City of Lubbock, Texas
Regular City Council Meeting
Thursday, September 11, 2014

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

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

http://www.mylubbock.us

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

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

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

2:30 p.m. -- City Council convenes in open session, and recesses into executive session to consider items 1.-1.3.3.

5:15 p.m. -- City Council reconvenes in open session to consider items 2.-7.

1. **Executive Session**

1. 1. Hold an executive session in accordance with Texas Government Code, Section 551.071, to discuss pending or contemplated litigation or settlement agreement, and hold a consultation with attorney.

1. 1. 1. Case No. 2013-508,039-City of Lubbock v. Lubbock Omni Office, Inc. et. al.

1. 2. Hold an executive session in accordance with the Texas Government Code, Section 551.072, to deliberate the purchase, exchange, lease, or value of real property.

1. 2. 1. Omni Building, 1206 14th Street, Lubbock, Texas

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

1. 3. 1. City Attorney

1. 3. 2. City Manager

1. 3. 3. City Secretary

2. **Proclamations and Presentations**

2. 1. Invocation by Pastor Pat Githens, Genesis Baptist Fellowship Church

2. 2. Pledges of Allegiance

2. 3. Presentation of a special recognition as September being Childhood Cancer Awareness month.

2. 4. Presentation of a special recognition honoring American Tribute Flag Field and Lubbock's First Responders.

3. **Citizen Comments - Any citizen wishing to appear before any regular meeting of the City Council to speak:**

- **shall contact the City Manager's Office of that fact to provide the City Manager's Office the subject matter that will be addressed, no later than seventy-five (75) hours before the meeting at which the citizen wishes to appear; or**
- **shall sign up to speak at the City Council meeting itself in regard to any item posted on the City Council agenda under the "Citizen Comment Period."**

Or, a citizen may sign up to speak at the City Council meeting itself on a topic that is not posted on the agenda under the "Open Citizen Comment" period.

REFER TO SUPPLEMENTAL AGENDA: CITIZEN COMMENT

4. **Minutes**

4. 1. Regular City Council Meeting August 14, 2014

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 38 amending the FY 2013-14 budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the United States Department of Justice (DOJ) for the Justice Assistance Grant (JAG); accept and appropriate funding from the Texas Department of Transportation (TxDOT) for the Safety City - Teaching Kids to be Street Smart Grant; providing for filing; and providing for a savings clause.

5. 2. **Budget Amendment Ordinance 1st Reading - Finance:** Consider Budget Ordinance amendment 39 amending the FY 2013-14 budget for municipal purposes respecting the Airport Fund and the General Fund to amend budget amendment 36 as approved in Ordinance 2014-O0104; providing for filing; and providing for a savings clause.

5. 3. **Budget Amendment Ordinance 1st Reading - Finance:** Consider Budget Ordinance Amendment 40 amending the FY 2013-14 budget for municipal purposes respecting the Vintage Township Public Improvement District; providing for filing; and providing for a savings clause.

5. 4. **Budget Amendment Ordinance 1st Reading - Finance:** Consider Budget Ordinance Amendment 41 amending the FY 2013-14 budget for municipal purposes respecting the Abandoned Motor Vehicle Fund to appropriate additional funding; the Animal Assistance Fund to appropriate additional funding; providing for filing; and providing for a savings clause.

5. 5. **Budget Amendment Ordinance 1st Reading - Finance:** Consider Budget Ordinance Amendment 42 amending the FY 2013-14 budget for municipal purposes respecting the General Fund to appropriate additional funding; providing for filing; and providing for a savings clause.

5. 6. **Budget Amendment Ordinance 1st Reading - Finance:** Consider Budget Ordinance Amendment 43 amending the FY 2013-14 budget for municipal purposes respecting the General Fund to increase expenditures; providing for filing; and providing for a savings clause.

5. 7. **Ordinance 2nd Reading – Right-of-Way**: Consider Ordinance 2014-O0121 abandoning and closing two underground utility, pedestal and meter easements located on Lots 13 and 15, Castellina Addition, 4501 19th Street, Lubbock, Texas.

5. 8. **Resolution - Right-of-Way**: Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock an easement from Frenship Independent School District, regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located out of Tract A, Frenship Middle School, Lubbock County, Texas.

5. 9. **Resolution - Public Works:** Consider a resolution authorizing the Mayor to execute a Professional Services Contract with Parkhill Smith and Cooper, Inc., of Lubbock, Texas for the completion of the design for Phase 2 of the Northwest Lubbock Drainage Improvements Project 92174.

5. 10. **Resolution – Public Works Engineering**: Consider a resolution authorizing the Mayor to execute contract 12004 Professional Services Agreement with Freeze and Nichols Inc. (FNI), for the Final Design and Bidding of the Southeast Water Reclamation Plant (SEWRP) Emergency Generator Project.

5. 11. **Resolution - Human Resources**: Consider five resolutions authorizing the Mayor to execute contract 11911 with Texas Premier Staffing Source, Inc.; contract 11996 with itsQuest, Inc.; contract 11997 with Elwood Staffing Services, Inc.; contract 11998 with Staffing Consultants of Lubbock, Inc. d/b/a Express Employment Professionals; and contract 11999 with A.L. Staffing d/b/a Spherion Staffing, for temporary employment services, RFP 14-11911-DT.

5. 12. **Resolution - Risk Management:** Consider a resolution authorizing the City Manager to purchase workers' compensation coverage through Texas Political Subdivisions Workers' Compensation Joint Self-Insurance.

5. 13. **Resolution - Facilities**: Consider a resolution authorizing the Mayor to execute contract 11970 with CS Advantage USAA, Inc., for the roof replacement and envelope repairs at Municipal Hill, RFP 14-11970-TF.

5. 14. **Resolution - Telecommunications**: Consider a resolution authorizing the Mayor to execute a purchase order contract with AT&T Global Services for Telephone System Upgrades.

5. 15. **Ordinance 2nd Reading – Planning**: Consider Ordinance 2014-O0111 for Zone Case 1054-E, a request of The Home Depot to amend the conditions of Ordinance 2005-00033 to allow for an outside display of products on Lot 3B, Caprock Addition, 2615 50th Street.

5. 16. **Ordinance 2nd Reading – Planning**: Consider Ordinance 2014-O0112, for Zone Case 1913-D, a request of Zac Garth, for Gene McGuire, for a zoning change from GO to C-2A on Tracts A and B, McGuire Realty Plaza Addition, 2401 West Loop 289.

5. 17. **Ordinance 2nd Reading – Planning**: Consider Ordinance 2014-O0113, for Zone Case 1811-F, a request of Wooden Law Firm, P.C., for Verizon Wireless, for a zoning change from C-2 to C-2 Specific Use for a telecommunications tower on the west 40 feet of Lot 16, Iris Gardens Addition, 3311 83rd Street.

5. 18. **Ordinance 2nd Reading – Planning**: Consider Ordinance 2014-O0114, for Zone Case 2298-A, a request of Joe Ramirez for a zoning change from R-3 to R-2 on Lots 1 through 4, Johnson Addition, 2102, 2104, 2108, and 2110 Avenue K.

5. 19. **Ordinance 2nd Reading – Planning**: Consider Ordinance 2014-O0115, for Zone Case 2712-A, a request of Stone Collision Center, for Jimmy Stone, to amend the conditions of Ordinance 9651 to allow a body shop and all unconditionally permitted C-3 uses on the west 50 feet of Tract A and Tract B, South University Addition, 6701 University Avenue.

5. 20. **Ordinance 2nd Reading – Planning**: Consider Ordinance 2014-O0120, for Zone Case 3039-A, a request of Scott Collier, for YWCA, for a zoning change from R-1 to A-2 Specific Use on Lot 1, Swim Club Addition, 6204 Elgin Avenue.

5. 21. **Ordinance 2nd Reading – Planning**: Consider Ordinance 2014-O0116, for Zone Case 1786-C, a request of Scott Collier, for JMO Development, LP, for a zoning change from C-2 to C-4 limited to a pawn shop on the north 150 feet of Lot A-1-B-4-B, University Pines Addition, north of 98th Street and west of University Avenue.

5. 22. **Ordinance 2nd Reading – Planning**: Consider Ordinance 2014-O0117, for Zone Case 3067-B, a request of Hugo Reed and Associates, Inc., for Egenbacher Real Estate, for a zoning change from C-3 Specific Use to CB-2 Specific Use for a shopping center on Lot 1B-2, Overton Park Addition, 2407 9th Street.

5. 23. **Ordinance 2nd Reading – Planning**: Consider Ordinance 2014-O0118, for Zone Case 3096-C, a request of Hugo Reed and Associates, Inc., for Abbey Glen Partners, LLC, for a zoning change from A-2 to GO and R-1 Specific Use to R-1 Specific Use for garden homes on 8 acres of unplatted land out of Block E-2, Section 25, west of Slide Road and north of 114th Street.

5. 24. **Ordinance 2nd Reading – Planning**: Consider Ordinance 2014-0119, for Zone Case 3116-F, a request of Hugo Reed and Associates, Inc., for FP Investors 1, LLC, to amend the conditions of Ordinance 2009-O0038 to allow reduced setbacks on 47.3 acres of unplatted land out of Block AK, Section 4, south of 130th Street, north of 135th Street, east of Norfolk Avenue, and west of Indiana Avenue.

5. 25. **Resolution - Municipal Court**: Consider a resolution authorizing the Mayor to execute a contract 11102, an Interlocal Agreement between the City of Lubbock, Lubbock Independent School District (LISD), and Lubbock County to approve continued funding of the Specialized Treatment and Rehabilitation (S.T.A.R.) Program for FY 2014-15.

6. **Regular Agenda**

6. 1. **Public Hearing 5:30 p.m. – Planning**: Conduct a public hearing and consider a petition for annexation from SWLLD, LLC to annex a parcel approximately 206 acres adjacent to the city limits south of 130th Street (FM 1585) west of Frankford Avenue.

6. 2. **Public Hearing 5:30 p.m. – Planning**: Conduct a public hearing and consider a petition for annexation from 1585 Development, LLC, W.D. Vardeman, Raymond Dean Vardeman, Wendell Keith Vardeman, and Holly Joy Vardeman Schellhase to annex a parcel approximately 287.318 acres adjacent to the City limits south of 130th Street (FM 1585) east of Indiana Avenue.

6. 3. **Public Hearing 5:30 p.m. – Planning**: Conduct a public hearing and consider a petition for annexation from Slide & 1585, LLC, Capricho Interiors, LLC, JJ Miller Enterprises, LLC, and Cash Register Services, Inc, to annex a parcel approximately 187.275 acres adjacent to the city limits south of 130th Street (FM 1585) west of Slide Road (FM 1730).

6. 4. **Public Hearing 5:30 p.m. – Planning**: Conduct a public hearing and consider a petition for annexation from George H. McMahan to annex a parcel approximately 95.4 acres adjacent to the city limits south of 114th Street east of Frankford Avenue.

6. 5. **Public Hearing 5:30 p.m. - Finance:** Hold a public hearing to consider the 2014 assessment rate for the Valencia Public Improvement District (PID), generally bounded by 85th Street on the north, 88th Place on the south, Iola Avenue on the east, and Milwaukee Avenue on the west.

6. 6. **Ordinance 1st Reading - Finance:** Consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Valencia Public Improvement District; approving, adopting, and filing with the City Secretary the Assessment Roll; closing the hearing and levying assessments based on the Service Plan for the cost of certain services and/or improvements to be provided in the PID during FY 2014-15.

6. 7. **Ordinance 2nd Reading - Finance**: Ordinance 2014-O0122 approving and adopting a budget for Fiscal Year 2014-15; approving summary of estimated and forecasted revenues, appropriation, and utilization of net assets for all funds of the City; providing for necessary transfers of funds between accounts and departments, if required; authorizing reduction of spending by City Manager if necessary; providing for filing of adopted budget; establishing Civic Service classifications and positions; appropriating funds for the Fiscal Year 2014-15 Operating Budget and Capital Program of the City of Lubbock; approving inclusion of equipment and property to be purchased as a part of the master lease program; authorizing the Mayor to appropriate certain funding during a duly declared state of disaster; approving all permit, license, fees, and charges for service recommended to be adjusted; approving the pay plan and positions; amending Subsection 22.04.041(b) of the Code of Ordinances of the City of Lubbock by revising wastewater rates contained therein and providing an effective date for such; amending Subsection 22.06.051(b) of the Code of Ordinances of the City of Lubbock by revising Solid Waste landfill rates as contained therein; amending Subsection 22.03.084 of the Code of Ordinances of the City of Lubbock by revising water rates as contained therein and providing an effective date for such; accepting the budgets for Lubbock Economic Development Alliance, Market Lubbock, Inc., Civic Lubbock, Inc., and Vintage Township Public Facilities Corporation; finding that proper notice of meeting provided by law and ratifying such; providing for publication; and providing for a savings clause.

6. 8. **Resolution - Finance:** Consider a resolution ratifying the adoption of the FY 2014-15 budget that raises more tax revenue than was generated in the previous year.

6. 9. **Ordinance 2nd Reading - Finance:** Consider Ordinance 2014-O0123 setting the tax rate and levying a tax upon all property subject to taxation with the City of Lubbock for 2014; apportioning said levy among the various funds and items for which revenue must be raised; fixing the times in which said taxes shall be paid and assessing penalty and interest for nonpayment of such taxes within the time provided.

6. 10. **Resolution - Finance**: Consider a resolution amending the allocation of the Hotel Occupancy Tax Revenues for FY 2014-15 and distributing receipts, net collection expenses, as authorized in Subsection 18.03.001(b)(2) of the Code of Ordinances of the City of Lubbock.

6. 11. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a street-use license with Texas Tech University for an "Urban Stage Event," for the use of Avenue J, between Main Street and Broadway Avenue on October 25, 2014 - November 8, 2014.

6. 12. **Resolution - City Manager:** Consider a resolution amending rules and procedures for the citizen comment period at regular City Council meetings.

6. 13. **Resolution - Lubbock Power & Light:** Discuss and take action regarding modifications to the Lubbock Power & Light (LP&L) Electric Rate/Tariff Schedule and consider an order and resolution amending the current rate/tariff schedule of LP&L, the City of Lubbock's municipally owned electric utility, applicable to all rate classes, effective October 1, 2014.

7. **Open Citizen Comment**

Regular City Council Meeting **2. 1.**

Meeting Date: 09/11/2014

Submitted By: Jennifer Clements, City Secretary

Information

Summary

Invocation by Pastor Pat Githens, Genesis Baptist Fellowship Church

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Regular City Council Meeting **4. 1.**

Meeting Date: 09/11/2014

Information

Agenda Item

Regular City Council Meeting August 14, 2014

Attachments

8.14.2014

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
August 14, 2014
1:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 14th of August, 2014, 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; Executive Session; 3.1-3.3; Citizen Comments 4.1- 4.14; Citizen Comments (Sign-ups) 4.15; 5.1; 6.1-6.6; 6.8-6.11; 7.1-7.3; and Open Citizen Comments 8.1.*
- *Item 6.7 was deleted.*
- *Item 7.3 was postponed indefinitely.*

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

1. 1. Hear a presentation and discuss the stormwater fees, and the proposed amendments to the fees, including the impact of the stormwater fee structure on the budget for FY 2014-15.

James Loomis, City Manager, introduced the item. Mike Keenum, Stormwater Engineer; and Cheryl Brock, Budget Director, gave a presentation over the proposed amendments to stormwater fees including impact of the stormwater fee structure on the FY 2014-15 budget and answered questions from City Council.

2. Executive Session

The meeting recessed at 1:10 p.m. and reconvened in Executive 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, to discuss pending or contemplated litigation or settlement agreement, and hold a consultation with attorney.

2. 1. 1. Cause No. 3094-2013, City of Lubbock v. 1913 Baylor Avenue, Municipal Court of the City of Lubbock, Lubbock County, Texas (Villa Del Norte).

2. 1. 2. Discuss proposed adoption of rules by the Railroad Commission of Texas ("RRC") related to discovery procedures and rate case expenses regarding gas utility rate making, the City's ability to participate in the RRC adoption process and related matters.

2. 1. 3. Discuss Chapters 551 and 552 of the Texas Government Code.

2. 2. Hold an executive session in accordance with Texas Government Code, Section 551.072, to deliberate the purchase, exchange, lease, or value of real property.

2. 2. 1. Omni Building

2. 2. 2. Original T Lubbock BLK 143, Lot 1-4 & OL 31, City of Lubbock, Lubbock County, Texas.

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

2. 3. 1. City Attorney

2. 3. 2. City Manager

2. 3. 3. City Secretary

2. 4. Hold an executive session in accordance with Texas Government Code, Section 551.086, on the following competitive matters (Electric Utilities):

2. 4. 1. Discuss competitive matters of the Electric Utility as described in Chapter 552.133(a-1)(1)(E) of the Texas Government Code.

2. 5. Hold an executive session in accordance with Vernon's Texas Codes Annotated (V.T.C.A.) Government Code, Section 551.087, to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; and to deliberate the offer of a financial or other incentive to a business prospect described hereinabove.

2. 5. 1. Presentation of Lubbock Economic Development Alliance quarterly report.

5:15 P.M. CITY COUNCIL RECONVENED
Council Chambers

3. Proclamations and Presentations

3. 1. Invocation by Pastor Brian Dupre, Redeemer Lutheran Church

Pastor Brian Dupre, Redeemer Lutheran Church, led the invocation.

3. 2. Pledges of Allegiance

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

3. 3. Presentation of a proclamation recognizing the week of August 14, 2014, as National Health Center Week.

Council Member Victor Hernandez presented a proclamation recognizing the week of August 14, 2014, as National Health Center Week. Maria Torres, Senior Director of the Larry Combest Community Health & Wellness Center; along with Michelle Hunter, Marketing and Outreach manager for the Larry Combest Community Health & Wellness Center, introduced those in attendance, gave comments on National Health Care Week, and thanked the Council for their continued support.

4. Citizen Comments - Any citizen wishing to appear before any regular meeting of the City Council to speak:

- **shall contact the City Manager's Office of that fact to provide the City Manager's Office the subject matter that will be addressed, no later than seventy-five (75) hours before the meeting at which the citizen wishes to appear; or**
- **shall sign up to speak at the City Council meeting itself in regard to any item posted on the City Council agenda under the "Citizen Comment Period."**

Or, a citizen may sign up to speak at the City Council meeting itself on a topic that is not posted on the agenda under the "Open Citizen Comment" period.

4. 1. Lillie Hearn will appear before the City Council to discuss an unpaved street at 1700 Block of Ute.

Lillie Hearn appeared before the City Council to discuss the unpaved streets in her neighborhood.

4. 2. Stets Bryant will appear before the City Council to discuss texting and driving.

Stets Bryant appeared before the City Council to speak against texting while driving.

4. 3. Bill Curnow will appear before the City Council to discuss the Smoke Free Ordinance.

Bill Curnow appeared before the City Council to speak in opposition of a Smoke Free Ordinance.

4. 4. Dave Smith will appear before the City Council to discuss property taxes.

Dave Smith appeared before the City Council to discuss property taxes.

4. 5. Edie Sherwood will appear before the City Council in opposition to the dog park presented by the Citizens Advisory Committee.

Edie Sherwood appeared before the City Counicl to speak in opposition of using public funds for a dog park.

4. 6. Scott Stephenson will appear before the City Council to address the Smoke Free Ordinance.

Scott Stephenson appeared before City Council to speak in opposition of a Smoke Free Ordinance.

4. 7. Kelsey Bernstein will appear before the City Council to discuss the Smoke Free Ordinance.

Kelsey Bernstein appeared before the City Council to speak in favor of a Smoke Free Ordinance.

4. 8. Gary Frye will appear before the City Council to discuss the Smoke Free Ordinance.

Gary Frye appeared before the City Council to speak in favor of a Smoke Free Ordinance.

4. 9. Dana Garay will appear before the City Council to discuss the Smoke Free Ordinance.

Dana Garay appeared before City Council to speak in favor of a Smoke Free Ordinance.

4. 10. Kay Kamm will appear before the City Council to discuss the Smoke Free Ordinance.

Ms. Kamm did not appear.

4. 11. Aimee Mooney will appear before the City Council to discuss the Smoke Free Ordinance.

Aimee Mooney appeared before City Council to speak in favor of a Smoke Free Ordinance.

4. 12. Matthew Harris will appear before the City Council to discuss the Smoke Free Ordinance.

Matthew Harris appeared before City Council to speak in favor of a Smoke Free Ordinance.

4. 13. Chip Peterson will appear before the City Council to discuss the Smoke Free Ordinance.

Chip Peterson appeared before City Council to speak in opposition of a Smoke Free Ordinance.

4. 14. Ken Spraberry will appear before the City Council to discuss the Smoke Free Ordinance.

Ken Spraberry appeared before City Council to speak in opposition of a Smoke Free Ordinance.

4. 15. Sign-ups:

- Clemmie E. Payne, Jr., and Storm Boen appeared before City Council to speak in opposition of a Smoke Free Ordinance.
- Linda Johnson appeared before City Council to discuss unpaved streets in her neighborhood (i.e. Ute Avenue in East Lubbock).
- Liz Padget appeared before City Council to speak in opposition of item 6.9 (approving 2014-18 Consolidated Plan and 2014-15 Action Plan to be submitted to HUD).
- Carol Meek appeared before City Council to discuss the public hearing process associated with item 6.9 (approving 2014-18 Consolidated Plan and 2014-15 Action Plan to be submitted to HUD).
- Mikel Ward appeared before City Council to discuss item 7.1 (discussion regarding property tax rates).
- LeEarl Bryant appeared before City Council to discuss stormwater rates.

5. Minutes

5. 1. June 17, 2014 Special City Council Meeting (EUB)
July 7, 2014 Special City Council Meeting (EUB)
July 10, 2014 Regular City Council Meeting

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Jim Gerlt to approve the June 17, 2014 Special City Council Meeting (EUB) minutes; the July 7, 2014 Special City Council Meeting (EUB) minutes; and the July 10, 2014 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 Karen Gibson to approve items 6.1-6.6; and 6.8-6.11.

Vote: 7 - 0 Motion carried

6. 1. Resolution – Water Utilities: Resolution No. 2014-R0259 authorizing the Mayor to execute a professional services agreement contract 11793 with HDR Engineering, Inc. for engineering services related to the evaluation of aquifer storage and recovery systems, RFQ 14-11793-DT.

6. 2. Resolution – Water Utilities: Resolution No. 2014-R0260 authorizing the Mayor to execute Change Order 1 to contract 11556 with Red River Construction Company for Southeast Water Reclamation Plant (SEWRP) Outfall Project.

6. 3. Resolution – Public Works Engineering: Resolution No. 2014-R0261 authorizing the Mayor to execute Change Order 2 for contract 11430 with Red River Construction Company for services associated with North Water Treatment Plant (NWTP) Improvements No.1.

6. 4. Resolution - Water Treatment: Resolution No. 2014-R0262 authorizing the Mayor to execute contract 11931 with Standard Purification for powdered activated carbon at the North Water Treatment Plant (NWTP), ITB 14-11931-KS.

6. 5. Resolution - Aviation: Resolution No. 2014-R0263 authorizing the Mayor to accept a Federal Aviation Administration Grant Agreement 3-48-0138-039-2014 for up to $35,669,756 to fund LBB Runway17R-35L Improvement Project.

6. 6. Resolution - Facilities Management: Resolution No. 2014-R0264 authorizing the Mayor to execute Amendment 1 to professional services contract 11434 with ARMKO Industries, Inc. for services relating to Building Envelope Evaluations of City of Lubbock facilities.

6. 7. Resolution - Telecommunications: Consider a resolution authorizing the Mayor to execute purchase order contract 33000521 with AT&T Global Services, Inc., for Telephone System Upgrades.

This item was deleted.

6. 8. Resolution - Cemetery: Resolution No. 2014-R0265 authorizing the Mayor to execute contract 11950 with Ground Effects for landscape maintenance at the City of Lubbock Cemetery, ITB 14-11950-TF.

6. 9. Resolution - Community Development: Resolution No. 2014-R0266 approving the City of Lubbock 2014-18 Consolidated Plan (ConPlan) and 2014-15 Action Plan to be submitted to the U.S. Department of Housing and Urban Development (HUD).

6. 10. **Resolution - Benefits:** Resolution No. 2014-R0267 authorizing the Mayor to execute contract 11842 with Dearborn National Insurance Company for the purchase of term life and accidental death and dismemberment insurance policies for full-time employees in the amount of $10,000; to offer employee paid supplemental life insurance for themselves and their eligible dependents; to offer voluntary accidental death and dismemberment to employees and their dependents; and to offer employee paid long term disability, RFP 14-11842-DT.

6. 11. **Resolution – Police:** Resolution No. 2014-R0268 authorizing the Mayor to execute contract 11539 with the Child Advocacy Research and Education Center of the Texas Tech University Health Sciences Center (TTUHSC) School of Medicine Department of Pediatrics for medical examinations of children who are victims of sexual assault.

7. Regular Agenda

7. 1. **Resolution - Finance:** Resolution No. 2014-R0269 concerning property tax rates and the impact it may have on City operations, the FY 2014-15 Operating Budget, Capital Program, and the consideration of a resolution adopting a proposed tax rate that will result in additional revenues as outlined in Section 26.05(d) of the Tax Code of the State of Texas, and setting the dates for public hearings to discuss the proposed tax rate.

Cheryl Brock, Budget Director, 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. 2014-R0269, setting the proposed property tax rate at .52740 per $100 valuation, and setting the public hearings for August 28, 2014 at 5:30 p.m. and September 4, 2014 at 1:30 p.m.

Vote: 5 - 2 Motion carried

NAY: Council Member Karen Gibson
Council Member Jeff Griffith

7. 2. **Resolution - Finance:** Resolution No. 2014-R0270 giving notice of the intention of the City Council to enter into a Tax Abatement Agreement with X-Fab Texas, Inc.

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy approve Resolution No. 2014-R0270.

Vote: 7 - 0 Motion carried

7. 3. **Resolution - Councilman Hernandez:** Consider a resolution finding that the exterior surfaces of the Omni Building, located at 1206 14th Street, Lubbock, Texas, constitute an imminent risk to public safety and welfare, and further authorizing the Mayor to execute contract 11920 with T&S Plastering, Inc. of Lubbock, Texas, to alleviate the conditions constituting said risk, consistent with state law.

This item was postponed indefinitely.

Motion by Council Member Victor Hernandez, seconded by Council Member Jeff Griffith to postpone this item indefinitely.

Vote: 7 - 0 Motion carried

8. Open Citizen Comment

- Maurice Stanely appeared before City Council to speak in favor of a property tax increase to fund various City projects, deferred maintenance, and City debt.
- Ysidro Gutierrez appeared before City Council to discuss taxes and fees within utility bills.
- Debbie Bartholomew appeared before City Council to discuss Vintage Township.
- Dora Cortez appeared before City Council to discuss North and East Lubbock Community Development Corporation as it relates to Resolution No. 2005-R0522.
- David Spears appeared before City Council to discuss Citibus Routes 19 & 34 and to encourage Council Members to attend the upcoming Public Transit Advisory Board public hearings concerning the possible closure of the routes.

7:08 P.M. CITY COUNCIL ADJOURNED

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

Regular City Council Meeting **5. 1.**

Meeting Date: 09/11/2014

Information

Agenda Item

Budget Amendment Ordinance 1st Reading - Finance: Consider Budget Ordinance Amendment 38 amending the FY 2013-14 budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the United States Department of Justice (DOJ) for the Justice Assistance Grant (JAG); accept and appropriate funding from the Texas Department of Transportation (TxDOT) for the Safety City - Teaching Kids to be Street Smart Grant; providing for filing; and providing for a savings clause.

Item Summary

I. Accept and appropriate $170,985 from the DOJ for the JAG program.

II. Accept and appropriate $34,886 from TxDOT for the Safety City - Teaching Kids to be Street Smart Grant. The required cash match in the amount of $55,247 is appropriated in the FY 2014-15 budget.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 38

Grant Detail Sheet - JAG

Safety City Grant Detail Sheet

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ) FOR THE JUSTICE ASSISTANCE GRANT (JAG); ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE SAFETY CITY – TEACHING KIDS TO BE STREET SMART 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 2013-14 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 2013-14 (Budget Amendment #38) for municipal purposes, as follows:

I. Accept and appropriate $170,985 from the DOJ for the JAG program.

II. Accept and appropriate $34,886 from TxDOT for the Safety City – Teaching Kids to be Street Smart Grant.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

_____
Amy Sims
Assistant City Attorney

ccdocs/Budget1314.Amend38.ord

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
September 11, 2014

Administrative Information

City Assigned Grant Number		86070
Grant Name		Justice Assistance Grant (JAG)
Grant Effective Date		October 1, 2013
Grant Provider/Agency		United States Department of Justice
Grant Award Amount	$	170,985

Budget Information

Project Detail		**Cost**
COUNTY:		
Equipment: digital evidence collection & mobile communications	$	25,648
Property Room Storage Units		59,845
CITY:		
Mobile Operations/Command Vehicle		85,493
Total Project Amount	$	170,985

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
September 11, 2014

Administrative Information:

Grant Name:	Safety City - Teaching Kids to Be Street Smart
Grant Effective Date:	10/01/2014-09/30/2015
Grant Provider/Agency:	Texas Department of Transportation
Grant Award Amount:	$ 34,886
Amount City Grant Match:	55,247
Funding Source of Grant Match:	5227.8003

Personnel Information:

# of part-time positions funded w/grant	4

Title of Position	Annual Salary	Annual Benefits	Grant	General Fund
Grant Program Manager	$ 12,842	-	-	12,842
Safety City Supervisor	28,356	-	14,178	14,178
Part-Time Asst. Recreation Supervisor	11,850	-	-	11,850
Part-Time Maintenance Worker	12,376	-	-	12,376
Total	$ 65,425	-	14,178	51,247

Budget Information:

Project Detail	Cost
Salaries	65,425
Supplies	
Office/Event Supplies	5,630
Equipment	8,933
Custodial	4,000
Travel and Training	392
Other	5,753
Total Project Amount	$ 90,132

Regular City Council Meeting **5. 2.**

Meeting Date: 09/11/2014

Information

Agenda Item

Budget Amendment Ordinance 1st Reading - Finance: Consider Budget Ordinance amendment 39 amending the FY 2013-14 budget for municipal purposes respecting the Airport Fund and the General Fund to amend budget amendment 36 as approved in Ordinance 2014-O0104; providing for filing; and providing for a savings clause.

Item Summary

I. Amend Budget Amendment 36 as approved in Ordinance 2014-O0104 to decrease Airport Fund expenditures and General Fund revenues by an additional $4,249 for the Indirect Cost allocation transfer from the Airport Fund to the General Fund to bring the total transfer amount to $162,796.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 39

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE AIRPORT FUND AND THE GENERAL FUND TO AMEND BUDGET AMENDMENT 36 AS APPROVED IN ORDINANCE 2014-O0104; 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 2013-14 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 2013-14 (Budget Amendment #39) for municipal purposes, as follows:

I. Amend Budget Amendment 36 as approved in Ordinance 2014-O0104 to decrease Airport Fund expenditures and General Fund revenues by an additional $4,249 for the Indirect Cost allocation transfer from the Airport Fund to the General Fund to bring the total transfer amount to $162,796.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on_____.

Passed by the City Council on second reading on_____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

_____
Amy Sims
Assistant City Attorney

ccdocs/Budget1314.Amend39.ord

Regular City Council Meeting **5. 3.**

Meeting Date: 09/11/2014

Information

Agenda Item

Budget Amendment Ordinance 1st Reading - Finance: Consider Budget Ordinance Amendment 40 amending the FY 2013-14 budget for municipal purposes respecting the Vintage Township Public Improvement District; providing for filing; and providing for a savings clause.

Item Summary

1. Amend expenditures in Fund 153, Vintage Township Public Improvement District, by increasing Contribution - Component Unit by $89,167 for the redemption of Series 2008B bonds. Funding will be from fund balance.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 40

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE VINTAGE TOWNSHIP PUBLIC IMPROVEMENT DISTRICT; 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 2013-14 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 2013-14 (Budget Amendment #40) for municipal purposes, as follows:

I. Amend expenditures in Fund 153, Vintage Township Public Improvement District, by increasing Contribution – Component Unit by $89,167 for the redemption of Series 2008B bonds. Funding will be from fund balance.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on_____.

Passed by the City Council on second reading on_____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

_____
Amy Sims
Assistant City Attorney

ccdocs/BudgetFY1314.Amend40.ord

Regular City Council Meeting **5. 4.**

Meeting Date: 09/11/2014

Information

Agenda Item

Budget Amendment Ordinance 1st Reading - Finance: Consider Budget Ordinance Amendment 41 amending the FY 2013-14 budget for municipal purposes respecting the Abandoned Motor Vehicle Fund to appropriate additional funding; the Animal Assistance Fund to appropriate additional funding; providing for filing; and providing for a savings clause.

Item Summary

I. Appropriate an additional $240,137 in the Abandoned Motor Vehicle Fund, for a total appropriation of $725,137. Funding source will be fund balance.

II. Appropriate an additional $10,000 in the Animal Assistance Fund, for a total appropriation of $95,000. Funding source will be fund balance.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 41

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE ABANDONED MOTOR VEHICLE FUND TO APPROPRIATE ADDITIONAL FUNDING; THE ANIMAL ASSISTANCE FUND TO APPROPRIATE ADDITIONAL FUNDING; 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 2013-14 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 2013-14 (Budget Amendment #41) for municipal purposes, as follows:

I. Appropriate an additional $240,137 in the Abandoned Motor Vehicle Fund, for a total appropriation of $725,137.

II. Appropriate an additional $10,000 in the Animal Assistance Fund, for a total appropriation of $95,000.

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
Assistant City Attorney

ccdocs/BudgetFY1314.Amend41.ord

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

Meeting Date: 09/11/2014

Information

Agenda Item

Budget Amendment Ordinance 1st Reading - Finance: Consider Budget Ordinance Amendment 42 amending the FY 2013-14 budget for municipal purposes respecting the General Fund to appropriate additional funding; providing for filing; and providing for a savings clause.

Item Summary

I. Amend expenditures in General Fund in Cost Center 1115, Non-Departmental, by increasing professional services by $30,000 for lobbying for the Railroad Commission rule-making proceedings. Funding will be from General Fund fund balance.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Attachments

Ordinance - Budget Amendment 42

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND TO INCREASE EXPENDITURES; 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 2013-14 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 2013-14 (Budget Amendment #42) for municipal purposes, as follows:

I. Amend expenditures in General Fund in Cost Center 1115, Non-Departmental, by increasing professional services by $30,000 for lobbying for the Railroad Commission rule-making proceedings.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

_____
Amy Sims
Assistant City Attorney

ccdocs/BudgetFY1314.Amend42.ord

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

Meeting Date: 09/11/2014

Information

Agenda Item

Budget Amendment Ordinance 1st Reading - Finance: Consider Budget Ordinance Amendment 43 amending the FY 2013-14 budget for municipal purposes respecting the General Fund to increase expenditures; providing for filing; and providing for a savings clause.

Item Summary

I. Amend expenditures in General Fund in Cost Center 1115, Non-Departmental, by increasing capital outlay by $109,189 for additional assessments of the Omni building. Funding will be from General Fund fund balance.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 43

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND TO INCREASE EXPENDITURES; 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 2013-14 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 2013-14 (Budget Amendment #43) for municipal purposes, as follows:

I. Amend expenditures in General Fund in Cost Center 1115, Non-Departmental, by increasing capital outlay by $109,189 for additional assessments of the Omni building.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on_____.

Passed by the City Council on second reading on_____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

_____
Amy Sims
Assistant City Attorney

ccdocs/BudgetFY1314.Amend43.ord

Regular City Council Meeting **5. 7.**

Meeting Date: 09/11/2014

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Consider Ordinance 2014-O0121 abandoning and closing two underground utility, pedestal and meter easements located on Lots 13 and 15, Castellina Addition, 4501 19th Street, Lubbock, Texas.

Item Summary

On September 4, 2014, the City Council approved the first reading of the ordinance.

This ordinance abandons and closes two underground utility, pedestal, and meter easements located on Lots 13, and 15, Castellina Addition, which is south 19th Street and west of Raleigh Avenue. Public Works Engineering and all utility companies are in agreement with the easement closures.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Resolution & Easement - Castellina Addition

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING TWO UNDERGROUND UTILITY, PEDESTAL AND METER EASEMENTS LOCATED ON LOTS 13 AND 15, CASTELLINA ADDITION, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

SECTION 1. THAT the easements as hereinafter described shall BE and the same are hereby closed, vacated and abandoned for easement purposes and for public use, such easements being more particularly described in 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 _____, 2014.

Passed by the City Council on second reading this _____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Richard K. Casner
Natural Resources and Utility Attorney

A&C-Easements-Castellina Addn.ord
8.19.14

ABACUS ENGINEERING SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670

"Count on it"

EXHIBIT "A"

Closure Description of Two Underground Utility, Pedestal and Meter Easements out of Lots 13 and 15, Castellina, an Addition to the City of Lubbock, Lubbock County, Texas as shown by the Plat thereof recorded under Lubbock County Clerk File Number 2006039390.

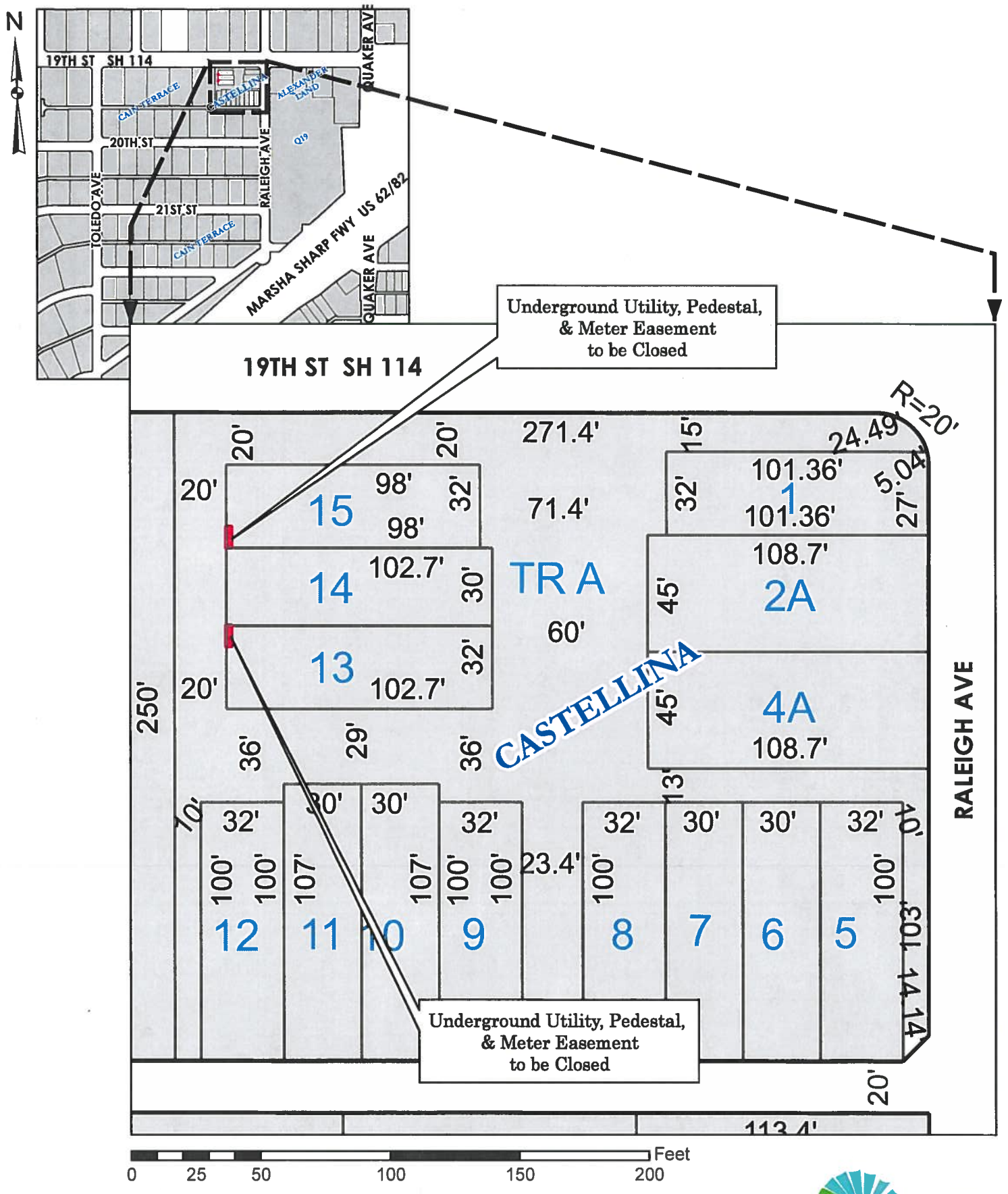
Tract 1: The West 2 feet of the North 8 Feet of Lot 13, Castellina, an Addition to the City of Lubbock, Lubbock County, Texas as shown by the Plat thereof recorded under Lubbock County Clerk File Number 2006039390.

Tract 2: The West 2 feet of the South 8 Feet of Lot 15, Castellina, an Addition to the City of Lubbock, Lubbock County, Texas as shown by the Plat thereof recorded under Lubbock County Clerk File Number 2006039390.

August 26, 2014
J. M. Cieszinski, RPLS # 4460

STATE OF TEXAS
REGISTERED
J.M. CIESZINSKI
4460
PROFESSIONAL
LAND SURVEYOR

Proposed Closing of 2 Underground Utility, Pedestal, and Meter Easements Located in Lots 13 & 15, Castellina Addition



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

City of Lubbock TEXAS

Regular City Council Meeting **5. 8.**

Meeting Date: 09/11/2014

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock an easement from Frenship Independent School District, regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located out of Tract A, Frenship Middle School, Lubbock County, Texas.

Item Summary

In 2012 the City of Lubbock completed a Low head B Pump Station Facilities evaluation. This engineering evaluation recommended construction of a new Bailey County Well Field Supply Pipeline and abandonment of the Low Head B Pump Station. The City of Lubbock is acquiring right-of-way for construction of a large diameter water supply pipeline associated with the proposed Bailey County Well Field Supply Pipeline/Pumping System. This pipeline is located in west Lubbock and will supply Pump Station 7 in central Lubbock with a water supply from the Bailey County Well Field.

The purchase price is $12,639 plus closing cost with West Texas Title Company.

Fiscal Impact

$26,500,000 is appropriated in Capital Improvement Project 92255, Bailey County Well Field Supply Line/Pumping System, with $12,639 available for this purpose.

Staff/Board Recommending

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

Attachments

CIP Detail

Resolution & Easement - Frenship

Budget Detail

Project Name **BCWF Supply Line/Pumping System** *Project Number* **92255**

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.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Total Project Amount
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

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Total Funding
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

RESOLUTION

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

THAT the City Council hereby accepts on behalf of the City of Lubbock an Easement as described on Exhibit "A" attached hereto and incorporated herein by reference, located in Tract A Frenship Middle School, Lubbock, Lubbock County, Texas, for the Bailey County Well Field Supply Line Project, and related documents. Said Easement 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.

THAT the consideration for the Easement shall be $12,639.00 and that closing costs shall also be paid in connection with the acquisition of the Easement, said payments approved herein.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

vw:ccdocs/RES.Easement-Frenship ISD
August 13, 2014

EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS, THAT:
COUNTY OF LUBBOCK §

GRANTOR, Frenship Independent School District, with street address of 501 7th Street, Wolfforth, Texas 79382, for a valuable consideration, to it paid by The City of Lubbock, Texas (the "Grantee") with offices at 1625 13th Street, Lubbock, Texas 79401, the receipt and sufficiency of which are hereby acknowledged, has granted and does by these presents grant unto Grantee the following described perpetual exclusive easement, (hereinafter called the "Easement") through, over, under, upon, across and within the lands, described in Exhibit A (hereinafter called the "Lands" or "Easement Lands") situated in Lubbock County, Texas.

Pipelines and Equipment

Grantor hereby grants to Grantee the perpetual exclusive Easement to install water lines and to survey, construct, reconstruct, install, operate, inspect, maintain, alter, relocate, replace, repair, and remove (hereinafter called "Permitted Uses") pipelines, conduits, drain (blow-off) valves, valve boxes, meters, meter boxes, vents, manholes, manhole covers, corrosion monitoring test stations, pipeline markers, fence gates, impressed current deep well anode stations with power supplies, flow meters, system communication lines and splice boxes, pipeline trail road on non cultivated areas, and all other equipment and facilities related thereto, or any part thereof (hereinafter collectively called the "Pipeline System"), for and/or related to the transportation of water and/or waste water through, under, upon, over, across and within the Lands. Such Easement shall be as described herein and on Exhibit A attached hereto and incorporated herein, and hereby made a part hereof by reference to describe the Easement and the Lands. Further, Grantor hereby grants unto Grantee a temporary construction easement (the "Temporary Easement") for the construction and installation of the Pipeline System through, over, under, upon, across and within the lands located adjacent to, and abutting, the Easement (the "Temporary Easement Area") as more specifically described on Exhibit B as well as for all other purposes identified in 13 below. The Temporary Easement, and all of Grantee's rights therein, shall terminate and expire upon the completion of all construction activities related to that portion of the Pipeline System situated within the Easement.

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this Easement is specifically made by Grantor and accepted by Grantee subject to the following terms, covenants, obligations and conditions:

1. Grantee may use and occupy the Easement for the sole purpose of: (a) the right to perform Permitted Uses related to the Pipeline System; (b) the right (for men, material, and equipment) of ingress and egress and regress to and from and access on and along said Easement granted herein, with the right to ingress and egress and regress to and from and access on and along said Easement, for the Permitted Uses; and (c) the right

to locate the Pipeline System through, over, under, upon, across and within the Easement for the purpose of water/waste water transportation.

2. Grantee covenants and agrees that its use of the Easement and its operations conducted thereon shall, to the best of Grantee's ability, at all times comply with all applicable local, state and federal laws, orders, rules, regulations, standards, licensing, permitting and other legal requirements including, without limitation, all environmental laws, orders, rules, regulations, standards, licensing and permitting (the "Legal Requirements"). Grantee agrees to construct the Pipeline System in a prudent manner, in compliance with all Legal Requirements, and with due care for Grantor's property, business and operations. In the event it is discovered that Grantee is in violation of any portion of the Legal Requirements, Grantee agrees to commence, upon receipt of written notice of such violation, the process of curing such violation so that Grantee will be in compliance with this subparagraph.

3. The Easement granted herein shall be for the transportation of water and/or waste water, regardless of source, and shall continue in full force and effect unless Grantee should abandon the Pipeline System as identified herein. The rights granted to Grantee herein may be abandoned solely by a formal resolution of its governing body that authorizes the abandonment of the Pipeline System. Any such abandonment will not be effective until it is evidenced by notice in writing, signed by the Grantee's official representative, and filed of record in the county where the Lands are located.

4. The Easement Term is hereby defined as the period of time beginning with the granting of the Easement and continuing until such time that the Easement is abandoned by Grantee.

5. Unless Grantor agrees otherwise in writing and subject to Section 23, Grantee agrees that during Permitted Uses related to the Pipeline System, any and all trees, dirt, raw materials, timber, spoil piles, excess dirt, wood, bushes, shrubs and brush, and other debris materials resulting from site preparation cleared from the Easement shall, be removed by Grantee from Grantor's property.

6. Grantee shall keep the Easement in good order, condition and repair following any work related to Permitted Uses on the Pipeline System.

7. Grantee shall be responsible for obtaining all permits necessary to construct and operate the Pipeline System on the Easement. Without limiting the foregoing, and to the extent required, Grantee will secure and maintain any and all environmental permits required by the Texas Commission on Environmental Quality covering the Easement.

8. During construction of the Pipeline System, Grantee shall provide reasonable access to Grantor's property. More specifically, and without limiting the foregoing, Grantee shall provide reasonable access for the students, parents, patrons and employees of Grantor to Terra Vista Middle School. Within the Easement, Grantee shall

have the right to cut fences and install gates to enable Permitted Uses for the Pipeline System.

9. This grant of Easement shall not preclude the right of Grantor to cultivate, use, and enjoy the Lands for any purposes which will not constitute an interference with the Easement, rights and privileges herein granted to Grantee, or endanger any of Grantee's property at the sole discretion of the Grantee.

10. Grantee shall exercise due care and diligence in the use of the rights and privileges herein granted to it. In case of abandonment of said Easement as provided in 3 above, the title and interest herein granted shall end, cease, and terminate, and title to the Easement, pipeline, equipment and facilities shall revert to the then owner of the Lands.

11. Grantor warrants and represents that the title to the Lands described herein are vested in the Grantor, free and clear of any liens and/or encumbrances. Grantor shall provide to Grantee an executed release from any lien holder, tenant, lessee, or other party having an interest in the Lands.

12. Grantor shall procure and have recorded without cost to Grantee all assurances of title and affidavits which the Grantor may be advised by Grantee are necessary and proper to show in Grantor title sufficient to grant the above easement free and clear of encumbrances other than those encumbrances expressly defined herein. Abstracts or certificates of title or title insurance may be procured by the Grantee at its expense. The expense of recording this Easement shall be borne by Grantee. Grantee agrees to cooperate and aid Grantor, if necessary, to obtain any curative documents needed.

13. Grantee shall have the right to use Grantor's property located immediately adjacent to the Easement and as described on Exhibit B attached hereto and incorporated herein as thought set forth verbatim for

the construction, maintenance, repair and removal of the Pipeline System within the Easement.

14. "Grantee" when used in this instrument, shall include The City of Lubbock's officers, agents, servants, employees, representatives, contractors, independent contractors, subcontractors, and/or their equipment or vehicles.

15. Words of any gender used in this agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

16. It is understood and agreed that this Easement is not a conveyance of the fee estate for any of the Lands covered hereunder, but is only an easement through, over, under, upon, across and within the Lands.

17. The provisions of this Easement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

18. This Easement contains the final and complete expression of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Easement may be modified in writing only, signed by the parties in interest at the time of the modification.

19. In case any one or more of the provisions contained in this Easement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Easement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

20. Any notices or demands provided to be given herein by the parties shall be in writing and mailed by certified or registered mail to the other party at the address set forth above. Any notice or demand shall be deemed to have been received the earlier of five (5) days after the date of mailing or the date of actual delivery as shown by the addressee's certification or registry receipt.

21. Neither party shall be liable to the other party or any of such party's affiliates in any action or claim, for loss of profit, loss of product, loss of use, or for indirect, consequential, punitive, exemplary, special or other similar types of damages, regardless of how caused and regardless of the underlying theory of recovery, and even if caused by the sole or concurrent negligence of the responsible party. Nothing contained herein shall be construed as a waiver by the Grantee or Grantor of immunity of any kind or type, including without limitation, waiver of immunity from liability and immunity from suit, and both the Grantor and the Grantee shall retain all such immunities, except as may be otherwise waived pursuant to applicable laws of the United States or State of Texas.

A. To the extent that Grantor owns any portion of any mineral estate, leasehold estate and/or royalty interest of any kind or character under the Lands defined herein, Grantor surrenders and releases its surface drilling rights and all other rights of surface use of the Easement and Lands incident to the production of oil, gas, hydrocarbons, minerals, wind energy, and water production subject to the following exception and limitation:

i) Grantor reserves and excepts from this release and retains for itself, its successors and its successors-in-interest, all rights to explore for, to drill and produce oil, gas and other hydrocarbons underlying or situated beneath the Easement and Lands by any means whatsoever, including wells directionally drilled from surface location on nearby lands so long as no surface operations are performed on the Easement and so long as such operations will not interfere with or endanger the operations or integrity of the Pipeline System and Permitted Uses.

ii) Grantor shall include the surface use restrictions and covenants provided herein in any subsequent lease or conveyance of the oil, gas and/or mineral estate, wind rights or interests and water rights or interests.

22. Grantee shall have the right to approve the location and means of future third-party pipelines which will cross Grantee's pipeline system and come within the Easement. Grantee will not withhold reasonable crossing requests, but will act in a manner to protect the Grantee's Pipeline System and Grantee's Easement.

23. Unless determined by an outside engineer to be impractical due to the existence of rock or material elevation change, all ditching shall be in accordance with the "double ditch" method whereby the top twelve inches (12") of soil (the "Top Soil") shall be removed from the Pipeline System trench (the "Trench") and stored in a pile that is segregated from all other material and debris, and the remaining soil (the "Bottom Soil") shall be removed from the Trench and stored in a pile that is segregated from the Top Soil. When the Trench is refilled after the Pipeline System has been laid and the Pipeline Equipment installed, the Bottom Soil shall be placed in the trench first leaving room to fill the uppermost twelve inches (12") of the Trench to be filled with Top Soil. Top Soil shall be used to fill the remainder of the Trench. Any Bottom Soil remaining after filling the Trench shall be removed from the Easement and disposed of off of the property of Grantor. As stated above, single ditching shall be allowed in all areas where "double ditching" is impractical (as determined by an outside engineer) due to the existence of rock or material elevation change.

24. All requirements and obligations of Grantor and Grantee relating to the Easement shall also apply in all respects to the property described in Exhibit B save and except those described in 4 above.

25. It is hereby agreed as between Grantor and Grantee that the initial construction of the Pipeline System on the Easement Lands shall not commence until June 9, 2014 and shall be substantially complete on or before August 15, 2014. Notwithstanding anything herein, it is understood that this paragraph shall not prohibit Grantee from the right of ingress, egress and regress over, across and upon the Easement Lands to survey, reconstruct, operate, inspect, maintain, alter, relocate, replace, repair, and remove the Pipeline System.

26. Grantor agrees to accept the sum of Two Thousand Dollars ($2,000.00) as full and complete consideration for all damage, including but not limited to the cost of the repair, replacement and/or loss of use, relating to that one certain sign /structure identified on the attached Exhibit B which is incorporated herein as if set forth verbatim.

TO HAVE AND TO HOLD said Easement unto Grantee, its successors and assigns for so long as the same shall be used for the purposes aforesaid subject to the terms and conditions hereof.

[*Signatures of the Parties on Next Page*]

EXECUTED this _____ day of _____, 2014 ("Effective Date").

GRANTOR:

By: Brad Draper

Name: Brad Draper

Title: Board President

GRANTEE:

The City of Lubbock

By: _____

Name: _____

Title: _____

ATTEST:

_____
Rebecca Garza, City Secretary

[Acknowledgements *of the Parties on Next Page]*

APPROVED AS TO CONTENT:

R. Kent Smith
DIRECTOR OF PUBLIC WORKS
CITY OF LUBBOCK

APPROVED AS TO FORM:

_____
Ryan J. Bigbee, Attorney

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on AUGUST 11th, 2014, by BRAD DRAPER of Frenship Independent School District on behalf of sad school district.

CINDY WISIAN
MY COMMISSION EXPIRES
March 18, 2016

Cindy Wisian
Notary Public, State of Texas
CINDY WISIAN
Printed Name of Notary
My commission expires: 3-18-16

STATE OF TEXAS §
COUNTY OF LUBBOCK §

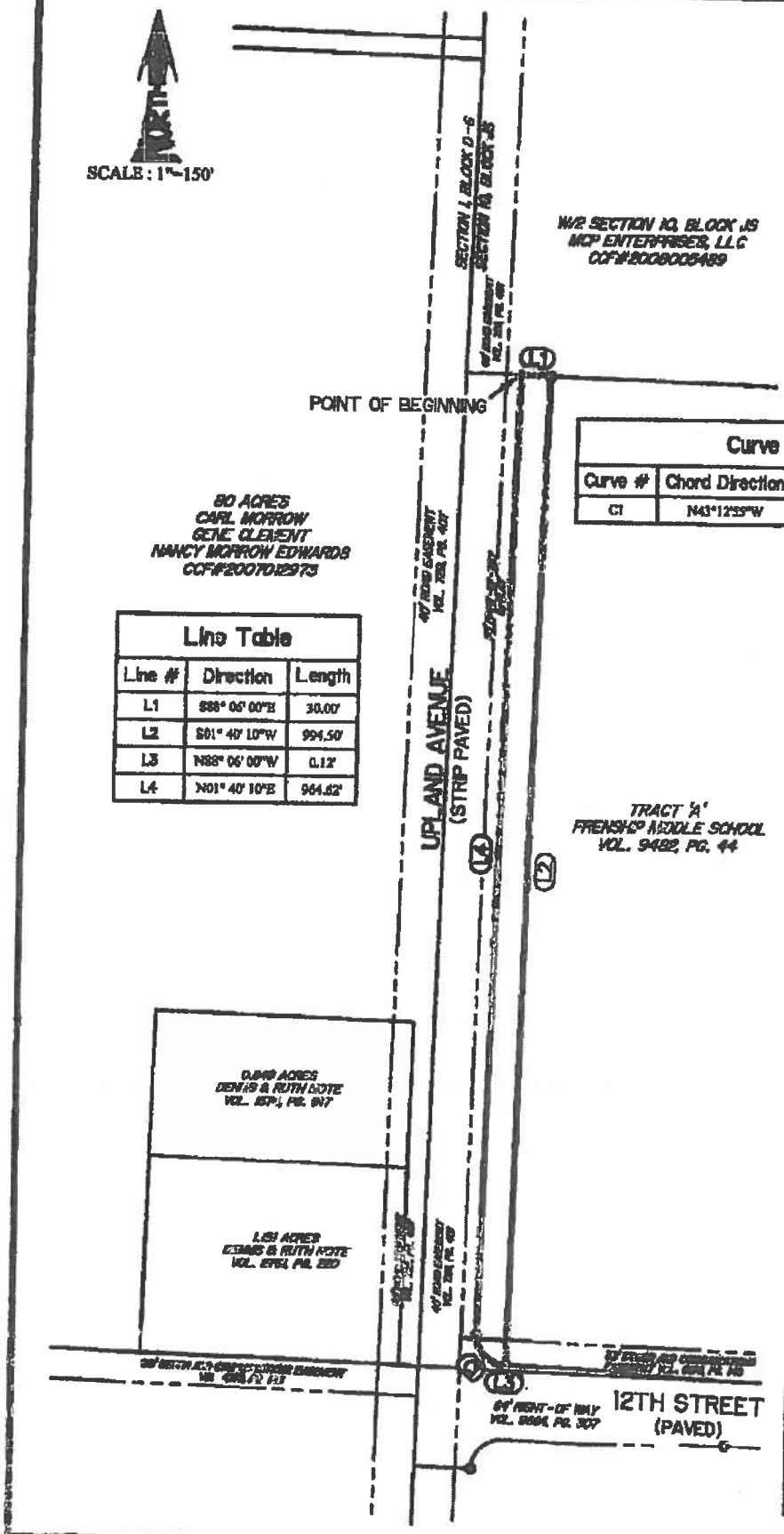
This instrument was acknowledged before me on _____, 2014, by GLEN ROBERTSON on behalf of the City of Lubbock, a Texas Home Rule Corporation on behalf of said Texas Home Rule Corporation.

_____
Notary Public, State of _____

_____
Printed Name of Notary
My commission expires: _____

Exhibit A
Legal Description of the Perpetual Exclusive Easement

BAILEY COUNTY WATER PIPELINE
Parcel No. 57 - Permanent Easement
PERIMETER SURVEY OF A 0.681 ACRE
TRACT LOCATED IN
TRACT 'A'
FRENSHIP MIDDLE SCHOOL
AN ADDITION TO THE CITY OF LUBBOCK
LUBBOCK COUNTY, TEXAS



Line Table		
Line #	Direction	Length
L1	S88° 06' 00"E	30.00'
L2	S01° 40' 10"W	994.50'
L3	N88° 06' 00"W	0.12'
L4	N01° 40' 10"E	964.62'

Curve Table			
Curve #	Chord Direction	Chord Distance	Radius
C1	N43°12'55"W	42.34'	30.00'

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002347

Surveyed on the ground,
January 24, 2014

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙ - SET 1/2" IRON ROD WITH CAP
⊙ - FOUND CROWS FOOT IN CONCRETE
⊙ - FOUND 1/2" IRON ROD WITH CAP

A legal description of even survey date herewith accompanies this plat of survey.

No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property.

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5842
FAX: 806 / 763-5891

Copyright 2014, Hugo Reed and Associates, Inc. for the sole use of Title Co. for GF # and any other identifiers as indicated in the certificate shown hereon.

City of Lubbock, TX
Capital Project
Project Cost Detail
September 11, 2014

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

		Budget
Encumbered/Expended		
City of Lubbock Staff Time	$	46,231
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		346,956
BCWF Supply Pipeline Construction - Contract B - Garney Construction		9,144,464
Current Agenda Items- September 11, 2014		
Frenship Independent School District -Tract A		12,639
Encumbered/Expended to Date		21,403,512
Estimated Costs for Remaining Appropriation		
Construction		5,096,488
Remaining Appropriation		5,096,488
Total Appropriation To Date	$	26,500,000

Regular City Council Meeting **5. 9.**

Meeting Date: 09/11/2014

Information

Agenda Item

Resolution - Public Works: Consider a resolution authorizing the Mayor to execute a Professional Services Contract with Parkhill Smith and Cooper, Inc., of Lubbock, Texas for the completion of the design for Phase 2 of the Northwest Lubbock Drainage Improvements Project 92174.

Item Summary

Council approved a Professional Services contract with Parkhill, Smith & Cooper, Inc. in November 2009, to design a storm sewer pipeline for the Northwest Lubbock Drainage Improvements capital project that will run from Maxey Park at Quaker Avenue and 28th Street to the outfall near Fiesta Plaza at the Canyon Lakes. This project will ultimately benefit the Maxey Park area, the Arnett-Benson neighborhood and the areas around Playa Lakes 71 (north Wal-Mart), 47 (north Loop & Slide), 46 (4th Street & Quaker), and 45 (Higginbotham Park). All of these lakes will eventually be connected to the storm sewer system and will ultimately remove over 1,250 structures from the mapped floodplain. This project will reduce the risk of flooding in the impacted areas.

This is a new contract for the completion of the Phase 2 design. Due to project and design constraints, the original contract only completed Phase 1 of the design. The original contract will be closed and the remaining balance of $717,727 will be reallocated to this new contract to complete the design of Phase 2.

Texas Government Code, Chapter 2254, prohibits municipalities from selecting a provider of professional services on the basis of competitive bids and requires municipalities to award the contract on the basis of demonstrated competence and qualifications. Furthermore, a procurement of professional services is exempt from competitive bidding pursuant to Texas Local Government Code 252.022(a)(4).

Fiscal Impact

$41,950,000 is appropriated in Capital Improvement Project 92174, Northwest Lubbock and Maxey Park Project, with $729,319 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution
Contract
Route Diagram
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, a Professional Services Contract regarding the Northwest Lubbock Drainage Improvements Project Phase 2, by and between the City of Lubbock and Parkhill, Smith & Cooper, Inc., of Lubbock, Texas, and related documents. Said Professional Services Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Richard K. Casner, Natural Resources and Utility Attorney

sj:RES.PSC-NWLDIP-Parkhill, Smith & Cooper, Inc.
8.27.14

PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This contract (the "Contract" or "Agreement"), effective as of the ___ day of _____, 2014 (the "Effective Date"), is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Parkhill, Smith & Cooper, Inc. ("ENGINEER"), a Texas professional corporation authorized to conduct business in Texas.

WITNESSETH

WHEREAS, the City desires to obtain professional engineering services related to the Northwest Lubbock Drainage Improvements Project Phase 2 (the "Activities" or "Project"); and

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

WHEREAS, the City desires to contract with ENGINEER to provide professional engineering services related to the Activities and Engineer 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 ENGINEER 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 180 calendar days. If the Engineer determines that additional time is required to complete the Services, the City Engineer, may , but is not obligated to, in his discretion, execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this Agreement resulting in an increase in the amount of the consideration must be approved by the City acting through its governing body.

ARTICLE II. SERVICES AND COMPENSATION

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

B. ENGINEER shall receive as consideration to be paid for the performance of the Services set forth in Exhibit "A" and Exhibit "A-1", an amount to not exceed the sum of Seven Hundred Twenty Nine Thousand Three Hundred Nineteen and 00/100s ($729,319.00), as provided in Exhibit "B".

ARTICLE III. TERMINATION

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

B. Termination and Remedies. In the event ENGINEER 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 Agreement, this provision shall control.

ARTICLE V. REPRESENTATIONS AND WARRANTIES

A. Existence. ENGINEER 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. ENGINEER 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 ENGINEER. This Contract constitutes legal, valid, and binding obligations of the ENGINEER and is enforceable in accordance with the terms thereof.

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

E. Performance. ENGINEER 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. ENGINEER warrants that any materials provided by ENGINEER 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. ENGINEER shall be solely responsible for ensuring that any materials provided by ENGINEER pursuant to this Contract satisfy this requirement and ENGINEER agrees to indemnify and hold City harmless from all liability or loss caused to City or to which City is exposed on account of ENGINEER's failure to perform this duty.

ARTICLE VI. SCOPE OF WORK

ENGINEER shall accomplish the following: Professional Engineering Services related to the Services, as provided in Exhibit "A" and Exhibit "A-1", attached hereto and made a part hereof.

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

ENGINEER and City agree that ENGINEER 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. ENGINEER 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, Engineer and Engineer'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

Engineer 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. Engineer 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 Engineer 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. Except for Professional Liability, the policies will be written on an 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

Engineer shall further cause any approved subcontractor or sub-consultant to procure and carry, during the term of this Agreement, the insurance coverage required of Engineer herein, including without limitation, Professional Liability coverage, protecting City against losses caused by the professional negligence of the approved subcontractor or sub-consultant. 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. Engineer 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 shall be included in the Certificate. Engineer shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Engineer 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 Engineer maintains said coverage. The Engineer 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, Engineer fails to maintain the required insurance in full force and effect, Engineer 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 Engineer'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 10 years after the completion of the Services provided for 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

ENGINEER may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "Sub-consultant"), to perform certain duties of ENGINEER, as set forth on Exhibit "A", attached hereto, under this Contract, provided that City approves the retaining of Sub-consultants. ENGINEER is at all times responsible to City to perform the Services as provided in this Agreement and ENGINEER 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 ENGINEER shall be required by ENGINEER to carry, for the protection and benefit of the City and ENGINEER and naming

said third parties as additional insureds, insurance as described above required to be carried by ENGINEER in this Contract. Hugo Reed and Associates, Inc., Terra Engineers, Inc., Hi Plains Drilling, Inc., and Southwest Geological and Environmental Services, Inc. are approved Sub-consultants, for the applicable Services depicted in Exhibit "C".

ENGINEER 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

ENGINEER 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

ENGINEER 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 ENGINEER, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS CONTRACT AND/OR THE USE OR 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

ENGINEER 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 ENGINEER to City or City to ENGINEER 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. ENGINEER 's Address. ENGINEER 's address and numbers for the purposes of notice are:

Parkhill, Smith & Cooper, Inc.
Attn: Paul McMillen, P.E.
4222 85th St.
Lubbock, Texas 79423
Telephone: (806) 473-2200
Facsimile: (806) 473-3500

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

City of Lubbock
Attn: Michael G. Keenum, P.E., CFM, Stormwater Engineer
P.O. Box 2000
1625 13th Street
Lubbock, Texas 79457
Telephone: (806) 775–2393
Facsimile: (806) 775–3074

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 AND RESPONSIBILITIES

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

B. City's Responsibilities. The City is responsible for the matters as provided in Exhibit "C", attached hereto and made a part hereof.

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

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

D. Assignability. ENGINEER 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 ENGINEER, and in the case of City, its respective successors, legal representatives, and assigns, and in the case of ENGINEER, 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 ENGINEER and City.

I. Entire Agreement. This Contract, including Exhibits "A" through "C" attached hereto, contains the entire agreement between the City and ENGINEER, 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 ENGINEER and the City.

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

L. Notice of Waiver. A waiver by either City or ENGINEER 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 ENGINEER.

N. Non-Appropriation. All funds for payment by the City under this Contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of

funds by the City Council of the City of Lubbock for the goods or services provided under the Contract, the City will terminate the Contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this Contract is spent, whichever event occurs first (the "Non-Appropriation Date"). If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by the ENGINEER 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

Michael G. Keenum, P.E., CFM, Stormwater Engineer

APPROVED AS TO FORM:

Richard Casner, Natural Resources &
Utilities Attorney

Parkhill, Smith & Cooper, INC.

By: _____

Name: Mike W. Moss, ~~P.E.~~ AIA

Title: Principal

EXHIBIT A
TO
AGREEMENT FOR ENGINEERING SERVICES

Owner: City of Lubbock, Texas
Project: Engineering Services for Storm Drainage Design and Bid: From Yellowhouse Draw of the Brazos River (the Canyon) to Maxey Park Lake (Lake 43), named the "Northwest Lubbock Drainage Improvements Project Phase 2".

A DESCRIPTION OF SCOPE OF SERVICES

The scope of services for this project is as follows: Work will not proceed until the City has authorized Engineer in writing to proceed.

I. BASIC SERVICES

A. DESIGN SERVICES

1. Design services as defined by the tasks and man-hours in Exhibit A-1. Within the tasks and man-hours defined in Exhibit A-1, one (1) plans, specification and estimate (PS&E) design package. This PS&E package is further defined as follows:

   a. One PS&E package that covers the following proposed Phase 2 gravity flow storm sewer line segments and gravity flow appurtenances: From approximately ½ mile north of 4th Street in Quaker Avenue to Maxey Park Lake (Lake 43).

2. Geotechnical services as described by the tasks and man-hours in Exhibit A-1.

3. Surveying services as defined by the tasks and man-hours in Exhibit A-1.

4. Hydrogeological services as defined by the tasks and man-hours in Exhibit A-1.

5. Groundwater monitoring and testing services as defined by the tasks and man-hours in Exhibit A-1.

6. Deliver to the City one (1) reproducible plus three (3) non-reproducible copies of drawings and technical specifications developed for each PS&E package, plus one digital set of drawings and technical specifications for each PS&E package.

7. Deliver to the City one (1) complete hard copy and automated copy of any supporting data and calculations developed during the design of each PS&E package.

8. Deliver to the City disks containing the electronic files associated with the design of the project, including the supporting data, plans, specifications and opinions of probable construction costs.

9. Provide exhibits and coordination for Texas Department of Transportation construction and storm sewer utility permits as defined by the tasks and man-hours in Exhibit A-1.

10. Deliverables shall be provided to the City no later than 180 calendar days after Notice to Proceed.

B. BID PHASE SERVICES

1. Bid Phase services as defined in Exhibit A-1.

2. Bid Phase services are limited to assisting the City with soliciting and evaluating bids for the proposed trunk storm sewer line in paragraph I.A.1.a above.

II. ADDITIONAL SERVICES

1. At the request of the CITY, the ENGINEER will provide Additional Services as included herein or upon agreement between the CITY and the ENGINEER defining the extent of such Additional Services and the amount and manner in which ENGINEER will be compensated for such Additional Services.

2. Additional Services may include but are not limited to preparing permits as may be required by the Corps of Engineers (COE) or the Environmental Protection Agency (EPA) or such other regulatory agency. The extent and scope of such services can not be fully defined at this time.

3. Any work requested by the CITY that is not included in one of the items listed in any other place will be classified as Additional Services.

4. Additional services may be authorized by a notice-to-proceed in writing from the City Engineer and addressed to the Engineer.

EXHIBIT B
TO
AGREEMENT FOR ENGINEERING SERVICES

Owner: City of Lubbock, Texas
Project: Engineering Services for Storm Drainage Design and Bid: From Yellowhouse Draw of the Brazos River (the Canyon) to Maxey Park Lake (Lake 43), named the "Northwest Lubbock Drainage Improvements Project Phase 2."

COMPENSATION

BASIC SERVICES
For these services covered by this Agreement, the City agrees to pay the Engineer as follows:

A. GENERAL

1. The Engineer will be paid on an hourly rate basis shown in Table B-1 of Exhibit B and subconsultant personnel services will be billed at cost. Engineer and subconsultant reimbursable expenses will be billed at cost plus 15 percent surcharge. Reimbursable expenses are shown in Table B-1 of Exhibit B.

2. The Engineer agrees to use its best efforts to perform services as defined herein within the billing limits stated below.

3. It is understood and agreed that the maximum billings of each of the items listed below are based on the start of Services being authorized not later than December 31, 2014. If start of Basic Services is not authorized by date given, it is understood and agreed that the upper billing limit may be adjusted accordingly by a supplement to this Agreement.

4. Monthly payments shall be made to the Engineer by the City based on Engineer's statement. The statement shall be itemized to indicate the amount of work performed and the associated reimbursable expenses and subconsultant costs.

5. The uncontested amount of each statement shall be due and payable upon receipt by the City. Carrying charges of 1-1/2 percent per month from the billing date shall be due for accounts that are not paid within 60 days after the billing date.

6. The Engineer shall keep records on the basis of generally accepted accounting practices of costs and expenses and which records shall be available for inspection by the City during normal business hours.

7. The Engineer shall complete the services described herein within 6 calendar months of the date of the City's notice-to-proceed.

B. BASIC SERVICES

1. The maximum billed for Basic Services including personnel services and reimbursable expenses for the Engineer and Subconsultants is shown as follows:

	Basic Personnel Services	Basic Reimbursable Expenses
Parkhill, Smith & Cooper, Inc.	$458,282.00	$ 17,302.00
Hugo Reed and Associates, Inc.	$ 28,770.00	$ 769.00
Surveying		$ 56,693.00
Geotechnical		$ 55,605.00
Hydrogeological		$ 54,613.00
Monitoring Wells		$ 49,285.00
Subsurface Utility Locates		$ 8,000.00

TOTAL BASIC SERVICES NOT TO EXCEED $ 729,319.00

2. The Engineer shall start the performance of the Basic Services within ten (10) days of receipt of notice to proceed and will complete the Basic Services within 6 calendar months of the date of the notice-to-proceed.

C. ADDITIONAL SERVICES

Additional services must be authorized in writing by the City.

1. The maximum billed for Additional Services will be determined by mutual consent before the Additional Services are authorized by the City.

2. The Engineer shall start the performance of the authorized Additional Services within ten (10) days of the receipt of notice to proceed and will complete the Additional Services within the time period determined by mutual consent before the Additional Services are authorized by the City.

EXHIBIT B, TABLE B-1
PERSONNEL SERVICES RATES
TO
AGREEMENT FOR ENGINEERING SERVICES

Owner: City of Lubbock, Texas
Project: Engineering Services for Storm Drainage Design and Bid: From Yellowhouse Draw of the Brazos River (the Canyon) to Maxey Park Lake (Lake 43), named as the "Northwest Lubbock Drainage Improvements Project Phase 2."

COMPENSATION RATES

Hourly fees listed herein will apply until December 31, 2014. Hourly fees may be adjusted thereafter on January 1 of each successive year, as provided in Exhibit B, paragraph A.3.

A. PERSONNEL SERVICES

Category of Personnel	**$/HR**
Parkhill, Smith & Cooper, Inc.	
Principal-in-Charge	$227.00
Project Manager	$227.00
Senior Professional Engineer	$185.00
Professional Engineer	$152.00
Engineer-In-Training	$127.00
Technician/Designer	$109.00
CADD Operator	$ 96.00
Clerical	$ 76.00
Hugo Reed and Associates	
Principal-in-Charge or Officer	$155.00
Project Manager	$145.00
Senior Engineer	$135.00
Professional Engineer	$115.00
Engineer-In-Training	$ 95.00

CADD Technician	$ 80.00
Clerical	$ 55.00

B. REIMBURSABLE EXPENSES

The following expenses are reimbursable:

1. Actual expenses directly applicable to the project (such as vehicle mileage, postage, reproductions, equipment rentals, etc.).

EXHIBIT C
TO
AGREEMENT FOR ENGINEERING SERVICES

Owner: City of Lubbock, Texas
Project: Engineering Services for Storm Drainage Design and Bid: From Yellowhouse Draw of the Brazos River (the Canyon) to Maxey Park Lake (Lake 43), named the "Northwest Lubbock Drainage Improvements Project Phase 2."

CITY'S RESPONSIBILITIES

The City will furnish, as required by the work and not at the expense of the Engineer, the following items:

1. Subject to the terms of this Agreement, access to all maps, drawings, reports, records, audits, annual reports and other data that are available in the files of the City and which may be useful in the work involved under this Contract.

2. Secure and/or request permission to enter upon public and private property when required in performance of the Engineer's services.

3. Access to existing property, boundary, easement, right-of-way, utility surveys and property descriptions.

4. Full disclosure regarding the Project.

5. A Project Manager fully acquainted with the Project who has authority to approve changes in the Project within the delegated authority of the Project Manager, render decisions promptly, and furnish information in a reasonable time frame. It is recognized that certain changes or decisions will require City Manager and/or City Council approval.

6. Pay all costs for advertising and reproduction incident to advertising public meetings except for those public meetings advertisements which the Engineer is obligated to perform under Basic or authorized Supplemental Services.

7. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Engineer, obtain advice of an attorney, insurance counselor and other consultants as City deems appropriate for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of Engineer.

8. Provide such legal accounting, independent cost estimating and insurance counseling services as may be required for the Project and such auditing services as the City may

require to ascertain how or for what purpose any contractor has used the monies paid to him under the construction contract.

9. Give prompt written notice to Engineer whenever the City observes or otherwise becomes aware of any defect in the Project.

10. Cooperate with Engineer in securing preliminary approvals and consensus from the governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

11. Provide orthophotography and photogrammetry for the project in a format, accuracy, and resolution suitable for construction plans at 1"=50' scale.

12. Bear all costs incident to compliance with the requirements of this Exhibit C.

EXHIBIT A-1

BASIC DESIGN SERVICES

TASKING, MAN-HOURS, REIMBURSABLES, AND SUBCONSULTANTS

CITY OF LUBBOCK, TEXAS
ENGINEERING SERVICES FOR STORM DRAINAGE DESIGN
NORTHWEST LUBBOCK DRAINAGE IMPROVEMENTS PROJECT PHASE 2
ESTIMATE OF MAN-HOURS, WORKSHEET 1
BASIC DESIGN SERVICES, ESTIMATE OF MAN-HOURS AND TASKS

File: NWLDIP-1 FOR PH 2 ONLY.XLS

EXHIBIT A-1

11-Aug-14 10:50 AM

Firm	Task	Prin. or Officer	Proj. Mgr.	Sr. Engr.	Prof. Engr.	Prof. Arch.		EIT	Technician or Designer	CADD Opr. or CADD Tech.	Clerical	Total Hours	Total Extension ($)
PSC		$227.00	$227.00	$185.00	$152.00			$127.00	$109.00	$96.00	$76.00		
HR	<<<<<<<<<<<< Rates >>>>>>>>>>>>	$155.00	$145.00	$135.00	$115.00			$95.00		$80.00	$55.00		
PSC	A. REVIEW SELECTED PROJECT W/CITY STAFF	1	4		6			4					
HR	1. Identify any needed modifications since completion of Feasibility Study and Phase 1 Const. review with City											15	$2,555
												0	$0
PSC	2. Reserved											0	$0
HR												0	$0
PSC	3. Review w/City scope and schedule for recommended	1	2		2					2	1	8	$1,253
HR	ground survey needs (Phase 2)			2	1			2			1	6	$630
PSC	4. Review w/City scope and schedule for recommended		2		2			2	2			8	$1,230
HR	geotechnical investigations (Preliminary)											0	$0
PSC	5. Review w/City potential utility relocation/coordination		4		4			4				12	$2,024
HR	needs, make preliminary identifications			2								2	$270
PSC	6. Identify potential easement/property acquisition needs		6		6			6				18	$3,036
HR	Review w/City (Phase 2 and 3)			4	2			6				12	$1,340
PSC	7. Discuss affected regulatory agency coordination needs												$0
HR	(Performed in Phase 1)												$0
PSC	8. Coordinate anticipated project construction budget		2		2			2				6	$1,012
HR	(Preliminary)											0	$0
PSC	9. Reserved											0	$0
HR												0	$0
PSC	10. Review with City proposed new monitor well		2		2			2				6	$1,012
HR	locations (Phase 2)			2								2	$270
PSC	11. Reserved											0	$0
HR												0	$0

CITY OF LUBBOCK, TEXAS
ENGINEERING SERVICES FOR STORM DRAINAGE DESIGN
NORTHWEST LUBBOCK DRAINAGE IMPROVEMENTS PROJECT PHASE 2
ESTIMATE OF MAN-HOURS, WORKSHEET 1
BASIC DESIGN SERVICES, ESTIMATE OF MAN-HOURS AND TASKS

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EXHIBIT A-1

11-Aug-14 10:50 AM

Firm	Task	Prin. or Officer	Proj. Mgr.	Sr. Engr.	Prof. Engr.	Prof. Arch.		EIT	Technician or Designer	CADD Opr. or CADD Tech.	Clerical	Total Hours	Total Extension ($)
PSC		$227.00	$227.00	$185.00	$152.00			$127.00	$109.00	$96.00	$76.00		
HR	<<<<<<<<<<< Rates >>>>>>>>>>>	$155.00	$145.00	$135.00	$115.00			$95.00		$80.00	$55.00		
	B. COORDINATE ACQUISITION OF DESIGN DATA												
PSC	1. Reserved											0	$0
HR												0	$0
PSC	2. Coordinate with surveyors for ground Surveying	1	12		12			12		4	2	43	$6,835
HR	Phase 2	1		3	3			3		2	1	13	$1,405
PSC	3. Coordinate geotechnical investigations, analyze data		16		6			24		4		50	$7,976
HR												0	$0
PSC	4. Onsite direction for soil sampling for TPH analysis	1	4					16	2			23	$3,385
HR	during geotechnical investigation (Three LPST site suspected)											0	$0
PSC	5. Onsite direction for soil sampling for pH analysis		2					8				10	$1,470
HR	during geotechnical investigation											0	$0
PSC	6. Water sampling for TPH and BTEX, pH, lead		6					8	8			22	$3,250
HR												0	$0
PSC	7. Coordination and onsite presence for monitor	1	12						32		1	46	$6,515
HR	well construction (up to 5 new wells)											0	$0
PSC	8. Measure groundwater levels, 5 wells @ 2 per well	1	4						8		2	15	$2,159
HR	Summarize groundwater data (up to 5 new wells) Retrieve samples for analysis											0	$0
PSC	9. Incorporation andcheck of aerials furnished by Owner												$0
HR	(Performed in Phase 1)												$0
PSC	10. Review environmental records search update	1	6					6	3		1	17	$2,754
HR	and plot new data on plan-profile sheets											0	$0
PSC	11. Retrieve additional LPST records from	1	2		4							7	$1,289
HR	TCEQ, if possible											0	$0

CITY OF LUBBOCK, TEXAS
ENGINEERING SERVICES FOR STORM DRAINAGE DESIGN
NORTHWEST LUBBOCK DRAINAGE IMPROVEMENTS PROJECT PHASE 2
ESTIMATE OF MAN-HOURS, WORKSHEET 1
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11-Aug-14 10:50 AM

Firm	Task	Prin. or Officer	Proj. Mgr.	Sr. Engr.	Prof. Engr.	Prof. Arch.		EIT	Technician or Designer	CADD Opr. or CADD Tech.	Clerical	Total Hours	Total Extension ($)
PSC		$227.00	$227.00	$185.00	$152.00			$127.00	$109.00	$96.00	$76.00		
HR	<<<<<<<<<<< Rates >>>>>>>>>>>	$155.00	$145.00	$135.00	$115.00			$95.00		$80.00	$55.00		
PSC	12. Collate and interpret field data as it becomes available	1	16		12			16		8	2	55	$8,635
HR	and correlate data between subs (geotech, monitor well,	1		2	2			2			1	8	$900
	surveys, environmental search) throughout Phase 2 design												
PSC	13. Confirm storm sewer route with City staff, prepare	1	2					2		2	1	8	$1,203
HR	exhibits as necessary for coordination with Staff	1		2				2		2	1	8	$830
	Review with staff alternate route if warranted												
	C. REFINE MODEL OF SELECTED ALTERNATIVE												
PSC	1. Verify desired level of protection with City staff												
HR	Done - Phase 1											0	$0
												0	$0
PSC	2. Use runoff curve numbers from feasibility study												
HR	(No additional effort) Develop runoff curve numbers for											0	$0
	Rawls Lake watershed and Indiana local inflow (addl. effort)											0	$0
	Done - Phase 1												
PSC	3. Use drainage area boundaries from feasibility study												
HR	(No additional effort), additional drainage calcs for Rawls											0	$0
	Course Lake and local inflows at Indiana (addl. effort)											0	$0
	Done - Phase 1												
PSC	4. Use times of concentration from feasibility study												
HR	(No additional effort), calculate times of concentration											0	$0
	for additional areas added (addl. Effort) Done - Phase 1											0	$0
PSC	5. Revise elevation-area-storage data for lakes using												
HR	new orthophotography and DTM plus bathymetric											0	$0
	field survey data, incorporate field survey data into											0	$0
	lakes DTMs (LCU lake, L42, L43, L45, L46, L47, L52, L71												
	L105). Use beginning water surface elevations from												
	feasibility study or as directed by Owner. Update Excel												
	tables. Done - Phase 1												
PSC	6. Coordinate with Owner about using fully-developed												
HR	on TTU agricultural property											0	$0
	Done - Phase 1											0	$0
PSC	7. Revise baseline hydrologic models using revised												
HR	lake elevation-area-storage relationships and run											0	$0
	baseline models (existing, future no-action)											0	$0
	(Existing condition and future no-action 5-, 10-, 25-, 50-												
	and 100-year events). Update model input, run and												
	compare to feasibility study results. Insert routing L47-L52												

CITY OF LUBBOCK, TEXAS
ENGINEERING SERVICES FOR STORM DRAINAGE DESIGN
NORTHWEST LUBBOCK DRAINAGE IMPROVEMENTS PROJECT PHASE 2
ESTIMATE OF MAN-HOURS, WORKSHEET 1
BASIC DESIGN SERVICES, ESTIMATE OF MAN-HOURS AND TASKS

File: NWLDIP-1 FOR PH 2 ONLY.XLS

EXHIBIT A-1

11-Aug-14 10:50 AM

Firm	Task	Prin. or Officer	Proj. Mgr.	Sr. Engr.	Prof. Engr.	Prof. Arch.		EIT	Technician or Designer	CADD Opr. or CADD Tech.	Clerical	Total Hours	Total Extension ($)
PSC		$227.00	$227.00	$185.00	$152.00			$127.00	$109.00	$96.00	$76.00		
HR	<<<<<<<<<<< Rates >>>>>>>>>>>	$155.00	$145.00	$135.00	$115.00			$95.00		$80.00	$55.00		
PSC	8. Revise feasibility study adICPR model for Alt. 5,											0	$0
HR	using revised lake elevation-area-storage relation-											0	$0
	ships (5-, 10-, 25-, 50-, and 100-year events). Update												
	input, add routing, run, compare to feasibility sty results.												
	Done - Phase 1												
PSC	9. Refine adICPR model storm sewer profiles based		3		6			24				33	$4,641
HR	on initial field data for utilities.				4							4	$460
	Continuing updates - rerouted trunk line/TTU tie-in												
PSC	10. Coordinate with City staff on manhole spacings				2							2	$304
HR	and locations for model refinement											0	$0
	(proposed storm sewer)												
PSC	11. Routing cross sections take-off from DTM, L47 to L46,											0	$0
HR	L46 to L52, data for proper routing and hydrograph											0	$0
	timing accounting at Indiana												
	Done - Phase 1												
PSC	12. Refine model staged conduit sizes	1	12		14			32		12		71	$10,295
HR	Refinement to include looking at box Quaker to Maxey			6	6							12	$1,500
	and pipe as potential feasible, tie-in at TTU on Quaker												
PSC	13. Review model results with City Staff, prepare summaries	1	4	4				8			1	18	$2,967
HR	and graphs, est. two meetings for review			2				2				4	$460
	(Also refine item C12 for review purposes)												
PSC	14. Update Opinion of Probable Construction Cost	1	8		12			16			1	38	$5,975
HR	based on refined model (Use existing quantity											0	$0
	information as appropriate)												
PSC	15. Prepare final adICPR model as refined from	1	6	8				12			1	28	$4,669
HR	design drawings, QA review by HRA	1			8			8				17	$1,835
PSC	16. Run FIS model and outflow hydrograph from drain system,											0	$0
HR	Analyze for increases in peak discharge above FIS flow rates											0	$0
	in main Canyon, check for depth of flow over dam,												
	effect on Erskine sag vertical curve Deleted												
PSC	17. Coordinate with Owner on re-route of system	1	2		2			2			1	8	$1,315
HR	and/or reconfiguring profile based on field data, testing,		2									2	$290
	and utilities												

CITY OF LUBBOCK, TEXAS
ENGINEERING SERVICES FOR STORM DRAINAGE DESIGN
NORTHWEST LUBBOCK DRAINAGE IMPROVEMENTS PROJECT PHASE 2
ESTIMATE OF MAN-HOURS, WORKSHEET 1
BASIC DESIGN SERVICES, ESTIMATE OF MAN-HOURS AND TASKS

File: NWLDIP-1 FOR PH 2 ONLY.XLS

EXHIBIT A-1

11-Aug-14 10:50 AM

Firm	Task	Prin. or Officer	Proj. Mgr.	Sr. Engr.	Prof. Engr.	Prof. Arch.		EIT	Technician or Designer	CADD Opr. or CADD Tech.	Clerical	Total Hours	Total Extension ($)
PSC		$227.00	$227.00	$185.00	$152.00			$127.00	$109.00	$96.00	$76.00		
HR	<<<<<<<<<<< Rates >>>>>>>>>>>	$155.00	$145.00	$135.00	$115.00			$95.00		$80.00	$55.00		
	D. DETAILED DESIGN ITEMS												
PSC	1. Submerged intlet structures -- Minor -- none in Phase 2											0	$0
HR												0	$0
PSC	2. Submerged intlet structures -- Major (1 estimated)		3		16			16				35	$5,145
HR	primarily dimensional and structural analysis (Large L43 structure)											0	$0
PSC	3. Reserved											0	$0
HR												0	$0
PSC	4. Transition of storm drain conduit for conformity to topo											0	$0
HR	primarily dimensional and structural analysis Done - Phase 1 Outlet											0	$0
PSC	5. Tunneling at Greek Circle	1	4	2	16			16				39	$5,969
HR	primarily dimensional and structural analysis											0	$0
PSC	6. 19th Street, Marsha Sharp Crossings -- (2)	1	8		32			32				73	$10,971
HR	(involves tunneling and de-watering, tunnel stresses) primarily dimensional and structural analysis											0	$0
PSC	7. Quaker run, 4th St Crossings		4		4			8				16	$2,532
HR	(involves tunneling at 4th Street) primarily dimensional and structural analysis											0	$0
PSC	8. Railroad Crossings - completed in Phase 1											0	$0
HR												0	$0
PSC	9. Reserved											0	$0
HR												0	$0
PSC	10. Backfill Requirements (use typical requirements rather	1	2		2			2	2			9	$1,457
HR	than reach specific requirements, geotech materials general grouping of backfill)											0	$0
PSC	11. Pavement Cut and Repair (Use a typical section per	1	2		6			6			1	16	$2,431
HR	street type such as residential, industrial service, five-lane and seven-lane service). Coord. W/City											0	$0
PSC	12. Reserved											0	$0
HR												0	$0

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PSC		$227.00	$227.00	$185.00	$152.00			$127.00	$109.00	$96.00	$76.00		
HR	<<<<<<<<<<<< Rates >>>>>>>>>>>>	$155.00	$145.00	$135.00	$115.00			$95.00		$80.00	$55.00		
PSC	13. Calculate pipe D-loads for open trench, loads on box	1	12		16			32				61	$9,447
HR												0	$0
PSC	14. Coordinate with City staff on allowable pipe	1	2		8						3	14	$2,125
HR	materials and joint types, research permissble box joint options										1	1	$55
PSC	15. Architectural treatment of inlets,	1	4		4					4		13	$2,127
HR	Use previous concepts, meet with lake owners or Parks as app.											0	$0
PSC	16. Impact structure or energy dissipating at Canyon,											0	$0
HR	Completed in Phase 1											0	$0
	E. PREPARATION OF PLAN/PROFILE DRAWINGS												
PSC	1. L43 to Quaker tie-in, 10,800 lf estimated Phase 2	1	48		120			120	60	160		509	$66,503
HR	Utility add-ins, boring and monitor well locations, pipe grades and call outs, D-load call outs, reviews, 11 sheets											0	$0
PSC	2. Lake 45 to Trunk Sewer – in Phase 3											0	$0
HR												0	$0
PSC	3. Lake 46 to Trunk Sewer – in Phase 3											0	$0
HR												0	$0
PSC	4. Lake 71 to Trunk Sewer – in Phase 3											0	$0
HR												0	$0
PSC	5. Allowance for re-route based on subsurface conditions,	1	12		32			32		32		109	$14,951
HR	ability to procure easements, and environmental testing				8							8	$920
PSC	6. Finish grading at Maxey inlet, riprap details		6		8			8		24		46	$5,898
HR	Phase 2											0	$0

CITY OF LUBBOCK, TEXAS
ENGINEERING SERVICES FOR STORM DRAINAGE DESIGN
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PSC		$227.00	$227.00	$185.00	$152.00			$127.00	$109.00	$96.00	$76.00		
HR	<<<<<<<<<<< Rates >>>>>>>>>>>	$155.00	$145.00	$135.00	$115.00			$95.00		$80.00	$55.00		
PSC	7. Traffic control plans, Phase 2	1	16		24			24		48		113	$15,163
HR	Greek Circle limited access											0	$0
	Coord. With Owner on road/lane closures												
PSC	8. General Notes, Phase 2		2		8					4		14	$2,054
HR												0	$0
PSC	9. Reserved											0	$0
HR												0	$0
PSC	10. Reserved											0	$0
HR												0	$0
PSC	11. Reserved											0	$0
HR												0	$0
PSC	12. Reserved											0	$0
HR												0	$0
PSC	13. Reserved											0	$0
HR												0	$0

CITY OF LUBBOCK, TEXAS
ENGINEERING SERVICES FOR STORM DRAINAGE DESIGN
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PSC		$227.00	$227.00	$185.00	$152.00			$127.00	$109.00	$96.00	$76.00		
HR	<<<<<<<<<<<< Rates >>>>>>>>>>>>	$155.00	$145.00	$135.00	$115.00			$95.00		$80.00	$55.00		
	F. PREPARATION OF MISC DETAIL SHEETS												
PSC	1. Trenching, Excavation and Backfill		4		8			8	0	24	1	45	$5,520
HR	Typical details (not customized, use prior project with with revisions for this project)(2 sheets est. for pipe plus one new sheet for box)											0	$0
PSC	2. Manholes	1	3		6			8		48	1	67	$7,520
HR	One sets of details, large dia. pipe special details associated w/each (3 sheets est.) (prior project sheets with revisions, plus 2 new shts box)											0	$0
PSC	3. Reserved											0	$0
HR												0	$0
PSC	4. Tunneling	1	4		4			4	0	8		21	$3,019
HR	Typical tunneling details (1 sheet est.)											0	$0
PSC	5. Pavement Cut and Repair, pipe and box sections	1	2		6			6		24	1	40	$4,735
HR	Typical details for approx. 4 street types (3 sheets est.)										1	1	$55
PSC	6. Erosion and Sediment Control	1	6		8					16	2	33	$4,493
HR	Construction activity controls (typ. where possible) (4 sheets est.)											0	$0
PSC	7. Reserved											0	$0
HR												0	$0
PSC	8. Reserved											0	$0
HR												0	$0
PSC	9. Miscellaneous Utility Adjustments	1	4		6			16		16		43	$5,616
HR	(TTU irrigation trunk lines, water and sewer crossings)											0	$0
PSC	10. Flatwork, Park Drains and Miscellaneous Concrete	1	4		6			24	14	14		63	$7,965
HR	(6 sheets est.)											0	$0
PSC	11. Demolition and reconstruction details El Chico Channel		4		8			8		28		48	$5,828
HR												0	$0
PSC	12. Reserved											0	$0
HR												0	$0
PSC	13. Reserved											0	$0
HR												0	$0
PSC	14. Reserved											0	$0
HR												0	$0

