assessments must be conducted by a licensed occupational therapist, as certified by the Texas Board of Occupational Therapy Examiners. ADA Paratransit assessments are conducted in order to determine eligibility for ADA Paratransit service. This program has saved Citibus over \$160,000 per year in costs non-incurred.

Two Proposals were received and the evaluation committee evaluated the proposals based on the following criteria: cost, 20%; experience, 20%; understanding of services,30%; capability and skill, 20%; and responsiveness, 10%. and ranked as follows.

Firm	Score
Belinda Alexander, OTR, CLT of Lubbock, TX	364
Occmed Associates, LP of Lubbock, TX	285

Staff recommends contract award to Ms. Belinda Alexander, OTR, CLT of Lubbock, Texas. Services will be performed Tuesday mornings for approximately four hours. The hourly rate is \$85. The contract term is one year with the option to renew two additional one-year terms.

Fiscal Impact

The estimated cost is approximately \$17,770 per contract year.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution & Agreement - Citibus ADA

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. 12112 for Citibus ADA Paratransit Client Assessments, by and between the City of Lubbock and Belinda Alexander, OTR, CLT, of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:



Amy Sims, Deputy City Attorney

RES.Contract-Belinda Alexander, OTR, CLT.
1.30.15

CONTRACT 12112

**City of Lubbock, TX
Service Agreement
Citibus ADA Paratransit Client Assessments
RFP 15-12112-MA**

This Service Agreement (this "Agreement") is entered into as of the 26 day of, February, 2015 ("Effective Date") by and between Belinda Alexander, OTR, CLT (the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 15-12112-MA for Citibus ADA Paratransit Client Assessments which becomes part of this contract,

WHEREAS, the proposal submitted by the Contractor has been selected as the proposal which best meets the needs of the City for this service; and

WHEREAS, Contractor desires to perform as an independent contractor to provide Citibus ADA Paratransit Client Assessments upon terms and conditions maintained in this Agreement; and

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the City and Contractor agree as follows:

City and Contractor acknowledge the Agreement consists of the following exhibits which are attached hereto and incorporated herein by reference, listed in their order of priority in the event of inconsistent or contradictory provisions:

1. This Agreement
2. Exhibit A – General Requirements
3. Exhibit B – Fees
4. Exhibit C – Insurance

Article 1 Services

- 1.1 Contractor shall provide the services that are specified in Exhibit A. The Contractor shall comply with all the applicable requirements set forth in Exhibit B, and hereto.
- 1.2 Contractor shall use its commercially reasonable efforts to render Services under this Agreement in a professional and business-like manner and in accordance with the standards and practices recognized in the industry.

Nonappropriation clause. All funds for payment by the City under this Agreement 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 Agreement, the City will terminate the Agreement, 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 Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the date of termination.

Article 2 Miscellaneous.

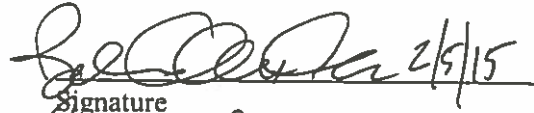
- 2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.
- 2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.
- 2.3 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.
- 2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.
- 2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.
- 2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.
- 2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.
- 2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within thirty (30) days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.
- 2.9 The City reserves the right to exercise any right or remedy 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.

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

CITY OF LUBBOCK, TX

CONTRACTOR

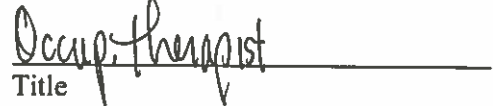
Glen C. Robertson, Mayor

 2/5/15
Signature

ATTEST


Print Name


Rebecca Garza, City Secretary


Title

APPROVED AS TO CONTENT:


Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:


Amy Sims, Deputy City Attorney

II. GENERAL REQUIREMENTS

1 INTENT

- a) Citibus is seeking proposals for interested occupational therapists to assess Citibus clients for ADA Paratransit eligibility.
- b) Offerors are invited to submit demonstrated competence and qualifications of their firm for providing these services.
- c) The information contained within this document is intended to provide interested firms with the requirements and criteria that will be used to make the selection.

2. BACKGROUND

ADA Paratransit client assessments are conducted as a cost-saving measure to ensure that individuals requiring specialized ADA curb-to-curb service are certified to use it. ADA Client Assessment contract will be active for a period of one (1) year with an additional two (2) year option at the contractor's discretion. Assessment services will be compensated based on an hourly rate.

3. PROJECT SCOPE OF WORK

3.1 ADA Paratransit client assessments:

- d) must be conducted by a licensed occupational therapist, as certified by the Texas Board of Occupational Therapy Examiners. Copies of appropriate certificates and/or licenses must accompany proposal.
- e) will be performed at Citibus' Administrative Building at 801 Texas Avenue (Lubbock, Texas).
- f) will occur every Tuesday between the hours of 9:00am and 12:00pm. Therapist will be notified of cancellations in advance of Tuesday showtime.

3.2 Under the contract, the selected occupational therapist:

- h) will be responsible for own transportation to/from Citibus facility and other related activities.
- i) will conduct a blood pressure check and a number of physical activities to gauge the client's ability to board/alight and walk to a bus stop.
- j) will conduct a review of the client's medical questionnaire for accuracy.
- k) will be available by phone or email to respond to Citibus staff inquiries.
- l) will be required to defend client eligibility determination at Lubbock Public Transit Advisory Board meeting, or in a court of law.
- m) will be required to file deposition or represent Citibus if contractor is sued over the determination of a client's eligibility.
- n) will be required to ensure that Citibus facility is registered and has appropriate registration/renewal certificates.

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

comply with any requests which would cause Citibus to be in violation of the FTA terms and conditions.

4. EVALUATION CRITERIA

The following criteria will be used to evaluate and rank submittals:

- a) Experience – The offeror’s experience in providing the services as requested in the specifications. Provide three verifiable references on similar and related contracts. Please use attached reference form. (20%)
- b) Understanding of Services – The offeror shall have the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability that will assure good faith performance as required by these specifications. (30%)
- c) Capability and Skill – Offeror’s capability, flexibility and skill to perform the services stated in the specifications. (20%)
- d) Responsiveness – The degree to which the offeror has responded to the purpose and scope of specifications. (10%)
- f) Cost (20%)

5. PROPOSAL FORMAT

- a) Proposals should provide a straightforward, concise description of the offeror’s capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the City.
- b) The proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume (notebooks preferred).
- c) If the proposal includes any comment over and above the specific information requested in the RFP, it is to be included as a separate appendix to the proposal.
- d) The proposal must be organized into the following response item sections and submitted in an indexed binder.
 - i) Cover letter addressed to the Honorable Mayor and City Council that states the Offeror’s understanding of the services to be provided. Include any additional information believed necessary that is not requested elsewhere in the RFP.
 - ii) A description of the methodology to be used to complete the project to include, but not be limited to, how recommendations will be formulated and commitment of appropriate resources to the project.
 - iii) Offeror’s specific expertise in areas pertinent to the project to include a listing and brief description of similar projects completed (with the dates of completion) or in progress and a list of references by name, address, and telephone number for each project listed. This list of projects in progress shall include the phase of work that each project is currently in (i.e. design, bid, construction), and the estimated completion date.
 - iv) A brochure of past work, with emphasis on comparable projects.
 - v) List of principal(s) of the Proposer and amount of time that principal(s) will be involved in the project.

- vi) List of other professionals to be used, if applicable, with a record of experience in projects of this nature. Identification of principal(s) and percentage of time the principal(s) will be involved in the project.
- vii) The organizational structure of the employees who will be assigned to this project along with resumes of those individuals. If a joint venture is expected, then provide the organizational structure of the subcontractor and resumes of those persons who will be involved in the project.
- viii) The Proposer must assure the City that he/she will, to the best of his/her knowledge, information and belief, be cognizant of, comply with, and enforce, where applicable and to the extent required, all applicable federal or state statutes and local ordinances including, but not limited to, the Davis-Bacon Federal minimum wage requirements.
- ix) Describe the Offeror's methodology for handling errors and omissions.
- x) Disclosure of any obligations posing a potential conflict of interest, including service on City boards and/or commissions and any current contracts with the City of Lubbock. This would apply to the Proposer as well as consultants subcontracted by the Proposer.
- xi) Offerors are strongly encouraged to explore and implement methods for the utilization of local resources, and to outline how they would address outreach issues in their proposal. It is also the desire of the City that the City of Lubbock program serve, as much as practicable, to stimulate growth in all sectors of the local business community. Describe how your firm would facilitate this process, and provide any relevant information about similar efforts on previous projects.

Citibus Forms

Attached are the forms Citibus uses for the client ADA Eligibility Process.

1. CitiAccess Certification of ADA Eligibility (This form is completed by the client and/or client's physician).
2. Citibus Physical Assessment (This form is completed by the Occupational Therapist)



Applicant,

We appreciate your interest in our curb-to-curb paratransit service. The following application must be filled out legibly and completely. The physicians form must be completed by a doctor, licensed health care provider, or licensed social caregiver familiar with your disability.

After CitiAccess receives your completed application you may be contacted to schedule an in-person interview to determine your eligibility. Transportation will be provided to you free of charge both to and from the Citibus administrative offices at 801 Texas Ave.

You will receive a determination letter within 21 business days. If you require any assistance in completing this application you may call our scheduling office at 712-2000 x 236. You can also request assistance during your in-person interview.

Again, we thank you for your interest in CitiAccess.

**Director of Paratransit
806-712-2010**

CITIAccess CERTIFICATION OF ADA ELIGIBILITY

Return completed application to:

CITIBUS
Director of Transportation
801 Texas Avenue
Lubbock, Texas 79401

OFFICE USE ONLY
Determination: _____
Expiration Date: _____
Assessment Date: _____
Date Letter Mailed: _____

CitiAccess will only use the information obtained in this certification process for the provision of transportation services.

PART I -- To Be Completed By Applicant (Please Print or Type)

Last Name	First Name	Mid. Initial	
Street Address		Apt. No.	
City	State	Zip Code	
Home Phone	Work Phone	Social Security No.	Date of Birth

PART II – Please answer all of the following questions.

1. Are you able to board and disembark without assistance from a Citibus *without* a wheelchair lift?
 Yes ___ No ___ If no, please explain: _____

2. Are you able to board and disembark without assistance from a Citibus *with* a wheelchair lift?
 Yes ___ No ___ If no, please explain: _____

3. Are you able to travel to the nearest bus stop?
 Yes ___ No ___ If no, please explain: _____
 Location: _____ How Far: _____

4. Do you currently use Citibus services?
 Yes ___ No ___
 What routes? _____
5. Are you able to handle money and transfers?
 Yes ___ No ___ If no, please explain: _____
6. And are you able to use railings and handles?
 Yes ___ No ___ If no, please explain: _____
7. Are you able to keep balance while seated on a moving bus?
 Yes ___ No ___
8. Are you able to understand bus schedules? Yes ___ No ___
 Understand and follow directions? Yes ___ No ___
 Process information to ride Citibus? Yes ___ No ___
9. If you can use a lift-equipped bus, are you presently unable to ride because:
 ___ One of more routes you want to ride do not have lift-equipped buses?
 ___ The lift cannot be operated at bus stops where you need to board?
 ___ Your wheelchair cannot be accommodated on a transit vehicle?
 ___ Other reasons. Please explain: _____
10. Are you prevented from traveling to or from a bus stop boarding location for one or more of the following reasons?
 ___ Inability to negotiate hilly terrain
 ___ Extreme sensitivity to climatic conditions
 ___ Allergic/environmental sensitivities
 ___ Hyper-fatigue, frailty
 ___ Night blindness
 ___ Inability to cross busy intersections
 ___ Inability to climb three 10-inch steps
 ___ Bus stop too far away
 ___ Other reasons. Please explain: _____
11. Are you able to perform the following functions without supervision?
 a) Find your way between familiar locations?
 Yes ___ No ___ Yes, with training ___
 b) Signal the bus driver to get off at a familiar stop and get off the bus there?
 Yes ___ No ___ Yes, with training ___
 c) At a bus stop served by more than one bus route, can you distinguish the correct bus to board and indicate your intention to board?
 Yes ___ No ___ Yes, with training ___

12. Are you able to perform the following functions without the assistance of another person?
 Travel 200 feet (the length of a city block)
 Travel ¼ mile (the length of 3 city blocks)
 What is the maximum distance you can travel to get to a bus stop?
13. Is your ability to get from place to place affected by:
 Terrain, such as steep hills, no sidewalks/crosswalks, or other conditions
 Rain, snow, ice
 Extreme temperatures of heat or very cold, windy weather
14. Are you able to wait outdoors for 10 minutes?
 Yes No Sometimes
 If no, please explain _____
15. Do you have trouble standing for more than 15 minutes?
 Yes No Sometimes
 If yes, please explain _____
16. Does your disability allow you to use the bus when you are feeling well?
 Yes No
17. Does your disability allow you to use the bus when you are *not* feeling well?
 Yes No
18. Are there sidewalks at your residence?
 Yes No
19. How would you describe the terrain where you live? (very steep hill, long gradual hill, flat, etc.) _____

20. Are you able to cross the street or a busy intersection by yourself?
 Yes No
 If yes, under what circumstances? _____

21. Have you ever received mobility training for routes or destinations?
 Yes No
 What did you learn? _____

22. If travel training were available, would you be interested in participating?
 Yes No

23. List three of your most frequent destinations, and how you get there?

Destination or Street Address	Frequency of Travel	How do you get there now?
_____	_____	_____
_____	_____	_____
_____	_____	_____

24. Are there places you would like to go that you *cannot* get to now?

Destination or Street Address	Frequency of Travel	Barrier?
_____	_____	_____
_____	_____	_____
_____	_____	_____

25. How did you find out about the CitiAccess service? _____

PART III – These questions in this section are designed to give us a better understanding of your opinions about certain aspects of accessible fixed route bus service. Please read each question carefully and circle the number that indicates whether you agree, disagree, or are not sure.

	<u>Agree</u>	<u>Disagree</u>	<u>Not Sure</u>
1. The bus system is too complicated for me to figure out.	1	2	3
2. I've heard good stories about Citibus service from other people.	1	2	3
3. I'm not at all interested in using Citibus service for my transportation.	1	2	3
4. I have to have a seat on the bus, but I'm afraid I won't get one.	1	2	3
5. Everyone on the bus will be inconvenienced since it takes me longer to board. People will get angry.	1	2	3
6. Riding the bus makes me more vulnerable to crime, and I'm afraid for my safety.	1	2	3

- | | | | |
|---|---|---|---|
| 7. I think my neighborhood has good bus service. | 1 | 2 | 3 |
| 8. I'm afraid I'll get off at the wrong stop. | 1 | 2 | 3 |
| 9. Arriving at my destination on time is not important to me. | 1 | 2 | 3 |
| 10. Lower Citibus fares compared to CitiAccess are an incentive for me to ride the bus. | 1 | 2 | 3 |
| 11. Taking my trips by bus would take me too long. | 1 | 2 | 3 |
| 12. I need help with the tie downs and I don't think the Citibus driver will help me. | 1 | 2 | 3 |
| 13. I'd have to get up earlier in the morning to use the bus, which would be a problem. | 1 | 2 | 3 |
| 14. If the bus moves before I'm seated, I'm afraid I might fall. | 1 | 2 | 3 |

PART IV – Please select someone who would NOT be riding with you.

In Case Of Emergency Notify:

_____	_____
Name	Relationship

_____	_____
Home Phone	Work Phone

_____	_____	_____	_____
Address	City	State	Zip Code

Please indicate below if the applicant can be left alone at their destination

___ Applicant can be left alone at destination ___ Applicant can't be left alone at destination

PART V – Please answer all of the following questions.

I understand my rights and responsibilities for CitiAccess Service and they are:

- 1. CitiAccess is public transportation and I will be sharing rides with other passengers.....
- 2. CitiAccess does not provide emergency service.....
- 3. I must show my CitiAccess I.D. card and pay the fare each time I ride.....
- 4. Three "No Shows" in 30 days could result in ridership suspension.....
- 5. CitiAccess has 15 minutes before and 15 minutes after the scheduled pick up time to arrive.....
- 6. CitiAccess will wait only 5 minutes from the time it arrives.....
- 7. CitiAccess is curb to curb service.....

I certify that the information provided in this application is accurate. I understand that false information may result in the denial or annulment of CitiAccess service. I further understand that all information will be kept confidential, and only the information required to provide the services I request will be disclosed to those who perform those services.

Applicant's Signature _____ Date _____

Interviewer's Signature _____ Date _____

****If applicant has been assisted by someone else in completing this application, that person must complete the following:**

Last Name	First Name	Mid. Initial
Street Address		Apt. No.
City	State	Zip Code
Home Phone	Work Phone	Relation to Applicant

Office Use Only

Screening Committee Review:

Reviewed By: _____	Date: _____	Decision: _____
Reviewed By: _____	Date: _____	Decision: _____
Reviewed By: _____	Date: _____	Decision: _____

Comments: _____

Dear Health Care Provider:

The Americans with Disabilities Act and its implementing federal regulations established categories of persons who are eligible to receive paratransit services complementary to fixed-route bus services. The three categories of persons with rights to complementary paratransit are:

1. Persons who, because of their disability, cannot independently board, ride and/or disembark from an accessible vehicle.
2. Person who, because of their disability, cannot use vehicles without lifts or other accommodations.
3. Persons who, because of their disability, cannot get to or from a boarding or disembarking location.

Any individual is to be certified as ADA paratransit eligible if there is any part of the transit system that cannot be used or navigated by that individual because of a disability. Persons are not to be qualified or disqualified on the basis of a specific diagnosis or disability.

The information requested from you on the following pages will allow CitiAccess to obtain the information necessary to establish eligibility of the applicant. Thank you for your assistance.

PART VI -- To Be Completed By Appropriate Health Care Provider
(Please Print or Type)

Please Check One: Physician
 Licensed Health Care Provider
 Licensed Rehab/Social Worker

Applicant's Name _____
 Last First Mid. Initial

Medical diagnosis of condition causing disability: _____

Is the condition permanent?
Yes _____ No _____ If not, expected duration: _____

Does this disability prevent the applicant from utilizing the fixed route services (regular bus service)? If yes, please describe in detail. _____

PART VII – Please answer all of the following questions.

The following information will be used to ensure that an appropriate vehicle is sent to provide transportation and that CitiAccess can make an accurate analysis of the applicant's trip requests.

Does the applicant use any of the following mobility aids? (Check all that apply)

- | | | |
|-------------------------------------|---|--|
| <input type="checkbox"/> Cane | <input type="checkbox"/> Power Chair | <input type="checkbox"/> Communication Board |
| <input type="checkbox"/> White Cane | <input type="checkbox"/> Large Power Chair | <input type="checkbox"/> Service Animal |
| <input type="checkbox"/> Walker | <input type="checkbox"/> Power Scooter | <input type="checkbox"/> Portable Oxygen Supply |
| <input type="checkbox"/> Crutches | <input type="checkbox"/> Manual Chair | <input type="checkbox"/> Personal Care Attendant |
| <input type="checkbox"/> Leg Braces | <input type="checkbox"/> Picture/Alphabet Board | <input type="checkbox"/> Other: _____ |

Please indicate below if the applicant can be left alone

- | | |
|--|--|
| <input type="checkbox"/> Applicant can be left alone | <input type="checkbox"/> Applicant can't be left alone |
|--|--|

Can the applicant walk or wheel ¼ mile (3 blocks) without the assistance of another person?

Yes ___ No ___

1. Can the applicant climb three 10-inch steps with assistance?

Yes ___ No ___

2. Can the applicant wait outside without support for 15 minutes?

Yes ___ No ___

3. Is applicant on dialysis?

Yes ___ No ___

4. Does the applicant have a hearing impairment?

Yes ___ No ___

5. Is the applicant able to give addresses and phone numbers upon request?

Yes ___ No ___

6. Is the applicant able to recognize a destination or landmark?

Yes ___ No ___

7. Is the applicant able to deal with unexpected situations or unexpected changes in routine?

Yes ___ No ___

8. Is the applicant able to ask for, understand, and follow directions?

Yes ___ No ___

9. Is the applicant able to safely and effectively travel alone through crowded and/or complex facilities?

Yes ___ No ___

**** If the applicant has a visual impairment:**

Visual acuity with best correction: Right Eye _____ Left Eye _____
Both Eyes _____

Visual Fields: Right Eye _____ Left Eye _____
Both Eyes _____

Please describe any other disability or effect that prevents the applicant from using the regular bus service. _____

PART VIII

Based upon my professional knowledge of the applicant, I certify that the preceding information is true and correct.

Name of Health Care Provider (Please Print) Office Phone Number

Office Street Address City State Zip Code

State License Number (Complete if Applicable – Must be Current)

Signature _____ Date _____

Citibus Transit System

Physical Ability Testing

Informed Consent

Page 1 of 1

The physical ability test is a voluntary test of your ability to independently complete given tasks for a simulated bus arrival and departure. All tests will be explained thoroughly before you perform them.

There are risks during testing which will require heart rate and blood pressure checking. You may experience an increase in your pain during testing. Therefore, it is important for you do the following:

1. Report any pain increase immediately, although some pain may be normal.
2. Stop any test if you experience a pain increase that you feel is unsafe for you.
3. Do not perform any test you do not feel you are able to perform.

Your evaluator will stop any test if you appear to be overstressing yourself. You will not be forced to perform any test you feel you are not able to perform, and you should stop any test if your pain increases beyond a level that you feel is undesirable to you.

It is critical for you to give your best effort during the evaluation so we may determine how your injury is affecting your ability to use the fixed transit system, and what modifications need to be made to accommodate you. Your evaluator will report your estimated functional ability based on any available information.

I understand that the purpose of this evaluation is to determine my physical abilities and to establish any accommodations that need to be made to ensure safe mass transit travel.

I understand the above information and I agree to participate in the Physical Ability Testing to the best of my ability to help determine proper accommodations for my travel.

Patient Signature

Date

Evaluator Signature

Date

Citibus Physical Assessment

Name: _____ Date: _____

Date of Birth: _____ Time Of Evaluation: _____

Medical Conditions: _____

Evaluator: Belinda Alexander, OTR,CLT

Mobility Aids Used During Assessment: ___ cane ___ rolling walker ___ 4 wheel walker
___ manual w/c ___ power chair/scooter ___ none ___ other: _____

Wheelchair User (circle one): Full Time Part Time N/A

If part time, explain: _____

Resting Heart Rate: _____ Resting Blood Pressure: _____

75% max of age: _____ = $220 - \text{age} \times .75$

Current Transportation: ___ fixed route bus ___ citi-access ___ Medicaid transp. ___ none
___ other: _____

Functional Mobility:

- Distance to nearest bus stop _____
HR: _____ Time: _____ 2nd HR: _____ Time: _____
Pass Fail
- Curbs and Curb Cuts
Able to independently go: Up curb cut? Yes No Down curb cut? Yes No
Pass Fail
- Ramps/Steps
Able to independently go: Up bus ramp/steps? Yes No
Down bus ramp/steps? Yes No
Pass Fail

Belinda Alexander, OTR, CLT

Date

Status:

___ ADA approval x 3 years ___ ADA temporary x ___ mths Fixed ID needed: Y / N

___ Denied Citiaccess (Indep w/fixed route) ___ Denied other: _____

___ Offered Special Efforts ___ Offered United Shopper

TEXAS BOARD OF OCCUPATIONAL THERAPY EXAMINERS

333 Guadalupe • Ste 2-510 • Austin TX 78701

512/305-6900 • info@ptot.texas.gov

THIS CERTIFIES THAT

Belinda D Alexander

Occupational Therapist

License # 104238

HOLDS A REGULAR LICENSE TO PRACTICE IN TEXAS

FOR A PERIOD ENDING 10/31/2016

Verify this license at: www.ptot.texas.gov

Print



December 19, 2014

Marta Alvarez, Director of Purchasing and Contract Management
City of Lubbock
1625 13th Street, Room 204
Lubbock, Texas 79401

RE: RFP 15-12112-MA

I, Belinda Alexander, OTR, CLT, will provide my services as an Occupational Therapist, to come on-site and evaluate client's physical and mental capabilities for utilizing fixed route services at a fee of \$85.00 per hour. Currently utilized physical screening tools will be used for the assessment. Upon evaluation, the application is reviewed with medical conditions taken into account and how that correlates with government guidelines and parameters, then making appropriate recommendations in compliance with federal or state statutes and local ordinances. Determinations will be made as Denied, Temporary, Conditional, or Full ADA for the use of the paratransit services.

Respectfully,

A handwritten signature in black ink, appearing to read 'Belinda Alexander OTR, CLT'. The signature is fluid and cursive, with the last name 'Alexander' being the most prominent part.

Belinda Alexander, OTR, CLT
Occupational Therapist
Texas license number: 104238
NBCOT certification number: 981735

**Citibus ADA Paratransit Client Assessments
RFP 15-12112-MA**

INSURANCE

SECTION A. Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. **THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.**

INSURANCE COVERAGE REQUIRED

SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

SECTION C. Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

<u>Type</u>	<u>Amount</u>
Worker's Compensation or	Statutory
Employers Liability	\$500,000
Commercial General Liability per Occurrence Endorsements	Combined single limit for bodily injury and property damage of \$1,000,000 per occurrence or its equivalent.
- General Aggregate	
- Products/Op AGG	
- Personal & Adv. Injury	
- Contractual Liability	1,000,000
Professional Liability	
- General Aggregate	

The City of Lubbock shall be named as additional insured on auto/general liability with a waiver of subrogation in favor of the City on all coverage's and include products of completed operations endorsement. All copies of the Certificates of Insurance shall reference the RFP or proposal number for which the insurance is being supplied.

ADDITIONAL POLICY ENDORSEMENTS

The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

- Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;
- Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;
- Provide for notice to the City at the address shown below by registered mail;
- The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;
- Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- All copies of the Certificates of Insurance shall reference the project name or proposal number for which the insurance is being supplied.

NOTICES

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior the change, which notice must be accompanied by a replacement **CERTIFICATE OF INSURANCE**.

All notices shall be given to the City at the following address:

Marta Alvarez, Director of Purchasing & Contract Management
 City of Lubbock
 1625 13th Street, Room 204
 Lubbock, Texas 79401

SECTION D. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.



Regular City Council Meeting

5. 13.

Meeting Date: 03/26/2015

Information

Agenda Item

Resolution - Purchasing and Contract Management: Consider a resolution authorizing the Mayor to execute contract 12195 with Baker Office Products for office supplies for City Departments, ITB 15-12195-SS.

Item Summary

This bid establishes pricing for office supplies with next business day on-site delivery to departments. The selling price will be calculated by taking the end price column from the most current quarterly United Stationers net pricer catalog and adding bidder's "mark up" percentage to that figure.

The following bids where received:

Vendor	Mark-Up %
Baker Office Products of Lubbock, TX	0.5%
TriState Camera of Brooklyn, NY	2.0% *NQAS
Office Depot of Ft. Worth, TX	TCPN *NQAS
Sunset Survival & First Aid, Huntington Beach, CA	No Bid
School Specialty, Greenville, WI	No Bid

TriState Camera of Brooklyn, NY is listed as not quoted as specified. The bid is for F.O.B. Destination, Freight Pre-Paid and Allowed. TriState Camera will add shipping fees to purchases under \$50. Office Depot of Ft. Worth, TX did not complete the bid form as required. Office Depot only referred to their TCPN (The Cooperative Purchasing Network) contract, and therefore, listed as not quoted as specified.

The contract term is for term of three years, with the option of one, one year extension. Mark-up price quoted will not change during the term of the contract.

Fiscal Impact

Office supplies are funded in individual department operating budgets.

Staff/Board Recommending

Pam Moon, Executive Director of Finance

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. 12195 Office Supplies, by and between the City of Lubbock and Baker Office Products, of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Pam Moon, Finance Director

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

RES.Contract-Nbr 12195-Baker Office Products
3.10.15

**City of Lubbock, TX
Contract for
Office Supplies**

THIS CONTRACT made and entered into this 26th day of March, 2015, by and between the City of Lubbock ("City"), and Baker Office Products, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for office supplies 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 office supplies.

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, office supplies and more specifically referred to as Item One on the bid submitted by the Contractor or in the specifications attached hereto.
2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.
3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of three years, with the option of one, one year extension, said date of term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.
4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a 30 day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.
5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

<u>TYPE</u>	<u>AMOUNT</u>
General Liability	\$1,000,000
Commercial General Liability	
General Aggregate	
Products-comp/Op AGG	
Personal & Adv. Injury	
Contractual Liability	
 Automotive Liability	
 Any Auto	 \$1,000,000
 Workers Compensation	 Statutory Amounts
Employers' Liability	

The City of Lubbock shall be named as additional insured on a primary and non-contributory basis on auto/general liability, with a waiver of subrogation in favor of the City of Lubbock on all coverages. Copies of all endorsements are required.

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

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

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

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.
8. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30

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

10. All funds for payment by the city under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the city of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
11. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract insurance requirements.
12. This Contract consists of the following documents set forth herein; Invitation to Bid No. 15-12195-SS, Specifications, and the Bid Form.

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

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Marta Alvarez
Director of Purchasing & Contract
Management

APPROVED AS TO FORM



Mitch Satterwhite,
First Assistant City Attorney

CONTRACTOR

BY 

Authorized Representative

Brian McPeak
Print Name

Baker Office Products, Inc.
1301 13th St

Address

Lubbock, TX 79401

City, State, Zip Code

**Office Supplies
City of Lubbock, TX
ITB 15-12195-SS**

In compliance with the Invitation to Bid 15-12195-SS, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, alterations of form, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid 15-12195-SS is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

ITEM	DESCRIPTION	Mark-Up Percentage to be added to the USSCO Net Pricer Net Price End Column
1.	The selling price during the term of the contract shall be F.O.B. City of Lubbock and shall be determined or calculated by taking the net price end column from the United Stationer's (USSCO) quarterly net pricer catalog at the time of order and adding the bidder's "Mark Up" percentage to that figure. The selling price shall never exceed USSCO's general line retail catalog List/Retail price. The successful bidder shall provide to the City a current USSCO quarterly Net Pricer Catalog. Purchases made from this contract shall include all commodities/imaging supplies and copy paper available in the most recent United Stationer's general line retail catalog. <u>Bidders are to include the current USSCO quarterly net pricer catalog with their bid package.</u>	0.50 %

*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 office supplies 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 Wolforth.

YES X NO _____

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

THIS BID IS SUBMITTED BY Baker Office Products Corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Firm: Baker Office Products

Address: 1301 13th Street

City: Lubbock State: TX Zip 79401

Bidder acknowledges receipt of the following addenda:

Addenda No. _____ Date _____

Addenda No. _____ Date _____

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

By  Date: 2/9/2015
Authorized Representative - must sign by hand

Officer Name and Title: Brian McPeak VP Operations
Please Print

Business Telephone Number 806-763-2500 FAX: 806-747-1600

E-mail Address: bmcpeak@bakerofficeproducts.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.

SPECIFICATIONS

**City of Lubbock, TX
ITB 15-12195-SS
Office Supplies**

1. **PURPOSE:** The purpose of this Invitation to Bid (ITB) is to establish an office supply contract with a primary and secondary contractor that will supply City department's limited desk top and office consumable needs with a next business day on site delivery to requesting offices located within the city limits of Lubbock, Texas. The purchases made from this contract will include all commodities listed in the most recent UNITED STATIONERS general line retail catalog.
2. **CONTRACT TERM:** The contract shall be for a term of three years said date of term beginning upon City Council date of formal approval. The City and the contractor may, upon written mutual consent, extend the contract for one additional one year term contingent upon satisfactory performance evaluations by the City of Lubbock.
3. **ON-LINE ORDERING:** Providing access to on-line ordering is a base requirement of this contract. City employees using City of Lubbock purchasing cards will make on-line purchases. There are approximately 750 purchasing cardholders that have the potential of ordering from this contract. However, only a very small number of cardholders will be doing the majority of the ordering. The website must allow the purchaser to enter a user name and password with their individual purchasing card number. The purchaser should then be able to access the site and place orders without being required to re-enter the purchasing card number each time. In addition to the web based / purchasing card orders the successful bidder must also be able to accept orders for payment on either a weekly or monthly billing statement basis. No charges can be posted to the purchasing card until the item is delivered.

3.1 Please describe the security and registration process of electronic ordering system:
Please reference attachment

3.2 Please describe capability of loading department account information for direct order of electronic ordering system to include purchasing card number:

Please reference attachment

3.3 Does your system allow for restrictions on product available to purchase?

 X Yes No

4. **DELIVERY:** The successful bidder shall assign an Account Representative to service the City's account. The City must have the capability to place orders either to the contractor's internet on-line ordering system or as a walk-in customer at the bidder's Lubbock retail location. While the principal function of the contract is to be online ordering and on site delivery, the local retail store is an integral part of the contract. There will be a minimal number

of occasions when a routine item is needed on an emergency basis. We realize that not all items will be stocked locally and will need to be ordered and then delivered the next day. However, the local retail store must have enough stock on hand of the most common items to take care of these emergencies. The City reserves the right to purchase these emergency items from another supplier if the contract supplier does not have the item in stock locally. Prices charged locally must match the on-line contract prices in all cases. The local establishment may also be called on to take part in the return process. All orders placed on-line or faxed in by 3:00 PM should be delivered the following day. Ninety-five (95) percent of items delivered to City departments will be delivered to the requester's on site within one business day after receipt of order (ARO). The City has approximately 50 locations "Exhibit A". In the event the primary or secondary contractor cannot supply an item within 24 hours, the contractor shall give immediate notice to the Buyer, or his designee, and the City may either accept the delivery promise or obtain the item from another source. The Buyer or authorized representative shall sign the invoice for receipt of merchandise.

4.1 Copy Paper Delivery: The successful contractor(s) must deliver paper to desktop of purchaser at no additional charge.

4.2 Imaging Supplies: The successful contractor(s) must have a recycling program in place for expended cartridges to include, but not limited to recycling bins, pre-printed return labels, pick-up of expended cartridges at no additional charge.

4.3 Please describe your imaging supplies recycling program to include the handling of the expended cartridges.

Please reference attachment

4.4 The contractor shall separate orders into separate packages for different City departments as indicated on the order and deliver to each department address as requested on the order.

4.5 Failure to meet these delivery requirements may result in cancellation of the contract. **Exception:** Official City of Lubbock holidays "Exhibit B".

5. SUBSTITUTIONS: The contractor may substitute items that are equal or superior in quality to the requested item, upon obtaining authorization to do so, from the requester. Unauthorized substitutions will not be permitted. Failure to meet this specification may result in cancellation of the contract by the City.

6. MINIMUM ORDER: The minimum order shall be twenty-five dollars (\$25.00) and shall be delivered without shipping charges.

7. BACKORDERS: Only in rare instances should the contractor have to backorder office supplies. Any remaining order balance must be delivered within five calendar days thereafter, except for items discontinued by the manufacturer or distributor supplying the contractor. When the contractor does have to backorder an item, proper notification should be made to the person placing the order and noted on the invoice with the estimated delivery time. If the delivery time is unacceptable to the person placing the order, an alternative item may be requested or the City may purchase the item from another source.

8. RETURN POLICY: All items returned must be in their original packages. All items must be returned within twenty days from receipt. All returned items must be in a salable condition.

Exception: Any damage that occurs during the shipping of the items **must be marked on the receiving document** or reported in writing within two working days to the contractor. It will be the contractor's responsibility to notify the Freight Company. Contractor will pay for the return freight and credit any payment made when return is due to contractor error or delivery of defective items. The receiving office will be responsible for the return freight and the freight of the replacement items when the return is due to an ordering error, such as an incorrect item ordered, item no longer needed, or an over order of the item.

9. **RETURN PROCEDURE:** The ordering office will call the contractor and explain the situation. For defective items or items shipped in error, the contractor will issue a call-tag to pick up the items. The items must be ready for pick-up in their original packaging. A copy of the purchase order on which the items were originally ordered must be sent with the package. This is important so that proper credit can be issued. The correct items will be shipped or full credit will be given upon receipt and inspection of the goods. Credit memos will be issued twice a month. In case of return of items due to error on the part of the ordering office, the ordering office will return ship along with a copy of the purchase order and also pay for the freight for the replacements.
10. **ORDERING METHODS:** Orders placed by the City may take any of the following forms:
 - A. Purchase Orders;
 - B. City Procurement Card;
 - C. Blanket Purchase Order;
11. **PRICING:** THE SELLING PRICE SHALL BE F.O.B. CITY OF LUBBOCK AND SHALL BE DETERMINED OR CALCULATED BY TAKING THE NET PRICE END COLUMN FROM THE MOST RECENT UNITED STATIONERS (USSCO) QUARTERLY NET PRICER CATALOG AT THE TIME OF ORDER AND ADDING THE BIDDER'S "MARK UP" PERCENTAGE TO THAT FIGURE. The selling price shall never exceed USSCO's general line retail catalog List/Retail price. The successful bidder shall provide to the City a current USSCO quarterly Net Pricer Catalog. Purchases made from this contract shall include all commodities available in the most recent UNITED STATIONERS general line retail catalog. **All prices shall include on site delivery to purchaser.**
12. **INVOICING:** Contractor should supply two copies of the packing slip with the office supplies at the time of delivery. Packing slip must indicate the unit price and department account number given to the contractor at the time of order. This method will help us in billing out the supplies to different departments. The contractor must bill the City of Lubbock once a month on a date mutually agreed upon. Payment will be made monthly on a date that is convenient to both the contractor and the City of Lubbock. Unless otherwise noted by the bidder, terms shall be Net 30.
13. **EXCEPTIONS TO THE CONTRACT:** Not all items cataloged by the successful bidders will be purchased under the ensuing contract. Some office supply equipment or furniture purchases will be made from other sources as allowed by law or regulation, for example, purchases from state contract vendors, Texas Industries for the Blind and Handicapped (TIBH) or Texas Correctional Industries (TCI). Office machines costing over one hundred dollars (\$100) will be excluded from this contract. **Also, catalog items considered decorative, personal, unnecessary or more costly than necessary to meet a legitimate City department need, will not be purchased.** The City of Lubbock also reserves the right to order office supplies from other sources

as may be appropriate in conducting normal business. However, this provision shall not be used to circumvent the intent of the contract.

14. **PURCHASING PATTERNS:** Most but not all items ordered pursuant to this ITB, would be consumable office supplies and relatively inexpensive desk or office accessories.
15. **ESTIMATED QUANTITIES:** It is estimated that the City of Lubbock will expend in excess of \$500,000 under any contract resulting from this ITB. Purchases made from this contract shall include all commodities available in the most recent UNITED STATIONERS general line retail catalog.
16. **PAPER CATALOGS:** The successful bidder must distribute to each City Department sufficient USSCO catalogs, approximately 75 catalogs, at no charge. Additional catalogs must be provided by the contractor as ordered by the departments, at no charge for initial, revised, or replacement catalogs. The contractor will also provide one hard copy of updated UNITED STATIONERS NET PRICER CATALOG (USSCO) to the City of Lubbock Director of Purchasing and Contract Management each quarter for the duration of the contract.
17. **ELECTRONIC CATALOGS:** The contractor will provide a customized electronic Internet Website catalog that will:
 - A. make items available in the current general line retail catalogs published by United Stationers. The City and the contractor will mutually agree upon the final item categories.
 - B. be readily available on the Internet.
 - C. provide a user-friendly, easy ordering program, with a quick reference capability that will locate desired items by description, catalog number, manufacturer, or other quick reference methods.

17.1 The Website shall be updated quarterly with current contract prices on all items available under this contract.
18. **CUSTOMER SERVICE REQUIREMENTS:** The contractor must provide:
 - A. a designated person(s) who administers this contract locally
 - B. a four hour response time to any customer inquiries
 - C. an eight hour response time for any deficiencies that may result from the operation of the Internet Website electronic catalog
 - D. a local phone number for customer inquiries regarding order status and a help line for customers trying to make requests from the electronic catalog
 - E. ability to handle large office supply accounts as well as personal service given to such accounts
19. **PRODUCT DEMONSTRATION and ON-SITE VISIT:** A product (electronic catalog) demonstration and local on site visit may be required prior to final award of this contract.
20. **REFERENCES:** All submittals for this ITB must include three references of customers who are currently using this or a similar purchasing method of like commodities.
21. **RECORD KEEPING AND REPORTS** - The successful bidder must keep accurate records of all ordered items and will provide this information sorted both by ordering department and by

aggregate total to the Purchasing Department promptly upon request. The contractor must provide a monthly summary report by the 5th working day of the following month, to the City of Lubbock Director of Purchasing and Contract Management by U.S. mail and electronic format to malvarez@mylubbock.us. This report should include but not be limited to the following: overall contractor performance, delivery statistics (next day, 2-3 day, back orders, and other), sales volume, and an itemized list of items sold to each City department. An aggregate report must be provided quarterly and at the end of each year. These will be provided in both in printed form and electronically in Excel a spreadsheet. **PLEASE SUBMIT SAMPLES OF YOUR STANDARD REPORTS WITH YOUR BID.**

22. **TRAINING** - The successful bidder must provide initial training to all ordering departments and entities related to the use of the web page, for successful order placement and order follow up. There will be additional training scheduled by the end users on an as needed basis throughout the entire term of the contract.

22.1 Please describe training process for online system:

Please reference attachment

**City of Lubbock, TX
Department Locations**

City Hall
1625 13th Street

Departments
Call Center
Public Information
Human Resources
Risk Management
Building Inspections
Code Enforcement
Planning
Engineering
City Managers
City Secretary
City Attorney
Purchasing
Fiscal Policy
Fiscal Operations
Public Works
Print Shop
Internal Auditor
Facilities

Buddy Holly Center
1801 Crickets Ave

Silent Wings Museum
6202 N I-27

**Solid Waste Department
Offices**
208 Municipal Drive
16 31 84th Street

Lubbock Landfill
8425 N. Ave P

WTR Disposal Facility
17304 North FM 2528,
Abernathy

Fire Admin./Fire Station 2
1515 East Ursuline Ave

Fire Stations

Station 1, 1202 18th Street
Station 3, 6420 25th Street
Station 4, 2504 Cornell
Station 5, 1101 Zenith
Station 6, 3320 35th Street
Station 7, 202 Slide Road
Station 8, 2120 50th Street
Station 9, 4814 50th Street
Station 10, 4810 MLK
Station 11, 6212 N Walnut
Station 12, 5202 79th Street
Station 13, 540 N. Fulton
Station 14, 2402 96th Street
Station 15, 8002 Venita
Station 16, 4030 114th Street
Station 17, 3241 63rd Street
Station 18, 6611 Oakridge Ave
Station 19, 5826 98th Street

Municipal Square

916 Texas

Departments

Police Administration
Police Records
Police Communications
Information Technology
Telecommunications

Police Academy

508 Davis Drive, Reese Center

Municipal Square

915 Ave J

Departments

Municipal Court
Traffic Engineering

Parks & Recreation
1611 10th Street
Departments
Information Technologies
Community Development

Hodges Community Center
4011 University

Maxey Community Center
30th and Oxford

Copper Rawlings Center
40th and Ave B / 213 40th

**Mae Simmons Community
Center**
23rd and Oak / 2004 Oak

Trejo Supercenter
3200 Amherst

19th Street Senior Center
2001 19th
Garden & Arts Center
4215 University

Health Department
806 18th Street
Departments
Administration
Immunization Clinic

Cemetery/ Vector Control
2011 East 31st Street

**Street Maintenance/Water
Utilities**
4709 66th Street

Animal Control
3323 SE Loop 289

Animal Shelter
401 North Ash Ave

Central Warehouse
306 Municipal Drive

**Radio Shop and
Telecommunications**
530 36th St, Suite 200

Patterson Library
1836 Parkway

Solid Waste
6500 North Avenue P

LPSIA Airport
5401 N. MLK Blvd.

Land Application Site
4602 E. 19th Street

SE Water Reclamation Plant
3603 Guava Ave

Civic Center
1501 Mac Davis Lane

Groves Library
5520 19th Street

Buddy Holly Center
1801 Avenue G

Garage
206 Municipal Drive

Fleet Services
204 Municipal Drive

NW Water Treatment Plant
3603 N. Guava Ave

Mahon Library
1306 9th Street

Godeke Library
5034 Frankford Ave

Silent Wings Museum
6202 N Interstate 27

OFFICIAL CITY HOLIDAYS

New Year's Day
Martin Luther King Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday After Thanksgiving
Christmas Day
Day After Christmas

City of Lubbock Bid No. 15-12195-SS Office Supplies

RE: Specifications 11.0 Pricing

Baker Office Products can only provide an electronic version of the USSCO Net Pricer as the printed version is no longer produced. The end column is designated by USSCO as 9W and we can provide that column of pricing with a thumb drive on a quarterly basis.

Security and Registration Process for Baker Office Products' Online Ordering System. Minimum Specifications, page 28 (3.1).

Protecting your privacy and information online is extremely important to Baker Office Products. We are constantly evaluating our security technologies to ensure we are taking reasonable steps to protect your personal information. As a result, the Baker Office Products e-commerce system provides reliable TLS submission of ID and password to anyone with an TLS-enabled browser.

Baker Office Products' on-line e-commerce system runs on a secured server utilizing DigiCert Class 3 Secure Server CA. Your ID and password are secure via TLS (Transport Layer Security) encryption, which means that your personal information is secure every time you sign in.

Baker Office Products' registration process is done via the telephone. Baker's MIS Department receives the information from the card holder (name, department number(s), procurement card number, delivery address, etc.) and then loads the information for each card-holder into our secured e-commerce and backend system, attaching this information to the appropriate departments/accounts *instead of* the card-holder entering the information on the front-end or website store front.

We know that allowing a card-holder to register on-line would be secure with our e-commerce system. However, we feel this process (Baker loading the info for each card-holder) offers an extra blanket of security to the City of Lubbock than does an automated front-end registration process, thereby reducing the possibility of outside security breaches (ie. phishing).

Further security measures are taken when we set up an end-user to allow access to Baker Office Products' e-commerce system. The City's end-user profile is set up so that the end-user cannot change the delivery address for each cost center/department they have authorization to order for. Orders will be delivered to only the end-user's cost center/department - not to any other address not previously specified by the Purchasing Department. If another location is opened up, please contact Baker so the new delivery location can be added.

Please describe Baker Office Products' capability of loading department account information for direct order of electronic ordering system to include purchasing card number. Minimum Specifications page 28 (3.2).

Baker Office Products' MIS Department loads the department/account information for each end-user. *The card holder does not have to re-enter their procurement card information each time he/she logs in.* The procurement card-holder can order immediately upon logging onto the Baker website.

Each time the card-holder needs to place an on-line order, the information follows the order to the time of check out. In the "check out" screen, the card-holder's type of procurement card, the first 6 numbers on the procurement card (example: 1234 56XX XXXX XXXX), and the card's expiration date appear on the screen.

Note: Baker Office Products would like to offer the “Cost Control Features” that our E-commerce system can provide.

This means that each department head could review/approve all orders from all of the end-users in their respective departments before their orders are submitted to Baker Office Products for processing.

When an end-user submits an order, the department head receives an e-mail notifying them that there is an order “awaiting approval”. The department head is then able to review/approve the order before Baker Office Products receives the order for processing.

Imaging Supplies recycling program to include handling of the expended cartridges. Minimum Specifications, page 29 (4.3)

Baker Office Products partners with an imaging supply recycling agency. Baker Office Products will pick up the empty cartridges and send them to a processor that (a) re-builds or (b) recycles the material from the cartridges.

Drivers for Baker Office Products can pick up your empties. Call us and we'll come pick up.

TRAINING

Please describe training process for on-line ordering system, page 32 (22.1).

Baker Office Products will provide ongoing training in how to use Baker's On-line E-commerce system throughout the contract term.

Baker will also provide each end-user an instruction packet and user-name & password card for easy retrieval. The instruction packet has all the details on how to:

- **Enter an item(s).**
- **How to place an order on "Hold,"** which allows the end-user to build an order over time and submit the order later. (No more lists, or reminders.)
- **Build a single or multiple Personal Favorites List.** (No more scrounging around for a catalog.)
- **Update the shopping cart**
- **Enter Reminder Notes** on their orders
- **Add an item(s)**
- **View Order History**
- **Delete an item(s)**
- **Check Out**
- **Search for products**
- **Change Password**
- **Submit an Order**
- **Print an Order**
- **Link with the user's log-in;** order right from the online search

This instruction packet will be used as a reference tool when needed.

Baker will also conduct group City of Lubbock end-users meetings as needed through out the term of the contract. Baker will also provide on-site departmental training meetings as needed throughout the term of the contract.

(Meetings to last approx. 30 minutes to an hour.)

Baker Office Products' E-commerce ordering system is very easy to use. Each end-user will have direct access to Baker Office Products' online specialists, thus enabling them to get timely answers to questions and help with any resolution.



Regular City Council Meeting

5. 14.

Meeting Date: 03/26/2015

Information

Agenda Item

Resolution - Emergency Management: Consider a resolution authorizing the Mayor to approve the Lubbock County Multi-Jurisdictional Hazard Mitigation Plan.

Item Summary

A local government must have a mitigation plan approved pursuant to 44 CFR 201.6 in order to receive Hazard Mitigation Grant Program project grants either pre-disaster or post-disaster.

The City of Lubbock participated with other local jurisdictions in Lubbock County in developing a multi-jurisdictional HAZARD MITIGATION PLAN for Lubbock County.

The Plan is the representation of the jurisdiction's commitment to reduce risks from natural hazards, serving as a guide for decision makers as they commit resources to reducing the effects of natural hazards. The Plan will also serve as the basis for the State to provide technical assistance and to prioritize project funding.

According to 44 CFR 201.6:

Multi-jurisdictional plans may be accepted, as appropriate, as long as each jurisdiction has participated in the process and has officially adopted the plan.

Documentation that the plan has been formally adopted by the governing body of the jurisdiction requesting approval of the plan must be provided within the stated time limit.

For multi-jurisdictional plans, each jurisdiction requesting approval of the plan must provide documentation that the plan has been formally adopted.

The Hazard Mitigation Plan is on file in the City Secretary's office for Council review.

Fiscal Impact

None.

Staff/Board Recommending

Jay Parchman, Director of Emergency Management
Mike Kemp, Fire Chief

Attachments

Resolution - FEMA Region VI

RESOLUTION

WHEREAS, natural hazards in the County of Lubbock, Texas, historically have caused significant disasters with loss of life and property and natural resources damage; and

WHEREAS, Lubbock County sponsored a county-wide FEMA Hazard Mitigation Plan, and the City of Lubbock participated in the Hazard Mitigation Plan; and

WHEREAS, the Federal Disaster Mitigation Act of 2000 and Federal Emergency Management Agency (FEMA) requires communities to adopt a hazard mitigation action plan to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, FEMA requires that communities update hazard mitigation action plans every five years in order to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, the City of Lubbock through the hazard mitigation planning process, has assessed the City of Lubbock's potential risks and hazards and is committed to planning for a sustainable future and reducing the long-term consequences of natural and man-caused hazards; and

WHEREAS, the Lubbock County Hazard Mitigation Plan outlines a mitigation vision, goals and objectives; assesses risk from a range of hazards; and identifies risk reduction strategies and actions for hazards that threaten the planning area.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Lubbock County Hazard Mitigation Plan is adopted in its entirety;
2. The City of Lubbock will pursue available funding opportunities for implementation of the proposals designated therein, and will, upon receipt of such funding or other necessary resources, seek to implement the actions contained in the mitigation strategies;
3. The City of Lubbock vests with the City Council the responsibility, authority, and means to inform all parties of this action; assure that the Hazard Mitigation Plan will be reviewed at least annually; and that any needed adjustments will be presented to the City Council for consideration; and
4. The City of Lubbock agrees to take such other action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan and report on

progress as required by FEMA and the Texas Division of Emergency Management (TDEM).

PASSED by the City Council on _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Mike Kemp, Chief
Lubbock Fire Rescue

APPROVED AS TO FORM:



John C. Grace, Assistant City Attorney

S:\cityatt\CCDOCS\RES Hazard_Mitigation_Plan_2015.docx



Regular City Council Meeting

6. 1.

Meeting Date: 03/26/2015

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3116-H, a request of Hugo Reed and Associates, Inc., for Wee Care Educational Learning Center, for a zoning change from Garden Office (GO) to Apartment Medical (AM) on Tract L, Kelsey Park Addition, 13401 Quaker Avenue, Lubbock, Texas and consider an ordinance.

Item Summary

General comments:

This request is to rezone a GO tract to AM. The proposed project is a day care.

Adjacent land uses:

This tract is part of a strip of Garden Office bordering the Kelsey Park subdivision. There is vacant GO to the north, built single family to the east, and vacant single family to the south. Property to the west is farm land and lies outside the current City limits.

Comprehensive Land Use Plan (CLUP):

The request is consistent with the CLUP as a buffer district.

Zoning Policy:

The AM district is a buffer district like GO. AM is also similar in density and intensity as compared to GO and should not be a detriment to the adjacent neighborhood.

Effect on the adjacent street and thoroughfare system:

Overall, there should be little to no effect on the thoroughfare system. Quaker is not currently built as a full T-2 (seven lanes) thoroughfare at this time so any development, including single family, will have a minor impact on the street. The Thoroughfare Plan does indicate Quaker will be a seven lane thoroughfare when it is needed.

Recommendations:

On March 5, 2015, the Planning & Zoning (P&Z) Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3116-H

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. 3116-II**; A ZONING CHANGE FROM **GO** TO **AM** ZONING DISTRICT ON **TRACT L, KELSEY PARK ADDITION, LUBBOCK, TEXAS**; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3116-H

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **GO** to **AM** zoning district on **Tract L, Kelsey Park Addition, City of Lubbock, Lubbock County, Texas, located at 13401 Quaker Avenue.**

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



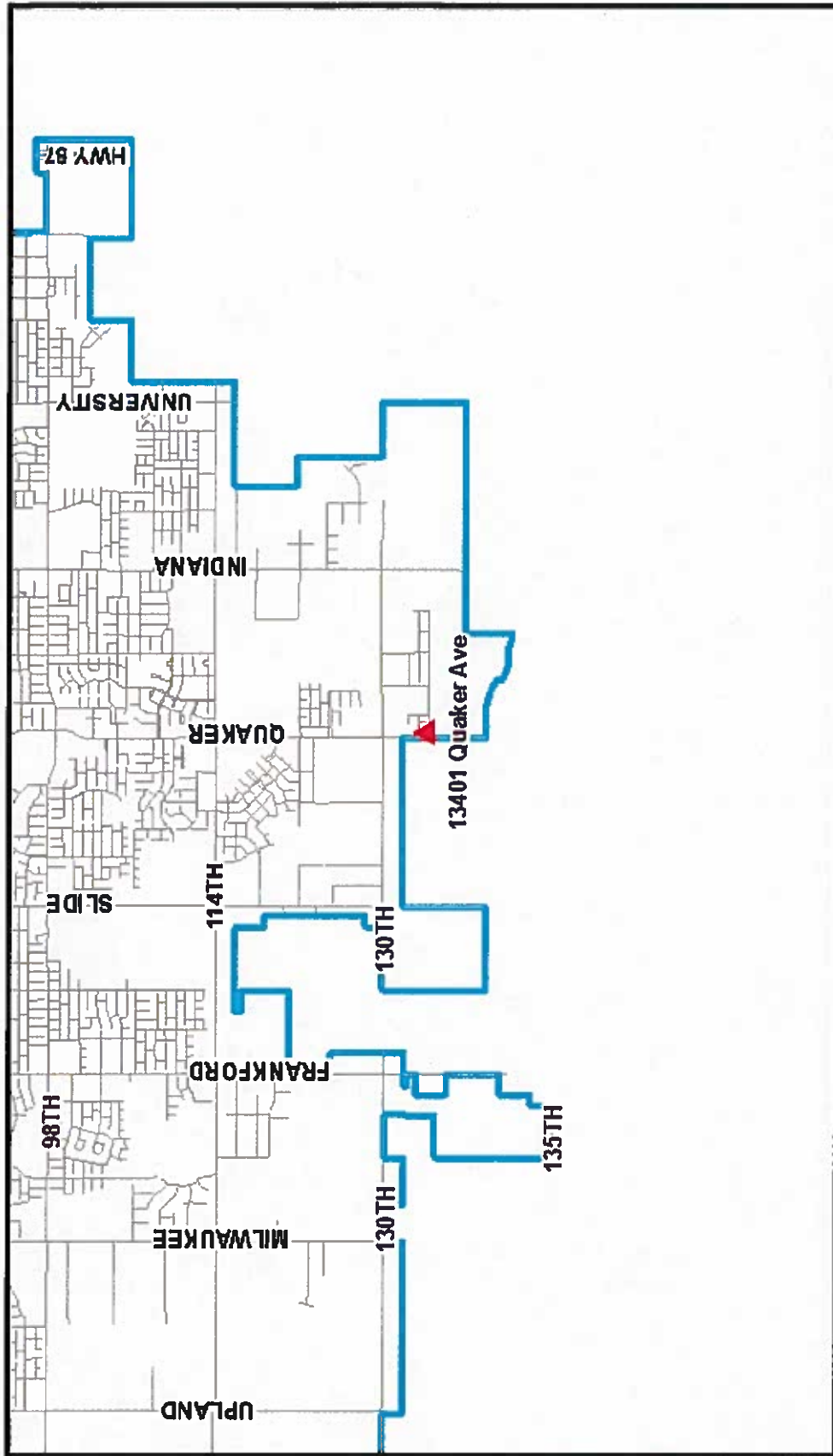
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

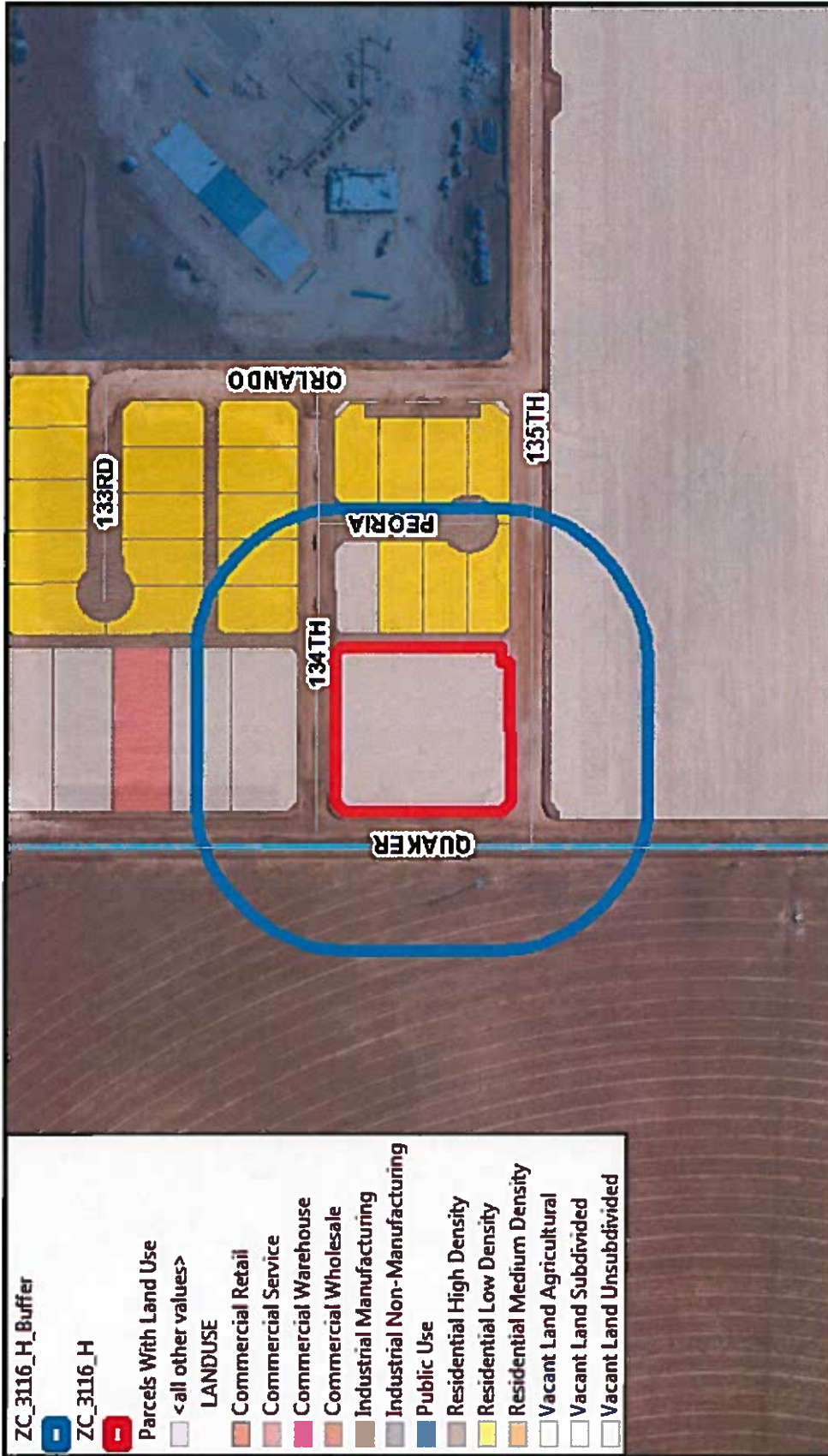


Chad Weaver, City Attorney

vw/cityatt/Chad/ZoneCase/ZC3116-H
March 5, 2015

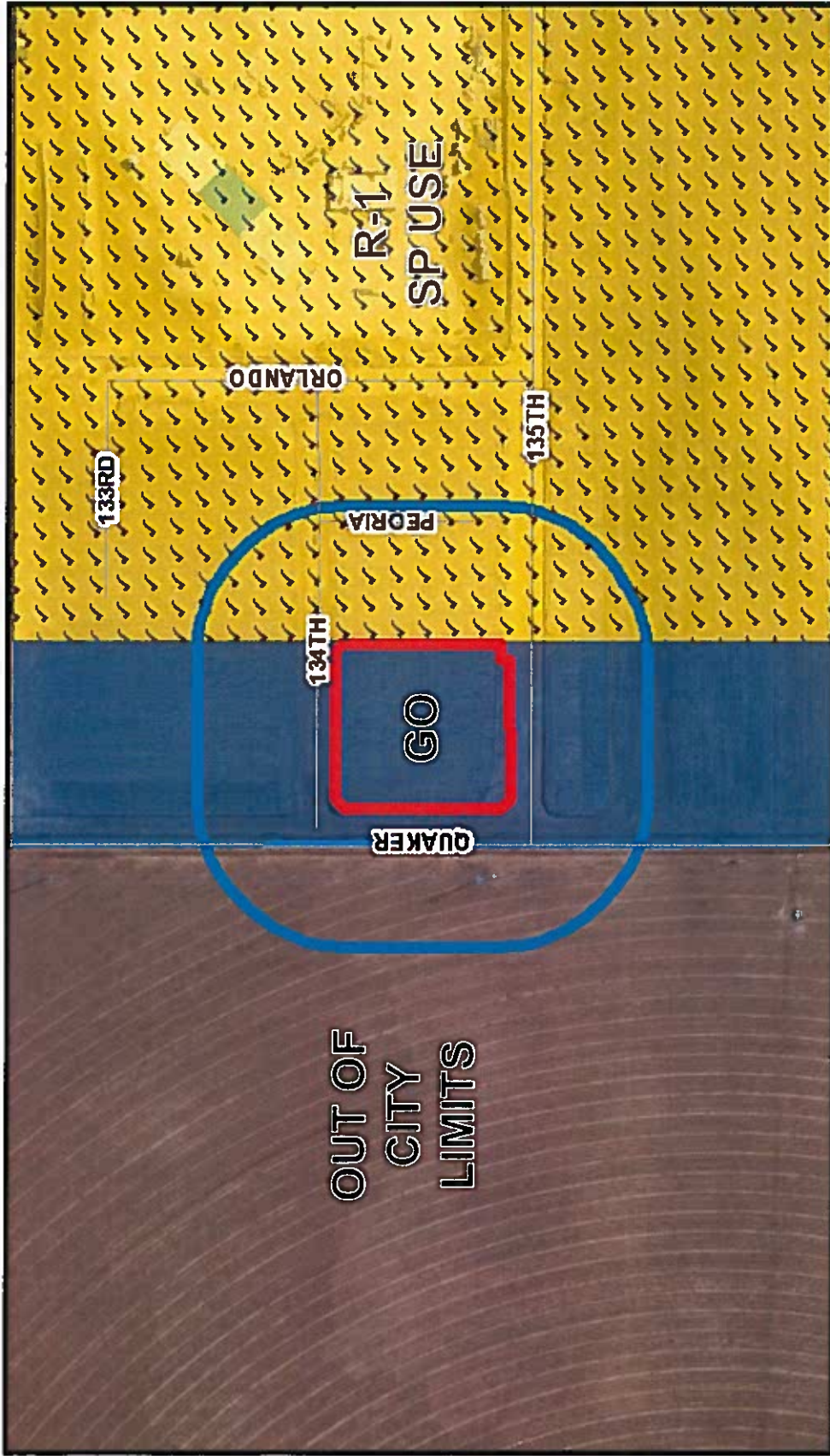


P.Z.C. Case 3116-H



P.Z.C. Case 3116-H

Request of Hugo Reed and Associates, Inc. (for Wee Care Educational Learning Center) for a zoning change from GO to AM, 13401 Quaker Avenue



P.Z.C. Case 3116-H Zoning



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Hugo Reed and Associates, Inc.
1601 Avenue N
Street/Post Office Box
Lubbock, Texas 79401
City State Zip
(806) 763-5642
Telephone

For Wee Care Educational Learning Center
4801 122nd Street
Street/Post Office Box
Lubbock TX 79424
City State Zip
(806) 778-6449
Telephone

Location or Address: 135th Street and Quaker Avenue

Legal Description: Tract "L" Kelsey Park

Existing Land Use: Vacant Existing Zoning: GO

Acreage or Square Footage of Property: 1.52 Acres

Zoning Requested: AM

Proposed Development: Day Care

If property is not subdivided, will preliminary plat be submitted? Yes No X

Terry Holmes
Applicant's Signature

February 5, 2015
Date

Filing Fee: \$478.00 (Hugo Reed # 24226)
(\$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: 95845 MAP 70

Zone Case No.: 3116-H

Agenda No.:

Request for zoning change from: GO

To: AM

on Lot(s): Tract L

Block(s):

Subdivision: Kelsey Park

Address: 13401 Quaker Ave

SR



PROPOSED AM
 ZONING LOCATED IN
 SECTION 4, BLOCK AK



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.: 3116-H

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
MAR 02 REC'D
PLANNING DEPARTMENT

Print Name Rex Robertson
Signature: [Handwritten Signature]
Address: 17103 Preston Road Dallas, TX 75248
Address of Property Owned: Kelsey Park



Regular City Council Meeting

6. 2.

