

City of Lubbock, Texas
Regular City Council Meeting
Thursday, July 23, 2015

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



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

<http://www.mylubbock.us>

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

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

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

1:30 p.m. -- City Council convenes in work session to consider items 1.-1.2. At the completion of the work session, City Council recesses into executive session to consider items 2.-2.3.

5:15 p.m. -- City Council reconvenes in open session to consider items 3.-7.10.

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 item. Action may be taken on a Work Session item if the item indicates to the public the action to be taken.**
 1. 1. Presentation and discussion by the Executive Director of the North and East Lubbock Community Development Corporation (NELCDC) regarding the Corporation's current goals, objectives and programming.
 1. 2. Presentation and discussion by the Perkins+Will architectural firm on the design process and the renovation of Citizen's Tower (formerly known as the Omni Building), the current City Hall Building and other city facilities.
2. **Executive Session**
 2. 1. Hold an executive session in accordance with Texas Government Code, Section 551.071, with legal counsel for advice about pending or contemplated litigation or settlement agreement and on matters in which the duty of the attorney under the Texas Disciplinary Rules of Professional Conduct conflicts with Chapter 551.
 2. 1. 1. Docket No. 2015-0599-MWD; Enforcement Case No. 50409 with the Texas Commission on Environmental Quality.
 2. 1. 2. Cause No. 2014-511660-City of Lubbock vs. Amanda Kushwaha d/b/a Villa Town.
 2. 1. 3. Purchase Power Agreement
 2. 1. 4. Lubbock Police Department probationary officer selection procedure and practice.

- 2. 1. 5. Discuss Chapter 1, Article IX, Section 20 of the Lubbock City Charter and Chapter 143 of the Texas Local Government Code.
- 2. 2. Hold an executive session in accordance with the Texas Government Code, Section 551.074, to discuss personnel matters.
 - 2. 2. 1. City Attorney
 - 2. 2. 2. City Manager
 - 2. 2. 3. City Secretary
 - 2. 2. 4. Discuss the duties and actions of the City Manager in connection with the oversight and administration of the affairs of the Lubbock Police Department.
- 2. 3. Hold an executive session in accordance with Texas Government Code, Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Building Board of Appeals, Canadian River Municipal Water Authority, and Planning and Zoning Commission.

3. **Proclamations and Presentations**

- 3. 1. Invocation by Pastor Adam Pardue, Highland Baptist Church
- 3. 2. Pledges of Allegiance

- 3. 3. **Board Recognitions:**
Citizens Traffic Commission:
Lynne Duncan

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

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

[Public Comments Sign-Up Form](#)

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

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

See the Supplemental Citizen Comment Agenda.

5. **Minutes**

- 5. 1. June 25, 2015 Regular City Council Meeting

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.**

6. 1. **Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2015-O0070 Amendment 27 amending the FY 2014-15 budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of State Health Services for the Public Health Emergency Preparedness Grant; and the Texas Department of Housing and Community Affairs for the Comprehensive Energy Assistance Program Grant; providing for filing; and providing for a savings clause.

6. 1. 1. **Resolution - Health:** Consider a resolution authorizing and directing the Mayor to execute for and on behalf of the City of Lubbock the Public Health Emergency Preparedness Cooperative Contract 2016-001284-00 and any associated documents with the State of Texas acting by and through its Department of State Health Services (DSHS).

6. 1. 2. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute and approve contract 12441 and all related documents between the City of Lubbock and Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant to provide assistance to reduce poverty, revitalize low-income communities, and empower low-income families and individuals to become self-sufficient.

6. 2. **Budget Amendment Ordinance 1st Reading - Finance:** Consider Budget Ordinance Amendment 28 amending the FY 2014-15 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of Public Safety for the Emergency Management Preparedness Grant; respecting the General Fund by decreasing the Transfer to the Grant Fund; providing for filing; and providing for a savings clause.

6. 3. **Ordinance Amendment 1st Reading - Public Works Traffic Engineering:** Consider an ordinance amending Section 20.05.102 of the Code of Ordinances of the City of Lubbock, with regard to the establishment of speed limits.

6. 4. **Resolution – Public Works Engineering:** Consider a resolution authorizing the Mayor to execute Change Order 2 to Contract 11709 with Utility Contractors of America, Inc., for South Lubbock Sanitary Sewer Extension Phase 1/B Capital Improvements Project.

6. 5. **Resolution - Water Utilities:** Consider a resolution authorizing the City Council to reject all bids received for ITB 15-12336-PD for the purchase of a pump and motor associated with Pump Station 9.

6. 6. **Resolution - Water Utilities:** Consider a resolution authorizing the City Council to reject all bids received for ITB 15-12335-PD for two medium voltage motor controllers.

6. 7. **Resolution - Right-of-Way:** Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock an easement from Shiela Hall, regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, easement being out of Section 13, Block JS, Lubbock County, Texas.

6. 8. **Resolution - Right-of-Way:** Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock an easement from Joseph Howell and wife, Donna Howell, regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, easement being out of Section 14, Block A, Lubbock County, Texas.

6. 9. **Resolution - Facilities:** Consider two resolutions authorizing the Mayor to execute purchase orders 22300051 and 22300052 with Officewise Furniture and Supply of Lubbock, Texas for office furniture and systems for the Streets/Water Administration Departments renovated facility.
6. 10. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute and approve contract 12434 and all related documents between the City of Lubbock and Lutheran Social Services of the South for the Comprehensive Energy Assistance Program to provide assistance to reduce poverty, revitalize low-income communities, and empower low-income families and individuals to become self-sufficient.
7. **Regular Agenda**
 7. 1. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3003-F, a request of Hugo Reed and Associates, Inc., for Bunt Holdings, LLC, for a zoning change from GO and A-1 to GO on 0.3 acres of unplatted land out of Block AK, Section 21, south of 98th Street and west of Justice Avenue, and consider an ordinance.
 7. 2. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 2173-I a request of Robert Campbell, for BH Estate, LLC, for a zoning change from C-3 to C-4 on Tract C1 A1, Whisperwood Addition, 5402 4th Street, and consider an ordinance.
 7. 3. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 1657-C, a request of David Wood, for The Que Lubbock, for a zoning change from C-3 to CB-3 Specific Use for a mixed use building, apartments and commercial, with reduced parking on Lots 8 through 12 and the east 21.92 feet lot 13, of Block 8, McCrummen 2nd Addition, 2101 Avenue Q, and consider an ordinance.
 7. 4. **Ordinance 2nd Reading - Planning:** Consider Ordinance 2015-O0071 for a petitioned annexation from Trantham and Rich, LLC, CNS Realty, L.C., and Gary Bell to annex a parcel approximately 157.57 acres adjacent to the city limits south of 130th Street (FM 1585) east of University Avenue.
 7. 5. **Ordinance 2nd Reading - Planning:** Consider Ordinance 2015-O0072 for annexation of approximately 223 acres adjacent to the city limits north of East FM 1294 and east of Interstate 27, lying in Sections 37 and 38, Block D, L.&S.V.RR Survey and Section 36 Block A, Lubbock County.
 7. 6. **Resolution - Parks and Recreation:** Consider a resolution authorizing the City Manager, or his designee, to negotiate with Golf Hub of Lubbock for a license agreement to construct, maintain and operate a golf driving range and practice facility with concessions in McAlister Park.
 7. 7. **Resolution - City Manager:** Consider a resolution approving and confirming the appointment of Jerry Brewer as Interim Police Chief of the City of Lubbock, said appointment having been made by the City Manager on June 26, 2015.
 7. 8. **Board Appointments - City Secretary:** Consider six appointments to the Building Board of Appeals, one appointment to the Canadian River Municipal Water Authority, four appointments to the Civic Lubbock, Inc. Board of Directors, five appointments to the Lubbock Water Advisory Commission, and one appointment to the Planning and Zoning Commission.
 7. 9. **Board Appointments - City Secretary:** Consider nine appointments to the City of Lubbock Oil and Gas Advisory Review Committee (ARC).

7. 10. **Board Appointments - City Secretary:** Consider naming the Chairperson of the Oil and Gas Advisory Review Committee.



Applicants No Preference

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
01/27/2011	Aguero	Olga	Female	Hispanic or Latino				1
11/03/2014	Alderson	David	Male	Anglo	50-59	Auto Dealer	Alderson Enterprises, LP	5
09/09/2014	Arnett	Claire	Female	Anglo	50-59	Education	Covenant School of Nursing	4
06/18/2010	Ashley	Kyle	Male	Anglo	40-49	CEO	Alliance Federal Credit Union	4
01/27/2011	Bass	Byrn	Male	Anglo				6
10/28/2010	Beck	Jim	Male	Anglo	50-59	Professor of Mission	Lubbock Christian University	6
01/14/2015	Been	Mattie	Female	Anglo	18-29	Director of Development	Texas Tech University Health Sciences Center	4
07/01/2003	Bennett	James	Male	Anglo	50-59		Economic Development	4
11/02/2010	Bentley	Donnie	Male	Anglo	60+	Owner	Don Bentley Roofing Co.	3
02/02/2010	Berry	Timothy	Male	Anglo	40-49	Paramedic	UMC Lubbock EMS	5
03/24/2010	Berryhill	Korbi	Female	Anglo		RN Instructor	South Plains College, Reese	5
11/01/2010	Beversdorf	Cynthia	Female	Anglo	40-49			5
10/27/2010	Beversdorf	Fredrick	Male	Anglo	50-59	Senior Training Instructor	Atmos Energy	5
10/28/2010	Billings	Toby	Male	Anglo	30-39	Custodial Staff	Broadway Church of Christ	1
10/28/2010	Bosscher	Karen	Female	Anglo	50-59	Business Manager	Hemmo A. Bosscher, MD.	4
10/26/2010	Bryant	Gary	Male	African-American	40-49	House Manager	Lubbock Faith Center	2
02/06/2014	Carlson	Paul	Male	Anglo				7
10/28/2010	Clayton	Letitia	Female	Anglo	40-49	Orthopedic Tech	Dr. Kenneth Stephenson	5
07/06/2009	Coppola	Martin	Male	Anglo	40-49	Associate Professor & Program Director	Texas Tech HSC	5
10/25/2010	Craig	Karl	Male	Anglo	60+			5
07/22/2004	Craig	Mickey	Male	Anglo	60+		Retired	2
11/15/2010	Dingle	Darnell	Female	Anglo	60+			5
09/06/2006	Dirks	James	Male	Anglo	60+	Architect	Cox/Dirks Architects P.C.	5
01/14/2010	Dulin	Jim	Male	Anglo	60+	Judge	Lubbock County	4
01/15/2015	Dumas	Seanloui	Male	African-American	18-29	CEO	Unite Clothing	7
02/15/2010	Eggenberger	Florence	Female	Anglo	60+			6
11/29/2010	Elliott	John	Male	Anglo	60+	Banking	Southwest Bank	4
01/14/2010	Epps	Mike	Male	Anglo	50-59	CFO	American State Bank	5
11/02/2010	Finley	Kathleen	Female	Anglo	40-49	Captain	Lubbock Co. Sheriff's Office	4
10/27/2010	Ford	Laura	Female	Hispanic or Latino	30-39	Clinic Manager	Lubbock Regional MHMR	1
12/01/2010	Gerlach	Mary	Female	Anglo	40-49			3
10/29/2010	Gifford	Gretchen	Female	Anglo	18-29	Legal Secretary	Buerner, Dennis, & Franklin	4
11/08/2010	Green	Velda	Female	Anglo	50-59	Non-Profit Relations		5
04/19/2010	Griswold	Mary	Female	Anglo	50-59	Activities/Education Director	Redr Frame & Art	4
01/15/2015	Guetersloh	Mary	Female	Anglo	60+		Self-Employed	7
03/05/2008	Hamer	Darla	Female	Anglo	40-49	Banker	Peoples Bank	6

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
01/27/2011	Hamilton	Charlie	Male	Anglo				4
09/11/2014	Harvey	Larry	Male	Anglo	50-59	Architect	Chapman Harvey Architects, Inc	4
08/23/2005	Harvill	Natalie	Female	Anglo	30-39	Structural Engineer	Parkhill, Smith & Cooper	5
01/14/2010	Henry	Alan	Male	Anglo	60+	Insurance Agent	Alan Henry Insurance	3
06/10/2009	Henson	Matthew	Male	Anglo	30-39	Self Employed	Matt Henson Inc.	5
11/11/2010	Herrera	Gilbert	Male	Hispanic or Latino	60+	Evangelist	Gilbert Herrera Evangelistic Association	4
11/15/2010	Jackson	Emma	Female	African-American	60+			2
02/22/2010	Jackson	Winnie	Male	Anglo	60+	Retired Minister		4
11/01/2010	Kinserlow	Ray	Male	Anglo	60+			4
09/09/2014	Laverty	Peter	Male	Anglo	60+	Dept. Director UMC	UniversityMedical Center	1
12/08/2010	Madison	Harvey	Male	Anglo	60+	Photography	Madison Photography	4
08/22/2013	McCarty	Charlotte	Female	African-American	40-49	Self employed	Lil' Precious	6
10/27/2011	McDonald	Carroll	Male	Anglo	60+			1
10/27/2011	McDougal	Marc	Male	Anglo	40-49		McDougal Companies	4
12/24/2014	McDougal	Michael	Male	Anglo	40-49	CEO	McDougal Capital	3
11/09/2010	Mitchell	Walter	Male	Anglo	30-39	Pastor	Westminister Presbyterian Church	4
11/30/2010	Morton	Philip	Male	Anglo	30-39	Associate Director	Texas Tech	5
10/27/2011	Musselman	Robert	Male	Anglo				6
01/10/2002	Noble	Brent	Male	Anglo			Service Title	4
01/15/2015	Osborne	John	Male	Anglo	40-49	President & CEO	LEDA / MLI	7
11/05/2010	Perry	Wilson	Male	African-American	50-59		City of Lubbock	1
11/01/2010	Pickett	Benjamin	Male	Anglo	40-49	Associate Minister	Monterey Church of Christ	4
09/09/2014	Pierce	Tim	Male	Anglo	50-59	Executive Director	South Plains A	5
12/01/2006	Podrebartz	Keith	Male	Anglo	30-39	Counselor	Texas Tech University	1
05/23/2013	Porter	Karen	Female	Anglo	40-49			2
	Putteet	Janis	Female	Anglo		Vice President	United Way - Lubbock	
08/01/2003	Rangel	Andrea	Female	Hispanic or Latino	40-49		South Plains College	5
11/01/2010	Read	Alan	Male	Anglo	60+	Agent	AFLAC	5
09/09/2014	Riley	Nolan	Male	American Indian	30-39	Optometrist / Business Owner	8067931927	7
	Rios	Roy	Male	Hispanic or Latino			Women's Protective Services	2
04/29/2008	Schmedes	Gregg	Male	Anglo		Medical Student	Texas Tech	6
05/27/2010	Smith	David	Male	Anglo	30-39	Construction Director	Lee Lewis Construction	5
06/28/2012	Spitzer	Michelle	Female	Anglo	50-59	CFO	Sunwest Construction Inc.	4
04/01/2008	Stephens	Sherry	Female	Anglo	30-39	Administrative Assistant	High Plains Water District	5
05/17/2012	Stephenson	Pat	Male	Anglo	50-59	Service Manager	Bruce Thornton Air Conditioning	4
01/27/2011	Stevens	Mike	Male	Anglo				5
11/01/2010	Swoboda	Tami	Female	Anglo	40-49	Grants & Communications	Lubbock Area Foundation	3

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
08/08/2013	Walz	Donna	Female	Anglo				5
12/01/2006	Walz	John	Male	Anglo	60+	Attorney	Retired	5
09/09/2014	Wierzba	Susan	Female	Anglo	40-49	Partner/ Director	Commodity Export Corporation	5
10/06/2006	Wilkerson	David	Male	Anglo	40-49	Real Estate Developer	Wilkerson Properties	5
08/14/2014	Wilkes	Morris	Male	Anglo				6
12/02/2010	Williams	Shirley	Female	African-American	60+	Career Consultant	Workforce Solutions	2
02/24/2010	Woodward	Tracey	Female	Anglo	50-59	Registered Nurse	Covenant School of Nursing	4
11/20/2007	York	Martha	Female	Anglo		Real Estate Broker	The Real Estate Company	5
	Young	Andy	Male	Anglo				5

BUILDING BOARD OF APPEALS

<u>ETHNICITY</u>	<u>Lubbock Population</u>	<u>Lubbock Adult Population</u>	<u>All City Boards</u>	<u>This Board</u>
Anglo	55.0%	61.0%	78.6%	100.0% (13)
Hispanic	32.6%	27.6%	9.8%	0.0% (0)
African-American	8.7%	7.4%	8.3%	0.0% (0)
Other	3.7%	4.0%	3.3%	0.0% (0)

GENDER

Male	48.5%	47.0%	72.6%	92.3% (12)
Female	51.5%	53.0%	27.4%	7.7% (1)

GEOGRAPHIC DISTRIBUTION

District 1	16.1%	17.3%	8.3%	7.7% (1)
District 2	16.4%	15.2%	4.8%	7.7% (1)
District 3	16.3%	16.6%	12.5%	15.4% (2)
District 4	17.0%	16.7%	19.6%	15.4% (2)
District 5	16.7%	17.8%	34.0%	30.8% (4)
District 6	17.3%	16.4%	18.2%	15.4% (2)
Other/Unknown	0.0%	0.0%	2.6%	7.7% (1)

PURPOSE:

Permanent board to hear appeals regarding the suitability of alternate materials and methods of construction and provide for reasonable interpretation of the Building Code.

REQUIREMENTS: The membership of the board of appeals will include one or more representatives from the following named areas of expertise: member of the Lubbock Home Builders Association, active architect, active structural engineer, active commercial contractor, active realtor, active master plumber, active journeyman plumber, active mechanical contractor with Class A license, and or 3 at-large Lubbock citizens.

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Requirement</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Doyle, Casey (M,A,4)	Citizen	N/A	N/A	Resigned/Replace
Ellis, Ken (M,A,4)	Master Plumber	100%	Y	Reappoint
Fry, Stanley (M,A,1)	Master Electrician	67% ¹	Y	Reappoint/Replace
Miller, David (M,A,5)	Comm. Contractor	67% ²	Y	Reappoint/Replace
Presson, Paul (M,A,5)	Architect	100%	Y	Reappoint
Rushing, Joe (M,A,3)	Citizen	33% ³	Y	Reappoint/Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Casey Doyle:

Dale Parsley (M,A,5) American Roofing

¹ The Board met three times in the past 12 months. Mr. Fry attended 2/3 meetings.

² The Board met three times in the past 12 months. Mr. Miller attended 2/3 meetings.

³ The Board met three times in the past 12 months. Mr. Rushing attended 1/3 meetings.

BUILDING BOARD OF APPEALS – CONTINUED:

To reappoint Ken Ellis, Stanley Fry, David Miller, Paul Presson, and Joe Rushing

City of Lubbock
Board and Commission Recruiting Database

Updated: 6/24/2015

Building Board of Appeals

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
First Preference								
06/23/2015	parsley	dale	M	A	50-59	contractor	american roofing	5
Second Preference								
11/01/2005	Campbell	Jesse	M	A	40-49	Account Executive Service Sales	Johnson Controls, Inc	4
02/06/2006	Howard	Dennis	M	A	50-59		Retired	4
01/22/2015	Patton	Glenn	M	A	50-59			3
Third Preference								
06/09/2009	Clark	Timothy	M	A	40-49	CADD Tech	Parkhill, Smith & Cooper	3
Fourth Preference								
Fifth Preference								
Sixth Preference								

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Member Realtor Alexander Ms. Lisa	Y	4920 92nd Street Lubbock, TX 79424	Lisa Alexander Realtors 5106-B Slide Road Lubbock, TX 79414	<i>Curr:</i> 08/01/2014-08/01/2016 <i>2nd:</i> 09/27/2012-08/01/2014 <i>Ist:</i>	N
<i>Email:</i> lisa@nts-online.net	N	8067898676	8067715472 lisa@nts-online.net	<i>Fax:</i> 8067938451	
Member Citizen Bounds Mr. Jack	N	5410 Avenue T Lubbock, TX 79412	Jack Bounds Investments 5410 Ave T Lubbock, TX 79412	<i>Curr:</i> 08/01/2014-08/01/2016 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> jacksueb@suddenlink.net	N	8067442851	8067818368 jacksueb@suddenlink.net	<i>Fax:</i>	
Member Citizen Doyle Mr. Casey	N	3202 77th Lubbock, TX 79423	Casey Carpet One 6000 Spur 327 St. 200 Lubbock, TX 79424	<i>Curr:</i> 08/01/2014-08/01/2016 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> casey@caseycarpet.com	N	8062065174	8067955900 casey@caseycarpet.com	<i>Fax:</i>	
Member Master Plumber Ellis Mr. Ken	N	7705 Knoxville Dr. Lubbock, TX 79423	Dale Boles Plumbing and Heating 7103 Santa Fe Drive Lubbock, TX 79407	<i>Curr:</i> 08/01/2013-08/01/2015 <i>2nd:</i> 08/01/2011-08/01/2013 <i>Ist:</i>	Y
<i>Email:</i>	N	0000000000	8067955528	<i>Fax:</i>	
	N	8065481779			
Member Citizen Fagin Mr. Scott	Y	6603 1st Street Lubbock, TX 79416	First United Bank 5802 4th Street Lubbock, TX 79416	<i>Curr:</i> 08/01/2014-08/01/2016 <i>2nd:</i> 08/01/2012-08/01/2014 <i>Ist:</i>	N
<i>Email:</i> sfagin@firstunited.net	N	(806) 785-1778	(806) 797-6500	<i>Fax:</i> (806) 799-2915	
	Y	(806) 438-5719	sfagin@firstunited.net		
Member Master Electrician Fry Mr. Stanley	N	2626 Loyola Lubbock, Texas 79415	Electrifiers, Inc. P.O. Box 752 Lubbock, Texas 79408	<i>Curr:</i> 12/18/2014-08/01/2015 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> s.fry@electrifiers.net	N	(806) 749-4556	(806) 749-4556	<i>Fax:</i> (806) 749-4556	
	N	(806) 789-6666	s.fry@electrifiers.net		
Member Citizen Hudgens Mr. Dickie	N	7914 Avenue X Lubbock, TX 79423		<i>Curr:</i> 08/01/2014-08/01/2016 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> a1drh2001@yahoo.com	N	8067454860		<i>Fax:</i>	
Member Mechanical Contractor Jones Mr. Roy	N	341 US Hwy 87 Lubbock, Texas 79423	ARmstrong Mechanical 710 East 40th Street Lubbock, Texas 79404	<i>Curr:</i> 08/01/2014-08/06/2016 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> rjones@armstrongservices.com	N	(806) 924-7737	(806) 747-4218	<i>Fax:</i> (806) 763-4328	
	N	(806) 790-4160	rjones@armstrongservices.com		
Member Structural Engineer Landusky Mr. Lance	N	6201 8th Street Lubbock, TX 79416	8067457707 2574 74th Street, Suite 201 Lubbock, TX 79423	<i>Curr:</i> 08/01/2014-08/01/2016 <i>2nd:</i> 09/27/2012-08/01/2014 <i>Ist:</i>	N

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
<i>Email:</i> llandusky@mwm-ae.com	N	8064453802	(806) 745-7707 llandusky@mwm-ae.com	<i>Fax:</i> (806) 745-7620	
Member Commercial Contractor Miller Mr. David	Y	8505 Trenton Avenue Lubbock, TX 79424	McDougal Construction 5001 W. Loop 289 Lubbock, TX 79414	<i>Curr:</i> 08/01/2013-08/01/2015 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> david.miller@mcdougal.com	N	8062395914	8067973162	<i>Fax:</i> 8065774691	
Member Architect Presson Mr. Paul	N	8009 Englewood Lubbock, TX 79424	Independent Building Consultants 8009 Englewood Lubbock, TX 79424	<i>Curr:</i> 09/26/2013-08/01/2015 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> i.b.c.@att.net	N	8067943704	8064414360	<i>Fax:</i>	
	N	8064414360	i.b.c.@att.net		
Member Citizen Rushing Mr. Joe	Y	7612 Canton Lubbock, TX 79423	Water Heaters Unlimited, Inc 2407 1st Street Lubbock, TX 79415	<i>Curr:</i> 08/01/2013-08/01/2015 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> etward2@gmail.com	Y	8065482012	8067121904 waterheatersunlimited@yahoo.com	<i>Fax:</i> 8067650327	
Member Home Builder Wood Mr. Robert	N	8906 Kewanee Avenue Lubbock, TX 79424	Custom Homes by Robert Wood 8213 Alcove Avenue Lubbock, TX 79424	<i>Curr:</i> 08/01/2014-08/01/2016 <i>2nd:</i> 09/27/2012-08/01/2014 <i>Ist:</i>	N
<i>Email:</i> rwood@robertwoodhomes.com	N	8067730813	8067981911 rwood@robertwoodhomes.com	<i>Fax:</i> 8068664577	

CANADIAN RIVER MUNICIPAL WATER AUTHORITY

	<u>Lubbock</u>	<u>Lubbock</u>	<u>All</u>	<u>This</u>
	<u>Population</u>	<u>Adult</u>	<u>City</u>	<u>Board</u>
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	78.6%	100.0% (2)
Hispanic	32.6%	27.6%	9.8%	0.0% (0)
African-American	8.7%	7.4%	8.3%	0.0% (0)
Other	3.7%	4.0%	3.3%	0.0% (0)
<u>GENDER</u>				
Male	48.5%	47.0%	72.6%	100.0% (2)
Female	51.5%	53.0%	27.4%	0.0% (0)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	17.3%	8.3%	0.0% (0)
District 2	16.4%	15.2%	4.8%	0.0% (0)
District 3	16.3%	16.6%	12.5%	0.0% (0)
District 4	17.0%	16.7%	19.6%	100.0% (2)
District 5	16.7%	17.8%	34.0%	0.0% (0)
District 6	17.3%	16.4%	18.2%	0.0% (0)
Other/Unknown	0.0%	0.0%	2.6%	0.0% (0)

PURPOSE:

Each of the eleven member cities of the Canadian River Municipal Water Authority are entitled to appoint directors to serve on the Board of Directors of the Authority. Due to Lubbock’s population, it has two director positions on this board.

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Collins, James (M,A,4)	100%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To reappoint James Collins

**City of Lubbock
Board and Commission Recruiting Database**

Updated: 6/24/2015

Canadian River Municipal Water Authority

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
First Preference								
09/11/2009	Humphrey	William	M	A	30-39	Director of Environmental Services	Healthcare Services Group	3
09/09/2014	Jackson	Mike	M	A	40-49	Commercial Banker	Happy State Bank	5
06/02/2005	Key	Vicki	F	A	40-49		Retired City employee	1
01/18/2005	Maunder	Katherina	F	A	50-59		Homemaker	6
05/09/2012	Meredith	Kent	M	AI		Assistant Vice President	United Spirit Arena	5
06/11/2012	Wagner	Catherine	F	A	60+	Retired	Frenship ISD	5
03/10/2007	Wells	Ben	M	A	18-29	Banker	City Bank	5
Second Preference								
12/19/2004	Campbell	Bill	M	A	40-49	Owner/Manager	Valentine's Building Services	4
04/28/2015	Davis	Jason	M	A	30-39	Vice President - Bank Software	PlainsCapital Bank	4
02/01/2008	Kitten	Randy	M	A	40-49	Banker	City Bank	5
03/07/2011	Noonan	Bill	M	A	40-49	Architect	Parkhill, Smith, and Cooper	4
09/09/2014	Parr	Charles	M	A	50-59	Banker	American National Bank	2
01/21/2011	Ramirez	Christopher	M	H	18-29	Sales Supervisor	Suddenlink	3
03/05/2008	Sosebee	Rick	M	A	50-59	Fire Protection Contractor	Koetter Fire Protection	3
08/22/2006	Stephenson	Marion	M	A	40-49		Jake's Sports Bar	5
Third Preference								
08/28/2008	Clary	Sue	F	A	60+			5
10/01/2007	Ellis-Tanberg	Karen	F	A	60+		Retired teacher	3
02/06/2006	Hill	Russell	M	A	30-39	Web Designer	Lubbock AJ	3
01/01/2006	Jackson	Brooke	F	A	30-39	Banker / Commercial Lender	American Bank of Commerce	4
09/09/2014	Madison	Russell	M	A	30-39	V.P. of Business Development	Calvert Home Health Care, Ltd.	5
02/09/2010	Walker	William	M	A	18-29			3
06/15/2009	Weil	Kelley	F	A	30-39	Senior Vice President, Human Resources	Plains Capital Bank	5
Fourth Preference								

City of Lubbock
Board and Commission Recruiting Database

Updated: 6/24/2015

Canadian River Municipal Water Authority

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
06/20/2012	Duncan	Lynne	F	A	50-59	Community Relations	Wentz Orthodontics	4
02/17/2014	Edwards	Carries	F	A	18-29	Assistant Professor	TTUHSC School of Nursing	7
02/18/2013	Flores	Isaac	M	H	18-29	Section Coordinator	The Office of Community Engagement	6
06/01/2010	Owen	Burley	M	A	60+	Equipment Repair	Burley Owen	3
01/22/2015	Patton	Glenn	M	A	50-59			3
Fifth Preference								
11/25/2013	Wells	Craig	M	A	60+	Vp Business Development	Happy State Bank	4

Sixth Preference

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Member			Perdue, Brandon..	<i>Curr:</i> 07/31/2013-07/31/2015	Y
Member1	Y	#2 Tuscan Villa Circle	1204 Ave R, Ste 200	<i>2nd:</i> 07/31/2011-07/31/2013	
Collins		Lubbock, TX 79423	Lubbock, TX 79401	<i>Ist:</i> 07/31/2009-07/31/2011	
Mr. James					
<i>Email:</i> jcollins@pbfc.com	Y	8067893506	8067445091 <i>jcollins@pbfc.com</i>	<i>Fax:</i> 8067449953	
Member			Happy State Bank	<i>Curr:</i> 10/23/2014-07/31/2016	Y
Member1	Y	3916 100th Street	4402 19th Street	<i>2nd:</i>	
House		Lubbock, TX 79423	Lubbock, TX 79407	<i>Ist:</i>	
Mr. Jay					
<i>Email:</i> jaychouse@att.net	Y	8066986120	8067942265	<i>Fax:</i>	
	Y	8064706163	<i>jhouse@happybank.com</i>		

PLANNING AND ZONING COMMISSION

	<u>Lubbock</u>	<u>Lubbock</u>	<u>All</u>	<u>This</u>
	<u>Population</u>	<u>Adult</u>	<u>City</u>	<u>Board</u>
		<u>Population</u>	<u>Boards</u>	
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	78.6%	77.8% (7)
Hispanic	32.6%	27.6%	9.8%	22.2% (2)
African-American	8.7%	7.4%	8.3%	0.0% (0)
Other	3.7%	4.0%	3.3%	0.0% (0)
<u>GENDER</u>				
Male	48.5%	47.0%	72.6%	88.9% (8)
Female	51.5%	53.0%	27.4%	11.1% (1)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	17.3%	8.3%	11.1% (1)
District 2	16.4%	15.2%	4.8%	0.0% (0)
District 3	16.3%	16.6%	12.5%	11.1% (1)
District 4	17.0%	16.7%	19.6%	22.2% (2)
District 5	16.7%	17.8%	34.0%	55.6% (5)
District 6	17.3%	16.4%	18.2%	0.0% (0)
Other/Unknown	0.0%	0.0%	2.6%	0.0% (0)

PURPOSE:

Advisory board with Officer of the City status advises the City Council on zone changes and other matters that affect the growth and development of the community.

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Hicks, Michael (M,A,5)	N/A	N/A	Resigned/Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Michael Hicks:

Eddie Harris (M,AA,5) Broadway Church of Christ

**City of Lubbock
Board and Commission Recruiting Database**

Updated: 7/8/2015

Planning and Zoning Commission

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
First Preference								
12/11/2013	Harris	Eddie	M	AA	50-59	Alcohol/Drug Educator	Broadway Church of Christ	5
01/22/2015	Patton	Glenn	M	A	50-59			3
Second Preference								
01/25/2015	Delony	John	M	A	30-39	Administrator, Instructor	Texas Tech School of Law, TTU, LCU	
03/04/2014	Mendoza	Jesus	M	H	30-39	commercial lender	First Bank & Trust	6
04/28/2015	Quintanilla	David	M	H	40-49			4
06/10/2015	Williams	Thomas	M	A	30-39	EVP/CFO	Alliance Federal Credit Union	5
Third Preference								
Fourth Preference								
Fifth Preference								
09/29/2014	Cheatham	Scott	M	A	50-59	Account Executive	Control Technologies, Inc.	3
03/04/2015	Seybert	Miles	M	A	18-29	Banker	First United Bank	
03/21/2013	Smith	Peter	M	A	30-39	Banker	Happy State Bank	4
Sixth Preference								

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Member			Mullin Hoard & Brown	<i>Curr:</i> 11/01/2013-11/01/2015	Y
Citizen	Y	6110 98th Street	1500 Broadway, Suite 700	<i>2nd:</i> 08/23/2012-11/01/2013	
Hicks		Lubbock, TX 79424	Lubbock, TX 79401	<i>Ist:</i>	
Mr. Michael					
<i>Email:</i>	Y	8067974578	8067657491	<i>Fax:</i> 8067650553	
mike.hicks@mac.com	Y	8062390806	mhicks@mhba.com		
Member			Happy State Bank	<i>Curr:</i> 11/01/2013-11/01/2015	Y
Citizen	Y	9501 Viola Avenue	Lubbock, TX	<i>2nd:</i>	
Jackson		Lubbock, TX 79424		<i>Ist:</i>	
Mr. Mike					
<i>Email:</i>	Y	(806) 470-4599		<i>Fax:</i>	
njackson@happybank.com	Y	(806) 470-4599			
Member			Advanced Graphix	<i>Curr:</i> 11/01/2014-11/01/2016	Y
Citizen	Y	4005 95th St.	520 23rd St.	<i>2nd:</i>	
Massengale		Lubbock, Texas 79423	Lubbock, Texas 79404	<i>Ist:</i>	
Mr. Steve					
<i>Email:</i>	Y	(806) 438-3193	(806) 744-9998	<i>Fax:</i> (806) 744-2888	
stevem@advancedgraphix.net	N	(806) 438-3193	stevem@advancedgraphix.net		
Member			Ki Corp	<i>Curr:</i> 11/01/2013-11/01/2015	Y
Citizen	Y	2131 52nd St	1001 Main, Ste 401	<i>2nd:</i> 11/01/2011-11/01/2013	
Renteria		Lubbock, TX 79412	Lubbock, TX 79401	<i>Ist:</i>	
Mr. Tony					
<i>Email:</i>			8067679500	<i>Fax:</i> 8067671501	
	Y	8064703400			
Member			David Rogers Homes,	<i>Curr:</i> 11/01/2014-11/01/2016	Y
Citizen	Y	6205 109th Street	Texas Odyssey Homes,	<i>2nd:</i>	
Rogers		Lubbock, TX 79424	Penland R	<i>Ist:</i>	
Mr. James			7705 LaSalle Ave.		
			Lubbock, TX 79424		
<i>Email:</i>	Y	(806) 773-1290		<i>Fax:</i> (806) 748-0931	
davidjr@davidrogershomes.com			davidjr@davidrogershomes.com		
Member				<i>Curr:</i> 11/01/2013-11/01/2015	Y
Citizen	Y	3013 2nd Place		<i>2nd:</i>	
Trejo		Lubbock, TX 79415		<i>Ist:</i>	
Mrs. Maggie					
<i>Email:</i>	Y	8067623243		<i>Fax:</i>	
chr@suddenlinkmail.com					
Chair			Turner & Jordan, P.C.	<i>Curr:</i> 11/01/2013-11/01/2015	Y
Citizen	N	3806 64th Drive	2001 Broadway St.	<i>2nd:</i> 11/01/2011-11/01/2013	
Turner		Lubbock, TX 79413	Lubbock, TX 79401	<i>Ist:</i>	
Mr. Tommy					
<i>Email:</i>	N	8067962347	8067633661	<i>Fax:</i> 8067411396	
tturnerlaw@gmail.com			tturnerlaw@gmail.com		
Vice Chair			Dan Wilson Homes	<i>Curr:</i> 11/01/2014-11/01/2016	Y
Citizen	N	4602 103rd Street	6102 82nd #13	<i>2nd:</i> 11/01/2012-11/01/2014	
Wilson		Lubbock, TX 79424	Lubbock, TX 79424	<i>Ist:</i>	
Mr. Dan					
<i>Email:</i>	N	8063637454	8066986626	<i>Fax:</i> 8067989725	
dan@danwilsonhomes.com	N	8065480566			
Member			SouthWest Bank	<i>Curr:</i> 11/01/2014-11/01/2016	Y
Citizen	Y	6016 87th Street	10115 Quaker Ave	<i>2nd:</i> 07/23/2013-11/01/2014	
Wilson		Lubbock, TX 79424	Lubbock, TX 79464	<i>Ist:</i>	
Mr. Michael					

Confidential

Home

Business

*Reappt
Elig.*

<i>Email:</i>	N	8066981051	8067719494	<i>Fax:</i>
brad.wilson@southwbank.com	Y	8067896599	brad.wilson@southwbank.com	

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
June 25, 2015
2:30 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 25th of June, 2015, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 2:30 p. m.

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

Present: Mayor Glen C. Robertson; Mayor Pro Tem Jim Gerlt; Council Member Karen Gibson; Council Member Jeff Griffith; Council Member Latrelle Joy; Council Member Floyd Price; City Manager James Loomis; City Secretary Rebecca Garza; City Attorney Chad Weaver

Absent: Council Member Victor Hernandez

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

- *Executive Session; 2.1-2.4; Citizen Comments 3.1-3.2; Citizen Comments (Sign-ups) 3.3; 4.1; 5.1-5.2; 5.4-5.10; 5.12-5.14; 5.3; 5.11; and 6.1-6.5.*

1. Executive Session

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

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

1. 1. 1. Purchase Power Agreement

1. 1. 2. McAlister Park

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. McAlister Park

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

1. 4. 1. Hold an executive session in accordance with Texas Government Code, Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Building Board of Appeals and the Junked Vehicle Compliance Board.

2. **Proclamations and Presentations**

2. 1. Invocation by Pastor Dale Mannon, Greenlawn Church of Christ

Pastor Dale Mannon, Greenlawn Church of Christ, led the invocation.

2. 2. Pledges of Allegiance

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

2. 3. Broadway Festivals will present an invitation to the City Council and Lubbock citizens to attend the 4th on Broadway festivities.

Jeremy Layman, President of the Broadway Festivals Board, appeared before City Council to present an invitation to the City Council and the Lubbock citizens to attend the 4th on Broadway festivities. Mr. Layman gave a timeline of events and thanked the Council for their continued support with Broadway Festivals.

2. 4. **Board Recognitions:** Presented by Mayor Pro Tem Jim Gerlt

Public Transit Advisory Board:

Jim Gatteys (unable to attend)

Veterans Advisory Committee:

Matthew Harris

Jesse Jalomo (unable to attend)

Stevie Poole

Water Board of Appeals:

Patrick Cooke

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

3. 1. Bill Curnow will appear before the City Council to discuss Community Development and Services Board FY 2015 funding recommendations.

Bill Curnow appeared before the City Council to discuss the North & East Lubbock Community Development Corporation's Home Investment Partnership program.

3. 2. Carol Meek will appear before the City Council to discuss issues concerning natural landscaping and the health and safety issues, environmental benefits and cost benefits to cities of natural landscaping.

Carol Meek appeared before the City Council to discuss issues concerning natural landscaping and the health and safety issues, environmental benefits and cost benefits to cities of natural landscaping.

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

- Burley Owen appeared before the City Council to speak in opposition of item 5.11 (approval of funding recommendations for FY 2015-16).

4. **Minutes**

4. 1. May 28, 2015 Regular City Council Meeting
June 9, 2015 Special City Council Meeting

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Karen Gibson to approve the May 28, 2015 Regular City Council Meeting minutes and the June 9, 2015 Special City Council Meeting minutes.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

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

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Latrelle Joy to approve items 5.1-5.2; 5.4-5.10; and 5.12-5.14.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

5. 1. **Budget Amendment Ordinance 2nd Reading - Finance:** Ordinance No. 2015-O0065, Amendment 26, amending the adopted FY 2014-15 budget for municipal purposes respecting the operating budget for Market Lubbock, Inc. (MLI) - Lubbock Convention and Visitors Bureau (Visit Lubbock) and MLI - Lubbock Sports Authority; providing for filing; and providing for a savings clause.
5. 2. **Resolution - Public Works Engineering:** Resolution No. 2015-R0207 authorizing the Mayor to execute contract 12410 an Agreement for Professional Services with Kimley Horn and Associates, Inc. for Construction Phase Services on 98th Street from University Avenue to Interstate 27.
5. 3. **Resolution – Water Resources:** Resolution No. 2015-R0218 authorizing the Mayor to execute a contract with the Texas Department of Criminal Justice (TDCJ) for the continued purchase of water to supply the John Montford Prison Unit from the City’s potable water system.

Wood Franklin, City Engineer; Aubrey Spear, Director of Water Resources; and James Loomis, City Manager, gave comments and answered questions from City Council.

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to approve Resolution No. 2015-R0218.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

5. 4. **Resolution - Right-of-Way:** Resolution No. 2015-R0208 authorizing the City Council to accept on behalf of the City of Lubbock an easement from Richard B. Wiesen and wife, Patricia Wiesen, regarding the acquisition of right-of-way for the Northwest Water Reclamation Plant (NWRP) Project, easement being out of Section 14, Block A, Lubbock County, Texas.
5. 5. **Resolution - Right-of-Way:** Resolution No. 2015-R0209 authorizing the City Council to accept on behalf of the City of Lubbock an easement from Royalties Unlimited, Inc., a Texas Corporation and The Paul L. Payne, Jr. Estate Trust regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, easement being out of Section 18, Block A, Lubbock County, Texas.
5. 6. **Resolution - Human Resources:** Resolution No. 2015-R0210 authorizing the Mayor to execute an agreement with Sagebrush Solutions for medical, dental, and prescription plans claim audits.
5. 7. **Resolution - Risk Management:** Resolution No. 2015-R0211 authorizing the City Manager to execute a contract with Wells Fargo Insurance Service, by and through its local representative, Sanford and Tatum Insurance Agency, for property and casualty brokerage services.

5. 8. **Resolution - Civic Center:** Resolution No. 2015-R0212 authorizing the Mayor to execute contract 12385 with Henthorn Commercial Construction, LLC to provide interior renovations at the Lubbock Memorial Civic Center located at 1501 Mac Davis Lane, RFP 15-12385-MA.
5. 9. **Resolution - Facilities:** Resolution No. 2015-R0213 authorizing the Mayor to execute contract 12274 with Lydick-Hooks Roofing Company of Lubbock Inc., for the roof replacement at Fleet Maintenance Complex located at 324 Municipal Drive, RFP 15-12274-TF.
5. 10. **Resolution - Radio Shop:** Resolution No.'s 2015-R0214 and 2015-R0215 authorizing the Mayor to execute contract 12264 with OSI Batteries and contract 12184 with Battery Solutions, Inc. for replacement batteries and chargers for mobile radios, ITB 15-12184-PD.
5. 11. **Resolution - Community Development:** Resolution No. 2015-R0219 authorizing the approval of funding recommendations proposed by the Community Development and Services Board (CDSB) for FY 2015-16. The funding sources originate from United States Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG), Home Investment Partnership Program (HOME), and the Emergency Solutions Grant (ESG).

Bill Howerton, Assistant City Manager; and Chad Weaver, City Attorney, gave comments and answered questions from City Council.

Main Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Jim Gerlt to approve Resolution No. 2015-O0219.

Amendment by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to accept alternate recommendation #2.

Vote on Amendment

Vote: 2 - 4 Failed

NAY: Mayor Glen C. Robertson
 Mayor Pro Tem Jim Gerlt
 Council Member Latrelle Joy
 Council Member Floyd Price

Vote on Main Motion

Vote: 4 - 2 Motion carried

NAY: Mayor Glen C. Robertson
 Council Member Jeff Griffith

5. 12. **Ordinance 2nd Reading: – Planning:** Ordinance No. 2015-O0059, for Zone Case 2543-E, a request of Brent Birdwell for a zoning change from R-1 Specific Use to Garden Office (GO) on Lot 32, Colonial Heights Addition, 1912 98th Street.

5. 13. **Resolution - Police Department:** Resolution No. 2015-R0216 authorizing the Mayor to execute contract 12396 for the purchase of the forms, manuals, and supplies used for breath-testing in the laboratory alcohol and drug testing program, by and between the City of Lubbock and the Texas Department of Public Safety (DPS) - Reprographics and Distribution Services Division, and related documents.

5. 14. **Resolution - Police Department:** Resolution No. 2015-R0217 authorizing the Mayor to execute a Memorandum of Understanding with Lubbock County regarding the division of the local allocation from the United States Department of Justice for the Fiscal Year 2015 Justice Assistance Grant Program.

6. **Regular Agenda**

6. 1. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2015-O0066, for Zone Case 916-C, a request of Jennifer Paz, for Stripes LLC, for a zoning change from C-2 and C-4 to C-3 on Tract E, Tract H, and the north 42.75 feet of Tract J, Wilshire Park Addition, 2530 Parkway Drive and 102 and 108 Cherry Avenue.

Mayor Robertson opened the public hearing at 5:48 p.m.

Jennifer Paz, for Stripes LLC, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Robertson closed the public hearing at 5:49 p.m.

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to approve Ordinance No. 2015-O0066.

Vote: 5 - 1 Motion carried

NAY: Mayor Glen C. Robertson

Other: Council Member Victor Hernandez (ABSENT)

6. 2. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2015-O0067, for Zone Case 3003-E, a request of Hugo Reed and Associates, Inc., for Fountain Hills LP, for a zoning change from GO to A-1 on 1.5 acres of unplatted land out of Block AK, Section 21, south of 98th Street and east of Milwaukee Avenue.

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

Mayor Robertson opened the public hearing at 5:50 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 5:50 p.m.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Karen Gibson to approve Ordinance No. 2015-O0067.

Vote: 5 - 1 Motion carried

NAY: Council Member Latrelle Joy

Other: Council Member Victor Hernandez (ABSENT)

- 6. 3. Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2015-O0068, for Zone Case 3255-A, a request of Kay Pruitt, for Rusty Hendrick, for a zoning change from R-1 to M-1 Specific Use for professional offices and warehouse uses on 3.077 acres of unplatted land out of Block AK, Section 42, 7602 34th Street.

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

Mayor Robertson opened the public hearing at 5:50 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 5:50 p.m.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Karen Gibson to approve Ordinance No. 2015-O0068.

Vote: 5 - 1 Motion carried

NAY: Council Member Latrelle Joy

Other: Council Member Victor Hernandez (ABSENT)

- 6. 4. Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2015-O0069, for Zone Case 3257-A, a request of Burl Masters, for 1585 Development LLC, for a zoning change from T to A-2, C-3, GO, R-2, and R-1 Specific Use on 303.576 acres of unplatted land out of Block AK, Section 1, south of 130th Street, between Indiana Avenue and University Avenue.

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

Mayor Robertson opened the public hearing at 5:50 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 5:50 p.m.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Karen Gibson to approve Ordinance No. 2015-O0069.

Vote: 5 - 1 Motion carried

NAY: Council Member Latrelle Joy

Other: Council Member Victor Hernandez (ABSENT)

6. 5. Board Appointments - City Secretary: Consider one appointment to the Building Board of Appeals, four appointments to the Citizens Traffic Commission, one appointment to the Junked Vehicle Compliance Board, and one appointment to the Park & Recreation Board.

Citizens Traffic Commission:

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to reappoint Bill Bates, Russell Madison, and Chris Ramirez.

Vote: 6 - 0 Motion carried

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Karen Gibson to appoint Lynne Duncan to replace Thomas Nichols.

Vote: 6 - 0 Motion carried

Park & Recreation Board : Motion by Council Member Karen Gibson, seconded by Mayor Pro Tem Jim Gerlt to appoint Peter Laverty to replace Scott Scarborough.

Vote: 6 - 0 Motion carried

Building Board of Appeals: Motion by Council Member Karen Gibson, seconded by Mayor Pro Tem Jim Gerlt to postpone indefinitely.

Vote: 6 - 0 Motion carried

Junked Vehicle Compliance Board: Motion by Council Member Karen Gibson, seconded by Mayor Pro Tem Jim Gerlt to postpone indefinitely.

Vote: 6 - 0 Motion carried

5:55 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

6. 1.

Meeting Date: 07/23/2015

Information

Agenda Item

Budget Amendment Ordinance 2nd Reading - Finance: Consider Budget Ordinance 2015-O0070 Amendment 27 amending the FY 2014-15 budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of State Health Services for the Public Health Emergency Preparedness Grant; and the Texas Department of Housing and Community Affairs for the Comprehensive Energy Assistance Program Grant; providing for filing; and providing for a savings clause.

Item Summary

On July 9, 2015 the City Council approved the first reading of the ordinance.

- I. Accept and appropriate \$253,711 from the Texas Department of State Health Services for the Public Health Emergency Preparedness Grant.
- II. Accept and appropriate \$235,528 from the Texas Department of Housing and Community Affairs for the Comprehensive Energy Assistance Program Grant.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

[BA#27](#)

[Grant Detail Sheet - EM PHP](#)

[CEAP Grant Detail Sheet](#)

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2014-15 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES FOR THE PUBLIC HEALTH EMERGENCY PREPAREDNESS GRANT; AND THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE COMPREHENSIVE ENERGY ASSISTANCE PROGRAM GRANT; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

WHEREAS, the City Council deems it advisable to change the FY 2014-15 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2014-15 (Budget Amendment #27) for municipal purposes, as follows:

- I. Accept and appropriate \$253,711 from the Texas Department of State Health Services for the Public Health Emergency Preparedness Grant.
- II. Accept and appropriate \$235,528 from the Texas Department of Housing and Community Affairs for the Comprehensive Energy Assistance Program 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:

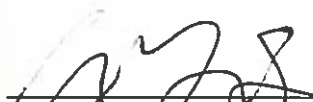
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:



Amy Sims
Assistant City Attorney

**City of Lubbock, TX
Grant Award
New Grant - Budget Detail
June 18, 2015**

Administrative Information:

City Assigned Grant Number:	81106
Grant Name:	<u>Public Health Emergency Preparedness</u>
Grant Effective Date:	<u>07/01/15 - 06/30/16</u>
Grant Provider/Agency:	<u>Texas Department of State Health Services</u>
Grant Award Amount:	<u>\$ 253,711</u>
Amount City Grant Match:	<u>25,371</u>
Funding Source of Grant Match:	<u>In-kind match</u>

Personnel Information:

Number of full-time positions funded w/grant 3

Title of Position	Annual Salary	Annual Benefits	Grant	General Fund
Public Health Emergency Preparedness Coordinator	\$ 53,388	24,790	78,178	-
Public Health Emergency Preparedness Nurse	55,197	25,617	80,814	-
Strategic National Stockpile Specialist	39,291	21,688	60,979	-
Total	<u>\$ 147,876</u>	<u>72,095</u>	<u>219,971</u>	<u>-</u>

Budget Information:

Grant Appropriation Detail	Cost
Full-time Salary	\$ 147,876
Benefits	72,095
Travel (quarterly grant meetings, emergency management conf., mileage, etc)	6,725
Supplies	11,636
Equipment	-
Other	15,379
Total Appropriation	<u>\$ 253,711</u>

**City of Lubbock, TX
Grant Award
New Grant - Budget Detail
July 23, 2015**

Administrative Information:

Grant Number: _____
 Grant Name: Comprehensive Energy Assistance Program
 Grant Effective Date: 5/1/2015-9/30/2015
 Grant Provider/Agency: Texas Department of Housing and Community Affairs

Personnel Information:

of full-time positions funded w/grant 5

Title of Position	Annual Salary	Annual Benefits	Grant	Other Grant	General Fund
Program Specialist	\$ 40,186	22,232	3,821	58,598	-
Account Analyst	52,000	24,242	2,490	73,752	-
Office Assistant	27,470	17,947	2,066	43,351	-
Director	84,279	30,493	1,735	113,037	-
Contract Coordinator	49,625	23,664	4,609	68,681	-
	<u>\$ 253,560</u>	<u>118,578</u>	<u>14,720</u>	<u>357,418</u>	<u>-</u>

Budget Information:

Grant Appropriation Detail	Cost
Salaries	\$ 10,064
Benefits	4,656
Travel	
ComDev Household Crisis H/C	
Lutheran Social Services	
Household Crisis Utility Assistance	
Utility Assistance Component	203,143
Admin & Program Services cost	17,665
Total Appropriation	<u>\$ 235,528</u>



Regular City Council Meeting

6. 1. 1.

Meeting Date: 07/23/2015

Information

Agenda Item

Resolution - Health: Consider a resolution authorizing and directing the Mayor to execute for and on behalf of the City of Lubbock the Public Health Emergency Preparedness Cooperative Contract 2016-001284-00 and any associated documents with the State of Texas acting by and through its Department of State Health Services (DSHS).

Item Summary

This contract with the Department of State Health Services requires that the City of Lubbock shall administer programs and perform activities in support of the Public Health Emergency Preparedness Cooperative Agreement from the Centers for Disease Control and Prevention (CDC). The Statement of Work is attached.

The total amount of the contract is \$253,711. The contract period is from July 1, 2015 until June 30, 2016.