CITY OF LUBBOCK, TEXAS
ENGINEERING SERVICES FOR STORM DRAINAGE DESIGN
NORTHWEST LUBBOCK DRAINAGE IMPROVEMENTS PROJECT PHASE 2
ESTIMATE OF MAN-HOURS, WORKSHEET 1
BASIC DESIGN SERVICES, ESTIMATE OF MAN-HOURS AND TASKS

File: NWLDIP-1 FOR PH 2 ONLY.XLS

EXHIBIT A-1

11-Aug-14 10:50 AM

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PSC		$227.00	$227.00	$185.00	$152.00			$127.00	$109.00	$96.00	$76.00		
HR	<<<<<<<<<<<< Rates >>>>>>>>>>>>	$155.00	$145.00	$135.00	$115.00			$95.00		$80.00	$55.00		
	G. PREPARATION OF SPECIFICATIONS												
PSC	1. Prepare outline of specifications sections												
HR	(Phase 2)	2	8		8			8			2	28	$4,654
												0	$0
PSC	2. Coordinate General Conditions with City												
HR	(Phase 2)	1	12		12						2	27	$4,927
												0	$0
PSC	3. Prepare individual Specification Sections												
HR	(Phase 2)	1	16		24			72			8	121	$17,259
												0	$0
PSC	4. QA/QC of plans and specifications	1	84		72						4	161	$30,543
HR	(Phase 2)	1		24							2	27	$3,505
PSC	5. Perform quantity take offs, revise Opinion of												
HR	Probable Construction Cost (Phase 2)	1	16		24			40	40	40	2	163	$20,939
												0	$0
PSC	6. Coordinate with City staff on format of bid form												
HR	and any alternate bids (Phase 2)	1	6		8			8			4	27	$4,125
												0	$0
PSC	7. Quantity and detail compliance with street repair/rebuild												
HR	ordinance		16		12			12		24		64	$9,284
					6							6	$690
PSC	8. Prepare Exhibit A bid format Phase 2												
HR			6		12			24			8	50	$6,842
												0	$0
	H. RIGHT OF WAY												
PSC	1. Coordinate with City staff on easement and right												
HR	of way needs, crossing permits status Phase 2		12		18			16		16	1	63	$9,104
				6	6					8	1	21	$2,195
PSC	2. Prepare easement and right of way parcel drawings												
HR	and metes and bounds descriptions for private		8		6						3	17	$2,956
	property right of way/easement acquisition			24							3	27	$3,405
	(City to furnish existing property metes and bounds)												
	Oversight task												
PSC	3. Coordinate with TxDOT for highway crossings	1	16		24			8		8	2	59	$9,443
HR		1										1	$155

CITY OF LUBBOCK, TEXAS
ENGINEERING SERVICES FOR STORM DRAINAGE DESIGN
NORTHWEST LUBBOCK DRAINAGE IMPROVEMENTS PROJECT PHASE 2
ESTIMATE OF MAN-HOURS, WORKSHEET 1
BASIC DESIGN SERVICES, ESTIMATE OF MAN-HOURS AND TASKS

File: NWLDIP-1 FOR PH 2 ONLY.XLS

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PSC		$227.00	$227.00	$185.00	$152.00			$127.00	$109.00	$98.00	$76.00		
HR	<<<<<<<<<<<< Rates >>>>>>>>>>>>	$155.00	$145.00	$135.00	$115.00			$95.00		$80.00	$55.00		
PSC	4. Prepare permit applications and supporting	1	8		18			18		32	3	80	$10,365
HR	exhibits (TxDOT @ 4th Street, 19th Street,			4	4							8	$1,000
	Marsha Sharp Freeway)												
PSC	5. Reserved											0	$0
HR												0	$0
PSC	6. Reserved											0	$0
HR												0	$0
	I. COORDINATION WITH UTILITIES												
PSC	1. Coordinate externally with utilities Phase 2	1	4		6			6				17	$2,809
HR												0	$0
PSC	2. Reserved											0	$0
HR												0	$0
PSC	3. Identify utility adjustments necessary to the project	1	4		6			6		4	1	22	$3,269
HR				2								2	$270
PSC	4. Notify City staff and review utility adjustments	1	2		2						2	7	$1,137
HR	recommendations			2								2	$270
PSC	5. Reserved											0	$0
HR												0	$0
	K. BID PHASE SERVICES												
PSC	1. Advertise for bids (City)		3		3							6	$1,137
HR	PSC prepare synopsis for ad assistance											0	$0
PSC	2. Q&A during bid period (1 packages)	1	24		24			24		12		85	$13,523
HR		1			4							5	$615
PSC	3. Prebid conference (1 package)											0	$0
HR												0	$0

CITY OF LUBBOCK, TEXAS
ENGINEERING SERVICES FOR STORM DRAINAGE DESIGN
NORTHWEST LUBBOCK DRAINAGE IMPROVEMENTS PROJECT PHASE 2
ESTIMATE OF MAN-HOURS, WORKSHEET 1
BASIC DESIGN SERVICES, ESTIMATE OF MAN-HOURS AND TASKS

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PSC	<<<<<<<<<<<< Rates >>>>>>>>>>>>	$227.00	$227.00	$185.00	$152.00			$127.00	$109.00	$98.00	$76.00		
HR		$155.00	$145.00	$135.00	$115.00			$95.00		$80.00	$55.00		
PSC	4. Evaluation of bidders (City)											0	$0
HR												0	$0
PSC	5. Reserved											0	$0
HR												0	$0
	L. DELIVERY TO CITY												
PSC	1. Organize and consolidate final design data	1	2		4			4		8	1	20	$2,641
HR	(Phase 2)	1		2	2			4		4	1	14	$1,410
PSC	2. Reproduce duplicate sets of the design data and deliver to City		4		4			8			2	18	$2,684
HR	(Phase 2)											0	$0
PSC	3. Organize electronic files and directories, write to		2		4			6		6	1	19	$2,476
HR	CD or flash drive, deliver CD's or flash drives of electronic files (Phase 2)			2	2			2		2	1	9	$905
	M. OTHER ITEMS												
PSC	1. Overall project team coordination, misc.	2	12		12			10				36	$6,272
HR		2	6		6			6				20	$2,440
PSC	2. Reserved											0	$0
HR												0	$0
PSC	3. Coordination with Texas Tech University	2	12		12			8		8	2	44	$6,938
HR					2							2	$230
PSC	4. Coordination with Parks Dept.		3					6		6		15	$2,019
HR												0	$0
PSC	5. Coordination with TxDOT w/City Staff	1	6		6			8		2		23	$3,709
HR					4							4	$460
PSC	6. Reserved											0	$0
HR												0	$0

CITY OF LUBBOCK, TEXAS
ENGINEERING SERVICES FOR STORM DRAINAGE DESIGN
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PSC		$227.00	$227.00	$185.00	$152.00			$127.00	$109.00	$96.00	$76.00		
HR	<<<<<<<<<<<< Rates >>>>>>>>>>>>	$155.00	$145.00	$135.00	$115.00			$95.00		$80.00	$55.00		
PSC	7. Reserved											0	$0
HR												0	$0
PSC	8. Reserved											0	$0
HR												0	$0
PSC	9. Reserved											0	$0
HR												0	$0
		60	589	105	833	0	0	905	171	666	85	3414	
	PSC	50	581	14	763	0	0	868	171	648	71	3166	93%
	HR	10	8	91	70	0	0	37	0	18	14	248	7%
												3414	
	Totals for Worksheet 1 — Basic Design Services												
	PSC	$11,350	$131,887	$2,590	$115,976	$0	$0	$110,236	$18,639	$62,208	$5,396	$458,282	94%
	HR	$1,550	$1,160	$12,285	$8,050	$0	$0	$3,515	$0	$1,440	$770	$28,770	6%
												$487,052	

CITY OF LUBBOCK, TEXAS
ENGINEERING SERVICES FOR STORM DRAINAGE DESIGN
NORTHWEST LUBBOCK DRAINAGE IMPROVEMENTS PROJECT PHASE 2
ESTIMATE OF REIMBURSABLE EXPENSES, WORKSHEET 2
BASIC DESIGN SERVICES, REIMBURSABLE EXPENSES

File: NWLDIP-2 FOR PH 2 ONLY.XLS **EXHIBIT A-1** 10:50 AM 11-Aug-14

	Reimbursable Expenses											Total
PSC	Mileage (Government rate)	1000	Miles	@	$0.56	per mile						$560
HR		200	Miles	@	$0.56	per mile						$112
PSC	Blueline prints -- check sets plus three review sets	200	Sheets	@	$3.49	per sheet						$698
HR	only, 100 sheets per review set est., misc.markup sheets.	40	Sheets	@	$3.49	per sheet						$140
	13 sets of final drawings to Owner (Two packages)											
PSC	8.5 x 11 and 11x 17 Reproductions, misc.	400	Sheets	@	$0.10	per sheet						$40
HR		100	Sheets	@	$0.10	per sheet						$10
PSC	Toll telephone	1	Project	@	$50.00	per project						$50
HR		1	Project	@	$50.00	per project						$50
PSC	Fax	20	Pages	@	$1.00	per page						$20
HR		10	Pages	@	$1.00	per page						$10
PSC	Postage, shipping and delivery, misc.	10	Mailings	@	$15.00	per mailing						$150
HR		5	Mailings	@	$15.00	per mailing						$75
PSC	CADD charges	676	Hours	@	$8.00	per hour						$5,408
HR		34	Hours	@	$8.00	per hour						$272
PSC	Interface probe rental charges for groundwater	2	Days	@	$150.00	per day						$300
HR	measurements	0	Days	@	$150.00	per day						$0
PSC	Mylar for reproducible construction drawings, final sets	1	Rolls	@	$320.00	per roll						$320
HR		0	Rolls	@	$320.00	per roll						$0

CITY OF LUBBOCK, TEXAS
ENGINEERING SERVICES FOR STORM DRAINAGE DESIGN
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ESTIMATE OF REIMBURSABLE EXPENSES, WORKSHEET 2
BASIC DESIGN SERVICES, REIMBURSABLE EXPENSES

File: NWLDIP-2 FOR PH 2 ONLY.XLS **EXHIBIT A-1** 10:50 AM 11-Aug-14

	Reimbursable Expenses											Total
PSC	Update environmental records search	0	Job	@	$200.00	per job						$0
HR		0	Job	@	$0.00	per job						$0
PSC	Analytical lab analysis for TPH in soils (bill at actual cost)	30	samples	@	$100.00	per sample						$3,000
HR		0	samples	@	$100.00	per sample						$0
PSC	Analytical lab analysis for BTEX in soil and water (bill at actual	30	samples	@	$150.00	per sample						$4,500
HR	cost)	0	samples	@	$150.00	per sample						$0
PSC	~~Analytical lab analysis for arsenic in soil and water~~	0	samples	@	$90.00	per sample						$0
HR		0	samples	@	$90.00	per sample						$0
PSC	~~18 sets of PS&E package blueline drawings, pkg. 1, to plan~~	0	sets	@	$0.00	per set						$0
HR	~~rooms plus 1 set to PSC and 1 set to HRA, 20 total sets est.~~	0	sets	@	$0.00	per set						$0
PSC	~~61 sets of specifications for PS&E package 1~~	0	sets	@	$0.00	per set						$0
HR	~~(13 sets City, 1 PSC, 1 HRA, 18 plan rooms, 8 contract sets)~~	0	sets	@	$0.00	per set						$0
	~~(10 sets for contractor's use)(13+1+1+18+8+10=51)~~											
PSC	~~33 paired sets of geotechnical reports~~	0	paired sets	@	$0.00	per paired set						$0
HR	~~(18 plan rooms x 2 geotech reports/paired set), 3 paired sets to~~	0	paired sets	@	$0.00	per paired set						$0
	~~City at bid phase, 10 City sets after award, 1 PSC, 1 HRA)~~											
	~~(10 sets for Contractor's use)(18+3+10+1+1+10=43)~~											
PSC	~~Shipment of 18 bid sets to plan rooms, private courier~~	0	shipments	@	$0.00	per shipment						$0
HR	~~economy service~~	0	shipments	@	$0.00	per shipment						$0
	Subtotals for Worksheet 2 — Basic Design Services											
	PSC											$15,046
	HR											$669
	w/ Contract multiplier for reimbursables = 1.15										Total	$18,072

CITY OF LUBBOCK, TEXAS
ENGINEERING SERVICES FOR STORM DRAINAGE DESIGN
NORTHWEST LUBBOCK DRAINAGE IMPROVEMENTS PHASE 2
ESTIMATE OF SUBCONSULTANT EXPENSES, WORKSHEET 3
BASIC DESIGN SERVICES, SUBCONSULTANT EXPENSES

File: NWLDIP-3 FOR PH 2 only.xls **EXHIBIT A-1** 10:59 AM 11-Aug-14

	Subconsultant Expenses							Total	Subtotal
**	**Geotechnical Services (subconsultant)**								
	Geotechnical, hollow stem auger drilling, SPT @ 2-1/2', 5' and 5' intervals thereafter								
	a. 1 test holes to maximum 25' depth each (one hole at Maxey Park))	25	Lft	@	$ 25.00	per foot		$625	
	b. Value of cohesion at Maxey Lake inlet location, cohesion depth by Engineer)	1	Each	@	$ 125.00	per each		$125	
	c. 6 test holes to maximum 50' depth each (average depth, est. one per quarter mile average)	300	Lft	@	$ 25.00	per foot		$7,500	
	d. 2 test holes to maximum 50' depth each feet each with split spoon samples for chemical analysis, decontamination between samples, in conjunction with the above test holes, these are additional charges for reduced drilling production rates, sampling interval in the field to be determined by the Engineer (tentative dependent on field findings)	100	Lft	@	$ 20.00	per foot		$2,000	
	e. Laboratory testing including moisture content, percent passing #200 sieve, Atterberg Limits, and soil calssification, est. at 5 feet initial depth and 5 feet intervals thereafter, 7 primary test holes	105	Each	@	$ 125.00	per each		$13,125	
	f. Grouting test holes upon completion	325	Lft	@	$ 18.00	per foot		$5,850	
	g. Core drill through auger refusal reaches (suspected rock) plus unforseen allowance length	200	Lft	@	$ 38.00	per foot		$7,600	
	h. Coring through concrete or asphalt and repairing, estimate 9 test holes	6	Each	@	$ 175.00	per each		$1,050	
	i. Triaxial shear test, ASTM D-2850, unconsolidated and undrained, estimated at one per mile and at tunnel portals	4	Each	@	$ 200.00	per each		$800	
	j. Retrieve RQD cores, estimated at 1 per test hole on average (store longer than 6 mon.)	60	Lft	@	$ 25.00	per foot		$1,500	
	k. Perform soil resisivity test (deleted)	0	Each	@	$ -	per each		$0	
	l. Perform pH test of soil	6	Each	@	$ 30.00	per each		$180	
	m. Engineering analysis and recommendation (1 report) based	9	Hours	@	$ 150.00	per hour		$1,350	
	n. Traffic control (per TxDOT on TxDOT right-of-way, per City on City right-of-way)	5	days	@	$ 1,000.00	per day		$5,000	
	o. Rental charges for traffic signs	5	days	@	$ 450.00	per day		$2,250	
	p. Clearing test holes with utilities	24	Hours	@	$ 100.00	per hour		$2,400	
	q. Mobilization of HAS drill rig	6	days	@	$ 500.00	per day		$3,000	
	r. Mobilization of decontamination equipment	2	days	@	$ 450.00	per day		$900	
	s. Drafting, word processing, report production	1	Project	@	$ 350.00	per project		$350	$55,605
	City to provide access permission onto private row								
	Terra to assist PSC with sampling for chemical analysis								

CITY OF LUBBOCK, TEXAS
ENGINEERING SERVICES FOR STORM DRAINAGE DESIGN
NORTHWEST LUBBOCK DRAINAGE IMPROVEMENTS PHASE 2
ESTIMATE OF SUBCONSULTANT EXPENSES, WORKSHEET 3
BASIC DESIGN SERVICES, SUBCONSULTANT EXPENSES

File: NWLDIP-3 FOR PH 2 only.xls **EXHIBIT A-1** 10:59 AM 11-Aug-14

	Subconsultant Expenses							Total	Subtotal
**	**Aerial Photography (subconsultant)** None - digital aerials, digital TIN files, digital DTM based on aerial photogrammetry to be furnished by others under separate contract with the City of Lubbock. Drainage design consultant team can rely on information as correct.								
**	**Surveying (subconsultant)** See Worksheet 3A and 3B City to obtain access permission onto private row								$ 56,693
**	Subsurface Utility Engineering (SUE) (subconsultant - UCA - potholes) a. Pothole specific water, gas and telecommunications utilities	1	Project	@	$8,000.00	per project		$8,000	$8,000
**	**Monitoring well (subconsultant)**								
	a. Mobilization, drill rig & ancillary equipment & crew (estimate one mobilization per two wells)	5	Each	@	$ 200.00	per each		$ 1,000	
	b. Monitoring well drilling operations to drill 7-10 inch borehole, 0.010-inch screen, filter pack, grout, bentonite, based on 60 feet average per well, 5 basic wells estimated, 5 wells contingent, casing and screen Sched. 40 PVC, foam and/or water allowed as conditions require	300	Feet	@	$ 80.00	per foot		$ 24,000	
	c. Pilot hole drilling, 4-inch bit, air drilled, for water table detection, based on 70 feet average per well, 15 basic wells plus 5 wells contingent	300	Feet	@	$ 6.00	per foot		$ 1,800	
	d. Allowance for split spoon soil sampling and decontamination between samples split spoon sampling only required at selected well locations as determined by Engineer (unit price includes increased labor and slower drilling production allowances) (sampling interval estimated beginning at 5-foot below grade and at 5-foot intervals thereafter, plus sample at groundwater surface interface)	4	Hole	@	$ 675.00	per hole		$ 2,700	
	e. Allowance for mobilizing decontamination equipment, (estimate one mobilization per well) decontamination only required at selected well locations as determined by Engineer	4	Hole	@	$ 215.00	per hole		$ 860	
	f. Manhole surface finish, 15 basic wells, 5 wells contingent, manhole surface	5	Each	@	$ 500.00	per each		$ 2,500	
	g. Protective steel casing surface finish, painted (if needed, replaces manhole surface qty)	5	Each	@	$ 500.00	per each		$ 2,500	

CITY OF LUBBOCK, TEXAS
ENGINEERING SERVICES FOR STORM DRAINAGE DESIGN
NORTHWEST LUBBOCK DRAINAGE IMPROVEMENTS PHASE 2
ESTIMATE OF SUBCONSULTANT EXPENSES, WORKSHEET 3
BASIC DESIGN SERVICES, SUBCONSULTANT EXPENSES

File: NWLDIP-3 FOR PH 2 only.xls **EXHIBIT A-1** 10:59 AM 11-Aug-14

	Subconsultant Expenses							Total	Subtotal
	h. Protective steel bollards and rails, painted, with surface slab (if needed)	5	Each	@	$ 500.00	per each		$ 2,500	
	i. Mobilization of Smeal 5T bailing/pumping truck & crew, 15 wells basic, 5 wells contingent	5	Each	@	$ 275.00	per each		$ 1,375	
	j. Bailing/pumping set up and preparation	5	Each	@	$ 800.00	per each		$ 4,000	
	k. Bailing/pumping operation downhole, no water capture (contaminated water not anticipated), one hour per well	5	Hours	@	$ 100.00	per hour		$ 500	
	l. Utility clearances prior to drilling each well	28	Hours	@	$ 125.00	per hour		$ 3,500	
	m. Site cleanup (drill cuttings hauled to Lubbock landfill, no tipping fee anticipated for City work)	5	Each	@	$ 200.00	per each		$ 1,000	
	n. Traffic/pedestrian control	3	Each	@	$ 125.00	per each		$ 375	
	o. Cut and remove asphalt pavement	3	Each	@	$ 225.00	per each		$ 675	
	p. Plug pilot holes per TNRCC & HPUWCD rules (none - pilot holes are part of well completion)	0	Feet	@	$ 5.25	per foot		$ -	$ 49,285
	q. Copies of well reports to be furnished to the Engineer								
	r. City to obtain access permission onto private row								
	s. Engineer may make adjustments at each well based on field conditions to total depth, screened interval, cement grout depth and surface finish.								
	t. If depth to water table is 100 feet or greater, then depth to water will be noted and pilot hole plugged.								
	u. Quantities herein based on averages and on HPUWCD 1995 Atlas. Actual field conditions and quantities may vary.								
**	Hydrogeological (subconsultant)								
	See Worksheet 3C and 3D								$54,613
	Subtotals for Worksheet 3 — Basic Design Services								$224,195
	Subtotal from Worksheet 1								$487,052
	Subtotal from Worksheet 2								$18,072
	Total Estimated Professional Basic Design Services Fee								$729,319

CITY OF LUBBOCK, TEXAS
ENGINEERING SERVICES FOR STORM DRAINAGE DESIGN
NORTHWEST LUBBOCK DRAINAGE IMPROVEMENTS PHASE 2
ESTIMATE OF SUBCONSULTANT EXPENSES, WORKSHEET 3A (Surveying)
BASIC DESIGN SERVICES, SUBCONSULTANT EXPENSES

File: NWLDIP-3 FOR PH 2 ONLY.xls **EXHIBIT A-1** 11:30 AM 11-Aug-14

Task	Principal In Charge	Engr. Project Manager	Surveying Project Manager	Reg. Prof. Land Surveyor	Senior Prof. Engineer	Prof. Engineer	EIT	Technician or Survey Crew Manager	Senior CADD Technician	Clerical	Survey Crew	Total Hours	Total Extension ($)
<<<<<<<<<<<< Rates >>>>>>>>>>>>	$155.00	$145.00	$140.00	$115.00	$135.00	$115.00	$95.00	$80.00	$80.00	$55.00	$175.00		
Surveying													
Establish Project Horizontal and Vertical Control - Done												0	$0
Locate Section Corners to Establish Alignment		2		2				2			6	12	$1,730
Set Permanent Control Monuments (Approx. 5 Monuments/Mile) - Done												0	$0
Establish Existing Rights-of-Way		2		2				2			8	14	$2,080
Develop Right-of-Way Basemap	1	1		6				5	5			18	$1,790
Detail Survey of Quaker Avenue and Marsha Sharp Freeway	1	2		2				2	8		8	23	$2,875
Detail Survey of Quaker Avenue and 19th Street Intersection												0	$0
Detail Survey of Quaker Avenue and 4th Street Intersection												0	$0
Detail Survey of Quaker Avenue, Erskine Street, North Loop 289, and Texas Tech Parkway Intersection												0	$0
Detail Survey of Erskine Street and Indiana Avenue Intersection and Approximately 1,200 LF South of Erskine Street Along Indiana Avenue												0	$0
Detail Survey of Erskine Street and US Highway 84 Intersection												0	$0
Detail Survey of Erskine Street and University Avenue Intersection												0	$0
Topographic/Improvement Survey of Quaker Avenue Corridor from 26th Street to Erskine Street		2		8				8	32		32	82	$10,010
Topographic/Improvement Survey of Erskine Street Corridor from Quaker Avenue to Avenue U												0	$0
Topographic/Improvements Survey of Route from Playa Lake 71 to Trunk												0	$0
Topographic/Improvements Survey of Route (26th Street) from Playa Lake 46 to Trunk												0	$0
Topographic/Improvements Survey of Route (17th Street) from Playa Lake 45 to Trunk												0	$0
Topographic Survey for Outlet Design												0	$0
Bathymetric/Topographic/Improvement Survey for Inlet Design - Playa Lake 43												0	$0
Bathymetric/Topographic/Improvement Survey for Inlet Design - Playa Lake 71												0	$0
Bathymetric/Topographic/Improvement Survey for Inlet Design - Playa Lake 47												0	$0

CITY OF LUBBOCK, TEXAS
ENGINEERING SERVICES FOR STORM DRAINAGE DESIGN
NORTHWEST LUBBOCK DRAINAGE IMPROVEMENTS PHASE 2
ESTIMATE OF SUBCONSULTANT EXPENSES, WORKSHEET 3A (Surveying)
BASIC DESIGN SERVICES, SUBCONSULTANT EXPENSES

File: NWLDIP-3 FOR PH 2 ONLY.xls **EXHIBIT A-1** 11:30 AM 11-Aug-14

Task	Principal In Charge	Engr. Project Manager	Surveying Project Manager	Reg. Prof. Land Surveyor	Senior Prof. Engineer	Prof. Engineer	EIT	Technician or Survey Crew Manager	Senior CADD Technician	Clerical	Survey Crew	Total Hours	Total Extension ($)
<<<<<<<<<<< Rates >>>>>>>>>>>	$155.00	$145.00	$140.00	$115.00	$135.00	$115.00	$95.00	$80.00	$80.00	$55.00	$175.00		
Surveying													
Topographic Survey for Inlet Design - Playa Lake 46												0	$0
Bathymetric/Topographic/Improvement Survey for Inlet Design - Playa Lake 45												0	$0
Locate Surface Evidence of Existing Utilities including Manholes with Inverts, Water Valves, Gas Valves, etc.		8		8				12	20		40	88	$11,640
Locate Geotechnical Test Holes		2		8				4	12		12	38	$4,590
Locate Monitoring Wells (Assume 5 Monitoring Wells)		2		4				4	4		4	18	$2,090
Develop 3-D Terrain Model of Project Corridor for Design				4				4	20			28	$2,380
Party Chief, Office Calculations, Record Keeping								20				20	$1,600
RPLS, Supervision, Data Processing, Calculations and Record Keeping				32								32	$3,680
Drainage and/or Working Easements (Assumed 4 Parcel Surveys)		2		6				8	24		24	64	$7,740
Expenses (See Worksheet 3B)													$4,488
Surveying Subtotal Hours/Costs	2	23		82	0	0	0	71	125		134	437	$56,693
Subtotal Hours	2	23		82	0	0	0	71	125		134	437	$ 56,693
HRA Basic Surveying Services	$ 310	$ 3,335	$ -	$ 9,430	$ -	$ -	$ -	$ 5,680	$ 10,000		$ 23,450		$ 52,205

CITY OF LUBBOCK, TEXAS
ENGINEERING SERVICES FOR STORM DRAINAGE DESIGN
NORTHWEST LUBBOCK DRAINAGE IMPROVEMENTS PHASES 2 AND 3
ESTIMATE OF SUBCONSULTANT EXPENSES, WORKSHEET 3B (Surveying)
BASIC DESIGN SERVICES, SUBCONSULTANT EXPENSES

File: NWLDIP-3 FOR PH 2 ONLY.xls **EXHIBIT A-1** 11:30 AM 11-Aug-14

Subconsultant Expenses	Qty	Unit	Unit Price	Total
Surveying				
Survey Equipment - Trimble 5800, Trimble 5603	12	days	$200.00	$2,400
Mileage	500	miles	$0.505	$253
CADD Charges	125	hours	$10.00	$1,250
Surveying Subtotal Hours/Costs				$3,903
With multiplier for reimbursables = 1.15				$4,488
Total HRA Surveying Expenses				**$4,488**

CITY OF LUBBOCK, TEXAS
ENGINEERING SERVICES FOR STORM DRAINAGE DESIGN
NORTHWEST LUBBOCK DRAINAGE IMPROVEMENTS PROJECT
ESTIMATE OF MAN-HOURS, WORKSHEET 3C
DESIGN SERVICES, ESTIMATE OF MAN-HOURS AND TASKS (Southwest Geological and Environmental Services)

File: NWLDIP-3 FOR PH 2 ONLY.xls

EXHIBIT A-1

11:30 AM 11-Aug-14

Firm	Task	Prof. Engr.	Prof. Geologist	Staff Geologist	Site Technician						Clerical	Total Hours	Total Extension ($)
SWG	<<<<<<<<<<< Rates >>>>>>>>>>>	$140.00	$105.00	$85.00	$60.00						$45.00		
SWG	A. Retrieve Archived Records												
	1. Retrieved LPST records related to LPST program and site closure		8		12							20	$1,560
SWG	2. Retrieve records or prior data by TTU related to sites of interest		8		12							20	$1,560
SWG	3. Reserved											0	$0
SWG	4. Reserved											0	$0
SWG	5. Reserved											0	$0
	B. ACQUISITION AND ANALYSIS OF DATA												
SWG	1. Monitor well level measurements at wells nearest others' pumping wells		2	8	32							42	$2,810
SWG	2. Analysis of pumping data for drawdown, radius of influence if data sufficient	16	8	24							2	50	$5,210
SWG	3. Well data, coordination in monitor well placement	4	8	8							2	22	$2,170
SWG	4. Onsite sampling of geological data (Petroleum related sampling by PSC for soils) *(Two LPST site confirmed, additonal one suspected)*		2	48							2	52	$4,380
SWG	5. Analytical results interpretation of geological data versus chemistry results versus closure documents		16	16								32	$3,040
SWG	6. Water sampling for TPH and BTEX, Ph (only if treatment needed for discharge)		2	2	36						4	44	$2,720
SWG	7. Field meetings with PSC		8	8							2	18	$1,610

CITY OF LUBBOCK, TEXAS
ENGINEERING SERVICES FOR STORM DRAINAGE DESIGN
NORTHWEST LUBBOCK DRAINAGE IMPROVEMENTS PROJECT
ESTIMATE OF MAN-HOURS, WORKSHEET 3C
DESIGN SERVICES, ESTIMATE OF MAN-HOURS AND TASKS (Southwest Geological and Environmental Services)

File: NWLDIP-3 FOR PH 2 ONLY.xls

EXHIBIT A-1

11:30 AM 11-Aug-14

Firm	Task	Prof. Engr.	Prof. Geologist	Staff Geologist	Site Technician						Clerical	Total Hours	Total Extension ($)
SWG	<<<<<<<<<<< Rates >>>>>>>>>>>	$140.00	$105.00	$85.00	$60.00						$45.00		
SWG	8. Reserved											0	$0
SWG	9. Reserved											0	$0
	G. PREPARATION OF SPECIFICATIONS												
SWG	1. Coordinate with PSC on remedial specifications & monitoring reports if necessary	16	18								3	37	$4,265
SWG	2. Reserved											0	$0
SWG	3. Reserved											0	$0
	M. OTHER ITEMS												
SWG	1. Coordination with PSC		16								2	18	$1,770
SWG	2. Progress meetings		40								4	44	$4,380
SWG	3. Bid questions related to LPST		24									24	$2,520

CITY OF LUBBOCK, TEXAS
ENGINEERING SERVICES FOR STORM DRAINAGE DESIGN
NORTHWEST LUBBOCK DRAINAGE IMPROVEMENTS PROJECT
ESTIMATE OF MAN-HOURS, WORKSHEET 3C
DESIGN SERVICES, ESTIMATE OF MAN-HOURS AND TASKS (Southwest Geological and Environmental Services)

File: NWLDIP-3 FOR PH 2 ONLY.xls

EXHIBIT A-1

11:30 AM 11-Aug-14

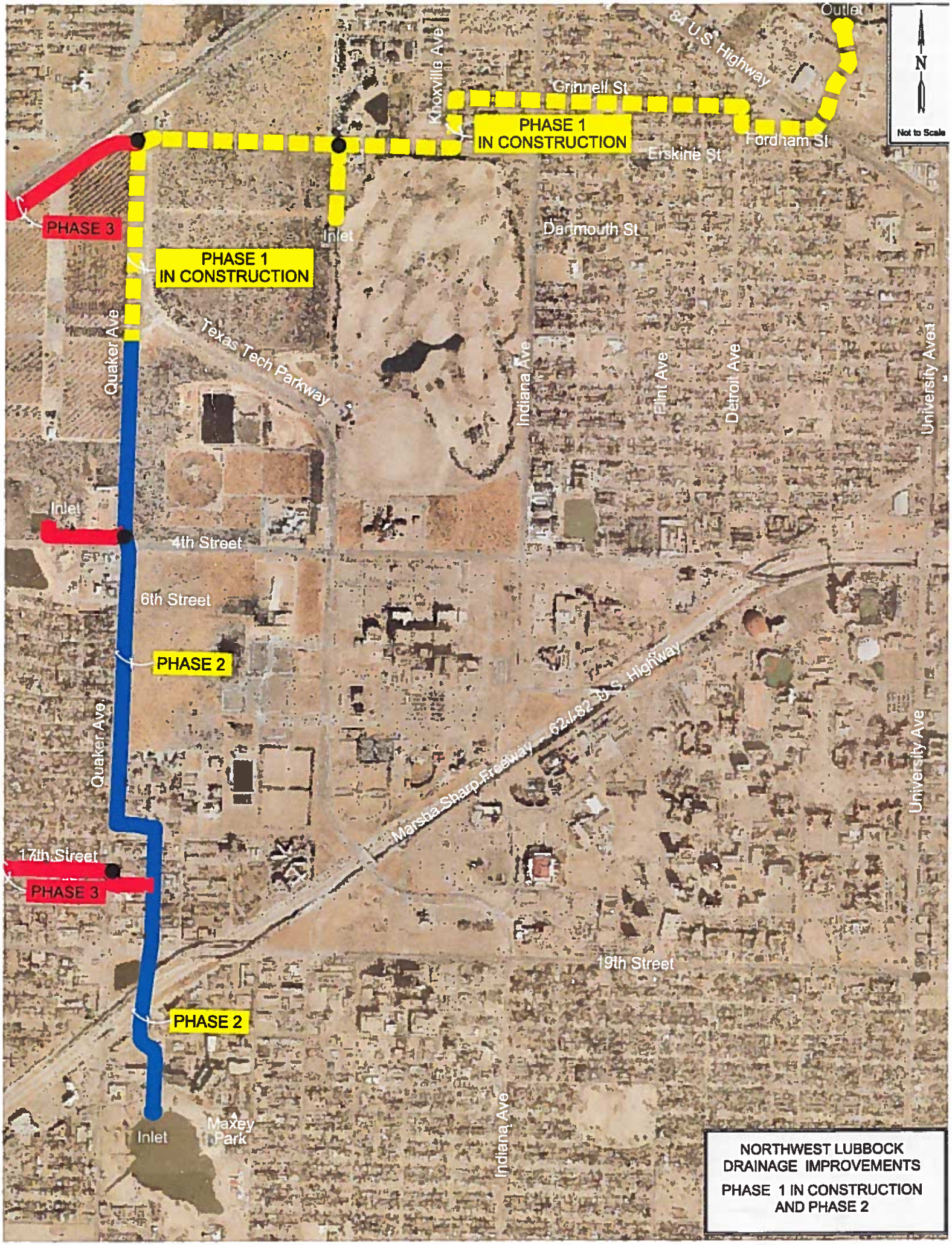
Firm	Task	Prof. Engr	Prof. Geologist	Staff Geologist	Site Technician						Clerical	Total Hours	Total Extension ($)
SWG	<<<<<<<<<<< Rates >>>>>>>>>>>	$140.00	$105.00	$85.00	$60.00						$45.00		
SWG	4. Reserved											0	$0
SWG	5. Reserved												$0
SWG	6. Reserved												$0
	SWG Total	36	160	114	92	0	0	0	0	0	21	423	
	SWG Check Total	36	160	114	92	0	0	0	0	0	21	423	100%
												423	
	Totals for Worksheet 1 --- Basic Design Services SW GEO	$5,040	$16,800	$9,690	$5,520	$0	$0	$0	$0	$0	$945	$37,995	
	Total SWG Personnel											$37,995	
	Total SWG Reimburseables Worksheet 2											$16,618	
	Total Southwest Geological and Environmental Services											$54,613	

CITY OF LUBBOCK, TEXAS
ENGINEERING SERVICES FOR STORM DRAINAGE DESIGN
NORTHWEST LUBBOCK DRAINAGE IMPROVEMENTS PROJECT PHASES 2 AND 3
ESTIMATE OF REIMBURSABLE EXPENSES, WORKSHEET 3D
REIMBURSABLE EXPENSES (Southwest Geological and Environmental Services)

File: NWLDIP-3 FOR PH 2 ONLY.xls

EXHIBIT A-1 11:30 AM 11-Aug-14

	Reimbursable Expenses											Total
SWG	Mileage - car or light truck (Government Rate)	1200	Miles	@	$0.55	per mile						$660
SWG	Mileage - 2 ton truck	500	Miles	@	$2.73	per mile						$1,365
SWG	8.5 x 11 and 11x 17 Reproductions, misc.	1500	Sheets	@	$0.10	per sheet						$150
SWG	Equipment rental (transducer, etc.)	3	Weeks	@	$1,200.00	per week						$3,600
SWG	Equipment trailer	500	Miles	@	$0.55	per mile						$275
SWG	GAC trailer (if needed to treat water)	14	Days	@	$600.00	per day						$8,400
SWG	Equipment truck	10	Days	@	140	per day						$1,400
	Subtotals for Worksheet 2 --- Amend 1 SWG											
	SWG											$14,450
	w/ Contract multiplier for reimbursables = 1.15										Total	$16,618


Outlet
N
Not to Scale
&4 U.S. Highway
Grinnell St
Knoxville Ave
PHASE 1
IN CONSTRUCTION
Erskine St
Fordham St
PHASE 3
Inlet
Dartmouth St
PHASE 1
IN CONSTRUCTION
Quaker Ave
Texas Tech Parkway
Indiana Ave
Flint Ave
Detroit Ave
University Ave
Inlet
4th Street
6th Street
PHASE 2
Quaker Ave
Marsha Sharp Freeway
82-84 U.S. Highway
University Ave
17th Street
PHASE 3
19th Street
PHASE 2
Inlet
Maxey Park
Indiana Ave
NORTHWEST LUBBOCK
DRAINAGE IMPROVEMENTS
PHASE 1 IN CONSTRUCTION
AND PHASE 2

City of Lubbock, TX
Capital Project
Project Cost Detail
September 11, 2014

Capital Project Number:	92174
Capital Project Name:	Northwest Lubbock and Maxey Park Project

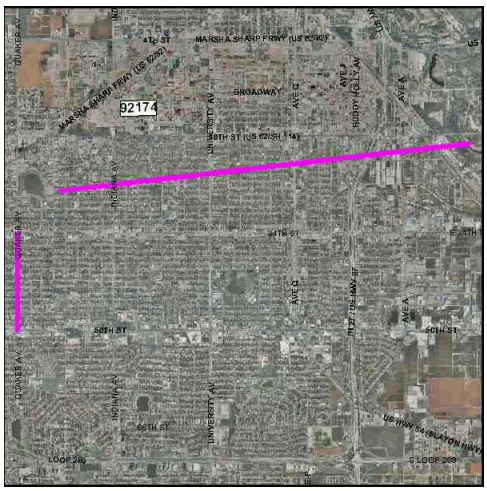
		Budget
Encumbered/Expended		
Parkhill Smith and Cooper Contract Design	$	2,999,975
Parkhill Smith and Cooper Contract Reduction		(717,727)
Burlington Northern Santa Fe License Agreement		4,600
City of Lubbock Staff Time		17,626
TCEQ NOI		450
Bid Cost		2,409
Utility Contractors of America, Inc.		30,899,371
Utility Contractors of America, Inc. - CO No. 1		5,080,518
Parkhill, Smith, and Cooper - Construction Phase		2,399,640
Agenda Items September 11, 2014		
Parkhill Smith and Cooper - Phase II Contract		729,319
Encumbered/Expended to Date		41,416,181
Estimated Costs for Remaining Appropriation		
Storm Water Drainage Improvements		533,819
Remaining Appropriation		533,819
Total Appropriation To Date	$	41,950,000

Managing Department **Storm Water Utility**

Project Manager **Mike Keenum**

Project Classification **New Facility**

Project Status **Approved**



Project Scope

Design, plans, specifications, and construction estimates for the construction of storm water infrastructure from Maxey Park to the Canyon Lakes, as well as upstream detention to relieve some flooding risks to homes along Quaker Avenue between 50th Street and 34th Street.

Project Justification

The Northwest Lubbock and Maxey Park Study determined that the projects are feasible and can provide various levels of flood protection in the areas around Maxey Park and along Quaker Avenue.

Project History

The areas have been historically flood prone, affecting residential and commercial structures. Numerous studies conducted since the early 1990s evaluated possibilities for reducing the flood risks in the areas. Results of the Maxey Park Feasibility Study were presented to the City Council in January 2005 and prompted the Northwest Lubbock and Maxey Park Study, which was completed in 2008.

$1.0 million was appropriated in FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.
$1.5 million was appropriated in the FY 2009-10 Budget, Ord. No. 2009-O0073, August 27, 2009.
$600,000 was appropriated in FY 2009-10 Budget Amendment No. 4, Ord. No. 2009-O105, November 19, 2009.
$33.35 million was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$5.5 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Project Amount
Construction	38,850,000	0	21,000,000	0	9,000,000	0	0	68,850,000
Design and Engineering	3,100,000	0	0	0	0	0	0	3,100,000
Total Project Appropriation	41,950,000	0	21,000,000	0	9,000,000	0	0	71,950,000

Project Name **Northwest Lubbock and Maxey Park Project** *Project Number* **92174**

Funding Detail	Funding to Date	FY 2013-14	Unappropriated Planning Years FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Funding
FY 2007 Storm Water Revenue CO's	297,896	0	0	0	0	0	0	297,896
FY 2008 Storm Water Revenue CO's	600,000	0	0	0	0	0	0	600,000
FY 2009 Storm Water Revenue CO's	872,225	0	0	0	0	0	0	872,225
FY 2010 Storm Water Revenue CO's	1,500,000	0	0	0	0	0	0	1,500,000
FY 2012 Storm Water Revenue CO's	33,425,918	0	0	0	0	0	0	33,425,918
FY 2013 Storm Water Revenue CO's	5,253,961	0	0	0	0	0	0	5,253,961
FY 2015 Storm Water Revenue CO's	0	0	21,000,000	0	0	0	0	21,000,000
FY 2017 Storm Water Revenue CO's	0	0	0	0	9,000,000	0	0	9,000,000
Total Funding Sources	41,950,000	0	21,000,000	0	9,000,000	0	0	71,950,000

Regular City Council Meeting **5. 10.**

Meeting Date: 09/11/2014

Information

Agenda Item

Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute contract 12004 Professional Services Agreement with Freeze and Nichols Inc. (FNI), for the Final Design and Bidding of the Southeast Water Reclamation Plant (SEWRP) Emergency Generator Project.

Item Summary

The purpose of this project is to improve reliability of the wastewater pumping system at the SEWRP during power outages. Past power outages have shown the need for enhancing the backup power systems at the SEWRP to ensure continuous reliable operation of the influent and effluent pumping stations.

On August 8, 2013, the City of Lubbock and FNI, of Fort Worth, Texas, entered a Professional Services Agreement (Resolution No. 2013-R0242) for the purpose of performing the SEWRP Emergency Generator and Switchgear Study. The Generator study was completed in February, 2014 and identified options for sizes and locations of emergency generators to power the Plant in the event of a power outage. The Study identified necessary electrical improvements to the Plants electrical distribution system to incorporate generators, evaluated options to enclose the existing switchgear in a climate controlled building and recommended updates to the existing Arc Flash Study as required by the TCEQ.

Due to the quality of work and their in-depth working knowledge of the project, FNI, was asked to submit a proposal for the final Design and Bidding phase of this project. Contract negotiations were conducted with FNI for a fair and equitable hourly rate not to exceed total contract amount of $204,615.

Texas Government Code, Chapter 2254, prohibits municipalities from selecting a provider of professional services on the basis of competitive bids and requires municipalities to award the contract on the basis of demonstrated competence and qualifications. Furthermore, a procurement of professional services is exempt from competitive bidding pursuant to Texas Local Government Code 252.022(a)(4).

The project will allow the SEWRP to maintain compliance with the City's Texas Pollution Discharge Elimination permit during power outages and emergency situations.

Fiscal Impact

$1,950,000 is appropriated in Capital Improvement Project 92311, SEWRP Emergency Generator and Switch Gear, with $204,615 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution - Freese and Nichols

Contract - Freese and 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 is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Professional Services Contract ("Contract") for engineering services related to the Design of the Southeast Water Reclamation Plant Emergency Generator and Switchgear Project, by and between the City of Lubbock and Freese and Nichols, Inc., of Fort Worth, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Richard K. Casner, Natural Resources and Utility Attorney

sj/RES.Prof Srvs Contract-Freese and Nichols, Inc.
8/18/14

PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This contract (the "Contract" or "Agreement"), effective as of the ___ day of _____, 2014 (the "Effective Date"), is by and between the City of Lubbock, (the "City"), a Texas home rule municipal corporation, and Freese and Nichols, Inc. ("ENGINEER"), a Texas professional corporation authorized to conduct business in Texas.

WITNESSETH

WHEREAS, the City desires to obtain professional engineering services related to the Design of the Southeast Water Reclamation Plant Emergency Generator and Switchgear Project (the "Activities" or "Project"); and

WHEREAS, ENGINEER has a professional staff experienced in, 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 ENGINEER to be a fair and reasonable price; and

WHEREAS, the City desires to contract with ENGINEER to provide professional engineering services related to the Activities and ENGINEER 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 ENGINEER 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 365 days, as set forth in Exhibits "A" and "B", attached to and made a part of this Agreement for all purposes. If the ENGINEER determines that additional time is required to complete the Services, the City Engineer, may , but is not obligated to, in his discretion, execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this

agreement resulting in an increase in the amount of the consideration must be approved by the City acting through its governing body.

ARTICLE II. SERVICES AND COMPENSATION

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

B. ENGINEER shall receive as consideration to be paid for the performance of the Services set forth in General and Basic Services based on hourly rates, not to exceed $204,615.00, 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 ENGINEER. In the event this Agreement is so terminated, the City shall only pay ENGINEER for services actually performed by ENGINEER up to the date ENGINEER is deemed to have received notice of termination as provided herein.

B. Termination and Remedies. In the event ENGINEER 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 Contract, this provision shall control.

ARTICLE V. REPRESENTATIONS AND WARRANTIES

A. Existence. ENGINEER 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. ENGINEER 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 ENGINEER. This Contract constitutes legal, valid, and binding obligations of the ENGINEER and is enforceable in accordance with the terms hereof.

D. Engineer. ENGINEER 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. ENGINEER 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. ENGINEER warrants that any materials provided by ENGINEER 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. ENGINEER shall be solely responsible for ensuring that any materials provided by ENGINEER pursuant to this Contract satisfy this requirement and ENGINEER agrees to indemnify and hold City harmless from all liability or loss caused to City or to which City is exposed on account of ENGINEER's failure to perform this duty.

ARTICLE VI. SCOPE OF SERVICES

ENGINEER shall accomplish the following:

Professional Engineering Services related to the Design of the Southeast Water Reclamation Plant Emergency Generator and Switchgear Project, as defined and provided in Exhibit "A," "Scope of Services".

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

ENGINEER and City agree that ENGINEER 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. ENGINEER 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, Engineer and Engineer'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

Engineer 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. Engineer shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or subconsultant of Engineer 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

Engineer shall further cause any approved subcontractor or subconsultant to procure and carry, during the term of this Agreement, Professional Liability coverage, as specified above for Engineer, 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. Engineer 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. Engineer shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Engineer 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 Engineer maintains said coverage. The Engineer 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, Engineer fails to maintain the required insurance in full force and effect, Engineer 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 Engineer'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 the Contract. The provisions of this Article VIII shall survive the termination or expiration of this Agreement.

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

ENGINEER may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "Subconsultant"), to perform certain duties of ENGINEER, as set forth on Exhibit "A", attached hereto, under this Contract, provided that City approves the retaining of Subconsultants. ENGINEER is at all times responsible to City to perform the Services as provided in this Agreement and ENGINEER 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 ENGINEER shall be required by ENGINEER to carry, for the protection and benefit of the City and ENGINEER and naming said third parties as additional insureds, insurance as described above in this Contract.

ENGINEER 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

ENGINEER 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

ENGINEER 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 ENGINEER, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS CONTRACT AND/OR THE USE OR 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

ENGINEER 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 ENGINEER to City or City to ENGINEER 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. ENGINEER's Address. ENGINEER's address and numbers for the purposes of notice are:

Freese and Nichols, Inc.
Attn: Jeffrey N. Hensley, 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. 0. 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 ENGINEER non-confidential studies, reports and other available data in the possession of the City pertinent to ENGINEER's Services, so long as City is entitled to rely on such studies, reports and other data for the performance of ENGINEER's Services under this Contract (the "Provided Data"). ENGINEER 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. ENGINEER shall provide access to its corporate books and records to the City. The City may audit, at its expense and during normal business hours, ENGINEER's books and records with respect to this Contract between ENGINEER and City.

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

D. Assignability. ENGINEER 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 ENGINEER, and in the case of City, its respective successors, legal representatives, and assigns, and in the case of ENGINEER, 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 ENGINEER and City.

I. Entire Agreement. This Contract, including Exhibits "A","B," and "C", attached hereto, contains the entire Contract between the City and ENGINEER, 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 ENGINEER and the City.

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

L. Notice of Waiver. A waiver by either City or ENGINEER 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 ENGINEER.

N. All funds for payment by the City under this Contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the Contract, the City will terminate the

Contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this Contract is spent, whichever event occurs first (the "Non-Appropriation Date"). If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by the ENGINEER 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:

Richard Casner, Assistant City Attorney

FREESE AND NICHOLS, INC.

By: _____

Name: Donald W. Lampe, P.E.

Title: Principal

EXHIBIT A, PART 1

SCOPE OF SERVICES FOR FINAL DESIGN

SOUTHEAST WATER RECLAMATION PLANT

EMERGENCY GENERATOR AND SWITCHGEAR

GENERAL:

The Southeast Water Reclamation Emergency Generator and Switchgear Final Design Phase and the Bid and Award Phase- (the Project) includes the following:

- Design portable generator at Intermediate Lift Station to operate two of the pumps
- Design motor operator for gate a Lift Station 48 with back-up generator
- Design walkway out to sump pump at Lift Station 48
- Replacement of Unit Substation at Headworks to increase capacity and alleviate nuisance tripping issues
- Design building to enclose Main 12.47kV Switchgear
- Conduct topographic survey
- Prepare Final Contract Documents for bidding purposes
- Assist OWNER in the advertisement of the Project
- Attend pre-bid meeting
- Attend bid opening and evaluate bids
- Assist OWNER in the preparation of documents for execution of the construction contracts

The following are not part of the Project. If added to the Project, additional compensation will be granted to ENGINEER (sometimes referred to herein as FNI):

- Construction Phase for Emergency Electric Generators– General and Resident Representation services. The scope and fee for the Construction Phase will be negotiated once the Final Design and Bid and Award Phases have been completed.

The OWNER shall provide the following items for the development of the Project:

1. Pay for all fees, permits, utilities, and electric power service costs.

2. The OWNER shall designate a person to act as OWNER's representative during the Project

BASIC SERVICES: The Basic Services include project administration, preliminary investigations, preparation of detailed design and construction documents. FNI shall render the following professional services in connection with the development of the Project:

A. PROJECT MANAGEMENT: FNI will provide the following as part of the Basic Services of the Project:

1. Attend a kick-off meeting to clarify OWNER'S requirements for the project, review pertinent data, review project staffing and organization, and present the initial work plan and schedule.

2. Provide administration and management of the Project. Review ongoing activities of all parties. Monitor schedule monthly. Monitor and update budget at milestones. Review progress with OWNER's project team on a monthly basis.

3. Provide monthly update reports which include the following:

   - Status of the work
   - Major tasks to be completed in the next month
   - Discussion of major issues
   - Scope changes to project scope or Engineer's scope
   - Project budget update (if major changes since the last update)
   - Project schedule update (if major changes since the last update)
   - Status of deliverables

B. FINAL DESIGN PHASE: FNI will provide the following as part of the final design phase:

1. Obtain and review OWNER-furnished front end documents, general conditions, and special conditions for the construction contracts. Meet with OWNER to resolve review comments, and revise OWNER's standard documents accordingly.

2. Prepare plans, specifications, contract documents, designs, and layouts of improvements to be constructed.

3. Advise OWNER of need for and recommend scope of Additional Services. The cost of any additional special services are not included in the services performed by FNI unless they are included pursuant to Exhibit A – Special Services.

4. Prepare applications for routine permits such as road and railroad crossing permits, and building code permitting (if any).

5. Submit plans, specifications, and contract documents to the applicable federal and state agency(s) for approval, where required. Submittals will include, but not necessarily be limited to, the TCEQ.

6. Furnish necessary information to utility companies whose facilities may be affected or services may be required for the Project.

7. 60% Review: Furnish OWNER ten (10) copies of preliminary (60%) plans and specifications marked "Preliminary" for approval by OWNER. FNI will meet with the OWNER to present the preliminary plans and specifications and receive comments. Review documents will include dimensional layout drawings, plans, sections and elevations of the facilities for all of the trades, typical details, and most special details. The drawings will be in sufficient development to show the overall layouts and design intent, but will lack many notes and minor details. The specifications will include the front end documents and draft specifications for major equipment items.

8. 95% Review: Furnish OWNER ten (10) copies of preliminary (95%) plans, specifications, and bid proposals marked "Preliminary" for approval by OWNER. FNI will meet with the OWNER to present the preliminary plans and specifications and receive comments. Upon final approval by OWNER, FNI will complete the plans and specifications and provide OWNER ten (10) sets of copies of "Final" plans and specifications. Review documents will include all drawing sheets and specifications with some minor corrections and notes still remaining.

9. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed.

10. Prepare revised opinion of probable construction cost at 60% and 95% Reviews.

C. BID AND AWARD PHASE: Upon completion of the design services and approval of "Final" plans and specifications by OWNER, FNI will proceed with the performance of services in this phase as follows:

1. Assist OWNER in securing bids, issuing notice to bidders and notifying selected plan rooms. The notice to bidders will be furnished to OWNER for publication in the local news media. The cost for publications shall be paid by OWNER.

2. Attend a pre-bid conference, if any, for each of the construction contracts.

3. Issue Addenda as appropriate to clarify, correct, or change the bidding documents.

4. Assist OWNER in the opening, tabulation, and analysis of the bids received and furnish recommendations on the award of contracts as appropriate.

5. Assist OWNER in the preparation of documents for execution of the construction contracts. FNI will conform the contract documents, make six original copies for execution. FNI will also make twenty conformed copies of the plans and specifications for use by the Contractor and OWNER and Engineer. The twenty copies will include ten full size copies and ten half size copies.

6. The Bid and Award phase will be considered complete upon execution of the construction contracts and distribution of the conformed copies of the plans and specifications.

D. TOPOGRAPHIC SURVEY: FNI will provide a topographic survey. Field topographic survey will be performed at the location of the proposed sites where modifications will be made to provide adequate information for final design work.

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the following schedule:

- 60% Design Submittal – Submit 60% design submittal within 45 calendar days of written notice to proceed.
- 95% Design Submittal – Submit 95% design document within 45 calendar days of 60% design submittal review meeting with the City.
- Final (100%) Design Submittal – Submit final design submittal within 30 calendar days of 90% design submittal review meeting with the City.

The above schedule is based upon OWNER review of the submittals within two weeks of submittal.

If FNI's services are delayed through no fault of FNI and/or its subconsultants, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in OWNER or regulatory reviews, delays on the flow of information to be provided to FNI by OWNER and, governmental approvals. These delays may result in an adjustment to compensation if agreed to by OWNER.

In the event FNI shall claim a delay through no fault of it or its subconsultants, FNI shall provide notice to OWNER on or before five (5) days after the occurrence of such delay and shall use its best efforts to eliminate such delay. In the event FNI shall not provide such timely notice, it shall not be entitled to any relief hereunder.

DESIGNATED REPRESENTATIVES: FNI and OWNER designate the following representatives:

Owner's Designated Representative – Zoltan Fekete 1625 13th Street, Lubbock, Texas 79401; Phone 806-775-3317; email: ZFekete@mail.ci.lubbock.tx.us

Freese and Nichols Project Manager: Jeff Hensley, 4055 International Plaza, Suite 200, Fort Worth, Texas 76109-4895; Phone: 817-735-7300, Fax: 817-735-7491; email: jnh@freese.com

Freese and Nichols Accounting Representative: Sharon James, 4055 International Plaza, Suite. 200, Fort Worth, Texas 76109-4895; Phone: (817)735-7300, Fax: (817)735-7491; email: sdj@freese.com

EXHIBIT A, PART 2 - ADDITIONAL SERVICES

FINAL DESIGN SOUTHEAST WATER RECLAMATION PLANT

EMERGENCY GENERATOR AND SWITCHGEAR

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by OWNER, which are not included in the above described basic services, are described as follows:

A. CONSTRUCTION PHASE SERVICES: Construction Phase Services for the Project are not included in this contract. The scope and fee for the Construction Phase may be negotiated if the City and FNI jointly so agree once the Final Design and Bid and Award Phases have been completed.

B. Geotechnical Engineering.

C. GIS mapping services or assistance with these services.

D. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.

E. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by OWNER.

F. Providing renderings, model, and mock-ups requested by the OWNER.

G. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by OWNER or 2) due to other causes not solely within the control of FNI and/or its subconsultants.

H. Providing consultation concerning the replacement of any work damaged by fire or other cause during the construction, and providing services as may be required in connection with the replacement of such work.

I. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals,

evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by OWNER.

J. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.

K. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.

L. Conducting pilot plant studies or tests.

M. Design of alternates for alternate bidding.

N. Preparing data and reports for assistance to OWNER in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.

O. Furnishing Special Inspections required under chapter 17 of the International Building Code. These Special Inspections are often continuous, requiring an inspector dedicated to inspection of the individual work item, and they are in additional to General Representation and Resident Representation services noted elsewhere in the contract. These continuous inspection services can be provided by FNI as an Additional Service.

P. Assisting OWNER in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s), so long as FNI is not a party to such proceedings.

Q. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.

R. Assisting OWNER in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT, so long as FNI is not party to such proceedings. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.

S. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.

T. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this Agreement.

U. Providing Basic or Additional Services on an accelerated time schedule. The scope of this service will include costs for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the OWNER.

V. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.

W. Additional compensation may be requested by FNI if the project is unduly prolonged due to delays beyond the control of FNI and/or its subconsultants.

X. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this Professional Services Agreement.

EXHIBIT A, PART 3 – OWNER'S RESPONSIBILITIES

FINAL DESIGN SOUTHEAST WATER RECLAMATION PLANT

EMERGENCY GENERATOR AND SWITCHGEAR

RESPONSIBILITIES OF OWNER: OWNER shall perform the following in a timely manner so as not to delay the services of FNI:

A. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to FNI's services for the Project.

B. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.

C. Assist FNI by placing at FNI's disposal subject to the terms of this AGREEMENT, all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

D. Arrange for access to and make all provisions for FNI to enter upon public property as required for FNI to perform services under this AGREEMENT.

E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.

F. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, unless FNI is required to provide same under the terms of this AGREEMENT.

G. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project as OWNER deems appropriate, such legal services as OWNER may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

H. Review the draft plans and specifications and provide comments to FNI.

I. Furnish, or direct FNI to provide, Additional Services as stipulated in Exhibit A, Part 2 of this AGREEMENT or other services as required, if deemed appropriate by OWNER.

J. The OWNER reserves the right to direct substantial revision of the Plans and Specifications after approval by the OWNER as OWNER may deem necessary, but in such event the OWNER shall pay FNI just and equitable compensation for services rendered in making such revisions. OWNER shall not be obligated to pay FNI for said revisions should they be necessary as a result of the design and/or Contract Documents being in any manner defective or deficient.

K. Bear all costs incident to compliance with the requirements of OWNER'S responsibilities.

EXHIBIT B - BUDGET

CITY and ENGINEER have established a not-to-exceed budget of $204,615.00 to complete all services under this AGREEMENT. This amount will not be exceeded without a contract amendment. CITY will pay the ENGINEER hourly, for services identified in Exhibit A, based on ENGINEERS Fee Schedule presented as EXHIBIT C. Subconsultant services will be billed at cost to ENGINEER with a 10 percent handling fee. The Budget is presented in Exhibit C. CITY and ENGINEER agree to allow redistribution of funds between Tasks as appropriate to allow flexibility in providing the needed services within the not-to-exceed budget.

ENGINEER agrees to complete these services as delineated above. Should there be a Change in Scope of Work or Time of Performance, then this can result in an amendment to this contract which shall be negotiated at that time.

This Contract assumes and requires that all work will be completed within 365 calendar days from the Notice to Proceed.

EXHIBIT C

FEE SCHEDULE

This Exhibit C is part of the Agreement, between Freese and Nichols, Inc. (FNI) (the "Engineer") and the City of Lubbock (the "City") for the Project generally described as:

Final Design Southeast Water Reclamation Plant Emergency Generator and Switchgear

1. Budget Amount by Scope Item Task

Task No.	Task Name	Budget Not to Exceed
1	Kick-Off Meeting/Design Development/Project Meetings/Site Visits	$35,567
2	60% Design	$79,048
3	95% Design	$54,654
4.	100% Design	$16,100
5.	Bid & Award Phase	$19,246
	TOTAL (Not to Exceed)	**$204,615**

EXHIBIT C.2
COMPENSATION

Compensation to Freese and Nichols shall be based on the following Schedule of Charges: Not to Exceed: The total fee for Basic Services in Exhibit A shall be computed on the basis of the Schedule of Charges, but shall not exceed Two Hundred FourThousand Six Hundred Fifteen Dollars ($204,615.00). If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Exhibit A, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

Schedule of Charges:

Position	Rate	Position	Rate
PRINCIPAL	388.50	3D VISUALIZATION COORDINATOR	178.50
GROUP MANAGER	247.00	ENVIRONMENTAL SCIENTIST VII	228.90
ENGINEER VIII	269.85	ENVIRONMENTAL SCIENTIST VI	199.50
ENGINEER VII	263.55	ENVIRONMENTAL SCIENTIST V	168.00
ENGINEER VI	236.25	ENVIRONMENTAL SCIENTIST IV	147.00
ENGINEER V	185.00	ENVIRONMENTAL SCIENTIST III	126.00
ENGINEER IV	169.05	ENVIRONMENTAL SCIENTIST II	88.20
ENGINEER III	150.15	ENVIRONMENTAL SCIENTIST I	87.15
ENGINEER II	141.75	ARCHITECT VI	201.60
ENGINEER I	116.55	ARCHITECT V	182.70
ELECTRICAL ENGINEER VI	222.60	ARCHITECT IV	147.00
ELECTRICAL ENGINEER V	182.70	ARCHITECT III	140.70
ELECTRICAL ENGINEER IV	144.90	ARCHITECT II	113.40
ELECTRICAL ENGINEER III	136.50	ARCHITECT I	97.65
ELECTRICAL ENGINEER II	132.30	PLANNER VI	213.15
ELECTRICAL ENGINEER I	124.95	PLANNER V	163.80
MECHANICAL ENGINEER VI	215.25	PLANNER IV	129.15
MECHANICAL ENGINEER V	191.10	PLANNER III	117.60
MECHANICAL ENGINEER IV	166.95	PLANNER I	96.60
MECHANICAL ENGINEER III	147.00	HYDROLOGIST V	184.80
PROGRAM MANAGER II	222.60	HYDROLOGIST IV	144.90
CONSTRUCTION CONTRACT ADMIN III (QC)	184.28	HYDROLOGIST III	133.35
CONSTRUCTION CONTRACT ADMIN III (Spec. Insp)	147.26	HYDROLOGIST II	121.80
CONSTRUCTION CONTRACT ADMIN III (CM)	136.50	GEOTECHNICAL ENGINEER VI	236.25
CONSTRUCTION CONTRACT ADMIN III (Sr. RPR)	105.00	PUBLIC INVOLVEMENT COORDINATOR	134.40
CONSTRUCTION CONTRACT ADMIN II (LAH PS RPR)	126.00	WEB SERVICES ADMINISTRATOR	157.50
CONSTRUCTION CONTRACT ADMIN I (DCS II)	111.30	WORD PROCESSING/SECRETARIAL	80.85
CONSTRUCTION CONTRACT ADMIN I (RPR)	99.75	OPERATIONS ANALYST	145.95
CONSTRUCTION CONTRACT ADMIN I (PBPS RPR)	115.50	CONTRACT ADMINISTRATOR	92.40
DOCUMENT CONTROL CLERK	106.05	INFORMATION SERVICES ADMINISTRATOR	79.80
SR DESIGNER	196.35	INFORMATION SERVICES CLERK III	63.00
DESIGNER II	158.55	INFORMATION SERVICES CLERK II	58.80
DESIGNER I	136.50	INFORMATION SERVICES CLERK I	57.75
CADD DESIGNER	168.00	CO-OP	70.35
TECHNICIAN IV	142.80		
TECHNICIAN III	114.45		
TECHNICIAN II	95.55		
TECHNICIAN I	73.50		
GIS COORDINATOR	144.90		
GIS ANALYST IV	131.25		
GIS ANALYST III	108.15		
GIS ANALYST II	96.60		
GIS ANALYST I	72.45		

The ranges and individual salaries will be adjusted annually.

RATES FOR INHOUSE SERVICES

Computer and CAD	
PC CAD Stations	$10.00 per hr.

Calcomp Plotter	
Bond	$2.50 per plot
Other	$5.00 per plot
Color	$5.75 per plot

Testing Apparatus	
Density Meter	$700.00 per month
Gas Detection	$20.00 per test

Print Shop	
Color Copies & Printing	$0.50 per single side copy
	$1.00 per double side copy
Black & White Copies & Printing	$0.10 per single side copy
	$0.20 per double side copy
Binding	$5.75 per book

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 services.

City of Lubbock, TX
Capital Project
September 11, 2014

Capital Project Number:	92311
Capital Project Name:	SEWRP Emergency Generator and Switch Gear

		Budget
Encumbered/Expended		
City of Lubbock staff time	$	8,140
Freese and Nichols, Inc.		96,485
Agenda Item September 11, 2014		
Freese and Nichols, Inc - Design and Bidding Contract		204,615
Encumbered/Expended To Date		309,240
Estimated Costs for Remaining Appropriation		
Construction		1,640,760
Remaining Appropriation		1,640,760
Total Appropriation	$	1,950,000

Project Name **SEWRP Emergency Generator and Switch Gear** *Project Number* **92311**

Managing Department **Wastewater Treatment**

Project Manager **Mary Gonzales**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Design and construct a generator facility to ensure electrical power to Lift Station 48 prior to the headworks and the Plant 4 intermediate lift station to maintain pump capacity during power outages. Design and install automatic switch gear on effluent pump station 2 to ensure automatic start of effluent pumps during power outages.

Project Justification

The ability to have generators to start influent and effluent pumps in emergency situations ensures the abiltiy to pump raw wastewater into the Southeast Water Reclamation Plant and compliance with the City's Texas Pollution Discharge Elimination permit.

Project History

The project will ensure continuous reliable pumping of wastewater during power outages and emergency situations.

$450,000 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Project Amount
Construction	300,000	1,500,000	0	0	0	0	0	1,800,000
Design and Engineering	150,000	0	0	0	0	0	0	150,000
Total Project Appropriation	450,000	1,500,000	0	0	0	0	0	1,950,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Funding
FY 2013 10-Year Wastewater Revenue CO's	450,000	0	0	0	0	0	0	450,000
FY 2014 10-Year Wastewater Revenue CO's	0	1,500,000	0	0	0	0	0	1,500,000
Total Funding Sources	450,000	1,500,000	0	0	0	0	0	1,950,000

Regular City Council Meeting **5. 11.**

Meeting Date: 09/11/2014

Information

Agenda Item

Resolution - Human Resources: Consider five resolutions authorizing the Mayor to execute contract 11911 with Texas Premier Staffing Source, Inc.; contract 11996 with itsQuest, Inc.; contract 11997 with Elwood Staffing Services, Inc.; contract 11998 with Staffing Consultants of Lubbock, Inc. d/b/a Express Employment Professionals; and contract 11999 with A.L. Staffing d/b/a Spherion Staffing, for temporary employment services, RFP 14-11911-DT.

Item Summary

The City uses 30 to 40 technical and clerical temporary employees on an annual basis. Technical and clerical employee assignments typically range in duration from two to six weeks.

Evaluation criteria published in the Request for Proposal (RFP) for technical/clerical personnel were ranked based on the following: agency operations (testing procedures, billing procedures, employee replacement assistance, work restrictions, etc.), 55%; hourly pay rate, 25%; and reference checks on vendor, 20%.

The following companies submitted proposals for technical and clerical temporary services, and are ranked as follows:

Texas Premier Staffing Source, Inc. of Lanham, MD
itsQuest, Inc. of Lubbock, TX
Elwood Staffing Services, Inc. of Lubbock, TX
Staffing Consultants of Lubbock, Inc. d/b/a Express Employment Professionals of Lubbock, TX
A.L. Staffing d/b/a Spherion Staffing of Lubbock, TX
22nd Century Staffing, Inc. of Ashburn, VA
Select Temporaries, Inc. d/b/a Select Staff of Lubbock, TX
Makro Technologies, Inc. of Newark, NJ

Staff recommends contract award to the four highest ranked firms, Texas Premier Staffing Source, Inc. of Lanham, Maryland; itsQuest, Inc. of Lubbock, Texas; Elwood Staffing Services, Inc. of Lubbock, Texas; and Staffing Consultants of Lubbock, Inc. d/b/a Express Employment Professionals of Lubbock, Texas; to provide technical and clerical temporary employment services.

The City uses 100 to 175 trades temporary employees on an annual basis. The majority of general laborers and skilled workers are seasonal workers used during the summer months.

Evaluation criteria published in the RFP for trades personnel were ranked based on the following: agency operations (testing procedures, billing procedures, employee replacement assistance, work restrictions, driver's license checks, ability to provide CDL drivers and CDL random drug testing, etc.), 55%; hourly pay rate, 25%; and reference checks on vendor, 20%.

The following companies submitted proposals for trades temporary services, and are ranked as follows:

itsQuest, Inc. of Lubbock, TX
Texas Premier Staffing Source, Inc. of Lanham, MD
A.L. Staffing DBA Spherion Staffing of Lubbock, TX
Staffing Consultants of Lubbock, Inc. d/b/a Express Employment Professionals of Lubbock, TX
22nd Century Staffing, Inc. of Ashburn, VA
Labor Ready Central, Inc. of Lubbock, TX
Select Temporaries, Inc. d/b/a Select Staff of Lubbock, TX

Staff recommends contract award to the three highest ranked firms, itsQuest, Inc. of Lubbock, Texas; Texas Premier Staffing Source, Inc. of Lanham, Maryland; and A.L. Staffing DBA Spherion Staffing of Lubbock, Texas; to provide trades temporary employment services.

The City uses up to seven medical temporary employees on an annual basis. Medical temporary employee assignments range from several days to several weeks. The majority of medical temporary employee assignments are a result of a pandemic outbreak.

Evaluation criteria published in the RFP for medical personnel were ranked based on the following: agency operations (testing procedures, billing procedures, employee replacement assistance, work restrictions, etc.), 55%; hourly pay rate, 25%; and reference checks on vendor, 20%.

The following companies submitted proposals for medical temporary services, and are ranked as follows:

Texas Premier Staffing Source, Inc. of Lanham, MD
Staffing Consultants of Lubbock, Inc. d/b/a Express Employment Professionals of Lubbock, TX
itsQuest, Inc. of Lubbock, TX
22nd Century Staffing, Inc. of Ashburn, VA

Staff recommends contract award to the three highest ranked firms, Texas Premier Staffing Source, Inc. of Lanham, Maryland; Staffing Consultants of Lubbock, Inc. d/b/a Express Employment Professionals of Lubbock, Texas; and itsQuest, Inc. of Lubbock, Texas; to provide medical temporary employment services.

When the competitive sealed proposals requirement applies to the contract, the contract must be awarded to the responsible Offeror whose proposal is determined to by the most advantageous to the City, considering the relative importance of price and the other evaluation factors included in the RFPs. Pursuant to Tex. Loc. Govt. Code 252.049(b), proposals are opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. During the period between proposal submission date and the contract award, proposers, including their agents and representatives, may not discuss or promote their proposal 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 RFP 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).

Fiscal Impact

$1.401 million is appropriated in the Adopted FY 2013-14 Operating Budget.

Staff/Board Recommending

Quincy White, Deputy City Manager

Regular City Council Meeting **5. 12.**

Meeting Date: 09/11/2014

Information

Agenda Item

Resolution - Risk Management: Consider a resolution authorizing the City Manager to purchase workers' compensation coverage through Texas Political Subdivisions Workers' Compensation Joint Self-Insurance.

Item Summary

The City has workers' compensation exposure for all City employees and is required by the Labor Code to provide workers' compensation benefits to all municipal employees. The City extends workers' compensation benefits to volunteers to limit liability exposure. Workers' compensation provides medical care and lost wages, regardless of cause of loss.

The City currently purchases workers' compensation coverage from Texas Political Subdivisions Workers' Compensation Joint Self-Insurance on a fully guaranteed cost program. The current year contribution for workers' compensation insurance is $1,528,304. Two quotes for FY 2014-15 were submitted to the City's Broker. Texas Municipal League Intergovernmental Risk Pool (TMLIRP) proposed coverage with a premium of $1,410,486 and Texas Political Subdivisions Joint Self-Insurance Fund provided a quote in the amount of $1,396,194,

Guaranteed cost coverage pays from dollar one and includes claims costs and claim handling costs. The reduced contribution is due to improved loss ratio by all members of the pool, including Lubbock.

Staff recommends renewal with Texas Political Subdivisions Joint Self-Insurance Fund for an annual payment of $1,396,194; a 8.65% decrease from 2013-14.

Carriers bind insurance coverage October 1, 2014, after notification of City Council approval. Insurance policies are issued after premiums are received from the City. The policy for the insurance coverage is approved by the Texas Department of Insurance as to content; therefore we are unable to alter the policy to include the City of Lubbock's arbitration clause. Current insurance policies are available in Risk Management.

Fiscal Impact

Funds are budgeted in the Proposed FY 2014-15 Risk Management Fund.

Staff/Board Recommending

Quincy White, Deputy City Manager

Attachments

Resolution - WC

Quote

RESOLUTION

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

THAT the City Manager of the City of Lubbock and is hereby authorized and directed to purchase for and on behalf of the City of Lubbock, workers' compensation coverage from the Texas Political Subdivisions Worker's Compensation Joint Self-Insurance Fund, for a premium amount not to exceed $1,396,194; and

THAT the City Manager may execute any routine documents and forms associated with said coverage.

Passed by the City Council this _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Leisa Hutcheson, Director of Human Resources
and Risk Management

APPROVED AS TO FORM:

_____
Jeff Hartsell, Assistant City Attorney

RES.Risk Mgmt-Workers Compensation
August 27, 2014

TEXAS POLITICAL SUBDIVISIONS JOINT SELF-INSURANCE FUND

PROPOSAL

City of Lubbock

Rating Period

October 1, 2014 **to** **October 1, 2015**

COVERAGE for RATING PERIOD	LIMIT of LIABILITY	TOTAL ANNUAL CONTRIBUTION
Workers' Compensation		$ 1,424,688
Injury or Illness - Each Employee	Statutory	
Employers' Liability		Included
Bodily Injury by Accident - Each Accident	$1,000,000	
Bodily Injury by Disease - Each Employee	$1,000,000	
Bodily Injury by Disease - Interlocal Agreement	$1,000,000	
Total Annual Contribution		**$ 1,424,688**
Third Year of a Three Year Contract		

Payment Options:

TPS's Proposal offers a monthly pay plan as follows:	Deposit	$118,724
	Each Installment	$118,724
	Number of Installments	11
TPS's Proposal offers a quarterly pay plan as follows:	Deposit	$356,172
	Each Installment	$356,172
	Number of Installments	3
TPS's Annual Pay Plan :	Single Payment	**$1,396,194**

Payment is due within 30 days of effective date, or receipt of first bill (whichever is later) otherwise discount is forfeited.

PAYROLL WORKSHEET

Member:			Contract Number	Rates Eff.	Effective Date
City of Lubbock				12/1/2011	10/1/2014
Code	Classification of Operations	No. of Employees	Payroll Estimate	Per $100 of Payroll	Manual Contribution Before Adjustment
3064	Sign Manufacturing	2	$ 37,507	5.55	$2,082
4299	Copying & Duplicating Service & Drivers	2	$ 54,913	2.46	$1,351
4511	Building Inspection	43	$ 1,856,202	1.00	$18,562
4519	Exterminator & Drivers	7	$ 134,573	3.60	$4,845
5190	Traffic Signal Control Installation & Drivers	36	$ 1,117,675	4.52	$50,519
5506	Street or Road Construction or Repair - All Operations -	44	$ 1,262,188	7.93	$100,092
5606	Contractor - Executive Supervisor or Construction Super	1	$ 63,090	1.14	$719
7380	Drivers, Chauffeurs and their Helpers Noc - commercial	2	$ 19,869	5.58	$1,109
7423	Airport Operations	25	$ 647,015	6.59	$42,638
7520	Waterworks Operation & Drivers	206	$ 6,835,189	4.86	$332,190
7539	Electric Light or Power Co Noc - All Employees - & Drive	210	$ 12,431,058	2.07	$257,323
7580	Sewage Disposal Plant Operation & Drivers	8	$ 396,651	3.12	$12,376
7590	Garbage Works	8	$ 351,381	5.10	$17,920
7704	Fire Fighters & Drivers	376	$ 25,879,889	3.22	$833,332
7720	Police Officers & Drivers	511	$ 29,456,928	3.67	$1,081,069
8107	Heavy Equipment Maintenance	14	$ 426,145	4.04	$17,216
8391	Automobile Machine Shop & Drivers	4	$ 64,166	2.73	$1,752
8601	Architect or Engineer - Consulting	11	$ 702,007	0.45	$3,159
8742	Elected Officials	7	$ 33,897	0.37	$125
8810	Clerical Office Employees Noc	598	$ 22,382,440	0.23	$51,480
8831	Animal Shelter & Drivers	23	$ 626,118	1.74	$10,894
8833	Hospital: Professional Employee	29	$ 861,909	1.07	$9,222
8838	Library / Museum	66	$ 1,445,603	0.73	$10,553
9015	Buildings Noc - Operation by Owner or lessee - & Driver	56	$ 1,293,210	4.09	$52,892
9101	Public Library	5	$ 51,830	4.54	$2,353
9102	Park NOC - All Emplyees & Drivers	176	$ 2,500,553	5.51	$137,780
9220	Cemetery Operations & Drivers	7	$ 206,098	7.36	$15,169
9402	Refuse Collection & Drivers	82	$ 2,035,209	9.77	$198,840
9402	Street Cleaning	7	$ 150,394	9.77	$14,693
8742	Inside Volunteers	35	$ 22,204	0.42	$93
0011	Farms	1	$ 56,414	5.60	$3,159
3724	Outside Volunteers	110	$ 3,995	4.96	$198
		Total Empl	Total Payroll		Manual Contribution
		2,712	**$ 113,406,320**		**$3,285,705**

Member: City of Lubbock

Effective: 10/1/2014
Expiration: 10/1/2015

Guaranteed Cost

(1) Total Manual Contribution Before Adjustment (Column Total)	3,285,705	(5) Line 3 X Factor on Line 4 = Standard Contribution	2,614,107
(2) Increased Employers Liability Factor	1.02	(6) Fund Factor	0.545
(3) Line 1 X Factor on Line 2 = Adjusted Manual Contribution	3,351,419		
(4) Experience Modifier	0.78		
		Basic Contribution:	1,424,688

Total Contribution: $ 1,424,688

Third Year of a Three Year Contract

Options:

☐ TPS Guaranteed Cost Quote offers a monthly pay plan as follows:

Initial installment of $118,724
with 11 monthly installments of $118,724

☐ TPS Guaranteed Cost Quote offers a quarterly pay plan as follows:

Initial installment of $356,172
with 3 quarterly installments of $356,172

☐ TPS Annual Pay Plan : **$1,396,194**

Regular City Council Meeting **5. 13.**

Meeting Date: 09/11/2014

Information

Agenda Item

Resolution - Facilities: Consider a resolution authorizing the Mayor to execute contract 11970 with CS Advantage USAA, Inc., for the roof replacement and envelope repairs at Municipal Hill, RFP 14-11970-TF.

Item Summary

This contract is for the replacement of approximately 37,000 square feet of roofing material and complete water-proofing of the facility's exterior surfaces. Roof work shall include removal of existing roof membrane and insulation down to substrate. Remove and replace any damaged or deteriorated decking. Water-proofing work shall include removal of existing sealant at all masonry control joints, masonry to metal joints, metal to metal joints, and glass to metal joints around doors and penetrations on exterior wall elevations.

Proposals were received from the following contractors:

Company	Amount
CS Advantage USAA, Inc. of College Station, TX	$ 371,000
Tecta Amercia - CS of Lubbock, TX	460,000
Lydick-Hooks Roofing Co. of Lubbock, TX	488,442
ABF Commercial Roofing & Foam of Lubbock, TX	526,675
Tri-Lam Roofing & Waterproofing of Everman, TX	577,218

The proposals were evaluated using the following criteria: Price (60%), Contractor Qualifications (20%), Record of Performance (10%) and Construction Time (10%). The maximum point value is 100 points. After the proposals were evaluated, the following ranking was obtained:

Company	Points
CS Advantage USAA, Inc. of College Station, TX	95.5
Tecta Amercia- CS of Lubbock, TX	80.8
ABF Commercial Roofing & Foam of Lubbock, TX	73.8
Lydick-Hooks Roofing Co. of Lubbock, TX	66.8
Tri-Lam Roofing & Waterproofing of Everman, TX	56.6

Texas Local Government Code, Section 271.116(f) requires the City to select the offeror that offers the best value based on the published selection criteria and on its ranking evaluation. In determining the best value, the City is not restricted to considering price alone, and considers other factors stated in the selection criteria. The City and its engineer or architect may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification.

Staff and Evaluation committee recommend award of the lump sum contract to the highest ranked proposal, CS Advantage USAA, Inc. of College Station, TX, for $371,000. Time for completion is 60 consecutive calendar days with liquidated damages of $250 per consecutive calendar day.

Fiscal Impact

$2,500,000 is appropriated in Capital Improvement Project 92351, Office/Warehouse Facility Replacement – Wastewater ($1,250,000), and Capital Improvement Project 92355, Office/Warehouse Facility Replacement – Water ($1,250,000), with $371,000 available for this purpose.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer Assistant City Manager

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Attachments

Resolution & Bid - CS Advantage

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 11970 for roof replacement and envelope repairs at Municipal Hill, by and between the City of Lubbock and CS Advantage USAA, Inc., of College Station, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

vw:ccdocs/RES.Contract-CS Advantage
August 19, 2014

REVISED

PROPOSAL SUBMITTAL FORM
UNIT PRICE PROPOSAL CONTRACT

DATE: 8/06/14

PROJECT NUMBER: **RFP 14-11970-TF - Roof Replacement & Envelope Repairs at Municipal Hill**

Proposal of CS ADVANTAGE USAA INC (hereinafter called Offeror)

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

Ladies and Gentlemen:

The Offeror, in compliance with your Request for Proposals for the construction of a **Roof Replacement & Envelope Repairs at Municipal Hill** having carefully examined the plans, specifications, instructions to offerors, notice to offerors and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below. The price to cover all expenses incurred in performing the work required under the contract documents.

BASE PROPOSAL

ITEM NO.	DESCRIPTION	UNIT	MATERIALS	LABOR	TOTAL PRICE
1	Roof Sections A, B, E, F, I, & J: Work shall include removal of existing roof membrane and insulation down to substrate Remove and replace any damaged or deteriorated decking as described in the plans and specifications	LS	200,000	89,000	289,000.00
2	Roof Sections C, D, G & H: Work shall include removal of existing roof membrane and insulation down to substrate. Remove and replace any damaged or deteriorated decking as described in the plans and specifications.	LS	35,000	20,000	55,000.00
3	Exterior Elevations: Work shall include removal of existing sealant at all masonry control joints, masonry to metal joints, metal to metal joints, and glass to metal joints around doors and penetrations on exterior wall elevations as described in the plans and specifications.	LS	12,000	15,000	27,000.00

TOTAL PROPOSAL ITEMS #1-#3: ($ 371,000.00)

REVISED

UNIT PRICES

ITEM NO.	DESCRIPTION	UNIT	Unit Price 1-50	Unit Price 50-100	Unit Price 101-500 ft	Unit Price >500 ft
1	Removal and replacement of any damaged or deteriorated metal decking as described in the plans and specifications.	SF	10.00	10.00	10.00	9.00
2	Removal and replacement of any damaged or deteriorated wood decking as described in the plans and specifications.	SF	4.00	4.00	4.00	3.50

DURATION

1. Contractors proposed CONTRUCTION TIME for completion:

TOTAL CALENDAR DAYS: 60

Offeror hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the project within **60 Consecutive Calendar Days** thereafter as stipulated in the specifications and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages the sum of **$250** for each consecutive calendar day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.

Offeror understands and agrees that this proposal submittal shall be completed and submitted in accordance with instruction number 29 of the General Instructions to Offerors.

Offeror understands that the Owner reserves the right to reject any or all proposals and to waive any formality in the proposing.

The Offeror agrees that this proposal shall be good for a period of **60** calendar days after the scheduled closing time for receiving proposals.

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

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

Offeror's Initials

REVISED

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

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

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

Date: 8/26/14

Authorized Signature

OSCAR GOUDN
(Printed or Typed Name) PRESIDENT

CS DRYDITCH USA INC
Company

P.O. Box 12407
Address

COLLEGE STATION, TX
City, County

TX, 77842
State Zip Code

Telephone: 210 - 7710720

Fax: 210 - 5792157

Email: O-ggalvan@hotmail.com

FEDERAL TAX ID or SOCIAL SECURITY No.

272312935

(Seal if Offeror is a Corporation)

ATTEST:

Angel Rodriguez
Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 8/5/14
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

City of Lubbock, TX
Capital Project
Project Cost Detail
September 11, 2014

Capital Project Number:	92351
Capital Project Name:	Office/Warehouse Facility Replacement-WW
Capital Project Number:	92355
Capital Project Name:	Office/Warehouse Facility Replacement-Water

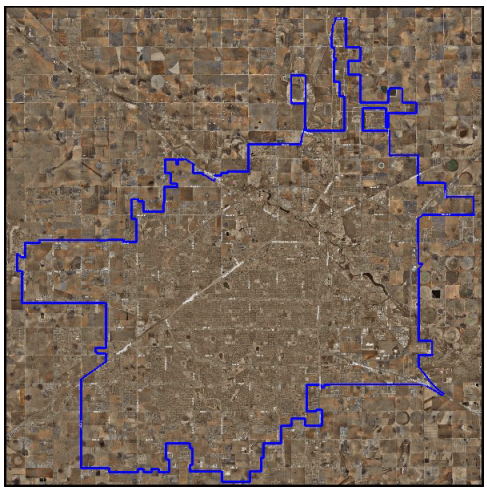
	Budget	
	92351	**92355**
Encumbered/Expended		
Parkhill, Smith and Cooper - Contract 11835	58,500	58,500
Agenda Item September 11, 2014		
CS Advantage USAA, Inc.	185,500	185,500
Encumbered/Expended To Date	244,000	244,000
Estimated Costs for Remaining Appropriation		
Construction	1,006,000	1,006,000
Remaining Appropriation	1,006,000	1,006,000
Total Appropriation	$ 1,250,000	1,250,000

Managing Department **Facilities Management**

Project Manager **Wesley Everett**

Project Classification **New Facility**

Project Status **Approved**



Project Scope

A new facility constructed to accommodate the functions lost because of the weather event of June 6, 2013. The new facility includes an office building as well as a warehouse structure. Estimated cost is $2,100,000.00 for the office, and $400,000.00 for the warehouse.

Project Justification

The weather event that occurred on June 6, 2013 did major damage to several City facilities that will require a major renovation or replacement of the facility.

Project History

$1,250,000 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Project Amount
Construction	0	1,062,500	0	0	0	0	0	1,062,500
Design and Engineering	0	187,500	0	0	0	0	0	187,500
Total Project Appropriation	0	1,250,000	0	0	0	0	0	1,250,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Funding
FY 2014 Wastewater Revenue CO's	0	1,250,000	0	0	0	0	0	1,250,000
Total Funding Sources	0	1,250,000	0	0	0	0	0	1,250,000

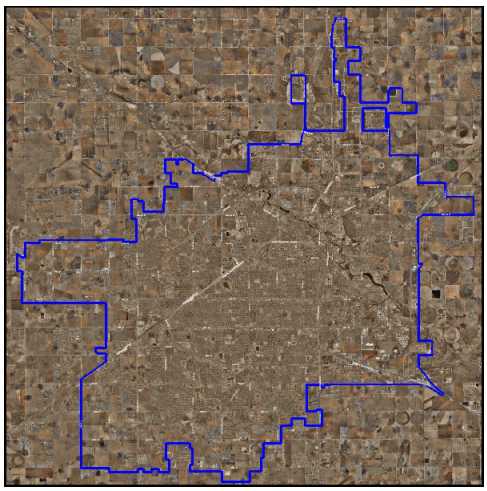
Project Name **Office/Warehouse Facility Replacement - Water** *Project Number* **92355**

Managing Department **Water Utility Admin**

Project Manager **Wesley Everett**

Project Classification **New Facility**

Project Status **Approved**



Project Scope

A new facility constructed to accommodate the functions lost because of the weather event of June 6, 2013. The new facility includes an office building as well as a warehouse structure. Estimated cost is $2,100,000.00 for the office, and $400,000.00 for the warehouse.

Project Justification

The weather event that occurred on June 6, 2013 did major damage to several City facilities that will require a major renovation or replacement of the facility.

Project History

$1,250,000 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Project Amount
Construction	0	1,062,500	0	0	0	0	0	1,062,500
Design and Engineering	0	187,500	0	0	0	0	0	187,500
Total Project Appropriation	0	1,250,000	0	0	0	0	0	1,250,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Funding
FY 2014 Water Revenue CO's	0	1,250,000	0	0	0	0	0	1,250,000
Total Funding Sources	0	1,250,000	0	0	0	0	0	1,250,000

Regular City Council Meeting **5. 14.**

Meeting Date: 09/11/2014

Information

Agenda Item

Resolution - Telecommunications: Consider a resolution authorizing the Mayor to execute a purchase order contract with AT&T Global Services for Telephone System Upgrades.

Item Summary

The City operates one main telephone switch and eighteen other telephone switches at various municipal sites. The contract provides for Municipal Building, Police Special Opeations and Police Academy systems software and hardware upgrades at a cost of $94,057. It will provide the City with additional SIP trucking at Municipal Building site. This agreement is available from AT&T Global Services through the State of Texas Department of Information Resources (DIR) Information Technology Commodity Purchasing Program, Contract DIR-SDD- 1465. Texas Local Government Code Chapter 271.083 authorizes local governments to acquire hardware, software, and other Information Technology products through the DIR program. Pursuant to Texas Government Code Chapter 79 1.025, purchases from DIR contracts meet competitive bid requirements.

Fiscal Impact

$150,00 is appropriated in the Adopted FY 2013-2014 Operating Budget.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer, Assistant City Manager

Attachments

Resolution & Purchase Order - AT&T

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. 33000521 by and between the City of Lubbock and AT&T Global Services, Inc. of Carol Stream, Illinois, for telephone system updates per DIR Contract SDD-1465and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager
Chief Information Officer

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

vw:ccdocs/RES.AT&T-PurchaseOrd
July 23, 2014

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 09/03/2014
Order Number 33000521 000 OP
Branch/Plant 3409

TO: AT&T GLOBAL SERVICES INC
PO BOX 9009
CAROL STREAM Illinois 60197-9009

SHIP TO: CITY OF LUBBOCK
RADIO REPAIR SHOP
ATTN: CLIFFORD CROW
530 36TH STREET, SUITE 200
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 09/11/2014 Freight
Requested 10/07/2014 Taken By D GAMBOA
Delivery PER CROW_C REQ 44035 DIR CONTRACT SDD-1465

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Upgrade Telephone System	1.000	27,546.2100	EA	27,546.21	10/07/2014
Police Academy					
Upgrade Telephone System	1.000	32,630.6000	EA	32,630.60	10/07/2014
Police Special Operations					
Upgrade Telephone System	1.000	33,879.8800	EA	33,879.88	10/07/2014
Municipal Building					

Total Order

Terms NET DUE ON RECEIPT

94,056.69

City of Lubbock TEXAS

PURCHASE ORDER

Date - 09/03/2014

Order Number 33000521 000 OP

Branch /Plant 3409

TO: AT&T GLOBAL SERVICES INC
PO BOX 9009
CAROL STREAM, Illinois 60197-9009

SHIP TO: CITY OF LUBBOCK
RADIO REPAIR SHOP
ATTN: CLIFFORD CROW
530 36TH STREET, SUITE 200
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

INSURANCE CERTIFICATE REQUIRED PRIOR TO INSTALLATION:

Commercial General Liability, per occurrence- $1,000,000 General Aggregate. Automotive Liability- Combined Single limit for Any Auto- $1,000,000	Worker's Compensation Amounts- $500,000 or Employer's Liability. Copies of endorsements are required.
City of Lubbock is named as an additional insured on a primary and non-contributory basis with a waiver of subrogation in favor of the City of Lubbock on liability coverages. To include products of completed operations endorsements. Waiver of subrogation provided on the workers' compensation.	

This purchase order encumbers funds in the amount of $ 94,056.69 awarded to AT&T Global Services Inc., of Carol Stream, Illinois, on September 11, 2014. The following is incorporated into and made part of this purchase order by reference: Quotation received September 2, 2014 from AT&T Global Services Inc. of Carol Stream, Illinois, Resolution #_____.

CITY OF LUBBOCK

_____
Glen C, Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

9/2/2014

City of Lubbock

Police Academy: CS 1000E

Equipment Code	Description	QTY	Customer Unit Price	Customer Total Price
Main Equipment Section				
AUS1836580				
NTWB17AC	Upgrade to CS1000E CPPM - SA	1	4,187.53	4,187.53
NTDW63BAE5	ASSY, CS1000 MGC 100BT ADAPTER	1	458.09	458.09
NTE907EB	1 Prem IP Set License	1	189.71	189.71
NTHU62AG	CPDC SS (Chassis/Cabinet) R7.6	1	2,930.17	2,930.17
NTM427BEE6	CPDC Sig Srvr SW (4GB USB) 7.6	1	0.00	0.00
NTE947LL	SW Upg R7.6 (up to 1199 users)	184	32.35	5,952.40
NTE960JC	System Upg to CS1000E CPPM SA	1	878.68	878.68
NTM440CF	CF SW Kit CPPM Single Pro R7.6	1	0.00	0.00
Ancillary Equipment Section				
	Discounted Customer Equipment Price		$	14,596.58
	Total Equipment and Software Price		**$**	**14,596.58**
Implementation Services Section				
	Installation Services		$	12,939.46
	Avaya Software Support (PASS Basic) (1 Year)		$	10.18
	Total Implementation Services Price		**$**	**12,949.63**

AT&T GLOBAL SERVICES
Schedule of Charges

Solution Pricing Summary

Total Equipment and Software Price	$	14,596.58
Total Implementation Services Price	$	12,949.63
Total Solution Price	$	27,546.21

Taxes, if applicable, to be invoiced on final bill.
Quote valid until October 07, 2014

The proposed equipment list has been engineered and compiled for use with or on the system with Serial no.: 10102817

* AT&T and Customer Confidential Information

9/2/2014

City of Lubbock

Special Operations: CS 1000E

Equipment Code	Description	QTY	Customer Unit Price	Customer Total Price
Main Equipment Section				
AUS1836389				
NTWB17AC	Upgrade to CS1000E CPPM - SA	1	4,187.53	4,187.53
NTBK65AAE5	MG1000 Chassis and Cabinet T1	1	207.35	207.35
NTDW12AAE5	UDT Clock Controller D/B	1	908.10	908.10
NTDW63BAE5	ASSY, CS1000 MGC 100BT ADAPTER	1	458.09	458.09
NTDW79ABE5	UDT E1/T1 Pack	1	2,904.44	2,904.44
NTHU62AG	CPDC SS (Chassis/Cabinet) R7.6	1	2,930.17	2,930.17
NTM427BEE6	CPDC Sig Srvr SW (4GB USB) 7.6	1	0.00	0.00
NTE947LL	SW Upg R7.6 (up to 1199 users)	160	32.35	5,176.00
NTE960JC	System Upg to CS1000E CPPM SA	1	878.68	878.68
NTM440CF	CF SW Kit CPPM Single Pro R7.6	1	0.00	0.00
Ancillary Equipment Section				
AA0132895	SEB Netpath 4 port, 10 SNMP segment with modem	1	1,806.00	1,806.00
AA0133502	Cable Required for SEB Netpath	1	48.38	48.38
	Discounted Customer Equipment Price		$	19,504.74
	Total Equipment and Software Price		**$**	**19,504.74**

Implementation Services Section		
Installation Services	$	13,125.86
Implementation Services Subtotal	$	13,125.86
Total Implementation Services Price	**$**	**13,125.86**

Solution Pricing Summary		
Total Equipment and Software Price	**$**	**19,504.74**
Total Implementation Services Price	**$**	**13,125.86**
Total Solution Price	**$**	**32,630.60**
Taxes, if applicable, to be invoiced on final bill.		
Quote valid until October 07, 2014		

The proposed equipment list has been engineered and compiled for use with or on the system with Serial no.: 10240028

* AT&T and Customer Confidential Information

AT&T GLOBAL SERVICES
Schedule of Charges

9/2/2014

City of Lubbock

Municipal Building: CS 1000E

Equipment Code	Description	QTY	Customer Unit Price	Customer Total Price
Main Equipment Section				
AUS1894008				
NTE980JA	SIP Access Port License	46	97.81	4,499.26
NTHU62AG	CPDC SS (Chassis/Cabinet) R7.6	1	2,952.89	2,952.89
NTM427BEE6	CPDC Sig Srvr SW (4GB USB) 7.6	1	0.00	0.00
NTM427CEE6	CPPM Sig Srv Upg to 7.6 2GB CF	1	34.09	34.09
NTE947LL	SW Upg R7.6 (up to 1199 users)	432	32.60	14,083.20
NTM447AE	CF SW Inst Kit CPPM R7.6-NoDng	1	0.00	0.00
NTDW05AAE5	CPPM Signaling Server Hard Drive Kit - BLANK - Release 5.0	1	554.27	554.27
Ancillary Equipment Section				
	Discounted Customer Equipment Price		$	22,123.71
	Total Equipment and Software Price		**$**	**22,123.71**
Implementation Services Section				
	Installation Services		$	11,756.17
	Implementation Services Subtotal		$	11,756.17
	Total Implementation Services Price		**$**	**11,756.17**

Solution Pricing Summary

Total Equipment and Software Price	$	**22,123.71**
Total Implementation Services Price	$	**11,756.17**
Total Solution Price	$	**33,879.88**

Taxes, if applicable, to be invoiced on final bill.
Quote valid until October 27, 2014

The proposed equipment list has been engineered and compiled for use with or on the system with Serial no.: 318832241

* AT&T and Customer Confidential Information

Regular City Council Meeting **5. 15.**

Meeting Date: 09/11/2014

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2014-O0111 for Zone Case 1054-E, a request of The Home Depot to amend the conditions of Ordinance 2005-00033 to allow for an outside display of products on Lot 3B, Caprock Addition, 2615 50th Street.