Meeting Date: 03/26/2015

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3249, a request of JDMA, Inc., for Scoggin Dickey Dealership, for a zoning change from Transitional (T) to Interstate Highway Commercial (IHC) on 4.32 acres of unplatted land out of Block JS, Section 9, northeast corner of West Loop 289 and 19th Street, Lubbock, Texas and consider an ordinance.

Item Summary

General comments:

The request is to zone to IHC an area of TxDOT right-of-way previously zoned as T.

Adjacent land uses:

N: (C-3) Scoggin Dickey Dealership

S: (C-3) Yates Flooring, and right-of-way

E: (C-3) Academy Sports/ Resthaven Funeral Chapel

W: (T) West Loop 289

Comprehensive Land Use Plan (CLUP):

The request is consistent with the CLUP.

Zoning Policy:

Since the introduction of the Interstate Highway (IH) districts, IHC, has often been used along zone cases with loop frontage. Major points of entry into a City should be developed carefully and should present the most aesthetically pleasing designs along with permitting uses which will not be detrimental to the City.

IHC provides 75% masonry

Architecturally decorative roofs

Loading Docks must not face interstate or highway

No truck/trailer parking in front of the building

Hidden utilities

No outdoor storage

10% landscaping along corridor

Purpose of IHC: The purpose of this district is to provide for quality commercial office, retail and wholesale uses which serve a City-wide or regional area. Such uses require careful consideration when adjacent to residential areas.

Effect on the adjacent street and thoroughfare system:

None, the zone change is located along a major expressway with sufficient access.

Recommendations:

On March 5, 2015, the Planning & Zoning (P&Z) Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3249

Zone Case 3249

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. 3249**; A ZONING CHANGE FROM T TO IHC ZONING DISTRICT ON **4.32 ACRES OF UNPLATTED LAND OUT OF BLOCK JS, SECTION 9, LUBBOCK, TEXAS**; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3249

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from T to IHC zoning district on **4.32 acres of unplatted land out of Block JS, Section 9, City of Lubbock, Lubbock County, Texas, located at northeast corner of West Loop 289 and 19th Street.**

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars

(\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



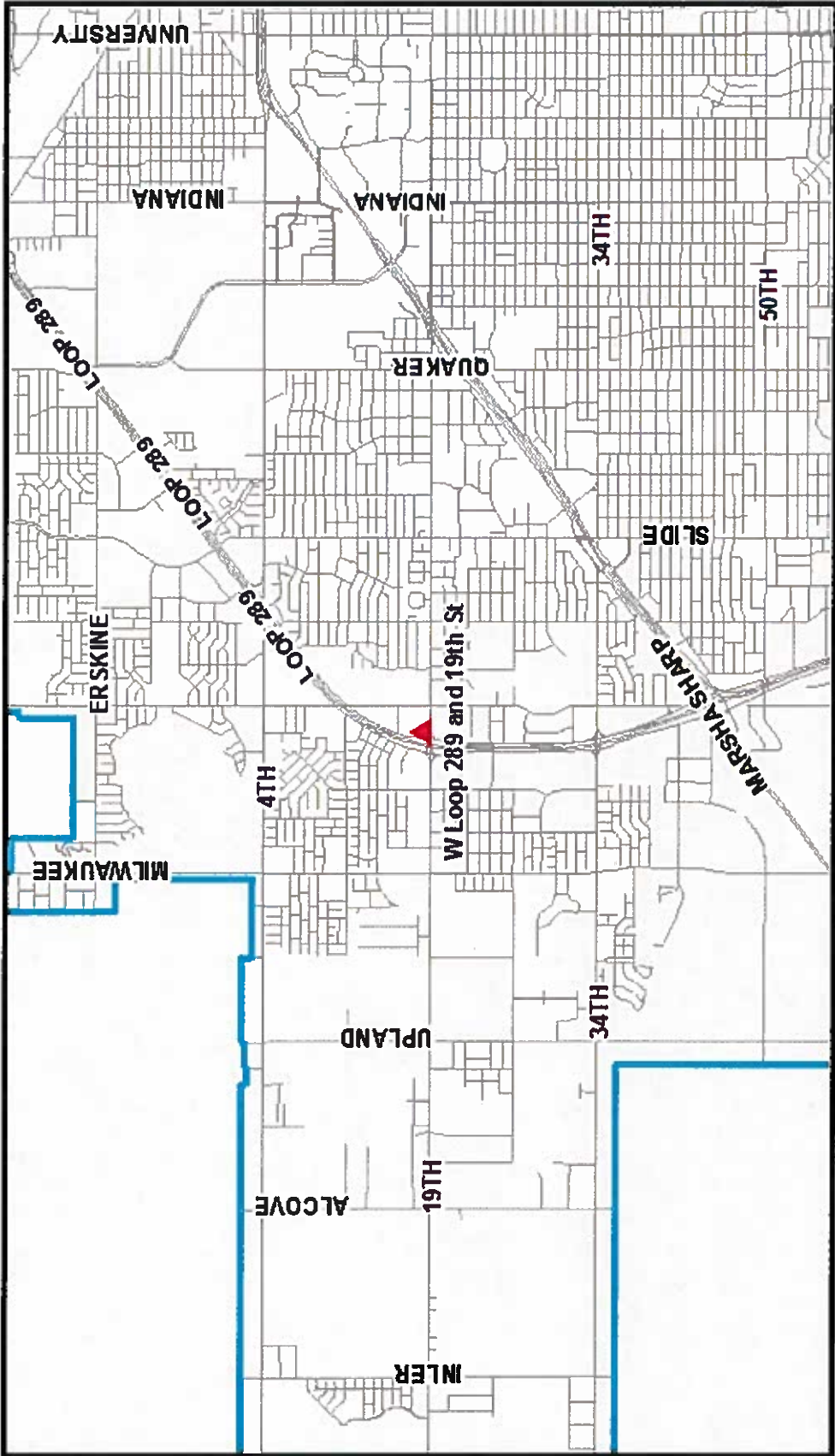
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

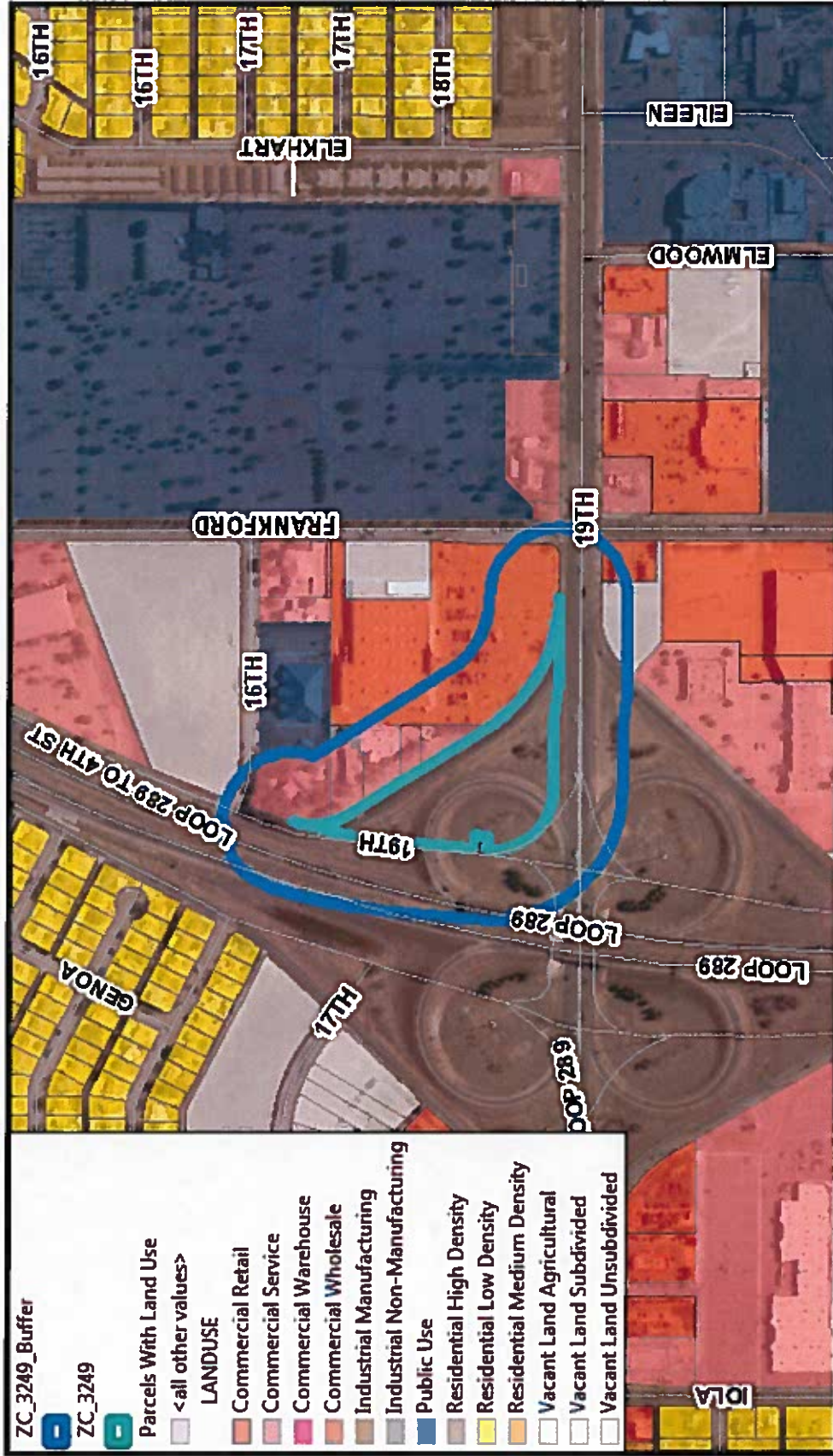


Chad Weaver, City Attorney

vw/cityatt/Chad/ZoneCase/ZC3249
March 5, 2015

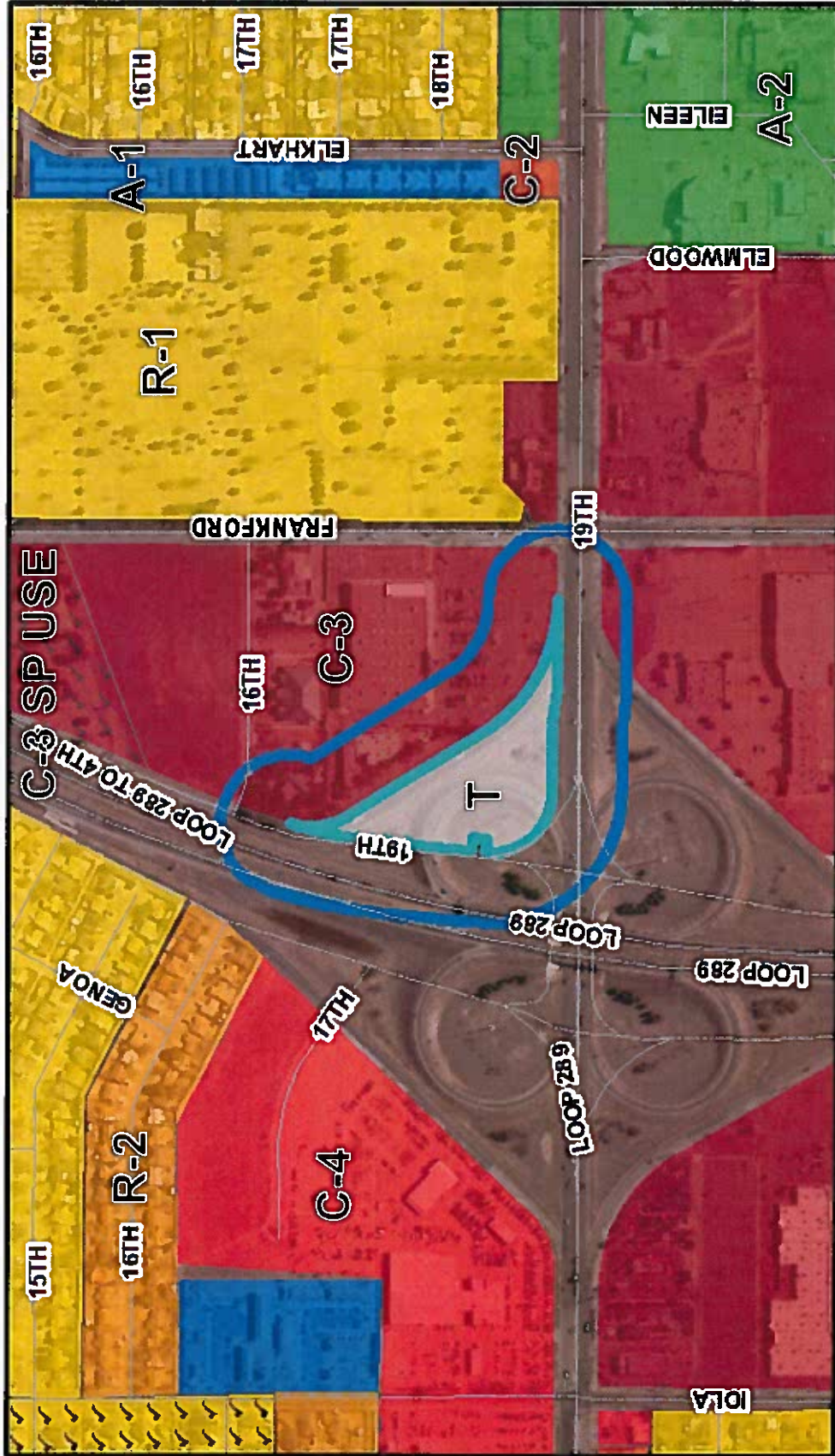


P.Z.C. Case 3249

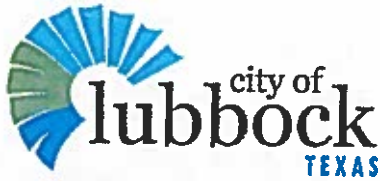


P.Z.C. Case 3249

Request of JDMA, Inc. (for Scoggin Dickey Dealership) for a zoning change from T to IHC, northeast corner of West Loop 289 and 19th Street



P.Z.C. Case 3249 Zoning



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print)

JDMA Inc
1402 Ave N
Lubbock TX 79401
(806) 744-44

For

Scoggin Dickey Dealership
5901 Spur 327
Lubbock TX 79424
(806) 589-0021

Location or Address:

NE CORNER LOOP 289 AND 19TH

Legal Description:*

METS AND FORMER (ATTACHED)

Existing Land Use:

NA

Existing Zoning:

NA

Acreage or Square Footage of Property:

4.323 A

Zoning Requested:

IHC

Proposed Development:

Auto Sales

If property is not subdivided, will preliminary plat be submitted?

Yes No [checked]

Applicant's Signature

Date

Filing Fee:

487.00
(\$475.00 for the first acre; \$3.00 for each additional acre; \$165 for Non-Profit)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only

m+B

Mar 23

Zone Case No.:

3249

Agenda No.:

Request for zoning change from:

T

To:

IHC

4.32 acres of unplatted land out of Block JS Section 9

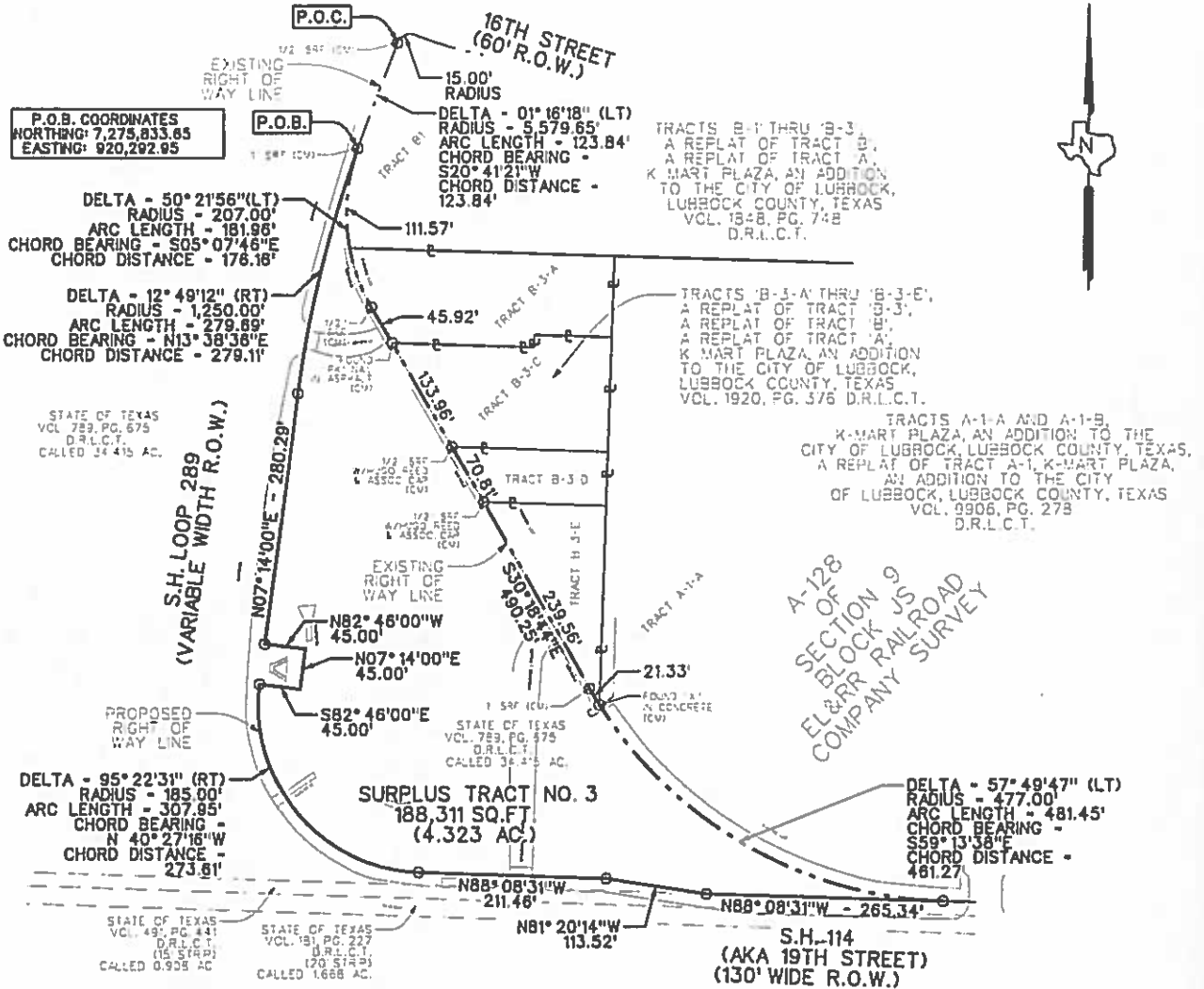
on Lot(s):

Block(s):

Subdivision:

NE corner of
Address: W Loop 289 and 19th St

[Handwritten mark]



P.O.B. COORDINATES
NORTHING: 7,275,833.65
EASTING: 920,292.95

DELTA - 50° 21' 56" (LT)
RADIUS - 207.00'
ARC LENGTH - 181.98'
CHORD BEARING - S05° 07' 46" E
CHORD DISTANCE - 176.18'

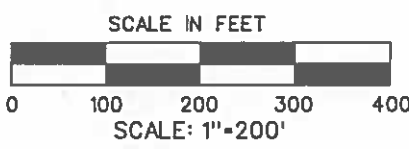
DELTA - 12° 49' 12" (RT)
RADIUS - 1,250.00'
ARC LENGTH - 279.89'
CHORD BEARING - N13° 38' 36" E
CHORD DISTANCE - 279.11'

STATE OF TEXAS
VOL. 789, PG. 575
D.R.L.C.T.
CALLED 34.415 AC.

S.H. LOOP 289
(VARIABLE WIDTH R.O.W.)

SURPLUS TRACT NO. 3
188,311 SQ.FT.
(4.323 AC.)

A-128
SECTION 9
BLOCK 95
EL&RR RAILROAD
COMPANY SURVEY



LEGEND

- PROPOSED ROW LINE
- EXISTING ROW LINE
- PROPERTY LINE
- COUNTY LINE
- DENIAL OF ACCESS LINE
- SURVEY LINE
- FENCE LINE
- CITY LIMITS
- EASEMENTS
- RAILROAD
- STRUCTURES

○ 1/2" SRS W/YELLOW CAP STAMPED AZB
(UNLESS OTHERWISE NOTED)

- SRS - STEEL ROD SET
- SPF - STEEL PIPE FOUND
- SRF - STEEL ROD FOUND
- P.O.C. - POINT OF COMMENCING
- P.O.B. - POINT OF BEGINNING

A PLAT OF A SURVEY OF
SURPLUS TRACT NO. 3
FOR LOOP 289 & 19TH STREET
R.O.W. CSJ: 0783-02-087
188,311 SQ.FT. [4.323 AC.]
TRACT OF LAND IN THE
EL&RR SURVEY
ABSTRACT NUMBER 128
CITY OF LUBBOCK
LUBBOCK COUNTY, TEXAS
NOVEMBER 10, 2014

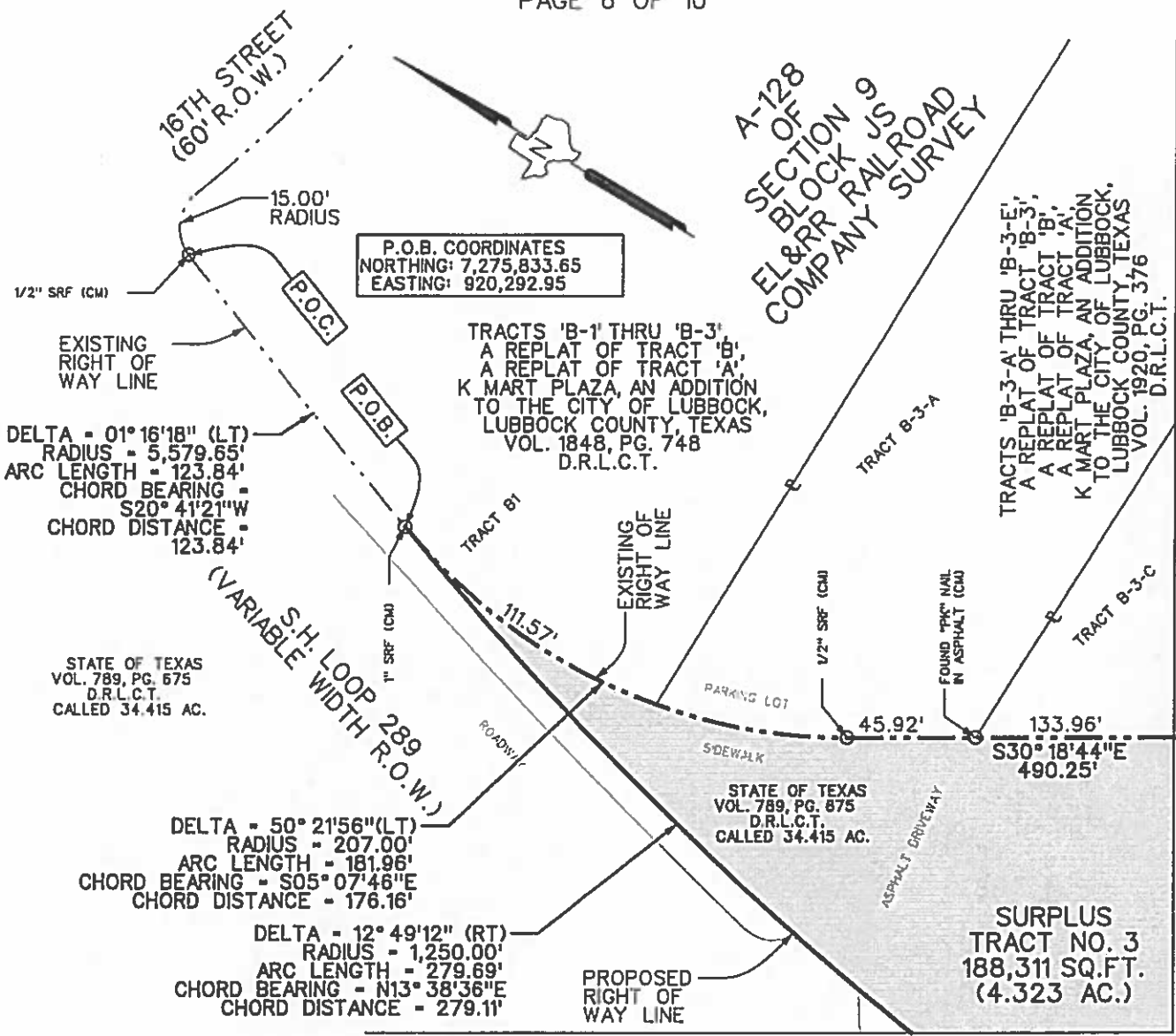
S:\1\del_N9_2012\2401Z\002_LOOP_289_e_19TH_LUBBOCK\DCN\done\NAME_PARCEL_OVERALL.dgn 11/25/2014

A-128
SECTION 9
BLOCK JSJ
EL&RR RAILROAD
COMPANY SURVEY

P.O.B. COORDINATES
NORTHING: 7,275,833.65
EASTING: 920,292.95

TRACTS 'B-1' THRU 'B-3'
A REPLAT OF TRACT 'B',
A REPLAT OF TRACT 'A',
K MART PLAZA, AN ADDITION
TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS
VOL. 1848, PG. 748
D.R.L.C.T.

TRACTS 'B-3-A' THRU 'B-3-E',
A REPLAT OF TRACT 'B-3',
A REPLAT OF TRACT 'B',
A REPLAT OF TRACT 'A',
K MART PLAZA, AN ADDITION
TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS
VOL. 1920, PG. 376
D.R.L.C.T.



DELTA = 01° 16' 18" (LT)
RADIUS = 5,579.65'
ARC LENGTH = 123.84'
CHORD BEARING = S20° 41' 21" W
CHORD DISTANCE = 123.84'

STATE OF TEXAS
VOL. 789, PG. 675
D.R.L.C.T.
CALLED 34.415 AC.

DELTA = 50° 21' 56" (LT)
RADIUS = 207.00'
ARC LENGTH = 181.96'
CHORD BEARING = S05° 07' 46" E
CHORD DISTANCE = 176.16'

DELTA = 12° 49' 12" (RT)
RADIUS = 1,250.00'
ARC LENGTH = 279.69'
CHORD BEARING = N13° 38' 36" E
CHORD DISTANCE = 279.11'

STATE OF TEXAS
VOL. 789, PG. 675
D.R.L.C.T.
CALLED 34.415 AC.

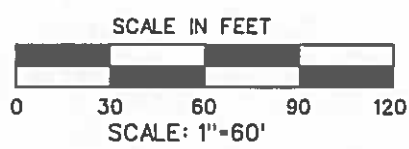
SURPLUS
TRACT NO. 3
188,311 SQ.FT.
(4.323 AC.)

SEE SHEET 10 OF 10

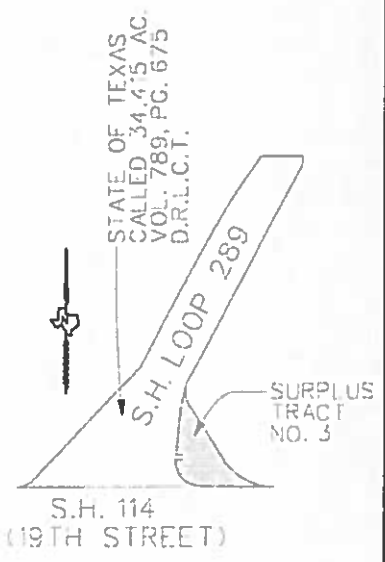
SEE SHEET 7 OF 10

LEGEND

- PROPOSED ROW LINE
- EXISTING ROW LINE
- PROPERTY LINE
- COUNTY LINE
- DENIAL OF ACCESS LINE
- SURVEY LINE
- FENCE LINE
- CITY LIMITS
- EASEMENTS
- RAILROAD
- STRUCTURES



A PLAT OF A SURVEY OF
SURPLUS TRACT NO. 3
FOR LOOP 289 & 19TH STREET
R.O.W. CSJ: 0783-02-087
188,311 SQ.FT. [4.323 AC.]
TRACT OF LAND IN THE
EL&RR SURVEY
ABSTRACT NUMBER 128
CITY OF LUBBOCK
LUBBOCK COUNTY, TEXAS
NOVEMBER 10, 2014



S:\7-Dat.-NR. 2612\21017.002 LOOP 289 & 19TH LUBBOCK\Draw\dom\NE PARCEL PAGE 1.dwg

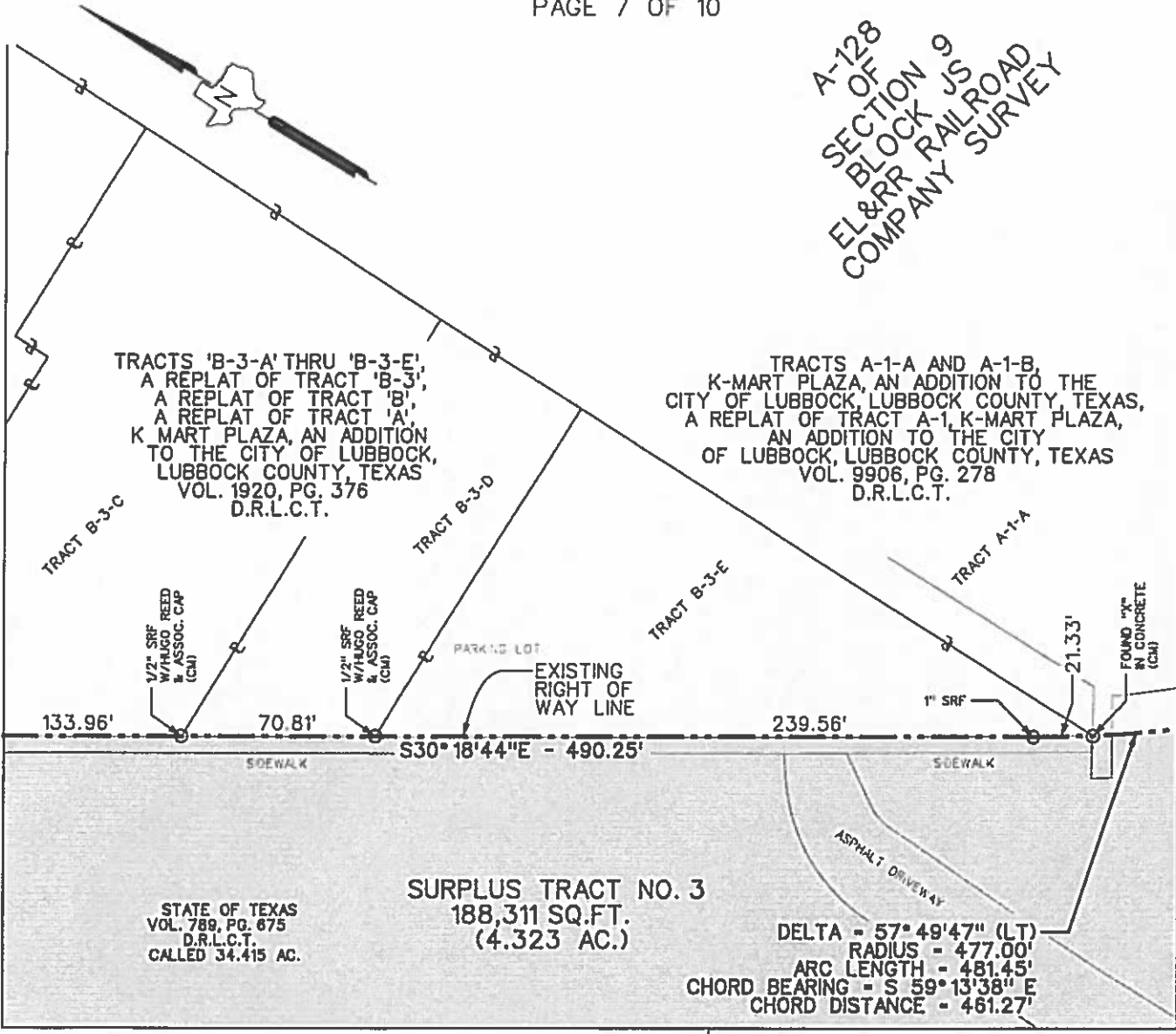
A-128
SECTION 9
BLOCK 9
EL&RR RAILROAD
COMPANY SURVEY

SEE SHEET 6 OF 10

SEE SHEET 8 OF 10

TRACTS 'B-3-A' THRU 'B-3-E',
A REPLAT OF TRACT 'B-3',
A REPLAT OF TRACT 'B',
A REPLAT OF TRACT 'A',
K MART PLAZA, AN ADDITION
TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS
VOL. 1920, PG. 376
D.R.L.C.T.

TRACTS A-1-A AND A-1-B,
K-MART PLAZA, AN ADDITION TO THE
CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS,
A REPLAT OF TRACT A-1, K-MART PLAZA,
AN ADDITION TO THE CITY
OF LUBBOCK, LUBBOCK COUNTY, TEXAS
VOL. 9906, PG. 278
D.R.L.C.T.



STATE OF TEXAS
VOL. 789, PG. 875
D.R.L.C.T.
CALLED 34.415 AC.

SURPLUS TRACT NO. 3
188,311 SQ.FT.
(4.323 AC.)

DELTA = 57°49'47" (LT)
RADIUS = 477.00'
ARC LENGTH = 481.45'
CHORD BEARING = S 59°13'38" E
CHORD DISTANCE = 461.27'

SEE SHEET 10 OF 10

SEE SHEET 9 OF 10

SCALE IN FEET



SCALE: 1"=60'

LEGEND

- PROPOSED ROW LINE
- EXISTING ROW LINE
- PROPERTY LINE
- COUNTY LINE
- DENIAL OF ACCESS LINE
- SURVEY LINE
- FENCE LINE
- CITY LIMITS
- EASEMENTS
- RAILROAD
- STRUCTURES

○ 1/2" SRS W/YELLOW CAP STAMPED AZB
(UNLESS OTHERWISE NOTED)

- SRS - STEEL ROD SET
- GPF - STEEL PIPE FOUND
- GRF - STEEL ROD FOUND
- P.O.C. - POINT OF COMMENCING
- P.O.B. - POINT OF BEGINNING

A PLAT OF A SURVEY OF
SURPLUS TRACT NO. 3
FOR LOOP 289 & 19TH STREET
R.O.W. CSJ: 0783-02-087
188,311 SQ.FT. [4.323 AC.]
TRACT OF LAND IN THE
EL&RR SURVEY
ABSTRACT NUMBER 128
CITY OF LUBBOCK
LUBBOCK COUNTY, TEXAS
NOVEMBER 10, 2014

S:\17\Del.NR_2012\14017 002 LOOP 289 & 19TH LUBBOCK\Draw\done\NSF PARCEL PAGE 2.dwg
11/21/2014

A-128
OF
SECTION 9
BLOCK 95
EL & RR RAILROAD
COMPANY SURVEY

TRACTS A-1-A AND A-1-B,
K-MART PLAZA, AN ADDITION TO THE
CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS,
A REPLAT OF TRACT A-1, K-MART PLAZA,
AN ADDITION TO THE CITY
OF LUBBOCK, LUBBOCK COUNTY, TEXAS
VOL. 9906, PG. 278
D.R.L.C.T.

(AKA S.H. 114
19TH STREET)
(130' WIDE R.O.W.)

STATE OF TEXAS
VOL. 491, PG. 441
D.R.L.C.T.
(15' STRIP)
CALLED 0.908 AC.

STATE OF TEXAS
VOL. 181, PG. 227
D.R.L.C.T.
CALLED 1.668 AC.
(20' STRIP)

TRACT A-1-A PARKING LOT

EXISTING
RIGHT OF
WAY LINE

DELTA = 57° 49' 47" (LT)
RADIUS = 477.00'
ARC LENGTH = 481.45'
CHORD BEARING = S59° 13' 38" E
CHORD DISTANCE = 461.27'

STATE OF TEXAS
VOL. 789, PG. 875
D.R.L.C.T.
CALLED 34.415 AC.

PROPOSED
RIGHT OF
WAY LINE

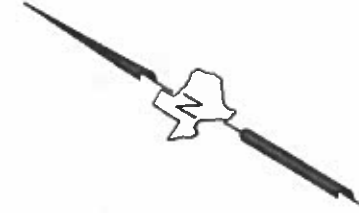
SURPLUS TRACT NO. 3
188,311 SQ.FT.
(4.323 AC.)

N88° 08' 31" W
211.46'

N87° 20' 14" W
113.52'

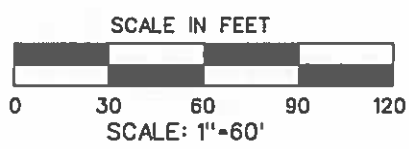
N88° 08' 31" W
265.34'

ROADWAY



SEE SHEET 7 OF 10

SEE SHEET 9 OF 10



LEGEND

PROPOSED ROW LINE	
EXISTING ROW LINE	
PROPERTY LINE	
COUNTY LINE	
DENIAL OF ACCESS LINE	
SURVEY LINE	
FENCE LINE	
CITY LIMITS	
EASEMENTS	
RAILROAD	
STRUCTURES	

- ⊙ 1/2" SRS W/YELLOW CAP STAMPED AZB (UNLESS OTHERWISE NOTED)
- SRS - STEEL ROD SET
- SPF - STEEL PIPE FOUND
- SRF - STEEL ROD FOUND
- P.O.C. - POINT OF COMMENCING
- P.O.B. - POINT OF BEGINNING

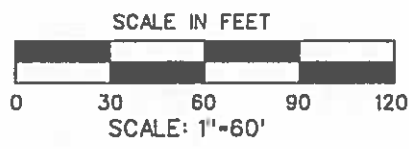
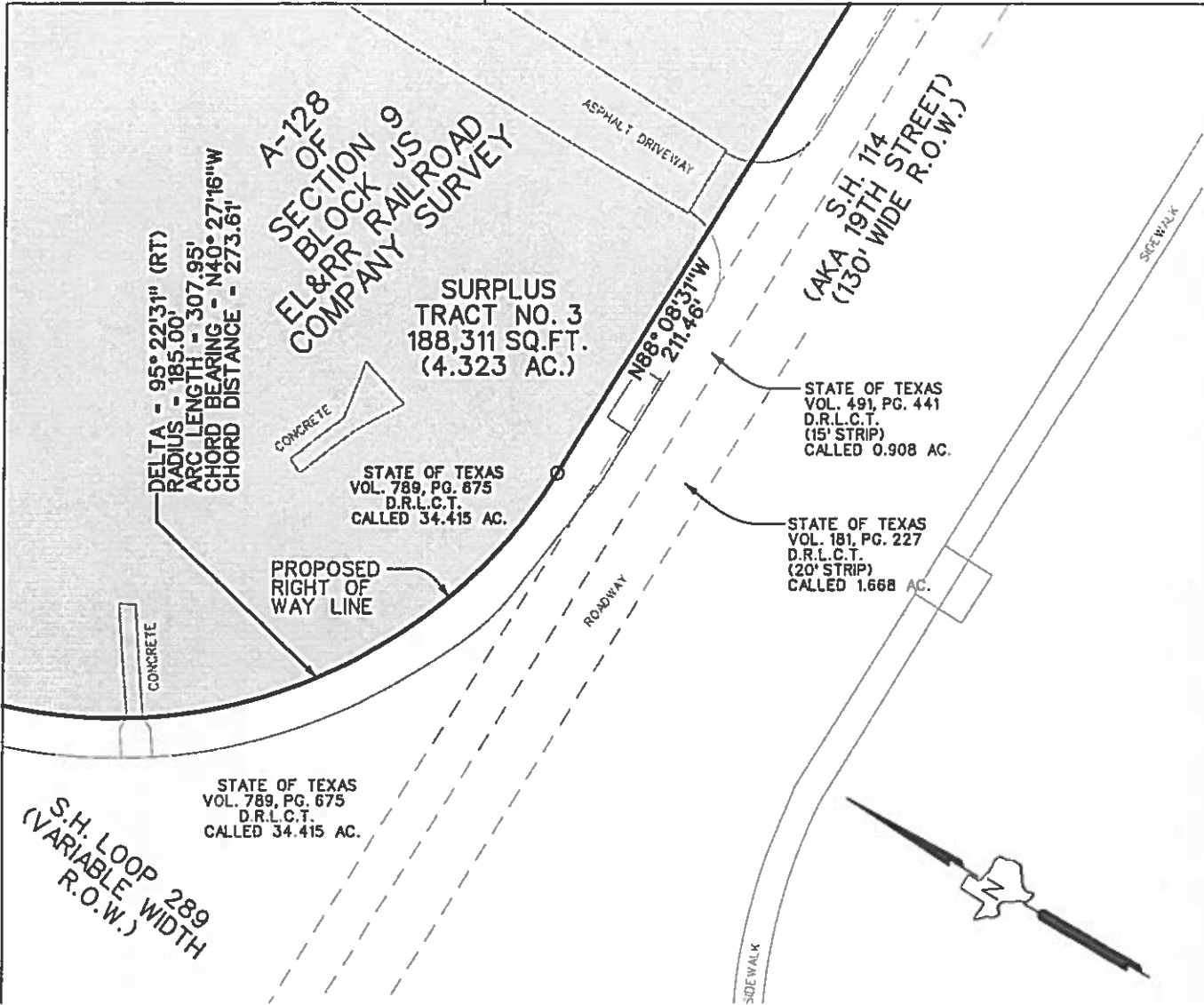
A PLAT OF A SURVEY OF
SURPLUS TRACT NO. 3
FOR LOOP 289 & 19TH STREET
R.O.W. CSJ: 0783-02-087
188,311 SQ.FT. [4.323 AC.]
TRACT OF LAND IN THE
EL&RR SURVEY
ABSTRACT NUMBER 128
CITY OF LUBBOCK
LUBBOCK COUNTY, TEXAS
NOVEMBER 10, 2014

S:\7-Dot_Nr_2012\71017.002 LOOP 289 & 19TH LUBBOCK\Dem\demu\NE PARCEL PAGE 3.dwg

SEE SHEET 7 OF 10

SEE SHEET 8 OF 10

SEE SHEET 10 OF 10



LEGEND

PROPOSED ROW LINE	— — — — —
EXISTING ROW LINE	— — — — —
PROPERTY LINE	— — — — —
COUNTY LINE	— — — — —
DENIAL OF ACCESS LINE	— — — — —
SURVEY LINE	— — — — —
FENCE LINE	— — — — —
CITY LIMITS	— — — — —
EASEMENTS	— — — — —
RAILROAD	— — — — —
STRUCTURES	— — — — —

○ 1/2" SRS W/YELLOW CAP STAMPED AZB
(UNLESS OTHERWISE NOTED)

SRS • STEEL ROD SET
SPP • STEEL PIPE FOUND
SRR • STEEL ROD FOUND
P.O.C. • POINT OF COMMENCING
P.O.B. • POINT OF BEGINNING

A PLAT OF A SURVEY OF
SURPLUS TRACT NO. 3
FOR LOOP 289 & 19TH STREET
R.O.W. CSJ: 0783-02-087
188,311 SQ.FT. [4.323 AC.]
TRACT OF LAND IN THE
EL&RR SURVEY
ABSTRACT NUMBER 128
CITY OF LUBBOCK
LUBBOCK COUNTY, TEXAS
NOVEMBER 10, 2014

SEE SHEET 6 OF 10

STATE OF TEXAS
VOL. 789, PG. 675
D.R.L.C.T.
CALLED 34.415 AC.

SURPLUS TRACT NO. 3
188,311 SQ.FT.
(4.323 AC.)

DELTA - 12° 49' 12" (RT)
RADIUS - 1,250.00'
ARC LENGTH - 279.69'
CHORD BEARING - N13° 38' 36" E
CHORD DISTANCE - 279.11'

S.H. LOOP 289
(VARIABLE WIDTH R.O.W.)

PROPOSED
RIGHT OF
WAY LINE

N82° 46' 00" W - 45.00'

N07° 14' 00" E - 45.00'

S82° 46' 00" E - 45.00'

A-128
SECTION 9
EL & RR RAILROAD
COMPANY SURVEY

STATE OF TEXAS
VOL. 789, PG. 675
D.R.L.C.T.
CALLED 34.415 AC.

DELTA - 95° 22' 31" (RT)
RADIUS - 185.00'
ARC LENGTH - 307.95'
CHORD BEARING - N 40° 27' 16" W
CHORD DISTANCE - 273.61'

SEE SHEET 9 OF 10

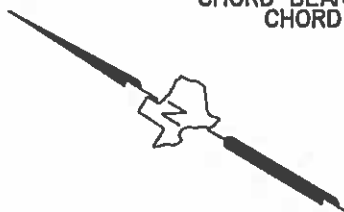
NOTES:

1. BASIS OF BEARINGS IS THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM 1983 (N.A.D. 83) AS DETERMINED BY GPS OBSERVATIONS USING THE TxDOT GPS/VRS NETWORK, ADJUSTED TO SURFACE, WITH A GRID TO SURFACE ADJUSTMENT FACTOR OF 1.00011 (LUBBOCK COUNTY).

2. ALL COORDINATES SHOWN ARE SURFACE.

3. CONTROL MONUMENTS USED FOR BOUNDARY SOLUTIONS ARE NOTED AS (CM) FOR CONTROLLING MONUMENT.

4. A FIELD NOTE DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT.



SCALE IN FEET



SCALE: 1"=60'

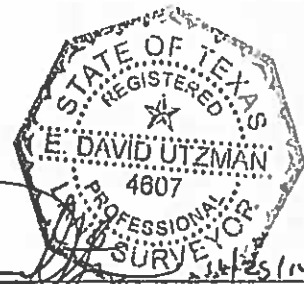
LEGEND

PROPOSED ROW LINE	—————
EXISTING ROW LINE	- - - - -
PROPERTY LINE	—————
COUNTY LINE	—————
DENIAL OF ACCESS LINE	—————
SURVEY LINE	—————
FENCE LINE	—————
CITY LIMITS	—————
EASEMENTS	—————
RAILROAD	—————
STRUCTURES	—————

⊙ 1/2" SRS W/YELLOW CAP STAMPED AZB
(UNLESS OTHERWISE NOTED)

SRS - STEEL ROD SET
SPF - STEEL PIPE FOUND
SRF - STEEL ROD FOUND
P.O.C. - POINT OF COMMENCING
P.O.B. - POINT OF BEGINNING

A PLAT OF A SURVEY OF
SURPLUS TRACT NO. 3
FOR LOOP 289 & 19TH STREET
R.O.W. CSJ: 0783-02-087
188,311 SQ.FT. [4.323 AC.]
TRACT OF LAND IN THE
EL&RR SURVEY
ABSTRACT NUMBER 128
CITY OF LUBBOCK
LUBBOCK COUNTY, TEXAS
NOVEMBER 10, 2014



E. DAVID UTZMAN R.P.S. No. 4807 DATE 11/25/14

S:\17\dot1_NR_2012\214317_002_1.DWG 280 e 19TH LUBBOCK\Dim\dwg\AVE_PARCEL_PAG10_5.dwg

EXHIBIT "A"

Page 1 of 10

County: Lubbock

November 10, 2014

Highway: STATE HIGHWAY LOOP 289 & STATE HIGHWAY 114 (19TH STREET)

R.O.W. CSJ: 0783-02-087

Description for Surplus Tract No. 3

BEING 188,311 square feet tract of land, more or less, in the EL&RR Railroad Survey, Abstract Number 128, in Section 9, Block JS, of said Survey, City of Lubbock, Lubbock County, Texas, and being part of that certain called 34.415 acre tract of land described by deed to The State of Texas, as recorded in Volume 789, Page 675, Deed Records of Lubbock County, Texas, said 188,311 square feet of land being more particularly described by the metes and bounds as follows:

COMMENCING at a 1/2 inch steel rod (controlling monument) found in the curved westerly line of Tract B1, as depicted on an addition entitled "Tract 'B-1' Thru 'B-3', A Replat Of Tract 'B', A Replat Of Tract 'A', K Mart Plaza, An Addition To The City of Lubbock, Lubbock County, Texas" as recorded in Volume 1848, Page 748, of said Deed Records, being the southern end of a curve with a radius of 15.00 feet connecting the southern right of way line of 16th Street (60' right of way) and the easterly right of way line of State Highway Loop 289 (a variable width right of way), the easterly line of said 34.415 acre tract of land, said commencing point being the beginning of a curve to the left, the radius point of said curve bears South 68 degrees 40 minutes 30 seconds East, a distance of 5,579.65 feet;

THENCE Southwardly, along the existing easterly right of way line of State Highway Loop 289, the easterly line of said 34.415 acre tract of land, the west line of said Tract B-1, and along said curve to the left with a central angle of 01 degrees 16 minutes 18 seconds, a radius 5,579.65 feet, an arc length of 123.84 feet, the chord of said curve bears South 20 degrees 41 minutes 21 seconds West, a distance of 123.84 feet to a 1 inch steel rod (controlling monument) found for the **POINT OF BEGINNING** (surface coordinate North 7,275,833.65, East 920,292.95), the beginning of a tangent compound curve to the left, the radius point of said curve bears South 69 degrees 56 minutes 48 seconds East, a distance of 207.00 feet, being in the existing easterly right of way line of State Highway Loop 289,

1) **THENCE** Southwardly, continuing along said easterly right of way line of State Highway Loop 289, the common easterly line of said 34.415 acre tract of land, the west line of said Tract B-1, and along said tangent compound curve to the left with a central angle of 50 degrees 21 minutes 56 seconds, a radius of 207.00 feet, passing at an arc distance of 111.57 feet the common southwest corner of said Tract B-1 and the northwest corner of Tract B-3-A, as depicted on an addition entitled "Tracts 'B-3-A' Thru 'B-3-E', A Replat Of Tract 'B-3', A Replat Of Tract 'B', A Replat Of Tract 'A', K Mart Plaza, An Addition to The City Of Lubbock, Lubbock County, Texas" as recorded in Volume 1920, Page 376 of said Deed Records, continuing along said existing easterly right of way line of State Highway Loop 289, the common easterly line of said 34.415 acre tract of land and the west line of said Tract B-3-

EXHIBIT "A"

County: Lubbock

November 10, 2014

Highway: STATE HIGHWAY LOOP 289 & STATE HIGHWAY 114 (19TH STREET)

R.O.W. CSJ: 0783-02-087

Description for Surplus Tract No. 3

A, in all a total arc length of 181.96 feet, the chord of said curve bears South 05 degrees 07 minutes 46 seconds East, a distance of 176.16 feet to a 1/2 inch steel rod (controlling monument) found;

2) THENCE South 30 degrees 18 minutes 44 seconds East, along said existing easterly right of way line of State Highway Loop 289, the common easterly line of said 34.415 acre tract of land, and the westerly lines of Tracts B-3-A, B-3-C, B-3-D, B-3-E, as depicted said addition entitled "Tracts 'B-3-A' Thru 'B-3-E', A Replat Of Tract 'B-3', A Replat Of Tract 'B', A Replat Of Tract 'A', K Mart Plaza, An Addition to The City Of Lubbock, Lubbock County, Texas" the following passing calls;

- a. at a distance of 45.92 feet a "PK" in asphalt (controlling monument) found for the common southwest corner of said Tract B-3-A and the northwest corner of said Tract B-3-C,
- b. at a distance of 179.88 feet a 1/2" steel rod with yellow plastic cap marked "Hugo Reed & Associates" (controlling monument) found for the common southwest corner of said Tract B-3-C and the northwest corner of said Tract B-3-D,
- c. at a distance of 250.69 feet a 1/2 inch steel rod with yellow plastic cap marked "Hugo Reed & Associates" (controlling monument) found for the common southwest corner of said Tract B-3-D and the northwest corner of said Tract B-3-E,

in all a total distance of 490.25 feet to a 1 inch steel rod found for the beginning of a tangent curve to the left;

3) THENCE Southeastwardly, along said existing easterly right of way line of said State Highway Loop 289, the common easterly line of a said 34.415 acre tract of land and the west line of said Tract B-3-E and along said tangent curve to the left with a central angle 57 degrees 49 minutes 47 seconds, a radius of 477.00 feet, passing at an arc distance of 21.33 feet to an "X" in concrete (controlling monument) found for the south corner of said Tract B-3-E and the most westerly southwest corner of Tract A-1-A, as depicted on an addition entitled "Tracts A-1-A and A-1-B, K-Mart Plaza, An Addition To The City Of Lubbock, Lubbock County, Texas, A Replat Of Tract A-1, K-Mart Plaza, An Addition To The City Of Lubbock, Lubbock County, Texas" as recorded in Volume 9906, Page 278, of said Deed Records, continuing along said existing easterly right of way line of State Highway Loop 289, the easterly line of a said 34.415 acre tract of land and the southwest line of said Tract A-1-A, in all a total an arc length of 481.45 feet, the chord of said curve bears South 59 degrees 13 minutes 38 seconds East, a distance of 461.27 feet to a 1/2 inch steel rod with a yellow plastic cap marked "AZB" set at the southeast corner of said 34.415 acre tract of land

EXHIBIT "A"

Page 3 of 10

County: Lubbock

November 10, 2014

Highway: STATE HIGHWAY LOOP 289 & STATE HIGHWAY 114 (19TH STREET)

R.O.W. CSJ: 0783-02-087

Description for Surplus Tract No. 3

and most southerly southwest corner of said Tract A-1-A lying in the north line of a called 0.908 acre tract of land described to The State of Texas, as recorded in Volume 491, Page 441, of said Deed Records, being in the existing north right of way line of State Highway 114 (130' right of way);

- 4) THENCE North 88 degrees 08 minutes 31 seconds West, along said north right of way line of State Highway 114 and the south right of way line of State Highway Loop 289, (the common southerly line of said 34.415 acre tract of land and the north line of said 0.908 acre tract of land), a distance of 265.34 feet to a 1/2 inch steel rod with a yellow plastic cap marked "AZB" set;

THENCE, departing said north right of way line of State Highway 114 and said south right of way line of State Highway Loop 289, being the southerly line of said 34.415 acre tract of land and over and across said 34.415 acre tract of land, along the proposed northerly and easterly right of way line of State Highway Loop 289 the following eight (8) courses and distances;

- 5) North 81 degrees 20 minutes 14 seconds West, a distance of 113.52 feet to a 1/2 inch steel rod with a yellow plastic cap marked "AZB" set;
- 6) North 88 degrees 08 minutes 31 seconds West, a distance of 211.46 feet to a 1/2 inch steel rod with a yellow plastic cap marked "AZB" set for the beginning of a tangent curve to the right;
- 7) Northwestwardly along said tangent curve to the right with a central angle 95 degrees 22 minutes 31 seconds, a radius of 185.00 feet, an arc length of 307.95 feet the, chord of said curve bears North 40 degrees 27 minutes 16 seconds West, a distance of 273.61 feet to a 1/2 inch steel rod with a yellow plastic cap marked "AZB" set;
- 8) South 82 degrees 46 minutes 00 seconds East, a distance of 45.00 feet to a point;
- 9) North 07 degrees 14 minutes 00 seconds East, a distance of 45.00 feet to a point;
- 10) North 82 degrees 46 minutes 00 seconds West, a distance of 45.00 feet to a 1/2 inch steel rod with a yellow plastic cap marked "AZB" set;
- 11) North 07 degrees 14 minutes 00 seconds East, a distance of 280.29 feet to a 1/2 inch steel rod with a yellow plastic cap marked "AZB" set for the beginning of a tangent curve to the right;

EXHIBIT "A"

November 10, 2014

County: Lubbock

Highway: STATE HIGHWAY LOOP 289 & STATE HIGHWAY 114 (19TH STREET)

R.O.W. CSJ: 0783-02-087


Description for Surplus Tract No. 3

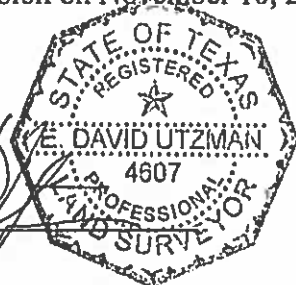
12) Northerly along said tangent curve to the right with a central angle 12 degrees 49 minutes 12 seconds, a radius of 1,250.00 feet, an arc length of 279.69 feet, the chord of said curve bears North 13 degrees 38 minutes 36 seconds East, a distance of 279.11 feet to the POINT OF BEGINNING and containing 188,311 square feet [4.323 Acres] of land, more or less.

Basis of Bearings is the Texas Coordinate System of 1983, Texas North Central Zone (4202) North American Datum 1983 (N.A.D. 83) as determined by GPS observations using the TxDOT VRS network. All coordinates listed are adjusted to surface, with a grid to surface adjustment factor of 1.00011 (Lubbock County).

A survey plat of even survey date herewith accompanies this field note description.

I, E. David Utzman, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this land description and attached plat accurately depict an actual survey made on the ground under my supervision on November 10, 2014.


E. David Utzman
Registered Profession
Texas No. 4607



11/26/14
Date



Regular City Council Meeting

6. 3.

Meeting Date: 03/26/2015

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3250, a request of Brandon Sanderson for a zoning change from Transitional (T) to Interstate Highway Industrial (IHI) on 5.14 acres of unplatted land out of Block AK, Section 30, 6601 Upland Avenue, Lubbock, Texas and consider an ordinance.

Item Summary

General comments:

The request is to zone a parcel along Marsh Sharp Freeway to IHI. This property sits behind the railroad line that fronts along what will be the next extension of Marsha Sharp Freeway construction. This property has been used for many years as a loading and unloading area for Badley Lumber Company. More recently, a rail spur has been built on the property for the growing business. In order to continue expanding the business, the owner is requesting IHI.

Adjacent land uses:

To the north and east are existing businesses, many industrial or heavy commercial. These businesses are a combination of zoning, including: IHI, T, and grandfathered uses. Property to the west is zoned IHI and IHC, is partially vacant, but includes the Sears Outlet and service building. Property to the south across Marsh Sharp Freeway is zoned IHC, with a variety of commercial uses.

Comprehensive Land Use Plan:

The interstate highway districts have been set as policy along Marsha Sharp Freeway.

Zoning Policy:

In many instances commercial, or IHC, is preferred along the frontage of an expressway such as Marsha Sharp Freeway. However, in this case due to the railroad spur, the industrial zoning must front along the freeway. By utilizing the IHI district, the request is consistent with zoning policies.

Effect on the adjacent street and thoroughfare system:

The property does have frontage along Upland Avenue. With no access to Marsha Sharp Freeway, the primary access will be along Upland Avenue. With the continuation of the existing use on this property and adjacent properties, there should be no additional impact on the thoroughfare system.

Recommendations:

On March 5, 2015, the Planning & Zoning (P&Z) Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Attachments

Ordinance - Zone Case 3250

Zone Case 3250

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. 3250**; A ZONING CHANGE FROM T TO III ZONING DISTRICT ON **5.14 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 30, LUBBOCK, TEXAS**; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3250

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from T to III zoning district on **5.14 acres of unplatted land out of Block AK, Section 30, City of Lubbock, Lubbock County, Texas, located at 6601 Upland Avenue.**

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars

(\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



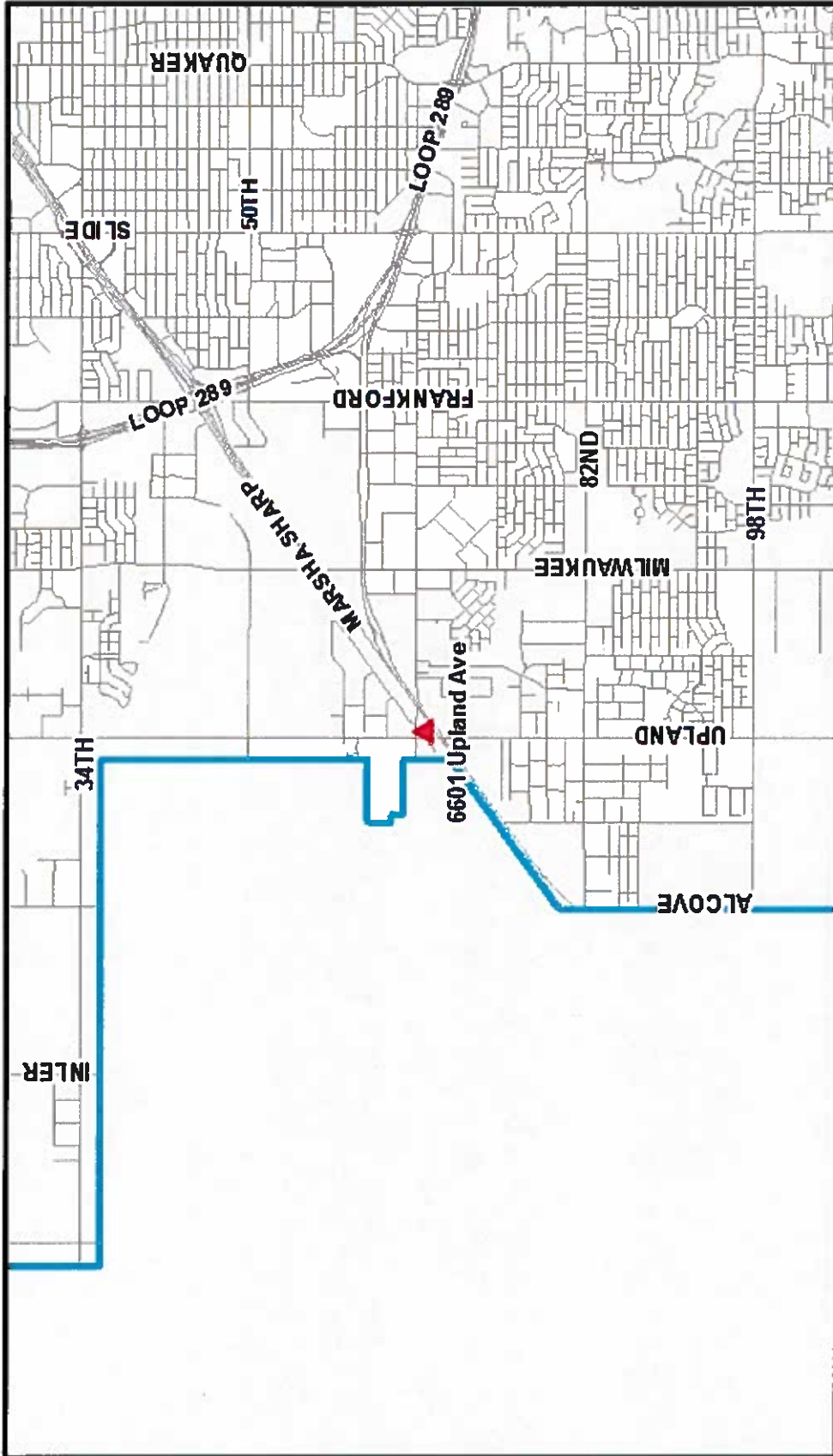
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

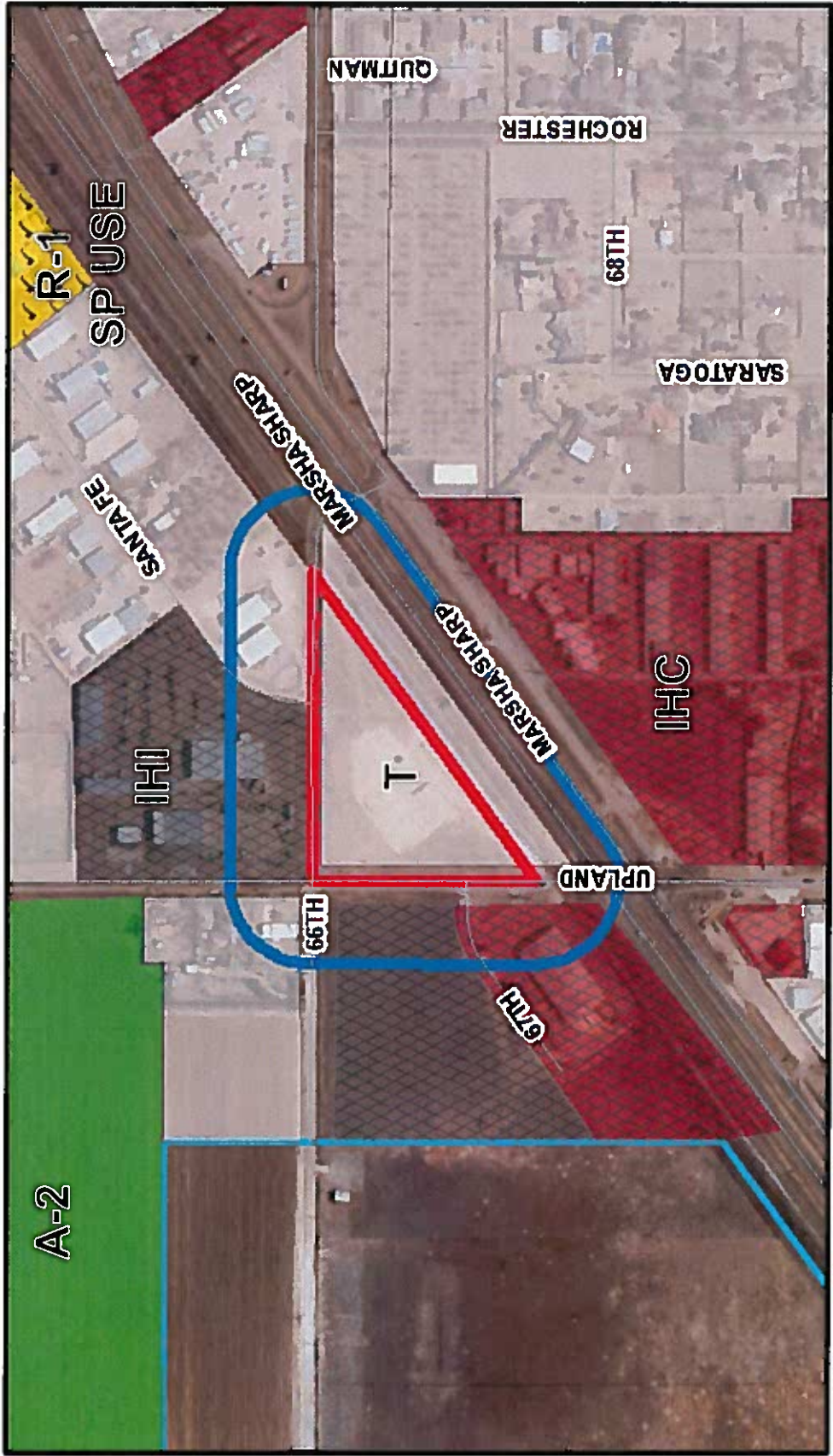


Chad Weaver, City Attorney

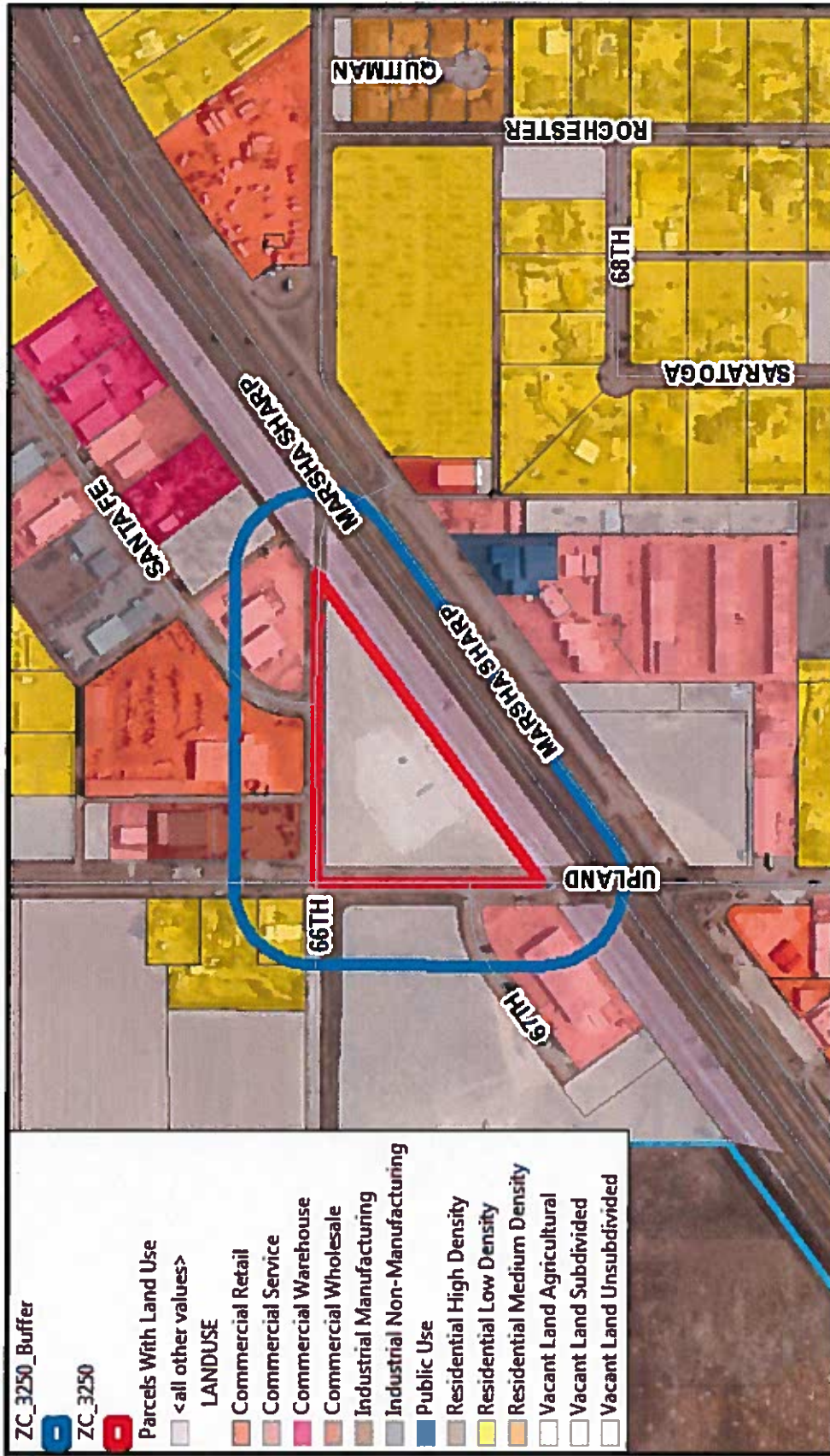
vw/cityatl/Chad/ZoneCase/ZC3250
March 5, 2015



P.Z.C. Case 3250



P.Z.C. Case 3250 Zoning



P.Z.C. Case 3250

Request of Brandon Sanderson for a zoning change from T to IHI, 6601 Upland Avenue



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Brandon Sanderson
7205-63rd Street
Lubbock TX 79407
(806) 535-5445

For
Street/Post Office Box
City State Zip
Telephone

Location or Address: 6601 Upland Ave.
Legal Description: BLK AK SEC 30 AB 1421 TRA ACS: 4.2542
Existing Land Use: Distribution Existing Zoning: T
Acreage or Square Footage of Property: 4.2542 Or Survey States 3.915 Ac
Zoning Requested: IHI

Proposed Development: Continued Use of Bldg Product Warehouse
Sec Attached: Survey & Letters

If property is not subdivided, will preliminary plat be submitted?
Applicant's Signature: Brandon Sanderson
Date: 2-9-2015

Filing Fee: 484.00
(\$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: 78187 map 44

Zone Case No.: 3250 Agenda No.:
Request for zoning change from: 5.14 T To: IHI

4.2542 acres of unplatted land out of Block AK, Section 30
on Lot(s):
Subdivision: Address: 6601 Upland Ave

Handwritten initials

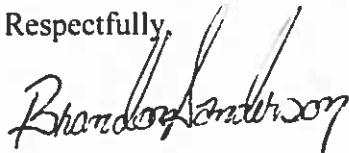
Drew Paxton or To Whom It May Concern:

Our Property at 6601 Upland, BLK AK SEC 30 AB 1421 TR A ACS: 4.2542, is used in a building materials distribution capacity with outside storage and rail access. Our family developed the adjacent development known as Pine Grove estates. Within that addition there is a segmented area that is zoned Commercial IDI. That property's address is 7202 66th Street or Tract A Pine Grove Estates Vol. 7696, p. 132 as described on provided survey. We previously owned the property at 7202 66th Street and would store our inventory on that property as well as at 6601 Upland Ave. which is directly across the street. The property at 7202 66th is currently owned by Acme Brick and is a similar use property in that they specialize in brick and tile building materials distribution. We specialize in a broader spectrum of building materials.