Fiscal Impact

Expenditures to this program will not exceed the \$253,711 provided in the State contract. A 10% match is required, which will be met with IT charges paid with general funds.

Staff/Board Recommending

Katherine Wells, Director of Public Health
Rachel Dolan, Public Health Emergency Preparedness Coordinator

Attachments

PHEP Grant Contract FY16

PHEP Contract General Provisions

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, the Public Health Emergency Preparedness Cooperative Contract 2016-001284-00 and any associated documents with the State of Texas acting by and through its Department of State Health Services (DSHS). 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:

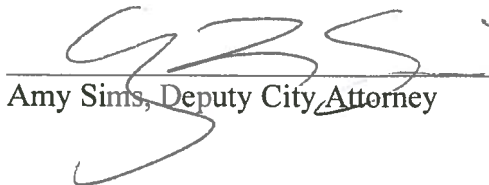
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Katherine Wells, Director of Public Health

APPROVED AS TO FORM:



Amy Sims, Deputy City Attorney

RES.Contract-PHEP and DSHS.6.23.15

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2016-001284-00**



This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and City of Lubbock (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is \$253,711.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 07/01/2015 and ends on 06/30/2016. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. Program Name: CPS/HAZARDS Public Health Emergency Preparedness (PHEP)

7. Statement of Work:

A. Contractor shall perform activities in support of the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-12010402CONT15) from the Centers for Disease Control and Prevention (CDC). CDC's five-year Public Health Emergency Preparedness (PHEP) – Hospital Preparedness Program (HPP) Cooperative Agreement seeks to align PHEP and HPP programs and advance public health and healthcare preparedness. Contractor shall perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

B. Identify the appropriate jurisdictional partners to address the emergency preparedness, response, and recovery needs of older adults regarding public health, medical and mental health behavioral needs and address processes and accomplishments to meet the needs of older adults.

C. Provide DSHS with situational awareness data generated through interoperable networks of electronic data systems,

D. Contractor shall address public health preparedness capabilities including, but not limited to the contractor's work plan submitted to DSHS as provided for in Section 7. "Statement of Work" (O) of this contract.

1. Capability 1 – Community Preparedness is the ability of communities to prepare for, withstand, and recover – in both the short and long terms – from public health incidents.
2. Capability 2 – Community Recovery is the ability to collaborate with community partners, e.g., healthcare organizations, business, education, and emergency management) to plan and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels and improved levels where possible.
3. Capability 3 – Emergency Operations Center Coordination is the ability to direct and support an event or incident with public health or medical implications by establishing a standardized, scalable system of oversight, organization, and supervision consistent with jurisdictional standards and practices with the National Incident Management System.
4. Capability 4 – Emergency Public Information and Warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management responders.
5. Capability 5 – Fatality Management is the ability to coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death, and facilitate access to mental/behavioral health services to the family members, responders, and survivors of an incident.
6. Capability 6 – Information Sharing is the ability to conduct multijurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, territorial, and tribal levels of government, and the private sector. This capability includes the routine sharing of information as well as issuing of public health alerts to federal, state, local, territorial, and tribal levels of government and the private sector in preparation for and in response to events or incidents of public health significance.
7. Capability 7 – Mass Care is the ability to coordinate with partner agencies to address the public health, medical, and mental/behavioral health needs of those impacted by an incident at a congregate location. This capability includes the coordination of ongoing surveillance and assessment to ensure that local health needs to continue to be met as the incident evolves.
8. Capability 8 – Medical Countermeasure Dispensing is the ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, etc.) in support of treatment or prophylaxis (oral or

vaccination) to the identified population in accordance with public health guidelines and/or recommendations.

9. Capability 9 – Medical Materiel Management and Distribution is the ability to acquire, maintain (e.g., cold chain storage or other storage protocol), transport distribute, and track medical materiel (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical materiel, as necessary, after an incident.

10. Capability 10 – Medical Surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the healthcare system to survive a hazard impact and maintain or rapidly recover operations that were compromised.

11. Capability 11 – Non-Pharmaceutical Interventions are the ability to recommend to the applicable lead agency (if not public health) and implement, if applicable, strategies for disease, injury, and exposure control. Strategies include the following: isolation and quarantine; restrictions on movement and travel advisory/warnings; social distancing; external decontamination; hygiene; and precautionary behaviors.

12. Capability 12 – Public Health Laboratory Testing is the ability to conduct rapid and conventional detection, characterization, confirmatory testing, data reporting, investigative support, and laboratory networking to address actual or potential exposure to all-hazards. Hazards include chemical, radiological, and biological, and biological agents in multiple matrices that may include clinical samples, food, and environmental samples (e.g., water, air, and soil). This capability supports routine surveillance, including pre-event incident and post-exposure activities.

13. Capability 13 – Public Health Surveillance and Epidemiological Investigations is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes, as well as to expand these systems and processes in response to incidents of public health significance.

14. Capability 14 – Responder Safety and Health describes the ability to protect public health agency staff responding to an incident and the ability to support the health and safety needs of hospital and medical facility personnel, if requested.

15. Capability 15 – Volunteer Management is the ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance.

E. Contractor will not exceed the total amount of this Contract without DSHS prior approval, which will be evidenced by the Parties executing a written amendment.

F. Contractor will comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the following:

1. Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
2. Public Law 113-05, Pandemic and All-Hazards Preparedness Reauthorization Act; and
3. Texas Health and Safety Code Chapter 81.

G. Contractor will comply with all applicable regulations, standards and guidelines in effect on the beginning date of the Term of this Contract.

H. The Parties have the authority under Texas Government Code Chapter 791 to enter into this Interlocal Cooperation Contract.

I. Funds awarded for this Contract must be matched by costs or third party contributions that are not paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or matching. The non-federal contributions (match) may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including

plant, equipment, or services. The costs that the Contractor incurs in fulfilling the matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that are applicable to the use of Federal funds, including prior approval requirements and other rules for allowable costs as described in 45 CFR 74.23 and 45 CFR 92.24.

J. The Contractor is required to provide matching funds for this Contract not less than ten-percent of the allocation amount. Cash match is defined as an expenditure of cash by the contractor on allowable costs of this Contract that are borne by the contractor. In-kind match is defined as the dollar value of non-cash contributions by a third party given in goods, commodities, or services that are used in activities that benefit this Contract's project and that are contributed by non-federal third parties without charge to the contractor. The criteria for match must:

1. Be an allowable cost under the applicable federal cost principle;
2. Be necessary and reasonable for the efficient accomplishment of project or program objectives;
3. Be verifiable within the contractor's (or subcontractor's) records;
4. Be documented, including methods and sources, in the approved budget (applies only to cost reimbursement Contracts);
5. Not be included as contributions toward any other federally-assisted project or program (match can count only once);
6. Not be paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or match;
7. Conform to other provisions of governing circulars/statutes/regulations as applicable for the Contract;
8. Be adequately documented;
9. Must follow procedures for generally accepted accounting practices as well as meet audit requirements; and
10. Value the in-kind contributions reported and must be supported by documentation reflecting the use of goods and/or services during the Contract term.

K. In the event of a public health emergency involving a portion of the state Contractor will mobilize and dispatch staff or equipment purchased with funds from previous PHEP cooperative agreements and not performing critical duties in the jurisdiction served, to the affected area of the state upon receipt of a written request from DSHS.

L. Contractor will inform DSHS in writing if Contractor will not continue performance under this Contract within 30 days of receipt of an amended standard(s) or guideline(s). DSHS may terminate this Contract immediately or within a reasonable period of time as determined by DSHS.

M. Contractor will develop, implement and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Contract, including partial full-time employees and temporary staff.

N. DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total Contract amount, Contractor's budget may be subject to a decrease for the remainder of the Term of the Contract. Vacant positions existing after ninety days may result in a decrease in funds.

O. The Contractor will:

1. Submit programmatic reports as directed by DSHS in a format specified by DSHS. Contractor will provide DSHS other reports, including financial reports, and any other reports that DSHS determines

- necessary to accomplish the objectives of this contract and to monitor compliance;
- 2. Submit Performance Measures to DSHS within an established timeframe designated by DSHS as required by the CDC.
- 3. Submit the Mitigation Plan due to DSHS within an established timeframe designated by DSHS;
- 4. Submit the Emergency Support Function 8 plans developed in accordance with the Texas Department of Emergency Management (TDEM) and DSHS Planning Standards within 30 days of request from DSHS.
- 5. Submit by the last day of every month a list of all reported clusters and information on investigation findings on the tracking sheet provided by the DSHS
- 6. Submit a current Multi-Year Training & Exercise Plan that covers FY16 through FY21 to DSHS by July 6, 2015, using the template provided by DSHS. In accordance with HSEEP guidelines, contractors must conduct or participate in a Multi-year Training and Exercise Workshop with all applicable agencies and submit an agenda and a participant roster as documentation of attendance.
- 7. Complete and submit the Operational Readiness Review (ORR) provided by DSHS to DSHS SNS SharePoint 20 business days prior to review;
 - a. Provide updated Point of Dispensing (POD) standards data for submission to DSHS SNS SharePoint by April 1, 2016;
 - b. Perform and submit metrics on three SNS operation drills (at pre-identified POD locations and existing call down rosters) and submit After Action Reviews/Improvements sixty days after completion of the drill or by April 1, 2016. Acceptable drills include:
 - i. Staff Call Down;
 - ii. Facility Set-up;
 - iii. POD Activation;
 - iv. Dispensing Throughput; and
 - v. RealOpt usage;
 - c. Submit above items listed in 7 (b) to PreparednessExercise@dshs.state.tx.us by April 1, 2016.
- 8. Submit the Mid-Year Report due to DSHS within an established timeframe designated by DSHS.
- 9. Complete an End-Of-Year performance report in a format specified by DSHS no later than August 15, 2016.
- 10. Conduct or participate in, at least, one Preparedness Exercise which includes evaluation of capabilities and objectives in accordance to the Contractor's exercise plan and developed in accordance with Homeland Security Exercise and Evaluation Program (HSEEP) standards. Contractor will submit to DSHS an exercise notification following the Concept and Objectives meeting in accordance with timeframes established in DSHS Exercise Guidance. A joint after action report/improvement plan must be submitted within 60 days of the exercise to the DSHS Exercise Team mailbox (preparednessexercise@dshs.state.tx.us). The After Action Report must also include a Corrective Action Plan. These exercises may include a tabletop exercise, a functional exercise, or a full-scale exercise to test preparedness and response capabilities, but not associated with Strategic National Stockpile (SNS).
- 11. Designate a member of the PHEP program to attend, in person, the PHEP all four quarterly meetings of the contract term. If the designee is unable to attend the first meeting in person, the Contractor must petition DSHS in writing requesting an exemption and proposal for attending a subsequent quarterly meeting.
- 12. Complete all additional reporting requirements. Due dates will be listed in the most current DSHS reporting schedule, to be released no later than August 3, 2015.
- 13. If Contractor is legally prohibited from providing any report under this Contract, Contractor will immediately notify DSHS in writing.

P. In the event of another local, state, or federal emergency the Contractor has the authority to utilize approximately five percent of the Contractor's staff's time supporting this Program Attachment for response efforts. DSHS shall reimburse Contractor up to five percent of this Program Attachments funded by CDC for personnel costs responding to an emergency event. Contractor shall maintain records to document the

time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

Q. For the purposes of this Contract, the Contractor may not use funds for research, clinical care, fund-raising activities or lobbying, construction or major renovations, for reimbursement of pre-award costs, to supplant existing state or federal funds for activities, payment or reimbursement of backfilling costs for staff, purchase of vehicles of any kind, funding an award to another party or provider who is ineligible.

R. Contractor shall only expend funds for reasonable program purposes, including personnel, travel, supplies, and services, such as contractual.

S. Contractor shall cooperate with DSHS to coordinate all planning, training and exercises performed under this Program Attachment with local emergency management and the Texas Division of Emergency Management (TDEM) District Coordinators assigned to the contractor's sub-state region, to ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state.

T. Contractor shall coordinate all risk communication activities with the DSHS Communications Unit by using DSHS's core messages posted on the DSHS website, and submitting copies of draft risk communication materials to DSHS for coordination prior to dissemination.

U. Volunteer Management (Capability 15): If Contractors are using volunteers, such as Medical Reserve Corps or Strategic National Stockpile (SNS) point of dispensing volunteers, and then Contractors must use the Texas Disaster Volunteer Registry (TDVR), Texas' version of the Emergency System for the Advanced Registration of Volunteer Health Professionals (ESAR-VHP) system as their main volunteer management tool.

PERFORMANCE MEASURES:

A. DSHS will monitor the Contractor's compliance with the requirements in Section I and this Contract and failure to meet these requirements may result in withholding a portion of any subsequent PHEP base awards.

B. The initial reporting requirements for the performance measures are subject to change as DSHS and CDC may modify performance measures and due dates. DSHS will provide notification to the Contractor of any changes under this Section.

BILLING INSTRUCTIONS:

Contractor will request payment using the State of Texas Purchase Voucher (Form B-13) on a monthly basis and acceptable supporting documentation for reimbursement of the required services/deliverables. Additionally, the Contractor will submit the Financial Status Report (FSR-269A). Vouchers, supporting documentation and Financial Status Report should be mailed or emailed to the addresses below.

Claims Processing Unit, MC1940
Texas Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

B-13: invoices@dshs.state.tx.us
Php.vouchersupport@dshs.state.tx.us

Support Document: invoices@dshs.state.tx.us
Php.vouchersupport@dshs.state.tx.us

B-13A: invoices@dshs.state.tx.us
Php.vouchersupport@dshs.state.tx.us

FSR: invoices@dshs.state.tx.us
Php.vouchersupport@dshs.state.tx.us
FSRGrants@dshs.state.tx.us

8. Service Area

Lubbock County

This section intentionally left blank.

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00043

RLHS GOLIVE HAZARDS PROPOSAL

11. Renewals:

Number of Renewals Remaining: 1 Date Renewals Expire: 06/30/2017

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.069, 93.069

14. DUNS Number:

058213893

This section intentionally left blank.

16. Special Provisions

A. Contractor will submit final close-out bill or revisions to previous reimbursement request(s) no later than August 15, 2016. No expenditures with service dates from July 1, 2015 to June 30, 2016 will be paid after August 15, 2016 from the Budget Period 4(BP4) allocation. This Subsection supersedes Section 4.03 of the Fiscal Year 2016 Department of State of Health Services General Provisions (Core/Sub Recipient).

B. DSHS will monitor Contractor's billing activity and expenditure reporting on a quarterly basis. Based on these reviews, DSHS may reallocate funding between contracts to maximize use of available funding.

C. General Provisions, Access and Inspection Article XI, Access Section 11.01 is hereby revised to include the following:

In addition to the site visits authorized by this Article of the General Provisions, Contractor shall allow DSHS to conduct on-site quality assurance reviews of Contractor. Contractor shall comply with all DSHS documentation requests and on-site visits. Contractor shall make available for review all documents related to the Program Attachment, upon request by the DSHS Program staff.

D. General Provisions, General Business Operations of Contractor Article XIV, Equipment Purchases (Including Controlled Assets), Section 14.20, is revised as follows:

Contractor is required to initiate the purchase of approved equipment no later than June 30, 2016 as documented by issue of a purchase order or written order confirmation from the vendor on or before June 30, 2016. In addition, all equipment must be received no later than 45 calendar days following the end of the Program Attachment term.

E. General Provisions, General Terms Article XV, Amendment Section 15.15, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Program Attachment.

17. Documents Forming Contract. The Contract consists of the following:

- a. Contract (this document) 2016-001284-00
- b. General Provisions Subrecipient General Provisions
- c. Attachments Budget
- d. Declarations Certification Regarding Lobbying, Fiscal Federal Funding
Accountability and Transparency Act (FFATA) Certification
- e. Exhibits

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

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

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

Name: City of Lubbock
Vendor Identification Number: 17560005906

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

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

Department of State Health Services

City of Lubbock

By:
Signature of Authorized Official

By:
Signature of Authorized Official

Date

Date

Name and Title
1100 West 49th Street
Address
Austin, TX 78756-4204
City, State, Zip

Name and Title
Address
City, State, Zip

Telephone Number

Telephone Number

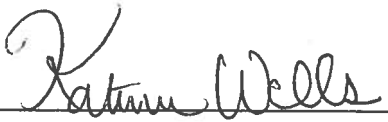
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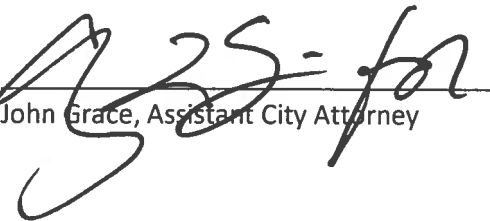
Rebecca Garza, City Secretary

Approved as to content:



Katherine Wells, Director of Public Health

Approved as to form:



John Grace, Assistant City Attorney

Budget Summary

Organization Name: City of Lubbock
 Contract Number: 2016-001284-00

Program ID: CPS/HAZARDS

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	\$147,864.00	\$0.00	\$0.00	\$147,864.00
Fringe Benefits	\$75,026.00	\$0.00	\$0.00	\$75,026.00
Travel	\$5,725.00	\$0.00	\$0.00	\$5,725.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$10,636.00	\$0.00	\$0.00	\$10,636.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$14,460.00	\$0.00	\$0.00	\$14,460.00
Total Direct Costs	\$253,711.00	\$0.00	\$0.00	\$253,711.00
Indirect Costs	\$0.00	\$25,371.00	\$0.00	\$25,371.00
Totals	\$253,711.00	\$25,371.00	\$0.00	\$279,082.00

**Fiscal Year 2015 Department of State Health Services Contract
General Provisions
(Core/Subrecipient)**

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ARTICLE I CONTRACT COMPONENTS; ORDER OF PRECEDENCE

Section 1.01 Contract Components.

As used in herein, the "Contract" consists of the following documents:

- a) the Core Contract and the Program Attachment(s) or statements of work, including all attachments,
- b) addenda or amendments thereto and these General Provisions;
- c) the solicitation document, including all attachments, addenda or amendments thereto; and
- d) the response, proposal or application submitted by Contractor in response to the solicitation document.

Section 1.02 Order of Precedence.

To the extent that there is any conflict between the terms of any contract component document, the conflict will be resolved in the above order of priority.

ARTICLE II COMPLIANCE AND REPORTING

Section 2.01 Compliance with General Provisions, Statutes and Rules.

Contractor shall comply, and shall require its subcontractor(s) to comply, with these General Provisions, the requirements of the Department's rules of general applicability and other applicable state and federal statutes, regulations, rules, and executive orders, as such statutes, regulations, rules, and executive orders currently exist and as they may be lawfully amended. The Department rules are located in the Texas Administrative Code, Title 25 (Rules). To the extent this Contract imposes a higher standard, or additional requirements beyond those required by applicable statutes, regulations, rules or executive orders, the terms of this Contract will control. Contractor further agrees that, upon notification from DSHS, Contractor shall comply with the terms of any contract provisions DSHS is required to include in its contracts under legislation effective at the time of the effective date of this Contract or during the term of this Contract.

Section 2.02 Compliance with Requirements of Solicitation Document.

Except as specified in these General Provisions or the Program Attachment(s), Contractor shall comply with the requirements, eligibility conditions, assurances, certifications and program requirements of the Solicitation Document, if any, (including any revised or additional terms agreed to in writing by Contractor and DSHS prior to execution of this Contract) for the duration of this Contract or any subsequent renewals. The Parties agree that the Department has relied upon Contractor's response to the Solicitation Document. The Parties agree that any misrepresentation contained in Contractor's response to the Solicitation Document constitutes a breach of this Contract.

Section 2.03 Reporting.

Contractor shall submit reports in accordance with the reporting requirements established by the Department and shall provide any other information requested by the Department in the format required by DSHS. Failure to submit any required report or additional requested information by the due date specified in the Program Attachment(s) or upon request constitutes a breach of contract, may result in delayed payment and/or the imposition of sanctions and remedies, and, if appropriate, emergency action; and may adversely affect evaluation of Contractor's future contracting opportunities with the Department.

Section 2.04 Client Financial Eligibility.

Where applicable, Contractor shall use financial eligibility criteria, financial assessment procedures and standards developed by the Department to determine client eligibility.

Section 2.05 Applicable Contracts Law and Venue for Disputes.

Regarding all issues related to contract formation, performance, interpretation, and any issues that may arise in any dispute between the Parties, this Contract will be governed by, and construed in accordance with, the laws of the State of Texas. In the event of a dispute between the Parties, venue for any suit will be Travis County, Texas.

Section 2.06 Applicable Laws and Regulations Regarding Funding Sources.

Where applicable, federal statutes and regulations, including federal grant requirements applicable to funding sources, will apply to this Contract. Contractor agrees to comply with applicable laws, executive orders, regulations and policies, as well as Office of Management and Budget (OMB) Circulars (as codified in Title 2 of the Code of Federal Regulations), the Uniform Grant and Contract Management Act of 1981 (UGMA), Tex. Gov. Code Chapter 783, and Uniform Grant Management Standards (UGMS), as revised by federal circulars and incorporated in UGMS by the Comptroller of Public Accounts, Texas Procurement and Support Services Division. UGMA and UGMS can be located through web links on the DSHS website at <http://www.dshs.state.tx.us/contracts/links.shtm>. Contractor also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements §__ .14. If applicable, Contractor shall comply with the Federal awarding agency's Common Rule, and the U.S. Health and Human Services Grants Policy Statement, both of which may be located through web links on the DSHS website at <http://www.dshs.state.tx.us/contracts/links.shtm>. For contracts funded by block grants, Contractor shall comply with Tex. Gov. Code Chapter 2105.

Section 2.07 Statutes and Standards of General Applicability.

Contractor is responsible for reviewing and complying with all applicable statutes, rules, regulations, executive orders and policies. To the extent applicable to Contractor, Contractor shall comply with the following:

- a) the following statutes, rules, regulations, and DSHS policy (and any of their subsequent amendments) that collectively prohibit discrimination, exclusion from or limitation of participation in programs, benefits or activities or denial of any aid, care, service or other benefit on the basis of race, color, national origin, limited English proficiency, sex, sexual orientation (where applicable), disabilities, age, substance abuse, political belief or religion: 1)

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- Title VI of the Civil Rights Act of 1964, 42 USC §§2000d et seq.; 2) Title IX of the Education Amendments of 1972, 20 USC §§ 1681-1683, and 1685-1686; 3) Section 504 of the Rehabilitation Act of 1973, 29 USC § 794(a); 4) the Americans with Disabilities Act of 1990, 42 USC §§12101 et seq.; 5) Age Discrimination Act of 1975, 42 USC §§ 6101-6107; 6) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 USC § 290dd (b)(1); 7) 45 CFR Parts 80, 84, 86 and 91; 8) U.S. Department of Labor, Equal Employment Opportunity E.O. 11246; 9) Tex. Lab. Code Chapter 21; 10) Food Stamp Act of 1977 (7 USC § 200 et seq.; 11) Executive Order 13279, 45 CFR Part 87 or 7 CFR Part 16 regarding equal treatment and opportunity for religious organizations; 12) Drug Abuse Office and Treatment Act of 1972, 21 USC §§ 1101 et seq., relating to drug abuse; 13) Public Health Service Act of 1912, §§523 and 527, 42 USC § 290dd-2, and 42 CFR Part 2, relating to confidentiality of alcohol and drug abuse patient records; 14) Title VIII of the Civil Rights Act of 1968, 42 USC §§ 3601 et seq., relating to nondiscrimination in housing; and 15) DSHS Policy AA-5018, Non-discrimination Policy for DSHS Programs;
- b) Immigration Reform and Control Act of 1986, 8 USC § 1324a, and Immigration Act of 1990, 8 USC 1101 et seq., regarding employment verification; and Illegal Immigration Reform and Immigrant Responsibility Act of 1996;
 - c) Pro-Children Act of 1994, 20 USC §§ 6081-6084, and the Pro-Children Act of 2001, 20 USC § 7183, regarding the non-use of all tobacco products;
 - d) National Research Service Award Act of 1971, 42 USC §§ 289a-1 et seq., and 6601 (PL 93-348 and PL 103-43), regarding human subjects involved in research;
 - e) Hatch Political Activity Act, 5 USC §§1501-1508 and 7324-28, which limits the political activity of employees whose employment is funded with federal funds;
 - f) Fair Labor Standards Act, 29 USC §§ 201 et seq., and the Intergovernmental Personnel Act of 1970, 42 USC §§ 4701 et seq., as applicable, concerning minimum wage and maximum hours;
 - g) Tex. Gov. Code Chapter 469, pertaining to eliminating architectural barriers for persons with disabilities;
 - h) Texas Workers' Compensation Act, Tex. Lab. Code Chapters 401-406 and 28 Tex. Admin. Code Part 2, regarding compensation for employees' injuries;
 - i) The Clinical Laboratory Improvement Amendments of 1988, 42 USC § 263a, regarding the regulation and certification of clinical laboratories;
 - j) The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR § 1910.1030, or Title 25 Tex. Admin. Code Chapter 96 regarding safety standards for handling blood borne pathogens;
 - k) Laboratory Animal Welfare Act of 1966, 7 USC §§ 2131 et seq., pertaining to the treatment of laboratory animals;
 - l) environmental standards pursuant to the following: 1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC §§ 4321-4347 and Executive Order 11514 (35 Fed. Reg. 4247), "Protection and Enhancement of Environmental Quality;" 2) Notification of violating facilities pursuant to Executive Order 11738 (40 CFR Part 32), "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal Contracts, Grants, or Loans;" 3) Protection of wetlands pursuant to Executive Order 11990, 42 Fed. Reg. 26961; 4) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 Fed. Reg. 26951 and, if applicable, flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (PL 93-234); 5) Assurance of project consistency with the approved State Management program developed under the Coastal Zone Management Act of 1972, 16 USC §§ 1451 et seq.; 6) Federal Water Pollution Control Act, 33 USC §1251 et seq.; 7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 USC §§ 300f-300j; 8) Protection of endangered species under the Endangered Species Act of 1973, 16 USC §§ 1531 et seq.; 9)

Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, 42 USC §§7401 et seq.; 10) Wild and Scenic Rivers Act of 1968 (16 USC §§ 1271 et seq.) related to protecting certain rivers system; and 11) Lead-Based Paint Poisoning Prevention Act (42 USC §§ 4801 et seq.) prohibiting the use of lead-based paint in residential construction or rehabilitation;

- m) Intergovernmental Personnel Act of 1970 (42 USC §§4278-4763) regarding personnel merit systems for programs specified in Appendix A of the federal Office of Program Management's Standards for a Merit System of Personnel Administration (5 CFR Part 900, Subpart F);
- n) Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646), relating to fair treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs;
- o) Davis-Bacon Act (40 USC §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 USC § 874), and the Contract Work Hours and Safety Standards Act (40 USC §§ 327-333), regarding labor standards for federally-assisted construction subagreements;
- p) National Historic Preservation Act of 1966, §106 (16 USC § 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1974 (16 USC §§ 469a-1 et seq.) regarding historic property to the extent necessary to assist DSHS in complying with the Acts;
- q) financial and compliance audits in accordance with Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations;"
- r) Trafficking Victims Protection Act of 2000, Section 106(g) (22 USC § 7104);
- s) Executive Order, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, if required by a federal funding source of the Contract;
- t) Whistleblower Protection Enhancement Act (5 U.S.C. 2302(b)(8)) and Texas Whistleblower Act (Tex. Gov. Code Chapter 554); and
- u) requirements of any other applicable state and federal statutes, executive orders, regulations, rules and policies.

If this Contract is funded by a federal grant or cooperative agreement, Contractor shall, and shall cause its subcontractors to, comply with additional state or federal requirements found in the Notice of Grant Award and incorporated herein by reference. Contractor may obtain a copy of any applicable Notice of Grant Award from the contract manager assigned to the Program Attachment.

Section 2.08 Applicability of General Provisions to Interagency and Interlocal Contracts.

Certain sections or portions of sections of these General Provisions will not apply to Contractors that are State agencies or units of local government; and certain additional provisions will apply to such Contractors.

- a) The following sections or portions of sections of these General Provisions will not apply to interagency or interlocal contracts:
 - 1) Hold Harmless and Indemnification, Section 13.19;
 - 2) Independent Contractor, Section 12.15 (delete the third sentence in its entirety; delete the word "employees" in the fourth sentence; the remainder of the section applies);
 - 3) Insurance, Section 12.03;
 - 4) Liability Coverage, Section 12.05;
 - 5) Fidelity Bond, Section 12.04;
 - 6) Historically Underutilized Businesses, Section 12.10 (Contractor, however, shall comply with HUB requirements of other statutes and rules specifically applicable to that entity);
 - 7) Debt to State and Corporate Status, Section 3.01;
 - 8) Application of Payment Due, Section 3.02; and
 - 9) Article XV Claims against the Department (This Article is inapplicable to interagency contracts only).

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- b) The following additional provisions will apply to interagency contracts:
 - 1) This Contract is entered into pursuant to the authority granted and in compliance with the provisions of the Interagency Cooperation Act, Tex. Gov. Code Chapter 771;
 - 2) The Parties hereby certify that (1) the services specified are necessary and essential for the activities that are properly within the statutory functions and programs of the affected agencies of State government; (2) the proposed arrangements serve the interest of efficient and economical administration of the State government; and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of the State of Texas to be supplied under contract given to the lowest responsible bidder; and
 - 3) DSHS certifies that it has the authority to enter into this Contract granted in Tex. Health & Safety Code Chapter 1001, and Contractor certifies that it has specific statutory authority to enter into and perform this Contract.
- c) The following additional provisions will apply to interlocal contracts:
 - 1) This Contract is entered into pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Tex. Gov. Code Chapter 791;
 - 2) Payments made by DSHS to Contractor will be from current revenues available to DSHS; and
 - 3) Each Party represents that it has been authorized to enter into this Contract.
- d) Contractor agrees that Contract Revision Requests (pursuant to the Contractor's Request for Revision to Certain Contract Provisions section), when signed by a duly authorized representative of Contractor, will be effective as of the effective date specified by the Department, whether that date is prior to or after the date of any ratification by Contractor's governing body.

Section 2.09 Civil Rights Policies and Complaints.

Upon request, Contractor shall provide the Health and Human Services Commission (HHSC) Civil Rights Office with copies of all Contractor's civil rights policies and procedures. Contractor shall notify HHSC's Office of Civil Rights of any civil rights complaints received relating to performance under this Contract no more than ten (10) calendar days after Contractor's receipt of the claim. Notice must be directed to –

Civil Rights Office
 Health and Human Services Commission
 701 W. 51st St., Mail Code W206
 Austin, Texas 78751
 (888) 388-6332 or (512) 438-4313
 TTY Toll-free (877) 432-7232
 HHSCivilRightsOffice@hhsc.state.tx.us

Section 2.10 Licenses, Certifications, Permits, Registrations and Approvals.

Contractor shall obtain and maintain all applicable licenses, certifications, permits, registrations and approvals to conduct its business and to perform the services under this Contract. Failure to obtain or any revocation, surrender, expiration, non-renewal, inactivation or suspension of any such license, certification, permit, registration or approval constitutes grounds for termination of this Contract or other remedies the Department deems appropriate. Contractor shall ensure that all its employees, staff and volunteers obtain and maintain in active status all licenses, certifications, permits, registrations and approvals required to perform their duties under this Contract and shall prohibit any person who does not hold a current, active required license, certification, permit, registration or approval from performing services under this Contract.

Section 2.11 Funding Obligation.

This Contract is contingent upon the availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment of the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce or terminate funding under this Contract. Notice of any restriction or reduction will include instructions and detailed information on how DSHS will fund the services and/or goods to be procured with the restricted or reduced funds.

Section 1.03 Section 2.12 Whistleblower Protection.

Contractor shall include the Whistleblower Protection Enhancement Act and Texas Whistleblower Act protections to grantees, their subgrantees and subcontractors and Contractor must inform its employees of whistleblower rights and remedies.

Section 1.04 Section 2.13 Federal Assistance Identification Number.

Contractor shall include the Federal Assistance Identification Number (FAIN) on each subaward under a Federal award to enable reporting of expenditures according to the FAIN. As a condition of the award, Federal agencies require that all recipients document the assigned FAIN on each subaward under the Federal award.

ARTICLE III SERVICES

Section 3.01 Education to Persons in Residential Facilities.

If applicable, Contractor shall ensure that all persons, who are housed in Department-licensed and/or -funded residential facilities and who are twenty-two (22) years of age or younger, have access to educational services as required by Tex. Educ. Code § 29.012. Contractor shall notify the local education agency or local early intervention program as prescribed by Tex. Educ. Code § 29.012 not later than the third calendar day after the date a person who is twenty-two (22) years of age or younger is placed in Contractor's residential facility.

Section 3.02 Disaster Services.

In the event of a local, state, or federal emergency, including natural, man-made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or as a federal disaster by the appropriate federal official, Contractor may be called upon to assist DSHS in providing services, as appropriate, in the following areas: community evacuation; health and medical assistance; assessment of health and medical needs; health surveillance; medical care personnel; health and medical equipment and supplies; patient evacuation; in-hospital care and hospital facility status; food, drug, and medical device safety; worker health and safety; mental health and substance abuse; public health information; vector control and veterinary services; and victim identification and mortuary services. Contractor shall carry out disaster services in the manner most responsive to the needs of the emergency, be cost-effective, and be least intrusive on Contractor's primary services.

Section 3.03 Consent to Medical Care of a Minor.

If Contractor provides medical, dental, psychological or surgical treatment to a minor under this Contract, either directly or through contracts with subcontractors, Contractor shall not provide treatment of a minor unless informed consent to treatment is obtained pursuant to Tex. Fam. Code Chapter 32, relating to consent to treatment of a child by a non-parent or child or pursuant to other state law. If requirements of federal law relating to consent directly conflict with Tex. Fam. Code Chapter 32, federal law supersedes state law.

Section 3.04 Telemedicine Medical Services.

Contractor shall ensure that if Contractor or its subcontractor uses telemedicine/telepsychiatry that the services are implemented in accordance with written procedures and using a protocol approved by Contractor's medical director and using equipment that complies with the equipment standards as required by the Department. Procedures for providing telemedicine service must include the following requirements:

- a) clinical oversight by Contractor's medical director or designated physician responsible for medical leadership;
- b) contraindication considerations for telemedicine use;
- c) qualified staff members to ensure the safety of the individual being served by telemedicine at the remote site;
- d) safeguards to ensure confidentiality and privacy in accordance with state and federal laws;
- e) use by credentialed licensed providers providing clinical care within the scope of their licenses;
- f) demonstrated competency in the operations of the system by all staff members who are involved in the operation of the system and provision of the services prior to initiating the protocol;
- g) priority in scheduling the system for clinical care of individuals;
- h) quality oversight and monitoring of satisfaction of the individuals served; and
- i) management of information and documentation for telemedicine services that ensures timely access to accurate information between the two sites.

Telemedicine Medical Services does not include chemical dependency treatment services provided by electronic means under Rule § 448.911.

Section 3.05 Fees for Personal Health Services.

Contractor may develop a system and schedule of fees for personal health services in accordance with the provisions of Tex. Health & Safety Code § 12.032, DSHS Rule §1.91 covering Fees for Personal Health Services, and other applicable laws or grant requirements. The amount of a fee must not exceed the actual cost of providing the services. No client may be denied a service due to inability to pay. Any charges assessed to individuals for screenings must be accounted for as Program Income in accordance with the DSHS Contractor's Financial Procedure Manual.

Section 3.06 Cost Effective Purchasing of Medications.

If medications are funded under this Contract, Contractor shall make needed medications available to clients at the lowest possible prices and use the most cost effective medications purchasing arrangement possible.

Section 3.07 Services and Information for Persons with Limited English Proficiency.

Contractor shall take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

Contractor shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter. Contractor shall make every effort to avoid use of any persons under the age of eighteen (18) or any family member or friend of the client as an interpreter for essential communications with a client with limited English proficiency, unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

ARTICLE IV

FUNDING

Section 4.01 Debt to State and Corporate Status.

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Contractor if Contractor is indebted to the State for any reason, including a tax delinquency. Contractor, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). Contractor, if a corporation, further certifies that it is and will remain in good standing with the Secretary of State's office. A false statement regarding franchise tax or corporate status is a material breach of this Contract. If franchise tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Contractor's delinquent franchise tax is paid in full.

Section 4.02 Application of Payment Due.

Contractor agrees that any payments due under this Contract will be applied towards any debt of Contractor, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Section 4.03 Use of Funds.

Contractor shall expend Department funds only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

Section 4.04 Use for Match Prohibited.

Contractor shall not use funds provided through this Contract for matching purposes in securing other funding unless directed or approved by the Department in writing.

Section 4.05 Program Income.

Gross income directly generated from Department funds through a project or activity performed under a Program Attachment and/or earned only as a result of a Program Attachment during the term of the Program Attachment are considered program income. Unless otherwise required under the terms of the grant funding this Contract, Contractor shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of program income to further the program objectives of the state or federal statute under which the Program Attachment was made, and Contractor shall spend the program income on the same Program Attachment project in which it was generated. Contractor shall identify and report this income in accordance with the Compliance and Reporting Article of these General Provisions, the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm> and the provisions of the Program Attachment(s). Contractor shall expend program income during the Program Attachment term and may not carry forward to any succeeding term. Contractor shall refund program income not expended in the term in which it is earned to DSHS. DSHS may base future funding levels, in part, upon Contractor's proficiency in identifying, billing, collecting, and reporting program income, and in using it for the purposes and under the conditions specified in this Contract.

Section 4.06 Nonsupplanting.

Contractor shall not supplant (i.e., use funds from this Contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this Contract) but rather shall use funds from this Contract to supplement existing state or local funds currently available for a particular activity. Contractor shall make a good faith effort to maintain its current level of support. Contractor may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE V PAYMENT METHODS AND RESTRICTIONS

Section 5.01 Payment Methods.

Except as otherwise provided by the provisions of the Program Attachment(s), the payment method for each Program Attachment will be one of the following methods:

- a) cost reimbursement. This payment method is based on an approved budget in the Program Attachment(s) and acceptable submission of a request for reimbursement; or
- b) unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service, as stated in the Program Attachment(s) and acceptable submission of all required documentation, forms and/or reports.

Section 5.02 Billing Submission.

Contractors shall bill the Department in accordance with the Program Attachment(s) in the form and format prescribed by DSHS. Unless otherwise specified in the Program Attachment(s) or permitted under the Third Party Payors section of this Article, Contractor shall submit requests for reimbursement or payment monthly by the last business day of the month following the end of the month covered by the bill. Contractor shall maintain all documentation that substantiates billing submissions and make the documentation available to DSHS upon request.

Section 5.03 Final Billing Submission.

Unless otherwise provided by the Department, Contractor shall submit a reimbursement or payment request as a final close-out bill not later than forty-five (45) calendar days following the end of the term of the Program Attachment for goods received and services rendered during the term. If necessary to meet this deadline, Contractor may submit reimbursement or payment requests by facsimile transmission. Reimbursement or payment requests received in DSHS's offices more than forty-five (45) calendar days following the end of the applicable term will not be paid. Consideration of requests for an exception will be made on a case-by-case basis, subject to the availability of funding, and only for an extenuating circumstance, such as a catastrophic event, natural disaster, or criminal activity that substantially interferes with normal business operations or causes damage or destruction of a place of business and/or records. A written statement describing the extenuating circumstance and the last request for reimbursement must be submitted for review and approval to the DSHS Accounting Section.

Section 5.04 Working Capital Advance.

If allowed under this Contract, a single one-time working capital advance per term of the Program Attachment may be granted at the Department's discretion. Contractor must submit documentation to the contract manager assigned to the Program Attachment to justify the need for a working capital advance. Contractor shall liquidate the working capital advance as directed by the Department. The requirements for the documentation justifying the need for an advance and the directions for liquidating the advance are found in the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtml>.

Section 5.05 Financial Status Reports (FSRs).

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Contractor shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for Department review and financial assessment. Contractor shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

Section 5.06 Third Party Payors.

A third party payor is any person or entity who has the legal responsibility for paying for all or part of the services provided. Third party payors include, but are not limited to, commercial health or liability insurance carriers, Medicaid, or other federal, state, local, and private funding sources. Except as provided in this Contract, Contractor shall screen all clients and shall not bill the Department for services eligible for reimbursement from third party payors. Contractor shall (a) enroll as a provider in Children's Health Insurance Program and Medicaid if providing approved services authorized under this Contract that may be covered by those programs, and bill those programs for the covered services; (b) provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs; (c) allow clients who are

otherwise eligible for Department services, but cannot pay a deductible required by a third party payor, to receive services up to the amount of the deductible and to bill the Department for the deductible; (d) not bill the Department for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted, in which case the thirty (30)-day requirement in the Billing Submission section will be extended until all such appeals have been exhausted; (e) maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement; (f) bill all third party payors for services provided under this Contract before submitting any request for reimbursement to Department; and (g) provide third party billing functions at no cost to the client.

ARTICLE VI TERMS AND CONDITIONS OF PAYMENT

Section 6.01 Prompt Payment.

Upon receipt of a timely, undisputed invoice pursuant to this Contract, Department will pay Contractor. Payments and reimbursements are contingent upon a signed Contract and will not exceed the total amount of authorized funds under this Contract. Contractor is entitled to payment or reimbursement only if the service, work, and/or product has been authorized by the Department and performed or provided pursuant to this Contract. If those conditions are met, Department will make payment in accordance with the Texas prompt payment law (Tex. Gov. Code Chapter 2251). Contractor shall comply with Tex. Gov. Code Chapter 2251 regarding its prompt payment obligations to subcontractors.

Section 6.02 Department Review.

Payment of invoices by the Department will not constitute acceptance or approval of Contractor's performance, and all invoices and Contractor's performance are subject to audit or review and recoupment of payments by the Department.

Section 6.03 Withholding Payments.

Department may withhold all or part of any payments to Contractor to offset reimbursement for any ineligible expenditures, disallowed costs, or overpayments that Contractor has not refunded to Department, or if financial status report(s) required by the Department are not submitted by the date(s) due. Department may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Contractor's repayment obligations.

Section 6.04 Condition Precedent to Requesting Payment.

Contractor shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting cash payments including any advance payments from Department.

Section 6.05 Acceptance as Payment in Full.

Except as permitted in the Fees for Personal Health Services section of the Services Article of these General Provisions or under 25 Tex. Admin. Code § 444.413, Contractor shall accept reimbursement or payment from DSHS as payment in full for services or goods provided to clients or participants, and Contractor shall not seek additional reimbursement or payment for services or goods from clients

or participants or charge a fee or make a profit with respect to the Contract. A fee or profit is considered to be an amount in excess of actual allowable costs that are incurred in conducting an assistance program.

ARTICLE VII ALLOWABLE COSTS AND AUDIT REQUIREMENTS

Section 7.01 Allowable Costs.

For services satisfactorily performed, and sufficiently documented, pursuant to this Contract, DSHS will reimburse Contractor for allowable costs. Contractor must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. DSHS will determine whether costs submitted by Contractor are allowable and eligible for reimbursement. If DSHS has paid funds to Contractor for unallowable or ineligible costs, DSHS will notify Contractor in writing, and Contractor shall return the funds to DSHS within thirty (30) calendar days of the date of this written notice. DSHS may withhold all or part of any payments to Contractor to offset reimbursement for any unallowable or ineligible expenditures that Contractor has not refunded to DSHS, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). DSHS may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Contractor's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	OMB Circular A-87 (2 CFR, Part 225)	OMB Circular A-133 and UGMS	UGMS, OMB Circular A-102, and applicable Federal awarding agency common rule
Educational Institutions	OMB Circular A-21 (2 CFR, Part 220)	OMB Circular A-133	OMB Circular A-110 (2 CFR, Part 215) and applicable Federal awarding agency common rule; and UGMS, as applicable
Non-Profit Organizations	OMB Circular A-122 (2 CFR, Part 230)	OMB Circular A-133 and UGMS	UGMS; OMB Circular A-110 (2 CFR, Part 215) and applicable Federal awarding agency common rule
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	OMB Circular A-133 and UGMS	UGMS and applicable Federal awarding agency common rule

A chart of applicable Federal awarding agency common rules is located through a weblink on the DSHS website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

Section 7.02 Independent Single or Program-Specific Audit.

If Contractor within Contractor's fiscal year expends a total amount of at least \$500,000 in federal funds awarded, Contractor shall have a single audit or program-specific audit in accordance with the Office of Management and Budget (OMB) Circ. No. A-133, the Single Audit Act of 1984, P L 98-502, 98 Stat. 2327, and the Single Audit Act Amendments of 1996, P L 104-156, 110 Stat. 1396. The \$500,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Contractor within Contractor's fiscal year expends a total amount of at least \$500,000 in state funds awarded, Contractor must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Contractors whose expenditures meet or exceed the federal and/or state expenditure thresholds stated above shall follow the guidelines in OMB Circular A-133 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Contractor to complete the Single Audit Status Registration Form. If Contractor fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Contractor shall be subject to DSHS sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS, which is accessible through a web link on the DSHS website at <http://www.dshs.state.tx.us/contracts/links.shtm>. Contractor shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS. Contractor, unless Contractor is a state governmental entity, shall competitively re-procure independent single audit services at least every six (6) years.

Section 7.03 Submission of Audit.

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Contractor shall submit one copy to the Department's Contract Oversight and Support Section, and one copy to the OIG, at the following addresses:

Department of State Health Services
Contract Oversight and Support, Mail Code
1326
P.O. Box 149347
Austin, Texas 78714-9347

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to DSHS should be addressed as follows:
COContractAdministration@dshs.state.tx.us

Electronic submission to HHSC should be addressed as follows:
Queenah.Teamah@hhsc.state.tx.us

If Contractor fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Contractor of an audit report, Contractor shall be subject to DSHS sanctions and remedies for non-compliance with this Contract.

ARTICLE VIII CONFIDENTIALITY

Section 8.01 Maintenance of Confidentiality.

Contractor shall maintain the privacy and confidentiality of information and records received during or related to the performance of this Contract, including patient and client records that contain protected health information (PHI), and any other information that discloses confidential personal information or identifies any client served by DSHS, in accordance with applicable federal and state laws, rules and regulations, including but not limited to 7 CFR Part 246; 42 CFR Part 2; 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act [HIPAA]); Tex. Health & Safety Code Chapters 12, 47, 81, 82, 85, 88, 92, 161, 181, 241, 245, 251, 534, 576, 577, 596, 611, and 773; and Tex. Occ. Code Chapters 56 and 159 and all applicable rules and regulations.

Section 8.02 Department Access to PHI and Other Confidential Information.

Contractor shall cooperate with Department to allow Department to request, collect and receive PHI and other confidential information under this Contract, without the consent of the individual to whom the PHI relates, for funding, payment and administration of the grant program, and for purposes permitted under applicable state and federal confidentiality and privacy laws.

Section 8.03 Exchange of Client-Identifying Information.

Except as prohibited by other law, Contractor and DSHS shall exchange PHI without the consent of clients in accordance with 45 CFR § 164.504(e)(3)(i)(B), Tex. Health & Safety Code § 533.009 and Rule Chapter 414, Subchapter A or other applicable laws or rules. Contractor shall disclose information described in Tex. Health & Safety Code § 614.017(a)(2) relating to special needs offenders, to an agency described in Tex. Health & Safety Code § 614.017(c) upon request of that agency, unless Contractor documents that the information is not allowed to be disclosed under 45 CFR Part 164 or other applicable law.

Section 8.04 Security of Patient or Client Records.

Contractor shall maintain patient and client records in compliance with state and federal law relating to security and retention of medical or mental health and substance abuse patient and client records. Department may require Contractor to transfer original or copies of patient and client records to Department, without the consent or authorization of the patient or client, upon termination of this Contract or a Program Attachment to this Contract, as applicable, or if the care and treatment of the individual patient or client is transferred to another entity. Prior to providing services funded under this Contract to a patient or client, Contractor shall attempt to obtain consent from the patient or client to transfer copies of patient or client records to another entity funded by DSHS upon termination of this Contract or a Program Attachment to this Contract, as applicable, or if care or treatment is transferred to another DSHS-funded contractor.

Section 8.05 HIV/AIDS Model Workplace Guidelines.

If providing direct client care, services, or programs, Contractor shall implement Department's policies based on the HIV/AIDS (human immunodeficiency virus/acquired immunodeficiency syndrome) Model Workplace Guidelines for Businesses, State Agencies, and State Contractors, Policy No. 090.021, and Contractor shall educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Tex. Health & Safety Code § 85.112-114. A link to the Model Workplace Guidelines can be found at <http://www.dshs.state.tx.us/hivstd/policy/policies.shtm>.

ARTICLE IX REQUIRED DISCLOSURES

Section 9.01 Texas Public Information Act.

Notwithstanding any provision in this Contract to the contrary, the Department will comply with the Texas Public Information Act, Texas Government Code, Chapter 552, as interpreted by judicial opinions and the opinions of the Attorney General of the State of Texas. If Contractor is not a state agency, institution of higher education or other governmental entity, then Contractor is required to make any information created or exchanged with the state pursuant to a contract, which is not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

ARTICLE X RECORDS RETENTION

Section 10.01 Retention.

Contractor shall retain and preserve records in accordance with applicable state and federal statutes, rules and regulations. At a minimum, Contractor shall retain and preserve all other records, including financial records that are generated or collected by Contractor under the provisions of this Contract, for a period of four (4) years after the termination of this Contract. If services are funded through Medicaid, the federal retention period, if more than four (4) years, will apply. Contractor shall retain all records pertaining to this Contract that are the subject of litigation or an audit until the litigation has ended or all questions pertaining to the audit are resolved. Legal requirements for Contractor may extend beyond the retention schedules established in this section. Contractor shall retain medical records in accordance with Tex. Admin. Code Title 22, Part 9, § 165.1(b) and (c) or other applicable statutes, rules and regulations governing medical information. Contractor shall include this provision concerning records retention in any subcontract it awards. If Contractor ceases business operations, it shall ensure that records relating to this Contract are securely stored and are accessible by the Department upon Department's request for at least four (4) years from the date Contractor ceases business or from the date this Contract terminates, whichever is sooner. Contractor shall provide, and update as necessary, the name and address of the party responsible for storage of records to the contract manager assigned to the Program Attachment .

ARTICLE XI ACCESS, INSPECTION AND AUDIT OF RECORDS

Section 11.01 Access and Inspection.

In addition to any right of access arising by operation of law, Contractor, and any of Contractor's affiliate or subsidiary organizations or subcontractors shall permit the Department or any of its duly

authorized representatives, as well as duly authorized federal, state or local authorities, including the Comptroller General of the United States, OIG, and the State Auditor's Office (SAO), unrestricted access to and the right to examine any site where business is conducted or client services are performed, and all records (including financial records, client and patient records, if any, and Contractor's personnel records and governing body personnel records), books, papers or documents related to this Contract; and the right to interview members of Contractor's governing body, staff, volunteers, participants and clients concerning the Contract, Contractor's business and client services. If deemed necessary by the Department or the OIG, for the purpose of investigation or hearing, Contractor shall produce original documents related to this Contract. The Department and HHSC will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Contractor shall make available to the Department information collected, assembled or maintained by Contractor relative to this Contract for the Department to respond to requests that it receives under the Public Information Act. Contractor shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any subcontract it awards.

Section 11.02 State Auditor's Office.

Contractor shall, upon request, make all records, books, papers, documents, or recordings related to this Contract available for inspection, audit, or reproduction during normal business hours to any authorized representative of the SAO. Contractor understands that the acceptance of funds under this Contract acts as acceptance of the authority of the SAO, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor shall cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested, and providing access to any information the SAO considers relevant to the investigation or audit. The SAO's authority to audit funds will apply to Contract funds disbursed by Contractor to its subcontractors, and Contractor shall include this provision concerning the SAO's authority to audit and the requirement to cooperate, in any subcontract Contractor awards.

Section 11.03 Responding to Deficiencies.

Any deficiencies identified by DSHS or HHSC upon examination of Contractor's records or during an inspection of Contractor's site(s) will be conveyed in writing to Contractor. Contractor shall submit, by the date prescribed by DSHS, a resolution to the deficiency identified in a site inspection, program or management review or financial audit to the satisfaction of DSHS or, if directed by DSHS, a corrective action plan to resolve the deficiency. A DSHS or HHSC determination of either an inadequate or inappropriate resolution of the findings may result in contract remedies or sanctions under the Breach of Contract and Remedies for Non-Compliance Article of these General Provisions.

ARTICLE XII NOTICE REQUIREMENTS

Section 12.01 Child Abuse Reporting Requirement.

This section applies to mental health and substance abuse contractors and contractors for the following public health programs: Human Immunodeficiency Virus/Sexually Transmitted Diseases

(HIV/STD); Family Planning (Titles V, X and XX); Primary Health Care; Maternal and Child Health; and Women, Infants and Children (WIC) Nutrition Services. Contractor shall comply with child abuse reporting guidelines and requirements in Tex. Fam. Code Chapter 261 relating to investigations of reports of child abuse and neglect. Contractor shall develop, implement and enforce a written policy that includes at a minimum the Department's Child Abuse Screening, Documenting, and Reporting Policy for Contractors/Providers and train all staff on reporting requirements. Contractor shall use the DSHS Child Abuse Reporting Form as required by the Department located at www.dshs.state.tx.us/childabusereporting. Contractor shall retain reporting documentation on site and make it available for inspection by DSHS.

Section 12.02 Significant Incidents.