Item Summary

On August 28, 2014, the City Council approved the first reading of the ordinance.

General comments:
The request is to amend the previous zone case conditions that limited the outside display to the front sidewalk of the store. Home Depot has requested to move a small portion of the outside display further into the parking lot. The request is to move the portable buildings to the first couple rows of parking north of the garden center.

Adjacent land uses:
To the north, east, and west is existing commercial development with an existing residential development to the south.

Comprehensive Land Use Plan (CLUP):
The existing store is consistent with the CLUP.

Zoning Policy:
The C-4 zoning district does not allow for outside display without specific conditions to allow it prescribed and approved in the zone case ordinance. The previous zone case limited the display to the area immediately in front of the store to maintain a consistent commercial feel along 50th Street. This type of display in the parking lot is not typical. However, Home Depot has requested a very limited change to the existing display to allow the portable buildings to be displayed away from the main drive aisle in front of the store.

The Planning Commission and the Zoning Board of Adjustment, when considering requests for outside display, look at a few principle areas of potential impact.
• Does the display block access and or vision at the entrance?
• Does the display interfere with or eliminate the use of a sidewalk?
• Is a traffic/pedestrian safety issue created?
• How does the proposed display integrate into the “looks” of the storefront?

According to management, the display of these buildings has been causing issues with pedestrians near the entrance of the store. Then it becomes clear that there is a traffic/pedestrian issue. The questions posed to the Planning Commission are:

Does moving the buildings to the proposed location fix the traffic issue?
How does it look in regards to the store front?

Effect on the adjacent street and thoroughfare system:
Based on the setback of the proposed display location and the existing store, there should be no additional impact on the thoroughfare system.

Recommendations:
On August 7, 2014, the P&Z Commission recommended the request with a unanimous vote, with the following condition:
1. That the portable building display be tied to the proposed site plan.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 1054-E

Zone Case 1054-E

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NUMBER 2005-O0033 TO AMEND A CONDITION TO ALLOW FOR OUTSIDE DISPLAY OF PRODUCTS ON LOT 3B, CAPROCK 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:

SECTION 1. THAT condition 2 of Section 1 of Ordinance No. 2005-O0033 is hereby amended to read as follows:

2. THAT the Home Depot, Lot 3B, will be zoned C-3 Specific Use tied to the proposed site plans from the ZC1054-E filed with regard to:
    - Building location;
    - Parking;
    - Landscape Plan;
    - Screening fence location on the west, south and east including the proposed construction materials;
    - Construction materials for the building and garden center (steel picket fence);
    - Outdoor storage area along the front of the store;
    - No outdoor storage or display will be allowed in the front parking lot outside the ability to have an annual "outside, sale and promotion event" except as provided on the site plan;

- The screening fence shall be constructed as soon as practical and prior to construction of the new store.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

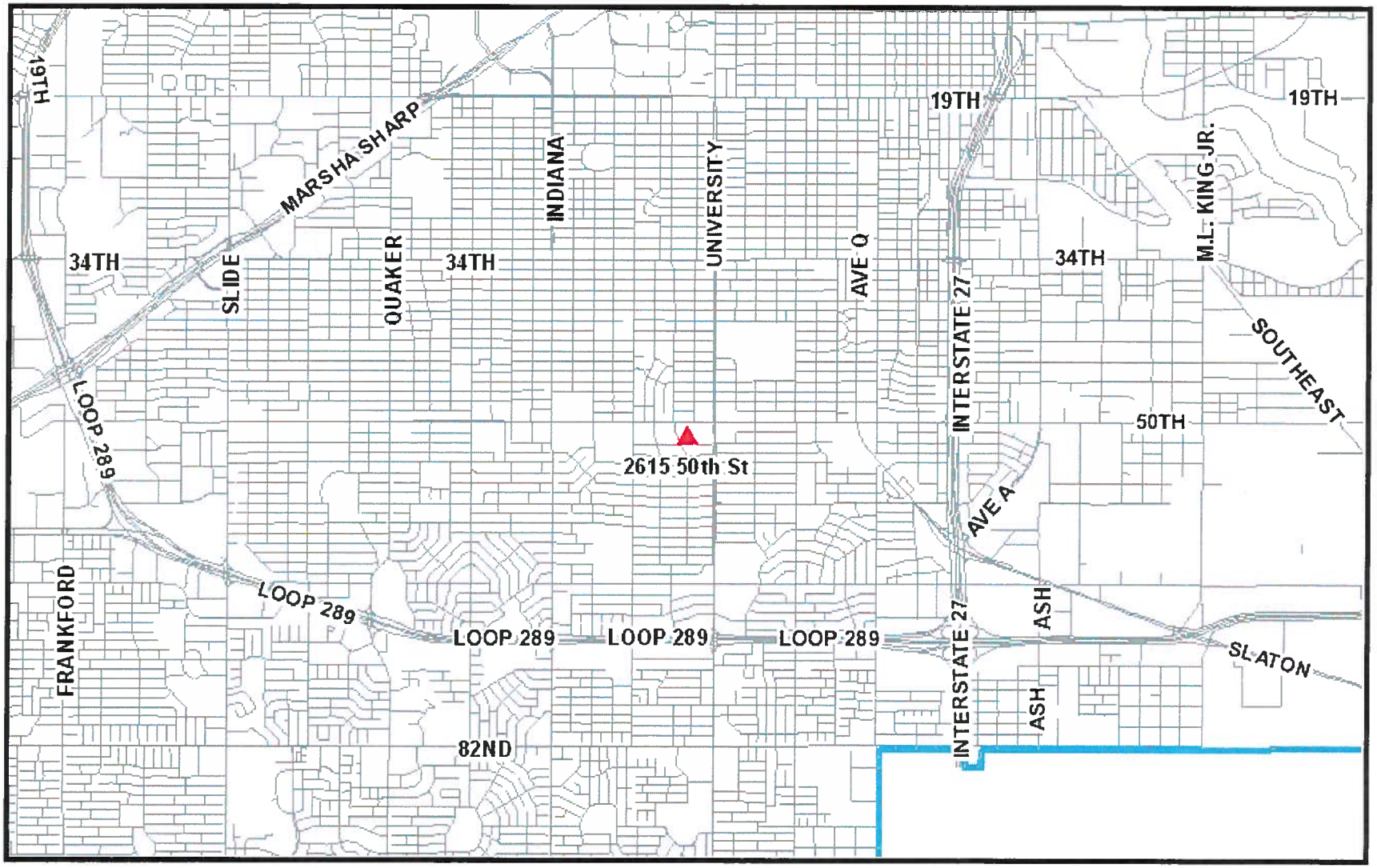
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

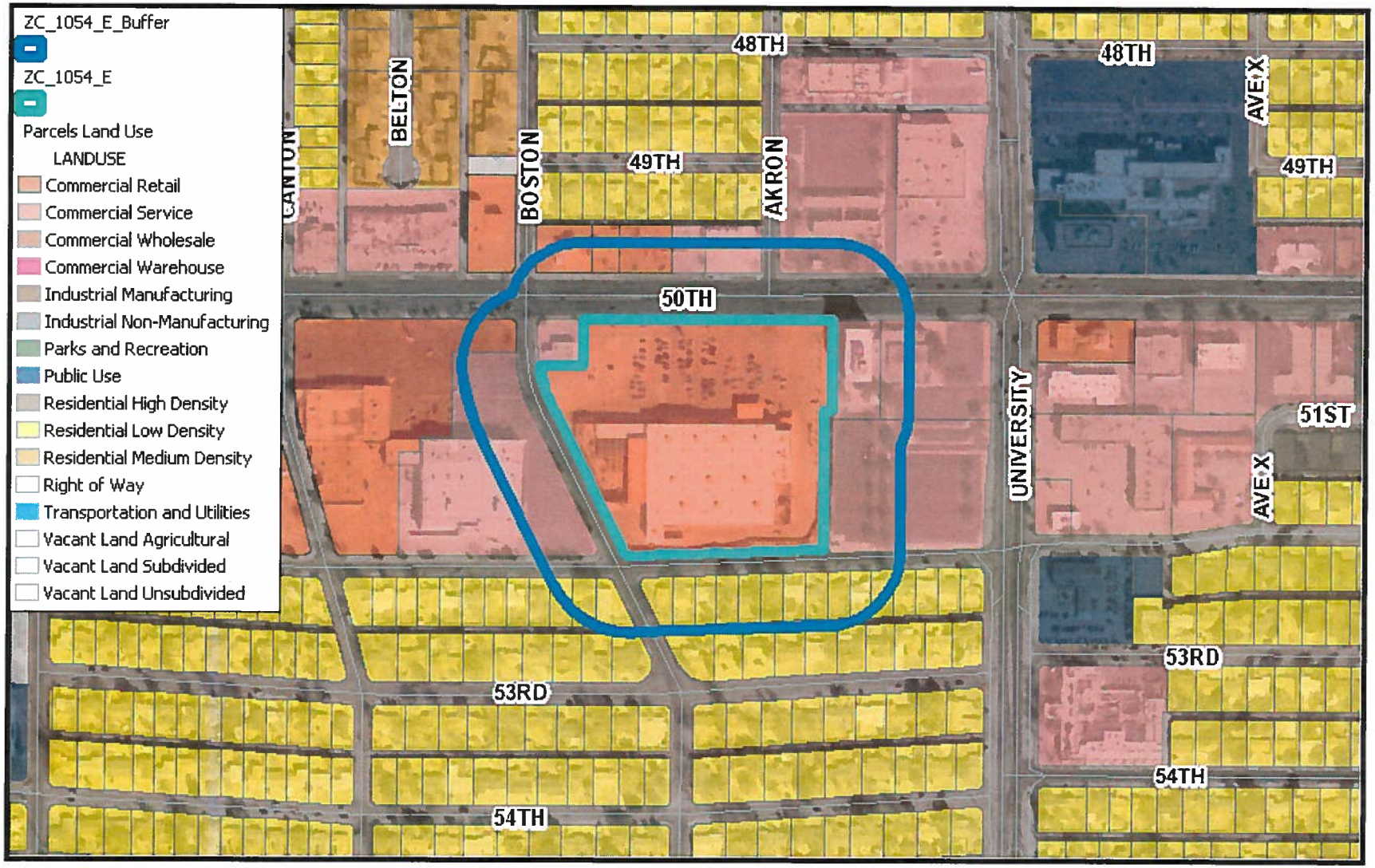
APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

vw:ccdocs/Amend ZC1054-E
August 11, 2014

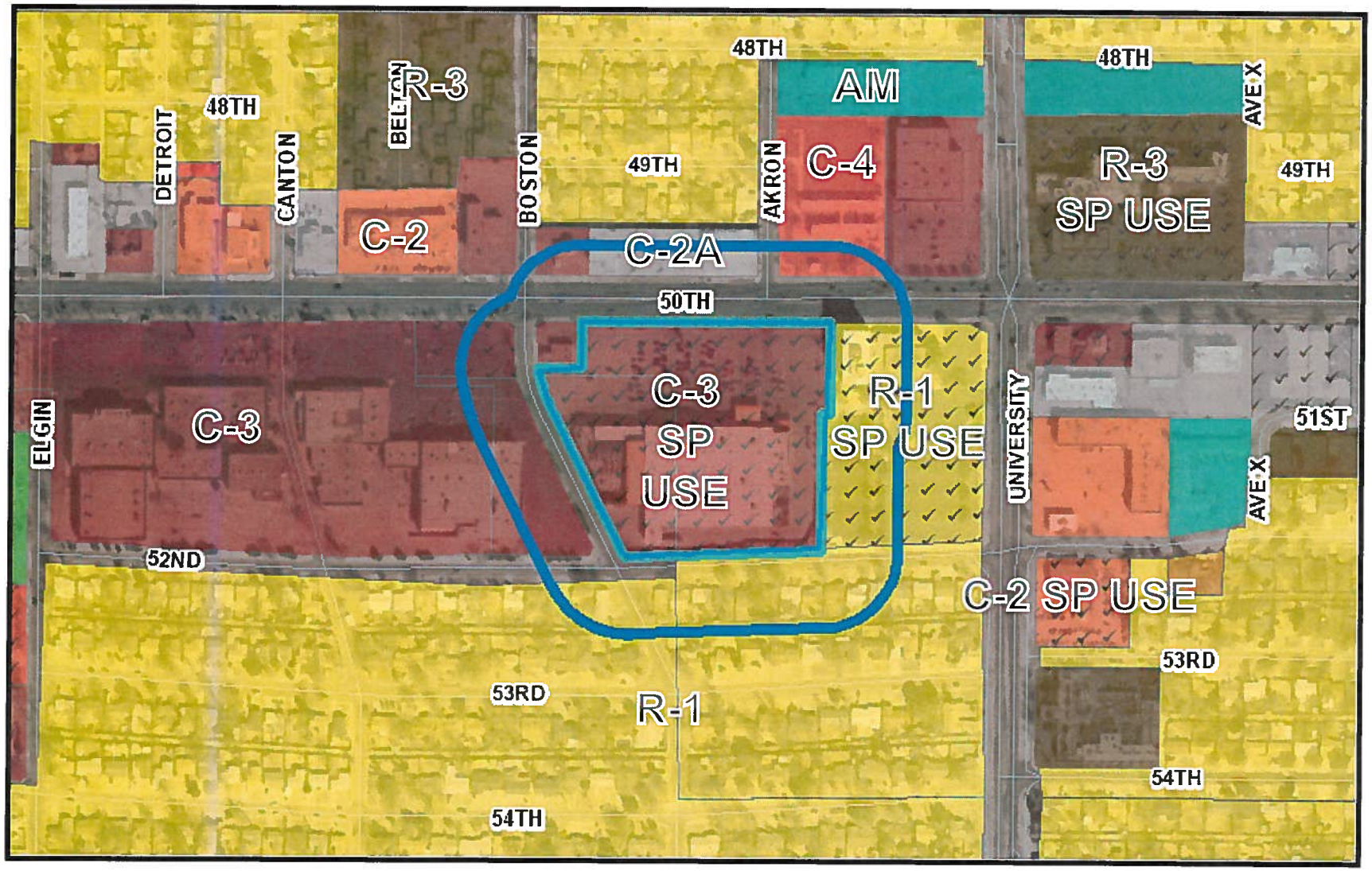


P.Z.C. Case 1054-E



P.Z.C. Case 1054-E

Request of The Home Depot to amend the conditions of Ordinance #2005-00033 to allow for an outside display of products, 2615 50th Street



P.Z.C. Case 1054-E Zoning

Jimmy-d-gilliam@homedepot co

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) The Home Depot
2615 50th St
Street/Post Office Box
Lubbock TX 79413
City State Zip
(806) 791-4102
Telephone

For SAME
Street/Post Office Box
City State Zip
( )
Telephone

Location or Address: 2615 50th St

Legal Description:*

Existing Land Use: **Existing Zoning:**

Acreage or Square Footage of Property:

Zoning Requested: C-3 specific use

Proposed Development: to amend ordinance conditions to allow a location for display of products (outside)

If property is not subdivided, will preliminary plat be submitted? Yes No N/A

~~Applicant's Signature~~

5/22/14
Date

*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.

Filing Fee: $499
($475.00 for the first acre; ~~$3.00 for~~ each additional acre; $165 for Non-Profit) paid rcpt # 18091

CH: 0003062802
REC: 18091

For City Use Only

PIN: 10522 map 6

Zone Case No.: 1054-E **Agenda No.:** 2

Request for zoning change from: C-3 SU **To:** amend conditions of ordinance 2005-00033.

on Lot(s): 3 B **Block(s):** —

Subdivision: Caprock **Address:** 2615 50th St

SL

My Map



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 site is created by or hosted 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.

0 160 320 Feet

Printed Date: 8/7/2014

N

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

(12)

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.: 1054-E**

In Favor of ✓

Opposed ____

Reasons and/or Comments:
Contingent on site plan indicating storage buildings being displaced on the west side of the lot between the Pharmacy + Garden Center

Print Name Vicki Dalrymple for PlainsCapital Bank
Signature: Vicki Dalrymple, S.V.P.
Address: 5010 University
Address of Property Owned: _____

20 of 26

RECEIVED
JUL 03 REC'D
PLANNING DEPARTMENT

Zone Case Number: **1054-E** 10529
PLAINS CAPITAL BANK
PO BOX 271
LUBBOCK TX 79408-0271

2

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 1054-E**

In Favor of ✓

Opposed ____

Reasons and/or Comments:

RECEIVED
JUL 07 REC'D
PLANNING DEPARTMENT

Print Name Isaiah Garner

Signature: [signature]

Address: 2618 50th Lubbock TX 79412

Address of Property Owned: 2103 34th Lubbock TX 79411

Zone Case Number: 1054-E 59561
IGI COMMERCIAL PROPERTIES LLC
% ISAIAH & CHRISTINE GARNER
2103 34TH ST

LUBBOCK TX 79411

2

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 1054-E**

In Favor of X

Opposed ____

RECEIVED
AUG 05 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name Ike Garner For IGI Commercial Properties

Signature:

Address: 2103 34th Lubbock TX 79411

Address of Property Owned: 2618 50th St Lubbock TX 79412

Zone Case Number: **1054-E** 59561
IGI COMMERCIAL PROPERTIES LLC
% ISAIAH & CHRISTINE GARNER
2103 34TH ST

LUBBOCK TX 79411

Regular City Council Meeting **5. 16.**

Meeting Date: 09/11/2014

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2014-O0112, for Zone Case 1913-D, a request of Zac Garth, for Gene McGuire, for a zoning change from GO to C-2A on Tracts A and B, McGuire Realty Plaza Addition, 2401 West Loop 289.

Item Summary

On August 28, 2014, the City Council approved the first reading of the ordinance.

General comments:
Request of Zac Garth (for Gene McGuire) for a zoning change from GO to C-2A on Tracts A & B McGuire Realty (2401 West Loop 289).

Adjacent land uses:
N: (AM Specific Use for a Motel) extended stay motel
S: (GO) vacant
E: (A-1) duplexes
W: (C-3) Loop 289, then vacant land

Comprehensive Land Use Plan (CLUP):
Currently, the CLUP has medium to high density residential at this location. Given its location adjacent to a major expressway, it would be better suited for a commercial use. The CLUP is our guide and is an evolving plan which changes due to the growth of the City. This parcel was rezoned to Garden Office within the last year. The applicant has determined that a light commercial C-2A better suits the desired development for the tract of land. C-2A zoning is a minor change to the CLUP. If approved, please include as part of your motion, a statement to approve a minor change to the CLUP.

Zoning Policy:
The C-2A Limited Local Retails zoning district is intended to provide a light local commercial use to serve the immediate adjacent area. With the adjacent land uses being apartments and duplexes, the addition of garden offices at this commercial location will continue to provide a needed buffer along with the adjacent Garden Office between the loop and residential zoning.

As an additional note for the Planning & Zoning (P&Z) Commission and City Council, something that the department has stressed for quite some time, Garden Office is not intended to be a stepping off point for a commercial zone case. In this instance, the light commercial is an appropriate zoning, and therefore has staff support.

Effect on the adjacent street and thoroughfare system:
There should be no adverse effects on the thoroughfare system.

Recommendations:
On August 7, 2014, the 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 1913-D

Zone Case 1913-D

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 1913-D;** A ZONING CHANGE FROM **GO** TO **C-2A** ZONING DISTRICT ON **TRACTS A AND B, MCGUIRE REALTY PLAZA,** LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 1913-D

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **GO** to **C-2A** zoning district on **Tracts A**

and B, McGuire Realty Plaza Addition, City of Lubbock, Lubbock County, Texas, located at **2401 West Loop 289.**

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

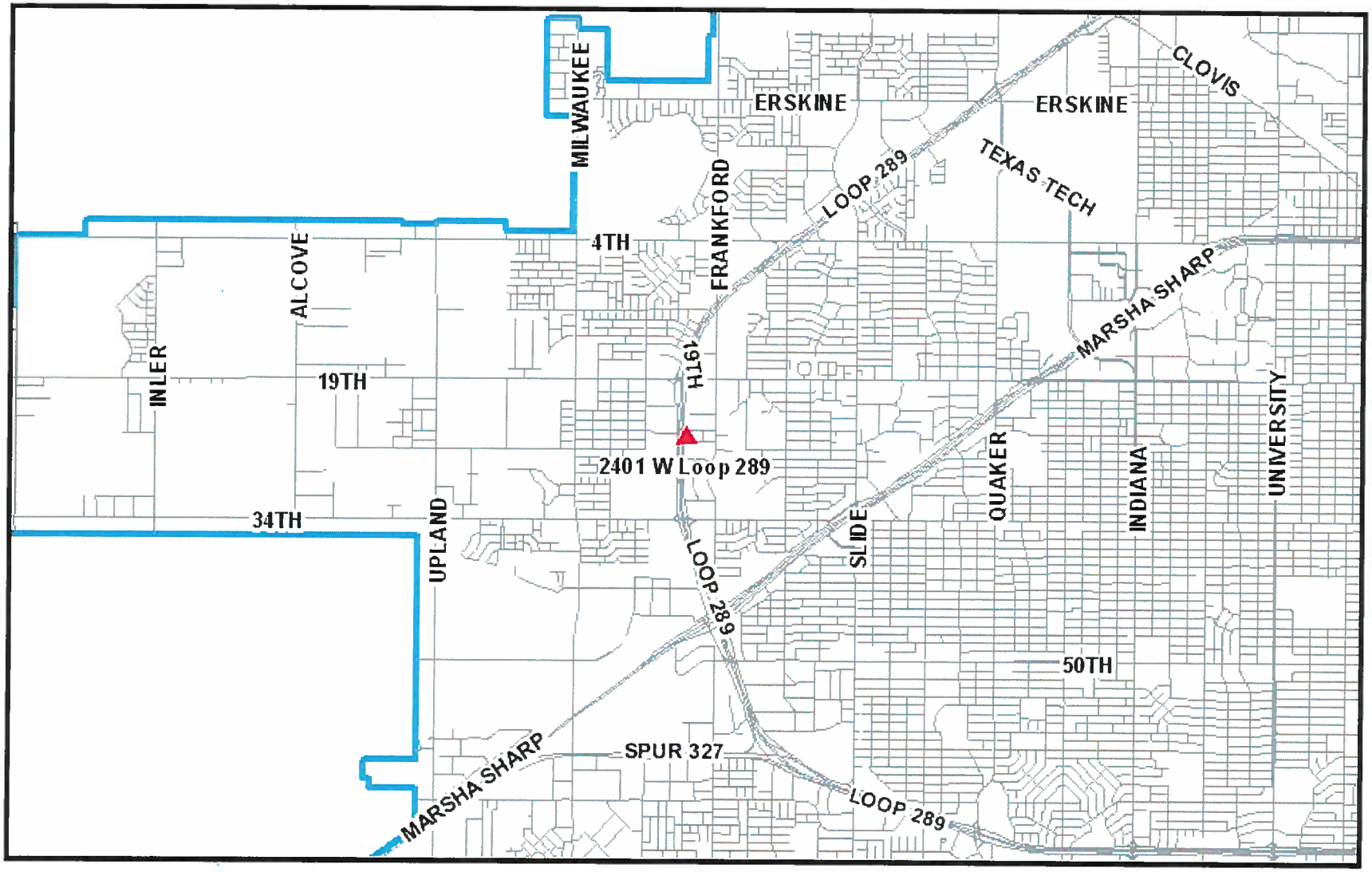
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

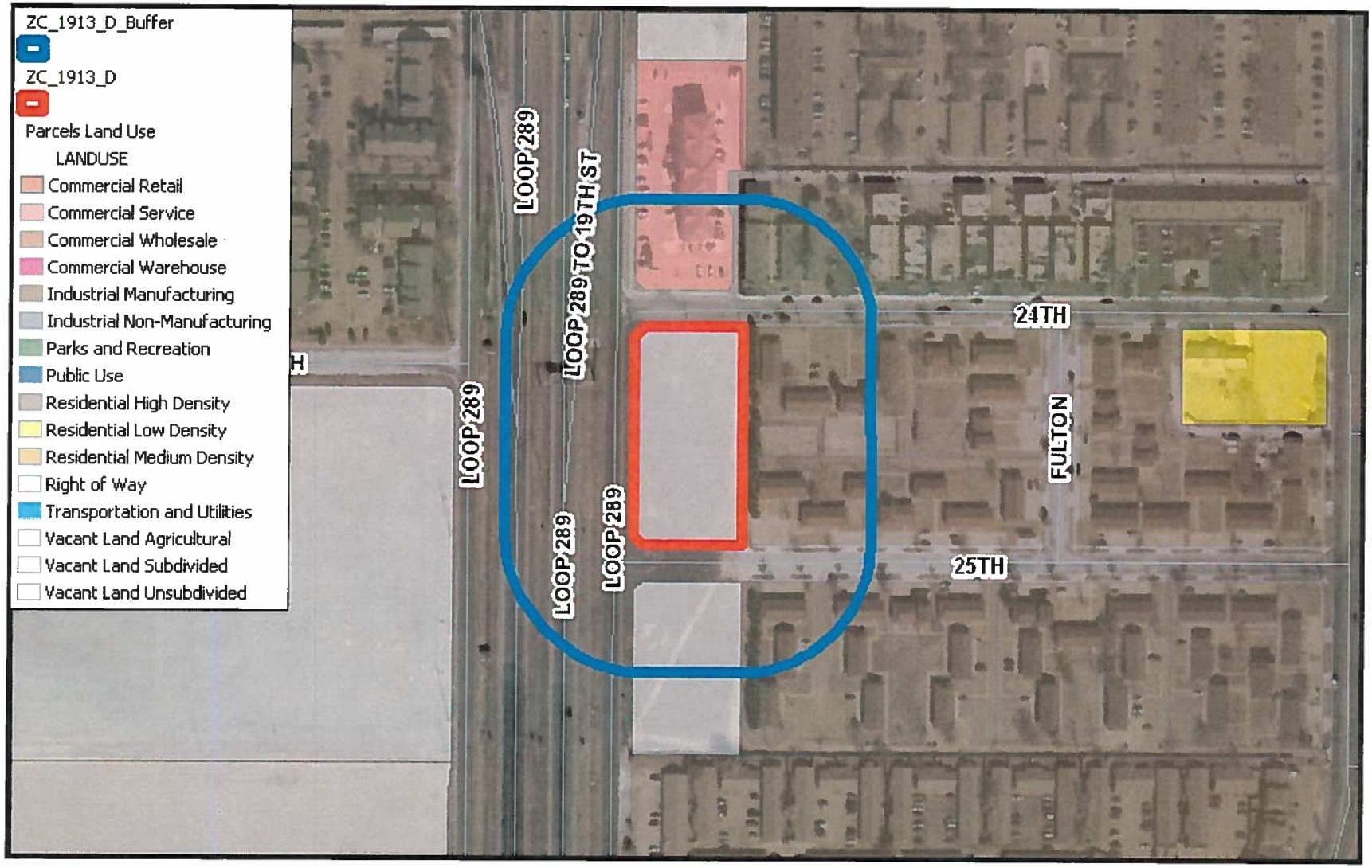
APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

vw/cityatt/Chad/ZoneCase/ZC1913-D
August 11, 2014



P.Z.C. Case 1913-D



P.Z.C. Case 1913-D

Request of Zac Garth (for Gene McGuire) for a zoning change from GO to C-2A, 2401 West Loop 289



P.Z.C. Case 1913-D Zoning

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) ZAC GARTH (HUNN DESIGNS) **For** GENE McGUIRE (EXIT REALTY)

12402 SLIDE RD. STE. 203
Street/Post Office Box

LUBBOCK TX 79424
City State Zip

(806) 252-2252
Telephone

5102 60th STREET STE G.
Street/Post Office Box

LUBBOCK ~~TEXAS~~ TEXAS 79414
City State Zip

(806) 771-3900
Telephone

Location or Address: 2401 W LOOP 289 LUBBOCK, TX 79407

Legal Description:* TRACTS "A" & "B" McGUIRE REALTY PLAZA

Existing Land Use: VACANT (NONE) **Existing Zoning:** GARDEN OFFICE

Acreage or Square Footage of Property: 1.3 ACRES

Zoning Requested: C2-A

Proposed Development: REAL ESTATE OFFICE BLDG.

If property is not subdivided, will preliminary plat be submitted? Yes _____ No ✓

ZAC GARTH
Applicant's Signature

05/29/2014
Date

Filing Fee: $475.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

For City Use Only

PIN: 1102 Map 23

Zone Case No.: 1913-D **Agenda No.:** 3

Request for zoning change from: GO **To:** C-2A

on Lot(s): Tracts A & B **Block(s):** —

Subdivision: McGuire Realty Plaza **Address:** 2401 W Loop 289

SR

Regular City Council Meeting **5. 17.**

Meeting Date: 09/11/2014

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2014-O0113, for Zone Case 1811-F, a request of Wooden Law Firm, P.C., for Verizon Wireless, for a zoning change from C-2 to C-2 Specific Use for a telecommunications tower on the west 40 feet of Lot 16, Iris Gardens Addition, 3311 83rd Street.

Item Summary

On August 28, 2014, the City Council approved the first reading of the ordinance.

General comments:
Request of the Wooden Law Firm, P.C. (for Verizon Wireless) for a zoning change from C-2 to C-2 Specific Use for a telecommunications tower on the west 40 feet of Lot 16, Iris Gardens Addition (3311 83rd Street).

Adjacent land uses:
N: (C-2) offices
S: (A-2) Indiana Avenue Baptist Church
E: (C-2) salon and day spa
W: (C-3 limited to a car wash) drive thru car wash

Comprehensive Land Use Plan (CLUP):
The request is consistent with the CLUP which has this area designated as commercial.

Zoning Policy:
The Zoning Ordinance states "…antennas may be permitted in any zoning district provided that the proponent of such use has incorporated the minimum requirements…" and has been approved by the Planning and Zoning (P&Z) Commission. It is up to the proponent to provide the necessary data showing the necessity for a new tower, rather than co-locating on an existing one. The department is currently working on a comprehensive map to locate all existing towers to ensure we are not overpopulating an area.

Effect on the adjacent street and thoroughfare system:
The tower will be designed in a way that it will not be visually obstructive to traffic in the vicinity. The tower and structure will be located on the rear lot line, away from any traffic along 83rd Street.

Recommendations:
On August 7, 2014 the P&Z Commission recommended the request with a unanimous vote, with the following conditions:
1. That a minimum 6' tall, solid masonry wall/fence, tall enough to screen from view on a horizontal plane, all ground equipment along the north and west boundaries of the proposed security gate to provide a barrier and enclose the equipment (Generator, base, box, etc.)
2. Limited to a 100' tall tower.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 1811-F

Zone Case 1811-F

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. 1811-F;** A ZONING CHANGE FROM **C-2** TO **C-2 SPECIFIC USE** FOR **A TELECOMMUNICATIONS TOWER**, ON **THE WEST 40 FEET OF LOT 16, IRIS GARDENS ADDITION,** LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 1811-F

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-2** to **C-2** Specific Use for **a telecommunications tower** on **the west 40 feet of Lot 16, Iris Gardens Addition,** City of Lubbock, Lubbock County, Texas, located at **3311 83rd Street,** subject to conditions, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT a minimum 6' tall, solid masonry wall/fence, tall enough to screen from view on a horizontal plane, all ground equipment along the north and west boundaries of the proposed security gate to provide a barrier and enclose the equipment (Generator, base, box, etc.)**

2. **THAT the zone change be limited to a 100' tall tower.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **C-2** 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 **3311 83rd 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

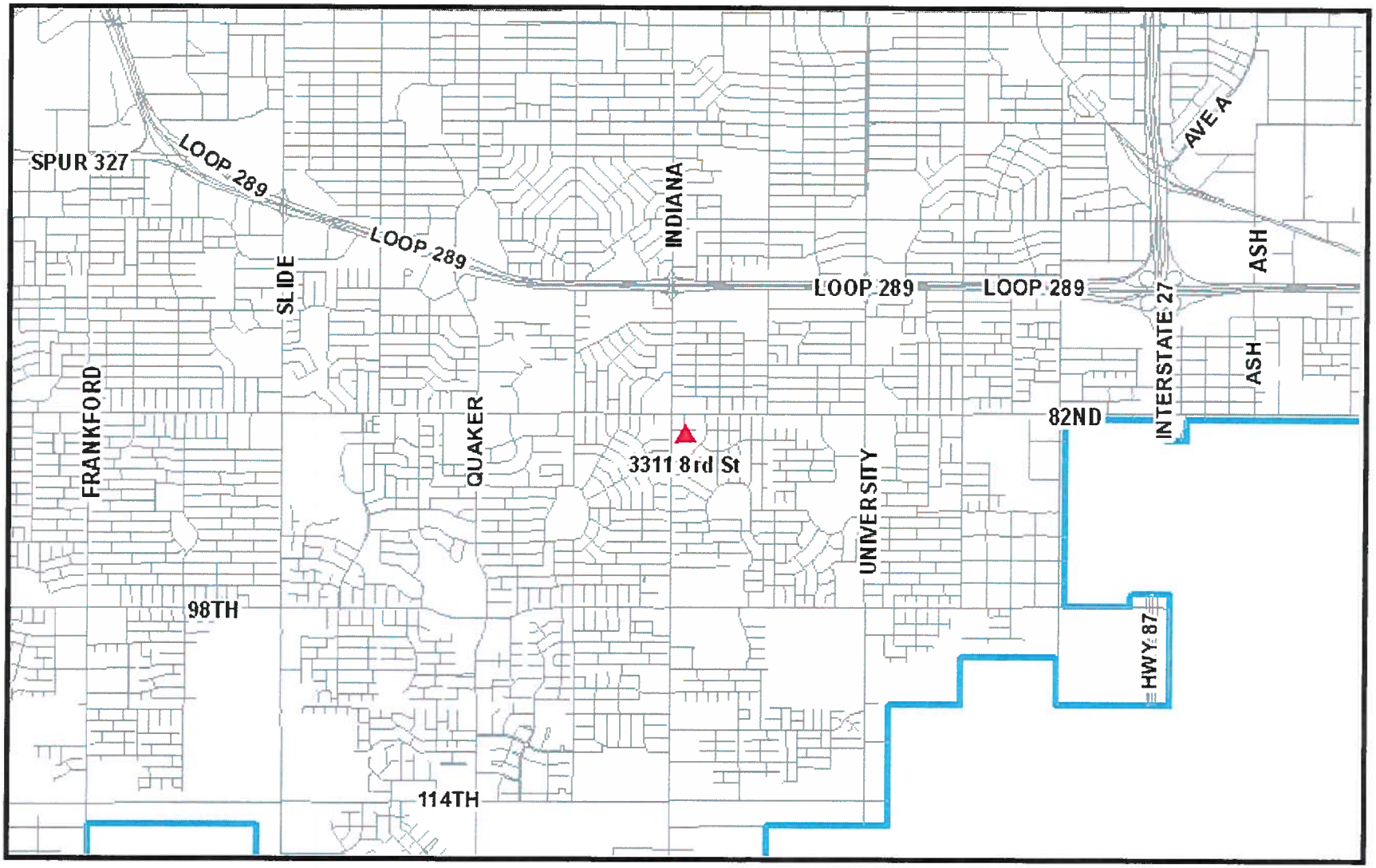
APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

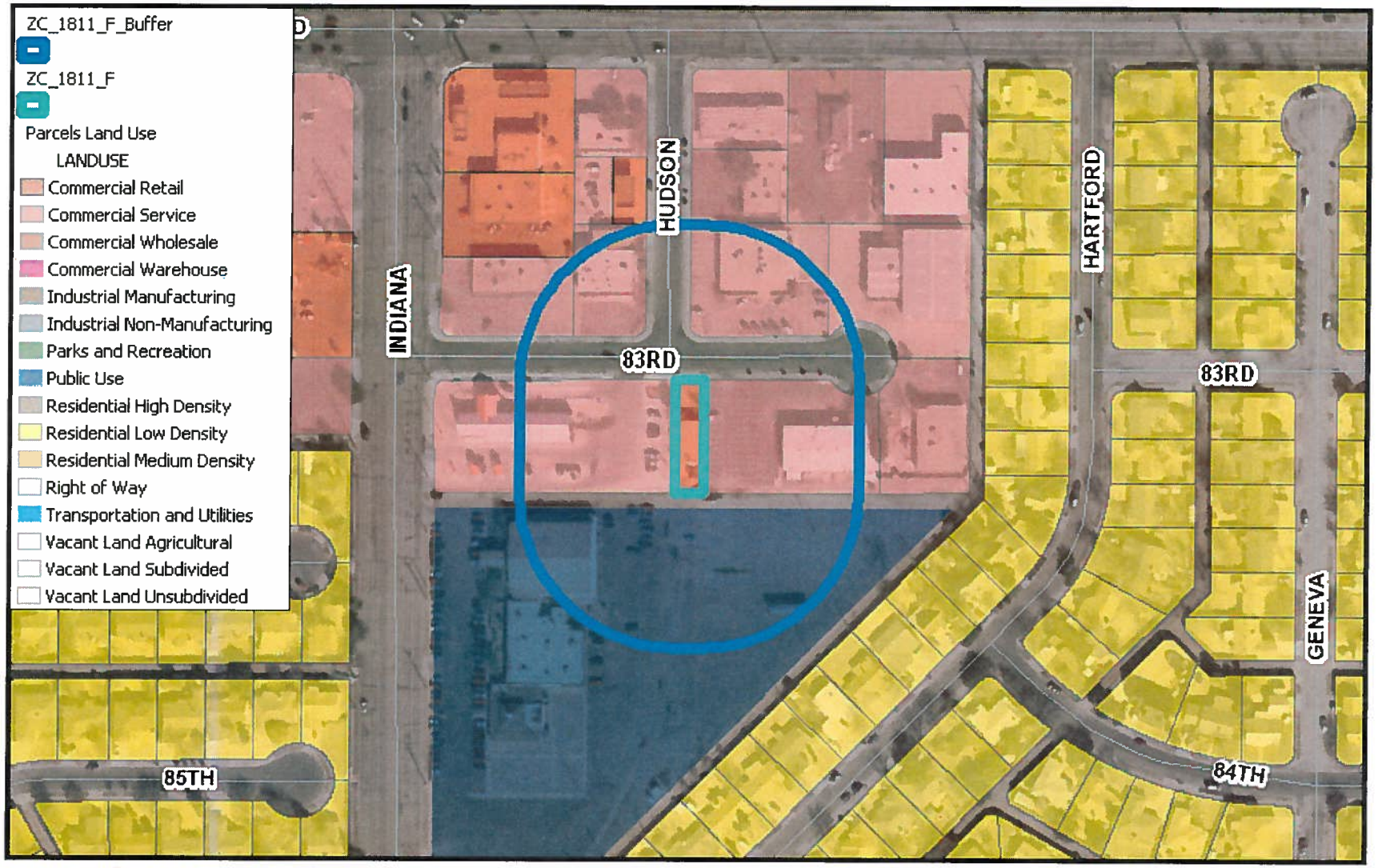
APPROVED AS TO FORM:

Chad Weaver, City Attorney

vw/CityAtt/Chad/Zones/ZC1811-F
August 11, 2014

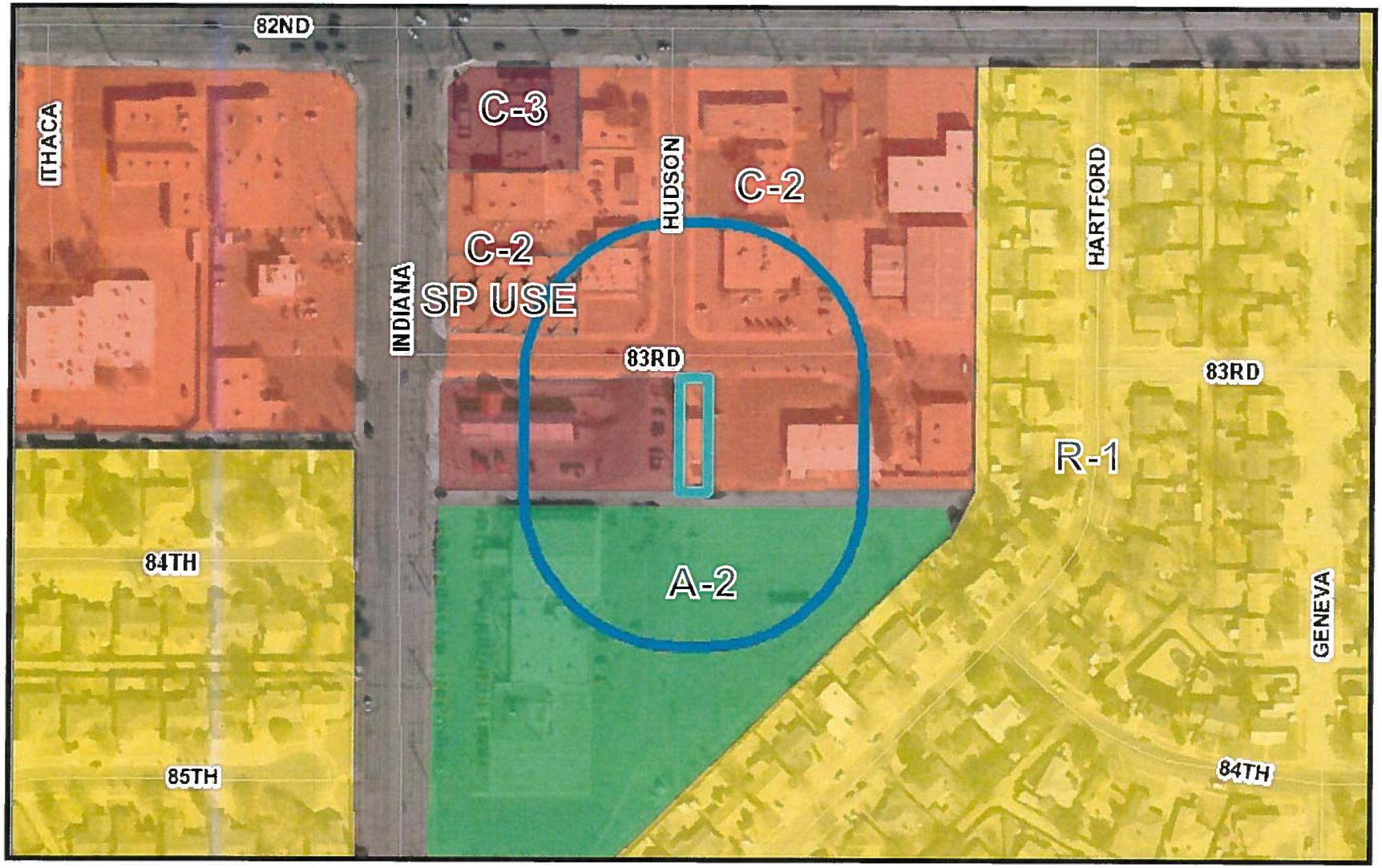


P.Z.C. Case 1811-F



P.Z.C. Case 1811-F

Request of Wooden Law Firm, P.C. (for Verizon Wireless) for a zoning change from C-2 to C-2 Specific Use for a telecommunications tower , 3311 83rd Street



P.Z.C. Case 1811-F Zoning

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Wooden Law Firm, P.C. By: Tracy C. Wooden

730 Cherry Street, Suite B
Street/Post Office Box

Chattanooga TN 37402
City State Zip

(423) 756-9972
Telephone

For Verizon Wireless

5804 Tri-County Parkway
Street/Post Office Box

Schertz TX 78154
City State Zip

(210) 834-1664
Telephone

Location or Address: 3311 83rd Street, Lubbock, TX 79423

Legal Description:* IRIS GARDENS W40'OF L 16

Existing Land Use: Commercial Retail **Existing Zoning:** C: Commercial

Acreage or Square Footage of Property: .05 Acres or 2, 242 square feet

Zoning Requested: C2: Commercial Specific Use

Proposed Development: Wireless Communications Facilty

If property is not subdivided, will preliminary plat be submitted? Property has a plat. **Yes** _____ **No** No

By: Tracy C. Wooden
Applicant's Signature

6/3/14
Date

***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.**

Filing Fee: $475.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

For City Use Only

PIN: 25922 Map 19

Zone Case No.: 1811 - F **Agenda No.:** 4

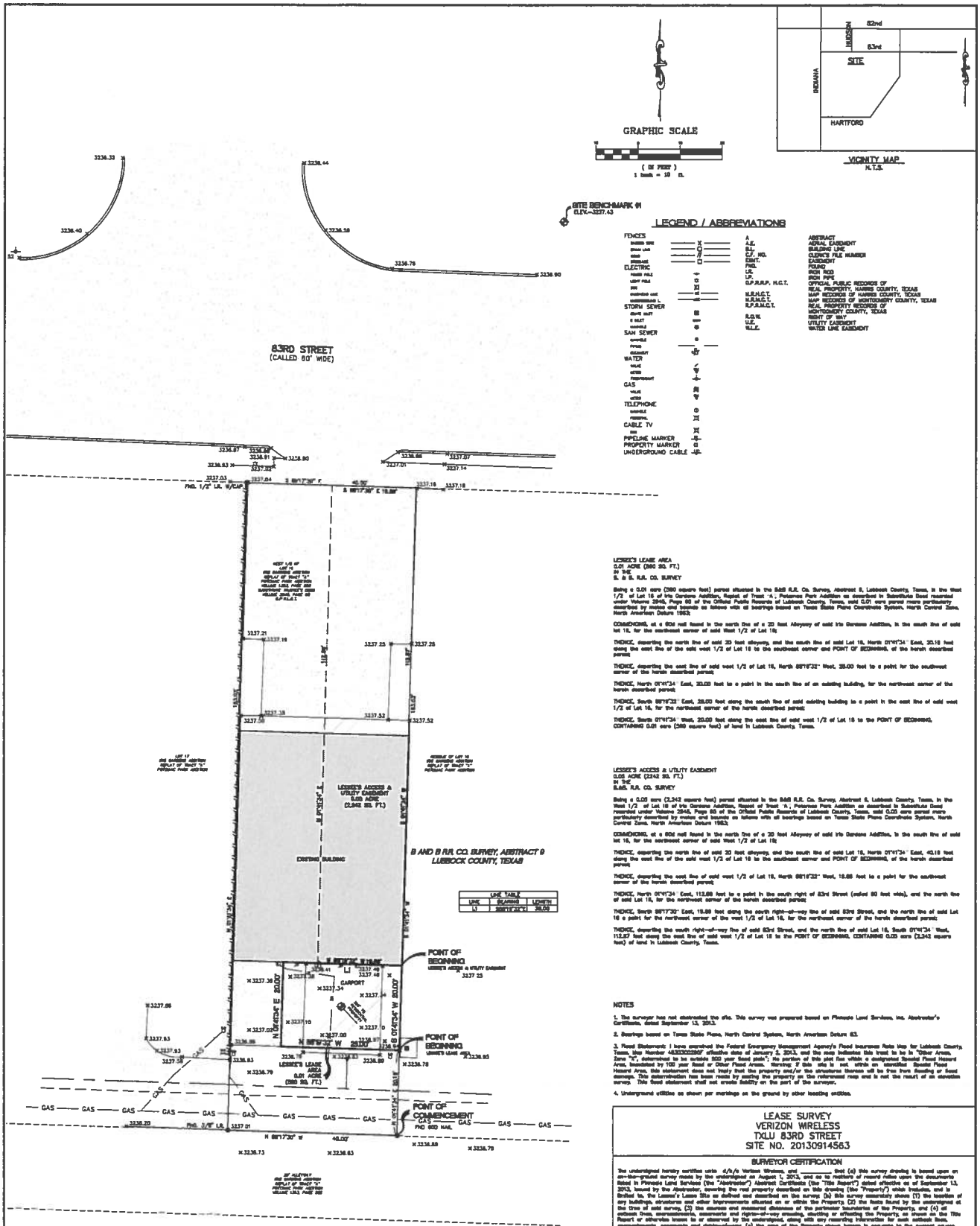
Request for zoning change from: C-2 **To:** C-2 SP. USE

For a Telecommunications Tower

on Lot(s): W 40' Lot 16 **Block(s):** —

Subdivision: Iris Gardens **Address:** 3311 83rd St

SR



LESSEE'S LEASE AREA
0.01 ACRE (380 SQ. FT.)
IN THE
B. & B. R.R. CO. SURVEY

Being a 0.01 acre (380 square feet) parcel situated in the B&B R.R. Co. Survey, Abstract 9, Lubbock County, Texas, in the West 1/2 of Lot 18 of Iris Gardens Addition, Replat of Tract "A", Peterson Park Addition as described in Subdivision Deed recorded under Volume 2945, Page 80 of the Official Public Records of Lubbock County, Texas, said 0.01 acre parcel more particularly described by metes and bounds as follows with all bearings based on Texas State Plane Coordinate System, North Central Zone, North American Datum 1983;

COMMENCING, at a 60d nail found in the north line of a 20 foot Alleyway of said Iris Gardens Addition, in the south line of said lot 18, for the southeast corner of said West 1/2 of Lot 18;

THENCE, departing the north line of said 20 foot alleyway, and the south line of said Lot 18, North 01°41'34" East, 30.18 feet along the east line of the said west 1/2 of Lot 18 to the southeast corner and POINT OF BEGINNING, of the herein described parcel;

THENCE, departing the east line of said west 1/2 of Lot 18, North 88°18'32" West, 28.00 feet to a point for the southwest corner of the herein described parcel;

THENCE, North 01°41'34" East, 30.00 feet to a point in the south line of an existing building, for the northwest corner of the herein described parcel;

THENCE, South 88°18'32" East, 28.00 feet along the south line of said existing building to a point in the east line of said west 1/2 of Lot 18, for the northeast corner of the herein described parcel;

THENCE, South 01°41'34" West, 30.00 feet along the east line of said west 1/2 of Lot 18 to the POINT OF BEGINNING, CONTAINING 0.01 acre (380 square feet) of land in Lubbock County, Texas.

LESSEE'S ACCESS & UTILITY EASEMENT
0.035 ACRE (2,542 SQ. FT.)
IN THE
B.&B. R.R. CO. SURVEY

Being a 0.05 acre (2,542 square feet) parcel situated in the B&B R.R. Co. Survey, Abstract 9, Lubbock County, Texas, in the West 1/2 of Lot 18 of Iris Gardens Addition, Replat of Tract "A", Peterson Park Addition as described in Subdivision Deed recorded under Volume 2945, Page 80 of the Official Public Records of Lubbock County, Texas, said 0.05 acre parcel more particularly described by metes and bounds as follows with all bearings based on Texas State Plane Coordinate System, North Central Zone, North American Datum 1983;

COMMENCING, at a 60d nail found in the north line of a 20 foot Alleyway of said Iris Gardens Addition, in the south line of said lot 18, for the southeast corner of said West 1/2 of Lot 18;

THENCE, departing the north line of said 20 foot alleyway, and the south line of said Lot 18, North 01°41'34" East, 49.18 feet along the east line of the said west 1/2 of Lot 18 to the southeast corner and POINT OF BEGINNING, of the herein described parcel;

THENCE, departing the east line of said west 1/2 of Lot 18, North 88°18'32" West, 18.88 feet to a point for the southwest corner of the herein described parcel;

THENCE, North 01°41'34" East, 112.88 feet to a point in the south right of 83rd Street (called 60 feet wide), and the north line of said Lot 18, for the northwest corner of the herein described parcel;

THENCE, South 89°17'30" East, 19.88 feet along the south right-of-way line of said 83rd Street, and the north line of said Lot 18 a point for the northeast corner of the west 1/2 of Lot 18, for the northeast corner of the herein described parcel;

THENCE, departing the south right-of-way line of said 83rd Street, and the north line of said Lot 18, South 01°41'34" West, 112.87 feet along the east line of said west 1/2 of Lot 18 to the POINT OF BEGINNING, CONTAINING 0.05 acre (2,542 square feet) of land in Lubbock County, Texas.

NOTES

1. The surveyor has not abstracted the site. This survey was prepared based on Pinnacle Land Services, Inc. Abstractor's Certificate, dated September 13, 2013.

2. Bearings based on Texas State Plane, North Central System, North American Datum 83.

3. Flood Statement: I have examined the Federal Emergency Management Agency's Flood Insurance Rate Map for Lubbock County, Texas, Map Number 48303C0225F effective date of January 6, 2013, and the map indicates this tract to be in "Other Areas, Zone "X", determined to be outside 500 year flood zone"; No portion of this plat lies within a designated Special Flood Hazard Area, inundated by 100 year flood or Other Flood Areas. Warning: If this site is not within an identified Special Flood Hazard Area, this statement does not imply that the property and/or the structures thereon will be free from flooding or flood damages. This determination has been made by scaling the property on the referenced map and is not the result of an elevation survey. This flood statement shall not create liability on the part of the surveyor.

4. Underground utilities as shown per markings on the ground by other locating entities.

LEASE SURVEY
VERIZON WIRELESS
TXLU 83RD STREET
SITE NO. 20130914563

SURVEYOR CERTIFICATION

The undersigned hereby certifies unto d/b/a Verizon Wireless, and _____ that (a) this survey drawing is based upon an on-the-ground survey made by the undersigned on August 1, 2013, and as to matters of record relies upon the documents listed in Pinnacle Land Services (the "Abstractor") Abstract Certificate (the "Title Report") dated effective as of September 13, 2013, issued by the Abstractor, covering the real property described on this drawing (the "Property") which includes, and is limited to, the leased Site as defined and described on the survey; (b) this survey accurately shows: (1) the location of any buildings, structures and other improvements situated on or within the Property; (2) the facts found by the undersigned at the time of said survey; (3) the courses and measured distances of the perimeter boundaries of the Property, and (4) all setback lines, encroachments, easements and rights-of-way, encroaching, abutting or affecting the Property as shown on the Title Report or otherwise known to or observed by the undersigned, along with any recording information for said setback lines, encroachments, easements and rights-of-way; (c) the area of the Property shown hereon is accurate to the nearest square foot, and there are no discrepancies, conflicts or shortages in area or boundary lines; (d) the field notes attached to this survey accurately state the courses and measured distances found in performing the on-the-ground survey; (e) the notes listed on the survey are true and correct; (f) except as shown on the survey drawing, there are no (1) public easements or rights-of-way across or abutting or affecting the Property, (2) easements or rights-of-way across or abutting or affecting the Property of which the undersigned has been advised, (3) visible encroachments from the Property onto an adjacent property, or onto easements, streets, or alleys, by any of the building structures or other improvements, or (4) visible encroachments on the Property by building structures or other improvements situated on adjoining property; (g) the area designated Lessee's Lease Site as shown on this survey has direct access to the nearest public right-of-way Street Name; (h) the Property is located in Zone " Insert Zone D" -Unrevised outside the limits of the 100 year and 500 year flood plains Or change description to Flooded by the 500 year flood, or Flooded by the 100 Year Flood or in the Floodway, according to Flood Insurance Rate Map Community Flood Number Insert Map Panel, revised , 200_; this statement does not imply that the property and/or structures thereon will be free from flooding or flood damage or rare occasions, floods can and will occur and flood heights may be increased by man-made or natural causes; and (i) this professional service conforms to (1) the scope of work requested by Verizon Wireless and provided by Verizon Wireless to the undersigned and (2) the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition I Survey.

SEAL

Surveyed August 1, 2013
David J. Strauss
Registered Professional Land Surveyor No. 4833

LESSEE		FIELD BOOK	25/215
VERIZON WIRELESS		FIELD WORK	MH
		DATE	8/1/13
		DRAFTING	RW
		DATE	8/26/13
LESSOR		CHECKED	SS
ROBERT & MARTHA YOUNK		DATE	8/29/13
		WORK ORD. NO.	
ADDRESS		TITLE CO.	PINNACLE LAND SERVICES
3311 83RD STREET		R.F. NO.	
LUBBOCK, TX. 79423		SCALE	1"=40'
		GRID TRAV	N/A
		JOB NO.	2013-200

TOWN & COUNTRY SURVEYORS, LLC
3000 19TH STREET, SUITE 101
LUBBOCK, TEXAS 79410
(806)687-1400
FAX (806)687-1454
SHEET 1 OF 1

TOWER TYPE		ELEVATIONS FOR STRUCTURE		AGL	AMSL
MONOPOLE	☐	DESIGN TOWER HEIGHT		N/A	N/A
SELF SUPPORT	☐	ANTENNA TIP		N/A	N/A
LATTICE	☐	SUPPORT STRUCTURE TIP		N/A	N/A
GUYED	☐	ANTENNA RACK		N/A	N/A
MULTI TOWER	☐	GROUND ELEVATION		0'	3237'
ROOF TOP	☐	FOUNDATION ELEVATION		N/A	N/A

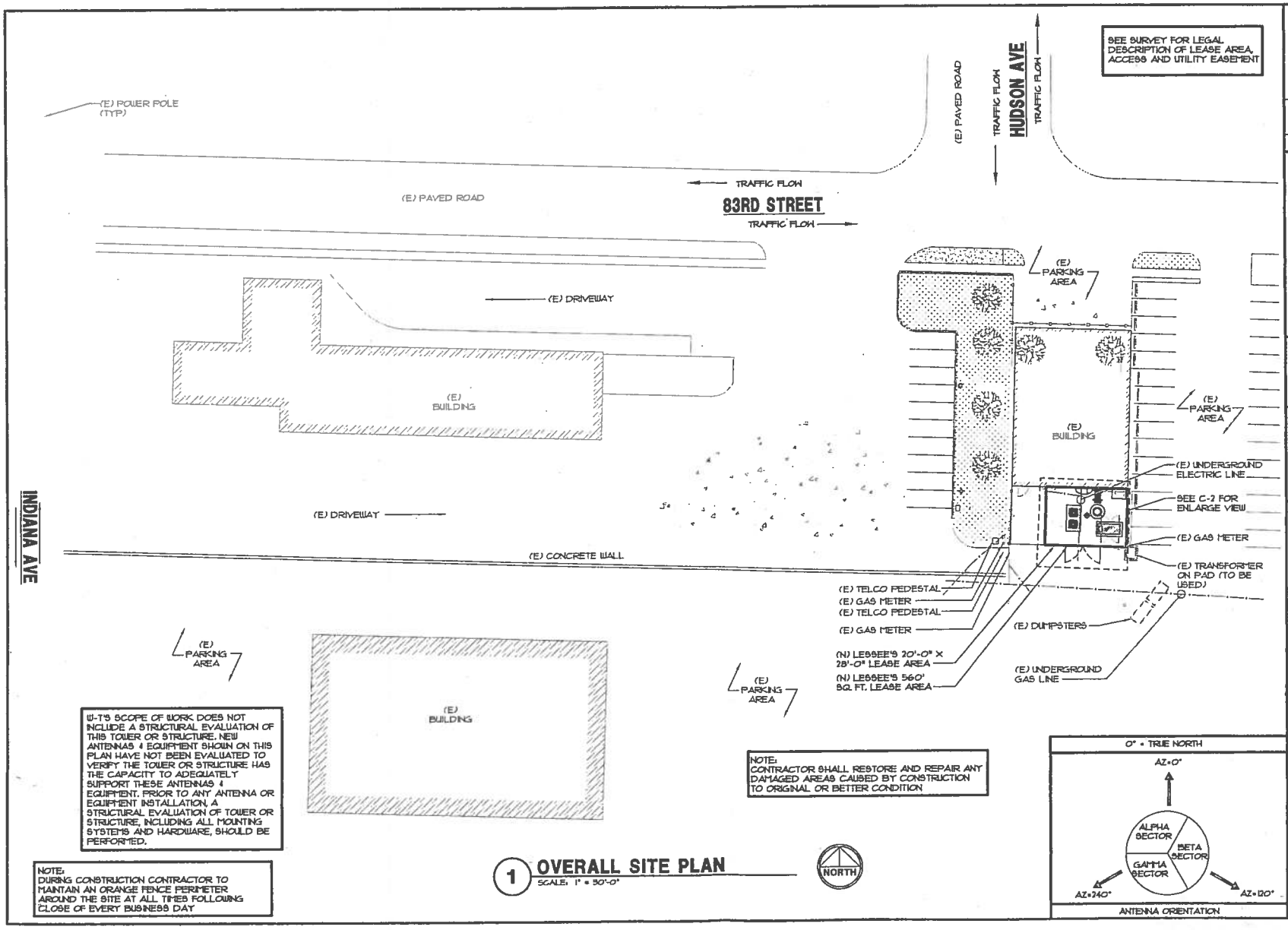
CENTERLINE COORDINATES NAD 83
LATITUDE 33°31'05.27" N
LONGITUDE 101°53'10.85" W

CENTERLINE COORDINATES NAD 27
LATITUDE 33°31'04.98" N
LONGITUDE 101°53'09.27" W

SITE BENCHMARK #1
SET 60D NAIL EL. 3237.43 (DECOD 09)
ELEVATIONS AS MEASURED WITH TRIMBLE R8, UTILIZING CPOS SOLUTIONS.

SITE BENCHMARK #1
SET 60D NAIL EL. 3237.03 (DECOD 09)
ELEVATIONS AS MEASURED WITH TRIMBLE R8, UTILIZING CPOS SOLUTIONS.

P:\13-Jobs\2013-Aug\13-Jobs-0825.200 Drawings\13-0825.200 Survey.dwg, 8/29/2013 4:38:39 PM, AutoCAD 2013 - Win64, jgarcia



1 **OVERALL SITE PLAN**
SCALE: 1" = 30'-0"

NO.	DATE	REVISION
4	5/14/13	ISSUED FOR REVIEW
1	8/15/14	ISSUED FOR FINAL
2	09/25/14	REVISED PER CLIENT

verizonwireless
7 VILLAGE CIRCLE, SUITE #400
WESTLAKE, TEXAS 76262

DATE DRAWN: 11/11/13
DRAWN BY: BA
APPROVED BY: WDS

NEW SITE BUILD
83RD STREET
SITE ID # 269574

3311 83RD STREET
LUBBOCK, TEXAS 79423
LUBBOCK COUNTY

W-T COMMUNICATION DESIGN GROUP, LLC.
WIRELESS INFRASTRUCTURE
751 Hebron Parkway, Ste 200
Lewisville, Texas 75057
PH: (972) 436-9751 FAX: (972) 436-9752
www.wtdesigngroup.com
Texas Firm Registration No.: F-11756 Exp.: 06/2014

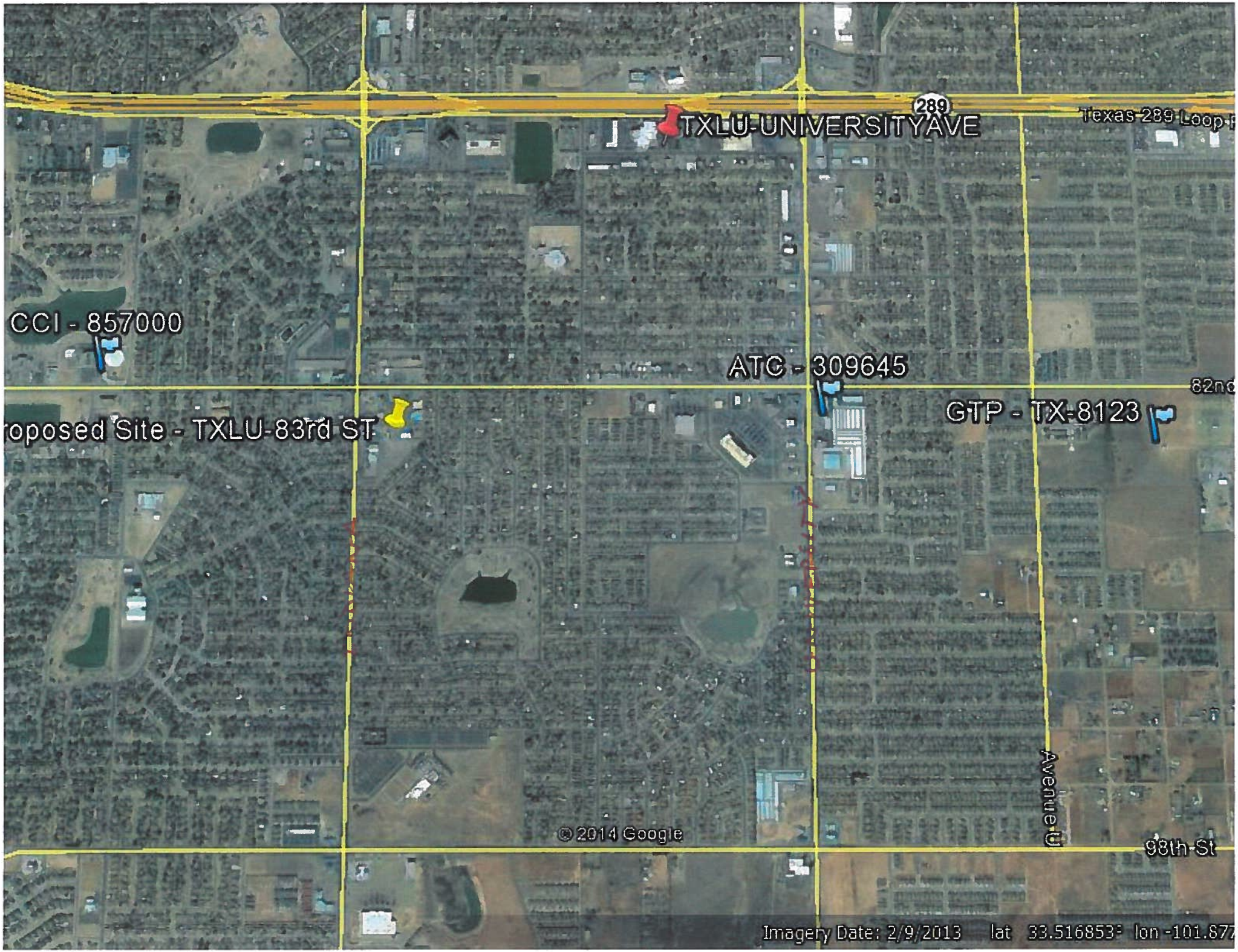
COPYRIGHT © 2014 W-T COMMUNICATION DESIGN GROUP, LLC

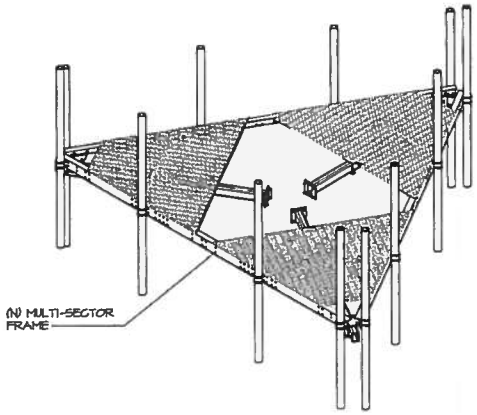
STATE OF TEXAS
TIMOTHY DRUMM
111007
LICENSED
PROFESSIONAL ENGINEER
DATE: 6/10/14
EXPIRES: 03/31/15

PROJECT NO: T132657

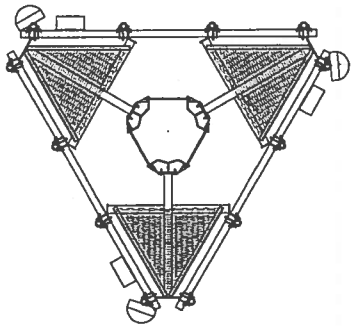
SHEET NAME
OVERALL SITE PLAN

SHEET NUMBER
C-1


289
TXLU-UNIVERSITYAVE
Texas 289 Loop
CCI - 857000
ATC - 309645
82nd
roposed Site - TXLU-83rd ST
GTP - TX-8123
Avenue U
98th St
© 2014 Google
Imagery Date: 2/9/2013 lat 33.516853° lon -101.877



3 ANTENNA ARRAY
SCALE: NONE

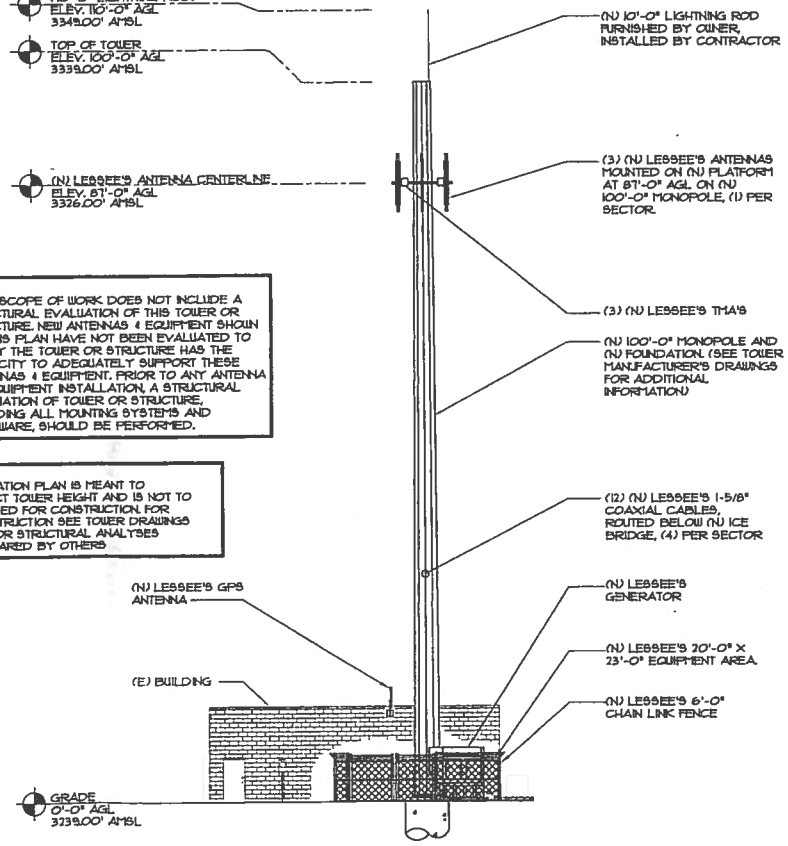


2 NOT USED
SCALE: NONE

CONTRACTOR IS RESPONSIBLE FOR POSTING TEMPORARY FCC NUMBER WHEN TOWER ERECTION BEGINS

TOWER FOUNDATION AND DESIGN SPECIFICATIONS ARE SEPARATE DOCUMENTS OUTSIDE THIS CONSTRUCTION DOCUMENT SET

LATITUDE: 33° 31' 06.701" N
LONGITUDE: 101° 53' 10.96"
ELEVATION: 3239.0' AMSL



NOTE:
W-T'S SCOPE OF WORK DOES NOT INCLUDE A STRUCTURAL EVALUATION OF THIS TOWER OR STRUCTURE. NEW ANTENNAS & EQUIPMENT SHOWN ON THIS PLAN HAVE NOT BEEN EVALUATED TO VERIFY THE TOWER OR STRUCTURE HAS THE CAPACITY TO ADEQUATELY SUPPORT THESE ANTENNAS & EQUIPMENT. PRIOR TO ANY ANTENNA OR EQUIPMENT INSTALLATION, A STRUCTURAL EVALUATION OF TOWER OR STRUCTURE, INCLUDING ALL MOUNTING SYSTEMS AND HARDWARE, SHOULD BE PERFORMED.

NOTE:
ELEVATION PLAN IS MEANT TO DEPICT TOWER HEIGHT AND IS NOT TO BE USED FOR CONSTRUCTION. FOR CONSTRUCTION SEE TOWER DRAWINGS AND/OR STRUCTURAL ANALYSES PREPARED BY OTHERS

1 TOWER ELEVATION
SCALE: 1/16" = 1'-0"

REV.	DATE	REVISION
E	03/31/14	REVISED PER CLIENT
D	01/10/14	ISSUED FOR FINAL
C	12/16/13	ISSUED FOR REVIEW

verizon wireless
7 VILLAGE CIRCLE SUITE #400
WESTLAKE, TEXAS 76262

DATE DRAWN: 11/11/13
DRAWN BY: BA
APPROVED BY: WDS

NEW SITE BUILD
83RD STREET
SITE ID # 269574

3311 83RD STREET
LUBBOCK, TEXAS 79423
LUBBOCK COUNTY

W-T COMMUNICATION DESIGN GROUP, LLC.
WIRELESS INFRASTRUCTURE
751 Horizon Parkway, Ste 200
Lewisville, Texas 75067
PH: (972) 724-8751 FAX: (972) 724-8753
www.wtdesigngroup.com

CONTENTS © 2014 W-T COMMUNICATION DESIGN GROUP, LLC.

STATE OF TEXAS
TIMOTHY DEMM
103677
LICENSED
PROFESSIONAL ENGINEER
DATE: 6/4/14
EXPIRES: 03/31/15

PROJECT NO: T132657

SHEET NAME
TOWER ELEVATION

SHEET NUMBER
C-4

AFFIDAVIT OF BRET ELLIS

Before the undersigned, an officer duly authorized by law to administer oaths, personally appeared Bret Ellis, who, after being first duly sworn as provided by law, deposes and states as follows:

1. My name is Bret Ellis, I am over 21 years of age, and I am under no legal disability and am competent to give this Affidavit.

2. I am a Managing Member of Skyline Mobile LLC and am employed by KGI Wireless with a principal place of business of Building Three, Suite 370, 805 Las Cimas Parkway, Austin, Texas 78746 which is a site acquisition firm that has been engaged by Verizon Wireless to find suitable locations for Verizon Wireless to construct wireless communication facilities that will enable Verizon Wireless to build its telecommunications network. Additionally, I am familiar with the proposed wireless communications facility and accompanying telecommunications tower at 3311 83rd Street, Lubbock, Texas 79423 "proposed WCF".

3. I have been deeply involved with locating prospective real estate for Verizon Wireless's telecommunications network in Lubbock, Texas. Furthermore, I am familiar with Verizon Wireless's coverage needs for the geographic area to be served by the proposed WCF.

4. In accordance with Verizon Wireless's collocation policy I have explored the applicable search area for suitable structures to collocate Verizon Wireless's antennas for the proposed WCF and have determined there were no suitable structures in the search area.

5. Without the proposed WCF and accompanying tower Verizon Wireless will not be able to provide adequate wireless service to the public.

Further, this Affiant saith not.

Bret Ellis

Sworn to and subscribed before me
this 8th day of July, 2014

Notary Public: _____

My commission expires: 10/9/17

ALLEN CORBIN
Notary Public, State of Texas
My Commission Expires
October 09, 2017

(B) Limitations

(i) The regulation of the placement, construction, and modification of personal wireless service facilities by any State or local government or instrumentality thereof–
(I) shall not unreasonably discriminate among providers of functionally equivalent services; and
(II) shall not prohibit or have the effect of prohibiting the provision of personal wireless services.

(ii) A State or local government or instrumentality thereof shall act on any request for authorization to place,construct, or modify personal wireless service facilities within a reasonable period of time after the request is duly filed with such government or instrumentality, taking into account the nature and scope of such request.

(iii) Any decision by a State or local government or instrumentality thereof to deny a request to place, construct, or modify personal wireless service facilities shall be in writing and supported by substantial evidence contained in a written record.

(iv) No State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions.

(v) Any person adversely affected by any final action or failure to act by a State or local government or any instrumentality thereof that is inconsistent with this subparagraph may, within 30 days after such action or failure to act, commence an action in any court of competent jurisdiction. The court shall hear and decide such action on an expedited basis. Any person adversely affected by an act or failure to act by a State or local government or any instrumentality thereof that is inconsistent with clause (iv) may petition the Commission for relief.

47 USC § 332 (c)(7)

WIRELESS COMMUNICATION FACILITY
RF LOCATION STATEMENT

Re: Verizon Wireless – TXLU_83rd Street/Telecommunication facility located at 3311 83rd Street, Lubbock, TX 79423

Verizon Wireless hereby states that a careful review of the geographical area to be served by the proposed new tower was made, which revealed that an antenna height of one hundred (100) feet would be required.

This tower will be located on a commercial parcel, and sits in a specific location designed to enhance and expand both the available coverage and the necessary capacity for the citizens of Lubbock, Texas. This location will allow for a safer, more secure Lubbock, Texas.

Verizon Wireless considered other locations and heights, but no other option was available that would allow Verizon Wireless to utilize a tower less than one hundred (100) feet while serving the intended coverage area and providing sufficient capacity. No other structure has sufficient height to meet these engineering requirements.

This RF Location Statement confirms the importance of this specific location in order to provide service, i.e. coverage and capacity, to the citizens of Lubbock, Texas.

```
**************************************************
                    *            Federal Airways & Airspace
*
                    *         Summary Report: New Construction
*
                    *                Antenna Structure
*

**************************************************

                    Airspace User:  Patricia Jones

                    File: TXLU_83RD_ST

                    Location:  Lubbock, TX
                    Distance:  4 Statute Miles
                    Direction: 9° (true bearing)

                    Latitude:  33°-31'-05.27"
                    Longitude: 101°-53'-10.86"

                    SITE ELEVATION AMSL.....3237 ft.
                    STRUCTURE HEIGHT..... 100 ft.
                    OVERALL HEIGHT AMSL.....3337 ft.

     NOTICE CRITERIA
       FAR 77.9(a): NNR (DNE 200 ft AGL)
       FAR 77.9(b): NNR (DNE Notice Slope)
       FAR 77.9(c): NNR (Not a Traverse Way)
       FAR 77.9:    NNR FAR 77.9 IFR Straight-In Notice Criteria for
F82
       FAR 77.9:    NNR FAR 77.9 IFR Straight-In Notice Criteria for
LBB
       FAR 77.9(d): NNR (Off Airport Construction)

       NR  = Notice Required
       NNR = Notice Not Required
       PNR = Possible Notice Required (depends upon actual IFR
procedure)
             For new construction review Air Navigation Facilities at
bottom
             of this report.

       Notice to the FAA is not required at the analyzed location and
height for
       slope, height or Straight-In procedures. Please review the 'Air
Navigation'
       section for notice requirements for offset IFR procedures and
EMI.
```

OBSTRUCTION STANDARDS
FAR 77.17(a)(1): DNE 499 ft AGL
FAR 77.17(a)(2): DNE - Airport Surface
FAR 77.19(a): DNE - Horizontal Surface
FAR 77.19(b): DNE - Conical Surface
FAR 77.19(c): DNE - Primary Surface
FAR 77.19(d): DNE - Approach Surface
FAR 77.19(e): DNE - Transitional Surface

VFR TRAFFIC PATTERN AIRSPACE FOR: F82: LUBBOCK EXECUTIVE AIRPARK
Type: A RD: 24570.97 RE: 3200
FAR 77.17(a)(1): DNE
FAR 77.17(a)(2): DNE - Height No Greater Than 200 feet AGL.
VFR Horizontal Surface: DNE
VFR Conical Surface: DNE
VFR Approach Slope: DNE
VFR Transitional Slope: DNE

VFR TRAFFIC PATTERN AIRSPACE FOR: LBB: LUBBOCK PRESTON SMITH INTL
Type: A RD: 51345.18 RE: 3242.5
FAR 77.17(a)(1): DNE
FAR 77.17(a)(2): DNE - Greater Than 5.99 NM.
VFR Horizontal Surface: DNE
VFR Conical Surface: DNE
VFR Approach Slope: DNE
VFR Transitional Slope: DNE

TERPS DEPARTURE PROCEDURE (FAA Order 8260.3, Volume 4)
FAR 77.17(a)(3) Departure Surface Criteria (40:1)
DNE Departure Surface

MINIMUM OBSTACLE CLEARANCE ALTITUDE (MOCA)
FAR 77.17(a)(4) MOCA Altitude Enroute Criteria
The Maximum Height Permitted is 4200 ft AMSL

PRIVATE LANDING FACILITIES

FACIL IDENT	TYP	NAME	BEARING To FACIL	RANGE IN NM	DELTA ARP ELEVATION	FAA IFR
74TS	HEL	ST MARY OF THE PLAINS HOSPIT	347.73	3.42	+57	
TS66	HEL	LUBBBOCK METHODIST HOSPITAL	354.25	3.91	+112	

No Impact to Private Landing Facility
Structure is beyond notice limit by 15780 feet.

No Impact to Private Landing Facility
Structure is beyond notice limit by 18758 feet.

6TX0 HEL DEPARTMENT OF PUBLIC SAFETY 23.7 4.81
+126
No Impact to Private Landing Facility
Structure is beyond notice limit by 24226 feet.

0XA6 HEL JAXON LANDING 212.86 4.86
+67
No Impact to Private Landing Facility
Structure is beyond notice limit by 24530 feet.

XA25 HEL LUBBOCK HEART HOSPITAL 344.33 5.32
+94
No Impact to Private Landing Facility
Structure is beyond notice limit by 27325 feet.

XA06 HEL MDR 1 242.41 5.73
+37
No Impact to Private Landing Facility
Structure is beyond notice limit by 29816 feet.

47XS AIR BARTOS FARM 118.34 5.76
+184
No Impact to VFR Transitional Surface.
Below surface height of 476 ft above ARP.

AIR NAVIGATION ELECTRONIC FACILITIES

FAC IDNT	TYPE	ST AT	FREQ	VECTOR	DIST (ft)	DELTA ELEVA	ST	LOCATION	GRND ANGLE	APCH BEAR
LBB	RADAR WXL	Y		23.93	54154	-41	TX	LUBBOCK		-.04
LBB	RADAR	ON	2725.	10.42	55553	+67	TX	LUBBOCK INTL		.07

No Impact. This structure does not require Notice based upon EMI.
The studied location is within 20 NM of a Radar facility.
The calculated Radar Line-Of-Sight (LOS) distance is: 141 NM.
This location and height is within the Radar Line-Of-Sight.

LBB	VORTAC	I	109.2	352.95	68497	+27	TX	LUBBOCK		.02
LDT	LOM	I		43.35	72377	+139	TX	RWY 26		
LUBBOCK PR		.11								
LBB	LOM	I		12.26	81765	+35	TX	RWY 17R		
LUBBOCK P		.02								
PVW	VOR/DME	I	112.9	8.02	208760	-63	TX	PLAINVIEW		-.02

FCC AM PROOF-OF-PERFORMANCE
NOT REQUIRED: Structure is not near a FCC licensed AM radio station Proof-of-Performance is not required. Please review AM Station Report for details.

Nearest AM Station: KKAM @ 4811 meters.

Airspace® Summary Version 14.3.352

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05-01-2014
12:48:11

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.: 1811-F**

In Favor of ✓

Opposed ___

Reasons and/or Comments:

RECEIVED
JUN 30 REC'D
PLANNING DEPARTMENT

Print Name Robert L. York / Martha York
Signature: Robert York / Martha York
Address: 8401 Wayne Ave, Lubbock, TX. 79424
Address of Property Owned: 3311-83rd. St.

Zone Case Number: 1811-F 25922
YORK ROBERT L & MARTHA
8401 WAYNE AVE

LUBBOCK TX 79424-4028

Regular City Council Meeting **5. 18.**

Meeting Date: 09/11/2014

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2014-O0114, for Zone Case 2298-A, a request of Joe Ramirez for a zoning change from R-3 to R-2 on Lots 1 through 4, Johnson Addition, 2102, 2104, 2108, and 2110 Avenue K.

Item Summary

On August 28, 2014, the City Council approved the first reading of the ordinance.

General comments:
The request is for a zoning change from R-3 to R-2 to build single family homes or duplexes at 2102-2110 Avenue K.

Adjacent land uses:
North: R-3 (single family homes and vacant lots)
South: R-3 (single family homes and vacant lots)
East: R-3 (single family homes and vacant lots)
West: R-3 (single family homes and vacant lots)

Comprehensive Land Use Plan (CLUP):
The CLUP has this area outlined as residential low density. The proposed zone change brings the property in line with the intent of the Comprehensive Plan as currently the R-3 zoning would be considered residential high density.

Zoning Policy:
The R-3 zoning district is an old zoning district intended for multifamily uses. Today's zoning code utilizes the standards of the A-2 (high density apartment) zoning district for any areas still zoned R-3. The A-2 zoning district is typically used as a buffer to a residential district; in this case however, the area developed as single family or duplex homes and apartments would not be a compatible use.

Effect on the adjacent street and thoroughfare system:
Avenue K is a one way street, however this proposed zone change should not effect the adjacent street as the intent is to build single family or duplex homes. The current zoning would allow for apartments, a use that would have a greater impact on traffic in the vicinity.

Recommendations:
On August 7, 2014 the 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 2298-A

Zone Case 2298-A

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 2298-A;** A ZONING CHANGE FROM **R-3** TO **R-2** ZONING DISTRICT ON **LOTS 1 THROUGH 4, JOHNSON 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. 2298-A

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-3** to **R-2** zoning district on **Lots 1 through 4, Johnson Addition**, City of Lubbock, Lubbock County, Texas, located at **2102, 2104, 2108 and 2110 Avenue K.**

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

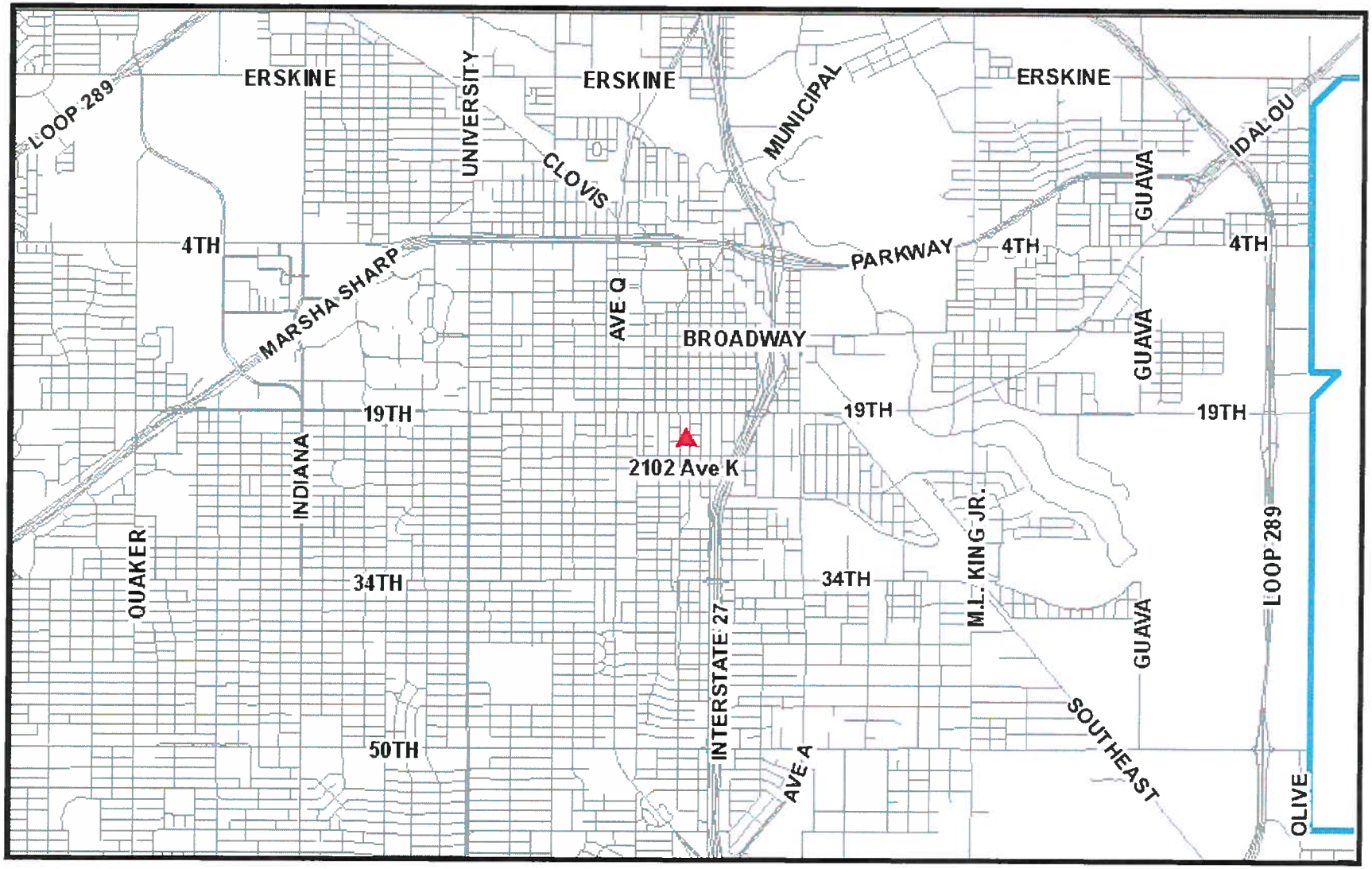
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

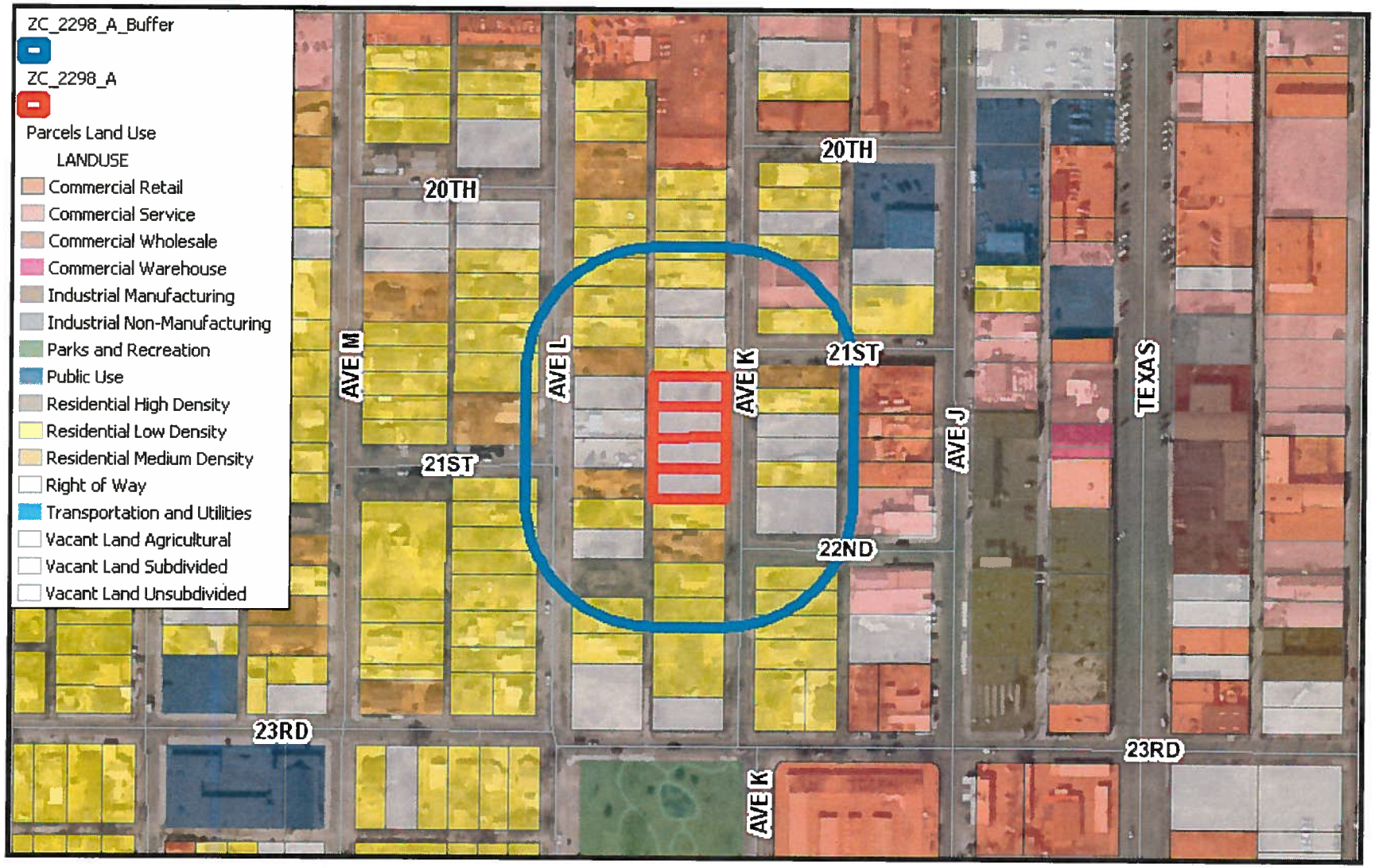
APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

vw/cityatt/Chad/ZoneCase/ZC2298-A
August 11, 2014

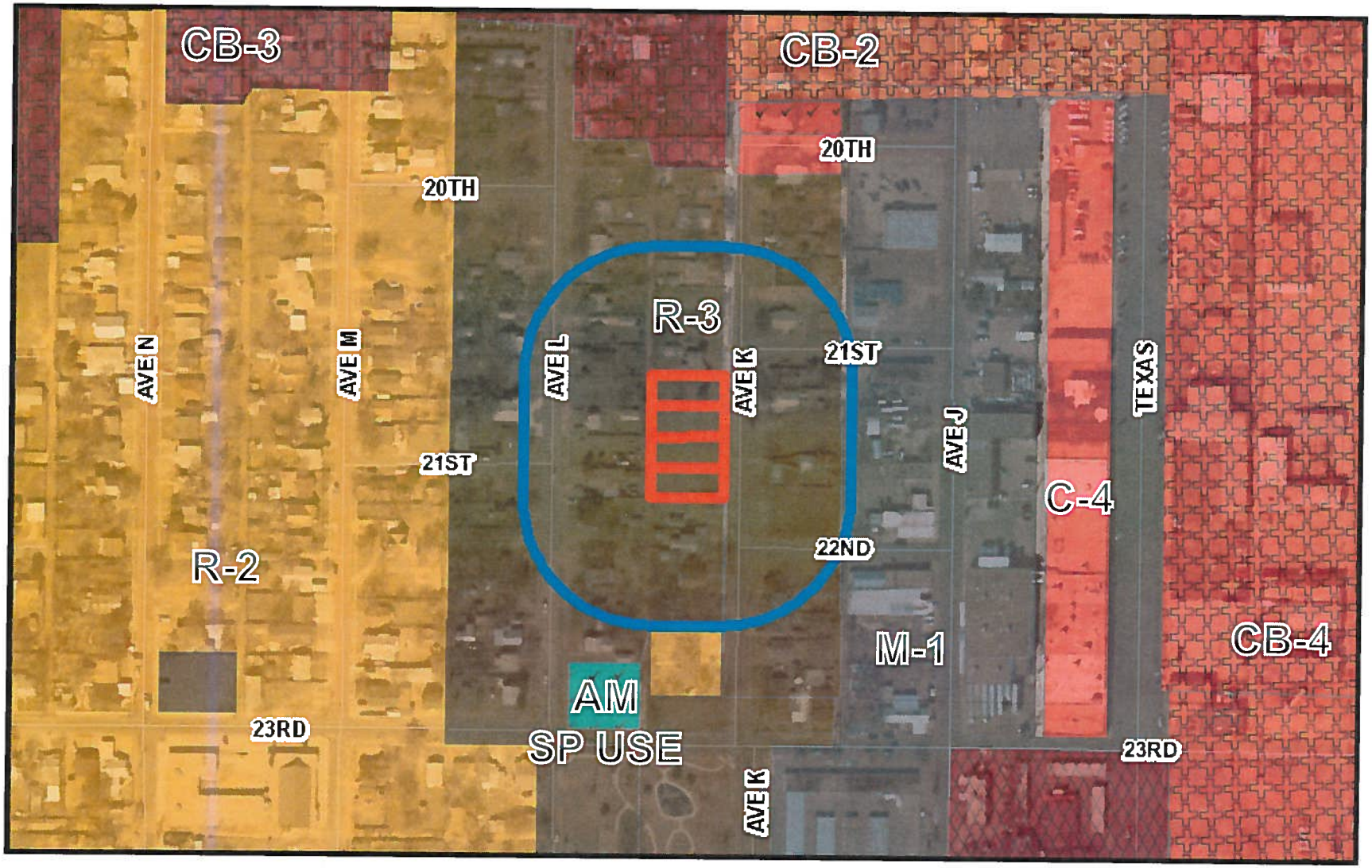


P.Z.C. Case 2298-A



P.Z.C. Case 2298-A

Request of Joe Ramirez for a zoning change from R-3 to R-2 on Lots 1 through 4, Johnson Addition (2102, 2104, 2108, and 2110 Avenue K).