Drew asked that I make this submission and ask for a waiver on the platting requirement. This is to allow for other considerations to be made concerning platting due to the changes that are coming in the near future pertaining to 66th Street. I currently own property that is in the roadway of 66th Street that may be abandoned by the city, with rights of usage given back to myself.

Our family has developed multiple developments in and around Lubbock along with partners. Our namesakes are Sanderson & Badley, and our partners have included Leroy Elmore, Jack Kastman, and many others. I state this to show that we have been long standing pillars in this community, and our wish is to continue to serve our community in the same capacities that we have for the past four generations.

Respectfully,

A handwritten signature in black ink that reads "Brandon Sanderson". The signature is written in a cursive style with a large, sweeping initial "B".

Brandon Sanderson

Pre-Preliminary Plat (Version 2) - for inspection purposes only and in no way official or approved for recording purposes

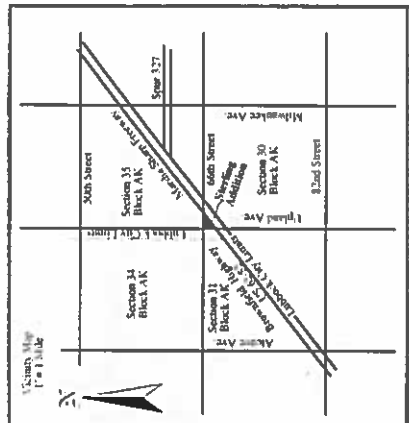
Sterling Addition

5.14 Acres (Called 4.254 Ac)
out of the NW Corner of
Section 30, Block AK, Lubbock County, Texas

Subject to the Subdivision Regulations of the City of Lubbock

Owner: Brandon Sanderson
Deed: Vol. 8542, p. 37 (Tax ID R42956)
 1408 A Buddy Holly Ave. Lbb 79401
Mail: 7205 63rd St. Lubbock TX 79407
Tel: (806) 535-5445 Fax: (806) 785-9959
 brandon@sterlingforrestproducts.com

Attorney: Scott Sharp
 (Timberlake, Weaver & Sharp)
 1408 A Buddy Holly Ave. Lbb 79401
Tel: (806) 762-0281 Fax: 806 744-5021
 (Service Title Company
 Downtown Branch)



Description

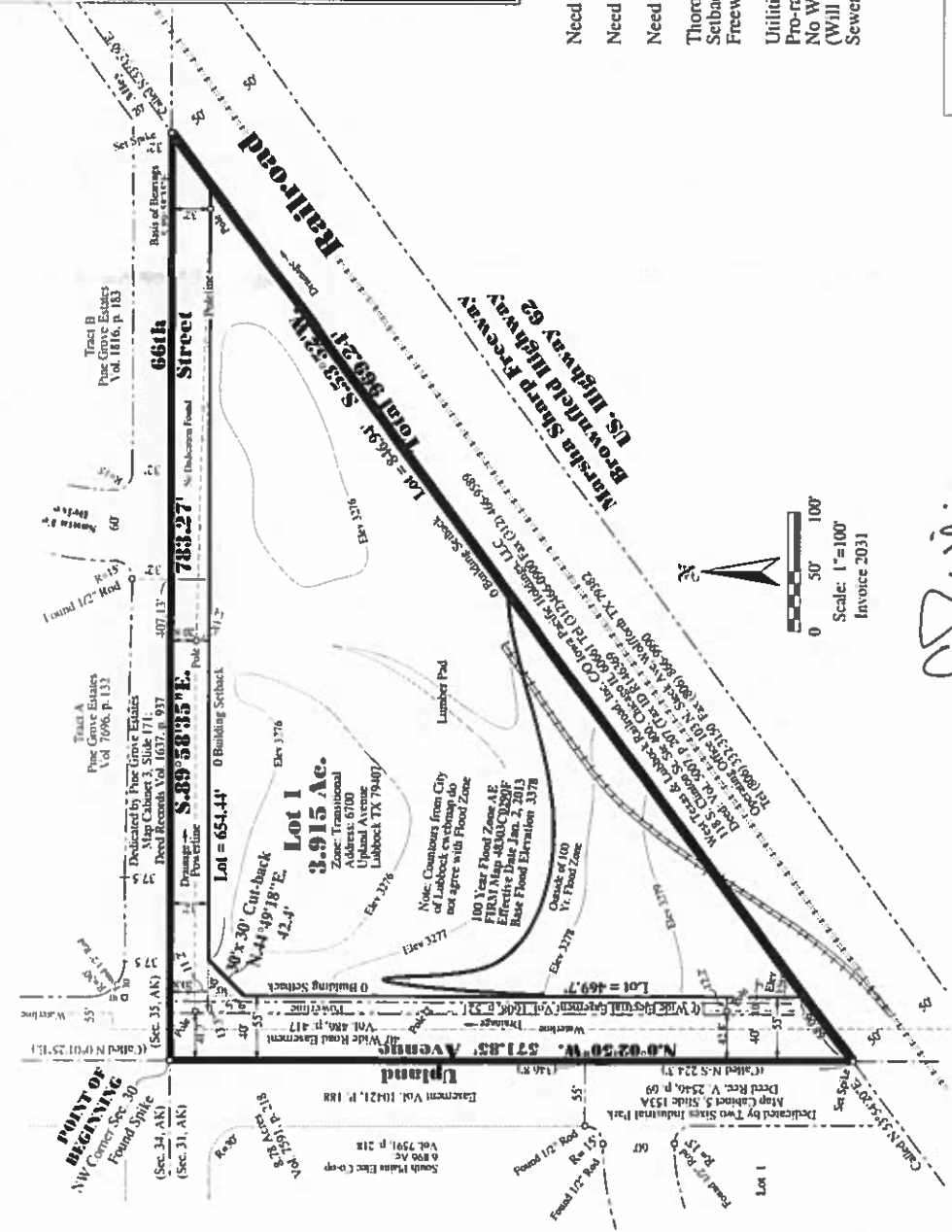
A 5.14 acre triangle out of the NW corner of Section 30, Block AK, Lubbock County, Texas:

BEGINNING at a spike found at the intersection of Upland Avenue and 66th Street for the NW Corner of Section 30, Block AK, Lubbock County, Texas;

Thence S. 89°58'35"E. 783.27 feet along the north line of Section 30 to a spike set at the intersection of railroad right of way;

Thence S. 53°52'W. 969.24 feet along said railroad right of way, parallel and 50 feet northwesterly of the centerline of track to a spike set in the west line of said Section 30;

Thence N. 0°02'59"W. 571.85 feet along the West line at said Section 30 to the POINT OF BEGINNING and containing 5.14 acres, including Upland Avenue and 66th Street.



- Need Existing Horz SPC Coordinates
- Need Vert Bench Mark Elev Control
- Need FEMA Elevation Certificate / LOMA
- Thoroughfare Plan (T-1 Street RAW & Setbacks) What are Future Plans for Sharp Freeway?
- Utilities, Sidewalks, Street lights, etc.
- Pro-rata Charges
- No Water Connection Needed (Will Drill new Well).
- Sewer Not available in this Area

No drainage map or plan will be required.
(Drainage Manual Sec. 2.2).

City Engineer _____ Date _____

Carl Joe Williams
 Carl Joe Williams, Registered
 Professional Land Surveyor of Texas #2120
 P.O. Box 1418 Plainview, Texas
 (806) 296-5217 (Fax/Voice)
 © October 7, 2002
 (Boundary Survey)
 © September 27, 2013
 (Pre-Preliminary Plat Ver. 2)

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

3

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3250

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
MAR 02 REC'D
PLANNING DEPARTMENT

Print Name

Tommy R & Elizabeth Sinclair

Signature:

Tommy R. Sinclair Elizabeth Sinclair

Address:

1411 Lancelot - Residence

Address of Property Owned:

6501 Upland Lubbock, Tx 79407
Business:

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

3

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3250

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED

MAR 02 REC'D

PLANNING DEPARTMENT

Print Name

Crisp Family Trust Don Miller Trustee

Signature:

(Signature)

Address:

220 Texas Dr Hideaway, TX 75701

Address of Property Owned:

6202 Upland Ave

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

3

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3250

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED

MAR 03 REC'D

PLANNING DEPARTMENT

Print Name Dale Ancell, Executive VP & General Manager

Signature: _____

Address: P. O. Box 1830, Lubbock, TX 79408-1830

Address of Property Owned: _____

RECEIVED
FEB 23 2015
SOUTH PLAINS ELECTRIC COOP., INC.



Regular City Council Meeting

6. 4.

Meeting Date: 03/26/2015

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3251, a request of AMD Engineering, LLC, for Henry Patel, for a zoning change from R-1 and Interstate Highway Commercial (IHC) to IHC for a hotel on Tract 2-A-1-A, Niraj Investments LLC Addition, 6506 Interstate 27, Lubbock, Texas and consider an ordinance.

Item Summary

General comments:

Adjacent land uses:

N: (IHC) - Vacant

S: (IHC) – Holiday Inn Express and Motel 8

E: (I-27 frontage road)

W: (R-1) Residential and Ave J

Comprehensive Land Use Plan (CLUP):

The request is consistent with the CLUP.

Zoning Policy:

Since the introduction of the IH districts, IHC, has often been used along zone cases with loop frontage. Major points of entry into a City should be developed carefully and should present the most aesthetically pleasing designs along with permitting uses which will not be detrimental to the City.

IHC provides 75% masonry

Architecturally decorative roofs

Loading Docks must not face interstate or highway

No truck/trailer parking in front of the building

Hidden utilities

No outdoor storage

10% landscaping along corridor

Purpose of IHC: The purpose of this district is to provide for quality commercial office, retail and wholesale uses which serve a City-wide or regional area. Such uses require careful consideration when adjacent to residential areas.

Effect on the adjacent street and thoroughfare system:

None, the zone change is located along a major expressway with sufficient access.

Recommendations:

On March 5, 2015, the Planning & Zoning (P&Z) Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3251

Zone Case 3251

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. 3251**; A ZONING CHANGE FROM R-1 AND IHC TO IHC ZONING DISTRICT ON **TRACT 2-A-1-A NIRAJ INVESTMENTS LLC ADDITION**, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3251

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 and IHC** to **IHC** zoning district on **Tract 2-A-1-A, Niraj Investments LLC Addition**, City of Lubbock, Lubbock County, Texas, located at **6506 Interstate 27**.

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



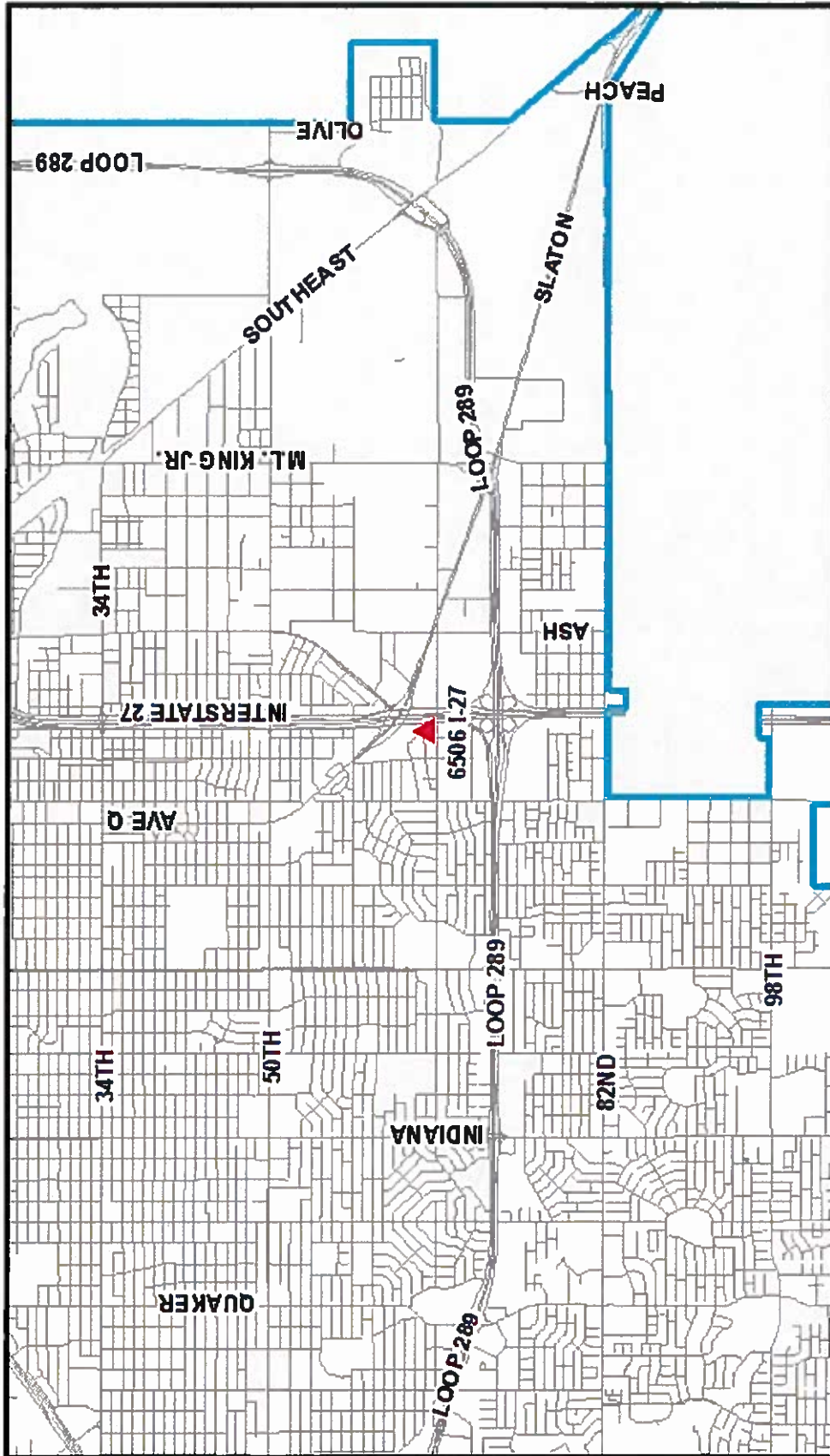
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

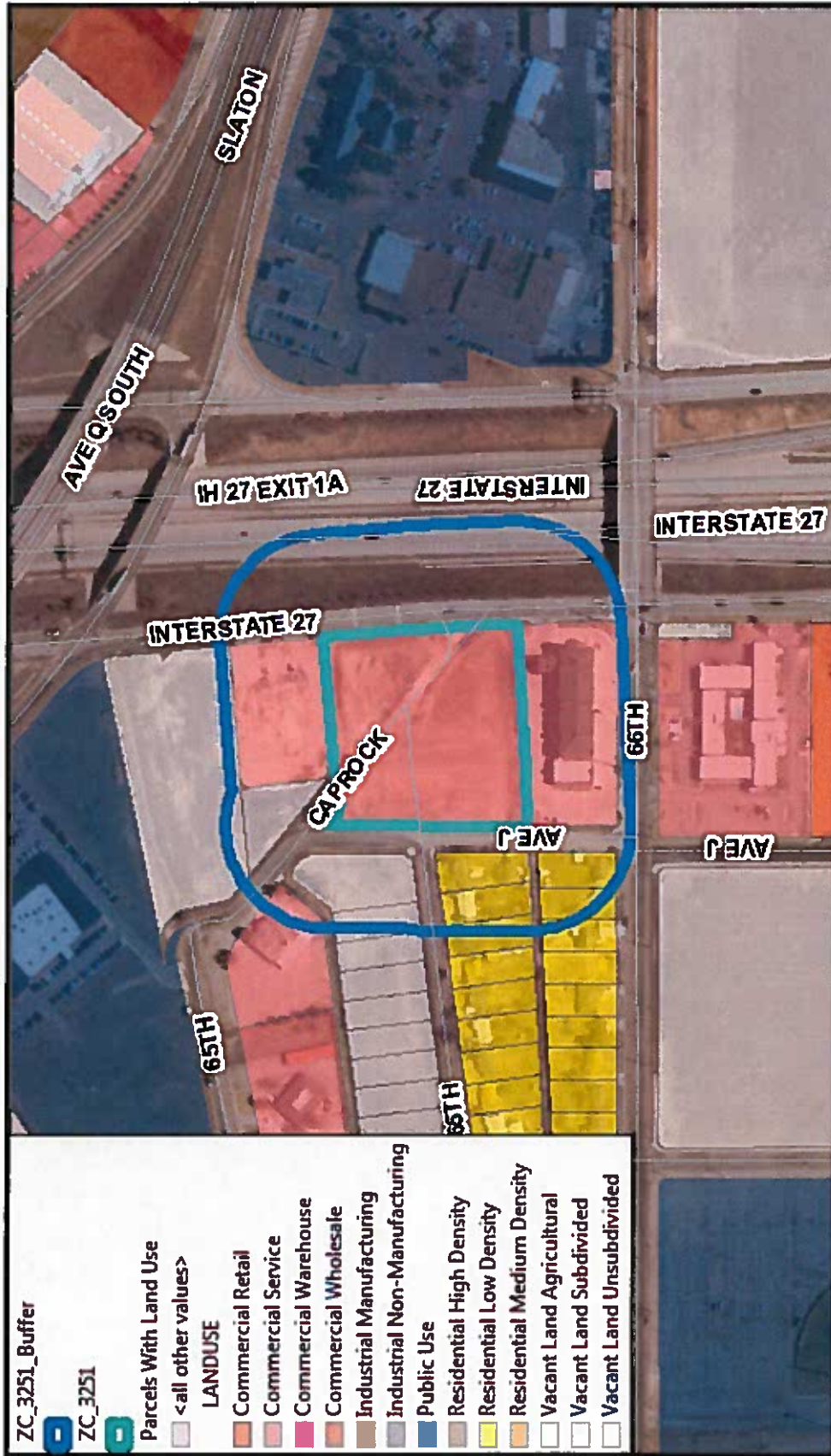


Chad Weaver, City Attorney

vw/cityatt/Chad/ZoneCase/ZC3251
March 5, 2015



P.Z.C. Case 3251



P.Z.C. Case 3251

Request of AMD Engineering, LLC (for Henry Patel) for a zoning change from R-1 and IHC to IHC for a hotel, 6506 Interstate 27



P.Z.C. Case 3251 Zoning

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant AMD Engineering, LLC
(Please Print)
2807 74th Street, Ste. 8
Street/Post Office Box
Lubbock TX 79423
City State Zip
(806) 771-5976
Telephone

For Henry Patel
P.O. Box 3007
Street/Post Office Box
Lubbock TX 79452
City State Zip
(806) 745-6651
Telephone

Location or Address: 6506 I-27, Lubbock, Texas 79412

Legal Description:* Tract 2-A-1-A, Niraj Investments LLC Addition

Existing Land Use: Vacant commercial lot **Existing Zoning:** R1, IHC

Acreeage or Square Footage of Property: 1.28 acres

Zoning Requested: IHC

Proposed Development: Hotel

If property is not subdivided, will preliminary plat be submitted? Yes _____ No x

Sean Harbald
Applicant's Signature

February 10, 2015
Date

Filing Fee: \$478
(\$475.00 for the first acre; \$3.00 for each additional acre)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only *PIN 38913 map 5*

Zone Case No.: 3251

Agenda No.: _____

Request for zoning change from: R-1, IHC

To: IHC

on _____

on Lot(s) tract 2-A-1-A, **Block(s)** _____

Niraj Investments LLC **Addition** (Address: 903 65th Street)

6506 I-27 *SR*



Regular City Council Meeting

6. 5.

Meeting Date: 03/26/2015

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 1542-U, a request of WCA Design Studio, LLC, for Sharp Academy, for a zoning change from AM to C-2A Specific Use for a private school and all unconditionally permitted AM uses on the west 172 feet of Tract C and Tract D, South Park Addition, 4415 66th Street, Lubbock, Texas and consider an ordinance.

Item Summary

General comments:

The current building houses a number of uses, including a dentist office and a private school. The private school is looking to expand and requires a zone case to come into compliance as a private school is not allowed in the AM district. A public or private school is allowed in the R-1, Single Family District, however, private school does not show up in the code again until the C-2A District. The request for C-2A Specific Use not only brings the school into compliance, but it also includes modifying the setbacks and parking requirements.

Adjacent land uses:

To the north and west are existing apartment complexes. To the east and south are existing commercial properties.

Comprehensive Land Use Plan (CLUP):

The request is a minor change to the CLUP. The area is currently planned for a buffer district, as it is zoned today. The specific use request is only adding one use from the C-2A commercial district.

Zoning Policy:

Mirroring the CLUP, the request is mostly consistent with zoning policies; only adding one commercial use to the property.

Effect on the adjacent street and thoroughfare system:

With the area already fully developed, there should be little to no additional impact on the thoroughfare system.

Recommendations:

On March 5, 2015, the Planning & Zoning (P&Z) Commission recommended the request with a unanimous vote, with the following conditions:

1. Tied to the proposed site plan and elevations.
2. That a parking easement shall be filed for the 32 spaces on Texas Tech University Health Science Center (TTUHSC) property as indicated by the letter in the zone case file from TTUHSC.

Fiscal Impact

None.

Staff/Board Recommending

Attachments

Ordinance - Zone Case 1542-U

Zone Case 1542-U

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. 1542-U; A ZONING CHANGE FROM AM TO C-2A SPECIFIC USE FOR A PRIVATE SCHOOL AND ALL UNCONDITIONALLY PERMITTED AM USES, ON THE WEST 172 FEET OF TRACT C AND TRACT D, SOUTH 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, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 1542-U

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 C-2A Specific Use for a private school and all unconditionally permitted AM uses on 172 feet of Tract C and Tract D, South Park Addition, City of Lubbock, Lubbock County, Texas, located at 4415 66th Street, subject to conditions, and being further described as follows:

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the zone change be tied to the proposed site plan and elevations.**
2. **THAT a parking easement shall be filed for the 32 spaces on TTUHSC property as indicated by the letter in the zone case file from TTUHSC.**

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 AM 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 4415 66th 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:



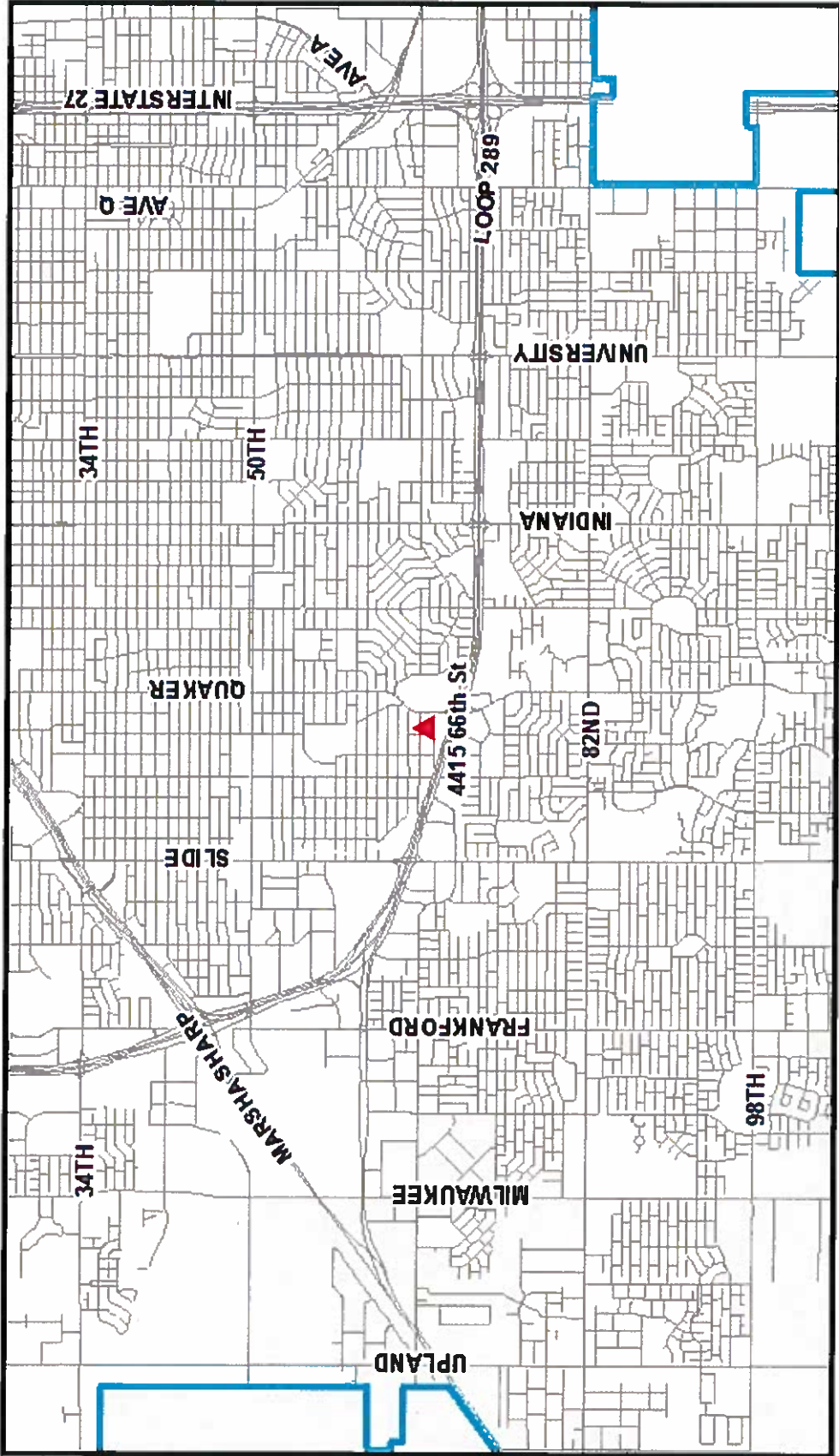
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

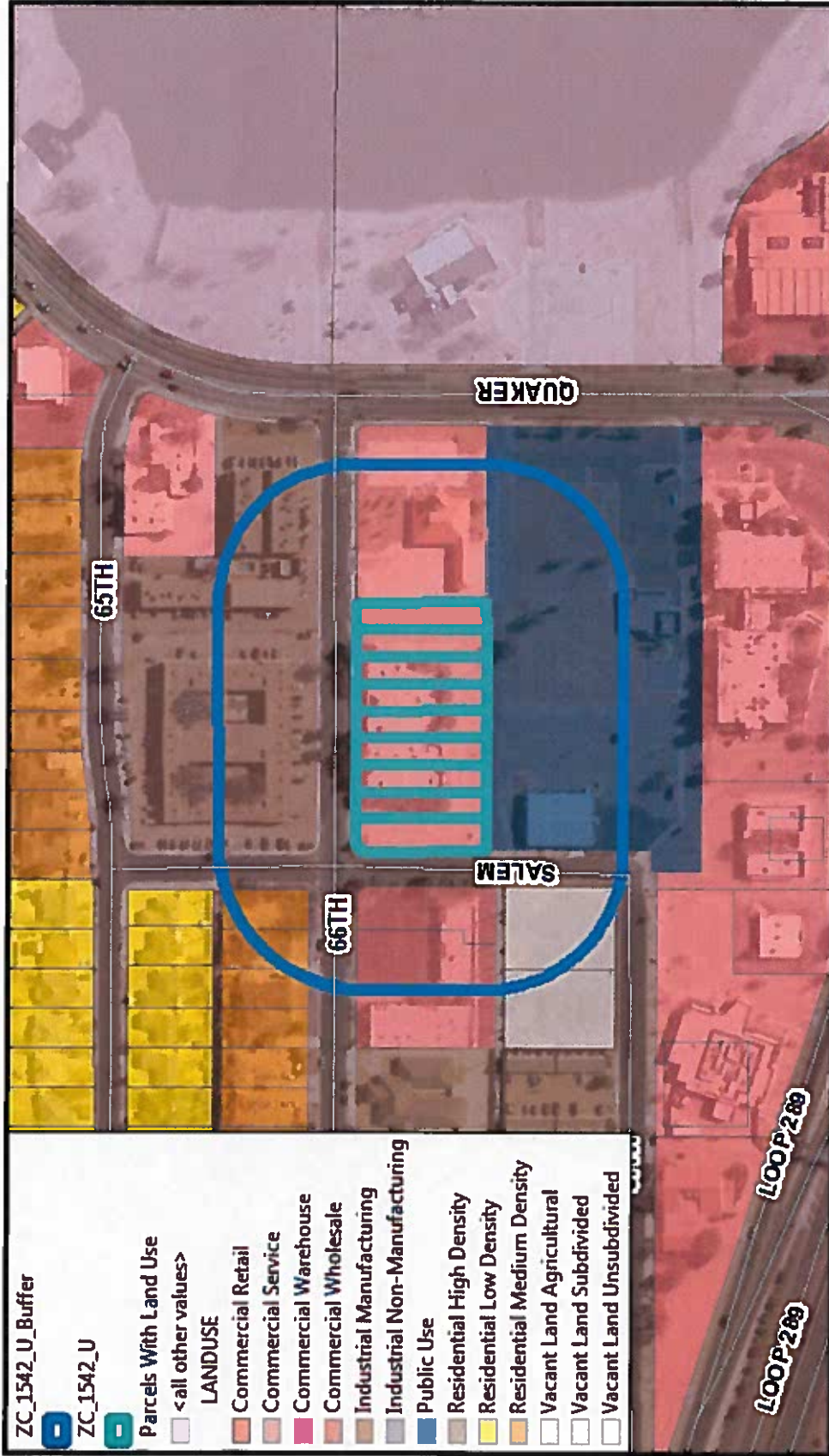


Chad Weaver, City Attorney

vw/CityAtt/Chad/Zones/ZC1542-U
March 5, 2015

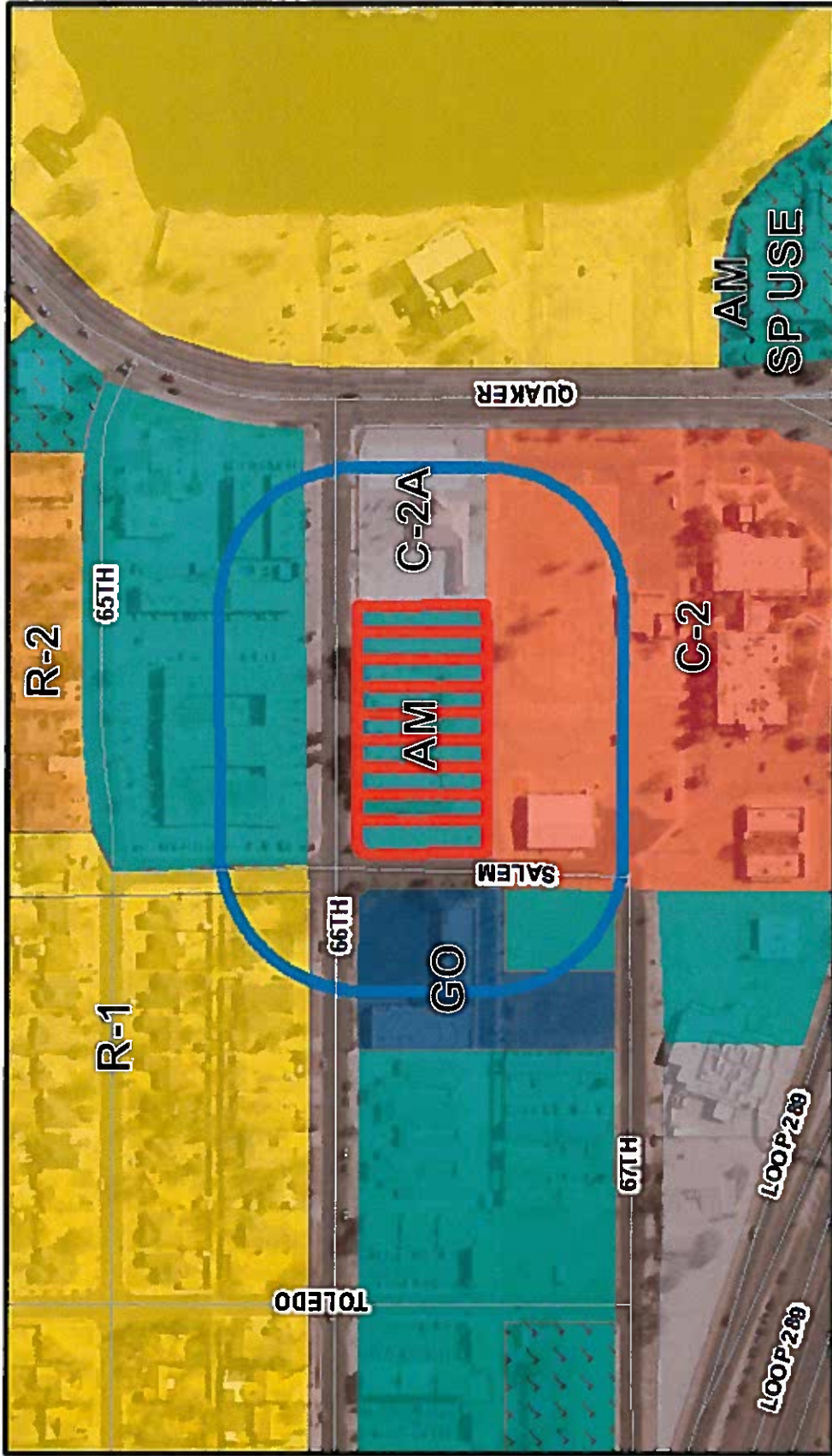


P.Z.C. Case 1542-U

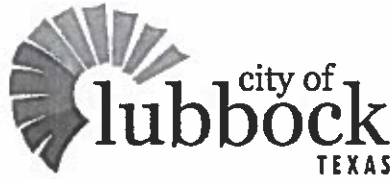


P.Z.C. Case 1542-U

Request of WCA Design Studio, LLC (for Sharp Academy) for a zoning change from AM to C-2A Specific Use for a private school and all unconditionally permitted AM uses, 4415 66th Street



P.Z.C. Case 1542-U Zoning



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) WCA DESIGN STUDIO, LLC
2315 50th St. SUITE A
LUBBOCK TX 79412
(806) 702-8969

For SHARP ACADEMY
4415 66th St. SUITE 104
LUBBOCK TX 79414
(806) 747-4277

Location or Address: 4415 66th STREET, LUBBOCK, TX 79414
Legal Description: * SOUTH PARK TR D + 172' OF TR C UNIT 12 UND INT
Existing Land Use: MED. OFFICES + PRIVATE SCHOOL Existing Zoning: AM
Acreage or Square Footage of Property: 73,442 sq ft (2.169 acres)
Zoning Requested: AM with C-2A specific use, see attached site plan.

Proposed Development: EXISTING BUILDING will house dental offices, a private school and will be adding a 9000 sq ft Gymnasium to the west of the existing bldg.

If property is not subdivided, will preliminary plat be submitted? Yes No X
Applicant's Signature Date 2-10-2015

Filing Fee: (\$475.00 for the first acre; \$3.00 for each additional acre; \$165 for Non-Profit)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only 5624-5632 MAP 20

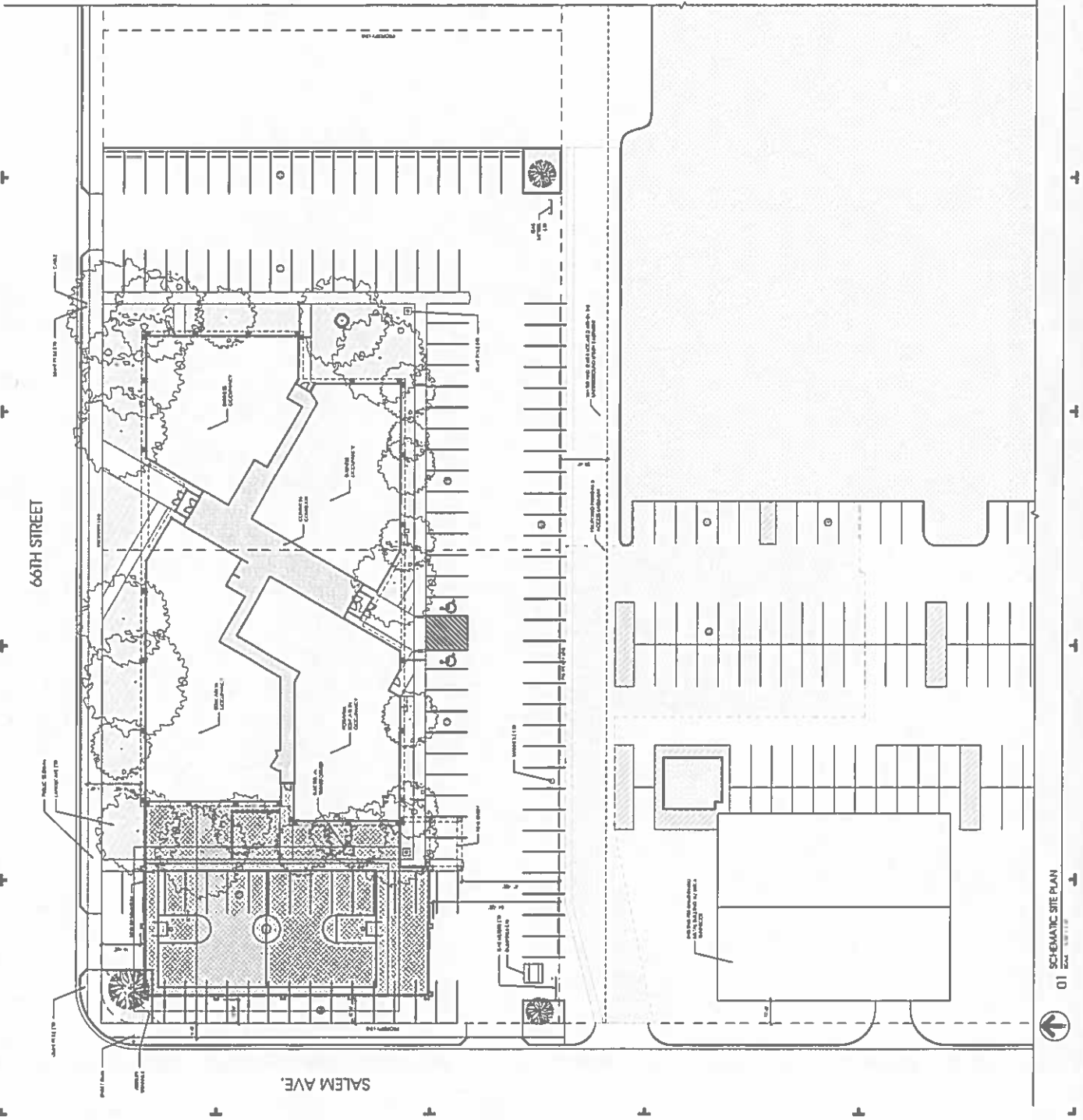
Zone Case No.: 1542-U Agenda No.:
Request for zoning change from: AM To: C-2A sp use
for a private school + unconditionally permitted AM uses

on Lot(s): TRACT D, W 172' TRACT C Block(s):
Subdivision: South Park Address: 4415 66th St

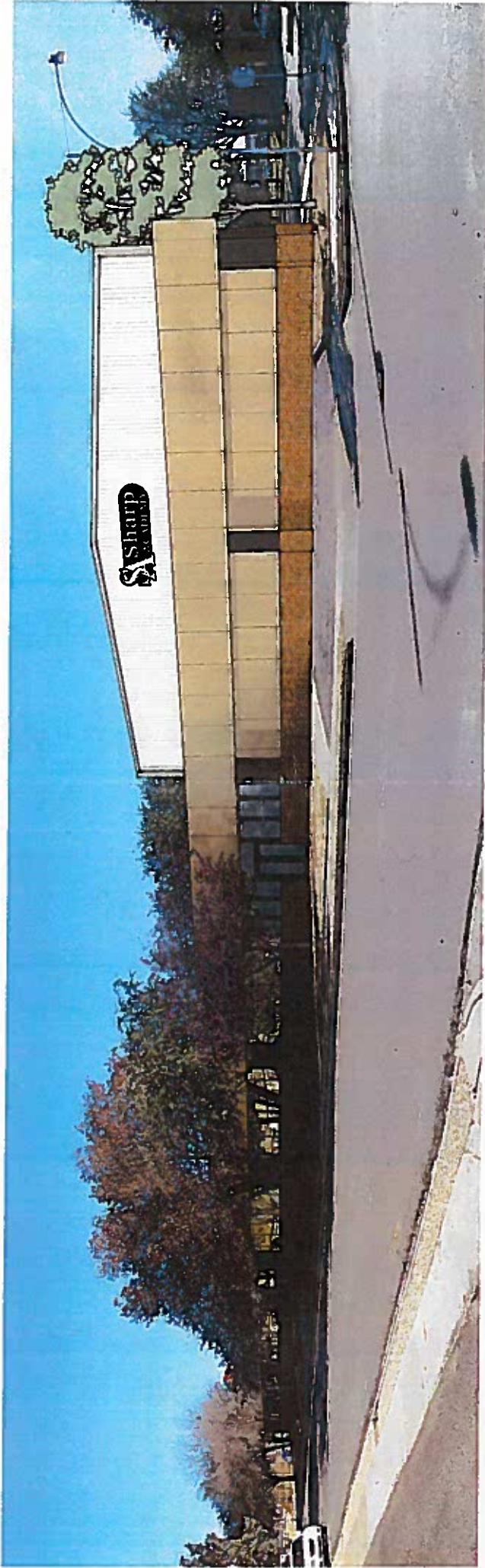
OK

CODE ANALYSIS

Checked by: [Name]
 Date: [Date]
 Description: [Text]
 [Additional code analysis notes and references to local ordinances]



01 SCHEMATIC SITE PLAN





L. DUANE ALLEN
CERTIFIED PUBLIC ACCOUNTANT
THE OAKS PROFESSIONAL CENTER
4415 66th STREET, SUITE 101
P.O. BOX 53300
LUBBOCK, TX 79453
PHONE: (806) 797-2768
FAX: (806) 797-4012

February 9, 2015

Lisa Stane
Executive Director
Sharp Academy

Lisa,

As a tenant and owner in the Oaks Professional Center, I support Sharp Academy to pursue a change in zoning, the purchase of the building, and the addition of a gym.

Sincerely,



Duane Allen



TEXAS TECH UNIVERSITY
HEALTH SCIENCES CENTER
Finance and Administration

Office of Student Business Services

Texas Tech University Health Sciences Center
Medical Center Southwest Buildings
6610 S. Quaker
Lubbock, TX 79414

February 20, 2015

Attention: Zoning Board of Adjustment, Lubbock, TX,

Re: Sharp Academy – support of application for zoning change and parking easement

We are aware, and in support of our neighboring organization, Sharp Academy's potential purchase of the building located, at 4415 66th Street. The school will be constructing a gym and multipurpose building at this location. In order to comply with city zoning ordinances, the school has been advised to request a zoning change from AM to C2A (specific use).

1. TTUHSC has no objection to Sharp Academy's zoning change request at this time.
2. TTUHSC is agreeing to grant permission to park after hours at this location.
3. TTUHSC will consider negotiations for a grant to a parking easement to 32 parking spaces to facilitate the new zoning and subsequent building addition.

Please be advised the support letter does not guarantee that Texas Tech will grant the easement but indicates that we are in support of the effort and are willing to discuss options to provide the easement.

Best Regards,

Danny Stevens
Associate Managing Director
Parking Services/Student Business Services
Texas Tech University Health Sciences Center

PO Box 5868 | Lubbock, Texas 79408-5868 | T 806.743.7867 | F 806.743.7873

An EEO/Affirmative Action Institution



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.: 1542-U

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED

FEB 25 REC'D

PLANNING DEPARTMENT

Print Name DUANE ALLEN
Signature: Duane Allen
Address: 4415 66TH ST STE 107 (PO BOX 53300)
Address of Property Owned: 4415 66TH ST

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.: 1542-U

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
FEB 25 REC'D
PLANNING DEPARTMENT

Print Name DUANE ALLEN
Signature: Duane Allen
Address: 4415 66TH ST STE 107
Address of Property Owned: 4415 66TH ST



Regular City Council Meeting

6. 6.

Meeting Date: 03/26/2015

Information

Agenda Item

Resolution - Planning: Consider a resolution approving and granting a variance from the applicable 300-foot minimum distance provisions of City of Lubbock Ordinance 2009-O0060 at the location of 2908 Parkway Drive for an off-premise alcoholic beverage permit.

Item Summary

Effective August 8, 2009, Ordinance 2009-O0060 amended Section 14.01.007 (Section 18-11), Alcoholic beverages - Sale near church, school or hospital, in Chapter 14, Offences - Miscellaneous, of the City of Lubbock Code of Ordinances, related to businesses who obtain a permit from the Texas Alcohol Beverage Commission (TABC) for the sale of alcohol. As part of the ordinance, the City Council adopted a standard which prohibits any business, that is within 300 feet of any public or private school (K-12), measured from the property lines of each tract, from having a permit issued by TABC.

The City Council may consider a variance to the 300-foot rule as set forth in the Texas Alcoholic Beverage Code. The request for a variance is from Tobacco Road located at 2908 Parkway Drive, which is approximately 290-feet from Eula's Daycare. A request for a new permit for off-premise alcohol sales at this location is now pending, and the Planning staff required the separation variance request.

The City Council has wide discretion in considering whether to grant a variance. The following may be considered by the City Council (as noted by the State of Texas statute providing for the variance process): The enforcement of the regulation in a particular instance is not in the best interest of the public. The regulation constitutes waste or inefficient use of land or other resources. The regulation creates an undue hardship on the applicant, does not serve its intended purpose or is not effective or necessary. The variance may be granted for any other reason, after consideration of the health, safety and welfare of the public and the equity of the situation, if the governing body finds it to be in the best interest of the community.

Director Eula Cage has been notified by letter of the request.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - Tabacco Road

Letter - Tabacco Road

Zoning Certificate - Tabacco Road

RESOLUTION

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

THAT the City Council, as the governing board of the City of Lubbock, Texas, and pursuant to Section 109.33(e) of the Texas Alcoholic Beverage Code, after consideration of the health, safety, and welfare of the public and the equities of the situation, finds and determines herein that it is in the best interest of the community to approve and grant a variance, and hereby grants a variance, from the applicable provisions of City of Lubbock Ordinance No. 2009-00060 at the following location: **Tobacco Road, 2908 Parkway Drive, L 14 & E35' of 13 & W5' of 15, Blk 3, Bozeman Hts Addition, Lubbock, Texas.** This variance shall remain in effect for so long as: 1) a **Package Store [P]**; and 2) a subsequent like use, if any, are in effect at the above-referenced location.

Passed by the City Council this _____ day of _____, 20__.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Andrew Paxton, Director of Planning & Zoning

APPROVED AS TO FORM:



Chad Weaver, City Attorney

vw/ccdocs/Chad/Resolutions/RES.Variance-Tobacco Road[2]
March 11, 2015

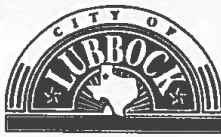
TOBACCO ROAD
2908 PARKWAY DR .
LUBB, TX 79403

To: Dennis

We at Tobacco Road, in an effort to take our business in a different direction would like to ask city counsel for the approval on the variance for our packaged liquor store between our facility and the home daycare center across the highway. If I'm not mistaken we only fall about 18ft for the standard approval.

THANKS, ANTHONY CARTER

Anthony Carter
806-283-4720



CITY OF LUBBOCK
ZONING CERTIFICATE

DATE: 2-10-15

Local Contact Name: ANTHONY CARTER Local Contact Telephone No.: 806-283-4720

Business Name: SBHAA INC / TOBACCO ROAD

Business Address: 3311 81ST LUBBOCK, TX 79423 KIVA Pin No.:

Legal Description of property: 2908 PARKWAY DR LUBBOCK, TX 79403

ON PREMISE CONSUMPTION:

Primary business at this location (check one):

- Restaurant, Hotel/Arena/Civic Center, Dance Hall, Night Club/Bar/Lounge, Sports Grill, Sexually Oriented Business, Other (describe) LIQUOR STORE

Permits Requested (check all that apply):

- Mixed Beverage (MB), Food & Beverage Cert. (FB), Private Club Late Hours (NL), Private Club (N), Other (describe) LIQUOR STORE, Mixed Beverage Late Hours (LB), Wine and Beer Retailer's (BG), Beer Retailer's On-Premise (BE), Catering (CB), Beverage Cartage (PE), Private Club Beer & Wine (NB), Retail Dealer's On-Premise Late Hours (BL), Mixed Bev. Restaurant w/ Food & Beverage (RM)

OFF PREMISE CONSUMPTION:

Primary business at this location (check one):

- Grocery/Convenience Store, Drug Store, Package Store, Other (describe)

Permits Requested (check all that apply):

- Beer Retailer's Off-Premise (BF), Wine Only Package Store (O), Local Cartage Transfer Permit (ET), Other (describe), Package Store (P), Local Distributor (LP), Package Store Tasting (PS), Wine and Beer Retailer's Off-Premise (BQ), Local Cartage (E)

Property Owner's Name: ANTHONY CARTER

Property Owner's Address: 4707 29TH

Business Owner's Name: ANTHONY CARTER

Business Owner's Address: 4707 29TH

Applicant's Name: ANTHONY CARTER

Applicant's Address: 4707 29TH

Applicant's interest in Business/Authority to make application: OWNER / PRESIDENT

Gross Sq. Footage of Building 1152 sq. ft. Zoning C-4 Sales Tax No.

Parking: Parking Ratio Spaces Required Spaces Provided

Distance from: Church ft. School ft. Hospital ft. Day/Child Care ft.

For churches or public hospitals measurement is a minimum 300 ft measured from front door to front door, along the property lines of the street fronts and in a direct line across intersections.

For private/public schools, day care centers and child care facilities measurement is a minimum 300 ft measured in a direct line from the nearest property line of the school, day/child care facility to the nearest property line of the place of business, and in a direct line across intersections.

No. of Game Machines Dance Floor Size Live Entertainment Yes No

Z.B.A. Variance Case No.

COMMENTS

I hereby certify that I have read and fully understand the zoning restrictions and ordinances applicable to this property and that all information contained herein is true and correct. I further understand that this certificate is issued subject to all applicable regulations of the City of Lubbock and the violation of any of these regulations may result in my being ordered to cease the violation or vacate the premises, as well as the revocation of this certificate. I understand that if licensed as a restaurant, this certificate only permits me to operate a restaurant with the incidental right to sell alcoholic beverages, and I certify that is my intent and purpose in acquiring this certificate.

Date 2-10-15 Applicant's Signature Anthony Carter

I hereby certify that inspections have been made by applicable City of Lubbock departments and to the best of my knowledge this request currently complies with all applicable zoning regulations of the City of Lubbock.

Date Planning Department Signature



Off-Premise Prequalification Packet

L-OFF (09/2013)

Please complete this Prequalification Packet with information concerning your proposed business location for which you are applying to sell alcoholic beverages. This information will be used to obtain your prequalification to hold a license/permit. You will submit this information to the proper governmental entities for certification that your proposed location is legal for the type of license/permit for which you are applying. Please contact your local TABC office for more information.

LOCATION INFORMATION

1. Type of Off-Premise License/Permit

- | | |
|--|---|
| <input type="checkbox"/> BQ Wine and Beer Retailer's Off-Premise Permit | <input type="checkbox"/> LP Local Distributor's Permit |
| <input checked="" type="checkbox"/> BF Beer Retail Dealer's Off-Premise License | <input type="checkbox"/> E Local Cartage Permit |
| <input checked="" type="checkbox"/> P Package Store Permit | <input type="checkbox"/> ET Local Cartage Transfer Permit |
| <input type="checkbox"/> Q Wine Only Package Store Permit | <input type="checkbox"/> PS Package Store Tasting Permit |

2. Indicate Primary Business at this Location

- | | |
|---|---|
| <input type="checkbox"/> Grocery/Market | <input checked="" type="checkbox"/> Convenience Store without Gas |
| <input checked="" type="checkbox"/> Liquor Store | <input type="checkbox"/> Miscellaneous _____ |
| <input type="checkbox"/> Convenience Store with Gas | |

3. Trade Name of Location

JB HAA INC / TOBACCO ROAD

4. Location Address

2908 PARKWAY DR

City	County	State	Zip Code
LUBBOCK	LUBBOCK	TX	79403

5. Mailing Address

City	State	Zip Code
LUBBOCK	TX	79423

6. Business Phone No.

(806) 283-4720

Alternate Phone No.

() -

E-mail Address

HCARTER3322@GIVIAIL.COM

OWNER INFORMATION

7. Type of Owner

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Individual | <input type="checkbox"/> Corporation | <input type="checkbox"/> City/County/University |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Joint Venture | |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Trust | |

8. Entity/Applicant

9. If Applicant Is/Must Be Listed Below (attach L-OIC if additional space is needed).

- | | |
|--|--|
| Individual/Individual Owner | Limited Liability Company/All Officers or Managers |
| Partnership/All Partners | Joint Venture/Venturers |
| Limited Partnership/All General Partners | Trust/Trustee(s) |
| Corporation/All Officers | City, County, University/Official |

Last Name	First Name	MI	Title
CARTER	ANTHONY	D	PRESIDENT
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title

MEASUREMENT INFORMATION

10. Will your business be located within 300 feet of a church or public hospital? Yes No

NOTE: For churches or public hospitals measure from front door to front door, along the property lines of the street fronts and in a direct line across intersections.

11. Will your business be located within 300 feet of any private/public school? Yes No

NOTE: For private/public schools measure in a direct line from the nearest property line of the school to the nearest property line of the place of business, and in a direct line across intersections.

NOTE: If located on or above the fifth story of a multistory building: measure in a direct line from the property line of the private/public school to property line of your place of business in a direct line across intersections vertically up the building at the property line to the base of the floor on which your business is located.

12. Will your business be located within 1,000 feet of a private school? Yes No

13. Will your business be located within 1,000 feet of a public school? Yes No

ALL APPLICANTS

14. CHECK HERE IF NOT IN CITY LIMITS

I, the applicant, have confirmed I am not located in the city limits of any city and therefore all city certificates are not required.

WARNING AND SIGNATURE

If Applicant Is/Must Sign

Individual/Individual Owner

Corporation/Officer

Partnership/Partner

Limited Liability Company/ Officer or Manager

Limited Partnership/General Partner

WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "...a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the penitentiary for not less than 2 nor more than 10 years."

BY SIGNING YOU ARE SWEARING TO ALL INFORMATION AND ATTACHMENTS TO THIS PACKET.

PRINT NAME

ANTHONY CARTER

SIGN HERE

Anthony Carter

TITLE

President

Before me, the undersigned authority, on this _____ day of _____, 20____, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN HERE

NOTARY PUBLIC

SEAL

CERTIFICATE OF CITY SECRETARY (FOR P, Q, BF & BQ)

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

SIGN HERE

City Secretary/Clerk

City

TEXAS

SEAL

CERTIFICATE OF COUNTY CLERK (FOR P, Q & BF)

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is in a "wet" area for such license/permit, and is not prohibited by any valid order of the Commissioner's Court.

SIGN
HERE _____ COUNTY
County Clerk

S E A L

CERTIFICATE OF COUNTY CLERK (FOR BQ)

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought as the place of business is in a "wet" area and is not prohibited by any valid order of the Commissioner's Court for a Wine and Beer Retailer's Off-Premise Permit.

Most current election for given location was held for:

- legal sale of all alcoholic beverages for off-premise consumption
- legal sale of all alcoholic beverages
- legal sale of all alcoholic beverages except mixed beverages
- legal sale of all alcoholic beverages including mixed beverages
- legal sale of mixed beverages
- legal sale of mixed beverages in restaurants by food and beverage certificate holders
- legal sale of wine on the premises of a holder of a winery permit
- legal sale of beer/wine (17%) on-premise or beer/wine off-premise *AFTER* Sept. 1, 1999
- legal sale of beer/wine (14%) on-premise or beer/wine off-premise *BEFORE* Sept. 1, 1999

SIGN
HERE _____ COUNTY
County Clerk

S E A L

COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATE

This is to certify on this _____ day of _____, 20____, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit.

Sales Tax Permit Number _____ Outlet Number _____

Print Name of Comptroller Employee _____

Print Title of Comptroller Employee _____

SIGN
HERE _____ FIELD OFFICE _____

S E A L

PUBLISHER'S AFFIDAVIT (FOR BQ, BF, P & Q)

Name of newspaper		ATTACH PRINTED COPY OF THE NOTICE HERE
City, County		
Dates notice published in daily/weekly newspaper (mm/dd/yyyy)	/ /	
<i>Publisher or designee certifies attached notice was published in newspaper stated on dates shown</i>		
Signature of publisher or designee		
Sworn to and subscribed before me on this date	/ /	
Signature of Notary Public		
S E A L		



Ownership Information Continued for Prequalification Packet

L-OIC (6/2012)

Please complete this Ownership Information Continued for Prequalification Packet to be included with your prequalification packet if you have more than three individuals to be disclosed as required under Owner Information. Ensure you list all individuals as necessary for your type of entity. Use the chart below. Please contact your local TABC office for more information.

LOCATION INFORMATION

1. Trade Name of Location

SBHAA INC / TOBACCO ROAD

2. Location Address

2908 PARKWAY DR

City

LUBBOCK

County

LUBBOCK

State

TX

Zip Code

79403

OWNER INFORMATION

3. If Applicant Is/Must Be Listed Below

Individual/Individual Owner

Limited Liability Company/All Officers or Managers

Partnership/All Partners

Joint Venture/Venturers

Limited Partnership/All General Partners

Trust/Trustee(s)

Corporation/All Officers

City, County, University/Official

Last Name

CARTER

First Name

ANTHONY

MI

D

Title

PRESIDENT

Last Name

First Name

MI

Title

Last Name

First Name

MI

Title

Last Name

First Name

MI

Title

Last Name

First Name

MI

Title

Last Name

First Name

MI

Title

Last Name

First Name

MI

Title

Last Name

First Name

MI

Title

Last Name

First Name

MI

Title

Last Name

First Name

MI

Title

Last Name

First Name

MI

Title



PERSONAL HISTORY SHEET

Answer all questions. Any false statement will disqualify you and subject you to prosecution under section 101.69 of the Texas Alcoholic Beverage Code and other criminal statutes.

FORM L-40.3 (2/2010)

APPLICANT	1. Trade Name: <u>JBHAA INC, TOBACCO ROAD</u>					
	2. Location Address: <u>2908 PARKWAY DR</u>					
	3. Applicant's Marital Status: <input checked="" type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed					
	4. Applicant's Social Security Number <u>452 - 31 - 9695</u>		Issuing State/ Driver's License No <u>TX 2016660</u>		Date of Birth (mm/dd/yyyy) <u>03 '28 '1967</u>	
	Applicant's Full Legal Name (Last, First, Middle) <u>CARTER, ANTHONY, DON</u>				Place of Birth (City, State, Country) <u>LUBBOCK, TX</u>	
	Applicant's Email Address <u>H.CARTER322@GMAIL.COM.</u>					
	Race <u>BLACK</u>	Sex <u>MALE</u>	Height <u>6'2"</u>	Weight <u>240</u>	Hair Color <u>BRN</u>	Eye Color <u>BRN</u>
APPLICANT'S SPOUSE	5. Spouse's Social Security Number		Issuing State/ Driver's License No		Date of Birth (mm/dd/yyyy)	
	Spouse's Full Legal Name (Last, First, Middle)				Place of Birth (City, State, Country)	
	Race	Sex	Height	Weight	Hair Color	Eye Color
OTHER RESIDENT	6. Do you live with anyone over the age of 18, other than your spouse? 6. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
	If "YES," please provide their information below: (If additional space is needed, please attach a page with information.)					
	Social Security Number		Issuing State/ Driver's License No		Date of Birth (mm/dd/yyyy)	Relationship
Full legal name (Last, First, Middle)				Race	Sex	
RESIDENTIAL ADDRESSES	7. List residential addresses for the past five (5) years starting with current address. If you have not lived in Texas for the previous 12 months, you are required to provide TABC with a certified copy of your criminal background check from the state police or FBI of any state where you lived in the previous five years. (If additional space is needed, please attach a list with the following information.)					
	Number and Street		City, State, ZIP		From (mm/yyyy)	To (mm/yyyy)
	<u>4707 29TH</u>		<u>LUBBOCK, TX 79410</u>		<u>12-13'2013</u>	<u>PRESENT</u>
	<u>4709 78TH</u>		<u>LUBBOCK TX 79416</u>		<u>1-2005</u>	<u>12'2013</u>
					/	/
8. Area Code + Business Phone No. () -		Area Code + Residential Phone No. () -		Area Code + Mobile Phone No. (optional) () -		
RESIDENT STATUS	9A. Are you a U.S. citizen? 9A. <input type="checkbox"/> YES <input type="checkbox"/> NO					
	B. If "YES" answer the following: <input checked="" type="checkbox"/> Native Born <input type="checkbox"/> Naturalized. If "Naturalized," please provide the "A" Number here. A: _____					
	C. If "NO," answer the following: What is your legal status in the United States? Explain below, or attach a page with information. _____					
	D. Provide all documents such as Visa, Resident Alien, Employment Authorization Documents, etc. (If additional space is needed, please attach a page with information.) _____					
DISTRICT OFFICE	APPLICANT <input type="checkbox"/> YES <input type="checkbox"/> NO SPOUSE <input type="checkbox"/> YES <input type="checkbox"/> NO OTHER <input type="checkbox"/> YES <input type="checkbox"/> NO					
	CH - Date Entered / /		ID #		Date Verified / /	ID#
	Supervisor's Signature				Destroy Date / /	#



PERSONAL HISTORY SHEET

FORM L-40.3 (2/2010)

EMPLOYMENT HISTORY

10. List employment for the *past five (5) years* beginning with your current employer. Indicate periods of unemployment or retirement, including dates. If retired, include name of company from which you retired and the position you held. Also indicate if not employed outside your home. (If additional space is needed, attach a separate sheet.)