In addition to notifying the appropriate authorities, Contractor shall report to the contract manager assigned to the Program Attachment significant incidents involving substantial disruption of Contractor's program operation, or affecting or potentially affecting the health, safety or welfare of Department-funded clients or participants within seventy-two (72) hours of discovery.

Section 12.03 Litigation.

Contractor shall notify the contract manager assigned to the Program Attachment of litigation related to or affecting this Contract and to which Contractor is a party within seven (7) calendar days of becoming aware of such a proceeding. This includes, but is not limited to an action, suit or proceeding before any court or governmental body, including environmental and civil rights matters, professional liability, and employee litigation. Notification must include the names of the parties, nature of the litigation and remedy sought, including amount of damages, if any.

Section 12.04 Contract or License Action Against the Contractor.

Contractor shall notify the contract manager assigned to the Contract if Contractor has had a contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within three (3) working days of the suspension or termination. Such notification must include the reason for such action; the name and contact information of the local, state or federal department or agency or entity; the date of the contract; the date of the suspension or termination; and the contract or case reference number. If Contractor, as an organization, has surrendered its license or has had its license suspended or revoked by any local, state or federal department or agency or nonprofit entity, it shall disclose this information within three (3) working days of the surrender, suspension or revocation to the contract manager assigned to the Program Attachment by submitting a one-page description that includes the reason(s) for such action; the name and contact information of the local, state or federal department or agency or entity; the date of the license action; and a license or case reference number.

Section 12.05 Insolvency.

Contractor shall notify in writing the contract manager assigned to the Program Attachment of Contractor's insolvency, incapacity, or outstanding unpaid obligations to the Internal Revenue Service (IRS) or Texas Workforce Commission (TWC) within three (3) working days of the date of

determination that Contractor is insolvent or incapacitated, or the date Contractor discovered an unpaid obligation to the IRS or TWC. Contractor shall notify in writing the contract manager assigned to the Program Attachment of its plan to seek bankruptcy protection within three (3) working days of such action by Contractor's governing body.

Section 12.06 Misuse of Funds and Performance Malfeasance.

Contractor shall report to the contract manager assigned to the Program Attachment, any knowledge of debarment, suspected fraud, program abuse, possible illegal expenditures, unlawful activity, or violation of financial laws, rules, policies, and procedures related to performance under this Contract. Contractor shall make such report no later than three (3) working days from the date that Contractor has knowledge or reason to believe such activity has taken place. Additionally, if this Contract is federally funded by the Department of Health and Human Services (HHS), Contractor shall report any credible evidence that a principal, employee, subcontractor or agent of Contractor, or any other person, has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Contractor shall make this report to the SAO at <http://sao.fraud.state.tx.us>, and to the HHS Office of Inspector General at <http://www.oig.hhs.gov/fraud/hotline/> no later than three (3) working days from the date that Contractor has knowledge or reason to believe such activity has taken place.

Section 12.07 Criminal Activity and Disciplinary Action.

Contractor affirms that no person who has an ownership or controlling interest in the organization or who is an agent or managing employee of the organization has been placed on community supervision, received deferred adjudication, is presently indicted for or has been convicted of a criminal offense related to any financial matter, federal or state program or felony sex crime. Contractor shall notify in writing the contract manager assigned to the Program Attachment if it has reason to believe Contractor, or a person with ownership or controlling interest in the organization or who is an agent or managing employee of the organization, an employee or volunteer of Contractor, or a subcontractor providing services under this Contract has engaged in any activity that would constitute a criminal offense equal to or greater than a Class A misdemeanor or if such activity would reasonably constitute grounds for disciplinary action by a state or federal regulatory authority, or has been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime. Contractor shall make the reports required by this section no later than three (3) working days from the date that Contractor has knowledge or reason to believe such activity has taken place. Contractor shall not permit any person who engaged, or was alleged to have engaged, in an activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed by DSHS.

Section 12.08 Retaliation Prohibited.

Contractor shall not retaliate against any person who reports a violation of, or cooperates with an investigation regarding, any applicable law, rule, regulation or standard to the Department, another state agency, or any federal, state or local law enforcement official.

Section 12.09 Documentation.

Contractor shall maintain appropriate documentation of all notices required under these General Provisions.

ARTICLE XIII ASSURANCES AND CERTIFICATIONS

Section 13.01 Certification.

Contractor certifies by execution of this Contract to the following:

- a) it is not disqualified under 2 CFR §376.935 or ineligible for participation in federal or state assistance programs;
- b) neither it, nor its principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency in accordance with 2 CFR Parts 376 and 180 (parts A-I), 45 CFR Part 76 (or comparable federal regulations);
- c) it has not knowingly failed to pay a single substantial debt or a number of outstanding debts to a federal or state agency;
- d) it is not subject to an outstanding judgment in a suit against Contractor for collection of the balance of a debt;
- e) it is in good standing with all state and/or federal agencies that have a contracting or regulatory relationship with Contractor;
- f) that no person who has an ownership or controlling interest in Contractor or who is an agent or managing employee of Contractor has been convicted of a criminal offense related to involvement in any program established under Medicare, Medicaid, or a federal block grant;
- g) neither it, nor its principals have within the three(3)-year period preceding this Contract, has been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a private or public (federal, state or local) transaction or contract under a private or public transaction, violation of federal or state antitrust statutes (including those proscribing price-fixing between competitors, allocation of customers between competitors and bid-rigging), or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or false claims, tax evasion, obstruction of justice, receiving stolen property or any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of Contractor or its principals;
- h) neither it, nor its principals is presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with the commission of any of the offenses enumerated in subsection g) of this section; and
- i) neither it, nor its principals within a three(3)-year period preceding this Contract has had one or more public transaction (federal, state or local) terminated for cause or default.

Contractor shall include the certifications in this Article in all subcontracts and solicitations for subcontracts. Where Contractor is unable to certify to any of the statements in this Article, Contractor shall submit an explanation to the contract manager assigned to the Program Attachment . If Contractor's status with respect to the items certified in this Article changes during the term of this Contract, Contractor shall immediately notify the contract manager assigned to the Program Attachment .

Section 13.02 Child Support Delinquencies.

As required by Tex. Fam. Code § 231.006, a child support obligor who is more than thirty (30) calendar days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from state funds under a contract to provide property, materials, or services or receive a state-funded grant or loan. If applicable, Contractor shall maintain its eligibility to receive payments under this Contract, certifies that it is not ineligible to receive the payments specified in this Contract, and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

Section 13.03 Authorization.

Contractor certifies that it possesses legal authority to contract for the services described in this Contract and, if applicable, that a resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the binding of the organization under this Contract including all understandings and assurances contained in this Contract, and directing and authorizing the person identified as the authorized representative of Contractor to act in connection with this Contract and to provide such additional information as may be required.

Section 13.04 Gifts and Benefits Prohibited.

Contractor certifies that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, present or future employment, gift, loan, gratuity, special discount, trip, favor, service or anything of monetary value to a DSHS or HHSC official or employee in connection with this Contract.

Section 13.05 Ineligibility to Receive the Contract.

(a) Pursuant to Tex. Gov. Code § 2155.004 and federal law, Contractor is ineligible to receive this Contract if this Contract includes financial participation by a person who received compensation from DSHS to participate in developing, drafting or preparing the specifications, requirements, statement(s) of work or Solicitation Document on which this Contract is based. Contractor certifies that neither Contractor, nor its employees, nor anyone acting for Contractor has received compensation from DSHS for participation in the development, drafting or preparation of specifications, requirements or statement(s) of work for this Contract or in the Solicitation Document on which this Contract is based; (b) pursuant to Tex. Gov. Code §§ 2155.006 and 2261.053, Contractor is ineligible to receive this Contract, if Contractor or any person who would have financial participation in this Contract has been convicted of violating federal law, or been assessed a federal civil or administrative penalty, in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or any other disaster occurring after September 24, 2005; (c) Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract under Tex. Gov. Code §§ 2155.004, 2155.006 or 2261.053, and acknowledges that this Contract may be terminated and payment withheld if these certifications are inaccurate.

Section 13.06 Antitrust.

Pursuant to 15 USC § 1, et seq. and Tex. Bus. & Comm. Code § 15.01, et seq. Contractor certifies that neither Contractor, nor anyone acting for Contractor has violated the antitrust laws of this state or federal antitrust laws, nor communicated directly or indirectly regarding a bid with any competitor or any other person engaged in Contractor's line of business for the purpose of substantially lessening competition in such line of business.

Section 13.07 Initiation and Completion of Work.

Contractor certifies that it shall initiate and complete the work under this Contract within the applicable time frame prescribed in this Contract.

ARTICLE XIV GENERAL BUSINESS OPERATIONS OF CONTRACTOR

Section 14.01 Responsibilities and Restrictions Concerning Governing Body, Officers and Employees.

Contractor and its governing body shall bear full responsibility for the integrity of the fiscal and programmatic management of the organization. This provision applies to all organizations, including Section 501(c)(3) organizations as defined in the Internal Revenue Service Code as not-for-profit organizations. Each member of Contractor's governing body shall be accountable for all funds and materials received from Department. The responsibility of Contractor's governing body shall also include accountability for compliance with Department Rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and Department's monitoring processes. Further, Contractor's governing body shall ensure separation of powers, duties, and functions of governing body members and staff. Staff members, including the executive director, shall not serve as voting members of Contractor's governing body. No member of Contractor's governing body, or officer or employee of Contractor shall vote for, confirm or act to influence the employment, compensation or change in status of any person related within the second degree of affinity or the third degree of consanguinity (as defined in Tex. Gov. Code Chapter 573) to the member of the governing body or the officer or any employee authorized to employ or supervise such person. This prohibition does not prohibit the continued employment of a person who has been continuously employed for a period of two (2) years prior to the election, appointment or employment of the officer, employee, or governing body member related to such person in the prohibited degree. These restrictions also apply to the governing body, officers and employees of Contractor's subcontractors. Ignorance of any Contract provisions or other requirements contained or referred to in this Contract will not constitute a defense or basis for waiving or appealing such provisions or requirements.

Section 14.02 Management and Control Systems.

Contractor shall comply with all the requirements of the Department's Contractor's Financial Procedures Manual, and any of its subsequent amendments, which is available at the Department's web site: <http://www.dshs.state.tx.us/contracts/cfpm.shtm>. Contractor shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met during

the term of the contract through the completion of the closeout procedures. Contractor shall develop, implement, and maintain financial management and control systems that meet or exceed the requirements of UGMS and adhere to procedures detailed in Department's Contractor's Financial Procedures Manual. Those requirements and procedures include, at a minimum, the following:

- a) financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs;
- b) financial management systems that include accurate accounting records that are accessible and identify the source and application of funds provided under each Program Attachment of this Contract, and original source documentation substantiating that costs are specifically and solely allocable to a Program Attachment and are traceable from the transaction to the general ledger; and
- c) effective internal and budgetary controls; comparison of actual costs to budget; determination of reasonableness, allowableness, and allocability of costs; timely and appropriate audits and resolution of any findings; billing and collection policies; and a mechanism capable of billing and making reasonable efforts to collect from clients and third parties.

Section 14.03 Insurance.

Contractor shall maintain insurance or other means of repairing or replacing assets purchased with Department funds. Contractor shall repair or replace with comparable equipment any such equipment not covered by insurance that is lost, stolen, damaged or destroyed. If any insured equipment purchased with DSHS funds is lost, stolen, damaged or destroyed, Contractor shall notify the contract manager assigned to the Program Attachment to obtain instructions whether to submit and pursue an insurance claim. Contractor shall use any insurance proceeds to repair the equipment or replace the equipment with comparable equipment or remit the insurance proceeds to DSHS.

Section 14.04 Fidelity Bond.

For the benefit of DSHS, Contractor is required to carry a fidelity bond or insurance coverage equal to the amount of funding provided under this Contract up to \$100,000 that covers each employee of Contractor handling funds under this Contract, including person(s) authorizing payment of such funds. The fidelity bond or insurance must provide for indemnification of losses occasioned by (1) any fraudulent or dishonest act or acts committed by any of Contractor's employees, either individually or in concert with others, and/or (2) failure of Contractor or any of its employees to perform faithfully his/her duties or to account properly for all monies and property received by virtue of his/her position or employment. The bond or insurance acquired under this section must include coverage for third party property. Contractor shall notify, and obtain prior approval from, the DSHS Contract Oversight and Support Section before settling a claim on the fidelity bond or insurance.

Section 14.05 Liability Coverage.

For the benefit of DSHS, Contractor shall at all times maintain liability insurance coverage, referred to in Tex. Gov. Code § 2261.102, as "director and officer liability coverage" or similar coverage for all persons in management or governing positions within Contractor's organization or with management or governing authority over Contractor's organization (collectively "responsible persons"). Contractor shall maintain copies of liability policies on site for inspection by DSHS and shall submit copies of policies to DSHS upon request. This section applies to entities that are organized as non-profit corporations under the Texas Non-Profit Corporation Act; for-profit

corporations organized under the Texas Business Corporations Act; and any other legal entity. Contractor shall maintain liability insurance coverage in an amount not less than the total value of this Contract and that is sufficient to protect the interests of Department in the event an actionable act or omission by a responsible person damages Department's interests. Contractor shall notify, and obtain prior approval from, the DSHS Contract Oversight and Support Section before settling a claim on the insurance.

Section 14.06 Overtime Compensation.

Except as provided in this section, Contractor shall be responsible for any obligations of premium overtime pay due employees. Premium overtime pay is defined as any compensation paid to an individual in addition to the employee's normal rate of pay for hours worked in excess of normal working hours. Funds provided under this Contract may be used to pay the premium portion of overtime only under the following conditions: 1) with the prior written approval of DSHS; 2) temporarily, in the case of an emergency or an occasional operational bottleneck; 3) when employees are performing indirect functions, such as administration, maintenance, or accounting; 4) in performance of tests, laboratory procedures, or similar operations that are continuous in nature and cannot reasonably be interrupted or otherwise completed; or 5) when lower overall cost to DSHS will result.

Section 14.07 Program Site.

Contractor shall provide services only in locations that are in compliance with all applicable local, state and federal zoning, building, health, fire, and safety standards.

Section 14.08 Cost Allocation Plan.

Contractor shall submit a Cost Allocation Plan in the format provided in the Department's Contractor's Financial Procedures Manual to the Department's Contract Oversight and Support Section, at Mail Code 1326, P.O. Box 149347, Austin, Texas 78714-9347, or by email to <mailto:coscap@dshs.state.tx.us> no later than the 60th calendar day after the effective date of the Contract, except when a Contractor has a current Cost Allocation Plan on file with the Department. Contractor shall implement and follow the applicable Cost Allocation Plan. If Contractor's plan is the same as the plan previously submitted to DSHS, by signing this Contract, Contractor certifies that its current Cost Allocation Plan for the current year is the same as the plan previously submitted. If the Cost Allocation Plan changes during the Contract term, Contractor shall submit a new Cost Allocation Plan to the Contract Oversight and Support Section within thirty (30) calendar days after the effective date of the change. Cost Allocation Plans must comply with the guidelines provided in the Department's Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtml>.

Section 14.09 No Endorsement.

Other than stating the fact that Contractor has a contract with DSHS, Contractor and its subcontractors are prohibited from publicizing the contractual relationship between Contractor and DSHS, and from using the Department's name, logo or website link in any manner that is intended,

or that could be perceived, as an endorsement or sponsorship by DSHS or the State of Texas of Contractor's organization, program, services or product, without the express written consent of DSHS.

Section 14.10 Historically Underutilized Businesses (HUBs).

If Contractor was not required to submit a HUB subcontracting plan and if subcontracting is permitted under this Program Attachment, Contractor is encouraged to make a good faith effort to consider subcontracting with HUBs in accordance with Tex. Gov. Code Chapter 2161 and 34 Tex. Admin. Code § 20.10 et seq. Contractors may obtain a list of HUBs at <http://www.window.state.tx.us/procurement/prog/hub>. If Contractor has filed a HUB subcontracting plan, the plan is incorporated by reference in this Contract. If Contractor desires to make a change in the plan, Contractor must obtain prior approval from the Department's HUB Coordinator of the revised plan before proposed changes will be effective under this Contract. Contractor shall make a good faith effort to subcontract with HUBs during the performance of this Contract and shall report HUB subcontract activity to the Department's HUB Coordinator by the 15th day of each month for the prior month's activity, if there was any such activity, in accordance with 34 Tex. Admin. Code § 20.16(b).

Section 14.11 Buy Texas.

Contractor shall purchase products and materials produced in Texas when the products and materials are available at a price and time comparable to products and materials produced outside of Texas as required by Tex. Gov. Code § 2155.4441.

Section 14.12 Contracts with Subrecipient and Vendor Subcontractors.

Contractor may enter into contracts with subrecipient subcontractors unless restricted or otherwise prohibited in a specific Program Attachment(s). Prior to entering into a subrecipient agreement equaling or exceeding \$100,000, Contractor shall obtain written approval from DSHS. Contractor shall establish written policies and procedures for competitive procurement and monitoring of subcontracts and shall produce a subcontracting monitoring plan. Contractor shall monitor subrecipient subcontractors for both financial and programmatic performance and shall maintain pertinent records that must be available for inspection by DSHS. Contractor shall ensure that subcontractors are fully aware of the requirements placed upon them by state/federal statutes, rules, and regulations and by the provisions of this Contract.

Contracts with all subcontractors, whether vendor or subrecipient, must be in writing and include the following:

- a) name and address of all parties and the subcontractor's Vendor Identification Number (VIN) or Employee Identification Number (EIN);
- b) a detailed description of the services to be provided;
- c) measurable method and rate of payment and total not-to-exceed amount of the contract;
- d) clearly defined and executable termination clause; and
- e) beginning and ending dates that coincide with the dates of the applicable Program Attachment(s) or that cover a term within the beginning and ending dates of the applicable Program Attachment(s).

Contractor is responsible to DSHS for the performance of any subcontractor. Contractor shall not contract with a subcontractor, at any tier, that is debarred, suspended, or excluded from or ineligible for participation in federal assistance programs; or if the subcontractor would be ineligible under the following sections of these General Provisions: Ineligibility to Receive the Contract section (Assurances and Certifications Article); or the Conflict of Interest or Transactions Between Related Parties sections (General Terms Article).

Section 14.13 Status of Subcontractors.

Contractor shall require all subcontractors to certify that they are not delinquent on any repayment agreements; have not had a required license or certification revoked; and have not had a contract terminated by the Department. Contractors shall further require that subcontractors certify that they have not voluntarily surrendered within the past three (3) years any license issued by the Department.

Section 14.14 Incorporation of Terms in Subrecipient Subcontracts.

Contractor shall include in all its contracts with subrecipient subcontractors and solicitations for subrecipient subcontracts, without modification (except as required to make applicable to the subcontractor), (1) the certifications stated in the Assurances and Certifications Article; (2) the requirements in the Conflicts of Interest section and the Transaction Between Related Parties section of the General Terms Article; and (3) a provision granting to DSHS, SAO, OIG, and the Comptroller General of the United States, and any of their representatives, the right of access to inspect the work and the premises on which any work is performed, and the right to audit the subcontractor in accordance with the Access and Inspection Article in these General Provisions. Each subrecipient subcontract contract must also include a copy of these General Provisions and a copy of the Statement of Work and any other provisions in the Program Attachment(s) applicable to the subcontract. Contractor shall ensure that all written agreements with subrecipient subcontractors incorporate the terms of this Contract so that all terms, conditions, provisions, requirements, duties and liabilities under this Contract applicable to the services provided or activities conducted by a subcontractor are passed down to that subcontractor. No provision of this Contract creates privity of contract between DSHS and any subcontractor of Contractor. If a subcontractor is unable to certify to any of the statements in Section 14.13 or any of the certifications stated in the Assurances and Certifications Article, Contractor shall submit an explanation to the contract manager assigned to the Program Attachment . If the subcontractor's status with respect to the items certified in Section 14.13 or the assurances stated in the Assurances and Certifications Article changes during the term of this Contract, Contractor shall immediately notify the contract manager assigned to the Program Attachment .

Section 14.15 Independent Contractor.

Contractor is an independent contractor. Contractor shall direct and be responsible for the performance of its employees, subcontractors, joint venture participants or agents. Contractor is not an agent or employee of the Department or the State of Texas for any purpose whatsoever. For purposes of this Contract, Contractor acknowledges that its employees, subcontractors, joint venture participants or agents will not be eligible for unemployment compensation from the Department or the State of Texas.

Section 14.16 Authority to Bind.

The person or persons signing this Contract on behalf of Contractor, or representing themselves as signing this Contract on behalf of Contractor, warrant and guarantee that they have been duly authorized by Contractor to execute this Contract for Contractor and to validly and legally bind Contractor to all of its terms.

Section 14.17 Tax Liability.

Contractor shall comply with all state and federal tax laws and is solely responsible for filing all required state and federal tax forms and making all tax payments. If the Department discovers that Contractor has failed to remain current on a liability to the IRS, this Contract will be subject to remedies and sanctions under this Contract, including immediate termination at the Department's discretion. If the Contract is terminated under this section, the Department will not enter into a contract with Contractor for three (3) years from the date of termination.

Section 14.18 Notice of Organizational Change.

Contractor shall submit written notice to the contract manager assigned to the Program Attachment within ten (10) business days of any change to the Contractor's name; contact information; key personnel, officer, director or partner; organizational structure, such as merger, acquisition or change in form of business; legal standing; or authority to do business in Texas. A change in Contractor's name and certain changes in organizational structure require an amendment to this Contract in accordance with the Amendments section of these General Provisions.

Section 14.19 Quality Management.

Contractor shall comply with quality management requirements as directed by the Department.

Section 14.20 Equipment.

Equipment means an article of nonexpendable, tangible personal property having a useful lifetime of more than one year and an acquisition cost of \$5,000 or more. Contractors shall inventory all equipment, and report the inventory on the Contractors Property Inventory Form as required under Section 14.23. Contractor shall initiate the purchase of all equipment approved in writing by DSHS, in the first quarter of the Contract or Program Attachment term, as applicable. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter of the Program Attachment must be submitted to the contract manager assigned to the Program Attachment.

Section 14.21 Supplies.

Supplies are defined as consumable items necessary to carry out the services under this Contract including medical supplies, drugs, janitorial supplies, office supplies, patient educational supplies, software, and any items of tangible personal property other than those defined as equipment above. Tangible personal property includes controlled assets, including firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more, but less than

\$5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment are also considered Supplies. Prior approval by DSHS of the purchase of controlled assets is not required, but such purchases must be reported on the Contractors Property Inventory Form as detailed under Section 14.23.

Section 14.22 Changes to Equipment List.

All items of equipment to be purchased with funds under this Contract must be itemized in Contractor's equipment list as finally approved by the Department in the executed Contract. Any changes to the approved equipment list in the executed Contract must be approved in writing by Department prior to the purchase of equipment. Contractor shall submit to the contract manager assigned to the Program Attachment, a written description including complete product specifications and need justification prior to purchasing any item of unapproved equipment. If approved, Department will acknowledge its approval by means of a written amendment or by written acceptance of Contractor's Contract Revision Request, as appropriate; or, in the case of minor changes to Contractor's approved equipment list, by email in accordance with the Contractor's Financial Procedures Manual.

Section 14.23 Property Inventory and Protection of Assets.

Contractor shall maintain an inventory of equipment, supplies defined as controlled assets, and property described in the Other Intangible Property section of Article XIII and submit an annual cumulative report of the equipment and other property on Contractor's Property Inventory Report to the Department's Contract Oversight and Support Section, Mail Code 1326, P.O. Box 149347, Austin, Texas 78714-9347, no later than October 15th of each year. The report is located on the DSHS website at <http://www.dshs.state.tx.us/contracts/forms.shtm>. Contractor shall maintain, repair, and protect assets under this Contract to assure their full availability and usefulness. If Contractor is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided or obtained under this Contract, Contractor shall use the proceeds to repair or replace those assets.

Section 14.24 Bankruptcy.

In the event of bankruptcy, Contractor shall sever Department property, equipment, and supplies in possession of Contractor from the bankruptcy, and title must revert to Department. If directed by DSHS, Contractor shall return all such property, equipment and supplies to DSHS. Contractor shall ensure that its subcontracts, if any, contain a specific provision requiring that in the event the subcontractor's bankruptcy, the subcontractor must sever Department property, equipment, and supplies in possession of the subcontractor from the bankruptcy, and title must revert to Department, who may require that the property, equipment and supplies be returned to DSHS.

Section 14.25 Title to Property.

At the conclusion of the contractual relationship between the Department and Contractor, for any reason, title to any remaining equipment and supplies purchased with funds under this Contract

reverts to Department. Title may be transferred to any other party designated by Department. The Department may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Contractor.

Section 14.26 Property Acquisitions.

Department funds must not be used to purchase buildings or real property. Any costs related to the initial acquisition of the buildings or real property are not allowable.

Section 14.27 Disposition of Property.

Contractor shall follow the procedures in the American Hospital Association's (AHA's) "Estimated Useful Lives of Depreciable Hospital Assets" in disposing, at any time during or after the Contract term, of equipment purchased with the Department funds, except when federal or state statutory requirements supersede or when the equipment requires licensure or registration by the state, or when the acquisition price of the equipment is equal to or greater than \$5,000. All other equipment not listed in the AHA reference (other than equipment that requires licensure or registration or that has an acquisition cost equal to or greater than \$5,000) will be controlled by the requirements of UGMS. If, prior to the end of the useful life, any item of equipment is no longer needed to perform services under this Contract, or becomes inoperable, or if the equipment requires licensure or registration or had an acquisition price equal to or greater than \$5,000, Contractor shall request disposition approval and instructions in writing from the contract manager assigned to the Program Attachment. After an item reaches the end of its useful life, Contractor shall ensure that disposition of any equipment is in accordance with Generally Accepted Accounting Principles, and any applicable federal guidance.

Section 14.28 Closeout of Equipment.

At the end of the term of a Program Attachment that has no additional renewals or that will not be renewed (Closeout) or when a Program Attachment is otherwise terminated, Contractor shall submit to the contract manager assigned to the Program Attachment, an inventory of equipment purchased with Department funds and request disposition instructions for such equipment. All equipment purchased with Department funds must be secured by Contractor at the time of Closeout or termination of the Program Attachment and must be disposed of according to the Department's disposition instructions, which may include return of the equipment to DSHS or transfer of possession to another DSHS contractor, at Contractor's expense.

Section 14.29 Assets as Collateral Prohibited.

Contractors on a cost reimbursement payment method shall not encumber equipment purchased with Department funds without prior written approval from the Department.

ARTICLE XV

GENERAL TERMS

Section 15.01 Assignment.

Contractor shall not transfer, assign, or sell its interest, in whole or in part, in this Contract, or in any equipment purchased with funds from this Contract, without the prior written consent of the Department.

Section 15.02 Lobbying.

Contractor shall comply with Tex. Gov. Code § 556.0055, which prohibits contractors who receive state funds from using those funds to pay lobbying expenses. Further, Contractor shall not use funds paid under this Contract, either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation or policy at any level of government, or to pay the salary or expenses of any person related to any activity designed to influence legislation, regulation, policy or appropriations pending before Congress or the state legislature, or for influencing or attempting to influence an officer or employee of any federal or state agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any contract or the extension, continuation, renewal, amendment, or modification of any contract (31 USC § 1352 and UGMS). If at any time this Contract exceeds \$100,000 of federal funds, Contractor shall file with the contract manager assigned to the Program Attachment a declaration containing the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of Contractor in connection with this Contract, a certification that none of the funds provided by Department have been or will be used for payment to lobbyists, and disclosure of the names of any and all registered lobbyists with whom Contractor has an agreement. Contractor shall file the declaration, certification, and disclosure at the time of application for this Contract; upon execution of this Contract unless Contractor previously filed a declaration, certification, or disclosure form in connection with the award; and at the end of each calendar quarter in which any event occurs that materially affects the accuracy of the information contained in any declaration, certification, or disclosure previously filed. Contractor shall require any person who requests or receives a subcontract to file the same declaration, certification, and disclosure with the contract manager assigned to the Program Attachment. Contractor shall also comply, as applicable, with the lobbying restrictions and requirements in 2 CFR Part 230 (OMB Circulars A-122), Appendix B paragraph 25; 2 CFR Part 225 (A-87) Appendix B section -24; 2 CFR §215.27 (A-110) and 2 CFR Part 220 (A-21) Appendix A, subsection J.17 and J.28. Contractor shall include this provision in any subcontracts.

Section 15.03 Conflict of Interest.

Contractor represents to the Department that it and its -subcontractors, if any, do not have nor shall Contractor or its subcontractors knowingly acquire or retain, any financial or other interest that would conflict in any manner with the performance of their obligations under this Contract. Potential conflicts of interest include, but are not limited to, an existing or potential business or personal relationship between Contractor (or subcontractor), its principal (or a member of the principal's immediate family), or any affiliate or subcontractor and the Department or HHSC, their commissioners or employees, or any other entity or person involved in any way in any project that is the subject of this Contract. Contractor shall establish safeguards to prohibit employees and subcontractors and their employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. If, at any time during the term of this Contract, Contractor or any of its subcontractors has a conflict of interest or potential conflict of interest, Contractor shall disclose the actual or potential conflict of interest to the contract manager assigned to the Program Attachment within ten (10) days of when Contractor becomes aware of the existence of the actual or potential conflict of interest. Contractor shall require each of its subcontractors to report to Contractor any conflict of interest or potential conflict of

interest the subcontractor has or may have within ten (10) days of when the subcontractor becomes aware of the actual or potential conflict of interest.

Section 15.04 Transactions Between Related Parties.

Contractor shall identify and report to DSHS any transactions between Contractor and a related party that is part of the work that the Department is purchasing under this Contract before entering into the transaction or immediately upon discovery. A related party is a person or entity related to Contractor by blood or marriage, common ownership or any association that permits either to significantly influence or direct the actions or policies of the other. Contractor, for purposes of reporting transactions between related parties, includes the entity contracting with the Department under this Contract as well as the chief executive officer, chief financial officer and program director of Contractor. Contractor shall submit to the contract manager assigned to the Program Attachment the name, address and telephone number of the related party, how the party is related to Contractor and the work the related party will perform under this Contract. Contractor shall comply with Tex. Gov. Code Chapter 573. Contractor shall maintain records and supply any additional information requested by the Department, regarding a transaction between related parties, needed to enable the Department to determine the appropriateness of the transaction pursuant to applicable state or federal law, regulations or circulars, which may include 45 CFR part 74, OMB Circ. No. A-110, 2 CFR § 215.42, and UGMS.

Section 15.05 Intellectual Property.

Tex. Health & Safety Code § 12.020 authorizes DSHS to protect intellectual property developed as a result of this Contract.

- a) "Intellectual property" means created property that may be protected under copyright, patent, or trademark/service mark law.
- b) For purposes of this Contract intellectual property prepared for DSHS use, or a work specially ordered or commissioned through a contract for DSHS use is "work made for hire." DSHS owns works made for hire unless it agrees otherwise by contract. To the extent that title and interest to any such work may not, by operation of law, vest in DSHS, or such work may not be considered a work made for hire, Contractor irrevocably assigns the rights, title and interest therein to DSHS. DSHS has the right to obtain and hold in its name any and all patents, copyrights, registrations or other such protections as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor shall give DSHS and the State of Texas, as well as any person designated by DSHS and the State of Texas, all assistance required to perfect the rights defined herein without charge or expense beyond those amounts payable to Contractor for goods provided or services rendered under this Contract.
- c) If federal funds are used to finance activities supported by this Contract that result in the production of intellectual property, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes (1) the copyright in any intellectual property developed under this Contract, including any subcontract; and (2) any rights of copyright to which a Contractor purchases ownership with contract funds. Contractor shall place an acknowledgment of federal awarding agency grant support and a disclaimer, as appropriate, on any publication written or published with such support and, if feasible, on any publication reporting the results of or describing a grant-supported activity. An acknowledgment must be to the effect that "This publication was made possible by grant number _____ from (federal awarding agency)" or "The project described was supported by grant number _____ from (federal awarding agency)" and "Its contents are solely the responsibility of the authors

- and do not necessarily represent the official views of the (federal awarding agency).”
- d) If the terms of a federal grant award the copyright to Contractor, DSHS reserves a royalty-free, nonexclusive, worldwide and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for DSHS, public health, and state governmental noncommercial purposes (1) the copyright, trademark, service mark, and/or patent on an invention, discovery, or improvement to any process, machine, manufacture, or composition of matter; products; technology; scientific information; trade secrets; and computer software, in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (2) any rights of copyright, service or trademarks or patents to which a grantee, subgrantee or a Contractor purchases ownership with contract funds.
 - e) If the results of the contract performance are subject to copyright law, Contractor cannot publish those results without prior review and approval of DSHS. Contractor shall submit requests for review and approval to the contract manager assigned to the Program Attachment.

Section 15.06 Other Intangible Property.

At the conclusion of the contractual relationship between Department and Contractor, for any reason, Department shall have the sole ownership rights and interest in all non-copyrightable intangible property that was developed, produced or obtained by Contractor as a specific requirement under this Contract or under any grant that funds this Contract, such as domain names, URLs, software licenses with a value of \$500 or more, etc. Contractor shall inventory all such non-copyrightable intangible property. Contractor shall cooperate with Department and perform all actions necessary to transfer ownership of such property to the Department or its designee, or otherwise affirm Department's ownership rights and interest in such property. This provision will survive the termination or expiration of this Contract.

Section 15.07 Severability and Ambiguity.

If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue. The Parties represent and agree that the language contained in this Contract is to be construed as jointly drafted, proposed and accepted.

Section 15.08 Legal Notice. A

ny notice required or permitted to be given by the provisions of this Contract will be deemed to have been received by a Party on the third business day after the date on which it was mailed to the Party at the address specified by the Party to the other Party in writing or, if sent by certified mail, on the date of receipt.

Section 15.09 Successors.

This Contract will be binding upon the Parties and their successors and assignees, except as expressly provided in this Contract.

Section 15.10 Headings.

The articles and section headings used in this Contract are for convenience of reference only and will not be construed in any way to define, limit or describe the scope or intent of any provisions.

Section 15.11 Parties.

The Parties represent to each other that they are entities fully familiar with transactions of the kind reflected by the contract documents, and are capable of understanding the terminology and meaning of their terms and conditions and of obtaining independent legal advice pertaining to this Contract.

Section 15.12 Survivability of Terms.

Termination or expiration of this Contract or a Program Attachment for any reason will not release either Party from any liabilities or obligations in this Contract that (a) the Parties have expressly agreed will survive any such termination or expiration, or (b) remain to be performed or (c) by their nature would be intended to be applicable following any such termination or expiration.

Section 15.13 Direct Operation.

At the Department's discretion, the Department may temporarily assume operations of a Contractor's program or programs funded under this Contract when the continued operation of the program by Contractor puts at risk the health or safety of clients and/or participants served by Contractor.

Section 15.14 Customer Service Information.

If requested, Contractor shall supply such information as required by the Department to comply with the provisions of Tex. Gov. Code Chapter 2114 regarding Customer Service surveys.

Section 15.15 Amendment.

The Parties agree that the Department may unilaterally reduce funds pursuant to the terms of this Contract without the written agreement of Contractor. All other amendments to this Contract must be in writing and agreed to by both Parties, except as otherwise specified in the Contractor's Notification of Change to Certain Contract Provisions section or the Contractor's Request for Revision to Certain Contract Provisions section of this Article. Contractor's request for certain budget revisions or other amendments must be submitted in writing, including a justification for the request, to the contract manager assigned to the Program Attachment; and if a budget revision or amendment is requested during the last quarter of the Contract or Program Attachment term, as applicable, Contractor's written justification must include a reason for the delay in making the request. Revision or other amendment requests may be granted at the discretion of DSHS. Except as otherwise provided in this Article, Contractor shall not perform or produce, and DSHS will not pay for the performance or production of, different or additional goods, services, work or products except pursuant to an amendment of this Contract that is executed in compliance with this section; and DSHS will not waive any term, covenant, or condition of this Contract unless by amendment or otherwise in compliance with this Article.

Section 15.16 Contractor's Notification of Change to Certain Contract Provisions.

The following changes may be made to this Contract without a written amendment or the Department's prior approval:

- a) contractor's contact person and contact information;
- b) contact information for key personnel, as stated in Contractor's response to the Solicitation Document, if any;
- c) cumulative budget transfers that exceed 25% among direct cost categories, other than the equipment category, of cost reimbursement contract Program Attachments of less than \$100,000, provided that the total budget amount is unchanged (This subsection does not apply to contracts funded by funding sources that have different percentage requirements);
- d) minor corrections or clarifications to the Contract language that in no way alter the scope of work, objectives or performance measures; and
- e) a change in Contractor's share of the budget concerning non-DSHS funding other than program income and match, regardless of the amount of the change, provided that in changing the budget, Contractor is not supplanting DSHS funds.

Contractor within ten (10) calendar days shall notify in writing the contract manager assigned to the Program Attachment of any change enumerated in this section, but the contract will not be amended. The notification may be by letter, fax or email. Except for contracts funded by funding sources that have different percentage requirements, cumulative budget line item transfers of 25% or less among direct cost categories, other than equipment, of cost reimbursement contracts of any amount do not require written amendment or prior approval or notification.

Section 15.17 Contractor's Request for Revision of Certain Contract Provisions.

A Contractor's Revision Request is an alternative method for amending certain specified provisions of this Contract that is initiated by Contractor, but must be approved by DSHS. The following amendments to this Contract may be made through a Contractor's Revision Request, rather than through the amendment process described in the Amendment section of this Article:

- a) cumulative budget transfers among direct cost categories, other than the equipment category, that exceed 25% of Program Attachments of \$100,000 or more, provided that the total budget amount is unchanged (This subsection does not apply to contracts funded by funding sources that have different percentage requirements);
- b) budget transfer to other categories of funds for direct payment to trainees for training allowances;
- c) change in clinic hours or location;
- d) change in the equipment list substituting an item of equipment equivalent to an item of equipment on the approved budget;
- e) changes in the equipment category of a previously approved equipment budget;
- f) changes specified in applicable OMB Circular cost principles as requiring prior approval, regardless of dollar threshold (e.g., foreign travel expenses, overtime premiums, membership fees; and
- g) cumulative budget transfers into or out of the equipment category that do not exceed 10% of any Program Attachment, provided that the total budget amount is unchanged (cumulative transfers from or to the equipment category that equal or exceed 10% of any Program Attachment require an amendment to this Contract as described in the Amendment section of this Article).

In order to request a revision of any of the enumerated provisions, Contractor shall request the change in writing from their assigned contract manager. A separate Contractor Revision Request is required for each Program Attachment to be revised. Circumstances of a requested contract revision may

indicate the need for an amendment described in the Amendment section of this Article rather than a contract revision amendment under this section.

Section 15.18 Immunity Not Waived.

The Parties expressly agree that no provision of this contract is in any intended to constitute a waiver by Department or the State of Texas of any immunities from suit or from liability that Department or the State of Texas may have by operation of law.

Section 15.19 Hold Harmless and Indemnification.

Contractor, as an independent contractor, agrees to hold Department, the State of Texas, individual state employees and officers, and the federal government harmless and to indemnify them from any and all liability, suits, claims, losses, damages and judgments; and to pay all costs, fees, and damages to the extent that such costs, fees, and damages arise from performance or nonperformance of Contractor, its employees, subcontractors, joint venture participants or agents under this Contract.

Section 15.20 Waiver.

Acceptance by either Party of partial performance or failure to complain of any action, non-action or default under this Contract will not constitute a waiver of either Party's rights under this Contract.

Section 15.21 Electronic and Information Resources Accessibility and Security Standards.

(a) This section applies if the Contract requires the Contractor to procure or develop Electronic and Information Resources (EIR) for DSHS, or to change any of DSHS' EIR. This section also applies if the Contract requires the Contractor to perform a service or supply goods that include EIR that (i) DSHS employees are required to use or permitted access to; or (ii) Members of the public are required or permitted to access. This section does not apply to incidental uses of EIR in the performance of a contract, unless the parties agree that the EIR will become property of the state or will be used by DSHS clients after completion of the Contract.

Nothing in this section is intended to prescribe the use of particular designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a product/service.

(b) Definitions.

1. "Accessibility Standards" means the Electronic and Information Resources Accessibility Standards in 1 TAC Chapter 213, and the Web Site Accessibility Standards/Specifications in 1 TAC Chapter 206.

2. "Electronic and Information Resources" means information resources, including information resources technologies, and any equipment or interconnected system of equipment that is used in the creation, conversion, duplication, or delivery of data or information. The term includes, but is not limited to, telephones and other

telecommunications products, information kiosks, transaction machines, Internet websites, multimedia resources, and office equipment, including copy machines and fax machines.

3. "Electronic and Information Resources Accessibility Standards means the accessibility standards for electronic and information resources contained in Volume 1 Texas Administrative Code chapter 213.

4. "Web Site Accessibility Standards/Specifications" means standards contained in Volume 1 Texas Administrative Code Chapter 206.

5. "Products" means information resources technologies that are, or are related to, EIR.

(c) **Accessibility Requirements.** Under Texas Government Code Chapter 2054, Subchapter M, and implementing rules of the Department of Information Resources (DIR), DSHS must procure Products that comply with the Accessibility Standards when such Products are available in the commercial marketplace or when such Products are developed in response to a procurement solicitation. Accordingly, Contractor must provide electronic and information resources and associated Product documentation and technical support that comply with the Accessibility Standards.

(d) **Evaluation, Testing and Monitoring.**

1. DSHS may review, test, evaluate and monitor Contractor's Products and associated documentation and technical support for compliance with the Accessibility Standards. Review, testing, evaluation and monitoring may be conducted before and after the award of a contract. Testing and monitoring may include user acceptance testing. Neither (1) the review, testing (including acceptance testing), evaluation or monitoring of any Product; nor (2) the absence of such review, testing, evaluation or monitoring, will result in a waiver of the State's right to contest the Contractor's assertion of compliance with the Accessibility Standards.

2. Contractor agrees to cooperate fully and provide DSHS and its representatives timely access to Products, records, and other items and information needed to conduct such review, evaluation, testing and monitoring.

(e) **Representations and Warranties.**

1. Contractor represents and warrants that (i) as of the effective date of the Contract, the Products and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the Contract, unless and to the extent the Parties otherwise expressly agree in writing; and (ii) if the Products will be in the custody of the state or a DSHS client after the Contract expiration or termination, the Products will continue to comply with such Accessibility Standards after the expiration or termination of the Contract term, unless DSHS and/or client, as applicable, uses the Products in a manner that renders it noncompliant.

2. In the event Contractor should have known, becomes aware, or is notified that the Product and associated documentation and technical support do not comply with the Accessibility Standards, Contractor represents and warrants that it will, in a timely manner and at no cost to DSHS, perform all necessary steps to satisfy the Accessibility Standards, including but not limited to remediation, replacement, and upgrading of the Product, or providing a suitable substitute.

3. Contractor acknowledges and agrees that these representations and warranties are essential inducements on which DSHS relies in awarding this Contract.

4. Contractor's representations and warranties under this subsection will survive the termination or expiration of the Contract and will remain in full force and effect throughout the useful life of the Product.

(f) Remedies.

1. Pursuant to Texas Government Code §2054.465, neither Contractor nor any other person has cause of action against DSHS for a claim of a failure to comply with Texas Government Code Chapter 2054, Subchapter M, and rules of the Department of Information Resources.

2. In the event of a breach of Contractor's representations and warranties, Contractor will be liable for direct and consequential damages and any other remedies to which DSHS may be entitled. This remedy is cumulative of any and all other remedies to which DSHS may be entitled under this Contract and other applicable law.

Section 15.22 Force Majeure.

Neither Party will be liable for any failure or delay in performing all or some of its obligations, as applicable, under this Contract if such failure or delay is due to any cause beyond the reasonable control of such Party, including, but not limited to, extraordinarily severe weather, strikes, natural disasters, fire, civil disturbance, epidemic, war, court order, or acts of God. The existence of any such cause of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the cause of the delay or failure no longer exists and, if applicable, for any reasonable period of time thereafter required to resume performance. A Party, within a period of time reasonable under the circumstances, must inform the other by any reasonable method (phone, email, etc.) and, as soon as practicable, must submit written notice with proof of receipt, of the existence of a force majeure event or otherwise waive the right as a defense to non-performance.

Section 15.23 Interim Contracts.

The Parties agree that the Contract and/or any of its Program Attachments will automatically continue as an "Interim Contract" beyond the expiration date of the term of the Contract or Program Attachment(s), as applicable, under the following circumstances: (1) on or shortly prior to the expiration date of the Contract or Program Attachment, there is a state of disaster declared by the Governor that affects the ability or resources of the DSHS contract or program staff managing the Contract to complete in a timely manner the extension, renewal, or other standard contract process for the Contract or Program Attachment; and (2) DSHS makes the determination in its sole discretion that an Interim Contract is appropriate under the circumstances. DSHS will notify Contractor promptly in writing if such a determination is made. The notice will specify whether DSHS is extending the Contract or Program Attachment for additional time for Contractor to perform or complete the previously contracted goods and services (with no new or additional funding) or is purchasing additional goods and services as described in the Program Attachment for the term of the Interim Contract, or both. The notice will include billing instructions and detailed information on how DSHS will fund the goods or services to be procured during the Interim Contract term. The Interim Contract will terminate thirty (30) days after the disaster declaration is terminated unless the Parties agree to a shorter period of time.

Section 15.24 Cooperation and Communication.

Contractor shall cooperate with Department staff and, as applicable, other DSHS contractors, and shall promptly comply with requests from DSHS for information or responses to DSHS inquiries concerning Contractor's duties or responsibilities under this Contract.

ARTICLE XVI BREACH OF CONTRACT AND REMEDIES FOR NON-COMPLIANCE

Actions Constituting Breach of Contract.

Actions or inactions that constitute breach of contract include, but are not limited to, the following:

- a) failure to properly provide the services and/or goods purchased under this Contract;
- b) failure to comply with any provision of this Contract, including failure to comply with all applicable statutes, rules or regulations;
- c) failure to pay refunds or penalties owed to the Department;
- d) failure to comply with a repayment agreement with the DSHS or agreed order issued by DSHS;
- e) failure by Contractor to provide a full accounting of funds expended under this Contract;
- f) discovery of a material misrepresentation in any aspect of Contractor's application or response to the Solicitation Document;
- g) any misrepresentation in the assurances and certifications in Contractor's application or response to the Solicitation Document or in this Contract; or
- h) Contractor is on or is added to the Excluded Parties List System (EPLS).

Section 16.02 General Remedies and Sanctions. The Department will monitor Contractor for both programmatic and financial compliance. The remedies and sanctions in this section are available to the Department against Contractor and any entity that subcontracts with Contractor for provision of services or goods. HHSC OIG may investigate, audit and impose or recommend imposition of remedies or sanctions to Department for any breach of this Contract and may monitor Contractor for financial compliance. The Department may impose one or more remedies or sanctions for each item of noncompliance and will determine remedies or sanctions on a case-by-case basis. Contractor is responsible for complying with all of the terms of this Contract. The listing of or use of one or more of the remedies or sanctions in this section does not relieve Contractor of any obligations under this Contract. A state or federal statute, rule or regulation, or federal guideline will prevail over the provisions of this Article unless the statute, rule, regulation, or guideline can be read together with the provision(s) of this Article to give effect to both. If Contractor breaches this Contract by failing to comply with one or more of the terms of this Contract, including but not limited to compliance with applicable statutes, rules or regulations, the Department may take one or more of the following actions:

- a) terminate this Contract or a Program Attachment of this Contract as it relates to a specific program type. In the case of termination, the Department will inform Contractor of the termination no less than thirty (30) calendar days before the effective date of the termination in a notice of termination, except for circumstances that require immediate termination as described in the Emergency Action section of this Article. The notice of termination will state the effective date of the termination, the reasons for the termination, and, if applicable, alert Contractor of the opportunity to request a hearing on the termination pursuant to Tex. Gov. Code Chapter 2105 regarding administration of Block Grants. Contractor shall not make any claim for payment or reimbursement for services provided from the effective date of termination;

- b) suspend all or part of this Contract. Suspension is an action taken by the Department in which the Contractor is notified to temporarily (1) discontinue performance of all or part of the Contract, and/or (2) discontinue incurring expenses otherwise allowable under the Contract as of the effective date of the suspension, pending DSHS's determination to terminate or amend the Contract or permit the Contractor to resume performance and/or incur allowable expenses. Contractor shall not bill DSHS for services performed during suspension, and Contractor's costs resulting from obligations incurred by Contractor during a suspension are not allowable unless expressly authorized by the notice of suspension;
- c) deny additional or future contracts with Contractor;
- d) reduce the funding amount for failure to 1) provide goods and services as described in this Contract or consistent with Contract performance expectations, 2) achieve or maintain the proposed level of service, 3) expend funds appropriately and at a rate that will make full use of the award, or 4) achieve local match, if required;
- e) disallow costs and credit for matching funds, if any, for all or part of the activities or action not in compliance;
- f) temporarily withhold cash payments. Temporarily withholding cash payments means the temporary withholding of a working capital advance, if applicable, or reimbursements or payments to Contractor for proper charges or obligations incurred, pending resolution of issues of noncompliance with conditions of this Contract or indebtedness to the United States or to the State of Texas;

Section 16.03 Notice of Remedies or Sanctions.

Department will formally notify Contractor in writing when a remedy or sanction is imposed (with the exception of accelerated monitoring, which may be unannounced), stating the nature of the remedies and sanction(s), the reasons for imposing them, the corrective actions, if any, that must be taken before the actions will be removed and the time allowed for completing the corrective actions, and the method, if any, of requesting reconsideration of the remedies and sanctions imposed. Other than in the case of repayment or recoupment, Contractor is required to file, within fifteen (15) calendar days of receipt of notice, a written response to Department acknowledging receipt of such notice. If requested by the Department, the written response must state how Contractor shall correct the noncompliance (corrective action plan) or demonstrate in writing that the findings on which the remedies or sanction(s) are based are either invalid or do not warrant the remedies or sanction(s). If Department determines that a remedy or sanction is warranted, unless the remedy or sanction is subject to review under a federal or state statute, regulation, rule, or guideline, Department's decision is final. Department will provide written notice to Contractor of Department's decision. If required by the Department, Contractor shall submit a corrective action plan for DSHS approval and take corrective action as stated in the approved corrective action plan. If DSHS determines that repayment is warranted, DSHS will issue a demand letter to Contractor for repayment. If full repayment is not received within the time limit stated in the demand letter, and if recoupment is available, DSHS will recoup the amount due to DSHS from funds otherwise due to Contractor under this Contract.

Section 16.04 Emergency Action.

In an emergency, Department may immediately terminate or suspend all or part of this Contract, temporarily or permanently withhold cash payments, deny future contract awards, or delay contract execution by delivering written notice to Contractor, by any verifiable method, stating the reason for the emergency action. An "emergency" is defined as the following:

- a) Contractor is noncompliant and the noncompliance has a direct adverse effect on the public or client health, welfare or safety. The direct adverse effect may be programmatic or financial and may include failing to provide services, providing inadequate services, providing unnecessary services, or using resources so that the public or clients do not receive the benefits contemplated by the scope of work or performance measures; or
 - b) Contractor is expending funds inappropriately.
- Whether Contractor's conduct or noncompliance is an emergency will be determined by Department on a case-by-case basis and will be based upon the nature of the noncompliance or conduct.

ARTICLE XVII CLAIMS AGAINST THE DEPARTMENT

Section 17.01 Breach of Contract Claim.

The process for a breach of contract claim against the Department provided for in Tex. Gov. Code Chapter 2260 and implemented in Department Rules §§ 4.11- 4.24 will be used by DSHS and Contractor to attempt to resolve any breach of contract claim against DSHS.

Section 17.02 Notice.

Contractor's claims for breach of this Contract that the Parties cannot resolve in the ordinary course of business must be submitted to the negotiation process provided in Tex. Gov Code Chapter 2260, subchapter B. To initiate the process, Contractor shall submit written notice, as required by subchapter B, to DSHS's Office of General Counsel. The notice must specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice must also be given to all other representatives of DSHS and Contractor. Subchapter B is a condition precedent to the filing of a contested case proceeding under Tex. Gov. Code Chapter 2260, subchapter C.

Section 17.03 Sole Remedy.

The contested case process provided in Tex. Gov. Code Chapter 2260, subchapter C, is Contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by DSHS if the Parties are unable to resolve their disputes under this Article.

Section 17.04 Condition Precedent to Suit.

Compliance with the contested case process provided in Tex. Gov. Code Chapter 2260, subchapter C, is a condition precedent to seeking consent to sue from the Legislature under Tex. Civ. Prac. & Rem. Code Chapter 107. Neither the execution of this Contract by DSHS nor any other conduct of any representative of DSHS relating to this Contract will be considered a waiver of sovereign immunity to suit.

Section 17.05 Performance Not Suspended.

Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by Contractor, in whole or in part.

ARTICLE XVIII TERMINATION AND TEMPORARY SUSPENSION

Section 18.01 Expiration of Contract or Program Attachment(s).

Except as provided in the Survivability of Terms section of the General Terms Article, Contractor's service obligations stated in each Program Attachment will end upon the expiration date of that Program Attachment unless extended or renewed by written amendment. Prior to completion of the term of all Program Attachments, all or a part of this Contract may be terminated with or without cause under this Article.

Section 18.02 Effect of Termination.