P.Z.C. Case 2298-A Zoning

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) JOE RAMIREZ

P.O. BOX 2232
Street/Post Office Box

LUBBOCK TX 79408
City State Zip

(806) 928-7626
Telephone

For SAME

Street/Post Office Box

City State Zip

( )
Telephone

Location or Address: 2108 AVE K 2102 AVE K 2104 AVE K 2110 AVE K

Legal Description:* JOHNSON BLK 1 L3 JOHNSON BLK 1 L2 JOHNSON BLK 1 L1 JOHNSON BLK 1 L4

Existing Land Use: ~~SINGLE FAMILY HOME~~ VACANT LOT **Existing Zoning:** R-3

Acreage or Square Footage of Property:

Zoning Requested: R-2

Proposed Development: SINGLE ~~HO~~ FAMILY HOME

If property is not subdivided, will preliminary plat be submitted? Yes ✓ No

Applicant's Signature

6/10/14
Date

***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.**

Filing Fee: 475.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

CK # 1032

For City Use Only

PIN: 26441, 26442, 26443, 26444 map 4

Zone Case No.: 2298-A **Agenda No.:** 5

Request for zoning change from: R-3 **To:** R-2

on Lot(s): 1-4 **Block(s):** 1

Subdivision: Johnson **Address:** 2102, 2104, 2108, 2110 Ave K

SR

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.: 2298-A**

In Favor of ___

Opposed ✓

Reasons and/or Comments:

RECEIVED
JUN 30 REC'D
PLANNING DEPARTMENT

Print Name Julian Hernandez

Signature: Julian Hernandez

Address: 1617 19th Lubbock Tx 79401

Address of Property Owned: 2107 Ave L / 1617 19th

Zone Case Number: 2298-A 25967
HERNANDEZ, JULIAN
1617 19TH ST

LUBBOCK TX 79401

Regular City Council Meeting **5. 19.**

Meeting Date: 09/11/2014

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2014-O0115, for Zone Case 2712-A, a request of Stone Collision Center, for Jimmy Stone, to amend the conditions of Ordinance 9651 to allow a body shop and all unconditionally permitted C-3 uses on the west 50 feet of Tract A and Tract B, South University Addition, 6701 University Avenue.

Item Summary

On August 28, 2014, the City Council approved the first reading of the ordinance.

General comments:
The parcel is currently zoned C-4 limited to truck and trailer uses, the amendment would be to alter the one C-4 use to body shop from the former UHaul dealer in Zone Case 2712. The site of a former service station, an out parcel for the "old" Kmart shopping location now occupied entirely by the Trinity Church as an adjunct campus.

Adjacent land uses:
N – commercial, a small retail center and the current K Mart
S – zoned commercial, used for church purposes
E – commercial, the church tract
W – residential west of University Avenue

Comprehensive Land Use Plan (CLUP):
As commercial, there is little CLUP discussion with a single C-4 use and all C-3 permitted uses occupying the parcel currently.

Zoning Policy:
Zoning policy would suggest a discussion of compatibility of the proposed use with the adjacent uses. If a body shop would be a "heavier" use than the former truck and trailer rental would be the basis for the discussion? With proposed conditions below, the use of the former service station should be no more intrusive than either the service station or the UHaul dealer.

Effect on the adjacent street and thoroughfare system:
None.

Recommendations:
On August 7, 2014 the Planning &Zoning (P&Z) Commission recommended the request with a unanimous vote, with the following conditions:
1. The parcel and building be used for a body shop and all permitted C-3 uses.
2. All vehicles on the lot shall have an active work order; any vehicles not claimed shall be removed to storage in an appropriate location pending seizure or claim.
3. That there shall be no storage of auto body parts outside the structure. Should the owner care to store inoperable vehicles on the lot for repair, a fenced compound shall be constructed on the east side of the structure. Operable,

damaged vehicles with an active work order may be parked on the lot.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 2712-A
Zone Case 2712-A

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NUMBER 9651 TO AMEND A CONDITION TO ALLOW A BODY SHOP AND ALL UNCONDITIONALLY PERMITTED C-3 USES ON THE WEST 50 FEET OF TRACT A AND TRACT B, SOUTH UNIVERSITY 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:

SECTION 1. THAT Ordinance No. 9651 Section 1(a) is hereby amended to read as follows:

a. THAT the parcel and building be used for a body shop and all unconditionally permitted C-3 uses.

b. THAT all vehicles on the lot shall have an active work order; any vehicles not claimed shall be removed to storage in an appropriate location pending seizure or claim.

c. THAT there shall be no storage of auto body parts outside the structure. Should the owner care to store inoperable vehicles on the lot for repair, a fenced compound shall be constructed on the east side of the structure. Operable, damaged vehicles with an active work order may be parked on the lot.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

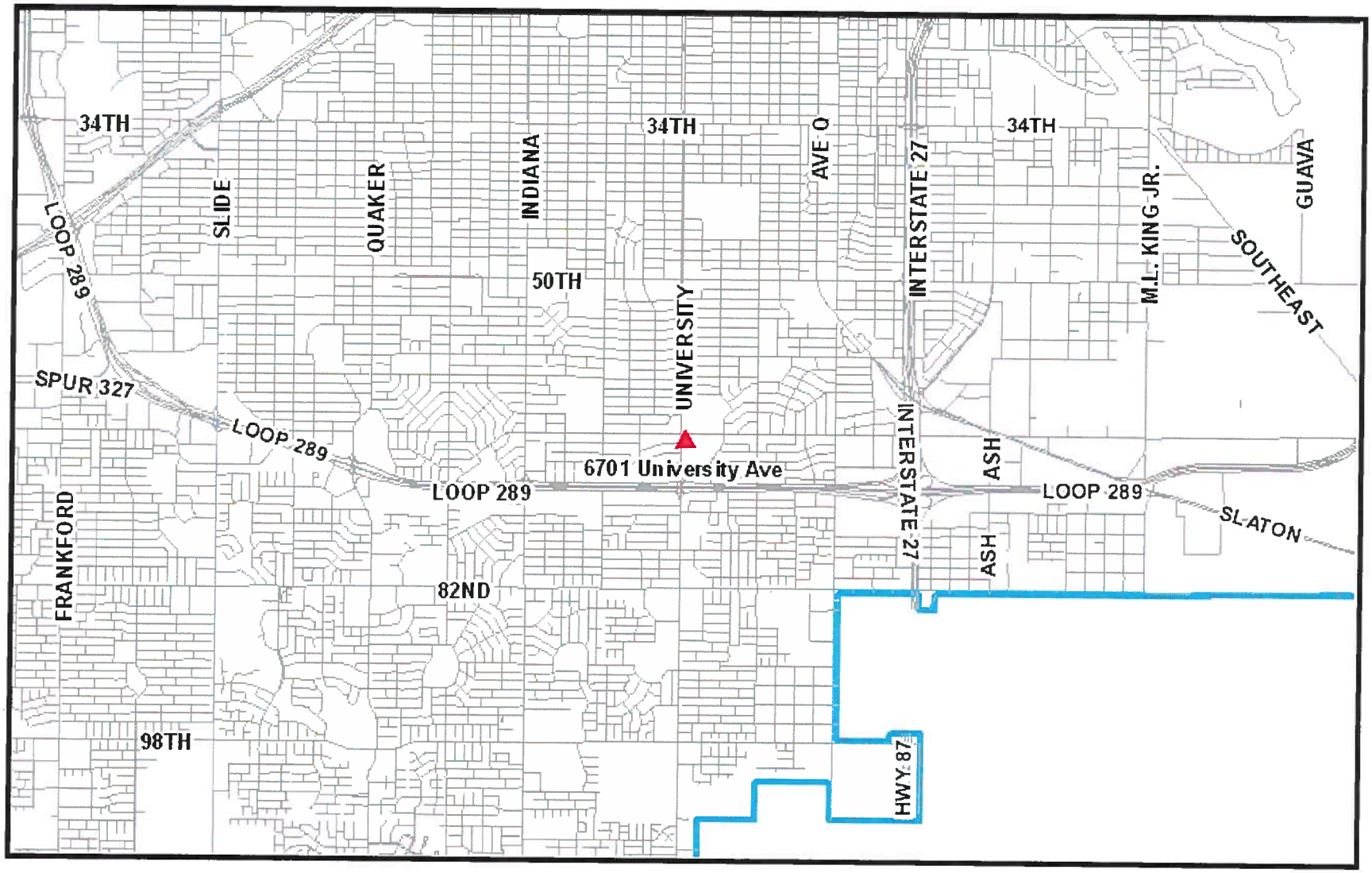
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

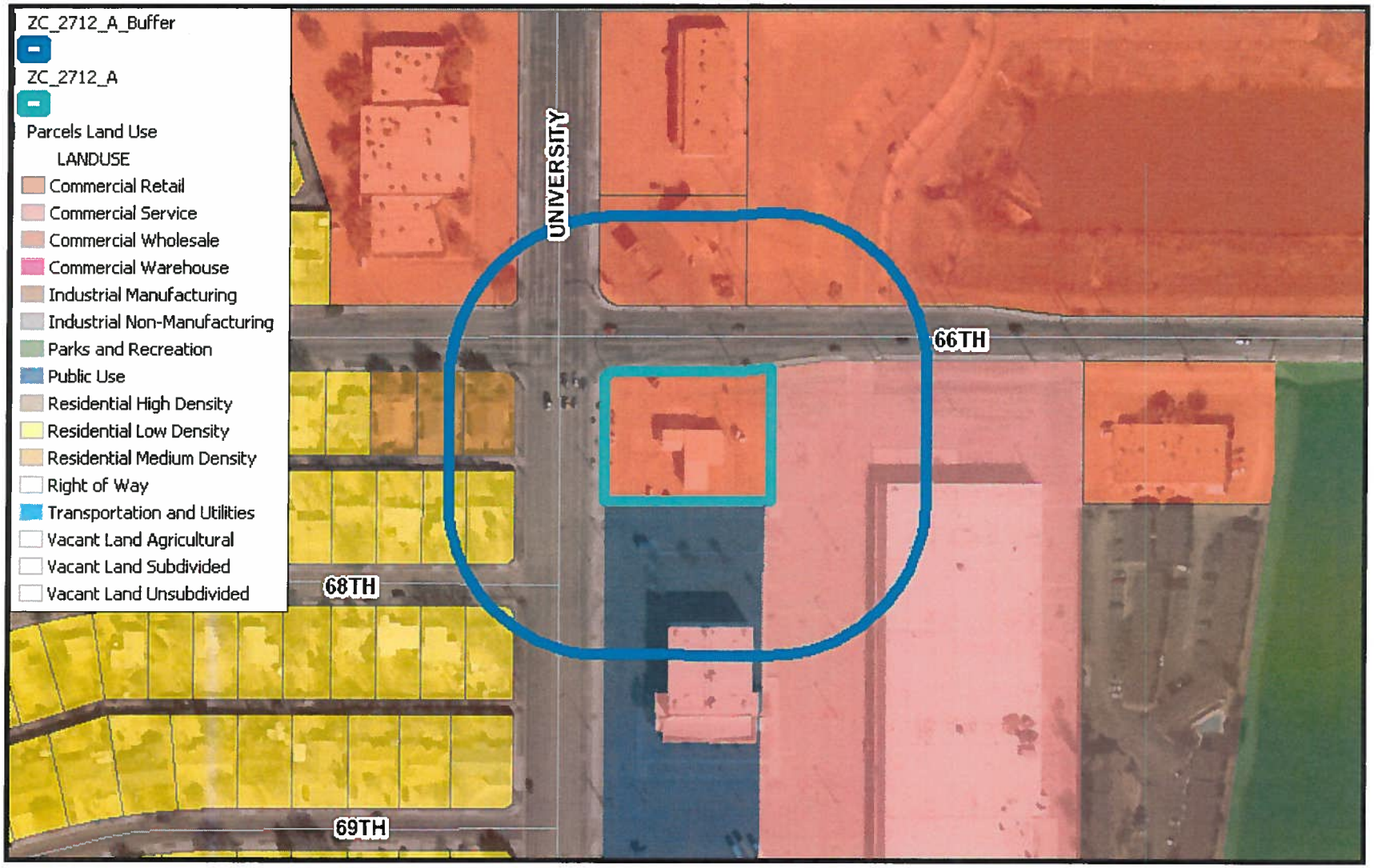
APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

vw:ccdocs/Amend ZC2712-A
August 11, 2014

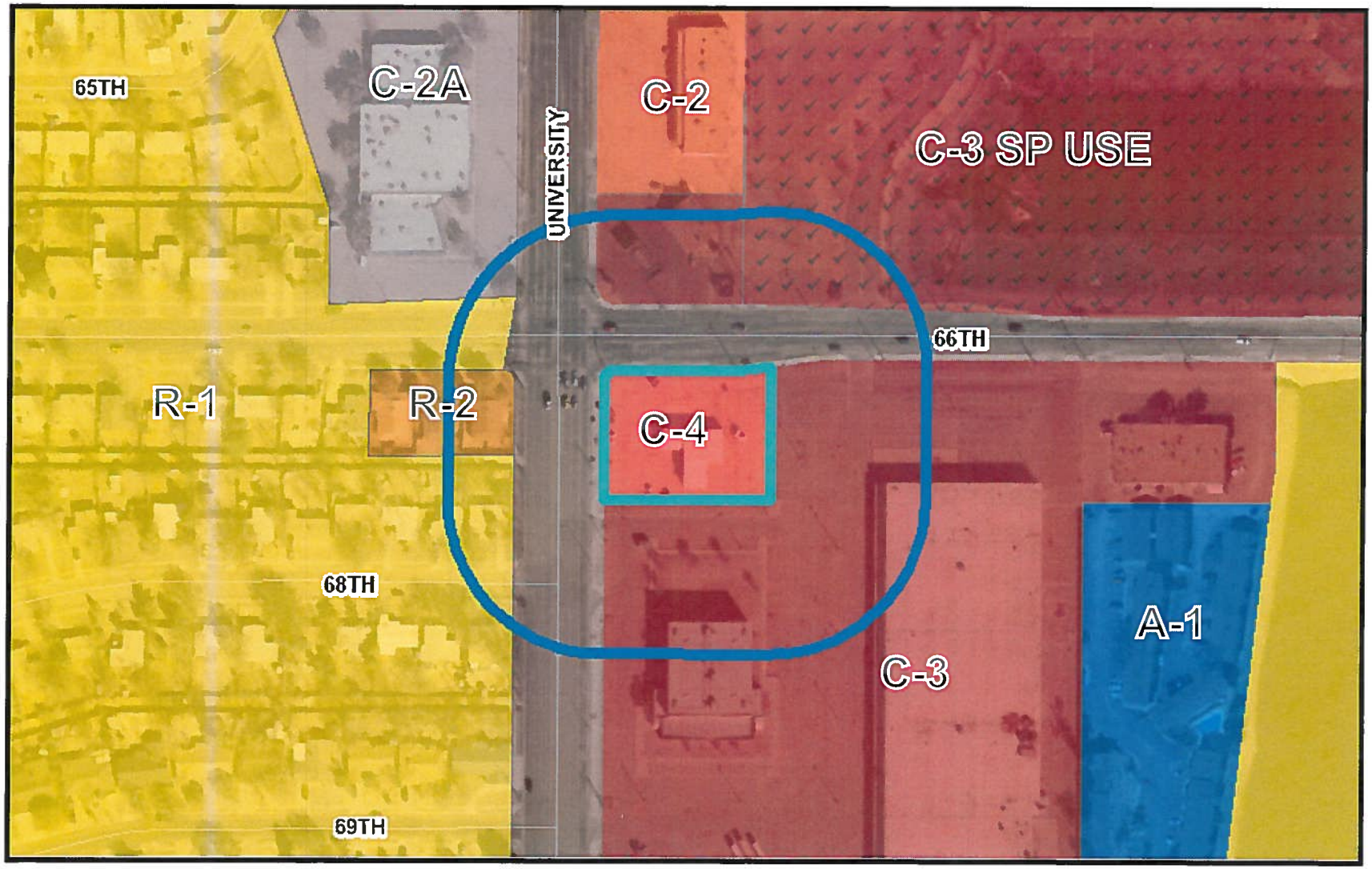


P.Z.C. Case 2712-A



P.Z.C. Case 2712-A

Request of Stone Collision Center (for Jimmy Stone) to amend the conditions of Ordinance 9651 to allow a body shop and all unconditionally permitted C-3 uses, 6701 University Avenue



P.Z.C. Case 2712-A Zoning

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Stone Collision Center **For** Jimmy Stone

6665 Maine (home) — Street/Post Office Box
Anton — City — Tx — State — 79313 — Zip
(806) 470 - 5212 — Telephone

6665 Maine — Street/Post Office Box
Anton — City — Tx — State — 79313 — Zip
(806) 470 - 5212 — Telephone

Location or Address: 6701 University Ave

Legal Description:*

Existing Land Use: Automotive **Existing Zoning:** C-4 limited

Acreage or Square Footage of Property:

Zoning Requested: C-4 limited to a body shop & all C-3 use

Proposed Development: body shop

If property is not subdivided, will preliminary plat be submitted? **Yes** _____ **No** _____

Applicant's Signature **Date**

Filing Fee: $475.00 rc# 78400 pd ck #5594
($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: 56734 map 19

Zone Case No.: 2712-A **Agenda No.:** 7

Request for zoning change from: GP **To:** Amend conditions

on Lot(s): Tr B and W 50' Tr A **Block(s):** —

Subdivision: South University **Address:** 6701 University Ave

&

Regular City Council Meeting **5. 20.**

Meeting Date: 09/11/2014

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2014-O0120, for Zone Case 3039-A, a request of Scott Collier, for YWCA, for a zoning change from R-1 to A-2 Specific Use on Lot 1, Swim Club Addition, 6204 Elgin Avenue.

Item Summary

On August 28, 2014, the City Council approved the first reading of the ordinance.

General comments:
The request is for a zone change from R-1 to A-2 Specific Use for the YWCA. A previous zone change for A-2 Specific Use was approved in June of 2005, however, as there was no development within the thirty months following the effective date of the ordinance, the site reverted back to R-1 Specific Use. The proponents are now wishing to expand the development on the site and therefore require the new zone change.

Adjacent land uses:
N: R-1 (park)
S: A-1 (apartments)
E: R-1 (single family dwellings)
W: A-1 (apartments)

Comprehensive Land Use Plan (CLUP):
The CLUP has this area outlined for medium-high density residential. The desired zoning of A-2 (high density apartments) is in line with the Comprehensive Plan.

Zoning Policy:
The purpose of the specific use zoning district is to provide for design and land use flexibility in the various districts. The proposed site plan accompanying the case is compliant with the intent of the zoning ordinance and the use is compatible with the adjacent properties.

Effect on the adjacent street and thoroughfare system:
There should be no effect on the adjacent streets and thoroughfare system as the YMCA has been operating at this location for the past thirty years without any record of complaints. Additionally, they are leasing land to the north to provide additional parking.

Recommendations:
On August 7, 2014 the Planning &Zoning (P&Z) Commission recommended the request with a unanimous vote with the following condition:
1. The YWCA will be allowed to use the adjacent parking lot.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3039-A

Zone Case 3039-A

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3039-A;** A ZONING CHANGE FROM **R-1** TO **A-2 SPECIFIC USE** FOR **A SEMI-PUBLIC COMMUNITY CENTER**, ON **LOT 1, SWIM CLUB ADDITION,** LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3039-A

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** to **A-2** Specific Use for **a semi-public community center** on **Lot 1, Swim Club Addition,** City of Lubbock, Lubbock County, Texas, located at **6204 Elgin Avenue,** subject to conditions, and being further described as follows:

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the YWCA will be allowed to use the adjacent parking lot to the north to meet parking requirements.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **R-1** 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 **6204 Elgin Avenue**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



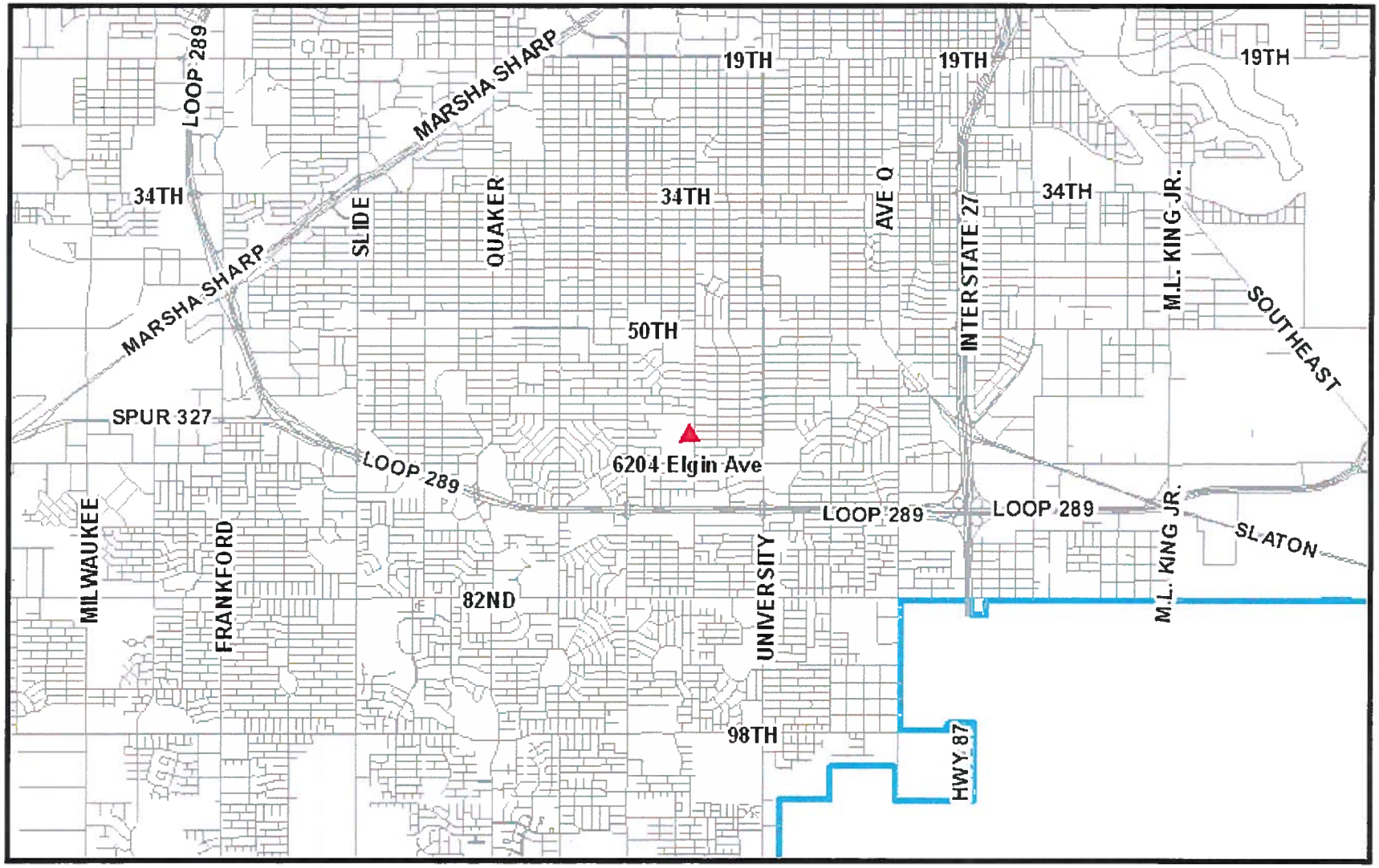
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

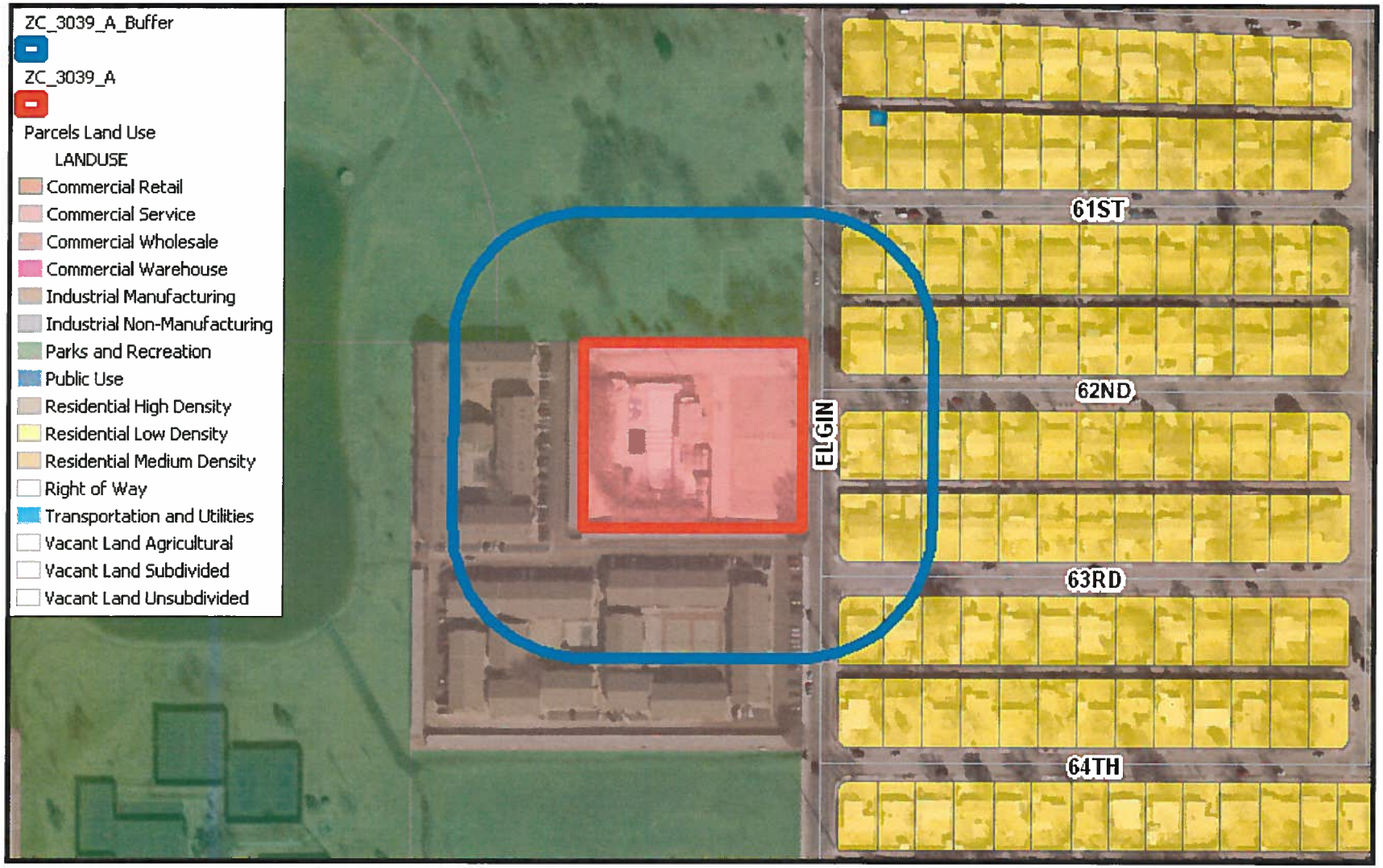


Chad Weaver, City Attorney

vw/CityAtt/Chad/Zones/ZC3039-A
August 11, 2014

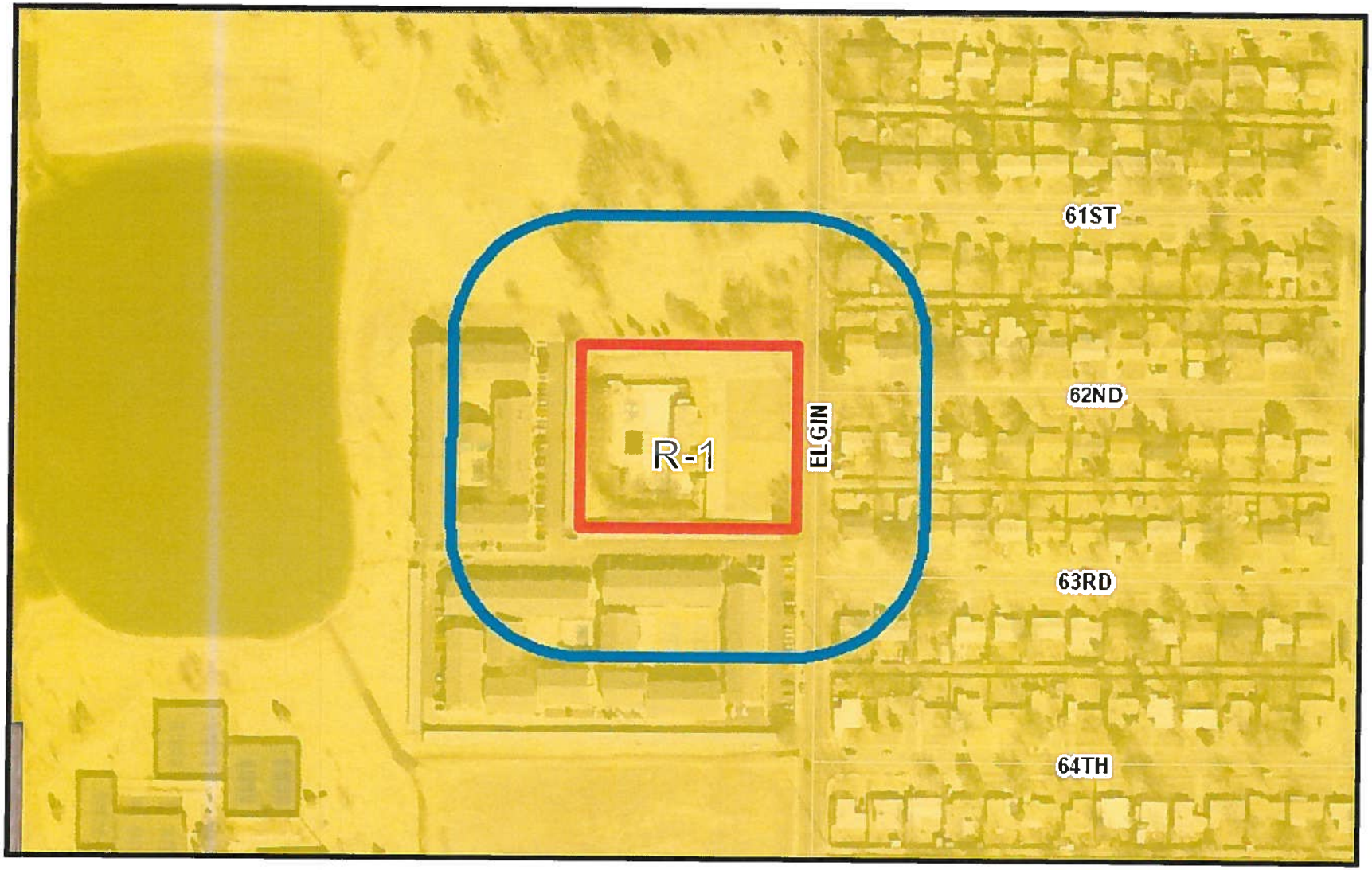


P.Z.C. Case 3039-A



P.Z.C. Case 3039-A

Request of Scott Collier (for YWCA) for a zoning change from R-1 to A-2 Specific Use, 6204 Elgin Avenue



P.Z.C. Case 3039-A Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Scott Collier

2202 Avenue E
Street/Post Office Box

Lubbock, Texas 79404
City State Zip

(806)741-1982
Telephone

For YWCA

3101 35th Street
Street/Post Office Box

Lubbock, Texas 79413
City State Zip

(806)792-2723
Telephone

Location or Address: 6204 Elgin Avenue

Legal Description:* Swim Club Lot 1

Existing Land Use: Swim Club **Existing Zoning:** R-1

Acreage or Square Footage of Property: 106,200 sq. ft.

Zoning Requested: Change from R-1 to A-2 specific use

Proposed Development: New activity center that includes: new dressing rooms, offices and gym, commercial kitchen

If property is not subdivided, will preliminary plat be submitted? Yes _____ No X

Scott Collier
Applicant's Signature

7-11-14
Date

Filing Fee: $165.00
($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: 59948 Map 6

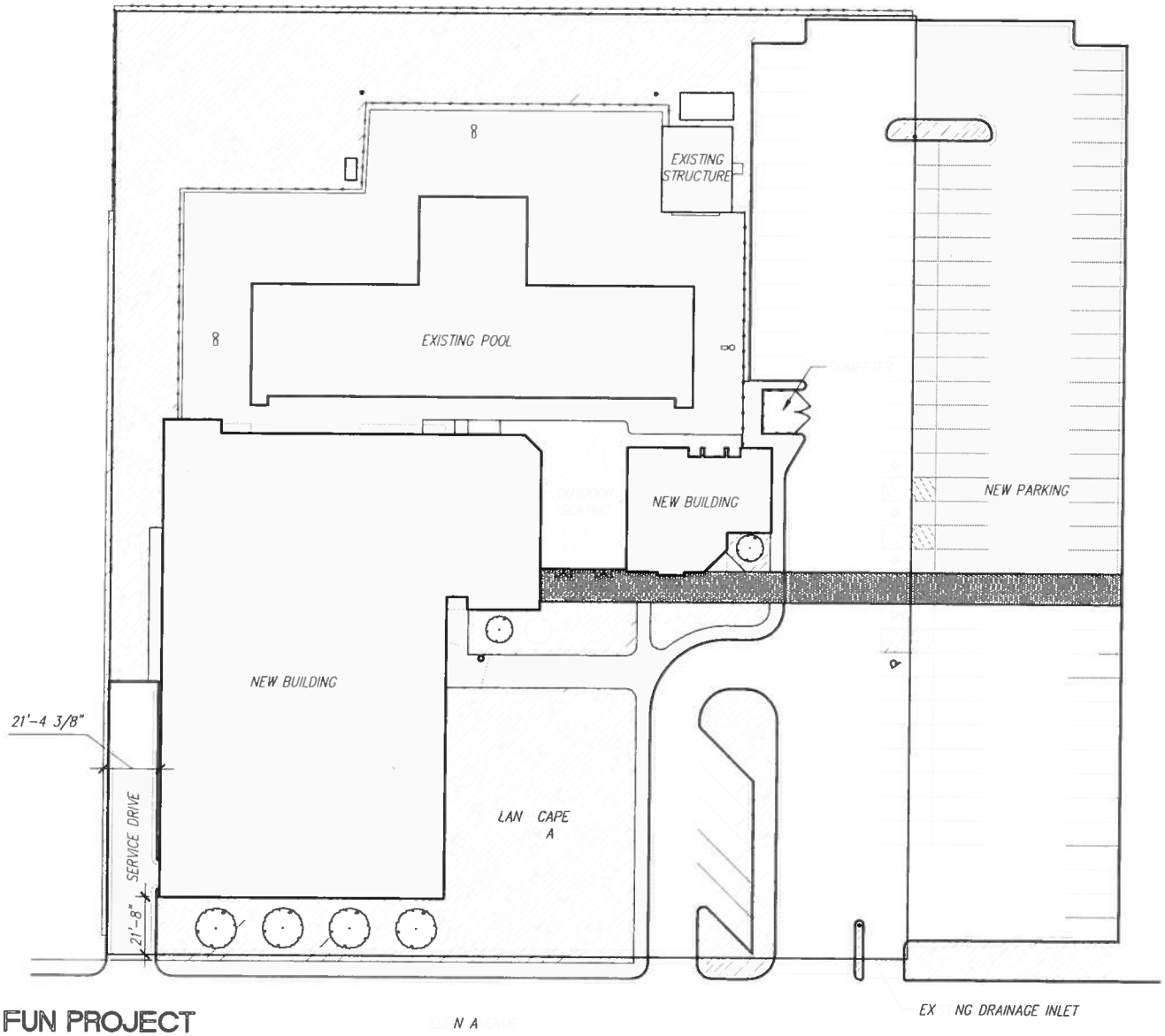
Zone Case No.: 3039-A **Agenda No.:** 8

Request for zoning change from: R-1 **To:** A-2 SP USE

on Lot(s): 1 **Block(s):** —

Subdivision: Swim Club **Address:** 6204 Elgin Ave

SP



NOTE:

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF: KEN L. CONDRAY, #12828, ON 07/10/2014. NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION.

YWCA SUN N FUN PROJECT
SITE PLAN

SCALE: 1" = 40'-0"

N O R T H

DATE: 07/10/2014

CONDRAY DESIGN GROUP, INC.

Regular City Council Meeting **5. 21.**

Meeting Date: 09/11/2014

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2014-O0116, for Zone Case 1786-C, a request of Scott Collier, for JMO Development, LP, for a zoning change from C-2 to C-4 limited to a pawn shop on the north 150 feet of Lot A-1-B-4-B, University Pines Addition, north of 98th Street and west of University Avenue.

Item Summary

On August 28, 2014, the City Council approved the first reading of the ordinance.

General comments:
The parcel is an area that formerly was the site of the construction plant for the modular homes located in University Pines. Subsequent zone case have split up the large parcel with zone cases for apartments, a mini-storage facility and the C-2 on the corner which contains the parcel in question.

Adjacent land uses:
N – commercial
S – commercial zoned, vacant
E – duplex residential
W – mini-storage facility

Comprehensive Land Use Plan (CLUP):
The CLUP suggests that C-4 be limited to regional or U.S. highways. University does not have Farm to Market status south of Loop 289, although it does north of North Loop 289. It is a major connector to areas south of Lubbock.

Zoning Policy:
The request is for the parcel to be used as C-4 for only one use, and will remain zoned for C-2 uses otherwise. Pawn was originally placed in C-4 during the days of the former Avenue A and Avenue H days when the overall use was considered a heavy, less desirable use. The pawn industry has improved on its own as the demands for "cleaner" and more desirable locations by customers has evolved, much like many of the automotive uses. With the conditions noted below and the current C-4 behind the building, the proposal should not create a compatibility issue which is the main focus for consideration.

Effect on the adjacent street and thoroughfare system:
None.

Recommendations:
On August 7, 2014, the Planning &Zoning (P&Z) Commission recommended the request with a unanimous vote, with the following conditions:
1. The zoning shall be limited to a pawn shop and all permitted C-2 uses.
2. No outside display will be permitted at the store.
3. Allowed outside storage behind a chain link screening fence with privacy slats behind the building.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 1786-C

Zone Case 1786-C

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 1786-C;** A ZONING CHANGE FROM **C-2** TO **C-4** ZONING DISTRICT LIMITED TO **A PAWN SHOP** ON **THE NORTH 150 FEET OF LOT A-1-B-4-B, UNIVERSITY PINES ADDITION,** LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 1786-C

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-2** to **C-4** zoning district **limited to a pawn shop on the north 150 feet of Lot A-1-B-4-B, University Pines Addition,** City of Lubbock, Lubbock County, Texas, located at **north of 98th Street and west of University Avenue,** subject to conditions, and being further described as follows:

SUBJECT TO CONDITIONS:

1. **THAT the zoning shall be limited to a pawn shop and all unconditionally permitted C-2 uses.**
2. **THAT no outside display will be permitted at the store.**
3. **THAT storage behind a chain link screening fence with privacy slats behind the building shall be allowed.**

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

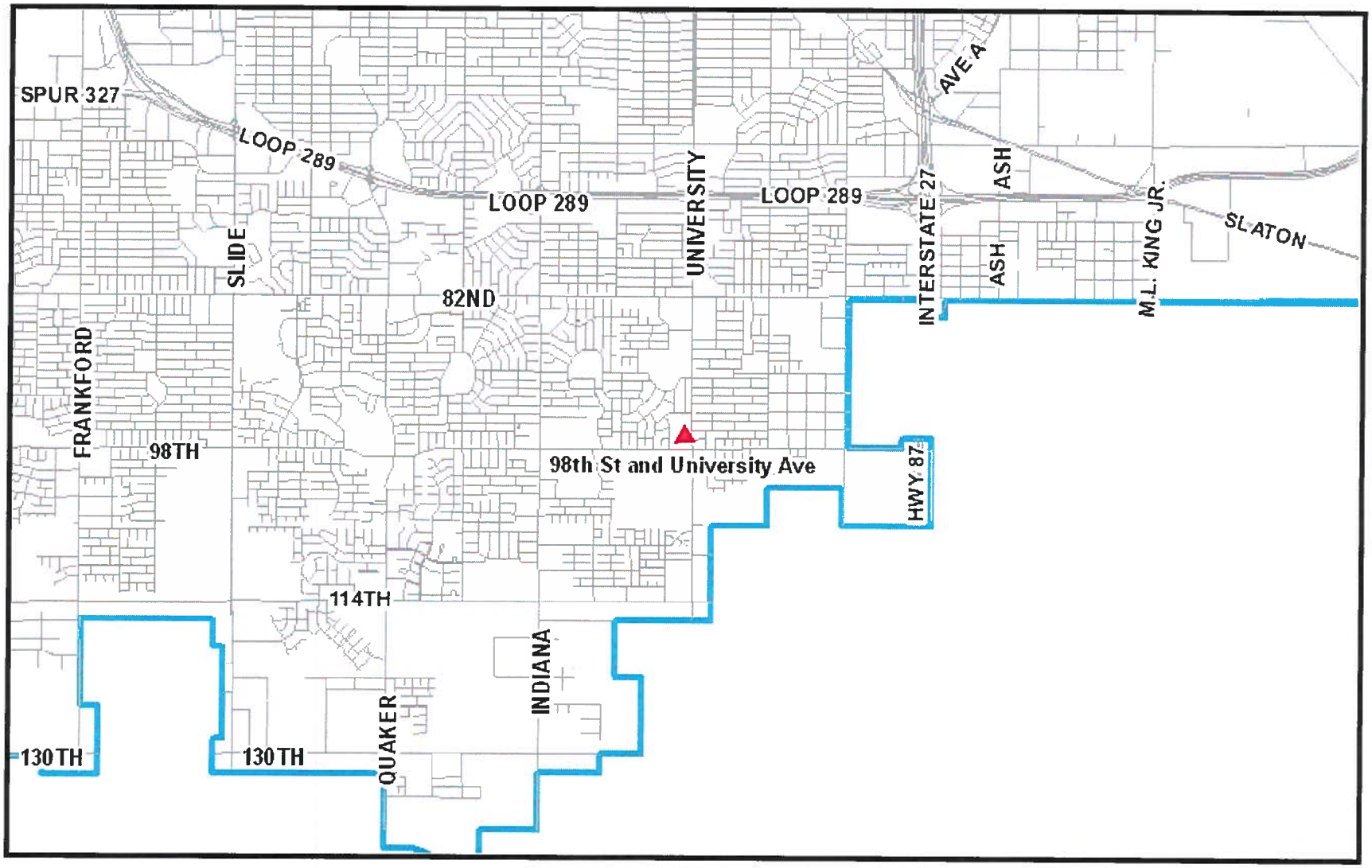
APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

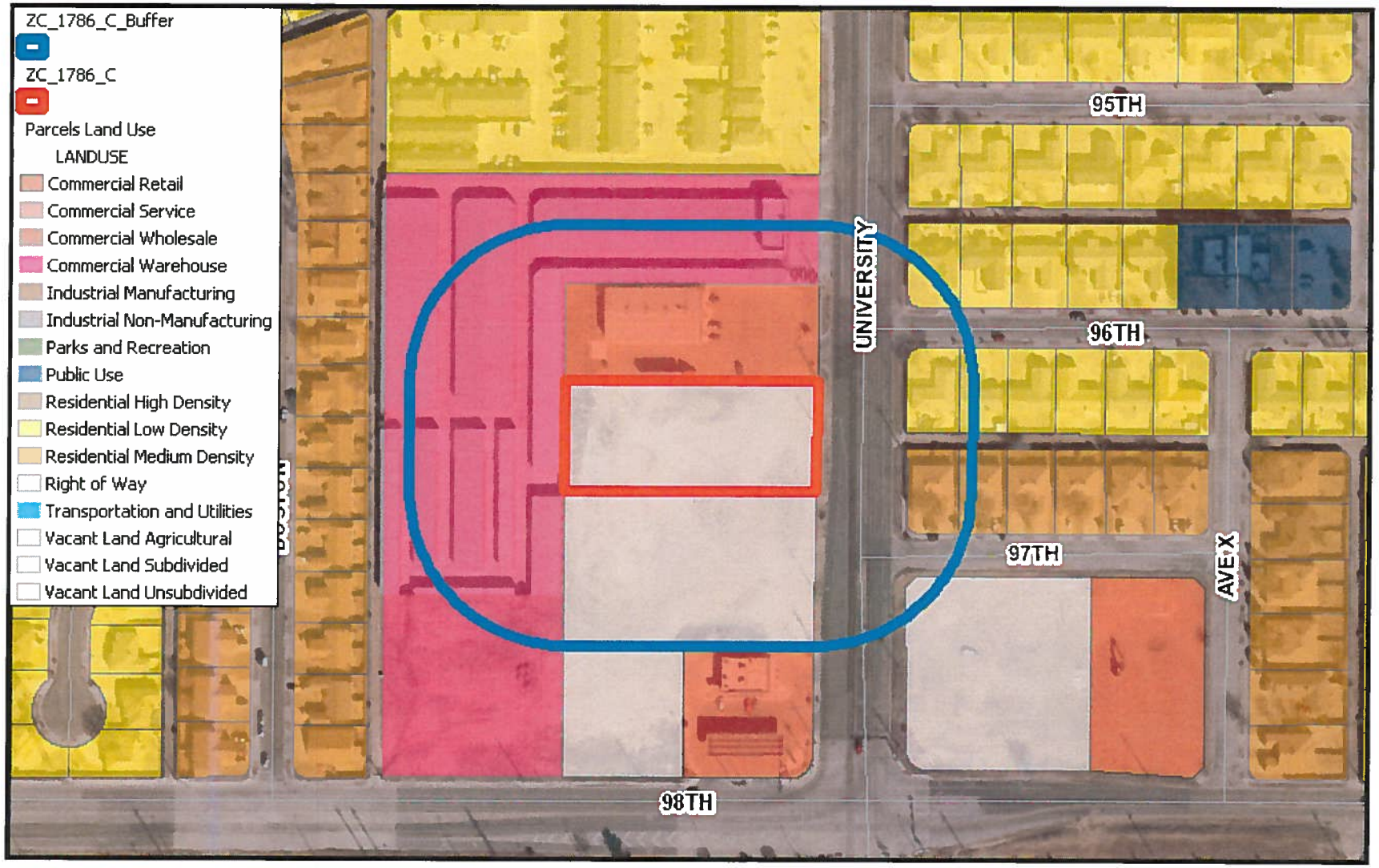
APPROVED AS TO FORM:

Chad Weaver, City Attorney

vw/CityAtt/Chad/Zones/ZC1786-C
August 11, 2014

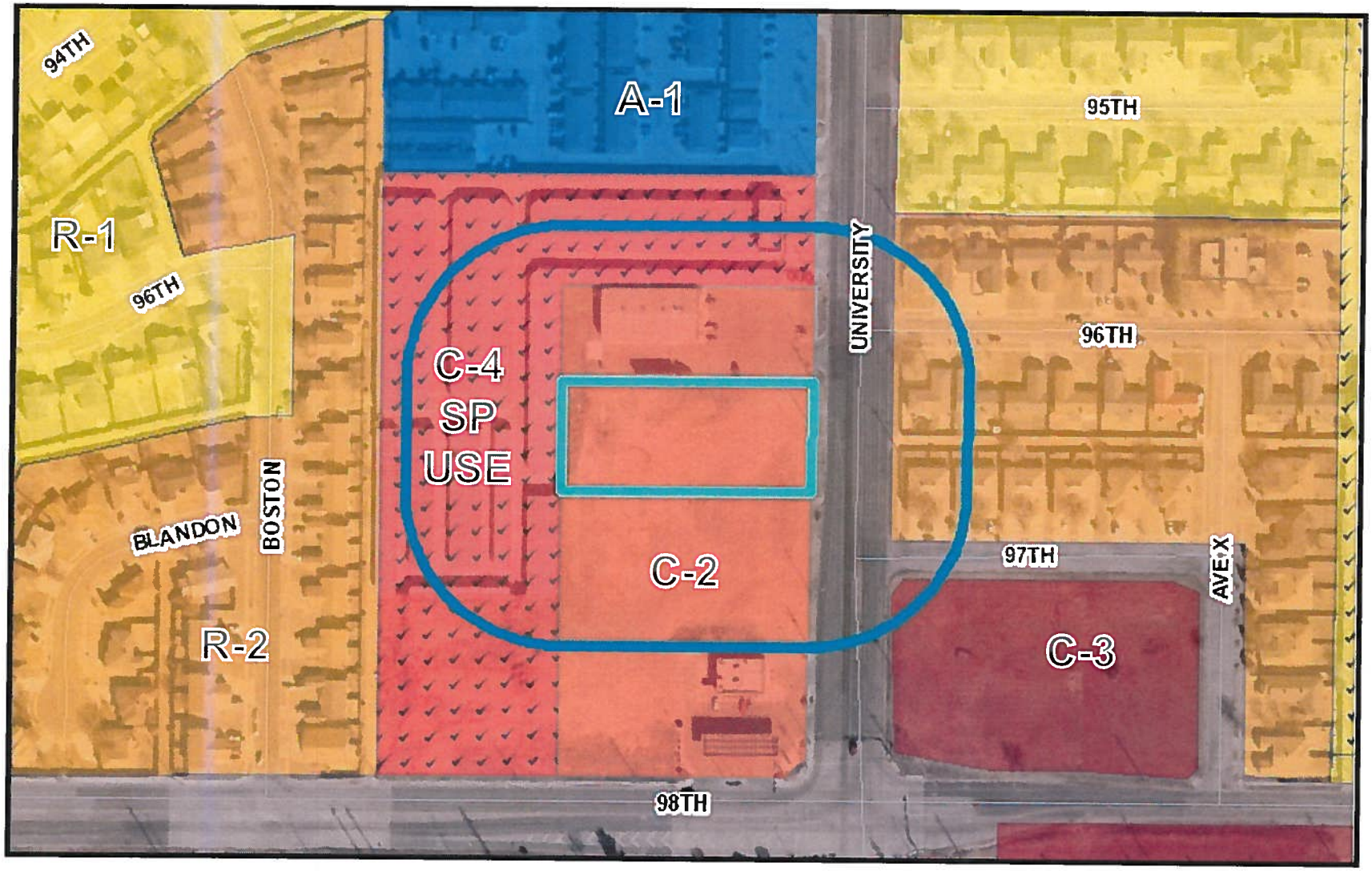


P.Z.C. Case 1786-C



P.Z.C. Case 1786-C

Request of Scott Collier (for JMO Development, LP) for a zoning change from C-2 to C-4 limited to a pawn shop, north of 98th Street and west of University Avenue



P.Z.C. Case 1786-C Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Scott Collier

2202 Avenue E
Street/Post Office Box

Lubbock, Texas 79404
City State Zip

(806) 741-1982
Telephone

For JMO Development, LP

32 S. Lakeshore Drive
Street/Post Office Box

Ransom Canyon, Texas 79366
City State Zip

(806) 777-6068
Telephone

Location or Address: 9609 University

Legal Description:* North 150' of lot A-1 -B-4-B, University Pines Addition

Existing Land Use: Vacant **Existing Zoning:** C2

Acreage or Square Footage of Property: 51,000 Square Feet (150'x340')

Zoning Requested: C4 limited to Pawn Shop use

Proposed Development: 8,000 sqft Pawn Shop

If property is not subdivided, will preliminary plat be submitted? Yes _____ No X

Scott Collier
Applicant's Signature

7-11-14
Date

Filing Fee: $478.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

For City Use Only

map # 19

Zone Case No.: 1786-C **Agenda No.:** 10

Request for zoning change from: C2 **To:** C-4 limited to Pawn Shop

on Lot(s): N 150 Ft lot A-1-B-4-B **Block(s):** —

Subdivision: University Pines **Address:** ~~9609 University Ave~~

North of 98th, West of University Ave

SA

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.: 1786-C**

In Favor of ___

Opposed X

RECEIVED
JUL 28 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Pawn shops should not be this close to residential. If it is voted for: then pls have it totally bricked & nothing should be allowed outside.

Print Name Michael Pustan

Signature: [signature]

Address: 3110 Frankford Ave

Address of Property Owned: ___

6 of 8

Zone Case Number: 1786-C
96TH & UNIVERSITY/ADD A CLOSET SOUTH STOR
3110 FRANKFORD AVE

LUBBOCK TX 79424 76663

9

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.:** ***1786-C***

In Favor of ✓

Opposed ____

Reasons and/or Comments:

RECEIVED
AUG 07 RFC'D
PLANNING DEPARTMENT

Print Name JOE R AMBURN

Signature: [signature]

Address: PO Box 64667 LUB TX 79464

Address of Property Owned: 2410 & 2412 97th

Zone Case Number: **1786-C** 6407
AMBURN JOE R & DENISE J
PO BOX 64667

LUBBOCK TX 79464

Regular City Council Meeting **5. 22.**

Meeting Date: 09/11/2014

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2014-O0117, for Zone Case 3067-B, a request of Hugo Reed and Associates, Inc., for Egenbacher Real Estate, for a zoning change from C-3 Specific Use to CB-2 Specific Use for a shopping center on Lot 1B-2, Overton Park Addition, 2407 9th Street.

Item Summary

On August 28, 2014, the City Council approved the first reading of the ordinance.

General comments:
The current structure and improvements were zoned as C-3 Specific Use in 2009 for a food store retail sales and a restaurant. With that proposed mix of uses on the parcel, the zone case contains provisions for a site plan (including a reduced amount of parking for the food store), building profiles and materials, a Planning & Zoning (P&Z) Commission approved landscape plan and a final plan and elevation review by the P&Z prior to construction. All that process was performed and the structure is an integral part of the Overton Park redevelopment.

Adjacent land uses:
N – commercial
S – residential, high density
E – residential, high density
W – commercial (Cain's Chicken and Dion's Pizza)

Comprehensive Land Use Plan (CLUP):
There is no CLUP discussion for this zone case. The area is designated as commercial by policy, and is zoned as commercial.

Zoning Policy:
The single objective of this zone case is to modify the parking requirements of the original Case 3067-A. Those were set at 82 spaces for the 16,402 square feet food store ratio of 1 space per 200 square feet versus the one space per 175 square feet in other zoning districts, and 63 parking spaces for the 6,366 square foot restaurant with spaces at one per 100 square feet which is normal for restaurants. The parcel has 136 current spaces. With the two business spaces combined the square footage is 22,768. Two restaurants with the standard parking requirement would be asked to install 136 spaces for restaurants with no alcohol and 181 spaces for restaurants with alcohol. A majority of the individual zone cases in Overton Park have a break for parking because of the original theory that a lot of business would be walk-in versus in vehicles. Some of that theory has proved to not be sound based on the popularity of the area business locations and the adjacent Texas Tech population. But, to achieve the original objective of a modified "new urbanism" – less parking and more walking, the area has been successful in an overall manner.

The applicant is requesting a ratio of one space for each 300 square feet, and that the former food store be at least partially another restaurant, with the remainder available for retail space. The proposed 1/300 ratio for the entire center (a center of similar size in other commercial districts would be asked to install a 1/175 ratio) would equal a

ratio of one space per eighty square feet (1/80) which would accommodate the entire center as restaurants with alcoholic beverage permits.

The current number of spaces does not allow another restaurant, with or without a liquor permit. The original site plan supposed that a food store and the restaurant could co-exist with overlapping parking because of peak business hours. Whether that would work with another restaurant is the main discussion point. The Planning staff is aware that the customers at Dion's and Cain's park on the parcel in discussion, the owners have had to place "no parking" signage. The vacant area has been empty for some while, and restaurants have been the only "lookers".

Effect on the adjacent street and thoroughfare system:
None. The volume of traffic in the area is already congested; this proposal would add little to the public street system. The on-site congestion or lack of spaces remains the main issue. Although the more active use being an additional restaurant would add to the congestion, it will be a very localized congestion.

Recommendations:
On August 7, 2014, the P&Z Commission recommended the request with a unanimous vote, with the following conditions:
1. Tied to the existing site plan (in zone case 3067-A)
2. That the maximum allowable area gross floor area for restaurants with alcohol sales shall be limited to 13,600 square feet.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3067-B

Zone Case 3067-B

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3067-B;** A ZONING CHANGE FROM **C-3 SPECIFIC USE** TO **CB-2 SPECIFIC USE** FOR **A SHOPPING CENTER,** ON **LOT 1B-2, OVERTON PARK ADDITION,** LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3067-B

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-3** Specific Use to **CB-2** Specific Use for **a shopping center** on **Lot 1B-2, Overton Park Addition,** City of Lubbock, Lubbock County, Texas, located at **2407 9th Street,** subject to conditions, and being further described as follows:

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the zone change be tied to the existing site plan (in Zone Case 3067-A).**

2. **THAT the maximum allowable gross floor area for restaurants with alcohol sales shall be limited to 13,600 square feet.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **C-3 Specific Use** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **2407 9th 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

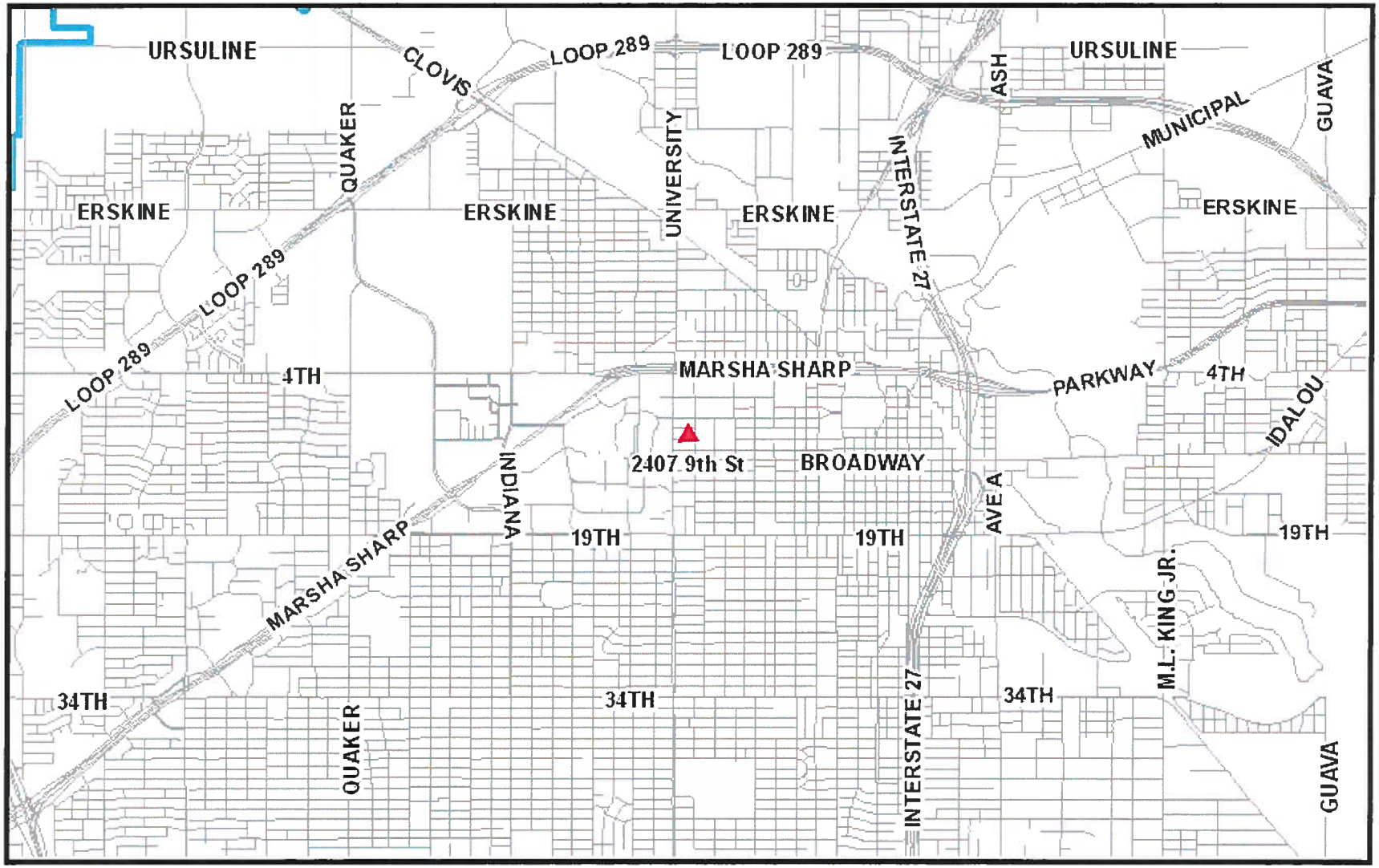
APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

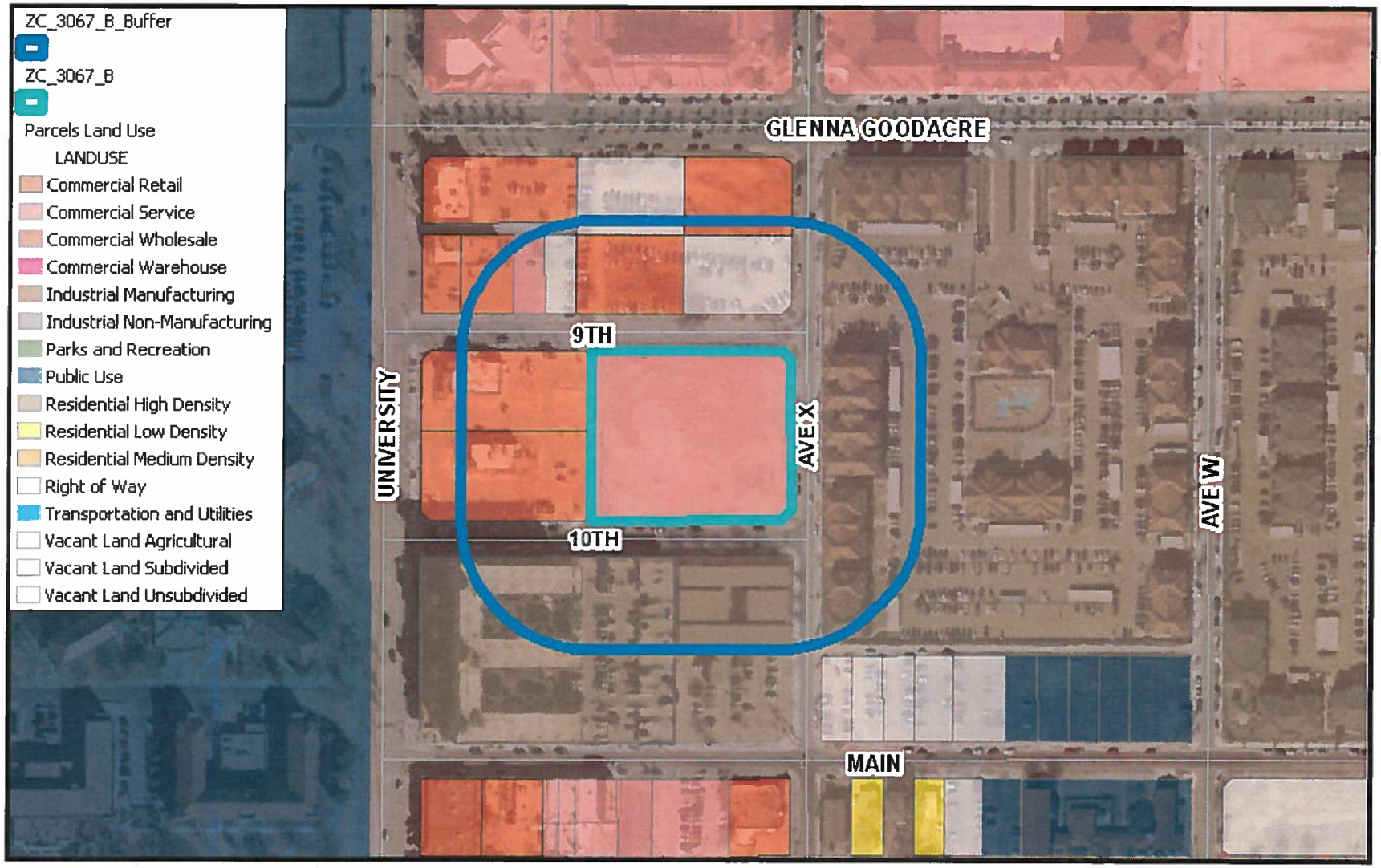
APPROVED AS TO FORM:

Chad Weaver, City Attorney

vw/CityAtt/Chad/Zones/ZC3067-B
August 11, 2014

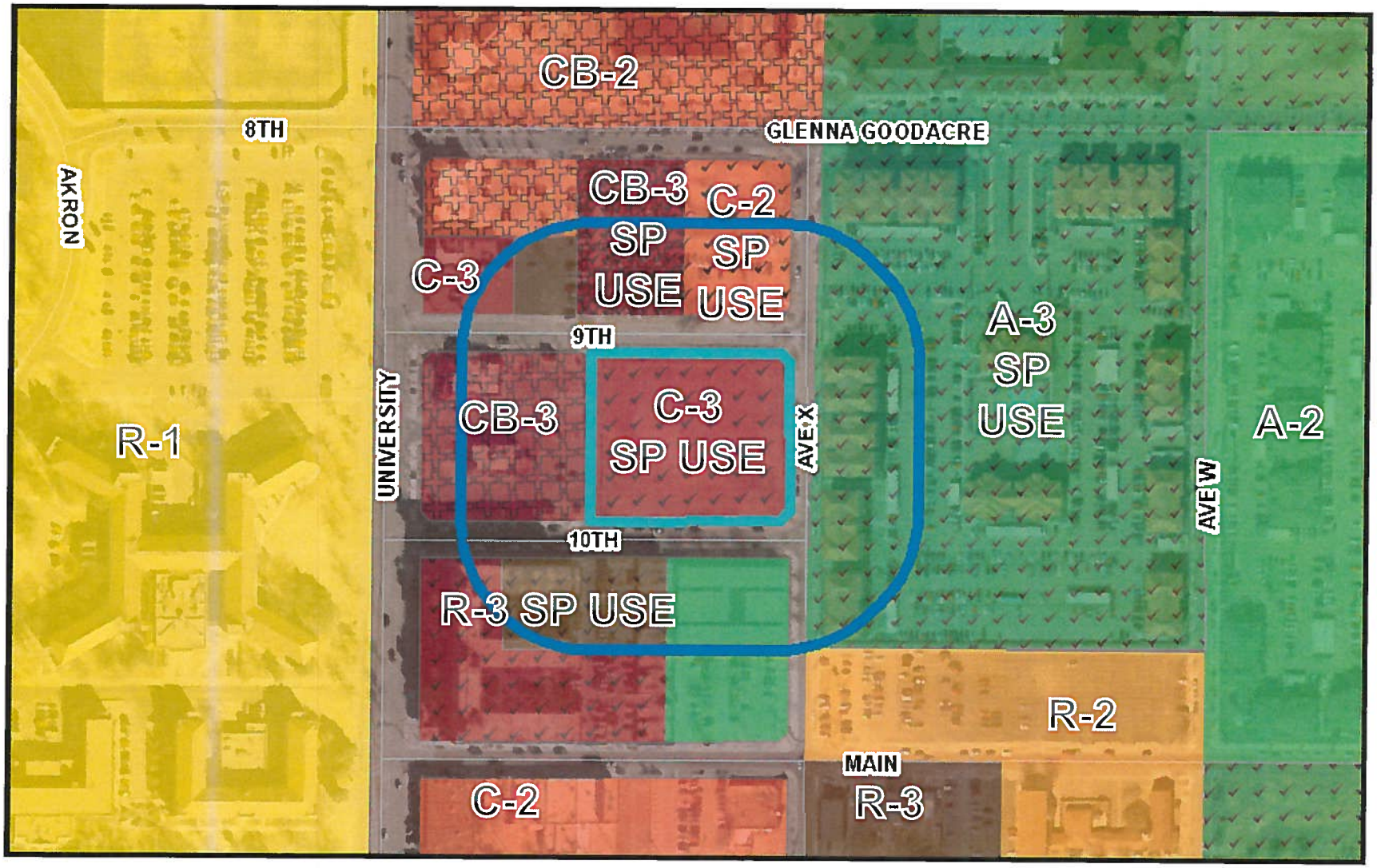


P.Z.C. Case 3067-B



P.Z.C. Case 3067-B

Request of Hugo Reed and Associates, Inc. (for Egenbacher Real Estate) for a zoning change from C-3 Specific Use to CB-2 Specific Use for a shopping center, 2407 9th Street



P.Z.C. Case 3067-B 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
Egenbacher Real Estate
8002 Abbeville, Suite A
Street/Post Office Box
Lubbock, Texas 79424
City State Zip
806-771-0003
Telephone

Location or Address: 9th Street and Avenue X

Legal Description:* Tract 1B-2, Overton Park

Existing Land Use: Completed Retail Center

Existing Zoning: C-3 Specific Use

Acreage or Square Footage of Property: 2.05 acres

Zoning Requested: CB-2 Specific Use with the following conditions – Proponent wishes to have entire building considered a shopping center and thereby apply an overall parking ratio of 1:300 to the entire building (including the existing restaurant patio on east end). See Site Plan attached.

Proposed Development: Repurpose existing building

If property is not subdivided, will preliminary plat be submitted? Yes _____ No X

Terry Holeman
Applicant's Signature

July 15, 2014
Date

Filing Fee: $481 (Egenbacher #13837)
($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: 89066 Map 1

Zone Case No.: 307-B

Agenda No.: 12

Request for zoning change from: C-3 SP use

To: CB-2 SP use

on Lot(s): 1 B 2

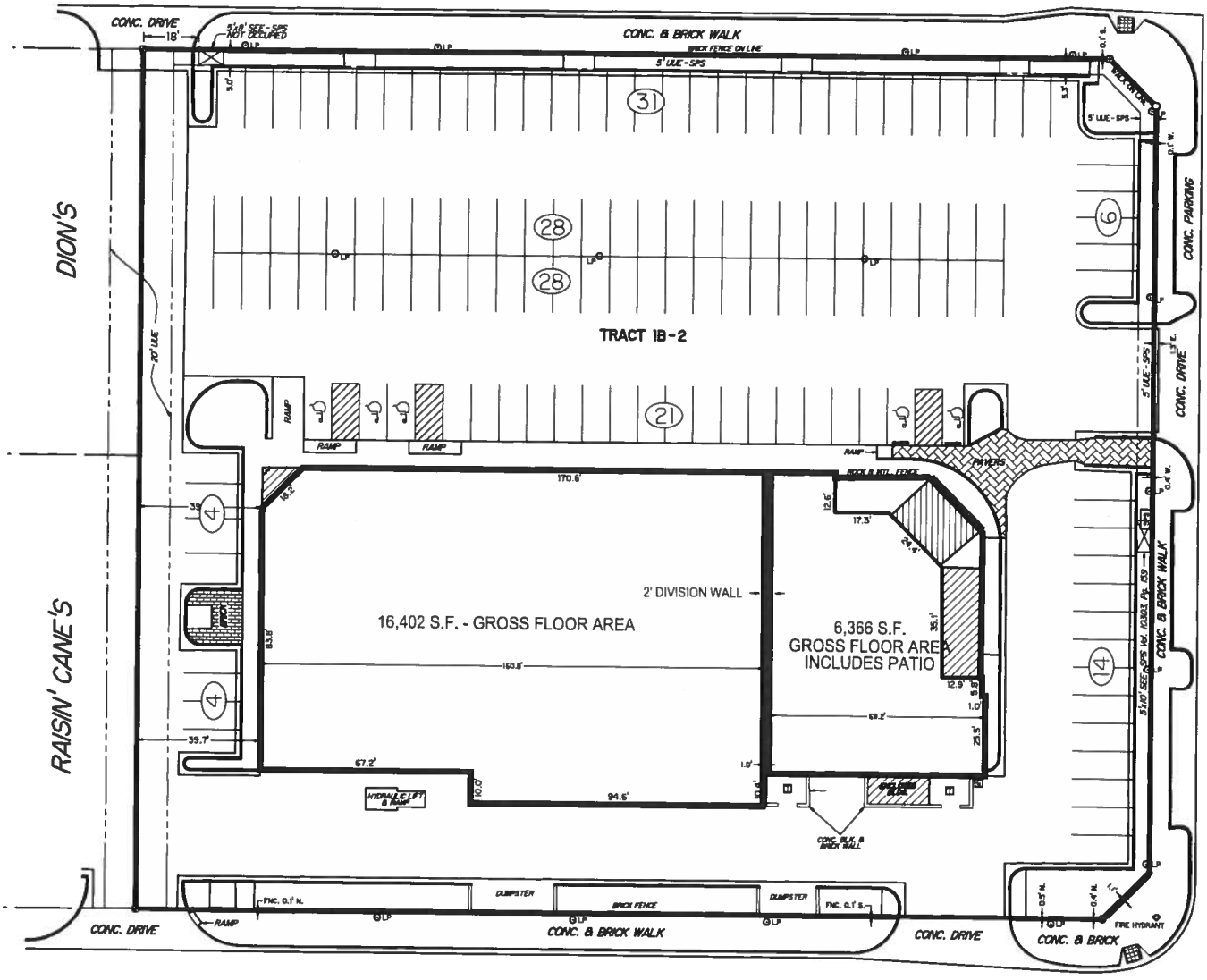
Block(s): —

Subdivision: Overton Park

Address: 2407 9th St

St

9th STREET

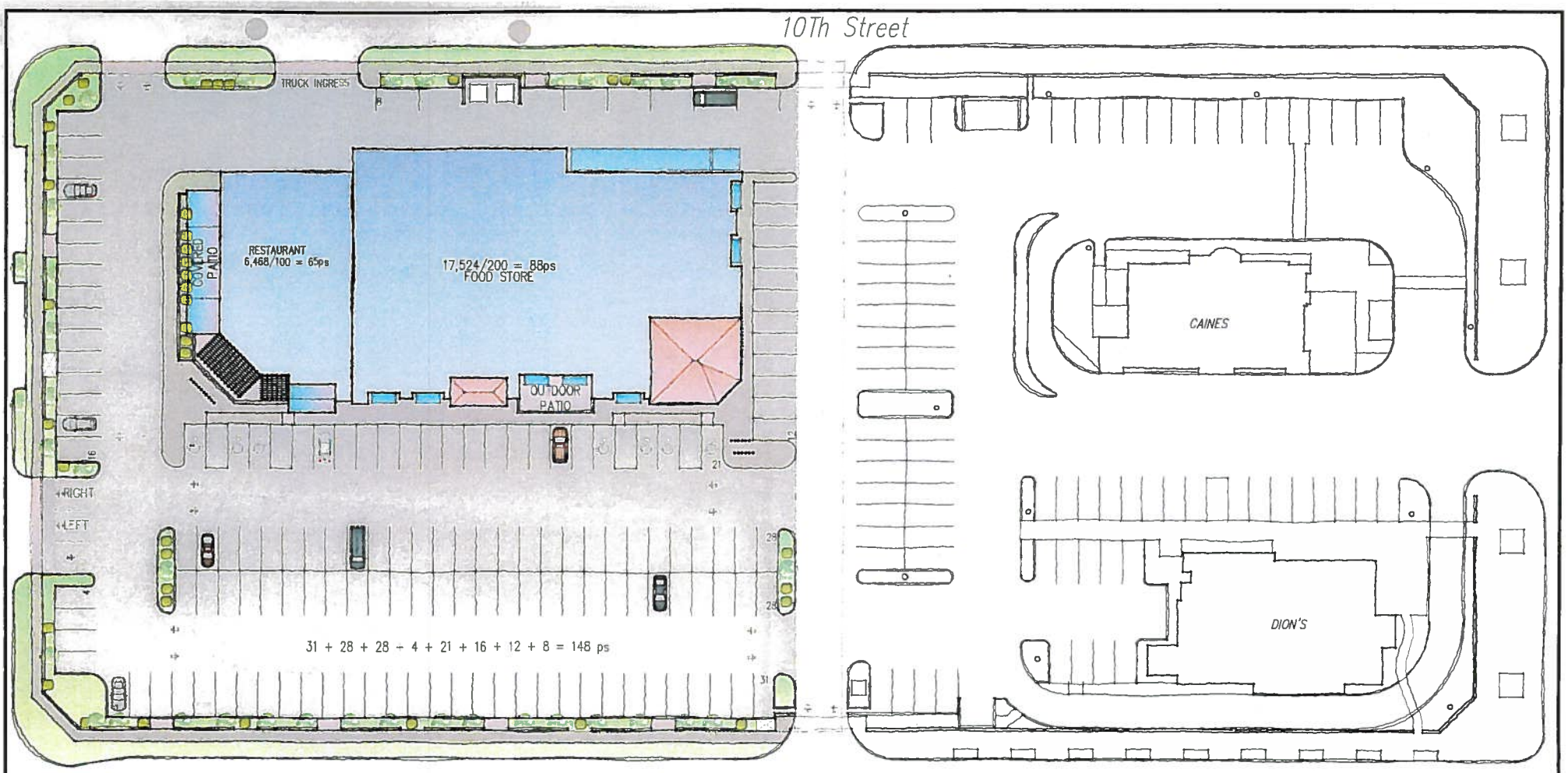


10th STREET

TOTAL BUILDING FOOTAGE = 22,768 (EXCLUDES INTERIOR 2' DIVISION WALL)

PARKING REQUIRED AT 1:300 RATIO _____ =76 SPACES
ON SITE PARKING PROVIDED _____ =136 SPACES
FOR RESTAURANTS WITH ALCOHOL SALES:
MAXIMUM ALLOWABLE GROSS FLOOR AREA AT 1:100 RATIO _____ =13,600 SF

HR HUGO REED AND ASSOCIATES, INC.



1 SITE PLAN
SCALE 1" = 40'-0"

SITE CALCULATIONS

STORE		RESTAURANT		PARKING	
1ST FLOOR SQ. FT.	16,324	1ST FLOOR SQ. FT.	6,468	TOTAL PARKING PROVIDED	148
2ND FLOOR SQ. FT.	1,200			TOTAL PARKING REQUIRED	153
TOTAL SQ. FT.	17,524			PARKING SPACES SHORT	5
TOTAL PARKING SPACES REQUIRED - 88		TOTAL PARKING SPACES REQUIRED - 65			
REQUIRED ACCESSIBLE PARKING - 4		REQUIRED ACCESSIBLE PARKING - 3		PARKING SPACE DIMENSIONS 9'X18'	

ZC-3067-A

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERNAL REVIEW UNDER AUTHORITY OF Michael Molina AIA TEXAS LICENSE # 17618

JDMA Inc.
ARCHITECTS
MEMBERS AMERICAN INSTITUTE OF ARCHITECTS

9TH STREET
RETAIL
OVERTON PARK
LUBBOCK, TEXAS

TITLE: SITE PLAN
DATE: JULY 13, 2009
DRAWN BY: jdlc
PROJECT NO: J20921
REFERENCE SHEET(S): -

SHEET NO.
SC1.0

10

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.: 3067-B**

In Favor of ✓

Opposed ____

Reasons and/or Comments:

RECEIVED
AUG 01 REC'D
PLANNING DEPARTMENT

Print Name Tiffany Soto - University Pointe

Signature: Tiffany Soto

Address: 3333 Glenna Goodacre Blvd.

Address of Property Owned: Lubbock, Tx 79401

Zone Case Number: 3067-B 83267
LUBBOCK TWO ASSOCIATES LLC
ATTN GMH MANAGEMENT
PO BOX 530292

BIRMINGHAM AL 35253-0292

Regular City Council Meeting **5. 23.**

Meeting Date: 09/11/2014

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2014-O0118, for Zone Case 3096-C, a request of Hugo Reed and Associates, Inc., for Abbey Glen Partners, LLC, for a zoning change from A-2 to GO and R-1 Specific Use to R-1 Specific Use for garden homes on 8 acres of unplatted land out of Block E-2, Section 25, west of Slide Road and north of 114th Street.

Item Summary

On August 28, 2014, the City Council approved the first reading of the ordinance.

General comments:
The request is for a zone change from A-2 to GO and from R-1 Specific Use to R-1 Specific Use for garden homes. The proposal will extend the existing Garden Office zoning located at the corner of Chicago Avenue and 114th Street by 1.6 acres to the east. It will also change the existing single family homes with reduced setbacks to garden homes, extending the existing garden homes north by 6.4 acres.

Adjacent land uses:
N: R-1 Specific Use (vacant) and A-2 (vacant)
S: R-1 Specific Use (future garden homes) and T (vacant)
E: A-2 (vacant)
W: R-1 Specific Use (vacant) and GO (vacant)

Comprehensive Land Use Plan (CLUP):
The proposed changes are consistent with the CLUP as the area along 114th is intended for Garden Office zoning and garden homes are a residential low-density development.

Zoning Policy:
The request is consistent with zoning policy as the garden homes and garden office zoning provide a low intensity use for the adjacent neighborhood.

Effect on the adjacent street and thoroughfare system:
There should be little to no impact on the thoroughfare system. 114th Street is designated to be constructed as a major thoroughfare and should, at some point in the future, be built out as a full width thoroughfare.

Recommendations:
On August 7, 2014, 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 3096-C

Zone Case 3096-C

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3096-C;** A ZONING CHANGE FROM **A-2** TO **GO AND R-1 SPECIFIC USE TO R-1 SPECIFIC USE** FOR **GARDEN HOMES**, ON **EIGHT (8) ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 25,** 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. 3096-C

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **A-2** to **GO and R-1 Specific Use to R-1 Specific Use** for **garden homes** on **eight (8) acres of unplatted land out of Block E-2, Section 25,** City of Lubbock, Lubbock County, Texas, located at **west of Slide Road and north of 114th Street**, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

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 **A-2** 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 **west of Slide Road and north of 114th 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

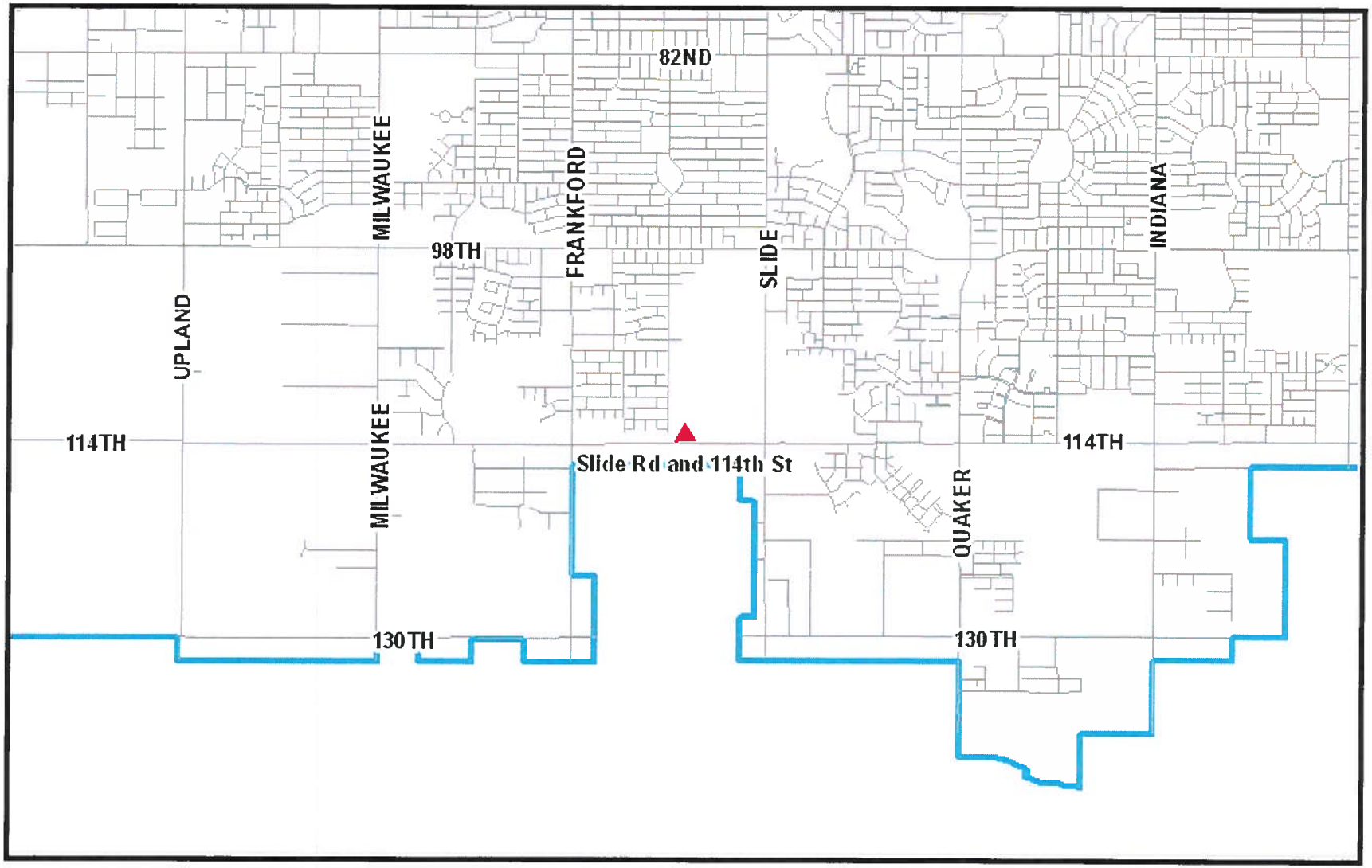
APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

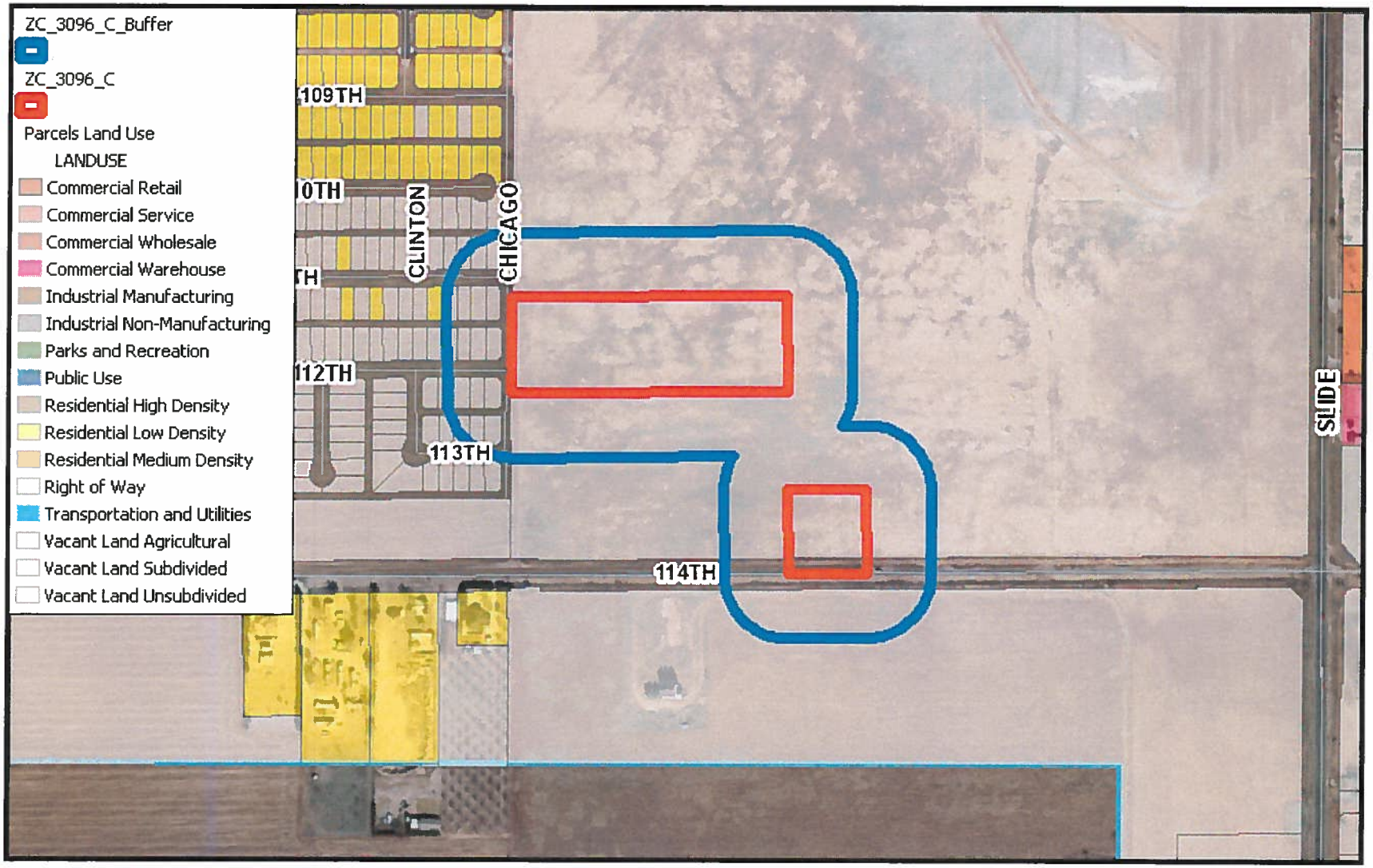
APPROVED AS TO FORM:

Chad Weaver, City Attorney

vw/CityAtt/Chad/Zones/ZC3096-C
August 11, 2014

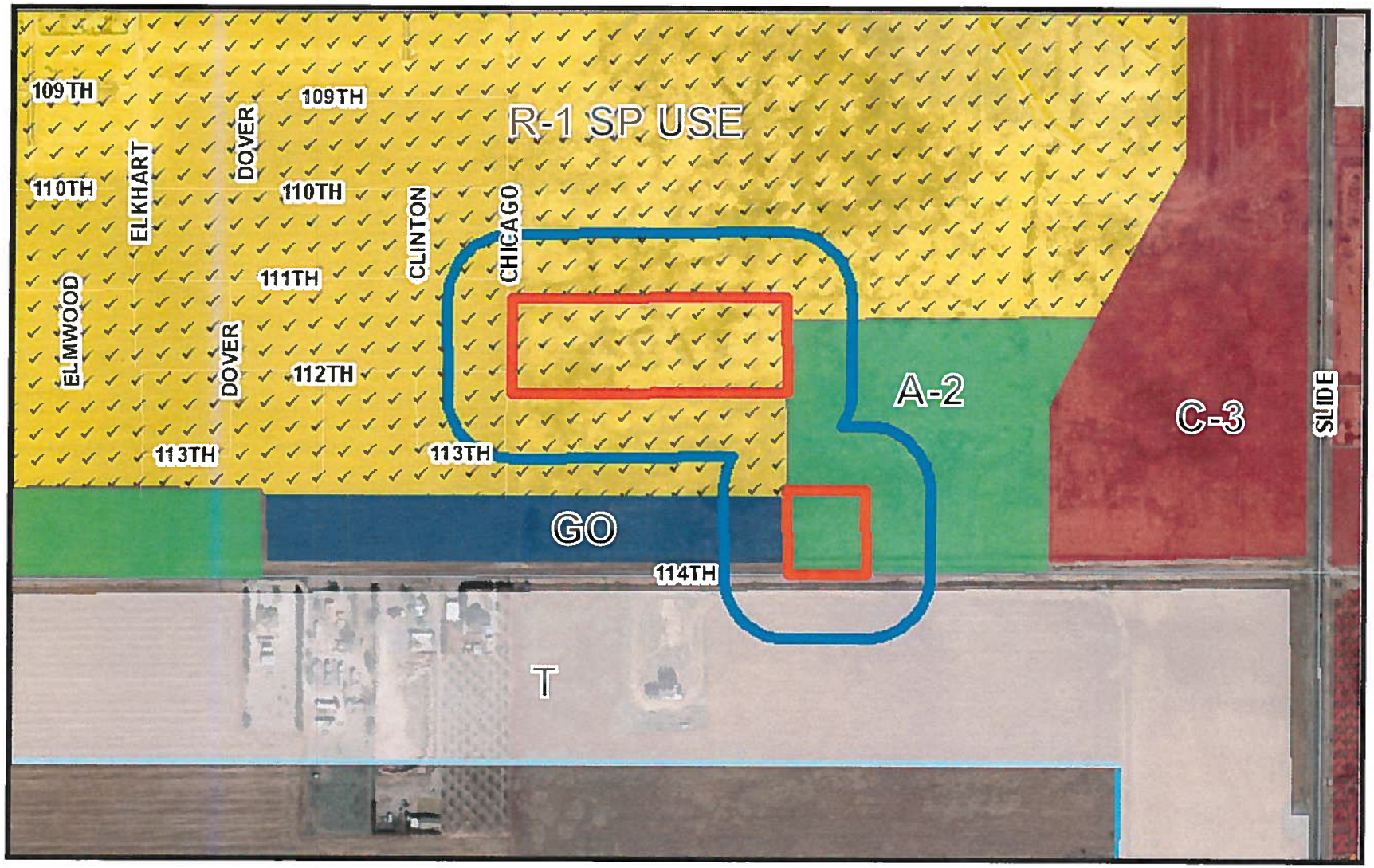


P.Z.C. Case 3096-C



P.Z.C. Case 3096-C

Request of Hugo Reed and Associates, Inc. (for Abbey Glen Partners, LLC) for a zoning change from A-2 to GO and R-1 Specific Use to R-1 Specific Use for garden homes, west of Slide Road and north of 114th Street



P.Z.C. Case 3096-C 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
Abbey Glen Partners, LLC
17103 Preston Road, Suite 225
Street/Post Office Box
Dallas TX 75248-1389
City State Zip
214-850-8838
Telephone

Location or Address: Section 25, Block E-2

Legal Description:* See metes and bounds description attached

Existing Land Use: Vacant

Existing Zoning: GO, R-1 Specific Use (Garden Home), R-1 Specific Use, A-2

Acreage or Square Footage of Property: 8.0 Acres

Zoning Requested: R-1 Specific Use (Garden Home), Garden Office

Proposed Development: Phased single-family residential

If property is not subdivided, will preliminary plat be submitted? Yes _____ No X

Terry Holeman
Applicant's Signature

July 15, 2014
Date

***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.**

Filing Fee: $496 (Ford Development #3620)
($475.00 for the first acre; $3.00 for each additional acre; $165 for non-profit)

For City Use Only

M+B map 42

Zone Case No.: 3046-C

Agenda No.: 13

Request for zoning change from: A-2 to GO + R-1 Spec. use to R-1 spec. use for garden homes **To:**

8.0 acres of unplatted land out of Block E-2, Section 25

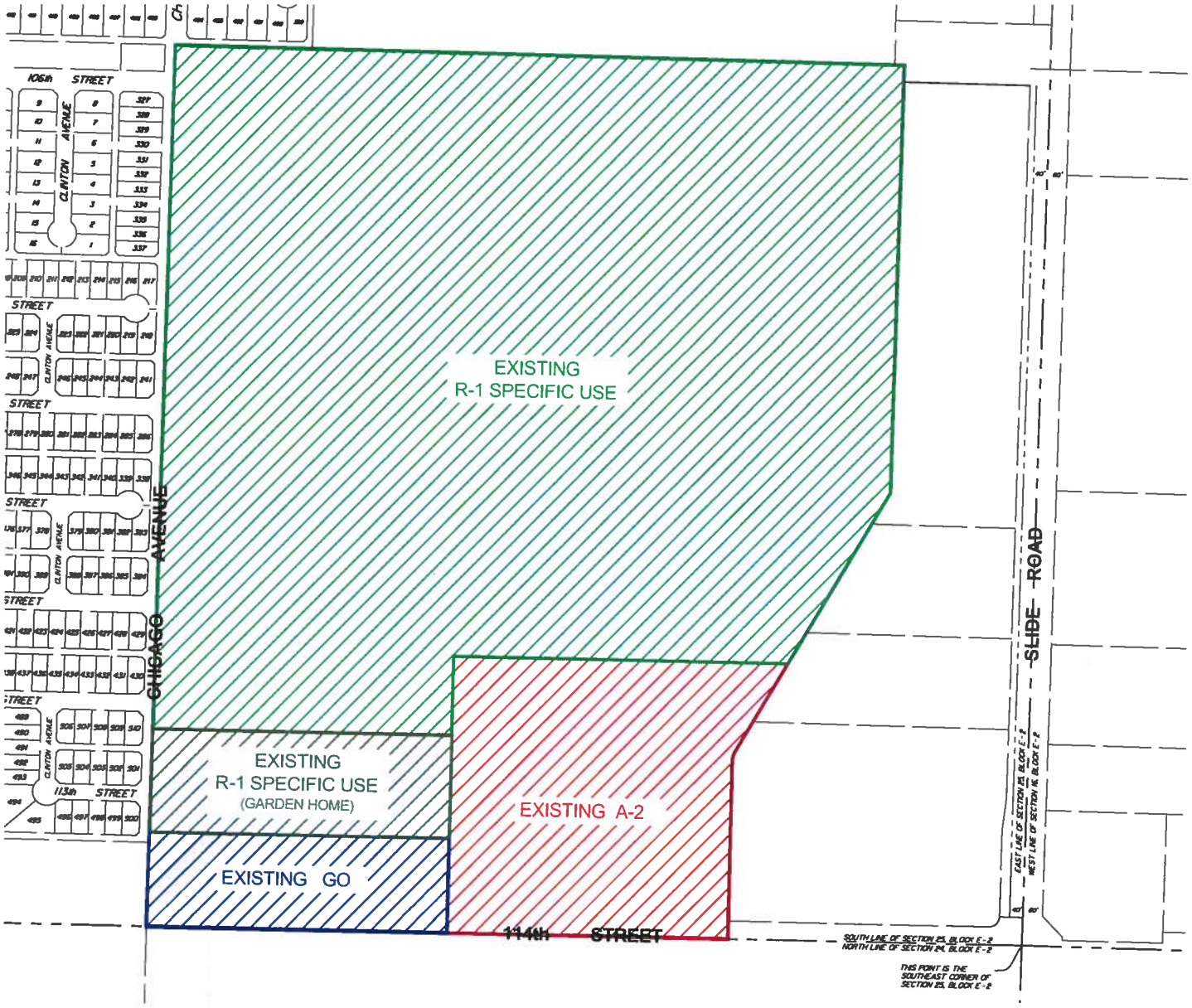
on Lot(s):

Block(s): Rd

Subdivision:

Address: West of Slide and North of 114th St

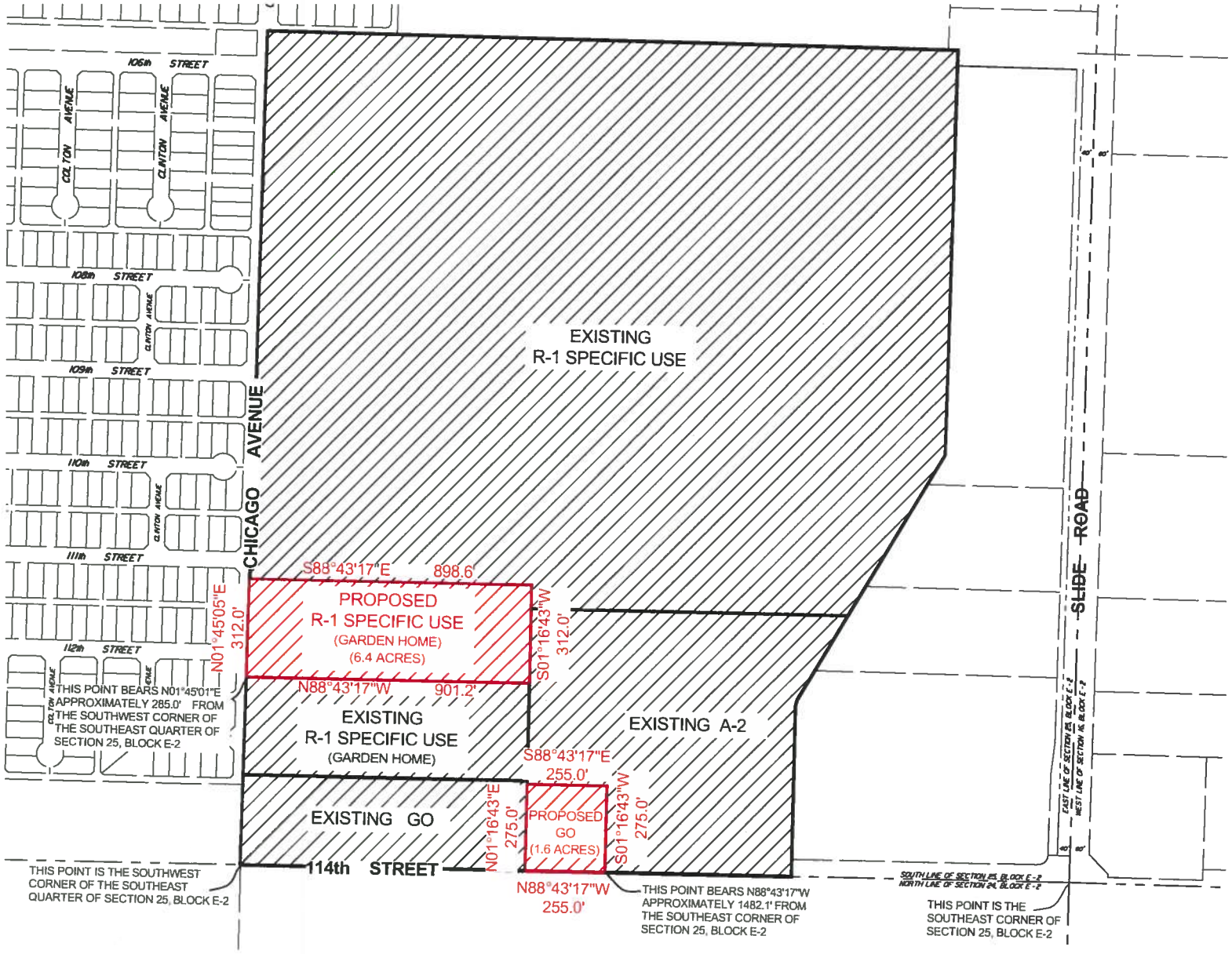
58



EXISTING ZONING LOCATED IN SECTION 25, BLOCK E-2

FORD DEVELOPMENT

HUGO REED AND ASSOCIATES, INC.