Name of Employer	Address (Street, City, State, ZIP)	Position Held	From (mm/yyyy)	To (mm/yyyy)
JBHAA INC	3311 81ST WBB, TX 77423	PRESIDENT	03 / 2005	PRESENT
			/	/
			/	/
			/	/
			/	/
			/	/

INDIVIDUAL FINANCIAL INFORMATION

11. This section is for you to list the total amount of your personal investment in this location. Include notes, loans, gifts, cash, services or equipment, and operating capital. Provide investment details. Account for the original source of all investments (how acquired). Enter total dollar amount on the line of the amount invested column. (If additional space is needed, attach a separate sheet.)

NOTE: If investment is in the form of a loan or gift, attach name of lender or financial institution, address, terms and security and loan/gift documents. If from an individual, attach personal information for all individuals including: Name, Social Security and Driver's License Numbers, date of birth, race, sex, etc.

Amount Invested	Original Source of Investment (loans, previous employment, etc).
\$ 14,000.00	COMPANY LOAN.
\$	
\$	
\$	
\$	
\$	
\$	
\$	TOTAL AMOUNT OF PERSONAL INVESTMENT

SIGN AND NOTARIZE APPLICANT OATH

SIGN AND NOTARIZE

WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "... a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the penitentiary for not less than 2 nor more than 10 years."

I, under penalty of law, hereby swear that I have read all the information provided in this document and any attachments and the information is true and correct. I also understand any false statement or representation in this application can result in my application being denied and/or criminal charges filed against me. I also authorize the Texas Alcoholic Beverage Commission to use all legal means to verify the information provided.

PRINT NAME: _____
 AUTHORIZED SIGNATURE: _____

BEFORE ME, the undersigned authority, on this _____ day of _____, 20____ the person whose name is signed to the foregoing document personally appeared and duly sworn by me, each states under oath that he or she has read the said document and that all facts therein set forth are true and correct.

SIGN HERE: _____

(SEAL)

Notary Public or TABC Agent



Business Packet

L-B (6/2012)

The Business Packet should be completed by new applicant/entity that does not currently hold an active license/permit issued by the TABC. You must complete the entire Business Packet including all necessary ownership information and personal history sheets. This packet includes L-B and the below entity pages that coincide with your business structure.

- L-C (Corporation, Trust, City, County or University)
- L-LLC (Limited Liability Company)
- L-P (Partnership)
- L-40.2 (Personal History Sheet)

For example: If your entity is a corporation, you will submit your corporate information on L-C (corporation). If your entity is a limited liability company, you will submit your information on L-LLC (limited liability company). If your entity is a partnership or limited partnership, you will submit your information on L-P (partnership). If you are applying as an individual, you will submit this page and the L-40.2 (personal history sheet).

OWNER INFORMATION

1. Type of Owner

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Individual | <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> City/County/University |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Trust | |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Joint Venture | |

2. Owner of Business/Applicant

JBHAA T.N.C. / TOBACCO ROAD

3. Federal Employer Identification No. (FEIN)

462-831-425

BUSINESS INFORMATION

4. Has any person listed in this Business Packet, or his or her spouse, been finally convicted or received deferred adjudication for any of the following offenses? Yes No

If "YES," indicate type of offense and attach an explanation:

- any felony offense
- prostitution
- bookmaking
- gambling or gaming
- bootlegging
- vagrancy offense involving moral turpitude
- any offense involving dangerous drugs or controlled substances as defined in Texas Controlled Substances Act
- any offense involving firearms or a deadly weapon
- more than three violations of the Texas Alcoholic Beverage Code relating to minors
- violations of the Texas Alcoholic Beverage Code resulting in a criminal fine of \$500
- violations of an individual's civil rights or discrimination against an individual on the basis of race, color, creed or national origin

If "YES," has it been five years since the termination of a sentence, parole or probation served for any offenses indicated above? Yes No

If "NO," attach an explanation.

5. Has any person listed in this Business Packet, or his or her spouse, had a cancellation of a license or permit in the past five years? Yes No

If "YES," attach an explanation.

The applicant or license/permit holder may have an interest, directly or indirectly, in only one level of the alcoholic beverage industry; i.e., manufacturing, wholesaling or retailing. You or your agent, servant or employee may not be employed in any capacity at different levels, may not rent or lease property or equipment from or to an entity operating at another level, may not secure credit or a loan in any form for an entity at another level, cannot control in any fashion the interests of a licensee/permittee at a different level.

6. Is any person listed in this Business Packet in violation of the above requirements? Yes No
If "YES," attach an explanation.

WARNING AND SIGNATURE

If Applicant Is/Must Sign

Individual/Individual Owner

Corporation/Officer

Partnership/Partner

Limited Liability Company/ Officer or Manager

Limited Partnership/General Partner

EACH LICENSEE OR PERMITTEE SHALL HAVE EXCLUSIVE OCCUPANCY AND CONTROL OF THE ENTIRE LICENSED LOCATION WITH RESPECT TO SALE OF ALCOHOLIC BEVERAGES. ANY ARRANGEMENT THAT SURRENDERS SUCH CONTROL OF THE EMPLOYEES, PREMISES OR BUSINESS, INCLUDING PROFITS AND LOSSES, TO PERSONS OTHER THAN THE LICENSEE OR PERMITTEE IS UNLAWFUL.

WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "...a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the penitentiary for not less than 2 nor more than 10 years."

BY SIGNING YOU ARE SWEARING TO ALL INFORMATION AND ATTACHMENTS TO THIS PACKET.

PRINT NAME _____

SIGN HERE _____

TITLE _____

Before me, the undersigned authority, on this _____ day of _____, 20____, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN HERE _____

NOTARY PUBLIC

SEAL



Corporation

L-C (6/2012)

The Corporation Form (L-C) should be completed for originals and/or changes with all officers, directors, stockholders, trustees, and beneficiaries holding ownership in this business. This form is included in the Business Packet for new applicants who do not currently hold an active license/permit issued by TABC under the below Federal Employer Identification Number.

Submit with the completed business packet to your local TABC office. For more information or to find your local district office, and to determine ownership submission go to: www.tabc.state.tx.us.

ENTITY INFORMATION

1. Federal Employer Identification No. (FEIN)

462-831-425

2. Business Entity Name

JBHAA INC, TOBACCO ROAD

3. Charter No.

801 988 414

4. Date Approved (mm/dd/yyyy)

8 / 21 / 2013

State

TX

Class and Number of Shares Issued

1000 10090

CORPORATE OWNERSHIP INFORMATION

Officer Director Stockholder Trustee/Beneficiary

SSN	Issuing State/DL No.	Date of Birth (mm/dd/yyyy)	Class & No. of Shares	
452-31-9695	12016660	03/28/1967	1000 10090	
Last Name		First Name	MI	Title
CARTER		ANTHONY	D	PRESIDENT

Officer Director Stockholder Trustee/Beneficiary

SSN	Issuing State/DL No.	Date of Birth (mm/dd/yyyy)	Class & No. of Shares	
-	-	/ /		
Last Name		First Name	MI	Title

Officer Director Stockholder Trustee/Beneficiary

SSN	Issuing State/DL No.	Date of Birth (mm/dd/yyyy)	Class & No. of Shares	
-	-	/ /		
Last Name		First Name	MI	Title

Officer Director Stockholder Trustee/Beneficiary

SSN	Issuing State/DL No.	Date of Birth (mm/dd/yyyy)	Class & No. of Shares	
-	-	/ /		
Last Name		First Name	MI	Title

CORPORATE OWNERSHIP INFORMATION CONTINUED

<input type="checkbox"/> Officer <input type="checkbox"/> Director <input type="checkbox"/> Stockholder <input type="checkbox"/> Trustee/Beneficiary				
SSN - -	Issuing State/DL No.	Date of Birth (mm/dd/yyyy) / /	Class & No. of Shares	
Last Name		First Name		MI Title
<input type="checkbox"/> Officer <input type="checkbox"/> Director <input type="checkbox"/> Stockholder <input type="checkbox"/> Trustee/Beneficiary				
SSN - -	Issuing State/DL No.	Date of Birth (mm/dd/yyyy) / /	Class & No. of Shares	
Last Name		First Name		MI Title
<input type="checkbox"/> Officer <input type="checkbox"/> Director <input type="checkbox"/> Stockholder <input type="checkbox"/> Trustee/Beneficiary				
SSN - -	Issuing State/DL No.	Date of Birth (mm/dd/yyyy) / /	Class & No. of Shares	
Last Name		First Name		MI Title
<input type="checkbox"/> Officer <input type="checkbox"/> Director <input type="checkbox"/> Stockholder <input type="checkbox"/> Trustee/Beneficiary				
SSN - -	Issuing State/DL No.	Date of Birth (mm/dd/yyyy) / /	Class & No. of Shares	
Last Name		First Name		MI Title
<input type="checkbox"/> Officer <input type="checkbox"/> Director <input type="checkbox"/> Stockholder <input type="checkbox"/> Trustee/Beneficiary				
SSN - -	Issuing State/DL No.	Date of Birth (mm/dd/yyyy) / /	Class & No. of Shares	
Last Name		First Name		MI Title
<input type="checkbox"/> Officer <input type="checkbox"/> Director <input type="checkbox"/> Stockholder <input type="checkbox"/> Trustee/Beneficiary				
SSN - -	Issuing State/DL No.	Date of Birth (mm/dd/yyyy) / /	Class & No. of Shares	
Last Name		First Name		MI Title
<input type="checkbox"/> Officer <input type="checkbox"/> Director <input type="checkbox"/> Stockholder <input type="checkbox"/> Trustee/Beneficiary				
SSN - -	Issuing State/DL No.	Date of Birth (mm/dd/yyyy) / /	Class & No. of Shares	
Last Name		First Name		MI Title

IF YOU NEED MORE SPACE USE ADDITIONAL COPIES OF THIS PAGE



Limited Liability Company

L-LLC (6/2012)

The Limited Liability Company Form should be completed for all officers, managers, and members holding ownership in this business. This page is included in the Business Packet for new applicants who do not currently hold an active license/permit issued by TABC under the below Federal Employer Identification Number.

Submit this page with the completed business packet to your local TABC office after you receive prequalification for your location. For more information on how to prequalify, to find your local district office, and to determine ownership submission go to: www.tabc.state.tx.us.

ENTITY INFORMATION

1. Federal Employer Identification No. (FEIN)

462-

2. Business Entity Name

JBHAA INC (TOBACCO ROAD)

3. Charter No.

801 988 414

4. Date Approved (mm/dd/yyyy)

5 / 21 / 2013

State

TX

Class and Number of Memberships or Units Issued

1000 10090

LIMITED LIABILITY COMPANY OWNERSHIP INFORMATION

Officer Manager Member

SSN	Issuing State/DL No.	Date of Birth (mm/dd/yyyy)	Percent Membership or Units Held	
452-31-9695	TX 12016660	03/28 1967		
Last Name		First Name	MI	Title
CARTER		ANTHONY	D	PRESIDENT

452-31-9695

TX 12016660

03/28 1967

Last Name

First Name

MI

Title

CARTER

ANTHONY

D PRESIDENT

Officer Manager Member

SSN	Issuing State/DL No.	Date of Birth (mm/dd/yyyy)	Percent Membership or Units Held	
-	-	/ /		
Last Name		First Name	MI	Title

Last Name

First Name

MI

Title

Officer Manager Member

SSN	Issuing State/DL No.	Date of Birth (mm/dd/yyyy)	Percent Membership or Units Held	
-	-	/ /		
Last Name		First Name	MI	Title

Last Name

First Name

MI

Title

Officer Manager Member

SSN	Issuing State/DL No.	Date of Birth (mm/dd/yyyy)	Percent Membership or Units Held	
-	-	/ /		
Last Name		First Name	MI	Title

Last Name

First Name

MI

Title

LIMITED LIABILITY COMPANY OWNERSHIP INFORMATION CONTINUED

Officer Manager Member

SSN - -	Issuing State/DL No.	Date of Birth (mm/dd/yyyy) / /	Percent Membership or Units Held
------------	----------------------	-----------------------------------	----------------------------------

Last Name	First Name	MI	Title
-----------	------------	----	-------

Officer Manager Member

SSN - -	Issuing State/DL No.	Date of Birth (mm/dd/yyyy) / /	Percent Membership or Units Held
------------	----------------------	-----------------------------------	----------------------------------

Last Name	First Name	MI	Title
-----------	------------	----	-------

Officer Manager Member

SSN - -	Issuing State/DL No.	Date of Birth (mm/dd/yyyy) / /	Percent Membership or Units Held
------------	----------------------	-----------------------------------	----------------------------------

Last Name	First Name	MI	Title
-----------	------------	----	-------

Officer Manager Member

SSN - -	Issuing State/DL No.	Date of Birth (mm/dd/yyyy) / /	Percent Membership or Units Held
------------	----------------------	-----------------------------------	----------------------------------

Last Name	First Name	MI	Title
-----------	------------	----	-------

Officer Manager Member

SSN - -	Issuing State/DL No.	Date of Birth (mm/dd/yyyy) / /	Percent Membership or Units Held
------------	----------------------	-----------------------------------	----------------------------------

Last Name	First Name	MI	Title
-----------	------------	----	-------

Officer Manager Member

SSN - -	Issuing State/DL No.	Date of Birth (mm/dd/yyyy) / /	Percent Membership or Units Held
------------	----------------------	-----------------------------------	----------------------------------

Last Name	First Name	MI	Title
-----------	------------	----	-------

Officer Manager Member

SSN - -	Issuing State/DL No.	Date of Birth (mm/dd/yyyy) / /	Percent Membership or Units Held
------------	----------------------	-----------------------------------	----------------------------------

Last Name	First Name	MI	Title
-----------	------------	----	-------

IF YOU NEED MORE SPACE USE ADDITIONAL COPIES OF THIS PAGE



Partnership

L-P (6/2012)

The Partnership Form should be completed for all partnerships, limited partnerships, limited liability partnerships, and joint ventures holding ownership in this business. This page is included in the Business Packet for new applicants who do not currently hold an active license/permit issued by TABC under the below Federal Employer Identification Number.

Submit this page with the completed Business Packet to your local TABC office after you receive prequalification for your location. For more information on how to prequalify, to find your local district office, and to determine ownership submission go to: www.tabc.state.tx.us.

ENTITY INFORMATION

1. Federal Employer Identification No. (FEIN).

2. Business Entity Name

3. Charter No.

4. Date Approved (mm/dd/yyyy)

State

/ /

PARTNERSHIP INFORMATION

General Partner Limited Partner

SSN Issuing State/DL No. Date of Birth (mm/dd/yyyy) Percent of Interest

Last Name First Name MI Title

General Partner Limited Partner

SSN Issuing State/DL No. Date of Birth (mm/dd/yyyy) Percent of Interest

Last Name First Name MI Title

General Partner Limited Partner

SSN Issuing State/DL No. Date of Birth (mm/dd/yyyy) Percent of Interest

Last Name First Name MI Title

General Partner Limited Partner

SSN Issuing State/DL No. Date of Birth (mm/dd/yyyy) Percent of Interest

Last Name First Name MI Title

PARTNERSHIP INFORMATION CONTINUED

<input type="checkbox"/> General Partner <input type="checkbox"/> Limited Partner				
SSN	Issuing State/DL No.	Date of Birth (mm/dd/yyyy)	Percent of Interest	
- -		/ /		
Last Name		First Name	MI	Title
<input type="checkbox"/> General Partner <input type="checkbox"/> Limited Partner				
SSN	Issuing State/DL No.	Date of Birth (mm/dd/yyyy)	Percent of Interest	
- -		/ /		
Last Name		First Name	MI	Title
<input type="checkbox"/> General Partner <input type="checkbox"/> Limited Partner				
SSN	Issuing State/DL No.	Date of Birth (mm/dd/yyyy)	Percent of Interest	
- -		/ /		
Last Name		First Name	MI	Title
<input type="checkbox"/> General Partner <input type="checkbox"/> Limited Partner				
SSN	Issuing State/DL No.	Date of Birth (mm/dd/yyyy)	Percent of Interest	
- -		/ /		
Last Name		First Name	MI	Title
<input type="checkbox"/> General Partner <input type="checkbox"/> Limited Partner				
SSN	Issuing State/DL No.	Date of Birth (mm/dd/yyyy)	Percent of Interest	
- -		/ /		
Last Name		First Name	MI	Title
<input type="checkbox"/> General Partner <input type="checkbox"/> Limited Partner				
SSN	Issuing State/DL No.	Date of Birth (mm/dd/yyyy)	Percent of Interest	
- -		/ /		
Last Name		First Name	MI	Title

IF YOU NEED MORE SPACE USE ADDITIONAL COPIES OF THIS PAGE

Location Packet for Retailers Instructions

The Location Packet (L-L) is to be completed by all applicants for a license/permit. You will submit this packet after you have completed your prequalification packet for the location, and the location has been prequalified. This packet may include the following subpages depending on your answers.

- L-OP (owner of property) – completed if applicant does not own the land and building
- L-SL (sublessor) – completed if applicant has a sublease, concession or management agreement
- L-E (local cartage permit) – completed if applicant is a Package Store/Wine-Only Package Store or a Warehouse or Transfer Company

If you do not currently hold a license/permit you will also need to submit a Business Packet. Please go to www.tabc.state.tx.us for more information and to obtain the Business Packet, Prequalification Packet, and to find your local TABC Office, who will assist and guide you through the process.



Location Packet for Retailers

L-L (6/2012)

1. Trade Name of Location	JBHAA INC / TOBACCO ROAD
2. Location Address	2908 PARKWAY DR
3. Business Entity Name/Applicant	TOBACCO ROAD
4. Federal Employer Identification No. (FEIN)	462-831-425

INITIAL INFORMATION

5. Do you have a current and active license/permit issued by TABC under the above FEIN? Yes No
If "YES," please indicate the license/permit number of the last license/permit issued _____
If "NO," complete the Business Packet (L-B).

6. If you hold a current license/permit under the above FEIN has there been any change in the ownership or structure of the business since the last application was filed? Yes No
If "YES," complete the Business Packet for Reporting Changes (L-BRC).

OWNERSHIP/LEASE/SUBLEASE/MANAGEMENT INFORMATION

7. Does the applicant own the land and building at this proposed licensed location? Yes No
If "NO," please complete Owner of Property (L-OP).
NOTE: Be prepared to provide additional information (such as a copy of your lease) if requested.

8. If operating under a lease at this location, indicate:
Expiration date(s)/Options _____
Monthly rental amount \$ _____
Other fees and payments to landlord _____

9. Are you operating under any concession, service or management agreement(s) that contain terms for services or management beyond property rental? Yes No
If "YES," complete Sublessor (L-SL), indicate the following, and attach copy of agreement(s):
Expiration date(s)/Options _____
Monthly fee \$ _____
If you have a sublessor that differs from the management company enter sublessor name below and complete Form L-SL.
Sublessor Name _____

10. Are there any agreements, excluding the above, which require payment by the applicant in a dollar figure or percentage of gross or net income of the business? Yes No
If "YES," attach a copy of agreement.

11. Do you share the premises with another business entity? Yes No
If "YES," indicate the tradename(s) of business(es) and sales and use tax number(s) for other business(es):
Trade Name _____
Sales & Use Tax Number _____

12. Do you or anyone else at the location operate under a franchise agreement? Yes No
If "YES," you MUST have exclusive control of all phases of the purchase, sale, and service of alcoholic beverages.

SALES AND LOCATION INFORMATION

13. Provide the sales data for the last year of operation or projected annual sales at the proposed licensed premises:

Alcoholic Beverage Sales \$ \$ 300,000.00

Food Sales \$ _____

Other Sales \$ \$ 100,000

Total Sales \$ \$ 400,000.00

14. Is the proposed location in a hotel or motel? Yes No

15. Will the license or permit embrace the entire building and grounds at the address shown? Yes No
If "NO," attach the required diagram.

FINANCE INFORMATION

16. What is the amount of total investment from all sources for this location? \$ \$ 14,000.00
Please be prepared to provide copies of all documents related to the financing of this location.

17. List any person, firm, or corporation that has advanced or will advance any money, that holds any mortgage or encumbrances against the assets of the proposed business location, or that has signed or co-signed, guaranteed or financially assisted this business location for which you are seeking a license/permit. If a partnership or corporation, list entity along with partners/officers.

(If more space is needed, attach additional page.)

SSN or FEIN	Issuing State/DL No.	Date of Birth (mm/dd/yyyy)	Amount
<u>462831-425</u>		/ /	\$
Name, Corporation, Partner/Officer		Terms	
SSN or FEIN	Issuing State/DL No.	Date of Birth (mm/dd/yyyy)	Amount
-		/ /	\$
Name, Corporation, Partner/Officer		Terms	
SSN or FEIN	Issuing State/DL No.	Date of Birth (mm/dd/yyyy)	Amount
-		/ /	\$
Name, Corporation, Partner/Officer		Terms	
SSN or FEIN	Issuing State/DL No.	Date of Birth (mm/dd/yyyy)	Amount
-		/ /	\$
Name, Corporation, Partner/Officer		Terms	

MEASUREMENT INFORMATION

18. Making measurements from the door where the public enters your establishment to the nearest property line of a private/public school, will this location be within 1,000 feet of a private/public school?
 Yes No
 If "YES," give written notice of this application to the school officials and attach a copy of the notice to this application.

19. Is any property line of your premises within 300 feet of a residential address or established neighborhood association? Yes No
 If "YES," and if you are applying for an On-Premise License/Permit, and if a Food and Beverage Certificate is not applied for, notify each residential address and established neighborhood association. Attach a list of all addresses notified with a copy of the completed notice.
NOTE: Sample notice is located in the Application Guidelines.

**ON-PREMISE LICENSES AND PERMITS ONLY
 MEASUREMENT INFORMATION FOR APPLICANTS IN MUNICIPALITIES WITH A POPULATION OF
 1,500,000 OR MORE ACCORDING TO THE LAST FEDERAL CENSUS**

20. Will your business be located within 300 feet of residence, church, school, day care or social service facility when measuring in a straight line from the nearest point of the property line of the proposed location to the nearest point of the property line of any of these facilities? Yes No
 If "YES," is 75% or more of the applicant's actual or anticipated gross revenue from the sale of alcoholic beverages? Yes No
 If answers to both of the above are "YES," have you notified all tenants or property owners within five days of filing the original application that an application has been filed? Yes No

**WARNING AND
 SIGNATURE**

If Applicant Is/Must Sign	
Individual/Individual Owner	Corporation/Officer
Partnership/Partner	Limited Liability Company/ Officer or Manager
Limited Partnership/General Partner	

EACH LICENSEE OR PERMITTEE SHALL HAVE EXCLUSIVE OCCUPANCY AND CONTROL OF THE ENTIRE LICENSED LOCATION WITH RESPECT TO SALE OF ALCOHOLIC BEVERAGES. ANY ARRANGEMENT THAT SURRENDERS SUCH CONTROL OF THE EMPLOYEES, PREMISES OR BUSINESS, INCLUDING PROFITS AND LOSSES, TO PERSONS OTHER THAN THE LICENSEE OR PERMITTEE IS UNLAWFUL.

WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "...a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the penitentiary for not less than 2 nor more than 10 years."

BY SIGNING YOU ARE SWEARING TO ALL INFORMATION AND ATTACHMENTS TO THIS PACKET.

PRINT NAME _____ SIGN HERE _____
 TITLE _____

Before me, the undersigned authority, on this _____ day of _____, 20____, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN HERE _____
 NOTARY PUBLIC

S E A L



Owner of Property

L-OP (6/2012)

1. Trade Name of Location JBHAA INC TOBACCO ROAD
2. Indicate if owner of property is: <input type="checkbox"/> Owner of Land and Building <input type="checkbox"/> Owner of Land <input type="checkbox"/> Owner of Building <input type="checkbox"/> Owner of Boat If land and building are owned by different entities, complete Form L-OP for each entity.
3. Business Entity Name for Owner of Property
4. Federal Employer Identification No. (FEIN) for Owner of Property

COMPLETE THE FOLLOWING:

SSN - -	Issuing State/DL No.	Date of Birth (mm/dd/yyyy) / /
Full Legal Name of Individual, Partner, Officer (Last, First, Middle)		Title/Owner
SSN - -	Issuing State/DL No.	Date of Birth (mm/dd/yyyy) / /
Full Legal Name of Individual, Partner, Officer (Last, First, Middle)		Title/Owner
SSN - -	Issuing State/DL No.	Date of Birth (mm/dd/yyyy) / /
Full Legal Name of Individual, Partner, Officer (Last, First, Middle)		Title/Owner
SSN - -	Issuing State/DL No.	Date of Birth (mm/dd/yyyy) / /
Full Legal Name of Individual, Partner, Officer (Last, First, Middle)		Title/Owner
SSN - -	Issuing State/DL No.	Date of Birth (mm/dd/yyyy) / /
Full Legal Name of Individual, Partner, Officer (Last, First, Middle)		Title/Owner

IF YOU NEED MORE SPACE USE ADDITIONAL COPIES OF THIS PAGE



Sublessor

L-SL (6/2012)

1. Trade Name of Location

2. Indicate if sublessor is:
 Sublessor Concessionaire Management Company of Permittee

3. Business Entity Name for Sublessor, Concessionaire or Management Company

4. Federal Employer Identification No. (FEIN) for Sublessor, Concessionaire or Management Company

COMPLETE THE FOLLOWING:

SSN - -	Issuing State/DL No.	Date of Birth (mm/dd/yyyy) / /
Full Legal Name of Individual, Partner, Officer (Last, First, Middle)		Title/Owner
SSN - -	Issuing State/DL No.	Date of Birth (mm/dd/yyyy) / /
Full Legal Name of Individual, Partner, Officer (Last, First, Middle)		Title/Owner
SSN - -	Issuing State/DL No.	Date of Birth (mm/dd/yyyy) / /
Full Legal Name of Individual, Partner, Officer (Last, First, Middle)		Title/Owner
SSN - -	Issuing State/DL No.	Date of Birth (mm/dd/yyyy) / /
Full Legal Name of Individual, Partner, Officer (Last, First, Middle)		Title/Owner
SSN - -	Issuing State/DL No.	Date of Birth (mm/dd/yyyy) / /
Full Legal Name of Individual, Partner, Officer (Last, First, Middle)		Title/Owner
SSN - -	Issuing State/DL No.	Date of Birth (mm/dd/yyyy) / /
Full Legal Name of Individual, Partner, Officer (Last, First, Middle)		Title/Owner

IF YOU NEED MORE SPACE USE ADDITIONAL COPIES OF THIS PAGE



Business Packet for Reporting Changes L-BRC (8/2012)

The Business Packet for Reporting Changes is to be used to report any changes to your current business structure. You must complete the entire Business Packet for Reporting Changes including all ownership information. Personal history sheets (PHS) must be submitted on individuals as required that are new to your entity. See the application guidelines for information on submitting PHS. This packet includes L-BRC and the below entity pages that coincide with your business structure.

- L-C (Corporation, Trust, City, County or University)
- L-P (Partnership)
- L-LLC (Limited Liability Company)
- L-40.2 (Personal History Sheet)

INDICATE ALL CHANGE(S) YOU ARE REPORTING WITH THIS APPLICATION

1. Current License/Permit No.

2. Type of Change

- | | |
|--|---|
| <input type="checkbox"/> Officer, Manager, Director, Stockholder, Member | <input type="checkbox"/> Merger |
| <input type="checkbox"/> Partner (limited or general) | <input type="checkbox"/> Conversion |
| <input type="checkbox"/> Trustee/Beneficiary | <input type="checkbox"/> Consolidation (Package Store Only) |
| <input type="checkbox"/> Change of Business Entity | <input type="checkbox"/> Other _____ |

3. Are you applying for a change of class? Yes No

If "YES," indicate type of change:

- FROM Wine and Beer Retailer's Permit (BG) TO Wine and Beer Retailer's Off-Premise Permit (BQ)
- FROM Beer Retailer's On-Premise License (BE) TO Beer Retailer's Off-Premise License (BF)

OWNER INFORMATION

4. Owner of Business on Current License/Permit

5. Federal Employer Identification No. (FEIN)

OWNER INFORMATION (ONLY FOR CHANGE OF BUSINESS ENTITY, MERGER, AND CONVERSION)

6. Type of Owner

- | | | |
|--|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> City/County/University |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Trust | |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Joint Venture | |

7. Effective Date of Change (mm/dd/yyyy)

/ /

BUSINESS INFORMATION

8. Has any person listed in this Business Packet, or his or her spouse, been finally convicted or received deferred adjudication for any of the following offenses? Yes No

If "YES," indicate type of offense and attach an explanation:

- any felony offense
- prostitution
- bookmaking
- gambling or gaming
- bootlegging
- vagrancy offense involving moral turpitude
- any offense involving dangerous drugs or controlled substances as defined in Texas Controlled Substances Act
- any offense involving firearms or a deadly weapon
- more than three violations of the Texas Alcoholic Beverage Code relating to minors
- violations of the Texas Alcoholic Beverage Code resulting in a criminal fine of \$500
- violations of an individual's civil rights or discrimination against an individual on the basis or race, color, creed or national origin

If "YES," has it been five years since the termination of a sentence, parole or probation served for any offenses indicated above? Yes No

If "NO," attach an explanation.

9. Has any person listed in this Business Packet, or his or her spouse, had a cancellation of a license or permit in the past five years? Yes No

If "YES," attach an explanation.

The applicant or license/permit holder may have an interest, directly or indirectly, in only one level of the alcoholic beverage industry; i.e., manufacturing, wholesaling or retailing. You or your agent, servant or employee may not be employed in any capacity at different levels, may not rent or lease property or equipment from or to an entity operating at another level, may not secure credit or a loan in any form for an entity at another level, cannot control in any fashion the interests of a licensee/permittee at a different level.

10. Is any person listed in this Business Packet, or in the ownership of this permit/license, in violation of the above requirements? Yes No
If "YES," attach an explanation.

**COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATE
(FOR CHANGE OF ENTITY ONLY)**

This is to certify on this _____ day of _____, 20____, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit.

Sales Tax Permit Number _____ Outlet Number _____

Print Name of Comptroller Employee _____

Print Title of Comptroller Employee _____

SIGN HERE _____ FIELD OFFICE _____

SEAL

WARNING AND SIGNATURE

If Applicant Is/Must Sign

Individual/Individual Owner

Corporation/Officer

Partnership/Partner

Limited Liability Company/ Officer or Manager

Limited Partnership/General Partner

EACH LICENSEE OR PERMITTEE SHALL HAVE EXCLUSIVE OCCUPANCY AND CONTROL OF THE ENTIRE LICENSED LOCATION WITH RESPECT TO SALE OF ALCOHOLIC BEVERAGES. ANY ARRANGEMENT THAT SURRENDERS SUCH CONTROL OF THE EMPLOYEES, PREMISES OR BUSINESS, INCLUDING PROFITS AND LOSSES, TO PERSONS OTHER THAN THE LICENSEE OR PERMITTEE IS UNLAWFUL.

WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "...a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the penitentiary for not less than 2 nor more than 10 years."

BY SIGNING YOU ARE SWEARING TO ALL INFORMATION AND ATTACHMENTS TO THIS PACKET.

PRINT NAME _____ SIGN HERE _____

TITLE _____

Before me, the undersigned authority, on this _____ day of _____, 20____, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN HERE _____
NOTARY PUBLIC

SEAL



Regular City Council Meeting

6. 7.

Meeting Date: 03/26/2015

Information

Agenda Item

Ordinance - Finance: Consider an ordinance providing for the issuance of City of Lubbock, Texas, Tax and Waterworks System Surplus Revenue Certificates of Obligation, Series 2015; Levying a tax and pledging surplus waterworks system revenues in payment thereof; providing for the award of the sale thereof in accordance with specified parameters; approving the official statement; approving execution of a purchase contract; and enacting other provisions relating thereto.

Item Summary

On February 12, 2015, the City Council approved the first step in the issuance process by authorizing publication of a Notice of Intent to Issue Tax and Waterworks System Surplus Revenue Certificates of Obligation (Certificates). Upon approval of this ordinance, the City will be able to sell the Certificates on a negotiated basis. The ordinance authorizing the issuance of the Certificates is a "parameters ordinance" delegating authority to the Mayor, City Manager, or Executive Director of Finance (each an Authorized Officer) to determine the timing, terms, and interest rates, of the issuance. The ordinance expires after a six month period and designates parameters to which the Authorized Officers must conform to execute the sale of the Certificates. The delegated authority allows the City to attain the most attractive rates and terms by offering the Certificates when market conditions are favorable.

The following conditions must be satisfied in order for the Authorized Officers to act on behalf of the City in selling and delivering the Certificates to the Underwriter: a) the price to be paid for the Certificates shall not be less than 90% of the aggregate principal amount of the Certificates; b) the Certificates shall not bear interest at a rate greater than the maximum rate allowed by Chapter 1204, Texas Government Code, as amended; c) the aggregate principal amount of the Certificates shall produce proceeds in an amount sufficient, as determined by the Authorized Officer, to fund the purpose described in Section 3.01 and such aggregate principal amount shall not exceed \$128,000,000; d) the maximum maturity for the Certificates shall not exceed twenty-one years; and e) the Certificates to be issued, prior to delivery, must have been rated by a nationally recognized agency for municipal securities in one of the four highest rating categories for long term obligations.

The City will sell the Certificates on a negotiated basis. The City and RBC Capital Markets, the City's financial advisor, will negotiate a purchase price for the Certificates with the City's underwriters (Wells Fargo, lead underwriter, Citi Municipal Securities, Raymond James, Hutchinson Early & Shockley, and Barclays).

Pursuant to Section 1201.028(3), Texas Government Code, the authorization of a public security is effective immediately with only one reading of the ordinance. The ordinance excludes certain information that is unknown as of the printing of the backup material. Examples include annual principal and interest amounts and maturity dates. Once negotiations have concluded, the final results will be provided to the City Council. The projects that will be funded with the Certificates have been approved by City Council in the FY 2014-2015 Capital Improvement Plan. City Council has adopted a reimbursement resolution on October 9, 2014 allowing projects to start prior to the issuance of the Certificates. A draft preliminary official statement is available in the City Secretary's office.

Fiscal Impact

Annual payments will be made from the revenues of the City. The bond proceeds will be used to fund the capital projects and pay cost of issuance related to the financing.

Staff/Board Recommending

Pamela Moon, CPA, Executive Director of Finance

Attachments

Ordinance - 2015 CO

2015 CO Project

ORDINANCE

relating to

CITY OF LUBBOCK, TEXAS
TAX AND WATERWORKS SYSTEM SURPLUS REVENUE
CERTIFICATES OF OBLIGATION,
SERIES 2015

Adopted: March 26, 2015

TABLE OF CONTENTS

	Page
Recitals.....	1
ARTICLE I DEFINITIONS AND OTHER PRELIMINARY MATTERS	
Section 1.01. Definitions.....	2
Section 1.02. Findings.....	5
Section 1.03. Table of Contents, Titles, and Headings.....	5
Section 1.04. Interpretation.....	6
ARTICLE II SECURITY FOR THE CERTIFICATES; INTEREST AND SINKING FUND; PRIOR LIEN OBLIGATIONS	
Section 2.01. Payment of the Certificates.....	6
Section 2.02. Interest and Sinking Fund.....	7
ARTICLE III AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES	
Section 3.01. Authorization.....	7
Section 3.02. Date, Denomination, Maturities, and Interest.....	8
Section 3.03. Medium, Method, and Place of Payment.....	9
Section 3.04. Execution and Registration of Certificates.....	10
Section 3.05. Ownership.....	10
Section 3.06. Registration, Transfer, and Exchange.....	11
Section 3.07. Cancellation.....	12
Section 3.08. Temporary Certificates.....	12
Section 3.09. Replacement Certificates.....	12
Section 3.10. Book-Entry-Only System.....	13
Section 3.11. Successor Securities Depository; Transfer Outside Book-Entry-Only System.....	14
Section 3.12. Payments to Cede & Co.....	14
ARTICLE IV REDEMPTION OF CERTIFICATES BEFORE MATURITY	
Section 4.01. Redemption.....	15
Section 4.02. Optional Redemption.....	15
Section 4.03. Mandatory Sinking Fund Redemption.....	15
Section 4.04. Partial Redemption.....	15
Section 4.05. Notice of Redemption to Owners.....	16
Section 4.06. Payment Upon Redemption.....	16
Section 4.07. Effect of Redemption.....	17
Section 4.08. Lapse of Payment.....	17

ARTICLE V
PAYING AGENT/REGISTRAR

Section 5.01.	Appointment of Paying Agent/Registrar.	17
Section 5.02.	Qualifications.	17
Section 5.03.	Maintaining Paying Agent/Registrar.	18
Section 5.04.	Termination.	18
Section 5.05.	Notice of Change to Owners.	18
Section 5.06.	Agreement to Perform Duties and Functions.	18
Section 5.07.	Delivery of Records to Successor.	18

ARTICLE VI
FORM OF THE CERTIFICATES

Section 6.01.	Form Generally.	18
Section 6.02.	CUSIP Registration.	19
Section 6.03.	Legal Opinion.	19
Section 6.04.	Statement of Insurance.	19

ARTICLE VII
SALE AND DELIVERY OF CERTIFICATES; DEPOSIT OF PROCEEDS

Section 7.01.	Sale of Certificates; Official Statement.	19
Section 7.02.	Control and Delivery of Certificates.	21
Section 7.03.	Deposit of Proceeds.	21

ARTICLE VIII
INVESTMENTS

Section 8.01.	Investments.	22
Section 8.02.	Investment Income.	22

ARTICLE IX
PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01.	Payment of the Certificates.	22
Section 9.02.	Other Representations and Covenants.	22
Section 9.03.	Federal Income Tax Exclusion.	23

ARTICLE X
DEFAULT AND REMEDIES

Section 10.01.	Events of Default.	25
Section 10.02.	Remedies for Default.	25
Section 10.03.	Remedies Not Exclusive.	26

ARTICLE XI
DISCHARGE

Section 11.01.	Discharge.	26
----------------	-----------------	----

ARTICLE XII
CONTINUING DISCLOSURE UNDERTAKING

Section 12.01. Annual Reports.26
Section 12.02. Event Notices.....27
Section 12.03. Identifying Information.....28
Section 12.04. Limitations, Disclaimers and Amendments.....28

ARTICLE XIII
AMENDMENTS; ATTORNEY GENERAL MODIFICATION

Section 13.01. Amendments.29
Section 13.02. Attorney General Modification.....30

ARTICLE XIV
EFFECTIVE IMMEDIATELY

Section 14.01. Effective Immediately.....30

Exhibit A - Description of Annual Disclosure of Financial Information A-1
Exhibit B - Sale ParametersB-1
Exhibit C - Form of the CertificatesC-1

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF CITY OF LUBBOCK, TEXAS, TAX AND WATERWORKS SYSTEM SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2015; LEVYING A TAX AND PLEDGING SURPLUS WATERWORKS SYSTEM REVENUES IN PAYMENT THEREOF; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; APPROVING THE OFFICIAL STATEMENT; APPROVING EXECUTION OF A PURCHASE CONTRACT; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, under the provisions of Subchapter C, Chapter 271, Texas Local Government Code, as amended, the City of Lubbock, Texas (the "City"), after giving proper notice, is authorized to issue and sell for cash its certificates of obligation (herein defined as the "Certificates") that are secured by and payable from the ad valorem taxes and other revenues specified in Article II of this Ordinance, and that are issued in the amount, for the purposes, and with the provisions set forth in Section 3.01 of this Ordinance;

WHEREAS, pursuant to a resolution heretofore passed by the City Council, notice of intention to issue the Certificates was published in a newspaper of general circulation in the City in accordance with applicable law;

WHEREAS, no petition signed by at least five percent of the qualified electors of the City has been filed with the City Secretary protesting the issuance of the Certificates;

WHEREAS, the City Council is now authorized and empowered to proceed with the issuance and sale of the Certificates, and hereby finds and determines that it is necessary and in the best interests of the City and its citizens that it authorize the issuance of the Certificates in accordance with the terms and provisions of this Ordinance at this time;

WHEREAS, the City is an "Issuer" within the meaning of Chapter 1371, Texas Government Code ("Chapter 1371"), as amended, and the City Council desires to delegate, pursuant to Chapter 1371 and the parameters of this Ordinance, to the Authorized Officer (hereinafter defined), the authority to approve the principal amount, the interest rate, number of series, the price and the other terms of the Certificates authorized hereby and to otherwise take such actions as are necessary and appropriate to effect the sale of the Certificates;

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and public notice of the time, place, and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; therefore,

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

ARTICLE I
DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

“Authorized Officer” means each of the Mayor, the City Manager and the Executive Director of Finance, acting individually.

“Certificate” means any of the Certificates.

“Certificate Date” means the date designated as the initial date of the Certificates by Section 3.02(a) of this Ordinance.

“Certificates” means the certificates of obligation authorized to be issued by Section 3.01 of this Ordinance.

“City” means the City of Lubbock, Texas.

“Closing Date” means the date of the initial delivery of and payment for the Certificates.

“Code” means the Internal Revenue Code of 1986, as amended by all legislation, if any, enacted on or before the Issue Date.

“Computation Date” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Designated Payment/Transfer Office” means the Designated Payment/Transfer Office, as designated in the Paying Agent/Registrar Agreement, or such other location designated by the Paying Agent/Registrar.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“EMMA” means the Electronic Municipal Market Access System.

“Event of Default” means any event of default as defined in Section 10.01 of this Ordinance.

“Fiscal Year” means such fiscal year as shall from time to time be set by the City Council.

“Gross Proceeds” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Gross Revenues” means, with respect to any period, all income, revenues and receipts received from the operation and ownership of the System.

“Initial Certificate” means the initial Certificate authorized by Section 3.04 of this Ordinance.

“Interest and Sinking Fund” means the “Series 2015 Interest and Sinking Fund” established in Section 2.02 hereof.

“Interest Payment Date” means the date or dates on which interest on the Certificates is scheduled to be paid until their respective dates of maturity or prior redemption, as set forth in the Pricing Certificate.

“Investment” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Issue Date” for each series of Certificates or other obligations of the City is the respective date on which such series of Certificates or other obligations of the City is delivered against payment therefor.

“MSRB” means the Municipal Securities Rulemaking Board.

“Net Revenues” means the Gross Revenues of the System, with respect to any period, after deducting the System’s Operating and Maintenance Expenses during such period.

“Net Sale Proceeds” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Nonpurpose Investment” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Official Statement” means a document described in Section 7.01(c) prepared for dissemination to potential investors in connection with the public offering and sale of Certificates.

“Operating and Maintenance Expenses” means all reasonable and necessary expenses directly related and attributable to the operation and maintenance of the System, including, but not limited to, the costs of insurance, the purchase and carrying of stores, materials, and supplies, the payment of salaries and labor, and other expenditures reasonably and properly charged, under generally accepted accounting principles, to the operation and maintenance of the System or by statute deemed to be a first lien against the Gross Revenues. Depreciation charges on equipment, machinery, plants and other facilities comprising the System and expenditures classed under generally accepted accounting principles as capital expenditures shall not be considered as “Operating and Maintenance Expenses” for purposes of determining “Net Revenues.”

“Owner” means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

“Paying Agent/Registrar” means the bank or trust company identified in the Paying Agent/Registrar Agreement referred to in Section 5.01 of this Ordinance, or any successor thereto as provided in this Ordinance.

“Preliminary Official Statement” means a document described in Section 7.01(c) prepared for dissemination to potential investors prior to the availability of the final Official Statement.

“Pricing Certificate” means a certificate or certificates signed by an Authorized Officer establishing the terms and features of each series of Certificates in accordance with Section 7.01 hereof.

“Prior Lien Obligations” means all bonds or other similar obligations of the City presently outstanding or that may be hereafter issued, payable in whole or in part from and secured by a first lien on and pledge of the Net Revenues of the System or by a lien on and pledge of the Net Revenues subordinate to a first lien on and pledge of the Net Revenues but superior to the lien on and pledge of the Surplus Revenues made for the Certificates.

“Proceeds” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Project” means the purposes for which the Certificates are issued as set forth in Section 3.01.

“Purchase Contract” means the purchase contract pursuant to which the Certificates are sold to the Underwriters.

“Rebate Amount” has the meaning stated in Section 1.148-3 of the Regulations.

“Record Date” means the date specified in the Pricing Certificate.

“Register” means the Register specified in Section 3.06(a) of this Ordinance.

“Regulations” means the final or temporary Income Tax Regulations applicable to the Certificates issued pursuant to Sections 141 through 150 of the Code. Any reference to a section of the Regulations shall also refer to any successor provision to such section hereafter promulgated by the Internal Revenue Service pursuant to Sections 141 through 150 of the Code and applicable to the Certificates.

“Representation Letter” means the Blanket Letter of Representations between the City and DTC.

“Representative” means the representative for the Underwriters named in the Purchase Contract.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“Series 2015 Bonds” means any of the City’s General Obligation Refunding Bonds authorized to be issued in one or more series in accordance with the terms of an ordinance of the City adopted concurrently with this Ordinance.

“Special Payment Date” means the Special Payment Date prescribed by Section 3.03(b).

“Special Record Date” means the Special Record Date prescribed by Section 3.03(b).

“Surplus Revenues” means the Net Revenues of the System in an amount not to exceed \$1,000 remaining after payment of all debt service, reserve and other requirements in connection with the City’s Prior Lien Obligations.

“System” means the City’s Waterworks System, being all properties, facilities and plants currently owned, operated and maintained by the City for the supply, treatment, transmission and distribution of treated, potable water, together with all future extensions, improvements, replacements and additions thereto.

“Term Certificates” has the meaning set forth in Section 4.03 hereof.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of principal of or interest on the Certificates as the same come due and payable and remaining unclaimed by the Owners of such Certificates after the applicable payment or redemption date.

“Underwriters” means the underwriters named in the Purchase Contract.

“Yield of”

- (i) any Investment shall be computed in accordance with Section 1.148-5 of the Regulations, and
- (ii) the Bonds shall be computed in accordance with Section 1.148-4 of the Regulations.

Section 1.02. Findings.

The declarations, determinations, and findings declared, made, and found in the preamble to this Ordinance are hereby adopted, restated, and made a part of the operative provisions hereof.

Section 1.03. Table of Contents, Titles, and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

(c) Should Series 2015 Bonds not be sold pursuant to the ordinance authorizing their issuance, references in this Ordinance thereto shall be deemed surplusage.

ARTICLE II
SECURITY FOR THE CERTIFICATES; INTEREST AND SINKING FUND;
PRIOR LIEN OBLIGATIONS

Section 2.01. Payment of the Certificates.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each succeeding year thereafter while any of the Certificates or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the City, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Certificates, being (i) the interest on the Certificates, and (ii) a sinking fund for their redemption at maturity or a sinking fund of two percent (2%) per annum (whichever amount is the greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the City most recently approved in accordance with law, and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Certificates when and as due and payable in accordance with their terms and this Ordinance.

(d) The City hereby covenants and agrees that the Surplus Revenues are hereby irrevocably pledged equally and ratably to the payment of the principal of and interest on the Certificates. The City reserves the right to issue Prior Lien Obligations for any lawful purpose, at any time, in one or more installments.

(e) The amount of taxes to be assessed annually for the payment of debt service on the Certificates shall be determined in the following manner:

(i) The City's annual budget shall reflect (A) the amount of debt service requirements to become due on the Certificates in the next ensuing Fiscal Year and (B)

the amount on deposit and budgeted for deposit in the Interest and Sinking Fund on the date such budget is approved.

(ii) The amount required to be provided in the next succeeding Fiscal Year from ad valorem taxes shall be the amount, if any, that the debt service requirements on the Certificates to be paid during the next Fiscal Year exceeds the amount then on deposit and budgeted for deposit in the Interest and Sinking Fund prior to the levy of such ad valorem taxes.

(iii) Following approval of the City's annual budget, the City Council shall, by ordinance, establish a tax rate that is sufficient to produce taxes in an amount which, when added to the amount then on deposit or budgeted for deposit in the Interest and Sinking Fund, will be sufficient to pay debt service on the Certificates when due during the next Fiscal Year.

(f) If the liens and provisions of this Ordinance shall be released in a manner permitted by Article XI hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit. In determining the aggregate principal amount of outstanding Certificates, there shall be subtracted the amount of any Certificates that have been duly called for redemption and for which money has been deposited with the Paying Agent/Registrar for such redemption.

Section 2.02. Interest and Sinking Fund.

(a) The City hereby establishes a special fund or account to be designated the "City of Lubbock, Texas, Tax and Waterworks System Surplus Revenue Certificates of Obligation, Series 2015, Interest and Sinking Fund" (the "Interest and Sinking Fund"), said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in or required by this Ordinance to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on and principal of the Certificates when and as due and payable in accordance with their terms and this Ordinance.

ARTICLE III
AUTHORIZATION; GENERAL TERMS AND PROVISIONS
REGARDING THE CERTIFICATES

Section 3.01. Authorization.

The City's certificates of obligation to be designated "City of Lubbock, Texas, Tax and Waterworks System Surplus Revenue Certificates of Obligation, Series 2015" (the "Certificates"), or such other designation or designations as set forth in the Pricing Certificate, are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, specifically Subchapter C, Chapter 271, Texas Local Government Code, as amended, Chapter 1371 and Article VIII of the City's Home-Rule Charter. The Certificates may be issued in one or more series, on the dates and in the aggregate principal amount designated in

the Pricing Certificate therefor for the purpose of paying contractual obligations to be incurred for the following purposes, to wit: (i) construction, improvement, renovation and equipment of a new City Hall and acquisition of land, buildings and other facilities related thereto; (ii) improvements and renovations to the existing City Hall; (iii) construction, improvement, renovation and equipment of police department facilities and acquisition of land, buildings and other facilities related thereto; (iv) construction, improvement, renovation and equipment of public works facilities at Municipal Hill; (v) improvements and extensions to City streets, including sidewalks, street lighting, traffic signals/controllers and traffic signal communication systems, signage, landscaping, utility improvements, extensions, relocations and acquisition of land and rights-of-way in connection therewith; (vi) design, relocation and upgrading of public utility infrastructure in the Central Business District; (vii) park and recreation system improvements; (viii) renovations and improvements to public libraries; (ix) radio system upgrades; (x) renovations and improvements to the Lubbock Preston Smith International Airport facilities, including runway improvements; (xi) construction, improvement and equipment of fire department facilities; (xii) construction, improvement and equipment of a new emergency operations center; (xiii) animal shelter expansion; (xiv) communication system expansion, including installation of fiber communication equipment; (xv) improvements, renovations, replacements, relocations and extensions to the City's Wastewater System, including Northwest Water Reclamation Plant and South Lubbock Sanitary Sewer Expansion; (xvi) improvements, renovations, replacements, relocations and extensions to the City's Waterworks System (collectively, with items (i)-(xv), the "Project") and (xvii) payment of professional services of attorneys, financial advisors, engineers and other professionals in connection with the Project and the issuance of the Certificates. The aggregate principal amount of all Certificates issued pursuant to this Ordinance shall not exceed \$128,000,000.

Section 3.02. Date, Denomination, Maturities, and Interest.

(a) The Certificates shall be dated the date set forth in the Pricing Certificate (the "Certificate Date"). The Certificates shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof and shall be numbered separately from one upward, except the Initial Certificate, which shall be numbered T-1 or in such other manner provided in the Pricing Certificate.

(b) The Certificates shall mature on the date or dates, in the years and in the principal amounts set forth in the Pricing Certificate provided that the maximum maturity for the Certificates shall not exceed the number of years set forth in Exhibit B.

(c) Interest shall accrue and be paid on each Certificate respectively until its maturity or prior redemption, from the later of the Certificate Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the Pricing Certificate. Such interest shall be payable on each Interest Payment Date until maturity or prior redemption. Interest on the Certificates shall be calculated on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each, or on such other basis as set forth in the Pricing Certificate.

Section 3.03. Medium, Method, and Place of Payment.

(a) The principal of and interest on the Certificates shall be paid in lawful money of the United States of America.

(b) Interest on the Certificates shall be payable to the Owners as shown in the Register at the close of business on the Record Date; provided, however, in the event of nonpayment of interest on a scheduled Interest Payment Date and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") shall be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be fifteen (15) days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by first-class United States mail, postage prepaid, to the address of each Owner of a Certificate appearing on the Register at the close of business on the last business day next preceding the date of mailing of such notice.

(c) Interest shall be paid by check, dated as of the Interest Payment Date, and sent United States mail, first class postage prepaid, by the Paying Agent/Registrar to each Owner, at the address thereof as it appears in the Register, or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, that the Owner shall bear all risk and expense of such other banking arrangement. At the option of an Owner of at least \$1,000,000 principal amount of the Certificates, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar.

(d) The principal of each Certificate shall be paid to the Owner thereof on the due date, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(f) Unclaimed Payments shall be segregated in a special escrow account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owners of the Certificates to which the Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment on the Certificates thereafter coming due; to the extent any such moneys remain three (3) years after the retirement of all outstanding Certificates, such moneys shall be paid to the City to be used for

any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar, nor any other person shall be liable or responsible to any Owners of such Certificates for any further payment of such unclaimed moneys or on account of any such Certificates, subject to Title 6 of the Texas Property Code.

Section 3.04. Execution and Registration of Certificates.

(a) The Certificates shall be executed on behalf of the City by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Certificate has been duly approved by the Attorney General of the State of Texas, that it is a valid and binding obligation of the City, and that it has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Certificate reflecting the terms set forth in the Pricing Certificate and representing the entire principal amount of all Certificates, payable in stated installments to the Representative, or its designee, executed by the Mayor and City Secretary of the City by their manual or facsimile signatures, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Representative or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver a single registered, definitive Certificate for each maturity, in the aggregate principal amount thereof, to DTC on behalf of the Underwriters.

Section 3.05. Ownership.

(a) The City, the Paying Agent/Registrar, and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the

purpose of making and receiving payment as herein provided (except interest shall be paid to the person in whose name such Certificate is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Certificate shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.06. Registration, Transfer, and Exchange.

(a) So long as any Certificates remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Ordinance.

(b) The ownership of a Certificate may be transferred only upon the presentation and surrender of the Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Certificate shall be effective until entered in the Register.

(c) The Certificates shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Certificate or Certificates of the same series, maturity and interest rate and in a denomination or denominations of any integral multiple of \$5,000, and in an aggregate principal amount equal to the unpaid principal amount of the Certificates presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Certificates exchanged for other Certificates in accordance with this Section.

(d) Each exchange Certificate delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such exchange Certificate is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Certificates. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Certificate.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Certificate called for redemption, in whole or in part, where such redemption is scheduled to occur within forty-five (45) calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Certificate.

Section 3.07. Cancellation.

All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall then return such cancelled Certificates to the City or may in accordance with law destroy such cancelled Certificates and periodically furnish the City with certificates of destruction of such Certificates.

Section 3.08. Temporary Certificates.

(a) Following the delivery and registration of the Initial Certificate and pending the preparation of definitive Certificates, the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Certificates that are printed, lithographed, typewritten, mimeographed, or otherwise produced, in any denomination, substantially of the tenor of the definitive Certificates in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions, and other variations as the officers of the City executing such temporary Certificates may determine, as evidenced by their signing of such temporary Certificates.

(b) Until exchanged for Certificates in definitive form, such Certificates in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Certificates in definitive form; thereupon, upon the presentation and surrender of the Certificate or Certificates in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Certificates in temporary form and shall authenticate and deliver in exchange therefor a Certificate or Certificates of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Certificate or Certificates in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09. Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of the same series and of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of the same series and of like tenor and

principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction, or theft of such Certificate;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar, and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed, or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate when it becomes due and payable.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 3.10. Book-Entry-Only System.

(a) Notwithstanding any other provision hereof, upon initial issuance of the Certificates, the Certificates shall be registered in the name of Cede & Co., as nominee of DTC. The definitive Certificates shall be initially issued in the form of a single separate certificate for each of the maturities thereof.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an

Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute owner of such Certificate for the purpose of payment of principal of and interest on Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the respective Owners as shown in the Register, as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) The Representation Letter previously executed and delivered by the City, and applicable to the City's obligations delivered in book-entry-only form to DTC as securities depository, is hereby ratified and approved for the Certificates.

Section 3.11. Successor Securities Depository; Transfer Outside Book-Entry-Only System.

In the event that the City determines that it is in the best interest of the City and the beneficial owners of the Certificates that they be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Certificates and cause the Paying Agent/Registrar to transfer one or more separate registered Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 3.12. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as the Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificates, and all notices with respect to such

Certificates shall be made and given, respectively, in the manner provided in the Representation Letter of the City to DTC.

ARTICLE IV REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.01. Redemption.

The Certificates are subject to redemption before their scheduled maturity only as provided in this Article IV.

Section 4.02. Optional Redemption.

(a) The City reserves the option to redeem Certificates in the manner provided in the Form of Certificate attached hereto as Exhibit C, with such changes as are required by the Pricing Certificate.

(b) If less than all of the Certificates are to be redeemed pursuant to an optional redemption, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot, or by any other customary method that results in a random selection, the Certificates, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(c) The City, at least forty-five (45) days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Certificates to be redeemed.

Section 4.03. Mandatory Sinking Fund Redemption.

Certificates designated as “Term Certificates,” if any, in the Pricing Certificate are subject to scheduled mandatory redemption and will be redeemed by the City, out of moneys available for such purpose in the Interest and Sinking Fund, in the manner provided in the Form of Certificate attached hereto as Exhibit C, with such changes as are required by the Pricing Certificate. Term Certificates shall be subject to mandatory redemption at the price, on the dates, and in the respective principal amounts set forth in the Pricing Certificate.

Section 4.04. Partial Redemption.

(a) A portion of a single Certificate of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Certificate is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(b) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and

deliver an exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered, such exchange being without charge.

(c) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Certificate as to which only a portion thereof is to be redeemed.

Section 4.05. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by United States mail, first class postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the business day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Certificates are to be surrendered for payment, and, if less than all the Certificates outstanding are to be redeemed, an identification of the Certificates or portions thereof to be redeemed.

(c) The City reserves the right to give notice of its election or direction to redeem Certificates under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.06. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of and accrued interest on the Certificates being redeemed.

(b) Upon presentation and surrender of any Certificate called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of and accrued interest on such Certificate to the date of redemption from the money set aside for such purpose.

Section 4.07. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.05 of this Ordinance and subject to any conditions or rights reserved by the City under Section 4.05(c), the Certificates or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in its obligation to make provision for the payment of the principal thereof or accrued interest thereon, such Certificates or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Certificates are presented and surrendered for payment on such date.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall remain outstanding and continue to bear interest at the rate stated on the Certificate until due provision is made for the payment of same by the City.

Section 4.08. Lapse of Payment.

Money set aside for the redemption of Certificates and remaining unclaimed by the Owners of such Certificates shall be subject to the provisions of Section 3.03(f) hereof.

ARTICLE V
PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Paying Agent/Registrar.

The form of Paying Agent/Registrar Agreement presented at the meeting at which this Ordinance was approved and the appointment of the Paying Agent/Registrar identified therein are hereby approved.

The Mayor is hereby authorized and directed to execute the Paying Agent/Registrar Agreement with the Paying Agent/Registrar, specifying the duties and responsibilities of the City and the Paying Agent/Registrar, in substantially the form presented at the meeting at which this Ordinance was approved with such changes as may be approved by the Mayor or an Authorized Officer. The signature of the Mayor shall be attested by the City Secretary.

Section 5.02. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Certificates.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04. Termination.

The City, upon not less than sixty (60) days notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.05. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by United States mail, first class postage prepaid, at the address thereof in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

ARTICLE VI
FORM OF THE CERTIFICATES

Section 6.01. Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Certificates, (i) shall be generally in the form set forth in Exhibit C hereto, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and the Pricing Certificate, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an

opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) Any portion of the text of any Certificates may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Certificates.

(c) The definitive Certificates, if any, shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

(d) The Initial Certificate submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02. CUSIP Registration.

The City may secure identification numbers through CUSIP Global Services, managed on behalf of the American Bankers Association by Standard & Poor's Financial Services LLC, and may authorize the printing of such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Certificates shall be of no significance or effect in regard to the legality thereof and neither the City nor the attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Certificates.

Section 6.03. Legal Opinion.

The approving legal opinion of Andrews Kurth LLP, Bond Counsel, may be attached to or printed on the reverse side of each Certificate over the certification of the City Secretary of the City, which may be executed in facsimile.

Section 6.04. Statement of Insurance.

A statement relating to a municipal bond insurance policy, if any, to be issued for any Certificate or Certificates may be printed on or attached to each such Certificate.

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATES; DEPOSIT OF PROCEEDS

Section 7.01. Sale of Certificates; Official Statement.

(a) The Certificates shall be sold at negotiated sale to the Underwriters in accordance with the terms of this Ordinance, including this Section 7.01(a) and Exhibit B hereto, provided that all of the conditions set forth in Exhibit B can be satisfied. As authorized by Chapter 1371, the Authorized Officer is authorized to act on behalf of the City, upon determining that the conditions set forth in Exhibit B can be satisfied, in selling and delivering the Certificates and carrying out the other procedures specified in this Ordinance, including determining (i) the total aggregate principal amount and the number of series of the Certificates, (ii) the date(s) on which the Certificates of each series will be sold and delivered, (iii) whether to acquire bond insurance

for the Certificates, (iv) the price at which the Certificates will be sold, (v) the number and any additional or different title or designation for the Certificates to be issued, (vi) the form in which the Certificates shall be issued, (vii) the dates on which the Certificates will mature, the principal amount to mature in each year, the rate(s) of interest to be borne by each such maturity, the interest payment dates, and the initial date from which interest will accrue, (viii) the dates, prices and other terms upon and at which the Certificates shall be subject to redemption prior to maturity (including terms for optional and mandatory sinking fund redemption), and (ix) all other matters relating to the issuance, sale and delivery of the Certificates, all of which shall be specified in the Pricing Certificate.

The authority granted to the Authorized Officer under this Section 7.01(a) shall expire at 11:59 p.m., on the 180th day following the date of this Ordinance (the "Expiration Date"), unless otherwise extended by the City Council by separate action. Certificates sold pursuant to a Purchase Contract executed on or before the Expiration Date may be delivered after such date.

In satisfaction of Section 1201.022(a)(3), Texas Government Code, the City Council hereby determines that the delegation of the authority to the Authorized Officer to approve the final terms and conditions of each series of the Certificates as set forth in this Ordinance is, and the decisions made by the Authorized Officer pursuant to such delegated authority and incorporated in a Pricing Certificate will be, in the best interests of the City and shall have the same force and effect as if such determination were made by the City Council, and the Authorized Officer is hereby authorized to make and include in a Pricing Certificate an appropriate finding to that effect. Any finding or determination made by the Authorized Officer relating to the issuance and sale of the Certificates and the execution of the Purchase Contract in connection therewith shall have the same force and effect as a finding or determination made by the City Council.

(b) The Authorized Officer is hereby authorized and directed to execute and deliver, and the City Secretary is hereby authorized and directed to attest, a certificate purchase contract (the "Purchase Contract") which shall be in the form approved by the Authorized Officer. Upon completion of the terms of the Purchase Contract in accordance with the terms of the Pricing Certificate and this Ordinance, the Authorized Officer is authorized and directed to execute such Purchase Contract on behalf of the City and the Authorized Officer and all other officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Certificates. The Certificates shall initially be registered in the name of the Representative. At the direction of the Authorized Officer, Certificates and Series 2015 Bonds may be sold, but are not required to be sold, pursuant to the terms of a common Purchase Contract.

(c) The form and substance of the Preliminary Official Statement, and any addenda, supplement or amendment thereto, are hereby in all respects approved and adopted for use in connection with the public offering and sale of each series of Certificates, with such appropriate variations as shall be approved by the Authorized Officer, and the Preliminary Official Statement is hereby deemed final as of its date within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The Authorized Officer and City Secretary are hereby authorized and directed to cause to be prepared a final Official Statement (the "Official Statement") incorporating applicable pricing information and

other terms pertaining to each series of Certificates, and to execute the same by manual or facsimile signature and deliver appropriate numbers of executed copies thereof to the Underwriters. The Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the Authorized Officer and the Underwriters, may be used by the Underwriters in the public offering and sale of the Certificates. The use and distribution of the Preliminary Official Statement, and the preliminary public offering of the Certificates by the Underwriters, is hereby ratified, approved and confirmed. The Authorized Officer may direct the preparation of a common Official Statement for any series of Certificates and Series 2015 Bonds.

(d) All officers of the City are authorized to execute such documents, certificates, receipts and other instruments as they may deem appropriate in order to consummate the delivery of the Certificates in accordance with the terms of sale therefor including, without limitation, the Purchase Contract.

(e) The obligation of the Underwriters to accept delivery of the Certificates is subject to the closing conditions set forth in the Purchase Contract being satisfied, including specifically the Underwriters being furnished with the final, approving opinion of Andrews Kurth LLP, bond counsel for the City, which opinion shall be dated as of and delivered on the Closing Date.