Termination is the permanent withdrawal of Contractor's authority to obligate previously awarded funds before that authority would otherwise expire or the voluntary relinquishment by Contractor of the authority to obligate previously awarded funds. Contractor's costs resulting from obligations incurred by Contractor after termination of an award are not allowable unless expressly authorized by the notice of termination. Upon termination of this Contract or Program Attachment, as applicable, Contractor shall cooperate with DSHS to the fullest extent possible to ensure the orderly and safe transfer of responsibilities under this Contract or Program Attachment, as applicable, to DSHS or another entity designated by DSHS. Upon termination of all or part of this Contract, Department and Contractor will be discharged from any further obligation created under the applicable terms of this Contract or the Program Attachment, as applicable, except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination and for Contractor's duty to cooperate with DSHS, and except as provided in the Survivability of Terms section of the General Terms Article. Termination does not, however, constitute a waiver of any remedies for breach of this Contract. In addition, Contractor's obligations to retain records and maintain confidentiality of information will survive this Contract.

Section 18.03 Acts Not Constituting Termination.

Termination does not include the Department's (1) withdrawal of funds awarded on the basis of Contractor's underestimate of the unobligated balance in a prior period; (2) withdrawal of the unobligated balance at the expiration of the term of a Program Attachment; (3) refusal to extend a Program Attachment or award additional funds to make a competing or noncompeting continuation, renewal, extension, or supplemental award; (4) non-renewal of a contract or Program Attachment at Department's sole discretion; or (5) voiding of a contract upon determination that the award was obtained fraudulently, or was otherwise illegal or invalid from inception.

Section 18.04 Termination or Temporary Suspension Without Cause.

- a) Either Party may terminate this Contract or a Program Attachment, as applicable, with at least thirty (30) calendar days prior written notice to the other Party, except that if Contractor seeks to terminate a Contract or Program Attachment that involves residential client services, Contractor shall give the Department at least ninety (90) calendar days prior written notice and shall submit a transition plan to ensure client services are not disrupted.

- b) The Parties may terminate this Contract or a Program Attachment by mutual agreement.
- c) DSHS may temporarily suspend or terminate this Contract or a Program Attachment if funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendments to the Appropriations Act, health and human services consolidations, or any disruption of current appropriated funding for this Contract or Program Attachment. Contractor will be notified in writing of any termination or temporary suspension or of any cessation of temporary suspension. Upon notification of temporary suspension, Contractor shall discontinue performance under the Contract as of the effective date of the suspension, for the duration of the suspension.
- d) Department may terminate this Contract or a Program Attachment immediately when, in the sole determination of Department, termination is in the best interest of the State of Texas.

Section 18.05 Termination For Cause.

Either Party may terminate for material breach of this Contract with at least thirty (30) calendar days written notice to the other Party. Department may terminate this Contract, in whole or in part, for breach of contract or for any other conduct that jeopardizes the Contract objectives, by giving at least thirty (30) calendar days written notice to Contractor. Such conduct may include one or more of the following:

- a) Contractor has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction;
- b) Contractor fails to communicate with Department or fails to allow its employees or those of its subcontractor to communicate with Department as necessary for the performance or oversight of this Contract;
- c) Contractor breaches a standard of confidentiality with respect to the services provided under this Contract;
- d) Department determines that Contractor is without sufficient personnel or resources to perform under this Contract or that Contractor is otherwise unable or unwilling to fulfill any of its requirements under this Contract or exercise adequate control over expenditures or assets;
- e) Department determines that Contractor, its agent or another representative offered or gave a gratuity (e.g., entertainment or gift) to an official or employee of DSHS or HHSC for the purpose of obtaining a contract or favorable treatment;
- f) Department determines that this Contract includes financial participation by a person who received compensation from DSHS to participate in developing, drafting or preparing the specifications, requirements or statement(s) of work or Solicitation Document on which this Contract is based in violation of Tex. Gov. Code § 2155.004; or Department determines that Contractor was ineligible to receive this Contract under Tex. Gov. Code §§ 2155.006 or 2261.053 related to certain disaster response contracts;
- g) Contractor appears to be financially unstable. Indicators of financial instability may include one or more of the following:
 - 1) Contractor fails to make payments for debts;
 - 2) Contractor makes an assignment for the benefit of its creditors;
 - 3) Contractor admits in writing its inability to pay its debts generally as they become due;
 - 4) if judgment for the payment of money in excess of \$50,000 (that is not covered by insurance) is rendered by any court or governmental body against Contractor, and Contractor does not (a) discharge the judgment, or (b) provide for its discharge in accordance with its terms, or (c) procure a stay of execution within thirty (30) calendar days from the date of entry of the judgment, or (d) if the execution is stayed, within the thirty (30)-day period or a longer period during which execution of the judgment has been stayed, appeal from the judgment and cause the execution to

- be stayed during such appeal while providing such reserves for the judgment as may be required under Generally Accepted Accounting Principles;
- 5) a writ or warrant of attachment or any similar process is issued by any court against all or any material portion of the property of Contractor, and such writ or warrant of attachment or any similar process is not released or bonded within thirty (30) calendar days after its issuance;
 - 6) Contractor is adjudicated bankrupt or insolvent;
 - 7) Contractor files a case under the Federal Bankruptcy Code or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership or liquidation law of any jurisdiction then in effect, or consents to the filing of any case or petition against it under any such law;
 - 8) any property or portion of the property of Contractor is sequestered by court order and the order remains in effect for more than thirty (30) calendar days after Contractor obtains knowledge of the sequestration;
 - 9) a petition is filed against Contractor under any state reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership or liquidation law of any jurisdiction then in effect, and the petition is not dismissed within thirty (30) calendar days; or
 - 10) Contractor consents to the appointment of a receiver, trustee, or liquidator of Contractor or of all or any part of its property;
- h) Contractor's management system does not meet the UGMS management standards; or
 - i) Any required license, certification, permit, registration or approval required to conduct Contractor's business or to perform services under this Contract is not obtained or is revoked, is surrendered, expires, is not renewed, is inactivated or is suspended.

Section 18.06 Notice of Termination.

Either Party may deliver written notice of intent to terminate by any verifiable method. If either Party gives notice of its intent to terminate all or a part of this Contract, Department and Contractor shall attempt to resolve any issues related to the anticipated termination in good faith during the notice period.

ARTICLE XIX VOID, SUSPENDED, AND TERMINATED CONTRACTS

Section 19.01 Void Contracts.

Department may void this Contract upon determination that the award was obtained fraudulently or was otherwise illegal or invalid from its inception.

Section 19.02 Effect of Void, Suspended, or Involuntarily Terminated Contract.

A Contractor who has been a party to a contract with DSHS that has been found to be void, or is suspended, or is terminated for cause is not eligible for Any renewal or increase of funding for an existing contract, or new contracts or renewals until, in the case of suspension or termination, the Department has determined that Contractor has satisfactorily resolved the issues underlying the suspension or termination. Additionally, if this Contract is found to be void, any amount paid is subject to to the Contractor is subject to recoupment by DSHS.

Section 19.03 Appeals Rights.

Pursuant to Tex. Gov. Code § 2105.302, after receiving notice from the Department of termination of a contract with DSHS funded by block grant funds, Contractor may request an administrative hearing under Tex. Gov. Code Chapter 2001.

ARTICLE XX CLOSEOUT

Section 20.01 Cessation of Services At Closeout.

Upon expiration of this Contract or Program Attachment, as applicable, (and any renewals of this Contract or Program Attachment) on its own terms, Contractor shall cease services under this Contract or Program Attachment; and shall cooperate with DSHS to the fullest extent possible upon expiration or prior to expiration, as necessary, to ensure the orderly and safe transfer of responsibilities under this Contract to DSHS or another entity designated by DSHS. Upon receiving notice of Contract or Program Attachment termination or non-renewal, Contractor shall immediately begin to effect an orderly and safe transition of recipients of services to alternative service providers, as needed. Contractor also shall completely cease providing services under this Contract or Program Attachment by the date specified in the termination or non-renewal notice. Contractor shall not bill DSHS for services performed after termination or expiration of this Contract or Program Attachment, or incur any additional expenses once this Contract or Program Attachment is terminated or has expired. Upon termination, expiration (with no renewal) or non-renewal of this Contract or a Program Attachment, Contractor shall immediately initiate Closeout activities described in this Article.

Section 20.02 Administrative Offset.

The Department has the right to administratively offset amounts owed by Contractor against billings.

Section 20.03 Deadline for Closeout.

Contractor shall submit all financial, performance, and other Closeout reports required under this Contract within forty-five (45) calendar days after the Contract or Program Attachment end date. Unless otherwise provided under the Final Billing Submission section of the Payment Methods and Restrictions Article, the Department is not liable for any claims that are not received within forty-five (45) calendar days after the Contract or Program Attachment end date.

Section 20.04 Payment of Refunds.

Any funds paid to Contractor in excess of the amount to which Contractor is finally determined to be entitled under the terms of this Contract constitute a debt to the Department and will result in a refund due, which Contractor shall pay within the time period established by the Department.

Section 20.05 Disallowances and Adjustments.

The Closeout of this Contract or Program Attachment does not affect the Department's right to disallow costs and recover funds on the basis of a later audit or other review or Contractor's obligation to return any funds due as a result of later refunds, corrections, or other transactions.



Regular City Council Meeting

6. 1. 2.

Meeting Date: 07/23/2015

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute and approve contract 12441 and all related documents between the City of Lubbock and Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant to provide assistance to reduce poverty, revitalize low-income communities, and empower low-income families and individuals to become self-sufficient.

Item Summary

The source for this contract is a pass through grant from TDHCA. The total amount of this contract to be allocated to the City of Lubbock for FY2015 is \$235,528.

The contract is an electronic signature contract.

The period for performance of this contract is May 1, 2015 through September 30, 2015.

Fiscal Impact

The total amount to be released from the Community Services Block Grant to the City of Lubbock is \$235,528.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution-Community Services

UB contract

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 58140002219 and related documents by and between the City of Lubbock and the Texas Department of Housing and Community Affairs, for the Community Services Block Grant to provide assistance to reduce poverty, revitalize low-income communities, and empower low-income families. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

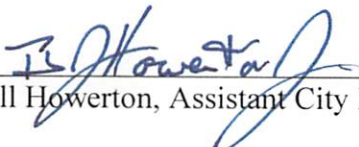
Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:



Justin D. Pruitt, Assistant City Attorney

ccddocs/RES. Contract - TDHCA - CSBG
July 1, 2015

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER **58140002219** FOR THE
FY 2014 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

SECTION 1. PARTIES TO THE CONTRACT

This Comprehensive Energy Assistance Program Contract Number **58140002219** ("Contract") is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department"), and **City of Lubbock**, a political subdivision of the State of Texas ("Subrecipient"), hereinafter the "Parties".

SECTION 2. CONTRACT TERM

This Contract shall commence on **May 01, 2015**, and, unless earlier terminated, shall end on **September 30, 2015** ("Contract Term").

SECTION 3. SUBRECIPIENT PERFORMANCE

Subrecipient shall, in accordance with this Contract throughout its service area, operate a Comprehensive Energy Assistance Program, ("CEAP"), in accordance with the Economic Opportunity Act of 1964 (Public Law 88-452), the Low-Income Home Energy Assistance Act of 1981 as amended (42 U.S.C. Sec. 8621 *et seq.*) (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35, as amended) ("LIHEAP Act"), Chapter 2306 of the Texas Government Code ("State Act"), the implementing State regulations under Title 10, Part 1, Chapter 1 and Chapter 5, Subchapters A and D of the Texas Administrative Code, as amended or supplemented from time to time ("State Rules"), the LIHEAP State Plan, any applicable Office of Management and Budget ("OMB") Circulars as may be amended or superceded, Subrecipient's "Service Delivery Plan" in accordance with Section 5.408 of the State Rules, the Department's guidance related to CEAP, all applicable state and federal regulations and the terms of this Contract. Subrecipient shall assist "Households" as defined in Section 5.2 of the State Rules ("Households") that are "Low-Income" as defined in Section 5.2 of the State Rules ("Low-Income") with priority being given in no particular order to "Elderly Persons" as defined in Section 5.2 of the State Rules ("Elderly Persons"), "Persons with Disabilities" as defined in Section 5.2 of the State Rules ("Persons with Disabilities"), Households with a young child 5 years of age or under, Households with "High Energy Burden" as defined in Section 5.2 of the State Rules ("High Energy Burden") and Households with "High Energy Consumption" as defined in Section 5.2 of the State Rules ("High Energy Consumption"). Subrecipient shall further implement the CEAP in accordance with the Certifications attached hereto as Addendums A, B, C and D and incorporated herein for all relevant purposes; the Budget attached hereto as Exhibit A and incorporated herein for all relevant purposes, the Personal Responsibility and Work Opportunity Act of 1996 ("PRWORA") Requirements for the CEAP attached hereto as Exhibit B and incorporated herein for all relevant purposes; the assurances, certifications, and all other statements made by Subrecipient in its application funding under this Contract; and with all other terms, provisions, and requirements herein set forth.

SECTION 4. DEPARTMENT OBLIGATIONS

- A. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse Subrecipient for the actual allowable costs incurred by Subrecipient during the Contract Term for administrative expenditures and program services costs and direct services expenditures in accordance with Section 5.430 of the State Rules, , in the amount(s) specified in the Budget attached as Exhibit A to this Contract, incorporated herein for all relevant purposes.
- B. Any decision to obligate additional funds or deobligate funds shall be made in writing by Department in its sole discretion based upon factors including, but not limited to, the status of funding under grants to Department, the rate of Subrecipient's utilization of funds under this or previous contracts, the existence of questioned or disallowed costs under this or other contracts between the Parties, and Subrecipient's overall compliance with the terms of this Contract.
- C. Department's obligations under this Contract are contingent upon the actual receipt of 2014 funds from the U.S. Department of Health and Human Services. If sufficient funds are not available to make payments under this Contract, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract. Department acknowledges that it has received obligations from those sources which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this Contract.

- D. Department is not liable for any cost incurred by Subrecipient which:
 - 1. is subject to reimbursement by a source other than Department;
 - 2. is for performance of services or activities not authorized by the LIHEAP Act, or which is not in accordance with the terms of this Contract;
 - 3. is not incurred during the Contract Term;
 - 4. is not reported to Department on a monthly expenditure or performance report within forty five (45) days following the end of the Contract Term; or
 - 5. is incurred for the purchase or permanent improvement of real property.
- E. Subrecipient shall refund, within fifteen (15) days of the Department's request, any sum of money paid to Subrecipient which Department determines has resulted in an overpayment or has not been spent in accordance with the terms of this Contract.
- F. Notwithstanding any other provision of this Contract, the total of all payments and other obligations incurred by Department under this Contract shall not exceed the sum of **\$235,528.00**.

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

- A. Each month, Subrecipient may request an advance payment of CEAP funds under this Contract. As per the state Uniform Grant Management Standards, Subchapter I, Chapter 20, Part 1 of Title 34 of the Texas Administrative Code, in effect on October 1, 2014 ("UGMS"), Subrecipient's requests for advances shall be limited to the amount needed and be timed to be in accordance with actual immediate cash requirements of the Subrecipient in carrying out the purpose of this Contract.
- B. Subrecipient shall establish procedures to minimize the time elapsing between the disbursement of funds from Department to Subrecipient and the expenditure of such funds by Subrecipient.
- C. Subrecipient must request an advance payment by submitting a properly completed monthly expenditure report to the Department through the electronic reporting system no later than the fifteenth (15th) day of the month prior to the month for which advance payment is sought.
- D. Subsection 5(A) notwithstanding, Department reserves the right to utilize a modified cost reimbursement method of payment, whereby reimbursement of costs incurred by a Subrecipient is made only after the Department has reviewed and approved backup documentation provided by the Subrecipient to support such costs for all funds if (1) Subrecipient maintains excessive cash balances or requests advance payments in excess of thirty (30) days need; (2) Department identifies any deficiency in the internal controls or financial management system used by Subrecipient; (3) Subrecipient violates any of the terms of this Contract; (4) Department's funding sources require the use of a cost reimbursement method of payment or (5) Subrecipient owes the Department funds.
- E. Department may offset or withhold any amounts otherwise owed to Subrecipient under this Contract against any amount owed by Subrecipient to Department arising under this Contract.
- F. All funds paid to Subrecipient under this Contract are paid in trust for the exclusive benefit of the eligible clients of the CEAP and for allowable administrative expenditures and program services costs incurred during the Contract Term in accordance with Section 5.430 of the State Rules.

SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the UGMS in effect on October 1, 2014. All references therein to "local government" shall be construed to mean Subrecipient.
- B. Uniform cost principles for political subdivisions are set forth in OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments", as implemented by 2 C.F.R. Part 225 ("OMB Circular A-87"). Uniform administrative requirements for political subdivisions are set forth in OMB Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments ("OMB Circular A-102"). OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations" issued June 30, 1997 ("OMB Circular A-133"), sets forth audit standards for governmental organizations and other organizations expending Federal funds. The expenditure threshold requiring an audit under OMB Circular A-133 is \$500,000.00.

- C. Notwithstanding any other provision of this Contract, Department shall only be liable to Subrecipient for costs incurred or performances rendered for activities specified in the LIHEAP Act.
- D. Subrecipient may incur costs for activities associated with the closeout of the CEAP Contract for a period not to exceed forty five (45) days from the end of the Contract Term defined in Section 2 of this Contract.

SECTION 7. TERMINATION AND SUSPENSION

- A. Pursuant to Section 2.202 of the State Rules, Department may terminate this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to, Subrecipient's failure to comply with any term of this Contract or reasonable belief that Subrecipient cannot or will not comply with the requirements of the Contract. If the Department determines that a Subrecipient has failed to comply with the terms of the Contract, or has failed to provide services that meet appropriate standards, goals, or other requirements established by the Department, Department will notify Subrecipient of the deficiencies to be corrected and require the deficiencies be corrected prior to implementing termination.
- B. Subrecipient's failure to expend the funds provided under this Contract in a timely manner may result in either the termination of this Contract or Subrecipient's ineligibility to receive additional funding under CEAP, or a reduction in the original allocation of funds to Subrecipient.
- C. Nothing in this Section shall be construed to limit Department's authority to withhold payment and immediately suspend this Contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance including but not limited to, Subrecipient's failure to correct any monitoring findings on this or any state contract or on a single audit review. Suspension shall be a temporary measure pending either corrective action by Subrecipient or a decision by Department to terminate this Contract.
- D. Notwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this Contract by Subrecipient. Department may withhold any payment due to Subrecipient until such time as the exact amount of damages due to Department is agreed upon or is otherwise determined in writing between the Parties.
- E. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this Contract.

SECTION 8. ALLOWABLE EXPENDITURES

- A. The allowability of Subrecipient's costs incurred in the performance of this Contract shall be determined in accordance with the provisions of Section 4 and the regulations set forth in the LIHEAP Act and the State Rules, subject to the limitations and exceptions set forth in this Section.
- B. CEAP funds allow up to 6.25% of the award amount to be utilized for administrative costs. Administrative costs incurred by Subrecipient in performing this Contract are to be based on actual programmatic expenditures and shall be allowed up to the amount outlined in the Budget attached as Exhibit A to this Contract. Eligible administrative costs include costs related to staff performance of management, accounting and reporting activities in accordance with the LIHEAP State Plan.
- C. Administrative and program services activities funds are earned through provision of direct services to clients in accordance with the State Rules. Subrecipient may choose to submit a final budget revision no later than forty five (45) days prior to the end of the Contract Term to use its administrative and program services funds for direct service categories.

SECTION 9. RECORD KEEPING REQUIREMENTS

- A. Subrecipient shall maintain fiscal and programmatic records and supporting documentation for all expenditures of funds made under this Contract in accordance with the Uniform Grant Management Standards, Chapter III, "State Uniform Administrative Requirements for Grants and Cooperative Agreements", Subpart C -Post Award Requirements, §_42, Retention and access requirements for records.
- B. Subrecipient acknowledges that all information collected, assembled, or maintained by Subrecipient pertaining to this Contract, except records made confidential by law, is subject to the Texas Public Information Act (Chapter 552 of Texas Government Code) and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act.

- C. Subrecipient shall give the U.S. Department of Health and Human Services, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this Contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to maintain such records in an accessible location for the greater of: (i) four (4) years; (ii) if notified by the Department in writing, the date that the final audit is accepted with all audit issues resolved to the Department's satisfaction; (iii) if any litigation claim, negotiation, inspection, or other action has started before the expiration of the required retention period records must be retained until completion of the action and resolution of all issues which arise under it; (iv) a date consistent with any other period required by federal or state law or regulation. Subrecipient agrees to cooperate with any examination conducted pursuant to this Subsection. Upon termination of this Contract, all records are property of the Department.
- D. Subrecipient shall maintain a client file system to document direct services rendered. Each client file shall contain the following:
1. Client application containing all Department requirements;
 2. Documentation/verification of client income for the thirty (30) days preceding their application for all Household members eighteen (18) years and older, or Declaration of Income Statement (DIS) (if applicable). In order to use the DIS form, each subrecipient shall develop and implement a written policy and procedure on the use of the form, including policies requiring a client statement of efforts to obtain documentation of income with a notarized client signature; as outlined in Section 5.407(e) of the State Rules.
 3. Copy of client's utility bill(s);
 4. Energy consumption history for previous twelve (12) months (all fuel types) (not applicable for Household Crisis);
 5. Documentation of payment (Documentation of payment may be maintained in a separate file, but must be accessible to the Department.);
 6. Documentation of benefits determination;
 7. Notice of Denial Form (if applicable);
 8. Right of appeal and procedures for denial or termination of services (if applicable);
 9. Any documentation required by directives;
 10. Priority rating form; and
 11. Case notes sufficient to document that program service activity has occurred.
- E. Subrecipient shall maintain complete client files at all times. Costs associated with incomplete files found at the time of program monitoring may be disallowed.

SECTION 10. REPORTING REQUIREMENTS

- A. Subrecipient shall electronically submit to Department, no later than fifteen (15) days after the end of each month of the Contract Term, a Funding Report of all expenditures of funds and clients served under this Contract during the previous month. **These reports are due even if Subrecipient has no new activity to report during the month.**
- B. Subrecipient shall submit to Department, no later than forty-five (45) days after the end of the Contract Term, an inventory of all vehicles, tools, and equipment with a unit acquisition cost of \$5,000.00 and /or a useful life of more than one year, if purchased in whole or in part with funds received under this Contract or previous CEAP contracts. The inventory shall include the vehicles, tools, equipment, and appliances purchased with Energy Crisis funds on hand as of the last day of the Contract Term. Subrecipient acknowledges that all equipment and supplies purchased with funds from the CEAP are the property of CEAP and as such, stay with the subrecipient which provides CEAP services in the service area.
- C. Subrecipient shall electronically submit to Department, no later than forty-five (45) days after the end of the Contract Term, a final report of all expenditures of funds and clients served under this Contract. Failure of Subrecipient to provide a full accounting of funds expended under this Contract may result in the termination of this Contract and ineligibility to receive additional funds. If Subrecipient fails to submit a final expenditure/performance report within forty-five (45) days of the end of the Contract Term, Department will use the last report submitted by Subrecipient as the final report.

- D. If Subrecipient fails to submit, in a timely and satisfactory manner, any report or response required by this Contract, Department may withhold any or all payments otherwise due or requested by Subrecipient hereunder. Payments may be withheld until such time as the delinquent report or response is received by Department. If the delinquent report or response is not received within forty-five (45) days of its due date, Department may suspend or terminate this Contract. If Subrecipient receives funds from Department over two or more Contract Terms, funds may be withheld or this Contract suspended or terminated for Subrecipient's failure to submit a past due report or response (including an audit report) from a prior contract or Contract Term.
- E. Subrecipient shall provide the Department with a Data Universal Numbering System (DUNS) number and a Central Contractor Registration (CCR) System number. The DUNS number must be provided in a document from Dun and Bradstreet and the current CCR number must be submitted from a document retrieved from the <https://www.sam.gov> website. These documents must be provided to the Department prior to the processing first payment to Subrecipient. Subrecipient shall maintain a current DUNS number and CCR number for the entire Contract Term.

SECTION 11. VENDOR AGREEMENTS

For each of Subrecipient's vendors, Subrecipient shall implement and maintain a vendor agreement that contains assurances relating to fair billing practices, delivery procedures, and pricing procedures for business transactions involving CEAP clients. All vendor agreements are subject to monitoring procedures performed by TDHCA. All vendor agreements must be renegotiated every two years.

SECTION 12. CHANGES AND AMENDMENTS

- A. Any change, addition or deletion to the terms of this Contract required by a change in federal or state law or regulation is automatically incorporated herein and is effective on the date designated by such law or regulation.
- B. Except as specifically provided otherwise in this Contract, any changes, additions, or deletions to the terms of this Contract shall be in writing and executed by both Parties to this Contract. If any Party returns an executed copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission, to be its original signature.
- C. Written requests for Contract amendment must be received by the Department by no later than forty-five (45) days prior to the end of the Contract Term.

SECTION 13. PROGRAM INCOME

Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this Contract in accordance with the state Uniform Grant Management Standards, more specifically, Chapter III, "State Uniform Administrative Requirements For Grants and Cooperative Agreements", Subpart C - Post-Award Requirements--Financial Administration, §.25, Program Income.

SECTION 14. TECHNICAL ASSISTANCE AND MONITORING

Department may issue technical guidance to explain the rules and provide directions on terms of this Contract. Department or its designee may conduct on and off-site monitoring and evaluation of Subrecipient's compliance with the terms of this Contract. Department's monitoring may include a review of the efficiency, economy, and efficacy of Subrecipient's performance. Department will notify Subrecipient in writing of any deficiencies noted during such monitoring. Department may provide training and technical assistance to Subrecipient in correcting the deficiencies noted. Department may require corrective action to remedy deficiencies noted in Subrecipient's accounting, personnel, procurement, and management procedures and systems in order to comply with State or Federal requirements. Department may conduct follow-up visits to review the previously noted deficiencies and to assess the Subrecipient's efforts made to correct them. Repeated deficiencies may result in disallowed costs. Department may terminate or suspend this Contract or invoke other remedies Department determines to be appropriate in the event monitoring reveals material deficiencies in Subrecipient's performance, or Subrecipient fails to correct any deficiency within a reasonable period of time, as determined by the Department. Department or its designee may conduct an ongoing program evaluation throughout the Contract Term.

SECTION 15. INDEPENDENT SUBRECIPIENT

It is agreed that Department is contracting with Subrecipient as an independent contractor.

SECTION 16. PROCUREMENT STANDARDS

- A. Subrecipient shall comply with 45 C.F.R. Part 92, OMB Circular A-102, 10 T.A.C. §§5.10 and 5.12, and all applicable federal, state, and local laws, regulations, and ordinances for making procurement transactions and purchases under this Contract.
- B. Subrecipient may not use funds provided under this Contract to purchase personal property, equipment, goods, or services with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than \$5,000 unless Subrecipient has received the prior written approval of Department for such purchase.

SECTION 17. SUBCONTRACTS

- A. Subrecipient may not subcontract the primary performance of this Contract, including but not limited to expenditure and performance reporting and drawing funds through the Community Affairs Contract System, and only may enter into properly procured contractual agreements for consulting and other professional services, if Subrecipient has received Department's prior written approval. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract for the delivery of client assistance will be subject to monitoring by the Department as per Section 14.
- B. In no event shall any provision of this Section 17, specifically the requirement that Subrecipient obtain Department's prior written approval of a subcontractor, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Contract, as if such performances rendered were rendered by Subrecipient. Department's approval under this Section 17 does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. Department maintains the right to monitor and require Subrecipient's full compliance with the terms of this Contract. Department's approval under this Section 17 does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.

SECTION 18. AUDIT

- A. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Contract, subject to the following conditions and limitations:
 - 1. Subrecipient expending \$500,000.00 or more in total Federal awards or \$500,000.00 in total state financial assistance shall have an audit performed in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. §7501, and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations". For purposes of this Section 18, "Federal financial assistance" means assistance provided by a Federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, or other assistance, but does not include amounts received as reimbursement for services rendered to individuals in accordance with OMB guidelines. The term includes awards of Federal financial assistance received directly from Federal agencies, or indirectly through other units of State and local government;
 - 2. Section 4, Subsection D, Paragraphs (3) and (4) above notwithstanding, Subrecipient may utilize funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by Department under this Contract.
 - 3. Subrecipient shall submit one (1) copy of such audit report and any associated management letter to the Department's Compliance Division within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subrecipient shall submit such audit report to the Federal Clearinghouse designated by OMB in accordance with OMB Circular A-133. In conjunction with its Single Audit submission to the Department, the Subrecipient shall provide documentation reflecting its submission of the Audit to the Federal Clearinghouse. Subrecipients may email an electronic version of the Audit and Federal Clearinghouse documentation to the Compliance Division at saandacf@tdhca.state.tx.us <<mailto:saandacf@tdhca.state.tx.us>>. Subrecipient shall make audit report available for public inspection within thirty (30) days after receipt of the audit report(s). Audits performed under this Section are subject to review and resolution by Department or its authorized representative.
 - 4. The audit report must include verification of all expenditures by budget category, in accordance with the Budget attached as Exhibit A to this Contract and incorporated herein for all relevant purposes.
- B. The cost of auditing services for a Subrecipient expending less than \$500,000.00 in total Federal awards per fiscal year is not an allowable charge under Federal awards.

- C. Subsection A of this Section 18 notwithstanding, Department reserves the right to conduct an annual financial and compliance audit of funds received and performance rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and obtain any documents, materials, or information necessary to facilitate such audit.
- D. Subrecipient understands and agrees that it shall be liable to the Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Subrecipient further understands and agrees that reimbursement to Department of such disallowed costs shall be paid by Subrecipient from funds which were not provided or otherwise made available to Subrecipient under this Contract.
- E. Subrecipient shall facilitate the performance of such audit or audits conducted pursuant to this Section 18 as Department may require of Subrecipient.
- F. Subrecipient shall procure audit services through an open, competitive process at least once every four years. The auditor shall retain working papers and reports for a minimum of the three years after the date of directive of the auditor's report to the Subrecipient. Audit working papers shall be made available upon request to Department at the completion of the audit, as part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this Section. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.
- G. For any fiscal year ending within or immediately after the Contract Term, Subrecipient must submit an "Audit Certification Form" (available from the Department) within sixty (60) days after the Subrecipient's fiscal year end.

SECTION 19. MANAGEMENT OF EQUIPMENT AND INVENTORY

- A. Subrecipient shall comply with Chapter 5, Subchapter A of the State Rules.
- B. Upon the termination of this Contract or non-renewal of CEAP funds, Department may require transfer of title to any such property or equipment having a useful life of one year or more or a unit acquisition cost (the net invoice unit price of an item of equipment) of \$5,000 or more to itself or to any other entity receiving federal funding.

SECTION 20. TRAVEL AND TRAINING

The travel funds are to be used only for Department-approved training events. Subrecipient shall adhere to OMB Circular A-87 and either its board-approved travel policy, or in the absence of such a policy, the State of Texas travel policies under Section 5.9 of the State Rules. Subrecipient's written travel policy shall delineate the rates which Subrecipient shall use in computing the travel and *per diem* expenses of its board members and employees.

SECTION 21. BONDING AND INSURANCE REQUIREMENTS

- A. If Subrecipient will enter in to a construction or facility improvements contract with a third-party in the amount of \$25,000.00 or greater, Subrecipient must execute with the contractor a payment bond in the full amount of the contract. If the Subrecipient will enter in to contract with a prime contractor in excess of \$100,000.00, a performance bond in the full amount of the contract is also required. These bonds must be executed by a corporate surety authorized to do business in Texas, a list of which may be obtained from the State Insurance Department. Such assurances of completion will run to the Department as obligee and must be documented prior to the start of construction. This bonding requirement applies to the extent required by federal or state law.
- B. Subrecipient shall maintain adequate personal injury and property damage liability insurance. Subrecipient is encouraged to obtain pollution occurrence insurance in addition to the general liability insurance. Generally, regular liability insurance policies do not provide coverage for potential effects of many health and safety measures, such as lead disturbances and other pollution occurrence items. Subrecipient should review existing policies to determine if lead contamination is covered. If it is not, Subrecipient should consider securing adequate coverage for all construction projects. Additional liability insurance costs may be paid from administrative funds. The Department strongly recommends the Subrecipient require their contractors to carry pollution occurrence insurance to avoid being liable for any mistakes the contractors may make. Each agency should get a legal opinion regarding the best course to take for implementing the pollution occurrence insurance coverage.

SECTION 22. LITIGATION AND CLAIMS

Subrecipient shall give Department immediate written notice of any claim or action filed with a court or administrative agency against Subrecipient and arising out of the performance of this Contract or any subcontract hereunder. Subrecipient shall furnish to Department copies of all pertinent papers received by Subrecipient with respect to such action or claim.

SECTION 23. LEGAL AUTHORITY

- A. Subrecipient assures and guarantees that it possesses the legal authority to enter into this Contract, to receive and manage the funds authorized by this Contract, and to perform the services Subrecipient has obligated itself to perform hereunder. The execution, delivery, and performance of this Contract will not violate Subrecipient's constitutive documents or any requirement to which Subrecipient is subject and represents the legal, valid, and binding agreement of Subrecipient, enforceable in accordance with its terms.
- B. The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Contract to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to the terms, provisions and performances herein.
- C. Department shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Subrecipient, or the person signing this Contract on behalf of Subrecipient, to enter into this Contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this Contract, if the Department has terminated this Contract for reasons enumerated in this Section 23.

SECTION 24. COMPLIANCE WITH LAWS

- A. FEDERAL, STATE AND LOCAL LAW. Subrecipient shall comply with the LIHEAP Act, the federal rules and regulations promulgated under the LIHEAP Act, the State Act, the State Rules, LIHEAP State Plan, the certifications attached, and all federal, state, and local laws and regulations applicable to the performance of this Contract.
- B. LIMITED ENGLISH PROFICIENCY (LEP). Subrecipient must provide program applications, forms, and educational materials in English, Spanish, and any appropriate language, based on the needs of the service area and in compliance with the requirements in Executive Order 13166 of August 11, 2000. To ensure compliance, the Subrecipient must take reasonable steps to insure that persons with Limited English Proficiency have meaningful access to the program. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.

SECTION 25. PREVENTION OF WASTE, FRAUD, AND ABUSE

- A. Subrecipient shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this Contract. The systems and procedures shall address possible waste, fraud, and abuse by Subrecipient, its employees, clients, vendors, subcontractors and administering agencies. Subrecipient's internal control systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by Department.
- B. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purposes of any investigation of the Comprehensive Energy Assistance Program. Subrecipient shall immediately notify Department of any discovery of waste, fraud, or abuse. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse in the Comprehensive Energy Assistance Program.
- C. Subrecipient may not discriminate against any employee or other person who reports a violation of the terms of this Contract, or of any law or regulation, to Department or to any appropriate law enforcement authority, if the report is made in good faith.

SECTION 26. CERTIFICATION REGARDING UNDOCUMENTED WORKERS

Pursuant to Chapter 2264 of the Texas Government Code, by execution of this Contract, Subrecipient hereby certifies that Subrecipient/Local Operator, or a branch, division, or department of Subrecipient does not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Subrecipient, or a branch, division, or department of Subrecipient is convicted of a violation under 8 U.S.C. Section 1324a(f), Subrecipient shall repay the public subsidy with interest, at a rate of five percent (5%) per annum, not later than the 120th day after the date the Department notifies Subrecipient of the violation.

SECTION 27. CONFLICT OF INTEREST/NEPOTISM

- A. Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.
- B. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award.
- C. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.
- D. Subrecipient shall, in addition to the requirements of this Section, follow the requirements of Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.
- E. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract and may result in termination of the Contract or deobligation of funds.

SECTION 28. POLITICAL ACTIVITY PROHIBITED

- A. None of the funds provided under this Contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Subrecipient from furnishing to any member of its governing body upon request, or to any other local or state official or employee, or to any citizen, information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.
- B. No funds provided under this Contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Subrecipient, the State of Texas, or the government of the United States.

SECTION 29. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

- A. A person shall not be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this Contract, on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief.
- B. Subrecipient agrees to carry out an Equal Employment Opportunity Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- C. Subrecipient will include the substance of this Section 29 in all subcontracts.

SECTION 30. CERTIFICATION REGARDING CERTAIN DISASTER RELIEF CONTRACTS

The Department may not award a Contract that includes proposed financial participation by a person who, during the five year period preceding the date of this Contract, has been convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or assessed a penalty in a federal, civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

By execution of this Contract, the Subrecipient/Local Operator hereby certifies that it is eligible to participate in this Program and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

SECTION 31. MAINTENANCE OF EFFORT

Funds provided to Subrecipient under this Contract may not be substituted for funds or resources from any other source nor in any way serve to reduce the funds or resources which would have been available to, or provided through, Subrecipient had this Contract never been executed.

SECTION 32. DEBARRED AND SUSPENDED PARTIES

By signing this Contract, Subrecipient certifies that none of its principal employees, board members, agents, or contractors agents are included in the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA) as provided in the Certification Regarding Debarment, Suspension and Other Responsibility Matters attached hereto as Addendum D and incorporated herein for all relevant purposes. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in the certification attached as Addendum D, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Subrecipient also certifies that it will not knowingly award any funds provided by this Contract to any person who is proposed for debarment under 48 CFR part 9, subpart 9.4 or that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the System for Award Management (SAM) at www.sam.gov and including a copy of the results in its project files. Subrecipient may decide the frequency by which it determines the eligibility of its subcontractors. Subrecipient may rely upon a certification of a prospective subcontractor that is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless Subrecipient knows that the certification is erroneous. Failure of Subrecipient to furnish the certification attached hereto as Addendum D or an explanation of why it cannot provide said certification shall disqualify Subrecipient from participation under this Contract. The certification or explanation will be considered in connection with the Department’s determination whether to continue with this Contract. Subrecipient shall provide immediate written notice to Department if at any time Subrecipient learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Subrecipient further agrees by executing this Contract that it will include the certification provision titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusive-Subcontracts,” as set out in Addendum D, without modification, and this language under this Section 32, in all its subcontracts.

SECTION 33. FAITH BASED AND SECTARIAN ACTIVITY

Funds provided under this Contract may not be used for sectarian or inherently religious activities such as worship, religious instruction or proselytization, and must be for the benefit of persons regardless of religious affiliation. Subrecipient shall comply with the regulations promulgated by the HHS at 45 C.F.R. §87.2.

SECTION 34. COPYRIGHT

Subrecipient may copyright materials developed in the performance of this Contract or with funds expended under this Contract. Department and HHS shall each have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the copyrighted work for government purposes.

SECTION 35. NO WAIVER

Any right or remedy given to Department by this Contract shall not preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.

SECTION 36. SEVERABILITY

If any section or provision of this Contract is held to be invalid or unenforceable by a court or administrative tribunal of competent jurisdiction, the remainder shall remain valid and binding.

SECTION 37. ORAL AND WRITTEN AGREEMENTS

- A. All oral and written agreements between the Parties relating to the subject matter of this Contract have been reduced to writing and are contained in this Contract.
- B. The attachments enumerated and denominated below are a part of this Contract and constitute promised performances under this Contract:
 - 1. Addendum A - Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
 - 2. Addendum B - Certification Regarding Drug-Free Workplace Requirements
 - 3. Addendum C - Certification Regarding Environmental Tobacco Smoke
 - 4. Addendum D - Certification Regarding Debarment, Suspension and Other Responsibility Matters
 - 5. Exhibit A - Budget
 - 6. Exhibit B - PRWORA Requirements for the Comprehensive Energy Assistance Program

SECTION 38. SPECIAL CONDITIONS

- A. In order to achieve compliance with the LIHEAP Act, Subrecipient must coordinate with other energy related programs. Specifically, Subrecipient must make documented referrals to the local Weatherization Assistance Program subrecipient and, if operational, the Lite Up Texas program administered by the Public Utility Commission of Texas.
- B. Subrecipient shall accept applications for CEAP benefits at sites that are geographically accessible to all Households in the service area. Subrecipient shall provide Elderly Persons and Persons with Disabilities who cannot independently travel to the application site the means to submit applications for CEAP benefits without leaving their residence or by securing transportation for them to the sites that accept such applications.

SECTION 39. APPEALS PROCESS

In compliance with the LIHEAP Act, Subrecipient must provide an opportunity for a fair administrative hearing to individuals whose application for assistance is denied, terminated or not acted upon in a timely manner. Subrecipient must establish a denial of service complaint procedure in accordance with Section 5.405 of the State Rules.

SECTION 40. USE OF ALCOHOLIC BEVERAGES

Funds provided under this Contract may not be used for the payment of salaries to any Subrecipient's employees who use alcoholic beverages while on active duty, for travel expenses expended for alcoholic beverages, or for the purchase of alcoholic beverages.

SECTION 41. FORCE MAJURE

If the obligations are delayed by the following, an equitable adjustment will be made for delay or failure to perform hereunder:

- A. Any of the following events: (i) catastrophic weather conditions or other extraordinary elements of nature or acts of God; (ii) acts of war (declared or undeclared), (iii) acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; and (iv) quarantines, embargoes and other similar unusual actions of federal, provincial, local or foreign Governmental Authorities; and
- B. The non-performing party is without fault in causing or failing to prevent the occurrence of such event, and such occurrence could not have been circumvented by reasonable precautions and could not have been prevented or circumvented through the use of commercially reasonable alternative sources, workaround plans or other means.

SECTION 42. TIME IS OF THE ESSENCE

Time is of the essence with respect to Subrecipient's compliance with all covenants, agreements, terms and conditions of this Contract.

SECTION 43. COUNTERPARTS AND FACSIMILE SIGNATURES

This Contract may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or other electronic transmission, and any such signature shall have the same legal effect as an original.

SECTION 44. NUMBER, GENDER

Unless the context requires otherwise, the words of the masculine gender shall include the feminine, and singular words shall include the plural.

SECTION 45. NOTICE

- A. If a notice is provided concerning this Contract, notice may be given at the following (herein referred to as "Notice Address")

As to Department:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
P. O. Box 13941
Austin, Texas 78711-3941
Attention: Michael De Young
Telephone: (512)- 475-2125
Fax: (512) - 475-3935
michael.deyoung@tdhca.state.tx.us

As to Subrecipient:

City of Lubbock
PO Box 2000
Lubbock, TX 79457
Attention: Glen Robertson, Mayor
Telephone: (806) 775-2301 Fax: (806) 775-3917

- B. All notices or other communications hereunder shall be deemed given when delivered, mailed by overnight service, or five days after mailing by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate Notice Address as defined in the above Subsection A of this Section 45.

SECTION 46. VENUE AND JURISDICTION

This Contract is delivered and intended to be performed in the State of Texas. For purposes of litigation pursuant to this Contract, venue shall lie in Travis County, Texas.

EXECUTED to be effective on **May 01, 2015**

SUBRECIPIENT:

City of Lubbock
a political subdivision of the State of Texas

By:
Title:
Date:

DEPARTMENT:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS,
a public and official agency of the State of Texas

By:
Title: Its duly authorized officer or representative
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 58140002219 FOR THE
FY 2014 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

ADDENDUM A

**CERTIFICATION REGARDING LOBBYING FOR
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of its knowledge and belief, that:

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

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

STATEMENT FOR LOAN GUARANTEES AND LOAN INSURANCE

The undersigned states, to the best of its knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SUBRECIPIENT:

City of Lubbock
a political subdivision of the State of Texas

By:
Title:
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER **58140002219** FOR THE
FY 2014 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

ADDENDUM B

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645 (a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the Department of Health and Human Services, the central point is: Division of Grants Management and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, SW Washington, DC 20201.

The undersigned certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within 10 calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted-
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Place(s) of Performance [site(s) for the performance of work done in connection with the specific grant] (include street address, city, county, state, zip code):

- 1. _____
- 2. _____
- 3. _____
- 4. _____

Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios). If Subrecipient does not identify the workplaces at the time of application, or upon award, if there is no application, the Subrecipient must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.

This certification is a material representation of fact upon which reliance is placed when the Department awards the grant. If it is later determined that Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, Department, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

SUBRECIPIENT:

City of Lubbock
a political subdivision of the State of Texas

By:
Title:
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER **58140002219** FOR THE
FY 2014 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

ADDENDUM C

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

The undersigned certifies to the following:

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this Contract the Subrecipient certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

SUBRECIPIENT:

City of Lubbock
a political subdivision of the State of Texas

By:
Title:
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER **5814002219** FOR THE
FY 2014 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

ADDENDUM D

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

The undersigned certifies, to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the undersigned Subrecipient is unable to certify to any of the statements in this certification, such Subrecipient shall attach an explanation of why it cannot provide said certification to this Contract.

The undersigned Subrecipient further agrees and certifies that it will include the below clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Subcontracts/Lower Tier Covered Transaction," without modification, in all subcontracts and in all solicitations for subcontracts:

**"CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -
SUBCONTRACTS/ LOWER TIER COVERED TRANSACTIONS**

- (1) The prospective lower tier participant/subcontractor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant/subcontractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

LOWER TIER PARTICIPANT/SUBCONTRACTOR:

[Signature]
Printed Name: _____
Title: _____
Date: _____"

This certification is a material representation of fact upon which reliance is placed when the Department awards the grant. If it is later determined that Subrecipient knowingly rendered an erroneous certification, in addition to any other remedies available to the Federal Government, the Department may terminate this Contract for cause or default.

SUBRECIPIENT:

City of Lubbock
a political subdivision of the State of Texas

By:
Title:
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 5814002219 FOR THE
FY 2014 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

EXHIBIT A
BUDGET

City of Lubbock
a political subdivision of the State of Texas

DEPARTMENT FINANCIAL OBLIGATIONS

\$ 235,528.00 CEAP FUNDS CURRENTLY AVAILABLE

TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

BUDGET FOR AVAILABLE ALLOCATIONS

BUDGET CATEGORY	FUNDS	%
Administration	\$ 14,720.00	-
Direct Services	\$ 220,808.00	-
TOTAL CEAP BUDGET	\$ 235,528.00	-

BUDGET CATEGORY	FUNDS	%
Household Crisis	\$ 101,572.00	46.00
Utility Assistance	\$ 101,571.00	46.00
Program Services	\$ 17,665.00	8.00
TOTAL DIRECT SERVICES	\$ 220,808.00	100.00

Subrecipient's service area consists of the following Texas counties:

LUBBOCK

General Administrative and coordination of CEAP, including costs and all indirect (or overhead) cost, examples include salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to 6.25% of the Contract expenditures, excluding Training/Travel costs. All other administrative costs, exclusive of costs for program services, must be paid with nonfederal funds.

Program services costs shall not exceed the maximum 8%. Program services cost includes direct administrative cost associated with providing the client direct service salaries and benefits cost for staff providing program services, cost for supplies, equipment, travel, postage, utilities, rental of office space. All items listed above are allowable program services cost when associated with providing client direct services. Other program services costs may include outreach activities and expenditures on the information technology and computerization needed for tracking or monitoring required by CEAP.

Department's prior written approval for purchase or lease of equipment with an acquisition cost of \$5,000 and over is required. Approval of this budget does not constitute prior approval for such purchases.

Funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility.

Subrecipient is limited to only one budget revision request during the first 6 months of the Contract Term. A second and final budget revision must be received by the Department no later than 45 days prior to the end of the Contract Term.

Subrecipient shall provide outreach services under all components in this category. Failure to do so may result in Contract termination. Subrecipient must document outreach, whether the outreach is conducted with CEAP funds or other funds.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER **5814002219** FOR THE
FY 2014 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

EXHIBIT B
PRWORA REQUIREMENTS

City of Lubbock
a political subdivision of the State of Texas

If an individual is applying for LIHEAP funds, a subrecipient must verify that the individual applying for LIHEAP funds is a qualified recipient for funding under the Personal Responsibility and Work Opportunity Act of 1996, ("PRWORA"), Pub. L. 104-193, 110 Stat. 2105, codified at 8 U.S.C. §1601 et. seq., as amended by the Omnibus Appropriations Act, 1997, Pub. L. 104-208.

To ensure that a non-qualified applicant does not receive "federal public benefits," a unit of general purpose government that administers "federal public benefit programs" is required to determine, and to verify, the individual's alienage status before granting eligibility. 8 U.S.C. §1642 (a) and (b). Subrecipient must use the SAVE verification system to verify and document qualified alien eligibility once access to the system is provided by the Department.

An exception to the requirement of verification of alienage status applies when the applicant's eligibility is determined by a non-profit charitable organization. To be eligible for this exemption, an organization must be both "nonprofit" and "charitable." If Subrecipient claims "non-profit, charitable status Subrecipient shall supply TDHCA with any requested information Department believes is necessary to verify that Subrecipient is a non-profit charitable organization. An organization is "nonprofit" if it is organized and operated for purposes other than making gains or profits for the organization, its member or its shareholders, and is precluded from distributing any gains or profits to its members or shareholders. Simply holding a valid 501(c)(x) designation is not sufficient. An organization is "charitable" if it is organized and operated for charitable purposes. The term "charitable" should be interpreted in its generally accepted legal sense as developed by judicial decisions. It includes organizations dedicated to relief of the poor and distressed or the underprivileged, as well as religiously-affiliated organizations and educational organizations.

**CERTIFICATION REGARDING USE OF THE SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE)
SYSTEM**

Subrecipient shall:

(1) System Use.

(a) Establish the identity of the applicants and require each applicant to present the applicant's immigration or naturalization documentation that contains the information (e.g., alien registration number) required by the SAVE Program;

(b) Physically examine the documentation presented by the applicant and determine whether the document(s) reasonably appear(s) to be genuine and to relate to the individual;

(c) Provide to the SAVE Program the information the SAVE Program requires to respond to Subrecipient requests for verification of immigration or naturalized or derived citizenship status information, including (1) information from the applicant's immigration or naturalization documentation for initial automated verification, (2) additional information obtained from the alien's immigration or naturalization documentation for automated additional verification, and (3) completed Forms G-845 and other documents and information required for manual additional verification. For manual only verification, ensure that Forms G-845 and other documents and information required for manual verification are provided;

(d) Ensure that, prior to using the Verification Information System, all employees designated by Subrecipient to use SAVE on behalf of the Subrecipient ("Users") performing verification procedures complete SAVE required training including: reading the SAVE Program Guide, taking the latest version of Web tutorial(s), <http://www.uscis.gov/save/what-save/save-webinars>, and maintaining a working knowledge of requirements contained therein and in this Contract as updated. Documentation of training must be maintained by the Subrecipient for monitoring review;

- (e) Ensure that Users are provided with and maintain User Ids only while they have a need to perform verification procedures;
- (f) Ensure all Users performing verification procedures comply with all requirements contained in the SAVE Program Guide, web-based tutorial, this Contract, and updates to these requirements;
- (g) Ensure that all Users performing verification procedures have contact information for the SAVE Program and SAVE Monitoring and Compliance. Contact information can be found at <http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=0d37dff79029310VgnVCM100000082ca60aRCRD&vgnnextchannel=0d37dff79029310VgnVCM100000082ca60aRCRD>;
- (h) Ensure all Users perform any additional verification procedures the SAVE Program requires and/or the applicant requests after the Subrecipient initiates a request for verification;
- (i) Use any information provided by DHS-USCIS under this Contract solely for the purpose of determining the eligibility of persons applying for the benefit issued by the Subrecipient and limit use of such information in accordance with this and all other provisions of this Contract;
- (j) Comply with the requirements of the Federal Information Security Management Act (FISMA (PL-107-347), Title III, Section 301) and OMB guidance as applicable to electronic storage, transport of records between agencies, and the internal processing of records received by either agency under the terms of this Contract;
- (k) Safeguard such information and access methods to ensure that it is not used for any other purpose than described in this Contract and protect its confidentiality; including ensuring that it is not disclosed to any unauthorized person(s) without the prior written consent of DHS-USCIS. Each applicant seeing access to information regarding him/herself may do so by submitting a written signed request to DHS-USCIS. Instructions for submitting request may be found at http://www.uscis.gov/USCIS/Verification/SAVE/SAVE_Native_Documents/Fact_Sheet_HowToCorrectYourRecordswithUSCIS.pdf (subject to revision and reposting on the SAVE Website and Online Resources);
- (l) Comply with the Privacy Act, 5 U.S.C. Section 552a, the Texas Public Information Act and other applicable laws, regulations, and policies, including but not limited to all OMB and DHS privacy guidance, in conducting verification procedures pursuant to this Contract, and in safeguarding, maintaining, and disclosing any data provided or received pursuant to the Contract;
- (m) Comply with federal laws prohibiting discrimination against applicants and discriminatory use of the SAVE Program based upon the national origin, color, race, gender, religion, or disability of the applicant;
- (n) Provide all benefit-applicants who are denied benefits based solely or in part on the SAVE response with adequate written notice of the denial and the information necessary to contact DHS-USCIS so that such individual may correct their records in a timely manner, if necessary. A Fact Sheet that includes the process by which applicants may contact DHS - USCIS is posted at http://www.uscis.gov/USCIS/Verification/SAVE/SAVE_Native_Documents/Fact_Sheet_HowToCorrectYourRecordswithUSCIS.pdf (subject to revision and reposting on the SAVE Website and Online Resources);
- (o) Provide all benefit-applicants who are denied benefits based solely or in part on the SAVE response with the opportunity to use the Subrecipient's existing process to appeal the denial and to contact DHS-USCIS to correct their records prior to a final decision, if necessary; and
- (p) Refrain from using SAVE, or assisting any person or entity, to comply with the employment eligibility verification requirements of Section 274A of the Immigration and Nationality Act, 8 U.S.C. Section 1324a.

(2) Monitoring and Compliance.