PROPOSED ZONING LOCATED IN SECTION 25, BLOCK E-2

FORD DEVELOPMENT

HUGO REED AND ASSOCIATES, INC.

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

PROPOSED R-1 SPECIFIC USE ZONING

METES AND BOUNDS DESCRIPTION of a tract of land located in Section 25, Block E-2, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the West line of the Southeast Quarter of Section 25, Block E-2, Lubbock County, Texas, for the Southwest corner of this tract which bears N. 01°45'01" E. an approximate distance of 597.0 feet from the Southwest corner of the Southeast Quarter of Section 25, Block E-2, Lubbock County, Texas;

THENCE N. 01°45'05" E., along the West line of the Southeast Quarter said Section 25, Block E-2, an approximate distance of 312.0 feet to a point for the Northwest corner of this tract;

THENCE S. 88°43'17" E. an approximate distance of 898.6 feet to a point for the Northeast corner of this tract;

THENCE S. 01°16'43" W. an approximate distance of 312.0 feet to a point for the Southeast corner of this tract;

THENCE N. 88°43'17" W. an approximate distance of 901.2 feet to the Point of Beginning.

Contains: Approximately 6.4 Acres

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPESENT A SURVEY.

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

PROPOSED GARDEN OFFICE ZONING

METES AND BOUNDS DESCRIPTION of a tract of land located in Section 25, Block E-2, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the South line of Section 25, Block E-2, Lubbock County, Texas, for the Southeast corner of this tract which bears N. 88°43'17" W. an approximate distance of 1482.1 feet from the Southeast corner of Section 25, Block E-2, Lubbock County, Texas;

THENCE N. 88°43'17" W., along the South line of said Section 25, Block E-2, an approximate distance of 255.0 feet to a point for the Southwest corner of this tract;

THENCE N. 01°16'43" E. an approximate distance of 275.0 feet to a point for the Northwest corner of this tract;

THENCE S. 88°43'17" E. an approximate distance of 255.0 feet to a point for the Northeast corner of this tract;

THENCE S. 01°16'43" W. an approximate distance of 275.0 feet to the Point of Beginning.

Contains: Approximately 1.6 Acres

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPESENT A SURVEY.

Regular City Council Meeting **5. 24.**

Meeting Date: 09/11/2014

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2014-0119, for Zone Case 3116-F, a request of Hugo Reed and Associates, Inc., for FP Investors 1, LLC, to amend the conditions of Ordinance 2009-O0038 to allow reduced setbacks on 47.3 acres of unplatted land out of Block AK, Section 4, south of 130th Street, north of 135th Street, east of Norfolk Avenue, and west of Indiana Avenue.

Item Summary

On August 28, 2014, the City Council approved the first reading of the ordinance.

General comments:
The request is for an amendment to the previous zone change to allow for reduced setbacks. It is not uncommon for new residential subdivisions to request reduced setbacks.

Adjacent land uses:
N: R-2 Specific Use and C-3 (vacant land)
S: R-1 Specific Use (vacant land)
E: Garden Office (vacant land)
W: R-1 Specific Use (Lubbock-Cooper Elementary School)

Comprehensive Land Use Plan (CLUP):
The request is in line with the CLUP which has this area outlined for residential low density. The proposed zoning maintains single family development, with added reduced setbacks.

Zoning Policy:
The trend in current development is towards reduced setbacks in new residential subdivisions. There have been no issues that have arisen from previous reduced setback zone cases. The request is in line with zoning policy.

Effect on the adjacent street and thoroughfare system:
There should be no effect on the adjacent streets or thoroughfare system.

Recommendations:
On August 7, 2014 the Planning &Zoning (P&Z) Commission recommended the request with a unanimous vote, with the following conditions:
1. For the R-1 lots:
a. 20’ front setback.
b. 5’ front setback on cul-de-sac lots.
c. 5’ side setbacks on corner lots, excluding Memphis Avenue with a 5’ side setback for fences.
d. 0’ rear setback for non-rear facing garages.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3116-F

Zone Case 3116-F

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NUMBER 2009-O0038 TO ADD A CONDITION TO ALLOW REDUCED SETBACKS ON 47.3 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 4, 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:

SECTION 1. THAT an additional condition is added to Section 1 of Ordinance No. 2009-O0038 to read as follows:

11. THAT for the R-1 Lots:
    a. 20' front setback
    b. 5' front setback on cul-de-sac lots.
    c. 5' side setbacks on corner lots, excluding Memphis Avenue with a 5' setback for fences.
    d. 0' rear setback for non-rear facing garages.

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

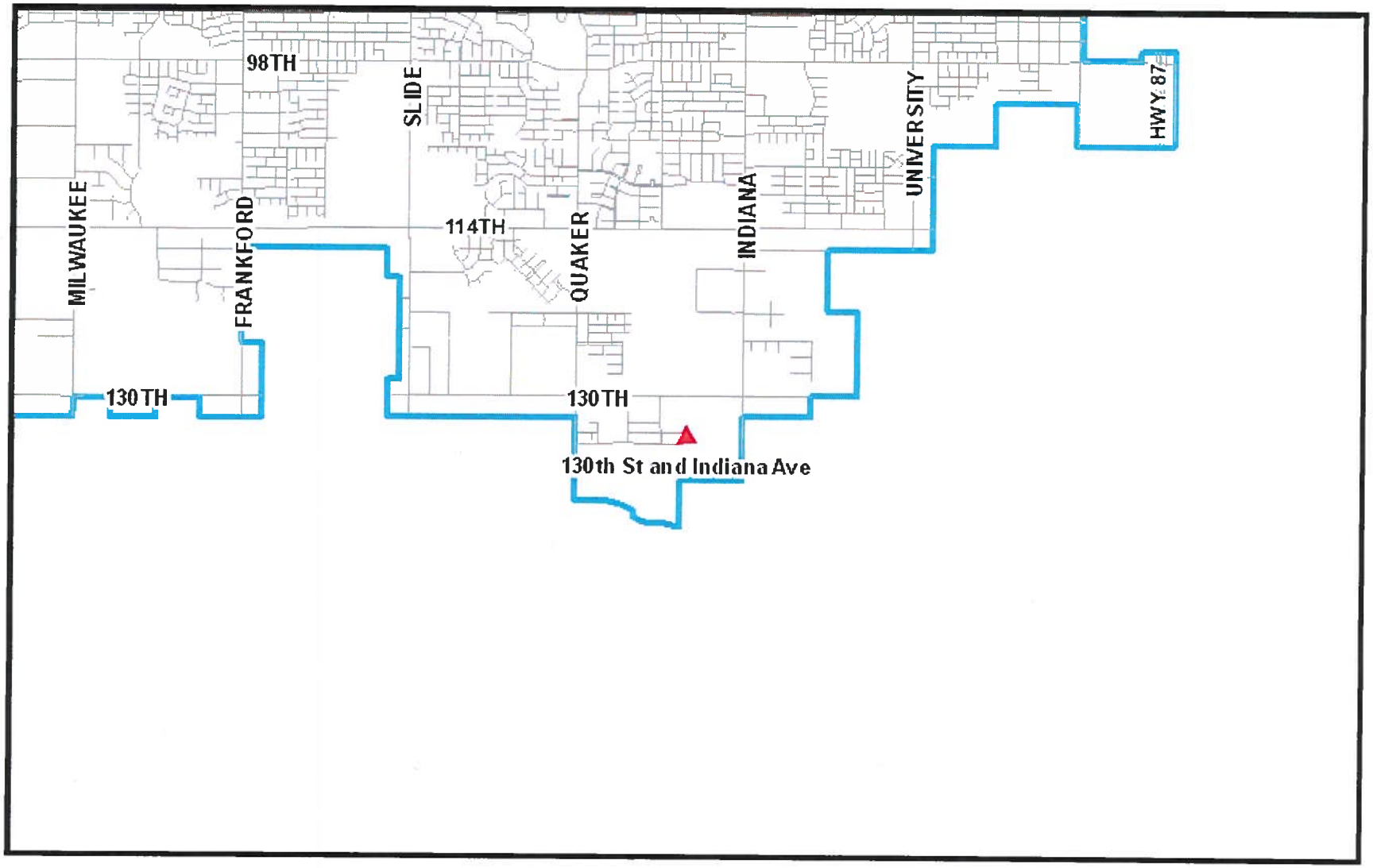
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

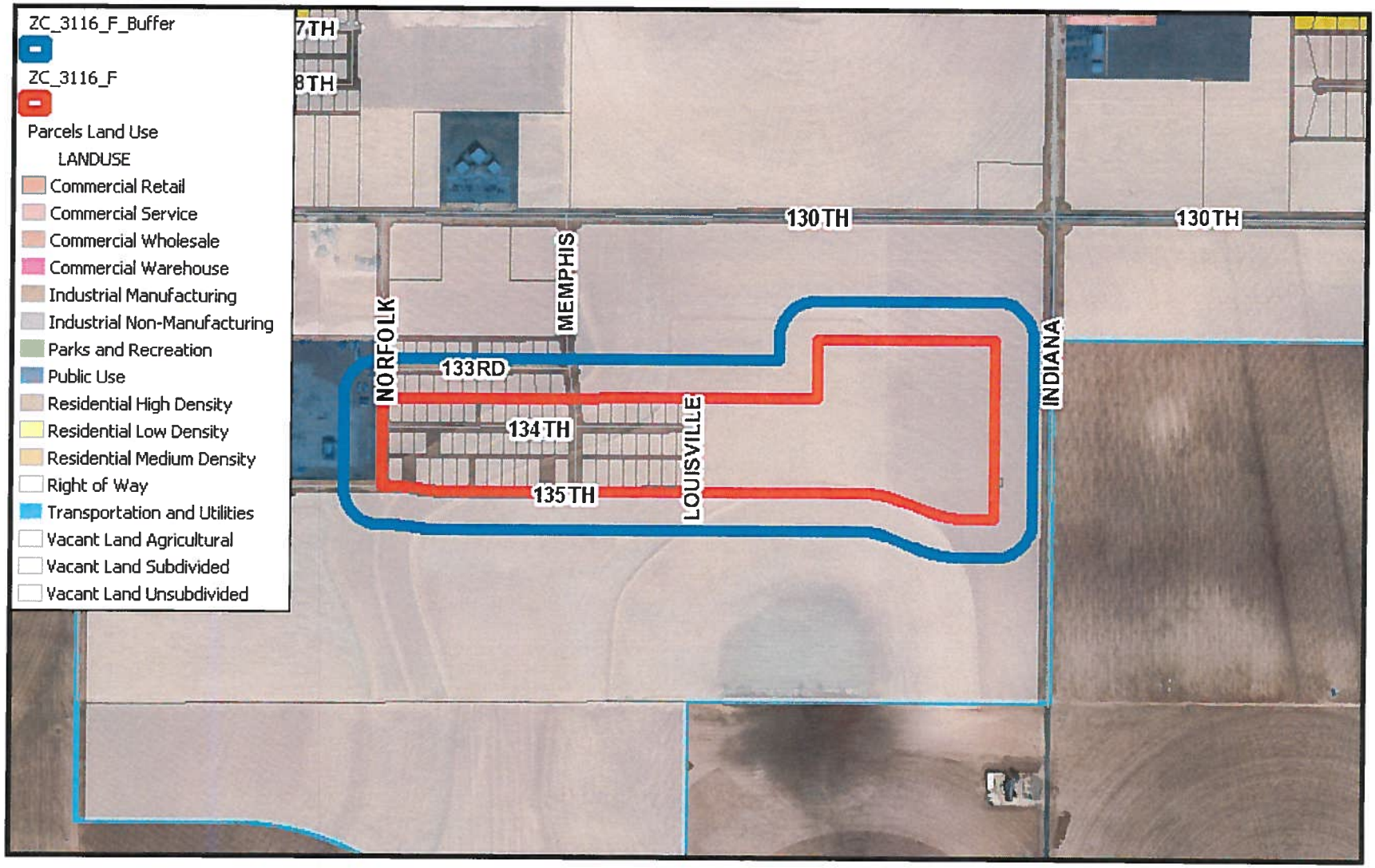
APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

vw:ccdocs/Amend ZC3116-F
August 11, 2014

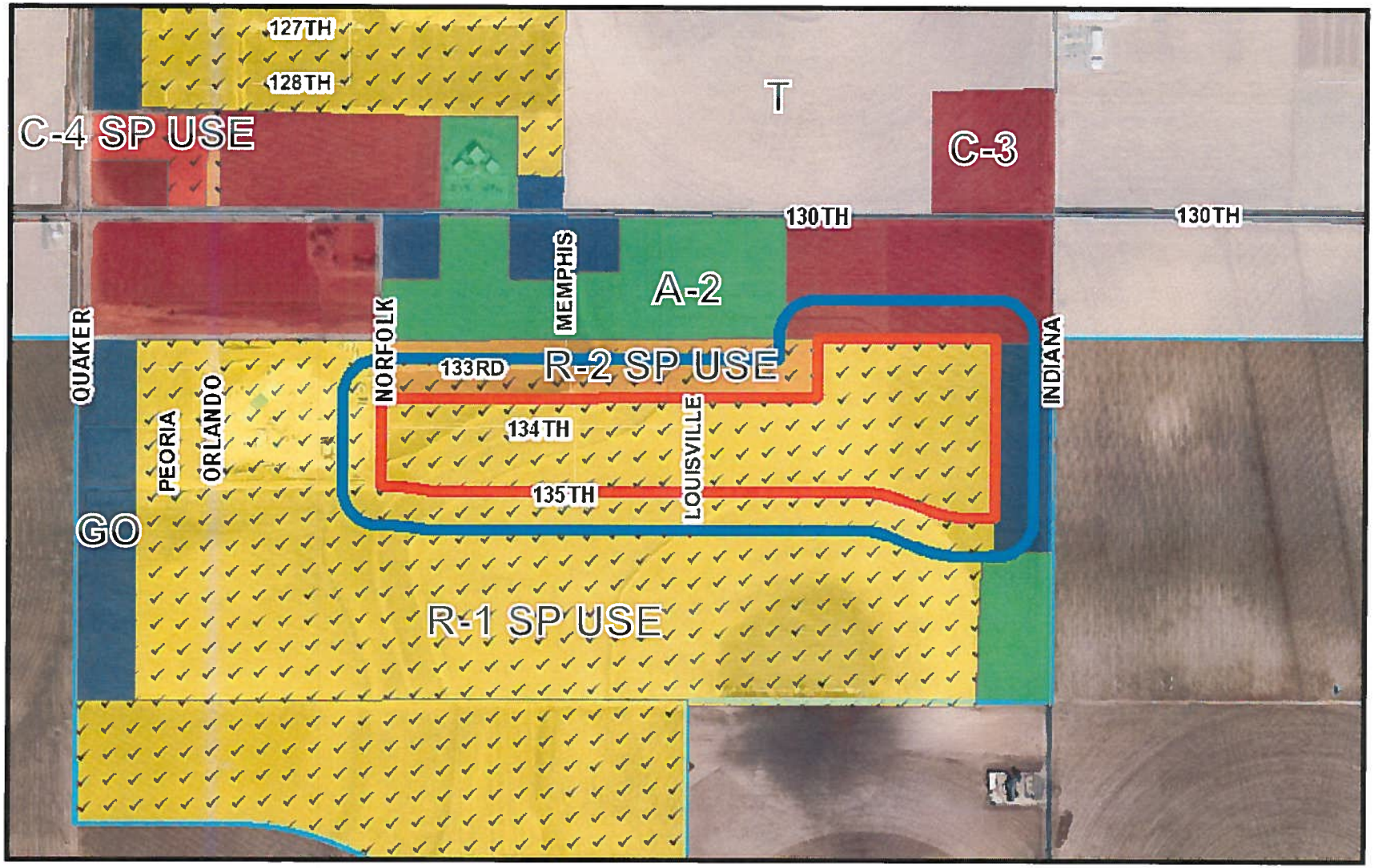


P.Z.C. Case 3116-F



P.Z.C. Case 3116-F

Request of Hugo Reed and Associates, Inc. (for FP Investors 1, LLC) to amend the conditions of Ordinance 2009-O0038 to allow reduced setbacks, south of 130th Street, north of 135th Street, east of Norfolk Avenue, and west of Indiana Avenue



P.Z.C. Case 3116-F 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: FP Investors 1, LLC
17103 Preston Road, Suite 225
Street/Post Office Box
Dallas TX 75248-1389
City State Zip
214-850-8838
Telephone

Location or Address: Section 4, Block AK

Legal Description:* See metes and bounds description attached

Existing Land Use: Residential

Existing Zoning: R-1 Specific Use

Acreage or Square Footage of Property: 47.3 Acres

Zoning Requested: R-1 Specific Use as follows: Front set-back to 20', Front setback on cul-de-sac lots to 5', Side set-back on end lots (Excluding Memphis) to 5'. Where 5' side setback is used, side fence must be placed at 5' set-back line. Non-rear facing garage may be constructed to a zero (0') rear set back.

Proposed Development: Phased single-family residential

If property is not subdivided, will preliminary plat be submitted? Yes _____ No X

Terry Holeman
Applicant's Signature

July 14, 2014
Date

***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.**

Filing Fee: $616 (Ford Development #5060)
($475.00 for the first acre; $3.00 for each additional acre; $165 for non-profit)

For City Use Only

MDS MAP 20

Zone Case No.: 3156 - F

Agenda No.: 14

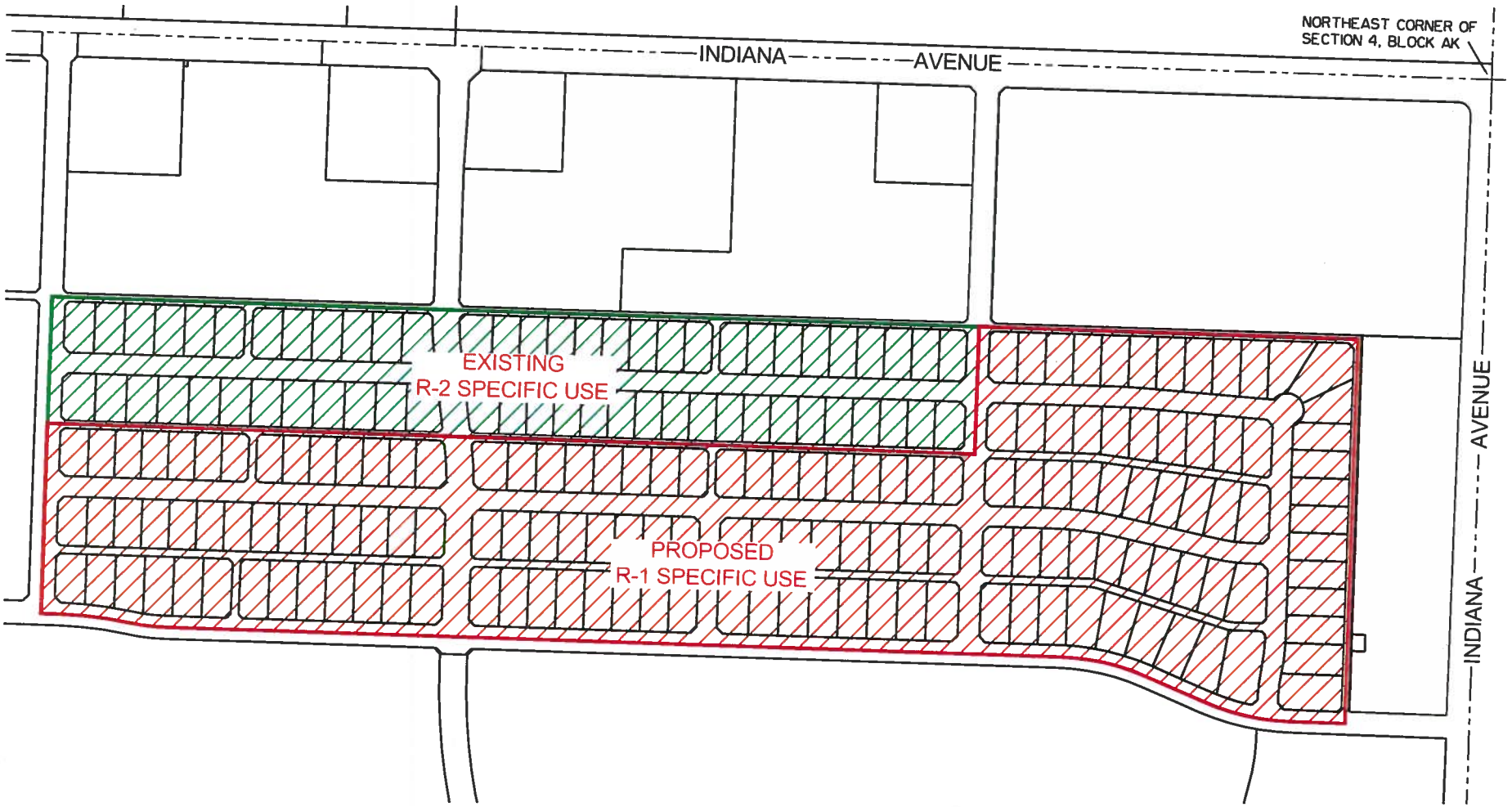
Request for zoning change from: R-1 SU **To:** R-1 SU

47.3 acres of unplatted land out of Block AK Section 4

on Lot(s): — **Block(s):** —

Subdivision: — **Address:** South of 130th St, West of Indiana Ave

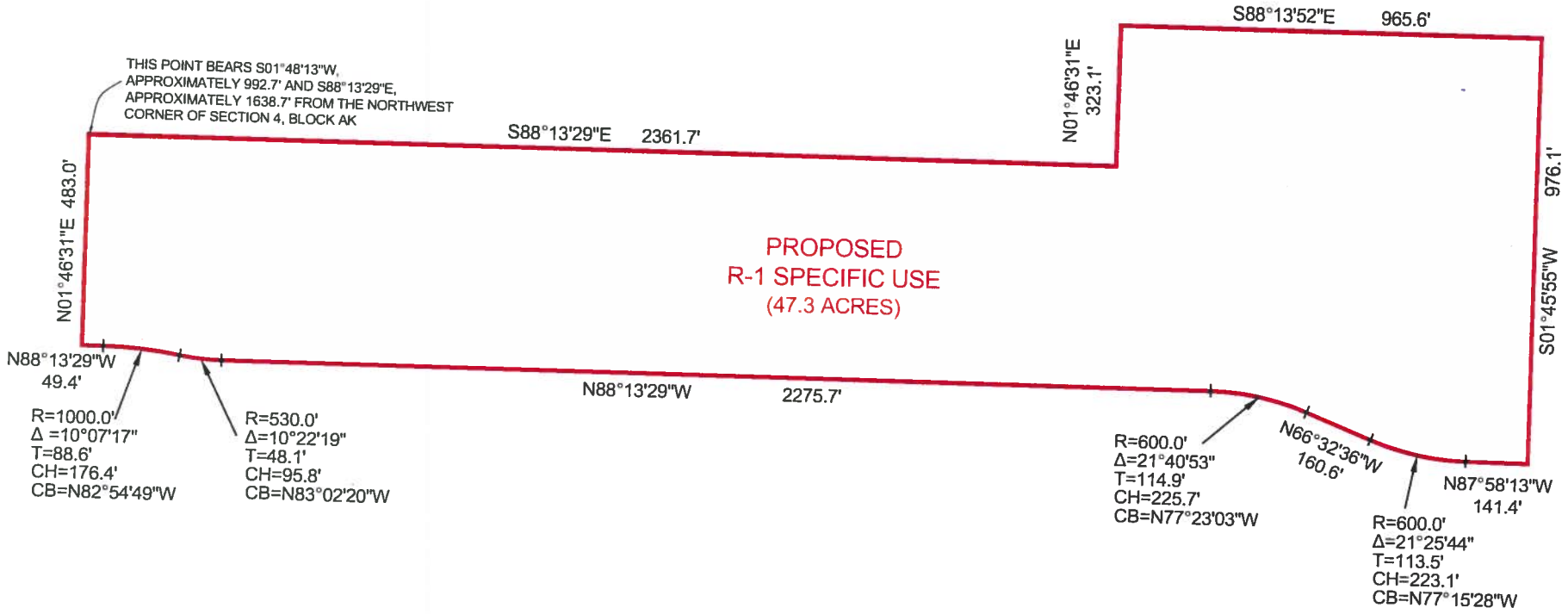
SR



PROPOSED ZONING LOCATED IN SECTION 4, BLOCK AK

FORD DEVELOPMENT

HUGO REED AND ASSOCIATES, INC.



PROPOSED ZONING LOCATED IN SECTION 4, BLOCK AK

FORD DEVELOPMENT

HUGO REED AND ASSOCIATES, INC.

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

LAND SURVEYORS
CIVIL ENGINEERS

PROPOSED R-1 SPECIFIC USE ZONING

METES AND BOUNDS DESCRIPTION of a tract of land located in Section 4, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Northwest corner of this tract, which bears S. 01°48'13" W. an approximate distance of 992.7 feet and S. 88°13'29" E. an approximate distance of 1638.7 feet from the Northwest corner of Section 4, Block AK, Lubbock County, Texas;

THENCE S. 88°13'29" E. an approximate distance of 2361.7 feet to a point for a corner of this tract;

THENCE N. 01°46'31" E. an approximate distance of 323.1 feet to a point for a corner of this tract;

THENCE S. 88°13'52" E. an approximate distance of 965.6 feet to a point for the Northeast corner of this tract;

THENCE S. 01°45'55" W. an approximate distance of 976.1 feet to a point for the Southeast corner of this tract;

THENCE N. 87°58'13" W. an approximate distance of 141.4 feet to a point of curvature;

THENCE Northwesterly, along a curve to the right, said curve having a radius of approximately 600.0 feet, a central angle of 21°25'44", approximate tangent lengths of 113.5 feet, a chord distance of approximately 223.1 feet and a chord bearing of N. 77°15'28" W. to a point of tangency;

THENCE N. 66°32'36" W. an approximate distance of 160.6 feet to a point of curvature;

THENCE Northwesterly, around a curve to the left, said curve having a radius of approximately 600.0 feet, a central angle of 21°40'53", approximate tangent lengths of 114.9 feet, a chord distance of approximately 225.7 feet and a chord bearing of N. 77°23'03" W. to a point of tangency;

THENCE N. 88°13'29" W. an approximate distance of 2275.7 feet to a point of curvature;

THENCE Northwesterly, around a curve to the right, said curve having a radius of approximately 530.0 feet, a central angle of 10°22'19", approximate tangent lengths of 48.1 feet, a chord distance of approximately 95.8 feet and a chord bearing of N. 83°02'20" W. to a point of reverse curvature;

THENCE Northwesterly, along a curve to the left, said curve having a radius of approximately 1000.0 feet, a central angle of 10°07'17", approximate tangent lengths of 88.6 feet, a chord distance of approximately 176.4 feet and a chord bearing of N. 82°54'49" W. to a point of tangency;

THENCE N. 88°13'29" W. an approximate distance of 49.4 feet to a point for the Southwest corner of this tract;

THENCE N. 01°46'31" E. an approximate a distance of 483.0 feet to the Point of Beginning.

Contains: Approximately 47.3 Acres

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPESENT A SURVEY.

Regular City Council Meeting **5. 25.**

Meeting Date: 09/11/2014

Information

Agenda Item

Resolution - Municipal Court: Consider a resolution authorizing the Mayor to execute a contract 11102, an Interlocal Agreement between the City of Lubbock, Lubbock Independent School District (LISD), and Lubbock County to approve continued funding of the Specialized Treatment and Rehabilitation (S.T.A.R.) Program for FY 2014-15.

Item Summary

The STAR Program provides regimented discipline and education for children from ages 11 to 16 who demonstrate adverse behavior in school or commit Class C misdemeanors. Children are referred to STAR from L.I.S.D., Municipal Court, and Lubbock County Justice of the Peace courts.

The City, L.I.S.D., and Lubbock County each will contribute $165,709 to the program.

Fiscal Impact

The City of Lubbock's portion of the STAR budget for FY 2014-15 is $165,709. This funding amount is included in the Proposed Municipal Court General Fund budget, subject to pending approval by the City Council.

Staff/Board Recommending

Robert A. Doty, Presiding Judge of Municipal Court

Attachments

Resolution & Agreement - STAR Program

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock an Interlocal Agreement for the Specialized Treatment and Rehabilitation (STAR) Program and any associated documents with Lubbock Independent School system and Lubbock County for addressing the needs of school children, ages 11-16, whom the Juvenile Justice Center and/or a court have determined would benefit from placement in a program that combines education with a regimented discipline with Lubbock Independent School System and Lubbock County, a copy of which Interlocal Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council this _____ day of _____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Robert Doty, Municipal Judge

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

STAR Prog.res14
8.11.14

STATE OF TEXAS)(

COUNTY OF LUBBOCK)(

INTER-LOCAL AGREEMENT

SPECIALIZED TREATMENT AND REHABILITATION PROGRAM (STAR) FOR FISCAL YEAR 2014-2015

This Inter-Local Agreement (Agreement), is made and entered into pursuant to the Inter-Local Cooperation Act (Chapter 791, Government Code), by and among LUBBOCK INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "LISD", the CITY OF LUBBOCK, hereinafter referred to as "CITY", and COUNTY OF LUBBOCK through the LUBBOCK COUNTY JUVENILE JUSTICE CENTER, hereinafter referred to as "COUNTY".

WHEREAS, the SPECIALIZED TREATMENT AND REHABILITATION project, hereinafter referred to as "STAR", is a cooperative venture between LISD, CITY, and COUNTY that will address the needs of school children, ages 11-17, who have committed offenses agreed upon by all parties, and whom the Lubbock County Juvenile Justice Center and/or the court has determined would benefit from placement in a program that combines education with a regimented discipline.

WHEREAS, LISD will provide the education component of STAR II, III, and IV.

WHEREAS, COUNTY will provide: (1) the regimented drill and exercise and; (2) some counseling and; (3) probation supervision to portions of the STAR program.

WITNESSETH:

I.
TERM

1.1 Term. Regardless of the date of execution, the term of this contract is for a period of one (1) year commencing on October 1, 2014, and ending on September 30, 2015.

1.2 Option to Renew. The parties have the option to renew this contract for three (3) successive one-year-terms, if thirty (30) days prior to the end of the term, the parties agree in writing to renew the contract.

II.
CONSIDERATION

2.1 The CITY, LISD, and the COUNTY each will contribute **ONE HUNDRED SEVENTY THOUSAND, SIX HUNDRED FORTY FIVE DOLLARS ($170,645)**. Each party paying for the performance of governmental functions or services hereunder must make those payments from current revenues available to the paying party as required by Section 791.011 of the Texas Government Code.

2.2 In addition to the funding described in 2.1. herein above, LISD will provide offices for the Juvenile Supervision Officers, classrooms for instructions, the field on which the students will drill,

and exercise (a gym will be used during days of inclement weather), showers for the students before school and at the end of the day, and the meals for the students.

2.3 The COUNTY will provide travel and training for the Juvenile Supervision Officers assigned to the project, and arrange for court hearings for placement of the students into the program.

2.4. The COUNTY will provide quarterly reports to the LISD and the CITY regarding progress of the program, expenditures, and a census of students enrolled and dismissed during the quarter.

2.5. As subdivisions of the State of Texas, CITY, COUNTY, AND LISD are exempt under the Internal Revenue Code Section 170 (b)(A)(iii).

2.6. Positions to be funded by this Agreement, with the funds being deposited and dispersed by the COUNTY, include a Supervisor, a Assistant Supervisor, and seven Juvenile Supervision Officers.

2.61 The Supervisor will report to the Director of the Lubbock County Juvenile Justice Center, and serve as the coordinator of the regimented close order drill and exercise portion of the program. The Supervisor will perform duties including, but not limited to the following:

1. Assure that all participants have had physical examinations, and have been cleared by a physician for participation in the program;

2. Assure exercises and regimented drill activities are appropriate for age and maturity level of participants;

3. Serve as the liaison among CITY, COUNTY, and LISD, on matters related to the STAR Program;

4. Supervise and evaluate performance of Juvenile Supervision Officer;

5. Provide to assigned probation officer progress reports on program participants;

6. Maintain data necessary for evaluative purposes;

7. Provide quarterly reports that include: number of juveniles enrolled in STAR III and IV Programs; number and type of criminal offenses committed by each juvenile prior to enrollment in STAR III and IV Program; criminal offenses committed by juveniles during STAR III and IV Programs participation; number and type of any criminal offense committed by a juvenile six months after completing the STAR Program.

8. Perform other duties as they are assigned by the Director of the Lubbock County Juvenile Justice Center.

2.62 The Assistant Supervisor and Juvenile Supervision Officer will perform duties including, but not limited to the following:

1. Assure exercises and regimented drill activities are appropriate for age and maturity

level of participants;

2. Provide to assigned probation officer, progress reports on program participants;

3. Maintain data necessary for evaluative purposes;

4. Complete attendance reports on all individuals assigned to program;

5. Develop standards of behavior expected of the program participants;

6. Perform other duties as they are assigned by the Supervisor.

III.
METHODOLOGY

A child's placement into the program occurs as a condition of probation, or upon a referral from LISD, Justice of the Peace Court, and/or the Municipal Court.

3.1 Condition of probation. The court may require participation in the STAR Program as a condition of probation.

3.11 Referral from LISD. Referrals will be made to the STAR Program by principals, or their designees, from Junior High and High Schools in LISD, and Project Intercept Unit II. With the approval of the Supervisor, a student will be eligible for the STAR Program if the child demonstrates adverse behavior in school, and school officials deem it in the best interest of the child to participate in the program.

3.12 Referrals from Justice of the Peace and Municipal Courts. Referrals may be made to the STAR Program by Justice of the Peace and Municipal Court Judges. Those juvenile offenders who have been found to have committed Class C misdemeanors, as specified in the Texas Penal Code, may be eligible for participation in the STAR Program as part of a disposition imposed by the court.

3.2 Physical examination. Prior to starting the STAR Program, students must have a physical examination, at the student's expense, to determine the physical fitness of the student. The physical examination must be performed by a licensed physician. In addition, female students must undergo a pregnancy examination prior to participation in the STAR Program. Those testing positive will not be considered for admittance to STAR.

3.3 Each participant in the STAR Program will be required to report to school at a time designated by the Supervisor. The parents of children placed in the program as a condition of probation will be ordered by the court to transport the child to and from the STAR Program. Children placed in to the program by LISD will be transported to and from the program by their parents.

3.31 During weekdays, the student will participate in the close order drill and exercise portion of STAR Program which occurs at Project Intercept II before and after school. Students from LISD enrolled in STAR IV, who are court ordered to participate, will receive their class room instruction in Project Intercept II.

3.32 On non-school days (Saturdays, Sundays, and possibly some holidays) children may perform

community service work as designated, or instructed by the Supervisor.

3.4 Once the court ordered participant has completed the STAR Program, the Supervisor and assigned probation officer will meet with the child and his/her parents to determine a supervision plan for the remainder of the period of probation. LISD and COUNTY representatives will continue to work with the child to assist the child in maintaining the self-discipline and appropriate behaviors learned during the twelve week aftercare program.

Parents will be encouraged to participate in the programming provided by COUNTY and/or LISD which includes classes on parenting, communications, etc.

IV.
TERMINATION

4.1 This Agreement may be terminated by mutual agreement of LISD, CITY, AND COUNTY, at any time upon the giving of a thirty (30) day written notice of intent to terminate. Mutual agreement is defined as parties consenting in writing to the unconditional dissolution of the Inter-Local Agreement. All notices shall be in writing and sent by registered or certified mail addressed as follows:

TO LISD:
Superintendent
LUBBOCK INDEPENDENT SCHOOL DISTRICT
1628 19th Street
Lubbock, Texas 79401

TO CITY:
City Manager
CITY OF LUBBOCK
1625 13th Street
Lubbock, Texas 79401

TO COUNTY:
County Judge
LUBBOCK COUNTY COURTHOUSE
P.O. Box 10536
Lubbock, Texas 79408

V.
VENUE

5.1 Venue will be in Lubbock, Lubbock County, Texas.

LUBBOCK INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Berhl Robertson, Superintendent

Date: 7/17/14

CITY OF LUBBOCK

By: _____
Glen Robertson, Mayor

Attest:

Date: _____

_____
Rebecca Garza, City Secretary

LUBBOCK COUNTY

By: _____
Thomas V. Head, County Judge

Date: _____

LUBBOCK COUNTY JUVENILE BOARD

By: _____
Juvenile Board Chair

Date: 6/16/2014

Approved as to form:

_____
Cori Long
Civil Division,
Lubbock County District Attorney's Office

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

Meeting Date: 09/11/2014

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Conduct a public hearing and consider a petition for annexation from SWLLD, LLC to annex a parcel approximately 206 acres adjacent to the city limits south of 130th Street (FM 1585) west of Frankford Avenue.

Item Summary

The petition was submitted to the Planning Department in proper form on August 12, 2014. The City Council has 30 days to consider the petition under State law. Should the request be considered in the affirmative and the City Council so directs, staff will schedule a public hearing for the next available City Council meeting.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - 130th and Frankford

Annexation Petition - 130th and Frankford

Aerial Map

Graphic Map

RESOLUTION

WHEREAS, the owners of 206 acres of real property further described in Exhibit A attached hereto located in Section 9, Block AK, Lubbock County, Texas have filed a petition requesting annexation of said property with the City of Lubbock on the 12th day of August, 2014; and

WHEREAS, the City Council has heard arguments for and against the requested annexation at a meeting conducted on the 11th day of September, 2014; and

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interest of the citizens of the City of Lubbock to grant said Petition for Annexation;
NOW THEREFORE:

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

THAT, pursuant to Section 43.028 of the Local Government Code, the City of Lubbock hereby grants the Petition for Annexation attached hereto as Exhibit A, which is incorporated herein and made a part hereof for all intents and purposes.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

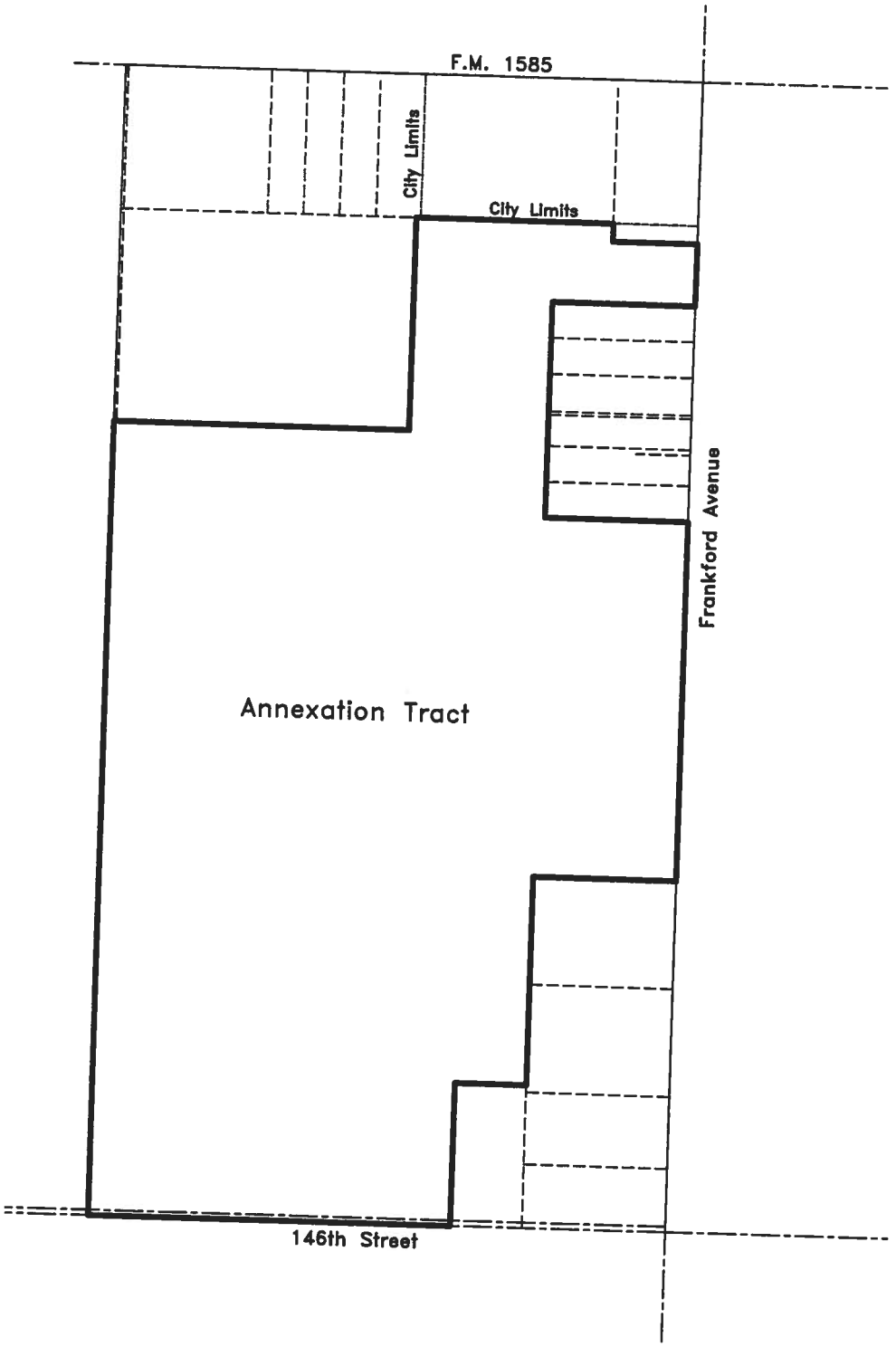
_____
Drew Paxton, Director of Planning

APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

vw:ccdocs/RES.Annexation Request-Payne
August 29, 20214

Annexation Map Section 9, Block AK
F.M. 1585 and Frankford Avenue



August 7, 2014

Scale 1" = 800'

ABACUS ENGINEERING SURVEYING
2737 81st Street
LUBBOCK, TEXAS
Count on It
806-745-7670
TEXAS SURVEYING FIRM NO. 101153-00
TEXAS ENGINEERING FIRM NO. 4368

S:\COORDINATES\SECTIONBLOCK\Block AK\SECTION 9\APRIL2013\Section9BlockAK(Payne)4.dwg, 8/8/2014 8:25:48 AM, SHARP MX-2300N PCL6

PETITION FOR VOLUNTARY ANNEXATION

TO: The Mayor and Governing Body of the City of Lubbock, Texas

The undersigned owners of the hereinafter described tract of land which is vacant or without residents, or on which less than three (3) qualified voters reside, hereby petition the City Council to extend the present City limits in the manner prescribed by the Local Government Code, Section 43-028, so as to include and annex as a part of the City of Lubbock, Texas, the property described by metes and bounds on the attached Exhibit "A", which is incorporated herein for all purposes. We certify that this Petition is signed and acknowledged by each and every person or corporation owning said land or having an interest in any part thereof.

SWLLD, LLC

By: _____
Thomas K. Payne, Manager

First Bank & Trust

By: _____

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 4 day of August, 2014, by Thomas K. Payne on behalf of SWLLD, LLC.

MEGAN MORAN NOTARY PUBLIC STATE OF TEXAS EXPIRES 12-12-2017

_____
Notary Public in and for
The State of Texas
My Commission Expires: 12-12-17

STATE OF TEXAS

COUNTY OF LUBBOCK

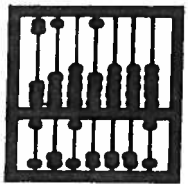
This instrument was acknowledged before me on the 4 day of August, 2014, by Marilyn Dixon, VP on behalf of First Bank & Trust.

MEGAN MORAN NOTARY PUBLIC STATE OF TEXAS EXPIRES 12-12-2017

_____
Notary Public in and for
The State of Texas
My Commission Expires: 12-12-17

ABACUS ENGINEERING SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670



"Count on it"

FIELD NOTES on a 206 Acre Tract out of the East Half (E/2) of Section 9, Block AK, Lubbock County, Texas further described by metes and bounds as follows:

BEGINNING at a point in the center of County Road 1800 (Frankford Avenue) for the most Easterly Northeast corner of this tract having Texas North Central Zone coordinates of North: 7236355.94, East: 919878.39 from which a railroad spike accepted as the Northeast corner of Section 9 having Texas North Central Zone coordinates of North:7237098.85, East:919902.84 bears N 01°53'08" E(Texas North Central Zone Bearing Basis), 743.51 feet;

THENCE S 01°53'08" W, with the East line of Section 9 and the center of County Road 1800, a distance of 284.85 feet to the Northeast corner of the tract described as Tract One in Volume 3244, Page 193, Lubbock County Real Property Records (LCRPR);

THENCE N 88°07'46" W, along the North line of said Tract One, and the North line of the tract described as Tract Two in Volume 3244, Page 193, LCRPR, at 50.08 feet pass a found 1/2" rod, in all, 660.22 feet to a found 5/8" iron pipe for the Northwest corner of said Tract Two and a corner of this tract;

THENCE S 01°47'49" W, along the West line of said Tract Two, 165.14 feet to a found 1/2" rod for the Southwest corner of said Tract Two;

THENCE S 01° 54' 18" W, along the West line of the tract described in Lubbock County Clerk File # 2012034971, 164.80 feet to a found 1/2" rod for the Southwest corner of the tract described in County Clerk File # 2012034791 and the Northwest corner of the tract described in Volume 10381, Page 348, Lubbock County Official Public Records (LCOPR) for a corner of this tract;

THENCE S 01° 55' 25" W, along the West line of the tracts described in Volume 10381, Page 348, LCOPR, Volume 1982, Page 471, Lubbock County Deed Records (LCDR), Volume 4905, Page 96, LCRPR, and Volume 9215, Page 202, LCOPR, 659.98 feet to a found 1/2" rod with cap (Telford) for the Southwest corner of the tract described in Volume 9215, Page 202, LCOPR and a corner of this tract;

THENCE S 88°07'02" E, with the South line of the tract described in Volume 9215, Page 202, LCOPR at 610.16 feet pass a found 1/2" square pipe, in all 660.46 feet to a point in the East line of Section 9 and the center of County Road 1800 for a corner of this tract;

THENCE S 01°53'08" W, with the East line of Section 9 and County Road 1800, a distance of 1650.17 feet to the Northeast corner of the tract described in Volume 1361, Page 519, LCDR for a corner of this tract;

THENCE N 88°06'47" W, with the North line of the tract described in Volume 1361, Page 519, LCDR, at 47.2 feet pass a steel post, at 50.22 feet pass a found 1/2" iron rod, in all 660.18 feet to a found 1/2" iron rod at the Northwest corner of the tract described in Volume 1361, Page 519, LCDR and a corner of this tract;

THENCE S 01°52'42" W, with the West line of the tracts described in Volume 1361, Page 519, LCDR, and Volume 1642, Page 788, LCDR, 957.57 feet to a set 1/2" rod with stainless steel cap at the Northeast corner of the tract described as TRACT 3 in Volume 4819, Page 269 LCRPR for a corner of this tract;

THENCE N 88°06'43" W, with the North line of the tracts described in Volume 4819, Page 269 LCRPR, 329.93 feet to a found railroad spike for the Northwest corner of the tract described as TRACT 1 in in Volume 4819, Page 269 LCRPR for a corner of this tract;

THENCE S 01°53'35" W, at 631.71 feet pass a set 1/2" rod with stainless steel cap, in all 656.71 feet to a point in the South line of Section 9 whence a found 3/8" rod bears South 4.2 feet;

THENCE N 88°18'08" W, with the South line of Section 9 and a graded county road, 1659.89 feet to a found 1/2" rod for the Southeast corner of the tract described as Tract II in Volume 9127, Page 100 LCOPR and the Southwest corner of the tract described in Volume 6999, Page 175, LCRPR for the Southwest corner of this tract;

THENCE N 01°50'38" E, along the East line of said Tract II, and the West line of tract described in Volume 6999, Page 175, LCRPR at 25 feet pass a found rod with cap (R.L. Smith), in all 3648.05 feet to a found rod with cap (R.L. Smith) for a corner of this tract;

THENCE S 88°12'27" E, at 12.16 feet pass a found 1/2" rod at the Northeast corner of the tract described in Volume 6999, Page 175, LCRPR and the Southwest corner of the 30 acre tract described in Volume 1739, Page 786, LCDR, in all 1352.34 feet to a found 1/2" rod for the Southeast corner of the 30 acre tract and a corner of this tract;

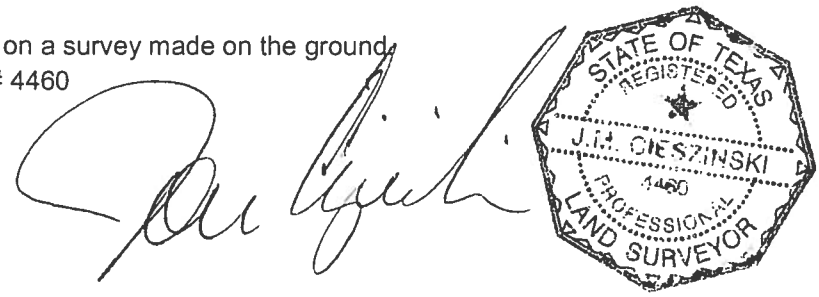
THENCE N 01°52'53" E, 975.62 feet to a found 1/2" rod for the Northeast corner of the 30 acre tract and a corner of this tract;

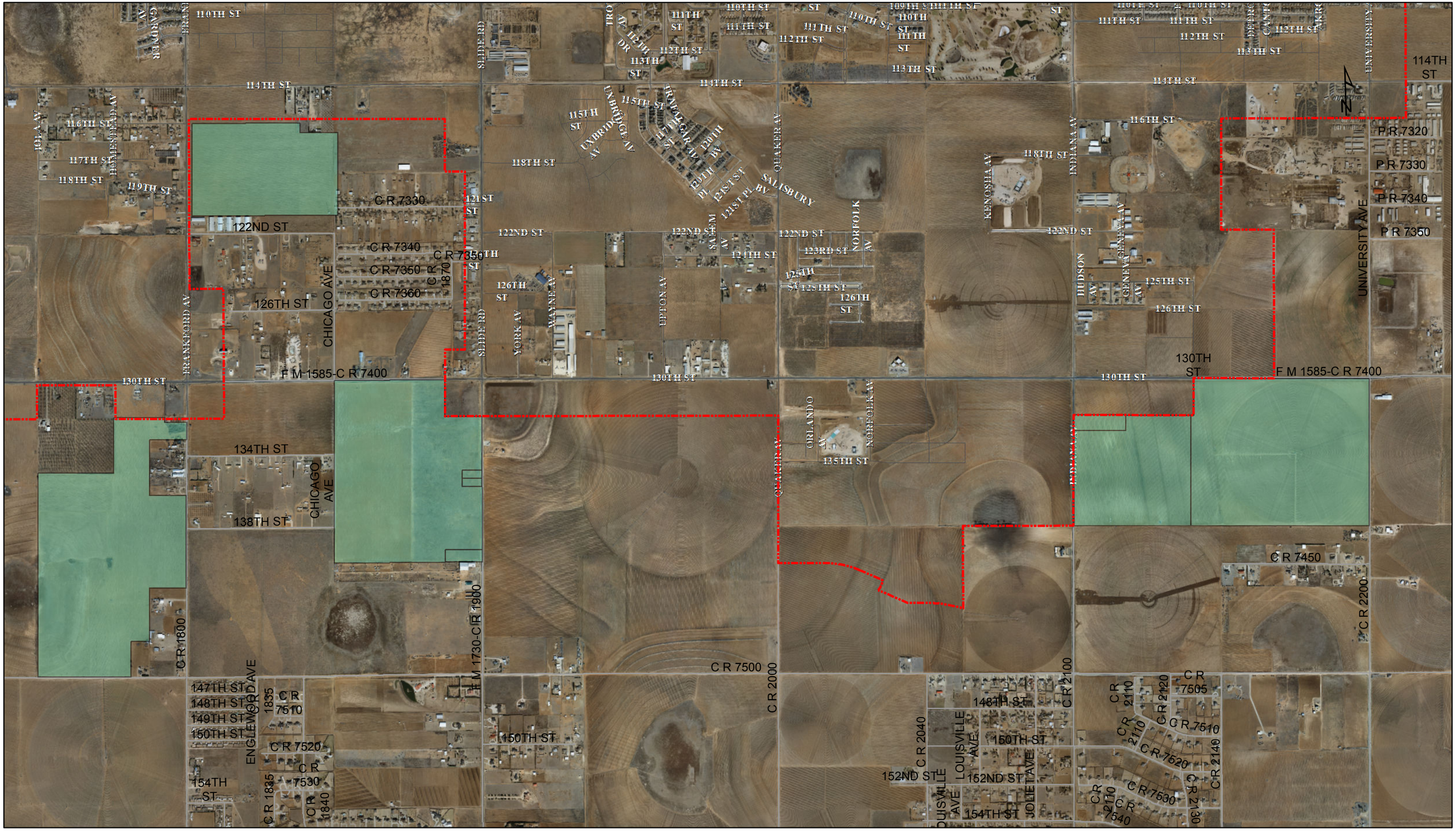
THENCE S 88°12'48" E, with the South line of the tracts described in Volume 1609, Page 691, Volume 1691, Page 697 and Volume 1609, Page 695, LCDR, and 660 feet South of the North line of Section 9, a distance of 910.22 feet to a found 5/8" iron pipe for the Southeast corner of the tract described in Volume 1609, Page 695, LCDR for a corner of this tract;

THENCE S 01°48'11" W, with the West line of the tract described in Lubbock County Clerk File 2009029984, a distance of 83.37 feet to a found 1/2" rod with orange cap marked RPLS 4460 at the Southwest corner of the tract described in Lubbock County Clerk File 2009029984 for a corner of this tract;

THENCE S 88°13'03" E, with the South line of the tract described in Lubbock County Clerk File 2009029984, at 340.01 feet pass a found 1/2" rod with orange cap, in all 390.01 feet to the PLACE of BEGINNING.

These Notes are based on a survey made on the ground.
J. M. Cieszinski RPLS # 4460
May 21, 2013



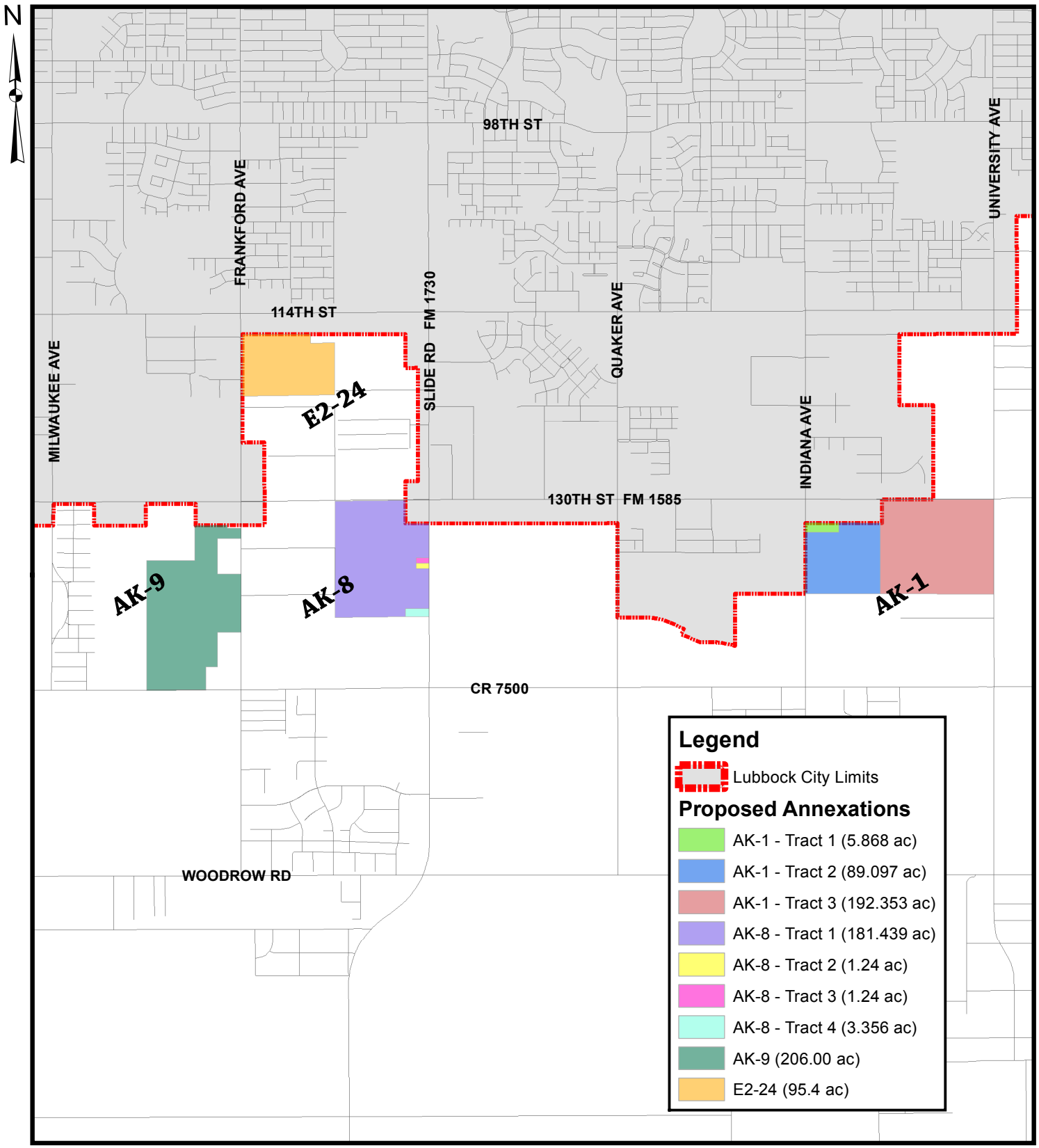


Legend

- Lubbock City Limits
- Proposed Annexation

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.

Proposed Annexations



This data set was created using data obtained from various sources, and created exclusively for the internal use of the City of Lubbock. Portions of the information may be incorrect or not current. Any person or entity who relies on any information obtained from this data set does so at their own risk. Neither the City of Lubbock, Texas, nor any agency, officer, or employee of the City of Lubbock, Texas, warrants the accuracy, reliability, or timeliness of such information. THIS PUBLICATION IS PROVIDED 'AS IS' WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. THE CITY OF LUBBOCK SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RELATED TO THE USE OF THIS PUBLICATION, EVEN IF THE CITY OF LUBBOCK IS ADVISED OF SUCH DAMAGE. BY USING THIS DATA, THE USER AGREES TO BE BOUND BY ALL PARTS OF THIS DISCLAIMER.

City of Lubbock TEXAS

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

Meeting Date: 09/11/2014

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Conduct a public hearing and consider a petition for annexation from 1585 Development, LLC, W.D. Vardeman, Raymond Dean Vardeman, Wendell Keith Vardeman, and Holly Joy Vardeman Schellhase to annex a parcel approximately 287.318 acres adjacent to the City limits south of 130th Street (FM 1585) east of Indiana Avenue.

Item Summary

The petition was submitted to the Planning Department in proper form on August 12, 2014. The City Council has 30 days to consider the petition under State law. Should the request be considered in the affirmative and the City Council so directs, staff will schedule a public hearing for the next available City Council meeting.

This annexation request consists of three separate tracts of vacant land proposed as future development. The overall request is generally bounded by 130th Street on the north, Indiana Avenue on the west, and University Avenue on the east.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - 130th and Indiana Avenue

Annexation Petition - 130th and Indiana Avenue

Annexations 130th and east of Indiana

Aerial Map

Graphic Map

RESOLUTION

WHEREAS, the owners of 287.318 acres of real property further described in Exhibit A attached hereto located in Section 1, Block AK, Lubbock County, Texas have filed a petition requesting annexation of said property with the City of Lubbock on the 12th day of August, 2014; and

WHEREAS, the City Council has heard arguments for and against the requested annexation at a meeting conducted on the 11th day of September, 2014; and

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interest of the citizens of the City of Lubbock to grant said Petition for Annexation;
NOW THEREFORE:

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

THAT, pursuant to Section 43.028 of the Local Government Code, the City of Lubbock hereby grants the Petition for Annexation attached hereto as Exhibit A, which is incorporated herein and made a part hereof for all intents and purposes.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Drew Paxton, Director of Planning

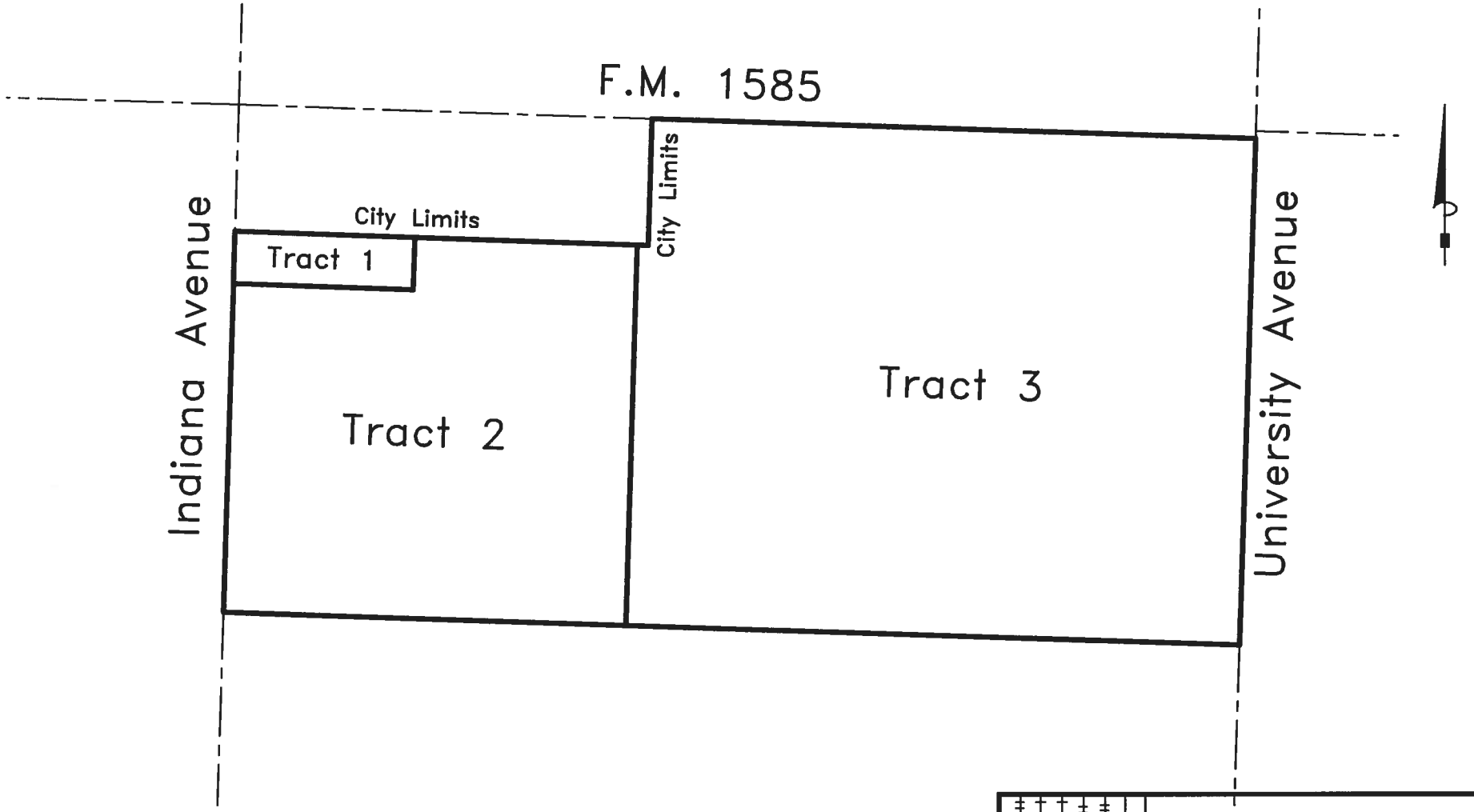
APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

vw:ccdocs/RES.Annexation Request-1585 Development
August 29, 2014

Annexation Key Map

Section 1, Block AK, F.M. 1585 From
University to Indiana



August 7, 2014
Scale: 1"=800'

ABACUS ENGINEERING SURVEYING
2737 81st Street
LUBBOCK, TEXAS
806-745-7670
Count on It

TEXAS SURVEYING FIRM NO. 101153-00
TEXAS ENGINEERING FIRM NO. 4368

S:\COORDINATES\SECTIONBLOCK\Block AK\SECTION 1\North Half Section 1 Block AK.dwg, 8/7/2014 4:13:51 PM, SHARP MX-2300N PCL6

PETITION FOR VOLUNTARY ANNEXATION

TO: The Mayor and Governing Body of the City of Lubbock, Texas

The undersigned owners of the hereinafter described tract of land which is vacant or without residents, or on which less than three (3) qualified voters reside, hereby petition the City Council to extend the present City limits in the manner prescribed by the Local Government Code, Section 43-028, so as to include and annex as a part of the City of Lubbock, Texas, the property described by metes and bounds on the attached Exhibit "A", which is incorporated herein for all purposes. We certify that this Petition is signed and acknowledged by each and every person or corporation owning said land or having an interest in any part thereof.

1585 Development, LLC

By: _____
Thomas K. Payne, Manager

Happy State Bank

By: _____

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 5th day of August, 2014, by Thomas K. Payne on behalf of 1585 Development, LLC.

WHITNEY CRUMP
Notary Public, State of Texas
My Commission Expires
March 08, 2016

Whitney Crump
Notary Public in and for
The State of Texas
My Commission Expires: March 8, 2016

STATE OF TEXAS

COUNTY OF LUBBOCK

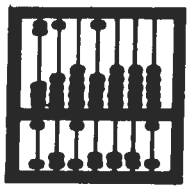
This instrument was acknowledged before me on the 5th day of August, 2014, by Bud Holmes on behalf of Happy State Bank.

WHITNEY CRUMP
Notary Public, State of Texas
My Commission Expires
March 08, 2016

Whitney Crump
Notary Public in and for
The State of Texas
My Commission Expires: March 8, 2016

ABACUS ENGINEERING
SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670



"Count on it"

Tract 2

METES AND BOUNDS description prepared for Annexation purposes only on an 89.097 acre tract out of Section 1, Block AK, Lubbock County, Texas, being further described by metes and bounds as follows:

BEGINNING at a found 1" square pipe accepted as the Southwest corner of the North Half of Section 1 having Texas North Central Zone Coordinates (NAD 83, 2011, Epoch 2010.0000) of North 7234023.08, East 935657.16 for the Southwest corner of this tract;

THENCE N 01°46'06" E(Texas North Central Zone Bearing Basis), with the West line of Section 1 and in Indiana Avenue, 1707.53 feet to the Southwest corner of a 20.027 acre tract;

THENCE S 88°02'16" E, with the South line of the 20.027 acre tract, at 35.92 feet pass a set 1/2" rod with steel cap marked Abacus Engineering RPLS 4460(hereinafter called Abacus Cap), in all 934.00 feet to a set Abacus Cap for a corner of this tract;

THENCE N 01°46'06" E, with the East line of the 20.027 acre tract, 274 feet to the Northerly Northwest corner of this tract;

THENCE S 88°02'16" E, a distance of 1156.45 feet to the Northeast corner of this tract;

THENCE S 01°46'06" W, with the East line of a 106.554 acre tract 1978.55 feet to a set Abacus Cap in the South line of the North Half of Section 1 for the Southeast corner of this tract;

THENCE N 88°07'10" W, with the South line of the North Half of Section 1, a distance of 2090.44 feet to the PLACE of BEGINNING and containing 89.097 acres.

PREPARED FOR ANNEXATION PURPOSES ONLY, DOES NOT REPRESENT AN ACTUAL SURVEY.

PETITION FOR VOLUNTARY ANNEXATION

TO: The Mayor and Governing Body of the City of Lubbock, Texas

The undersigned owners of the hereinafter described tract of land which is vacant or without residents, or on which less than three (3) qualified voters reside, hereby petition the City Council to extend the present City limits in the manner prescribed by the Local Government Code, Section 43-028, so as to include and annex as a part of the City of Lubbock, Texas, the property described by metes and bounds on the attached Exhibit "A", which is incorporated herein for all purposes. We certify that this Petition is signed and acknowledged by each and every person or corporation owning said land or having an interest in any part thereof.

By: W. D. Vardeman
W. D. Vardeman

By: Raymond Dean Vardeman
Raymond Dean Vardeman

By: Wendell Keith Vardeman
Wendell Keith Vardeman

By: Holly Joy Vardeman Schellhase
Holly Joy Vardeman Schellhase

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 8 day of August, 2014, by W. D. Vardeman.

MEGAN MORAN NOTARY PUBLIC STATE OF TEXAS EXPIRES 12-12-2017

Notary Public in and for
The State of Texas
My Commission Expires: 12-12-17

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 8 day of August, 2014, by Raymond Dean Vardeman.

MEGAN MORAN NOTARY PUBLIC STATE OF TEXAS EXPIRES 12-12-2017

Notary Public in and for
The State of Texas
My Commission Expires: 12-12-17

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 8 day of August, 2014, by Wendell Keith Vardeman.

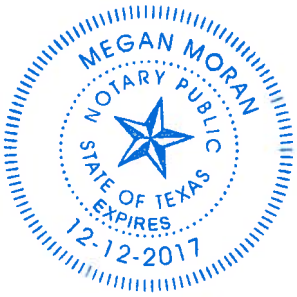


Notary Public in and for
The State of Texas
My Commission Expires: 12-12-17

STATE OF TEXAS

COUNTY OF LUBBOCK

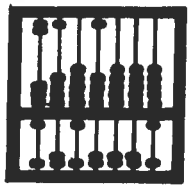
This instrument was acknowledged before me on the 8 day of August, 2014, by Holly Joy Vardeman Schellhase.



Notary Public in and for
The State of Texas
My Commission Expires: 12-12-17

ABACUS ENGINEERING
SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670



"Count on it"

Tract 1

METES AND BOUNDS description prepared for Annexation purposes only on a 5.868 acre tract out of Section 1, Block AK, Lubbock County, Texas, being further described by metes and bounds as follows:

COMMENCING at a found nail and washer(Hugo Reed) in the center of F.M. 1585 and Indiana Avenue accepted as the Northwest corner of Section 1, Block AK having Texas North Central Zone Coordinates (NAD 83, 2011, Epoch 2010.0000) of North 7236662.68, East 935738.64 for the Northwest corner of this tract;

THENCE S 88°02'16" E(Texas North Central Zone Bearing Basis), with the North line of Section 1 and the center of F.M. 1585, a distance of 934.00 feet;

THENCE S 01°46'06" W, with a Westerly line of a 106.669 acre tract at 40 feet pass a set 1/2" rod with steel cap marked Abacus Engineering RPLS 4460, in all 660.00 feet to the Northeast and beginning point of this tract;

THENCE S 01° 46'06" W, a distance of 274 feet, to the Southeast corner of this tract

THENCE N 88°02'16" W, with a Northerly line of the 106.669 acre tract, at 888.08 feet pass a set 1/2" rod with steel cap marked Abacus Engineering RPLS 4460, in all 934.00 feet to the Southwest corner of this tract;

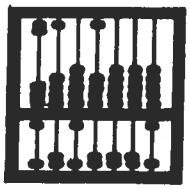
THENCE N 01°46'06" E, with the West line of Section 1 and in Indiana Avenue, 274.00 feet;

THENCE S 88°02'16" E, a distance of 934 feet to the PLACE of BEGINNING containing 5.868 Acres.

PREPARED FOR ANNEXATION PURPOSES ONLY, DOES NOT REPRESENT AN ACTUAL SURVEY.

ABACUS ENGINEERING SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670



"Count on it"

Tract 3

METES & BOUNDS description prepared for Annexation purposes only on a 192.353 acre tract out of Section 1, Block AK, Lubbock County, Texas, being further described by metes and bounds as follows:

BEGINNING at a point in the North line of Section 1 for the Northwest corner of this tract from which a found nail and washer (Hugo Reed) in the center of F.M. 1585 and Indiana Avenue accepted as the Northwest corner of Section 1, Block AK having Texas North Central Zone Coordinates (NAD 83, 2011, Epoch 2010.0000) of North 7236662.68, East 935738.64 bears N 88°02'16" W (Texas North Central Zone Bearing Basis), 2147 feet;

THENCE S 88°02'16" E, with the North line of Section 1 and the center of F.M. 1585, a distance of 3139.98 feet to the Northeast corner of this tract;

THENCE S 01°51'21" W, with the East line of Section 1 and the center of County Road 2200, a distance of 2633.43 feet to a found railroad spike accepted as the Southeast corner of the North Half of Section 1 and the Southeast corner of this tract;

THENCE N 88°07'53" W, with the South line of the North Half of Section 1, at 40 feet pass a set 1/2" rod with steel cap marked Abacus Engineering RPLS 4460, in all a distance of 2641.30 feet;

THENCE N 88°07'10" W, a distance of 551.19 feet;

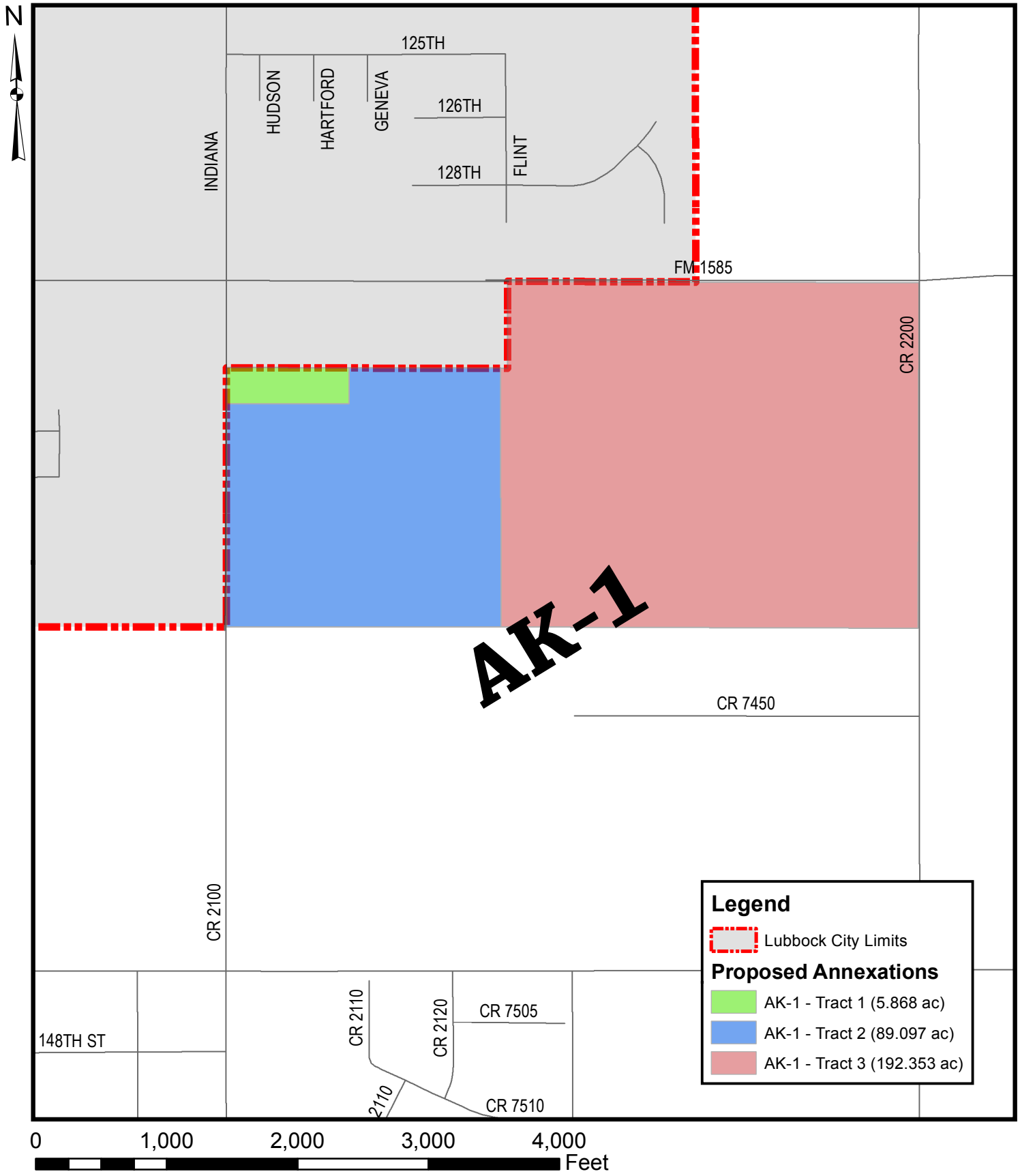
THENCE N 01°46'06" E, a distance of 1978.55 feet;

THENCE S 88°02'16" E, a distance of 56.55 feet;

THENCE N 01°46'06" E, a distance of 660 feet to the PLACE of BEGINNING.

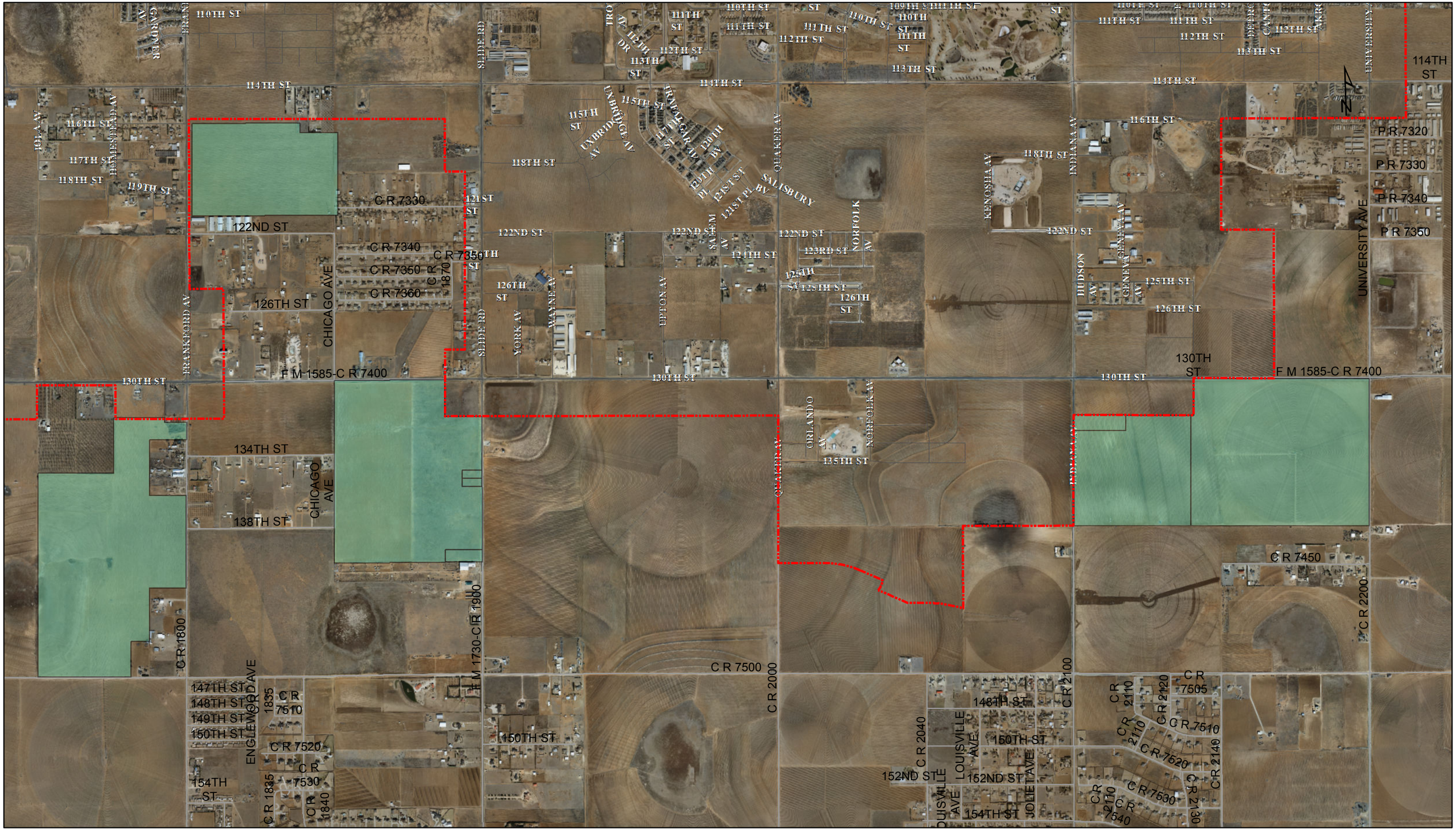
PREPARED FOR ANNEXATION PURPOSES ONLY, DOES NOT REPRESENT AN ACTUAL SURVEY.

Proposed Annexations in Section 1, Block AK



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City of Lubbock TEXAS

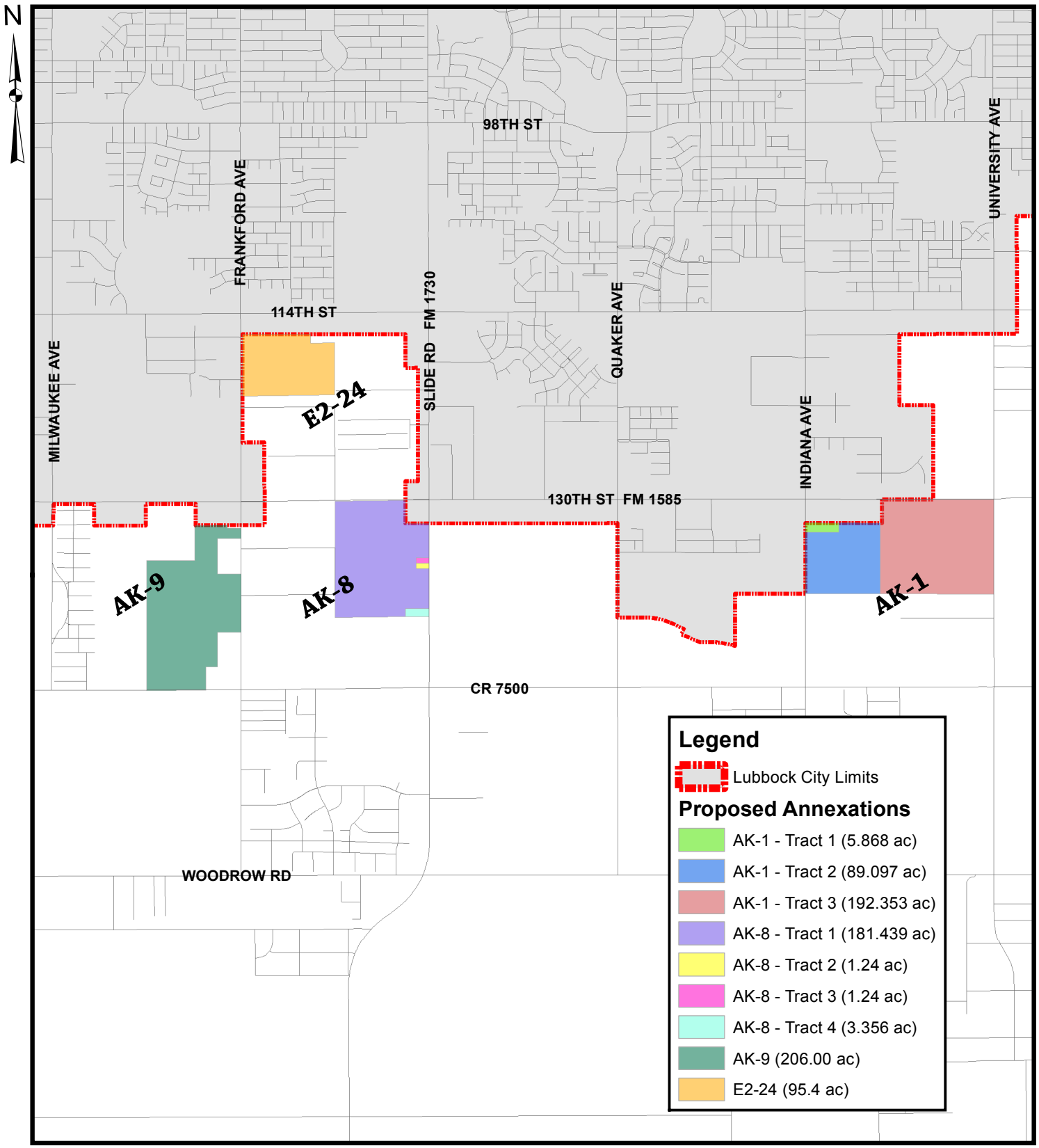


Legend

- Lubbock City Limits
- Proposed Annexation

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.

Proposed Annexations



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City of Lubbock TEXAS

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

Meeting Date: 09/11/2014

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Conduct a public hearing and consider a petition for annexation from Slide & 1585, LLC, Capricho Interiors, LLC, JJ Miller Enterprises, LLC, and Cash Register Services, Inc, to annex a parcel approximately 187.275 acres adjacent to the city limits south of 130th Street (FM 1585) west of Slide Road (FM 1730).

Item Summary

The petition was submitted to the Planning Department in proper form on August 12, 2014. The City Council has 30 days to consider the petition under State law. Should the request be considered in the affirmative and the City Council so directs, staff will schedule a public hearing for the next available City Council meeting.

This requests consists of four separate parcels. The large tract containing about 181 acres of vacant land. The remaining three tracts contain existing businesses that are requesting to be annexed alongside the vacant land for future development.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - 130th Street and Slide Road

Annexation Petition - 130th Street and Slide Road

Annexations 130th west of Slide Rd.