Section 7.02. Control and Delivery of Certificates.

(a) The Authorized Officer of the City is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Certificates shall be made to the Underwriters under and subject to the general supervision and direction of the Authorized Officer, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor or City Secretary is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem and the Assistant City Secretary, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tem and the Assistant City Secretary shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor and City Secretary, respectively.

Section 7.03. Deposit of Proceeds.

Proceeds from the sale of the Certificates shall be applied in accordance with the provisions set forth in the Pricing Certificate, which may provide for the creation of any special accounts deemed necessary or appropriate by the Authorized Officer.

ARTICLE VIII
INVESTMENTS

Section 8.01. Investments.

(a) Money in the Interest and Sinking Fund created by this Ordinance and any special accounts provided for in the Pricing Certificate pursuant to Section 7.03, at the City's option, may be invested in such securities or obligations as permitted under applicable law. The Authorized Officer, and any other officer of the City authorized to make investments on behalf of the City, are hereby authorized and directed to execute and deliver, on behalf of the City, any and all investment agreements, guaranteed investment contracts or repurchase agreements in connection with the investment of moneys on deposit in the Interest and Sinking Fund and the special account provided for in the Pricing Certificate pursuant to Section 7.03, but only to the extent such investment agreements, guaranteed investment contracts or repurchase agreements are authorized investments under applicable law.

(b) Any securities or obligations in which money in the Interest and Sinking Fund is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.02. Investment Income.

(a) Interest and income derived from investment of the Interest and Sinking Fund shall be credited to such fund.

(b) Interest and income derived from investment of the other funds to be deposited pursuant to Section 7.03 hereof shall be credited to the fund or account where deposited until the acquisition or construction of said projects is completed or shall be transferred to the Interest and Sinking Fund as shall be determined by the City Council. Upon completion of the authorized projects, to the extent such interest and income are present, such interest and income shall be deposited to the Interest and Sinking Fund.

ARTICLE IX
PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Certificates.

On or before each Interest Payment Date for the Certificates and while any of the Certificates are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such interest on and principal of the Certificates as will accrue or mature on the applicable Interest Payment Date, maturity date or date of prior redemption.

Section 9.02. Other Representations and Covenants.

(a) The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the City will

promptly pay or cause to be paid the principal of and interest on each Certificate on the dates and at the places and manner prescribed in such Certificate; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 9.03. Federal Income Tax Exclusion.

(a) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which, if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City shall have received a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

(b) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall, at all times after the Issue Date of any Certificate and prior to the last stated maturity of the Certificates

(i) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed directly or indirectly with Gross Proceeds of such Certificate and not use or permit the use of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity other than a state or local government, unless such use is solely as a member of the general public, or

(ii) not directly or indirectly impose or accept any charge or other payment for use of Gross Proceeds of such Certificate or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with such Gross Proceeds other than taxes of general application and interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(c) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of such Certificate to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, Gross Proceeds are considered to be "loaned" to a person or entity if (1) property acquired, constructed or improved with Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes, (2) capacity in or service from such property is committed to such person or entity under a take-or-

pay, output, or similar contract or arrangement, or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or such property are otherwise transferred in a transaction which is the economic equivalent of a loan.

(d) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the final stated maturity or final payment of such Certificate, directly or indirectly invest Gross Proceeds of such Certificate in any Investment (or use such Gross Proceeds to replace money so invested), if as a result of such investment the Yield of all Investments allocated to such Gross Proceeds whether then held or previously disposed of, exceeds the Yield on the Certificates.

(e) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(f) Information Report. The City shall timely file with the Secretary of the Treasury the information required by Section 149(e) of the Code with respect to the Certificates on such forms and in such place as such Secretary may prescribe.

(g) Payment of Rebate Amount. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder, the City shall:

(i) account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of such accounting for at least six years after the final Computation Date. The City may, however, to the extent permitted by law, commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of such Gross Proceeds and the obligations acquired therewith,

(ii) calculate the Rebate Amount with respect to the Certificates not less frequently than each Computation Date, in accordance with rules set forth in Section 148(f) of the Code, Section 1.148-3 of the Regulations, and the rulings thereunder. The City shall maintain a copy of such calculations for at least six years after the final Computation Date,

(iii) as additional consideration for the purchase of the Certificates by the initial purchaser thereof and the loan of the money represented thereby, and in order to induce such purchase by measures designed to ensure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, pay to the United States the amount described in paragraph (ii) above at the times, in the installments, to the place, in the manner and accompanied by such forms or other information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and

(iv) exercise reasonable diligence to assure that no errors are made in the calculations required by paragraph (ii) and, if such error is made, to discover and promptly to correct such error within a reasonable amount of time thereafter, including payment to the United States of any interest and any penalty required by the Regulations.

(h) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates, not been relevant to either party.

(i) Not Hedge Bonds. The City will not invest more than 50 percent of the Proceeds of the Certificates in Nonpurpose Investments having a guaranteed yield for four years or more. On the Issue Date of the Certificates, the City reasonably expects that at least 85 percent of the Net Sale Proceeds of the Certificates will be used to carry out the governmental purpose of such series within three years after the Issue Date.

(j) Airport Facilities. The City will not spend more than 10 percent of the Proceeds of the Certificates for the purposes described in clause (v) of Section 3.01 of this Ordinance if the resulting expenditures would cause the Certificates to be treated as “private activity bonds” under the Code.

ARTICLE X DEFAULT AND REMEDIES

Section 10.01. Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement, or obligation of the City, which default materially and adversely affects the rights of the Owners, including but not limited to their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Owner to the City.

Section 10.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then any Owner or an authorized representative thereof, including but not limited to a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance by mandamus or other suit, action or special proceeding in equity or at law in any court of competent jurisdiction for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing

that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Certificates then outstanding.

Section 10.03. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XI
DISCHARGE

Section 11.01. Discharge.

The Certificates may be defeased, discharged or refunded in any manner permitted by applicable law.

ARTICLE XII
CONTINUING DISCLOSURE UNDERTAKING

Section 12.01. Annual Reports.

(a) The City shall provide annually to the MSRB, (1) within six (6) months after the end of each fiscal year of the City, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 7.01 of this Ordinance, being information of the type described in Exhibit A hereto, including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit A, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such financial statements becomes available.

(b) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific referenced to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 12.02. Event Notices.

(a) The City shall notify the MSRB, in a timely manner (not in excess of ten (10) business days after the occurrence of an event), of any of the following events with respect to the Certificates:

- (i) principal and interest payment delinquencies;
- (ii) nonpayment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- (vii) modifications to rights of Owners, if material;
- (viii) redemption calls, if material, and tender offers;
- (ix) defeasances;
- (x) release, substitution, or sale of property securing repayment of the Certificates, if material;
- (xi) rating changes;
- (xii) bankruptcy, insolvency, receivership or similar event of the City;
- (xiii) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an

action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(xiv) appointment of a successor Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material.

(b) As used in clause (xii) above, the phrase “bankruptcy, insolvency, receivership or similar event” means the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court of governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if jurisdiction has been assumed by leaving the City Council and official or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(c) The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 12.01 of this Ordinance by the time required by such Section.

Section 12.03. Identifying Information.

All documents provided to the MSRB pursuant to this Article shall be provided in an electronic format and be accompanied by identifying information as prescribed by the MSRB.

Section 12.04. Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any Certificate calls and any defeasances that cause the City to be no longer an “obligated person.”

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS

PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (B) an entity or individual person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Certificates. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.01 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in type of financial information or operating data so provided.

ARTICLE XIII AMENDMENTS; ATTORNEY GENERAL MODIFICATION

Section 13.01. Amendments.

This Ordinance shall constitute a contract with the Owners, be binding on the City, and shall not be amended or repealed by the City so long as any Certificate remains outstanding except as permitted in this Section. The City may, without consent of or notice to any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of the Owners of the Certificates holding a majority in aggregate principal amount of the Certificates then outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Owners of outstanding Certificates, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Certificates, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Certificates, (ii) give any preference to any Certificate over any other Certificate, or (iii) reduce

the aggregate principal amount of Certificates required to be held by Owners for consent to any such amendment, addition, or rescission.

Section 13.02. Attorney General Modification.

In order to obtain the approval of the Certificates by the Attorney General of the State of Texas, any provision of this Ordinance may be modified, altered or amended after the date of its adoption if required by the Attorney General in connection with the Attorney General's examination as to the legality of the Certificates and approval thereof in accordance with the applicable law. Such changes, if any, shall be provided to the City Secretary and the City Secretary shall insert such changes into this Ordinance as if approved on the date hereof.

ARTICLE XIV
EFFECTIVE IMMEDIATELY

Section 14.01. Effective Immediately.

Notwithstanding the provisions of the City Charter, this Ordinance shall become effective immediately upon its adoption at this meeting pursuant to Section 1201.028, Texas Government Code.

[Signature Page Follows.]

PRESENTED, FINALLY PASSED AND APPROVED, AND EFFECTIVE on the 26th day of March, 2015, at a regular meeting of the City Council of the City of Lubbock, Texas.

GLEN C. ROBERTSON, Mayor

ATTEST:


REBECCA GARZA, City Secretary

[SEAL]

APPROVED AS TO CONTENT:

By: 
PAMELA MOON, Executive Director of Finance

APPROVED AS TO FORM:

By: 
JERRY V. KYLE, Jr., Bond Counsel

Signature Page for Ordinance

EXHIBIT A

DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION

The following information is referred to in Article XII of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or other headings of the Official Statement referred to) below:

1. The portions of the financial statements of the City appended to the Official Statement as APPENDIX B, but for the most recently concluded fiscal year.

2. Statistical and financial data set forth in the Official Statement in “APPENDIX A - FINANCIAL INFORMATION REGARDING THE CITY” (Tables 1-5 and 7-17).

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in Paragraph 1 above.

EXHIBIT B

SALE PARAMETERS

In accordance with Section 7.01(a) of the Ordinance, the following conditions with respect to the Certificates must be satisfied in order for the Authorized Officer to act on behalf of the City in selling and delivering the Certificates to the Underwriters:

(a) the price to be paid for the Certificates shall not be less than 90% of the aggregate principal amount of the Certificates;

(b) the Certificates shall not bear interest at a rate greater than the maximum rate allowed by Chapter 1204, Texas Government Code, as amended;

(c) the aggregate principal amount of the Certificates shall produce proceeds in an amount sufficient, as determined by the Authorized Officer, to fund the purposes described in Section 3.01 and such aggregate principal amount shall not exceed the maximum amount authorized in Section 3.01;

(d) the maximum maturity for the Certificates shall not exceed twenty-one (21) years from the date of their delivery; and

(e) the Certificates to be issued, prior to delivery, must have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long term obligations.

EXHIBIT C

FORM OF THE CERTIFICATES

The form of the Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be generally as follows, provided, however, that the substantially final form of the Certificates shall be set forth in or attached to the Pricing Certificate and shall incorporate and reflect the final terms of the Certificates set forth in the Pricing Certificate:

(a) Form of Certificate.

REGISTERED
No. _____

REGISTERED
\$ _____

United States of America
State of Texas
County of Lubbock
CITY OF LUBBOCK, TEXAS
TAX AND WATERWORKS SYSTEM SURPLUS REVENUE
CERTIFICATES OF OBLIGATION
SERIES 2015

INTEREST RATE: MATURITY DATE: CERTIFICATE DATE: CUSIP NUMBER:
_____ % _____ _____¹ _____

The City of Lubbock (the "City"), in the County of Lubbock, State of Texas, for value received, hereby promises to pay to

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

unless this Certificate shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the Certificate Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on

¹ Information to be inserted from Pricing Certificate.

February 15 and August 15 of each year, commencing _____². All capitalized terms used herein but not defined shall have the meaning assigned to them in the Ordinance (defined below).

The principal of this Certificate shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Certificate at the corporate trust office in Dallas, Texas (the "Designated Payment/Transfer Office"), of _____, the initial Paying Agent/Registrar, or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Certificate is payable by check dated as of the interest payment date, and will be mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the registered owner; provided, however, such registered owner shall bear all risk and expenses of such customary banking arrangement. At the option of an Owner of at least \$1,000,000 principal amount of the Certificates, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar. For the purpose of the payment of interest on this Certificate, the registered owner shall be the person in whose name this Certificate is registered at the close of business on the "Record Date," which shall be the last business day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled payment date and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by first-class United States mail, postage prepaid, to the address of each owner of a Certificate appearing in the registration books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Certificate is one of a series of fully registered certificates specified in the title hereof issued in the aggregate principal amount of \$_____³ (herein referred to as the "Certificates"), issued pursuant to a certain ordinance of the City (the "Ordinance") for the purpose of paying contractual obligations to be incurred for authorized public improvements (collectively, the "Project"), as described in the Ordinance, and to pay the contractual obligations for professional services of attorneys, financial advisors and other professionals in connection with the Project and the issuance of the Certificates.

² Information to be inserted from Pricing Certificate.

³ Information to be inserted from Pricing Certificate.

[The City has reserved the option to redeem the Certificates maturing on or after February 15, 20___, in whole or in part, before their respective scheduled maturity dates, on _____, 20___, or on any date thereafter, at a price equal to the principal amount of the Certificates so called for redemption plus accrued interest to the date fixed for redemption. If less than all of the Certificates are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot or other customary method that results in a random selection the Certificates, or portions thereof, within such maturity and in such principal amounts, for redemption.]⁴

[Certificates maturing on February 15 in each of the years ___ through ___, inclusive (the “Term Certificates”), are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the City, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

Term Certificates Maturing February 15, 20___

<u>Redemption Date</u>	<u>Principal Amount</u>
February 15, 20_	
February 15, 20_	
February 15, 20_ (maturity)	

The Paying Agent/Registrar will select by lot or by any other customary method that results in a random selection the specific Term Certificates (or with respect to Term Certificates having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Certificates required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Certificates which, at least forty-five (45) days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]⁵

Notice of such redemption or redemptions shall be given by first class mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the registered owner of each of the Certificates to be redeemed in whole or in part. In the Ordinance, the City reserves the right in the case of an optional redemption to give notice of its election or direction to redeem Certificates conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled

⁴ Insert optional redemption provisions, if any, and revise as necessary to conform to the Pricing Certificate.

⁵ Insert mandatory sinking fund redemption provisions, if any, and conform as necessary to the Pricing Certificate.

redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected owners. Any Certificates subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Certificate is transferable upon surrender of this Certificate for transfer at the designated office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Certificates of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Certificate called for redemption where such redemption is scheduled to occur within forty five (45) calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Certificate.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Certificate is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Certificate is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Certificate be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Certificate and the series of which it is a part is duly authorized by law; that all acts, conditions, and things to be done precedent to and in the issuance of the Certificates have been properly done and performed and have happened in regular and due time, form, and manner as required by law; that ad valorem taxes upon all taxable property in the City have been levied for and pledged to the payment of the debt service requirements of the Certificates within the limit prescribed by law; that, in addition to said taxes, further provisions have been made for the payment of the debt service requirements of the Certificates by pledging to such purpose Surplus Revenues, as defined in the Ordinance, derived by the City from the operation of the Waterworks System in an amount limited to \$1,000; that when so collected, such taxes and Surplus Revenues shall be appropriated to such purposes; and that the total indebtedness of the City, including the Certificates, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Certificate to be executed by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed or placed in facsimile on this Certificate.

Mayor, City of Lubbock, Texas

City Secretary,
City of Lubbock, Texas

[SEAL]

(b) Form of Comptroller’s Registration Certificate. The following Comptroller’s Registration Certificate may be deleted from the definitive Certificates if such certificate on the Initial Certificate is fully executed.

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
OF THE STATE OF TEXAS §

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Certificate has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation of the City of Lubbock, Texas; and that this Certificate has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _____.

[SEAL]

Comptroller of Public Accounts
of the State of Texas

(c) Form of Certificate of Paying Agent/Registrar. The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the Comptroller’s Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Certificate of this series of Certificates was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Certificates referred to in the within-mentioned Ordinance.

as Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee): _____

(Social Security or other identifying number: _____) the within Certificate and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By: _____

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) The Initial Certificate shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Certificate the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below"; and

(ii) in the first paragraph of the Certificate, the words "on the Maturity Date specified above" shall be deleted and the following will be inserted: "on February 15 in

each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Years</u>	<u>Principal Installments</u>	<u>Interest Rate</u>
--------------	-------------------------------	----------------------

(Information to be inserted from the Pricing Certificate pursuant to Section 3.02 of this Ordinance)

City of Lubbock, TX
Finance Department
Rating Agencies Presentation
Tax and Waterworks System Surplus Revenue Certificates of Obligation, Series 2015
Projects Funded by this Issue

ADMINISTRATIVE SERVICES

City Hall Elevator Inspection

Funded by 2015 CO: \$667,000

Remove the existing four escalators and replace them with two new, three-stop elevators located in the area where the escalators were removed.

AIRPORT

Airfield Asphalt Repair

Funded by 2015 CO: \$5,000,000

Repair of existing bituminous surface course pavement. The project enhances the safety of the general aviation ramp and other airfield surfaces by reducing potential for loose pavement material or aggregate which can damage aircraft engines and propellers.

Runway 17R/35L Construction Phase III

Funded by 2015 CO: \$1,431,008

Phase III of the rehabilitation of the airport's primary runway including construction observation services, surveying and testing fees, and construction services.

CBD TIF

Underground Utilities

Funded by 2015 CO: \$3,000,000

Design, relocation, and upgrade of public utility infrastructure in downtown Lubbock as recommended by the Downtown Redevelopment Plan.

PARKS AND RECREATION

Park Pavilions

Funded by 2015 CO: \$382,686

Construction of open-air park pavilions to provide large picnic pavilions with tables and grills. The project also includes concrete walks to meet ADA requirements for access, site preparation, irrigation and security lighting to meet health, safety, and welfare needs.

Park Playground Replacement

Funded by 2015 CO: \$848,685

Replace old, worn, weathered, cracked, and rusted playground equipment with new colorful, metal, multi-activity choices for park user of all ages. The renovation includes installation of perimeter sidewalks and resilient safety surfacing.

Patterson Branch Library Renovations**Funded by 2015 CO: \$700,000**

Renovation of the Patterson Branch Library. The renovations include new floor covering, HVAC replacements, and a new roof system. Minor electrical will also be included.

Lewis Ball Field Complex Facility Improvements**Funded by 2015 CO: \$82,446**

Improvements to Lewis Ball Fields including replacement of the existing Concession, Restroom and Press Box Building. Complimentary work will be required to build back the area of the spectator seating.

Lakewood Development**Funded by 2015 CO: \$566,192**

Construction of a 6 ft. wide perimeter walking track at Lakewood Development. The project will include a concrete walking track, irrigation, drainage modifications, ADA parking, earthwork, turf, and benches.

GATEWAY STREETS**98th Street – University Avenue to US 87****Funded by 2015 CO: \$2,937,912**

Replace the current strip paving with a T-2 thoroughfare with six travel lanes, continuous left turn lane, and full intersection located at Avenue P. Traffic signals will be required at the Avenue P and 98th street intersection. Street lighting, drainage features, and pedestrian access will be constructed with this project.

INTERNAL SERVICES**Upgrade 800 MHZ Radio System to P25 Compliance - 10 Year** **Funded by 2015 CO: \$3,400,000**

Upgrade the City radio system to P25 compliance. Phase III consists of adding six C3 radio dispatch consoles, four master V channels at the west tower, four master V channels at the primary site, adding a P25 ISSI gateway, changing 565 non-P25 compliant radios to P25 compliant radios, and upgrading 273 radios to P25 compliance.

PUBLIC SAFETY**New Fire Station #1****Funded by 2015 CO: \$4,765,000**

Construction of a new Fire Station at 1902 Texas Avenue. The new station will be larger than the existing Fire Station No. 1 that is located at 1202 18th, but will be a single story station instead of a 2-story station.

Animal Shelter Expansion**Funded by 2015 CO: \$94,566**

Addition to the new animal shelter to provide space for additional animals.

Emergency Operations Center**Funded by 2015 CO: \$658,800**

Construction of a new Emergency Operations Center at the Fire Administration Complex. The Emergency Operations Center will be approximately 12,000 square feet to accommodate a full and sustained activation of the City's Emergency Management Program during catastrophic events.

Municipal Facilities Replacement/Renovations

Funded by 2015 CO: \$10,200,000

Purchase of land or building acquisition; construction of new facilities; and renovations and/or upgrades to existing facilities including the property located at 1206 14th Street, City Hall, and other buildings as funding allows. All costs related to the design, engineering, and professional services as related to acquisition, remodeling, construction, renovations, and upgrades are included in the project.

PUBLIC WORKS

Traffic Signals/Controllers – 10 year

Funded by 2015 CO: \$300,000

Install signals at un-signalized intersections and school zones as warranted, upgrade new controllers, and perform necessary repairs. Items include replacing crushed current conduit and wiring, rebuilding failing signal arm assemblies, and exchanging cabinets and signal assemblies.

Street Maintenance Program – 10 Year

Funded by 2015 CO: \$6,324,815

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

Communication System Expansion

Funded by 2015 CO: \$350,000

Expand the fiber communications for approximately 40 miles, and improve detection at 96 signalized intersections. The extension of the fiber communication will provide bandwidth for other city department facilities.

WASTEWATER

Sewer Lines Ahead of Street Paving

Funded by 2015 CO: \$460,000

Installation of sewer lines ahead of municipal, county, and state paving projects including but not limited to Gateway Paving Projects.

Sewer Tap Replacements - 10 Year

Funded by 2015 CO: \$300,000

Replacement of failed sewer taps to reduce maintenance expenditures, system failures, and customer inconvenience.

Water Reclamation Plant Replacements – 10 Year

Funded by 2015 CO: \$300,000

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

Northwest Water Reclamation Plant

Funded by 2015 CO: \$47,953,176

Design and construction of a new Northwest Water Reclamation Plant. The reclamation plant will handle wastewater flow from Northwest Lubbock. The new plant will handle five million gallons of wastewater a day with the ability to expand to fifteen million gallons. The new plant will produce stream quality effluent that may be discharged into the North Fork of the Double Mountain Fork of the Brazos River for potential reuse.

SEWRP Solids Handling Facility Replacements

Funded by 2015 CO: \$1,000,000

The project improves the wastewater treatment facilities so that the plant can produce a consistent supply of stream quality discharge into the North Fork of the Double Mountain Fork of the Brazos River. This project is one of the objectives of the Strategic Water Supply Plan adopted by the City Council in 2007 to utilize the City’s effluent as a valuable water resource asset.

South Lubbock Sanitary Sewer Expansion Phase II

Funded by 2015 CO: \$16,000,000

Engineering and construction of large diameter sanitary sewer mains in South and Southwest Lubbock, as recommended by the Sewer Collection System Master Plan. The areas included are south of 114th Street and west of University Avenue.

Major Sanitary Sewer Mains Rehabilitation

Funded by 2015 CO: \$6,000,000

Replacement of large diameter sanitary sewer mains located within the City of Lubbock that have reached their useful life as determined by the 2009 Sewer Collection System Master Plan.

WATER

Pumping System Improvements – 10 Year

Funded by 2015 CO: \$500,000

Purchase and install equipment to replace and update aged infrastructure. Modify and/or rehabilitate existing equipment, facilities, and pumping systems along with any other major maintenance activities.

Water Meter Replacements – 10 Year

Funded by 2015 CO: \$450,000

Purchase and installation of new water meters, water meter boxes with lids, and meter valves for existing and new customers.

TOTAL 2015 CO:

\$114,672,286



Regular City Council Meeting

6. 8.

Meeting Date: 03/26/2015

Information

Agenda Item

Ordinance - Finance: Consider an ordinance providing for the issuance of City of Lubbock, Texas, Electric Light & Power System Revenue Bonds, Series 2015; providing for the award of the sale thereof in accordance with specified parameters; approving the official statement; approving execution of a purchase contract; and enacting other provisions relating thereto.

Item Summary

On February 12, 2015, the City Council approved the first step in the issuance process by authorizing publication of a Notice of Intent to Issue Electric Light & Power Revenue Bonds (Bonds). Upon approval of this ordinance, the City will be able to sell the Bonds on a negotiated basis. The ordinance authorizing the issuance of the Bonds is a “parameters ordinance” delegating authority to the Mayor, City Manager, or Executive Director of Finance (each an Authorized Officer) to determine the timing, terms, and interest rates, of the issuance. The ordinance expires after a six month period and designates parameters to which the Authorized Officers must conform to execute the sale of the Bonds. The designated authority allows the City to attain the most attractive rates and terms by offering the Bonds when market conditions are favorable.

The following conditions must be satisfied in order for the Authorized Officers to act on behalf of the City in selling and delivering the Bonds to the Underwriter: a) the price to be paid for the Bonds shall not be less than 90% of the aggregate principal amount of the Bonds; b) the Bonds shall not bear interest at a rate greater than the maximum rate allowed by Chapter 1204, Texas Government Code, as amended; c) the aggregate principal amount of the Bonds shall produce proceeds in an amount sufficient, as determined by the Authorized Officer, to fund the purpose described in Section 3.01 and such aggregate principal amount shall not exceed \$15,000,000; d) the maximum maturity for the Bonds shall not exceed twenty-one years; and e) the Bonds to be issued, prior to delivery, must have been rated by a nationally recognized agency for municipal securities in one of the four highest rating categories for long term obligations.

The City will sell the Bonds on a negotiated basis.

The City and RBC Capital Markets, the City’s financial advisor, will negotiate a purchase price for the Bonds with the City’s underwriters (Barclays Capital).

Pursuant to Section 1201.028(3), Texas Government Code, the authorization of a public security is effective immediately with only one reading of the ordinance. The ordinance excludes certain information that is unknown as of the printing of the backup material. Examples include annual principal and interest amounts and maturity dates. Once negotiations have concluded, the final results will be provided to the City Council. The projects that will be funded with the Bonds have been approved by City Council in the FY 2014-2015 Capital Improvement Plan. City Council has adopted a reimbursement resolution on October 9, 2014 allowing projects to start prior to the issuance of the Bonds. A draft preliminary official statement is available in the City Secretary’s office.

Fiscal Impact

Annual payments will be made from the revenues of LP&L. The bond proceeds will be used to fund the capital projects, fund a debt service reserve and pay cost of issuance related to the financing.

Staff/Board Recommending

Pamela Moon, CPA, Executive Director of Finance

Attachments

Ordinance - 2015 LPL Revenue Bond

2015 Revenue Bond Projects

ORDINANCE

relating to

CITY OF LUBBOCK, TEXAS
ELECTRIC LIGHT AND POWER SYSTEM REVENUE BONDS,
SERIES 2015

Adopted: March 26, 2015

TABLE OF CONTENTS

Page

ARTICLE I
DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01 Definitions.....2
Section 1.02 Findings.....6
Section 1.03 Table of Contents, Titles and Headings.....7
Section 1.04 Interpretation.....7

ARTICLE II
SECURITY FOR THE BONDS

Section 2.01 Pledge of Security.....7
Section 2.02 Limited Obligations.....7
Section 2.03 Security Interest.....7

ARTICLE III
AUTHORIZATION; GENERAL TERMS AND PROVISIONS
REGARDING THE BONDS

Section 3.01 Authorization.....8
Section 3.02 Date, Denomination, Maturities and Interest.....8
Section 3.03 Medium, Method and Place of Payment.....9
Section 3.04 Execution and Registration of Bonds.....10
Section 3.05 Ownership.....10
Section 3.06 Registration, Transfer and Exchange.....11
Section 3.07 Cancellation.....11
Section 3.08 Temporary Bonds.....12
Section 3.09 Replacement Bonds.....12
Section 3.10 Book-Entry Only System.....13
Section 3.11 Successor Securities Depository; Transfer Outside Book-Entry Only
System.....14
Section 3.12 Payments to Cede & Co.....14

ARTICLE IV
REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01 Limitation on Redemption.....14
Section 4.02 Optional Redemption.....15
Section 4.03 Mandatory Sinking Fund Redemption.....15
Section 4.04 Partial Redemption.....15
Section 4.05 Notice of Redemption to Owners.....15
Section 4.06 Payment Upon Redemption.....16
Section 4.07 Effect of Redemption.....16
Section 4.08 Lapse of Payment.....17

ARTICLE V
PAYING AGENT/REGISTRAR

Section 5.01	Appointment of Paying Agent/Registrar.	17
Section 5.02	Qualifications.	17
Section 5.03	Maintaining Paying Agent/Registrar.	17
Section 5.04	Termination.	17
Section 5.05	Notice of Change to Owners.	18
Section 5.06	Agreement to Perform Duties and Functions.	18
Section 5.07	Delivery of Records to Successor.	18

ARTICLE VI
FORM OF THE BONDS

Section 6.01	Form Generally.	18
Section 6.02	CUSIP Registration.	19
Section 6.03	Legal Opinion.	19
Section 6.04	Statement of Insurance.	19

ARTICLE VII
FUNDS AND ACCOUNTS

Section 7.01	Segregation of Revenues/Fund Designations.	19
Section 7.02	System Fund.	19
Section 7.03	Bond Fund.	20
Section 7.04	Payment of Bonds.	22
Section 7.05	Deficiencies in Funds.	22
Section 7.06	Security of Funds.	22

ARTICLE VIII
SALE AND DELIVERY OF BONDS; DEPOSIT OF PROCEEDS

Section 8.01	Sale of Bonds; Official Statement.	23
Section 8.02	Control and Delivery of Bonds.	25
Section 8.03	Deposit of Proceeds.	25

ARTICLE IX
PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01	Additional Bonds.	25
Section 9.02	Rates and Charges.	26
Section 9.03	Maintenance and Operation; Insurance.	27
Section 9.04	Records, Accounts, Accounting Reports.	27
Section 9.05	Further Covenants.	28
Section 9.06	Other Representations and Covenants.	29
Section 9.07	Federal Income Tax Exclusion.	29
Section 9.08	Disposition of Project.	31

ARTICLE X
DEFAULT AND REMEDIES

Section 10.01	Events of Default.	31
Section 10.02	Remedies for Default.	31

Section 10.03 Remedies Not Exclusive	32
ARTICLE XI DISCHARGE	
Section 11.01 Discharge.	32
ARTICLE XII CONTINUING DISCLOSURE UNDERTAKING	
Section 12.01 Annual Reports.	32
Section 12.02 Event Notices.	33
Section 12.03 Identifying Information.....	34
Section 12.04 Limitations, Disclaimers and Amendments.....	34
ARTICLE XIII AMENDMENTS; ATTORNEY GENERAL MODIFICATION	
Section 13.01 Amendments.	35
Section 13.02 Attorney General Modification.....	36
ARTICLE XIV EFFECTIVE IMMEDIATELY	
Section 14.01 Effective Immediately.....	36
Exhibit A - Description of Annual Disclosure of Financial Information	A-1
Exhibit B - Sale Parameters	B-1
Exhibit C - Form of the Bonds.....	C-1

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF CITY OF LUBBOCK, TEXAS, ELECTRIC LIGHT AND POWER SYSTEM REVENUE BONDS, SERIES 2015; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; APPROVING THE OFFICIAL STATEMENT; APPROVING EXECUTION OF A PURCHASE CONTRACT; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, in accordance with the Constitution and laws of the State of Texas, specifically Chapter 1502, Texas Government Code, as amended (“Chapter 1502”), the City of Lubbock, Texas (the “City”), has previously issued its electric light and power system revenue bonds (such outstanding revenue bonds being the “Previously Issued Bonds”), payable from and secured by a first lien on and pledge of the net revenues of the City’s Electric Light and Power System (the “System”);

WHEREAS, in the ordinances authorizing the issuance of the Previously Issued Bonds the City reserved the right to issue, under certain conditions, additional bonds (“Additional Bonds”) on a parity as to lien and right with the Previously Issued Bonds;

WHEREAS, the conditions precedent to the issuance of Additional Bonds under the ordinances authorizing the issuance of the Previously Issued Bonds have occurred and are existing, and the City intends to issue pursuant to this Ordinance its revenue bonds as additional bonds on a parity with the Previously Issued Bonds;

WHEREAS, the City Council of the City (the “City Council”) hereby finds and determines that electric light and power system revenue bonds secured by a first lien on and pledge of the Net Revenues of the System on a parity with the Previously Issued Bonds should be issued for the purposes of acquiring, purchasing, constructing, improving, renovating, enlarging, and/or equipping property, buildings, structures, facilities, and/or related infrastructure for the System (the “Project”);

WHEREAS, the revenue bonds hereinafter authorized are to be issued and delivered pursuant to Chapter 1502 and in accordance with the general laws of the State of Texas;

WHEREAS, the City is an “Issuer” within the meaning of Chapter 1371, Texas Government Code (“Chapter 1371”), as amended, and the City Council desires to delegate, pursuant to Chapter 1371 and the parameters of this Ordinance, to the Authorized Officer (hereinafter defined), the authority to approve the principal amount, the interest rate, the number of series, the price and the other terms of the bonds authorized hereby and to otherwise take such actions as are necessary and appropriate to effect the sale of such bonds;

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; therefore,

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

ARTICLE I
DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01 Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

“Additional Bonds” means the additional parity obligations the City reserves the right to issue in accordance with the terms and conditions prescribed in Section 9.01 hereof.

“Authorized Officer” means each of the Mayor, the City Manager and the Executive Director of Finance, acting individually.

“Average Annual Debt Service” means that amount which, at the time of computation, is derived by dividing the total amount of Debt Service to be paid over a period of years as the same is scheduled to become due and payable by the number of years taken into account in determining the total Debt Service. Capitalized interest payments provided from bond proceeds shall be excluded in making the aforementioned computation.

“Bond” means any of the Bonds.

“Bond Date” means the date designated as the initial date of the Bonds by Section 3.02(a) of this Ordinance.

“Bond Purchase Contract” means any bond purchase contract approved in Section 8.01(b) of this Ordinance.

“Bonds” means the City’s bonds authorized to be issued by Section 3.01 of this Ordinance.

“Bonds Similarly Secured” means the Previously Issued Bonds, the Bonds and Additional Bonds, if any.

“Business Day” means any day other than a Saturday, Sunday or legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close.

“City” means the City of Lubbock, Texas.

“Closing Date” means the date of the initial delivery of and payment for Bonds.

“Code” means the Internal Revenue Code of 1986, as amended by all legislation, if any, enacted on or before the Issue Date.

“Computation Date” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Credit Facility” means any agreement of the City entered into with a financial institution in connection with and for the purpose of (i) enhancing or supporting the creditworthiness of (A) a series of Bonds Similarly Secured or (B) all of the Bonds Similarly Secured, (ii) providing a surety policy in order to fund all or a portion of the Required Reserve for the Bonds Similarly Secured, or (iii) providing liquidity with respect to a series of Bonds Similarly Secured which by their terms are subject to tender for purchase, and which, by its terms, creates a liability on the part of the City on a parity with the Bonds Similarly Secured; provided that, on the date any such credit facility is issued, any rating agency having an outstanding rating on the Bonds Similarly Secured would not lower the rating on the Bonds Similarly Secured as confirmed in writing by such rating agency. A determination by the City contained in the ordinance authorizing the issuance of Bonds Similarly Secured and/or authorizing the execution and delivery of a Credit Facility that such agreement constitutes a Credit Facility under this definition shall be conclusive as against all Owners.

“Debt Service” means, as of any particular date of computation, with respect to any series of obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the City as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming in the case of obligations required to be redeemed or prepaid as to principal prior to maturity, the principal amounts thereof will be redeemed prior to maturity in accordance with the mandatory redemption provisions applicable thereto.

“Designated Payment/Transfer Office” means the Designated Payment/Transfer Office, as designated in the Paying Agent/Registrar Agreement, or such other location designated by the Paying Agent/Registrar.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“EMMA” means the Electronic Municipal Market Access System.

“Event of Default” means any event of default as defined in Section 10.01 of this Ordinance.

“Executive Director of Finance” means the Executive Director of Finance of the City or such other City employee who has assumed the duties of the Executive Director of Finance.

“Fiscal Year” means the twelve (12) month accounting period used by the City in connection with the operations of the System which may be any twelve (12) consecutive month period established by the City.

“Fund” means any of the funds, accounts or a portion of a fund or account, confirmed and/or established pursuant to Article VII hereof.

“Gross Proceeds” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Initial Bond” means the initial bond or bonds authorized by Section 3.04 of this Ordinance.

“Interest Payment Date” means the date or dates on which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, as set forth in the Pricing Certificate.

“Investment” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Issue Date” for each series of Bonds or other obligations of the City is the respective date on which such series of Bonds or other obligations of the City is delivered against payment therefor.

“MSRB” means the Municipal Securities Rulemaking Board.

“Net Revenues” means the gross revenues of the System less expenses of operation and maintenance. Such expenses of operation and maintenance shall not include depreciation charges or amounts or Funds pledged for the Bonds Similarly Secured, but shall include all salaries, labor, materials, repairs, and extensions necessary to render services; provided, however, that in determining “Net Revenues,” only such repairs and extensions as in the judgment of the City Council, reasonably and fairly exercised, are necessary to keep the System in operation and render adequate service to the City and inhabitants thereof, or such as might be necessary to meet some physical accident or condition which otherwise would impair the security of the Bonds Similarly Secured, shall be deducted.

“Net Sale Proceeds” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Nonpurpose Investment” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Official Statement” means a document described in Section 8.01(c) prepared for dissemination to potential investors in connection with the public offering and sale of Bonds.

“Outstanding” when used in this Ordinance with respect to Bonds Similarly Secured, means, as of the date of determination, all Bonds Similarly Secured theretofore sold, issued and delivered by the City, except:

- (1) those Bonds Similarly Secured cancelled or delivered to the transfer agent or registrar for cancellation in connection with the exchange or transfer of such obligations;
- (2) those Bonds Similarly Secured paid or deemed to be paid in accordance with the provisions of Section 11.01 of this Ordinance; and
- (3) those Bonds Similarly Secured that have been mutilated, destroyed, lost, or stolen and replacement bonds have been registered and delivered in lieu thereof.

“Owner” means the person who is the registered owner of a Bond or Bonds, as shown in the Register.

“Paying Agent/Registrar” means the bank or trust company identified in the Paying Agent/Registrar Agreement referred to in Section 5.01 of this Ordinance, or any successor thereto as provided in this Ordinance.

“Preliminary Official Statement” means a document described in Section 8.01(c) prepared for dissemination to potential investors prior to the availability of the final Official Statement.

“Previously Issued Bonds” means the Outstanding and unpaid revenue bonds payable from and secured by a first lien on and pledge of the Net Revenues of the System, further identified as follows:

(1) City of Lubbock, Texas, Electric Light and Power System Revenue Bonds, Series 2010, dated October 15, 2010, issued in the original principal amount of \$73,295,000, currently outstanding in the aggregate principal amount of \$46,555,000, and maturing on April 15 in each of the years 2015 through 2020, inclusive;

(2) City of Lubbock, Texas, Electric Light and Power System Revenue Refunding and Improvement Bonds, Series 2013, dated April 15, 2013, issued in the original principal amount of \$16,570,000, currently outstanding in the aggregate principal amount of \$14,960,000, and maturing on April 15 in each of the years 2015 through 2024, inclusive; and

(3) City of Lubbock, Texas, Electric Light and Power System Revenue Bonds, Series 2014, dated May 1, 2014, issued in the original principal amount of \$16,245,000, currently outstanding in the aggregate principal amount of \$16,245,000, and maturing on April 15 in each of the years 2015 through 2034, inclusive.

“Pricing Certificate” means a certificate or certificates signed by an Authorized Officer establishing the terms and features of each series of Bonds in accordance with Section 8.01 hereof.

“Proceeds” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Project” has the meaning assigned in the recitals to this Ordinance.

“Rebate Amount” has the meaning stated in Section 1.148-3 of the Regulations.

“Record Date” means the date specified in the Pricing Certificate.

“Register” means the Register specified in Section 3.06(a) of this Ordinance.

“Regulations” means the final or temporary Income Tax Regulations applicable to the Bonds issued pursuant to Sections 141 through 150 of the Code. Any reference to a section of the Regulations shall also refer to any successor provision to such section hereafter promulgated

by the Internal Revenue Service pursuant to Sections 141 through 150 of the Code and applicable to the Bonds.

“Representation Letter” means the Blanket Letter of Representations between the City and DTC.

“Representative” means the representative for the Underwriters named in the Bond Purchase Contract.

“Reserve Fund Obligations” means cash or investment securities of any of the type or types permitted under Section 7.06 of this Ordinance.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“Special Payment Date” means the Special Payment Date prescribed by Section 3.03(b).

“Special Record Date” means the Special Record Date prescribed by Section 3.03(b).

“System” means all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the City through purchase, construction or otherwise, and used in connection with the City’s Electric, Light and Power System and in anywise pertaining thereto, whether situated within or without the limits of the City.

“Term Bonds” has the meaning set forth in Section 4.03 hereof.

“Unclaimed Payments” mean money deposited with the Paying Agent/Registrar for the payment of principal of, premium, if any, or interest on the Bonds as the same come due and payable and remaining unclaimed by the Owners of such Bonds after the applicable payment or redemption date.

“Underwriters” mean the entities named as underwriters in the Bond Purchase Contract.

“Yield of”

- (i) any Investment shall be computed in accordance with Section 1.148-5 of the Regulations, and
- (ii) the Bonds shall be computed in accordance with Section 1.148-4 of the Regulations.

Section 1.02 Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03 Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04 Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Any action required to be taken on a date which is not a Business Day shall be done on the next succeeding Business Day and have the same effect as if done on the date so required.

(c) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II
SECURITY FOR THE BONDS

Section 2.01 Pledge of Security.

The City hereby covenants and agrees that all of the Net Revenues derived from the operation of the System, with the exception of those in excess of the amounts required to establish and maintain the special Funds created for the payment and security of the Bonds Similarly Secured, are hereby irrevocably pledged for the payment of the Previously Issued Bonds, the Bonds and Additional Bonds, if issued, and the interest thereon, and it is hereby ordained that the Previously Issued Bonds, the Bonds and Additional Bonds, if issued, and the interest thereon, shall constitute a first lien on the Net Revenues of the System and be valid and binding without any physical delivery thereof or further act by the City as provided in Chapter 1208, Texas Government Code, as amended.

Section 2.02 Limited Obligations.

The Bonds, together with the Previously Issued Bonds and any Additional Bonds, are special obligations of the City, payable solely from the pledged Net Revenues, and do not constitute a prohibited indebtedness of the City. Neither the Bonds nor any Additional Bonds shall ever be payable out of funds raised or to be raised by taxation.

Section 2.03 Security Interest.

The City represents that, under Chapter 1208, Texas Government Code, as amended (“Chapter 1208”), a security interest in the Net Revenues pledged to the payment of the Bonds

that is created by the City is valid and effective according to the terms of the security agreement and is perfected from the time the security agreement is entered into or adopted continuously through the termination of the security interest, without physical delivery or transfer of control of the property, filing of a document, or another act. The City covenants that, if Chapter 1208 is amended at any time while the Bonds are outstanding and unpaid, the City shall take all actions required in order to preserve for the Owners of the Bonds a perfected security interest in the property in which such security interest is granted pursuant to Section 2.01 hereof.

ARTICLE III
AUTHORIZATION; GENERAL TERMS AND PROVISIONS
REGARDING THE BONDS

Section 3.01 Authorization.

The City's bonds, to be designated "City of Lubbock, Texas, Electric Light and Power System Revenue Bonds, Series 2015," or such other designation or designations as set forth in the Pricing Certificate, are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including specifically Chapter 1371 and Chapter 1502, Texas Government Code, as amended, and Article VIII of the Charter of the City. The Bonds may be issued in one or more series, on the dates and in the principal amount designated in the Pricing Certificate therefor for the purposes of (i) paying the costs of the Project, (ii) funding the reserve fund requirement for the Bonds, and (iii) paying the costs of issuing the Bonds. The aggregate principal amount of all Bonds issued pursuant to this Ordinance shall not exceed \$15,000,000.

Section 3.02 Date, Denomination, Maturities and Interest.

(a) The Bonds shall be dated the date set forth in the Pricing Certificate. The Bonds shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof, and shall be numbered separately from one upward or such other designation acceptable to the City and the Paying Agent/Registrar, except the Initial Bond, which shall be numbered T-1, or in such other manner provided in the Pricing Certificate.

(b) The Bonds shall mature on the date or dates, in the years and in the principal amounts set forth in the Pricing Certificate provided that the maximum maturity for the Bonds shall not exceed the number of years set forth in Exhibit B.

(c) Interest shall accrue and be paid on each Bond respectively until its maturity or prior redemption, from the later of the date set forth in the Pricing Certificate or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the Pricing Certificate. Such interest shall be payable on each Interest Payment Date until maturity or prior redemption. Interest on the Bonds shall be calculated on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each, or on such other basis as set forth in the Pricing Certificate.

Section 3.03 Medium, Method and Place of Payment.

(a) The principal of, premium, if any, and interest on the Bonds shall be paid in lawful money of the United States of America.

(b) Interest on the Bonds shall be payable to each Owner as shown in the Register at the close of business on the Record Date; provided, however, in the event of nonpayment of interest on a scheduled Interest Payment Date and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") shall be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by first-class United States mail, postage prepaid, to the address of each Owner of a Bond appearing on the Register at the close of business on the last business day next preceding the date of mailing of such notice.

(c) Interest shall be paid by check, dated as of the Interest Payment Date, and sent by the Paying Agent/Registrar to each Owner by United States mail, first class postage prepaid, to the address of each Owner as it appears in the Register, or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement. At the option of an Owner of at least \$1,000,000 principal amount of the Bonds, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar.

(d) The principal of each Bond shall be paid to the Owner thereof on the due date (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Bond at the Designated Payment/Transfer Office.

(e) If the date for the payment of the principal of, premium, if any, or interest on the Bonds is not a Business Day, then the date for such payment shall be the next succeeding day that is a Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(f) Unclaimed Payments shall be segregated in a special escrow account and held in trust, uninvested by the Paying Agent/Registrar, for the accounts of the Owners of the Bonds to which the Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains three (3) years after the retirement of all outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any owners of such Bonds for any further payment of such unclaimed monies or on account of any such Bonds, subject to Title 6 of the Texas Property Code.

Section 3.04 Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in the form of bond attached hereto as Exhibit C, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in the form of bond attached hereto as Exhibit C, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which Certificate shall be evidence that the Bond has been duly approved by the Attorney General of the State of Texas, that it is a valid and binding obligation of the City and that it has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Bond representing the entire principal amount of all Bonds of such series and the terms set forth in the Pricing Certificate, payable in stated installments to the Representative, or its designee, executed by the Mayor and City Secretary of the City by their manual or facsimile signatures, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Representative or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver a single registered, definitive Bond for each maturity, in the aggregate principal amount thereof, to DTC on behalf of the Underwriters.

Section 3.05 Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment as provided herein (except interest shall be paid to the person in whose name such Bond is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.06 Registration, Transfer and Exchange.

(a) So long as any Bonds remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Ordinance.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same series, maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000 and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) Each exchange Bond delivered by the Paying Agent/ Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for any different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond called for redemption, in whole or in part, where such redemption is scheduled to occur within forty-five (45) calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.07 Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records shall be made regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall then return such cancelled Bonds to the City or may in accordance

with law destroy such cancelled Bonds and periodically furnish the City with certificates of destruction of such Bonds.

Section 3.08 Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and shall authenticate and deliver in exchange therefor Bonds of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09 Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of the same series and of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of the same series and of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.10 Book-Entry Only System.

(a) Notwithstanding any other provision hereof, upon initial issuance of the Bonds, the ownership of the Bonds shall be registered in the name of Cede & Co., as nominee of DTC. The definitive Bonds shall be initially issued in the form of a single separate fully registered certificate for each of the maturities thereof.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Bondholder, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on such Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for

the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) The Representation Letter previously executed and delivered by the City, and applicable to the City's obligations delivered in book-entry only form to DTC as securities depository, is hereby ratified and approved for the Bonds.

Section 3.11 Successor Securities Depository; Transfer Outside Book-Entry Only System.

In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter of the City to DTC, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 3.12 Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE IV
REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01 Limitation on Redemption.

The Bonds shall be subject to redemption before scheduled maturity only as provided in this Article IV and in the Pricing Certificate.

Section 4.02 Optional Redemption.

(a) The City reserves the option to redeem Bonds in the manner provided in the Form of Bond attached hereto as Exhibit C, with such changes as are required by the Pricing Certificate.

(b) If less than all of the Bonds are to be redeemed pursuant to an optional redemption, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot, or by any other customary method that results in a random selection, the Bonds, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(c) The City, at least forty-five (45) days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Bonds to be redeemed.

Section 4.03 Mandatory Sinking Fund Redemption.

Bonds designated as “Term Bonds,” if any, in the Pricing Certificate are subject to scheduled mandatory redemption and will be redeemed by the City, out of moneys available for such purpose in the Interest and Sinking Fund, in the manner provided in the Form of Bond attached hereto as Exhibit C, with such changes as are required by the Pricing Certificate. Term Bonds shall be subject to mandatory redemption at the price, on the dates, and in the respective principal amounts set forth in the Pricing Certificate.

Section 4.04 Partial Redemption.

(a) A portion of a single Bond of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Bond is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Bond as though it were a single Bond for purposes of selection for redemption.

(b) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

(c) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Bond as to which only a portion thereof is to be redeemed.

Section 4.05 Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first class postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the business day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) The City reserves the right to give notice of its election or direction to redeem Bonds under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.06 Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

Section 4.07 Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.05 of this Ordinance and subject to any conditions or rights reserved by the City under Section 4.05(c), the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in its obligation to make provision for the payment of the principal thereof, or accrued interest thereon, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall remain Outstanding and continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same by the City.

Section 4.08 Lapse of Payment.

Money set aside for the redemption of Bonds and remaining unclaimed by the Owners of such Bonds shall be subject to the provisions of Section 3.03(f) hereof.

ARTICLE V
PAYING AGENT/REGISTRAR

Section 5.01 Appointment of Paying Agent/Registrar.

The form of Paying Agent/Registrar Agreement presented at the meeting at which this Ordinance was approved and the appointment of the Paying Agent/Registrar identified therein are hereby approved.

The Mayor is hereby authorized and directed to execute the Paying Agent/Registrar Agreement with the Paying Agent/Registrar, specifying the duties and responsibilities of the City and the Paying Agent/Registrar, in substantially the form presented at the meeting at which this Ordinance was approved with such changes as may be approved by the Mayor or an Authorized Officer. The signature of the Mayor shall be attested by the City Secretary.

Section 5.02 Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 5.03 Maintaining Paying Agent/Registrar.

(a) At all times while any Bonds are Outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04 Termination.

The City, upon not less than sixty (60) days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.05 Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by United States mail, first class postage prepaid, at the address in the Register thereof, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06 Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07 Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI
FORM OF THE BONDS

Section 6.01 Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Bonds, (i) shall be generally in the form set forth in Exhibit C hereto, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and the Pricing Certificate, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02 CUSIP Registration.

The City may secure identification numbers through CUSIP Global Services, managed on behalf of the American Bankers Association by Standard & Poor's Financial Services LCC, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.03 Legal Opinion.

The approving legal opinion of Andrews Kurth LLP, Bond Counsel, may be attached to or printed on the reverse side of each Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

Section 6.04 Statement of Insurance.

A statement relating to a municipal bond insurance policy, if any, issued for any Bond or Bonds may be printed on or attached to each such Bond.

ARTICLE VII
FUNDS AND ACCOUNTS

Section 7.01 Segregation of Revenues/Fund Designations.

All receipts, revenues and income derived from the operation and ownership of the System shall be kept separate from other funds of the City and deposited within twenty-four (24) hours after collection into the "Electric Light and Power System Fund" (created and established in connection with the issuance of the Previously Issued Bonds), which Fund (hereinafter referred to as the "System Fund") is hereby reaffirmed and shall continue to be kept and maintained at an official depository bank of the City while the Bonds remain Outstanding. Furthermore, the "Special Electric Light and Power System Revenue Bond Retirement and Reserve Fund" (hereinafter referred to as the "Bond Fund"), created and established in connection with the issuance of the Previously Issued Bonds, is hereby reaffirmed and shall continue to be maintained by the City while the Bonds remain Outstanding. The Bond Fund is and shall continue to be kept and maintained at the City's official depository bank, and moneys deposited in the Bond Fund shall be used for no purpose other than for the payment, redemption and retirement of Bonds Similarly Secured.

Section 7.02 System Fund.

The City hereby reaffirms its covenant to the Owners of the Previously Issued Bonds and agrees with the owners of the Bonds that the moneys deposited in the System Fund shall be used first for the payment of the reasonable and proper expenses of operating and maintaining the System. All moneys deposited in the System Fund in excess of the amounts required to pay operating and maintenance expenses of the System shall be applied and appropriated, to the extent required and in the order of priority prescribed, as follows:

(a) To the payment of the amounts required to be deposited in the Bond Fund for the payment of principal of and interest on the Bonds Similarly Secured as the same become due and payable; and

(b) To the payment of the amounts, if any, required to be deposited in the Reserve Portion of the Bond Fund to accumulate, restore and maintain the Reserve Requirement as security for the payment of the principal of and interest on the Bonds Similarly Secured.

Section 7.03 Bond Fund.

(a) In addition to the required monthly deposits to the Bond Fund for the payment of principal of and interest on the Previously Issued Bonds, the City hereby agrees and covenants to deposit to the Bond Fund an amount equal to one hundred percent (100%) of the amount required to fully pay the interest on and principal of the Bonds falling due on or before each maturity date and Interest Payment Date, such payments to be made in substantially equal monthly installments on or before the first day of each month beginning on or before the first day of the month next following the month the Bonds are delivered to the Underwriters. The required monthly deposits to the Bond Fund for the payment of principal of and interest on the Bonds shall continue to be made as hereinabove provided until such time as (i) the total amount on deposit in the Bond Fund, including the "Reserve Portion" deposited therein, is equal to the amount required to fully pay and discharge all Outstanding Bonds Similarly Secured (principal and interest) or (ii) the Bonds are no longer Outstanding, i.e., the Bonds have been fully paid as to principal and interest or all the Bonds have been refunded. Accrued interest, if any, received from the purchasers of the Bonds shall be deposited in the Bond Fund, and shall be taken into consideration and reduce the amount of the monthly deposits hereinabove required which would otherwise be required to be deposited in the Bond Fund from the Net Revenues of the System.

(b) In addition to the amounts to be deposited in the Bond Fund to pay current principal and interest for the Bonds Similarly Secured, the City covenants and agrees to accumulate and maintain in the Bond Fund a reserve amount (the "Reserve Portion") of Reserve Fund Obligations equal to not less than the Average Annual Debt Service requirements of all Outstanding Bonds Similarly Secured (the "Required Reserve") which shall be calculated and predetermined at the time of issuance of each series of Bonds Similarly Secured. Upon issuance of Additional Bonds, the Required Reserve shall be increased, if required, to an amount equal to the lesser of (i) the Average Annual Debt Service (calculated on a Fiscal Year basis) for all bonds Outstanding, as determined on the date of issuance of each series of Additional Bonds, and annually following each principal payment date or redemption date for the Bonds, the Previously Issued Bonds and any Additional Bonds Outstanding, as the case may be, or (ii) the maximum amount in a reasonably required reserve fund that can be invested without restriction as to yield pursuant to Subsection (d) of section 148 of the Code and regulations promulgated thereunder. The Reserve Portion of the Bond Fund shall be made available for and reasonably employed in meeting the requirements of the Bond Fund if need be, and if any amount thereof is so employed, and the Reserve Portion in the Bond Fund is less than the Required Reserve, or if an event of default under any Credit Facility held in the Reserve Portion of the Bond Fund has occurred and is continuing, the Required Reserve shall be restored from Net Revenues in twenty-four (24) approximately equal monthly payments from the first available Net Revenues of the

System in the System Fund subject only to the priority of payments hereinabove prescribed in Section 7.02.

(c) The City may, at its option, withdraw all surplus on deposit in the Reserve Portion of the Bond Fund over the Required Reserve and deposit the same in the System Fund; provided, however, that to the extent such surplus monies constitute bond proceeds, including interest and income derived therefrom, such amounts shall not be deposited to the System Fund and shall only be used for the purposes for which bond proceeds may be used.

(d) For the purpose of determining compliance with the requirements of subsection (b) of this Section 7.03, Reserve Fund Obligations shall be valued each year as of the last day of the City's fiscal year at their market value, except that any direct obligations of the United States (State and Local Government Series) held for the benefit of the Reserve Portion of the Bond Fund in book-entry form shall be continuously valued at their par value or face principal amount.

(e) To the extent permitted by, and in accordance with applicable law and upon approval of the Attorney General of the State of Texas, the City may replace or substitute a Credit Facility for cash or investment securities on deposit in the Reserve Portion of the Bond Fund or in substitution or replacement of any existing Credit Facility. Upon such replacement or substitution, cash or investment securities of any of the types permitted by Section 7.06 hereof, on deposit in the Reserve Portion of the Bond Fund which, taken together with the face amount of any existing Credit Facilities, are in excess of the Required Reserve may be withdrawn by the City, at its option, and transferred to the System Fund; provided that the face amount of any Credit Facility may be reduced at the option of the City in lieu of such transfer. However, to the extent such surplus monies constitute bond proceeds, including interest and income derived therefrom, such amounts shall not be deposited to the System Fund and shall only be used for the purposes for which bond proceeds may be used. Any interest due on any reimbursement obligation under the Credit Facility shall not exceed the highest lawful rate of interest which may be paid by the City.

(f) If the City is required to make a withdrawal from the Reserve Portion of the Bond Fund, the City shall promptly notify the issuer of any Credit Facility of the necessity for a withdrawal from the Reserve Portion of the Bond Fund, and shall make such withdrawal first from available moneys or investment securities then on deposit in the Reserve Portion of the Bond Fund, and next from a drawing under any Credit Facility to the extent of such deficiency.

(g) In the event of a deficiency in the Reserve Portion of the Bond Fund, or in the event that on the date of termination or expiration of any Credit Facility or the date of an occurrence of an event of default under the Credit Facility has occurred and is continuing beyond any cure period therefor, if any, there is not on deposit in the Reserve Portion of the Bond Fund sufficient Reserve Fund Obligations, all in an aggregate amount at least equal to the Required Reserve calculated as of the date of such deficiency, termination, expiration or event of default of such Credit Facility, then the City shall restore such deficiency from the first available Net Revenues of the System in the System Fund, subject only to the priority of payments hereinabove prescribed in Section 7.02, in twenty-four (24) approximately equal monthly payments.

(h) In the event of the redemption or defeasance of any of the Outstanding Bonds Similarly Secured, any Reserve Fund Obligations on deposit in the Reserve Fund in excess of the Required Reserve may be withdrawn and transferred, at the option of the City and subject to the last sentence of this subparagraph (h), to the System Fund, as a result of (i) the redemption of the Outstanding Bonds Similarly Secured, or (ii) funds for the payment of the Outstanding Bonds Similarly Secured having been deposited irrevocably with the paying agent or place of payment therefor in the manner described in this Ordinance, the result of such deposit being that such Outstanding Bonds Similarly Secured no longer are deemed to be Outstanding under the terms of this Ordinance. However, to the extent such surplus monies constitute bond proceeds, including interest and income derived therefrom, such amounts shall not be deposited to the System Fund and shall only be used for the purposes for which bond proceeds may be used.

(i) In the event there is a draw upon the Credit Facility, the City shall reimburse the issuer of such Credit Facility for such draw in accordance with the terms of any agreement pursuant to which the Credit Facility is issued from Net Revenues; however, such reimbursement from Net Revenues (i) shall be subject to the provisions of subparagraph (g) hereof, and (ii) shall be subordinate and junior in right of payment to the payment of principal of and premium, if any, and interest on the Bonds Similarly Secured.

Section 7.04 Payment of Bonds.

While any of the Bonds are Outstanding, the proper officers of the City are hereby authorized to transfer or cause to be transferred to the Paying Agent/Registrar, from funds on deposit in the Bond Fund, including the Reserve Portion, if necessary, amounts sufficient to fully pay and discharge promptly as each installment of interest and principal on the Bonds accrues or matures or comes due by reason of redemption prior to maturity; such transfer of funds to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar for the Bonds at the close of the Business Day next preceding the date of payment for the Bonds.

Section 7.05 Deficiencies in Funds.

If in any month the City shall, for any reason, fail to pay into the Bond Fund the full amounts above stipulated, amounts equivalent to such deficiencies shall be set apart and paid into the Bond Fund from the first available and unallocated Net Revenues of the System in the following month or months and such payments shall be in addition to the amounts hereinabove provided to be otherwise paid into the Bond Fund during such month or months.

Section 7.06 Security of Funds.

Money in any Fund established or affirmed pursuant to this Ordinance or any ordinance authorizing the issuance of Previously Issued Bonds, and any Additional Bonds, may, at the option of the City, be invested in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the Public Funds Investment Act, Chapter 2256, Texas Government Code, as

amended, or any successor law, as in effect from time to time, consistent with the City's investment policy; provided that all such deposits and investments shall be made in such manner (which may include repurchase agreements for such investment with any primary dealer of such agreements) that the money required to be expended from any such Fund will be available at the proper time or times. Such investments shall be valued each year in terms of current market value as of the last day of the Fiscal Year. For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds may be invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such fund are held by or on behalf of each such Fund. If necessary, such investments shall be promptly sold to prevent any default. Any investment made with money deposited to the credit of the Reserve Portion of the Bond Fund shall not have a maturity in excess of five (5) years.

ARTICLE VIII
SALE AND DELIVERY OF BONDS; DEPOSIT OF PROCEEDS

Section 8.01 Sale of Bonds; Official Statement.

(a) The Bonds shall be sold at negotiated sale to the Underwriters in accordance with the terms of this Ordinance, including this Section 8.01(a) and Exhibit B hereto, provided that all of the conditions set forth in Exhibit B can be satisfied. As authorized by Chapter 1371, Texas Government Code, as amended, the Authorized Officer is authorized to act on behalf of the City upon determining that the conditions set forth in Exhibit B can be satisfied, in selling and delivering each series of Bonds and carrying out the other procedures specified in this Ordinance, including determining (i) the total aggregate principal amount and the number of series of the Bonds, (ii) the date(s) on which the Bonds of each series will be sold and delivered, (iii) whether to acquire bond insurance for each series of Bonds, (iv) the amount and manner of funding the reserve fund requirement; (v) the price at which the Bonds of each series will be sold, (vi) the number and any additional or different title or designation for each series of Bonds to be issued, (vii) the form in which the Bonds of each series shall be issued, (viii) the dates on which the Bonds of each series will mature, the principal amount to mature in each year, the rate of interest to be borne by each such maturity, the interest payment dates, and the initial date from which interest will accrue, (ix) the dates, prices and other terms upon and at which the Bonds of each series shall be subject to redemption prior to maturity (including terms for optional and mandatory sinking fund redemption), and (x) all other matters relating to the issuance, sale and delivery of the Bonds, all of which shall be specified in the Pricing Certificate for each series of Bonds.

The authority granted to the Authorized Officer under this Section 8.01(a) shall expire at 11:59 p.m., on the 180th day following the date of this Ordinance (the "Expiration Date"), unless otherwise extended by the City Council by separate action. Bonds sold pursuant to a Bond Purchase Contract executed on or before the Expiration Date may be delivered after such date.

In satisfaction of Section 1201.022(a)(3), Texas Government Code, the City Council hereby determines that the delegation of the authority to the Authorized Officer to approve the final terms and conditions of each series of the Bonds as set forth in this Ordinance is, and the decisions made by the Authorized Officer pursuant to such delegated authority and incorporated in a Pricing Certificate will be, in the best interests of the City and shall have the same force and effect as if such determination were made by the City Council, and the Authorized Officer is hereby authorized to make and include in a Pricing Certificate an appropriate finding to that effect. Any finding or determination made by the Authorized Officer relating to the issuance and sale of the Bonds and the execution of the Bond Purchase Contract in connection therewith shall have the same force and effect as a finding or determination made by the City Council.

(b) The Authorized Officer is hereby authorized and directed to execute and deliver, and the City Secretary is hereby authorized and directed to attest, a bond purchase contract with respect to each series of Bonds (the “Bond Purchase Contract”) which shall be in the form approved by the Authorized Officer. Upon completion of the terms of the Bond Purchase Contract in accordance with the terms of the Pricing Certificate and this Ordinance, the Authorized Officer is authorized and directed to execute such Bond Purchase Contract on behalf of the City and the Authorized Officer and all other officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds. The Bonds shall initially be registered in the name of the Representative.

(c) The form and substance of the Preliminary Official Statement, and any addenda, supplement or amendment thereto, are hereby in all respects approved and adopted for use in connection with the public offering and sale of each series of Bonds, with such appropriate variations as shall be approved by the Authorized Officer, and the Preliminary Official Statement is hereby deemed final as of its date within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The Authorized Officer and City Secretary are hereby authorized and directed to cause to be prepared a final Official Statement (the “Official Statement”) incorporating applicable pricing information and other terms pertaining to each series of Bonds, and to execute the same by manual or facsimile signature and deliver appropriate numbers of executed copies thereof to the Underwriters. The Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the Authorized Officer and the Underwriters, may be used by the Underwriters in the public offering and sale of the Bonds. The use and distribution of the Preliminary Official Statement, and the preliminary public offering of the Bonds by the Underwriters, is hereby approved and confirmed.

(d) All officers of the City are authorized to execute such documents, certificates, receipts and other instruments as they may deem appropriate in order to consummate the delivery of the Bonds in accordance with the terms of sale therefor including, without limitation, the Bond Purchase Contract.

(e) The obligation of the Underwriters to accept delivery of the Bonds is subject to the closing conditions set forth in the Bond Purchase Contract, including specifically the Underwriters being furnished with the final, approving opinion of Andrews Kurth LLP, bond counsel for the City, which opinion shall be dated as of and delivered on the Closing Date.

Section 8.02 Control and Delivery of Bonds.

(a) The Authorized Officer of the City is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the Underwriters under and subject to the general supervision and direction of the Authorized Officer, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor or City Secretary is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tern and the Assistant City Secretary, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tern and the Assistant City Secretary shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor and City Secretary, respectively.

Section 8.03 Deposit of Proceeds.

Proceeds from the sale of the Bonds shall be applied in accordance with the provisions set forth in the Pricing Certificate for such Bonds, which may provide for the creation of any special accounts deemed necessary or appropriate by the Authorized Officer.

ARTICLE IX
PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01 Additional Bonds.