- (a) Allow Department and SAVE Monitoring and Compliance to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by the Subrecipient, including, but not limited to original applicant consent documents required by the Privacy Act, 5 U.S.C. Section 552a or other applicable authority;
- (b) Notify the Department's Compliance Division immediately whenever there is reason to believe a violation of this agreement has occurred;
- (c) Notify the Department's Compliance Division immediately whenever there is reason to believe an information breach has occurred as a result of User or Subrecipient action or inaction pursuant to Office of Management and Budget (OMB) Memorandum M-07-16, "Safeguarding Against and Responding to the Breach of Personally Identifiable Information;"

- (d) Allow Department and SAVE Monitoring and Compliance to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by any User, including, but not limited to original applicant consent documents required by the Privacy Act, 5 U.S.C. Section 552a or other applicable authority;
- (e) Allow Department and SAVE Monitoring and Compliance to conduct desk audits and/or site visits to review Subrecipient's compliance with this Exhibit C and all other SAVE-related policy, procedures, guidance and law applicable to conducting verification and safeguarding, maintaining, and disclosing any data provided or received pursuant to this Contract;
- (f) Allow Department and SAVE Monitoring and Compliance to perform audits of Subrecipient's User Ids use and access, SAVE Training Records, SAVE financial records, SAVE biographical information, system profiles and usage patterns and other relevant data;
- (g) Allow Department and SAVE Monitoring and Compliance to interview any and all Users and any and all contact persons or other personnel within the Subrecipient's organization or relevant contractors regarding any and all questions or problems which may arise in connection with the Subrecipient's participation in SAVE;
- (h) Allow Department and SAVE Monitoring and Compliance to monitor system access and usage and to assist SAVE users as necessary to ensure compliance with the terms of this Exhibit C and the SAVE Program requirements by its authorized agents or designees; and
- (i) Take corrective measures in a timely manner to address all lawful requirements and recommendations on every written finding including but not limited to those of the Department or SAVE Monitoring and Compliance regarding waste, fraud, and abuse, and discrimination or any misuse of the system, non-compliance with the terms, conditions and safeguards of this Exhibit C, SAVE Program procedures or other applicable law, regulation or policy.

Criminal Penalties.

- (1) DHS-USCIS reserves the right to use information from TDHCA or Subrecipient for any purpose permitted by law, including, but not limited to, the prosecution of violations of Federal administrative or criminal law.
- (2) The Subrecipient acknowledges that the information it receives from DHS-USCIS is governed by the Privacy Act, 5 U.S.C. Section 552a(i)(1), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this Contract may be subject to criminal penalties.

Third Party Liability.

- (1) Each party to this Contract shall be solely responsible for its own defense against any claim or action by third parties arising out of or related to the execution and/or performance of this Contract, whether civil or criminal, and retain responsibility for the payment of any corresponding liability.
- (2) Nothing in this Contract is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, the State of Texas, its agencies, officers, or employees, or the Subrecipient.

Points of Contact

Sharon D. Gamble
Manager, Planning, Training and Technical Assistance
Texas Department of Housing and Community Affairs
Community Affairs Division
P.O. Box 13941
Austin, TX 78711-3941
Phone: (512) 475-0471
Email: sharon.gamble@tdhca.state.tx.us

USCIS SAVE Program MS 2620
U.S. Citizenship and Immigration Services
Department of Homeland Security
Washington, DC 20529-2620
ATTN: SAVE Operations
Phone: (888) 464-4218
Email: saveregistration@dhs.gov

USCIS SAVE Monitoring and Compliance MS 2640
U.S. Citizenship and Immigration Services
Department of Homeland Security
Washington, DC 20529-2640
Phone: (888) 464-4218
Email: save.monitoring@dhs.gov



Regular City Council Meeting

6. 2.

Meeting Date: 07/23/2015

Information

Agenda Item

Budget Amendment Ordinance 1st Reading - Finance: Consider Budget Ordinance Amendment 28 amending the FY 2014-15 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of Public Safety for the Emergency Management Preparedness Grant; respecting the General Fund by decreasing the Transfer to the Grant Fund; providing for filing; and providing for a savings clause.

Item Summary

- I. Accept and appropriate \$78,238 from the Texas Department of Public Safety for the Emergency Management Preparedness Grant.

- II. Decrease the transfer from the General Fund to the Grant Fund by \$59,864 from \$435,877 to \$376,013.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance-BA 28

Grant Detail Sheet - EMPG

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2014-15 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS DEPARTMENT OF PUBLIC SAFETY FOR THE EMERGENCY MANAGEMENT PREPAREDNESS GRANT; RESPECTING THE GENERAL FUND BY DECREASING THE TRANSFER TO THE GRANT FUND; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

WHEREAS, the City Council deems it advisable to change the FY 2014-15 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2014-15 (Budget Amendment #28) for municipal purposes, as follows:

- I. Accept and appropriate \$78,238 from the Texas Department of Public Safety for the Emergency Management Preparedness Grant.
- II. Decrease the transfer from the General Fund to the Grant Fund by \$59,864, from \$435,877 to \$376,013.

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

**City of Lubbock, TX
Grant Award
New Grant - Budget Detail
July 23, 2015**

Administrative Information:

City Assigned Grant Number:		<u>87078</u>
Grant Name:	<u>Emergency Management Performance Grant</u>	
Grant Effective Date:	<u>10/1/2014-3/31/2016</u>	
Grant Provider/Agency:	<u>Texas Department of Public Safety</u>	
Grant Award Amount:		<u>\$ 78,238</u>

Budget Information:

	<u>Cost</u>
Grant Appropriation Detail	
General Fund Reimbursement	59,864
Other - Allocation to County	18,374
 Total Appropriation	 <u><u>\$ 78,238</u></u>



Regular City Council Meeting

6. 3.

Meeting Date: 07/23/2015

Information

Agenda Item

Ordinance Amendment 1st Reading - Public Works Traffic Engineering: Consider an ordinance amending Section 20.05.102 of the Code of Ordinances of the City of Lubbock, with regard to the establishment of speed limits.

Item Summary

The ordinance amendment changes the speed limits along City and On-System State roads.

Standard procedure upon completion of a new roadway involves conducting a speed study to determine the 85th percentile speed, which is typically the recommended speed limit. Traffic Engineering conducted a speed zone study along Frankford Avenue from 98th Street to 114th Street because there was a conflict between the posted speed limit and the speed limit listed in the ordinance. The 85th Percentile Speed was recorded to be 49-51 MPH at three study locations for northbound and southbound traffic. Traffic Engineering recommends amending the ordinance for this section of Frankford Avenue to 50 MPH based on the results of the speed study. This will decrease the legal speed limit from 55 MPH to 50 MPH. Staff presented the speed ordinance amendment along Frankford Avenue to the Citizens Traffic Commission on June 16, 2015.

Annexations have changed the City limit boundaries which affect speed limit descriptions in the ordinance. Roadways addressed in this 2015 ordinance amendment are 130th Street (FM 1585), Slide Road (FM 1730), Frankford Avenue, and Clovis Road (US 84), and University Avenue. Attached documents detail the proposed changes related to annexations.

Fiscal Impact

None.

Staff/Board Recommending

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

The Citizens Traffic Commission recommends approval of the speed limit change to 50 MPH along Frankford Avenue, 98th Street to 114th Street.

Attachments

[Ordinance Speed Limit](#)

[Summary of changes](#)

[Speed Limit Map](#)

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 20.05.102 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO THE ESTABLISHMENT OF SPEED LIMITS; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interests of the health, safety and welfare of the citizens of the City of Lubbock to make the following amendment to Section 20.05.102 of the Code of Ordinances of the City of Lubbock, Texas; NOW THEREFORE:

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

SECTION 1. THAT Section 20.05.102, Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 20.05.102. Limits on specific Streets, Highways, etc., and portions thereof.

Pursuant to the provisions of Section 20.05.102, speed limits for specific streets, roads, highways and other vehicle ways and portions thereof within the city limits shall be as follows:

<i>Line Item No.</i>	<i>Lubbock Street Name (TxDOT Name)</i>	<i>Travel Direction</i>	<i>Speed Limit Description</i>	<i>Speed</i>
1	East 4th Street (FM40)	West Only	From East City Limits to 60ft West of Linden Ave.	50
2	East 4th Street (FM40)	West Only	From 60ft West of Linden Ave. to 0.2mi East of Idalou Rd (US 62)	55
3	East 4th Street (FM40)	East Only	From 0.2mi East of Idalou Rd to the East City Limits	50
4	East 4th Street (FM40)	East & West	From 0.2mi East of Idalou Rd (US 62) to Idalou Rd (US 62)	40
5	East 4th Street	East & West	From Idalou Road to M L King, Jr. Blvd.	35
6	4th Street (FM 2255)	East & West	From Elgin Ave. to 0.10mi East of Toledo Ave.	50
7	4th Street (FM 2255)	East & West	From 0.10mi East of Toledo Ave. to 200ft West of Homestead Ave.	45
8	4th Street (FM 2255)	East & West	From 200ft West of Homestead Ave. to 486ft East of Quincy Ave.	50
9	4th Street (FM 2255)	East & West	From 486ft East of Quincy to 0.292mi East of Inler Ave (FM 179)	60
10	4th Street (FM 2255)	East & West	From 0.292mi East of Inler Ave (FM 179) to 0.3mi East of Research Blvd. (Spur 309)	55
11	4th Street (FM 2255)	East & West	From 0.30mi East of Research Blvd. (Spur 309) to Research Blvd. (Spur 309)	50

<i>Line Item No.</i>	<i>Lubbock Street Name (TxDOT Name)</i>	<i>Travel Direction</i>	<i>Speed Limit Description</i>	<i>Speed</i>
12	East 19th Street	East & West	From East City Limits to East Loop 289	35
13	East 19th Street	East & West	From East Loop 289 to Guava Ave.	40
14	East 19th Street	East & West	From Guava Ave. to Spruce Ave.	30
15	East 19th Street (US 62 / SH 114)	West Only	From M L King, Jr. Blvd. to Canyon Lake Drive	45
16	East 19th Street (US 62 / SH 114)	West Only	From Canyon Lake Drive to 80ft West of Birch Ave.	50
17	East 19th Street (US 62 / SH 114)	West Only	From 80ft West of Birch Ave. to Avenue A	35
18	East 19th Street (US 62 / SH 114)	East Only	From Avenue A to Weber Drive	35
19	East 19th Street (US 62 / SH 114)	East Only	From Weber Drive to M L King, Jr. Blvd.	50
20	East 19th Street (US 62 / SH 114)	East & West	From Avenue A to Canton Ave.	35
21	East 19th Street (US 62 / SH 114)	West Only	From Canton Ave. to Gary Ave.	40
22	East 19th Street (US 62 / SH 114)	West Only	Gary Ave. to Orlando Ave.	45
23	East 19th Street (US 62 / SH 114)	East Only	From Marsha Sharp Frwy (US 82) to Canton Ave.	40
24	19th Street (SH 114)	East & West	From Orlando Ave. to West Loop 289	45
25	19th Street (SH 114)	East & West	From West Loop 289 to Juneau Ave.	50
26	19th Street (SH 114)	East & West	From Juneau Ave. to Yuma Ave.	55
27	19th Street (SH 114)	East & West	From Yuma Ave. to West City Limits	60
28	21st Street	East & West	From Joliet Ave. to Louisville Ave.	20
29	29th Drive	East & West	From 34th St. to Marsha Sharp Freeway (US 62/82)	35
30	29th Drive	East & West	From Marsha Sharp Freeway (US 62/82) to Slide Rd	35
31	29th Street	East & West	From Slide Road to Chicago Ave.	35

<i>Line Item No.</i>	<i>Lubbock Street Name (TxDOT Name)</i>	<i>Travel Direction</i>	<i>Speed Limit Description</i>	<i>Speed</i>
32	East 34th Street	East & West	From M L King, Jr. Blvd. to Avenue A	40
33	34th Street	East & West	From Avenue A to Avenue G	40
34	34th Street	West Only	From Avenue G to Avenue J	40
35	34th Street	East Only	From Avenue J to Avenue G	35
36	34th Street	East & West	From Avenue J to Slide Road	35
37	34th Street	East & West	From Marsha Sharp Frwy to 160ft West of Englewood Ave.	35
38	34th Street	East & West	From 160ft West of Englewood Ave. to 930ft West of West Loop 289	40
39	34th Street	East & West	From 930ft West of West Loop 289 to the West City Limits	50
40	East 40th Street	East & West	From M L King, Jr. Blvd. to Avenue A	35
41	East 50th Street (FM 835)	West Only	From the East City Limits to East Loop 289	60
42	East 50th Street (FM 835)	West Only	From East Loop 289 to 0.15mi East of Guava Ave.	55
43	East 50th Street (FM 835)	East Only	From 0.15mi East of Guava Ave. to the East City Limits	55
44	East 50th Street (FM 835)	East & West	From 0.15mi East of Guava Ave. to Avenue A	45
45	East 50th Street (FM 835)	East & West	From Avenue A to Interstate-27	40
46	50th Street	East & West	From Interstate-27 to West Loop 289	40
47	East 66th Street	East & West	From M L King, Jr, Blvd. to East Slaton Road (US 84)	45
48	66th Street	East & West	From East Slaton Road (US 84) to Interstate-27	45
49	66th Street	East & West	From Interstate-27 to Indiana Ave.	35
50	66th Street	East & West	From Frankford Ave. to Marsha Sharp Frwy (US 62/82)	45
51	74th Street	East & West	From University Ave. to Elgin Ave.	35

Line Item No.	Lubbock Street Name (TxDOT Name)	Travel Direction	Speed Limit Description	Speed
52	74th Street	East & West	From Quaker Ave. to Utica Ave.	35
53	East 82nd Street	East & West	From M L King, Jr. Blvd. to Interstate-27	50
54	82nd Street	East & West	From Interstate-27 to University Ave.	50
55	82nd Street	East & West	From University Ave. to Frankford Ave.	45
56	82nd Street	East & West	From Frankford Ave. to the West City Limits	50
57	98th Street	East & West	From the East City Limits to University Ave.	45
58	98th Street	East & West	From University Ave. to Nashville Ave.	50
59	98th Street	East & West	From Nashville Ave. to Savannah Ave.	40
60	98th Street	East & West	From Savannah Ave. to Milwaukee Ave.	50
61	98th Street	East & West	From Milwaukee Ave to the West City Limits	30
62	114th Street	East & West	From University Ave. to Slide Rd (FM 1730)	50
63	114th Street	East & West	From Slide Road (FM 1730) to Upland Ave.	55
64	130th Street (FM 1585)	East & West	From the East City Limits to 0.259mi West of University Ave.	55
65	130th Street (FM 1585)	East & West	From 0.259mi West of University Ave to the City Limit at Chicago Ave.	60
66	130th Street (FM 1585)	East & West	From 0.125mi East of Frankford Ave to 0.322mi West of Frankford Ave	60
67	130th Street (FM 1585)	East & West	From 0.322mi West of Frankford Ave to West City Limit.	65
68	Alcove Avenue	North & South	From the North City Limits to 36th St.	55
69	Alcove Avenue	North & South	From Marsha Sharp Frwy. to 98th St.	40
70	Alcove Avenue	North & South	From 98th St. to the South City Limits	55
71	North Ash Avenue	North & South	From Interstate-27 to Ursuline St.	40

<i>Line Item No.</i>	<i>Lubbock Street Name (TxDOT Name)</i>	<i>Travel Direction</i>	<i>Speed Limit Description</i>	<i>Speed</i>
72	North Ash Avenue	North & South	From Ursuline St to North Loop 289	35
73	North Ash Avenue	South Only	From North Loop 289 to Erskine St.	40
74	North Ash Avenue	South Only	From Erskine St. to Municipal Drive	35
75	North Ash Avenue	North Only	From Municipal Drive to North Loop 289	40
76	Avenue A	North & South	From Marsha Sharp Frwy (US 82) to 51st St.	40
77	Avenue A South Drive	North & South	From 51st St. to 61st St.	50
78	Avenue A South Drive	North & South	From 61st St. to Interstate-27	45
79	Avenue D	North & South	From 40th St. to 42nd St.	20
80	Avenue L	North & South	From 34th St. to 50th St.	35
81	Avenue P	North & South	From South Loop 289 to 82nd St.	30
82	Avenue P	North & South	From 82nd St. to 84th St.	35
83	Avenue P	North & South	From 84th St. to the South City Limits	50
84	Avenue Q North Drive (Spur 326)	South Only	From North Interstate-27 to 90ft South of Grinnell St.	50
85	Avenue Q North Drive (Spur 326)	South Only	From 90ft South of Grinnell St. to 0.16mi South of Erskine St.	45
86	Avenue Q North Drive (Spur 326)	South Only	From 0.16mi South of Erskine St. to Clovis Rd (US 84)	55
87	Avenue Q North Drive (Spur 326)	North Only	From Clovis Rd (US 84) to 230ft North of 1st St.	45
88	Avenue Q North Drive (Spur 326)	North Only	From 230ft North of 1st St. to 0.12mi South of Erskine St	55
89	Avenue Q North Drive (Spur 326)	North Only	From 0.12mi South of Erskine St to North Interstate-27	45
90	Avenue Q (US 84)	North & South	From Clovis Rd (US84) to 23rd St.	35
91	Avenue Q (US 84)	North & South	From 23rd St. to 50th St.	45

Line Item No.	Lubbock Street Name (TxDOT Name)	Travel Direction	Speed Limit Description	Speed
92	Avenue Q South Drive (US 84)	Southeast & Northwest	From 50th St. to 54th St.	40
93	Avenue Q South Drive (US 84)	Southeast & Northwest	From 54th St. to 58th St.	45
94	Avenue Q South Drive (US 84) Main Lanes	Southeast & Northwest	From 58th St. to 0.257mi Southeast of 58th St.	50
95	Avenue Q South Drive (US 84) Main Lanes	Southeast & Northwest	From 0.257mi Southeast of 58th St. to Interstate-27	55
96	Avenue Q South Drive / Slaton Hwy (US84) Frontage Rd	Northwest	From 200ft Southwest of Ash Ave. to 58th St.	45
97	Avenue Q South Drive / Slaton Hwy (US84) Frontage Rd	Southeast	From 58th St. to 600ft Southeast of Ash Ave.	45
98	East Broadway	East & West	From Idalou Road (US 62) to Avenue A	45
99	Broadway	East & West	From Avenue Q (US 84) to University Ave.	35
100	Buddy Holly Avenue	North & South	From North Interstate-27 to Marsha Sharp Freeway (US82)	40
101	Buddy Holly Avenue	North Only	From Marsha Sharp Freeway (US 82) to Broadway	35
102	Buddy Holly Avenue	North & South	From Broadway to Interstate-27	35
103	Clovis Road (US 84)	Southeast & Northwest	From Avenue Q to Avenue S	35
104	Clovis Road (US 84)	Southeast & Northwest	From Avenue S to North Vernon Ave.	40
105	Clovis Road (US 84)	Southeast & Northwest	From North Vernon Ave. to Erskine Ave.	45
106	Clovis Road (US 84)	Southeast & Northwest	From Erskine St. to North Loop 289	50
107	Clovis Road (US 84)	Southeast & Northwest	From North Loop 289 to the City Limit 0.271mi West of North Quaker Ave.	60
108	Clovis Road Frontage Road	Southeast & Northwest	From North Loop 289 to the City Limit 0.271mi West of North Quaker Ave.	35
109	Clovis Road (US 84)	Southeast & Northwest	From 712ft East of North Slide Road to the Westernmost City Limit.	75
110	Clovis Road Frontage Road	Southeast & Northwest	From 712ft East of North Slide Rd to the Westernmost City Limit.	50

Line Item No.	Lubbock Street Name (TxDOT Name)	Travel Direction	Speed Limit Description	Speed
111	Elm Avenue	North & South	From East 50th St. (FM 835) to East 66th St.	40
112	Erskine Street	East & West	From North Ash Ave. to North Interstate-27	35
113	Erskine Street	East & West	From North Interstate-27 to North Avenue Q Drive (Spur 326)	45
114	Erskine Street	East & West	From North Avenue Q Dr (Spur 326) to North University Ave. (FM 1264)	50
115	Erskine Street	East & West	From 100ft West of North Knoxville Ave. to North Texas Tech Parkway	50
116	Erskine Street	East & West	From North Indiana Ave. to 100ft West of North Knoxville Ave.	40
117	Erskine Street	East & West	From North Loop 289 to North Frankford Ave. (FM 2528)	45
118	Erskine Street	East & West	From North Frankford Ave.(FM 2528) to North Milwaukee Ave.	55
119	North Frankford Avenue (FM 2528)	North & South	From North City Limits to Princeton St.	60
120	North Frankford Avenue (FM 2528)	North & South	From Princeton St. to Cornell St.	55
121	North Frankford Avenue (FM 2528)	North & South	From Cornell St. to 3rd St.	50
122	Frankford Avenue (FM 2528)	North & South	From 3rd St. to West Loop 289	45
123	Frankford Avenue	North & South	From West Loop 289 to 41st St.	40
124	Frankford Avenue	North & South	From West Loop 289 to 500ft North of Spur 327	45
125	Frankford Avenue	South Only	From 500ft North of Spur 327 to Spur 327	35
126	Frankford Avenue	North Only	From Spur 327 to 500ft North of Spur 327	45
127	Frankford Avenue	South Only	From Spur 327 to 500ft South of Spur 327	45
128	Frankford Avenue	North Only	From 500ft South of Spur 327 to Spur 327	35
129	Frankford Avenue	North & South	From 500ft South of Spur 327 to 98th St.	45
130	Frankford Avenue	North & South	From 98 th St. to 114 th St.	50
131	Frankford Avenue	North & South	From 114 th St. to the Southernmost City Limit.	55
132	Idalou Road (US 62/82+SH114)	Southwest Only	From the East City Limits to 100ft Northeast of East Dartmouth Ave.	65
133	Idalou Road (US 62/82+SH114)	Southwest Only	From 100ft Northeast of East Dartmouth Ave. to 300ft Northeast of East Baylor Ave.	60
134	Idalou Road (US 62/82+SH114)	Southwest Only	From 300ft Northeast of East Baylor Ave. to East 3rd St.	55

<i>Line Item No.</i>	<i>Lubbock Street Name (TxDOT Name)</i>	<i>Travel Direction</i>	<i>Speed Limit Description</i>	<i>Speed</i>
135	Idalou Road (US 62 / SH114)	Southwest Only	From E 3rd St. to 0.128mi Southwest of East Broadway	40
136	Idalou Road (US 62 / SH114)	Southwest Only	From 0.128mi Southwest of East Broadway to M.L. King, Jr. Blvd.	45
137	Idalou Road (US 62 / SH114)	Northeast Only	From M L King, Jr. Blvd. to 100ft Northeast of Spruce Ave.	50
138	Idalou Road (US 62 / SH114)	Northeast Only	From 100ft Northeast of Spruce Ave. to 0.128mi Southwest of East Broadway	45
139	Idalou Road (US 62 / SH114)	Northeast Only	From 0.128mi Southwest of East Broadway to 128ft Northeast of East 4th St. (FM 40)	40
140	Idalou Road (US 62 / SH114)	Northeast Only	From 128ft Northeast of East 4th St. (FM 40) to 0.42mi Southwest of Parkway Drive overpass	45
141	Idalou Road (US 62 / SH114)	Northeast Only	From 0.42mi Southwest of the Parkway Drive overpass to 200ft Northeast of East Baylor Ave.	55
142	Idalou Road (US 62/82+SH114)	Northeast Only	From 200ft Northeast of East Baylor Ave. to 100ft Northeast of East Dartmouth Ave.	60
143	Idalou Road (US 62/82+SH114)	Northeast Only	From 100ft Northeast of East Dartmouth Ave. to the East City Limits	65
144	Idalou Road North Frontage Road	Southwest Only	From North Niter St. to East Colgate St.	40
145	Idalou Road North Frontage Road	Southwest Only	From East Colgate St. to Loop 289	50
146	Idalou Road North Frontage Road	Southwest Only	From Loop 289 to Parkway Drive	50
147	Idalou Road South Frontage Road	Northeast Only	From East 2nd St. to 190ft Northeast of East Colgate St.	45
148	Idalou Road South Frontage Road	Northeast Only	From 190ft Northeast of East Colgate St. to 133ft Northeast of North Niter Ave.	40
149	Idalou Road South Frontage Road	Northeast Only	From 133ft Northeast of North Niter Ave. to 1.0 mi Southwest of the East City Limits	35
150	North Indiana Avenue	North & South	From Clovis Road (US 84) to 1st St.	45
151	Indiana Avenue	North & South	From 1st St. to 4th St. (FM 2255)	45
152	Indiana Avenue	North & South	From 19th St. (SH 62) to South Loop 289	40
153	Indiana Avenue	North & South	From South Loop 289 to 114th St.	45
154	Indiana Avenue	North & South	From 114th St. to the South City Limits	50
155	Inler Avenue (FM 179)	North & South	From North City Limits to 0.664mi North of 34th St. (1.462mi)	50

Line Item No.	Lubbock Street Name (TxDOT Name)	Travel Direction	Speed Limit Description	Speed
156	Inler Avenue (FM 179)	North & South	From 0.664mi North of 34th St to the South City Limits (0.789mi)	60
157	Interstate 27 Main Lanes	North & South	From the North City Limits to the South City Limits	65
158	Interstate 27 Frontage Rd	South Only	From North City Limits to 554 ft South of Country Club Dr	55
159	Interstate 27 Frontage Rd	South Only	From 554ft South of Country Club Dr to Marsha Sharp Frwy (US 82)	50
160	Interstate 27 Frontage Rd	South Only	From 13th St. To 550ft South of 19th St. (US 62)	45
161	Interstate 27 Frontage Rd	South Only	From 550ft South of 19th St. (US 62) to 170ft North of 32nd St.	50
162	Interstate 27 Frontage Rd	South Only	From 170ft North of 32nd St. to 211ft South of 66th St.	45
163	Interstate 27 Frontage Rd	South Only	From 211ft South of 66th St. to 77th St.	55
164	Interstate 27 Frontage Rd	South Only	From 77th St. to South City Limits	45
165	Interstate 27 Frontage Rd	North Only	From South City Limits To 77th St.	45
166	Interstate 27 Frontage Rd	North Only	From 77th St. to 211ft South of 66th St.	50
167	Interstate 27 Frontage Rd	North Only	From 211ft South of 66th St. to 550ft South of 19th St. (US 62)	45
168	Interstate 27 Frontage Rd	North Only	From 550ft South of 19th St. (US 62) to 13th St.	40
169	Interstate 27 Frontage Rd	North Only	From Marsha Sharp Freeway (US 82) to 554ft South of Country Club Dr	50
170	Interstate 27 Frontage Rd	North Only	From 554ft South of Country Club Dr to North City Limits	55
171	East Kent Street (FM 2641)	East & West	From the East City Limits to North Guava Ave.	55
172	East Kent Street	East & West	From FM 2641 to M L King, Jr. Blvd.	45
173	East Kent Street	East & West	From M L King, Jr. Blvd. to Interstate-27	40
174	Kent Street	East & West	From Mesa Road to North University Ave. (FM 1264)	45
175	Loop 289 Main Lanes	Clockwise & Counter-Clockwise	From 600ft East of Interstate-27 to 0.5Mi North of 34th St.	60

<i>Line Item No.</i>	<i>Lubbock Street Name (TxDOT Name)</i>	<i>Travel Direction</i>	<i>Speed Limit Description</i>	<i>Speed</i>
176	Loop 289 Main Lanes	Clockwise & Counter-Clockwise	From 0.5Mi North of 34th St. to 600ft East of Interstate-27	65
177	Loop 289 Frontage Road	Counter-Clockwise	From Idalou Road (US 62/82) to 0.230mi Northwest of Idalou Road (US 62/82)	45
178	Loop 289 Frontage Road	Counter-Clockwise	From .0230mi Northwest of Idalou Road (US 62/82) to Municipal Drive	50
179	Loop 289 Frontage Road	Counter-Clockwise	From Municipal Drive to M L King, Jr. Blvd.	40
180	Loop 289 Frontage Road	Counter-Clockwise	From M L King, Jr. Blvd. to North Avenue N	50
181	Loop 289 Frontage Road	Counter-Clockwise	From North Avenue N to the Santa Fe Railway overpass and thru the Turnaround	40
182	Loop 289 Frontage Road	Counter-Clockwise	From Santa Fe Railway overpass to 1.818mi West of the Santa Fe Railway overpass	50
183	Loop 289 Frontage Road	Counter-Clockwise	From 1.818mi West of the Santa Fe Railroad overpass West 0.200mi. to Landmark Lane	45
184	Loop 289 Frontage Road	Counter-Clockwise	From Clovis Rd (US 84) Southwesterly a distance of 0.3mi	45
185	Loop 289 Frontage Road	Counter-Clockwise	From 0.300mi Southwest of Clovis Rd (US84) Southwest 0.495mi	55
186	Loop 289 Frontage Road	Counter-Clockwise	From 0.795mi Southwest of Clovis Rd (US84 to North Quaker Ave.	45
187	Loop 289 Frontage Road	Counter-Clockwise	From North Quaker Ave. to 0.200mi Southwest of North Quaker Ave.	45
188	Loop 289 Frontage Road	Counter-Clockwise	From 0.200mi Southwest of North Quaker Ave. Southwesterly (1.394mi) to 0.261mi Northeast of 4th St. (FM 2255)	55
189	Loop 289 Frontage Road	Counter-Clockwise	From 0.261mi Northeast of 4th St. (FM 2255) to 4th St. (FM 2255)	45
190	Loop 289 Frontage Road	Counter-Clockwise	From 4th St. (FM 2255) to 0.25mi Southwest of 4th St. (FM 2255)	45
191	Loop 289 Frontage Road	Counter-Clockwise	From 0.25mi Southwest of 4th St. (FM 2255) Southwesterly a distance of 0.923mi	55
192	Loop 289 Frontage Road	Counter-Clockwise	From 1.173mi Southwest of 4th St. (FM 2255) to 19th St. (SH 114)	45
193	Loop 289 Frontage Road	Counter-Clockwise	From 19th St. (SH 114) to 0.35mi South of 19th St. (SH 114)	40
194	Loop 289 Frontage Road	Counter-Clockwise	From 0.350mi South of 19th St. (SH 114) South a distance of 0.515mi	55
195	Loop 289 Frontage Road	Counter-Clockwise	From 0.865mi South of 19th St. (SH 114) to 34th St.	45

<i>Line Item No.</i>	<i>Lubbock Street Name (TxDOT Name)</i>	<i>Travel Direction</i>	<i>Speed Limit Description</i>	<i>Speed</i>
196	Loop 289 Frontage Road	Counter-Clockwise	From 34th St. to the Marsha Sharp Freeway (US 62/82)	45
197	Loop 289 Frontage Road	Counter-Clockwise	From the Marsha Sharp Freeway (US 62/82) to 50th St.	45
198	Loop 289 Frontage Road	Counter-Clockwise	From 50th St. to 0.35mi East of University Ave.	50
199	Loop 289 Frontage Road	Counter-Clockwise	From 0.350mi East of University Ave. to 0.060mi North of East 4th St. (FM 40)	55
200	Loop 289 Frontage Road	Counter-Clockwise	From 0.060mi North of East 4th St. (FM 40) to Idalou Road (US 62/82)	50
201	Loop 289 Frontage Road	West to North	Loop 289 Frontage Rd Exit to Northbound Interstate-27 Frontage Rd	55
202	Loop 289 Frontage Road	North to East	From US 87 Frontage Rd Exit to Eastbound Loop 289 Frontage Rd	40
203	Loop 289 Frontage Road	South Only	From 0.2mi SE of Loop 289 Frontage Exit to Southbound US 87 Frontage Rd	40
204	Loop 289 Frontage Road	East to South	From Loop 289 Frontage Rd Exit to US 87 a distance of 0.2 mi	55
205	Loop 289 Frontage Road	South to West	From Southbound Interstate-27 Frontage Rd Exit to Westbound South Loop 289 Frontage Rd	40
206	Loop 289 Frontage Road	Clockwise	From Idalou Road (US62/82) to 0.06mi North of East 4th St. (FM40)	50
207	Loop 289 Frontage Road	Clockwise	From 0.06mi North of East 4th St. to 0.35mi East of University Ave.	55
208	Loop 289 Frontage Road	Clockwise	From 0.35mi East of University Ave. to 50th St.	50
209	Loop 289 Frontage Road	Clockwise	From 50th St. to the Marsha Sharp Freeway (US62/82)	45
210	Loop 289 Frontage Road	Clockwise	From the Marsha Sharp Freeway (US62/82) to 34th St.	45
211	Loop 289 Frontage Road	Clockwise	From 34th St. Northerly a distance of 0.29mi	45
212	Loop 289 Frontage Road	Clockwise	From 0.29mi North of 34th St. Northerly a distance of 0.466mi	55
213	Loop 289 Frontage Road	Clockwise	From 0.756mi North of 34th St. to 19th St. (SH 114)	45
214	Loop 289 Frontage Road	Clockwise	From 19th St. (SH 114) to 0.25mi Northeast of 19th St. (SH 114)	45
215	Loop 289 Frontage Road	Clockwise	From 0.250mi Northeast of 19th St. (SH 114) Northeasterly a distance of 0.996mi	55

<i>Line Item No.</i>	<i>Lubbock Street Name (TxDOT Name)</i>	<i>Travel Direction</i>	<i>Speed Limit Description</i>	<i>Speed</i>
216	Loop 289 Frontage Road	Clockwise	From 1.216mi Northeast of 19th St. (SH 114) to 4th St. (FM 2255)	45
217	Loop 289 Frontage Road	Clockwise	From 4th St. (FM 2255) Northeasterly a distance of 0.167mi	45
218	Loop 289 Frontage Road	Clockwise	From 0.167mi Northeast of 4th St. (FM 2255) Northeasterly (1.227mi) to 0.334mi Southwest of North Quaker Ave.	55
219	Loop 289 Frontage Road	Clockwise	From 0.334mi Southwest of North Quaker Ave. to North Quaker Ave.	45
220	Loop 289 Frontage Road	Clockwise	From North Quaker Ave. Northeasterly a distance of 0.200mi	45
221	Loop 289 Frontage Road	Clockwise	From 0.200mi Northeast of North Quaker Ave. Northeasterly a distance of 0.530mi	55
222	Loop 289 Frontage Road	Clockwise	From 0.730mi Northeast of North Quaker Ave. to Clovis Road (US84)	45
223	Loop 289 Frontage Road	Clockwise	From Landmark Lane to 0.250mi East of Landmark Lane	45
224	Loop 289 Frontage Road	Clockwise	From 0.250mi East of Landmark Lane East 1.6mi to 385ft West of North Avenue S	50
225	Loop 289 Frontage Road	Clockwise	From 385ft West of North Avenue S Easterly to the Santa Fe Railway overpass thru the turnaround	35
226	Loop 289 Frontage Road	Clockwise	From the Santa Fe Railway overpass Easterly to North Avenue N	40
227	Loop 289 Frontage Road	Clockwise	From North Avenue N East to North Interstate-27	50
228	Loop 289 Frontage Road	Clockwise	From North Interstate 27 to North Globe Ave.	40
229	Loop 289 Frontage Road	Clockwise	From North Globe Ave. Southeasterly a distance of 2.306mi	50
230	Loop 289 Frontage Road	Clockwise	From 2.306mi Southeasterly from North Globe Ave. to Idalou Road (US 62/82)	45
231	Main Street	East & West	From Avenue Q to University Ave.	35
232	Marsha Sharp Freeway (US 82) Main Lanes	East & West	From Parkway Drive Bridge (East Side) to 500ft East of IH-27	55
233	Marsha Sharp Freeway (US 82) Main Lanes	East & West	From 500ft East of IH-27 to University Ave.	65
234	Marsha Sharp Freeway (US 82) Main Lanes	Northeast & Southwest	From University Ave. to 0.592mi West of West Loop 289	65

<i>Line Item No.</i>	<i>Lubbock Street Name (TxDOT Name)</i>	<i>Travel Direction</i>	<i>Speed Limit Description</i>	<i>Speed</i>
235	Marsha Sharp Freeway (US 62/82)	Northeast & Southwest	From 0.592mi West of West Loop 289 to 0.226mi Southwest of Upland Ave	60
236	Marsha Sharp Freeway (US 62/82)	Northeast & Southwest	From 0.226mi Southwest of Upland Ave. to the Southwest City Limits	65
237	Marsha Sharp Freeway (US 82) Frontage Road	West Only	From 0.32 mi East of IH-27 to Buddy Holly Ave	45
238	Marsha Sharp Freeway (US 82) Frontage Road	East Only	From Buddy Holly Ave to 0.40mi East of IH-27	45
239	Marsha Sharp Freeway (US 82) Frontage Road	East & West	From Buddy Holly Ave to Avenue L	45
240	Marsha Sharp Freeway (US 82) Frontage Road	West Only	From Avenue L to University Ave	45
241	Marsha Sharp Freeway (US 82) Frontage Road	West Only	From University Ave to Detroit Ave	50
242	Marsha Sharp Freeway (US 82) Frontage Road	West Only	From Exit Ramp West of University to 4th St (FM 2255) @ Elgin Ave	50
243	Marsha Sharp Freeway (US 82) Frontage Road	East Only	From South of Drive of Champions to Avenue L	45
244	Marsha Sharp Freeway (US62/82) Frontage Road	Southwest Only	From SB Exit Ramp/Texas Tech Parkway to Orlando Ave.	45
245	Marsha Sharp Freeway (US62/82) Frontage Road	Northeast Only	From NB Exit Ramp/Texas Tech Parkway to On Ramp NE of TTParkway	45
246	Marsha Sharp Freeway (US62/82) Frontage Road	Southwest Only	From 19th St. (SH 114) to Chicago Ave.	45
247	Marsha Sharp Freeway (US62/82) Frontage Road	Northeast Only	From Chicago Ave to 19th Street (SH 114)	45
248	Marsha Sharp Freeway (US62/82) Frontage Road	Southwest Only	From Chicago Ave. to 0.5mi West of West Loop 289	50
249	Marsha Sharp Freeway (US62/82) Frontage Road	Northeast Only	From 0.5mi West of West Loop 289 to Chicago Ave.	50

<i>Line Item No.</i>	<i>Lubbock Street Name (TxDOT Name)</i>	<i>Travel Direction</i>	<i>Speed Limit Description</i>	<i>Speed</i>
250	North M. L. King, Jr. Blvd (LIA Terminal Access)	North Only	From E Bluefield St. (Station 0+00) Northerly 2160ft to Station 21+60 (0.409mi)	40
251	North M. L. King, Jr. Blvd (LIA Terminal Access)	Counter-Clockwise	From 2160ft North of Bluefield St. (Station 21+60) Westerly 775ft to Station 29+35 (0.147mi)	20
252	North M. L. King, Jr. Blvd (LIA Terminal Access)	Counter-Clockwise	From Station 29+35 Westerly, Southerly & Easterly 1309Ft. to Station 42+42 (0.248mi)	10
253	North M. L. King, Jr. Blvd (LIA Terminal Access)	Counter-Clockwise	From Station 42+42 Westerly/ Southerly 1000Ft to Station 52+52 (0.189mi)	20
254	North M. L. King, Jr. Blvd (LIA Terminal Access)	South Only	From Station 52+52 South to E Bluefield St. (Station 0+00) (0.214mi)	40
255	North M. L. King, Jr. Blvd	North & South	From East Bluefield St. to East Ursuline St.	50
256	North M. L. King, Jr. Blvd	North & South	From East Ursuline St. to North Loop 289	45
257	North M. L. King, Jr. Blvd	North & South	From North Loop 289 to East 2nd St.	40
258	M. L. King, Jr. Blvd	South Only	From East 2nd St. to East 6th St.	35
259	M. L. King, Jr. Blvd	North Only	From East 2nd St. to East 6th St.	40
260	M. L. King, Jr. Blvd	North & South	From East 6th St to East 49th St.	40
261	M. L. King, Jr. Blvd	South Only	From East 49th St. to 370ft South of East 50th St.	40
262	M. L. King, Jr. Blvd	North Only	From East 49th St. to 370ft South of East 50th St.	50
263	M. L. King, Jr. Blvd	North & South	From 370ft South of East 50th St. to Slaton Road (US84)	50
264	M. L. King, Jr. Blvd	North & South	From East Slaton Road (US 84) to the South City Limits	45
265	North Milwaukee Avenue	North & South	From the North City Limits to Erskine St.	55
266	North Milwaukee Avenue	North & South	From Erskine St. to 1st St.	45
267	Milwaukee Avenue	North & South	From 1st St. to 4th St. (FM 2255)	45
268	Milwaukee Avenue	North & South	From 4th St. (FM 2255) to 50th St.	50
269	Milwaukee Avenue	North & South	From 50th St. to 66th St.	45

<i>Line Item No.</i>	<i>Lubbock Street Name (TxDOT Name)</i>	<i>Travel Direction</i>	<i>Speed Limit Description</i>	<i>Speed</i>
270	Milwaukee Avenue	North & South	From 66th St. to 114 th St.	50
271	Milwaukee Avenue	North & South	From 114 th St. to the South City Limits	45
272	Municipal Drive	Northeast & Southwest	From North Guava Ave. to Northeast Loop 289	45
273	Municipal Drive	Northeast & Southwest	From Northeast Loop 289 to Interstate-27	35
274	Parkway Drive Entrance (US 82)	West Only	From Idalou Rd (US62/82) to Parkway Drive (US 82)	50
275	Parkway Drive Exit Ramp (US 82)	East Only	From Parkway Drive (US 82) to Idalou Road (US 62/82)	50
276	Parkway Drive (US 82)	East & West	From Idalou Road (US 62/82) to North Guava Ave.	55
277	Parkway Drive (US 82)	Northeast & Southwest	From North Guava Ave. to 500ft West of Oak Ave.	45
278	Parkway Drive (US 82)	Northeast & Southwest	From 500ft West of Oak Ave. to Parkway Drive Bridge (East Side)	55
279	North Quaker Avenue	North & South	From the North City Limits to 300ft South of Kemper St.	50
280	North Quaker Avenue	North & South	From 300Ft South of Kemper St. to North Loop 289	35
281	North Quaker Avenue	North & South	From Texas Tech Pkwy South a distance of 0.147mi	35
282	North Quaker Avenue / Quaker Avenue	North & South	From 0.147mi South of Texas Tech Parkway to 4th St. (FM 2255)	50
283	Quaker Avenue	North & South	From 4th St. (FM2255) to 19th St. (SH 114)	45
284	Quaker Avenue	North & South	From 19th St. to Marsha Sharp Frwy (US 62/82)	35
285	Quaker Avenue	North & South	From Marsha Sharp Frwy (US 62/82) to 61st St.	40
286	Quaker Avenue	North & South	From 61st St. to South Loop 289	35
287	Quaker Avenue	North & South	From South Loop 289 to 76th St.	40
288	Quaker Avenue	North & South	From 76th St. to 93rd St.	45
289	Quaker Avenue	North & South	From 93rd St. to 102nd St.	40
290	Quaker Avenue	North & South	From 102nd St. to the South City Limits	50
291	East Regis Street (FM 2641)	East & West	From North Guava Ave. to M L King, Jr. Blvd.	55

Line Item No.	Lubbock Street Name (TxDOT Name)	Travel Direction	Speed Limit Description	Speed
292	East Regis Street (FM 2641)	West Only	From M L King, Jr. Blvd. to 0.727mi East of Interstate-27	55
293	East Regis Street (FM 2641)	East Only	From M L King, Jr. Blvd. to 0.727mi East of Interstate-27	45
294	East Regis Street (FM 2641)	East & West	From 0.527mi West of M L King, Jr. Blvd. to 0.2mi East of Interstate-27	55
295	Regis Street (FM 2641)	East & West	From 0.2mi East of Interstate-27 to 0.155mi West of Interstate-27	45
296	Regis Street (FM 2641)	East & West	From 0.155mi West of Interstate-27 to the West City Limits	55
297	Research Boulevard (Spur 309)	North & South	From 4th St. (FM 2255) South a distance of 0.20mi	50
298	Research Boulevard (Spur 309)	North & South	From 0.20mi South of 4th St. (FM 2255) South a distance of 0.6mi	55
299	Research Boulevard (Spur 309)	North & South	From 0.80mi South of 4th St. (FM 2255) to 19th St. (SH 114)	50
300	Research Boulevard	North & South	From 19th St. (SH 114) to the South City Limits	50
301	East Slaton Road (US 84) Main Lanes	East & West	From Interstate-27 to 0.32mi Southeast of Loop 289	55
302	East Slaton Road (US 84)	Northeast Only	From 0.32mi Southeast of Loop 289 Southeasterly a distance of 1.22mi	60
303	East Slaton Road (US 84)	Southeast & Northwest	From 1.54mi Southeast of Loop 289 to the Southeast City Limits	65
304	North Slide Road	North & South	From Clovis Hwy (US 84) to Marshall St.	50
305	North Slide Road	North & South	From Marshall Street to North Loop 289	40
306	Slide Road	North & South	From North Loop 289 to 264ft North of 71st St.	40
307	Slide Road (FM 1730)	North & South	From 264ft North of 71st to 0.142mi South of 82nd St.	45
308	Slide Road (FM 1730)	North & South	From 0.142mi South of 82nd St. to 0.25mi South of 98th St.	50
309	Slide Road (FM 1730)	North & South	From 0.25mi South of 98 th St. to 660ft South of 130 th St. (FM 1585)	60
310	Slide Road (FM 1730)	North & South	From 660ft South of 130 th St. (FM 1585) to the Southernmost City Limit.	65
311	Southeast Drive	Southeast Only	From M L King, Jr. Blvd. to 0.09mi Southeast of M L King, Jr. Blvd.	40
312	Southeast Drive	Southeast Only	From 0.09mi Southeast of M L King, Jr. Blvd. to East 38th St.	45

<i>Line Item No.</i>	<i>Lubbock Street Name (TxDOT Name)</i>	<i>Travel Direction</i>	<i>Speed Limit Description</i>	<i>Speed</i>
313	Southeast Drive	Southeast Only	From East 38th St. to 114ft Northwest of East 46th St.	55
314	Southeast Drive	Southeast Only	From 114ft Northwest of East 46th St. to East 50th St. (FM 835)	50
315	Southeast Drive	Northwest Only	From East 50th St. (FM 835) to East 47th St.	50
316	Southeast Drive	Northwest Only	From East 47th St. to 0.10mi Northwest of East 38th St.	55
317	Southeast Drive	Northwest Only	From 0.10mi Northwest of East 38th St. to 200ft Southeast of ML King, Jr. Blvd.	50
318	Southeast Drive	Northwest Only	From 200ft Southeast of ML King, Jr. Blvd. to ML King, Jr. Blvd.	40
319	Southeast Drive (Spur 331)	Southeast & Northwest	From East 50th St. (FM 835) Southeast a distance of 0.104mi	55
320	Southeast Drive (Spur 331)	Southeast & Northwest	From 0.104mi Southeast of East 50th St. (FM 835) to 0.22mi Southeast of SE Loop 289	60
321	Southeast Drive (Spur 331)	Southeast & Northwest	From 0.22mi Southeast of SE Loop 289 to the Southeast City Limits	65
322	Spur 327 Mainlanes	East & West	From the Westbound Exit from South Loop 289 to Marsha Sharp Freeway (US 62/82)	60
323	Spur 327 Frontage Road	West Only	From the Southbound West Loop 289 Frontage Road to 0.19 mi East of Milwaukee Ave.	50
324	Spur 327 Frontage Road	West Only	From 0.19 mi East of Milwaukee Ave. to 0.13mi West of Milwaukee Ave.	55
325	Spur 327 Frontage Road	East Only	From Marsha Sharp Frwy (US 62/82) to 0.15mi East of Milwaukee Ave.	55
326	Spur 327 Frontage Road	East Only	From 0.15mi East of Milwaukee Ave. to Eastbound South Loop 289	50
327	Spur 327	West Only	From 0.13 mi West of Milwaukee Ave. to Marsha Sharp Frwy (US 62/82)	60
328	Texas Avenue	South Only	From Marsha Sharp Freeway (US 82) to Broadway	35
329	Texas Avenue	North & South	From Broadway to Interstate-27	35
330	North Texas Tech Parkway	North & South	From Erskine St. to 0.261mi North of 4th St. (FM 2255)	45
331	Texas Tech Parkway	North & South	From 0.261mi North of 4th St. (FM 2255) to 4th St. (FM 2255)	45
332	Texas Tech Parkway	North & South	From 4th St. (FM 2255) to Marsha Sharp Freeway (US 82)	40

<i>Line Item No.</i>	<i>Lubbock Street Name (TxDOT Name)</i>	<i>Travel Direction</i>	<i>Speed Limit Description</i>	<i>Speed</i>
333	Texas Tech Parkway	Southeast & Northwest	From Marsha Sharp Freeway (US 82) to 19th St. (US 62/SH 114)	30
334	North University Avenue (FM 1264)	North & South	From the North City Limits to 0.2mi North of North Loop 289	55
335	North University Avenue (FM 1264)	North & South	From 0.2mi North of North Loop 289 to Queens St.	45
336	North University Avenue (FM 1264)	South Only	From Queens St. to 0.2mi North of Clovis Rd (US 84)	50
337	North University Avenue (FM 1264)	South Only	From 0.2mi North of Clovis Road (US 84) to Clovis Road (US 84)	40
338	North University Avenue (FM 1264)	North Only	From Clovis Road (US 84) to Erskine St.	35
339	North University Avenue (FM 1264)	North Only	From Erskine St. North a distance of 0.2mi	45
340	North University Avenue (FM 1264)	North & South	From 0.2mi North of Erskine St. to Queens St.	50
341	North University Avenue	North & South	From Clovis Road (US 84) to 1st St.	35
342	University Avenue	North & South	From 1st St. to Marsha Sharp Freeway (US 82)	35
343	University Avenue	North & South	From Marsha Sharp Freeway (US 82) to 19th St.(US 62)	30
344	University Avenue	North & South	From 19th St. (US 62) to South Loop 289	40
345	University Avenue	North & South	From South Loop 289 to the City Limit 660ft South of 114 th St.	45
346	University Avenue	North & South	From the City Limit at 130 th St. (FM 1585) to the Southernmost City Limit.	45
347	Upland Avenue	North & South	From North City Limits to 98th St	50
348	Upland Avenue	North & South	From 98th St. to the South City Limits	55
349	East Ursuline Street	East & West	From North M L King, Jr. Blvd. to North Ash Ave.	35
350	US 87 Main Lanes	North & South	From 350ft North of 98th St. to 0.5mi North of 114th St.	75
351	US 87 Frontage Road	South Only	From 350ft North of 98th St. to 0.5mi North of 114th St.	45
352	US 87 Frontage Road	North Only	From 350ft North of 98th St. to 0.5mi North of 114th St.	45

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

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

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

AND SO IT IS ORDERED.