Aerial Map

Graphic Map

RESOLUTION

WHEREAS, the owners of 187.275 acres of real property further described in Exhibit A attached hereto located in Section 8, Block AK, Lubbock County, Texas have filed a petition requesting annexation of said property with the City of Lubbock on the 12th day of August, 2014, and

WHEREAS, the City Council has heard arguments for and against the requested annexation at a meeting conducted on the 11th day of September, 2014; and

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interest of the citizens of the City of Lubbock to grant said Petition for Annexation;
NOW THEREFORE:

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

THAT, pursuant to Section 43.028 of the Local Government Code, the City of Lubbock hereby grants the Petition for Annexation attached hereto as Exhibit A, which is incorporated herein and made a part hereof for all intents and purposes.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

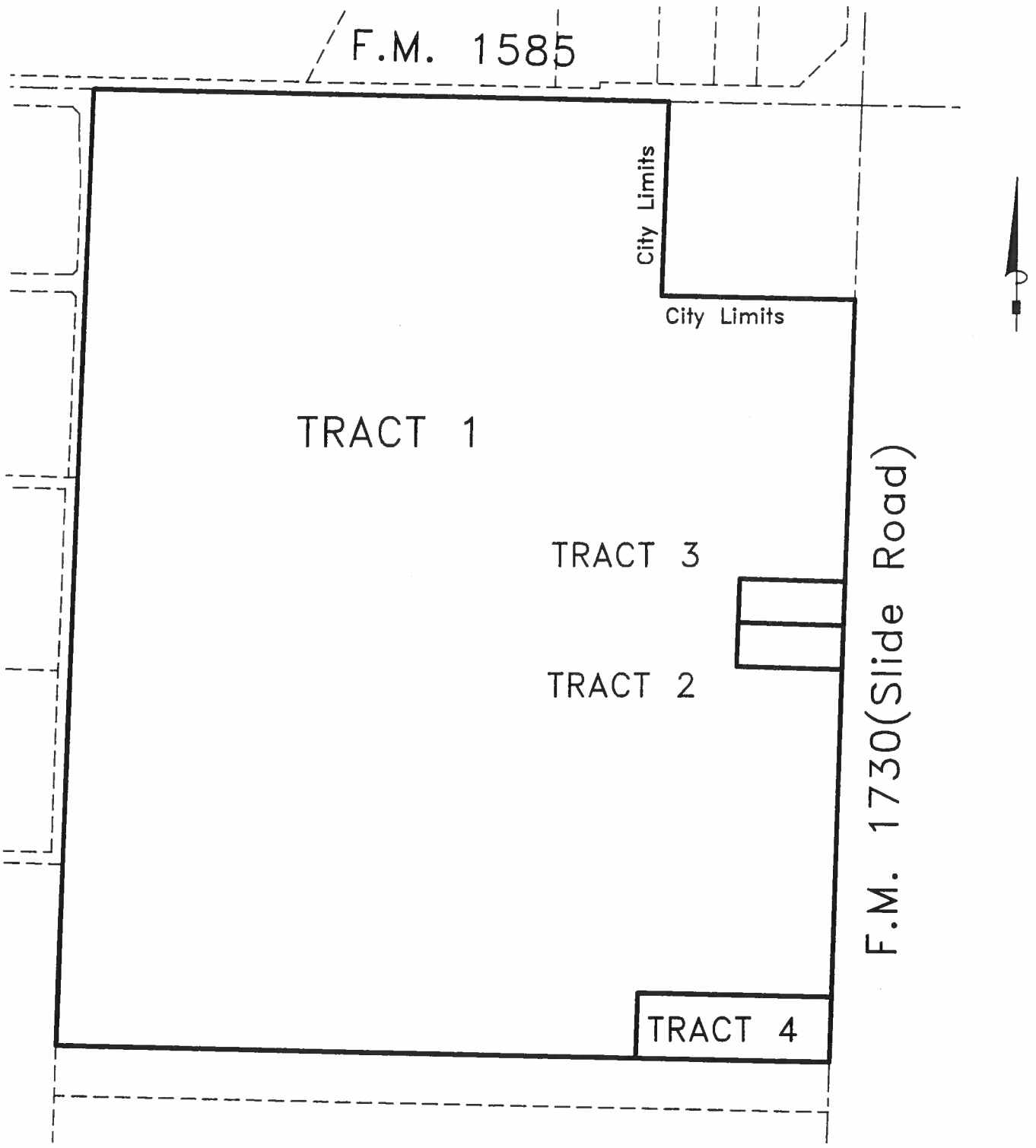
_____
Drew Paxton, Director of Planning

APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

vw:ccdocs/RES.Annexation Request-Payne[2]
August 29, 2014

Annexation Key Section 8, Block AK
F.M. 1585 and Slide Road



August 7, 2014
Scale 1" = 500'

ABACUS ENGINEERING SURVEYING
2737 81st Street
LUBBOCK, TEXAS
806-745-7670
Count on It
TEXAS SURVEYING FIRM NO. 101153-00
TEXAS ENGINEERING FIRM NO. 4368

PETITION FOR VOLUNTARY ANNEXATION

TO: The Mayor and Governing Body of the City of Lubbock, Texas

The undersigned owners of the hereinafter described tract of land which is vacant or without residents, or on which less than three (3) qualified voters reside, hereby petition the City Council to extend the present City limits in the manner prescribed by the Local Government Code, Section 43-028, so as to include and annex as a part of the City of Lubbock, Texas, the property described by metes and bounds on the attached Exhibit "A", which is incorporated herein for all purposes. We certify that this Petition is signed and acknowledged by each and every person or corporation owning said land or having an interest in any part thereof.

Slide & 1585, LLC

By: _____
Thomas K. Payne, Manager

Happy State Bank

By: _____
Jay C House, SVP

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 4th day of August, 2014, by Thomas K. Payne on behalf of Slide & 1585, LLC.

WHITNEY CRUMP
Notary Public, State of Texas
My Commission Expires
March 08, 2016

Whitney Crump
Notary Public in and for
The State of Texas
My Commission Expires: March 8, 2016

STATE OF TEXAS

COUNTY OF LUBBOCK

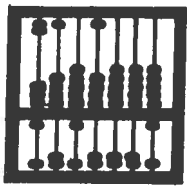
This instrument was acknowledged before me on the 4th day of August, 2014, by Jay House, SVP on behalf of Happy State Bank.

WHITNEY CRUMP
Notary Public, State of Texas
My Commission Expires
March 08, 2016

Whitney Crump
Notary Public in and for
The State of Texas
My Commission Expires: March 8, 2016

ABACUS ENGINEERING SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670



"Count on it"

Tract 1

BEGINNING at the most Easterly Southeast corner of this tract which bears S 01°42'47" W, 3035.54 feet from a the Northeast corner of Section 8, Block AK;

THENCE N 88°50'13" W, 660.09 feet to a corner of this tract;

THENCE S 01°42'48" W, 221.49 feet to a corner of this tract;

THENCE N 88°50'13" W, 1981.04 feet to a corner of this tract;

THENCE N 01°48'18" E, 3257.24 feet to a corner of this tract;

THENCE S 88°50'00" E, 1975.70 feet to a point in the existing city limits for a corner of this tract;

THENCE S 01°42'47" W with the existing city limits line, 660 feet to a corner of this tract;

THENCE S 88°50'00" E with the existing city limits line, 660 feet to a corner of this tract;

THENCE S 01°42'47" W, 959.07 feet to a corner of this tract;

THENCE N 88°17'12" W, 360.00 feet to a corner of this tract;

THENCE S 01°42'47" W, 300.00 feet to a corner of this tract;

THENCE S 88°17'12" E, 360.00 feet to a corner of this tract;

THENCE S 01°42'47" W, 1116.27 feet to the PLACE of BEGINNING, containing 181.439 Acres.

PREPARED FOR ANNEXATION PURPOSES ONLY, DOES NOT REPRESENT AN ACTUAL SURVEY.

PETITION FOR VOLUNTARY ANNEXATION

TO: The Mayor and Governing Body of the City of Lubbock, Texas

The undersigned owners of the hereinafter described tract of land which is vacant or without residents, or on which less than three (3) qualified voters reside, hereby petition the City Council to extend the present City limits in the manner prescribed by the Local Government Code, Section 43-028, so as to include and annex as a part of the City of Lubbock, Texas, the property described by metes and bounds on the attached Exhibit "A", which is incorporated herein for all purposes. We certify that this Petition is signed and acknowledged by each and every person or corporation owning said land or having an interest in any part thereof.

Capricho Interiors, LLC

By: _____
James Blakeley, Manager

By: _____
Maria Blakeley, Manager

Vista Bank

By: _____
Landon Willess, VP

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 6th day of August, 2014, by James and Maria Blakeley on behalf of Capricho Interiors, LLC.

SHAVONNE MARABLE
Notary Public, State of Texas
My Commission Expires
October 31, 2015

_____
Notary Public in and for
The State of Texas
My Commission Expires: 10-31-15

STATE OF TEXAS

COUNTY OF LUBBOCK

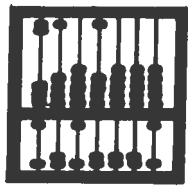
This instrument was acknowledged before me on the 6th day of August, 2014, by Landon Willess on behalf of Vista Bank.

_____
Notary Public in and for
The State of Texas
My Commission Expires: 10-31-15

SHAVONNE MARABLE
Notary Public, State of Texas
My Commission Expires
October 31, 2015

ABACUS ENGINEERING SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670



"Count on it"

Tract 2

FIELD NOTES on a 1.240 Acre Tract out of Section 8, Block AK, Lubbock County, Texas being further described by metes and bounds as follows:

BEGINNING at a point in the East line of Section 8 and in F.M. 1730 (Slide Road) for the Northeast corner of this tract whence a found cotton spindle with head broken off set by Hugo Reed and Associates at the intersection of F.M. 1585 and F.M. 1730 for the Northeast corner of Section 8, Block AK bears N 01°42'50" E (Texas North Central Zone Bearing Basis), 1769.27 feet;

THENCE S 01°42'50" W, with the East line of Section 8 and F.M. 1730, 150.0 feet to a point in F.M. 1730 for the Southeast corner of this tract;

THENCE N 88°17'12" W, at 40.0 feet pass a set 1/2" rod with orange cap marked RPLS 4460 in the West Right of Way line of F.M. 1730, in all 360.0 feet to a set 1/2" rod with orange cap marked RPLS 4460 for the Southwest corner of this tract;

THENCE N 01°42'50" E, 150.0 feet to a set 1/2" rod with orange cap marked RPLS 4460 for the Northwest corner of this tract;

THENCE S 88°17'12" E, at 320.0 feet pass a set 1/2" rod with orange cap marked RPLS 4460 in the West Right of Way line of F.M. 1730, in all 360.0 to the Place of Beginning and containing 1.240 Acres including any Right of Way.

PREPARED FOR ANNEXATION PURPOSES ONLY, DOES NOT REPRESENT AN ACTUAL SURVEY.

PETITION FOR VOLUNTARY ANNEXATION

TO: The Mayor and Governing Body of the City of Lubbock, Texas

The undersigned owners of the hereinafter described tract of land which is vacant or without residents, or on which less than three (3) qualified voters reside, hereby petition the City Council to extend the present City limits in the manner prescribed by the Local Government Code, Section 43-028, so as to include and annex as a part of the City of Lubbock, Texas, the property described by metes and bounds on the attached Exhibit "A", which is incorporated herein for all purposes. We certify that this Petition is signed and acknowledged by each and every person or corporation owning said land or having an interest in any part thereof.

JJ Miller Enterprises, LLC

By: Erica Miller
Erica Miller, Manager

Southwest Bank

By: Jon M. Stephens EVP

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 11th day of August, 2014, by Erica Miller on behalf of JJ Miller Enterprises, LLC.

JANIE LEE STEPHENS
NOTARY PUBLIC
State of Texas
Comm. Exp. 01-20-2016

Janie Lee Stephens
Notary Public in and for
The State of Texas
My Commission Expires: 01-20-2016

STATE OF TEXAS

COUNTY OF LUBBOCK

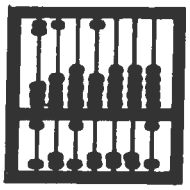
This instrument was acknowledged before me on the 11th day of August, 2014, by Jon M. Stephens on behalf of Southwest Bank.

JANIE LEE STEPHENS
NOTARY PUBLIC
State of Texas
Comm. Exp. 01-20-2016

Janie Lee Stephens
Notary Public in and for
The State of Texas
My Commission Expires: 01-20-2016

ABACUS ENGINEERING SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670



"Count on it"

Tract 3

FIELD NOTES on a 1.240 Acre Tract out of Section 8, Block AK, Lubbock County, Texas being further described by metes and bounds as follows:

BEGINNING at a point in the East line of Section 8 and in F.M. 1730 (Slide Road) for the Northeast corner of this tract whence a found cotton spindle with head broken off set by Hugo Reed and Associates at the intersection of F.M. 1585 and F.M. 1730 for the Northeast corner of Section 8, Block AK bears N 01°42'50" E (Texas North Central Zone Bearing Basis), 1619.27 feet;

THENCE S 01°42'50" W, with the East line of Section 8 and F.M. 1730, 150.0 feet to a point in F.M. 1730 for the Southeast corner of this tract;

THENCE N 88°17'12" W, at 40.0 feet pass a set 1/2" rod with orange cap marked RPLS 4460 in the West Right of Way line of F.M. 1730, in all 360.0 feet to a set 1/2" rod with orange cap marked RPLS 4460 for the Southwest corner of this tract;

THENCE N 01°42'50" E, 150.0 feet to a set 1/2" rod with orange cap marked RPLS 4460 for the Northwest corner of this tract;

THENCE S 88°17'12" E, at 320.0 feet pass a set 1/2" rod with orange cap marked RPLS 4460 in the West Right of Way line of F.M. 1730, in all 360.0 to the Place of Beginning and containing 1.240 Acres including any Right of Way.

PREPARED FOR ANNEXATION PURPOSES ONLY, DOES NOT REPRESENT AN ACTUAL SURVEY.

PETITION FOR VOLUNTARY ANNEXATION

TO: The Mayor and Governing Body of the City of Lubbock, Texas

The undersigned owners of the hereinafter described tract of land which is vacant or without residents, or on which less than three (3) qualified voters reside, hereby petition the City Council to extend the present City limits in the manner prescribed by the Local Government Code, Section 43-028, so as to include and annex as a part of the City of Lubbock, Texas, the property described by metes and bounds on the attached Exhibit "A", which is incorporated herein for all purposes. We certify that this Petition is signed and acknowledged by each and every person or corporation owning said land or having an interest in any part thereof.

Cash Register Services, Inc.

By: _____

First Bank & Trust

By: _____

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 4th day of August, 2014, by Brad Ralston on behalf of Cash Register Services, Inc.

MISTI ANN DUFFEY
Notary Public, State of Texas
My Commission Expires
June 22, 2016

Misti Ann Duffey
Notary Public in and for
The State of Texas
My Commission Expires: 6-22-16

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 4 day of August, 2014, by Marilyn Dixon on behalf of First Bank & Trust

MEGAN MORAN
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
12-12-2017

Notary Public in and for
The State of Texas
My Commission Expires: 12-12-17

ABACUS ENGINEERING
SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670

"Count on it"

Tract 4

BEGINNING at the Southeast corner of this tract which bears S 01°42'47" W, 3257.03 feet from a the Northeast corner of Section 8, Block AK;

THENCE N 88°50'13" W, 660.09 feet to a corner of this tract;

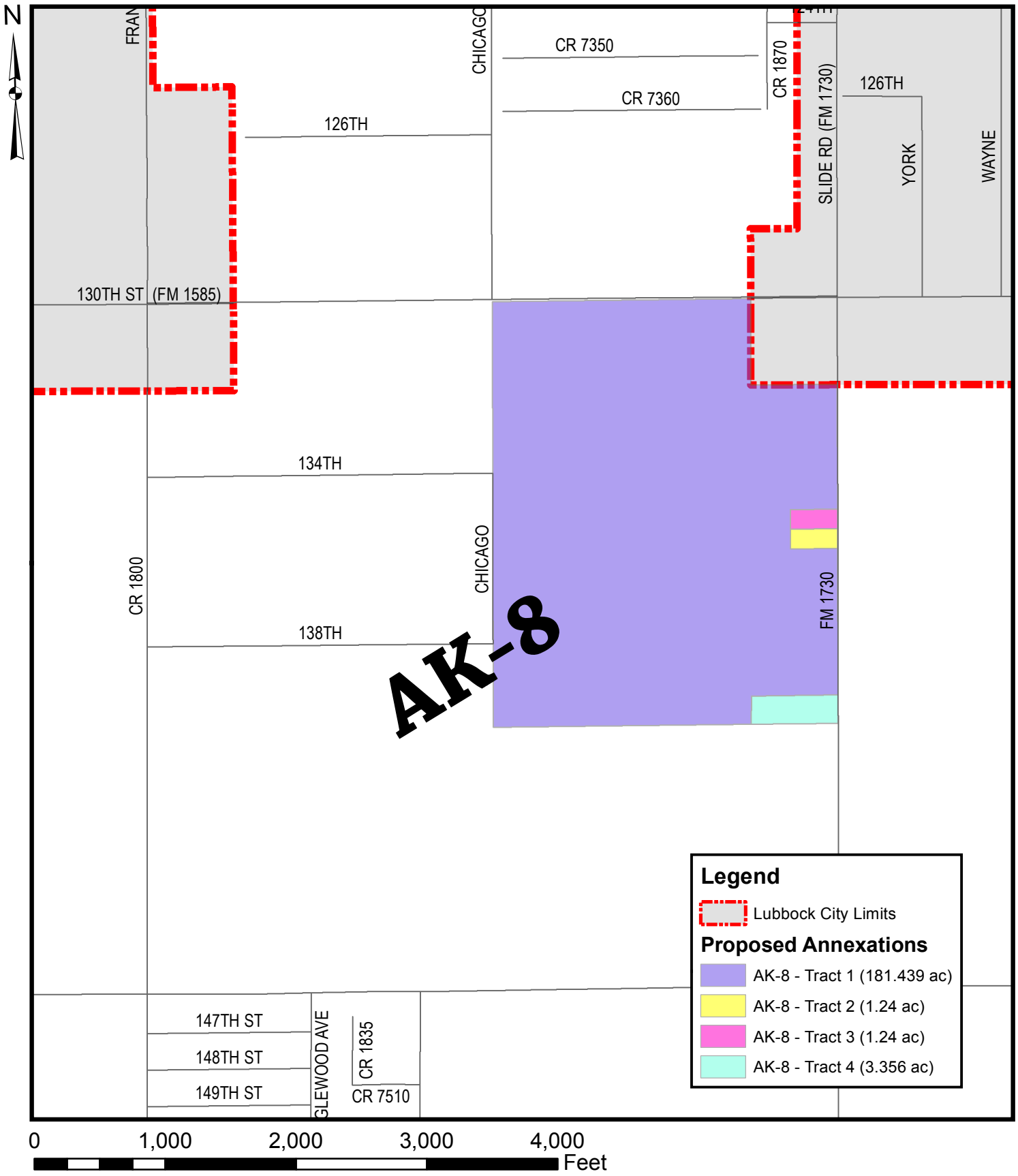
THENCE N 01°42'48" E, 221.49 feet to a corner of this tract;

THENCE S 88°50'13" E, 660.09 feet to a corner of this tract;

THENCE S 01°42'47" W, 221.49 feet to the PLACE of BEGINNING, containing 3.356 Acres.

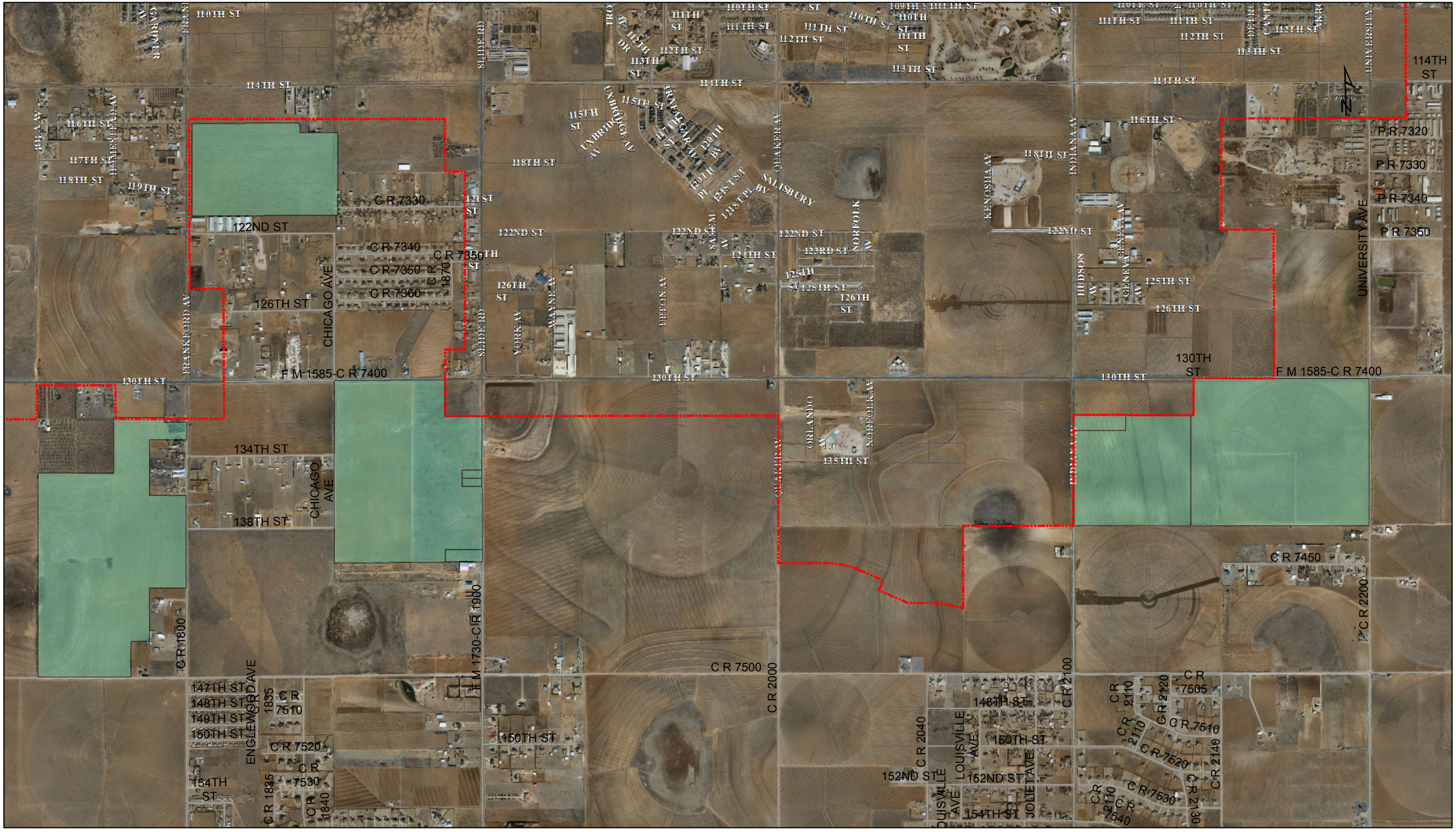
PREPARED FOR ANNEXATION PURPOSES ONLY, DOES NOT REPRESENT AN ACTUAL SURVEY.

Proposed Annexations in Section 8, Block AK



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City of Lubbock TEXAS

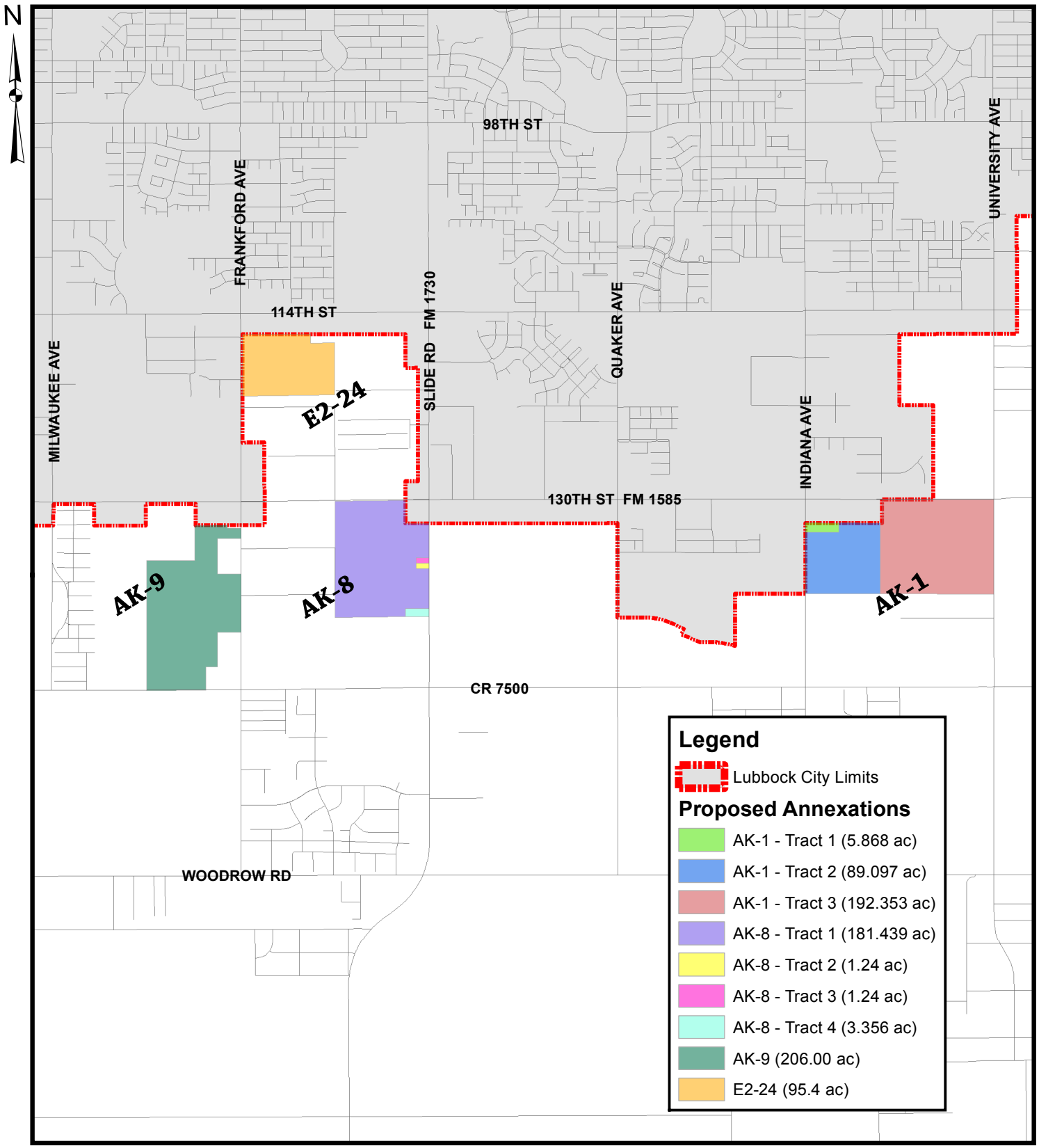


Legend

- Lubbock City Limits
- Proposed Annexation

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.

Proposed Annexations



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City of Lubbock TEXAS

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

Meeting Date: 09/11/2014

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Conduct a public hearing and consider a petition for annexation from George H. McMahan to annex a parcel approximately 95.4 acres adjacent to the city limits south of 114th Street east of Frankford Avenue.

Item Summary

The petition was submitted to the Planning Department in proper form on August 12, 2014. The City Council has 30 days to consider the petition under State law. Should the request be considered in the affirmative and the City Council so directs, staff will schedule a public hearing for the next available City Council meeting.

This is a portion of an approximately 122 acre parcel that is split by the city limit line. The parcel abuts the city limits on two sides, on the west at the right of way line along Frankford Ave and on the north side about 600 feet from 114th Street.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - 114th and Frankford
Annexation Petition - 114th and Frankford
Annexations 114th east of Frankford
Aerial Map
Graphic Map

RESOLUTION

WHEREAS, the owners of 95.4 acres of real property further described in Exhibit A attached hereto located in Section 24, Block E-2, Lubbock County, Texas have filed a petition requesting annexation of said property with the City of Lubbock on the 12th day of August, 2014; and

WHEREAS, the City Council has heard arguments for and against the requested annexation at a meeting conducted on the 11th day of September, 2014; and

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interest of the citizens of the City of Lubbock to grant said Petition for Annexation;
NOW THEREFORE:

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

THAT, pursuant to Section 43.028 of the Local Government Code, the City of Lubbock hereby grants the Petition for Annexation attached hereto as Exhibit A, which is incorporated herein and made a part hereof for all intents and purposes.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Drew Paxton, Director of Planning

APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

vw:ccdocs/RES.Annexation Request-McMahan[2]
August 29, 2014

PETITION FOR VOLUNTARY ANNEXATION

To: The Mayor and Governing Body of the City of Lubbock, Texas

The undersigned owner of the hereinafter described tract of land which is vacant or without residents, or on which less than three (3) qualified voters reside, hereby petition the City Council to extend the present City limits in the manner prescribed by the Local Government Code, Section 43-028, so as to include and annex as a part of the City Of Lubbock, Texas, the property described by metes and bounds on the attached Exhibit "A", which is incorporated herein for all purposes.

The northern approximate 600' frontage along FM 1585 (130th Street) is currently in the City Limits. I am petitioning for the remaining portion included within the described tract of land to be annexed.

I certify that this Petition is signed and acknowledged by each and every person or corporation owning said land or having an interest in any part thereof.

George H. McMahon

T. H. McMahon

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 12 **day of** August, 2014 **by** Amy N. Head **on behalf of**

Amy Nicole Head
Notary Public,
State of Texas
Expires:01-28-2018

Amy N. Head

Notary Public in and for
The State of Texas
My Commission expires: 2018

Field, Manning, Stone,
Hawthorne & Aycock P.C.

T. MIKE FIELD
NEVILL MANNING
STEPHEN J. STONE ▲
SAMUEL J. HAWTHORNE ▲●◆
ROBERT A. (ANDY) AYCOCK
W. J. WADE, JR. ◆
JUDSON PAUL (J. PAUL) MANNING
ANNA MCKIM ■
CARRISSA A. CLEAVINGER
DAX D. VOSS ?

2112 Indiana Avenue, Lubbock, Texas 79410
Phone: 806-792-0810 Fax: 806-792-9148
www.lubbocklawfirm.com

Board Certified by the Texas Board of Legal Specialization in
▲ Estate Planning & Probate Law ✦ Civil Trial Law
● Tax Law ■ Family Law
? Consumer and Commercial Law
◆ Also Licensed in New Mexico
☐ Also Licensed in Illinois

KIMBERLY MILLER
TYSCOTT HAMM ◆
LEVI T. SIEBENLIST
JOSH ROGERS ☐
CUI ROMO

Of Counsel:
BILL HARRIGER✦

Writer's Email
mfield@lubbocklawfirm.com

July 8, 2014

City of Lubbock
Attn: Mayor and Governing Body
1625 13th Street
P.O. Box 2000
Lubbock, Texas 79457-0001

RE: Annexation to the City of Lubbock

Dear Sirs:

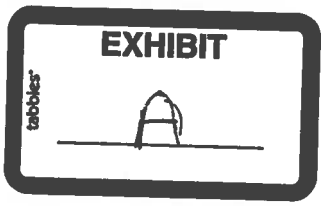
Attached to this letter is the legal description of an approximate 122.464 acre tract of land which I have been asked to examine ownership of in connection with a Petition for Voluntary Annexation being applied for as to this piece of property. After reviewing the applicable Official Real Property Records, I hereby find that the tract of land attached on Exhibit "A", is owned by George H. McMahan and no others. Should you need anything additional, please contact the undersigned.

Very truly yours,

T. Mike Field

TMF/cas

Enclosure



Metes and Bounds description on a 122.464 acre tract of land out of the Northwest Quarter of Section 24, Block E-2, Lubbock County, Texas and being the remaining portion of a tract of land conveyed to James Lewis Savell and Ina Mae Hardin Savell as described in Volume 6902, Page 142 of the Real Property Records of Lubbock County, Texas, said 122.464 acre tract of land being more particularly described as follows:

BEGINNING at a concrete nail with cap found on the West line of said Section 24 and being the Northwest corner of Lot 1, Abbe Addition, a subdivision located in Section 24, Block E-2, according to the recorded map or plat thereof, of record in Volume 10221, Page 230 of the Official Public Records of Lubbock County, Texas, for the Southwest and Beginning corner of this tract whence a 120D nail found at the Southwest corner of the Northwest Quarter of said Section 24 bears S 00°13'05" E, a distance of 329.93 feet;

THENCE N 00°12'40" W, along the West line of said Section 24, a distance of 1822.23 feet to a MAG nail with shiner found at the Southwest corner of a 2.889 acre tract of land as described under Clerk's File Number 2012002477 of the Official Public Records of Lubbock County, Texas, for a corner of this tract;

THENCE N 89°48'25" E, a distance of 54.89 feet to a 1/2" rebar with plastic cap found at the Southern most Southeast corner of said 2.889 acre tract of land for a corner of this tract;

THENCE N 02°40'17" E, along the East right-of-way line of Frankford Avenue, a distance of 200.26 feet to a 1/2" rebar with plastic cap found for a corner of this tract;

THENCE N 00°12'57" W, continuing along the East right-of-way line of said Frankford Avenue, a distance of 208.46 feet to a ½" rebar with plastic cap found at the beginning of a curve to the right and for a corner of this tract;

THENCE along said curve to the right, having a radius of 30.00 feet, a long chord bearing of N 44°36'51" E and a long chord length of 42.41 feet, for an arc length distance of 47.10 feet to a 1/2" rebar with plastic cap found on the South right-of-way line of 114th Street for a corner of this tract;

THENCE N 89°24'33" E along the South right-of-way line of said 114th Street, a distance of 1690.54 feet to a 1/2" rebar with plastic cap found on the West line of a 2.00 acre tract of land as described in Volume 5617, Page 29 of the Deed Records of Lubbock County, Texas, for a corner of this tract whence an axle found on the West line of said 2.00 acre tract of land bears N 01°19'11" E, a distance of 3.94 feet;

THENCE S 00°32'33" E, a distance of 444.15 feet to a 5/8" rebar found at the Southwest corner of said 2.00 acre tract of land for a corner of this tract;

THENCE N 89°27'24" E, a distance of 175.07 feet to a 1/2" rebar with cap found at the Southeast corner of said 2.00 acre tract of land for a corner of this tract;

THENCE N 00°30'14" W, a distance of 444.49 feet to a 1/2" rebar with plastic cap found on the South right-of-way line of said 114th street, same being the Southwest corner of a 0.015 acre tract of land as described under Clerk's File Number 2012002477 of the Official Public Records of Lubbock County, Texas, for a corner of this tract whence a 3/8" rebar found on the East line of said 2.00 acre tract of land bears N 02°41'39" W, a distance of 3.32 feet;

THENCE N 89°35'49" E along the South right-of-way line of said 114th Street, 11.80 to a 1/2" rebar with plastic cap found at the Southeast corner of said 0.015 acre tract of land and being a point on the West line of a 13.0 acre tract of land as described in Volume 6902, Page 142 of the Real Property Records of Lubbock County, Texas, for a corner of this tract;

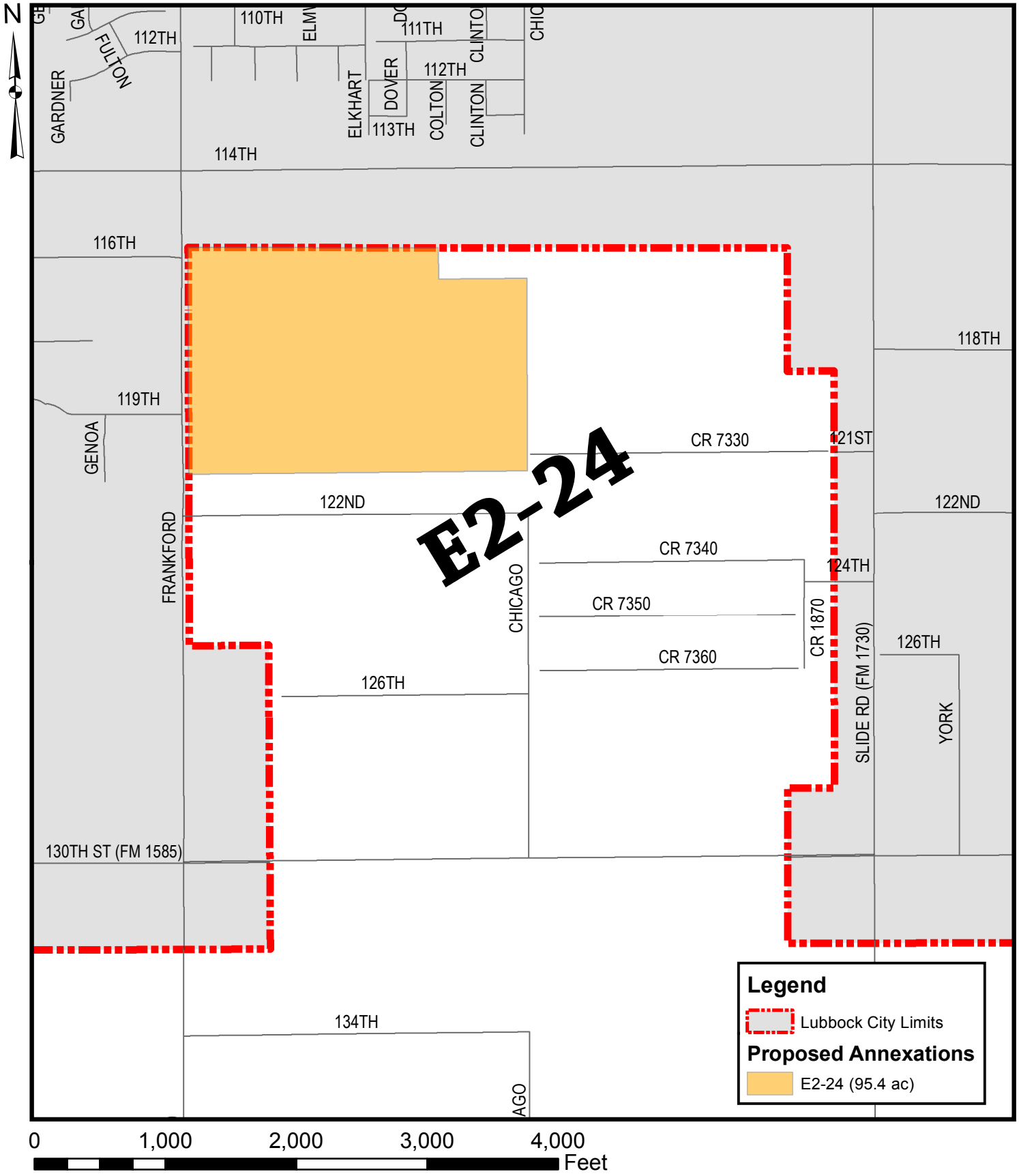
THENCE S 00°04'36" E, a distance of 790.17 feet to a 1/2" rebar with a plastic cap stamped AMD ENG set at the Southwest corner of said 13.0 acre tract of land for a corner of this tract;

THENCE N 89°22'02" E, along the South line of said 13.0 acre tract of land, at a distance of 225.46 feet pass a 1/2" rebar with plastic cap found, at a distance of 449.86 feet pass a 1/2" rebar found, continuing for a total distance of 673.42 feet to a 1/2" rebar with plastic cap found at the Southeast corner of said 13.0 acre tract of land, same being a point on the East line of the Northwest Quarter of said Section 24 for a corner of this tract;

THENCE S 00°07'54" E along the East line of the Northwest Quarter of said Section 24, a distance of 1468.27 feet to a 1/2" rebar with plastic cap found at the Northeast corner of a 10.01 acre tract of land as described in Volume 9804, Page 88 of the Official Public Records of Lubbock County, Texas for the Southeast corner of this tract;

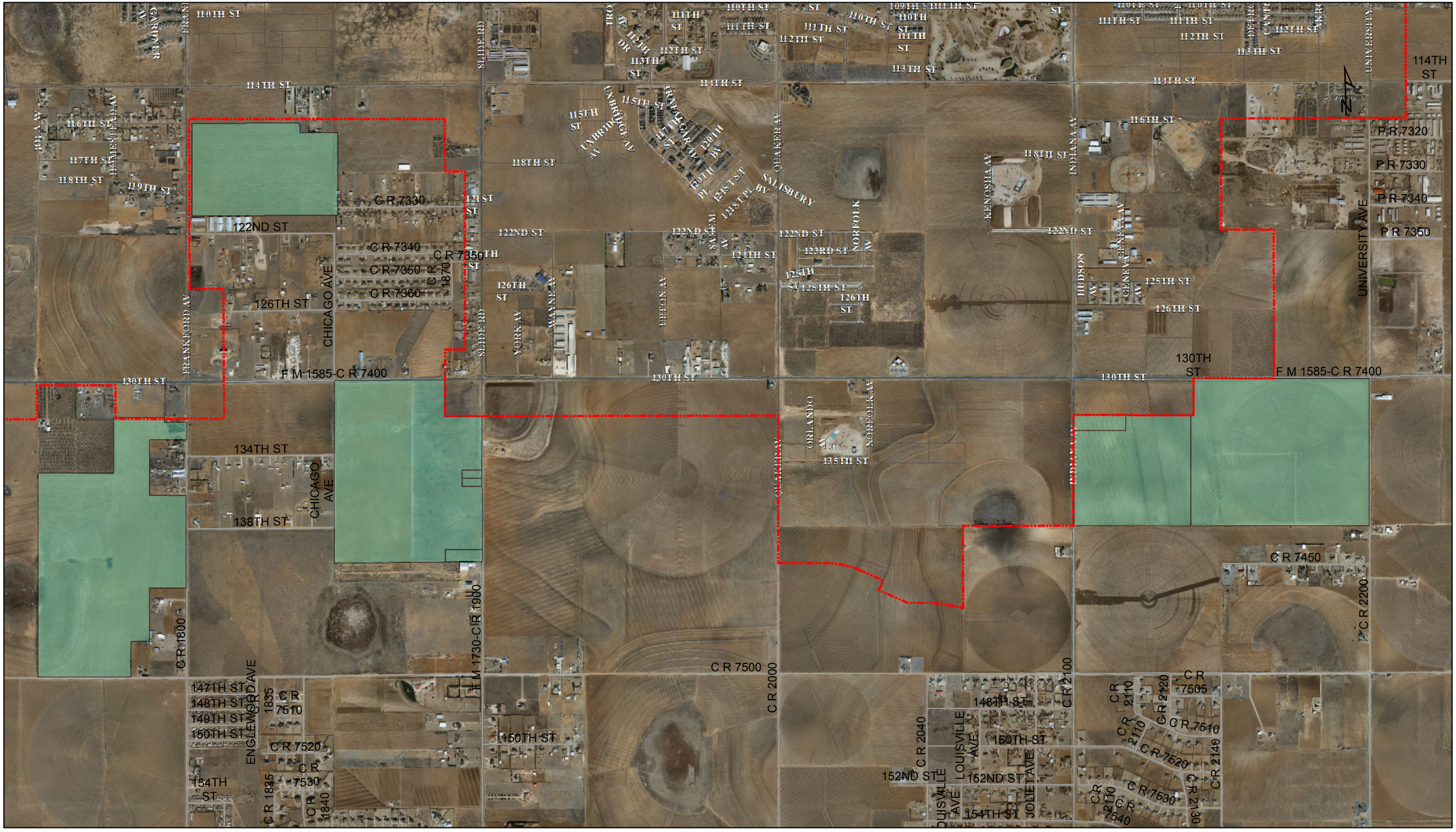
THENCE S 89°21'40" W, at a distance of 1322.14 feet pass a 1/2" rebar with plastic cap found at the Northeast corner of a 10.00 acre tract of land as described under Clerk's File Number 2010042551 of the Official Public Records of Lubbock County, Texas, at a distance of 2586.78 feet pass a 1/2" rebar found, continuing for a total distance of 2642.09 feet to the POINT OF BEGINNING.

Proposed Annexation in Section 24, Block E2



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City of Lubbock TEXAS

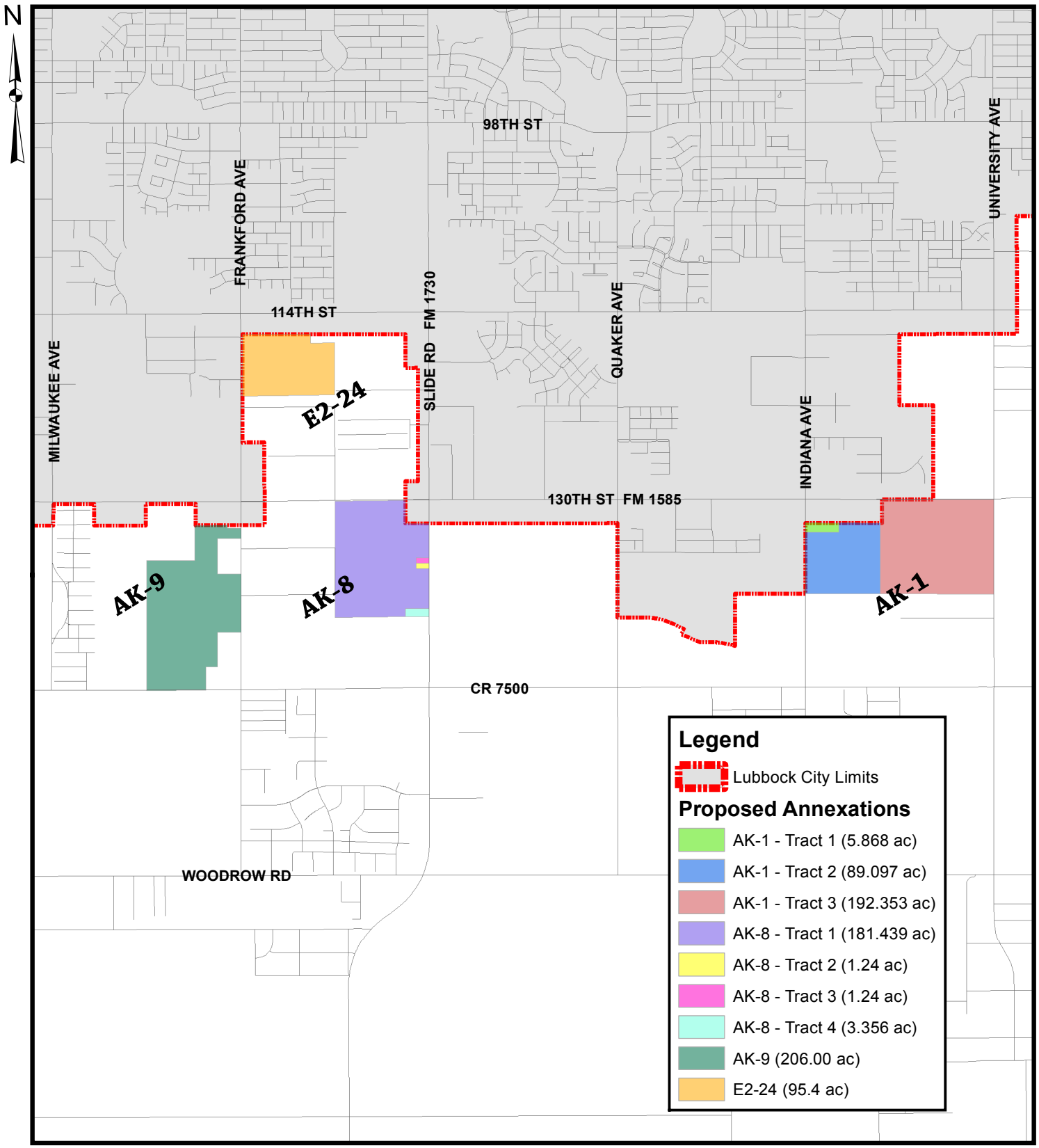


Legend

- Lubbock City Limits
- Proposed Annexation

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.

Proposed Annexations



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City of Lubbock TEXAS

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

Meeting Date: 09/11/2014

Information

Agenda Item

Public Hearing 5:30 p.m. - Finance: Hold a public hearing to consider the 2014 assessment rate for the Valencia Public Improvement District (PID), generally bounded by 85th Street on the north, 88th Place on the south, Iola Avenue on the east, and Milwaukee Avenue on the west.

Item Summary

The purpose of this hearing is to allow the opportunity for property owners in the Valencia PID to speak in favor of or opposition to the assessment to be levied in the Valencia PID for 2014. The City of Lubbock is required to hold a public hearing annually to levy the assessment. A notice of Public Hearing was published in the Avalanche Journal and notices were mailed to the property owners on Friday, August 15, 2014, as required by statute.

The proposed assessment rate for 2014 is $0.11 per $100 of valuation. This is the same rate as 2013.

Fiscal Impact

None.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Valencia PID Public Hearing Notice

Valencia PowerPoint

Notice of Public Hearing for the Review of the Assessment Rate for the Valencia Public Improvement District

Please take notice that on September 11, 2014 at 5:30 PM, the City Council of Lubbock, Texas, will conduct a public hearing in the City Council Chamber of Lubbock, 1625 13th St., Lubbock, Texas 79401. The purpose of this hearing is to consider the 2014 assessment rate for property owners in the Valencia Public Improvement District ("District") pursuant to Chapter 372 of the Texas Local Government Code (the "Act").

All interested persons will be given the opportunity to appear and be heard at such public hearing. Written or oral objections will be considered. The Assessment Roll will be available for viewing in the City Secretary's Office after August 18, 2014.

The following information is hereby provided concerning the matters to be considered at such hearing:

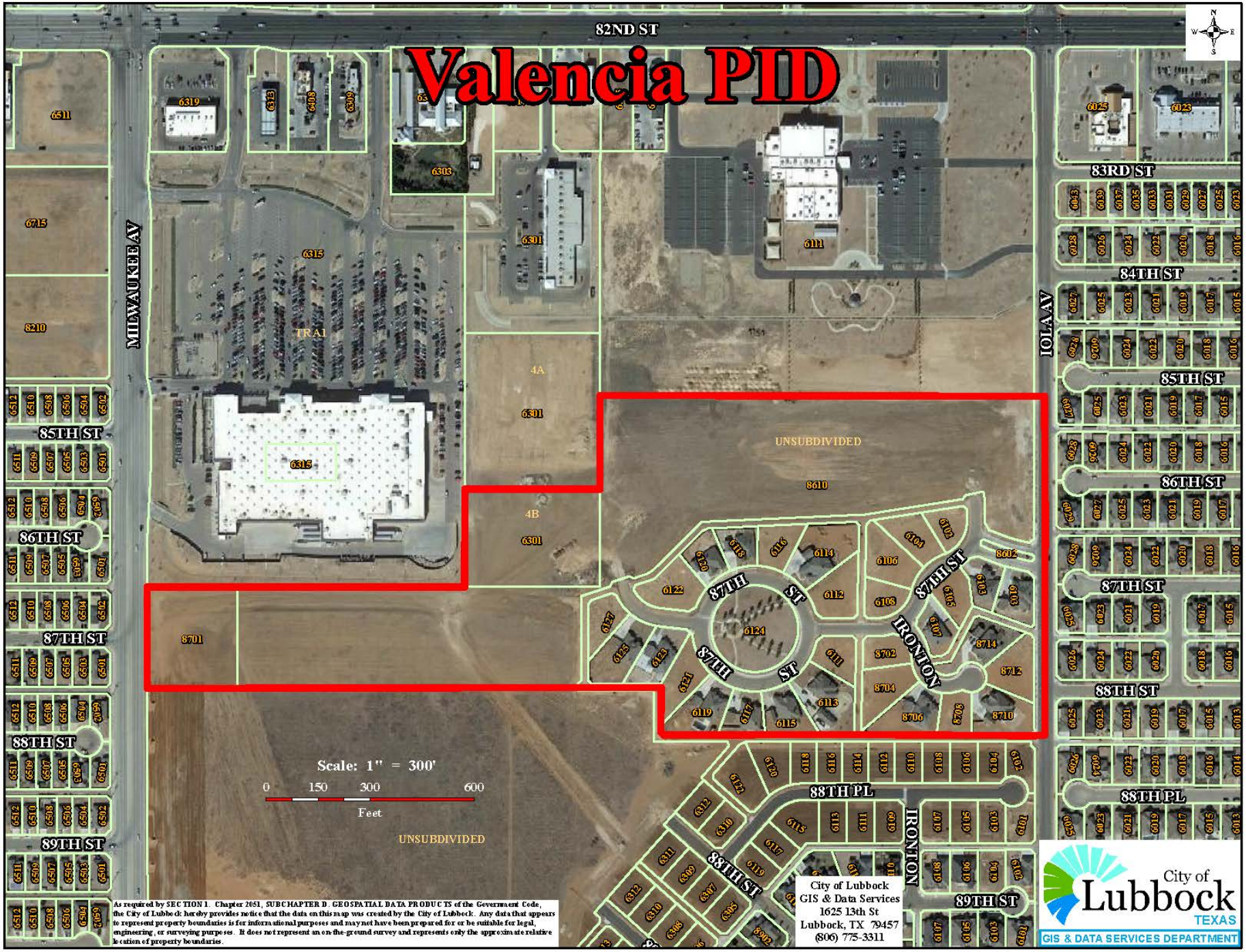
Nature of the Services and Improvements: The general nature of the proposed public improvements is: (i) maintenance of Parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and greens; landscaping, hardscape and irrigation; and (ii) costs of establishing, administering and operating the District. The District is to supplement and enhance services within the District, but not replace or supplant existing City services provided within the District.

Estimated Cost of the Services and Improvements: The total estimated cost of services provided by the District is approximately $58,447 over the next five years. The estimated annual cost rises from $7,185 in FY 2014-15 to $13,199 in FY 2018-19. The District shall not incur bonded indebtedness. The costs are based on a proposed assessment rate of $0.11 per $100.00 of valuation through year 2018.

Boundaries. The District is located wholly within the City of Lubbock, Texas. The proposed Valencia Public Improvement District (PID) generally covers a portion of an area in the City of Lubbock, Lubbock County, Texas, generally bounded by 85th Street on the north, 88th Place on the south, Iola Avenue on the east, and Milwaukee Avenue on the west. A detailed map of the District and a legal description as well as the Assessment Roll is available in the Fiscal Policy Department in Room 201 at the Lubbock Municipal Building.

Public hearings are available to all persons regardless of disability. If you require special assistance, please contact the City of Lubbock at 775-2985 or write to P.O. Box 2000, Lubbock, Texas, 79457, at least 48 hours in advance of the public hearing.

Any questions concerning the matters described in this notice should be directed to:
Danielle Whitfill, Senior Financial Analyst, at 775-2985



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Valencia Assessment

- Valencia Assessment Rate
  - 2013 Assessment Rate - $0.11 per $100 valuation
  - Proposed 2014 Assessment Rate - $0.11 per $100 valuation

- Assessment Per $100,000 valuation
  - 2010 – 2018 $ 110

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

Meeting Date: 09/11/2014

Information

Agenda Item

Ordinance 1st Reading - Finance: Consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Valencia Public Improvement District; approving, adopting, and filing with the City Secretary the Assessment Roll; closing the hearing and levying assessments based on the Service Plan for the cost of certain services and/or improvements to be provided in the PID during FY 2014-15.

Item Summary

Each year the City of Lubbock is required to review classifications for the methods of assessing; approve, adopt and file the assessment roll (Exhibit C) with the City Secretary; and levy the assessment for the Valencia Public Improvement District (PID). This item is preceded by a Public Hearing, which allows property owners in the District to speak in favor of or in opposition to, the assessment rate pursuant to Chapter 372 of the Texas Local Government Code. The proposed assessment rate for 2014 is $0.11 per $100 of valuation. This is the same rate as 2013. All property will be assessed for 2014.

The Council is required to review the Service Plan annually and adopt an ordinance setting the assessment rate for the PID. The revised Service Plan is included in the backup.

Exhibit C is available for viewing in the City Secretary's office.

Fiscal Impact

The assessments will go in to a separate Valencia Public Improvement District Fund. The funds raised by the assessment will be used to provide maintenance for the public improvements in the District, as well as cover the cost of administering the PID. The estimated total assessment that will be collected for 2014 is $7,718.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Assessment Ordinance and Exhibits

ORDINANCE NO. _____

AN ORDINANCE REVIEWING CLASSIFICATIONS FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE VALENCIA PUBLIC IMPROVEMENT DISTRICT ("DISTRICT"); APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; LEVYING 2014 ASSESSMENTS FOR THE COST OF CERTAIN SERVICES AND/OR IMPROVEMENTS TO BE PROVIDED IN THE DISTRICT DURING FY 2014-15; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE DISTRICT AND AGAINST THE OWNERS THEREOF; AND PROVIDING FOR THE COLLECTION OF THE ASSESSMENT.

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

WHEREAS, On July 14, 2011 the City Council passed Resolution No.2011-R0310 which made certain findings concerning the advisability of creating the Valencia Public Improvement District, authorized and created the District as a public improvement district under Chapter 372 of the Texas Local Government Code (map attached as Exhibit A), and designated the Lubbock City Council as the entity responsible for the management of and provision of services and improvements to the District; and

WHEREAS, On August 11, 2011, the City Council passed Resolution No. 2011-R0342, approving the Service and Assessment Plan, which will be reviewed and revised each year when necessary. Exhibit B, attached hereto, contains a revised 2014 Service and Assessment Plan for the Valencia Public Improvement District; and

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

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held September 11, 2014, to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2014 assessments within the Valencia Public Improvement District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired by the calling and holding of such public hearing to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2014 assessment rate for a special assessment against real property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

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

WHEREAS, the City Council finds after review that the revised service plan and assessment plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of $0.11 per $100.00 of net taxable value through year 2018, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate.

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

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

SECTION 2: That the City Council after review of the Service Plan approves the method of assessing special benefits of services and improvements and the Service Plan, which is set forth in the Assessment Plan attached and incorporated herein as Exhibit B. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Service Plan, each property owner in the District identified for assessments in 2014 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment.

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

SECTION 4: That the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on September 11, 2014 at 5:30 p.m. in the City Council Chamber, 1625 13th Street, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3) the cost of the services and improvements; (4) the boundaries

of the District; and (5) that written or oral objections will be considered at the hearing.

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

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

SECTION 7: That there shall be and is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2014 city net taxable value in the manner described in the assessment attached hereto in Exhibits B and C and made part hereof shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

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

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

2015 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax Code. A delinquent assessment incurs a penalty of six percent of the amount of the assessment for the first calendar month it is delinquent plus one percent for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this section as long as the assessment remains unpaid, regardless of whether a judgment for the delinquent assessment has been rendered. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof, including costs and attorney's fees, shall be enforced by the governing body in the same manner that an ad valorem tax lien against real property may be enforced by the governing body under Chapters 31, 32 and 33 of the Texas Property Tax Code. The owner of the assessed property may pay at any time the entire assessment on any lot or parcel, along with any interest and penalty that has accrued on the assessment.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____, 2014.

Passed by the City Council on second reading on _____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock,
Executive Director of Budget

APPROVED AS TO FORM:

_____
Linda L. Chamales,
Economic Development Attorney

Lc:city att/Linda/Ordinances/Valencia PID Ordinance 2014 Assessment
August 12, 2014

EXHIBIT A

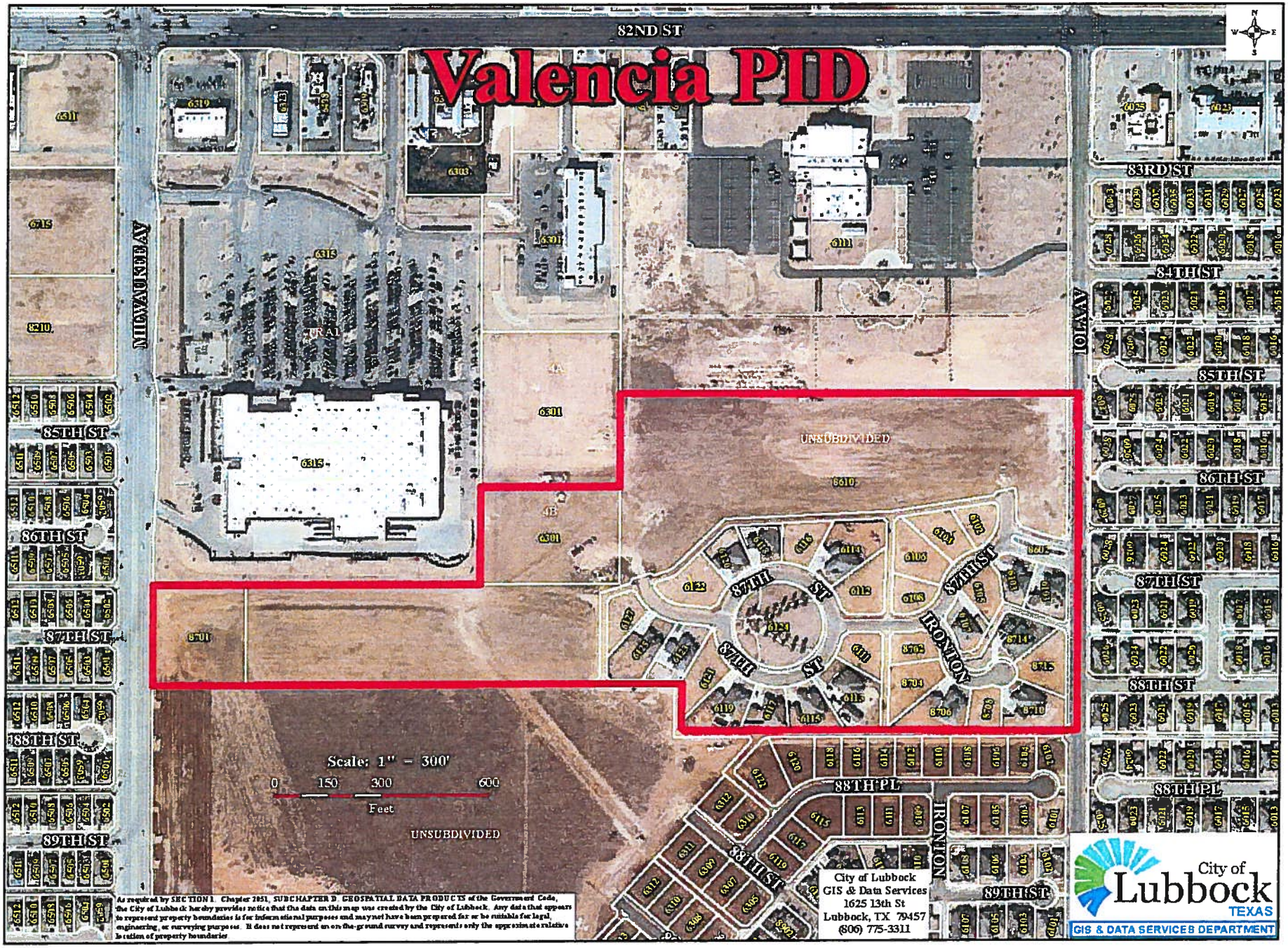

Valencia PID
82ND ST
83RD ST
84TH ST
85TH ST
86TH ST
87TH ST
88TH ST
88TH PL
89TH ST
MILWAUKEE AV
IOLA AV
IRONTON
87TH ST
UNSUBDIVIDED
Scale: 1" = 300'
0 150 300 600
Feet
City of Lubbock
GIS & Data Services
1625 13th St
Lubbock, TX 79457
(806) 775-3311
City of Lubbock
TEXAS
GIS & DATA SERVICES DEPARTMENT
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Exhibit B

VALENCIA PUBLIC IMPROVEMENT DISTRICT

CITY OF LUBBOCK, TEXAS

SERVICE AND ASSESSMENT PLAN

September 11, 2014

City of Lubbock, Texas
Finance Department
Valencia Public Improvement District
Service and Assessment Plan
September 11, 2014

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Section II	Property included in the PID
Section III	Improvement Project
Section IV	Sources and Uses of Funds
Section V	Assessment Plan
Section VI	Terms of the Assessments

List of Exhibits

Exhibit A	The PID Map
Exhibit B	Maintenance and Services
Exhibit C	Assessment Roll

City of Lubbock, Texas
Finance Department
Valencia Public Improvement District
Service and Assessment Plan
September 11, 2014

Section I
Plan Description and Defined Terms

A. Introduction

Chapter 372 of the Texas Local Government Code, Improvement Districts in Municipalities and Counties" (as amended, the "PID Act"), governs the creation of public improvement districts within the State of Texas. The City of Lubbock created the Valencia Public Improvement District (the "PID") to maintain the public improvements associated with the Valencia planned development and for the benefit of certain property in the PID, all of which is located within the City. (Capitalized terms used herein shall have the meanings ascribed to them in Section I.B of this Service and Assessment Plan.)

This Service and Assessment Plan has been prepared pursuant to Sections 372.013, 372.014, 372.015 and 372.016 of the PID Act. According to Section 372.013 of the PID Act, a service plan "must cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for improvements." The service plan is included in Section IV of this Service and Assessment Plan.

Section 372.014 of the PID Act states that "an assessment plan must be included in the annual service plan." The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act states that "the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district." The method of assessing the Costs of the improvements to the property in the PID is included in Sections V and VI of this Service and Assessment Plan.

Section 372.016 of the PID Act states that "after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter." The Assessment Roll for the PID is included as ***Exhibit C*** of this Service and Assessment Plan. The Assessments as shown on the Assessment Roll are based on the method of assessment described in Section V of this Service and Assessment Plan.

The City Council shall make all determinations necessary herein.

The City Council intends for the obligations, covenants and burdens on the owner of the Assessed Property, including without limitation such owner's obligations related to the payment of the Assessments, to constitute a covenant running with the land. The Assessments levied hereby shall be binding upon the owners of Assessed Property, and their respective transferees,

legal representatives, heirs, devisees, successors and assigns. The Assessments shall have lien priority as specified in the PID Act.

This Service and Assessment Plan provides for maintenance of improvements benefiting the entire area of the Valencia PID

B. Definitions

The terms used herein shall have the following meanings.

"Annual Service Plan Amendment" has the meaning set forth in the first paragraph of Section IV of this Service and Assessment Plan.

"Assessed Property" means, for any year, parcels within the PID.

"Assessment" means, with respect to each Parcel, the assessment imposed against such Parcel pursuant to the Assessment Ordinance and the provisions therein, as shown on the Assessment Roll, subject to reallocation among Parcels and reduction according to the provisions herein and the PID Act.

"Assessment Ordinance" means the Assessment Ordinance approved by the City Council approving and adopting this Service and Assessment Plan.

"Assessment Roll" means the document included in this Service and Assessment Plan as ***Exhibit C***, as updated, modified, or amended annually in accordance with the procedures set forth herein and in the PID Act.

"City" means City of Lubbock, Texas.

"City Council" means the duly elected governing body of the City.

"Costs" mean the actual or budgeted costs, as applicable, of all or any portion of the maintenance of the public improvements, operation, and other supplemental services, as described in ***Exhibit B*** of this Service and Assessment Plan.

"Developer" means Betenbough Homes, Inc.

"Improvement Project" means the maintenance of the public improvements that will provide a special benefit to the property in the PID and described in ***Exhibit B*** of this Service and Assessment Plan and Section 372.003 of the PID Act.

"Parcel" means a parcel identifed by either a tax map identification number assigned by the Lubbock County Appraisal District for real property tax purposes or by lot and block number in

a final subdivision plat recorded in the real property records of Lubbock County, Texas or identified by any other reasonable means determined by the City Council.

"PID" has the meaning set forth in the second paragraph of Section I.A of this Service and Assessment Plan.

"PID Act" means Texas Local Government Code Chapter 372, Improvement Districts in Municipalities and Counties, Subchapter A, Public Improvement Districts, as amended.

"PID Map" means the map included as ***Exhibit A*** to the Service and Assessment Plan identifying the property included in the PID.

"Service and Assessment Plan" means this Service and Assessment Plan prepared for the PID pursuant to Section 372.013, 372,014, 372.015, and 372.016 of the PID Act.

Section II
Property Included in the PID

The PID is located in the City of Lubbock, Texas. A map of the property included in the PID is shown on Exhibit A to this Service and Assessment Plan.

The 39.9 acre development is expected to consist of approximately 80 residential units, parks and associated rights of way, landscaping, and infrastructure.

An explanation of the method of assessing property is included in Section V.

Section III
Description of the Improvement Project

The general nature of the proposed public improvements is: (i) maintenance of Parks and green spaces together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and green spaces; landscaping, hardscape and irrigation; and (ii) costs of establishing, administering and operating the District. The District is to supplement and enhance services within the District, but not replace or supplant existing City services provided within the District.

The public improvements will be constructed by the Developer with no reimbursement from the PID. After analyzing the maintenance, operation, and other supplemental services related to the Public Improvements, the City has determined that the maintenance of the public improvements authorized by the PID Act, shown in Exhibit B, should be performed by the City and has further

determined that these maintenance activities will be of special benefit to all the Assessed Property within the PID.

A. Maintenance of Public Improvements

The total estimated cost of services provided by the District is approximately $58,448 over the next five years. The estimated annual cost rises from $7,185 in FY 2014-15 to $13,199 in FY 2018-19. The District shall not incur bonded indebtedness. The costs are based on a proposed assessment rate of $0.11 per $100.00 of valuation through year 2018. The budget for the maintenance, operation, and other supplemental services will be determined annually by the City and will be included in a Service Plan Amendment along with amendments to the Assessment Roll reflecting assessments (the "Maintenance Assessment") based on such budget for maintenance, operation and necessary supplemental services.

Section IV
Sources and Uses of Funds

Section 372.013 of the PID Act requires this Service and Assessment Plan to "cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for maintenance." Such annual update to this Service and Assessment Plan is herein referred to as the "Annual Service Plan Amendment." The Valencia PID will have no indebtedness and the PID assessments will fund the maintenance of the public improvements, operation, and other supplemental services. The table below shows estimated sources and uses of funds including the projected cost of maintaining the public improvements.

Calendar Year^	**2012**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**Totals**
Property Values*	$ 3,562,957	6,081,369	7,795,865	13,551,782	17,022,818	17,363,274	17,710,540	$ 17,710,540
Discounted Property Values @ 90%	3,562,957	5,473,232	7,016,279	12,196,604	15,320,536	15,626,947	15,939,486	15,939,486
Fiscal Year Revenues	**2012-13**	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**2018-19**	**Totals**
Interest Earnings	1	-	-	33	43	85	128	289
Assessment @ $0.11	3,919	6,021	7,718	13,416	16,853	17,190	17,533	82,650
Total	**3,920**	**6,021**	**7,718**	**13,449**	**16,895**	**17,274**	**17,662**	**82,938**
Expense								
87th Street Park "Tract A" 1.13 Acres								
Maintenance of Park	-	-	-	4,080	4,162	4,245	4,330	16,816
87th Street Median "Tract B" .07 Acres								
Maintenance of Median	-	-	2,000	2,040	2,081	2,122	2,165	10,408
Electric Costs	-	-	1,000	1,020	1,040	1,061	1,082	5,204
Administrative Costs	-	-	100	1,131	1,153	1,176	1,200	4,760
Annual Operation Cost (LCAD Collection Cost and Cost of setting assessments each year)	3,213	4,005	4,085	4,167	4,250	4,335	4,422	28,477
Total	**3,213**	**4,005**	**7,185**	**12,437**	**12,686**	**12,940**	**13,199**	**65,666**
Cash Reserve	**$ 707**	**2,722**	**3,255**	**4,266**	**8,475**	**12,810**	**17,273**	**$ 17,273**

The sources and uses of funds table is subject to revision each year.

Section V
Assessment Plan

The PID was created and the assessment is being levied pursuant to Section 372.015 of the PID Act, "Determination of Assessment."

A. Allocation of assessment
- Properties will be assessed based on the City's 2014 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
- Assessment will be $0.11 per $100 valuation
- All property will be assessed based on the final 2014 "net taxable value".

Section VI
Terms of the Assessments

The annual assessment for each parcel within the PID shall be shown on the assessment roll. The amount of the assessment could change each year when the Service and Assessment Plan are adopted due to increased value on a parcel or the estimated cost of maintaining the public improvements, repair or replacement costs, and operational or administrative costs.

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

Meeting Date: 09/11/2014

Information

Agenda Item

Ordinance 2nd Reading - Finance: Ordinance 2014-O0122 approving and adopting a budget for Fiscal Year 2014-15; approving summary of estimated and forecasted revenues, appropriation, and utilization of net assets for all funds of the City; providing for necessary transfers of funds between accounts and departments, if required; authorizing reduction of spending by City Manager if necessary; providing for filing of adopted budget; establishing Civic Service classifications and positions; appropriating funds for the Fiscal Year 2014-15 Operating Budget and Capital Program of the City of Lubbock; approving inclusion of equipment and property to be purchased as a part of the master lease program; authorizing the Mayor to appropriate certain funding during a duly declared state of disaster; approving all permit, license, fees, and charges for service recommended to be adjusted; approving the pay plan and positions; amending Subsection 22.04.041(b) of the Code of Ordinances of the City of Lubbock by revising wastewater rates contained therein and providing an effective date for such; amending Subsection 22.06.051(b) of the Code of Ordinances of the City of Lubbock by revising Solid Waste landfill rates as contained therein; amending Subsection 22.03.084 of the Code of Ordinances of the City of Lubbock by revising water rates as contained therein and providing an effective date for such; accepting the budgets for Lubbock Economic Development Alliance, Market Lubbock, Inc., Civic Lubbock, Inc., and Vintage Township Public Facilities Corporation; finding that proper notice of meeting provided by law and ratifying such; providing for publication; and providing for a savings clause.

Item Summary

On September 4, 2014, the City Council approved the first reading of the ordinance.

This is the second reading of the ordinance adopting the City's FY 2014-15 Operating Budget and Capital Program. The budget ordinance must be considered prior to consideration of the ordinance on the tax rate.

This ordinance incorporates the operating and capital budgets that have been proposed by the City Manager. The property tax rate in the proposed budget is $0.5274 per $100 valuation.

The following changes that impact the FY 2014-15 Proposed Operating Budget and Capital Program have occurred since the proposed budget was presented to the City Council on July 10, 2014:

General Fund
Increased Revenue: The certified values increased from the prelimary values and due to this change, property tax revenues for maintenance and operations increased by $936,223
Decreased Transfers: Due to the change in the start date of the new Storm Water rate structure, revenues decreased, so the franchise transfer from Storm Water to General Fund decreased $88,564
Increased Transfer: The transfer to Citibus increased by $340,503 due to adding back the two routes cut in the FY 2014-15 Proposed Operating budget
Increased Expenses: Compensation and benefits for the Police Department increased by $207,925 for the addition of two steps for patrol officers and the corporal compensation increased. The Health Department expenditures increased by $81,704 for the addition of one Health Facilitator/Coordinator.
Revised Police Pay Plan: The Police pay plan in Exhibit G was revised to reflect the addition of the two steps for

patrol officers and to increase the compensation for Corporals.

Positions increased by one due to the addition of a Health Educator/Facilitator for the Health Department. (Exhibit H)

The General Fund is not balanced at this time due to the additional revenues from the increase in the certified values. The amount of revenues over expenses is $217,527.

Transit
Increased Revenue: Demand Response Services revenue has increased by $105,616 and the City transfer increased by $340,503 due to adding back the two routes cut in the FY 2014-15 Proposed Operating Budget.
Increased Expenses: The expenses for Citibus increased by $446,119 due to the addition of the two routes.

Debt Service Fund
The City received the certified property values from the Lubbock Central Appraisal District and the adjusted tax levy was higher than original projections, so the Interest and Sinking Fund tax rate was lowered to $0.11425 per $100 value, which increased the property tax revenue by $163, and increased the bond sale charges expense by $163.

North Point Public Improvement District
There was a correction to the expense budget for the North Point Public Improvement District that decreased Professional Services/Training by $7,636 and decreased utilization of net assets by $7,636.

Storm Water
Decreased Revenues: Due to the expected delay in implementing the new Storm Water rate structure, revenues from general consumption have decreased by $1,457,395.
Decreased Expenses: The transfer to Storm Water Capital Improvement Projects has decreased by $500,000 due to delaying the FEMA Restudy - Systems B,C,D capital project and the transfer to General Fund for the Franchise fee has decreased by $88,564 due to the decrease in revenues.

Economic Development Fund
The increase in the adjusted tax levy has increased the property tax revenue by $55,573 for economic development and increased the transfer to Market Lubbock, Inc. by $55,573.

Component Unit - Market Lubbock Inc.
Increased Revenues: The property tax revenue increased by $55,573 due to the increase in the tax levy.
Increased Expenses: Expenses increased for Special Projects by $55,573.

The following capital project has been revised subsequent to the completion and presentation of the FY 2014-15 Operating Budget and Capital Program. This change has been made in Exhibit D.

Storm Water Capital Program
8596 FEMA Restudy - Systems B,C,D
Appropriation ($500,000)
FY 2015 Storm Pay As You Go ($500,000)

The following FY 2013-14 budget amendments have been approved since the presentation of the FY 2014-15 Proposed Operating Budget and Capital Program. The Proposed Budget includes a five year history of expenses, including the FY 2013-14 Budget which is revised by the following:

General Fund
Approved at the July 10, 2014, City Council Meeting
Increase Appropriation - Non-Departmental Capital Outlay $1,262,500
Increase utilization of net assets $1,262,500

Approved at the July 24, 2014, City Council Meeting
Decrease Appropriation - City Attorney's Office - Compensation and Benefits ($14,316)
Increase Appropriation - City Prosecutor's Office - Compensation and Benefits $14,316

Approved at the July 24, 2014, City Council Meeting
Increase in Position Control - Increase City Prosecutors Office by one City Attorney I

General Fund Capital Program
Approved at the July 10, 2014, City Council Meeting
91190 City Hall Improvements
Decrease appropriation ($866,000)
Decrease FY 2013 General Fund Pay-As-You-Go ($166,000)
Decrease FY 2014 General Fund Pay-As-You-Go (700,000)

8592 Godeke Library Renovations
Increase appropriation $866,000
Increase FY 2013 General Fund Pay-As-You-Go $166,000
Increase FY 2014 General Fund Pay-As-You-Go 700,000

Airport Fund/General Fund
Approved at the July 24, 2014, City Council Meeting
Airport Fund - Decrease in Indirect Cost Allocation ($49,634)
General Fund - Decrease in Transfer from Airport Fund ($49,634)

Transit Grant
Approved at the July 10, 2014, City Council Meeting
Increase FY 2014 Section 5307 Grant $14,267
Increase Expenses $14,267

Municipal Court Special Revenue Fund
Approved at the February 27, 2014, City Council Meeting
Increase in Utilization of Net Assets $185,023
Increase in Professional Services $185,023

General Fund/Grant Fund
Approved at the September 4, 2014, City Council Meeting
General Fund
Increase transfer to grant for match for STEP grant $60,252
Decrease in Police Department expenses $60,252

Grant Fund
Increased STEP Comprehensive grant $60,252
Increased transfer from General Fund for match $60,252
Increased expenses related to grant $120,504

Increased Immunization grant $232,115
Increased expenses related to grant $232,115

Increased RLSS/LPHS grant $87,645
Increased expenses related to grant $87,645

Increased STD Grant $50,000
Increased expenses related to grant $50,000

Increased PHEP Grant $250,632

Increased expenses related to grant $250,632

Increased CEAP Grant $267,101
Increased expenses related to grant $267,101

Additional budget amendments to the FY 2013-14 Adopted Operating Budget and Capital Program that will be presented for first reading on the September 11, 2014 City Council meeting are also listed in the proposed Ordinance. If approved on second reading of the budget amendment ordinance, they will become a part of the FY 2013-14 Adopted Budget.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance

ORDINANCE NO._____

AN ORDINANCE APPROVING AND ADOPTING A BUDGET FOR FISCAL YEAR 2014-15; APPROVING SUMMARY OF ESTIMATED AND FORECASTED REVENUES, APPROPRIATIONS, AND UTILIZATION OF NET ASSETS FOR ALL FUNDS OF THE CITY; PROVIDING FOR NECESSARY TRANSFERS OF FUNDS BETWEEN ACCOUNTS AND DEPARTMENTS, IF REQUIRED; AUTHORIZING REDUCTION OF SPENDING BY CITY MANAGER IF NECESSARY; PROVIDING FOR FILING OF ADOPTED BUDGET; ESTABLISHING CIVIL SERVICE CLASSIFICATIONS AND POSITIONS; APPROPRIATING FUNDS FOR THE FISCAL YEAR 2014-15 OPERATING BUDGET AND CAPITAL PROGRAM OF THE CITY OF LUBBOCK; APPROVING INCLUSION OF EQUIPMENT AND PROPERTY TO BE PURCHASED AS A PART OF THE MASTER LEASE PROGRAM; AUTHORIZING THE MAYOR TO APPROPRIATE CERTAIN FUNDING DURING A DULY DECLARED STATE OF DISASTER; APPROVING ALL PERMIT, LICENSE, FEES, AND CHARGES FOR SERVICE RECOMMENDED TO BE ADJUSTED; APPROVING THE PAY PLAN AND POSITIONS; AMENDING SUBSECTION 22.04.041(b) OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY REVISING WASTEWATER RATES CONTAINED THEREIN AND PROVIDING AN EFFECTIVE DATE FOR SUCH; AMENDING SUBSECTION 22.06.051(b) OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY REVISING SOLID WASTE LANDFILL RATES AS CONTAINED THEREIN; AMENDING SUBSECTION 22.03.084 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY REVISING WATER RATES AS CONTAINED THEREIN AND PROVIDING AN EFFECTIVE DATE FOR SUCH; ACCEPTING THE BUDGETS FOR LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, MARKET LUBBOCK, INC., CIVIC LUBBOCK, INC., AND VINTAGE TOWNSHIP PUBLIC FACILITIES CORPORATION; FINDING THAT PROPER NOTICE OF MEETING PROVIDED BY LAW AND RATIFYING SUCH; PROVIDING FOR PUBLICATION; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, the City Manager has prepared certain figures for the Fiscal Year 14-15 Proposed Operating Budget and Capital Program (Proposed Budget) and has submitted the same to the City Council; and

WHEREAS, the City Manager filed the Proposed Budget with the City Secretary for the fiscal year beginning October, 1, 2014; and

WHEREAS, the City Secretary posted notice that the Proposed Budget had been filed and a public hearing called thereon by the City Council at City Hall; and

WHEREAS, the City Council determined that the Proposed Budget, as revised, is appropriate and correct in all respects and that all requirements of the law have been satisfied; and

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interest of the citizens of the City of Lubbock to adjust the solid waste tipping fees, wastewater, and water collection rates within the City of Lubbock to reflect costs of service; NOW THEREFORE:

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

SECTION 1. THAT the budget proposed by the City Manager and filed with the City Secretary for fiscal year October 1, 2014 through September 30, 2015, which is attached hereto as Exhibit A, be and is hereby approved and adopted as the FY 2014-15 Adopted Operating Budget and Capital Program (Adopted Budget), and made a part of this ordinance for all purposes.

SECTION 2. THAT a summary of estimated and forecasted revenues, appropriations, and any utilization of net assets for all Funds of the City is hereby approved in all respects and is attached hereto as Exhibit B.

SECTION 3. THAT any necessary transfer of funds between accounts below the department level recommended by the City Manager for City purposes or as a result of unusual or unforeseen conditions during the administration of the Adopted Budget are hereby approved, however, any transfer of funds between departments shall be presented to the City Council for approval by ordinance before such funds can be transferred between funds or expended. A listing of transfers between funds that are included in the Adopted Budget are attached hereto as Exhibit C.

SECTION 4. THAT to the extent that actual revenues are projected to be less than the budgeted revenues, the City Manager is authorized to reduce spending as necessary in order to prevent expenditures from exceeding available revenue sources; and that in the event such action is taken, the City Manager shall immediately notify the City Council in writing with appropriate explanation.

SECTION 5. THAT all balances of appropriation in each fund, which support authorized obligations, or are encumbered at the close of business for the fiscal year ended September 30, 2014 are hereby declared to be re-appropriated into the Adopted Budget beginning October 1, 2014.

SECTION 6. THAT a copy of the Adopted Budget shall be filed with appropriate officials as required by law.

SECTION 7. THAT in accordance with Section 2.06.109 of the Code of Ordinances of the City of Lubbock, the civil service classifications and positions set forth in the Adopted Budget are hereby established by Ordinance.

SECTION 8. THAT the funding, as set forth in the Adopted Budget, and as also set forth in the Capital Program, are hereby appropriated by project and scope as set forth in the Capital Budget. A Capital Program Summary is attached hereto as Exhibit D.

SECTION 9. THAT any additional appropriation or the addition of capital projects shall be presented to the City Council for approval by ordinance before such funds can be expended. The appropriation for a project in the Capital Program shall continue in force until the purpose for which the appropriation was made has been accomplished or abandoned.

SECTION 10. THAT the inclusion of equipment and property to be purchased as a part of the Master Lease Program is hereby approved and the City Manager and/or Executive Director of Finance and/or his or her designee are hereby directed to execute any and all documents necessary to consummate such purchases as outlined in the Master Lease Vehicle Replacement Schedule, set forth on Exhibit E and in the Master Lease Equipment Replacement Schedule, set forth on Exhibit F.

SECTION 11. THAT during a duly declared state of disaster the Mayor may authorize up to $500,000 from the General Fund, to be reimbursed by state or federal funds, for expenditures related to widespread or severe damage, injury, or loss of property.

SECTION 12. THAT all fees, fines and charges for service recommended to be adjusted are approved as listed in Exhibit A.

SECTION 13. THAT the pay plan is approved as listed in Exhibit G. The amount of the compensation study market adjustments included at the fund level in Exhibit A is authorized to be spread across the related cost centers.

SECTION 14. THAT personnel is adopted as reflected in Exhibit H. Sworn Police Officers totaling 433 are authorized and funded.

SECTION 15: THAT Subsection 22.04.041(b) of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

Section 22.04.041 Rates charged for wastewater service

(b) In addition to the base charge, the city, through the city manager, shall determine the volume of wastewater flow produced by each customer as described herein and each customer shall pay the wastewater volume rate per one thousand (1,000) gallons, which shall be as follows:

Flow rate: $2.45

The volume of wastewater flow produced by a single family residential customer and customers not required to meter as provided in section 22.04.042 of the Code of Ordinances of the City of Lubbock shall be determined by calculating the average water volume used as measured by the non-irrigation meter readings for the months of November, December, January and February. This volume shall be defined as the household based consumption (HBC), and it shall be updated for billing purposes in March of each year. In the event a residential customer or premises (i.e., a new premises) does not have a water consumption history for such months, a water volume of 7,000 gallons per month shall be utilized by default. The volume of wastewater flow produced by other customers shall be determined as

provided for in section 22.04.042 of the Code of Ordinances of the City of Lubbock.

SECTION 16: THAT the Wastewater Volume Charge as set forth in this Ordinance shall be effective for all billings for such services dated on or after December 1, 2014. The Wastewater Base Charge currently in effect shall remain in effect until the effective date of the Wastewater Volume Charge as set forth herein.

SECTION 17: THAT Subsection 22.06.051(b) of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 22.06.051 Dumping–Must be at designated place; rates

(b) Persons desiring to dump such wastes as described above at the designated city landfill shall pay a charge per ton of waste dumped of thirty-two dollars and no cents ($32.00) plus any applicable surcharges effective October 1, 2014. Contaminated foodstuffs and asbestos containing wastes are considered special wastes and must be discharged, dumped or unloaded at the designated city landfill or at such other place as may be designated by the solid waste department. Persons desiring to dump contaminated foodstuffs and/or asbestos containing wastes at the city landfill shall pay an additional charge per ton of waste dumped of fifty-four dollars and seventeen cents ($54.17) plus any applicable surcharge for waste generated outside of the city.

SECTION 18: THAT Subsection 22.03.084 of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

Section 22.03.084 Rates charged for water service

(b) In addition to the base charge, the city, through the city manager, shall determine the volume of water flow produced by each customer as described herein and each customer shall pay the wastewater volume rate per one thousand (1,000) gallons, which shall be as follows:

Flow rate: Block 1 - $4.53; Block 2 - $6.18; Block 3 - $7.41.

SECTION 19: THAT the Water Volume Charge as set forth in this Ordinance shall be effective for all billings for such services dated on or after December 1, 2014. The Water Base Charge currently in effect shall remain in effect until the effective date of the Water Volume Charge as set forth herein.

SECTION 20. THAT the proposed budgets of the following Component Units and Related Entities are accepted as presented by their Boards: Lubbock Economic Development Alliance, Market Lubbock, Inc., Civic Lubbock, Inc., and Vintage Township Public Facilities Corporation.

SECTION 21: THAT the City Council finds and declares that sufficient written notice of the date, hour, place and subject of this meeting of the Council was posted at a designated place convenient to the public at the City Hall for the time required by law preceding this meeting, that such place of posting was readily accessible at all times to the general public, and that all of the foregoing was done as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents of posting hereof.

SECTION 22. THAT the City Secretary is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method of publication as provided by law.

SECTION 23. THAT should any section, paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 24. THAT matters revised after the proposed budget was filed with the City Secretary are as follows:

General Fund

Increased Revenue

Property Taxes	$	936,223

Decreased Revenue

Storm Water Transfer in Lieu of Franchise Fee	$	(88,564)

Increased Expenses

Transfer to Citibus	$	340,503
Police - Compensation	$	164,563
Police - Benefits	$	43,362
Health Department - Compensation	$	46,070
Health Department - Benefits	$	22,114
Health Department - Other Charges	$	13,520

Revised Police Pay Plan

Exhibit G - Police Pay Plan was revised to add two additional steps to Patrol Officer and increased compensation for the Corporal Position.

Transit

Revenue

Demand Response Service	$	105,616
City Transfer	$	340,503

Increased Expenses	$	446,119

Debt Service Fund

Increased Revenue	
Ad Valorem Tax Collections	$ 163
Increases Expenses	
Bond Sale Charges	$ 163

North Point Public Improvement District

Decreased Expenses	
Professional Services/Training	$ (7,636)
Decreased Utilization of Net Assets	$ (7,636)

Storm Water

Decreased Revenue	
General Consumption	$ (1,457,395)
Decreased Expenses	
Transfer to Storm Water CIP	$ (500,000)
Transfer Payment in Lieu of Franchise Fee	$ (88,564)

Economic Development Fund

Increased Revenues	
Property Tax	$ 55,573
Increased Expenses	
Market Lubbock, Inc.	$ 55,573

Market Lubbock

Increased Revenues	
Property Tax	$ 55,573
Increased Expenses	
Special Projects	$ 55,573

Capital Program

Storm Water Capital Program	
8596 FEMA Restudy - Systems B,C,D	
Appropriation	$ (500,000)
FY 2015 Storm Water Pay-As-You-Go	$ (500,000)

Positions

Health Department - Increase of one position (from 13 to 14)
Add one Health Facilitator/Coordinator

Amendments to the FY 2013-14 Operating Budget and Capital Program since the publication of the FY 2014-15 Proposed Operating Budget and Capital Program
(These were not included in the Proposed FY 2014-15 Operating Budget and Capital Program published on July 10, 2014. All five year tables include FY 2013-14 Budget)

General Fund

Approved at the July 10, 2014, City Council Meeting:

Increased Expenses	
Non-Departmental Capital Outlay	$ 1,262,500
Increased Utilization of Fund Balance	$ 1,262,500

Approved at the July 24, 2014, City Council Meeting:

Decreased Expenses	
City Attorney's Office - Compensation & Benefits	$ (14,316)
Increased Expenses	
City Prosecutor's Office - Compensation & Benefits	$ 14,316

Approved at the July 24, 2014, City Council Meeting:

Increase in Position Control
Increase City Prosecutor Office by one City Attorney I

General Fund Capital Program

Approved at the July 10, 2014, City Council Meeting:

91190	City Hall Improvements	
	Appropriation	$ (866,000)
	FY 2014 General Fund Pay-As-You-Go	$ (700,000)
	FY 2013 General Fund Pay-As-You-Go	$ (166,000)
8592	Godeke Library Renovations	
	Appropriation	$ 866,000
	FY 2014 General Fund Pay-As-You-Go	$ 700,000
	FY 2013 General Fund Pay-As-You-Go	$ 166,000

Transit Grant

Approved at the July 24, 2014, City Council Meeting:

Increased FY 14 Section 5307 Grant	$14,267
Increased Expenses	$14,267

Municipal Court Special Revenue Fund

Approved at the February 27, 2014, City Council Meeting:

Increased Utilization of Net Assets	$	185,023
Increased Expenses		
Professional Services	$	185,023

Airport Fund/General Fund

Approved at the July 24, 2014, City Council Meeting:

Airport Fund

Decreased Expenses		
Indirect Cost Allocation	$	(49,634)
General Fund		
Decreased Transfer In		
Transfers from Airport Fund	$	(49,634)

General Fund/Grant Fund

Approved at the September 4, 2014, City Council Meeting

General Fund

Increased Transfer to Grant Fund for Match	$	60,252
Decreased Police Department FY 13-14 Operating Expenses		(60,252)
Grant Fund		
Increased STEP Comprehensive Grant	$	60,252
Increased Transfer from General Fund for Match		60,252
Increased Expenses Related to Grant		120,504
Increased Immunization Grant	$	232,115
Increased Expenses Related to Grant		232,115
Increased RLSS/LPHS Grant	$	87,645
Increased Expenses Related to Grant		87,645
Increased STD Grant	$	50,000
Increased Expenses Related to Grant		50,000
Increased PHEP Grant	$	250,632
Increased Expenses Related to Grant		250,632
Increased CEAP Grant	$	267,101
Increased Expenses Related to Grant		267,101

Amendments to the FY 2013-14 Adopted Budget that will be presented for first reading at the September 11, 2014 City Council Meeting

Grant Fund

Increase the Justice Assistance Grant	$	170,985
Increase Expenses Related to Grant		170,985
Increase Safety City Teaching Kids to be Street Smart Grant	$	34,886
Increase Expenses Related to Grant		34,886

Airport Fund/General Fund

Airport Fund

Decrease Expenses

Indirect Cost Allocation	$	(4,249)

General Fund

Decrease Transfer In

Transfers from Airport Fund	$	(4,249)

Vintage Township Public Improvement District Fund

Increase Expenses

Contribution - Component Unit	$	89,167
Increase Utilization of Net Assets	$	89,167

Abandoned Motor Vehicle Fund

Increase Expenses	$	240,137
Increase Utilization of Net Assets	$	240,137

Animal Assistance Fund

Increase Expenses	$	10,000
Utilization of Fund Balance	$	10,000

General Fund

Increase Expenses

Non-Departmental Professional Services	$	30,000
Non-Departmental Capital Outlay		109,189
Increase Utilization of Fund Balance	$	139,189

Passed by the City Council on first reading this **4th** day of **September**, 2014.

VOTING FOR PASSAGE:	VOTING AGAINST PASSAGE:
Glen C Robertson, Mayor	Jeff Griffith, District 3
Victor Hernandez, District 1	Karen Gibson, District 5
Floyd Price, District 2	
Jim Gerlt, District 4	
Latrelle Joy, District 6	

Council members present but not voting: None

Council members absent: None

****

Passed by the City Council on second reading this _____ day of _____, 2014.