In addition to the right to issue obligations of inferior lien as authorized by the laws of the State of Texas, the City hereby reserves the right to issue Additional Bonds which, when duly authorized and issued in compliance with the terms and conditions hereinafter appearing, shall be on a parity with the Previously Issued Bonds and the Bonds herein authorized, payable from and equally and ratably secured by a first lien on and pledge of the Net Revenues of the System. The Additional Bonds may be issued in one or more installments, provided, however, that none shall be issued unless and until the following conditions have been met:

(a) The Mayor and Executive Director of Finance have certified that the City is not then in default as to any covenant, condition or obligation prescribed by any ordinance authorizing the issuance of Bonds Similarly Secured then Outstanding, including showings that all interest, sinking and reserve funds then provided for have been fully maintained in accordance with the provisions of said ordinances;

(b) The applicable laws of the State of Texas in force at the time provide permission and authority for the issuance of such Additional Bonds and have been fully complied with;

(c) The Additional Bonds are made to mature on April 15 or October 15, or both, in each of the years in which they are provided to mature;

(d) The Reserve Portion of the Bond Fund shall be accumulated and supplemented as necessary to maintain a sum which shall be not less than the Average Annual Debt Service requirements of all bonds secured by a first lien on and pledge of the Net Revenues of the System which will be outstanding upon the issuance of any series of Additional Bonds. Accordingly, each ordinance authorizing the issuance of any series of Additional Bonds shall provide for any required increase in the Reserve Portion, and if supplementation is necessary to meet all conditions of said Reserve Portion, said ordinances shall make provision that same be supplemented by the required amounts in equal monthly installments over a period of not to exceed sixty (60) calendar months from the dating of such Additional Bonds;

(e) The City has secured a certificate or opinion from an independent certified public accountant to the effect that, according to the books and records of the City, the Net Revenues of the System were, during the last completed Fiscal Year, or during any consecutive twelve (12) months period of the last eighteen (18) consecutive months prior to the month of adoption of the ordinance authorizing the Additional Bonds, equal to at least 1.25 times the Average Annual Debt Service requirements of the Bonds Similarly Secured which will be outstanding upon the issuance of the Additional Bonds; and further demonstrating that for the same period as is employed in arriving at the aforementioned test said Net Revenues were equal to at least 1.10 times the maximum annual principal and interest requirements of all Bonds Similarly Secured as will be outstanding upon the issuance of the Additional Bonds. In making a determination of the Net Revenues, the certified public accountant may take into consideration a change in the charges for services afforded by the System that became effective at least 60 days prior to the last day of the period for which Revenues are determined and, for purposes of satisfying the above Net Revenues test, make a pro-forma determination of the Net Revenues of the System for the period of time covered by his certification or opinion based on such change in charges being in effect for the entire period covered by the certificate or opinion of the certified public accountant.

When thus issued, such Additional Bonds may be secured by a pledge of the Net Revenues of the System on a parity in all things with the pledge securing the issuance of the Bonds and the Previously Issued Bonds.

Section 9.02 Rates and Charges.

The City hereby covenants and agrees with the owners of the Bonds that rates and charges for electric power and energy afforded by the System will be established and maintained to provide revenues sufficient at all times to pay:

(a) all necessary and reasonable expenses of operating and maintaining the System as set forth in the definition "Net Revenues" and to recover depreciation;

(b) the amounts required to be deposited to the Bond Fund to pay the principal of and interest on the Bonds Similarly Secured as the same becomes due and payable and to accumulate and maintain the reserve amount required to be deposited therein; and

(c) any other legally incurred indebtedness payable from the revenues of the System and/or secured by a lien on the System or the revenues thereof.

Section 9.03 Maintenance and Operation; Insurance.

In regard to the operations and properties of the System, the City agrees to carry and maintain liability and property damage insurance of the kind and in the amounts customarily carried by municipal corporations in Texas on such kind of properties; provided, however, the City, in lieu of and/or in combination with carrying such insurance, may self-insure against all perils and risks by establishing self-insurance reserves.

Section 9.04 Records, Accounts, Accounting Reports.

The City hereby covenants and agrees while any of the Bonds or any interest thereon remain Outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts pertaining to the operation of the System separate and apart from all other records and accounts of the City in accordance with generally accepted accounting principles prescribed for municipal corporations, and complete and correct entries shall be made of all transactions relating to said System, as provided by applicable law. The Owner of any Bonds, or any duly authorized agent or agents of such Owner, shall have the right at all reasonable times to inspect all such records, accounts and data relating thereto and to inspect the System and all properties comprising the same. The City further agrees that as soon as possible following the close of each Fiscal Year, it will cause an audit of such books and accounts to be made by an independent firm of certified public accountants. Each such audit, in addition to whatever other matters may be thought proper by the certified public accountant, shall particularly include the following:

- (a) A detailed statement of the income and expenditures of the System for such Fiscal Year;
- (b) A balance sheet as of the end of such Fiscal Year;
- (c) The comments of such accountant regarding the manner in which the City has complied with the covenants and requirements of this Ordinance and his recommendations for any changes or improvements in the operation, records and accounts of the System;
- (d) A list of the insurance policies in force at the end of the Fiscal Year on the System properties, setting out as to each policy the amount thereof, the risk covered, the name of the insurer, and the policy's expiration date;
- (e) A list of the securities which have been on deposit as security for the money in the Bond Fund throughout the Fiscal Year and a list of the securities, if any, in which the Reserve Portion of the Bond Fund has been invested; and
- (f) The total number of metered and unmetered customers, if any, connected with the System at the end of the Fiscal Year.

Expenses incurred in making the audits above referred to are to be regarded as maintenance and operating expenses of the System and paid as such. Copies of the aforesaid annual audit shall be furnished upon written request to the original purchasers and any subsequent Owners of the Bonds.

Section 9.05 Further Covenants.

The City hereby further covenants and agrees as follows:

(a) That it has the lawful power to pledge the Net Revenues to the payment of the Bonds and has lawfully exercised said power under the Constitution and laws of the State of Texas; that the Previously Issued Bonds, the Bonds and the Additional Bonds, when issued, shall be ratably secured under said pledge in such manner that one bond shall have no preference over any other bond of said issues.

(b) That, other than for the payment of the Previously Issued Bonds and the Bonds, the Net Revenues are not in any manner now pledged to the payment of any debt or obligation of the City or of the System on a parity with the Previously Issued Bonds and the Bonds.

(c) That, for so long as any of the Bonds or any interest thereon remain Outstanding, the City will not sell, lease or encumber the System or any substantial part thereof; provided, however, this covenant shall not be construed to prohibit the sale of such machinery, or other properties or equipment which has become obsolete or otherwise unsuited to the efficient operation of the System when other property of equal value has been substituted therefor, and, also, with the exception of the Additional Bonds expressly permitted by this Ordinance to be issued, it will not encumber the Net Revenues unless such encumbrance is made junior and subordinate to all of the provisions of this Ordinance. In the event the City sells the System, the City will use proceeds of such sale to provide for final payment of the Bonds, the Previously Issued Bonds, and any Additional Bonds.

(d) That, it will cause to be rendered monthly to each customer receiving electric services a statement therefor and will not accept payment of less than all of any statement so rendered, using its power under existing ordinances and under all such ordinances to become effective in the future to enforce payment, to withhold service from such delinquent customers and to enforce and authorize reconnection charges.

(e) That it will faithfully and punctually perform all duties with respect to the System required by the Constitution and laws of the State of Texas, including the making and collecting of reasonable and sufficient rates for services supplied by the System, and the segregation and application of the revenues of the System as required by the provisions of this Ordinance.

(f) That no free service shall be provided by the System and to the extent the City or its departments or agencies utilize the services provided by the System, payment shall be made therefor at rates charged to others for similar service.

Section 9.06 Other Representations and Covenants.

(a) The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance; the City will promptly pay or cause to be paid the principal of, premium, if any, and interest on each Bond on the dates and at the places and manner prescribed in such Bond; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 9.07 Federal Income Tax Exclusion.

(a) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which, if made or omitted, respectively, would cause the interest on such Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City shall have received a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(b) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall, at all times after the Issue Date of any Bond and prior to the last stated maturity of the Bonds

(i) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed directly or indirectly with Gross Proceeds of such Bond and not use or permit the use of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity other than a state or local government, unless such use is solely as a member of the general public, or

(ii) not directly or indirectly impose or accept any charge or other payment for use of Gross Proceeds of such Bond or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with such Gross Proceeds other than taxes of general application and interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(c) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of such Bond to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, Gross Proceeds are considered to be “loaned” to a person or

entity if (1) property acquired, constructed or improved with Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes, (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement, or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or such property are otherwise transferred in a transaction which is the economic equivalent of a loan.

(d) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the final stated maturity or final payment of such Bond, directly or indirectly invest Gross Proceeds of such Bond in any Investment (or use such Gross Proceeds to replace money so invested), if as a result of such investment the Yield of all Investments allocated to such Gross Proceeds whether then held or previously disposed of, exceeds the Yield on the Bonds.

(e) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(f) Information Report. The City shall timely file with the Secretary of the Treasury the information required by Section 149(e) of the Code with respect to the Bonds on such forms and in such place as such Secretary may prescribe.

(g) Payment of Rebate Amount. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder, the City shall:

(i) account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of such accounting for at least six years after the final Computation Date. The City may, however, to the extent permitted by law, commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of such Gross Proceeds and the obligations acquired therewith,

(ii) calculate the Rebate Amount with respect to the Bonds not less frequently than each Computation Date, in accordance with rules set forth in Section 148(f) of the Code, Section 1.148-3 of the Regulations, and the rulings thereunder. The City shall maintain a copy of such calculations for at least six years after the final Computation Date,

(iii) as additional consideration for the purchase of the Bonds by the initial purchaser thereof and the loan of the money represented thereby, and in order to induce such purchase by measures designed to ensure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, pay to the United States the amount described in paragraph (ii) above at the times, in the installments, to the place, in the manner and accompanied by such forms or other

information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and

(iv) exercise reasonable diligence to assure that no errors are made in the calculations required by paragraph (ii) and, if such error is made, to discover and promptly to correct such error within a reasonable amount of time thereafter, including payment to the United States of any interest and any penalty required by the Regulations.

(h) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds, not been relevant to either party.

Section 9.08 Disposition of Project. The City covenants that the property financed or refinanced with the proceeds of the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of a nationally-recognized bond counsel substantially to the effect that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of this Section, the portion of the property comprising personal property and disposed of in the ordinary course of business shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this Section, the City shall not be obligated to comply with this covenant if it obtains an opinion of a nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

ARTICLE X DEFAULT AND REMEDIES

Section 10.01 Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

- (a) defaults in payments to be made to the Bond Fund as required by this Ordinance;
- (b) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance.

Section 10.02 Remedies for Default.

(a) Upon the happening of any Event of Default, then any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance and shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the City Council and other officers of the City to observe and perform any covenant, condition or obligation prescribed in this Ordinance.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Bonds then Outstanding.

Section 10.03 Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right or power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XI
DISCHARGE

Section 11.01 Discharge.

The Bonds may be defeased, discharged or refunded in any manner permitted by applicable law.

ARTICLE XII
CONTINUING DISCLOSURE UNDERTAKING

Section 12.01 Annual Reports.

(a) The City shall provide annually to the MSRB, (1) within six (6) months after the end of each fiscal year of the City, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 8.01 of this Ordinance, being information of the type described in Exhibit A hereto, including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit A, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

(b) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 12.02 Event Notices.

(a) The City shall notify the MSRB, in a timely manner (not in excess of ten (10) business days after the occurrence of an event), of any of the following events with respect to the Bonds:

- (i) principal and interest payment delinquencies;
- (ii) nonpayment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) modifications to rights of Owners, if material;
- (viii) redemption calls, if material, and tender offers;
- (ix) defeasances;
- (x) release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) rating changes;
- (xii) bankruptcy, insolvency, receivership or similar event of the City;
- (xiii) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an

action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(xiv) appointment of a successor Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material.

(b) As used in clause (xii) above, the phrase “bankruptcy, insolvency, receivership or similar event” means the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court of governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if jurisdiction has been assumed by leaving the City Council and official or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(c) The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 12.01 of this Ordinance by the time required by such Section.

Section 12.03 Identifying Information.

All documents provided to the MSRB pursuant to this Article shall be provided in an electronic format and be accompanied by identifying information as prescribed by the MSRB.

Section 12.04 Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any Bond calls and any defeasances that cause the City to be no longer an “obligated person.”

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY

COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (B) an entity or individual person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.01 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in type of financial information or operating data so provided.

ARTICLE XIII AMENDMENTS; ATTORNEY GENERAL MODIFICATION

Section 13.01 Amendments.

This Ordinance shall constitute a contract with the Owners, be binding on the City, and shall not be amended or repealed by the City so long as any Bond remains outstanding except as permitted in this Section. The City may, without consent of or notice to any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of the Owners of the Bonds holding a majority in aggregate principal amount of the Bonds then outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Owners of outstanding Bonds, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (ii) give any preference to any Bond over any other Bond, or (iii) reduce the aggregate principal amount of Bonds required to be held by Owners for consent to any such amendment, addition, or rescission.

Section 13.02 Attorney General Modification.

In order to obtain the approval of the Bonds by the Attorney General of the State of Texas, any provision of this Ordinance may be modified, altered or amended after the date of its adoption if required by the Attorney General in connection with the Attorney General's examination as to the legality of the Bonds and approval thereof in accordance with the applicable law. Such changes, if any, shall be provided to the City Secretary and the City Secretary shall insert such changes into this Ordinance as if approved on the date hereof.

ARTICLE XIV
EFFECTIVE IMMEDIATELY

Section 14.01 Effective Immediately.

Notwithstanding the provisions of the City Charter, this Ordinance shall become effective immediately upon its adoption at this meeting pursuant to Section 1201.028, Texas Government Code.

[Signature Page Follows.]

PRESENTED, FINALLY PASSED AND APPROVED, AND EFFECTIVE on the 26th day of March, 2015, at a regular meeting of the City Council of the City of Lubbock, Texas.

GLEN C. ROBERTSON, Mayor

ATTEST:

REBECCA GARZA, City Secretary


[SEAL]

APPROVED AS TO CONTENT:

By: 

PAMELA MOON, CPA, Executive Director of Finance

APPROVED AS TO FORM:

By: 

JERRY V. KYLE, JR., Bond Counsel

Signature Page for Ordinance

HOU:3531474.1

EXHIBIT A

DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION

The following information is referred to in Article XII of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or other headings of the Official Statement referred to) below:

1. The portions of the financial statements of the City appended to the Official Statement as APPENDIX B, but for the most recently concluded fiscal year.
2. Statistical and financial data set forth in the Official Statement in “APPENDIX A - FINANCIAL INFORMATION REGARDING THE CITY” (Tables 1 - 12).

Accounting Principles

The accounting principles referred to in such Article XII are the accounting principles described in the notes to the City’s financial statements appended to the Official Statement.

EXHIBIT B

SALE PARAMETERS

In accordance with Section 8.01(a) of the Ordinance, the following conditions with respect to the Bonds must be satisfied in order for the Authorized Officer to act on behalf of the City in selling and delivering the Bonds to the Underwriters:

(a) the price to be paid for the Bonds shall be not less than 90% of the aggregate principal amount of the Bonds;

(b) the Bonds shall not bear interest at a rate greater than the maximum rate allowed by Chapter 1204, Texas Government Code, as amended;

(c) the aggregate principal amount of the Bonds shall produce proceeds in an amount sufficient to fund the purposes described in Section 3.01 and such aggregate principal amount shall not exceed the maximum amount authorized in Section 3.01;

(d) the maximum maturity for the Bonds shall not exceed twenty-one (21) years from the date of their delivery; and

(e) the Bonds to be issued, prior to delivery, must have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long term obligations.

EXHIBIT C

FORM OF THE BONDS

The form of the Bonds shall be generally in the form set forth below, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas to accompany the initially delivered Bonds, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Bonds shall be substantially as follows, provided however, that the substantially final form of the Bonds shall be set forth in or attached to the Pricing Certificate and shall incorporate and reflect the final terms of the Bonds set forth in the Pricing Certificate:

(a) Form of Bond.

REGISTERED
No. _____

REGISTERED
\$ _____

United States of America
State of Texas
County of Lubbock
CITY OF LUBBOCK, TEXAS
ELECTRIC LIGHT AND POWER SYSTEM REVENUE BOND
SERIES 2015

INTEREST RATE: MATURITY DATE: BOND DATE: CUSIP NUMBER:
_____ % _____, _____ _____, _____¹ _____

The City of Lubbock (the "City"), in the County of Lubbock, State of Texas, for value received, hereby promises to pay to

or registered assigns, but solely from the sources and in the manner hereinafter provided, on the Maturity Date specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the Bond Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-

¹ Information to be inserted from Pricing Certificate.

day year of twelve 30-day months, such interest to be paid semiannually on April 15 and October 15 of each year, commencing _____.² All capitalized terms used herein but not defined shall have the meaning assigned to them in the Ordinance (defined below).

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate office in Dallas, Texas (the “Designated Payment/Transfer Office”), of _____, the initial Paying Agent/Registrar, or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the interest payment date, and mailed by the Paying Agent/Registrar to the registered owner at the address shown on the Register kept by the Paying Agent/Registrar, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the registered owner; provided, however, such registered owner shall bear all risk and expense of such other banking arrangement. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the “Record Date,” which shall be the last Business Day of the month next preceding an Interest Payment Date.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday or day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday or day on which banking institutions are required or authorized to close and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Bond is one of a series of fully registered bonds specified in the title hereof issued in the aggregate principal amount of \$ _____³ (herein referred to as the “Bonds”), issued pursuant to the authority provided by Chapters 1371 and 1502, Texas Government Code, as amended, and a certain ordinance of the City (the “Ordinance”), for the purposes of (i) acquiring, purchasing, constructing, improving, renovating, enlarging, and/or equipping property, buildings, structures, facilities, and/or related infrastructure for the City’s Electric Light and Power System, (ii) funding the reserve fund requirement for the Bonds and (iii) paying the costs of issuing the Bonds.

The Bonds, together with certain outstanding parity lien revenue bonds of the City, are secured by and payable solely from a first lien on and pledge of the Net Revenues of the System, as provided or incorporated by reference in the Ordinance. The Bonds constitute special obligations of the City payable solely from the sources and in the manner set forth herein and in the Ordinance and not from any other revenues, funds or assets of the City.

The City has reserved the right, subject to the restrictions stated or incorporated by reference in the Ordinance, to issue additional parity revenue bonds that may be secured in the same manner and on a parity with the Bonds and the Previously Issued Bonds.

² Information to be inserted from Pricing Certificate.

³ Information to be inserted from Pricing Certificate.

[The City has reserved the option to redeem the Bonds maturing on or after April 15, 20__, before their respective scheduled maturities in whole or in part on April 15, 20__, or on any date thereafter, at a price equal to the principal amount of the Bonds so called for redemption plus accrued interest to the date fixed for redemption. If less than all of the Bonds are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Bonds, or portion thereof, within such maturity and in such principal amounts, for redemption.]⁴

[Bonds maturing on April 15, 20__ (the “Term Bonds”) are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the City, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

Term Bonds Maturing April 15, 20_____

<u>Redemption Date</u>	<u>Principal Amount</u>
April 15, 20__	
April 15, 20__	
April 15, 20__ (maturity)	

The Paying Agent/Registrar will select by lot or by any other customary method that results in a random selection the specific Term Bonds (or with respect to Term Bonds having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]⁵

Notice of such redemption or redemptions shall be given by first class mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the registered owner of each of the Bonds to be redeemed in whole or in part. Subject to the right of the City to give a conditional notice of redemption with respect to an optional redemption, as described below, notice having been so given, the Bonds or portions thereof designated for redemption shall become due and payable on the redemption date specified in such notice; from and after such date, notwithstanding that any of the Bonds or portions thereof so called for redemption shall not

⁴ Insert optional redemption provisions, if any, and revise to conform to the Pricing Certificate.

⁵ Insert mandatory sinking fund redemption provisions, if any, and revise as necessary to conform to the Pricing Certificate.

have been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue.

Notice of such redemption or redemptions shall be given by first class mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the registered owner of each of the Bonds to be redeemed in whole or in part. In the Ordinance, the City reserves the right in the case of an optional redemption to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

As provided in the Ordinance and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Paying Agent/Registrar, nor any such agent shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that this Bond has been duly and validly issued and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the issuance and delivery of this Bond have been performed, existed, and been done in accordance with law; that the Bonds do not exceed any constitutional or statutory limitation; and that provision has been made for the payment of the principal of and

interest on the Bonds by irrevocably pledging the net revenues of the System, as hereinabove recited.

The registered owner hereof shall never have the right to demand payment of this Bond out of any funds raised or to be raised by taxation.

IN WITNESS WHEREOF, the City has caused this Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed or placed in facsimile on this Bond.

Mayor, City of Lubbock, Texas

City Secretary, City of Lubbock, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Bonds if such Certificate on the initial Bond is fully executed.

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
OF THE STATE OF TEXAS §

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Bond has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding special obligation of the City of Lubbock, Texas, payable from the revenues pledged to its payment by and in the ordinance authorizing same and that said bond has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _____.

Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Bond if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

It is hereby certified that this Bond has been issued under the provisions of the Ordinance described on this Bond; and that this Bond has been issued in conversion of and exchange for or replacement of a bond, bonds, or portion of a bond or bonds of an issue which was originally approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas as shown in the records kept by the undersigned.

_____,
as Paying Agent/Registrar

By: _____
Authorized Representative

Dated: _____

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee): _____

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) The Initial Bond shall be in the form set forth in subsections (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Bond (which name shall be set forth in the Pricing Certificate), the headings “INTEREST RATE” and “MATURITY DATE” shall be completed with the words “As shown below”;

(ii) in the first paragraph of the Bond, the words “on the Maturity Date specified above” shall be deleted and the following will be inserted: “on April 15 in each of the years, in the principal installments and bearing interest at the per annum rates in accordance with the following schedule:

Year	Principal Installment	Interest Rate
------	-----------------------	---------------

(Information to be inserted from the Pricing Certificate)

(iii) the Initial Bond shall be numbered T-1.

City of Lubbock, TX
Finance Department
Rating Agencies Presentation
LP&L Revenue Bonds, Series 2015
Projects Funded by this Issue

LUBBOCK POWER & LIGHT

Downtown Redevelopment Underground Funded by LP&L Rev Bonds: \$1,000,000
Utilizing new duct system, reroute/install new underground 12kV & 23kV feeders & switchgear in downtown Lubbock.

Substation Breaker Replacements Funded by LP&L Rev Bonds: \$500,000
Replace outdated circuit breakers (40+ years old) and problem breakers. This project will also include the disconnect switches for the breaker, whenever applicable.

Dispatch Control Room Upgrade/Remodel Funded by LP&L Rev Bonds: \$500,000
Upgrade and remodel of the dispatch operations center. The project includes design, material, and construction.

69kV Line Rebuild – Coop to Slaton Funded by LP&L Rev Bonds: \$2,808,423
Rebuild 2.9 miles of a 69 kV sub-transmission line from the Coop Substation to the Slaton Substation. The new sub-transmission line will be 795 aluminum conductor steel reinforced (ACSR) with an optical ground wire (OPGW) static.

Oliver Substation Transformer Capacity Upgrade Funded by LP&L Rev Bonds: \$2,500,000
Purchase and install two new 30/40/50 MVA substation power transformers. The project will also include the purchase and installation of the transformers along with the associated bus, breaker, and relay upgrades that will be required along with the larger capacity transformers.

Quaker Storm Water Project – Feeder Rebuild Funded by LP&L Rev Bonds: \$300,000
Remove and rebuild LP&L overhead distribution lines along Quaker Avenue from Erskine Street to 24th Street.

Northwest Substation Feeder Circuits Funded by LP&L Rev Bonds: \$200,000
Construct four new distribution feeders exiting the Northwest Substation to keep up with growing electrical load in northwest Lubbock.

Indiana URD Cable Replacement Funded by LP&L Rev Bonds: \$3,000,000
Replace the three 23 kV Indiana Substation underground residential distribution (URD) feeder circuits along Indiana Ave from Clovis Highway to 4th Street.

Milwaukee Autotransformer

Funded by LP&L Rev Bonds: \$2,400,000

Installation of a 200 MVA transformer will provide four tie-lines with Xcel Energy at 200 MVA capacity, thus increasing system reliability. The project also includes the replacement and upgrade of the breaker, bus work, and relays.

TOTAL 2015 REVENUE BONDS

\$13,208,423



Regular City Council Meeting

6. 9.

Meeting Date: 03/26/2015

Information

Agenda Item

Ordinance - Finance: Consider an ordinance providing for the issuance of City of Lubbock, Texas, General Obligation Refunding Bonds, Series 2015 and City of Lubbock, Texas General Obligation Refunding Bonds, Taxable Series 2015; levying a tax in payment thereof; providing for the award of the sale thereof in accordance with specified parameters; approving the official statement; approving execution of a purchase contract and escrow agreement; and enacting other provisions relating thereto.

Item Summary

Upon approval of this ordinance, the City will be able to sell the General Obligation Refunding Bonds and General Obligation Refunding Taxable Bonds (Bonds) on a negotiated basis. The ordinance authorizing the issuance of the Bonds is a "parameters ordinance" delegating authority to the Mayor, City Manager, or Executive Director of Finance (each an Authorized Officer) to determine the timing, terms, and interest rates, of the issuance. The ordinance expires after a six month period and designates parameters to which the Authorized Officers must conform to execute the sale of the Bonds. The delegated authority allows the City to attain the most attractive rates and terms by offering the Bonds when market conditions are favorable.

The following conditions must be satisfied in order for the Authorized Officers to act on behalf of the City in selling and delivering the Bonds to the Underwriters: a) the price to be paid for the Bonds shall not be less than 90% of the aggregate principal of such Bonds; b) the Bonds shall not bear interest at a rate greater than the maximum rate allowed by Chapter 1204, Texas Government Code, as amended; c) the aggregate principal amount of the Bonds shall produce proceeds in an amount sufficient to refund the Refunded Obligations and related issuance costs; d) such aggregate principal amount shall not exceed \$185,000,000; e) the refunding of the Refunded Obligations shall result in a positive gross debt service savings and a net present value savings of at least (5%); f) the maximum maturity for the Bonds shall not exceed twenty-one years; and g) the Bonds to be issued, prior to delivery, must have been rated by a nationally recognized agency for municipal securities in one of the four highest rating categories for long term obligations.

The City will sell the Bonds on a negotiated basis. The City and RBC Capital Markets, the City's financial advisor, will negotiate purchase prices for the Bonds with the City's underwriters. The tax-exempt issue will be issued with Wells Fargo serving as lead underwriter, along with Citi Municipal Securities, Raymond James, Hutchinson Early & Shockley, and Barclays. George K Baum will serve as lead underwriter along with Raymond James on the taxable refunding. The City's outstanding bonds and certificates of obligation that could potentially be refunded in this financing are listed in Schedule I. The City desires to refund all or a portion of those outstanding obligations in order to achieve interest rate savings. The Bonds shall be issued as Taxable Bonds for the purpose of refunding Refunded Obligation Candidates that the Authorized Officer determines are ineligible for refunding through the issuance of Tax-Exempt Bonds. The allocation of principal amount between Tax-Exempt Bonds and Taxable Bonds shall be determined by the Authorized Officer based on market conditions and a determination of the amount required to fund the purposes described in Section 3.01 or the Ordinance.

Pursuant to Section 1201.028(3), Texas Government Code, the authorization of a public security is effective immediately with only one reading of the ordinance. The ordinance excludes certain information that is unknown as

of the printing of the backup material. Examples include annual principal and interest amounts and maturity dates. Once negotiations have concluded, the final results will be provided to the City Council. A draft preliminary official statement is available in the City Secretary's office.

Fiscal Impact

Annual payments will be made from the revenues of the City. The bond proceeds will be used to refund prior year bonds and pay cost of issuance related to the financing.

Staff/Board Recommending

Pamela Moon, CPA, Executive Director of Finance

Attachments

Ordinance - 2015 GO Refunding

ORDINANCE

relating to

CITY OF LUBBOCK, TEXAS
GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2015

and

CITY OF LUBBOCK, TEXAS
GENERAL OBLIGATION REFUNDING BONDS,
TAXABLE SERIES 2015

Adopted: March 26, 2015

TABLE OF CONTENTS

Recitals.....1

**ARTICLE I
DEFINITIONS AND OTHER PRELIMINARY MATTERS**

Section 1.01 Definitions.....2
Section 1.02 Findings.....5
Section 1.03 Table of Contents, Titles and Headings.....5
Section 1.04 Interpretation.....5

**ARTICLE II
SECURITY FOR THE BONDS; INTEREST AND SINKING FUND**

Section 2.01 Tax Levy6
Section 2.02 Interest and Sinking Fund6

**ARTICLE III
AUTHORIZATION; GENERAL TERMS AND PROVISIONS
REGARDING THE BONDS**

Section 3.01 Authorization7
Section 3.02 Date, Denomination, Maturities and Interest.....7
Section 3.03 Medium, Method and Place of Payment.....8
Section 3.04 Execution and Registration of Bonds9
Section 3.05 Ownership10
Section 3.06 Registration, Transfer and Exchange.....10
Section 3.07 Cancellation11
Section 3.08 Temporary Bonds.....11
Section 3.09 Replacement Bonds11
Section 3.10 Book-Entry Only System.....12
Section 3.11 Successor Securities Depository; Transfer Outside Book-Entry Only
System.....13
Section 3.12 Payments to Cede & Co.13

**ARTICLE IV
REDEMPTION OF BONDS BEFORE MATURITY**

Section 4.01 Limitation on Redemption14
Section 4.02 Optional Redemption14
Section 4.03 Mandatory Sinking Fund Redemption.....14
Section 4.04 Partial Redemption.....14
Section 4.05 Notice of Redemption to Owners15
Section 4.06 Payment Upon Redemption15
Section 4.07 Effect of Redemption.....16
Section 4.08 Lapse of Payment.....16

**ARTICLE V
PAYING AGENT/REGISTRAR**

Section 5.01 Appointment of Paying Agent/Registrar16

Section 5.02	Qualifications	16
Section 5.03	Maintaining Paying Agent/Registrar	16
Section 5.04	Termination	17
Section 5.05	Notice of Change to Owners	17
Section 5.06	Agreement to Perform Duties and Functions	17
Section 5.07	Delivery of Records to Successor	17

ARTICLE VI
FORM OF THE BONDS

Section 6.01	Form Generally	17
Section 6.02	CUSIP Registration	18
Section 6.03	Legal Opinion	18
Section 6.04	Statement of Insurance	18

ARTICLE VII
SALE AND DELIVERY OF BONDS; DEPOSIT OF PROCEEDS

Section 7.01	Sale of Bonds; Official Statement	18
Section 7.02	Control and Delivery of Bonds	20
Section 7.03	Deposit of Proceeds	20

ARTICLE VIII
INVESTMENTS

Section 8.01	Investments	21
Section 8.02	Investment Income	21

ARTICLE IX
PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01	Payment of the Bonds	21
Section 9.02	Other Representations and Covenants	21
Section 9.03	Federal Income Tax Exclusion	22

ARTICLE X
DEFAULT AND REMEDIES

Section 10.01	Events of Default	24
Section 10.02	Remedies for Default	24
Section 10.03	Remedies Not Exclusive	25

ARTICLE XI
DISCHARGE

Section 11.01	Discharge	25
---------------	-----------------	----

ARTICLE XII
CONTINUING DISCLOSURE UNDERTAKING

Section 12.01	Annual Reports	25
Section 12.02	Event Notices	26
Section 12.03	Identifying Information	27
Section 12.04	Limitations, Disclaimers and Amendments	27

ARTICLE XIII
AMENDMENTS; ATTORNEY GENERAL MODIFICATION

Section 13.01	Amendments	28
Section 13.02	Attorney General Modification.....	29

ARTICLE XIV
REDEMPTION OF REFUNDED OBLIGATIONS; APPROVAL OF ESCROW AGREEMENT;
PURCHASE OF ESCROWED SECURITIES

Section 14.01	Redemption of Refunded Obligations	29
Section 14.02	Escrow Securities.....	29
Section 14.03	Arrangements for Defeasance of Refunded Obligations	29
Section 14.04	Notice of Redemption	30

ARTICLE XV
EFFECTIVE IMMEDIATELY

Section 15.01	Effective Immediately.....	30
---------------	----------------------------	----

Schedule I – Refunded Obligation Candidates	Schedule I-1
Exhibit A – Description of Annual Disclosure of Financial Information.....	A-1
Exhibit B – Sale Parameters	B-1
Exhibit C – Form of the Bonds	C-1

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF CITY OF LUBBOCK, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015, AND CITY OF LUBBOCK, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, TAXABLE SERIES 2015; LEVYING A TAX IN PAYMENT THEREOF; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; APPROVING THE OFFICIAL STATEMENT; APPROVING EXECUTION OF A PURCHASE CONTRACT AND ESCROW AGREEMENTS; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, there are presently outstanding certain obligations of the City of Lubbock, Texas (the "City") described on Schedule I attached hereto (collectively, the "Refunded Obligation Candidates");

WHEREAS, the City now desires to refund all or a portion of such Refunded Obligation Candidates (such refunded obligations to be hereinafter referred to as the "Refunded Obligations");

WHEREAS, Chapter 1207, Texas Government Code, as amended ("Chapter 1207") authorizes the City to issue refunding bonds and to deposit the proceeds from the sale thereof, together with any other available funds or resources, directly with the paying agent for any of the Refunded Obligations or a trust company or commercial bank, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations;

WHEREAS, Chapter 1207 further authorizes the City to enter into one or more escrow agreements with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit;

WHEREAS, the City Council hereby finds and determines that the refunding contemplated by this Ordinance will benefit the City by providing present value debt service savings in an amount or amounts to be certified in the Pricing Certificate(s) (hereinafter defined), and that such benefit is sufficient consideration for the issuance of refunding bonds, as provided by this Ordinance, and the refunding of the Refunded Obligations;

WHEREAS, the City Council hereby finds and determines that it is necessary and in the best interest of the City and its citizens that it authorize by this Ordinance the issuance of bonds, in one or more series, the proceeds of which will be sufficient to (i) refund the Refunded Obligations and (ii) pay costs of issuance of such bonds;

WHEREAS, the City is an "Issuer" within the meaning of Chapter 1371, Texas Government Code ("Chapter 1371"), as amended, and the City Council desires to delegate, pursuant to Chapter 1207 and Chapter 1371 and the parameters of this Ordinance, to the Authorized Officer, the authority to approve the principal amount, the interest rate, the number of series, the price and the terms of the Bonds authorized hereby and to otherwise take such

actions as are necessary and appropriate to effect the sale of the Bonds and to select the specific maturities or series of Refunded Obligation Candidates to be refunded;

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; therefore,

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

ARTICLE I
DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01 Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

“Authorized Officer” means each of the Mayor, the City Manager and the Executive Director of Finance, acting individually.

“Bond” means any of the Bonds.

“Bond Date” means the date designated as the initial date of the Bonds by Section 3.02(a) of this Ordinance.

“Bonds” means the City’s bonds authorized to be issued by Section 3.01 of this Ordinance.

“City” means the City of Lubbock, Texas.

“Closing Date” means the date of the initial delivery of and payment for Bonds.

“Code” means the Internal Revenue Code of 1986, as amended by all legislation, if any, enacted on or before the Issue Date.

“Computation Date” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Designated Payment/Transfer Office” means the Designated Payment/Transfer Office, as designated in the Paying Agent/Registrar Agreement, or such other location designated by the Paying Agent/Registrar.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“EMMA” means the Electronic Municipal Market Access System.

“Escrow Agent” means the place of payment for the Refunded Obligations or the trust company or commercial bank identified in the Escrow Agreement, and its successors in such capacity.

“Escrow Agreement” means an agreement between the City and the Escrow Agent pertaining to the defeasance of Refunded Obligations, as described in Section 14.03 of this Ordinance.

“Escrow Fund” means the fund by that name established in the Escrow Agreement.

“Escrow Securities” has the meaning assigned in the Escrow Agreement.

“Event of Default” means any event of default as defined in Section 10.01 of this Ordinance.

“Gross Proceeds” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Initial Bond” means the initial bond or bonds of each series authorized by Section 3.04 of this Ordinance.

“Interest and Sinking Fund” means the interest and sinking fund or funds established by Section 2.02 of this Ordinance.

“Interest Payment Date” means the date or dates on which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, as set forth in the Pricing Certificate.

“Investment” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Issue Date” for each series of Bonds or other obligations of the City is the respective date on which such series of Bonds or other obligations of the City is delivered against payment therefor.

“MSRB” means the Municipal Securities Rulemaking Board.

“Net Sale Proceeds” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Nonpurpose Investment” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Official Statement” means a document described in Section 7.01(c) prepared for dissemination to potential investors in connection with the public offering and sale of Bonds.

“Owner” means the person who is the registered owner of a Bond or Bonds, as shown in the Register.

“Paying Agent/Registrar” means the bank or trust company identified in the Paying Agent/Registrar Agreement referred to in Section 5.01 of this Ordinance, or any successor thereto as provided in this Ordinance.

“Preliminary Official Statement” means a document described in Section 7.01(c) prepared for dissemination to potential investors prior to the availability of the final Official Statement.

“Pricing Certificate” means a certificate or certificates signed by an Authorized Officer establishing the terms and features of each series of Bonds in accordance with Section 7.01 hereof.

“Proceeds” has the meaning stated in Section 1.148-1(b) of the Regulations.

“Purchase Contract” means any purchase contract described in Section 7.01(b) of this Ordinance.

“Rebate Amount” has the meaning stated in Section 1.148-3 of the Regulations.

“Record Date” means the date specified in the Pricing Certificate.

“Refunded Obligation Candidates” means the obligations of the City described in Schedule I attached hereto.

“Refunded Obligations” means the Refunded Obligation Candidates designated as Refunded Obligations in a Pricing Certificate.

“Register” means the Register specified in Section 3.06(a) of this Ordinance.

“Regulations” means the final or temporary Income Tax Regulations applicable to the Bonds issued pursuant to Sections 141 through 150 of the Code. Any reference to a section of the Regulations shall also refer to any successor provision to such section hereafter promulgated by the Internal Revenue Service pursuant to Sections 141 through 150 of the Code and applicable to the Bonds.

“Representation Letter” means the Blanket Letter of Representations between the City and DTC.

“Representative” means the representative for the Underwriters named in the Purchase Contract.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“Series 2015 Certificates of Obligation” means any of the City’s Tax and Waterworks System Surplus Revenue Certificates of Obligation authorized to be issued in one or more series

in accordance with the terms of an ordinance of the City adopted concurrently with this Ordinance.

“Special Payment Date” means the Special Payment Date prescribed by Section 3.03(b).

“Special Record Date” means the Special Record Date prescribed by Section 3.03(b).

“Taxable Bonds” means any Bonds for which the City does not intend that the interest thereon shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Code.

“Tax-Exempt Bonds” means any Bonds for which the City intends that the interest thereon shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Code.

“Term Bonds” has the meaning set forth in Section 4.03 hereof.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of principal of or interest on the Bonds as the same come due and payable and remaining unclaimed by the Owners of such Bonds after the applicable payment or redemption date.

“Underwriters” means the Underwriters named in the Purchase Contract.

“Yield of”

- (i) any Investment shall be computed in accordance with Section 1.148-5 of the Regulations, and
- (ii) the Bonds shall be computed in accordance with Section 1.148-4 of the Regulations.

Section 1.02 Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03 Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04 Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and

words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

(c) Should Series 2015 Certificates of Obligation not be sold pursuant to the ordinance authorizing their issuance, references in this Ordinance thereto shall be deemed surplusage.

ARTICLE II SECURITY FOR THE BONDS; INTEREST AND SINKING FUND

Section 2.01 Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each succeeding year thereafter while any of the Bonds or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the City, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Bonds of each series, being (i) the interest on the Bonds of such series, and (ii) a sinking fund for their redemption at maturity or a sinking fund of two percent (2%) per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the City most recently approved in accordance with law and the money thus collected shall be deposited as collected to the Interest and Sinking Fund for the related series of Bonds.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the related series of Bonds when and as due and payable in accordance with their terms and this Ordinance.

(d) If the lien and provisions of this Ordinance shall be released in a manner permitted by Article XI hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit. In determining the aggregate principal amount of outstanding Bonds, there shall be subtracted the amount of any Bonds that have been duly called for redemption and for which money has been deposited with the Paying Agent/Registrar for such redemption.

Section 2.02 Interest and Sinking Fund.

(a) The City hereby establishes special funds to be designated as the "City of Lubbock, Texas, General Obligation Refunding Bonds, Series 2015, Interest and Sinking Fund" relating to the Tax-Exempt Bonds and "City of Lubbock, Texas, General Obligation Refunding

Bonds, Taxable Series 2015, Interest and Sinking Fund" relating to the Taxable Bonds, or such other designations as are set forth in the Pricing Certificate, said funds to be maintained at an official depository of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in or required by this Ordinance to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on and principal of the related series of Bonds when and as due and payable in accordance with their terms and this Ordinance.

ARTICLE III
AUTHORIZATION; GENERAL TERMS AND PROVISIONS
REGARDING THE BONDS

Section 3.01 Authorization.

The City's Tax-Exempt Bonds, to be designated "City of Lubbock, Texas, General Obligation Refunding Bonds, Series 2015," and the City's Taxable Bonds, to be designated "City of Lubbock, Texas, General Obligation Refunding Bonds, Taxable Series 2015," or such other designation or designations as set forth in the Pricing Certificate for such Bonds, are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including specifically Chapter 1207, Chapter 1371, and Article VIII of the Charter of the City. The Bonds may be issued in one or more series, from time to time, on the dates and in the principal amount designated in the Pricing Certificate therefor for the purposes of (i) refunding Refunded Obligations and (ii) paying the costs of issuing the Bonds and refunding the Refunded Obligations. The aggregate principal amount of all Bonds issued pursuant to this Ordinance shall not exceed \$185,000,000.

Bonds shall be issued as Taxable Bonds for the purpose of refunding Refunded Obligation Candidates that the Authorized Officer determines are ineligible for refunding through the issuance of Tax-Exempt Bonds. The allocation of principal amount between Tax-Exempt Bonds and Taxable Bonds shall be determined by the Authorized Officer based on market conditions and the Authorized Officer's determination of the amount required to fund the purposes described in this Section 3.01.

Section 3.02 Date, Denomination, Maturities and Interest.

(a) The Bonds shall be dated the date set forth in the Pricing Certificate. The Bonds shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof, and shall be numbered separately from one upward for each series, except the Initial Bonds, which shall each be numbered T-1, or in such other manner provided in the Pricing Certificate.

(b) The Bonds shall mature on the date or dates, in the years and in the principal amounts set forth in the Pricing Certificate provided that the maximum maturity for the Bonds shall not exceed the number of years set forth in Exhibit B.

(c) Interest shall accrue and be paid on each Bond respectively until its maturity or prior redemption, from the later of the date set forth in the Pricing Certificate or the most recent

Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the Pricing Certificate. Such interest shall be payable on each Interest Payment Date until maturity or prior redemption. Interest on the Bonds shall be calculated on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each, or on such other basis as set forth in the Pricing Certificate.

Section 3.03 Medium, Method and Place of Payment.

(a) The principal of and interest on the Bonds shall be paid in lawful money of the United States of America.

(b) Interest on the Bonds shall be payable to the Owners as shown in the Register at the close of business on the Record Date; provided, however, in the event of nonpayment of interest on a scheduled Interest Payment Date and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") shall be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be fifteen (15) days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by first-class United States mail, postage prepaid, to the address of each Owner of a Bond appearing on the Register at the close of business on the last business day next preceding the date of mailing of such notice.

(c) Interest shall be paid by check, dated as of the Interest Payment Date, and sent by United States mail, first class postage prepaid, by the Paying Agent/Registrar to each Owner, at the address thereof as it appears in the Register, or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, that the Owner shall bear all risk and expense of such other banking arrangement. At the option of an Owner of at least \$1,000,000 principal amount of the Bonds, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar.

(d) The principal of each Bond shall be paid to the Owner thereof on the due date (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(f) Unclaimed Payments shall be segregated in a special escrow account and held in trust, uninvested by the Paying Agent/Registrar, for the accounts of the Owners of the Bonds to which the Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains three years after the retirement of all outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any Owners of such Bonds for any further payment of such unclaimed monies or on account of any such Bonds, subject to Title 6 of the Texas Property Code.

Section 3.04 Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Bond has been duly approved by the Attorney General of the State of Texas, that it is a valid and binding obligation of the City and that it has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Bond of each series representing the entire principal amount of all the Bonds of such series and the terms set forth in the Pricing Certificate, payable in stated installments to the Representative, or its designee, executed by the Mayor and City Secretary of the City by their manual or facsimile signatures, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Representative or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver a single registered, definitive Bond for each maturity, in the aggregate principal amount thereof, to DTC on behalf of the Underwriters.

Section 3.05 Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment as provided herein (except interest shall be paid to the person in whose name such Bond is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.06 Registration, Transfer and Exchange.

(a) So long as any Bonds remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Ordinance.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same series, maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000 and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) Each exchange Bond delivered by the Paying Agent/ Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for any different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond called for redemption, in whole or in part, where such redemption is scheduled to occur within forty five (45) calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.07 Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records shall be made regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall then return such cancelled Bonds to the City or may in accordance with law destroy such cancelled Bonds and periodically furnish the City with certificates of destruction of such Bonds.

Section 3.08 Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Bonds in temporary form; thereupon, upon the presentation and surrender of the Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and shall authenticate and deliver in exchange therefor Bonds of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09 Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of the same series and of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of the same series and of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.10 Book-Entry Only System.

Notwithstanding any other provision hereof, upon initial issuance of the Bonds, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC. The definitive Bonds shall be initially issued in the form of a single separate fully registered certificate for each of the maturities thereof.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a bondholder, as shown in the Register of any amount with respect to principal of or interest on the

Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of and interest on such Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

The Representation Letter previously executed and delivered by the City, and applicable to the City's obligations delivered in book-entry-only form to DTC as securities depository is hereby ratified and approved for the Bonds.

Section 3.11 Successor Securities Depository; Transfer Outside Book-Entry Only System.

In the event that the City determines that it is in the best interest of the City and the beneficial owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 3.12 Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE IV
REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01 Limitation on Redemption.

The Bonds shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.02 Optional Redemption.

(a) The City reserves the option to redeem Bonds of each series in the manner provided in the Form of Bonds attached hereto as Exhibit C, with such changes as are required by the Pricing Certificate.

(b) If less than all of the Bonds are to be redeemed pursuant to an optional redemption, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot, or by any other customary method that results in a random selection, the Bonds, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(c) The City, at least forty-five (45) days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Bonds to be redeemed.

Section 4.03 Mandatory Sinking Fund Redemption.

Bonds of each series designated as "Term Bonds," if any, in the Pricing Certificate are subject to scheduled mandatory redemption and will be redeemed by the City, out of moneys available for such purpose in the Interest and Sinking Fund, in the manner provided in the Form of Bonds attached hereto as Exhibit C, with such changes as are required by the Pricing Certificate. Term Bonds shall be subject to mandatory redemption at the price, on the dates, and in the respective principal amounts set forth in the Pricing Certificate.

Section 4.04 Partial Redemption.

(a) A portion of a single Bond of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Bond is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Bond as though it were a single Bond for purposes of selection for redemption.

(b) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

(c) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Bond as to which only a portion thereof is to be redeemed.

Section 4.05 Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first class postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the business day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) The City reserves the right to give notice of its election or direction to redeem Bonds under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain outstanding, and the rescission shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.06 Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

Section 4.07 Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.05 of this Ordinance and subject to any conditions or rights reserved by the City under Section 4.05(c), the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in its obligation to make provision for the payment of the principal thereof, or accrued interest thereon, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall remain outstanding and continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same by the City.

Section 4.08 Lapse of Payment.

Money set aside for the redemption of Bonds and remaining unclaimed by the Owners of such Bonds shall be subject to the provisions of Section 3.03(f) hereof.

ARTICLE V
PAYING AGENT/REGISTRAR

Section 5.01 Appointment of Paying Agent/Registrar.

The form of Paying Agent/Registrar Agreement presented at the meeting at which this Ordinance was approved and the appointment of the Paying Agent/Registrar identified therein are hereby approved.

The Mayor is hereby authorized and directed to execute the Paying Agent/Registrar Agreement with the Paying Agent/Registrar, specifying the duties and responsibilities of the City and the Paying Agent/Registrar, in substantially the form presented at the meeting at which this Ordinance was approved with such changes as may be approved by the Mayor or an Authorized Officer. The signature of the Mayor shall be attested by the City Secretary.

Section 5.02 Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 5.03 Maintaining Paying Agent/Registrar.

(a) At all times while any Bonds are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04 Termination.

The City, upon not less than sixty (60) days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.05 Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by United States mail, first class postage prepaid, at the address in the Register thereof, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06 Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07 Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI
FORM OF THE BONDS

Section 6.01 Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Bonds, (i) shall be generally in the form set forth in Exhibit C hereto, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and the Pricing Certificate, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other

similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02 CUSIP Registration.

The City may secure identification numbers through CUSIP Global Services, managed on behalf of the American Bankers Association by Standard & Poor's Financial Services LLC, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.03 Legal Opinion.

The approving legal opinion of Andrews Kurth LLP, Bond Counsel, may be attached to or printed on the reverse side of each Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

Section 6.04 Statement of Insurance.

A statement relating to a municipal bond insurance policy, if any, to be issued for any Bond or Bonds may be printed on or attached to each such Bond.

ARTICLE VII
SALE AND DELIVERY OF BONDS; DEPOSIT OF PROCEEDS

Section 7.01 Sale of Bonds; Official Statement.

(a) The Bonds shall be sold at negotiated sale to the Underwriters in accordance with the terms of this Ordinance, including this Section 7.01(a) and Exhibit B hereto, provided that all of the conditions set forth in Exhibit B can be satisfied. As authorized by Chapter 1207 and Chapter 1371, the Authorized Officer is authorized to act on behalf of the City upon determining that the conditions set forth in Exhibit B can be satisfied, in selling and delivering each series of Bonds, from time to time, and carrying out the other procedures specified in this Ordinance, including determining (i) the total aggregate principal amount and the number of series of the Bonds (including the aggregate principal amount of Tax-Exempt Bonds and Taxable Bonds and the principal amount of each series of Bonds issued to effect the purposes identified in Section 3.01 of this Ordinance), (ii) the date(s) on which the Bonds of each series will be sold and delivered, (iii) whether to acquire bond insurance for each series of Bonds, (iv) the price at which the Bonds of each series will be sold, (v) the Refunded Obligation Candidates to be refunded by Tax-Exempt Bonds, the Refunded Obligation Candidates to be refunded by Taxable Bonds, and their redemption dates, (vi) the number and any additional or different title or designation for each series of Bonds to be issued, (vii) the form in which the Bonds of each series shall be issued, (viii) the dates on which the Bonds of each series will mature, the principal amount to

mature in each year, the rate of interest to be borne by each such maturity, the interest payment dates, and the initial date from which interest will accrue, (ix) the dates, prices and other terms upon and at which the Bonds of each series shall be subject to redemption prior to maturity (including terms for optional and mandatory sinking fund redemption), and (x) all other matters relating to the issuance, sale and delivery of the Bonds and the refunding of the Refunded Obligations, all of which shall be specified in the Pricing Certificate for each series of Bonds.

The authority granted to the Authorized Officer under this Section 7.01(a) shall expire at 11:59 p.m., on the 180th day following the date of this Ordinance (the "Expiration Date"), unless otherwise extended by the City Council by separate action. Bonds sold pursuant to a Purchase Contract executed on or before the Expiration Date may be delivered after such date.

In satisfaction of Section 1201.022(a)(3), Texas Government Code, the City Council hereby determines that the delegation of the authority to the Authorized Officer to approve the final terms and conditions of each series of the Bonds as set forth in this Ordinance is, and the decisions made by the Authorized Officer pursuant to such delegated authority and incorporated in a Pricing Certificate will be, in the best interests of the City and shall have the same force and effect as if such determination were made by the City Council, and the Authorized Officer is hereby authorized to make and include in a Pricing Certificate an appropriate finding to that effect. Any finding or determination made by the Authorized Officer relating to the issuance and sale of the Bonds and the execution of the Purchase Contract in connection therewith shall have the same force and effect as a finding or determination made by the City Council.

(b) The Authorized Officer is hereby authorized and directed to execute and deliver, and the City Secretary is hereby authorized and directed to attest, a purchase contract with respect to each series of Bonds (the "Purchase Contract") which shall be in the form approved by the Authorized Officer. Upon completion of the terms of the Purchase Contract in accordance with the terms of the Pricing Certificate and this Ordinance, the Authorized Officer is authorized and directed to execute such Purchase Contract on behalf of the City and the Authorized Officer and all other officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds. The Bonds shall initially be registered in the name of the Representative. At the direction of the Authorized Officer, Bonds and Series 2015 Certificates of Obligation may be sold, but are not required to be sold, pursuant to the terms of a common Purchase Contract.

(c) The form and substance of the Preliminary Official Statement, and any addenda, supplement or amendment thereto, are hereby in all respects approved and adopted for use in connection with the public offering and sale of each series of Bonds, with such appropriate variations as shall be approved by the Authorized Officer, and the Preliminary Official Statement is hereby deemed final as of its date within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The Authorized Officer and City Secretary are hereby authorized and directed to cause to be prepared a final Official Statement (the "Official Statement") incorporating applicable pricing information and other terms pertaining to each series of Bonds, and to execute the same by manual or facsimile signature and deliver appropriate numbers of executed copies thereof to the Underwriters. The Official Statement as thus approved, executed and delivered, with such appropriate variations as

shall be approved by the Authorized Officer and the Underwriters, may be used by the Underwriters in the public offering and sale of the Bonds. The use and distribution of the Preliminary Official Statement, and the preliminary public offering of the Bonds by the Underwriters, is hereby approved and confirmed. The Authorized Officer may direct the preparation of a common Official Statement for any series of Bonds and Series 2015 Certificates of Obligation.

(d) All officers of the City are authorized to execute such documents, certificates, receipts and other instruments as they may deem appropriate in order to consummate the delivery of each series of Bonds in accordance with the terms of sale therefor including, without limitation, the Purchase Contract.

(e) The obligation of the Underwriters to accept delivery of each series of Bonds is subject to the closing conditions set forth in the Purchase Contract being satisfied, including specifically the Underwriters being furnished with the final, approving opinion of Andrews Kurth LLP, bond counsel for the City, which opinion shall be dated as of and delivered on the Closing Date.

Section 7.02 Control and Delivery of Bonds.

(a) The Authorized Officer of the City is hereby authorized to have control of the Initial Bonds and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the Underwriters for such Bonds under and subject to the general supervision and direction of the Authorized Officer, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor or City Secretary is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem and the Assistant City Secretary, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tem and the Assistant City Secretary shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor and City Secretary, respectively.

Section 7.03 Deposit of Proceeds.

Proceeds from the sale of the Bonds of each series shall be applied in accordance with the provisions set forth in the Pricing Certificate for such Bonds, which may provide for the creation of any special accounts deemed necessary or appropriate by the Authorized Officer.

ARTICLE VIII
INVESTMENTS

Section 8.01 Investments.

(a) Money in the Interest and Sinking Fund created by this Ordinance and any special accounts provided for in the Pricing Certificate pursuant to Section 7.03, at the City's option, may be invested in such securities or obligations as permitted under applicable law. The Authorized Officer, and any other officer of the City authorized to make investments on behalf of the City, are hereby authorized and directed to execute and deliver, on behalf of the City, any and all investment agreements, guaranteed investment contracts or repurchase agreements in connection with the investment of moneys on deposit in the Interest and Sinking Fund and any accounts provided for in the Pricing Certificate pursuant to Section 7.03, but only to the extent such investment agreements, guaranteed investment contracts or repurchase agreements are authorized investments under applicable law.

(b) Any securities or obligations in which money in the Interest and Sinking Fund is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.02 Investment Income.

(a) Interest and income derived from investment of the Interest and Sinking Fund shall be credited to such fund.

(b) The investment and application of money in the Escrow Fund shall be in accordance with the provisions of the Escrow Agreement.

ARTICLE IX
PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01 Payment of the Bonds.

On or before each Interest Payment Date for the Bonds and while any of the Bonds are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such interest on and principal of the Bonds as will accrue or mature on the applicable Interest Payment Date, maturity date or date of prior redemption.

Section 9.02 Other Representations and Covenants.

(a) The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Bond; the City will promptly pay or cause to be paid the principal of and interest on each Bond on the dates and at the places and manner prescribed in such Bond; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 9.03 Federal Income Tax Exclusion of Interest on Tax-Exempt Bonds.

(a) Not to Cause Interest on Tax-Exempt Bonds to Become Taxable. The City shall not use, permit the use of or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which, if made or omitted, respectively, would cause the interest on any Tax-Exempt Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City shall have received a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Tax-Exempt Bond, the City shall comply with each of the specific covenants in this Section.

(b) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall, at all times after the Issue Date of any Tax-Exempt Bond and prior to the last stated maturity of the Tax-Exempt Bonds

(i) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed directly or indirectly with Gross Proceeds of such Tax-Exempt Bond (including property financed with Gross Proceeds of the Refunded Obligations or notes or bonds refunded by the Refunded Obligations) and not use or permit the use of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity other than a state or local government, unless such use is solely as a member of the general public, or

(ii) not directly or indirectly impose or accept any charge or other payment for use of Gross Proceeds of such Tax-Exempt Bond or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of the Refunded Obligations or notes or bonds refunded by the Refunded Obligations) other than taxes of general application and interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(c) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of such Tax-Exempt Bond to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, Gross Proceeds are considered to be “loaned” to a person or entity if (1) property acquired, constructed or improved with Gross Proceeds (including property financed with Gross Proceeds of the Refunded Obligations or notes or bonds refunded by the Refunded Obligations) is sold or leased to such person or entity in a

transaction which creates a debt for federal income tax purposes, (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement, or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or such property are otherwise transferred in a transaction which is the economic equivalent of a loan.

(d) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the final stated maturity or final payment of such Tax-Exempt Bond, directly or indirectly invest Gross Proceeds of such Tax-Exempt Bond in any Investment (or use such Gross Proceeds to replace money so invested), if as a result of such investment the Yield of all Investments allocated to such Gross Proceeds whether then held or previously disposed of, exceeds the Yield on the Tax-Exempt Bonds.

(e) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Tax-Exempt Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(f) Information Report. The City shall timely file with the Secretary of the Treasury the information required by Section 149(e) of the Code with respect to the Tax-Exempt Bonds on such forms and in such place as such Secretary may prescribe.

(g) Payment of Rebate Amount. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder, the City shall:

(i) account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of such accounting for at least six years after the final Computation Date. The City may, however, to the extent permitted by law, commingle Gross Proceeds of the Tax-Exempt Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of such Gross Proceeds and the obligations acquired therewith,

(ii) calculate the Rebate Amount with respect to the Tax-Exempt Bonds not less frequently than each Computation Date, in accordance with rules set forth in Section 148(f) of the Code, Section 1.148-3 of the Regulations, and the rulings thereunder. The City shall maintain a copy of such calculations for at least six years after the final Computation Date,

(iii) as additional consideration for the purchase of the Tax-Exempt Bonds by the initial purchaser thereof and the loan of the money represented thereby, and in order to induce such purchase by measures designed to ensure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, pay to the United States the amount described in paragraph (ii) above at the times, in the installments, to the place, in the manner and accompanied by such forms or other

information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and

(iv) exercise reasonable diligence to assure that no errors are made in the calculations required by paragraph (ii) and, if such error is made, to discover and promptly to correct such error within a reasonable amount of time thereafter, including payment to the United States of any interest and any penalty required by the Regulations.

(h) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Tax-Exempt Bonds, not been relevant to either party.

(i) Not Hedge Bonds. The City did not invest more than 50 percent of the Proceeds of any series of the Refunded Obligations (or, if applicable, the obligations refunded by the Refunded Obligations (the "Original Bonds")) in Nonpurpose Investments having a guaranteed yield for four years or more. On the Issue Date of the Refunded Obligations, or, if applicable, the Original Bonds, the City reasonably expected that at least 85 percent of the Net Sale Proceeds of each series of the Refunded Obligations, or, if applicable, the Original Bonds, would be used to carry out the governmental purpose of such series within three years after the Issue Date of such series.

ARTICLE X DEFAULT AND REMEDIES

Section 10.01 Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, which default materially and adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Owner to the City.

Section 10.02 Remedies for Default.

(a) Upon the happening of any Event of Default, then any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific

performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Bonds then outstanding.

Section 10.03 Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XI
DISCHARGE

Section 11.01 Discharge.

The Bonds may be defeased, discharged or refunded in any manner permitted by applicable law.

ARTICLE XII
CONTINUING DISCLOSURE UNDERTAKING

Section 12.01 Annual Reports.

(a) The City shall provide annually to the MSRB, (1) within six (6) months after the end of each fiscal year of the City, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 7.01 of this Ordinance, being information of the type described in Exhibit A hereto, including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit A, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such financial statements becomes available.

(b) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 12.02 Event Notices.

(a) The City shall notify the MSRB, in a timely manner (not in excess of ten (10) business days after the occurrence of an event), of any of the following events with respect to the Bonds:

- (i) principal and interest payment delinquencies;
- (ii) nonpayment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Tax-Exempt Bonds, or other material events affecting the tax status of the Tax-Exempt Bonds;
- (vii) modifications to rights of Owners, if material;
- (viii) redemption calls, if material, and tender offers;
- (ix) defeasances;
- (x) release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) rating changes;
- (xii) bankruptcy, insolvency, receivership or similar event of the City;
- (xiii) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the

ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(xiv) appointment of a successor Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material.

(b) As used in clause (xii) above, the phrase “bankruptcy, insolvency, receivership or similar event” means the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court of governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if jurisdiction has been assumed by leaving the City Council and official or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(c) The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 12.01 of this Ordinance by the time required by such Section.

Section 12.03 Identifying Information.

All documents provided to the MSRB pursuant to this Article shall be provided in an electronic format and be accompanied by identifying information as prescribed by the MSRB.

Section 12.04 Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any Bond calls and any defeasances that cause the City to be no longer an “obligated person.”

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY

THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (B) an entity or individual person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.01 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in type of financial information or operating data so provided.

ARTICLE XIII AMENDMENTS; ATTORNEY GENERAL MODIFICATION

Section 13.01 Amendments.

This Ordinance shall constitute a contract with the Owners, be binding on the City, and shall not be amended or repealed by the City so long as any Bond remains outstanding except as permitted in this Section. The City may, without consent of or notice to any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of the Owners of the Bonds holding a majority in aggregate principal amount of the Bonds then outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Owners of outstanding Bonds, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, or interest on the Bonds, (ii) give any preference to any

Bond over any other Bond, or (iii) reduce the aggregate principal amount of Bonds required to be held by Owners for consent to any such amendment, addition, or rescission.

Section 13.02 Attorney General Modification.

In order to obtain the approval of the Bonds by the Attorney General of the State of Texas, any provision of this Ordinance may be modified, altered or amended after the date of its adoption if required by the Attorney General in connection with the Attorney General's examination as to the legality of the Bonds and approval thereof in accordance with the applicable law. Such changes, if any, shall be provided to the City Secretary and the City Secretary shall insert such changes into this Ordinance as if approved on the date hereof.

ARTICLE XIV
REDEMPTION OF REFUNDED OBLIGATIONS; APPROVAL OF ESCROW AGREEMENT;
PURCHASE OF ESCROWED SECURITIES

Section 14.01 Redemption of Refunded Obligations.

(a) The City hereby calls the Refunded Obligations for redemption prior to maturity on the dates and at the prices set forth in the Pricing Certificate.

(b) The Authorized Officer is hereby authorized and directed to cause a copy of this Ordinance to be delivered to each paying agent/registrant for the Refunded Obligations, together with the Pricing Certificate therefor, the delivery of which shall constitute notice of redemption and notice of defeasance to such paying agent/registrant.

Section 14.02 Escrow Securities.

The Mayor and the Authorized Officer, either or both, are hereby authorized to make necessary arrangements for the purchase of the Escrow Securities referenced in the Escrow Agreement, as may be necessary for the Escrow Fund and the application for the acquisition of the Escrow Securities is hereby approved and ratified. Following the deposits to the Escrow Fund as specified herein and in the Pricing Certificate, the Refunded Obligations shall be payable solely from and secured by such deposits.

Section 14.03 Arrangements for Defeasance of Refunded Obligations.

The Authorized Officer may execute and deliver escrow agreements, deposit agreements or similar agreements (each an "Escrow Agreement"), letters of instructions or any other instruments relating to the safekeeping, investment, administration and disposition of moneys deposited to effect the defeasance of the Refunded Obligations in such form and subject to such terms and conditions as the Authorized Officer determines may be necessary or convenient to carry out the intent and purpose of this Ordinance.

Section 14.04 Notice of Redemption.

Each paying agent/registrar for the Refunded Obligations is hereby authorized and directed to give notice of redemption and deposit with respect to the Refunded Obligations as required under the ordinance pursuant to which the Refunded Obligations were issued.

ARTICLE XV
EFFECTIVE IMMEDIATELY

Section 15.01 Effective Immediately.

Notwithstanding the provisions of the City Charter, this Ordinance shall become effective immediately upon its adoption at this meeting pursuant to Section 1201.028, Texas Government Code.

[Signature Page Follows.]

PRESENTED, FINALLY PASSED AND APPROVED, AND EFFECTIVE on the 26th day of March, 2015, at a regular meeting of the City Council of the City of Lubbock, Texas.

GLEN C. ROBERTSON, Mayor

ATTEST:


REBECCA GARZA, City Secretary

[SEAL]

APPROVED AS TO CONTENT:

By: 
PAMELA MOON, Executive Director of Finance

APPROVED AS TO FORM:

By: 
JERRY V. KYLE, JR., Bond Counsel

Signature Page for Ordinance

HOU:3531478.1

SCHEDULE I

REFUNDED OBLIGATION CANDIDATES

All outstanding maturities of the following obligations of the City:

- General Obligation Refunding Bonds, Series 2005
- Tax and Waterworks System Surplus Revenue Refunding Bonds, Series 2005
- General Obligation Refunding Bonds, Series 2006
- Tax and Waterworks System Surplus Revenue Certificates of Obligation, Series 2007A
- Tax and Waterworks System Surplus Revenue Certificates of Obligation, Series 2007
- General Obligation Refunding Bonds, Series 2007
- Tax and Wastewater System Surplus Revenue Certificates of Obligation, Series 2008
- Tax and Waterworks System Surplus Revenue Certificates of Obligation, Series 2008
- Tax and Waterworks System Surplus Revenue Certificates of Obligation, Taxable Series 2008
- General Obligation Bonds, Series 2008

EXHIBIT A

DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION

The following information is referred to in Article XII of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or other headings of the Official Statement referred to) below:

1. The portions of the financial statements of the City appended to the Official Statement as APPENDIX B, but for the most recently concluded fiscal year.