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

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



John C. Grace, Assistant City Attorney

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City of Lubbock
 Traffic Engineering Department
Speed Limit Ordinance Summary

7/8/2015

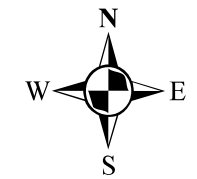
Itemized list of changes to the current Speed Limit Ordinance 2014-00096

2014 Item No.	2015 Item No.	Lubbock Street Name (TxDOT Name)	Travel Direction	Speed Limit Description	Existing Speed	Proposed Speed	Comment
na	64	130 th Street (FM 1585)	East & West	<u>PROPOSED:</u> From the East City Limits to 0.259mi West of University Ave.		55	<u>New Item:</u> City Annexation 2014-00149 (Proposed Annexation boundaries. The speed limits are set b
64	65	130 th Street (FM 1585)	East & West	PROPOSED From 0.259mi West of University Ave to Chicago Ave. (City Limits) CURRENT: From 0.41mi East of Indiana Ave. to 0.125mi West of Slide Rd. (FM 1730)	60	60	<u>Change Description</u> City Annexation 2014-00149 & 2014-00149 (Proposed Annexation boundaries. The speed limits are set b
106	107	Clovis Road (US 84)	Southeast & Northwest	From North Loop 289 to 0.271mi West of North Quaker Ave (City Limits)	60	60	<u>Change Description</u> City Annexation 2014-00149 The Annexation Ordinance changes the boundaries. The speed limits are set b
107	108	Clovis Road Frontage Road	Southeast & Northwest	From North Loop 289 to 0.271mi West of North Quaker Ave (City Limits)	35	35	<u>Change Description</u> City Annexation 2014-00149 The Annexation Ordinance changes the boundaries. The speed limits are set b
na	109	Clovis Road (US 84)	Southeast & Northwest	From 712ft East of North Slide Road to the West City Limits		75	<u>New Item:</u> City Annexation 2014-00149 Speed limits are set b
na	110	Clovis Road Frontage Road	Southeast & Northwest	From 712ft East of North Slide Rd to the West City Limits		50	<u>New Item:</u> City Annexation 2014-00149 Speed limits are set b
127	130	Frankford Ave	North & South	PROPOSED From 98 th St. to 114 th St.	55	50	<u>Change Description</u> Speed Study 2015

2014 Item No.	2015 Item No.	Lubbock Street Name (TxDOT Name)	Travel Direction	Speed Limit Description	Existing Speed	Proposed Speed	Comment
				CURRENT: From 98 th St. to the South City Limits			Study indicates that a
na	131	Frankford Ave	North & South	PROPOSED From 114 th St to the South City Limits	55	55	<u>New Description:</u>
305	309	Slide Road (FM 1730)	North & South	PROPOSED: From 0.25mi South of 98 th St to 600ft South of 130 th St. (FM 1585) CURRENT: From 0.25mi South of 98 th St. to the South City Limits	60	60	<u>Change Description</u> City Annexation 201 The speed limit was r
na	310	Slide Road (FM 1730)	North & South	PROPOSED: From 660ft South of 130 th St (FM 1585) to the South City Limits		65	<u>New Item:</u> City Annexation 201 The speed limit, post for this highway secti
340	345	University Avenue	North & South	PROPOSED: From South Loop 289 to 600ft South of 114 th St. (City Limits) CURRENT: From South Loop 289 to the South City Limits	45	45	<u>Change Description</u> City Annexation 201 The speed limit was r
na	346	University Avenue	North & South	PROPOSED: From 130 th St. (FM 1585) (City Limits) to the South City Limits	45	45	<u>New Item:</u> City Annexation 201 The speed limit, 45m section of roadway is (Identical to the previ

CITY OF LUBBOCK

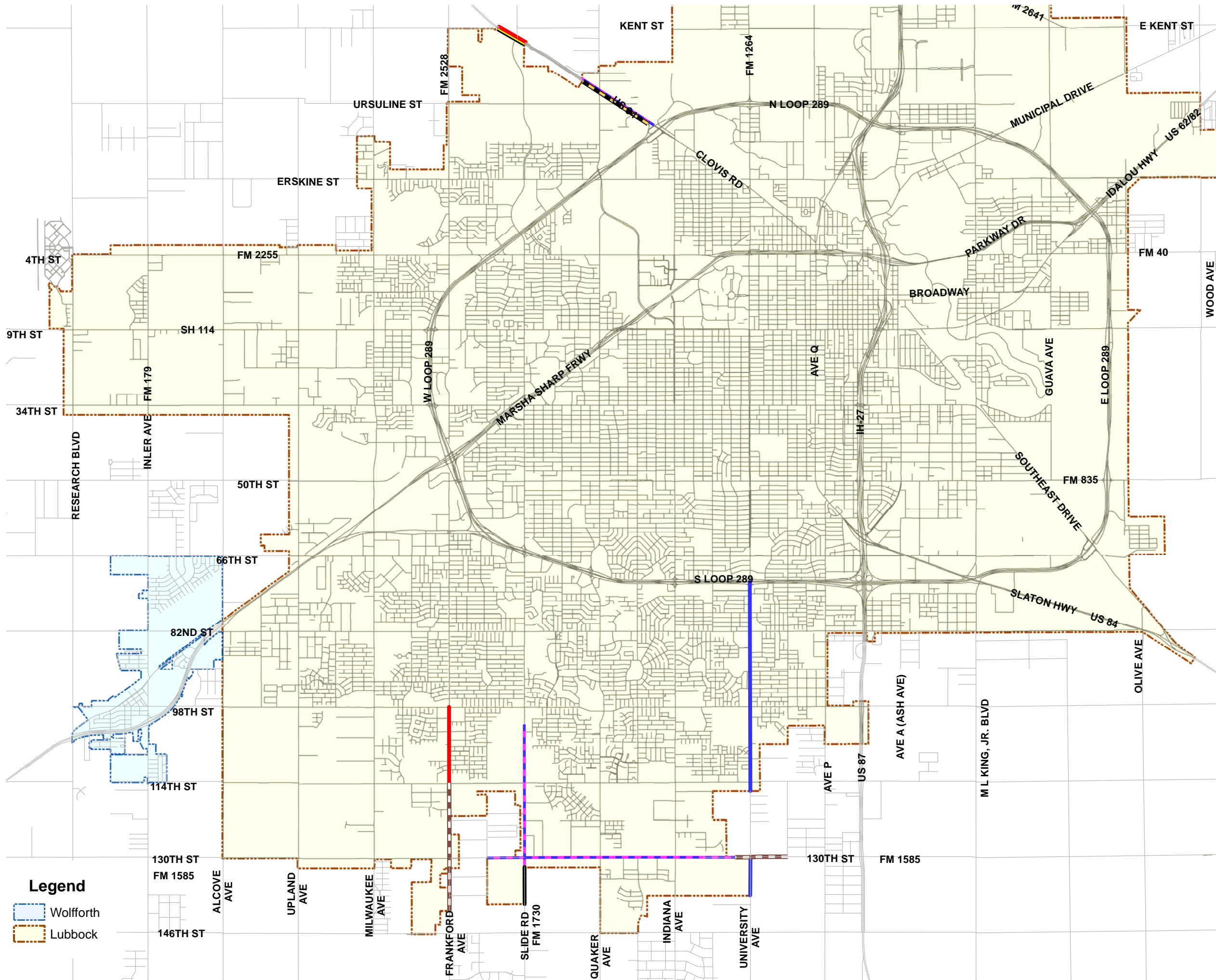
PROPOSED Speed Limit Changes for 2015



Speed Limit Legend

- 35 mph
- 45 mph
- 50 mph
- 55 mph
- 60 mph
- 65 mph
- 75 mph

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.



Legend

- Wolfforth
- Lubbock



Regular City Council Meeting

6. 4.

Meeting Date: 07/23/2015

Information

Agenda Item

Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute Change Order 2 to Contract 11709 with Utility Contractors of America, Inc., for South Lubbock Sanitary Sewer Extension Phase 1/B Capital Improvements Project.

Item Summary

This project is for the construction of 35,180 linear feet of 54 inch and 48 inch diameter sanitary sewer interceptor pipelines. These pipelines convey raw wastewater from the south and southwest Lubbock sewer collection areas by connecting the existing sewer infrastructure at 98th Street and Avenue P to the Southeast Water Reclamation Plant located at 4002 Guava Avenue. This project will also eliminate a lift station located at 98th and Avenue P.

On March 27, 2014 the Lubbock City Council authorized construction Contract 11709 with Utility Contractors of America, Inc. of Lubbock, Texas for a contract price of \$20,293,160 and 360 calendar days of construction time. The Notice to Proceed was issued on May 19, 2014.

Change Order 1 was authorized by Council on January 22, 2015 and included the elimination of several manholes and other modifications resulting in \$65,664 credit and 65 days of additional construction time.

This Change Order 2 includes resurfacing of pavement on Martin Luther King, Jr. (MLK) Boulevard from US HWY 84 to East 74th Street that was not part of the original contract. In addition, culverts along MLK Boulevard will be replaced with low water crossings. The net increase in contract price due to this change order is \$51,816 resulting in a contract price of \$20,279,312. Also, a time extension of an additional 75 days (30 days for construction plus 45 days for weather) is included with this change order.

Fiscal Impact

\$26,900,000 is appropriated in Capital Improvement Project 92178, South Lubbock Sanitary Sewer System Expansion Phase I, with \$51,816 available for this purpose.

Staff/Board Recommending

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

Attachments

[Resolution](#)

[Change Order and Backup](#)

[Budget Detail](#)

[CIP Detail](#)

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Change Order No. 2 to that certain Contract No. 11709 by and between the City of Lubbock and Utility Contractors of America, Inc., for the South Lubbock Sanitary Sewer Extension Phase – Bid Package B, and related documents. Said Change Order No. 2 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:



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

APPROVED AS TO FORM:



Amy L. Sims, City Attorney

RES.ChgOrd#2, Contract-Utility Contractors of America, Inc.
6/2315



**Office of Purchasing and Contract Management
Change Order**

Contract No: 11709	Contractor: Utility Contractors of America, Inc.
Change Order No: 02	Contract Title: South Lubbock Sanitary Sewer Extension Phase 1 – Bid Package B
Bid/RFP No: 14-11709-TF	Project No: 92178

“Change Order” means a written order to a Contractor, executed by the Owner, in accordance with the Contract authorizing an addition to, deletion from, or adjustment or revision of the requirements of the Contract documents, or an adjustment to the compensation payable to the Contractor, or to the time for performance of the Contract and completion of the project, or a combination thereof, which does not alter the nature of project and is an integral part of the project objective. Adjustments to “Estimated Quantities” to a line item in a Unit Price Contract do not require a Change Order. All work that alters the nature of the construction or that is not an integral part of the project objective must be let out for public bid.

Description of Change (alteration, deviation, addition, or deletion) caused by conditions encountered during construction not covered by the specifications and drawings of the project (attached additional pages is necessary):

Per attached backup material, Change Order #2 includes the following items: Item 1) Material change in water line pipe size from 6” to 4” south of 50th St. in MLK Blvd. Item 2) Removal of four driveway culverts along MLK Blvd south of Loop 289 and replacement of five culverts crossing 98th Street west of MLK Blvd. Item 3) Install SET for culverts on 98th Street. Item 4) Install flowable fill at the low water crossing at 74th and MLK Blvd. Item 5) Mill and repave 2” of asphalt pavement on MLK Blvd. north of 74th to Loop 289 Frontage Road. A time extension of 75 days is included in this change order, 30 days for water line breaks that caused a shutdown of the project and 45 days for weather delays above and beyond the normal weather patterns for Lubbock.

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

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

ITEM	DESCRIPTION	AMOUNT
A.	ORIGINAL CONTRACT VALUE:	\$20,293,159.95
B.	AMOUNT OF THIS CHANGE ORDER: (Note: Council approval required if over \$50,000)	\$51,815.69
	COST CENTER: _____ ACCOUNT: _____	
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A)	0.26%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	-\$65,664.00
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D)	-\$13,848.31
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): (25% maximum)	-0.07%
G.	NEW CONTRACT AMOUNT (A+E):	\$20,279,311.64

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

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

<u>Chris Balios VP</u> (1) Contractor	<u>6/22/15</u> Date	<u>Aaron K. Rader, P.E.</u> (2) Project Architect/Engineer	<u>June 20, 2015</u> Date
Approved as to Content: <u>John Jypin</u> (3) Owner's Representative	<u>6/24/15</u> Date	Approved as to Form: <u>[Signature]</u> (4) City Attorney	<u>6/24/15</u> Date
<u>Chad Busce</u> (5) Capital Projects Manager	<u>6/24/15</u> Date	(6) Director of Purchasing & Contract Management	_____ Date

Change Orders over \$50,000 require a Contract Cover Sheet and the following signatures:

_____	_____	_____	_____
(7) Mayor	Date	(8) City Secretary	Date
Council Date: _____	Agenda Item #: _____	Resolution #: _____	

Kimley»Horn

June 20, 2015

Mr. Zoltan Fekete, P.E.
City of Lubbock, Texas
1625 13th Street
Lubbock, Texas

RE: **South Lubbock Sanitary Sewer Extension, Phase I – Bid Package B**
Change Order Number 2
KHA No. 063126015

Dear Zoltan:

The following is a description of the items that are involved in change order number two for the above referenced project.

1. It was determined by City staff and the Engineer that the water line relocation as shown on Sheet C 54 would be replaced with a 4" PVC water line in lieu of a 6" PVC water line. This was a material change only resulting in a **credit of \$981.75.**
2. It was determined by City staff, Lubbock County, and the Engineer that four culverts along MLK Blvd. (74th, 82nd, 84th, and 88th Streets) would be replaced with low water crossings. Also, during construction it was discovered that the two culverts crossing 98th Street at approximate STA. 253+30 (Sheet C 72) were corroded beyond repair and would need to be replaced. City staff and the Engineer proposed to replace the two culverts with five culverts. The net change in number of culverts is a negative 16 linear feet. The change for these two items results in a **credit of \$816.00.**
3. In relation to item two above, eight safety end treatments (SET's) would be removed from the project and ten safety end treatments would be added resulting in a net change of two SET's and an **increase of \$2,000.00.**
4. It was determined by City Staff and the Engineer that using flowable fill at the low water crossing subgrade would provide a more stable crossing and reduce the potential for wash out of the roadway resulting in an **increase of \$7,700.44.**
5. The 300-foot section of MLK Blvd. north of 74th Street was originally designed to be replaced. However, it was not damaged during construction. Therefore, due to the existing pavement condition it was determined by City Staff and the Engineer that 2-inches of the pavement would be milled and repaved from 74th to the Loop 289 frontage road (approx. 750 LF) resulting in a net **increase of \$43,913.00.**

The change in contract price associated with these changes is detailed below:

- Original contract price: \$20,293,159.95
- Net change of this change order: \$51,815.69
- Amount of previous change orders: -\$65,664.00
- Contract price with all approved change orders: \$20,279,311.64

As you are aware, during construction a few of the City water lines broke causing water to flow into the construction area. This caused a delay in UCA's progress along the construction route, an additional 30 days are recommended to be added for this delay. Also, it was agreed that an additional 45 days be added to the contract due to weather delays above and beyond the normal weather patterns for Lubbock. This results in a total of 75 days that are recommended to be added to the contract.

- Original contract time: 360 days
- Original NTP date: May 19, 2014
- Contract time change with this change order: 75 days
- Contract time change of previous change orders: 65 days
- Contract time with all approved change orders: 500 days
- Revised Substantial Completion Date: September 30, 2015

Should you have any questions please do not hesitate to give me a call.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Texas Firm Registration No. F-928

Aaron K. Rader, P.E.

Aaron K Rader, P.E.

Copy to: City of Lubbock: Wood Franklin, P.E., John Turpin, P.E., Josh Kristinek, EIT

UCA: Ty Lane, Jonathan Ziegner, P.E.

Walker RPR Services: Ricky Walker, Mark Perry

Kimley-Horn: Jeff James, P.E.

K:\FTW_Utillies\063126015-SLSSE Ph1 BPB CCAIRFI-CHG ORD\Change Order\w2\SLSSE Ph1 BPB Change Order 2 KHA Letter.docx

CHANGE OR EXTRA WORK ORDER NO. 2

PROJECT DESCRIPTION: South Lubbock Sanitary Sewer Extension Phase 1, Bid Package B
 KHA Project No.: 063126015
 OWNER: City of Lubbock
 CONTRACTOR: Utility Contractors of America
 ORIGINAL CONTRACT AMOUNT: \$20,293,159.95
 REVISED CONTRACT AMOUNT PER CHANGE ORDER No. 1: \$20,227,495.95
 REVISED CONTRACT AMOUNT PER CHANGE ORDER No. 2: \$20,279,311.64

CHANGE OR EXTRA WORK TO BE PERFORMED

Item No.	Approx. Quantity	Description of Item	Unit Price	Decrease in Contr. Price	Increase in Contr. Price
44	(561)	LF 6" C-900 DR-18 PVC Water Pipe	\$65.00	(\$36,465.00)	
77	561	LF 4" C-900 DR-18 PVC Water Pipe	\$63.25		\$35,483.25
61	(16)	LF Corrugated Metal Pipe Culvert (24")	\$51.00	(\$816.00)	
62	2	EA Safety End Treatment (24")	\$1,000.00		\$2,000.00
77	1	LS Flowable Fill at Low Water Crossing	\$7,700.44		\$7,700.44
51	(867)	SY 12" Compacted Subgrade	\$4.00	(\$3,468.00)	
52	(867)	SY Flexible Base (6")	\$11.00	(\$9,537.00)	
53	(867)	SY HMAC Type C (2")	\$14.00	(\$12,138.00)	
78	2,158	SY Mill and Repave 2" Asphalt Pavement	\$32.00		\$69,056.00
Total Increase in Contract Amount:					\$114,239.69
Total Decrease in Contract Amount:				(\$62,424.00)	
Net Change in Contract Amount:					\$51,815.69
Percent of Contract Value This Change Order:					0.26%
Amount of Previous Change Orders:					(\$65,664.00)
Total Amount of All Change Orders					(\$13,848.31)
Percent of Contract Value All Change Orders:					-0.07%
Revised Contract Amount:					\$20,279,311.64
Original Contract Time					360
Net Change in Contract Time of Completion previous change orders:					65
Net Change in Contract Time of Completion per CO2:					75
Revised Contract Time of Completion:					500



Utility Contractors of America, Inc.

5805 CR 7700
Lubbock, TX 79424

Kimley-Horn

Attn: Aaron Rader
13829 Technology Drive, Suite A-2
Oklahoma City, OK 73134

Proposal

June 12, 2015

Item Description	Quantity	Unit	Unit Cost	Total Cost
<u>SLSSE - Proposal for 4" water line for Item 44</u>				
Install 4" water line in lieu of 6" (Bid Item 44)	561.00	LF	63.25	35,483.25
TOTAL				\$ 35,483.25

Utility Contractors of America, Inc.

5805 CR 7700
Lubbock, TX 79424
(806) 863-2642

To: Kimley-Horn and Associates
Attn: Aaron Rader

From: UCA
Date: February 4, 2015

Project: South Lubbock Sanitary Sewer Extension - Phase 1

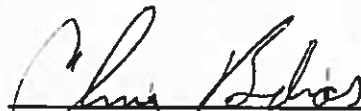
Contractor's Request to Change

Changes: UCA is respectfully requesting to change the proposal to include the following items.

Description	Quantity	Unit	Unit Cost	Total
Cost Breakdown for adding CSB around low water crossing				
Labor: Forming	1	EA	\$638.00	\$638.00
Labor: Pouring	1	EA	\$1,232.00	\$1,232.00
Equipment: Motorgrader	1	EA	\$687.50	\$687.50
Equipment: Backhoe	1	EA	\$412.50	\$412.50
Equipment: Front End Loader	1	EA	\$550.00	\$550.00
Equipment: Dump Truck	1	EA	\$467.50	\$467.50
Materials: Flowable Fill	35	CY	\$73.70	\$2,579.50
Materials: Misc Form Work	1	EA	\$433.40	\$433.40
Subtotal				\$7,000.40
Overhead & Profit	10%			\$700.04

Total: \$7,700.44

Date: 2/4/15



 Chris Balios
 UCA

Accepted: _____

Signature: _____

Date: _____

Title: _____



Utility Contractors of America, Inc.

5805 CR 7700
Lubbock, TX 79424

Kimley-Horn

Attn: Aaron Rader

801 Cherry Street, Suite 950

Fort Worth, TX 76102

Proposal

May 5, 2015

Item Description	Quantity	Unit	Unit Cost	Total Cost
<u>SLSSE - Proposal for Paving Repair North of the Low Water Crossing along MLK</u>				
Mill 2" and Pave	2,158.00	SY	32.00	69,056.00
TOTAL				\$ 69,056.00



UTILITY CONTRACTORS OF AMERICA, INC.

5805 CR 7700 ~ Lubbock, Texas 79424

(806) 863-2642, Fax # (806) 863-4132

June 8, 2015

45 DAYS TOTAL

Days Unable to Work: **84** Due To:

May **6** **3 DAY**

Thursday, May 22, 2014	Rain
Friday, May 23, 2014	Rain
Saturday, May 24, 2014	Rain
Sunday, May 25, 2014	Rain
Monday, May 26, 2014	Memorial Day Rain
Tuesday, May 27, 2014	Too Wet To Work

June **6** **1 DAY**

Sunday, June 08, 2014	Rain
Monday, June 09, 2014	Rain
Saturday, June 14, 2014	Rain
3 days	Alignment of existing pipe that was incorrect
Monday, June 23, 2014	Rained but still worked
Monday, June 30, 2014	Rained but still worked

July **6** **3 DAY**

Wednesday, July 02, 2014	Rain
Thursday, July 03, 2014	Rained - UCA worked, Southland did not work
Friday, July 04, 2014	Holiday
Saturday, July 05, 2014	Holiday
Monday, July 14, 2014	Rained but still worked
Tuesday, July 15, 2014	Rained but still worked
Wednesday, July 16, 2014	Rained but still worked
Thursday, July 17, 2014	Rain - UCA did not work, Southland worked
Tuesday, July 29, 2014	Rain - UCA did not work, Southland worked

August **2** **1 DAY**

Sunday, August 10, 2014	Rain
Monday, August 11, 2014	Rained but still worked
Friday, August 29, 2014	Rain - UCA did not work, Southland worked

September

14 9 DAY

Monday, September 01, 2014	Labor Day
Saturday, September 06, 2014	Rain
Sunday, September 07, 2014	Rain
Thursday, September 11, 2014	Rain - UCA did not work, Southland worked
Friday, September 12, 2014	Rain - UCA did not work, Southland worked
Saturday, September 13, 2014	Rain
Sunday, September 14, 2014	Rain
Tuesday, September 16, 2014	Rained but still worked
Wednesday, September 17, 2014	Rained but still worked
Thursday, September 18, 2014	Rain - Damage from rain
Friday, September 19, 2014	Rain - UCA did not work, Southland worked
Saturday, September 20, 2014	Rain
Sunday, September 21, 2014	Rain
Monday, September 22, 2014	Too wet to work
Tuesday, September 23, 2014	Too wet to work
Wednesday, September 24, 2014	Rained but still worked
Thursday, September 25, 2014	Rain

October

1 1 DAY

Monday, October 27, 2014	Rain - UCA did not work, Southland worked
--------------------------	---

November

2 1 DAY

Tuesday, November 04, 2014	Rain - UCA did not work, Southland worked
Monday, November 17, 2014	Snow all crews worked except Gilbert's
Thursday, November 27, 2014	Holiday

December

8 2 DAY

Tuesday, December 23, 2014	Rain UCA worked
Wednesday, December 24, 2014	Holiday
Thursday, December 25, 2014	Holiday
Friday, December 26, 2014	Holiday
Saturday, December 27, 2014	Holiday
Sunday, December 28, 2014	Holiday
Tuesday, December 30, 2014	Snow - UCA worked 1/2 day
Wednesday, December 31, 2014	Snow - No Work

January

9 3 DAY

Thursday, January 01, 2015	Holiday
Friday, January 02, 2015	Snow - No Work
Saturday, January 03, 2015	Snow No Work
Sunday, January 04, 2015	Too wet to work
Monday, January 05, 2015	UCA worked, Lone Star no work too wet
Wednesday, January 07, 2015	UCA worked, Lone Star no work too cold
Friday, January 09, 2015	UCA worked, Lone Star no work too cold
Monday, January 12, 2015	UCA worked, Lone Star no work too cold
Thursday, January 22, 2015	Snow - No Work
Friday, January 23, 2015	Snow - No Work
Saturday, January 24, 2015	Snow No Work

~~Sunday, January 25, 2015~~ Too wet to work
~~Saturday, January 31, 2015~~ Snow No Work

February

4 **3 DAY**

~~UCA worked, Lone Star no work too wet~~
~~UCA worked, Lone Star no work too wet~~
~~UCA worked, Lone Star no work too wet~~
~~UCA worked, Lone Star no work too wet~~
 Monday, February 23, 2015 Snow - No Work
 Thursday, February 26, 2015 Snow - No Work
 Friday, February 27, 2015 Snow - No Work
~~Saturday, February 28, 2015~~ Snow No Work

March

6 **5 DAY**

Monday, March 02, 2015 Snow - No Work
 Tuesday, March 03, 2015 No Work - too wet
 Wednesday, March 04, 2015 Rain/Sleet - No work
 Thursday, March 05, 2015 No Work - snow melting
 Friday, March 06, 2015 Only 1 crew worked - too wet
~~Saturday, March 07, 2015~~ Only 1 crew worked too wet

April

4 **4 DAY**

Monday, April 13, 2015 Rain - No Work
 Tuesday, April 14, 2015 Too Wet to Work - 1 crew tested
~~UCA worked, Lone Star did not~~
~~Rain All crews worked~~
 Monday, April 27, 2015 Rain - Lone Star worked (milling) only
 Tuesday, April 28, 2015 Wet - Lone Star worked only

May

16 **9 DAY**

Tuesday, May 05, 2015 2"-3" Rain
 Wednesday, May 06, 2015 Too Wet to Work
 Thursday, May 07, 2015 Wet - Light Drizzle
 Friday, May 08, 2015 Rain PM
~~Saturday, May 09, 2015~~ Too Wet to Work
~~Tuesday, May 12, 2015~~ Light Rain AM - 1 UCA crew & 1 Lone Star Crew worked
 Wednesday, May 13, 2015 1" Rain
 Friday, May 15, 2015 1.5" Rain - Only Lone Star milling
~~Saturday, May 16, 2015~~ .5" Rain - Only Lone Star milling
 Friday, May 22, 2015 Too Wet - Pumping Water
~~Saturday, May 23, 2015~~ Too Wet - Pumping Water
~~Sunday, May 24, 2015~~ .5" Rain - Pumping Water
 Thursday, May 28, 2015 1.5" Rain - Pumping Water
 Friday, May 29, 2015 Too Wet - Pumping Water
~~Saturday, May 30, 2015~~ .5" Rain - Pumping Water
~~Sunday, May 31, 2015~~ Too Wet - Pumping Water

**City of Lubbock, TX
Capital Project
Project Cost Detail
July 23, 2015**

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

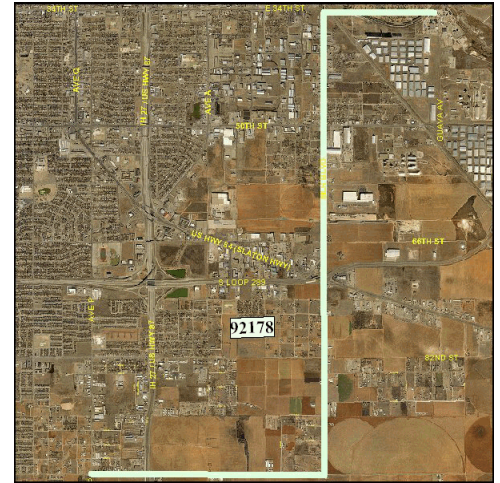
	Budget
<i>Encumbered/Expended</i>	
Kimley Horn, Contract 9065	\$ 996,010
Kimley Horn Contract 9065 Amendment 1	78,000
Merryman Excavation Contract 10282 - Bid Package A	1,399,363
Merryman Excavation Contract 10282 Amendment 1	14,783
Advertisement and Bid Cost	1,173
City of Lubbock Staff cost	116,431
Kimley Horn Contract 9065 Amendment 2-Bid Package B Design	1,094,110
Utility Contractors of America - Contract 11709	20,293,160
UCA Contract 11709 Change Order 1	(65,664)
Kimley Horn Construction Phase Services	1,075,200
Land Acquisition / Surveying	192,796
Lubbock Power and Light	33,582
Kimley Horn Contract 11815 Amendment 1	516,500
 <i>Agenda Item: July 23, 2015</i>	
Utility Contractors of America	51,816
<i>Encumbered/Expended to Date</i>	25,797,260
 <i>Estimated Costs for Remaining Appropriation</i>	
Sewer Line Construction	1,007,574
<i>Remaining Appropriation</i>	1,007,574
Total Appropriation	\$ 26,804,834

Managing Department **Public Works Engineering**

Project Manager **John Turpin**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

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

Project Justification

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

Project History

\$1.0 million was appropriated in FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.
 \$10.0 million was appropriated in the FY 2009-10 Budget, Ord. No. 2009-O0073, August 27, 2009.
 Reduced funding by \$7.0 million in FY 2009-10 Budget Amendment No. 6, Ord. No. 2009-O0108, December 2, 2009.
 \$13.0 million was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
 Reduced funding by \$4.5 million in FY 2010-11 Budget Amendment No. 9, Ord. No. 2011-O0037, April 28, 2011.
 Reduced by \$8.5 million per Chief Operating Officer.
 \$6.0 million was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
 \$16.5 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
 \$400,000 was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.
 Reduced funding by \$95,166 in FY 2014-15 Budget Amendment No. 11, Ord. No. 2015-O0015, 2/26/15.

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



Regular City Council Meeting

6. 5.

Meeting Date: 07/23/2015

Information

Agenda Item

Resolution - Water Utilities: Consider a resolution authorizing the City Council to reject all bids received for ITB 15-12336-PD for the purchase of a pump and motor associated with Pump Station 9.

Item Summary

One of the pumps and motor assemblies located at Pump Station 9 has experienced component failures. Additional repairs to the assembly are no longer feasible and the purchase of a new pump and motor assembly is necessary.

Two bids were received for the purchase of a new pump and motor assembly that would replace the existing inoperable unit. Each bid met the basic technical specifications. However, the construction methods used to meet the requirements in the specifications for a WPII motor enclosure resulted in physical dimensions that exceed allowable space. The specifications need to be amended and pumps and motor assembly need to be re-bid to require a motor enclosure that is compatible with the allowable existing space.

Fiscal Impact

None

Staff/Board Recommending

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

Attachments

Resolution - Reject All Bids

RESOLUTION

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

THAT the City Council of the City of Lubbock hereby rejects any and all bids received for the Vertical Turbine Pump with Vertical Holoshaft Motor to ITB-15-12336-PD and orders that no contract be entered into pursuant to said invitation to bid.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

RES.Rejection of Bids-Vertical Turbine Pump
7.8..2015



Regular City Council Meeting

6. 6.

Meeting Date: 07/23/2015

Information

Agenda Item

Resolution - Water Utilities: Consider a resolution authorizing the City Council to reject all bids received for ITB 15-12335-PD for two medium voltage motor controllers.

Item Summary

This purchase order is for the purchase of medium voltage motor controllers that will replace existing units in place at Pump Station #3. The existing controllers have been used longer than the normal service life. Repair parts are obsolete and no longer available. These units must be replaced in order to ensure uninterrupted electrical power to the water pumping units at this pump station.

The following three vendors submitted bids for the controllers:

1. EMICC, Inc.	Perry, Georgia	\$96,865	10 – 12 week delivery
2. Brandon & Clark, Inc.	Lubbock, Texas	\$97,700	8 – 10 week delivery
3. Five Star Electric	San Antonio, Texas	\$122,220	16 - 18 week delivery

All three bids for the controllers were evaluated by the evaluation committee. All three bids met the technical specifications. The bid submitted by EMICC, Inc. is the lowest bid. The evaluation committee recommends award of this bid to EMICC, Inc. of Perry, Georgia for \$96,865.

Fiscal Impact

\$2,406,875 is appropriated in Capital Improvement Project 91033, Pumping System Improvements, with \$197,897 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution - Reject All Bids

RESOLUTION

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

THAT the City Council of the City of Lubbock hereby rejects any and all bids received for the Medium Voltage Motor Controllers for Pump Station to ITB-15-12335-PD and orders that no contract be entered into pursuant to said invitation to bid.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

RES.Rejection of Bids-Medium Voltage Motor Controllers for Pump Station
7.13.2015



Regular City Council Meeting

6. 7.

Meeting Date: 07/23/2015

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 Shiela Hall, regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, easement being out of Section 13, Block JS, Lubbock County, Texas.

Item Summary

Over the past several decades, the City of Lubbock has experienced significant growth in the northwest region of the existing sewer collection system that resulted in insufficient conveyance and treatment capacity within the Northwest Sewer Shed. To alleviate the capacity problems and facilitate future growth in the area the 2009 Wastewater Master Plan recommended commissioning a new Northwest Water Reclamation Plant and associated conveyance systems. The City of Lubbock is acquiring right-of-way for construction of a large diameter sanitary sewer main, large diameter water main and effluent main associated with the proposed Northwest Water Reclamation Plant located at North Slide Road and State Highway 84. The purchase price is \$500.00 plus closing cost with West Texas Title Company.

Fiscal Impact

\$75,800,000.00 is appropriated in Capital Improvement Project 92221, Northwest Water Reclamation Project, with \$500.00 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution - Easement Shiela Hall

Budget Detail-Easement- Hall and Howell

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 Section 13, Block JS, Lubbock, Lubbock County, Texas, for the Northwest Water Reclamation 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 \$500.00 and that closing costs shall also be paid in connection with the purchase of the property, said payments approved herein.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR


ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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



Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:



Chad Weaver, City Attorney

RES.Easement-Parcel 35
6.25.15

EASEMENT

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

GRANTOR, SHIELA HALL, a single woman, with street address of 4502 17th Street, Lubbock, Texas 79416, 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, servitude and right-of-way, as described herein (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 a perpetual exclusive Easement together with the right to install, 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, roadways, 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, waste water and effluent through, under, upon, over, across and within the Lands. Such perpetual exclusive 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.

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 purposes incidental and/or related to the Permitted Uses, including but not limited to: (a) the right to perform all Permitted Uses related to the Pipeline System; (b) the right (for men, material, and equipment) of unimpaired ingress and egress and regress, entry and access in, to, through, on, over, under and across said Easement granted herein, with the right to ingress and egress and regress to and from and access on and along said Easement, for any and all purposes necessary and or incident to 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/effluent 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 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, waste water, and/or effluent 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. Grantor and Grantee agree 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 Lands and 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. Notwithstanding anything contained herein to the contrary, although the Grantee may reconstruct any roadway crossed by Grantee in exercising its rights hereunder, Grantee assumes no maintenance for any road reconstructed as a result of Grantee's use of the Easement and Grantee expressly waives same, which waiver is acknowledged by Grantor.

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. 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 Grantor. 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 for the following:

- A. detouring around natural impediments within the Easement; or
- B. 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, including without any limitation, 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.

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. *Nothing contained herein shall be construed as a waiver by the Grantee of immunity of any kind or type, including without limitation, waiver of immunity from liability and immunity from suit, 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.*

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 10 day of June, 2015 ("Effective Date").

GRANTOR:



SHIELA HALL

GRANTEE:

The City of Lubbock

By _____

Name: _____


Title: _____

ATTEST:

Rebecca Garza, City Secretary


[Acknowledgements of the Parties on Next Page]

APPROVED AS TO CONTENT:



L. Wood Franklin
Dir. of Public Works

APPROVED AS TO FORM:

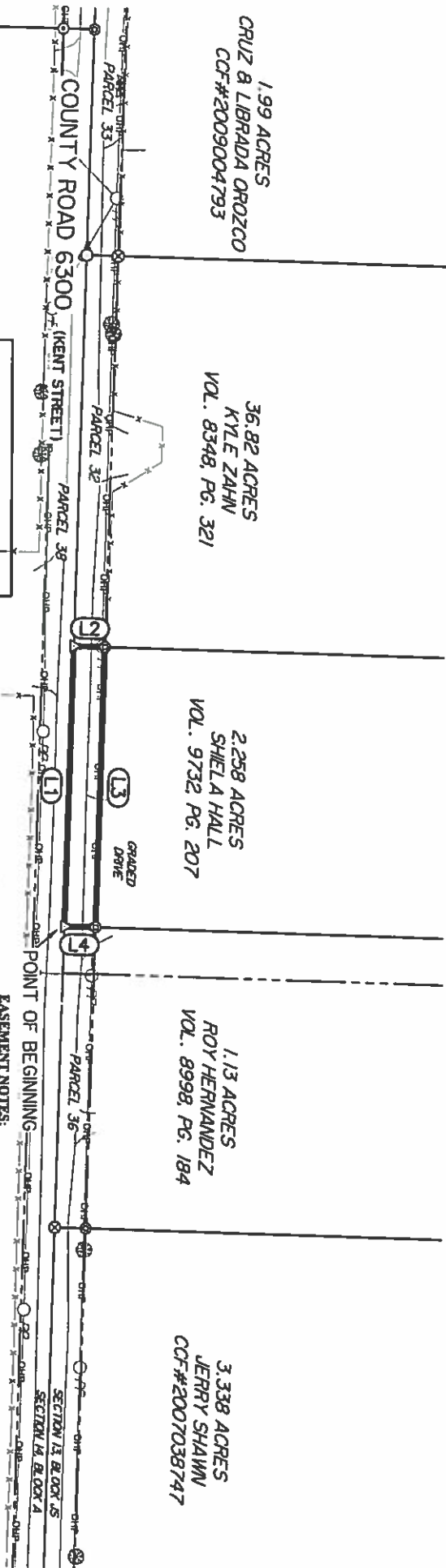


Ryan J. Bigbee, Attorney



SCALE : 1" = 100'

NORTHWEST WATER RECLAMATION PROJECT
 Parcel No. 35 - Permanent Easement
PERIMETER SURVEY OF A 0.083 ACRE TRACT LOCATED IN
SECTION 13, BLOCK JS
 LUBBOCK COUNTY, TEXAS



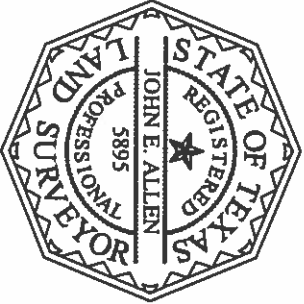
Line Table		
Line #	Direction	Length
L1	N88° 22' 25" W	180.00'
L2	N01° 45' 58" E	20.00'
L3	S88° 22' 25" E	180.00'
L4	S01° 45' 58" W	20.00'

6.75 ACRES
 JOSEPH & DONNA HOWELL
 CCF#2008036588

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: 1.0002452

Surveyed on the ground.
 November 14, 2014

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



EASEMENT NOTES:
 This parcel may be subject to a blanket Right-of-Way easement granted to Pioneer Natural Gas Company as described in Volume 1245, Page 617, Deed Records, Lubbock County, Texas, the exact location of this easement could not be determined by record description.
 This parcel may be subject to a blanket Right-of-Way easement and a gas line easement granted to Pioneer Natural Gas Company as described in Volume 1245, Page 617, Deed Records, Lubbock County, Texas, the exact location of this easement could not be determined by record description.
 This parcel may be subject to a Right-of-Way easement and a gas line easement granted to Pioneer Natural Gas Company as described in Volume 3459, Page 74, Real Property Records, Lubbock County, Texas, the exact location of the easements could not be determined by record description.
 This Surveyor is unable to locate easements or claims of easements which are not recorded in the Public Records of Lubbock County, any such easements which may exist and encumber this property have not been shown hereon.

- NOTES:**
 HEAVY LINES INDICATE PLAT LIMITS.
 ○ - SET 1/2" IRON ROD WITH CAP
 ⊗ - SET MAG NAIL WITH CAP
 ● - FOUND 1/2" IRON ROD WITH CAP
 ○ - FOUND MAG NAIL
 Δ - FOUND RAIL ROAD SPIKE
 A legal description of even survey date herewith accompanies this plat of survey.

Note: 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. Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.

Sheet 1 of 2

HR HUGO REED AND ASSOCIATES, INC.
 LAND SURVEYORS
 CIVIL ENGINEERS
 TEXAS LICENSED SURVEYING FIRM 100675-00
 TEXAS LICENSED ENGINEERING FIRM F-780
 1601 AVENUE N
 LUBBOCK, TEXAS 79401
 PHONE: 806 / 783-5842
 FAX: 806 / 783-3891
 Copyright 2014, Hugo Reed and Associates, Inc. for the sole use of Title Co. for CR # and any other identifiers as indicated in the certificate shown hereon.

NORTHWEST WATER RECLAMATION PROJECT
Parcel No. 35 - Permanent Easement
PERIMETER SURVEY OF A 0.083 ACRE TRACT LOCATED IN
SECTION 13, BLOCK JS
LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.083 acre parcel located in Section 13, Block JS, Lubbock County, Texas, being the South 20.00 feet of a 2.258 acre tract described in Volume 9732, Page 207, Official Public Records, Lubbock County, Texas (OPRLCT), being further described as follows:

BEGINNING at a rail road spike found in the South line of said Section 13, Block JS, and in the North Line of Section 14, Block A, Lubbock County, Texas, and in the North line of a 6.75 acre tract described in County Clerk File Number (CCFN) 2008036588, OPRLCT, and at the Southeast corner of said 2.258 acre tract and at the Southwest corner of a 1.13 acre tract described in Volume 8998, Page 184, OPRLCT, which bears N. 88°22'25" W. a distance of 645.10 feet from a 1/2" iron pipe found at the Southeast corner of said Section 13, Block JS, for the Southeast corner of this parcel;

THENCE N. 88°22'25" W. along the common line of said Section 13, Block JS, and said Section 14, Block A, and along the North line of said 6.75 acre tract and along the South line of said 2.258 acre tract a distance of 180.00 feet to a rail road spike found at the Southwest corner of said 2.258 acre tract and at the Southeast corner of a 36.82 acre tract described in Volume 8348, Page 321, OPRLCT, for the Southwest corner of this parcel;

THENCE N. 01°45'58" E. along the common line of said 2.258 acre tract and said 36.82 acre tract a distance of 20.00 feet to a 1/2" iron rod with cap found for the Northwest corner of this parcel;

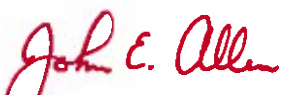
THENCE S. 88°22'25" E. a distance of 180.00 feet to a 1/2" iron rod with cap found in the common line of said 2.258 acre tract and said 1.13 acre tract, for the Northeast corner of this parcel;

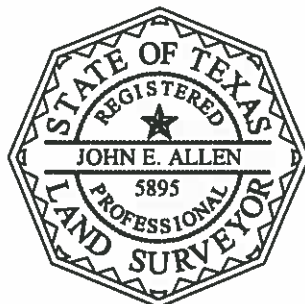
THENCE S. 01°45'58" W. along the common line of said 2.258 acre tract and said 1.13 acre tract a distance of 20.00 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002452

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

Surveyed on the ground
November 14, 2014


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



Sheet 2 of 2

HR HUGO REED AND ASSOCIATES, INC.	
LAND SURVEYORS	1801 AVENUE N
CIVIL ENGINEERS	LUBBOCK, TEXAS 79401
TEXAS LICENSED SURVEYING FIRM 100876-00	PHONE: 806 / 763-5642
TEXAS REGISTERED ENGINEERING FIRM F-760	FAX: 806 / 763-3891

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
Capital Project
Project Cost Detail
July 23, 2015**

Capital Project Number: 92221
 Capital Project Name: Northwest Water Reclamation Plant

	Budget
<i>Encumbered/Expended</i>	
Feasibility Study - APAI	\$ 1,603,816
Surveying for Land Acquisition - Hugo Reed	6,152
Bid Cost	14,127
BNSF Railroad	5,500
Appraisal	16,128
Flow metering	17,850
Staff time	71,245
Professional Services Contract for Final Design - APAI	8,841,689
Easement Acquisition	22,521
Land Acquisition	1,244,027
Construction Contract for NWWRP Potable Water Pipeline	1,245,847
Construction Contract for NWWRP, Eagle Contracting	53,685,000
Construction Phase Services Contract with Alan Plummer	4,293,311
 <i>Agenda Item July 23, 2015</i>	
Shiela Hall-Parcel 35- Section 13 Block JS	500
Joseph Howell- Parcel 28 -Section 14 Black A	600
 <i>Encumbered/Expended To Date</i>	71,068,313
 <i>Estimated Cost for Remaining Appropriation</i>	
Construction	4,731,687
<i>Remaining Appropriation</i>	4,731,687
 Total Appropriation to Date	\$ 75,800,000



Regular City Council Meeting

6. 8.

Meeting Date: 07/23/2015

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 Joseph Howell and wife, Donna Howell, regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, easement being out of Section 14, Block A, Lubbock County, Texas.

Item Summary

Over the past several decades, the City of Lubbock has experienced significant growth in the northwest region of the existing sewer collection system that resulted in insufficient conveyance and treatment capacity within the Northwest Sewer Shed. To alleviate the capacity problems and facilitate future growth in the area the 2009 Wastewater Master Plan recommended commissioning a new Northwest Water Reclamation Plant and associated conveyance systems. The City of Lubbock is acquiring right-of-way for construction of a large diameter sanitary sewer main, large diameter water main and effluent main associated with the proposed Northwest Water Reclamation Plant located at North Slide Road and State Highway 84. The purchase price is \$600.00 plus closing cost with West Texas Title Company.

Fiscal Impact

\$75,800,000.00 is appropriated in Capital Improvement Project 92221, Northwest Water Reclamation Project, with \$600 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution - Easement - Northwest Water Reclamation - Howell - Parcel 38

CIP Detail

Budget Detail-Easement- Hall and Howell

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 Section 14, Block A, Lubbock, Lubbock County, Texas, for the Northwest Water Reclamation 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 \$600.00 and that closing costs shall also be paid in connection with the purchase of the property, said payments approved herein.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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



Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:



Chad Weaver, City Attorney

RES.Easement-Parcel 38
7.6.15

EASEMENT

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

GRANTOR, JOSEPH HOWELL and wife, DONNA HOWELL, with street address of 5401 20th Street, Lubbock, Texas 79407, 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, servitude and right-of-way, as described herein (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 a perpetual exclusive Easement together with the right to install, 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, roadways, 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, waste water and effluent through, under, upon, over, across and within the Lands. Such perpetual exclusive 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.

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 purposes incidental and/or related to the Permitted Uses, including but not limited to: (a) the right to perform all Permitted Uses related to the Pipeline System; (b) the right (for men, material, and equipment) of unimpaired ingress and egress and regress, entry and access in, to, through, on, over, under and across said Easement granted herein, with the right to ingress and egress and regress to and from and access on and along said Easement, for any and all purposes necessary and or incident to 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/effluent 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 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, waste water, and/or effluent 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. Grantor and Grantee agree 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 Lands and 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. Notwithstanding anything contained herein to the contrary, although the Grantee may reconstruct any roadway crossed by Grantee in exercising its rights hereunder, Grantee assumes no maintenance for any road reconstructed as a result of Grantee's use of the Easement and Grantee expressly waives same, which waiver is acknowledged by Grantor.

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. 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 Grantor. 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 for the following:

- A. detouring around natural impediments within the Easement; or
- B. 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, including without any limitation, 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.

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. *Nothing contained herein shall be construed as a waiver by the Grantee of immunity of any kind or type, including without limitation, waiver of immunity from liability and immunity from suit, 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.*

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 30th day of June, 2015 ("Effective Date").

GRANTOR:



JOSEPH HOWELL



DONNA HOWELL

GRANTEE:

The City of Lubbock

By: _____

Name: _____


Title: _____

ATTEST:

Rebecca Garza, City Secretary

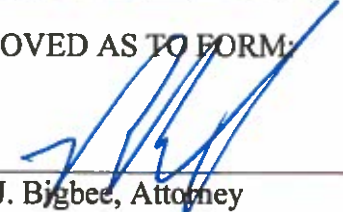
[Acknowledgements of the Parties on Next Page]

APPROVED AS TO CONTENT:



Director of Public Works
Ward Franklin

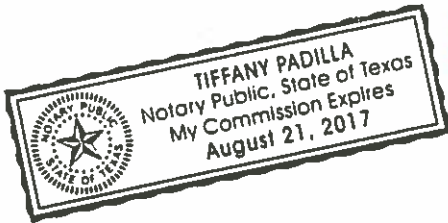
APPROVED AS TO FORM:



Ryan J. Bigbee, Attorney

STATE OF TEXAS §
 §
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on June 30, 2015, by Joseph Howell and wife, Donna Howell.



Tiffany Padilla
Notary Public, State of Texas
Tiffany Padilla
Printed Name of Notary
My commission expires: 8-21-2017

STATE OF TEXAS §
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on _____, 2015, 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: _____

THE STATE OF TEXAS §

THE COUNTY OF LUBBOCK §

That _____ duly organized and existing under the laws of the State of Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) paid in cash, and for other good and valuable consideration, the receipt of which is hereby acknowledged and confessed, being a lien holder on the property described herein, does hereby consent and agree to the foregoing Dedication and does hereby subordinate its rights in the above described property to the above dedication, as shown on the attached plat.

IN WITNESS WHEREOF, the said _____ has caused these presents to be signed by its duly authorized officer at Lubbock, Lubbock County, Texas, on _____, 2015.

By: _____
Printed Name: _____

This instrument was acknowledged before me on _____, 2015, by _____, as _____ of _____, and in the capacity therein stated.

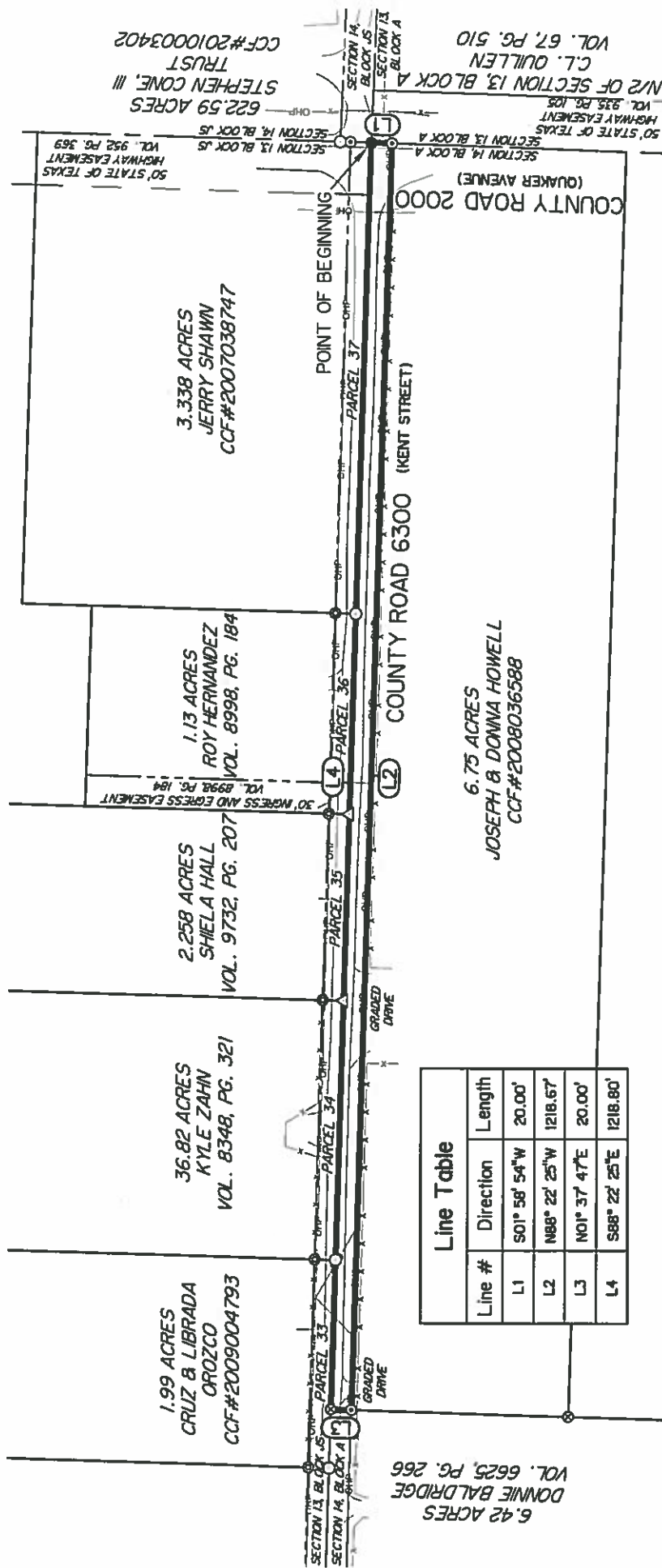
Notary Public, State of Texas

Exhibit A
Legal Description of the Perpetual Exclusive Easement



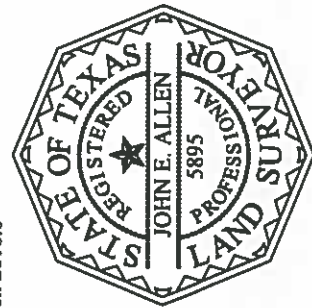
SCALE: 1"=150'

NORTHWEST WATER RECLAMATION PROJECT
 Parcel No. 38 - Permanent Easement
 PERIMETER SURVEY OF A 0.560 ACRE TRACT LOCATED IN
SECTION 14, BLOCK A
 LUBBOCK COUNTY, TEXAS



Line Table		
Line #	Direction	Length
L1	S01° 58' 54"W	20.00'
L2	N88° 22' 25"W	1218.67'
L3	N01° 37' 47"E	20.00'
L4	S88° 22' 25"E	1218.80'

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: 1.0002452



Surveyed on the ground.
 November 17, 2014
John E. Allen
 John E. Allen
 Registered Professional
 Land Surveyor No. 5895
 State of Texas

NOTES:
 HEAVY LINES INDICATE PLAT LIMITS.
 ⊙ - SET 1/2" IRON ROD WITH CAP
 ⊙ - FOUND 1/2" IRON ROD WITH CAP
 ⊙ - FOUND 1/2" IRON ROD
 ⊙ - FOUND 1/2" IRON PIPE
 ○ - FOUND MAG NAIL
 △ - FOUND RAIL ROAD SPIKE
 A legal description of even survey date herewith accompanies this plat of survey.

Sheet 1 of 2.

HR HUGO REED AND ASSOCIATES, INC.
 LAND SURVEYORS
 CIVIL ENGINEERS
 TEXAS LICENSED SURVEYING FIRM 100576-00
 TEXAS REGISTERED ENGINEERING FIRM F-760
 1601 AVENUE N
 LUBBOCK, TEXAS 79401
 PHONE: 806 / 763-5642
 FAX: 806 / 763-3881

Note: 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. Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.

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.