VOTING FOR PASSAGE:	VOTING AGAINST PASSAGE:

Council members present but not voting: _____

Council members absent: _____

****

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

Amy L. Sims
Deputy City Attorney

Exhibit B - All Funds Summary

		Budget FY 2014-15
General Fund Revenue Sources		
Taxes		
Property Tax	$	51,124,066
Delinquent Taxes		851,650
Sales Tax		60,461,433
Mixed Beverage Sales Tax		-
Mixed Beverage Tax		1,155,000
Bingo Tax		267,140
Suddenlink		1,230,360
Xcel Energy		1,613
South Plains Electric Cooperative		550,000
Atmos		1,355,850
West Texas Gas		3,750
Telecom Right of Way		1,715,100
Development Services		186,559
General Government		68,561
City Secretary		305,048
Public Safety		1,063,061
Public Works		52,900
Public Health		14,010
Animal Shelter		130,000
Cultural/Recreational		1,029,184
Museum		226,650
Licenses and Permits		2,807,540
Intergovernmental		345,972
Fines and Forfeitures		3,280,000
Interest Earnings		-
Rental		9,580
Recoveries of Expenditures		803,934
Other		504,850
Transfers from Special Revenue Funds		299,720
Transfers from LP&L		10,298,612
Transfers from Water Fund		10,022,947
Transfers from Wastewater Fund		4,290,297
Transfers from Solid Waste		2,663,891
Transfers from Airport Fund		1,648,486
Transfers from Stormwater		2,796,432
Transfers from Hotel/Motel		-
Transfers from LEDA		-
Other Transfers		-
Total General Fund Revenue	**$**	**161,564,196**

Exhibit B - All Funds Summary

		Budget FY 2014-15
General Fund Appropriation Units		
Administrative Services:		
City Attorney	$	2,031,063
City Council		276,735
City Manager		1,041,595
City Secretary		1,110,392
Facilities Management		3,062,974
Finance		2,650,028
Human Resources		502,101
Internal Audit		381,144
Non-departmental		6,999,465
Public Information		520,529
Administrative Services Appropriation		18,576,026
Community Services:		
Building Inspection		1,779,039
Planning		611,395
Community Services Appropriation		2,390,434
Cultural and Recreation Services:		
Library		3,431,142
Museums		920,019
Parks		9,766,769
Cultural and Recreation Appropriation		14,117,931
Public Works:		
Engineering		1,324,902
Streets		2,932,706
Traffic		3,577,640
Public Works Appropriation		7,835,248
Public Safety Health Services:		
Animal Services		1,918,047
Codes and Environmental Health		2,303,441
Fire		44,460,777
Municipal Court		1,626,710
Police		58,966,410
Public Health		899,128
Vector Control		402,614
Public Safety & Health Services Appropriation		110,577,126
Other Appropriation:		
Transfers		6,045,354
Payroll Accrual/Other Adjustments		1,804,549
Other Appropriation		7,849,904
Total General Fund Appropriation	**$**	**161,346,670**

Exhibit B - All Funds Summary

	Budget FY 2014-15
Debt Service Fund Revenue Sources	
Tax Collection	$ 15,236,428
Unallocated Bond Interest	1,942
Interest on Investments	-
HUD 108 Loan Program	-
Transfer from North Overton TIF	3,185,024
Transfer from CBD TIF	304,192
Transfer from Hotel Tax Fund	97,328
Transfer from Gateway	8,290,373
Transfer from Stormwater (Street Maintenance)	5,309,575
Subsidy on BABs	425,859
Total Debt Service Fund Revenue	32,850,720
Utilization of Net Assets	-
Debt Service Fund Expenditures	
General Obligation Bonds	14,800,710
North Overton TIF	3,211,032
CBD TIF	307,459
Gateway	8,414,142
Stormwater (Street Maintenance)	5,309,575
Hotel Tax	97,328
HUD 108 Loan Program	-
Fiscal Agent Fees	6,800
Bond Sale Charges	175,137
Transfer to Civic Centers	528,538
Total Debt Service Appropriation	32,850,720
Fleet Services Fund	
Total Fleet Service Fund Revenue	1,510,284
Utilization of Net Assets	-
Total Fleet Service Appropriation	1,461,033
Health Benefits Fund	
Total Health Benefits Fund Revenue	30,303,396
Utilization of Net Assets	165,366
Total Health Benefits Appropriation	30,468,762
Information Technology Fund	
Total Information Technology Fund Revenue	11,177,926
Total Information Technology Appropriation	11,176,119
Investment Pool Fund	
Total Investment Pool Fund Revenue	187,500
Total Investment Pool Appropriation	186,378
Print Shop and Warehouse Fund	
Total Print Shop and Warehouse Fund Revenue	707,194
Total Print Shop and Warehouse Appropriation	707,194
Risk Management Fund	
Total Risk Management Fund Revenue	6,028,598
Utilization of Net Assets	116,269
Total Risk Management Fund Appropriation	6,144,867
Airport Fund	
Total Airport Fund Revenue	10,590,483
Utilization of Net Assets	19,956
Total Airport Fund Appropriation	10,610,440
Cemetery Fund	
Total Cemetery Fund Revenue	423,000
Transfer from General Fund	354,618
Utilization of Net Assets	-
Total Cemetery Fund Appropriation	777,618

Exhibit B - All Funds Summary

	Budget FY 2014-15
Civic Centers Fund	
Total Civic Center Fund Revenue	$ 618,000
Transfer from General Fund	444,972
Transfer from HOT Fund	1,808,106
Transfer from Debt Service Fund	528,538
Utilization of Net Assets	184,741
Total Civic Center Fund Appropriation	3,584,357
Lake Alan Henry Fund	
Total Lake Alan Henry Fund Revenue	456,200
Utilization of Net Assets	54,213
Total Lake Alan Henry Fund Appropriation	510,413
Lubbock Power and Light Fund	
Total Lubbock Power and Light Fund Revenue	240,356,388
Utilization of Net Assets	-
Total Lubbock Power and Light Fund Appropriation	240,146,860
Solid Waste Utility Fund	
Total Solid Waste Utility Fund Revenue	21,448,804
Utilization of Net Assets	1,426,715
Total Solid Waste Utility Fund Appropriation	22,875,518
Storm Water Utility Fund	
Total Storm Water Utility Fund Revenue	23,950,523
Utilization of Net Assets	-
Total Storm Water Utility Fund Appropriation	22,640,129
Transit Fund	
Total Transit Fund Revenue	9,795,383
Transfer from General Fund	2,235,272
Utilization of Net Assets	-
Total Transit Fund Appropriation	12,030,655
Wastewater Utility Fund	
Total Wastewater Utility Fund Revenue	36,869,641
Utilization of Net Assets	1,333,630
Total Wastewater Utility Fund Appropriation	38,203,271
Water Utility Fund	
Total Water Utility Fund Revenue	79,761,686
Utilization of Net Assets	1,361,304
Total Water Utility Fund Appropriation	81,122,990
Abandoned Vehicle Fund	
Total Abandoned Vehicle Fund Revenue	570,000
Utilization of Net Assets	-
Total Abandoned Vehicle Fund Appropriation	570,000
Animal Assitance Program	
Total Animal Assistance Program Fund Revenue	130,000
Utilization of Net Assets	-
Total Animal Assistance Program Fund Appropriation	130,000
Cable Services Fund	
Total Cable Services Fund Revenue	575,896
Total Cable Services Fund Appropriation	575,896
Central Business District TIF Fund	
Total Central Business District TIF Fund Revenue	771,640
Utilization of Net Assets	-
Total Central Business District TIF Fund Appropriation	580,528
Community Development Fund	
Total Community Development Fund Revenue	2,820,886
Total Community Development Fund Appropriation	2,820,886
Criminal Investigation Fund	
Total Criminal Investigation Fund Revenue	-
Utilization of Net Assets	-
Total Criminal Investigation Fund Appropriation	-

Exhibit B - All Funds Summary

	Budget FY 2014-15
Department of Justice Asset Sharing	
Total Department of Justice Asset Sharing Revenue	$ -
Utilization of Net Assets	-
Total Department of Justice Asset Sharing Appropriation	-
Economic Development Fund	
Total Economic Development Fund Revenue	3,096,497
Total Economic Development Fund Appropriation	3,096,497
Emergency Management Grant Fund	
Total Emergency Management Grant Fund Revenue	435,164
Total Emergency Management Grant Fund Appropriation	435,164
Gateway Streets Fund	
Total Gateway Streets Fund Revenue	7,812,901
Utilization of Net Assets	505,052
Total Gateway Streets Fund Appropriation	8,317,953
Hotel Occupancy Tax Fund	
Total Hotel Motel Tax Fund Revenue	7,153,744
Utilization of Net Assets	-
Total Hotel Motel Tax Fund Appropriation	7,153,744
Lubbock Business Park TIF	
Total Lubbock Business Park TIF Revenue	428,096
Total Lubbock Business Park TIF Appropriation	16,921
Lubbock Economic Development Alliance Fund	
Total Lubbock Economic Development Alliance Fund Revenue	5,496,494
Total Lubbock Economic Development Alliance Fund Appropriation	5,496,494
Municipal Court Fund	
Total Municipal Court Fund Revenue	239,349
Utilization of Net Assets	55,879
Total Municipal Court Fund Appropriation	295,228
North and East Lubbock Neighborhood and Infrastructure Fund	
Total North and East Lubbock Neighborhood Fund Revenue	469,264
Total North and East Lubbock Neighborhood Fund Appropriation	469,264
North Overton Public Improvement District Fund	
Total North Overton Public Improvement District Fund Revenue	575,694
Utilization of Net Assets	-
Total North Overton Public Improvement Improvement District Fund Appropriation	542,448
North Overton Tax Increment Fund	
Total North Overton Tax Increment Fund Revenue	4,029,254
Utilization of Net Assets	-
Total North Overton Tax Increment Fund Appropriation	4,029,254
North Point Public Improvement District Fund	
Total North Pointe Public Improvement District Fund Revenue	93,156
Utilization of Net Assets	205,883
Total North Pointe Public Improvement Improvement District Fund Appropriation	299,039
Quincy Park Public Improvement District Fund	
Total Quincy Park Public Improvement District Fund Revenue	71,509
Utilization of Net Assets	-
Total Quincy Park Public Improvement District Fund Appropriation	63,463
Valencia Public Improvement District Fund	
Total Valencia Public Improvement District Fund Revenue	7,718
Total Valencia Township Public Improvement District Fund Appropriation	7,185
Vintage Township Public Improvement District Fund	
Total Vintage Township Public Improvement District Fund Revenue	184,580
Total Vintage Township Public Improvement District Fund Appropriation	184,580

Exhibit B - All Funds Summary

	Budget FY 2014-15
Lubbock Economic Development Alliance	
Total Lubbock Economic Development Alliance Revenue	$ 7,980,242
Utilization of Net Assets	-
Total Lubbock Economic Development Alliance Appropriation	7,980,242
Market Lubbock, Inc.	
Total Market Lubbock, Inc. Revenue	2,999,147
Utilization of Net Assets	887,706
Total Market Lubbock Inc. Appropriation	3,886,853
Market Lubbock, Inc. - Visit Lubbock, Inc.	
Total Market Lubbock, Inc. - Visit Lubbock, Inc. Revenue	2,809,702
Utilization of Net Assets	158,479
Total Market Lubbock Inc. - Visit Lubbock, Inc. Appropriation	2,968,181
Market Lubbock, Inc. - Sports Authority	
Total Market Lubbock, Inc. - Sports Authority Revenue	1,154,117
Utilization of Net Assets	27,967
Total Market Lubbock Inc. - Sports Authority Appropriation	1,182,084
Civic Lubbock, Inc	
Total Civic Lubbock, Inc. Revenue	1,849,836
Utilization of Net Assets	45,500
Total Civic Lubbock, Inc. Appropriation	1,895,336
Vintage Township Public Facilities Corporation	
Total Vintage Township Public Facilities Corporation Revenue	164,580
Utilization of Net Assets	-
Total Vintage Township Public Facilities Corporation Appropriation	164,580

Exhibit C - Transfers Summary

To	From	Description	Amount
Airport Capital Projects Fund	Airport Enterprise Fund	Airport Pay-as-you-go Capital	$ 565,000
Aiport Capital Project Fund	Customer Facility Charge Fund	CFC Pay-as-you-go Capital	1,050,000
Airport Enterprise Fund	Airport PFC Fund	Airport PFC Debt Service	1,656,463
Civic Center Enterprise Fund	General Fund	Civic Center Operations	444,972
Civic Center Enterprise Fund	Hotel Occupancy Tax Fund	Civic Center Operations/Marketing	1,808,106
Civic Center Enterprise Fund	Debt Service Fund	Debt Service Payment	528,538
Civic Center Capital Project Fund	Hotel Occupancy Tax Fund	CIP Pay-as-you-go Capital	100,000
Cemetery Enterprise Fund	General Fund	Civic Center Operations	354,618
Debt Service Fund	Central Business District TIF	Debt Service Payment	300,691
Debt Service Fund	Gateway Streets Fund	Debt Service Payment	8,290,373
Debt Service Fund	Hotel Occupancy Tax Fund	Debt Service Payment	97,328
Debt Service Fund	North Overton TIF	Debt Service Payment	3,185,024
Debt Service Fund	Stormwater Enterprise Fund	Debt Service Payment	5,309,575
Emergency Management	General Fund	Grant Match	314,457
Gateway Streets Capital Project Fund	Gateway Streets Fund	CIP Pay-as-you-go Capital	50,000
Gateway Streets Fund	Lubbock Power & Light	Payment in Lieu of Franchise Fee	4,576,194
General Fund	Abandoned Vehicle	Master Lease Payment	299,720
General Fund	Airport Enterprise Fund	Aircraft Rescue Fire Fighting (ARFF)	1,462,784
General Fund	Airport Enterprise Fund	Indirect Cost	185,702
General Fund	Lubbock Power & Light	Payment in Lieu of Franchise Fee	6,864,290
General Fund	Lubbock Power & Light	Payment in Lieu of Property Tax	2,288,097
General Fund	Lubbock Power & Light	Indirect Cost	1,146,225
General Fund	Solid Waste Enterprise Fund	Cost of Business	1,287,447
General Fund	Solid Waste Enterprise Fund	Indirect Cost	313,977
General Fund	Solid Waste Enterprise Fund	Paved/Unpaved Streets	652,334
General Fund	Solid Waste Enterprise Fund	Payment in Lieu of Property Tax	410,133
General Fund	Stormwater Enterprise Fund	Payment in Lieu of Franchise Fee	1,435,531
General Fund	Stormwater Enterprise Fund	Indirect Cost	230,829
General Fund	Stormwater Enterprise Fund	Playa Lake	292,850
General Fund	Stormwater Enterprise Fund	Payment in Lieu of Property Tax	837,222
General Fund	Wastewater Enterprise Fund	Payment in Lieu of Franchise Fee	2,212,178
General Fund	Wastewater Enterprise Fund	Indirect Cost	410,340
General Fund	Wastewater Enterprise Fund	Payment in Lieu of Property Tax	1,667,779
General Fund	Water Enterprise Fund	Payment in Lieu of Franchise Fee	4,785,701
General Fund	Water Enterprise Fund	Indirect Cost	867,009
General Fund	Water Enterprise Fund	Paved Streets	733,216
General Fund	Water Enterprise Fund	Payment in Lieu of Property Tax	3,637,021
General Facilities Capital Project Fund	General Fund	General Fund Pay-as-you-go Capital	2,142,000
General Facilities Capital Project Fund	Hotel Occupancy Tax Fund	CIP Pay-as-you-go Capital	469,809
Grant Fund	Transit	Grant Funds	1,139,409
Lubbock Power & Light	Solid Waste Enterprise Fund	Utility Collections	822,446
Lubbock Power & Light	Stormwater Enterprise Fund	Utility Collections	822,446
Lubbock Power & Light	Wastewater Enterprise Fund	Utility Collections	1,904,524
Lubbock Power & Light	Water Enterprise Fund	Utility Collections	1,904,524
Lubbock Power & Light	Water Enterprise Fund	Water Dispatch and Software Transfer to LP&L	85,122
Lubbock Power & Light Capital Project Fund	Lubbock Power & Light	LP&L Pay-as-you-go Capital	10,839,900
North Overton TIF	Hotel Occupancy Tax Fund	North Overton TIF	625,000
Parks Capital Project Fund	General Fund	General Fund Pay-as-you-go Capital	19,035
Public Works Capital Project Fund	General Fund	General Fund Pay-as-you-go Capital	250,000
Solid Waste Capital Project Fund	Solid Waste Enterprise Fund	Solid Waste Pay-as-you-go Capital	312,500
Public Safety Capital Project Fund	General Fund	General Fund Pay-as-you-go Capital	285,000
Stormwater Capital Projects Fund	Stormwater Enterprise Fund	Stormwater Pay-as-you-go Capital	750,000
Transit Enterprise Fund	General Fund	Transit Operations	2,235,272
Vintage Township PFC	Vintage Township PID	Debt Service Payment	164,580
Wastewater Enterprise Fund	Solid Waste Enterprise Fund	Environmental Compliance	29,694
Wastewater Enterprise Fund	Water Enterprise Fund	Environmental Compliance	29,694
Wastewater Capital Projects Fund	Wastewater Enterprise Fund	Wastewater Pay-as-you-go Capital	682,149
Water Capital Projects Fund	Water Enterprise Fund	Water Pay-as-you-go Capital	1,522,219
Water Enterprise Fund	Lake Alan Henry Fund	Lake Alan Henry Debt Service	131,438

Exhibit D - Capital Program Summary

Project Number	Project Name	Appropriation to Date	Appropriation FY 2014-15
8070	Video Inspection of Storm Water Infrastructure	$ 3,600,000	-
8524	Canyon Lake System Reuse Study	2,219,800	-
8529	Airport Demolition	365,500	-
8531	Land Application Optimization	400,000	-
8532	Supplemental Water Supply for LAH	1,300,000	-
8534	FEMA Restudy - System G	500,000	-
8536	Facility Demolition	982,748	150,000
8537	Gateway Streets ROW Coordination	500,000	50,000
8538	Project Archaeology	1,000,000	-
8543	Lake Alan Henry Repairs/Maintenance	7,505,889	-
8545	Concrete Drainage Channel Repairs	615,000	250,000
8550	Golf Course Improvements	463,525	53,400
8552	Airfield Asphalt Repair	1,600,000	5,000,000
8555	Sanitary Sewer Manhole Adjustments	500,000	-
8556	Tank Rehabilitation at the Water Treatment Plant	900,000	-
8563	Sign Upgrades and Replacement	498,634	150,000
8571	Quaker/Erskine/Loop 289 Interchange	3,655,160	-
8577	Environmental Assessments for Gateway Projects	650,000	-
8579	Wastewater Direct Reuse Evaluation	300,000	-
8583	Milwaukee Bridges: Marsha Sharp Freeway and Spur 327	52,567	-
8584	Padmount Transformer Repair	100,000	200,000
8585	Air Switch Replacement	72,000	100,000
8586	Digital Orthophotography FY 2013-14	100,000	-
8587	Water System Master Plan and Model Update	500,000	400,000
8588	Aquifer Storage and Recovery Evaluation	200,000	-
8589	North Quaker/Erskine/North Loop 289	51,161	-
8590	Cooke Station Outage - Short Term	500,000	900,000
8591	Massengale Station Outage - Medium Term	350,000	1,325,000
8592	Godeke Library Renovations	866,000	-
8593	Consolidated Rental Car Facility Design	-	1,050,000
8594	Coliseum Parking Lot Seal Coat	-	100,000
8595	Storm Water Master Plan	-	500,000
8596	FEMA Restudy - Systems B,C,D	-	-
8597	Wastewater Indirect Reuse Evaluation	-	250,000
8598	Brackish Wellfield Evaluation	-	200,000
9395	GIS System Improvement	2,394,006	-
90055	Water Facilities Security Improvements	1,921,000	-
90095	North University Enhancement Project	1,728,278	-
90311	Fiber Optic Communication	720,000	-
90346	Lift Station Rehabilitation	2,085,000	-
91003	Bailey County Wellfield Improvements	4,985,583	14,000,000
91007	Comprehensive Water Line Changeouts	4,519,040	-
91032	Water Treatment Plant Improvements	9,402,000	-

Exhibit D - Capital Program Summary

Project Number	Project Name	Appropriation to Date	Appropriation FY 2014-15
91033	Pumping System Improvements	$ 1,906,875	500,000
91034	Water Line Replacement	2,444,000	500,000
91035	Water Lines Ahead of Street Paving	3,922,000	250,000
91038	Sewer Line Replacement	2,030,000	400,000
91039	Sewer Lines Ahead of Street Paving	3,125,000	460,000
91040	Sewer Tap Replacements	4,985,000	300,000
91042	Water Reclamation Plant Replacements	3,625,000	300,000
91049	Water Meter Replacements	3,755,000	450,000
91083	Land Application Production and Monitoring Wells	1,100,000	150,000
91162	Library Renovations	2,145,000	-
91169	Park Pavilions	1,463,601	382,686
91170	Park Playground Replacement	3,826,041	848,685
91190	City Hall Improvements	1,128,500	410,000
91195	Civic Center Renovation	9,134,288	-
91220	Major Repairs at Fire Facilities	2,595,009	300,000
92132	Solid Waste/Fleet Infrastructure	148,517	-
92141	Substation Relay Upgrade	405,000	350,000
92144	Buddy Holly Center	1,050,000	89,809
92167	Lubbock Business Center Various Renovations	940,000	-
92169	Irrigation Automation & Control Systems	2,857,960	-
92171	LAH Water Treatment Plant and Terminal Reservoir	60,700,000	-
92172	Traffic Signals/Controllers	1,400,000	300,000
92174	Northwest Lubbock and Maxey Park Project	41,950,000	18,000,000
92175	Storm Water Repair and Replacement	1,100,000	-
92178	South Lubbock Sanitary Sewer System Expansion Phase 1	26,500,000	400,000
92191	Airport Facility Improvements	2,600,000	475,000
92197	Tie Line Transformer Replacement	6,500,000	-
92210	McAlister Park Cut and Fill Master Plan	3,125,000	-
92216	Traffic Signal Upgrades	4,750,000	-
92217	34th Street Reconstruction - Quaker Avenue to Avenue Q	22,557,200	-
92221	Northwest Water Reclamation Plant	22,800,000	53,000,000
92227	Underground Utilities	4,300,000	3,000,000
92238	Facility Maintenance Fund	750,000	200,000
92240	Citywide Fuel System Upgrades	994,283	-
92241	Vehicle Purchase	1,598,000	-
92248	Street Maintenance Program	37,644,368	9,766,635
92249	SEWRP Solids Handling Facility Improvements	45,000,000	1,000,000
92252	Corrosion and Odor Control Center Pilot Project	250,000	-
92253	Locate and Replace Water Valves	1,900,000	350,000
92254	North Overton TIF Public Improvements	747,031	-
92255	BCWF Supply Line/Pumping System	26,500,000	-
92259	Multi-Company Fire Station No. 19	4,378,084	-

Exhibit D - Capital Program Summary

Project Number	Project Name	Appropriation to Date	Appropriation FY 2014-15
92262	Cemetery Permanent Improvements	$ 71,375	-
92263	Garden and Arts Center Renovations	433,500	-
92265	Erskine - MLK to East Loop 289	1,500,000	-
92266	Upgrade 800 MHz Radio System to P25 Compliance	6,565,000	3,400,000
92273	Substation Land Acquisition	2,065,000	2,000,000
92279	Pump Station Emergency Electric Generators	7,500,000	-
92280	LAH Wildlife Mitigation Area Improvements	250,000	-
92282	Downtown Redevelopment Underground	995,000	1,000,000
92283	Massengale 6 & 7 Cooling Tower Replacement	5,930,000	-
92284	Runway 17R/35L Rehab Construction	1,945,505	-
92285	Runway 17R/35L Rehab Design	2,451,278	-
92286	Glenna Goodacre Boulevard Extension	500,000	-
92287	Llano Estacado Lake Improvements	880,381	-
92288	Hoel Park Walking Track	380,000	-
92289	98th Street - University Avenue to US 87	6,375,300	4,000,000
92293	Cooke 1 Hydrogen Cooler Replacement	90,000	-
92296	Refurbish Cooke Startup Transformer	200,000	-
92303	Cooke CEMS Replacement	600,000	-
92307	Animal Shelter Expansion	1,200,000	100,000
92308	Landfill Improvements	75,000	-
92309	Permitting and Land Use System	660,000	-
92310	South Lubbock Sanitary Sewer System Expansion Phase II	3,000,000	16,000,000
92311	SEWRP Emergency Generator and Switch Gear	1,950,000	-
92312	Bailey County Wellfield Disinfection System	1,000,000	2,500,000
92313	Pump Station Disinfection System	1,000,000	-
92318	Major Sanitary Sewer Mains Rehabilitation	1,500,000	6,000,000
92319	Transmission Loop	7,300,000	-
92320	Substation Breaker Replacements	850,000	500,000
92322	Erskine Street - Indiana Avenue to Quaker Avenue	800,000	-
92323	Facility Renovations/Upgrades	1,835,370	185,000
92324	Document Management System	231,574	-
92325	Runway 17R/35L Construction Phase II	26,522,369	-
92326	Auditorium Air Handler Unit Replacement	432,000	-
92327	Mose Hood Park Restroom	300,000	-
92328	Aztlan Mural Shelter	135,000	-
92329	Codes and Environmental Health Software Replacement	250,000	-
92330	69kV Transmission Line Reconductoring	100,000	500,000
92331	Fiberoptic Communications	250,000	-
92332	GIS System Improvements	250,000	500,000
92333	Cooke Station Outage - Long Term	1,250,000	-
92334	Massengale Station Outage - Long Term	850,000	400,000
92335	Brandon Station Outage - Short Term	3,500,000	900,000

Exhibit D - Capital Program Summary

Project Number	Project Name	Appropriation to Date	Appropriation FY 2014-15
92337	FY 2013-14 Distribution Transformers	$ 2,400,000	-
92338	FY 2013-14 Service Distribution	200,000	-
92341	Overhead Fault Indicators	105,000	100,000
92343	FY 2013-2014 Vehicle Purchase	1,419,000	-
92344	Distribution Line Equipment	100,000	-
92345	15kV System Reconductor or Rebuild	75,000	150,000
92348	New Fire Station No. 1	330,000	4,765,000
92349	Communications System Expansion	350,000	350,000
92350	Southside Office Building Expansion	275,380	-
92351	Office/Warehouse Facility Renovation - Wastewater	1,250,000	-
92353	South Lubbock Water Treatment Plant Expansion	1,000,000	-
92354	Electrical Distribution Oil Contact Recloser Units	250,000	-
92355	Office/Warehouse Facility Replacement - Water	1,250,000	-
92357	Cooke Station Outage - Medium Term	750,000	-
92358	City Hall Elevator Installation	-	667,000
92359	Facility Roof Replacements	-	172,000
92360	Burgess Rushing Tennis Center (East Annex)	-	19,035
92361	Leftwich Park Development	-	111,303
92362	Buddy Holly Center Renovations Phase II	-	380,000
92363	Patterson Branch Library Renovations	-	700,000
92364	Lewis Ball Field Complex Facility Improvements	-	82,446
92365	Lakewood Development	-	566,192
92366	Emergency Operations Center	-	658,800
92367	Municipal Square Renovations	-	725,000
92368	LFD Maintenance Shop A/C Installation	-	285,000
92369	Police Department New Facility	-	10,200,000
92370	Transportation Improvements	-	250,000
92371	Runway 17R/35L Construction Phase III	-	14,310,057
92372	Aircraft Rescue & Fire Fighting Facility	-	900,000
92373	Dispatch Control Room Upgrade/Remodel	-	500,000
92374	69kV Line Rebuild-Coop to Slaton	-	3,000,000
92375	Oliver Substation Transformer Capacity Upgrade	-	2,500,000
92376	Massengale Station Outage - Short Term	-	900,000
92377	Brandon Station Outage - Medium Term	-	750,000
92378	FY 2014-2015 Street Lights	-	750,000
92379	Quaker Storm Water Project - Feeder Rebuild	-	300,000
92380	Northwest Substation Feeder Circuits	-	200,000
92381	Indiana URD Cable Replacement	-	3,000,000
92382	Substation Perimeter Alarms	-	100,000
92383	Mobile Substation	-	2,500,000
92384	FY 2014-2015 Distribution Transformers	-	1,500,000
92385	FY 2014-2015 Service Distribution	-	200,000
92386	FY 2014-2015 Underground Electric	-	1,750,000
92387	FY 2014-2015 Overhead Lines	-	1,500,000

Exhibit D - Capital Program Summary

Project Number	Project Name	Appropriation to Date	Appropriation FY 2014-15
92388	FY 2014-15 Vehicles and Equipment	$ -	1,457,000
92389	Milwaukee Autotransformer	-	2,400,000
92390	Cell 5 Development 2252	-	1,177,048
92391	Landfill 69 Shop Renovation	-	312,500
92392	Replacement Water Well at 69	-	40,000
92393	Cell VI Final Expansion at 69	-	35,000
92394	Street Intersection Drainage Improvements	-	50,000
92395	Wastewater Vehicle Replacement	-	282,149
92396	Bailey County Wellfield Data Radios	-	250,000
92397	Pump Station 10	-	1,000,000
92398	Water Vehicle Replacement	-	322,219
Total Appropriation		**$ 532,461,680**	**217,013,964**

Exhibit D - Capital Program Summary

Funding Source		Funding to Date	FY 2014-15
1991 Electric Light & Revenue Bonds	$	82,543	-
2001 General Obligation Bonds		483,504	-
2001 LP&L Revenue Bonds		115,917	
2003 General Obligation Bonds		16,496	
2003 Tax and Waterworks Revenue Certificates of Obligation		3,217,713	
2004 Tax and Waterworks Certificates of Obligation		60,000	
2005 General Obligation Bonds		136,606	
2005 Wastewater Revenue Certificates of Obligation		2,069,766	
Airport Fund Pay-As-You-Go		865,500	
Civic Center Capital Project Fund		432,000	
Federal Grant Funding		29,197,036	13,689,049
FY 2006 Airport Revenue Certificates of Obligation		37,594	-
FY 2006 LP&L Certificates of Obligation		67,853	-
FY 2006 Tax Supported Certificates of Obligation		685,255	-
FY 2006 Wastewater Revenue Certificates of Obligation		2,480,885	-
FY 2006 Water Revenue Certificates of Obligation		6,770,255	-
FY 2007 10-year Tax Supported Certificates of Obligation		555,000	-
FY 2007 10-Year Wastewater Revenue Certificates of Obligation		1,547,699	-
FY 2007 Airport Revenue Certificates of Obligation		161,502	-
FY 2007 General Obligation Bonds		5,651	-
FY 2007 Storm Water Revenue Certificates of Obligation		1,101,896	-
FY 2007 Tax Supported Revenue Certificates of Obligation		840,880	-
FY 2007 TIF Revenue Certificates of Obligation		29,175	-
FY 2007 Wastewater Revenue Certificates of Obligation		154,284	-
FY 2007 Water Revenue Certificates of Obligation		2,750,802	-
FY 2008 10-Year Water Revenue Certificates of Obligation		679,392	-
FY 2008 General Obligation Bonds		421	-
FY 2008 LP&L Certificates of Obligation		190,789	-
FY 2008 Storm Water Revenue Certificates of Obligation		600,000	-
FY 2008 Tax Supported Revenue Certificates of Obligation		573,396	-
FY 2008 TIF Revenue Certificates of Obligation		676,105	-
FY 2008 Wastewater Revenue Certificates of Obligation		7,711,490	50,580
FY 2008 Water Revenue Certificates of Obligation		5,217,637	-
FY 2009 10-Year Water Revenue Certificates of Obligation		3,945,350	-
FY 2009 Gateway Streets Revenue Certificates of Obligation		3,064,802	586,621
FY 2009 General Fund Pay-As-You-Go		185,951	-
FY 2009 General Obligation Bonds		1,109,288	-
FY 2009 LP&L Certificates of Obligation		600,006	-
FY 2009 LP&L Pay-As-You-Go		327,000	-
FY 2009 Solid Waste Pay-As-You-Go		15,317	-
FY 2009 Storm Water Pay-As-You-Go		613,000	-
FY 2009 Storm Water Revenue Certificates of Obligation		1,600,000	-
FY 2009 Tax Supported Revenue Certificates of Obligation		840,399	-
FY 2009 TIF Revenue Certificates of Obligation		41,731	-

Exhibit D - Capital Program Summary

Funding Source		Funding to Date	FY 2014-15
FY 2009 Wastewater Pay-As-You-Go	$	1,100,000	-
FY 2009 Water Revenue Certificates of Obligation		1,971,000	-
FY 2010 10-Year Wastewater Revenue Certificates of Obligation		767,209	-
FY 2010 10-Year Water Revenue Certificates of Obligation		1,384,485	-
FY 2010 Airport Pay-As-You-Go		413,498	-
FY 2010 CBD TIF Revenue Certificates of Obligation		27,852	-
FY 2010 Gateway Streets Revenue Certificates of Obligation		3,129,778	473,852
FY 2010 General Fund Pay-As-You-Go		44,824	-
FY 2010 General Obligation Bonds		14,815,074	-
FY 2010 LP&L Certificates of Obligation		1,247,716	-
FY 2010 LP&L Pay-As-You-Go		5,470,489	-
FY 2010 Storm Water Pay-As-You-Go		100,000	-
FY 2010 Storm Water Revenue Certificates of Obligation		1,525,000	-
FY 2010 TIF Revenue Certificates of Obligation		20	-
FY 2010 Wastewater Pay-As-You-Go		335,000	-
FY 2010 Wastewater Revenue Certificates of Obligation		3,007,725	-
FY 2010 Water Revenue Certificates of Obligation		78,290,706	-
FY 2011 10-Year Certificates of Obligation		9,201,970	-
FY 2011 10-Year Wastewater Revenue Certificates of Obligation		750,000	-
FY 2011 10-Year Water Revenue Certificates of Obligation		9,022,000	-
FY 2011 Airport Pay-As-You-Go		762,406	-
FY 2011 CBD TIF Revenue Certificates of Obligation		1,500,000	-
FY 2011 Gateway Streets Revenue Certificates of Obligation		1,270,372	-
FY 2011 General Fund Pay-As-You-Go		1,883,839	-
FY 2011 General Obligation Bonds		5,125,000	-
FY 2011 LP&L Pay-As-You-Go		3,480,693	-
FY 2011 PFC Revenue Certificates of Obligation		453,470	-
FY 2011 Solid Waste Revenue Certificates of Obligation		-	1,177,048
FY 2011 Storm Water Pay-As-You-Go		750,000	-
FY 2011 Storm Water Revenue Certificates of Obligation		2,972,225	-
FY 2011 Tax Supported Revenue Certificates of Obligation		2,235,239	-
FY 2011 Wastewater Pay-As-You-Go		545,000	-
FY 2011 Wastewater Revenue Certificates of Obligation		13,266,435	250,000
FY 2011 Water Revenue Certificates of Obligation		10,484,053	-
FY 2012 10-Year Certificates of Obligation		9,339,999	-
FY 2012 10-Year Wastewater Revenue Certificates of Obligation		500,000	-
FY 2012 10-Year Water Revenue Certificates of Obligation		2,200,000	-
FY 2012 Airport Pay-As-You-Go		775,000	-
FY 2012 General Fund Pay-As-You-Go		72,190	-
FY 2012 General Obligation Bonds		10,615,210	-
FY 2012 LP&L Pay-As-You-Go		2,512,000	-
FY 2012 Storm Water Pay-As-You-Go		1,000,000	-
FY 2012 Storm Water Revenue Certificates of Obligation		33,925,918	-
FY 2012 Tax Supported Revenue Certificates of Obligation		1,630,284	-

Exhibit D - Capital Program Summary

Funding Source	Funding to Date	FY 2014-15
FY 2012 Transfer from Cemetery Fund	$ 71,375	-
FY 2012 Wastewater Pay-As-You-Go	75,000	-
FY 2012 Wastewater Revenue Certificates of Obligation	9,271,659	4,254
FY 2012 Water Revenue Certificates of Obligation	13,334,257	-
FY 2013 10-Year Certificates of Obligation	2,825,000	-
FY 2013 10-Year LP&L Revenue Bonds	5,270,000	-
FY 2013 10-Year Tax Revenue Certificates of Obligation	9,604,072	-
FY 2013 10-Year Wastewater Revenue Certificates of Obligation	2,450,000	-
FY 2013 Airport Pay-As-You-Go	775,000	-
FY 2013 CBD TIF Pay-As-You-Go	800,000	-
FY 2013 General Fund Pay-As-You-Go	1,363,964	-
FY 2013 General Obligation Bonds	7,975,000	-
FY 2013 LP&L Pay-As-You-Go	112,000	-
FY 2013 LP&L Revenue Bonds	1,500,000	-
FY 2013 Solid Waste Pay-As-You-Go	75,000	-
FY 2013 Storm Water Pay-As-You-Go	820,000	-
FY 2013 Storm Water Revenue Certificates of Obligation	5,253,961	-
FY 2013 Tax Supported Revenue Certificates of Obligation	1,260,632	-
FY 2013 Wastewater Pay-As-You-Go	695,000	-
FY 2013 Wastewater Revenue Certificates of Obligation	32,099,779	-
FY 2013 Water Pay-As-You-Go	220,000	-
FY 2014 10-Year Certificates of Obligation	3,490,000	-
FY 2014 10-Year LP&L Revenue Certificates of Obligation	3,500,000	-
FY 2014 10-Year Tax Revenue Certificates of Obligation	9,922,300	-
FY 2014 10-Year Wastewater Revenue Certificates of Obligation	1,226,517	-
FY 2014 10-Year Water Revenue Certificates of Obligation	1,150,000	-
FY 2014 Airport Pay-As-You-Go	775,000	-
FY 2014 CBD TIF Revenue Certificates of Obligation	2,472,148	-
FY 2014 Fleet Pay-As-You-Go	200,000	-
FY 2014 Gateway Streets Revenue Certificate of Obligation	1,560,348	-
FY 2014 General Fund Pay-As-You-Go	5,355,807	-
FY 2014 LP&L Pay-As-You-Go	7,691,000	-
FY 2014 LP&L Revenue Bonds	10,400,000	-
FY 2014 PFC Revenue Certificates of Obligation	2,638,446	-
FY 2014 Solid Waste Revenue Certificates of Obligation	275,380	-
FY 2014 Storm Water Pay-As-You-Go	350,000	-
FY 2014 Tax Supported Revenue Certificates of Obligation	2,993,163	-
FY 2014 Wastewater Pay-As-You-Go	109,504	-
FY 2014 Wastewater Revenue Certificates of Obligation	40,923,565	-
FY 2014 Water Pay-As-You-Go	750,000	-
FY 2014 Water Revenue Certificates of Obligation	5,187,128	-
FY 2015 10-Year Certificates of Obligation	-	3,400,000
FY 2015 10-Year LP&L Revenue Bonds	-	2,075,000
FY 2015 10-Year Tax Revenue Certificates of Obligation	-	10,066,635

Exhibit D - Capital Program Summary

Funding Source		Funding to Date	FY 2014-15
FY 2015 10-Year Wastewater Revenue Certificates of Obligation	$	-	600,000
FY 2015 10-Year Water Revenue Certificates of Obligation		-	950,000
FY 2015 Airport Pay-As-You-Go		-	565,000
FY 2015 Airport Revenue Certificates of Obligation		-	5,000,000
FY 2015 CBD TIF Revenue Certificates of Obligation		-	3,000,000
FY 2015 CFC Fund Pay-As-You-Go		-	1,050,000
FY 2015 Gateway Pay-As-You-Go		-	50,000
FY 2015 Gateway Streets Revenue Certificates of Obligation		-	2,939,527
FY 2015 General Fund Pay-As-You-Go		-	2,696,035
FY 2015 LP&L Pay-As-You-Go		-	10,839,900
FY 2015 LP&L Revenue Bonds		-	18,500,000
FY 2015 PFC Revenue Certificates of Obligation		-	1,431,008
FY 2015 Solid Waste Pay-As-You-Go		-	312,500
FY 2015 Solid Waste Revenue Certificates of Obligation		-	35,000
FY 2015 Storm Water Pay-As-You-Go		-	750,000
FY 2015 Storm Water Revenue Certificates of Obligation		-	18,050,000
FY 2015 Tax Supported Revenue Certificates of Obligation		-	19,582,112
FY 2015 Wastewater Pay-As-You-Go		-	682,149
FY 2015 Wastewater Revenue Certificates of Obligation		-	76,955,166
FY 2015 Water Pay-As-You-Go		-	1,522,219
FY 2015 Water Revenue Certificates of Obligation		-	18,250,000
Gateway Capital Project Fund		3,655,160	-
General Capital Project Fund		744,565	53,400
General Fund Pay-As-You-Go		520,009	-
Grant Funding		15,000	-
Hotel/Motel Funds		4,125,000	569,809
Internal Service Fund Pay-As-You-Go		35,000	-
LAH Repair/Replacement Fund		505,889	-
LP&L Capital Project Fund		-	817,100
LP&L Pay-As-You-Go		290,000	-
Public Works Capital Project Fund		200,000	-
Radio Shop Fund Pay-As-You-Go		222,435	-
Solid Waste Capital Project Fund		-	40,000
Solid Waste Utility Pay-As-You-Go		98,200	-
Storm Water Utility Pay-As-You-Go		598,000	-
Transfer from Solid Waste Capital Project Fund		259,683	-
TxDOT Participation		582,006	-
Wastewater Capital Project Fund		1,473,483	-
Wastewater Pay-As-You-Go		450,000	-
Water Utility Pay-As-You-Go		103,680	-
Total Funding	**$**	**532,461,680**	**217,013,964**

Exhibit E - Master Lease Vehicle Replacement Schedule

	No. of Items	Life	Replacement	Cost
GENERAL FUND				
Building Inspection	1	7	1/2 Ton Ext Cab Pickup	$ 21,905
Fire Equip Maintenance	1	5	SUV - Tahoe	35,000
Fire Equip Maintenance	1	10	Quint	750,000
Fire Equip Maintenance	1	10	Platform	1,250,000
Park Maintenance	1	7	Backhoe w/ 12" & 18" Buckets	90,000
Park Maintenance	1	7	Flatbed Truck	110,000
Park Maintenance	1	10	4 Wheel Drive Tractor w/ Front-end Loader and Boxblade	49,000
Park Maintenance	1	10	4 Wheel Drive Tractor w/ Front-end Loader and Boxblade	49,000
Park Maintenance	1	7	3/4 Ton Crew Cab	26,565
Park Maintenance	1	7	3/4 Ton Chassis, Standard Cab, Single Rear Wheel	27,942
Park Maintenance	1	7	1 Ton Flat Bed	31,022
Park Maintenance	1	7	3/4 Ton Chassis, Standard Cab, Single Rear Wheel	27,942
Park Maintenance	1	7	3/4 Ton Ext Cab Pickup	23,168
Park Maintenance	1	7	3/4 Ton Ext Cab Pickup	23,268
Park Maintenance	1	7	3/4 Ton Ext Cab Pickup	23,268
Park Maintenance	1	7	3/4 Ton Ext Cab Pickup	23,268
Park Maintenance	1	7	3/4 Ton Ext Cab Pickup	23,268
Park Maintenance	1	7	3/4 Ton Chassis, Standard Cab, Single Rear Wheel	27,942
Park Maintenance	1	7	3/4 Ton Ext Cab Pickup	23,268
Patrol	1	10	Cajun 2100 Boat	50,000
Patrol	1	5	Patrol SUV	51,487
Patrol	1	5	Patrol SUV	51,487
Patrol	1	5	Patrol SUV	51,487
Patrol	1	5	Patrol SUV	51,487
Patrol	1	5	Patrol SUV	51,487
Patrol	1	5	Patrol SUV	51,487
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Patrol	1	5	Patrol SUV	51,487
Patrol	1	5	Patrol SUV	51,487
Patrol	1	5	Patrol SUV	51,487
Patrol	1	5	Patrol SUV	51,487
Police Investigations	1	5	4-Door Sedan	32,311
Police Investigations	1	5	1/2 Ton Pickup	33,631
Police Special Ops	1	5	4-Door Sedan	32,311
Police Special Ops	1	5	4-Door Sedan	32,311
Police Special Ops	1	5	4-Door Sedan	32,311
Police Training	1	5	3/4 Ton Ext Cab Pickup	33,631
Police Training	1	5	4-Door Sedan	32,311
Street Drainage	1	7	1/2 Ton Ext Cab Pickup	21,905
Streets	1	10	Pressure Washer	5,040
Streets	1	7	3/4 Ton Ext Cab 4 x 4 Herbicide Sprayer	87,000
Streets	1	7	3/4 Ton Utitily Bed	36,383
Streets	1	10	Heavy Duty Trailer	14,289
Streets	1	10	12 CY Dump Truck	253,500
Traffic Operations	1	10	Concrete Saw Walk Behind	5,000
Traffic Operations	1	10	Concrete Saw Walk Behind	5,000

Traffic Operations	1	10	20k GVWR Truck w/ Utility	110,000
Traffic Operations	1	7	1 Ton Pickup w/Utility and Crane	50,000
Traffic Operations	1	7	1 Ton Pickup Crew Cab 4x4	29,000
Traffic Operations	1	10	Welder Trailer Complete	12,000
Traffic Operations	1	10	50' Pole Trailer For Signal Arms	35,000
Traffic Operations	1	7	Backhoe & Trailer	115,000
Vector Control	1	7	ULV Fogger	17,000
Vector Control	1	7	Mid-size Pickup	23,904
				$ 4,918,865
ENTERPRISE FUNDS				
Alley Maintenance	1	10	Grader	271,000
Alley Maintenance	1	10	12 yd Dump Truck W/Snow Plow	242,025
Alley Maintenance	1	10	Salt Spreader	22,900
Cemetery	1	7	Backhoe	85,000
Fleet Services	1	7	Large SUV	33,000
Inmate Clean-Up	1	7	ExMark ZRT 72" Mower	15,000
Inmate Clean-Up	1	7	1 Ton Crew Cab Pickup	30,429
Landfill	1	7	Compactor	575,000
Landfill	1	7	1/2 Ton Ext Cab Pickup 4x4	26,000
Landfill	1	7	Water Truck	180,000
Landfill	1	10	All Wheel Drive Motor Grader	300,000
Landfill	1	10	Kubota MX 7040, 4 Wheel Drive w/ 12 Foot Flex Wing	55,000
Landfill	1	10	Roll-off Truck	154,335
Landfill	1	7	Scraper Rebuild	555,000
Landfill	1	10	Off Road Dump Truck 25 CY	375,000
Landfill	1	7	1 Ton Crew Cab with Utility Bed 4x4	35,000
Landfill	1	10	Versa-Vac	29,000
Recycling Collection	1	5	Skid Steer Loader	38,080
Residential Collection	1	3	Sideloader	170,000
Residential Collection	1	3	Sideloader	170,000
Residential Collection	1	3	Sideloader	170,000
Residential Collection	1	3	Sideloader	170,000
Residential Collection	1	3	Sideloader	170,000
Residential Collection	1	3	Sideloader	170,000
Residential Collection	1	3	Sideloader	170,000
Residential Collection	1	3	Sideloader	170,000
Residential Collection	1	3	Sideloader	170,000
Residential Collection	1	3	Sideloader	170,000
Residential Collection	1	7	3/4 Ton 4X4 Pick-Up	25,673
Storm Sewer Maintenance	1	10	S330 Bobcat	90,000
Storm Water	1	7	1/2 Ton Crew Cab Pickup 4x4	26,759
Street Cleaning	1	7	Sweeper	260,820
Street Cleaning	1	10	12 cy Dump Truck W/Snow Plow	230,500
Wastewater Collection	1	1	Vac-Con Truck	320,000
Water Dist & Maint	1	7	INTL 440 SBA Crew Truck	100,800
Water Dist & Maint	1	7	Case Backhoe 580 SM	95,000
Water Dist & Maint	1	7	1 Ton Valve Truck	90,000
Water Reservior	1	7	Backhoe	85,000
Water Treatment	1	10	Forklift	69,000
				$ 6,285,321
INTERNAL SERVICE FUNDS				
Risk Administration	1	7	1/2 Ton Pickup 4x4	$ 24,338
				$ 24,338
SPECIAL REVENUE FUNDS				
Community Development	1	7	1/2 Ton Pickup	$ 21,905
				$ 21,905
TOTAL ALL FUNDS				**$ 11,250,429**

Exhibit F - Master Lease Equipment Replacement Schedule

INTERNAL SERVICE FUNDS	No. of Items	Life	Replacement Request	Replacement Cost
Information Technology	288	3	Desktops for Workstation Replacement	172,800
Information Technology	27	3	Laptops for Workstation Replacement	27,000
Information Technology	19	3	Docked Laptops	22,800
Information Technology	14	3	GIS Workstations	37,800
Information Technology	117	2	Toughbook	491,400
Information Technology	1	5	Storage Area Network	220,000
Information Technology	6	2	Servers	99,996
Information Technology	2	5	Core Networks	50,000
Information Technology	10	5	Core/Edge Netwroks	50,000
Radio Shop	60	3	XG75 Portable Radio	175,501
TOTAL INTERNAL SERVICE FUNDS				1,347,297
TOTAL EQUIPMENT REPLACEMENT				$ 1,347,297

Exhibit G - MAG Unified Pay Plan

Pay Grade	Minimum	Midpoint	Maximum
101	$ 14,516.00	18,000.00	22,500.00
102	15,242.00	18,900.00	23,625.00
103	16,004.00	19,845.00	24,806.00
104	16,804.00	20,837.00	26,047.00
105	17,644.00	21,879.00	27,349.00
111	23,645.00	29,320.00	36,650.00
112	24,828.00	30,786.00	38,483.00
113	26,069.00	32,325.00	40,407.00
114	27,372.00	33,942.00	42,427.00
115	28,741.00	35,639.00	44,548.00
116	30,178.00	37,421.00	46,776.00
117	31,687.00	39,292.00	49,115.00
118	33,271.00	41,256.00	51,570.00
119	34,935.00	43,319.00	54,149.00
120	36,682.00	45,485.00	56,856.00
121	38,516.00	47,759.00	59,699.00
122	40,441.00	50,147.00	62,684.00
123	42,463.00	52,655.00	65,818.00
124	44,587.00	55,287.00	69,109.00
125	46,816.00	58,052.00	72,565.00
126	49,157.00	60,954.00	76,193.00
127	51,615.00	64,002.00	80,003.00
128	54,195.00	67,202.00	84,003.00
129	56,905.00	70,562.00	88,203.00
130	59,750.00	74,090.00	92,613.00

Exhibit G - MAG Unified Pay Plan

Pay Grade	Minimum	Midpoint	Maximum
131	$ 62,738.00	77,795.00	97,244.00
132	65,875.00	81,685.00	102,106.00
133	69,169.00	85,769.00	107,211.00
134	72,627.00	90,057.00	112,572.00
135	76,258.00	94,560.00	118,200.00
136	80,071.00	99,288.00	124,110.00
137	84,075.00	104,253.00	130,316.00
138	88,278.00	109,465.00	136,832.00
139	92,692.00	114,939.00	143,673.00
140	97,327.00	120,686.00	150,857.00
141	102,193.00	126,720.00	158,400.00
142	107,303.00	133,056.00	166,320.00
143	112,668.00	139,709.00	174,636.00
144	118,302.00	146,694.00	183,368.00
145	124,217.00	154,029.00	192,536.00
146	130,428.00	161,730.00	202,163.00
147	136,949.00	169,817.00	212,271.00
148	143,796.00	178,307.00	222,884.00
149	150,986.00	187,223.00	234,029.00
150	158,535.00	196,584.00	245,730.00

Exhibit G - Police Pay Plan

Steps	Annual Cadet PNCSP	Annual Entry Level I PNCE1	Annual Entry Level II PNCE2	Annual Patrol Officer PCS1	Annual Corporal PCS2	Annual Sergeant PCS3	Annual Lieutenant PCS4	Annual Captain PCS5	Annual Asst. Chief PCS6
A	$ 44,300.00	45,483.36	47,875.36	50,752.00	64,987.52	69,885.00	81,294.00	91,984.00	103,601.00
B				53,894.88	66,254.24	73,009.00	84,644.00	96,254.00	112,599.00
C				57,191.68	67,579.32	76,273.00	88,132.00	100,723.00	122,378.00
D				60,850.40					
E				62,336.56					
F				63,822.72					

Steps	Hourly Cadet PNCSP	Hourly Entry Level I PNCE1	Hourly Entry Level II PNCE2	Hourly Patrol Officer PCS1	Hourly Corporal PCS2	Hourly Sergeant PCS3	Hourly Lieutenant PCS4	Hourly Captain PCS5	Hourly Asst. Chief PCS6
A	$ 21.298	21.867	23.017	24.400	31.244	33.599	39.084	44.223	49.808
B				25.911	31.853	35.100	40.694	46.276	54.134
C				27.496	32.490	36.670	42.371	48.425	58.836
D				29.255					
E				29.970					
F				30.684					

Progression in each pay grade is based on seniority in that pay grade. Seniority is defined as the total time of employment as a police officer for the City of Lubbock. Time-off for disciplinary suspension does not constitute a loss of seniority time, nor does it constitute a break in service. The time involved in "move-up" is also not included. It does mean all years of service as an officer with the City of Lubbock, whether interrupted or uninterrupted, and not merely the last continuous period of service. Seniority credit shall be figured to five decimal places.

All employees start at Entry Level I, grade PNC(E1). Employees progress to Entry Level II, grade PNC(E2) upon 12 months of continuous service with the Lubbock Police Department at Entry Level I. Employees progress to grade PCS1 upon six months of continuous service with the Lubbock Police Department at Entry Level II. Police Officers then progress through steps A-D in PCS1 annually, and Step E at 8 years and Step F at 12 years. Progress from Step A to Step C in the other grades requires two years in each step. However, if the anniversary date occurs during the last half of the pay period, the increase does not become effective until the beginning of the next pay period.

Note: A probationary period of 18 months begins on the first day of employment with the department as a classified employee unless the employee is already certified as a Peace Officer by Texas Commission of Law Enforcement Officer Standards and Education at that time. In this case the probationary period is 12 months. Upon completion of 12 months, a certified Peace Officer attains Civil Service status and receives longevity pay; however the employee does not advance to Police Officer, PCS1 until completion of 6 months as Entry Level II as indicated above.

Biweekly rate = Hourly rate * 80. Annual rate = Biweekly rate * 26. Monthly rate = Annual rate / 12.
All conversions are approximate.

Exhibit G - Fire Pay Plan (40 Hour Shifts)

Steps	Probationary Fire Fighter FNCS1	Fire Fighter FCS1	Equipment Operator FCS2	Lieutenant FCS3	Captain FCS4	Battalion Chief FCS5	Division Chief FCS6	Deputy Chief FCS7
1	$ 46,698.08	49,533.12	66,998.88	72,579.52	81,163.68	93,323.36	103,877.28	110,674.72
2		50,363.04	67,308.80	72,974.72	81,768.96	94,053.44	104,295.36	112,124.48
3		51,195.04	67,616.64	73,367.84	82,376.32	94,783.52	104,713.44	113,576.32
4		52,027.04	67,926.56	73,765.12	82,981.60	95,517.76	105,131.52	115,028.16
5		52,859.04	68,236.48	74,158.24	83,586.88	96,247.84	105,549.60	116,477.92
6		53,691.04	68,544.32	74,553.44	84,194.24	96,980.00	105,967.68	117,927.68
7		54,520.96	68,854.24	74,946.56	84,799.52	97,710.08	106,385.76	119,381.60
8		76,155.04	69,162.08	75,341.76	85,408.96	98,444.32	106,805.92	
9		56,187.04	69,472.00	75,739.04	86,014.24	99,174.40	107,221.92	
10		57,016.96	69,779.84	76,132.16	86,621.60	99,906.56		
11		57,848.96	70,089.76	76,527.36	87,226.88	100,636.64		
12		58,683.04	70,399.68	76,920.48	87,834.24			
13		59,512.96	70,707.52	77,315.68	88,439.52			
14		60,344.96	71,017.44	77,708.80				
15		61,179.04	71,327.36	78,106.08				
16		62,008.96	71,635.20					
17		62,840.96	71,943.04					
18		63,672.96						
19		64,504.96						
20		65,336.96						

Steps	Hourly Probationary Fire Fighter FNCS1	Hourly Fire Fighter FCS1	Hourly Equipment Operator FCS2	Hourly Lieutenant FCS3	Hourly Captain FCS4	Hourly Battalion Chief FCS5	Hourly Division Chief FCS6	Hourly Deputy Chief FCS7
1	$ 22.451	23.814	32.211	34.894	39.021	44.867	49.941	53.209
2		24.213	32.360	35.084	39.312	45.218	50.142	53.906
3		24.613	32.508	35.273	39.604	45.569	50.343	54.604
4		25.013	32.657	35.464	39.895	45.922	50.544	55.302
5		25.413	32.806	35.653	40.186	46.273	50.745	55.999
6		25.813	32.954	35.843	40.478	46.625	50.946	56.696
7		26.212	33.103	36.032	40.769	46.976	51.147	57.395
8		26.613	33.251	36.222	41.062	47.329	51.349	
9		27.013	33.400	36.413	41.353	47.680	51.549	
10		27.412	33.548	36.602	41.645	48.032		
11		27.812	33.697	36.792	41.936	48.383		
12		28.213	33.846	36.981	42.228			
13		28.612	33.994	37.171	42.519			
14		29.012	34.143	37.360				
15		29.413	34.292	37.551				
16		29.812	34.440					
17		30.212	34.588					
18		30.612						
19		31.012						
20		31.412						

Progression in each pay grade is based on seniority in that pay grade. Seniority is defined as the total time of employment as a fire fighter for the City of Lubbock. Time-off for disciplinary suspension does not constitute a loss of seniority time, nor does it constitute a break in service. The time involved in "move-up" is also not included. It does mean all years of service as a fire fighter with the City of Lubbock, whether interrupted or uninterrupted, and not merely the last continuous period of service. Seniority credit shall be figured to five decimal places.

Employees who successfully complete one (1) year as Probationary Fire Fighter move to grade FCS1. Fire Fighters advance through each step annually in FCS1 until reaching the 20th step. Progression through the steps in the other grades also requires one year in each step. However, if the anniversary date occurs during the last half of the pay period, the increase does not become effective until the beginning of the next pay period.

Biweekly rate=Hourly rate*106. Annual rate=Biweekly rate*26. All conversions are approximate.

Exhibit G - Fire Pay Plan (Kelly Shifts)

Steps	Probationary Fire Fighter FNCS1	Fire Fighter FCS1	Equipment Operator FCS2	Lieutenant FCS3	Captain FCS4	Battalion Chief FCS5	Division Chief FCS6	Deputy Chief FCS7
1	$ 44,197.97	46,876.80	63,410.05	68,693.30	76,815.23	88,321.53		
2		47,667.78	63,702.18	69,065.36	77,391.24	89,016.04		
3		48,453.24	63,994.32	69,440.18	77,964.48	89,707.80		
4		49,238.70	64,286.46	69,814.99	78,537.73	90,399.56		
5		50,029.67	64,581.35	70,187.05	79,110.98	91,094.07		
6		50,815.13	64,873.48	70,561.87	79,684.23	91,785.82		
7		51,600.59	65,165.62	70,933.93	80,257.48	92,477.58		
8		52,391.56	65,457.76	71,308.74	80,833.48	93,169.34		
9		53,177.02	65,752.65	71,680.80	81,406.73	93,861.09		
10		53,962.48	66,044.78	72,052.86	81,979.98	94,552.85		
11		54,753.45	66,336.92	72,424.92	82,553.22	95,247.36		
12		55,538.91	66,629.06	72,799.74	83,129.23			
13		56,324.37	66,921.19	73,174.56	83,705.23			
14		57,115.34	67,213.33	73,546.62				
15		57,900.80	67,505.46	73,921.43				
16		58,686.26	67,800.36					
17		59,477.24	68,092.49					
18		60,262.70						
19		61,048.16						
20		61,839.13						

Steps	Hourly Probationary Fire Fighter FNCS1	Hourly Fire Fighter FCS1	Hourly Equipment Operator FCS2	Hourly Lieutenant FCS3	Hourly Captain FCS4	Hourly Battalion Chief FCS5	Hourly Division Chief FCS6	Hourly Deputy Chief FCS7
1	$ 16.037	17.009	23.008	24.925	27.872	32.047		
2		17.296	23.114	25.060	28.081	32.299		
3		17.581	23.220	25.196	28.289	32.550		
4		17.866	23.326	25.332	28.497	32.801		
5		18.153	23.433	25.467	28.705	33.053		
6		18.438	23.539	25.603	28.913	33.304		
7		18.723	23.645	25.738	29.121	33.555		
8		19.010	23.751	25.874	29.330	33.806		
9		19.295	23.858	26.009	29.538	34.057		
10		19.580	23.964	26.144	29.746	34.308		
11		19.867	24.070	26.279	29.954	34.560		
12		20.152	24.176	26.415	30.163			
13		20.437	24.282	26.551	30.372			
14		20.724	24.388	26.686				
15		21.009	24.494	26.822				
16		21.294	24.601					
17		21.581	24.707					
18		21.866						
19		22.151						
20		22.438						

Progression in each pay grade is based on seniority in that pay grade. Seniority is defined as the total time of employment as a fire fighter for the City of Lubbock. Time-off for disciplinary suspension does not constitute a loss of seniority time, nor does it constitute a break in service. The time involved in "move-up" is also not included. It does mean all years of service as a fire fighter with the City of Lubbock, whether interrupted or uninterrupted, and not merely the last continuous period of service. Seniority credit shall be figured to five decimal places.

Employees who successfully complete one (1) year as Probationary Fire Fighter move to grade FCS1. Fire Fighters advance through each step annually in FCS1 until reaching the 20th step. Progression through the steps in the other grades also requires one year in each step. However, if the anniversary date occurs during the last half of the pay period, the increase does not become effective until the beginning of the next pay period.

Kelly shift rate (k)=Biweekly rate (40 hour)/112. Annual rate=Biweekly rate*26. All conversions are approximate.

Exhibit H - Position Control Summary

	Budget FY 2014-15
Administrative Services	
City Attorney	16
City Council	-
City Manager	7
City Secretary	12
Facilities Management	16
Finance	30
Human Resources	6
Internal Audit	3
Public Information	7
Total Administrative Services	97
Community Services	
Building Inspection	24
Planning	7
Total Community Services	31
Cultural and Recreation Services	
Library	36
Museums	8
Parks	81
Total Cultural and Recreation Svcs	125
Public Works	
Engineering	17
Streets	36
Traffic	37
Total Public Works	90
Public Safety and Health Services	
Animal Services	24
Codes and Environmental Health	32
Fire	429
Municipal Courts	20
Police	545
Public Health	14
Vector Control	6
Total Public Safety and Health Services	1,070
TOTAL	1,413

Exhibit H - Position Control Summary

	Budget FY 2014-15
Internal Service Funds	
Fleet	18
Health Benefits	3
Information Technology	44
Investment Pool	1
Print Shop/Warehouse	6
Risk Management	6
Total Internal Service Funds	78
Enterprise Funds	
Airport	48
Cemetery	7
Civic Centers	27
Lake Alan Henry	1
Lubbock Power and Light	303
Solid Waste	112
Storm Water	38
Wastewater	76
Water	170
Total Enterprise Funds	782
Special Revenue Funds	
Community Development	14
Economic Development	-
Emergency Management	5
Gateway Streets	-
Juvenile Case Manager	-
Municipal Court	2
Total Special Revenue Funds	21
TOTAL CITY FUNDS	2,294

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

Meeting Date: 09/11/2014

Information

Agenda Item

Resolution - Finance: Consider a resolution ratifying the adoption of the FY 2014-15 budget that raises more tax revenue than was generated in the previous year.

Item Summary

Chapter 102 of the Texas Local Government Code brings into the budget process truth-in-taxation disclosure concepts. Any budget to be enacted after September 1, 2007, that raises more property tax revenue than the previous year requires two votes by the City Council:

a. one vote to adopt the budget; and
b. a separate vote to ratify the property tax revenue increase reflected in the budget.

This resolution addresses (b) as required by Chapter 102 of the Texas Local Government Code.

Fiscal Impact

The FY 2014-15 Adopted Operating Budget and Capital Program raises more total property taxes than last year's budget by $5,487,713, or 8.53 percent, and of that amount, $1,936,671 is tax revenue to be raised from new property added to the roll this year. This is a change from the proposed budget due to the increase in value from the preliminary values to the certified roll and the adoption by Council of the Ordinance which included the increased revenue generated by the final certified value.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ratification Resolution

RESOLUTION

WHEREAS, the City Council of the City of Lubbock has adopted an FY 2014-15 budget that will raise more property tax revenue than was generated in the previous year; and

WHEREAS, Chapter 102 of the Texas Local Government Code requires the City Council to "ratify" the adoption of a budget that will raise more property tax revenue than was generated in the prior year by a separate vote; NOW THEREFORE:

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

THAT the City Council of the City of Lubbock hereby ratifies the adoption of a FY 2014-15 budget that will raise more property tax revenue than was generated in the previous year.

Passed by the City Council this _____ day of _____, 2014.

VOTING FOR PASSAGE:	VOTING AGAINST PASSAGE:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Council members present but not voting: _____

Council members absent: _____

****

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

Amy L. Sims
Deputy City Attorney-Transactional

Res.Property Tax Revenue Ratification
7.9.14

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

Meeting Date: 09/11/2014

Information

Agenda Item

Ordinance 2nd Reading - Finance: Consider Ordinance 2014-O0123 setting the tax rate and levying a tax upon all property subject to taxation with the City of Lubbock for 2014; apportioning said levy among the various funds and items for which revenue must be raised; fixing the times in which said taxes shall be paid and assessing penalty and interest for nonpayment of such taxes within the time provided.

Item Summary

On September 4, 2014, the City Council approved the first reading of the ordinance.

This is the second reading of the ordinance adopting and levying the tax rate for 2014. Prior to considering the ordinance adopting the levying of the tax rate, the City Council must consider the ordinance adopting the budget. The second reading of the ordinance adopting the budget is item 6.7 on today's agenda. The property tax is proposed at $0.5274 per $100 valuation. The tax rate is distributed as follows:

General Fund Maintenance and Operations	$0.39000
Interest and Sinking Fund	0.11425
Economic Development	0.02315

Fiscal Impact

The General Fund Maintenance and Operations tax rate will generate $51,124,066; the Interest and Sinking Fund tax rate will generate $14,976,730; and the Economic Development tax rate will generate $3,034,672.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance

ORDINANCE NO. _____

AN ORDINANCE SETTING THE TAX RATE AND LEVYING A TAX UPON ALL PROPERTY SUBJECT TO TAXATION WITHIN THE CITY OF LUBBOCK, TEXAS, FOR THE YEAR 2014; APPORTIONING SAID LEVY AMONG THE VARIOUS FUNDS AND ITEMS FOR WHICH REVENUE MUST BE RAISED; FIXING THE TIMES IN WHICH SAID TAXES SHALL BE PAID AND ASSESSING PENALTY AND INTEREST FOR NONPAYMENT OF SUCH TAXES WITHIN THE TIME PROVIDED.

WHEREAS, after all notices have been given and hearings held as provided by law, the City Council has determined the tax rate necessary to produce the revenue necessary to operate the affairs of the City of Lubbock for the next fiscal year; NOW THEREFORE:

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

SECTION 1. THAT there shall be levied and assessed upon all property subject to taxation within the City of Lubbock, Texas, for the year 2014 the sum of $0.52740 per One Hundred and No/100s Dollars ($100.00) valuation thereof and the same shall be applied to the various funds in the following manner:

$0.11425 per $100 valuation to the Interest and Sinking Fund.

$0.39000 per $100 valuation to the General Fund; and

$0.02315 per $100 valuation to the Economic Development Fund.

SECTION 2. THAT all ad valorem taxes shall be paid before the first day of February 2015, and taxes not paid by that time shall be increased by such penalty and interest as is provided by Chapter 18 of the Code of Ordinances of the City of Lubbock.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 8.07 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $25.30

(Based on the comparison of the Maintenance and Operations Tax Rate which is the total of the General Fund rate and Economic Development Fund rate above, and the Effective Maintenance and Operations Tax Rate adjusted for Sales Tax)

AND IT IS SO ORDERED

Passed by the City Council on first reading this 4th day of September, 2014.

VOTING FOR PASSAGE:	VOTING AGAINST PASSAGE:
Glen C Robertson, Mayor	Jeff Griffith, District 3
Victor Hernandez, District 1	Karen Gibson, District 5
Floyd Price, District 2	
Jim Gerlt, District 4	
Latrelle Joy, District 6	

Council members present but not voting: None

Council members absent: None

****

Passed by the City Council on second reading this _____ day of _____, 2014.

VOTING FOR PASSAGE:	VOTING AGAINST PASSAGE:

Council members present but not voting: _____

Council members absent: _____

****

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

Amy L. Sims
Deputy City Attorney-Transactional

Tax Rate Ordinance 14-15
8.28.14

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

Meeting Date: 09/11/2014

Information

Agenda Item

Resolution - Finance: Consider a resolution amending the allocation of the Hotel Occupancy Tax Revenues for FY 2014-15 and distributing receipts, net collection expenses, as authorized in Subsection 18.03.001(b)(2) of the Code of Ordinances of the City of Lubbock.

Item Summary

Hotel occupancy tax (HOT) receipts are distributed as authorized in Chapter 351 of the Texas Tax Code as directed by the City Council.

The FY 2014-15 Operating Budget includes a change to the FY 2013-14 allocation by decreasing the percentage allocation to the Buddy and Maria Elena Holly Plaza for debt service, decreasing the percentage allocation to the North Overton TIF Conference Center, and elimination of the allocation to the Civic Center Renovation project. Additional allocations are included for the Buddy Holly Center renovation project and the Coliseum parking lot renovation for FY 2014-15.

Budgeted expenditures have increased $774,303 for FY 2014-15.

The funds received from the hotel occupancy tax shall be distributed as follows:

Convention and Tourism Bureau	38.63691%
Civic Center Operations/Marketing	25.27496%
Visiting Participatory & Spectator Sports Marketing	12.10454%
Civic Lubbock, Inc.	5.92120%
Buddy & Maria Elena Holly Plaza Debt Service	1.36052%
North Overton TIF Conference Center Debt Service	8.73668%
Transfer to CIP - Coliseum	1.39787%
Transfer to CIP - Buddy Holly Center	6.56732%
Total	**100.00000%**

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Resolution - Hotel Tax

RESOLUTION

WHEREAS, the City Council of the City of Lubbock, by Ordinance No. 2002-O0049, amended Subsection 18.03.001(b)(2) of the Code of Ordinances of the City of Lubbock to allow for allocation of Hotel Occupancy Tax Revenues by Resolution; and

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interest of the citizens of Lubbock to adjust the current allocation of hotel occupancy tax revenues; NOW THEREFORE,

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

1. THAT the funds received from the tax levied under Section 18.03.001(a) of the Code of Ordinances of the City of Lubbock, net of collection expenses, shall be distributed as follows:

Convention & Tourism Bureau	38.63691 percent
Civic Center Operations/Marketing	25.27496 percent
Visiting Participatory & Spectator Sports Marketing	12.10454 percent
North Overton TIF Conference Center Debt Service	8.73668 percent
Transfer to CIP – Buddy Holly Center	6.56732 percent
Civic Lubbock, Inc.	5.92120 percent
Transfer to CIP – Coliseum	1.39787 percent
Buddy & Maria Elena Holly Plaza Debt Service	1.36052 percent
Total	100.00000 percent

2. THAT to the extent revenue is collected, each of the above entities will receive 100% of actual revenue at the percentage indicated.

GLEN C. ROBERTSON, MAYOR

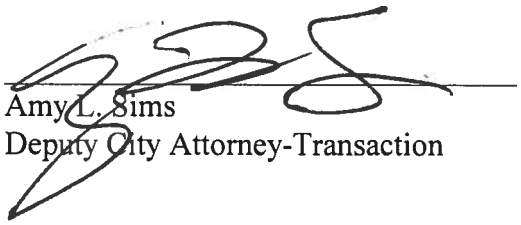
ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:



Amy L. Sims
Deputy City Attorney-Transaction

Res.Hotel-Motel 14-15
7.9.14

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

Meeting Date: 09/11/2014

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a street-use license with Texas Tech University for an "Urban Stage Event," for the use of Avenue J, between Main Street and Broadway Avenue on October 25, 2014 - November 8, 2014.

Item Summary

Texas Tech University is requesting a street-use license in order to encroach in the right of way (street and alley), for an "Urban Stage Event," along Avenue J, between Main Street and Broadway Avenue. The Urban Stage Event will occupy, the aforementioned section of Avenue J in order to demonstrate a desired concept of an urban environment in Downtown Lubbock.

The street-use license will be issued for eleven days, payable immediately. Exhibit B outlines the scheduled events that will occur during Texas Tech's use of Avenue J. The scheduled events, requiring additional permitting, are subject to permit submission and approval by the appropriate City of Lubbock Departments.

Fiscal Impact

$250 to the General Fund, plus any additional permitting fees associated with scheduled events, as outlined in Exhibit B.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Resolution & Street Use License - Urban Stage Event

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 Street Use License, by and between the City of Lubbock and Texas Tech University, a Texas institution of higher learning, and all related documents. Said License is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council this _____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

RES.St Use Lic- TTU
September 5, 2014

STREET USE LICENSE

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

This License made this _____ day of _____, 2014, being the date of this Agreement between the **CITY OF LUBBOCK, TEXAS,** a Home Rule Municipal Corporation, and **TEXAS TECH UNIVERSITY, a Texas institution of higher education,** hereinafter called "LICENSEE."

WITNESSETH:

Subject to the terms, conditions and provisions herein, the CITY OF LUBBOCK does hereby grant to the LICENSEE, the right, privilege and license to use a portion of dedicated street and alley to conduct an urban stage event as set forth in Exhibit "A" attached hereto and hereinafter referred to as the "Property."

The term of this License shall be from October 25, 2014 until November 8, 2014, as set forth in Exhibit "B" attached hereto showing the exact time frames LICENSEE shall have use of the Property.

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

1. LICENSEE shall pay to the CITY OF LUBBOCK as compensation for such grant the sum of $250.00 cash in advance contemporaneously with the acceptance and execution hereof by LICENSEE.

2. The LICENSEE agrees to pay costs arising out of the exercise of this License herein granted, limited to costs that are covered in the LICENSEE's standard ISO general liability policy.

3. In the event the CITY OF LUBBOCK determines that the License herein granted interferes with or causes the rerouting or realignment of any public utility, franchised utility or sanitary or storm sewer line constructed or to be constructed by the CITY OF LUBBOCK or franchised utility, LICENSEE agrees to reimburse the CITY OF LUBBOCK or such utility, as the case may be, for its expense in relocating or rerouting over and above the expense which would not have been incurred except for LICENSEE'S use herein.

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

5. This License is made subject to the condition that, to the extent allowed by law, LICENSEE, its successors and assigns, will at all time defend, indemnify and otherwise hold the CITY OF LUBBOCK, its agents, servants and employees harmless from any and all claims, demands, actions, causes of action and suits at law or in equity of whatsoever kind or nature which may grow out of or be related to the making of this license or use or occupancy of the Property. The CITY OF LUBBOCK agrees to give notice to LICENSEE prior to incurring any costs or expenses or the payment of any such claims or demands in order to give LICENSEE a reasonable opportunity to settle or adjust the same.

6. LICENSEE agrees and is required to furnish a certificate of general liability insurance within limits specified by and in a form satisfactory to the City Attorney for the CITY OF LUBBOCK, and which names the CITY OF LUBBOCK as an additional insured, said policy covering the uses herein granted. The Certificate will provide 30 days notice of cancellation. Such Certificate of Insurance must include wording which states that the policy shall be primary with respect to any insurance carried by CITY OF LUBBOCK and be endorsed to include a waiver of subrogation in favor

of the CITY OF LUBBOCK. Failure of the LICENSEE to maintain the required insurance shall result in the contemporaneous termination of this License without notice to LICENSEE.

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

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

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

10. LICENSEE shall comply with all applicable ordinances of the CITY OF LUBBOCK, Texas in its use and occupancy of the Property including but not limited to obtaining each permit set forth in Exhibit "C" attached hereto and any other permits required by the City Code of Lubbock, Texas.

CITY OF LUBBOCK

By: _____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

AGREED TO AND ACCEPTED this _____ day of _____, 2014.

TEXAS TECH UNIVERSITY

By: _____

Jennifer Adling
Managing Director of Procurement Services

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2014.

_____
Notary Public in and for the State of Texas

My Commission Expires: _____

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and as an act and deed of said **TEXAS TECH UNIVERSITY.**

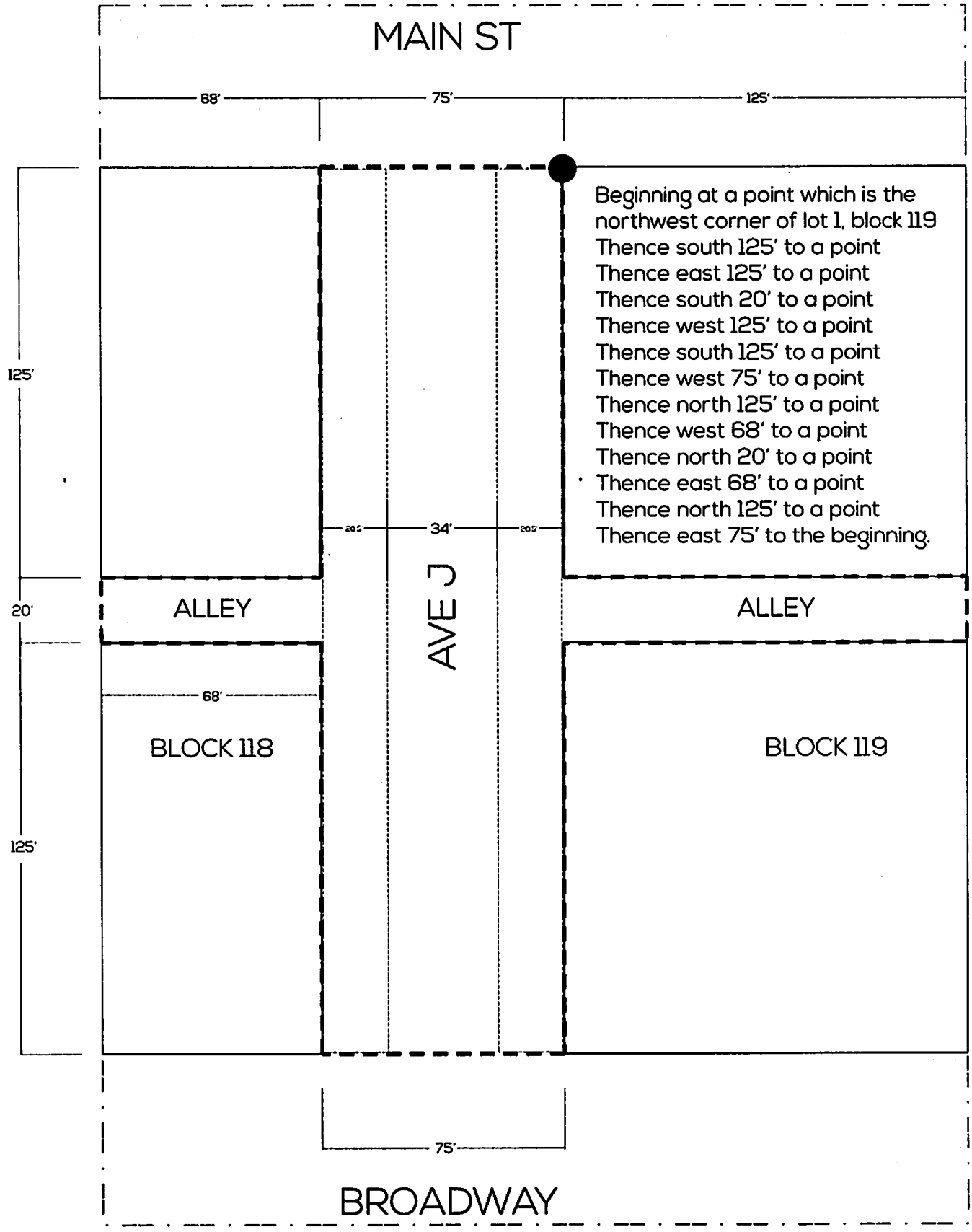
GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2014.

_____
Notary Public in and for the State of Texas

My Commission Expires: _____

SITE PLAN

EXHIBIT A



1/40"=1'

0 10 20

N

Street Open Layout

EXHIBIT A

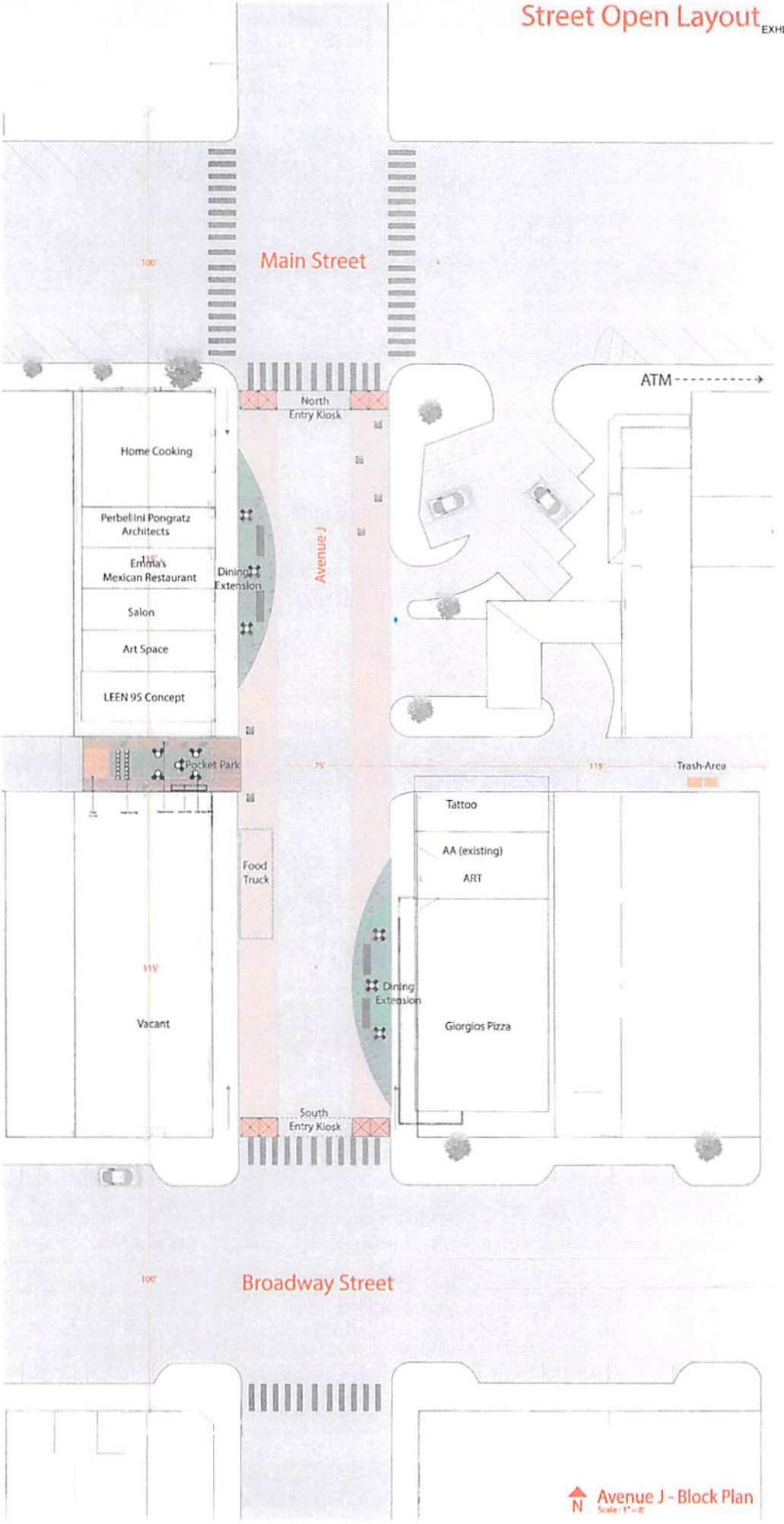
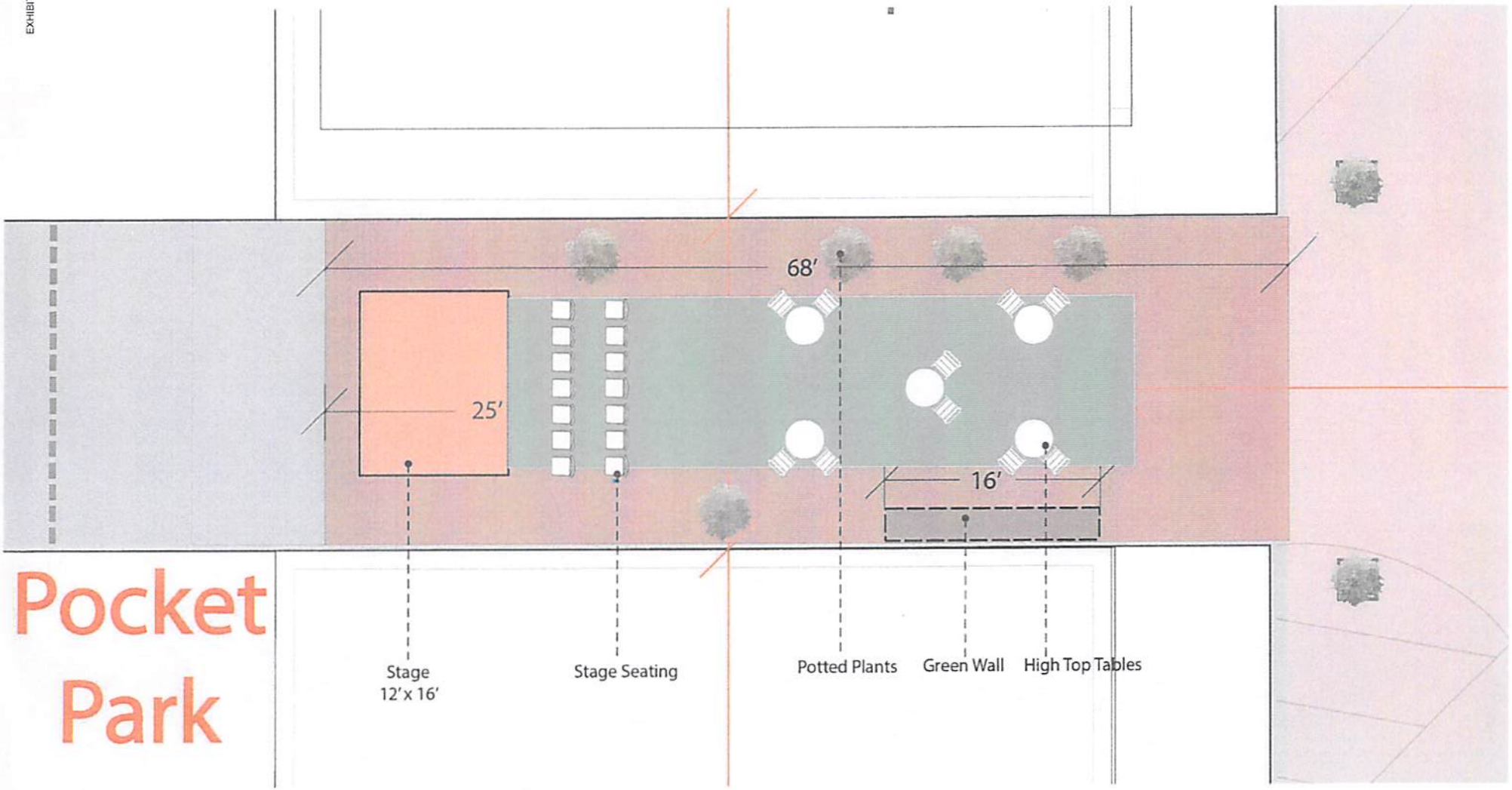


EXHIBIT A



Pocket Park

October 30th
Street Closed
Oktoberfest
6:30-9:30 pm

EXHIBIT A

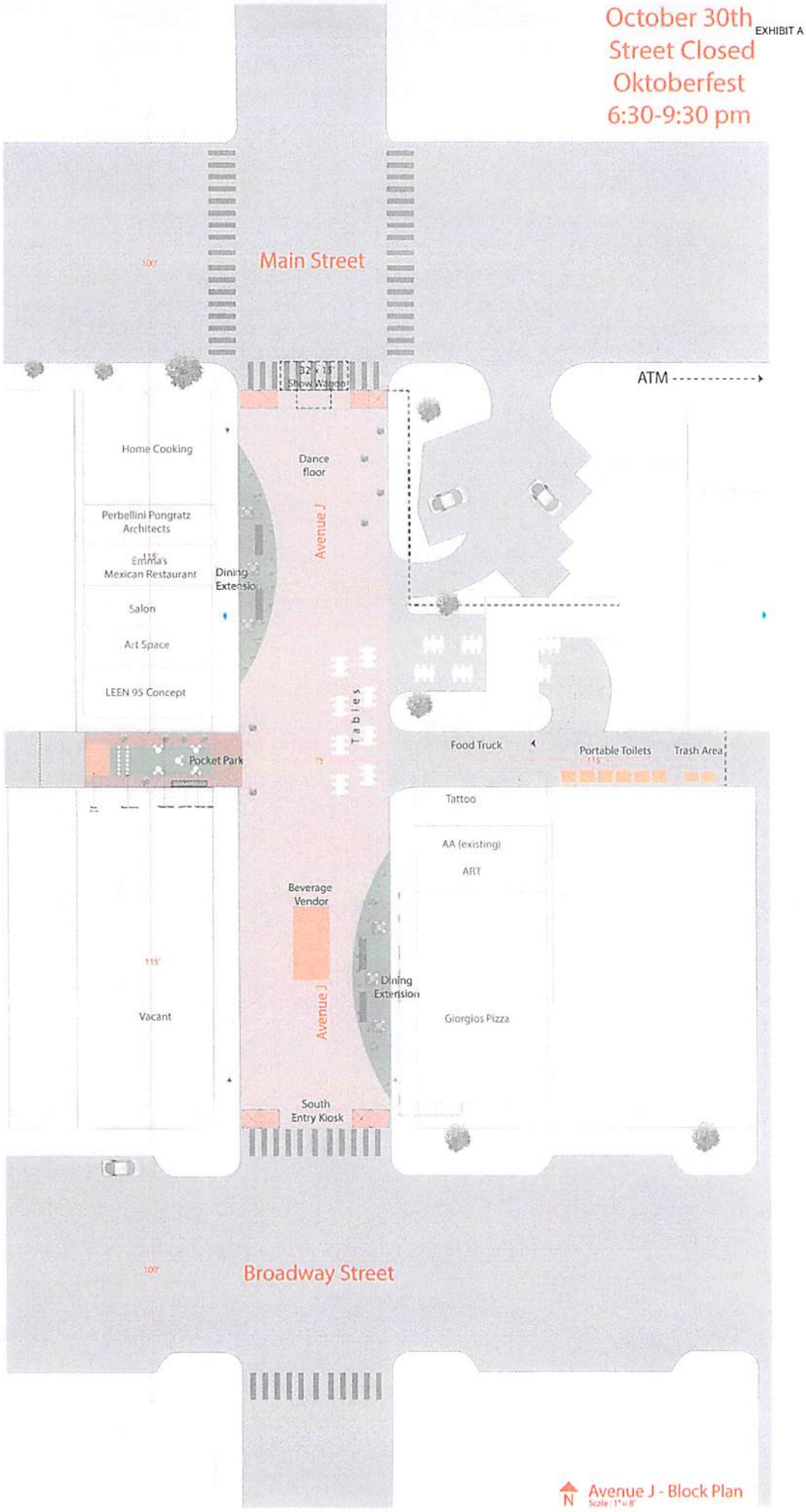


EXHIBIT A

October 31st
Street Closed
Halloween
6:00 - 10:00 pm

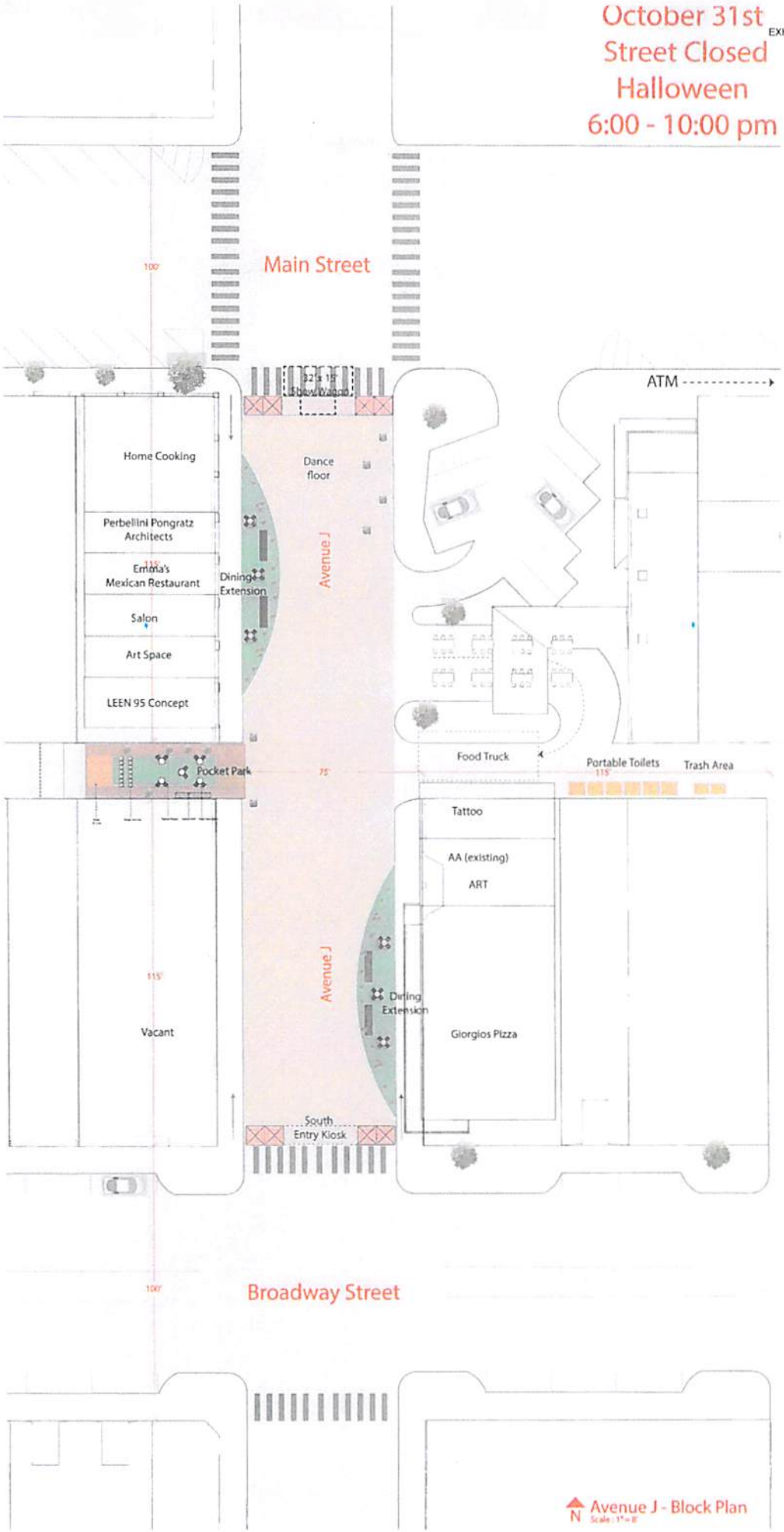
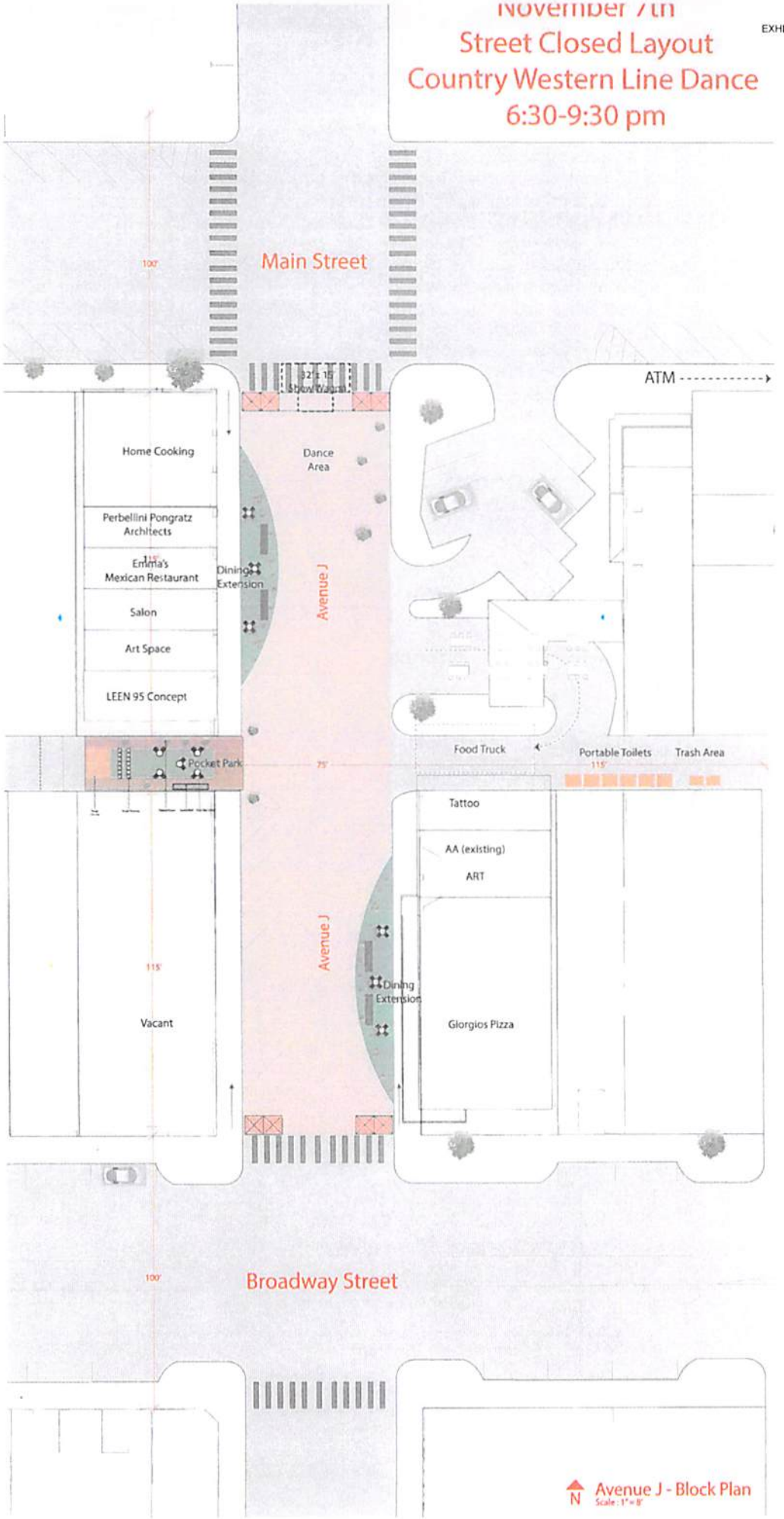


EXHIBIT A

November 7th
Street Closed Layout
Country Western Line Dance
6:30-9:30 pm



Urban Stage Event Schedule, September 5, 2014

David A Driskill, AIA, LEED BD+C

The Concept is to construct and occupy one block of Avenue J in downtown Lubbock as a demonstration of a desired urban environment. The following represents a calendar of events with a brief description of the activities associated with the day's events:

October 25 West Alley Closed and Parking Zone barricaded as needed
Construction begins on Pocket Park and Outdoor dining areas

October 29 Street Closed at 5:00 pm, reopened at 5:00 am October 30
Assembly of the Urban Stage

October 30 Parking encumbered on Avenue J through November 8th

October 30 Street Closed at 5:00 pm, Knights of Columbus Oktoberfest, 6:30 – 9:30 pm
Brave Combo, reputed to be the best Oktoberfest band in the state, booked for Street Dancing
TTU Theater and Dance to provide entertainment in Pocket Park.
Vendors include Knights of Columbus and Klemke Sausage

October 31 Street closed at 5:00 pm open at noon, November 1. Fun Run and "Thriller"
5:00 pm On-site registration for the Fun Run
6:00 – 7:30 pm Fun Run
7:30 – 10:00 pm TTU Theater costume and make-up assistance
8:00 – 9:00 pm Hub Performing Arts "Thriller" video and street dance (youth)
9:30 – 10:30 pm TTU Recreational Sports "Thriller" video and dance competition

November 1 Vendor: Hub Performing Arts School Advanced Performance Team
8:30 – 9:30 am Fairytale Breakfast performance, audience costumes encouraged. Pocket Park location.