2. Statistical and financial data set forth in the Official Statement in “APPENDIX A - FINANCIAL INFORMATION REGARDING THE CITY” (Tables 1-5 and 7-17).

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in Paragraph 1 above.

EXHIBIT B

SALE PARAMETERS

In accordance with Section 7.01(a) of the Ordinance, the following conditions with respect to the Bonds must be satisfied in order for the Authorized Officer to act on behalf of the City in selling and delivering any series of Bonds to the Underwriters:

(a) the price to be paid for the Bonds of each series shall not be less than 90% of the aggregate principal amount of such Bonds;

(b) the Bonds shall not bear interest at a rate greater than the maximum rate allowed by Chapter 1204, Texas Government Code, as amended;

(c) the aggregate principal amount of the Bonds of each series shall produce proceeds in an amount sufficient to fund the purposes of such series described in Section 3.01 and such aggregate principal amount (when combined with the aggregate principal amount of other series issued pursuant to the Ordinance) shall not exceed the maximum amount authorized in Section 3.01;

(d) the refunding of the Refunded Obligations by a series of bonds shall result in positive gross debt service savings and net present value savings of at least five percent (5%);

(e) the maximum maturity for the Bonds shall not exceed twenty-one (21) years from the date of their delivery; and

(f) the Bonds to be issued, prior to delivery, must have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long term obligations.

EXHIBIT C

FORM OF THE BONDS

The form of the Bond, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Bonds, shall be generally as follows, provided, however, that the substantially final form of the Bonds shall be set forth in or attached to the Pricing Certificate and shall incorporate and reflect the final terms of the Bonds set forth in the Pricing Certificate:

(a) Form of Bonds.

REGISTERED
No. _____

REGISTERED
\$ _____

United States of America
State of Texas
County of Lubbock
CITY OF LUBBOCK, TEXAS
GENERAL OBLIGATION REFUNDING BOND
[TAXABLE] SERIES 2015

INTEREST RATE: MATURITY DATE: BOND DATE: CUSIP NUMBER:
1 _____% _____, _____, _____

The City of Lubbock (the "City"), in the County of Lubbock, State of Texas, for value received, hereby promises to pay to

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the Bond Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months, such interest to be paid semiannually on February 15 and August 15 of each year, commencing _____.² All

¹ Information to be inserted from Pricing Certificate.
² Information to be inserted from Pricing Certificate.

capitalized terms used herein but not defined shall have the meaning assigned to them in the Ordinance (defined below).

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in Dallas, Texas (the “Designated Payment/Transfer Office”) of _____, as Paying Agent/Registrar or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office thereof. Interest on this Bond is payable by check dated as of the interest payment date, and will be mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the registered owner; provided, however, such registered owner shall bear all risk and expense of such other banking arrangement. At the option of an Owner of at least \$1,000,000 principal amount of the Bonds, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the “Record Date,” which shall be the last business day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled payment date and for 30 days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the “Special Payment Date,” which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by first-class United States mail, postage prepaid, to the address of each owner of a Bond appearing in the registration books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

This Bond is one of a series of fully registered bonds specified in the title hereof issued in the aggregate principal amount of \$ _____³ (herein referred to as the “Bonds”), issued pursuant to a certain ordinance of the City (the “Ordinance”) for the purposes of providing funds with which to refund certain outstanding obligations of the City, and to pay the costs of issuing the Bonds.

[The City has reserved the option to redeem the Bonds maturing on or after February 15, 20__ before their respective scheduled maturities in whole or in part in integral multiples of

³ Information to be inserted from Pricing Certificate.

\$5,000 on _____, 20__, or on any date thereafter, at a redemption price of par, plus accrued interest to the date fixed for redemption. If less than all of the Bonds are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot or other customary method that results in a random selection of the Bonds, or portions thereof, within such maturity or maturities and in such principal amounts, for redemption.]⁴

[Bonds maturing on February 15 in each of the years ____ through ____, inclusive (the “Term Bonds”), are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the City, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

Term Bonds Maturing February 15, 20_____

<u>Redemption Date</u>	<u>Principal Amount</u>
------------------------	-------------------------

The Paying Agent/Registrar will select by lot or by any other customary method that results in a random selection the specific Term Bonds (or with respect to Term Bonds having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.⁵

Notice of such redemption or redemptions shall be given by first class mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the registered owner of each of the Bonds to be redeemed in whole or in part. In the Ordinance, the City reserves the right in the case of an optional redemption to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited

⁴ Insert optional redemption provisions, if any, and revise as necessary to conform to the Pricing Certificate.

⁵ Insert mandatory sinking fund redemption provisions, if any, and revise as necessary to conform to the Pricing Certificate.

or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain outstanding, and the rescission shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.]⁶

As provided in the Ordinance, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within forty five (45) calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that ad valorem taxes upon all taxable property in the City have been levied for and pledged to the payment of the debt service requirements of the Bonds, within the limit prescribed by law; and that the total indebtedness of the City, including the Bonds, does not exceed any constitutional or statutory limitation.

⁶ Insert mandatory sinking fund redemption provisions, if any, and conform as necessary to the Pricing Certificate.

IN WITNESS WHEREOF, the City has caused this Bond to be executed by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed or placed in facsimile on this Bond.

Mayor, City of Lubbock, Texas

City Secretary,
City of Lubbock, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Bonds if such certificate on the Initial Bond is fully executed.

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
OF THE STATE OF TEXAS §

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Bond has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation of the City of Lubbock, Texas, and that this Bond has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _____.

[SEAL]

Comptroller of Public Accounts
of the State of Texas

(c) Form of Certificate of Paying Agent/Registrar. The following Certificate of Paying Agent/Registrar may be deleted from the Initial Bond if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Bond of this series of Bonds was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Bonds referred to in the within mentioned Ordinance.

_____,
as Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee): _____

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) The Initial Bond shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below"; and

(ii) in the first paragraph of the Bond, the words “on the Maturity Date specified above” shall be deleted and the following will be inserted: “on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates in accordance with the following schedule:

<u>Years</u>	<u>Principal Installments</u>	<u>Interest Rate</u>
--------------	-------------------------------	----------------------

(Information to be inserted from the Pricing Certificate pursuant to Section 3.02 of this Ordinance)



Regular City Council Meeting

6. 10.

Meeting Date: 03/26/2015

Information

Agenda Item

Resolution – Human Resources: Consider a resolution authorizing the Mayor to execute a contract 12219 Slavin Management Consultants, for City Manager executive search firm services, RFP 15-12219-MA.

Item Summary

The City Council instructed staff to publish a Request for Proposals (RFP) seeking interested firms to perform executive search services in regard to the selection and recruitment of a qualified individual for the position of City Manager.

Interested firms were asked to demonstrate to the City the qualifications, competence, and capability to identify, screen, and recruit candidates for the City Manager position. The selected firm is to utilize their experience and knowledge of executive searches to translate the City's needs in to a detailed recruiting profile of the position and environment, then to encompass a nationwide search.

Proposers were asked to provide fees based on a turnkey basis plus travel and expenses not to exceed and based on hourly or component fees and travel and expenses not to exceed.

The RFP committee evaluated and ranked the written proposals based on the following criteria:

1. A statement of qualifications, history, and experience of the firm to include identification of all key personnel who will be assigned to the project and the specific role of each individual. (25%)
2. An explanation of the proposer's objectives and approach to the candidate search including an outline of the process and methodology to be utilized, along with a timeline by which the process will occur. (25%)
3. A list of client references, specifically from executive searches for the position of City Manager or City Administrator. (25%)
4. The cost of associated fees and expenses for the project, including but not limited to rates and estimated hours. (25%)

The following submitted proposals:

1. Slavin Management Consultants, Mesa AZ – 1,300
2. Waters & Company Executive Recruitment, a Springsted Company, St Paul, MN – 1,200
3. The Novak Consulting Group, Cincinnati, OH – 1,000

Slavin Management Consultants responded that assignments of this type normally take 90 days. The turn key or component cost is \$16,005 plus travel and expense not to exceed \$9,603. Slavin Management guarantees its work and will redo the search if the position is vacated for any reason within two years of the employment date of their recommended candidate. The guarantee is only applicable to a turnkey assignment.

Waters & Company Executive Recruitment, a Springsted Company responded with a proposed 90-day assignment. The turnkey or component cost is \$24,500 with travel and expenses included. Waters & Company guarantees if the City is unable to make a selection from the initial group of finalists, they will work to identify a supplemental group until a candidate is hired and further that the executive recruitment is guaranteed for 24 months against termination

or resignation and should such occur, the recruitment will be repeated at no cost. Both guarantees are for fees only and do not include travel and expenses.

The Novak Consulting Group responded with the same 90-day timeline. The Novak Consulting Group proposed a turnkey and component fee of \$18,970 with travel and expenses not to exceed \$4,080 and advertising not to exceed \$1,500. The Novak Consulting Group did not offer a guarantee of their recruitment.

Based on the committee's recommendation, it is recommended that the City contract with Slavin Management Consultants to conduct an executive search for City Manager at a turnkey cost of \$16,005 plus travel and expenses not to exceed \$9,603.

Fiscal Impact

The total maximum cost of \$25,608 was appropriated in the FY 2014-15 Operating Budget.

Staff/Board Recommending

Quincy White, Deputy City Manager

Attachments

Resolution & Contract - Slavin Mgmt Consultants

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 Professional Services Contract to provide a City Manager Executive Search Consultant Services, by and between the City of Lubbock and Slavin Management Consultants, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

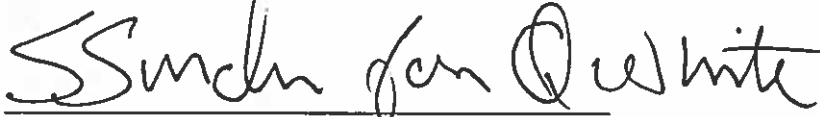
Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

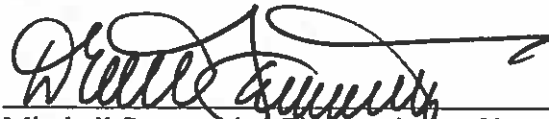
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Quincy White, Deputy City Manager

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

RES.Prof Serv Contract-Slavin Management Consultants Services
3.16.15

CITY OF LUBBOCK, TX
Slavin Management Consultants
Master Agreement

This Service Agreement (this "Agreement") is entered into as of the ____ day of _____ 2015, ("Effective Date") by and between Slavin Management Consultants, (the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals RFP 15-12219-MA for , Executive Search Firm for City Manager.

WHEREAS, the proposal submitted by the Contractor has been selected as the proposal which best meets the needs of the City for this service; and

WHEREAS, Contractor desires to perform as an independent contractor to provide a City Manager Executive Search , upon terms and conditions maintained in this Agreement; and

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the City and Contractor agree as follows:

City and Contractor acknowledge the Agreement consists of the following exhibits which are attached hereto and incorporated herein by reference, listed in their order of priority in the event of inconsistent or contradictory provisions:

1. This Agreement
2. Exhibit A – General Requirements
3. Exhibit B – Proposal and Best and Final Offer

Scope of Work

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

Article 1 Services

- 1.1 Contractor agrees to perform services for the City that are specified under the General Requirements set forth in Exhibit A. The City agrees to pay the amounts stated in Exhibit B, to Contractor for performing services.
- 1.2 Contractor shall use its commercially reasonable efforts to render Services under this Agreement in a professional and business-like manner and in accordance with the standards and practices recognized in the industry.

Nonappropriation clause. All funds for payment by the City under this Agreement 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 Agreement, the City will terminate the Agreement, 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 Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the date of termination.

Article 2 Miscellaneous.

- 2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.
- 2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.
- 2.3 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.
- 2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.
- 2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.
- 2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.
- 2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.
- 2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within thirty (30) days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.
- 2.9 At any time during the term of the contract, or 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.

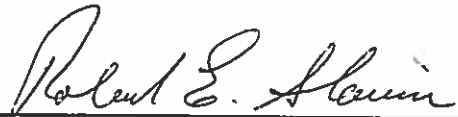
2.10 The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising 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.

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

CITY OF LUBBOCK, TX:

CONTRACTOR:

Glen C. Robertson, Mayor



Robert Slavin

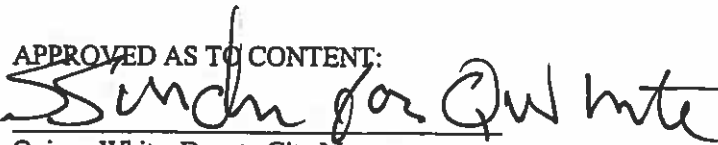
Slavin Management Consultants

ATTEST:

President

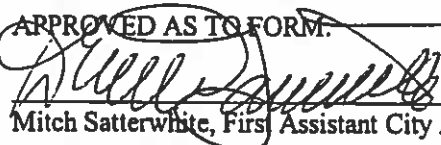
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Quincy White, Deputy City Manager

APPROVED AS TO FORM:



Mitch Satterwhite, First Assistant City Attorney

GENERAL REQUIREMENTS

3 SCOPE OF WORK (INCLUDE SOW FROM RFP)

CONTRACT TERMS AND CONDITIONS

It is understood that any resulting contract executed will contain the following Indemnification and Release language:

a) Indemnification

It is further agreed that the Contractor (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

b) Release

The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

c) 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.

d) Contract Term

The contract shall be for a term of two (2) years, said date of term beginning upon formal approval. The contract may be renewed for an additional two (2) year term under the same terms and conditions upon written agreement from both parties.

Exhibit "A"

II. GENERAL REQUIREMENTS

1 INTRODUCTION

Lubbock's highly skilled and educated workforce, proximity and connection to major national and international markets, and affordable utility and living costs make it the ideal place to grow your business. Known as the "Hub City" of West Texas, our diverse economy is based on manufacturing, agriculture, wholesale and retail trade services, as well as government, education and health care.

As the 11th largest city in Texas, Lubbock boasts a regional population base of more than 287,000 people. Lubbock's size affords businesses access to dedicated community leaders and personalized service, while providing you with a pipeline of personnel to fill your workforce needs. Home to Texas Tech University, Texas Tech University Health Sciences Center and a fast-growing community college, Lubbock County boasts more than 50,000 college students. Lubbock is the only city in the nation with a comprehensive university, a health sciences center, an agriculture college and a law school in one location, making Texas Tech University the second largest contiguous university campus in the United States.

Lubbock offers an annual average of 263 days of sunshine with average annual snowfall of 10.3 inches and average annual precipitation of 18 inches. The average January temperature is 39.2 °F and the average July temperature is 80.1 °F

2 INTENT

- a) The City of Lubbock (hereinafter called "City") is seeking proposals from interested firms and individuals, (hereinafter called "Proposer") to perform executive search services in regard to the selection and recruitment of a qualified individual for the position of City Manager.
- b) Offerors are invited to submit demonstrated competence and qualifications of their firm for providing these services.
- c) The information contained within this document is intended to provide interested firms with the requirements and criteria that will be used to make the selection.

3 PURPOSE OF THE PROJECT

The City requires a candidate search for the position of City Manager. The purpose of the proposal is to demonstrate to the City the qualifications, competence, and capability of the proposer. The City of Lubbock seeks, through this RFP, a firm to identify, screen, and recruit candidates for the City Manager position. The firm is to utilize their experience and

knowledge of executive searches to translate the City's needs into a detailed recruiting profile of the position and environment, then to encompass a nationwide search

4 SCOPE OF WORK

Assist the Mayor and member of the City Council with developing a candidate profile; advertise the position; directly solicit candidates; review initial candidates with the Mayor and City Council members; present a written report on background, strengths, and accomplishments; provide reference lists on each recommended finalist; facilitate final interview process with some suggested interview questions; coordinate all correspondence, travel arrangements, and recordkeeping; and conduct detailed background and professional reference checks on recommended finalists, if requested.

Three to five competent candidates should be provided for evaluation by the Mayor and members of the City Council. A written biography and evaluation of each candidate will be provided by the search firm.

5 EXPERIENCE REQUIREMENTS

Proposers are encouraged to provide the number of City Manager/Administrator placements the firm has successfully completed in similar sized municipalities including demonstration of the proposer's experience with seeking a diversity of applicants, including female and minority candidates.

6 EVALUATION CRITERIA

Interested proposers must submit the following information for review by an evaluation committee. This information will be evaluated according to the stated criteria to determine the proposer to be awarded a contract to conduct a search for a City Manager for the City of Lubbock.

- a) A statement of qualifications, history and experience of the firm to include identification of all key personnel who will be assigned to the project and the specific role of each individual. (25%)
- b) An explanation of the proposer's objectives and approach to the candidate search including an outline of the process and methodology to be utilized, along with a timeline by which the process will occur. (25%)
- c) A list of client references, specifically from executive searches for the position of City Manager or City Administrator. (25%)
- d) The cost of associated fees and expenses for the project, including but not limited to rates and estimated hours. (25%)

The committee will review the proposals and will recommend one firm to the City Council. The City Council will have final authority to award the contract.

7 PROPOSAL FORMAT

- a) Proposals should provide a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on

completeness, clarity of content, and conveyance of the information requested by the City.

- b) The proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
- c) If the proposal includes any comment over and above the specific information requested in the RFP, it is to be included as a separate appendix to the proposal.
- d) The proposal must be organized into the following response item sections and submitted in an indexed binder.
 - i) Cover letter addressed to the Honorable Mayor and City Council that states the Offeror's understanding of the services to be provided. Include any additional information believed necessary that is not requested elsewhere in the RFP.
 - ii) A description of the methodology to be used to complete the project to include, but not be limited to, how recommendations will be formulated and commitment of adequate appropriate resources to the project.
 - iii) Offeror's specific expertise in areas pertinent to the project to include a listing and brief description of similar projects completed (with the dates of completion) or in progress and a list of references by name, address, and telephone number for each project listed. This list of projects in progress shall include the phase of work that each project is currently in (i.e. design, bid, construction), and the estimated completion date.
 - iv) A brochure of past work, with emphasis on comparable projects.
 - v) List of principal(s) of the Proposer and amount of time that principal(s) will be involved in the project.
 - vi) List of other professionals to be used, if applicable, with a record of experience in projects of this nature. Identification of principal(s) and percentage of time the principal(s) will be involved in the project.
 - vii) The organizational structure of the employees who will be assigned to this project along with resumes of those individuals. If a joint venture is expected, then provide the organizational structure of the sub-contractor and resumes of those persons who will be involved in the project.
 - viii) The Proposer must assure the City that he/she will to the best of his/her knowledge, information and belief, be cognizant of, comply with, and enforce, where applicable and to the extent required, all applicable federal or state statutes and local ordinances including, but not limited to the Davis-Bacon Federal minimum wage requirements.

- ix) Describe the Offeror's methodology for handling errors and omissions.
- x) Disclosure of any obligations posing a potential conflict of interest, including service on City boards and/or commissions and any current contracts with the City of Lubbock. This would apply to the Proposer as well as consultants subcontracted by the Proposer.
- xi) Any material which the proponent wishes to submit and which is not specifically requested in the above categories.
- xii) Offerors are strongly encouraged to explore and implement methods for the utilization of local resources, and to outline how they would address outreach issues in their proposal. It is also the desire of the City that the City of Lubbock program serve, as much as practicable, to stimulate growth in all sectors of the local business community. Describe how your firm would facilitate this process, and provide any relevant information about similar efforts on previous projects.

[title]

CITY OF LUBBOCK, TEXAS

RFP [number]

III. INSURANCE

SECTION A. Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. **THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.**

INSURANCE COVERAGE REQUIRED

SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

SECTION C. Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

<u>TYPE</u>	<u>AMOUNT</u>
1. Worker's Compensation	Statutory
or	
Occupational Accident (Non Subscriber)	\$1,000,000/person and \$3,000,000 Aggregate
AND	
Employers Liability	\$500,000
2. Commercial General (public) Liability insurance including coverage for the following:	
a. Premises operations	Combined single limit for bodily injury and property damage of \$500,000 per occurrence or its equivalent.
b. Independent contractors	
c. Products/completed operations	
d. Personal injury	
e. Advertising injury	
f. Contractual liability	
g. Medical payments	
3. Comprehensive Automobile Liability insurance	Combined single limit of \$500,000 including bodily injury and property or its equivalent.
a. Owned/leased vehicles	
b. Non-owned vehicles	
c. Hired vehicles	

The City of Lubbock shall be named a primary additional insured with a waiver of subrogation in favor of the City on all coverage's. All copies of the Certificates of Insurance shall reference the RFP or proposal number for which the insurance is being supplied.

ADDITIONAL POLICY ENDORSEMENTS

The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

- a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;
- b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;
- c. Provide for notice to the City at the address shown below by registered mail;
- d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;
- e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

NOTICES

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE

All notices shall be given to the City at the following address:

Marta Alvarez, Director of Purchasing and Contract Management
City of Lubbock
1625 13th Street, Room 204
Lubbock, Texas 79401

SECTION D. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

EXHIBIT B

CITY OF LUBBOCK, TEXAS

Response to Request for Proposal #15-12219-MA

RE: City Manager Recruitment

*Prepared by Paul Wenbert, Western Regional Manager,
Slavin Management Consultants, February 3, 2015*



7828 E. Red Hawk Circle, Mesa, Arizona 85207

480-664-2676

pwconsulting@cox.net

www.slavinmanagementconsultants.com

TABLE OF CONTENTS

SECTION I. COVER LETTER

SECTION II. WORK PLAN/METHODOLOGY 1

SECTION III/IV.SMC EXPERTISE/REFERENCES 4

SMC Staff Assigned to this Project 4

SMC's Results-Oriented Process..... 4

City/County Managers Searches Conducted 7

References 8

SECTION V. ORGANIZATIONAL STRUCTURE..... 11

APPENDIX

About Project StaffA-1

Minority and Female Placements B-1

Project Schedule/Cost..... C-1

Sample Recruitment ProfileD-1

Guarantees E-1

Sample Reports..... F-1

SECTION I—COVER LETTER



February 3, 2015

Marta Alvarez, Director of Purchasing and Contract Management
City of Lubbock
1625 13th Street, Room 204
Lubbock, Texas 79401

Honorable Mayor and City Council:

Slavin Management Consultants is pleased to submit this proposal to conduct the executive search for Lubbock's next City Manager at a cost of \$16,005 plus expenses.

Slavin Management Consultants (SMC) operates a national practice from its home office near Atlanta, Georgia, and also has consultants in California, Arizona, Texas, Ohio, Michigan, Connecticut, and Florida. With its extensive national network, SMC is confident in its ability to secure a group of outstanding candidates from throughout the nation that would be a good fit for the City.

Mr. Bob Slavin will serve as project manager and co-primary consultant on this assignment. Having conducted or assisted in the conduct of more than 850 executive recruitments including more than 250 city manager searches throughout the United States, Mr. Slavin is among the most experienced local government management recruiters in the country.

Mr. Paul Wenbert will serve as co-primary consultant. After a 30-year career in city management including nearly 13 years as a city manager, Mr. Wenbert joined SMC in 2007 as its Western Regional Manager. He has conducted or assisted in the conduct of 50 searches for jurisdictions as small as Carlisle, Iowa, (3,900 population) to as large as Phoenix, Arizona, (1.5 million population).


SMC assures the City it will comply with and enforce where applicable and to the extent required all applicable federal or state statutes and local ordinances including but not limited to the Davis-Bacon Federal minimum wage requirements to the best of its knowledge, information, and belief. Also SMC does not have any obligations posing a potential conflict of interest including service on City boards and/or commissions and any current contracts with the City of Lubbock.

Thank you for the opportunity to submit this proposal. Please contact Mr. Wenbert at 480-664-2676 if you have any questions about this proposal.

Sincerely,



Paul Wenbert
Western Regional Manager


SUBMIT TO: CITY OF LUBBOCK Purchasing & Contract Management 1625 13 th Street, Rm 204 Lubbock, Tx 79401-3830	 AN EQUAL OPPORTUNITY EMPLOYER	CITY OF LUBBOCK, TX REQUEST FOR PROPOSAL 15-12219-MA
CONTACT PERSON: Marta Alvarez		
TEL: 806.775.2171 FAX: 806.775.2164 http://purchasing.ci.lubbock.tx.us		
TITLE: Executive Search Firm for City Manager		SUBMITTAL DEADLINE: February 18, 2015, at 2:00 p.m. CST
PRE PROPOSAL MEETING DATE, TIME AND LOCATION: February 10, 2015, at 10:00 a.m. in the CCCR Conference Room at City Hall, 1625 13 th Street, Lubbock, Texas.		<i>Any proposals received after the time and date listed above, regardless of the mode of delivery, shall be returned unopened.</i>
RESPONDENT NAME: Slavin Management Consultants	IF RETURNING AS A "NO RESPONSE", PLEASE STATE REASON. THE CITY OF LUBBOCK RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL PROPOSALS IN WHOLE OR IN PART AND WAIVE ANY INFORMALITY IN THE COMPETITIVE PROPOSAL PROCESS. FURTHER, THE CITY RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN THE BEST INTEREST OF THE CITY. IT IS THE INTENT AND PURPOSE OF THE CITY OF LUBBOCK THAT THIS REQUEST PERMITS COMPETITIVE PROPOSALS. IT IS THE OFFEROR'S RESPONSIBILITY TO ADVISE THE CITY OF LUBBOCK DIRECTOR OF PURCHASING AND CONTRACT MANAGEMENT IF ANY LANGUAGE, REQUIREMENTS, ETC, OR ANY COMBINATIONS THEREOF, INADVERTENTLY RESTRICTS OR LIMITS THE REQUIREMENTS STATED IN THIS RFP TO A SINGLE SOURCE SUCH NOTIFICATION MUST BE SUBMITTED IN WRITING AND MUST BE RECEIVED BY THE DIRECTOR OF PURCHASING AND CONTRACT MANAGEMENT NO LATER THAN FIVE (5) BUSINESS DAYS PRIOR TO THE ABOVE SUBMITTAL DEADLINE.	
MAILING ADDRESS: 7828 E. Red Hawk Circle		
CITY - STATE - ZIP: Mesa, AZ 85207		
TELEPHONE NO.: 480-664-2676		
FAX NO.: 770-416-0848		
E-MAIL: pwconsulting@cox.net		
FEDERAL TAX ID NO. OR SOCIAL SECURITY NO. 20-8948362		

THE OFFEROR HEREBY ACKNOWLEDGES RECEIPT OF AND AGREES ITS PROPOSAL IS BASED ON ANY ADDENDA POSTED ON BIDSYN.COM

The City of Lubbock Charter states that no officer or employee of the City can benefit from any contract, job, work or service for the municipality or be interested in the sale to the City of any supplies, equipment, material or articles purchased. Will any officer or employee of the City, or member of their immediate family, benefit from the award of this proposal to the above firm? YES X NO

IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED OFFEROR HAVING EXAMINED THE REQUEST FOR PROPOSAL, AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, HEREBY SUBMITS THE FOLLOWING AN INDIVIDUAL AUTHORIZED TO BIND THE COMPANY MUST SIGN THE FOLLOWING SECTION. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION.

By my signature I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the City of Lubbock all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Texas for price fixing relating to the particular commodity(s) or service (s) purchased or acquired by the City of Lubbock. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the vendor.



 Authorized Signature

Western Regional Manager

 Title

Paul Wenbert

 Print/Type Name

February 3, 2015

 Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

SECTION II—WORK PLAN/METHODOLOGY

SMC will use a proven and comprehensive seven-step work plan to complete this project as follows:

1. Develop recruitment profile;
2. Recruit qualified candidates;
3. Submit written progress report on semi-finalists to client;
4. Conduct background investigations/site visits on finalists;
5. Assist client in interview and selection process;
6. Facilitate employment of selected candidate; and
7. Conduct follow-up with client after candidate has been employed.

Each step of this work plan is described below.

1. Develop recruitment profile

SMC will meet with the Mayor and City Council Members and Department Directors to learn about the City's needs and culture. Also, SMC will provide options for additional external and internal stakeholder involvement. Finally, SMC would appreciate receiving a guided tour of the community. These meetings and tour as well as independent research conducted by SMC about the community and position will help SMC determine the unique challenges to be managed by Lubbock's next City Manager. This will allow SMC to accurately describe the desired professional and personal attributes top candidates should possess.

Once SMC has gained sufficient information, it will prepare a draft recruitment profile and review it with the Mayor and City Council to obtain their approval. The profile will include information about the Lubbock community, City government, issues and opportunities to be managed by the next City Manager, and the job requirements and selection criteria.

2. Recruit qualified candidates

SMC will utilize the following resources to conduct a national recruitment for qualified candidates that meet the job specifications and selection criteria for the position:

- SMC's database of candidates;
- SMC's professional local government management network;
- Advertisements in national professional print publications and websites and regional publications as appropriate; and

-
- Sending the recruitment profile to persons who have the requisite experience for the position.

3. Submit written progress report on semi-finalists

SMC will submit a written progress report on the semi-finalists and meet with the client to discuss this report. Typically 10-15 semi-finalists are included in the progress report.

The progress report will summarize each semi-finalists' experience and education. The report will also include a screening of semi-finalists against the selection criteria and job requirements contained in the recruitment profile. This screening will be based on:

- a review of resumes and cover letters;
- SMC's phone interviews of semi-finalists;
- semi-finalists' responses to a supplemental questionnaire that provides additional information about semi-finalists' management styles, writing skills, and how closely their experience relates to the selection criteria and job requirements in the recruitment profile; and
- SMC's knowledge of semi-finalists' work performance and the quality of the organizations and communities in which they have served.

The progress report will also include the semi-finalists' current salary. At SMC's meeting with the client, the client will select the finalists to interview using SMC's candidate ranking forms if desired. Typically five finalists are interviewed. Appendix F contains an example of the type of information which will be included in the progress report.

4. Conduct background investigations/site visits on finalists

SMC will conduct background investigations and site visits on the finalists. In order to better assess the finalists' management style and interpersonal characteristics, SMC will personally interview each in his or her present work environment while protecting the finalists' confidentiality. SMC will closely examine each finalist's experience, achievements, management style, and interpersonal skills in relation to the recruitment profile's selection criteria.

SMC's background investigations include detailed and extensive reference checks which cover a minimum period of ten years. SMC will interview the references provided by the finalists as well as others who can evaluate the candidate's job performance. The background work also includes investigation to the maximum extent permitted under federal law of finalists':

- criminal and civil court records;

-
- credit history;
 - driving records; and
 - college degrees.

At the client's option, SMC can arrange for assessment centers and/or psychological (or similar) testing of the candidates. These optional items will result in additional cost to the client.

SMC will provide a report to the client about these background checks and site visits.

5. Assist client in interview and selection process

SMC will assist the client in developing the interview process based on SMC's knowledge of best practices and will provide a list of interview questions for the client's consideration. SMC will contact the finalists to inform them of interview schedules and other logistical details, and SMC will be present during the interviews. Finally, SMC will notify all unsuccessful candidates of the final decision reached.

6. Facilitate employment of selected candidate

SMC will provide information about trends in employment, employment agreements, and relocation expenses to the client. SMC will also facilitate negotiation of the selected candidate's compensation package.

7. Conduct follow-up with client after candidate has been employed

SMC will follow-up with the Mayor and the new City Manager six and twelve months after the selected candidate has been employed to evaluate the success of the placement. SMC will assist in any adjustments that may be necessary.

SMC is committed to providing sufficient resources as identified in Appendix C to accomplish this project.

SECTION III/IV—SMC EXPERTISE/REFERENCES

SMC STAFF ASSIGNED TO THIS PROJECT

SMC President Bob Slavin will serve as project manager and co-primary consultant on this assignment. Mr. Slavin is among the most experienced recruiters of local government managers in the nation. He has a strong and proven commitment to providing exceptional recruitment services to public agencies and has received many accolades supporting this work. Mr. Slavin has conducted or assisted in the conduct of more than **850 executive searches** throughout his career including more than 250 city manager searches.

Mr. Paul Wenbert will serve as co-primary consultant on this project. After a 30-year career in city management, Mr. Wenbert joined SMC in 2007 as its Western Regional Manager. He has conducted or assisted in the conduct of 50 searches for jurisdictions as small as Carlisle, Iowa, (3,900 population) to as large as Phoenix, Arizona (1.5 million population). During his city management career, Mr. Wenbert was responsible for management of a \$470 million budget and 1,100 employees as Deputy City Manager for the City of Mesa, Arizona. Also, Mr. Wenbert spent nearly 13 years of his career as a city manager. Mr. Wenbert has an extensive nationwide professional network based on his 30 years of involvement in the International City/County Management Association (ICMA) including serving on the ICMA Board and chairing 3 ICMA Committees.

Additional information about SMC staff assigned to this project is included in Appendix A.

SMC'S RESULTS-ORIENTED PROCESS

SMC uses a critical path search process which allows its clients to focus their attention on the selection process rather than on identifying, recruiting, screening, and evaluating candidates. The best prospects are typically happily employed and do not respond to advertisements. These people need to be found and encouraged to become candidates. They are understandably reluctant to apply for positions when their application could become a matter of public information prior to being assured that the client is interested in their candidacy. SMC has a proven track record of aggressively pursuing these types of "happily employed" candidates to encourage them to submit their applications. SMC's approach to this assignment will reflect the unique qualities of Lubbock, and it will honor the confidentiality of candidates to the extent permitted by Texas law.

SMC would like the City of Lubbock to consider SMC's unique qualities and approach identified below that help to distinguish it from other public sector recruiting firms.

-
- SMC is results-oriented. Once the recruitment profile is approved by the City, SMC will "lock" into the profile's criteria and carefully identify, recruit, and evaluate candidates who meet **the City of Lubbock's criteria**. SMC does not simply bring forward candidates it already knows.
 - SMC is committed to complete client satisfaction. SMC's successful placement-oriented approach will ensure that the project work is practical, realistic, and timely and that it has the full commitment and support of the client so that a successful placement occurs.
 - SMC makes use of resources that go beyond "Google" searches to conduct background checks of potential candidates. **In addition and unique to this industry, SMC visits finalists' work sites prior to client interviews to learn first-hand about candidates' management style and work performance.**
 - SMC's methodologies are state-of-the-art and include advertising in traditional publications, websites, and use of SMC's large resume data base to generate quality applicants.
 - SMC's style is interactive in that it builds a partnership with its clients.
 - SMC uses discount airfares and makes multi-client trips whenever possible to reduce expenses to its clients.
 - SMC are experts in EEO/AA recruitment. Approximately 25 percent of its placements are from protected groups (see Appendix B for partial list).
 - Every search SMC has conducted resulted in a selection from among its recommended group of candidates. SMC's experience includes large and small organizations and chief executives and subordinate-level positions. **More than 95 percent of SMC's placements have remained in their clients' positions for more than five years, and the guarantee (see Appendix E) of redoing the search due to the candidate leaving during the first 2 years of the new position has occurred only twice out of more than 850 searches.** SMC has established this enviable track-record due to its extensive research at the beginning of each assignment about the client and the position to be filled which helps SMC identify candidates that are a good fit for the position. This candidate fit is further verified through extensive background investigations, reference checks, and visits to finalists' work sites. SMC believes the best predictor of future candidate performance is past performance which is why SMC obtains such a substantial amount of information about each finalist.

While SMC is proud of its results-oriented approach of focusing on the practical aspects of filling positions in a timely and cost-effective manner, SMC realizes that process is important as well. For example, Lubbock's City Manager recruitment profile and advertisement will be viewed by thousands of local government professionals throughout the nation. This provides an excellent opportunity for Lubbock to market itself and increase its visibility to opinion-makers throughout the United States. SMC will

produce a quality recruitment profile brochure that markets Lubbock in a positive light (see Appendix D for example of SMC recruitment profile). In addition, the "customer service" approach SMC employs in dealing with prospective candidates will also reflect positively on Lubbock. SMC is as proud of its responsiveness to candidates as it is to its clients.

CITY/COUNTY MANAGER SEARCHES CONDUCTED

SMC has completed more than 250 city and county manager searches throughout the nation. The following are city and county manager searches that SMC has conducted in the last 4 years.

CLIENT	POPULATION	YEAR	SEARCH
Adams, CO	452,000	2013	County Manager
Amberley Village, OH	4,000	2011	Village Manager
Bay City, MI	35,000	2014	City Manager
Bloomfield, CT	20,000	2013	Town Manager
Branson, MO	11,000	2013	City Administrator
Carlisle, IA	4,000	2013	City Administrator
Cass, MI	51,000	2011	County Adm/Controller
Corpus Christi, TX	285,000	2011	City Manager
Dunwoody, GA	46,000	Current	City Manager
Englewood, CO	30,000	2014	City Manager
Fridley, MN	27,000	2013	City Manager
Georgetown, SC	9,000	2013	City Administrator
Greenville, NC	85,000	2012	City Manager
Gulf Shores, AL	10,000	2013	City Administrator
Hardeeville, SC	3,000	2011	City Manager
Klamath Falls, OR	21,000	2012	City Manager
Longmont, CO	87,000	2012	City Manager
Loveland, OH	12,000	2014	City Manager
Myrtle Beach, SC	27,000	2014	City Manager
Newark, DE	31,000	2012	City Manager
Oak Park, IL	52,000	2013	Village Manager
Peoria, IL	183,000	2011	County Administrator
Portage, MI	47,000	2014	City Manager
Powder Springs, GA	14,000	Current	City Manager
Seminole, FL	409,000	2011	County Manager
Snellville, GA	18,000	2012	City Manager
St. Joseph, MO	76,000	2011	City Manager
Tazewell, IL	131,000	2012	County Administrator
Tipp City, OH	10,000	2014	City Manager
Venice, FL	21,500	2012	City Manager
Waukee, IA	14,000	2013	City Administrator
West Des Moines, IA	57,000	2011	City Manager
Worcester, MA	183,000	2014	City Manager
Wyandotte/Kansas City, KS	159,000	2014	County Administrator
Wyoming, OH	8,000	2011	City Manager

REFERENCES

1. Mr. Ron Olson
City Manager
City of Corpus Christi
P.O. Box 9277
Corpus Christi, Texas 78469-9277
361-826-3220
rono@cctexas.com
City Manager search, 285,000 population, 2011
2. Mr. Darin Atteberry
City Manager
City of Fort Collins
PO Box 580
Fort Collins, Colorado 80522-0580
970-221-6507 (phone)
970-224-6107 (fax)
datteberry@fcgov.com
Deputy City Manager/Chief Operating Officer search, 151,000 population, 2014
3. Mr. Bobby King
Chief Human Resources Officer
City of Longmont
Civic Center Complex
350 Kimbark Street
Longmont, Colorado 80501
303-651-8605
bobby.king@ci.longmont.co.us
City Manager search, 87,000 population, 2012
4. Mr. Kin Shuman (former Aurora, Colorado, Human Resources Director)
Director of Human Resources
Elizabeth C-1 School District
303-646-1832
kshuman@esdk12.org
Aurora, Colorado, City Manager search, 314,000 population, 2010
5. Mr. Robert Layton
City Manager
City of Wichita, Kansas
City Hall
455 N. Main

Wichita, Kansas 67202
316-268-4351 (phone)
316-268-4286 (fax)
rlayton@wichita.gov
City Manager search, 360,000 population, 2008

6. Mr. Mark Holland
Mayor/CEO
Unified Government of Wyandotte County/Kansas City, Kansas
City Hall
701 North 7th Street
9th Floor
Kansas City, Kansas 66101
913-573-5010 (phone)
816-573-5020 (fax)
mayorholland@wycokck.org
County Administrator search, 159,000 population, 2014

7. Mayor Bill Bunten
City of Topeka
City Hall
215 SE 7th Street
Topeka, Kansas 66603
785-368-3895 (phone)
785-368-3909 (fax)
bbunten@topeka.org
City Manager search, 124,000 population, 2006

8. Mayor Bill Falkner
City of Saint Joseph, Missouri
816-271-4640
bfalkner@ci.st-joseph.mo.us
City Manager search, 76,000 population, 2011

9. Mayor Matt Hayek
City of Iowa City, Iowa
410 E. Washington Street
Iowa City, Iowa 52240
319-356-5010 (phone)
319-356-5497 (fax)
matt-hayek@iowa-city.org
City Manager search, 65,000 population, 2010

10. Mayor Harold Weinbrecht

Town of Cary

PO Box 8005

Cary, North Carolina 27512-8005

919-469-4011 (phone)

919-460-4910 (fax)

harold.weinbrecht@townofcary.org

Town Manager search, 116,000 population, 2009

11. Mayor Allen Joines

City of Winston-Salem

101 N. Main Street

Winston-Salem, NC 27101

(336) 727-2058

allenj@cityofws.org

City Manager search, 186,000 population, 2006

12. Mayor Allen Thomas

City of Greenville, North Carolina

252-329-4419

amthomas@greenvillenc.gov

City Manager search, 84,500 population, 2012

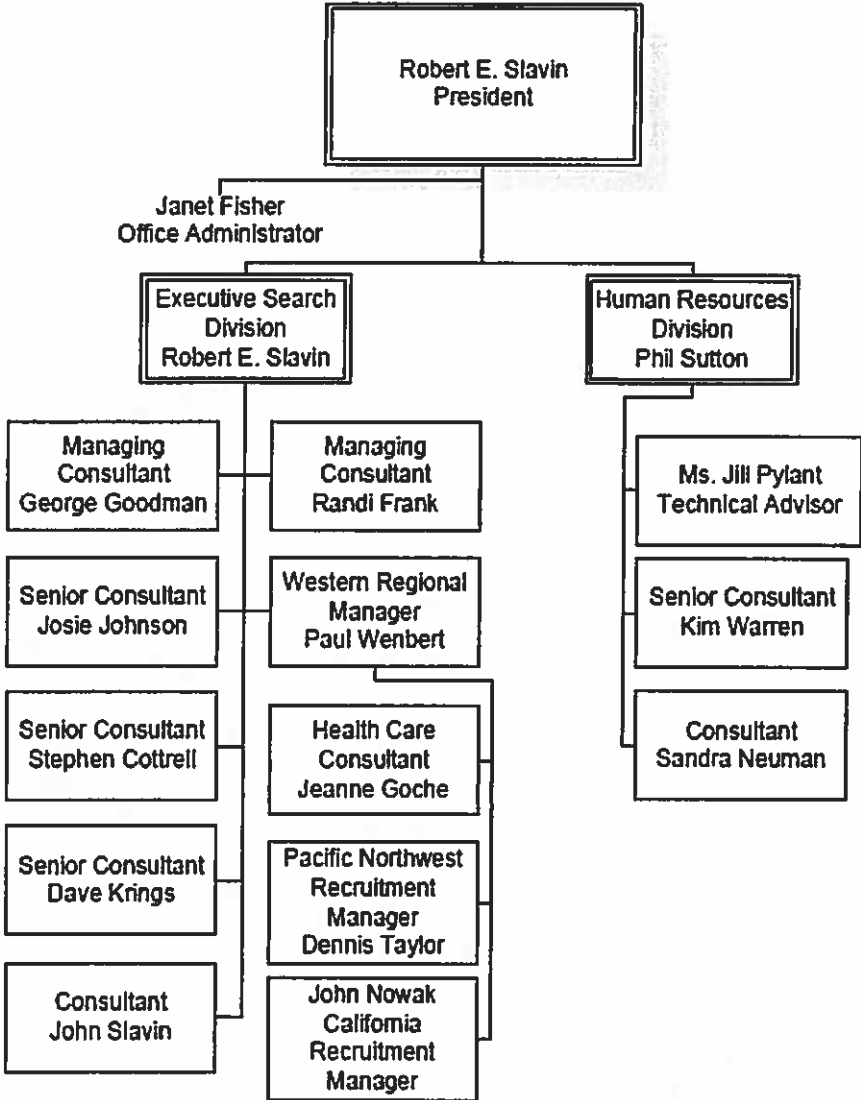
SECTION V—ORGANIZATIONAL STRUCTURE

Slavin Management Consultants (SMC) was formed in 1991 and is incorporated in the State of Georgia. SMC operates a national practice from its home office in the Atlanta metropolitan area. The principal and only stock holder of the firm is Robert E. Slavin. Mr. Slavin has extensive experience as a local government manager, an executive recruiter and a management consultant. In addition to the home office staff, SMC has consultants in Ann Arbor, Michigan; Cincinnati, Ohio; Dallas, Texas; Hartford, Connecticut; Key West, Florida; Manteca, California; and Mesa, Arizona. As one of the only national public sector executive recruiting firms in the country, SMC is confident in its ability to secure a group of outstanding candidates from throughout the nation that would be a good fit for the City.

SMC provides high-quality consulting services to state and local governments, health care providers, transit authorities, utilities, special districts, and private sector clients. Specialty practice areas include executive recruitment, pay and classification, performance appraisal systems, and organizational development and training. SMC has conducted successful assignments for hundreds of public sector organizations nationally and received many accolades for its work.

Slavin Management Consultants is in excellent financial condition. The company is profitable, is current with all of its accounts, and has no debt. SMC has never been sued and is not aware of any pending legal actions against the company.

SLAVIN MANAGEMENT CONSULTANTS ORGANIZATIONAL CHART



APPENDIX

APPENDIX A – ABOUT PROJECT STAFF

Paul Wenbert, ICMA-CM, SMC Western Regional Manager

Mr. Wenbert has 30 years of local government management experience including 24 years of executive level experience with nearly 13 of those as a city manager. Mr. Wenbert joined Slavin Management Consultants in 2007 as Western Regional Manager. He is headquartered in Mesa, Arizona. Most recently, Mr. Wenbert completed 6.5 years of service as Deputy City Manager for the City of Mesa. His career highlights include 9 years as City Administrator for Newton, Iowa; 3.5 years as Village Manager for Villa Park, Illinois, and 4.5 years as Assistant City Manager for Ames, Iowa. Early in his career Mr. Wenbert served as an administrative intern for Fort Wayne, Indiana, administrative assistant for Marion, Indiana, and administrative intern and administrative assistant for Mesa, Arizona.

Mr. Wenbert has a Masters degree in Public Administration from Arizona State University and a Bachelor of Science degree in Public Affairs from Indiana University. He is an ICMA Credentialed Manager and a graduate of the Senior Executive Institute at the University of Virginia.

His career highlights include:

- Managed city departments with \$470 million budget and 1,100 employees in Mesa, Arizona;
- Chaired Keep Maytag In Newton Task Force which facilitated retention of more than 2,000 jobs and addition of 440 jobs and \$41 million of investment;
- Instituted Productivity Improvement Programs in Newton, Iowa, and Villa Park, Illinois, resulting in over \$3 million of savings;
- Negotiated revised intergovernmental agreement with twelve local governments for regional landfill operated by City of Newton and involved in many other intergovernmental relations activities in Newton, Villa Park, and Mesa;
- Negotiated many collective bargaining agreements and developed and implemented many personnel and wage classification systems;
- Worked for the City of Mesa during the time period when it was the fastest growing community in the United States and was involved with many growth issues such as infrastructure planning and financing, interstate interchange decisions and allocating resources equitably to newly developed and existing areas of the community;

-
- In all positions enhanced citizen connection to city government through various methods including citizen-based strategic planning, citizen focus groups, regular community attitude surveys, and citizen academies;
 - In all positions improved staff team-building through city-wide staff development and training and city-wide committee work assignments;
 - Received ICMA Program Excellence Award for Collaborative Children and Youth Initiatives;
 - Received Greater Newton Area Chamber of Commerce Key Award for Chairing Keep Maytag In Newton Task Force; and
 - Received Joe Lukehart Professional Service Award for Advancement of City Management in Iowa.

Professional Affiliations

- ICMA--Past Executive Board Member, Chair of the Endowment Fund Committee, Chair of Employment Agreements Task Force, and Chair of Assistants Steering Committee; current Mentor for Emerging Leader Development Program
- Indiana University School of Public and Environmental Affairs (SPEA) Distinguished Alumni Council member
- Iowa City/County Management Association—Past President and other offices
- Illinois City/County Management Association Metro Managers—Past Board Member
- Newton, Iowa Rotary Club—Past President and other offices
- Arizona City/County Management Association—Past Chairperson of Committee on Professional Conduct
- Arizona Municipal Management Assistants Association—Past President and other offices

Robert E. Slavin, SMC President

Mr. Slavin is one of the pioneers in public sector and nonprofit executive recruiting. He is among the best known and respected professional recruiters in the industry. He is a frequent speaker at professional conferences and has written many articles for professional journals concerning governmental management. By special invitation, Mr. Slavin assisted the United States Office of Personnel Management in establishing the Federal Senior Executive Service.

Mr. Slavin began his local government career in 1967. His experience includes 12 years working directly for local governments and seven years as a principal consultant with the government search practice of Korn/Ferry International, the largest search firm in the world. He headed the local government search practices for Mercer/Slavin, Incorporated; Mercer, Slavin & Nevins; and Slavin, Nevins and Associates, Inc. Mr. Slavin now heads the executive search practice for Slavin Management Consultants. Clients include state and local governments, nonprofits, and private sector businesses throughout the United States. Mr. Slavin's experience includes search assignments for the 1984 Los Angeles Olympic's Organizing Committee.

Mr. Slavin's experience and qualifications include organizational analysis, classification and compensation studies, and assessment centers and human resource systems studies.

Prior to being invited to join Korn/Ferry International, Mr. Slavin served as Assistant City Manager/Director of Human Resources for the City of Beverly Hills, California. While at Beverly Hills, Mr. Slavin conducted many executive level recruitment assignments involving nationwide search and placement. Before joining the City of Beverly Hills, Mr. Slavin was the Assistant Personnel Director for the City of San Leandro, California.

Before San Leandro, Mr. Slavin was on the personnel staff of Santa Clara County, California. His assignments included recruitment, classification and selection for the County's Health Department, Medical Center, Transportation Agency, Sheriff's Office, Superintendent of Schools, Fire Marshall, Assessor's Office, Library System, and County Recorder's Office.

Mr. Slavin received his Bachelor of Science degree in Political Science from the University of Santa Clara and has completed the graduate course work for a Master's degree in Public Administration at California State University at Hayward.

Professional Affiliations

- International City/County Management Association
- American Society for Public Administration
- International Personnel Management Association—Human Relations Commission
- Southern California Public Labor Relations Council
- Southern California Municipal Assistants Association
- Bay Area Salary Survey Committee

APPENDIX B – PROTECTED GROUP PLACEMENTS

CLIENT	POSITION	AFRICAN AMERICAN	FEMALE	LATINO
ALACHUA COUNTY, FL	County Administrator			X
ALBANY, GA	City Manager	X		
	Police Chief	X		
	Assistant City Manager	X		
	Human Resources Director	X		
ASPEN, CO	City Manager		X	
AUSTIN, TX	City Manager		X	
	Police Chief			X
BERKELEY, CA	City Manager	X		
	Public Works Director			X
BEVERLY HILLS, CA	Sanitation Director	X		
	Library Director		X	
BOCA RATON, FL	City Manager		X	
	Asst. City Manager		X	
BROWARD COUNTY, FL	Assistant Director of Equal Employment	X	X	
BRYAN, TX	Municipal Court Judge		X	
	City Manager		X	
CAMARILLO, CA	City Clerk		X	
CARSON, CA	Planning Director		X	
CHAPEL HILL, NC	Transportation Director		X	
	Human Resources Director		X	
CHARLOTTE COUNTY, FL	County Attorney		X	
CENTRAL CITY ASSN. OF THE CITY OF LOS ANGELES (CA)	Director of Security	X		
CHARLOTTE, NC	Neighborhood Services Director	X		
COLUMBIA, MO	Police Chief	X		
CULVER CITY, CA	Finance Director			X
DALLAS INDEPENDENT SCHOOL DISTRICT (TX)	Chief Financial Officer	X	X	
DALLAS, TX	City Attorney		X	
DECATUR, GA	Chief of Police	X		
DISTRICT OF COLUMBIA	Executive Director Alcoholic Beverage Regulations Commission		X	
DURHAM, NC	City Manager	X		
	City Manager	X	X	
	Police Chief		X	
	Public Works Director	X	X	
ESCAMBIA COUNTY, FL	Assistant County Administrator	X		

CLIENT	POSITION	AFRICAN AMERICAN	FEMALE	LATINO
ESCONDIDO, CA	Civic Center Construction Mgr		X	
EVANSTON, IL	City Manager		X	
FRESNO, CA (PIC)	Executive Director	X		
FORT LAUDERDALE, FL	Fire Chief	X		
FORT MYERS, FL	City Manager	X		
FRESNO, CA (PIC)	Executive Director	X		
GAINESVILLE, FL	Equal Employment Director	X		
GLASTONBURY, CT	Human Resources Director	X	X	
GREENBELT HOMES, INC. (MARYLAND)	Executive Director		X	
GREENSBORO, NC	Assistant City Manager	X		
HAMILTON COUNTY, OH	Jobs and Family Services Director		X	
HILLSBOROUGH COUNTY (FL) CHILDREN'S BOARD	Executive Director		X	
HOLLYWOOD, FL	City Manager	X		
JUPITER, FL	Assistant to the City Manager		X	
	Public Works Director		X	
KALAMAZOO, MI	City Manager		X	
	Assistant City Manager		X	
KANSAS CITY, MO	Water Services Director			X
LAKE COUNTY, FL	County Attorney		X	
LAKE COUNTY, IL	Purchasing Director		X	
	Human Resources Director	X		
	Assistant County Administrator		X	
LA PLATA COUNTY, CO	Human Services Director		X	
LEE COUNTY, FL	County Administrator		X	
	Human Resources Director	X		
	Dir, Visitors & Convention Bureau		X	
LINCOLN ROAD DEVELOPMENT CORP.	Executive Director		X	
LONG BEACH, CA	Police Chief	X		
	Executive Director, Civil Service Commission		X	
LOS ANGELES COUNTY REDEVELOPMENT AGENCY	Sr. Project Manager		X	
	Project Manager	X		
	Project Manager			X

CLIENT	POSITION	AFRICAN AMERICAN	FEMALE	LATINO
LOS ANGELES COUNTY (CA) HEALTH SYSTEMS AGENCY	Executive Director	X	X	
	Deputy Exec. Dir.			X
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH	Public Health Director	X		
LOS ANGELES OLYMPICS ORGANIZING COMMITTEE	Human Resources Director	X	X	
	Director of Venues		X	
METROZOO (MIAMI FL)	Director of Marketing		X	
MEMPHIS (TN) HOUSING AUTHORITY	Executive Director	X		
MIAMI (FL) OFF-STREET PARKING SYSTEM	Finance Director			X
MIAMI VALLEY REGIONAL TRANSIT AUTH. (DAYTON, OH)	Executive Director	X	X	
MIRAMAR, FL	City Manager		X	
MONTEREY COUNTY, CA	Hospital Administrator	X		
NOAH DEVELOPMENT CORPORATION	Executive Director	X		
NORFOLK, VA	Human Resources Director	X		
	Senior Engineer		X	
	Social Services Director	X		
OCALA (FL) PUBLIC HOUSING AUTHORITY	Executive Director	X		
OBERLIN, OH	City Manager		X	
ORMOND BEACH, FL	City Manager	X		
OKLAHOMA CITY, OK	City Manager	X		
PALM BAY, FL	Human Resources Director		X	
PALM BEACH COUNTY, FL	Assistant County Administrator		X	
PALM BEACH COUNTY (FL) CHILDREN'S SERVICES BOARD	Executive Director		X	
PALM BEACH COUNTY (FL) HEALTH CARE DISTRICT	Executive Director		X	
PALM BEACH GARDENS, FL	City Manager (1992)		X	
	City Manager (1999)			X
PALO ALTO, CA	City Attorney		X	
PEORIA (IL) PUBLIC HOUSING AUTHORITY	Executive Director	X		
PRINCE WILLIAM COUNTY, VA	Fire Chief		X	
RICHMOND, CA	City Manager	X		

CLIENT	POSITION	AFRICAN AMERICAN	FEMALE	LATINO
RICHMOND, VA	Director of Public Health	X		
ROANOKE, VA	Police Chief	X		
	Economic Development Director		X	
	Assistant City Manager	X	X	
	Director of Human Services		X	
ROCKVILLE, MD	Assistant City Manager		X	
SACRAMENTO, CA	Human Resources Director	X	X	
SAGINAW, MI	Police Chief			X
SAN DIEGO, CA	City Manager	X		
SAN FRANCISCO, CA	Assistant City Administrator		X	
SAN JOSE, CA	Police Chief	X		
SANTA MONICA, CA	Deputy City Manager		X	
SARASOTA, FL	Human Resources Director	X		
SARASOTA COUNTY, FL	Deputy County Administrator	X		
SELMA, AL	Police Chief	X		
SHAKER HEIGHTS, OH	City Administrator		X	
SUNNYVALE, CA	Public Information Officer		X	
	City Clerk		X	
STRATFORD, CT	Human Resources Director		X	
TAKOMA PARK, MD	City Manager		X	
	Recreation Director	X	X	
	Housing and Community Development Director		X	
	Public Works Director	X		
THORNTON, CO	Public Information Officer		X	
TOPEKA, KS	City Manager	X		
VALDOSTA, GA	Assistant Public Works Director		X	
VENICE, FL	Police Chief		X	
VIRGINIA BEACH, VA	Human Resources Director	X		
VIRGINIA BEACH PARK TRUST (FL)	Executive Director	X		
VOLUSIA COUNTY, FL	County Manager		X	
WACO, TX	Deputy City Manager		X	
	Exec. Dir. - Support Services			X
	Assistant City Manager	X		
	Director of Facilities			X

CLIENT	POSITION	AFRICAN AMERICAN	FEMALE	LATINO
WAKE COUNTY, NC	Human Services Director			X
THE WEINGART CENTER (LOS ANGELES)	Executive Director		X	
WEST COVINA, CA	Planning Director	X	X	
WEST MIFFLIN, PA	Town Administrator		X	
WEST PALM BEACH, FL	Assistant City Administrator	X	X	
WICHITA, KS	Human Resources Dir	X	X	
	Community Services Dir	X	X	
	Communications Director		X	
	Director of Libraries		X	
	Housing and Development Director	X	X	
	City Manager	X		
YPSILANTI, MI	City Manager	X		
ZOOLOGICAL SOCIETY OF FLORIDA (DADE COUNTY)	Executive Director			X

APPENDIX C - PROJECT SCHEDULE/COST

The search process normally takes 90 days to complete and typically follows the schedule below.

STEPS	DAYS				
	1-30	30-45	45-60	60-90	90-360
1. Develop recruitment profile and advertising program for client approval	✓				
2. Identify qualified candidates and receive and review resumes	✓	✓			
3. Screen & evaluate prospective candidates/prepare progress report and meet with client		✓	✓		
4. Conduct background investigations and site visits on finalists				✓	
5. Interview and evaluate finalists				✓	
6. Assist in selection and facilitate employment				✓	
7. Follow-up					✓

PROFESSIONAL FEES

The project cost is \$16,005 of professional fees plus expenses. The following table shows the level of involvement by project step and cost. Mr. Slavin and Mr. Wenbert will each do approximately 50 percent of the professional work on this assignment.

PROJECT COSTS				
STEPS	ASSIGNED HOURS (Approximate)		RATE (Hr)	FEES
	Project Manager	Consultant		
1. Project planning/develop recruitment profile/prepare and place advertising	34		\$85	\$2,890
		5	\$40	\$200
2. Identify and recruit candidates / acknowledge resumes	34		\$85	\$2,890
		28	\$40	\$1,120
3. Phone interviews with potential semi-finalists/prepare progress report	24		\$85	\$2,040
		10	\$40	\$400
4. Meet with client to review progress report and select finalists	4		\$85	\$340
5. Schedule finalists interviews / assist client with designing interview process	8		\$85	\$680
6. Finalists background investigation (includes SMC on-site visits with finalist candidates)	33		\$85	\$2,805
		32	\$40	\$1,280
7. Finalists interviews/assist in employee selection	12		\$85	\$1,020
8. Negotiate employment agreement	4		\$85	\$340
9. Follow-up	4		No Charge	\$0
TOTAL HOURS	157	76		
TOTAL COST				\$16,005

EXPENSES

Expenses for this executive search will be billed on an actual cost basis and will not exceed 60 percent of the professional fee (\$9,603). Additional detail about these expenses is shown below.

Consultant Travel: The client pays direct costs for all necessary consultant travel using lowest available air rates, corporate hotel rates at moderately priced properties (Holiday Inn or equivalent), rental cars using the corporate discount, and normal meals. The client controls these costs in the following ways: 1) the client pre-approves all work plans including all consultant and candidate travel; and 2) when appropriate, the consultant will work on more than one search when traveling and will therefore allocate costs to multiple clients.

Office Costs: telephone (\$350 flat fee, billed in two installments), fax, postage, copier, and delivery costs.

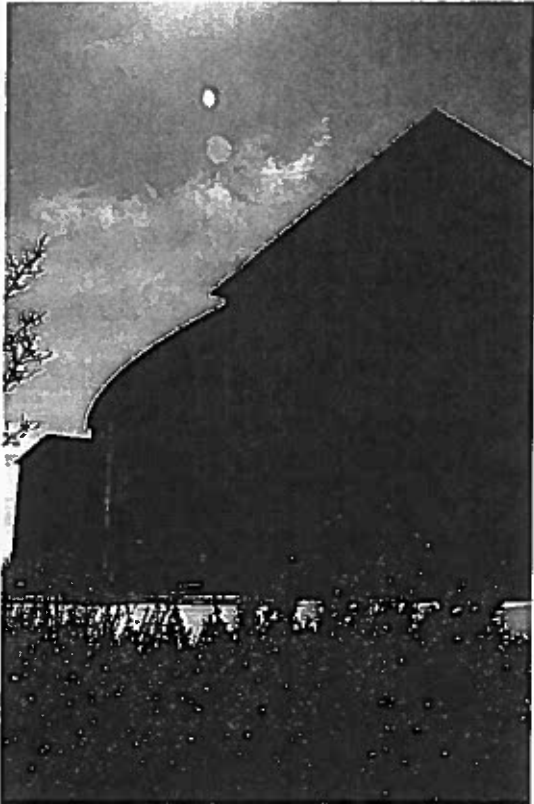
Advertising: typically approximately \$2,000. The client controls these costs because the advertising program will be approved by the client prior to implementation.

The cost for finalists to travel to the client's locale for interviews is not included in the cost of this proposal. Such costs are typically paid by the client on a reimbursement basis directly to the candidates and controlled through the client's prior approval of the finalists. These costs vary depending on candidate location, spousal involvement, and the length of the interview process. For budgeting purposes, an average cost of between \$450-650 per candidate would be appropriate. Typically five candidates are interviewed.

Should the client's needs result in an increased project scope that significantly increases consultant travel and/or advertising costs, it may be necessary to increase the expense budget for the project which would require client approval. Regarding travel expenses, SMC's project budget includes a total of 3 trips to the client's locale for 2 consultants. If the client requires SMC to make additional trips to its locale that result in SMC's total project expenses exceeding \$9,603, then the client will reimburse SMC for these out-of-pocket travel expenses. The client's liability to Slavin Management Consultants for services rendered under this agreement will not exceed the agreed upon price unless an increase is authorized by the client in writing.

SMC will submit monthly invoices for fees and expenses. It is SMC's practice to bill 30 percent at the start of the search, 30 percent at the end of thirty days, 30 percent at the end of sixty days, and the remaining 10 percent shortly after the time that the candidate accepts the position. Expenses will be billed in addition and shown as a separate figure. Each invoice will be payable upon receipt.

SMC will comply with all applicable laws, rules, and regulations of federal, state, and local government entities. SMC's liability, if any, will not be greater than the amount paid to SMC for the services rendered.



City of Aurora, Colorado

Invites Qualified Candidates to Apply for

CITY MANAGER

ABOUT AURORA – Aurora, Colorado, part of the Aurora/Denver metropolitan area, is a city of 314,000 residents and is the third largest city in Colorado. Strategically located near the Denver International Airport, Aurora is home to many bioscience, aerospace, healthcare, and high technology employers including the Raytheon Company, Northrop Grumman, Lockheed Martin, and Boeing.

During the last several decades, Aurora has evolved from a bedroom suburb cast in the shadow of Denver into its own dynamic urban center that is the second largest community in the 3.5 million population metropolitan area. With an emphasis on smart growth, infill development, sustainability, and livable neighborhoods, Aurora's population has grown by 1.5 percent annually over the last 18 years. Only slightly more than half of Aurora's 154 square miles is currently developed so there is ample opportunity for Aurora to continue to grow.

HISTORY

Incorporated in 1891, Aurora was originally named Fletcher by its founder, former Chicago resident Donald Fletcher. In 1907, the community changed its name to Aurora. Agriculture was the main industry in Aurora's early years.

In 1921 while Aurora still had less than 2,000 residents, the U.S. government selected Aurora as the site for Fitzsimons Army Hospital to treat the wounded—especially those affected by mustard gas and tuberculosis—during World War I. In 1938, the Lowry Air Force Base located partly in Aurora was built. In 1942, the Army Air Corps built Buckley Field, now named the Buckley Air Force Base. These bases enhanced Aurora's military presence and helped to spur Aurora's growth to a community of 50,000 residents by 1960.

Fueled by interstate highway construction and the desirable quality of life offered by the area, Aurora's population increased more than five-fold to 276,000 by 2000. However, the 1990's was not without its challenges as the Lowry Air Force Base and the Fitzsimons Army Hospital were closed by the federal government. The community responded to these challenges by converting Fitzsimons into a world-class medical campus and one of the largest bioscience parks in the country.

*Additional information about Aurora is available at
www.auragov.org*

The City of Aurora has won more than 100 awards in the last decade. Most noteworthy is that Aurora received the All-America City Award in 2008 for the Fitzsimons Campus development, an after-school program, and an Immigrant Integration project.

The City has received 7 ICMA awards in recent years for innovative programs in the areas of sustainability, community partnerships, public-private partnerships, citizen involvement, public safety, and services to the disadvantaged. Also, in 2009, Aurora was one of only 20 jurisdictions in the country to receive the ICMA Center for Performance Measurement Certificates of Achievement, Distinction, and Excellence for its performance management program. The City also was named the Top Digital City in America for cities of 250,000+ population in 2007 and 2008.