NORTHWEST WATER RECLAMATION PROJECT
Parcel No. 38 - Permanent Easement
PERIMETER SURVEY OF A 0.560 ACRE TRACT LOCATED IN
SECTION 14, BLOCK A
LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.560 acre parcel located in Section 14, Block A, Lubbock County, Texas, being the North 20.00 feet of a 6.75 acre tract described in County Clerk File Number (CCFN) 2008036588, Official Public Records, Lubbock County, Texas (OPRLCT), being further described as follows:

BEGINNING at a 1/2" iron pipe found at the Northeast corner of said Section 14, Block A, and at the Northwest corner of Section 13, Block A, Lubbock County, Texas, and at the Southeast corner of Section 14, Block JS, Lubbock County, Texas, and at the Southeast corner of Section 13, Block JS, Lubbock County, Texas, and at the Northwest corner of the North Half of said Section 13, Block A, described in Volume 67, Page 510, Deed Records, Lubbock County, Texas (DRLCT), and at the Northwest corner of a 50.00 foot State of Texas highway easement described in Volume 935, Page 105, DRLCT, and at the Southwest corner of a 622.59 acre tract described in CCFN 2010003402, OPRLCT, and at the Southeast corner of a 50.00 foot State of Texas highway easement described in Volume 952, Page 369, DRLCT, and at the Southeast corner of a 3.338 acre tract described in CCFN 2007038747, OPRLCT, for the Northeast corner of this parcel;

THENCE S. 01°58'54" W. along the common line of said Section 13, Block A, and said Section 14, Block A, and also being the common line of said 6.75 acre tract and said North Half of Section 13, Block A, a distance of 20.00 feet to a 1/2" iron rod with cap set for the Southeast corner of this parcel;

THENCE N. 88°22'25" W. a distance of 1218.67 feet to a 1/2" iron rod with cap set in the West line of said 6.75 acre tract and in the East line of a 6.42 acre tract described in Volume 6625, Page 266, Real Property Records, Lubbock County, Texas, for the Southwest corner of this parcel;


THENCE N. 01°37'47" E. along the common line of said 6.75 acre tract and said 6.42 acre tract a distance of 20.00 feet to a 1/2" iron rod found in the common line of said Section 14, Block A, and said Section 13, Block JS, and at the Northeast corner of said 6.42 acre tract and at the Northwest corner of said 6.75 acre tract and in the South line of a 1.99 acre tract described in CCFN 2009004793, OPRLCT, for the Northwest corner of this parcel;

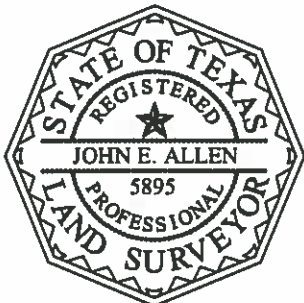
THENCE S. 88°22'25" E. along said common line of Section 14, Block A, and Section 13, Block JS, and along the North line of said 6.75 acre tract, and along the South line of said 1.99 acre tract, and along the South line of the following tracts; a 36.82 acre tract described in Volume 8348, Page 321, OPRLCT, a 2.258 acre tract described in Volume 9732, Page 207, OPRLCT, a 1.13 acre tract described in Volume 8998, Page 184, OPRLCT, said 3.338 acre tract and said 50.00 foot State of Texas highway easement, for a total distance of 1218.80 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002452

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

Surveyed on the ground
November 17, 2014


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



Sheet 2 of 2

HR HUGO REED AND ASSOCIATES, INC.	
LAND SURVEYORS CIVIL ENGINEERS	1601 AVENUE N LUBBOCK, TEXAS 79401
TEXAS LICENSED SURVEYING FIRM 100676-00 TEXAS REGISTERED ENGINEERING FIRM F-760	PHONE: 806 / 783-5642 FAX: 806 / 783-3891

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
Capital Project
Project Cost Detail
July 23, 2015**

Capital Project Number: 92221
 Capital Project Name: Northwest Water Reclamation Plant

	Budget
<i>Encumbered/Expended</i>	
Feasibility Study - APAI	\$ 1,603,816
Surveying for Land Acquisition - Hugo Reed	6,152
Bid Cost	14,127
BNSF Railroad	5,500
Appraisal	16,128
Flow metering	17,850
Staff time	71,245
Professional Services Contract for Final Design - APAI	8,841,689
Easement Acquisition	22,521
Land Acquisition	1,244,027
Construction Contract for NWWRP Potable Water Pipeline	1,245,847
Construction Contract for NWWRP, Eagle Contracting	53,685,000
Construction Phase Services Contract with Alan Plummer	4,293,311
 <i>Agenda Item July 23, 2015</i>	
Shiela Hall-Parcel 35- Section 13 Block JS	500
Joseph Howell- Parcel 28 -Section 14 Black A	600
 <i>Encumbered/Expended To Date</i>	71,068,313
 <i>Estimated Cost for Remaining Appropriation</i>	
Construction	4,731,687
<i>Remaining Appropriation</i>	4,731,687
 Total Appropriation to Date	\$ 75,800,000



Regular City Council Meeting

6. 9.

Meeting Date: 07/23/2015

Information

Agenda Item

Resolution - Facilities: Consider two resolutions authorizing the Mayor to execute purchase orders 22300051 and 22300052 with Officewise Furniture and Supply of Lubbock, Texas for office furniture and systems for the Streets/Water Administration Departments renovated facility.

Item Summary

For purchase order 22300051, staff recommends the \$104,250.00 purchase from Officewise Furniture & Supply of Lubbock, Texas, through the Texas Multiple Awards Schedule (TXMAS) contract 6-71111060-8. The TXMAS program adapts existing competitively awarded federal government contracts to the procurement needs of the State of Texas and local governments. As the responsible federal entity, the General Services Administration's (GSA) Federal Supply Service awards Federal Supply Schedule contracts by competitive procurement procedures for more than 50 schedules covering multiple commodities and services. The prices reflected on GSA schedule contracts are the most favored customer prices and the maximum price allowable. To be considered for the TXMAS Program, an existing contract must be awarded by the federal government or other governmental entity using a competitive process and adaptable to the laws of the State of Texas (Texas Government Code Title 10, Subtitle D, Sections 2155.062, 2155.502, 2155.504).

For purchase order 22300052, staff recommends the \$113,763.00 purchase from Officewise Furniture and Supply of Lubbock, Texas, is made available through the U.S. Communities Government Purchasing Alliance contract AG0607/ RQ07-878957-20A, a cooperative purchasing program pursuant to State of Texas Statutes, Government Code, Title 7, Intergovernmental Relations, Chapter 791 Interlocal Cooperative Contracts, Subchapter A. The purpose of this chapter is to increase efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the State.

Staff recommends awarding this contract to Officewise Furniture & Supply for \$218,013.00.

Fiscal Impact

\$1,250,000 is appropriated in Capital Improvement Project 92355, Office/Warehouse Facility Replacement - Water, with \$218,013 available for this purpose.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

[Resolution & Purchase Order Contract 22300051 - Officewise Furniture and Supply](#)

[Resolution and Purchase Order Contract 22300052 - Officewise Furniture and Supply](#)

[CIP Detail](#)

[Budget 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, Purchase Order No. 22300051 for the TXMAS Contract #6-71111060-8, for office furniture and supplies, by and between the City of Lubbock and Officewise Furniture and Supply, of Lubbock, Texas, and related documents. Said Purchase Order is attached hereto and incorporated into this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:




Laura Pratt, Assistant City Attorney

Resolution - Officewise Furniture and Supply 2 PO 6.23.15
6.23.15

TO: OFFICE WISE FURNITURE AND SUPPLY
 1212 AVENUE J
 LUBBOCK Texas 79401

SHIP TO: Water Conservation
 402 Municipal Drive
 Lubbock Texas 79403

INVOICE TO: CITY OF LUBBOCK
 ACCOUNTS PAYABLE
 P.O. BOX 2000
 LUBBOCK, TX 79457

BY: 
 Maria Alvarez, Director of Purchasing & Contract Management

Ordered 06/18/2015 Freight
 Requested 08/31/2015 Taken By S SUMMERS
 Delivery PER M MECALCO REQ #45695 TXMAS 6-7111060-8

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Streets Dept. - Hon	1.000	49,298.2600	EA	49,298.26	08/31/2015
Water Dept. - Hon	1.000	54,952.0200	EA	54,952.02	08/31/2015
Total Order					

Terms NET DUE ON RECEIPT 104,250.28

INSURANCE INFORMATION 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 \$113,763.42 awarded OfficeWise Furniture and Supply of Lubbock, TX on July 23, 2015. The following is incorporated into and made part of this purchase order by reference TXMAS Contract 6-7111060-8 dated June 11, 2015 OfficeWise Furniture and Supply of Lubbock, TX and TXMAS Contract 6-7111060-8. Resolution # _____

CITY OF LUBBOCK

ATTEST:

 Glen C. Robertson, Mayor

 Rebecca Garza, City Secretary

Officewise

FURNITURE & SUPPLY

Quotation
 No...
 Order

Cheryl Stephens
 1212 Ave J., Lubbock, TX 79401
 P. 806.766.8888 F. 806.766.8854
 e-mail: cstephens@officewiseco.com

Customer Name:	City of Lubbock	Date:	June 11, 2015
Bill To Address:	1625 13th Street	P.O. #	
	Lubbock, Texas 79414	Account #:	
Ship To Address:	Municipal Drive	Dept:	
	Lubbock, Texas 79414	Sales:	Andrea Wade / Cheryl Stephens
Contact Name:	Wesley Everett	Phone:	775-2275
		E-Mail:	weverett@mylubbock.us

QTY	MODEL	Product Description	LIST	SELL	EXT
		Summary of Furniture Pricing - HON			
		Streets Department			
1		Hon (contract TXMAS-6-71111060-8)		49298.26	49298.26
		Water Department			
1		Hon (contract TXMAS-6-71111060-8)		54952.02	54952.02
		The above pricing includes delivery and installation.			
		Estimated lead time is approxiamtely 4 weeks from the date the order is placed with manufacturer. A purchase order from the City is required to be able to place an order with the manufacturers.			
All special order merchandise is non-refundable.			SUB-TOTAL		104,250.28
Terms of Payment:			SALES TAX		EXEMPT
Deposit Required:			TOTAL		104,250.28

Please read, sign and return the "Uniform Conditions" page of this proposal with P.O.

UNIFORM CONDITIONS OF SALE

1. All Furniture sold under this agreement will be subject to warranties made by the manufacturer.
2. All merchandise specifically manufactured that conforms to the specifications outlined is non-refundable. No merchandise may be returned for refund of purchase price, credit, or replacement except on approval of Seller.
3. If a contract for specifically manufactured merchandise is canceled after work is started, Buyer will pay for work done to date Seller receives cancellation. If a percentage cancellation charge is made by the manufacturer, the percentage will be applied to the contract price of the items canceled and will be invoiced to the Buyer. If the manufacturer is unable to accommodate the request for cancellation the sale will be final.
4. The merchandise shall be subject to reasonable variation from standard in color, quality, finish and variations allowed by the trade customs of the industry.
5. Seller shall not be liable for any failure, delay or interruption in the performance of this contract which is occasioned by causes beyond its control, including, but not restricted to, fires, floods, strikes, lock-outs, labor disputes, accidents, interruptions in transportation services, shortage of raw materials, failure to obtain delivery from manufacturers, any ruling, regulation or law of any governmental bureau or agency, or any other cause giving rise to total or partial stoppage to Seller's supplies. Delays so caused shall not release Buyer from its obligations to accept and pay for the merchandise.
6. After delivery of merchandise by Seller to Buyer, pursuant to the provisions of the Texas Uniform Commercial Code, all risk of loss or damage shall pass to Buyer, including, but not limited to, any loss or damage by weather, other trades such as painting or plastering, telephone installation, fire or other elements and Buyer agrees to hold Seller harmless from loss for such reasons.
7. The purchase price is based on the installation being made during the normal eight-hour, five-day workweek, Monday through Friday. If installation is required at times other than these, it will be done at overtime rate, and Buyer shall reimburse Seller the amount by which such overtime rates exceed normal rates.
8. Buyer agrees to pay Seller in full for any portion of the merchandise buyer has received. Payment cannot be withheld until an order is complete. Upon delivery of any portion of the merchandise, Seller will invoice Buyer for that amount of the Purchase Price relating to the delivered portion of the merchandise. Buyer agrees to pay each invoice consistent with the terms indicated on the reverse side. Interest on the unpaid portion of the invoice shall accrue at the highest rate permitted by applicable law. In the event that Seller retains an attorney to collect any past-due payments, Buyer agrees to pay reasonable attorney's fees, plus court costs and disbursements, to the extent permitted by law.
9. If Buyer is not ready to receive the merchandise upon its arrival from Manufacturer, Seller will store it for a fee to be negotiated or at a rate of 25 cents per square foot per month, at Seller's option. Upon notification to Buyer that the merchandise has been received in Amarillo, Seller will invoice Buyer, and Buyer hereby agrees to pay 90 percent of the invoice price for the merchandise within ten (10) days of the invoice date, and pay the remaining 10 percent upon installation.
10. Title to and ownership of all merchandise remains in Seller's name until fully paid. Buyer shall be in default under this contract if there is default in payment or performance of any obligation contained or referred to herein. In the event of such default on the part of Buyer, or if Seller deems payment of Buyer's indebtedness to Seller to be insecure, at any time thereafter, Seller may declare all indebtedness secured hereby immediately due and payable and shall have all the rights and remedies of a Secured Party under the Uniform Commercial Code of Texas, including but in no way limited to the right to enter without legal process any premises where said merchandise is located and take possession thereof and remove same there from. Seller may require Buyer to make the merchandise available to Seller at a place to be designated by Seller, which is reasonably convenient to both parties. Seller may thereafter sell, lease or otherwise dispose of any or all of the merchandise. Seller may remedy any default without waiving the default remedied or without waiving any prior or subsequent default.
11. Seller continually expedites orders and has influence with Manufacturers delivery schedules but can be held in no way responsible for delayed deliveries. Orders once entered cannot be canceled due to delayed delivery unless Manufacturers will accept cancellation from Seller. If a percentage cancellation charge is made by the manufacturer, the percentage will be applied to the contract price of the item canceled and will be invoiced to the Buyer. If the Manufacturer is unable to accommodate the request for cancellation the sale will be final.
12. This contract shall be governed by and construed in accordance with the laws of the State of Texas.
13. This contract contains all of the terms, provisions, conditions and warranties of the purchase contract, and no extension, modification or amendment hereof shall be valid unless it is in writing signed by an officer of Seller.

ORDER APPROVAL

Quotation Date: 6/11/15 Total of Project: \$ 104,250.28

Option/Version Selected: 6/11/15 File Number: (HOW)

Officewise Furniture & Supply (Seller)

Company (Buyer): _____

Salesperson: Cheryl Stephens
Design

Company Representative (Buyer): _____

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. 22300052 for the US Communities Contract AG0607, for office furniture and supplies, by and between the City of Lubbock and Officewise Furniture and Supply, of Lubbock, Texas, and related documents. Said Purchase Order is attached hereto and incorporated into this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:



Laura Pratt, Assistant City Attorney

Resolution - Officewise Furniture and Supply PO 6.23.15
6.23.15



PURCHASE ORDER

Page - 1
Date - 06/18/2015
Order Number 22300052 000 OP
Branch/Plant 92355

TO: OFFICE WISE FURNITURE AND SUPPLY
1212 AVENUE J
LUBBOCK Texas 79401

SHIP TO: Water Conservation
402 Municipal Drive
Lubbock Texas 79403

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457
BY: [Signature]
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 06/18/2015 Freight
Requested 08/31/2015 Taken By S SUMMERS
Delivery PER M MECALCO REQ #45695 US COMMUNITIES CONTRACT AG0607

Table with 6 columns: Description/Supplier Item, Ordered, Unit Cost, UM, Extension, Request Date. Rows include Streets Dept. - Herman Miller and Water Dept. - Herman Miller.

Terms NET DUE ON RECEIPT Total Order 113,763.42

INSURANCE INFORMATION REQUIRED PRIOR TO INSTALLATION:

Table with 2 columns: 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 \$113,763.42 awarded OfficeWise Furniture and Supply of Lubbock, TX on July 23, 2015. The following is incorporated into and made part of this purchase order by reference US Communities Contract AG0607 dated June 11, 2015 OfficeWise Furniture and Supply of Lubbock, TX and US Communities Contract AG0607. Resolution #

CITY OF LUBBOCK

ATTEST:

Glen C. Robertson, Mayor

Rebecca Garza, City Secretary

TERMS AND CONDITIONS
IMPORTANT: READ CAREFULLY
STANDARD TERMS AND CONDITIONS
CITY OF LUBBOCK, TX

Seller and Buyer agree as follows:

1. **SELLER TO PACKAGE GOODS** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED.** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. **NO REPLACEMENT OF DEFECTIVE TENDER.** Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
5. **INVOICES & PAYMENTS** a Seller shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P O Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.
6. **GRATUITIES** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
7. **SPECIAL TOOLS & TEST EQUIPMENT** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
8. **WARRANTY-PRICE** a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
9. **WARRANTY-PRODUCT** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub- Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.
10. **SAFETY WARRANTY** Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.
11. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS** As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement of the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.
12. **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 nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
13. **RIGHT OF INSPECTION** Buyer shall have the right to inspect the goods at delivery before accepting them.
14. **CANCELLATION** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.
15. **TERMINATION** The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 13, herein.
16. **FORCE MAJEURE** Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.
17. **ASSIGNMENT-DELEGATION** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.
18. **WAIVER** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
19. **INTERPRETATION-PAROLE EVIDENCE** This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
20. **APPLICABLE LAW** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
21. **RIGHT TO ASSURANCE** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
22. **INDEMNIFICATION** Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may in anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same. Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.
23. **TIME** It is hereby expressly agreed and understood that time is of the essence for the performance of this contract and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.
24. **MBE** The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.
25. **NON-ARBITRATION** The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
26. **RIGHT TO AUDIT** At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
27. **HOUSE BILL 2015** House Bill 2015, signed by the Governor on June 14, 2013 and effective on January 1, 2014, authorizes a penalty to be imposed on a person who contracts for certain services with a governmental entity and who fails to properly classify their workers. This applies to subcontractors as well. Contractors and subcontractors who fail to properly classify individuals performing work under a governmental contract will be penalized \$200 for each individual that has been misclassified (Texas Government Code Section 2155 001).
28. **ASSIGNING OR SUBLETTING THE CONTRACT** The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof of insurance from the Subcontractor that complies with all contract Insurance requirements.

Officewise

FURNITURE & SUPPLY

Quotation
 No...
 Order

Cheryl Stephens
 1212 Ave J., Lubbock, TX 79401
 P. 806.766.8888 F. 806.766.8854
 e-mail: cstephens@officewiseco.com

Customer Name:	City of Lubbock	Date:	June 11, 2015
Bill To Address:	1625 13th Street	P.O. #	
	Lubbock, Texas 79414	Account #:	
Ship To Address:	Municipal Drive	Dept:	
	Lubbock, Texas 79414	Sales:	Andrea Wade / Cheryl Stephens
Contact Name:	Wesley Everett	Phone:	775-2275
		E-Mail:	weverett@mylubbock.us

QTY	MODEL	Product Description	LIST	SELL	EXT
		Summary of Furniture Pricing			
		Streets Department			
1		Herman Miller & Misc. Product (Herman Miller U.S. Communities contract AG0607)		62349.12	62349.12
		Water Department			
1		Herman Miller & Misc. Product (Herman Miller U.S. Communities contract AG0607)		51414.30	51414.30
		The above pricing includes delivery and installation.			
		Estimated lead time is approxiamtely 4 weeks from the date the order is placed with manufacturer. A purchase order from the City is required to be able to place an order with the manufacturers.			

All special order merchandise is non-refundable. Terms of Payment: Deposit Required:	SUB-TOTAL	113,763.42
	SALES TAX	EXEMPT
	TOTAL	113,763.42

Please read, sign and return the "Uniform Conditions" page of this proposal with P.O.

UNIFORM CONDITIONS OF SALE

1. All Furniture sold under this agreement will be subject to warranties made by the manufacturer.
2. All merchandise specifically manufactured that conforms to the specifications outlined is non-refundable. No merchandise may be returned for refund of purchase price, credit, or replacement except on approval of Seller.
3. If a contract for specifically manufactured merchandise is canceled after work is started, Buyer will pay for work done to date Seller receives cancellation. If a percentage cancellation charge is made by the manufacturer, the percentage will be applied to the contract price of the items canceled and will be invoiced to the Buyer. If the manufacturer is unable to accommodate the request for cancellation the sale will be final.
4. The merchandise shall be subject to reasonable variation from standard in color, quality, finish and variations allowed by the trade customs of the industry.
5. Seller shall not be liable for any failure, delay or interruption in the performance of this contract which is occasioned by causes beyond its control, including, but not restricted to, fires, floods, strikes, lock-outs, labor disputes, accidents, interruptions in transportation services, shortage of raw materials, failure to obtain delivery from manufacturers, any ruling, regulation or law of any governmental bureau or agency, or any other cause giving rise to total or partial stoppage to Seller's supplies. Delays so caused shall not release Buyer from its obligations to accept and pay for the merchandise.
6. After delivery of merchandise by Seller to Buyer, pursuant to the provisions of the Texas Uniform Commercial Code, all risk of loss or damage shall pass to Buyer, including, but not limited to, any loss or damage by weather, other trades such as painting or plastering, telephone installation, fire or other elements and Buyer agrees to hold Seller harmless from loss for such reasons.
7. The purchase price is based on the installation being made during the normal eight-hour, five-day workweek, Monday through Friday. If installation is required at times other than these, it will be done at overtime rate, and Buyer shall reimburse Seller the amount by which such overtime rates exceed normal rates.
8. Buyer agrees to pay Seller in full for any portion of the merchandise buyer has received. Payment cannot be withheld until an order is complete. Upon delivery of any portion of the merchandise, Seller will invoice Buyer for that amount of the Purchase Price relating to the delivered portion of the merchandise. Buyer agrees to pay each invoice consistent with the terms indicated on the reverse side. Interest on the unpaid portion of the invoice shall accrue at the highest rate permitted by applicable law. In the event that Seller retains an attorney to collect any past-due payments, Buyer agrees to pay reasonable attorney's fees, plus court costs and disbursements, to the extent permitted by law.
9. If Buyer is not ready to receive the merchandise upon its arrival from Manufacturer, Seller will store it for a fee to be negotiated or at a rate of 25 cents per square foot per month, at Seller's option. Upon notification to Buyer that the merchandise has been received in Amarillo, Seller will invoice Buyer, and Buyer hereby agrees to pay 90 percent of the invoice price for the merchandise within ten (10) days of the invoice date, and pay the remaining 10 percent upon installation.
10. Title to and ownership of all merchandise remains in Seller's name until fully paid. Buyer shall be in default under this contract if there is default in payment or performance of any obligation contained or referred to herein. In the event of such default on the part of Buyer, or if Seller deems payment of Buyer's indebtedness to Seller to be insecure, at any time thereafter, Seller may declare all indebtedness secured hereby immediately due and payable and shall have all the rights and remedies of a Secured Party under the Uniform Commercial Code of Texas, including but in no way limited to the right to enter without legal process any premises where said merchandise is located and take possession thereof and remove same there from. Seller may require Buyer to make the merchandise available to Seller at a place to be designated by Seller, which is reasonably convenient to both parties. Seller may thereafter sell, lease or otherwise dispose of any or all of the merchandise. Seller may remedy any default without waiving the default remedied or without waiving any prior or subsequent default.
11. Seller continually expedites orders and has influence with Manufacturers delivery schedules but can be held in no way responsible for delayed deliveries. Orders once entered cannot be canceled due to delayed delivery unless Manufacturers will accept cancellation from Seller. If a percentage cancellation charge is made by the manufacturer, the percentage will be applied to the contract price of the item canceled and will be invoiced to the Buyer. If the Manufacturer is unable to accommodate the request for cancellation the sale will be final.
12. This contract shall be governed by and construed in accordance with the laws of the State of Texas.
13. This contract contains all of the terms, provisions, conditions and warranties of the purchase contract, and no extension, modification or amendment hereof shall be valid unless it is in writing signed by an officer of Seller.

ORDER APPROVAL

Quotation Date: 6/11/15 Total of Project: \$ 113,763.42

Option/Version Selected: 6/11/15 File Number: (Herman Miller)

Officewise Furniture & Supply (Seller)

Company (Buyer): _____

Salesperson/ Cheeryl Stephens
Design

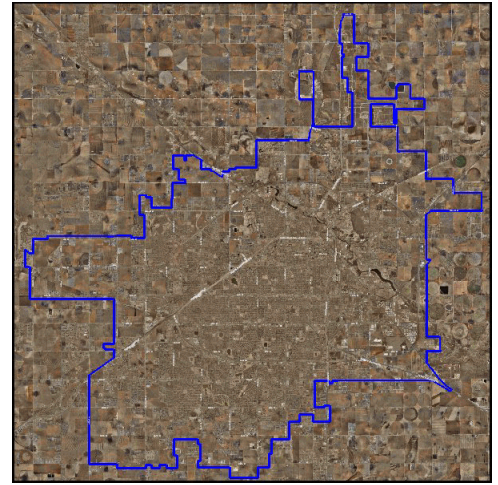
Company Representative (Buyer): _____

Managing Department **Water Utility Admin**

Project Manager **Wesley Everett**

Project Classification **New Facility**

Project Status **Approved**



Project Scope

Renovation of the Water/Wastewater facility on Municipal Hill that was damaged in the weather event of June 6, 2013.

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.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	
Construction	1,062,500	0	0	0	0	0	0	1,062,500
Design and Engineering	187,500	0	0	0	0	0	0	187,500
Total Project Appropriation	1,250,000	0	0	0	0	0	0	1,250,000

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	
FY 2014 Water Revenue CO's	1,250,000	0	0	0	0	0	0	1,250,000
Total Funding Sources	1,250,000	0	0	0	0	0	0	1,250,000

**City of Lubbock, TX
Capital Project
Project Cost Detail
July 23, 2015**

Capital Project Number: 92355
 Capital Project Name: Office/Warehouse Facility Replacement

	92355
<i>Encumbered/Expended</i>	
Parkhill, Smith and Cooper - Contract 11835	\$ 58,500
CS Advantage USAA, Inc.	185,500
CS Advantage USAA, Inc. Change Order 1	12,420
CS Advantage USAA, Inc. Change Order 2	11,615
Armko Industries	12,300
Bid/Other Cost	2,878
Tommy Klein Construction	346,231
Tommy Klein Construction Change Order 1	11,875
Tommy Klein Construction Change Order 2	11,055
Demolition	6,324
 <i>Agenda Item July 23, 2015</i>	
Officewise Furniture and Supply	218,013
<i>Encumbered/Expended To Date</i>	876,711
 <i>Estimated Costs for Remaining Appropriation</i>	
Construction	373,289
<i>Remaining Appropriation</i>	373,289
Total Appropriation	\$ 1,250,000



Regular City Council Meeting

6. 10.

Meeting Date: 07/23/2015

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute and approve contract 12434 and all related documents between the City of Lubbock and Lutheran Social Services of the South for the Comprehensive Energy Assistance Program to provide assistance to reduce poverty, revitalize low-income communities, and empower low-income families and individuals to become self-sufficient.

Item Summary

The source for this contract is a pass through grant from TDHCA. The total amount of this contract to be allocated to Lutheran Social Services of the South for FY2015 is \$220,808.

The period for performance of this contract is May 1, 2015 through September 30, 2015.

Fiscal Impact

The total amount to be released from the Comprehensive Energy Assistance Program through the City of Lubbock to the Lutheran Social Services is \$220,808.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

[LSSS UB resolution](#)

[LSSS contract](#)

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 58140002219 and related documents by and between the City of Lubbock and the Lutheran Social Services of the South, for the Community Services Block Grant to provide assistance to reduce poverty, revitalize low-income communities, and empower low-income families. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.


Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:



Justin D. Pruitt, Assistant City Attorney

ccdcs/RES. Contract – Lutheran Social Services - CSBG
July 8, 2015

**COMPREHENSIVE ENERGY ASSISTANCE PROGRAM
AND COMMUNITY DEVELOPMENT BLOCK GRANT
AGREEMENT BETWEEN THE CITY OF LUBBOCK
AND LUTHERAN SOCIAL SERVICES OF THE SOUTH**

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Contract entered into this ____ day of July 2015, by and between the CITY OF LUBBOCK (herein called "City") and LUTHERAN SOCIAL SERVICES OF THE SOUTH non-profit enter (herein called "Contractor").

I. WHEREAS, the City is obligated to do and perform certain services in its administration of the Comprehensive Energy Assistance Program (CEAP) and Community Services Block Grant (CSBG); and

 WHEREAS, the Contractor operates a non-profit center offering services to low-income individuals in the County of Lubbock; and

 WHEREAS, the services provided by the Contractor benefit citizens of the County of Lubbock and constitute a valuable public service; and

 WHEREAS, the City Council of the City of Lubbock has declared programs of the Lutheran Social Services to be a public purpose and the provision of these services to be a predominate purpose of this transaction; and

 WHEREAS, the Contractor and the services it provides have been found to meet the criteria for funding under the RFP; and

 WHEREAS, the accomplishment of the above public purpose is the predominant purpose of this transaction, continuing supervision by the City and State together with statutory and contractual requirements provide sufficient assurance that this public purpose will be accomplished and an audit provides sufficient protection of the handling of public money; and

 WHEREAS, the City Council had found that the Contractor has the special expertise, knowledge and experience necessary for the performance of the contract and that the City will receive adequate consideration in the form of substantial public benefit; and

 WHEREAS, the City desires to contract with the Contractor to make available operating assistance for the Utility Assistance and Household Crisis Program.

NOW, THEREFORE, it is agreed between the parties hereto that:

II. SCOPE OF SERVICE

A. General Overview of Program:

Contractor will use the Comprehensive Energy Assistance Program (CEAP) and Community Services Block Grant (CSBG) funds awarded to administer the Utility Assistance Component in the following manner:

CEAP Utility Assistance	\$203,143
CEAP Program Services Cost	<u>17,665</u>
	\$220,808

B. City Responsibilities:

1. City agrees to provide Contractor assistance from the CEAP and CSBG in an amount not to exceed \$220,808 in return for Contractor performing the activities set forth in this Contract as consideration for said funds.
2. It is expressly understood and agreed by the parties hereto that City's responsibilities are contingent upon the actual receipt of adequate funds to meet City's liabilities under this contract. If adequate funds are not available to make payment under this contract, City shall notify Contractor in writing within a reasonable time after such fact is determined. City shall terminate this Contract and will not be liable for failure to make payments to Contractor under this Contract.

The funds shall be disbursed in the amounts and at the time the funds are disbursed to the City by the State of Texas. The City is not responsible for any amounts not distributed by the State of Texas. CSBG funds shall be disbursed in the amount and at the time funds are disbursed to the City by the State of Texas.

3. City shall not be liable to Contractor for any costs incurred by Contractor, or any portions thereof, which have been paid to Contractor or which are subject to payment to Contractor, or which have been reimbursed to Contractor or which are subject to reimbursement to Contractor by any source other than City or Contractor.
4. City shall not be liable for any costs incurred by Contractor which are not allowable costs as set forth in the contract.
5. City shall not be liable to Contractor for any costs incurred by Contractor or for any performances rendered by Contractor which are not strictly in accordance with the terms of this Contract.
6. City shall not be liable to Contractor for any costs incurred by Contractor in the performance of this Contract which have not been billed to City by Contractor within sixty (60) days following termination of this Contract.

7. City shall not be liable for costs incurred or performances rendered by Contractor before commencement of this Contract or after termination of this Contract.
8. City's financial assistance will be limited to the following:
 - a. The assistance made available through this Contract shall be used by the Contractor solely for the purpose of the Utility Assistance Program and
 - b. The assistance shall provide funding for expenses incurred within the operation and scope of the programs.
 - c. The services provided by the Contractor shall benefit lower-income families that reside in the County of Lubbock and whose gross household income does not exceed 125% of the most recent Poverty Income Guidelines issued by the U.S. Department of Health and Human Services.

C. Contractor's Responsibilities

1. Contractor agrees to use funds made available through this Contract solely for the purpose of the Utility Assistance Program at Neighborhood House, 1212 13th Street.
2. Contractor agrees to comply with applicable uniform administrative requirements, as described in the Lutheran Social Services Policy Manual and generally accepted administrative requirements for the Texas State Government located at 1TAC5.141 et seq. And the federal administrative requirements located at 45CFR Part 96.
3. Contractor agrees to carry out the activities under this Contract in compliance with all State and Local laws and regulations.
4. Contractor agrees NOT to include documentation from a medical professional such as a doctor's letter, but only include other forms of documentation of disability such as Social Security or a Supplemental Security Income statement, and will keep in client's file to validate eligibility.

III. TIME OF PERFORMANCE

This Contract shall commence May 1, 2015 and shall terminate September 30, 2015. The term of this Contract and the provisions herein may be extended on a year to year basis during the five year roll-over cycle ending December 2018, provided funds are received from TDHCA and providing the Contractor meets its contractual obligations during the current funding year, subject to board approval and Mayor's signature.

IV. **BUDGET**

	CEAP/CSBG Funds	Matching Funds	Total Project Funds
Program:			
Utility Assistance	203,143		
Program Services Cost	17,665		
TOTAL	\$ 220,808		

V. **PAYMENT**

City will pay up to \$220,808 to Contractor based upon the receipt of request for funds and project expense summary for the above-described project. Contractor shall submit to City invoices for items purchased. City shall determine the reasonableness of each purchase and shall not make disbursement of any such payment until City has reviewed and approved each purchase. If need is shown to exist, City staff can release up to 10% of the funds to be used as start-up funding. Contractor will then bill City monthly for expenses occurred during the month. By September 30, 2015, Contractor will have provided City with proper documentation to show how all funds were expended, including the start-up costs.

VI. **NOTICES**

Communication and details concerning this Contract shall be directed to the following Contract representatives:

Karen Murfee
City of Lubbock
P. O. Box 2000
Lubbock, TX 79457

Joy Loper
Lutheran Social Services
1212 13th Street
Lubbock, TX 79401

VII. **SPECIAL CONDITIONS**

- A. Contractor will maintain adequate case management files on each client assisted; whether the case management is funded through this grant or not, and whether the case management is provided by the Contractor or not.
- B. Contractor will keep adequate documentation of the design of the program, the implementation of the program, and evaluation of program design.
- C. Contractor will keep documentation of their efforts to leverage CEAP funds with other programs to enhance the services provided to clients.

D. Contractor will keep documentation of their efforts to cooperate and collaborate with other service providers.

VIII. GENERAL CONDITIONS

A. General Compliance

Contractor agrees to comply with all applicable federal, state and local laws and regulations governing the funds provided under this Contract which were made available under City's Comprehensive Energy Assistance Program and Community Services Block Grant.

Contractor shall administer the Comprehensive Energy Assistance Program (the "CEAP Program") to eligible clients in accordance with Texas Department of Housing and Community Affairs ("TDHCA") CEAP regulations and as out lined in Texas Administrative Code (TAC 10) regulations and the Low-Income Home Energy Assistance Act of 1981, as amended, 42 U.S.C. Sec. 8621 et seq. (the "LIHEAP Act" Public Law 97-35), and the LIHEAP State Plan; and sections 103 & 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Agency of labor regulations (29 CFR, Part 5).

B. Labor Standards

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Copeland "Anti-Kickback" Act (40 U.S.C 276a-276a-5; 40 USC 327 and 40 USC 26c) and all other applicable Federal, state and local laws and regulations pertaining to the labor standards insofar as those acts apply to the performance of this contract.

C. Right to Exercise

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

D. Independent Contractor

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Contractor shall at all times remain an independent contractor with respect to the services to be performed under this Contract. City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation insurance as the Contractor is an independent Contractor.

E. Indemnity and Release

Grantee shall indemnify and hold harmless, to the fullest extent permitted by law, the City, and City's respective officers, employees, elected officials and agents, from and against any and all losses, damages, claims or liabilities, of any kind or nature, which arise directly or indirectly, or are related to, in any way, manner or form, the activities contemplated hereunder, including, but not limited to, losses, damages, claims or liabilities arising from or related to, in any way, manner or form, the act or omission of third parties and/or the negligence or fault of City, its respective officers, employees, elected officials and /or agents. Grantee further covenants and agrees to defend any suits or administrative proceedings brought against the City and/or the City's respective officers, employees, elected officials and/or agents on account of any such claim, and to pay or discharge the full amount or obligation of any such claim incurred by, accruing to, or imposed on the City, or the City's respective officers, employees, elected officials and/or agents, as applicable, resulting from such suits, claims and/or administrative proceedings or any matter resulting from the settlement or resolution of said suits, claims and/or administrative proceedings, in addition, Grantee shall pay to the City, applicable, all attorney's fees incurred by such parties in enforcing Grantee's indemnity in this section.

The City, and its respective officers, employees, elected officials and agents shall not be liable and Grantee hereby releases the City, and its respective officers, employees, elected officials and agents, for, from and/or against any losses, damages, claims or liabilities to Grantee, on any theory of legal liability, including, but not limited to the negligence, of any type of degree or fault, of the City, arising from or related to, in any way, manner of form, the unenforceability or avoidance, for any reason, of all or part of this agreement.

The indemnity and release provided herein shall survive the termination or avoidance of this agreement.

F. Worker's Compensation

Contractor shall provide Worker's Compensation insurance coverage or other approved coverage for all employees involved in the performance of this Contract.

G. Insurance and Bonding

Throughout the term of this Contract, the Contractor will maintain liability insurance in the following minimum amounts:

Type of Insurance	Minimum Liability
Commercial General Liability	\$1,000,000 Limit
Property Damage Liability	\$100,000 Each Occurrence

H. City Recognition

Contractor shall insure recognition of the role of City’s COMPREHENSIVE ENERGY ASSISTANCE PROGRAM in providing funding through this Contract. All activities, facilities and items utilized pursuant to this Contract shall be prominently labeled as to funding source. In addition, Contractor will include a reference to the support provided herein in all publications made possible with funds made available under this Contract.

I. Amendments

City or Contractor may amend this Contract at any time, provided that such amendments make specific reference to this Contract, and are executed in writing, signed by a duly-authorized representative of both organizations and approved by City Council if required by law. Such amendments shall not invalidate this Contract, nor relieve nor release City or Contractor from its obligations under this Contract.

City may, in its discretion, amend this Contract to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or the activities to be undertaken as part of this Contract, such modifications will be incorporated only by written amendment signed by both City and Contractor.

J. Suspension or Termination

Either party may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial termination of the Scope of Service in Paragraph “II.B” above may only be undertaken with the prior approval of City. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by Contractor under this Contract shall at the option of City, become the property of City, and Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

City may also suspend or terminate this Contract, in whole or in part, if Contractor materially fails to comply with any term of this Contract, or with any of the rules, regulations, or provisions referred to herein; and the City may declare the Contractor

ineligible for any further participation in City contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe Contractor is in noncompliance with any applicable rules or regulations, City may withhold up to fifteen percent (15%) of said contract funds until such time as Contractor is found to be in compliance by City or is otherwise adjudicated to be in compliance.

The City may also terminate this agreement in the event of an emergency or disaster, whether an act of God, natural or manmade, by giving twenty-four (24) hour notice. The City may give said notice verbally to Grantee. Any expenditure incurred prior to receiving notice will be reimbursed; however, in no event shall the City pay any expenses incurred after notice of termination is received by Grantee.

K. Prevention of Waste, Fraud, and Abuse

Contractor shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this contract. The systems and procedures shall address possible waste, fraud, and abuse by Contractor, its employees, recipients, vendors, and administrating agencies. Contractor's internal control systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by City.

Contractor shall give Department complete access to all of its records, employees, and agents for the purposes of any investigation of the funded programs. Contractor shall immediately notify City of any discovery of waste, fraud or abuse. Contractor shall fully cooperate with City's efforts to detect, investigate, and prevent waste, fraud and abuse in the funded program.

Contractor may not discriminate against any employee or other person who reports a violation of the terms of this contract or of any law or regulation to the City or to any appropriate law enforcement authority, if the report is made in good faith.

L. Legal Remedies

In instances where the Contractors violate or breach this Contract, the City may apply administrative, contractual, or legal remedies. The City may suspend all activities temporarily pending either corrective action by the Contractor or a decision by the City to terminate this contract.

M. Legal Authority

Contractor represents that it possesses the practical ability and legal authority to enter in to this contract, receive and manage funds authorized by this contract, and to perform the services Contractor has obligated itself to perform under this contract.

The person signing this contract on behalf of Contractor hereby warrants that he/she has been authorized by Contractor to execute this contract on behalf of Contractor and to bind Contractor to all terms herein set forth.

IX. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

Contractor agrees to comply with Attachment F of OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

Contractor shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations", or A-21, "Cost Principles for Educational Institutions", as applicable, for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Record Keeping Requirements

Contractor shall maintain fiscal and programmatic records and supporting documentation for all expenditures made under this Contract in accordance with the UGMS and Section III, Common rule: State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C – Post Award Requirements, .42. For purposes of compliance, all associated documentation must be readily available, whether stored electronically or hard copy to justify compliance with program rules and regulations.

Open Records: Contractor acknowledges that all information collected, assembled, or maintained by Contractor pertaining to this Contract is subject to the Texas Public Information Act, Chapter 552 of Texas Government Code and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to the Contract subject to and in accordance with the Texas Public Information Act.

Contractor shall give the HHS, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Contractor, all records pertaining to this Contract. Such right to access shall continue as long as the records are retained by Contractor. Contractor agrees to maintain such records in an accessible location for the greater of: (1) four (4) years; (2) if notified by the City in writing, the date that the final audit is accepted with all audit issues resolved to the City's satisfaction, (3) if any litigation claim, negotiation, inspection, or other action has started before the expiration of

the required retention period records must be retained until completion of the action and resolution of all issues which arise under it; (4) a date consistent with any other period required by federal or state law or regulation. Contractor agrees to cooperate with any examination conducted pursuant to this Subsection. Upon termination of this Contract, all records are property of the City.

2. Retention

Contractor shall retain all record pertinent to expenditures incurred under this Contractor for a period of five (5) years after the termination of all activities funded under this Contract, or after the resolution of all State audit findings, whichever occurs later.

3. Client Data

Contractor shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: total number of information and referral calls received and broken down into subject categories for every call; specific information obtained through random screening of calls such as income level, gender, race, age, education-level, and household size. Such information shall be made available to City monitors or their designees for review by the 10th day of every month.

4. Audits and Inspections

All Contractor records with respect to any matters covered by this Contract shall be made available to City, their designees or the State Government, at any time during normal business hours, as often as City or State deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data, both financial and programmatic. Any deficiencies noted in audit reports must be fully cleared by Contractor within thirty (30) days after receipt by the Contractor. Failure to comply with the above audit requirements will constitute a violation of this Contract and may result in the withholding of future payments.

C. Operation and Financial Reports

1. Financial Record Reports

Contractor agrees to submit to the City invoices for the services and approved costs of this program by the 10th day of each month; and

2. Operation Reports

Contractor agrees to submit to the City a monthly activity report in accordance with instructions provided by the State.

VIII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

Contractor agrees to comply and to require all subcontractors to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 and the regulations issued under the order at 41 CFR chapter 60.

No person shall on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this contract.

B. Conduct

1. Prohibit Political Activity and Lobbying

The Grantee hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly;
- d. None of the funds provided under this contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Contractor from furnishing to any member of its governing body upon request, or to any other local or official not considered

under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment;

e. No funds provided under this Contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Contractor, the State of Texas, or the government of the United States; and

f. None of the funds provided under this contract shall be paid to any official or employee who violates any of the provisions of this section.

2. Conflict of Interest and Nepotism

Contractor covenants that neither it nor any member of its governing body presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this contract. Contractor further covenants that in the performance of this contract no person having such interest shall be employed or appointed by contractor.

No person (1) Who is an employee, agent, consultant, officer, or official of the contractor and who exercises or has exercised any functions or responsibilities with respect to assisted contract activities; or (2) Who is in a position to participate in a decision making process or gains inside information with regard to such activities, may obtain a personal or financial interest or benefit, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have familiar or business ties, during their tenure.

Contractor's employees, officers, and/or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors, or potential subcontractors.

C. Air & Water

The Grantee agrees to comply with the following requirements insofar as they apply to the performance of this contract:

Clean Air Act, 42 U.S.C., 7401, et seq., Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

CITY OF LUBBOCK

LUTHERAN SOCIAL SERVICES
OF THE SOUTH, INC.

GLEN C. ROBERTSON
MAYOR


AUTHORIZED REPRESENTATIVE

ATTEST:

FED. I.D.# 74-1109745

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Karen Murfee, CD Director

APPROVED AS TO FORM:



Justin Pruitt, Assistant City Attorney



Regular City Council Meeting

7. 1.

Meeting Date: 07/23/2015

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3003-F, a request of Hugo Reed and Associates, Inc., for Bunt Holdings, LLC, for a zoning change from GO and A-1 to GO on 0.3 acres of unplatted land out of Block AK, Section 21, south of 98th Street and west of Justice Avenue, and consider an ordinance.

Item Summary

General comments:

This case is a clean up case from a series of previous cases. This portion of the land was unintentionally added to a previous rezoning case. The change requested is from A-1 to Garden Office.

Adjacent land uses:

The adjacent land is primarily vacant land with a variety of zoning districts. Immediately north, east, and west is zoned Garden Office, with A-1 Family Apartment District zoning to the south and R-1 Single Family zoning to the south east.

Comprehensive Land Use Plan:

The request is consistent with the CLUP.

Zoning Policy:

The request is consistent with current zoning policies.

Effect on the adjacent street and thoroughfare system:

There should be no effect on the thoroughfare system with the approval of this case.

Recommendations:

Staff recommends the case for approval.

On July 7, 2015 the P&Z Commission recommended the request with a unanimous vote, with no conditions.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
P&Z Commission

Attachments

Ordinance 3003-F

3003-F Backup

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. 3003-F**; A ZONING CHANGE FROM **GO AND A-1** TO **GO** ZONING DISTRICT ON **0.3 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 21**, 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. 3003-F

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 and A-1** to **GO** zoning district on **0.3 acres of unplatted land out of Block AK, Section 21**, City of Lubbock, Lubbock County, Texas, located **south of 98th Street and west of Justice Avenue**, and being further described as follows:

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

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars

(\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Andrew Paxton, Director of Planning

APPROVED AS TO FORM:



Justin D. Pruitt, Assistant City Attorney

vw/cityatt/Justin/ZoneCase/ZC3003-F
July 7, 2015

NORTHWEST CORNER OF SECTION 21, BLOCK AK

98th AVENUE

MIL WAUKEE AVENUE

STREET

GO ZONING 2012

GO ZONING 2009

THIS POINT BEARS S87°59'54"E AN APPROXIMATE DISTANCE OF 943.6' AND S01°48'39"W AN APPROXIMATE DISTANCE OF 265.0' FROM THE NORTHWEST CORNER OF SECTION 21, BLOCK AK.