November 2 Vendor: Hub Performing Arts School
4:30 – 6:30 pm Broadway music and opera performances (Pocket Park location) (wine to be served)

November 3 – 7 Street open until 5:00 pm Nov. 7

TTU Theater and Dance provide entertainment in pocket park at lunch and early evening as scheduled

Dining Area (17" x 40") open in two locations within the parking area. Dining area defined and protected by benches and Potted Plants.

November 7 Street Closed at 5:00 pm, reopened 10 pm Nov. 8. CW Line Dancing in street

6:30 – 9:30 pm TTU Recreational Sports lead Country and Western Line Dancing. 105.3 Red Dirt Rebel DJ.

TTU Theater and Dance Entertainment in the pocket park.

November 8 Urban Stage removed.

EXHIBIT C

Texas Tech University Urban Stage - Permitting Required

Date	Event	Permits Required	Minimum Fees	Notes
09.11.2014	TTU Street-Use License Fee	Street-Use License Fee	$ 250.00	Street-Use License for Pocket Park and Dining Extensions along Avenue J between Main & Broadway
10.25-29.2014	Ubran Stage Construction	Recreational Street Use	50.00	Alley & Parking encumbered for construction of Pocket Park and Dining Extensions 5:00 p.m. on 10.25.2014 - 10.29.2014. Street will be blocked off @ 5:00 p.m. on 10.29.2014 for the assembly of the Urban Stage concept, as outlined in the Street-Use License & reopen @ 7:00 a.m. on 10.30.2014
10.30.2014	"Oktoberfest"	Recreational Street Use	50.00	Street will be blocked off @ 5:00 p.m. for "Oktoberfest"
10.30.2014	"Oktoberfest"	Show Wagon Deposit	500.00	Show Wagon used for staging for "Brave Combo," band for "Oktoberfest"
10.30.2014	"Oktoberfest"	Show Wagon Use	500.00	Show Wagon used for staging for "Brave Combo," band for "Oktoberfest"
10.30.2014	"Oktoberfest" (and any subsequent events involving food vendors)	Temporary or Mobile Unit Food Permit Application	100.00	Fee is the minimum costs, however can vary based on merits of application; ***All food vendors are responsible for the fees associated with Temporary or Mobile Unit Food Permits, as well as obtaining their own permit from the City of Lubbock***
10.30.2014	"Oktoberfest" (and any subsequent events involving food vendors)	Temporary or Mobile Unit Food Permit Operations	50.00	Klemke Sausage will sell food and drinks. The $50 fee is applicable for the first two days of operation. A $10 per day fee is applicable for days 3 >; ***All food vendors are responsible for the fees associated with Temporary or Mobile Unit Food Permit, as well as obtaining their own permit from the City of Lubbock***
10.30.2014 - 11.07.2014	"Oktoberfest," Fun Run, "Thriller," Fairytale Breakfast, Broadway Music & Opera Performances, TTU Theater & Dance Entertainment, and Country Western Line Dancing	(Repetitive) Temporary Noise Variance	100.00	Repetitive Noise Permit will be issued, so all events triggering Article 14.04 of the Code of Ordinance are in compliance
10.31.2014 - 11.01.2014	Fun Run & "Thriller" video & street dance	Recreational Street Use	50.00	Street will be blocked off @ 5:00 p.m. on 10.31.2014 and reopen on 11.01.2014 @ 12:00 p.m.
11.02.2014	Broadway Music & Opera Performance	Temporary Noise Variance	-	Event emcompassed within repetitive temporary noise variance, as described above
11.03-07.2014	TTU Theater & Dance Entertainment	Temporary Noise Variance	-	Event emcompassed within repetitive temporary noise variance, as described above
11.07-08.2014	Country Western Line Dancing	Recreational Street Use & Temporary Noise Variance	50.00	Street will be blocked off @ 5:00 p.m. & reopen @ 10:00 p.m. on 11.08.2014
11.08.2014	Urban Stage Removed	Recreational Street Use	50.00	Street will be blocked off 10:00 p.m. & reopen @ 7:00 a.m. to take down Urban Stage
			$ 1,750.00	Preliminary Permit Fee Estimate

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

Meeting Date: 09/11/2014

Information

Agenda Item

Resolution - City Manager: Consider a resolution amending rules and procedures for the citizen comment period at regular City Council meetings.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

James Loomis, City Manager

Attachments

Resolution - Citizen Comment

RESOLUTION

WHEREAS, on January 23, 2014, the Lubbock City Council approved Resolution No. 2014-R0025, establishing a policy regarding citizen appearances before the City Council, and the broadcast of such appearances on the city television channel; and

WHEREAS, the Lubbock City Council values public participation in the governmental process, considering citizen appearances a vital source of information to the deliberations of the Lubbock City Council; and

WHEREAS, state law does not mandate that the Lubbock City Council provide for citizen comments, but allows that a governing body may provide such a comment period, if the body desires to do so, and further may adopt reasonable rules concerning same; and

WHEREAS, the City Council desires to promote the most efficient and orderly transaction of City Council business possible, and finds that such a goal is furthered by encouraging permitted citizen comments to be sharply focused on agenda items, including those items requested by the citizen speaker to be on the public comment portion of the agenda; and

WHEREAS, the City Council urges the public to continue to express opinions and concerns on matters unrelated to items on the business agenda of the City Council by utilizing the myriad alternative forms of contact available, including personal meetings with individual members, direct telephone contact, traditional or electronic mail, and town hall meeting participation; and

WHEREAS, the City Council finds it to be in the public interest and in the best interest of orderly business meetings of the Lubbock City Council to repeal Resolution No. 2014-R0025 and establish revised procedures for citizen comment periods at regular meetings of the City Council; NOW THEREFORE:

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

1. THAT any citizen wishing to appear before any regular meeting of the City Council to speak shall, using the form provided, an exemplar of which is attached hereto as Exhibit "A":

   a) notify the City Manager's Office of that fact, and of the subject matter that will be addressed, no later than seventy-five (75) hours before the meeting at which the citizen wishes to appear; or

   b) sign up to speak at the City Council meeting regarding any item posted on the City Council agenda.

2. THAT any citizen who complies with the rules set forth above shall be given the opportunity to address the City Council during the "Citizen Comment Period" of the meeting.

3. THAT Resolution No. 2014-R0025 is hereby repealed in its entirety.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
James Loomis, City Manager

APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

Reso.Citizen Comment 9.3.14

PUBLIC COMMENT SIGN-UP FORM

Regular Meeting Date: _____

MM/DD/YY

EXHIBIT

tabbies A

**** Please PRINT all information ****

Name: _____ **Phone:** _____

Address: _____

Email: _____ **Comments:** _____**WRITTEN**

_____**ORAL**

Comments will be presented for AGENDA ITEM # _____

FOR WRITTEN COMMENTS ON AGENDA ITEMS, PLEASE USE SPACE PROVIDED BELOW:

COMMENTS CONTINUED ON ATTACHED DOCUMENT OF _____ **PAGE(S)**

FOR ORAL COMMENTS:

1. IF THE ITEM ON WHICH YOU WISH TO SPEAK IS POSTED ON THE AGENDA, YOU MAY SIGN UP TO SPEAK ANY TIME UP UNTIL THIRTY (30) MINUTES PRIOR TO THE START OF THE SCHEDULED MEETING;
2. IF THE ITEM ON WHICH YOU WISH TO SPEAK IS NOT POSTED ON THE AGENDA, YOU MUST SIGN UP NO LATER THAN SEVENTY-FIVE (75) HOURS PRIOR TO THE SCHEDULED START OF THE MEETING BY SUBMITTING THIS FORM BY FAX, EMAIL, OR IN PERSON (during business hours) TO THE CITY MANAGER'S OFFICE
3. YOU WILL HAVE ONE OPPORTUNITY TO SPEAK; and
4. YOU MUST OBSERVE THE 3-MINUTE TIME LIMIT. (Time cannot be transferred to another speaker.)

Inquiries from speakers about matters not listed on the agenda will either be directed to the Staff, or placed on a future agenda for Council consideration. **See reverse side for additional rules.**

MAIL, FAX, OR EMAIL COMPLETED FORM TO:

City of Lubbock
City Manager's Office - City Hall
1625 13th Street, Lubbock, Texas 79401
Fax: 806-775-3924
Email: jloomis@mylubbock.us

RULES FOR PUBLIC COMMENTS AT CITY COUNCIL MEETINGS

Public Comments/Regular and Consent Agendas: The City Council welcomes written and oral comments from the public at regular meetings. Individuals wishing to speak on matters posted on the regular or consent agendas, or in the City Council's jurisdiction but not posted on the regular or consent agendas, must submit a completed form to the City Manager's Office at City Hall in advance of the seventy-five (75) hour deadline. Individuals wishing to speak to matters posted on the consent or regular agendas only, must submit a completed form to the City Council meeting attendant thirty (30) minutes prior to the beginning of the meeting. Speakers will have one opportunity to speak during the allotted time period, and they must observe the three-minute time limit. Time cannot be transferred. When a speaker yields the floor, he/she waives any remaining time, but that remaining time does not get added to another speaker's time.

Written Comments / Handouts: Individuals may use the comment sheets provided online, or in the City Manager's Office at City Hall. Comment sheets submitted at the City Council meeting thirty (30) minutes or more prior to its start will be copied and distributed to the Council Members. An individual who wishes to submit other written material should submit 10 copies to the City Manager, in advance, or to the attendant at the meeting for distribution to Council Members and senior staff.

Public Hearings: Registering to speak at a Public Hearing is by the same method as for a regular agenda item. After a Public Hearing is closed, if Council needs additional information from the general public, some limited comments may be allowed at the discretion of the Mayor.

Additional Rules for Speakers:

1. Speakers must state their name and address for the record.
2. Speakers must address all comments and questions to the presiding officer.
3. Speakers must limit their comments to three (3) minutes.
4. Speakers may not employ tactics of defamation, intimidation, personal affronts, profanity, or threats of violence.

Regular City Council Meeting **6. 13.**

Meeting Date: 09/11/2014

Information

Agenda Item

Resolution - Lubbock Power & Light: Discuss and take action regarding modifications to the Lubbock Power & Light (LP&L) Electric Rate/Tariff Schedule and consider an order and resolution amending the current rate/tariff schedule of LP&L, the City of Lubbock's municipally owned electric utility, applicable to all rate classes, effective October 1, 2014.

Item Summary

A clean and red-lined copy of the tariff is provided in your backup. Several changes are recommended at this time, summarized as follows:

I. Amending Base Rates for all Customer Classes

In November 2012, Lubbock Power and Light (LP&L) contracted with J. Stowe & Co./New Gen Strategies to develop a financial model, a cost-of-service model, and a rate model in order to develop rates for LP&L, independent of Southwestern Public Service Company. When the financial model was completed, it anticipated an 18% base rate adjustment for FY 2014-15. Due to the work of LP&L staff, the Finance Subcommittee of the Electric Utility Board (EUB), and the EUB, the prospective adjustment was reduced from 18% to 5.75%.

In order to meet the long-term capital needs and to fully fund the operations of the utility for FY 2014-15, the Electric Utility Board recommends a 5.75% base rate adjustment. The financial model anticipates similar adjustments over the next 5 years in an effort to implement a rate management methodology that states "…small, incremental adjustments are the most responsible way to manage the utility and support our customers."

II. Miscellaneous Improvements

Other miscellaneous improvements have been made to update the document, and discontinue some existing practices. The improvements are comprised of the following:

1. Changed voltage tolerances to match the standards of the American National Standard for Electric Power Systems and Equipment (ANSI § C84.1-2011) (pages 3 and 8).
2. Changed the back billing procedures to limit the timeframe in which LP&L can collect on under-billed amounts to six months (page 3). This is consistent with the Texas Public Utility Commission (PUC) Substantive Rule §25.28(d).
3. Eliminated Interest Paid on Deposits (page 7). Currently, LP&L credits simple interest on deposits at the 3-month Treasury bill rate (currently 0.07%). Annual interest on the standard residential deposit of $135 is 9 cents per year. The elimination of the interest payment will minimally impact LP&L customers. Additionally, a customer can request of refund of their deposit with a 12-month (residential) or 24-month (commercial) history of on-time payments.
4. Added the Demand Cap for Rate 16P to be consistent with Rates 15, 16, and 17.
5. Changed the Power Factor for Rates 15, 16, 16P, and 17. Power factor is a measurement of how efficiently a facility uses energy. This amendment relaxes the power factor requirement from 90% to 85%. However, the 85% tolerance level will be applied, effective October 1, 2015 (pages 19, 22, 25, and 30).

Fiscal Impact

The amended base rate will generate approximately $3.5 million dollars in revenue.

Staff/Board Recommending

The Electric Utility Board recommends the implementation of these changes to the rate/tariff and also recommends that these changes be implemented on October 1, 2014, except where otherwise indicated.

Attachments

Resolution - LP&L

Tariff

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally owned public power utility of the City of Lubbock;

WHEREAS, the Electric Utility Board has approved an electric rate schedule for Lubbock Power & Light pursuant to § 2.03.415(a) of the Code of Ordinances of the City of Lubbock;

WHEREAS, § 2.03.415(a) of the Code of Ordinances of the City of Lubbock requires that the electric rate schedule of Lubbock Power & Light be approved by the City Council prior to its adoption; NOW THEREFORE:

BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT Lubbock Power & Light's electric rate schedule, as attached hereto, be approved and adopted with an effective date of October 1, 2014.

Passed by the City Council on the _____ day of September, 2014.

_____

GLEN C. ROBERTSON, MAYOR

ATTEST:

_____

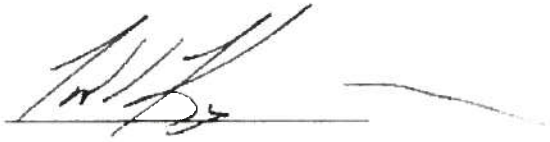
Becky Garza, City Secretary

APPROVED AS TO CONTENT:



David Mc Calla, Interim CEO,
Lubbock Power & Light

APPROVED AS TO FORM:



Todd Kimbrough, General Counsel,
Lubbock Power & Light



Electric Rate/Tariff Schedule

Amended October~~December~~ 1, 2014~~3~~

Lubbock Power & Light Electric Rate/Tariff Schedule

Service Schedules

Type of Service	Rate Class
General Terms and Conditions	
Residential Standard Service	**Rate 1**
Residential Electric Space Heating Service	**Rate 3**
Residential Net Metering Service	**Rate 5**
Small General Service	**Rate 10**
Large School Service	**Rate 15**
Secondary General Service	**Rate 16**
Primary General Service	**Rate 16P**
Transmission General Service	**Rate 16T**
State University General Service	**Rate 16U**
Large Municipal Service	**Rate 17**
Street Lighting Service	**Rate 18**
General Religious Service	**Rate 19**
Small Municipal & School Service	**Rate 21**
Guard Light Service	
Flood Light Service	
Miscellaneous Service Charges	
Discount Factor	
Purchased Power Cost Recovery Factor	

GENERAL TERMS AND CONDITIONS

In order that all Customers may receive uniform, efficient, and adequate service, electric service will be supplied to and accepted by all Customers receiving service from the City of Lubbock's ~~(the "City")~~ municipally owned electric utility, Lubbock Power & Light ("LP&L"), in accordance with these Terms and Conditions including the attached Rate/Tariff Schedule ("Rate Schedule"). For purposes of this Rate Schedule, "Customer" shall mean any person, firm, corporation or other legal entity receiving electric service from Lubbock Power & Light. All references herein to either the ~~City~~ City of Lubbock or Lubbock Power and Light shall be inclusive of the other.

1. Customer's Installation. Customer is responsible, at its own expense, for installing and maintaining such protective devices as are recommended or required by the then current edition of the National Electrical Code or as may be necessary to protect Customer's equipment or process during abnormal service conditions or the failure of all or a part of the electric service provided by LP&L. Such protective devices include, but are not limited to, equipment necessary to limit voltage fluctuations, transients, or harmonics such that neither LP&L nor LP&L's other customers are adversely affected. All wiring and other electrical equipment furnished by the Customer will be installed, operated, and maintained by the Customer at all times in conformity with good electrical practice and with the requirements of the constituted authorities and these Terms and Conditions. LP&L is not obligated to serve any equipment or any premises that has a detrimental effect on LP&L equipment or the equipment of LP&L customers.

   Customer is responsible for notifying LP&L of any change in the installation that might impact the applicable rate to be charged. If the change results in the Customer qualifying for a lower rate, the lower rate will be applied no earlier than the date notice is given to LP&L. If the change results in a higher rate, the higher rate will be applied as of the date of the change in installation. Back-billing shall not exceed a period of six months, if it is found that a higher rate should have been applied to Customer or the back-billing would result in additional charges or fees to Customer.

2. Continuous Service. Lubbock Power & Light shall use reasonable diligence to provide continuous electric service but Lubbock Power & Light does not guarantee against irregularities, interruptions, or fluctuating wave form or frequency, it being understood that occasional irregularities, interruptions, and fluctuations are inevitable. Lubbock Power & Light shall not be liable for damages or injury, including but not limited to consequential or economic loss damages, occasioned by interruption, failure to commence delivery voltage, wave form or frequency fluctuation caused by an act of God or the public enemy, a breakdown of plant, lines or equipment, inevitable accidents, fire, explosion, strikes, riots, war, delay in receiving shipments of required materials, order of any court or judge granted in any bona fide adverse legal proceedings or action or any order by any commission or tribunal having jurisdiction**; OR, WITHOUT LIMITATION BY THE PRECEDING ENUMERATION, ANY OTHER ACT OR**

THING DUE TO CAUSES BEYOND LUBBOCK POWER & LIGHT'S CONTROL, TO THE NEGLIGENCE OF LUBBOCK POWER & LIGHT, ITS EMPLOYEES, OR CONTRACTORS, except to the extent that the damages are occasioned by the gross negligence or willful misconduct of Lubbock Power & Light.

3. Intentional Interruption of Service. Lubbock Power & Light may, without notice and without liability to the Customer, interrupt service to the Customer when, in Lubbock Power & Light's sole judgment, the interruption of service:

    a. Will prevent or alleviate an emergency threatening to disrupt the operation of Lubbock Power & Light's system; or
    b. Will lessen or remove possible danger to life or property; or
    c. Will aid in the restoration of electric service; or
    d. Is required to make necessary repairs to or changes in Lubbock Power & Light's facilities.

    Lubbock Power & Light may, in the event of a national emergency or local disaster resulting in disruption of normal service, in the public interest, interrupt service to the Customer to provide necessary service to civil defense or other emergency service agencies on a temporary basis until normal service to the agencies can be restored.

4. Disclaimer of Warranties. **LUBBOCK POWER & LIGHT AND THE CITY MAKES NO WARRANTIES WHATSOEVER WITH REGARD TO THE PROVISION OF ANY SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

5. Discontinuance, Suspension and Refusal of Service. In addition to and in conjunction with any other federal, state or local law regarding discontinuance, suspension or refusal of utility service, Lubbock Power & Light may discontinue, suspend or refuse to supply electric service to any customer for the following reasons:

    a. Disconnection with notice. Lubbock Power & Light may disconnect electric utility service after proper notice for any of the following reasons:
        (i) failure to pay a bill for electric utility service or failure to comply with the terms of any agreed payment plan;
        (ii) failure to pay a deposit as required by the General Terms and Conditions of the Rate Schedule; or
        (iii) for any other reason whereby Lubbock Power & Light is legally entitled to disconnect electric utility service with notice.

    b. Disconnection without notice. Lubbock Power & Light may disconnect electric utility service without prior notice for any of the following reasons:
        (i) where a known dangerous condition exists for as long as the condition exists;
        (ii) where service is connected without authority by a person who has not made application for service;

(iii) where service was reconnected without authority after termination for nonpayment;
(iv) failure to comply with the terms of any agreed payment plan where such plan provides for disconnection without further notice;
(v) where there has been tampering with Lubbock Power & Light's equipment or evidence of theft of service; or
(vi) for any other reason whereby Lubbock Power & Light is legally entitled to disconnect electric utility service without notice.

6. Deposits. Lubbock Power & Light shall require a deposit from customers for electric service, in accordance with the following terms and conditions:

a. Lubbock Power & Light shall require a deposit from a prospective residential electric service customer in an amount equal to ONE HUNDRED THIRTY FIVE AND NO/100 DOLLARS ($135.00), except as provided herein.

b. Lubbock Power & Light shall require a deposit from a prospective commercial and/or industrial customer in an amount equal to ONE HUNDRED THIRTY FIVE AND NO/100 DOLLARS ($135.00) or ONE-SIXTH (1/6) of the reasonable and good-faith estimate of annual billings of the customer, whichever is greater, except as provided herein.

c. An applicant for residential electric service shall be exempt from the deposit requirement if any of the following conditions are met by the applicant:

i. the applicant produces, to the satisfaction of Lubbock Power & Light, the following information:

A. Proof that during the two years prior to applying for electric service from Lubbock Power & Light, the applicant was a customer of a utility providing electric service or one or more of the City of Lubbock utility services for at least twelve (12) consecutive months; and
B. While a customer, the applicant was not delinquent in paying for any utility service including City of Lubbock utility services on more than one occasion; and
C. While a customer, the applicant never had any of the services described in paragraphs A or B immediately above disconnected for nonpayment;

ii. the applicant demonstrates adequate and available credit, to the satisfaction of Lubbock Power & Light, by producing a letter of credit in the primary applicant's name from a utility providing electric service of whom the applicant was a customer; or

iii. the applicant is at least sixty-five (65) years of age and has no outstanding account balance with a utility for utility service including City of Lubbock utility services that accrued within the last two years.

iv. Subject to Section 6(c)(i)(B) and Section 6(c)(i)(C), an applicant has been determined to be a victim of family violence as defined in the Texas Family Code §71.004, by a family violence center as defined in Texas Human Resources Code §51.002, by treating medical personnel, by law enforcement personnel, by the Office of a Texas District Attorney or County Attorney, by the Office of the Attorney General, or by a grantee of the Texas Equal Access to Justice Foundation. This determination shall be evidenced by submission of a certification letter developed by the Texas Council on Family Violence. The certification letter may be submitted directly to Lubbock Power & Light.

v. A customer who was exempted from the deposit requirement under this Section 6(c) may have the exemption withdrawn and a deposit applied to the account if the customer's service becomes disconnected for non-payment.

d. An applicant for non-residential service shall be exempt from the deposit requirement if the applicant produces, to the satisfaction of Lubbock Power & Light, the following information:

i. Proof that during the two years prior to applying for electric service from Lubbock Power & Light, the applicant was a customer of a utility providing electric service for at least twelve (12) consecutive months and is not currently delinquent in payment of any such utility service account; and

ii. While a customer, the applicant was not delinquent in paying for any utility service on more than one occasion; and

iii. While a customer, the applicant never had service disconnected for nonpayment.

iv. A customer who was exempted from the deposit requirement under this Section 6(d) may have the exemption withdrawn and a deposit applied to the account if the customer's service becomes disconnected for non-payment.

e. Except as provided herein, ~~the~~a customer from whom a deposit has been collected, if elected by the customer and the customer notifies Lubbock Power & Light, shall be eligible for a refund of said deposit when the customer has paid bills for service for twelve (12) consecutive residential billings or for twenty-four (24) consecutive commercial or industrial billings without having service disconnected for nonpayment of charges for such service, and without having more than one occasion on which a bill was delinquent, and when the customer is not delinquent in the payment of the current bill. Refunds to eligible customers shall be made promptly either in the form of a check payable to the customer or as a credit to the customer's bill, as determined by the sole discretion of Lubbock

Power & Light. A customer who received a refund of their deposit may have the deposit requirement reapplied if the customer's service becomes disconnected for non-payment.

~~Lubbock Power & Light shall pay or credit simple interest on any deposits required and collected under this Section at an annual rate equal to the Three-month Treasury Bill Rate (the "Published Rate") as published in the *Wall Street Journal* on the first business day in January of each year in which the deposit is maintained by Lubbock Power & Light, and in accordance with the following terms:~~

~~If a deposit is refunded within thirty (30) days of its receipt, no interest payment or credit shall be required.~~

~~If a deposit is retained for thirty (30) days or longer, interest shall be prorated and paid or credited retroactively to the date of collection.~~

~~Except as provided herein, the customer from whom a deposit has been collected, if elected by the customer and the customer notifies Lubbock Power & Light, shall be eligible for a refund of said deposit when the customer has paid bills for service for twelve (12) consecutive residential billings or for twenty-four (24) consecutive commercial or industrial billings without having service disconnected for nonpayment of charges for such service, and without having more than one occasion on which a bill was delinquent, and when the customer is not delinquent in the payment of the current bill. Refunds to eligible customers shall be made promptly either in the form of a check payable to the customer or as a credit to the customer's bill, as determined by the sole discretion of Lubbock Power & Light. A customer who received a refund of their deposit may have the deposit requirement reapplied if the customer's service becomes disconnected for non-payment.~~

~~e.~~f. Lubbock Power & Light shall keep the following records for all deposits collected by Lubbock Power & Light pursuant to this Section:

i. the name and address of each depositor;
ii. the amount and date of the deposit; and
iii. each transaction concerning the deposit.

~~f. Lubbock Power & Light shall issue a receipt of deposit to each applicant from whom a deposit is received, and shall provide means whereby a depositor eligible for a refund of deposit may establish a claim for said refund if the receipt shall have been lost by the depositor.~~

g. Any deposit not previously refunded to ~~the c~~Customer or credited to ~~the c~~Customer's account as provided herein shall be credited to ~~the c~~Customer's final bill for service.

7. Right of Way. ~~The c~~Customer shall provide, at no expense to Lubbock Power & Light, valid easements and rights-of-way, as required by Lubbock Power & Light for installation of an electric distribution system to provide electric utility service to ~~the c~~Customer. Subject to and in conjunction with all other applicable federal, state and local

laws and regulations, Lubbock Power & Light shall have the right to clear its distribution system and service connection of any interfering tree, shrub, or other obstruction and shall have the right to determine and maintain the amount of clearance it deems necessary in accordance with good utility practices and applicable law.

8. Access to Premises. Lubbock Power & Light or its authorized agents shall have access at all reasonable hours to the premises of ~~the c~~Customer for the purpose of inspecting wiring and apparatus, removing or replacing Lubbock Power & Light's property, reading of meters and all other purposes incident to supplying of electric utility service.

9. Voltage Tolerances. Lubbock Power & Light may measure and record voltage levels at Customer's billing meter. Voltages outside of the Acceptable Range, as defined below, will be corrected as soon as possible by Lubbock Power & Light. For purposes of this Rate Schedule, voltages within the Acceptable Range shall be deemed consistent with proper electric utility service and good utility practice.

Nominal Voltage (Volts)	**Acceptable Range (Volts)**
120	110-127
208	191-220
240	220-254
277	254-293
480	440-508

~~9~~10. Agreed Payment Plan. Lubbock Power & Light may allow a customer to pay an outstanding bill in installments. Any such agreed payment plan shall be subject to the following terms and conditions:

a. The customer may establish a payment plan by contacting Lubbock Power & Light in person, by telephone or by any other electronic communication approved by Lubbock Power & Light;

b. The agreed payment plan must be in writing;

c. The Director of Electric Utilities may include additional terms and conditions consistent with those outlined herein and with applicable policy and law.

The agreed payment plan may contain additional terms and conditions consistent with the Rate Schedule and applicable federal, state, and local law and regulations. In the event of a conflict between a written agreed payment plan and this Rate Schedule, the terms and conditions of this Rate Schedule shall control.

110. Right to Amend. This Rate Schedule may be amended or modified by Lubbock Power & Light through a written instrument duly executed by the City Council of the City of Lubbock without further notice provided to ~~the c~~Customer, except as otherwise required by law.

121. Severability. If any portion of this Rate Schedule is held unenforceable by a court of competent jurisdiction, the remainder of this Rate Schedule shall not be affected and shall remain fully in force and enforceable.

132. Meter Aggregation. Lubbock Power & Light will bill each electric meter as a single meter. Customers with multiple meters that are rendered to a contiguous area, or that are metered across a dedicated street or alley will be billed on a per meter basis with no aggregation of those meters for billing purposes.

~~13~~14. Applicable Law. **The laws of the State of Texas shall govern the validity, performance and enforcement of this Rate Schedule and the venue for any legal proceedings shall be in Lubbock County, Texas.**

RESIDENTIAL STANDARD SERVICE

Rate 1

APPLICABLE: To residential customers for electric service used for domestic purposes in private residences and separately metered individual apartments when all service is supplied at one point of delivery and measured through one meter, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate.

TERRITORY: Lubbock, Texas

RATE:

Service Availability Charge:	$6.8737550 per month per meter
Summer Energy Charge:	$0.03431244 per kWh
Non-Summer Energy Charge:	$0.02373244 per kWh

NON-SUMMER MONTHS: The billing months of October through May

SUMMER MONTHS: The billing months of June through September

PURCHASED POWER COST RECOVERY FACTOR: The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current Lubbock Power and Light "Purchased Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) ~~for competitive purposes,~~ by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any ~~competing~~ other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.

BUDGET BILLING: Budget billing is available upon request. Budget billing is a program that allows a customer to pay a specified amount each month instead of paying the actual billed amount. Customers must have a minimum of 12 months history at their current address to qualify for budget billing. Customers must have a zero balance at the time budget billing is implemented and must keep their accounts current to remain on budget billing.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all electric meters read by LP&L on or after ~~December 1~~October 1, 201~~3~~4

RESIDENTIAL
ELECTRIC SPACE HEATING SERVICE

Rate 3

APPLICABLE:	To residential customers for electric service with predominant electric space heating used for domestic purposes in private residences and separately metered individual apartments when all service is supplied at one point of delivery and measured through one meter, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate. Electric space heating includes permanently installed whole house space heating equipment in regular use, including heat pumps and electric resistance heating and excluding bathroom heaters.	
TERRITORY:	Lubbock, Texas	
RATE:	Service Availability Charge:	$6.8737~~50~~50 per month per meter
	Summer Energy Charge:	$0.04473~~230~~230 per kWh
	Non-Summer Energy Charge:	$0.01301~~230~~230 per kWh
NON-SUMMER MONTHS:	The billing months of October through May	
SUMMER MONTHS:	The billing months of June through September	
PURCHASED POWER COST RECOVERY FACTOR:	The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current Lubbock Power and Light "Purchased Power Cost Recovery Factor".	
FRANCHISE FEE EQUIVALENT:	The charge of the above rate may be increased (i) ~~for competitive purposes,~~ by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any ~~competing~~ other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.	

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.

BUDGET BILLING: Budget billing is available upon request. Budget billing is a program that allows a customer to pay a specified amount each month instead of paying the actual billed amount. Customers must have a minimum of 12 months history at their current address to qualify for budget billing. Customers must have a zero balance at the time budget billing is implemented and must keep their accounts current to remain on budget billing.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all electric meters read by LP&L on or after October~~December~~ 1, 2014~~3~~

RESIDENTIAL
NET METERING SERVICE

Rate 5

APPLICABLE: To residential customers for electric service used for domestic purposes in private residences and separately metered individual apartments when all service is supplied at one point of delivery and measured through one meter, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate.

This rate is available to net metering customers only. Net metering customer are defined as customers who have installed distributed generation on the customer side of the Lubbock Power and Light meter. All customers desiring to be placed on this rate must sign an agreement for interconnection and parallel operation with Lubbock Power and Light. Customers that qualify for this rate will receive credit in kWh generated against kWh consumed in one billing period. KWh credits will only offset up to the amount of kWh consumed in each billing period.

TERRITORY: Lubbock, Texas

RATE: Service Availability Charge: $25.9108754.50 per month per meter

Summer Energy Charge: $0.01100040 per kWh
Non-Summer Energy Charge: $0.003820 per kWh

NON-SUMMER MONTHS: The billing months of October through May

SUMMER MONTHS: The billing months of June through September

PURCHASED POWER COST RECOVERY FACTOR: The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current Lubbock Power and Light "Purchased Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT:	The charge of the above rate may be increased (i) ~~for competitive purposes,~~ by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any ~~competing~~ other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.
TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.
BUDGET BILLING:	Budget billing is available upon request. Budget billing is a program that allows a customer to pay a specified amount each month instead of paying the actual billed amount. Customers must have a minimum of 12 months history at their current address to qualify for budget billing. Customers must have a zero balance at the time budget billing is implemented and must keep their accounts current to remain on budget billing.
TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all electric meters read by LP&L on or after ~~December 1, 2013~~October 1, 2014.

SMALL GENERAL SERVICE

Rate 10

APPLICABLE:

To commercial customers for electric service supplied at secondary voltage for commercial purposes when all service is supplied at one point of delivery and measured through one meter, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served, and whose load does not exceed 10 kW of demand in any month. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate. Youth-oriented (18 years of age and younger) non-profit sports leagues utilizing electric service for sports field lighting at municipally owned outdoor facilities may be served under this rate regardless of demand. Meters in which the load exceeds 10 kW of demand in any month will be assigned to Rate 16 (Secondary General Service) and will not be eligible to be reassigned to Rate 10 until there have been 12 consecutive months where loads have not exceeded 10 kW of demand.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared service.

TERRITORY:

Lubbock, Texas

RATE:

Service Availability Charge: meter	$11.5~~43733~~0.91 ~~per month~~ per month per
Energy Charge:	$0.01692~~00~~ per kWh

PURCHASED POWER COST RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current Lubbock Power and Light "Purchased Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT:

The charge of the above rate may be increased (i) ~~for competitive purposes,~~ by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any ~~competing~~ other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.

TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.
TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all electric meters read by LP&L on or after ~~December~~ October 1, 201~~4~~3



LARGE SCHOOL SERVICE

Rate 15

APPLICABLE:

To all public and private school facilities supplied at secondary voltage for school purposes when all service is supplied at one point of delivery and measured through one meter, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served and whose load exceeds 10 kW of demand in any month. Meters on this rate with loads that drop to 10 kW of demand or below will be eligible to be reassigned to Rate 21 (Small Municipal and School Service) only after 12 consecutive months where loads have not exceeded 10 kW of demand.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared service, or to service for which a specific rate schedule is provided.

TERRITORY: Lubbock, Texas

RATE:

Service Availability Charge:	$33.840~~000~~2.00 per month per meter
Energy Charge:	$0.000402 per kWh
Demand Charge:	$4.9173865 per kW

DEMAND:

Lubbock Power and Light will furnish at its expense the necessary metering equipment to measure the customer's kW demand for the 30-minute period of greatest use during the month. In the absence of a demand meter, the customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 41.30 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by 80 hours.

PURCHASED POWER COST RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current Lubbock Power and Light "Purchased Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT:

The charge of the above rate may be increased (i) ~~for competitive purposes,~~ by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any ~~competing~~ other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.

TAX:

Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.

POWER FACTOR:

Applicable to customers on this rate schedule with a peak demand of 200 kW or greater. At all times, ~~customer~~ Customer will maintain at Lubbock Power & Light's point of delivery, a power factor of not less than ~~90~~85% lagging.

Where Customer fails to maintain a power factor of at least 85% lagging at LP&L's point of delivery, ~~In the event a low voltage condition due to lagging power factor exists in a degree sufficient to impair Lubbock Power & Light's service~~, ~~customer~~ Customer shall install suitable capacitors or other equipment necessary to raise the over-all power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, ~~customer~~ Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on Lubbock Power & Light's system.

Effective October 1, 2015, LP&L may disconnect Customer's service, following proper notice, if Customer fails to maintain a power factor of at least 85% lagging. In cases where service is provided and the customer fails to maintain a power factor of at least 85% lagging, actual KVA shall be used as the billing demand.

TERMS OF PAYMENT:

Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE:

AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.

TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all electric meters read by LP&L on or after ~~December~~ October 1, 201~~3~~4

SECONDARY GENERAL SERVICE

Rate 16

APPLICABLE:

To all commercial and industrial customers for electric service supplied at secondary voltage for commercial purposes when all service is supplied at one point of delivery and measured through one meter, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served and whose load exceeds 10 kW of demand in any month. Meters on this rate with loads that drop to 10 kW of demand or below will be eligible to be reassigned to Rate 10 (Small General Service) only after 12 consecutive months where loads have not exceeded 10 kW of demand.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared service.

TERRITORY:

Lubbock, Texas

RATE:

Service Availability Charge:	$24.32~~250~~3.00 per month per meter
Energy Charge:	$0.00068~~4~~ per kWh
Summer Demand Charge:	$6.8208~~45~~ per kW
Non-Summer Demand Charge:	$3.6483~~45~~ per kW

NON-SUMMER MONTHS:

The billing months of October through May

SUMMER MONTHS:

The billing months of June through September

DEMAND:

Lubbock Power and Light will furnish at its expense the necessary metering equipment to measure ~~the c~~Customer's kW demand for the 30-minute period of greatest use during the month. In the absence of a demand meter, the customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 57.01 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by 80 hours.

PURCHASED POWER COST RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current Lubbock Power and Light "Purchased Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT:

The charge of the above rate may be increased (i) ~~for competitive purposes,~~ by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any ~~competing~~ other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.

TAX:

Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.

POWER FACTOR:

Applicable to customers on this rate schedule with a peak demand of 200 kW or greater. At all times, ~~customer~~ Customer will maintain at Lubbock Power & Light's point of delivery, a power factor of not less than ~~90~~85% lagging.

~~In the event a low voltage condition due to lagging power factor exists in a degree sufficient to impair Lubbock Power & Light's service~~Where Customer fails to maintain a power factor of at least 85% lagging at LP&L's point of delivery, ~~customer~~ Customer shall install suitable capacitors or other equipment necessary to raise the over-all power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, ~~customer~~ Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on Lubbock Power & Light's system.

Effective October 1, 2015, LP&L may disconnect Customer's service, following proper notice, if Customer fails to maintain a power factor of at least 85% lagging. In cases where service is provided and the customer fails to maintain a power factor of at least 85% lagging, actual KVA shall be used as the billing demand.

TERMS OF PAYMENT:

Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE:

AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.

TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all electric meters read by LP&L on or after October~~December~~ 1, 2014~~3~~



PRIMARY GENERAL SERVICE

Rate 16P

APPLICABLE:

To all commercial and industrial customers for electric service supplied at primary voltage for commercial purposes when all service is supplied at one point of delivery and measured through one meter, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared service.

TERRITORY:

Lubbock, Texas

RATE:

Service Availability Charge:	$264.38~~75~~50.00 per month per meter
Energy Charge:	$0.00048~~5~~ per kWh
Demand Charge:	$4.3886~~3~~15 per kW

DEMAND:

Lubbock Power and Light will furnish at its expense the necessary metering equipment to measure the customer's kW demand for the 30-minute period of greatest use during the month. In the absence of a demand meter, the customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 69.71 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by 80 hours.

LOSS ADJUSTMENT:

When metering is installed on the secondary (customer's) side of any voltage transformation made at less than available primary voltage at the point of service, the meter readings for billing purposes shall be increased to include all transformation losses.

PURCHASED POWER COST RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current Lubbock Power and Light "Purchased Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT:

The charge of the above rate may be increased (i) ~~for competitive purposes,~~ by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any ~~competing~~ other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.

TAX:

Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.

POWER FACTOR:

Applicable to customers on this rate schedule with a peak demand of 200 kW or greater. At all times, ~~customer~~ Customer will maintain at Lubbock Power & Light's point of delivery, a power factor of not less than ~~90~~85% lagging.

Where Customer fails to maintain a power factor of at least 85% lagging at LP&L's point of delivery, ~~In the event a low voltage condition due to lagging power factor exists in a degree sufficient to impair Lubbock Power & Light's service~~, ~~customer~~ Customer shall install suitable capacitors or other equipment necessary to raise the over-all power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, ~~customer~~ Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on Lubbock Power & Light's system.

Effective October 1, 2015, LP&L may disconnect Customer's service, following proper notice, if Customer fails to maintain a power factor of at least 85% lagging. In cases where service is provided and the customer fails to maintain a power factor of at least 85% lagging, actual KVA shall be used as the billing demand.

TERMS OF PAYMENT:

Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE:

AC. 60 hertz. Single-phase or three-phase at Lubbock Power & Light's available primary voltage.

TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all electric meters read by LP&L on or after October~~December~~ 1, 2014~~3~~

STATE UNIVERSITY GENERAL SERVICE

Rate 16U

APPLICABLE:

To all State of Texas universities using more than 100,000,000 kWh per year where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared service.

TERRITORY: Lubbock, Texas

RATE:

Service Availability Charge:	$0.00 per month per meter
Demand Charge:	$0.00
Energy Charge:	$0.014000 per kWh

WHOLESALE POWER CHARGE:

The charge per kilowatt-hour of the above rate shall be increased by an amount equal to LP&L's average cost of Wholesale Power for the month immediately preceding the current billing month for the customer as delivered to all LP&L customers including assumed system losses of 2%. The Wholesale Power Charge shall be calculated monthly by dividing (i) the amount of the Total Bill for Wholesale Power for the month immediately preceding the current billing month for the customer including any prior month adjustments by (ii) the kWh delivered to all LP&L customers in the month immediately preceding the current billing month for the customer. The kWh delivered to all LP&L customers shall be calculated by reducing by 2% the kWh delivered to LP&L's delivery points by SPS as shown on the Wholesale Power bill of the month immediately preceding the current billing month for the customer. This reduction is an adjustment to account for line losses occurring between LP&L's point(s) of interconnection with SPS and the delivery points of the customer.

TERMS OF PAYMENT:	Payment due 30 days after bill date or as otherwise required by state law. If the 30th day falls on a weekend or an official City of Lubbock recognized holiday, the due date will be extended until the next business day. A late charge of 1% or as authorized by state law, whichever is greater, will be added to all bills not paid by the due date.
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase or three-phase at Lubbock Power & Light's available secondary voltage.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all electric meters read by LP&L on or after October~~December~~ 1, 2014~~3~~

LARGE MUNICIPAL

Rate 17

APPLICABLE:

To all municipal facilities supplied at secondary voltage for municipal purposes when all service is supplied at one point of delivery and measured through one meter, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served and whose load exceeds 10 kW of demand in any month. Meters on this rate with loads that drop to 10 kW of demand or below will be eligible to be reassigned to Rate 21 (Small Municipal and School Service) only after 12 consecutive months where loads have not exceeded 10 kW of demand.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared service, or to service for which a specific rate schedule is provided.

TERRITORY: Lubbock, Texas

RATE:

Service Availability Charge:	$42.30~~000~~0.00 per month per meter
Energy Charge:	$0.00057~~4~~ per kWh
Demand Charge:	$4.462652~~2~~ per kW

DEMAND:

Lubbock Power and Light will furnish at its expense the necessary metering equipment to measure the customer's kW demand for the 30-minute period of greatest use during the month. In the absence of a demand meter, ~~the c~~Customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 41.30 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by 80 hours.

PURCHASED POWER COST RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current Lubbock Power and Light "Purchased Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT:

The charge of the above rate may be increased (i) ~~for competitive purposes,~~ by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any ~~competing~~ other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.

TAX:

Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.

POWER FACTOR:

Applicable to customers on this rate schedule with a peak demand of 200 kW or greater. At all times, ~~customer~~ Customer will maintain at Lubbock Power & Light's point of delivery, a power factor of not less than ~~90~~85% lagging.

Where Customer fails to maintain a power factor of at least 85% lagging at LP&L's point of delivery, ~~In the event a low voltage condition due to lagging power factor exists in a degree sufficient to impair Lubbock Power & Light's service~~, ~~customer~~ Customer shall install suitable capacitors or other equipment necessary to raise the over-all power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, ~~customer~~ Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on Lubbock Power & Light's system.

Effective October 1, 2015, LP&L may disconnect Customer's service, following proper notice, if Customer fails to maintain a power factor of at least 85% lagging. In cases where service is provided and the customer fails to maintain a power factor of at least 85% lagging, actual KVA shall be used as the billing demand.

TERMS OF PAYMENT:

Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE:

AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.

TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all electric meters read by LP&L on or after ~~December~~ October 1, 201~~3~~4

STREET LIGHTING SERVICE

Rate 18

APPLICABLE:	To municipal and State of Texas facilities for street lighting service where facilities of adequate capacity and suitable voltage are adjacent to the point of service.	
TERRITORY:	Lubbock, Texas	
RATE:	Service Availability Charge:	$0.00 per month per meter
	Energy Charge:	$0.0407~~13~~850 per kWh
DETERMINATION OF ENERGY USE:	Energy use will be determined by applying the total rated wattage of each fixture, including the ballast, to the number of hours of operation in each month. Street light burning time will be from one-half after sunset to one-half hour before sunrise using National Weather Service official sunrise & sunset times for Lubbock, Texas.	
PURCHASED POWER COST RECOVERY FACTOR:	The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current Lubbock Power and Light "Purchased Power Cost Recovery Factor".	
FRANCHISE FEE EQUIVALENT:	The charge of the above rate may be increased (i) ~~for competitive purposes,~~ by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any ~~competing~~other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.	
TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.	
TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.	

CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase at available standard voltage at the point of service.
CONDITIONS OF SERVICE:	Customer will install, own, operate and maintain the street lighting system.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	October~~December~~ 1, 2014~~3~~

GENERAL RELIGIOUS SERVICE

Rate 19

APPLICABLE: To service provided exclusively to the primary structure used for worship services of any church or religious association. This rate is not available for any other structure owned and operated by a church or religious association that is not primarily used for worship services. This rate is not applicable to temporary breakdown, standby, supplementary, or to service for which a specific rate schedule is provided.

TERRITORY: Lubbock, Texas

RATE:

Service Availability Charge:	$14.28~~7625~~3.50 ~~per month~~ per meter
Energy Charge:	$0.01573~~487~~ per kWh

PURCHASED POWER COST RECOVERY FACTOR: The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current Lubbock Power and Light "Purchased Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) ~~for competitive purposes,~~ by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any ~~competing~~ other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all electric meters read by LP&L on or after ~~December~~ October 1, 201~~3~~4

SMALL MUNICIPAL & SCHOOL SERVICE

Rate 21

APPLICABLE: To municipal facilities and public and private schools for electric service supplied at secondary voltage for municipal and school purposes when all service is supplied at one point of delivery and measured through one meter, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served, and whose load does not exceed 10 kW of demand in any month. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate. Meters in which the load exceeds 10 kW of demand in any month will be assigned to either Rate 15 (Large School Service) or Rate 17 (Large Municipal Service) as applicable and will not be eligible to be reassigned to Rate 21 until there have been 12 consecutive months where loads have not exceeded 10 kW of demand.

TERRITORY: Lubbock, Texas

RATE:

Service Availability Charge:	$11.05~~088~~0.45 per month per meter
Energy Charge:	$0.01396~~20~~ per kWh

PURCHASED POWER COST RECOVERY FACTOR: The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current Lubbock Power and Light "Purchased Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) ~~for competitive purposes,~~ by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any ~~competing~~ other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.

TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all electric meters read by LP&L on or after ~~December~~ October 1, 201~~3~~4

GUARD LIGHT SERVICE

This rate is closed to new customers.

APPLICABLE:

For night outdoor guard lighting service where facilities of adequate capacity and suitable voltage are adjacent to the point of service. **This rate is closed to new customers and no new lights will be installed for existing customers**. Customers of a competing utility with existing guard light service will be allowed to transfer this service to LP&L but no new lights will be installed for transferring customers.

Mercury vapor lamps are no longer being manufactured or imported. Once the inventory of mercury vapor lamps is depleted, customers will be given the option of having the guard light removed or replaced with another type of light which may have a different rate.

TERRITORY:

Lubbock, Texas

RATE:

Each 150 Watt 15,000 lumen (nominal – actual rating may vary) high-pressure sodium fixture installed on an overhead bracket on a wood pole: $12.91~~20821~~ per month

Each 100 Watt 9,500 lumen (nominal – actual rating may vary) high-pressure sodium fixture installed on an overhead bracket on a wood pole: $8.77~~666829~~ per month

Each 150 Watt 7,000 lumen (nominal – actual rating may vary) mercury vapor fixture installed on an overhead bracket on a wood pole: $13.28~~2202.56~~ per month

Additional secondary line: For each additional 150 foot span of secondary line required beyond the first 150 feet: $2.81~~29566~~ per month.

DETERMINATION OF ENERGY USE:

15,000 lumen HPS fixture uses 56 kWh per month.
9,500 lumen HPS fixture uses 38 kWh per month.
7,000 lumen MV fixture uses 67 kWh per month.

PURCHASED POWER COST RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current Lubbock Power and Light “Purchased Power Cost Recovery Factor”.

FRANCHISE FEE EQUIVALENT:	The charge of the above rate may be increased (i) ~~for competitive purposes,~~ by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any ~~competing~~ other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.
TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.
TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase at available standard voltage at the point of service.
CONDITIONS OF SERVICE:	Lubbock Power & Light will ~~construct,~~ own, operate, and maintain on ~~the c~~Customer's premises the requested number of lights. Lights will be photo-electrically controlled and mounted on a metal bracket installed on Lubbock Power & Light's service poles, a separate 30 foot wood pole, or installed on any suitable mounting device belonging to ~~the c~~Customer. Lights will not be installed on any mounting device, which in the opinion of Lubbock Power & Light, is unsafe or not suitable for the purpose. One span of secondary line not exceeding 150 feet in length may be furnished under the above rate with each pole. Service requiring more than one span of secondary line per pole will be furnished, provided ~~the c~~Customer pays the listed rate for each additional span not exceeding 150 feet in length.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	~~December~~ October 1, 201~~4~~3

FLOOD LIGHT SERVICE

This rate is closed to new customers.

APPLICABLE: For night outdoor flood light service where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served. **This rate is closed to new customers and no new lights will be installed for existing customers**. Customers of a competing utility with existing flood light service will be allowed to transfer this service to LP&L but no new lights will be installed for transferring customers.

TERRITORY: Lubbock, Texas

RATE: The charge per month shall be the sum of Rate sections A+B+C+D:

RATE A:
First Light Charge

Charge per light for the first light on each 30 foot wood pole with overhead service:

Lamp Wattage	Metal Halide	High Pressure Sodium
150	N/A	$~~18.00~~19.04~~3500~~
175	$~~18.11~~19.15~~133~~	N/A
250	$~~19.41~~20.53~~2608~~	$~~19.50~~20.62~~125~~
400	$~~20.20~~21.36~~150~~	$~~20.63~~21.82~~1623~~
1,000	$~~30.90~~32.68~~7675~~	$~~31.26~~33.06~~5745~~

RATE B:
Additional Light Charge

Additional charge per month for each additional light per pole:

Lamp Wattage	Metal Halide	High Pressure Sodium
150	N/A	$~~6.97~~7.37~~078~~
175	$~~7.06~~7.47~~6595~~	N/A
250	$~~8.06~~8.52~~345~~	$~~8.14~~8.61~~0805~~
400	$~~8.73~~9.23~~198~~	$~~9.11~~9.63~~383~~
1,000	$~~18.24~~19.29~~8880~~	$~~18.53~~19.60~~5548~~

RATE C:
Additional Pole Charge

Additional charge per month per pole:

Pole Height	Overhead Wood Pole	Underground Wood Pole	Overhead Steel Pole	Underground Steel Pole
30’	$0.00000	$3.033.20423	$5.055.34038	$8.5655188.09
35’	$1.491.587568	$4.524.787990	$6.9216056.54	$10.130859.58
40’	$3.193.373343	$6.236.598823	$8.258.724438	$11.9328601.28
45’	$4.514.776933	$7.567.99470	$10.120289.57	$13.3435081.61
50’	$5.976.313328	$9.019.532808	N/A	N/A

RATE D:
Additional Service Span Charge

For each additional 150 foot span of secondary line required beyond the first 150 feet: $2.66 per month.

DETERMINATION OF ENERGY USE:

Lamp Wattage	Metal Halide Lumen	Metal Halide kWh	High Pressure Sodium Lumen	High Pressure Sodium kWh
150	N/A	N/A	16,000	56
175	14,000	62	N/A	N/A
250	20,500	97	27,500	97
400	36,000	136	50,000	159
1,000	110,000	359	140,000	350

PURCHASED POWER COST RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current Lubbock Power and Light “Purchased Power Cost Recovery Factor”.

FRANCHISE FEE EQUIVALENT:

The charge of the above rate may be increased (i) for competitive purposes, by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any competing other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.

TAX:

Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase. 120 or 240 volts.

CONDITIONS OF SERVICE: Lubbock Power & Light will ~~construct,~~ own, operate, and maintain on ~~the c~~Customer's premises the required number of overhead flood lights. Lights will be photo-electrically controlled and mounted on LP&L poles of the type and size selected by ~~the c~~Customer and available under the rate. One span of secondary line not exceeding 150 feet in length may be furnished under the above rate with each pole. Service requiring more than one span of secondary line per pole will be furnished, provided ~~the c~~Customer pays the listed rate for each additional span not exceeding 150 feet in length.

LP&L will not construct, own, or maintain underground lines on ~~the c~~Customer's premises for flood light service. Construction for underground lines will be per the specifications of LP&L and will be arranged and paid for by ~~the~~ Customer. ~~The~~ Customer is responsible for any trenching and backfilling necessary for construction.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: ~~December~~ October 1, 201~~4~~3

MISCELLANEOUS SERVICE CHARGES

APPLICABLE:	The service charges listed below are applicable to all customers served by Lubbock Power & Light and are in addition to any other charges made under Lubbock Power & Light's tariff for electric service.
TERRITORY:	Lubbock, Texas
RETURNED CHECK CHARGE:	$30 as of 05/21/2007 but may be changed up to the maximum allowed by applicable law without further action by the City Council of the City of Lubbock. This charge is made when ~~customer's~~ Customer's check has been dishonored and returned to Lubbock Power & Light.
SERVICE INITIATION FEE:	$55.00 during business hours. $87.00 after business hours. $115.00 when cut at the pole during business hours. $150.00 when cut at the pole after business hours. This charge is made when ~~customer~~ Customer requests reconnection of electric service after having been disconnected because of a delinquent account.
RESTORATION OF TAMPERED SERVICE CHARGE:	$200.00 each occurrence plus expense for damages plus recovery of lost sales that are based on historical data or average use for similarly situated customers. This charge is applied to any customer who has tampered with the meter installed on the customer's premises, or by any manner or means has prevented the total energy from being registered by the meter installed for such purposes.
METER TESTING CHARGE:	$50.00 if meter test is requested by ~~customer~~Customer. No charge to ~~customer~~ Customer if meter test shows meter accuracy to be outside acceptable tolerances.

AGREED PAYMENT PLAN CHARGE:	$30.00 This charge is made when a customer requests and receives an agreed payment plan (payment arrangement) using the services of an LP&L Customer Service Representative. This charge will be waived for self-service agreed payment plans made via LP&L's automated phone system or online at www.LPandL.com.
DUPLICATE BILL CHARGE:	$5.00 for each duplicate bill. This charge is made when a customer requests a copy of a previously received bill. Copies of bills (12 month history) can be obtained free of charge at www.LPandL.com.
MISCELLANEOUS CHARGES:	At cost. This charge may be made for miscellaneous and non-routine services performed at the request of ~~the c~~Customer but not covered specifically by any rate or fee. The charges will be the reasonable costs incurred for performing such services including but not limited to labor, materials, transportation, miscellaneous expenses and all applicable overheads for the service provided.
PULSE METERING EQUIPMENT INSTALLATION AND REPLACEMENT CHARGE:	At cost. These charges may be made when Customer requests access to pulses from the revenue meter. The charges will be the reasonable costs incurred for providing such service including but not limited to labor, materials, transportation, miscellaneous expenses and all applicable overheads for the service provided.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.
EFFECTIVE DATE:	October~~December~~ 1, 2014~~3~~

PURCHASED POWER COST RECOVERY FACTOR:

The Purchased Power Cost Recovery Factor (PPRF), provides for the recovery of all purchased power costs incurred by LP&L in serving system demand and energy requirements. The PPRF shall be adjusted a minimum of two times per year, once during the non-summer season of October through May and once during the summer season of June through September. The PPRF will have a demand (PPRF-D) and energy (PPRF-E) component or rate. The PPRF rates shall be established with the intention of matching PPRF revenues with actual purchased power costs over the course of a fiscal year, giving consideration to seasonal fluctuations in load and in purchased power prices. The PPRF may be adjusted more frequently if any over or under recovery exceeds the maximum variance as defined below.

For a particular customer class, the PPRF-E shall be adjusted by the following voltage level factors:
Primary Voltage: 1.0409
Secondary Voltage: 1.06340

On a monthly basis, LP&L shall track actual revenues collected from the PPRF and compare these revenues to actual total purchased power costs incurred. The cumulative balance representing the difference between total PPRF revenues collected less total purchased power costs incurred over the period shall be reported to the LPL&L Board on a monthly basis.

A PPRF balancing account will be established with a cap equal to five percent of total annual budgeted or forecasted purchased power costs to manage the monthly over/under collection of, or differences in, the monthly PPRF revenues and monthly purchased power costs. If at any time, the reported cumulative balance of the difference between total PPRF revenues collected and purchased power costs is greater than the PPRF balancing account cap, an adjustment may be made to the PPRF rates with the intention of refunding the over recovery amount. In addition, if at any time the reported cumulative balance of the difference between total PPRF revenues collected and purchased power costs is approaching or less than zero, an adjustment may be made to the PPRF rates with the intention of replenishing the PPRF stabilization fund.

All adjustments to the PPRF shall be approved by the LP&L Board.



Electric Rate/Tariff Schedule

Amended October 1, 2014

Lubbock Power & Light Electric Rate/Tariff Schedule

Service Schedules

Type of Service	Rate Class
General Terms and Conditions	
Residential Standard Service	**Rate 1**
Residential Electric Space Heating Service	**Rate 3**
Residential Net Metering Service	**Rate 5**
Small General Service	**Rate 10**
Large School Service	**Rate 15**
Secondary General Service	**Rate 16**
Primary General Service	**Rate 16P**
Transmission General Service	**Rate 16T**
State University General Service	**Rate 16U**
Large Municipal Service	**Rate 17**
Street Lighting Service	**Rate 18**
General Religious Service	**Rate 19**
Small Municipal & School Service	**Rate 21**
Guard Light Service	
Flood Light Service	
Miscellaneous Service Charges	
Discount Factor	
Purchased Power Cost Recovery Factor	

GENERAL TERMS AND CONDITIONS

In order that all Customers may receive uniform, efficient, and adequate service, electric service will be supplied to and accepted by all Customers receiving service from the City of Lubbock's municipally owned electric utility, Lubbock Power & Light ("LP&L"), in accordance with these Terms and Conditions including the attached Rate/Tariff Schedule ("Rate Schedule"). For purposes of this Rate Schedule, "Customer" shall mean any person, firm, corporation or other legal entity receiving electric service from Lubbock Power & Light. All references herein to either the City of Lubbock or Lubbock Power and Light shall be inclusive of the other.

1. Customer's Installation. Customer is responsible, at its own expense, for installing and maintaining such protective devices as are recommended or required by the then current edition of the National Electrical Code or as may be necessary to protect Customer's equipment or process during abnormal service conditions or the failure of all or a part of the electric service provided by LP&L. Such protective devices include, but are not limited to, equipment necessary to limit voltage fluctuations, transients, or harmonics such that neither LP&L nor LP&L's other customers are adversely affected. All wiring and other electrical equipment furnished by the Customer will be installed, operated, and maintained by the Customer at all times in conformity with good electrical practice and with the requirements of the constituted authorities and these Terms and Conditions. LP&L is not obligated to serve any equipment or any premises that has a detrimental effect on LP&L equipment or the equipment of LP&L customers.

   Customer is responsible for notifying LP&L of any change in the installation that might impact the applicable rate to be charged. If the change results in the Customer qualifying for a lower rate, the lower rate will be applied no earlier than the date notice is given to LP&L. If the change results in a higher rate, the higher rate will be applied as of the date of the change in installation. Back-billing shall not exceed a period of six months, if it is found that a higher rate should have been applied to Customer or the back-billing would result in additional charges or fees to Customer.

2. Continuous Service. Lubbock Power & Light shall use reasonable diligence to provide continuous electric service but Lubbock Power & Light does not guarantee against irregularities, interruptions, or fluctuating wave form or frequency, it being understood that occasional irregularities, interruptions, and fluctuations are inevitable. Lubbock Power & Light shall not be liable for damages or injury, including but not limited to consequential or economic loss damages, occasioned by interruption, failure to commence delivery voltage, wave form or frequency fluctuation caused by an act of God or the public enemy, a breakdown of plant, lines or equipment, inevitable accidents, fire, explosion, strikes, riots, war, delay in receiving shipments of required materials, order of any court or judge granted in any bona fide adverse legal proceedings or action or any order by any commission or tribunal having jurisdiction**; OR, WITHOUT LIMITATION BY THE PRECEDING ENUMERATION, ANY OTHER ACT OR THING DUE TO CAUSES BEYOND LUBBOCK POWER & LIGHT'S**

CONTROL, TO THE NEGLIGENCE OF LUBBOCK POWER & LIGHT, ITS EMPLOYEES, OR CONTRACTORS, except to the extent that the damages are occasioned by the gross negligence or willful misconduct of Lubbock Power & Light.

3. Intentional Interruption of Service. Lubbock Power & Light may, without notice and without liability to the Customer, interrupt service to the Customer when, in Lubbock Power & Light's sole judgment, the interruption of service:

    a. Will prevent or alleviate an emergency threatening to disrupt the operation of Lubbock Power & Light's system; or
    b. Will lessen or remove possible danger to life or property; or
    c. Will aid in the restoration of electric service; or
    d. Is required to make necessary repairs to or changes in Lubbock Power & Light's facilities.

    Lubbock Power & Light may, in the event of a national emergency or local disaster resulting in disruption of normal service, in the public interest, interrupt service to the Customer to provide necessary service to civil defense or other emergency service agencies on a temporary basis until normal service to the agencies can be restored.

4. Disclaimer of Warranties. **LUBBOCK POWER & LIGHT AND THE CITY MAKES NO WARRANTIES WHATSOEVER WITH REGARD TO THE PROVISION OF ANY SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

5. Discontinuance, Suspension and Refusal of Service. In addition to and in conjunction with any other federal, state or local law regarding discontinuance, suspension or refusal of utility service, Lubbock Power & Light may discontinue, suspend or refuse to supply electric service to any customer for the following reasons:

    a. Disconnection with notice. Lubbock Power & Light may disconnect electric utility service after proper notice for any of the following reasons:
        (i) failure to pay a bill for electric utility service or failure to comply with the terms of any agreed payment plan;
        (ii) failure to pay a deposit as required by the General Terms and Conditions of the Rate Schedule; or
        (iii) for any other reason whereby Lubbock Power & Light is legally entitled to disconnect electric utility service with notice.

    b. Disconnection without notice. Lubbock Power & Light may disconnect electric utility service without prior notice for any of the following reasons:
        (i) where a known dangerous condition exists for as long as the condition exists;
        (ii) where service is connected without authority by a person who has not made application for service;
        (iii) where service was reconnected without authority after termination for nonpayment;

(iv) failure to comply with the terms of any agreed payment plan where such plan provides for disconnection without further notice;
(v) where there has been tampering with Lubbock Power & Light's equipment or evidence of theft of service; or
(vi) for any other reason whereby Lubbock Power & Light is legally entitled to disconnect electric utility service without notice.

6. Deposits. Lubbock Power & Light shall require a deposit from customers for electric service, in accordance with the following terms and conditions:

a. Lubbock Power & Light shall require a deposit from a prospective residential electric service customer in an amount equal to ONE HUNDRED THIRTY FIVE AND NO/100 DOLLARS ($135.00), except as provided herein.

b. Lubbock Power & Light shall require a deposit from a prospective commercial and/or industrial customer in an amount equal to ONE HUNDRED THIRTY FIVE AND NO/100 DOLLARS ($135.00) or ONE-SIXTH (1/6) of the reasonable and good-faith estimate of annual billings of the customer, whichever is greater, except as provided herein.

c. An applicant for residential electric service shall be exempt from the deposit requirement if any of the following conditions are met by the applicant:

i. the applicant produces, to the satisfaction of Lubbock Power & Light, the following information:

A. Proof that during the two years prior to applying for electric service from Lubbock Power & Light, the applicant was a customer of a utility providing electric service or one or more of the City of Lubbock utility services for at least twelve (12) consecutive months; and
B. While a customer, the applicant was not delinquent in paying for any utility service including City of Lubbock utility services on more than one occasion; and
C. While a customer, the applicant never had any of the services described in paragraphs A or B immediately above disconnected for nonpayment;

ii. the applicant demonstrates adequate and available credit, to the satisfaction of Lubbock Power & Light, by producing a letter of credit in the primary applicant's name from a utility providing electric service of whom the applicant was a customer; or

iii. the applicant is at least sixty-five (65) years of age and has no outstanding account balance with a utility for utility service including City of Lubbock utility services that accrued within the last two years.

iv. Subject to Section 6(c)(i)(B) and Section 6(c)(i)(C), an applicant has been determined to be a victim of family violence as defined in the Texas Family Code §71.004, by a family violence center as defined in Texas

Human Resources Code §51.002, by treating medical personnel, by law enforcement personnel, by the Office of a Texas District Attorney or County Attorney, by the Office of the Attorney General, or by a grantee of the Texas Equal Access to Justice Foundation. This determination shall be evidenced by submission of a certification letter developed by the Texas Council on Family Violence. The certification letter may be submitted directly to Lubbock Power & Light.

v. A customer who was exempted from the deposit requirement under this Section 6(c) may have the exemption withdrawn and a deposit applied to the account if the customer's service becomes disconnected for non-payment.

d. An applicant for non-residential service shall be exempt from the deposit requirement if the applicant produces, to the satisfaction of Lubbock Power & Light, the following information:

i. Proof that during the two years prior to applying for electric service from Lubbock Power & Light, the applicant was a customer of a utility providing electric service for at least twelve (12) consecutive months and is not currently delinquent in payment of any such utility service account; and

ii. While a customer, the applicant was not delinquent in paying for any utility service on more than one occasion; and

iii. While a customer, the applicant never had service disconnected for nonpayment.

iv. A customer who was exempted from the deposit requirement under this Section 6(d) may have the exemption withdrawn and a deposit applied to the account if the customer's service becomes disconnected for non-payment.

e. Except as provided herein, a customer from whom a deposit has been collected, if elected by the customer and the customer notifies Lubbock Power & Light, shall be eligible for a refund of said deposit when the customer has paid bills for service for twelve (12) consecutive residential billings or for twenty-four (24) consecutive commercial or industrial billings without having service disconnected for nonpayment of charges for such service, and without having more than one occasion on which a bill was delinquent, and when the customer is not delinquent in the payment of the current bill. Refunds to eligible customers shall be made promptly either in the form of a check payable to the customer or as a credit to the customer's bill, as determined by the sole discretion of Lubbock Power & Light. A customer who received a refund of their deposit may have the deposit requirement reapplied if the customer's service becomes disconnected for non-payment.

f. Lubbock Power & Light shall keep the following records for all deposits collected by Lubbock Power & Light pursuant to this Section:

i. the name and address of each depositor;
ii. the amount and date of the deposit; and
iii. each transaction concerning the deposit.

g. Any deposit not previously refunded to Customer or credited to Customer's account as provided herein shall be credited to Customer's final bill for service.

7. Right of Way. Customer shall provide, at no expense to Lubbock Power & Light, valid easements and rights-of-way, as required by Lubbock Power & Light for installation of an electric distribution system to provide electric utility service to Customer. Subject to and in conjunction with all other applicable federal, state and local laws and regulations, Lubbock Power & Light shall have the right to clear its distribution system and service connection of any interfering tree, shrub, or other obstruction and shall have the right to determine and maintain the amount of clearance it deems necessary in accordance with good utility practices and applicable law.

8. Access to Premises. Lubbock Power & Light or its authorized agents shall have access at all reasonable hours to the premises of Customer for the purpose of inspecting wiring and apparatus, removing or replacing Lubbock Power & Light's property, reading of meters and all other purposes incident to supplying of electric utility service.

9. Voltage Tolerances. Lubbock Power & Light may measure and record voltage levels at Customer's billing meter. Voltages outside of the Acceptable Range, as defined below, will be corrected as soon as possible by Lubbock Power & Light. For purposes of this Rate Schedule, voltages within the Acceptable Range shall be deemed consistent with proper electric utility service and good utility practice.

Nominal Voltage (Volts)	**Acceptable Range (Volts)**
120	110-127
208	191-220
240	220-254
277	254-293
480	440-508

10. Agreed Payment Plan. Lubbock Power & Light may allow a customer to pay an outstanding bill in installments. Any such agreed payment plan shall be subject to the following terms and conditions:

    a. The customer may establish a payment plan by contacting Lubbock Power & Light in person, by telephone or by any other electronic communication approved by Lubbock Power & Light;

    b. The agreed payment plan must be in writing;

    c. The Director of Electric Utilities may include additional terms and conditions consistent with those outlined herein and with applicable policy and law.

    The agreed payment plan may contain additional terms and conditions consistent with the Rate Schedule and applicable federal, state, and local law and regulations. In the event of a conflict between a written agreed payment plan and this Rate Schedule, the terms and conditions of this Rate Schedule shall control.

11. Right to Amend. This Rate Schedule may be amended or modified by Lubbock Power & Light through a written instrument duly executed by the City Council of the City of Lubbock without further notice provided to Customer, except as otherwise required by law.

12. Severability. If any portion of this Rate Schedule is held unenforceable by a court of competent jurisdiction, the remainder of this Rate Schedule shall not be affected and shall remain fully in force and enforceable.

13. Meter Aggregation. Lubbock Power & Light will bill each electric meter as a single meter. Customers with multiple meters that are rendered to a contiguous area, or that are metered across a dedicated street or alley will be billed on a per meter basis with no aggregation of those meters for billing purposes.

14. Applicable Law. **The laws of the State of Texas shall govern the validity, performance and enforcement of this Rate Schedule and the venue for any legal proceedings shall be in Lubbock County, Texas.**

RESIDENTIAL STANDARD SERVICE

Rate 1

APPLICABLE: To residential customers for electric service used for domestic purposes in private residences and separately metered individual apartments when all service is supplied at one point of delivery and measured through one meter, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate.

TERRITORY: Lubbock, Texas

RATE:

Service Availability Charge:	$6.87 per month per meter
Summer Energy Charge:	$0.03431 per kWh
Non-Summer Energy Charge:	$0.02373 per kWh

NON-SUMMER MONTHS: The billing months of October through May

SUMMER MONTHS: The billing months of June through September

PURCHASED POWER COST RECOVERY FACTOR: The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current Lubbock Power and Light “Purchased Power Cost Recovery Factor”.

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.

BUDGET BILLING: Budget billing is available upon request. Budget billing is a program that allows a customer to pay a specified amount each month instead of paying the actual billed amount. Customers must have a minimum of 12 months history at their current address to qualify for budget billing. Customers must have a zero balance at the time budget billing is implemented and must keep their accounts current to remain on budget billing.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all electric meters read by LP&L on or after October 1, 2014

RESIDENTIAL
ELECTRIC SPACE HEATING SERVICE

Rate 3

APPLICABLE: To residential customers for electric service with predominant electric space heating used for domestic purposes in private residences and separately metered individual apartments when all service is supplied at one point of delivery and measured through one meter, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate. Electric space heating includes permanently installed whole house space heating equipment in regular use, including heat pumps and electric resistance heating and excluding bathroom heaters.

TERRITORY: Lubbock, Texas

RATE:

Service Availability Charge:	$6.87 per month per meter
Summer Energy Charge:	$0.04473 per kWh
Non-Summer Energy Charge:	$0.01301 per kWh

NON-SUMMER MONTHS: The billing months of October through May

SUMMER MONTHS: The billing months of June through September

PURCHASED POWER COST RECOVERY FACTOR: The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current Lubbock Power and Light "Purchased Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.

BUDGET BILLING: Budget billing is available upon request. Budget billing is a program that allows a customer to pay a specified amount each month instead of paying the actual billed amount. Customers must have a minimum of 12 months history at their current address to qualify for budget billing. Customers must have a zero balance at the time budget billing is implemented and must keep their accounts current to remain on budget billing.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all electric meters read by LP&L on or after October 1, 2014

RESIDENTIAL
NET METERING SERVICE

Rate 5

APPLICABLE:

To residential customers for electric service used for domestic purposes in private residences and separately metered individual apartments when all service is supplied at one point of delivery and measured through one meter, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate.

This rate is available to net metering customers only. Net metering customer are defined as customers who have installed distributed generation on the customer side of the Lubbock Power and Light meter. All customers desiring to be placed on this rate must sign an agreement for interconnection and parallel operation with Lubbock Power and Light. Customers that qualify for this rate will receive credit in kWh generated against kWh consumed in one billing period. KWh credits will only offset up to the amount of kWh consumed in each billing period.

TERRITORY:

Lubbock, Texas

RATE:

Service Availability Charge: $25.91 per month per meter

Summer Energy Charge: $0.01100 per kWh
Non-Summer Energy Charge: $0.00338 per kWh

NON-SUMMER MONTHS:

The billing months of October through May

SUMMER MONTHS:

The billing months of June through September

PURCHASED POWER COST RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current Lubbock Power and Light “Purchased Power Cost Recovery Factor”.

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.

BUDGET BILLING: Budget billing is available upon request. Budget billing is a program that allows a customer to pay a specified amount each month instead of paying the actual billed amount. Customers must have a minimum of 12 months history at their current address to qualify for budget billing. Customers must have a zero balance at the time budget billing is implemented and must keep their accounts current to remain on budget billing.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all electric meters read by LP&L on or after October 1, 2014.

SMALL GENERAL SERVICE

Rate 10

APPLICABLE:

To commercial customers for electric service supplied at secondary voltage for commercial purposes when all service is supplied at one point of delivery and measured through one meter, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served, and whose load does not exceed 10 kW of demand in any month. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate. Youth-oriented (18 years of age and younger) non-profit sports leagues utilizing electric service for sports field lighting at municipally owned outdoor facilities may be served under this rate regardless of demand. Meters in which the load exceeds 10 kW of demand in any month will be assigned to Rate 16 (Secondary General Service) and will not be eligible to be reassigned to Rate 10 until there have been 12 consecutive months where loads have not exceeded 10 kW of demand.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared service.

TERRITORY:

Lubbock, Texas

RATE:

Service Availability Charge:	$11.54 per month per meter
Energy Charge:	$0.01692 per kWh

PURCHASED POWER COST RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current Lubbock Power and Light “Purchased Power Cost Recovery Factor”.

FRANCHISE FEE EQUIVALENT:

The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all electric meters read by LP&L on or after October 1, 2014

LARGE SCHOOL SERVICE

Rate 15

APPLICABLE:

To all public and private school facilities supplied at secondary voltage for school purposes when all service is supplied at one point of delivery and measured through one meter, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served and whose load exceeds 10 kW of demand in any month. Meters on this rate with loads that drop to 10 kW of demand or below will be eligible to be reassigned to Rate 21 (Small Municipal and School Service) only after 12 consecutive months where loads have not exceeded 10 kW of demand.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared service, or to service for which a specific rate schedule is provided.

TERRITORY:

Lubbock, Texas

RATE:

Service Availability Charge:	$33.84 per month per meter
Energy Charge:	$0.00042 per kWh
Demand Charge:	$4.91738 per kW

DEMAND:

Lubbock Power and Light will furnish at its expense the necessary metering equipment to measure the customer's kW demand for the 30-minute period of greatest use during the month. In the absence of a demand meter, the customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 41.30 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by 80 hours.

PURCHASED POWER COST RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current Lubbock Power and Light "Purchased Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.

POWER FACTOR: Applicable to customers on this rate schedule with a peak demand of 200 kW or greater. At all times, Customer will maintain at Lubbock Power & Light's point of delivery, a power factor of not less than 85% lagging.

Where Customer fails to maintain a power factor of at least 85% lagging at LP&L's point of delivery,, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on Lubbock Power & Light's system.

Effective October 1, 2015, LP&L may disconnect Customer's service, following proper notice, if Customer fails to maintain a power factor of at least 85% lagging. In cases where service is provided and the customer fails to maintain a power factor of at least 85% lagging, actual KVA shall be used as the billing demand.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.

TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all electric meters read by LP&L on or after October 1, 2014

SECONDARY GENERAL SERVICE

Rate 16

APPLICABLE:

To all commercial and industrial customers for electric service supplied at secondary voltage for commercial purposes when all service is supplied at one point of delivery and measured through one meter, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served and whose load exceeds 10 kW of demand in any month. Meters on this rate with loads that drop to 10 kW of demand or below will be eligible to be reassigned to Rate 10 (Small General Service) only after 12 consecutive months where loads have not exceeded 10 kW of demand.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared service.

TERRITORY:

Lubbock, Texas

RATE:

Service Availability Charge:	$24.32 per month per meter
Energy Charge:	$0.00068 per kWh
Summer Demand Charge:	$6.82088 per kW
Non-Summer Demand Charge:	$3.64838 per kW

NON-SUMMER MONTHS:

The billing months of October through May

SUMMER MONTHS:

The billing months of June through September

DEMAND:

Lubbock Power and Light will furnish at its expense the necessary metering equipment to measure Customer's kW demand for the 30-minute period of greatest use during the month. In the absence of a demand meter, the customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 57.01 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by 80 hours.

PURCHASED POWER COST RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current Lubbock Power and Light "Purchased Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.

POWER FACTOR: Applicable to customers on this rate schedule with a peak demand of 200 kW or greater. At all times, Customer will maintain at Lubbock Power & Light's point of delivery, a power factor of not less than 85% lagging. Where Customer fails to maintain a power factor of at least 85% lagging at LP&L's point of delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on Lubbock Power & Light's system.

Effective October 1, 2015, LP&L may disconnect Customer's service, following proper notice, if Customer fails to maintain a power factor of at least 85% lagging. In cases where service is provided and the customer fails to maintain a power factor of at least 85% lagging, actual KVA shall be used as the billing demand.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all electric meters read by LP&L on or after October 1, 2014

PRIMARY GENERAL SERVICE

Rate 16P

APPLICABLE:

To all commercial and industrial customers for electric service supplied at primary voltage for commercial purposes when all service is supplied at one point of delivery and measured through one meter, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared service.

TERRITORY:

Lubbock, Texas

RATE:

Service Availability Charge:	$264.38 per month per meter
Energy Charge:	$0.00048 per kWh
Demand Charge:	$4.38863 per kW

DEMAND:

Lubbock Power and Light will furnish at its expense the necessary metering equipment to measure the customer's kW demand for the 30-minute period of greatest use during the month. In the absence of a demand meter, the customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 69.71 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by 80 hours.

LOSS ADJUSTMENT:

When metering is installed on the secondary (customer's) side of any voltage transformation made at less than available primary voltage at the point of service, the meter readings for billing purposes shall be increased to include all transformation losses.

PURCHASED POWER COST RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current Lubbock Power and Light "Purchased Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.

POWER FACTOR: Applicable to customers on this rate schedule with a peak demand of 200 kW or greater. At all times, Customer will maintain at Lubbock Power & Light's point of delivery, a power factor of not less than 85% lagging. Where Customer fails to maintain a power factor of at least 85% lagging at LP&L's point of delivery,, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on Lubbock Power & Light's system.

Effective October 1, 2015, LP&L may disconnect Customer's service, following proper notice, if Customer fails to maintain a power factor of at least 85% lagging. In cases where service is provided and the customer fails to maintain a power factor of at least 85% lagging, actual KVA shall be used as the billing demand.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase or three-phase at Lubbock Power & Light's available primary voltage.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all electric meters read by LP&L on or after October 1, 2014

STATE UNIVERSITY GENERAL SERVICE

Rate 16U

APPLICABLE:

To all State of Texas universities using more than 100,000,000 kWh per year where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared service.

TERRITORY: Lubbock, Texas

RATE:

Service Availability Charge:	$0.00 per month per meter
Demand Charge:	$0.00
Energy Charge:	$0.014000 per kWh

WHOLESALE POWER CHARGE:

The charge per kilowatt-hour of the above rate shall be increased by an amount equal to LP&L's average cost of Wholesale Power for the month immediately preceding the current billing month for the customer as delivered to all LP&L customers including assumed system losses of 2%. The Wholesale Power Charge shall be calculated monthly by dividing (i) the amount of the Total Bill for Wholesale Power for the month immediately preceding the current billing month for the customer including any prior month adjustments by (ii) the kWh delivered to all LP&L customers in the month immediately preceding the current billing month for the customer. The kWh delivered to all LP&L customers shall be calculated by reducing by 2% the kWh delivered to LP&L's delivery points by SPS as shown on the Wholesale Power bill of the month immediately preceding the current billing month for the customer. This reduction is an adjustment to account for line losses occurring between LP&L's point(s) of interconnection with SPS and the delivery points of the customer.

TERMS OF PAYMENT:	Payment due 30 days after bill date or as otherwise required by state law. If the 30th day falls on a weekend or an official City of Lubbock recognized holiday, the due date will be extended until the next business day. A late charge of 1% or as authorized by state law, whichever is greater, will be added to all bills not paid by the due date.
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase or three-phase at Lubbock Power & Light's available secondary voltage.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all electric meters read by LP&L on or after October 1, 2014

LARGE MUNICIPAL

Rate 17

APPLICABLE:

To all municipal facilities supplied at secondary voltage for municipal purposes when all service is supplied at one point of delivery and measured through one meter, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served and whose load exceeds 10 kW of demand in any month. Meters on this rate with loads that drop to 10 kW of demand or below will be eligible to be reassigned to Rate 21 (Small Municipal and School Service) only after 12 consecutive months where loads have not exceeded 10 kW of demand.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared service, or to service for which a specific rate schedule is provided.

TERRITORY:

Lubbock, Texas

RATE:

Service Availability Charge:	$42.30 per month per meter
Energy Charge:	$0.00057 per kWh
Demand Charge:	$4.46265 per kW

DEMAND:

Lubbock Power and Light will furnish at its expense the necessary metering equipment to measure the customer's kW demand for the 30-minute period of greatest use during the month. In the absence of a demand meter, Customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 41.30 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by 80 hours.

PURCHASED POWER COST RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current Lubbock Power and Light "Purchased Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.

POWER FACTOR: Applicable to customers on this rate schedule with a peak demand of 200 kW or greater. At all times, Customer will maintain at Lubbock Power & Light's point of delivery, a power factor of not less than 85% lagging. Where Customer fails to maintain a power factor of at least 85% lagging at LP&L's point of delivery,, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on Lubbock Power & Light's system.

Effective October 1, 2015, LP&L may disconnect Customer's service, following proper notice, if Customer fails to maintain a power factor of at least 85% lagging. In cases where service is provided and the customer fails to maintain a power factor of at least 85% lagging, actual KVA shall be used as the billing demand.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all electric meters read by LP&L on or after October 1, 2014

STREET LIGHTING SERVICE

Rate 18

APPLICABLE:	To municipal and State of Texas facilities for street lighting service where facilities of adequate capacity and suitable voltage are adjacent to the point of service.	
TERRITORY:	Lubbock, Texas	
RATE:	Service Availability Charge:	$0.00 per month per meter
	Energy Charge:	$0.04071 per kWh
DETERMINATION OF ENERGY USE:	Energy use will be determined by applying the total rated wattage of each fixture, including the ballast, to the number of hours of operation in each month. Street light burning time will be from one-half after sunset to one-half hour before sunrise using National Weather Service official sunrise & sunset times for Lubbock, Texas.	
PURCHASED POWER COST RECOVERY FACTOR:	The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current Lubbock Power and Light "Purchased Power Cost Recovery Factor".	
FRANCHISE FEE EQUIVALENT:	The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.	
TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.	
TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.	

CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase at available standard voltage at the point of service.
CONDITIONS OF SERVICE:	Customer will install, own, operate and maintain the street lighting system.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	October 1, 2014

GENERAL RELIGIOUS SERVICE

Rate 19

APPLICABLE: To service provided exclusively to the primary structure used for worship services of any church or religious association. This rate is not available for any other structure owned and operated by a church or religious association that is not primarily used for worship services. This rate is not applicable to temporary breakdown, standby, supplementary, or to service for which a specific rate schedule is provided.

TERRITORY: Lubbock, Texas

RATE:

Service Availability Charge:	$14.28 per month per meter
Energy Charge:	$0.01573 per kWh

PURCHASED POWER COST RECOVERY FACTOR: The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current Lubbock Power and Light "Purchased Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all electric meters read by LP&L on or after October 1, 2014

SMALL MUNICIPAL & SCHOOL SERVICE

Rate 21

APPLICABLE: To municipal facilities and public and private schools for electric service supplied at secondary voltage for municipal and school purposes when all service is supplied at one point of delivery and measured through one meter, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served, and whose load does not exceed 10 kW of demand in any month. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate. Meters in which the load exceeds 10 kW of demand in any month will be assigned to either Rate 15 (Large School Service) or Rate 17 (Large Municipal Service) as applicable and will not be eligible to be reassigned to Rate 21 until there have been 12 consecutive months where loads have not exceeded 10 kW of demand.

TERRITORY: Lubbock, Texas

RATE:

Service Availability Charge:	$11.05 per month per meter
Energy Charge:	$0.01396 per kWh

PURCHASED POWER COST RECOVERY FACTOR: The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current Lubbock Power and Light "Purchased Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.

TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all electric meters read by LP&L on or after October 1, 2014

GUARD LIGHT SERVICE

This rate is closed to new customers.

APPLICABLE:

For night outdoor guard lighting service where facilities of adequate capacity and suitable voltage are adjacent to the point of service. **This rate is closed to new customers and no new lights will be installed for existing customers**. Customers of a competing utility with existing guard light service will be allowed to transfer this service to LP&L but no new lights will be installed for transferring customers.

Mercury vapor lamps are no longer being manufactured or imported. Once the inventory of mercury vapor lamps is depleted, customers will be given the option of having the guard light removed or replaced with another type of light which may have a different rate.

TERRITORY:

Lubbock, Texas

RATE:

Each 150 Watt 15,000 lumen (nominal – actual rating may vary) high-pressure sodium fixture installed on an overhead bracket on a wood pole: $12.91 per month

Each 100 Watt 9,500 lumen (nominal – actual rating may vary) high-pressure sodium fixture installed on an overhead bracket on a wood pole: $8.77 per month

Each 150 Watt 7,000 lumen (nominal – actual rating may vary) mercury vapor fixture installed on an overhead bracket on a wood pole: $13.28 per month

Additional secondary line: For each additional 150 foot span of secondary line required beyond the first 150 feet: $2.81 per month.

DETERMINATION OF ENERGY USE:

15,000 lumen HPS fixture uses 56 kWh per month.
9,500 lumen HPS fixture uses 38 kWh per month.
7,000 lumen MV fixture uses 67 kWh per month.

PURCHASED POWER COST RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current Lubbock Power and Light “Purchased Power Cost Recovery Factor”.

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase at available standard voltage at the point of service.

CONDITIONS OF SERVICE: Lubbock Power & Light will own, operate, and maintain on Customer's premises the requested number of lights. Lights will be photo-electrically controlled and mounted on a metal bracket installed on Lubbock Power & Light's service poles, a separate 30 foot wood pole, or installed on any suitable mounting device belonging to Customer. Lights will not be installed on any mounting device, which in the opinion of Lubbock Power & Light, is unsafe or not suitable for the purpose. One span of secondary line not exceeding 150 feet in length may be furnished under the above rate with each pole. Service requiring more than one span of secondary line per pole will be furnished, provided Customer pays the listed rate for each additional span not exceeding 150 feet in length.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: October 1, 2014

FLOOD LIGHT SERVICE

This rate is closed to new customers.

APPLICABLE: For night outdoor flood light service where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served. **This rate is closed to new customers and no new lights will be installed for existing customers**. Customers of a competing utility with existing flood light service will be allowed to transfer this service to LP&L but no new lights will be installed for transferring customers.

TERRITORY: Lubbock, Texas

RATE: The charge per month shall be the sum of Rate sections A+B+C+D:

RATE A:
First Light Charge

Charge per light for the first light on each 30 foot wood pole with overhead service:

Lamp Wattage	Metal Halide	High Pressure Sodium
150	N/A	$19.04
175	$19.15	N/A
250	$20.53	$20.62
400	$21.36	$21.82
1,000	$32.68	$33.06

RATE B:
Additional Light Charge

Additional charge per month for each additional light per pole:

Lamp Wattage	Metal Halide	High Pressure Sodium
150	N/A	$7.37
175	$7.47	N/A
250	$8.52	$8.61
400	$9.23	$9.63
1,000	$19.29	$19.60

RATE C:
Additional Pole Charge

Additional charge per month per pole:

Pole Height	Overhead Wood Pole	Underground Wood Pole	Overhead Steel Pole	Underground Steel Pole
30’	$0.00	$3.20	$5.34	$8.56
35’	$1.58	$4.78	$6.92	$10.13
40’	$3.37	$6.59	$8.72	$11.93
45’	$4.77	$7.99	$10.12	$13.34
50’	$6.31	$9.53	N/A	N/A

RATE D:
Additional Service Span Charge

For each additional 150 foot span of secondary line required beyond the first 150 feet: $2.66 per month.

DETERMINATION OF ENERGY USE:

Lamp Wattage	Metal Halide Lumen	Metal Halide kWh	High Pressure Sodium Lumen	High Pressure Sodium kWh
150	N/A	N/A	16,000	56
175	14,000	62	N/A	N/A
250	20,500	97	27,500	97
400	36,000	136	50,000	159
1,000	110,000	359	140,000	350

PURCHASED POWER COST RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current Lubbock Power and Light “Purchased Power Cost Recovery Factor”.

FRANCHISE FEE EQUIVALENT:

The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.

TAX:

Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase. 120 or 240 volts.

CONDITIONS OF SERVICE: Lubbock Power & Light will own, operate, and maintain on Customer's premises the required number of overhead flood lights. Lights will be photo-electrically controlled and mounted on LP&L poles of the type and size selected by Customer and available under the rate. One span of secondary line not exceeding 150 feet in length may be furnished under the above rate with each pole. Service requiring more than one span of secondary line per pole will be furnished, provided Customer pays the listed rate for each additional span not exceeding 150 feet in length.

LP&L will not construct, own, or maintain underground lines on Customer's premises for flood light service. Construction for underground lines will be per the specifications of LP&L and will be arranged and paid for by Customer. Customer is responsible for any trenching and backfilling necessary for construction.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: October 1, 2014

MISCELLANEOUS SERVICE CHARGES

APPLICABLE:	The service charges listed below are applicable to all customers served by Lubbock Power & Light and are in addition to any other charges made under Lubbock Power & Light's tariff for electric service.
TERRITORY:	Lubbock, Texas
RETURNED CHECK CHARGE:	$30 as of 05/21/2007 but may be changed up to the maximum allowed by applicable law without further action by the City Council of the City of Lubbock. This charge is made when Customer's check has been dishonored and returned to Lubbock Power & Light.
SERVICE INITIATION FEE:	$55.00 during business hours. $87.00 after business hours. $115.00 when cut at the pole during business hours. $150.00 when cut at the pole after business hours. This charge is made when Customer requests reconnection of electric service after having been disconnected because of a delinquent account.
RESTORATION OF TAMPERED SERVICE CHARGE:	$200.00 each occurrence plus expense for damages plus recovery of lost sales that are based on historical data or average use for similarly situated customers. This charge is applied to any customer who has tampered with the meter installed on the customer's premises, or by any manner or means has prevented the total energy from being registered by the meter installed for such purposes.
METER TESTING CHARGE:	$50.00 if meter test is requested by Customer. No charge to Customer if meter test shows meter accuracy to be outside acceptable tolerances.

AGREED PAYMENT PLAN CHARGE:	$30.00 This charge is made when a customer requests and receives an agreed payment plan (payment arrangement) using the services of an LP&L Customer Service Representative. This charge will be waived for self-service agreed payment plans made via LP&L's automated phone system or online at www.LPandL.com.
DUPLICATE BILL CHARGE:	$5.00 for each duplicate bill. This charge is made when a customer requests a copy of a previously received bill. Copies of bills (12 month history) can be obtained free of charge at www.LPandL.com.
MISCELLANEOUS CHARGES:	At cost. This charge may be made for miscellaneous and non-routine services performed at the request of Customer but not covered specifically by any rate or fee. The charges will be the reasonable costs incurred for performing such services including but not limited to labor, materials, transportation, miscellaneous expenses and all applicable overheads for the service provided.
PULSE METERING EQUIPMENT INSTALLATION AND REPLACEMENT CHARGE:	At cost. These charges may be made when Customer requests access to pulses from the revenue meter. The charges will be the reasonable costs incurred for providing such service including but not limited to labor, materials, transportation, miscellaneous expenses and all applicable overheads for the service provided.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.
EFFECTIVE DATE:	October 1, 2014

PURCHASED POWER COST RECOVERY FACTOR:

The Purchased Power Cost Recovery Factor (PPRF), provides for the recovery of all purchased power costs incurred by LP&L in serving system demand and energy requirements. The PPRF shall be adjusted a minimum of two times per year, once during the non-summer season of October through May and once during the summer season of June through September. The PPRF will have a demand (PPRF-D) and energy (PPRF-E) component or rate. The PPRF rates shall be established with the intention of matching PPRF revenues with actual purchased power costs over the course of a fiscal year, giving consideration to seasonal fluctuations in load and in purchased power prices. The PPRF may be adjusted more frequently if any over or under recovery exceeds the maximum variance as defined below.

For a particular customer class, the PPRF-E shall be adjusted by the following voltage level factors:
Primary Voltage: 1.0409
Secondary Voltage: 1.06340

On a monthly basis, LP&L shall track actual revenues collected from the PPRF and compare these revenues to actual total purchased power costs incurred. The cumulative balance representing the difference between total PPRF revenues collected less total purchased power costs incurred over the period shall be reported to the LPL&L Board on a monthly basis.

A PPRF balancing account will be established with a cap equal to five percent of total annual budgeted or forecasted purchased power costs to manage the monthly over/under collection of, or differences in, the monthly PPRF revenues and monthly purchased power costs. If at any time, the reported cumulative balance of the difference between total PPRF revenues collected and purchased power costs is greater than the PPRF balancing account cap, an adjustment may be made to the PPRF rates with the intention of refunding the over recovery amount. In addition, if at any time the reported cumulative balance of the difference between total PPRF revenues collected and purchased power costs is approaching or less than zero, an adjustment may be made to the PPRF rates with the intention of replenishing the PPRF stabilization fund.

All adjustments to the PPRF shall be approved by the LP&L Board.