The City is rigorous in its pursuit of excellence and professionalism in the delivery of its services as demonstrated by the following City departments that have met national accreditation standards:
Police—accredited by Commission on Accreditation for Law Enforcement Agencies;
Public Works—accredited by American Public Works Association (1 of only 3 in Colorado);
Fire—accredited by Commission of Fire Accreditation International; and
Building—accredited by International Accreditation Service (only one in Colorado).

HOUSING

In the 1980's, the City established a vision of creating new employment centers with high-paying jobs along with housing options desired by these employees. As a result, many new housing developments with higher-end detached single-family and condominium units have been created. One of these developments, Southshore, was named the Community of the Year in 2007 by the Home Builders Association of Metropolitan Denver.



FITZSIMONS CAMPUS

With the closing of the Fitzsimons Army Hospital by the federal government in 1995, Aurora partnered with the University of Colorado Health Sciences Center and the University of Colorado Medical School to create the Fitzsimons Redevelopment Authority. The result has been the establishment of the Fitzsimons Campus that in combination with the adjacent Anschutz Medical Campus has created a 578-acre site with 15,000 employees dedicated to bioscience, healthcare, medical education, and advanced research. This is the largest bioscience development in Colorado and one of the largest in the country.

There are still 184 acres at the Fitzsimons Campus yet to be developed. When completed, the total public and private investment in the Fitzsimons Campus will be \$4.2 billion, and the Campus will be home to 30,000 employees. The Campus currently has two hospitals--University of Colorado Medical School and The Children's Hospital. In addition, a \$98 million Veteran's Administration Hospital is currently being constructed and is projected to open in 2013.

LEISURE & CULTURE

Aurora's climate is mild and dry with more than 300 days of sunshine annually offering ample opportunity to participate in outside activities year-round. Residents and visitors to Aurora enjoy the scenic mile-high beauty of the eastern Colorado prairie with views of both Pike's Peak to the south and the Rocky Mountains to the west. The community has a multitude of recreational facilities including:

- Sports Park, a city-owned facility that has 23 full-sized soccer fields and 12 baseball/softball fields that host national and regional tournaments;
- Seven municipal golf courses ranging from traditional layouts to award-winning championship courses;
- More than 100 improved parks and over 50 miles of hiking and biking trails;
- Two indoor pools, five outdoor pools, and two City reservoirs that allow for swimming, fishing, and wind sailing;
- One full-service City recreation center, 3 community centers, and 3 neighborhood centers;
- A City skate park and dog park;
- The Morrison Nature Center situated on 200-acres of open space featuring classes and interactive exhibits; and
- The 1100-acre Plains Conservation Center featuring the flora and fauna of Colorado's eastern plains.



The community also has many cultural assets including the Aurora History Museum, Aurora Symphony Orchestra, Aurora Fox Arts Center, Aurora Singers, DeLaney Farm Historic District, and the East End Arts District.

TRANSPORTATION

Aurora is served by an extensive transportation network consisting of freeways and toll-roads, light rail, and buses. There is both an inner loop freeway system comprised of Interstates 70 and 225 and an outer-loop system consisting of the E-470 toll-road.

The Regional Transportation District provides commuter and light rail and bus service for the metropolitan area. Aurora currently has 2 light rail stations. Ten additional light rail stations are proposed to be built in Aurora including a commuter rail transfer station that will connect light rail to a future commuter rail line whose destination is the Denver International Airport.

NEIGHBORHOODS

Aurora has a diverse housing stock located in more than 450 neighborhoods, 382 of which are City-registered neighborhood associations. Tree-lined streets, open prairie, majestic views of the mountains, and many neighborhood parks make Aurora neighborhoods an ideal place to call home. Aurora's Neighborhood Services Department works in conjunction with neighborhood groups to maintain an attractive community appearance and enhance residents' quality of life.

EDUCATION

Most of the community is served by 2 public school districts—Aurora Public Schools and the Cherry Creek School District. Aurora Public Schools has been making improvements to every school building due to a voter-approved \$225 million bond program. More than half of Aurora's students attend schools in the Cherry Creek District which is one of the top performing school districts in the country. There is also one other public school district that serves some Aurora students.

Aurora has the following 8 campuses of higher education: University of Colorado Medical School; Anthem College; Columbia College; Regis University; Platt College; Pickens Technical College; Concorde Career College; and Community College of Aurora.

**THE CITY GOVERNMENT –
GOVERNANCE AND ORGANIZATIONAL STRUCTURE**

The City of Aurora has operated under the council-manager form of government since 1954. The City Council consists of a Mayor and 10 Council Members elected to 4-year overlapping terms. The Mayor and 4 Council Members are elected at-large, and the other 6 Council Members are elected by wards. Aurora is the 25th largest council-manager city in the country.

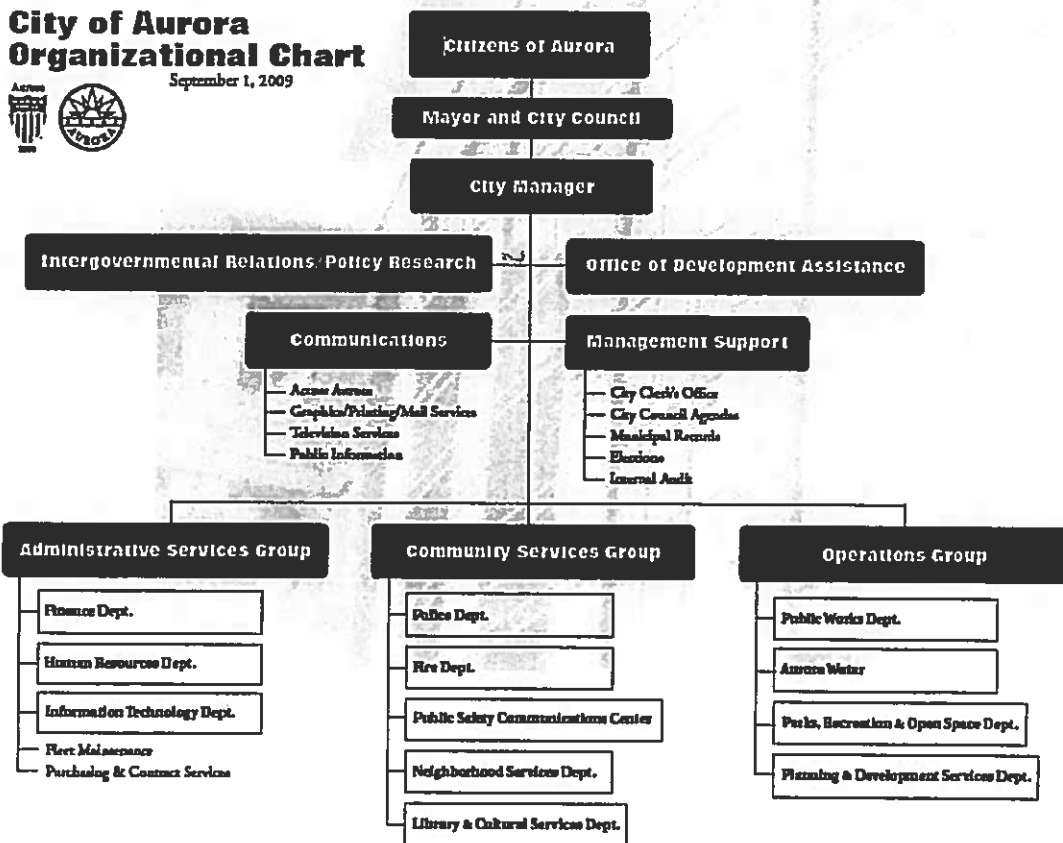
The City has a long history of its Mayors being actively involved in day-to-day representation of the City. In recognition of this, the Mayor's position was changed to full-time in 1993 by Aurora voters. The Mayor's duties which consist of chairing City Council meetings and voting to break ties on Council agenda items were not impacted as a result of the change to a full-time position.



Aurora Municipal Center completed in 2003 houses the City's administrative offices

The City Council appoints a Mayor Pro Tem annually for a one-year term. The Mayor Pro Tem serves as Mayor in his or her absence and also makes appointments to the 9 Council Committees that address various policy issues. Each Council Member chairs one Committee and serves on 3 Committees. Following is a list of the Council Committees: Community Partnership; Management and Finance; Neighborhood Services; Operations and Environmental Affairs; Planning, Economic Development and Redevelopment; Public and Intergovernmental Relations; Public Safety and Courts; Transportation and Airports; and Water.

The City Manager ensures that the policy direction set by the City Council is carried out and that City services are delivered equitably to all residents. The City Manager is responsible for recommending the budget to the City Council and for hiring and providing managerial leadership to City staff. The former City Manager recently retired after 13 years in the position. Including the former City Manager, the previous 2 City Managers served for a total of 20 years, both leaving voluntarily. The City is a full-service operation with 2,676 FTE's. The City conducts collective bargaining with both Police and Fire unions. In addition to the City Manager, the City Council appoints the City Attorney, Presiding Judge, and Court Administrator.



FINANCIAL ISSUES

The City has an annual budget of \$615 million and a five-year Capital Improvement Program budget of \$710 million. The City is sales tax dependent with sales taxes comprising 54 percent of General Fund revenues. Other major General Fund revenue sources include property taxes, use taxes, franchise fees, and the state highway users tax. There are 4 self-supporting enterprise funds—Water, Wastewater, Golf, and Development Review. The City operates on a January-December fiscal year.

Like most local governments, Aurora has experienced financial challenges in recent years. Sales tax collections are projected to increase by only 1.5 percent in 2010, and salary schedules for 2010 were increased by 1-3 percent. Approximately 50 employee layoffs have occurred recently largely as the result of voter disapproval of a ballot measure in November 2009 to fund libraries through a General Improvement District.

The City has a rather unique voter-approved requirement to maintain staffing of at least 2 sworn Police personnel per 1,000 population. Population projections are updated annually to ensure compliance with this requirement.

Aurora is one of the founding members of the Colorado Performance Measurement Consortium, a group of thirteen communities affiliated with the ICMA Center for Performance Measurement. The City makes use of performance measures to assist in monitoring its effectiveness and efficiency. Two noteworthy measures are the City's Insurance Services Office (ISO) fire insurance premiums Public Protection Classification rating of 2 and the City's bond ratings of Aa1 (general obligation) and Aa2 (water revenue).

ISSUES AND OPPORTUNITIES – The following is a summary of the issues and opportunities to be managed by Aurora's next City Manager.

- **Financial Management**—financial projections indicate that the City will likely be under continued financial pressure for several years. Like many other local governments, the City has a “structural budget deficit.” The next City Manager is expected to lead a strategic review of alternatives to improve the City's financial condition including reorganization, productivity improvements, compensation policies, increasing the tax base through economic development, and new revenue opportunities.
- **Visioning**—the City Manager needs to be an active participant in visioning with all stakeholders to help Aurora implement its vision statement. The City has many opportunities to shape its future destiny such as attracting quality employment and housing development on infill and outlying land, annexation, and taking advantage of future light rail stations to encourage transit-oriented development. City officials correlate the successful implementation of its vision with enhancing its financial condition.
- **Water Resources**—in Aurora as in most western cities, the acquisition of sufficient water rights and careful management of water resources are essential to ensuring an adequate water supply for current and future residents and businesses. The \$750 million Prairie Waters project which has been under construction for the last five years will be completed by the end of 2010. This water reclamation project will increase Aurora's water supply by 20 percent. The City Manager will oversee the City's efforts to augment its water resource portfolio, consider additional water reclamation projects, and encourage water conservation.
- **Employee Relations**—the City has made a major commitment in recent years to foster a climate of positive, team-oriented employee relations. The Partnership of Aurora City Employees (PACE) is comprised of employee representatives from all departments and all levels of the organization that meets monthly with the City Manager to discuss current issues impacting the organization. In addition, the Labor-Management Committee consisting of city management and Police and Fire union representatives meets monthly to discuss non-bargaining matters. Finally, the City routinely recognizes exemplary employee contributions to the organization and community. City employees truly appreciate City management's efforts to initiate two-way communication. These efforts have improved employee loyalty and morale which is extremely valuable especially during these tough economic times. The next City Manager needs to continue this commitment to employee relations.

AURORA'S VISION STATEMENT
Aurora will be the best city in Colorado and an innovative leader in the region by:

- *Creating great neighborhoods*
- *Emphasizing public safety and quality services*
- *Encouraging a high quality and high wage economic environment*
- *Supporting recreational, cultural, educational and community activities for our citizens*



JOB REQUIREMENTS –

The minimum job requirements are: 1) Master's degree in public administration, business administration, or directly related field; and 2) at least 5 years progressively responsible administrative and managerial experience as a Deputy City Manager or City Manager in a medium to large full-service municipal government or comparable organization. An equivalent combination of experience, education, and training may be considered. The Mayor and City Council are open to considering applicants who do not have local government experience but have managed other types of large complex organizations.

Desired Professional and Personal Attributes

The following are the desired professional and personal attributes for Aurora's next City Manager:

- Strong, assertive, collaborative leader who is able to build consensus among full-time Mayor, City Council, Council-appointed officials, City staff, and community;
- Visionary who partners with Mayor, Council, and City staff on policy initiatives especially in the areas of economic development and water resources;
- Creative, innovative, and "thinks outside the box";
- Good financial management skills and sense of fiscal discipline with ability to develop more efficient ways of delivering City services;
- Ability to work with a highly qualified, cohesive, professional management staff in an effective manner without micro-managing them;
- Excellent human relations skills with ability to relate to and communicate effectively with all stakeholders;
- Situational leadership style an asset in dealing with wide variety of stakeholders and issues;
- Demonstrated philosophy and track-record of valuing City employees and fostering a positive employee relations culture;
- Ability to develop productive working relationships with labor unions;
- Politically astute while maintaining a professional perspective;
- Experience in a rapidly growing community and dealing with growth management issues desired;
- Marketing savvy with ability to promote and enhance Aurora's image;
- Experience working with bioscience, aerospace, high tech, and healthcare industries a plus;
- Knowledge of water rights and water resource/reclamation issues a plus; and
- Experience with succession planning programs a plus.

Compensation

The compensation for the City Manager job is highly competitive including a fringe benefit package with:

- a choice of excellent and comprehensive health, dental, vision, and life insurance plans;
- flexible spending accounts for health and dependent care expenses;
- choice of participation in City's defined benefit retirement plan with current employer and employee contributions of 5.5 percent each or participation in an executive money purchase plan with current employer and employee contributions of 10 percent each;
- a selection of deferred compensation plans (ICMA Retirement Corporation, Lincoln, and Nationwide);
- long-term disability insurance;
- an employee assistance program; and
- voluntary long-term care and universal life insurance programs.

The starting salary is dependent on the selected individual's qualifications and match with the desired attributes being sought by the City. The City will pay reasonable and customary moving expenses for the next City Manager who is required to live within the city limits.

To Apply:

In order to be considered for this position, please send your resume and cover letter with current salary by **June 14, 2010** to pwconsulting@cox.net. For additional information about this job, please contact:

Paul Wenbert, Western Regional Manager
SLAVIN MANAGEMENT CONSULTANTS
3040 Holcomb Bridge Road, Suite A-1
Norcross, Georgia 30071

Phone: (480) 664-2676
Fax: (770) 416-0848
E-mail: pwconsulting@cox.net
On the web at: slavinweb.com



APPENDIX E - GUARANTEES

SMC provides a comprehensive set of assurances and guarantees to clients that include:

- A commitment to excellence. SMC guarantees that the selection process and placement will be of high quality and successful. To accomplish this, SMC will continue to work with the client until a satisfactory candidate is selected and accepts employment;
- SMC guarantees its work and will redo the search if the position is vacated, for any reason, within two years of the employment date of a SMC recommended candidate; in this event, SMC will charge the client only for its out-of-pocket expenses to redo the search (no professional fees will be charged);
- SMC will never actively recruit any *candidate* who SMC has placed nor will SMC actively recruit any *employee* from a client organization for at least two years from the completion date of an assignment;
- SMC will properly handle any and all media relations. Unless otherwise directed, it is SMC's standard practice to tell all media that SMC is working on behalf of the client and that any public statement should come from the client directly. Under no conditions will SMC release information to the media unless specifically directed by the client to do so; and
- SMC will keep the client informed and involved in the search process. SMC will provide frequent verbal and written progress reports to the client.

**ANYTOWN, USA CITY MANAGER
SUPPLEMENTAL QUESTIONNAIRE**

Please limit your responses to no more than 5 pages with a minimum font size of 11.

Name:

Home Address:

Home/Work/Cell phone numbers:

E-mail address:

1. What is the largest number of employees you have managed and where?
2. What are the largest operating and capital budgets you have managed and where?
3. Why are you interested in becoming Anytown's next City Manager, and how does this job fit your overall career goals? If selected for this position, how long would you anticipate remaining in this position?
4. Please describe your leadership style?
5. Please describe any successes you have had in economic development and specifically indicate your role in these successes. Also, what is the economic health of any businesses or other entities that you brought into or expanded in your community?
6. Please describe your experience in building relationships with other area local governments to advocate for your local government's interests while maintaining a regional perspective.
7. What are some specific strategies you have implemented to maintain or improve your jurisdiction's financial condition?
8. Do you have any unusual personal consideration(s) that would need to be resolved before you could accept this position? If so, please explain.
9. Are the resume and cover letter you submitted accurate and current? If not, please explain any discrepancies.
10. Are you currently employed?
11. Have you ever been fired or resigned under pressure from a job? If so, please explain.
12. Have you had any gaps in employment of more than one month during your career? If so, please explain.
13. Have you ever sued an employer or been sued by an employer or employee? If so, please explain.

14. What is your present or most recent salary?

15. What information that may be of concern to a potential employer, if any, would someone find if they did a Google search of your name?

**ANYTOWN, USA CITY MANAGER
CANDIDATE A
SUMMARY OF FIT WITH KEY SELECTION CRITERIA**

	NAME	RANKING (10=HIGHEST, 1=LOWEST)
1	Generalist CM/ACM experience (15%)	9
2	Economic development track record (15%)	7
3	Aggressive, calculated risk-taker (15%)	7
4	Managed high growth communities (10%)	10
5	Intergovernmental relations experience (10%)	7
6	Financial management skills (7.5%)	7
7	Communication style--poise and sense of presence (10%)	8
8	Staff accountability system (10%)	8
9	Employee relations philosophy (7.5%)	9
	AVERAGE RANKING	7.9

2. Please see [REDACTED] response to Supplemental Question #4.
3. While in [REDACTED] he developed the first formal financial policies for the City which required that he obtain financial concessions from the City's unions. He was able to obtain these concessions even though the local economy was robust at the time. Also, while in [REDACTED], he took the initiative to resolve a major conflict between City staff and the development community. City policy was that developers had to construct storm sewers to handle storm water runoff. Many developers wanted the City's regulations to be amended to allow for a mix of storm sewer lines and on-site retention. After researching this issue [REDACTED] decided to amend the regulations to allow for a combination of storm sewer lines and on-site retention and indicated that he believes this change was good public policy.
4. In the nearly nine years he was in [REDACTED] the population grew from approximately 114,000 to 221,000.
5. Please see his response to Supplemental Question #5.
6. Please see his response to Supplemental Question #6.
7. While somewhat soft-spoken he speaks with poise and a quiet confidence that comes with his many years of experience.
8. His system of accountability includes hiring good employees, providing them with good guidance, establishing clear expectations and

performance measures, and checking in with them periodically on the status of their projects as necessary depending on the individual.

9. His style is to be visible and available to all employees and to get to know them. When he worked in [REDACTED] he knew the names of all City employees and oftentimes information about their families.

**ANYTOWN, USA CITY MANAGER
SEMI-FINALISTS' QUALIFICATIONS MATRIX**

NAME	CURRENT/ MOST RELEVANT POSITION	LARGEST # OF EMPL MANAGED	LARGEST BUDGET MANAGED	YEARS CM EXP	YEARS SUPV EXP	HIGHEST DEGREE	PROF CERTF	CUR- RENTLY EM- PLOYED	EVER TERM- INATED	SUED OR BEEN SUED	OTHER OFFERS LIKELY SOON	SELECTION CRITERIA RANKING (1-10)	CUR- RENT SALARY
		9	\$800 K	0	8	MS	CEDFP	Yes	No	No	No	6.4	\$85 K
		100	\$37 M	7.5	7.5	MPA	No	Yes	No	No	No	7.2	\$102 K
		82+	\$37 M	10+	24	BS	No	Yes	No	No	No	8.3	\$118 K
		225	\$52 M	25	25	MA	ICMA-CM	No	Yes	No	Maybe	NA	\$151 K ¹
		203 +	\$60 M	12.5	12.5	JD	ICMA-CM	Yes	No	No	No	7.7	\$127 K
		46	\$22 M	0	21	MA	AICP	Yes	No	No	No	5.5	\$116 K
		240	\$100+ M	11	34	MPA	No	Yes	No	No	No	8.3	\$126 K
		10	\$55 M	0	17	MPA	No	Yes	No	No	No	6.8	\$60 K
		2,200	\$400+ M	6+	27	MPA	Yes	Yes	Yes	No	Unlikely	7.9	\$112 K ¹
		220	\$55 M	6.5	30	MPA	No	Yes	No	Yes	Maybe	7.4	\$98 K
		85	\$20 M	3.5	7	MPA	No	Yes	No	No	No	7.3	\$104 K
		65	\$45 M	25	25	MPA	ICMA-CM	No	No	No	Maybe	7.4	\$121K ¹

¹Not presently employed full-time; this is salary at candidate's most recent position.



Regular City Council Meeting

6. 11.

Meeting Date: 03/26/2015

Information

Agenda Item

Board Appointments - City Secretary: Consider three appointments to the Board of Health, one appointment to the Civic Lubbock, Inc. Board of Directors, seven appointments to the Keep Lubbock Beautiful Advisory Committee, and three appointments to the North Overton Tax Increment Financing Reinvestment Board of Directors.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Board Appointments - Regular Session

BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, MARCH 26, 2015 - REGULAR SESSION

Officer of City	Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
1	BOARD OF HEALTH	HENTGES, KAE	4/1/2015	N/A		REPLACE	N/A
		PRESLEY, STEVEN	4/1/2015	80%		REAPPOINT	Y
		REID, TED	4/1/2015	N/A		REPLACE	N/A
2	CIVIC LUBBOCK INC. BOARD OF DIRECTORS	DOTTS, TED	8/1/2018	N/A		REPLACE	N/A
3	KEEP LUBBOCK BEAUTIFUL ADVISORY COMMITTEE	BARNES, NITRA	4/1/2015	67%		REAPPOINT/REPLACE	Y
		HORKEY-WOLFF, KATHRYN	4/1/2015	83%		REAPPOINT	Y
		KING, SUZANNE	4/1/2015	50%		REAPPOINT/REPLACE	Y
		LOW, LISA	4/1/2015	80%		REAPPOINT	Y
		MEYER, MARIE	4/1/2015	100%		REAPPOINT	Y
		ROBERTSON, BARBARA	4/1/2015	50%		REAPPOINT/REPLACE	Y
		SANCHEZ, ALFONSO	4/1/2015	N/A		REPLACE	N/A
4	NORTH OVERTON TIF REINVESTMENT BOARD OF DIRECTORS	METCALF, KURT	3/1/2015	N/A		REAPPOINT	Y
		RUSHING, DON	3/1/2015	N/A		REPLACE	N/A
		THRASH, HOWARD	3/1/2015	100%		REAPPOINT	Y

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

Applicants No Preference

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

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

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
08/08/2013	Walz	Donna	Female	Anglo				5
12/01/2006	Walz	John	Male	Anglo	60+	Attorney	Retired	5
09/09/2014	Wierzba	Susan	Female	Anglo	40-49	Partner/ Director	Commodity Export Corporation	5
10/06/2006	Wilkerson	David	Male	Anglo	40-49	Real Estate Developer	Wilkerson Properties	5
08/14/2014	Wilkes	Morris	Male	Anglo				6
12/02/2010	Williams	Shirley	Female	African-American	60+	Career Consultant	Workforce Solutions	2
02/24/2010	Woodward	Tracey	Female	Anglo	50-59	Registered Nurse	Covenant School of Nursing	4
11/20/2007	York	Martha	Female	Anglo		Real Estate Broker	The Real Estate Company	5
	Young	Andy	Male	Anglo				5

BOARD OF HEALTH

	<u>Lubbock</u>	<u>Lubbock</u>	<u>All</u>	<u>This</u>
	<u>Population</u>	<u>Adult</u>	<u>City</u>	<u>Board</u>
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	77.1%	66.7% (6)
Hispanic	32.6%	27.6%	9.6%	11.1% (1)
African-American	8.7%	7.4%	9.0%	0.0% (0)
Other	3.7%	4.0%	4.3%	22.2% (2)
<u>GENDER</u>				
Male	48.5%	47.0%	73.8%	66.7% (6)
Female	51.5%	53.0%	26.2%	33.3% (3)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	14.9%	10.2%	11.1% (1)
District 2	16.4%	12.7%	4.6%	0.0% (0)
District 3	16.3%	16.1%	13.6%	0.0% (0)
District 4	17.0%	17.0%	18.8%	22.2% (2)
District 5	16.7%	19.4%	29.0%	33.3% (3)
District 6	17.2%	19.9%	19.5%	33.3% (3)
Other/Unknown	0.0%	0.0%	4.3%	0.0% (0)

PURPOSE:

Permanent advisory board which considers and makes recommendations to the City Council on any and all matters pertaining to the public health of the City.

QUALIFICATIONS: Members shall be resident citizens of the city of Lubbock.

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Hentges, Kae (F,O,5)	N/A	N/A	Replace
Presley, Steven (M,A,6)	80%	Y	Reappoint
Reid, Ted (M,A,5)	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To reappoint Dr. Steven Presley

To replace Kae Hentges and Ted Reid:

- Calvin Clark (M,A,3) Physicians Network Services
- Cameron Herring (M,A,4) Cameron Brian Herring, DDS
- Matthew Lambert (M,A,5) Texas Tech University Health Science Center

**City of Lubbock
Board and Commission Recruiting Database**

Updated: 3/6/2015

Board of Health

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
First Preference								
03/27/2014	Benson	Eric	M	A	40-49	Infection Control RN	Lubbock State Supported Living Center	2
02/25/2015	Clark	Calvin	M	A	30-39	Nurse Practitioner	PNS	3
06/14/2006	Daughtry	Steve	M	A	40-49	Engineer	Allied Associates Consulting Engineers	4
01/08/2015	Herring	Cameron	M	A	30-39	Dentist	Cameron Brian Herring, DDS	4
01/28/2014	KEEL	JAMES	M	A	30-39	REGISTERED NURSE	STARCARE	3
03/02/2015	Kingsberry	Lynette	F	A	60+	Infection Preventionist	Covenant Health System	3
12/02/2014	Lambert	Matthew	M	A	60+	Senior Director for Rural Health Research	Texas Tech University Health Sciences Center	5
03/02/2015	Love	Kari	F	A	40-49	Regional Director Infection Prevention	Covenant Health	4
05/26/2006	Perez	Jody	M	H	50-59		JMP Consultants	4
09/09/2014	Satterwhite	Letha	F	A	50-59	Registered Nurse	University Medical Center	3
06/03/2014	Stinson	Karl	M	A	60+	Retired		5
06/16/2014	Umstot	Mitzi	F	A	40-49	Speech-Language Pathologist	Lubbock State Supported Living Center	4
Second Preference								
08/09/2011	Amor	Cherif	M	AI	50-59	Dept. Chair/Assoc. Prof.	Texas Tech	5
06/16/2014	Dickson	Mary	F	A	50-59	Deafness Resource Specialist	LIFE RUN Center	4
01/20/2015	Gillit	(Joyce)	F	A	60+	Retired Health Care Administrator/Dietitian		5
Third Preference								
11/01/2005	Campbell	Jesse	M	A	40-49	Account Executive Service Sales	Johnson Controls, Inc	4
05/18/2014	McAdoo	Alex	M	AA	40-49	Educator	Wayland Baptist University	5
Fourth Preference								
01/25/2015	Delony	John	M	A	30-39	Administrator, Instructor	Texas Tech School of Law, TTU, LCU	
05/15/2014	McGough	Allison	F	A	40-49	Director of Local Outreach	First United Methodist Church	5
07/01/2005	Trombley	Trudy	F	A	60+		Retired Educator	5

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Secretary/Treasurer Citizen Bustos Ms. Claudia	N	4508 63rd Street Lubbock, TX 79414	Community Health Center of Lubbock 1313 Broadway Lubbock, TX 79401	<i>Curr:</i> 05/22/2014-04/01/2016 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> cbustos@chcl.tachc.org	N	8064386766	8067652611 cbustos@chcl.tachc.org	<i>Fax:</i> 8067652604	
Member Citizen Carr Dr. Brian	Y	3709-22nd Place, Suite C Lubbock, TX 79410		<i>Curr:</i> 04/01/2013-04/01/2016 <i>2nd:</i> 04/01/2010-04/01/2013 <i>Ist:</i>	Y
<i>Email:</i> bha@healingtalk.com	Y	(806) 787-0761	8067953911 bha@healingtalk.com	<i>Fax:</i> 8067952315	
Member Citizen Chekuru Dr. Naidu	Y	5010 21st St. Lubbock, TX 79407	Pulmonary Associates 3621 22nd Street, Suite 400 Lubbock, TX 79410	<i>Curr:</i> 04/01/2013-04/01/2016 <i>2nd:</i> 04/01/2010-04/01/2013 <i>Ist:</i>	N
<i>Email:</i> naidukc1@suddenlink.net	Y	8067962852	8067918484 naidukc1@suddenlink.net	<i>Fax:</i> 8067918438	
Member Citizen Culp Dr. Wayne	N	8502 Oxford Avenue Lubbock, TX 79423		<i>Curr:</i> 04/01/2013-04/01/2016 <i>2nd:</i> 04/01/2010-04/01/2013 <i>Ist:</i>	N
<i>Email:</i> cwculp@suddenlink.net	N	8067949109	cwculp@suddenlink.net	<i>Fax:</i> 8067948993	
Chair Citizen Epstein Dr. Anne	Y	1924 31st Street Lubbock, TX 79411	8067931939 3411 20th Street Lubbock, TX 79410	<i>Curr:</i> 04/01/2013-04/01/2016 <i>2nd:</i> 09/27/2010-04/01/2013 <i>Ist:</i>	Y
<i>Email:</i> acepstein@sbcglobal.net	Y	(806) 765-6751	8067931939 acepstein@sbcglobal.net	<i>Fax:</i> (806) 793-1952	
Member Citizen Hentges Ms. Kae	N	4601 88th St Lubbock, TX 79424		<i>Curr:</i> 04/01/2012-04/01/2015 <i>2nd:</i> 04/01/2009-04/01/2012 <i>Ist:</i> 04/01/2006-04/01/2009	N
<i>Email:</i> KAEHENTGES@YAHOO.COM	N	8067945529		<i>Fax:</i>	
Member Citizen May Dr. Donald	N	P.O. Box 1678 Lubbock, TX 79408	The May Farms PO Box 1678 Lubbock, TX 79408	<i>Curr:</i> 04/01/2014-04/01/2017 <i>2nd:</i> 04/01/2011-04/01/2014 <i>Ist:</i> 01/09/2006-04/01/2009	N
<i>Email:</i> donaldrmay@sbcglobal.net	Y	(806) 543-0678	(806) 543-0678 donaldrmay@sbcglobal.net	<i>Fax:</i> (806) 791-5942	
Member Citizen Presley Dr. Steven	Y	4612 10th Street Lubbock, TX 79416	Texas Tech University Box 41163 Lubbock, TX 79409	<i>Curr:</i> 04/01/2012-04/01/2015 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> steve.presley@ttu.edu	Y	(806) 785-2527	8068850236 steve.presley@ttu.edu	<i>Fax:</i>	
Member Citizen Reid Dr. Ted	N	6038 75th Street Lubbock, TX 79424	Texas Tech University Health Sciences Center 3601 4th Street MS 7217 Lubbock, TX 79430	<i>Curr:</i> 04/01/2012-04/01/2015 <i>2nd:</i> 04/01/2009-04/01/2012 <i>Ist:</i>	N

Confidential

Home

Business

*Reappt
Elig.*

Email:
ted.reid@ttuhsc.edu

N (806) 794-4967
Y (512) 913-1898

(806) 743-2417
ted.reid@ttuhsc.edu

Fax:

CIVIC LUBBOCK, INC.
BOARD OF DIRECTORS

	<u>Lubbock</u>	<u>Lubbock</u>	<u>All</u>	<u>This</u>
	<u>Population</u>	<u>Adult</u>	<u>City</u>	<u>Board</u>
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	77.1%	81.8% (9)
Hispanic	32.6%	27.6%	9.6%	18.2% (2)
African-American	8.7%	7.4%	9.0%	0.0% (0)
Other	3.7%	4.0%	4.3%	0.0% (0)
<u>GENDER</u>				
Male	48.5%	47.0%	73.8%	63.6% (7)
Female	51.5%	53.0%	26.2%	36.4% (4)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	14.9%	10.2%	18.2% (2)
District 2	16.4%	12.7%	4.6%	0.0% (0)
District 3	16.3%	16.1%	13.6%	0.0% (0)
District 4	17.0%	17.0%	18.8%	36.4% (4)
District 5	16.7%	19.4%	29.0%	18.2% (2)
District 6	17.2%	19.9%	19.5%	27.3% (3)
Other/Unknown	0.0%	0.0%	4.3%	0.0% (0)

PURPOSE:

To provide general direction of Civic Lubbock, Inc., a non-profit corporation, with authority to make decisions pursuant to the activities of the corporation; activities of the corporation include the fostering and promotion of cultural, educational and entertainment activities at the Lubbock Memorial Civic Center and Municipal Auditorium-Coliseum and managing the beverage concession operations in these facilities.

REQUIREMENT: Members shall be residents of the City of Lubbock.

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Dotts, Ted (M,A,6)	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Ted Dotts:
James Eppler (M,A,5) Fox 34
Jacob Seideman (M,A,5) GRACO Real Estate Development, Inc.

STAFF/BOARD RECOMMENDATIONS:

To replace Ted Dotts:
James Eppler (M,A,5) Fox 34
Jacob Seideman (M,A,5) GRACO Real Estate Development, Inc.

Thomas Harris - Fwd: James Eppler - Possible Candidate for Civic Lubbock Board

From: Vicki Key
To: Thomas Harris
Date: 2/25/2015 7:57 AM
Subject: Fwd: James Eppler - Possible Candidate for Civic Lubbock Board

Thomas,

Below is one recommendation for a replacement for Ted Dotts. Our Board President, Stephanie Massengale, is in agreement with this recommendation. James has served as a public representative on Civic Lubbock's Entertainment Lubbock Committee for several years, which is helpful for transitioning onto the Board.

Vicki

>>> Don Caldwell <doncaldprod@me.com> 09/02/14 2:29 PM >>>
Hello to All,

I would like for us to consider recommending James Eppler to the city council to fill the position of a future vacated seat on our board. He is young, energetic, well informed and smart. He is in touch with the "Arts and Entertainment Community" and his work experience gives him great insight as to the legitimate needs for moving the scene forward.

He has served faithfully as a member of the Entertainment Lubbock Committee and brought a young man's fresh overview to the committee. In addition to his professional attributes, I think he is a very nice young man and would be a wonderful addition to our board.

Sincerely,
Don



Don Caldwell
P.O. Box 2526
Lubbock, TX 79408
Office: [\(806\) 747-7047](tel:8067477047)
Cell: [\(806\) 790-1011](tel:8067901011)
Fax: [\(806\) 747-5671](tel:8067475671)
doncaldprod@mac.com

From: Vicki Key
To: Thomas Harris
Date: 2/25/2015 2:49 PM
Subject: Another potential candidate for the Civic Lubbock Board

Thomas, here is another suggestion. Vicki

>>> Idris Traylor <idrisha@sbcglobal.net> 2/25/2015 2:46 PM >>>

Vicki, I would like to nominate Jake Seideman, who has asked me about Civic Lubbocktom and is definitely interested. Jake is a Lubbock native, graduate of Texas Tech University, is married with two children. He began his career with Hugo Reed and Associates and is now an officer at GRACO. He is interested in broadening his volunteer service in the community. He has already served on the committee for the Cattle Baron's Ball fundraising event and is currently a member of the City's Appointments Advisory Committee. I am pleased to endorse him.

Do have a lovely weekend ahead.

Best regards.

Idris

**City of Lubbock
Board and Commission Recruiting Database**

Updated: 2/23/2015

Civic Lubbock Inc.

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
First Preference								
09/09/2014	Eppler	James	M	A	30-39	News Anchor	Fox 34	5
09/10/2014	Jackson	Hannah	F	A	30-39	Music Teacher / Musician	Songbird Music Studio	5
03/21/2013	Smith	Peter	M	A	30-39	Banker	Happy State Bank	4
11/25/2013	Wells	Craig	M	A	60+	Vp Business Development	Happy State Bank	4
Second Preference								
09/09/2014	Barnes	Nitra	F	A	50-59	Accounting Manager	City Transit Management dba Citibus	4
09/09/2014	Bridges	Beth	F	A	40-49	Property Manager	South Plains Mall	5
02/03/2015	Dial	Reggie	M	AA	30-39	Program Manager	(806) 747-5937	4
05/21/2014	Knowles	Renessa	F	A	40-49	Mortgage Banker	Peoples Bank	5
09/09/2014	Larson	Bradley	M	A	60+	Semi-Retired corporate finance executive		5
09/12/2014	Lauer	Chris	M	A	30-39	Regional Manager	HB Construction	5
05/15/2014	McGough	Allison	F	A	40-49	Director of Local Outreach	First United Methodist Church	5
03/26/2014	Sullivan	Lauren	F	A	30-39	Director for Office of Student Affairs	TTUHSC School of Nursing	2
Third Preference								
01/15/2015	Chadwell	Christi	F	A	18-29	Communications and Recruiting Coordinator	Texas Tech	2
11/18/2014	Elrod	Shannon	F	A	30-39	Director of Talent Management	United Supermarkets	5
01/08/2015	Herring	Cameron	M	A	30-39	Dentist	Cameron Brian Herring, DDS	4
12/02/2014	Lambert	Matthew	M	A	60+	Senior Director for Rural Health Research	Texas Tech University Health Sciences Center	5
11/05/2010	Watts	Ian	M	A	18-29	Co-Owner/Program Director	Stages of Recovery, Inc.	3
Fourth Preference								
09/09/2014	Grimstead	Tricia	F	A	30-39	Apartment Owner	AG Rentals, LTD	5
09/09/2014	Jackson	Mike	M	A	40-49	Commercial Banker	Happy State Bank	5
01/28/2014	KEEL	JAMES	M	A	30-39	REGISTERED NURSE	STARCARE	3
Fifth Preference								

City of Lubbock
Board and Commission Recruiting Database

Updated: 2/23/2015

Civic Lubbock Inc.

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
---------------------	------------------	-------------------	-------------------	---------------------------	------------	-------------------	-----------------	-----------------

Sixth Preference

12/15/2014	Poole	Stevie	F	A	18-29	Government and Community Relations Specialist	Lubbock Chamber of Commerce	5
------------	-------	--------	---	---	-------	---	-----------------------------	---

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Member			Don Caldwell Productions	<i>Curr:</i> 08/01/2013-08/01/2017	N
Citizen	N	PO Box 2526	PO Box 2526	<i>2nd:</i> 08/01/2009-08/01/2013	
Caldwell		Lubbock, TX 79408	Lubbock, TX 79408	<i>Ist:</i> 10/13/2005-08/01/2009	
Mr. Don					
<i>Email:</i>	N	8068284104	(806) 747-7047	<i>Fax:</i> (806) 747-5671	
doncaldprod@sbcglobal.net	N	8067901011			
Member				<i>Curr:</i> 08/01/2014-08/01/2018	Y
Citizen	Y	4002 16th Street Apt.		<i>2nd:</i>	
Dotts		4203		<i>Ist:</i>	
Mr. Ted		Lubbock, TX 79416			
<i>Email:</i>	Y	8062816413		<i>Fax:</i>	
tbdotts@gmail.com			tbdotts@gmail.com		
Member				<i>Curr:</i> 08/01/2014-08/01/2018	N
Citizen	N	P.O. Box 5911		<i>2nd:</i> 09/27/2010-08/01/2014	
Gutierrez		Lubbock, TX 79408		<i>Ist:</i>	
Mr. Rafael					
<i>Email:</i>	N	7132057260		<i>Fax:</i>	
Vice Chair				<i>Curr:</i> 08/01/2013-08/01/2017	N
Citizen	Y	6914 Nashville Dr		<i>2nd:</i> 08/01/2009-08/01/2013	
Haragan		Lubbock, TX 79413		<i>Ist:</i> 12/13/2005-08/01/2009	
Dr. Donald					
<i>Email:</i>	Y	8067993459	8067420031	<i>Fax:</i> 8067421805	
don.haragan@ttu.edu			don.haragan@ttu.edu		
Member			The Copy Outlet / Miss	<i>Curr:</i> 08/28/2014-08/01/2018	Y
Citizen	N	4407 8th Street	Social Butterfly	<i>2nd:</i>	
Lansdell		Lubbock, Texas 79416	2402 Broadway	<i>Ist:</i>	
Mrs. Kendra			Lubbock, Texas 79401		
<i>Email:</i>	N	(806) 799-4689	(806) 744-7772	<i>Fax:</i> (806) 741-1051	
msocialbutterfly@gmail.com	N	(806) 789-8587	msocialbutterfly@gmail.com		
Chair			Advanced Graphix	<i>Curr:</i> 08/01/2014-08/01/2018	Y
Citizen	Y	4005 95th Street	520 23rd Street	<i>2nd:</i> 12/15/2010-08/01/2014	
Massengale		Lubbock, TX 79423	Lubbock, TX 79404	<i>Ist:</i>	
Ms. Stephanie					
<i>Email:</i>	N	8067980237	8067449998	<i>Fax:</i> 8067442888	
stephanie@advancedgraphix.net	Y	8064386644	stephanie@advancedgraphix.net		
Member				<i>Curr:</i> 08/01/2011-08/01/2015	N
Citizen	Y	4637 89th St		<i>2nd:</i> 08/01/2007-08/01/2011	
Mitemeyer		Lubbock, TX 79424		<i>Ist:</i>	
Ms. Mary Beth					
<i>Email:</i>	Y	8067944200		<i>Fax:</i>	
bmittemeyer@suddenlink.net	Y	8069281372			
Member				<i>Curr:</i> 08/01/2011-08/01/2015	N
Citizen	N	3302 Grinnell		<i>2nd:</i> 08/01/2007-08/01/2011	
Moreno		Lubbock, TX 79415		<i>Ist:</i>	
Mr. Eddie					
<i>Email:</i>	N	8067625654	8067482416	<i>Fax:</i>	
e80moreno@yahoo.com	N	8064381120			
Member				<i>Curr:</i> 08/01/2013-08/01/2017	Y
Citizen	Y	4611 18th St		<i>2nd:</i>	
Prather		Lubbock, TX 79416		<i>Ist:</i>	
Ms. Sammie					

Confidential

Home

Business

*Reappt
Elig.*

Email:
scpeep@gmail.com

Y 8067954563

Fax:

Member			<i>Curr:</i> 09/08/2011-08/01/2015	Y
Citizen	N	4226 97th Place Lubbock, TX 79423	<i>2nd:</i>	
Price			<i>Ist:</i>	
Mr. Phil				

Email: N 8067944288 8067635033 *Fax:*

Member			<i>Curr:</i> 08/01/2011-08/01/2015	Y
Citizen	N	3601 63rd Drive Lubbock, TX 79413	<i>2nd:</i>	
Traylor			<i>Ist:</i>	
Dr. Idris				

Email: N 8067959823 *Fax:*

KEEP LUBBOCK BEAUTIFUL ADVISORY COMMITTEE

	<u>Lubbock Population</u>	<u>Lubbock Adult Population</u>	<u>All City Boards</u>	<u>This Board</u>
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	77.1%	90.9% (10)
Hispanic	32.6%	27.6%	9.6%	9.1% (1)
African-American	8.7%	7.4%	9.0%	0.0% (0)
Other	3.7%	4.0%	4.3%	0.0% (0)
<u>GENDER</u>				
Male	48.5%	49.0%	73.8%	27.3% (3)
Female	51.5%	51.0%	26.2%	72.7% (8)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	14.9%	10.2%	18.2% (2)
District 2	16.4%	12.7%	4.6%	0.0% (0)
District 3	16.3%	16.1%	13.6%	18.2% (2)
District 4	17.0%	17.0%	18.8%	9.1% (1)
District 5	16.7%	19.4%	29.0%	18.2% (2)
District 6	17.3%	19.9%	19.5%	36.4% (4)
Other/Unknown	0.0%	0.0%	4.3%	0.0% (0)

PURPOSE:

Work with the Keep America Beautiful System, which includes Keep Texas Beautiful; to preserve a beautiful and sanitary environment that is beneficial to the health, safety and welfare of the citizens of Lubbock.

QUALIFICATIONS: All members shall be appointed at large from within the corporate limits of the City of Lubbock

APPOINTMENT INFORMATION:

<u>Member Name & Demographic Facts</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Barnes, Nitra (F,A,4)	67%	Y	Reappoint/Replace
Horkey-Wolff, Kathryn (F,A,6)	83%	Y	Reappoint
King, Suzanne (F,A,6)	50%	Y	Reappoint/Replace
Low, Lisa (F,A,5)	80%	Y	Reappoint
Meyer, Marie (F,A,3)	100%	Y	Reappoint
Robertson, Barbara (F,A,1)	50%	Y	Reappoint/Replace
Sanchez, Alfonso (M,H,5)	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To reappoint Nitra Barnes, Kathryn Horkey-Wolff, Lisa Low, and Marie Meyer

KEEP LUBBOCK BEAUTIFUL ADVISORY COMMITTEE – CONTINUED:

To replace Suzanne King, Barbara Robertson, and Alfonso Sanchez:

Christi Caldwell (F,A,2) Texas Tech

Shanna Hargrave (Application Pending)

David Lloyd, Sr. (M,A,5) Software-Accounting

City of Lubbock
Board and Commission Recruiting Database

Updated: 2/23/2015

Keep Lubbock Beautiful Advisory Committee

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
First Preference								
Second Preference								
01/15/2015	Chadwell	Christi	F	A	18-29	Communications and Recruiting Coordiantor	Texas Tech	2
09/10/2014	Lloyd, Sr.	David	M	A	60+	Retired	Software-Accounting	5
Third Preference								
09/10/2014	Jackson	Hannah	F	A	30-39	Music Teacher / Musician	Songbird Music Studio	5
Fourth Preference								
09/17/2014	Childs	Julie	F	A	40-49	Commercial Realtor	RE/MAX Commercial Real Estate	5
11/19/2014	Lewis	Sheri	F	A	50-59	Associate director & media advisor	Texas Tech University -- Student Media	4
03/26/2014	Sullivan	Lauren	F	A	30-39	Director for Office of Student Affairs	TTUHSC School of Nursing	2
Fifth Preference								
09/11/2014	Isom	Travis	M	A	18-29	Manager	Isom Company	3
01/28/2014	KEEL	JAMES	M	A	30-39	REGISTERED NURSE	STARCARE	3
08/25/2014	Tracy	Monica	F	H	30-39	Investigator	(806) 543-7279	2
Sixth Preference								
05/15/2014	McGough	Allison	F	A	40-49	Director of Local Outreach	First United Methodist Church	5

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Member			City Transit Management	<i>Curr:</i> 05/01/2013-04/01/2015	Y
Barnes	N	4512 62nd	dba Citibus	<i>2nd:</i>	
Mrs. Nitra		Lubbock, TX 79414	801 Texas Ave	<i>Ist:</i>	
			Lubbock, TX 79401		
<i>Email:</i>	N	(806) 407-5530	(806) 712-2000	<i>Fax:</i> (806) 712-2012	
nitrakiddbarnes@gmail.com	N	(806) 789-4078	nbarnes@citibus.com		
Member			McPherson Cellars	<i>Curr:</i> 04/24/2014-04/01/2016	Y
Citizen	N	3520 24th	1615 Texas Ave	<i>2nd:</i>	
Duke		Lubbock, TX 79410	Lubbock, TX 79401	<i>Ist:</i>	
Ms. Aundi					
<i>Email:</i>	N	8066200409	(806) 687-9463	<i>Fax:</i>	
aundiduke@gmail.com			aundi@mcphersoncellars.com		
Member			Texas Tech Athletics	<i>Curr:</i> 01/22/2015-04/01/2016	Y
Citizen	N	4510 8th St.	2526 6th St	<i>2nd:</i>	
Holland		Lubbock, Texas 79416	Lubbock, Texas 79409	<i>Ist:</i>	
Ms. Paige					
<i>Email:</i>	N	(806) 535-1699	(806) 834-3075	<i>Fax:</i>	
paige.holland@ttu.edu	N	(806) 535-1699	Paige.holland@ttu.edu		
Member			Earth Angel	<i>Curr:</i> 04/01/2013-04/01/2015	Y
	Y	4818 16th Street	4818 16th Street	<i>2nd:</i> 05/10/2011-04/01/2013	
Horkey-Wolff		Lubbock, TX 79416	Lubbock, TX 79416	<i>Ist:</i>	
Ms. Kathryn					
<i>Email:</i>	Y	8067976493	8069284756	<i>Fax:</i>	
kathyhw@suddenlink.net			earthangel4818@me.com		
Member				<i>Curr:</i> 04/01/2013-04/01/2015	Y
	N	4519 11th Street		<i>2nd:</i>	
King		Lubbock, TX 79416		<i>Ist:</i>	
Mrs. Suzanne					
<i>Email:</i>	N	8067997980		<i>Fax:</i>	
suziek1@aol.com	N	8062396346	suziek1@aol.com		
Member			8064389089	<i>Curr:</i> 04/01/2014-04/01/2016	Y
Citizen	N	6315 Duke	6315 Duke	<i>2nd:</i> 02/28/2013-04/01/2014	
Langford		Lubbock, TX 79416	Lubbock, TX 79416	<i>Ist:</i>	
Mr. Curt					
<i>Email:</i>	N	(806) 793-9131	8064389089	<i>Fax:</i>	
curt.langford@balfour.com	N	(806) 438-9089	curt.langford@balfour.com		
Member			Texas Tech Alumni	<i>Curr:</i> 11/21/2013-04/01/2015	Y
Citizen	Y	8615 Utica Avenue	Association	<i>2nd:</i>	
Low		Lubbock, TX 79424	P.O. Box 45001	<i>Ist:</i>	
Ms. Lisa			Lubbock, TX 79409		
<i>Email:</i>	Y	8062529085	8067423641	<i>Fax:</i> 8067423604	
lisao.low@ttu.edu			lisa.low@ttu.edu		
Member				<i>Curr:</i> 04/01/2013-04/01/2015	Y
	N	5703 Geneva		<i>2nd:</i> 08/23/2012-04/01/2013	
Meyer		Lubbock, TX 79413		<i>Ist:</i>	
Mrs. Marie					
<i>Email:</i>	N	8067974190		<i>Fax:</i>	
marie.meyer6@gmail.com	N	8067787491	marie.meyer6@gmail.com		
Member				<i>Curr:</i> 04/01/2013-04/01/2015	Y
	N	3007 Mesa Road		<i>2nd:</i>	
Robertson		Lubbock, TX 79403		<i>Ist:</i>	
Ms. Barbara					

Confidential

[Home](#)

[Business](#)

*Reappt
Elig.*

<i>Email:</i> bbr1125@msn.com	N	8064411148		<i>Fax:</i>		
Member			Texas Tech University	<i>Curr:</i>	08/28/2014-06/01/2016	Y
Citizen	N	2430 29th Street	library	<i>2nd:</i>		
Rohrig		Lubbock, Texas 79411	18th & Boston	<i>Ist:</i>		
Mr. Thomas			Lubbock, Texas 79409			
<i>Email:</i> colorado1954@gmail.com	N	(806) 787-2917	(806) 834-2632	<i>Fax:</i>	(806) 742-1964	
	N	(806) 787-2917	tom.rohrig@ttu.edu			
Chair			TTU	<i>Curr:</i>	04/01/2013-04/01/2015	N
	N	6912 91st St	1301 Akron Avenue	<i>2nd:</i>	04/01/2011-04/01/2013	
Sanchez		Lubbock, TX 79424	Lubbock, TX 79409	<i>Ist:</i>	04/19/2010-04/01/2011	
Dr. Alfonso						
<i>Email:</i> alfonso.sanchez.s@gmail.com	N	(806) 789-3177	(806) 834-7349	<i>Fax:</i>		
	N	(806) 789-1377	alfonso.sanchez@ttu.edu			

NORTH OVERTON TAX INCREMENT FINANCING REINVESTMENT ZONE

	<u>Lubbock Population</u>	<u>Lubbock Adult Population</u>	<u>All City Boards</u>	<u>This Board</u>
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	77.1%	100.0% (4)
Hispanic	32.6%	27.6%	9.6%	0.0% (0)
African-American	8.7%	7.4%	9.0%	0.0% (0)
Other	3.7%	4.0%	4.3%	0.0% (0)
<u>GENDER</u>				
Male	48.5%	47.0%	73.8%	100.0% (4)
Female	51.5%	53.0%	26.2%	0.0% (0)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	14.9%	10.2%	0.0% (0)
District 2	16.4%	12.7%	4.6%	0.0% (0)
District 3	16.3%	16.1%	13.6%	25.0% (1)
District 4	17.0%	17.0%	18.8%	25.0% (1)
District 5	16.7%	19.4%	29.0%	50.0% (2)
District 6	17.2%	19.9%	19.5%	0.0% (0)
Other/Unknown	0.0%	0.0%	4.3%	0.0% (0)

PURPOSE:

To encourage development and redevelopment in the North Overton area. Responsible for administering the North Overton Tax Increment Financing Reinvestment Zone throughout it's 30-year life span and for recommending projects to be financed by the district with the approval of the City Council.

QUALIFICATIONS: Members of this board must be at least 18 years of age and owners of real property in the TIF zone or employees or agents of someone who owns property in the zone.

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Metcalfe, Kurt (M,A,4)	N/A	Y	Reappoint
Rushing, Don (M,A,4)	N/A	N/A	Replace
Thrash, Howard (M,A,3)	100%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To reappoint Kurt Metcalf and Howard Thrash

To replace Don Rushing:

Patrick Murfee (M,A,3) Murfee and Sons, Inc.

**City of Lubbock
Board and Commission Recruiting Database**

Updated: 1/20/2015

North Overton Tax Increment Finance District

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
First Preference								
08/23/2005	Camp-Romero	William	M	AI	50-59		Retired	4
01/15/2015	Hankson	Charles	M	AA	60+	Retired	Goulds Pump	7
07/08/2013	McKenzie	Robert	M	AA	50-59	President/CEO	Attitude Incorporated	4
06/01/2010	Owen	Burley	M	A	60+	Equipment Repair	Burley Owen	3
01/15/2015	Peel	Michael	M	A	40-49	Sales	Benchmark	7
Second Preference								
Third Preference								
03/11/2013	Caffey	Ron	M	A	40-49	Owner	Comet Cleaners	5
	Gonzales	Armando	M	H	50-59			2
05/08/2013	Lamb-Vines	Danna	F	A	50-59	Massage Therapist/ Personal Assistant	Blue Moon Massage	3
01/01/2007	Lewis	Sheri	F	A	40-49	Associate Director	TTU Student Media	4
Fourth Preference								
09/10/2014	Dial	Reggie	M	AA	30-39	Project Manager	North & East Lubbock C.D.C	4
02/25/2010	Jones	Tommy	M	A	50-59	Sales	Firetrol Protection Systems	3
06/16/2009	Medrano	Johnnie	M	H	18-29	Banker	Plains Capital Bank	4
05/26/2006	Perez	Jody	M	H	50-59		JMP Consultants	4
Fifth Preference								
Sixth Preference								

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Chair			McWhorter, Cobb & Johnson	<i>Curr:</i> 03/01/2014-03/01/2016	Y
Member	Y	4909 93rd St Lubbock, TX 79424	1722 Broadway Lubbock, TX 79401	<i>2nd:</i> 03/01/2012-03/01/2014 <i>Ist:</i> 03/01/2010-03/01/2012	
Driskill Mr. Jack				<i>Fax:</i> 8067628014	
<i>Email:</i> jdriskill@mcjllp.com	Y	8067945207	8067620214 jdriskill@mcjllp.com		
Member			Overton Hotel	<i>Curr:</i> 01/08/2015-03/01/2015	Y
Member	N	5713 76th Lubbock, TX 79424	2322 Mac Davis Ln. Lubbock, TX 79401	<i>2nd:</i> <i>Ist:</i>	
Metcalf Mr. Kurt				<i>Fax:</i> (806) 776-7003	
<i>Email:</i> kurtmetcalf@overtonhotel.com	N	(806) 319-3449	(806) 776-7011 kurtmetcalf@overtonhotel.com		
Member			Lubbock Commercial Buildings	<i>Curr:</i> 03/01/2013-03/01/2015	Y
Member	Y	3801 107th St Lubbock, TX 79423	2737 82nd St Lubbock, TX 79423	<i>2nd:</i> 03/01/2011-03/01/2013 <i>Ist:</i> 03/01/2009-03/01/2011	
Rushing Mr. Don				<i>Fax:</i> 8067487375	
<i>Email:</i> don@lubbocklease.com	Y	8067457984	8067487310 don@lubbocklease.com		
Member			H.G. Thrash Clothing	<i>Curr:</i> 03/01/2013-03/01/2015	Y
Member	Y	3001 24th Street Lubbock, TX 79410	2010 Broadway Lubbock, TX 79410	<i>2nd:</i> 03/01/2011-03/01/2013 <i>Ist:</i> 05/28/2009-03/01/2011	
Thrash Mr. Howard				<i>Fax:</i> 8067444271	
<i>Email:</i> howard@hgthrash.com	Y	8067926998	8067410303 howard@hgthrash.com		



Regular City Council Meeting

6. 12.

Meeting Date: 03/26/2015

Information

Agenda Item

Board Appointment - City Secretary: Appoint the Chairperson of the Central Business District Tax Increment Financing Reinvestment Zone Board of Directors for calendar year 2015, with the term ending on December 31, 2015.

Item Summary

Per Section 311.009 (f) of the State of Texas Tax Code, "Each year the governing body of the municipality or county that created the zone shall appoint one member of the board to serve as chairman." The current Chairperson is Robert Taylor, and he is willing to serve another term as Chair for the Board.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Board Appointment - Central Business District TIF

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Member			Cardinal Sports Center	<i>Curr:</i> 01/01/2015-01/01/2017	Y
Member	Y	4004 110th Street	6524 Slide Road	<i>2nd:</i> 01/01/2013-01/01/2015	
Cardinal		Lubbock, TX 79423	Lubbock, TX 79424	<i>Ist:</i> 01/01/2011-01/01/2013	
Mr. Tony					
<i>Email:</i>	Y	8067988220	8067656645	<i>Fax:</i> 8067633927	
tcardinal@cardsports.net	Y	8067906645	tcardinal@cardsports.net		
Member			PREM INDUSTRIES LLC	<i>Curr:</i> 01/24/2014-01/01/2016	Y
Member	Y	4803 102nd STREET	6021 AVE A.	<i>2nd:</i>	
PATEL		LUBBOCK, TX 79424	LUBBOCK, TX 79404	<i>Ist:</i>	
Mr. HENRY					
<i>Email:</i>	Y	(806) 794-9227	(806) 745-6651	<i>Fax:</i> (806) 745-2916	
henry@premsales.net	Y	(806) 438-6252	henry@premsales.net		
Member			Benchmark Business	<i>Curr:</i> 01/01/2014-01/01/2016	Y
Member	N	3211 21st St	Solutions	<i>2nd:</i> 08/23/2012-01/01/2014	
Pope		Lubbock, TX 79410	1607 Broadway	<i>Ist:</i>	
Mr. Daniel			Lubbock, TX 79401		
<i>Email:</i>	N	8067939847	8067448744	<i>Fax:</i> 8067444707	
dpope@benchmarkwtx.com			dpope@benchmarkwtx.com		
Chair				<i>Curr:</i> 01/01/2014-01/01/2016	Y
Member	Y	4608 96th Street		<i>2nd:</i> 01/01/2012-01/01/2014	
Taylor		Lubbock, TX 79424		<i>Ist:</i> 01/01/2010-01/01/2012	
Mr. Robert					
<i>Email:</i>	N	8067940308		<i>Fax:</i>	
Member				<i>Curr:</i> 01/01/2015-01/01/2017	N
Member	N	Vacant		<i>2nd:</i>	
Vacant		Vacant, Vacant 79401		<i>Ist:</i>	
Dr. Vacant					
<i>Email:</i>	N	(000) 000-0000		<i>Fax:</i>	
thharris@mylubbock.us	N	(000) 000-0000			



Regular City Council Meeting

6. 13.

Meeting Date: 03/26/2015

Information

Agenda Item

Board Appointment - City Secretary: Appoint the Chairperson of the Lubbock Business Park Tax Increment Financing Reinvestment Zone Board of Directors for calendar year 2015, with the term ending on December 31, 2015.

Item Summary

Per Section 311.009 (f) of the State of Texas Tax Code, "Each year the governing body of the municipality or county that created the zone shall appoint one member of the board to serve as chairman." The current Chairperson is Sandy Henry, and she is willing to serve another term as Chair for the Board.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Board Appointment - Lubbock Business Park TIF

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Member			City Bank	<i>Curr:</i> 01/01/2015-01/01/2017	Y
Member	N	5215 90th Street	5506 4th Street	<i>2nd:</i> 01/01/2013-01/01/2015	
Garza		Lubbock, TX 79424	Lubbock, TX 79416	<i>Ist:</i>	
Mr. Sonny					
<i>Email:</i> sonnygarza@citybanktexas.com	N	8064702470	8066879925	<i>Fax:</i> 8066876031	
			sonnygarza@citybanktexas.com		
Member			8067455263	<i>Curr:</i> 01/01/2015-01/01/2017	Y
Member	Y	6726 76th Street	901 East 66th Street	<i>2nd:</i> 01/01/2013-01/01/2015	
Gillit		Lubbock, TX 79424	Lubbock, TX 79404	<i>Ist:</i> 03/25/2010-01/01/2013	
Mr. Les					
<i>Email:</i> lgillit@standardsales.com	Y	8067943553	lgillit@standardsales.com	<i>Fax:</i>	
Chair			Science Spectrum	<i>Curr:</i> 01/01/2015-01/01/2017	Y
Member	Y	3302 43rd Street	2579 South Loop 289,	<i>2nd:</i> 01/01/2013-01/01/2015	
Henry		Lubbock, TX 79413	Suite 250	<i>Ist:</i> 03/25/2010-01/01/2013	
Mrs. Sandy			Lubbock, TX 79423		
<i>Email:</i> sandy@sciencespectrum.org	Y	8067992042	8067481040	<i>Fax:</i> 8067451115	
			sandy@sciencespectrum.org		
Vice Chair			1600 Broadway	<i>Curr:</i> 01/01/2014-01/01/2016	Y
Member	Y	4621 91st Street	4412 74th Street B100	<i>2nd:</i> 01/01/2012-01/01/2014	
Sharbutt		Lubbock, TX 79424	Lubbock, TX 79424	<i>Ist:</i> 01/14/2010-01/01/2012	
Mr. David					
<i>Email:</i> dsharbutt@zona.net	Y	8067830133	dsharbutt@zona.net	<i>Fax:</i>	
	Y	8064387707			
Member			Prosperity Bank	<i>Curr:</i> 01/01/2014-01/01/2016	Y
Member	Y	4618 86th Street	P.O. Box 1401	<i>2nd:</i> 01/01/2012-01/01/2014	
Whitehead		Lubbock, TX 79424	Lubbock, TX 79401	<i>Ist:</i> 01/14/2010-01/01/2012	
Mr. Tony					
<i>Email:</i> tony.whitehead@prosperitybanktx.com	Y	8067947028	8067412110	<i>Fax:</i> 8067475843	
			tony.whitehead@prosperitybanktx.com		



Regular City Council Meeting

6. 14.

Meeting Date: 03/26/2015

Information

Agenda Item

Board Appointment - City Secretary: Appoint the Chairperson of the North Overton Tax Increment Financing Reinvestment Zone Board of Directors for calendar year 2015, with the term ending on December 31, 2015.

Item Summary

Per Section 311.009 (f) of the State of Texas Tax Code, "Each year the governing body of the municipality or county that created the zone shall appoint one member of the board to serve as chairman." The current Chairperson is Jack Driskill, and he is willing to serve another term as Chair for the Board.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Board Appointment - North Overton TIF

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Chair			McWhorter, Cobb & Johnson	<i>Curr:</i> 03/01/2014-03/01/2016	Y
Member	Y	4909 93rd St Lubbock, TX 79424	1722 Broadway Lubbock, TX 79401	<i>2nd:</i> 03/01/2012-03/01/2014 <i>Ist:</i> 03/01/2010-03/01/2012	
Driskill Mr. Jack				<i>Fax:</i> 8067628014	
<i>Email:</i> jdriskill@mcjllp.com	Y	8067945207	8067620214 jdriskill@mcjllp.com		
Member			Overton Hotel	<i>Curr:</i> 01/08/2015-03/01/2015	Y
Member	Y	5713 76th Lubbock, TX 79424	2322 Mac Davis Ln. Lubbock, TX 79401	<i>2nd:</i> <i>Ist:</i>	
Metcalf Mr. Kurt				<i>Fax:</i> (806) 776-7003	
<i>Email:</i> kurtmetcalf@overtonhotel.com	N	(806) 319-3449	(806) 776-7011 kurtmetcalf@overtonhotel.com		
Member			Lubbock Commercial Buildings	<i>Curr:</i> 03/01/2013-03/01/2015	Y
Member	Y	3801 107th St Lubbock, TX 79423	2737 82nd St Lubbock, TX 79423	<i>2nd:</i> 03/01/2011-03/01/2013 <i>Ist:</i> 03/01/2009-03/01/2011	
Rushing Mr. Don				<i>Fax:</i> 8067487375	
<i>Email:</i> don@lubbocklease.com	Y	8067457984	8067487310 don@lubbocklease.com		
Member			H.G. Thrash Clothing	<i>Curr:</i> 03/01/2013-03/01/2015	Y
Member	Y	3001 24th Street Lubbock, TX 79410	2010 Broadway Lubbock, TX 79410	<i>2nd:</i> 03/01/2011-03/01/2013 <i>Ist:</i> 05/28/2009-03/01/2011	
Thrash Mr. Howard				<i>Fax:</i> 8067444271	
<i>Email:</i> howard@hgthrash.com	Y	8067926998	8067410303 howard@hgthrash.com		

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.