N01°48'39"E 40.0'

S87°59'54"E 308.0'

PROPOSED GO

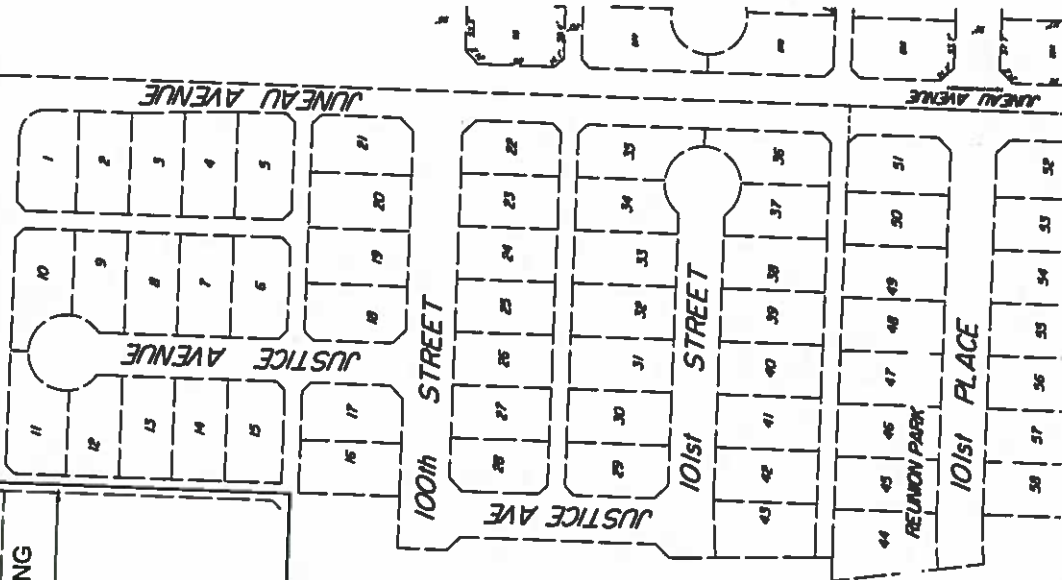
N87°59'54"W 308.0'

1.5 ACRES PROPOSED A-1 (Separate Request)

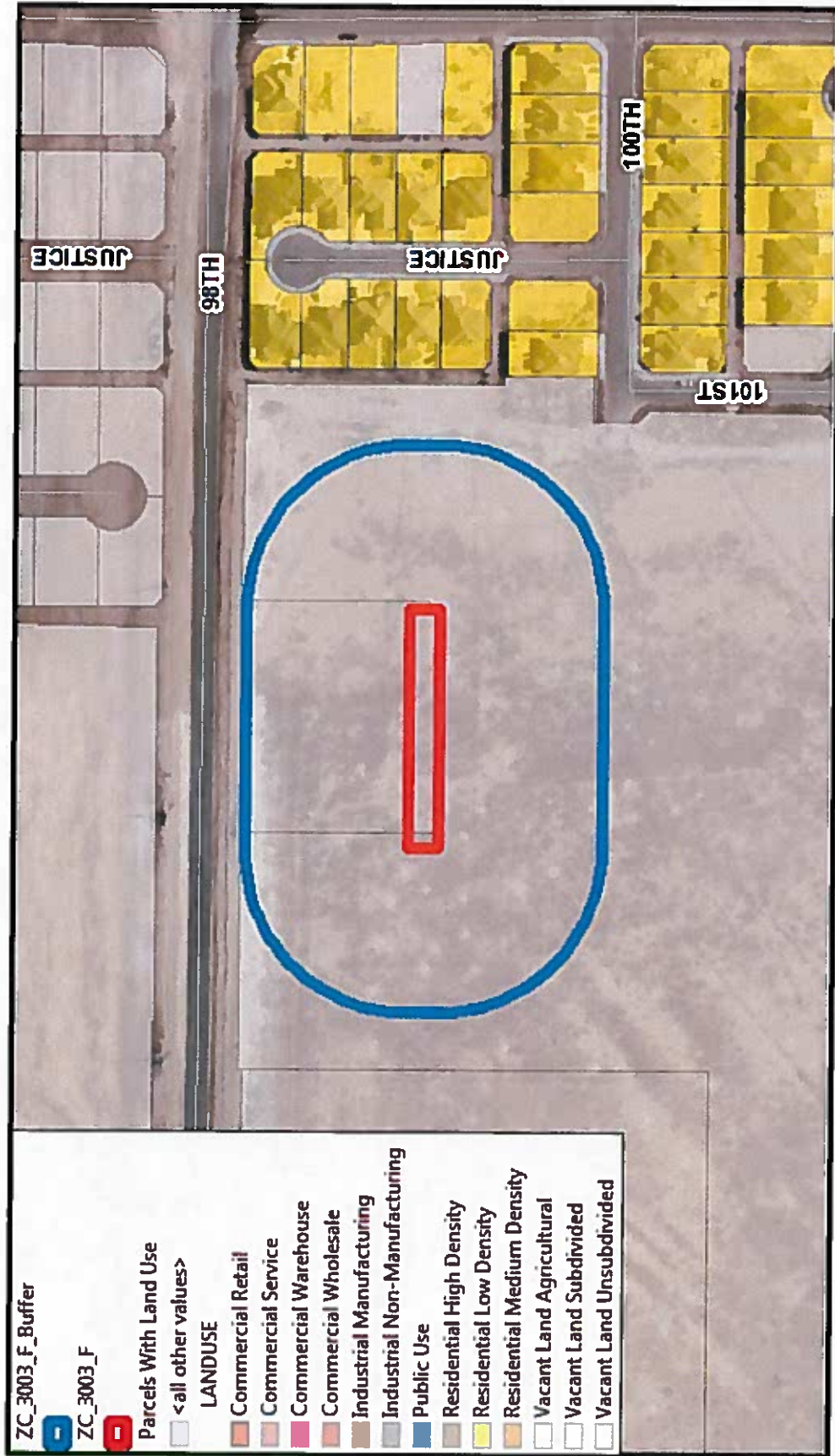
S01°48'39"W 40.0'

A-1 ZONING 2014

SOUTH LINE OF SECTION 28, BLOCK AK
NORTH LINE OF SECTION 21, BLOCK AK

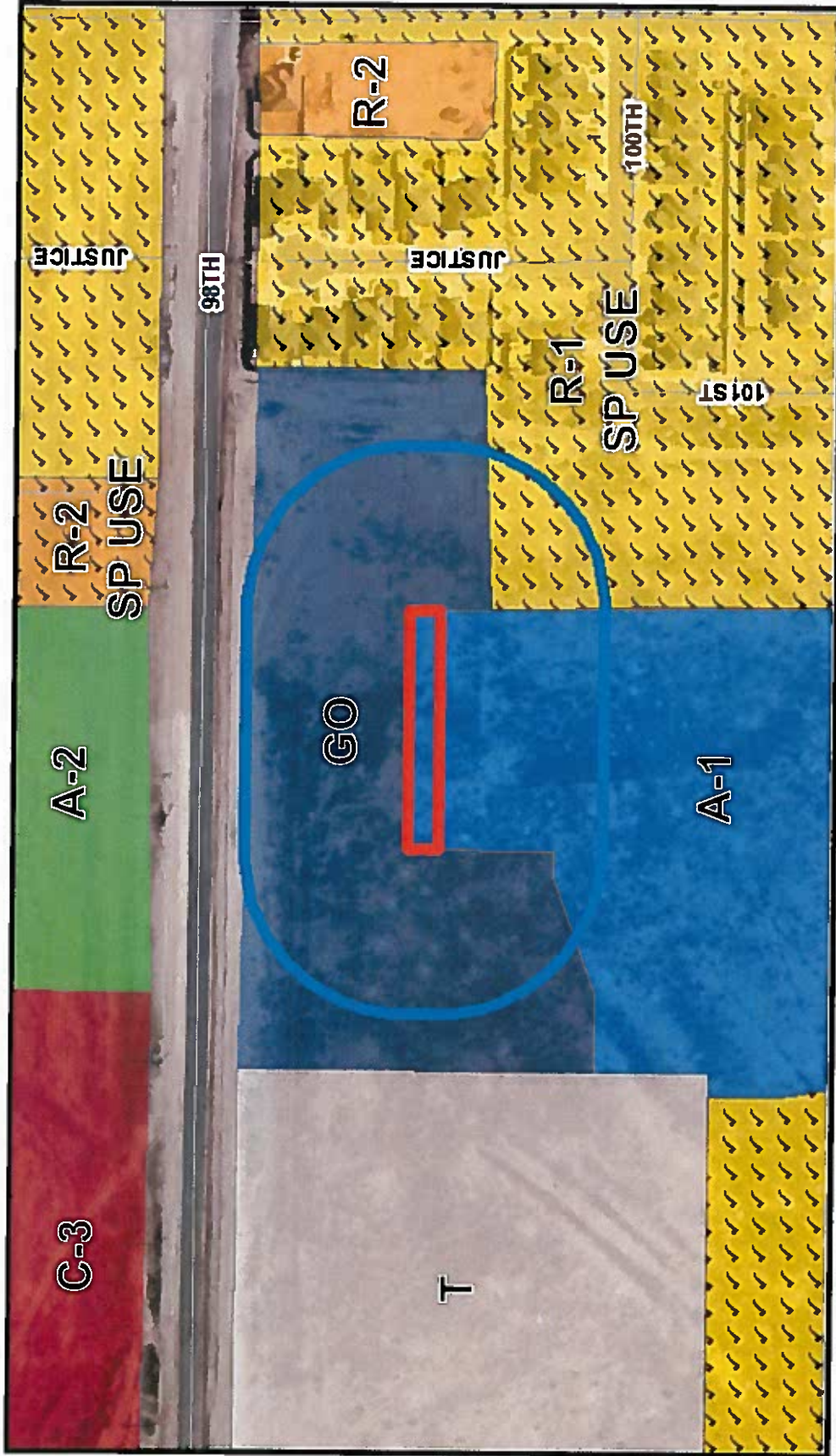


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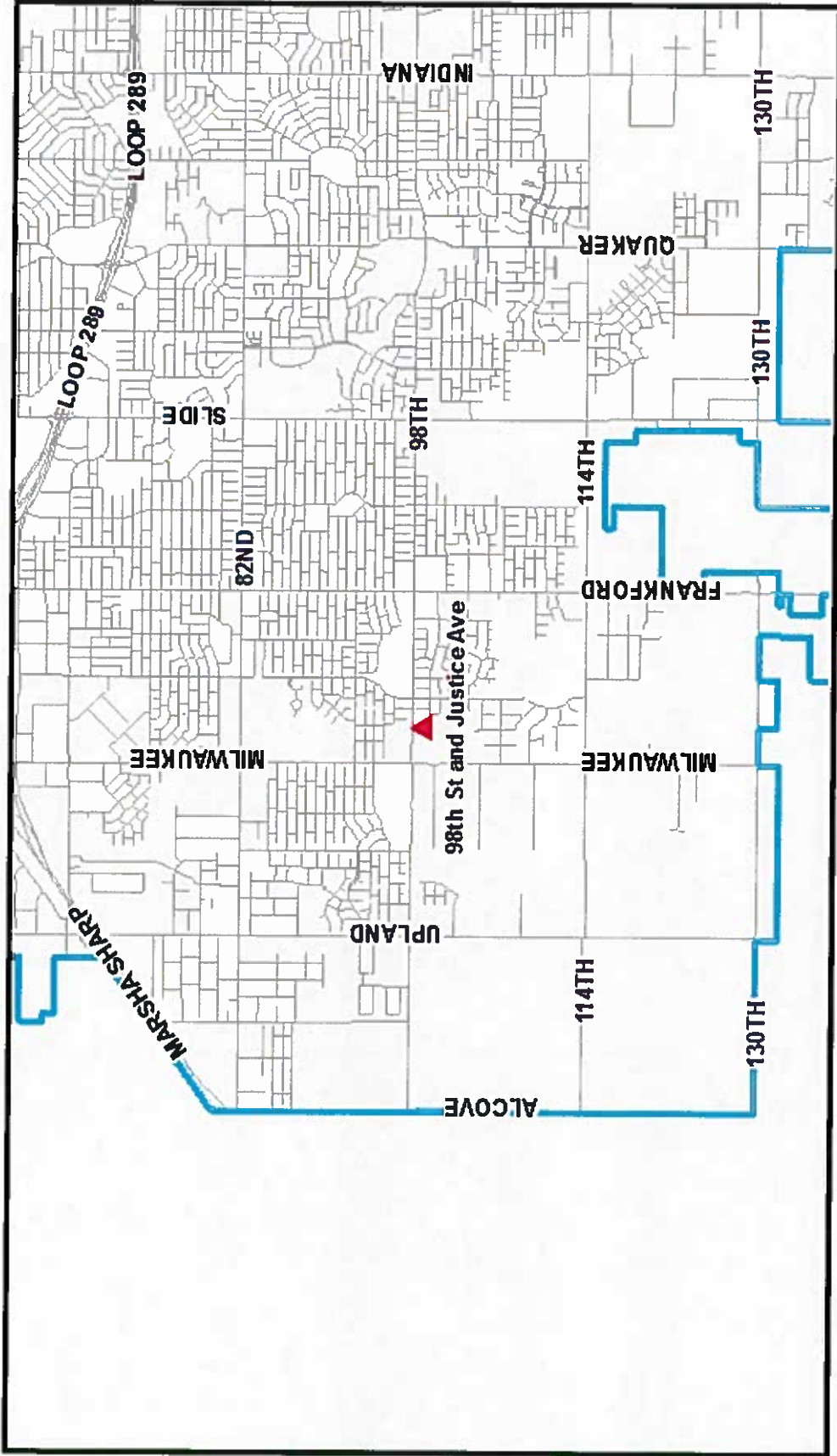


P.Z.C. Case 3003-F

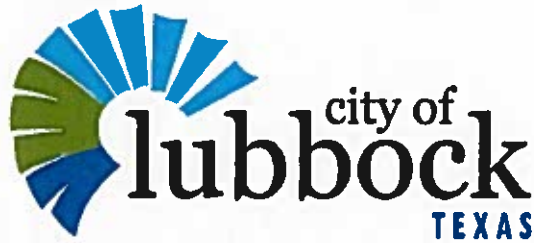
Request of Hugo Reed and Associates, Inc. (for Bunt Holdings, LLC) for a zoning change from GO and A-1 to GO, south of 98th Street and west of Justice Avenue



P.Z.C. Case 3003-F Zoning



P.Z.C. Case 3003-F



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 Bunt Holdings, LLC
5012 95th Street
Street/Post Office Box
Lubbock, Texas 79424
City State Zip
806-928-5409
Telephone

Location or Address: 98th Street West of Justice Avenue

Legal Description: See metes and bounds description attached

Existing Land Use: Vacant Existing Zoning: GO and A-1

Acreage or Square Footage of Property: 0.3 acre

Zoning Requested: Garden Office

Proposed Development: Unspecified office use

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

Terry H. Lewis
Applicant's Signature

June 8, 2015
Date

Filing Fee: \$475 (HRA #24524)
(\$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

Zone Case No.: 3003-F

Agenda No.: 1

Request for zoning change from: GO, A-1

To: GO

0.3 acres of unplatted land out of block AK section 21

on Lot(s):

Block(s):

Subdivision:

Address: 98th St West of Justice Ave

South of







NORTHWEST CORNER OF SECTION 21, BLOCK 2K

98th

AVENUE

MIL WAUKEE

PURCHASE 2011

GO ZONING 2009

STREET

SOUTH LINE OF SECTION 28, BLOCK 2K
NORTH LINE OF SECTION 21, BLOCK 2K

JUSTICE AVENUE

100th STREET

JUSTICE AVE

101st STREET

101st PLACE

REUNION PARK



Not to Scale



NORTHWEST CORNER OF SECTION 28, BLOCK AK

SOUTH LINE OF SECTION 28, BLOCK AK
NORTH LINE OF SECTION 21, BLOCK AK



Not to Scale

NORTHWEST CORNER OF SECTION 21, BLOCK AK

98th

STREET

SOUTH LINE OF SECTION 28, BLOCK AK
NORTH LINE OF SECTION 21, BLOCK AK

AVENUE

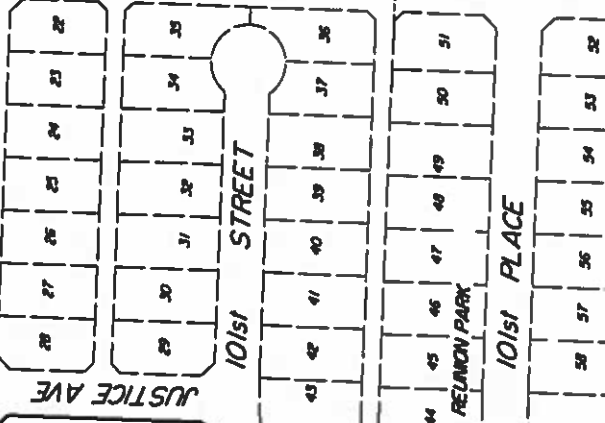
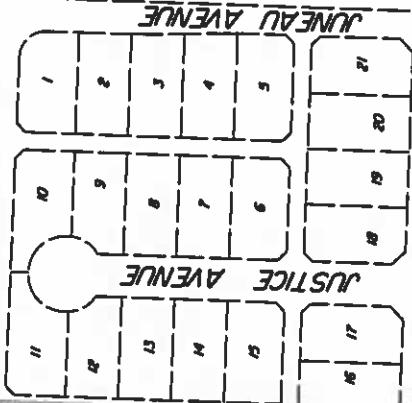
MIL WAUKEE

GO ZONING
2009

PURCHASE 2011

GO ZONING
2012

A-1 ZONING
2014



Not to Scale

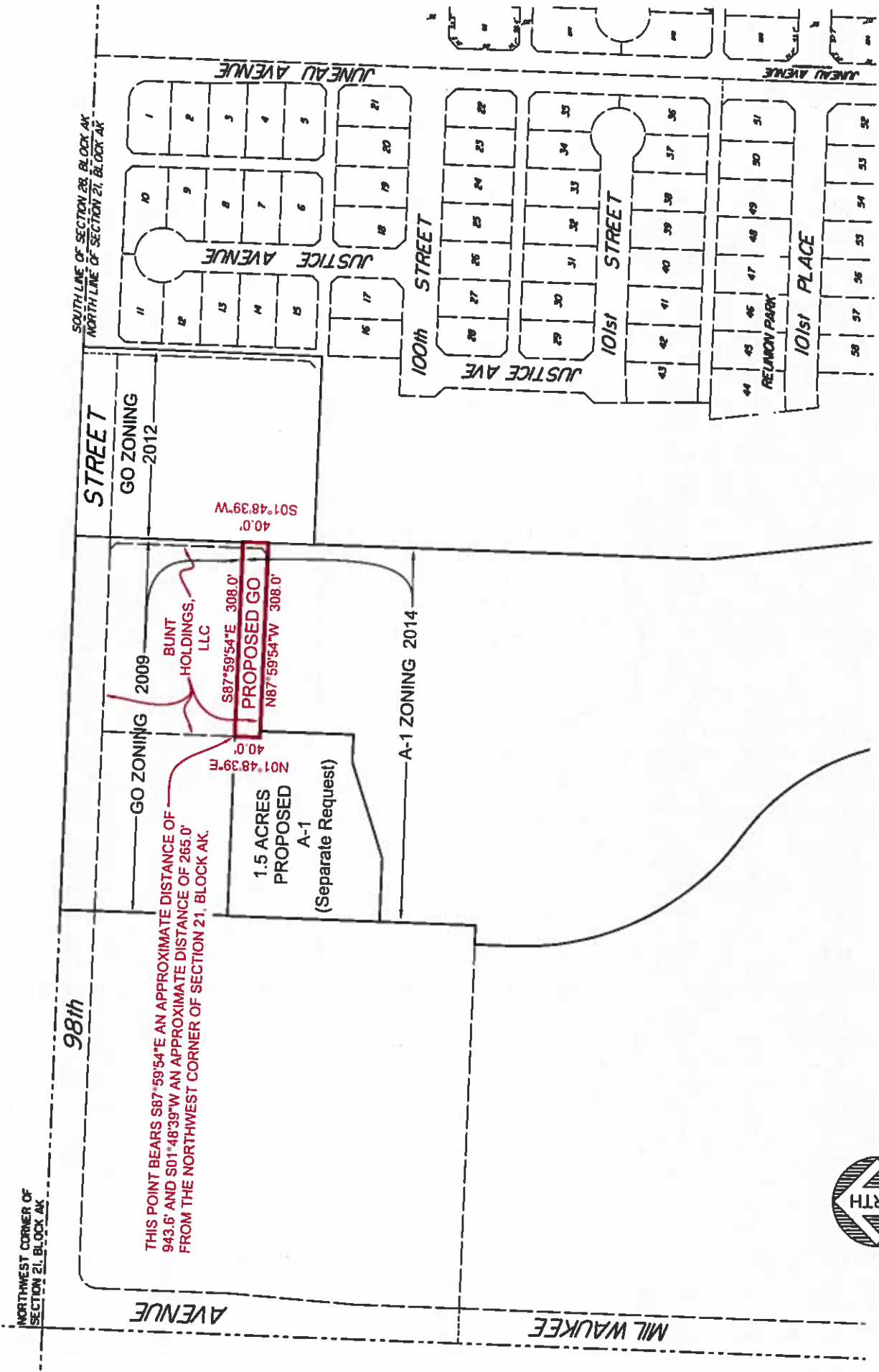


NORTHWEST CORNER OF SECTION 21, BLOCK A-K

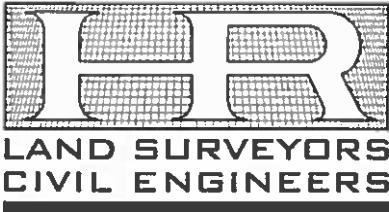
SOUTH LINE OF SECTION 28, BLOCK A-K
NORTH LINE OF SECTION 21, BLOCK A-K



Not to Scale



Not to Scale



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

METES AND BOUNDS DESCRIPTION of an approximate 0.3 acre tract of land located in Section 21, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Northwest corner of this tract which bears S. 87°59'54" E. an approximate distance of 943.6 feet and S. 01°48'39" W. an approximate distance of 265.0 feet from the Northwest corner of said Section 21, Block AK, Lubbock County, Texas;

THENCE S. 87°59'54" E. an approximate distance of 308.0 feet to a point for the Northeast corner of this tract;

THENCE S. 01°48'39" W. an approximate distance of 40.0 feet to a point for the Southeast corner of this tract;

THENCE N. 87°59'54" W. an approximate distance of 308.0 feet to a point for the Southwest corner of this tract;

THENCE N. 01°48'39" E. an approximate distance of 40.0 feet to the Point of Beginning;

Bearings relative to the North line of Section 21, Block AK, being previously recognized as S. 87°59'54" E.

Prepared for Bunt Holdings, LLC

June 8, 2015

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY. THIS DOCUMENT SHALL NOT BE USED OR RECORDED FOR ANY REAL PROPERTY PURPOSES.



Regular City Council Meeting

7. 2.

Meeting Date: 07/23/2015

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 2173-I a request of Robert Campbell, for BH Estate, LLC, for a zoning change from C-3 to C-4 on Tract C1 A1, Whisperwood Addition, 5402 4th Street, and consider an ordinance.

Item Summary

General comments:

The request is for a zone change from C-3 to C-4 Commercial retail district for the old vacant Wal-Mart, 38,000 square ft. building, to repurpose for a different user.

Adjacent land uses:

N: C-4 Specific Use Mini warehouses

S: C-3 Restaurant and 4th street

E: C-4 Specific Use, Mini warehouses and restaurants

W:C-4 Strip shopping center

Comprehensive Land Use Plan:

The request is consistent with the CLUP.

Zoning Policy:

The property is situated between existing C-4 uses within a strip shopping center which is currently zoned C-3. Because the property is surrounded by 2 major thoroughfares and an expressway, Slide Rd, 4th street and Loop 289, in a pie shaped area, the rezoning of the portion of land within the C-3 zoning area to a C-4 zoning is consistent with zoning policies.

Effect on the adjacent street and thoroughfare system:

None. The property fronts along 4th street (a major thoroughfare) and backs up to the access road of Loop 289 (an expressway) with sufficient access to the property.

Recommendations:

Staff recommends approval with no conditions.

On July 7, 2015 the P&Z Commission recommended the request with a unanimous vote, with no conditions.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
P&Z Commission

Attachments

Ordinance 2173-I

Zone Case 2173- I Backup

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. 2173-I**; A ZONING CHANGE FROM **C-3** TO **C-4** ZONING DISTRICT ON **TRACT C1 A1, WHISPERWOOD 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. 2173-I

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-3** to **C-4** zoning district on **Tract C1 A1, Whisperwood Addition, City of Lubbock, Lubbock County, Texas, located at 5402 4th Street.**

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:



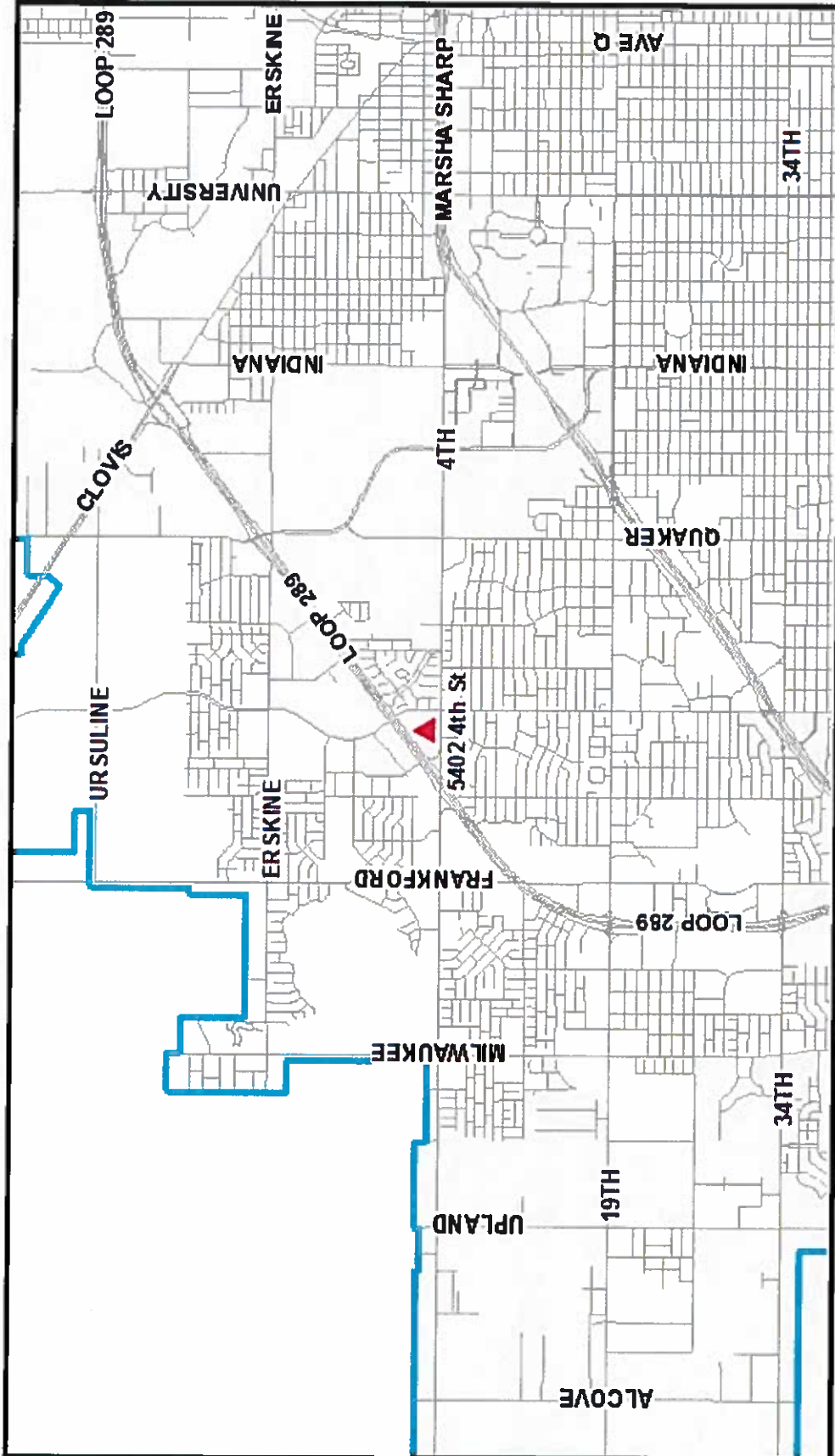
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

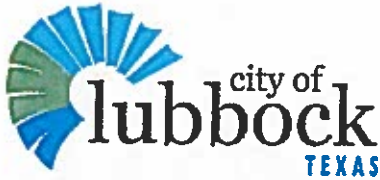


Justin D. Pruitt, Assistant City Attorney

vw/cityatt/Justin/ZoneCase/ZC2173-1
July 7, 2015



P.Z.C. Case 2173-I



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission

PO Box 2000 / 1625 13th St

Lubbock, TX 79457

Applicant (Please Print)

Robert Campbell
4702 S. Loop 289
CBK TX 79424
(800) 543-2638

For

BH Estate, LLC
PO Box 49993
Los Angeles, CA 90049
()

Location or Address:

5402 4th St, Lubbock, TX 79416

Legal Description:*

Whisperwood TR CIA-1

Existing Land Use:

retail

Existing Zoning:

C-3 retail

Acreage or Square Footage of Property:

8 acres

Zoning Requested:

C-4 - Dance Hall / Bar / Entertainment Venue

Proposed Development:

Dance Hall

If property is not subdivided, will preliminary plat be submitted?

NO
Applicant's Signature: [Signature]
see signatures attached

Yes No
6-9-15
Date

Filing Fee:

\$496

(\$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: 83933

map 24

Zone Case No.:

2173-I

Agenda No.:

2

Request for zoning change from:

C-3

To:

C-4

on Lot(s):

Tract CIA 1

Block(s):

Subdivision:

Whisperwood

Address:

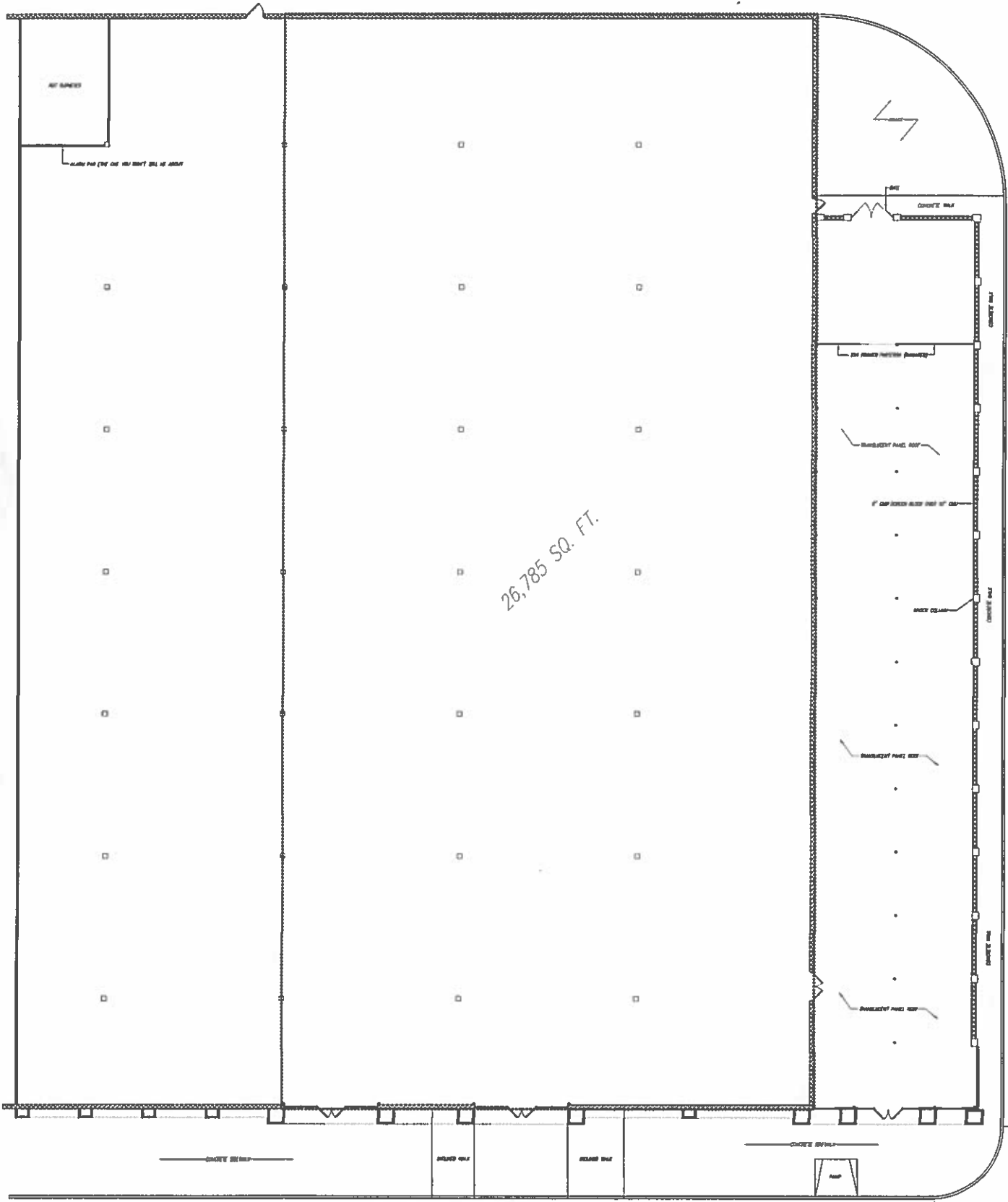
5402 4th St



Subject
30,000' +/-

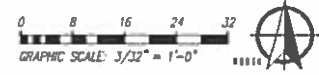
Vacant

Big Lots



26,785 SQ. FT.

EXISTING FLOOR PLAN
DATE: 08/11/11





Regular City Council Meeting

7. 3.

Meeting Date: 07/23/2015

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 1657-C, a request of David Wood, for The Que Lubbock, for a zoning change from C-3 to CB-3 Specific Use for a mixed use building, apartments and commercial, with reduced parking on Lots 8 through 12 and the east 21.92 feet lot 13, of Block 8, McCrummen 2nd Addition, 2101 Avenue Q, and consider an ordinance.

Item Summary

General comments:

This case is a request to zone an existing structure CB-3. The original use was a hotel. The building at some point was used for a nursing home or assisted living center. The current proposal is for an apartment complex and a small commercial area on the first floor.

Adjacent land uses:

The area is a mixture of commercial, C-2 and C-3, and low density residential, R-2.

Comprehensive Land Use Plan:

The request is consistent with the CLUP.

Zoning Policy:

The request is a minor deviation from the current zoning policies. The applicant is proposing a mixed use development which typically requires a Central Business District. Although this property is not in the actual “downtown” area, the request and proposed development is consistent with the intent of the zoning districts and compatible with adjacent developments.

Effect on the adjacent street and thoroughfare system:

There should be no effect on the thoroughfare system.

Recommendations:

Staff recommends the case for approval.

On July 7, 2015 the P&Z Commission recommended the request with a unanimous vote, with no conditions.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
P&Z Commission

Attachments

Ordinance 1657-C

1657-Backup

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. 1657-C; A ZONING CHANGE FROM C-3 TO CB-3 SPECIFIC USE FOR A MIXED-USE APARTMENT AND COMMERCIAL BUILDING WITH REDUCED PARKING, ON LOTS 8 THROUGH 12 AND THE EAST 21.92 FEET OF LOT 13, BLOCK 8, MCCRUMMEN 2ND 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. 1657-C

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

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from C-3 to CB-3 Specific Use for a mixed-use apartment and commercial building with reduced parking on Lots 8 through 12 and the east 21.92 feet of lot 13, Block 8, McCrummen 2nd Addition, City of Lubbock, Lubbock County, Texas, located at 2101 Avenue Q.

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within

thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the C-3 zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **2101 Avenue Q**, 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:



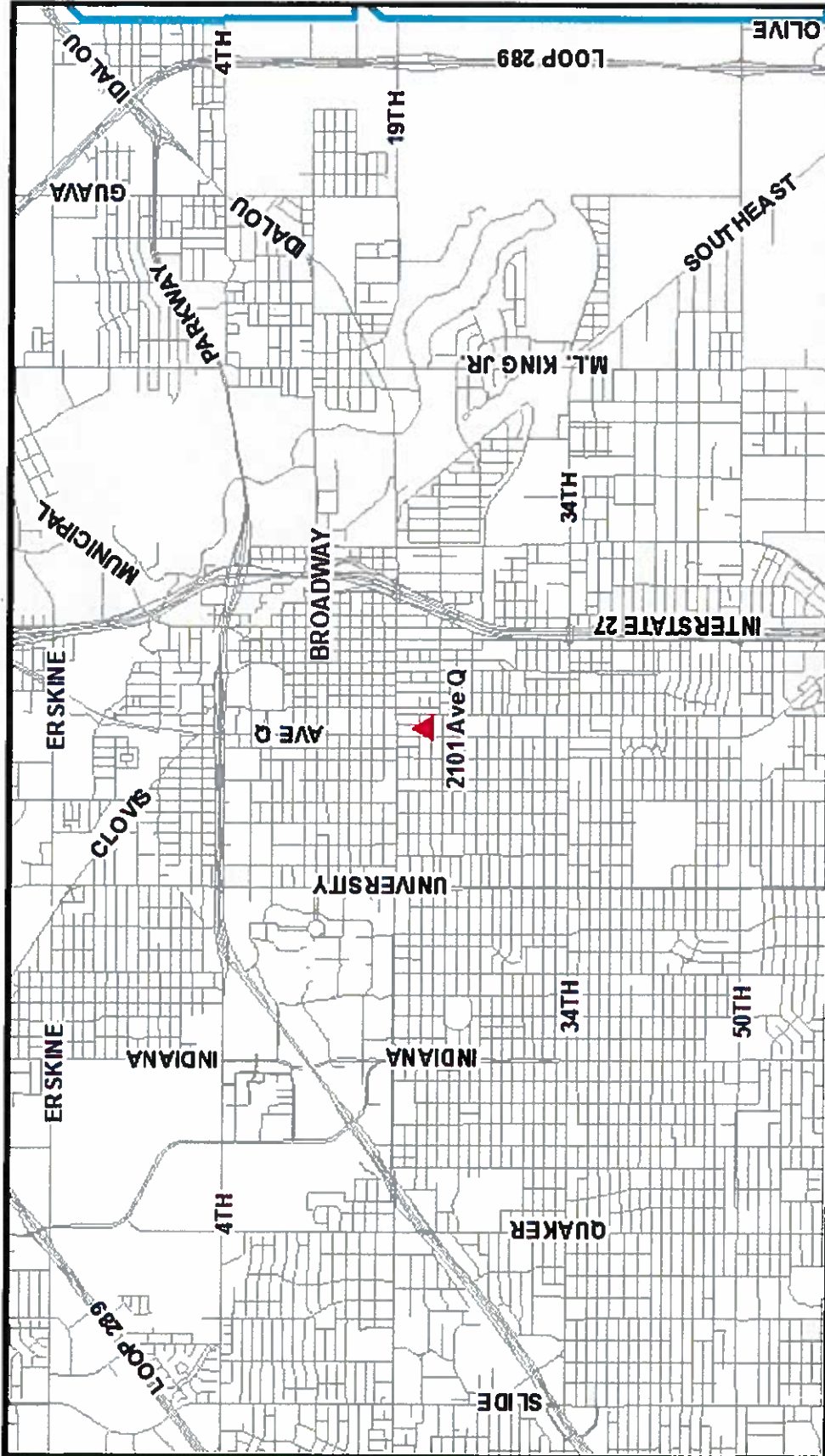
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

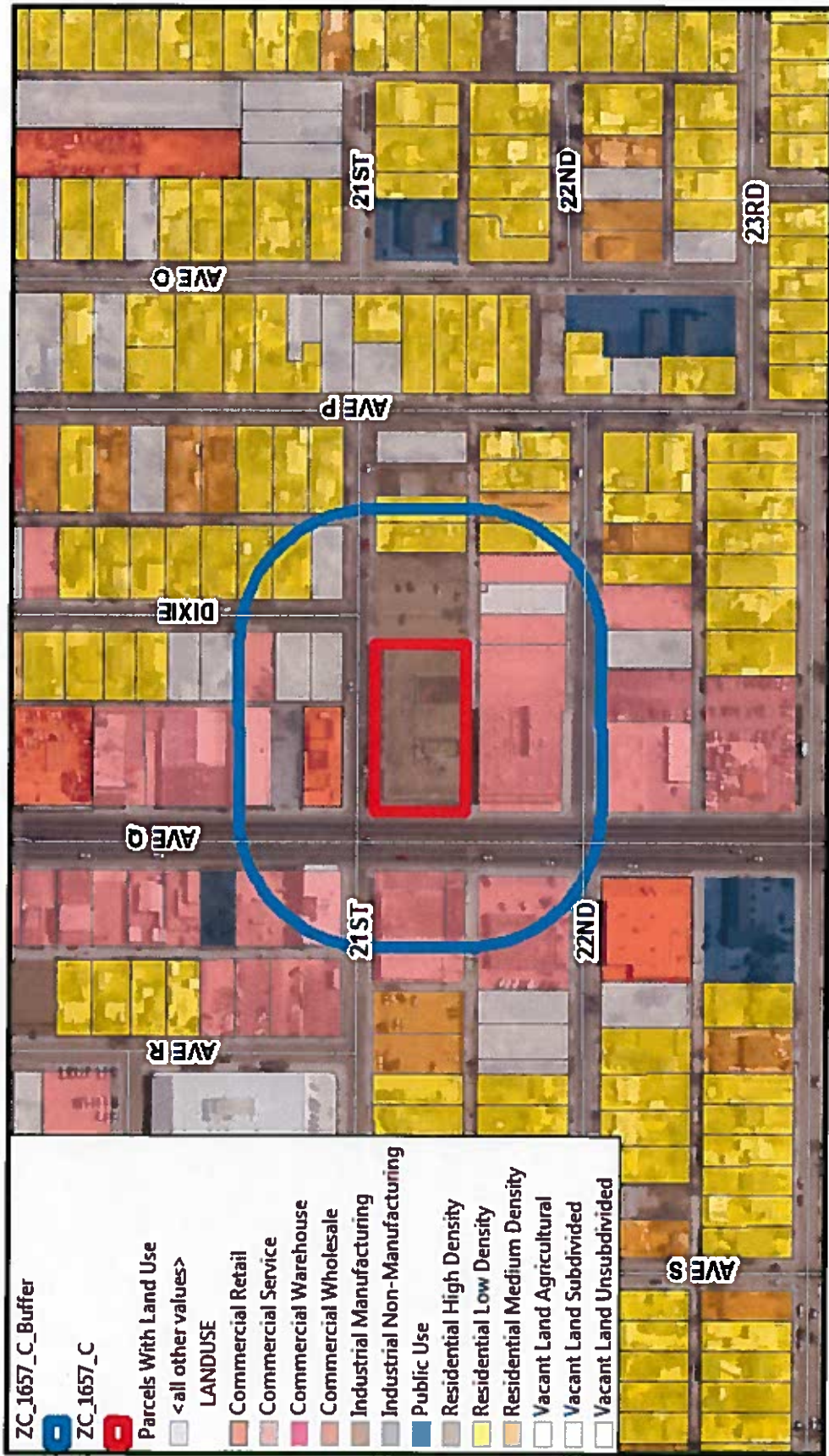


Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC1657-C
July 7, 2015

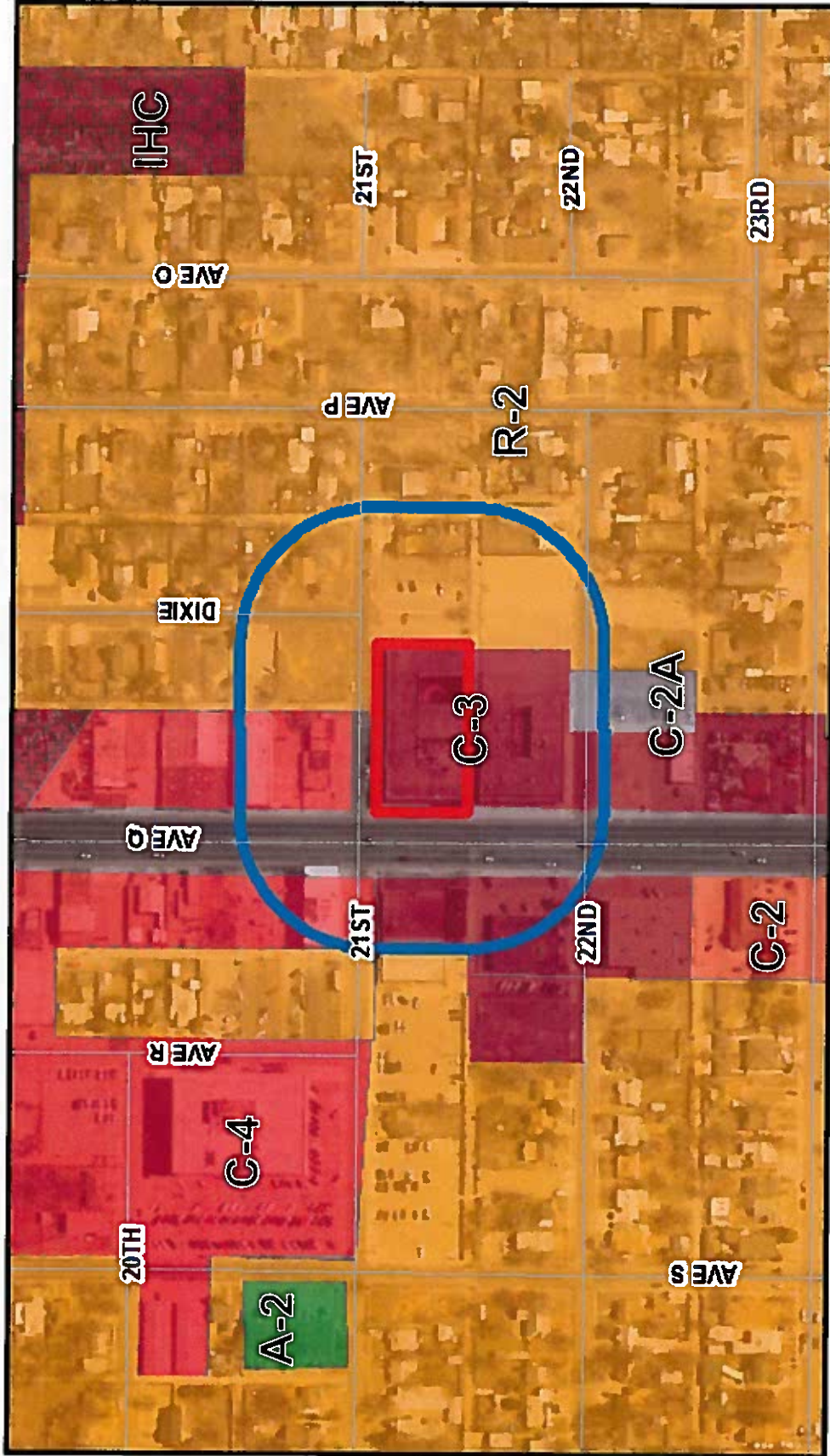


P.Z.C. Case 1657-C



P.Z.C. Case 1657-C

Request of David Wood (for The Que Lubbock) for a zoning change from C-3 to CB-3 Specific Use, 2101 Avenue Q



P.Z.C. Case 1657-C Zoning



Dec. 2009 Aerial Photography P.Z.C. Case 1657-C



APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print)

DAVID WOOD

For

THE QUE WUBBOCK

7013-61st

Street/Post Office Box

2101 AVENUE Q

Street/Post Office Box

LUBBOCK TX 79407

City State Zip

LUBBOCK TEXAS 79411

City State Zip

(806)-928-8888

Telephone

()

Telephone

Location or Address:

2101 AVENUE Q

Legal Description:*

Existing Land Use:

Existing Zoning:

C-3

Acreage or Square Footage of Property:

+ - 54,600 SF

Zoning Requested:

CB-3 Specific Use

Proposed Development:

Apartments & commercial (affordable)

If property is not subdivided, will preliminary plat be submitted?

Yes

NA

No

Applicant's Signature

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

PIN: 37990

map 1

Zone Case No.:

1857-C

Agenda No.:

3

Request for zoning change from:

C-3

To:

CB-3 Sp. Use

on Lot(s):

8 through 12 and E 21.92' lot 13

Block(s):

8

Subdivision:

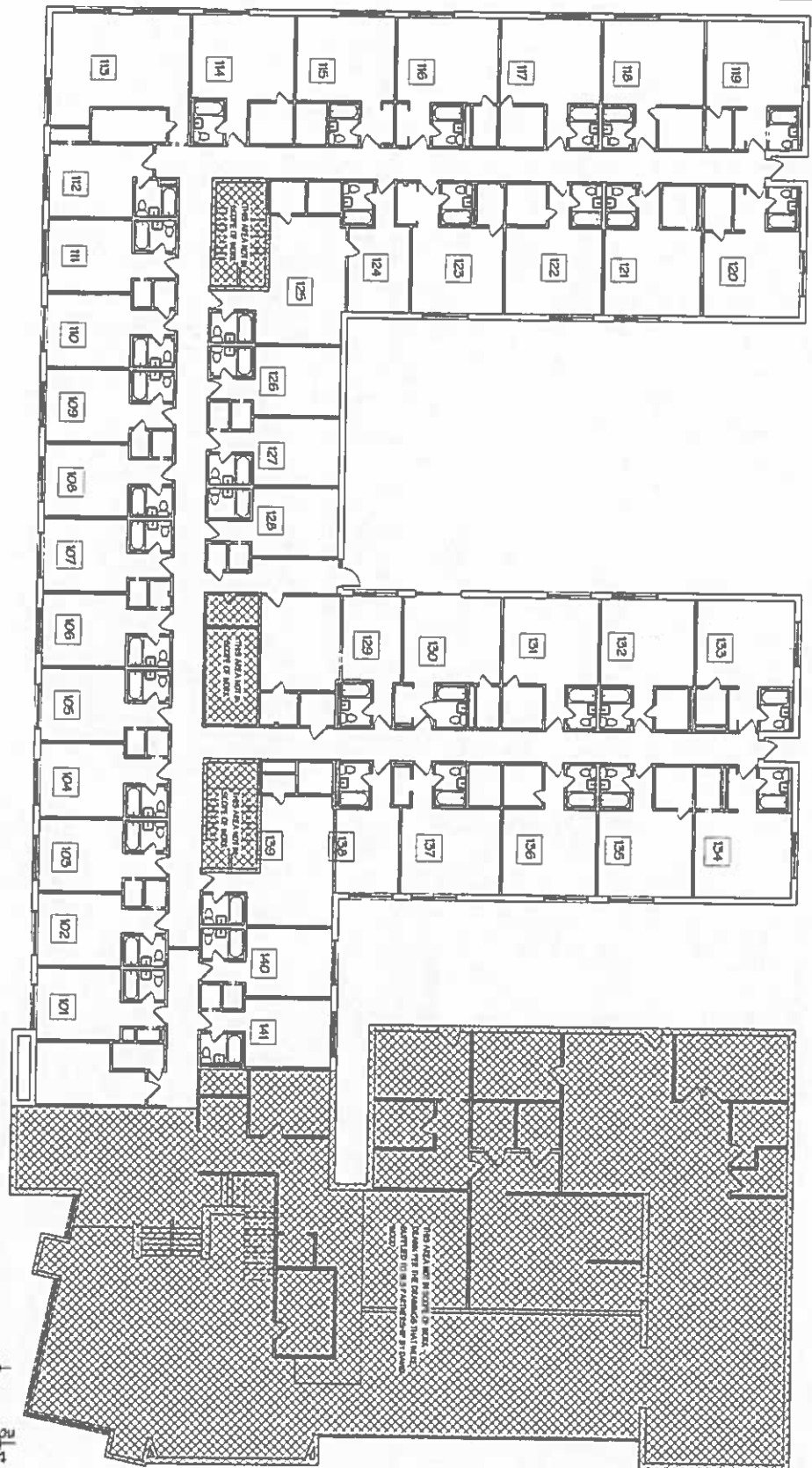
McCrummen 2nd

Address:

2101 Ave Q



Existing First Floor Plan



date:	project #:
05/01/2018	18003
drawn by:	revision:
W. SCOTT	1
Existing First Floor Plan	
sheet:	A-1

INTERIOR RENOVATIONS TO:
Lubbock Manor Apartments
 2101 Ave. Q
 Lubbock, TX 79411

PATTERSON, INC.
 PATTERSON'S ARCHITECTURE & INTERIORS

THIS DOCUMENT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

W. SCOTT ARCHITECTURE, AIA
 1700 S. 9TH STREET
 LUBBOCK, TEXAS 79401
 (806) 790-4887

date:	location:
05/01/2018	18003
drawn by:	revision:
W. SCOTT	1
Existing First Floor Plan	
sheet:	A-1

1692 21st St
Lubbock, Texas

Street View - Jan 2013

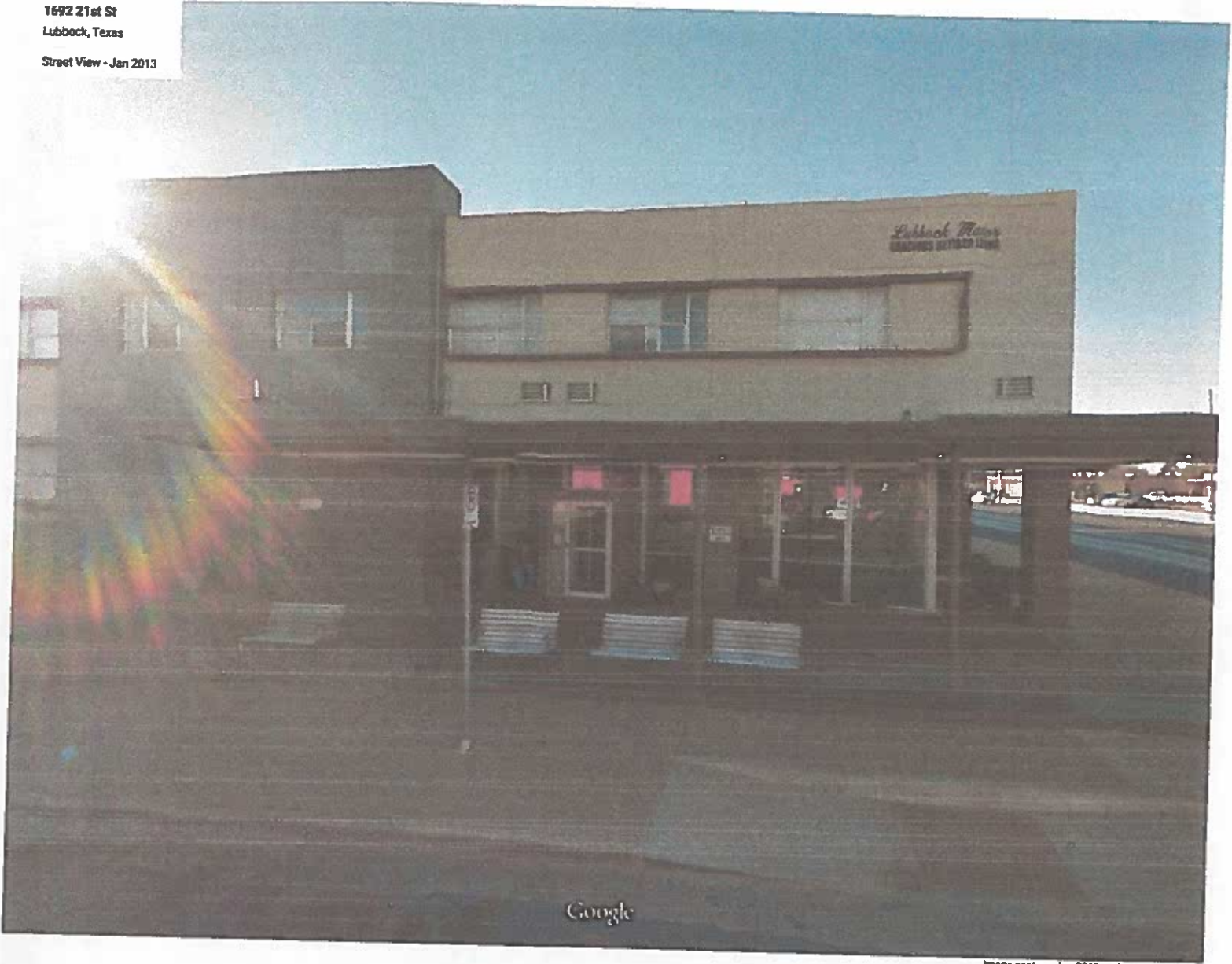


Image capture: Jan 2013 © 2015 Google

THE QUE LUBBOCK
2101 AVE Q
LUBBOCK TEXAS 79411

1696 21st St
Lubbock, Texas

Street View - Jan 2013

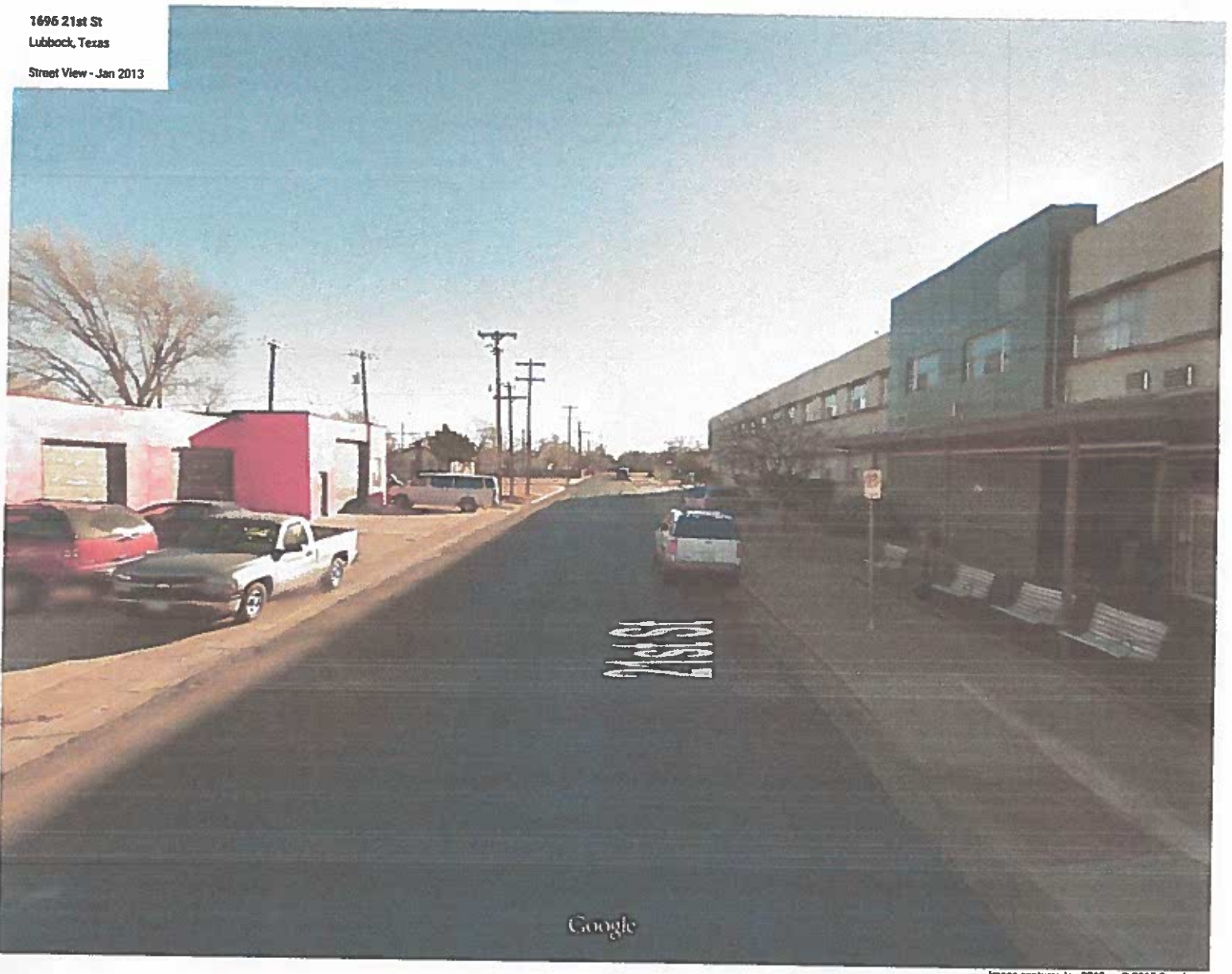


Image capture: Jan 2013 © 2015 Google

1701 21st St
Lubbock, Texas

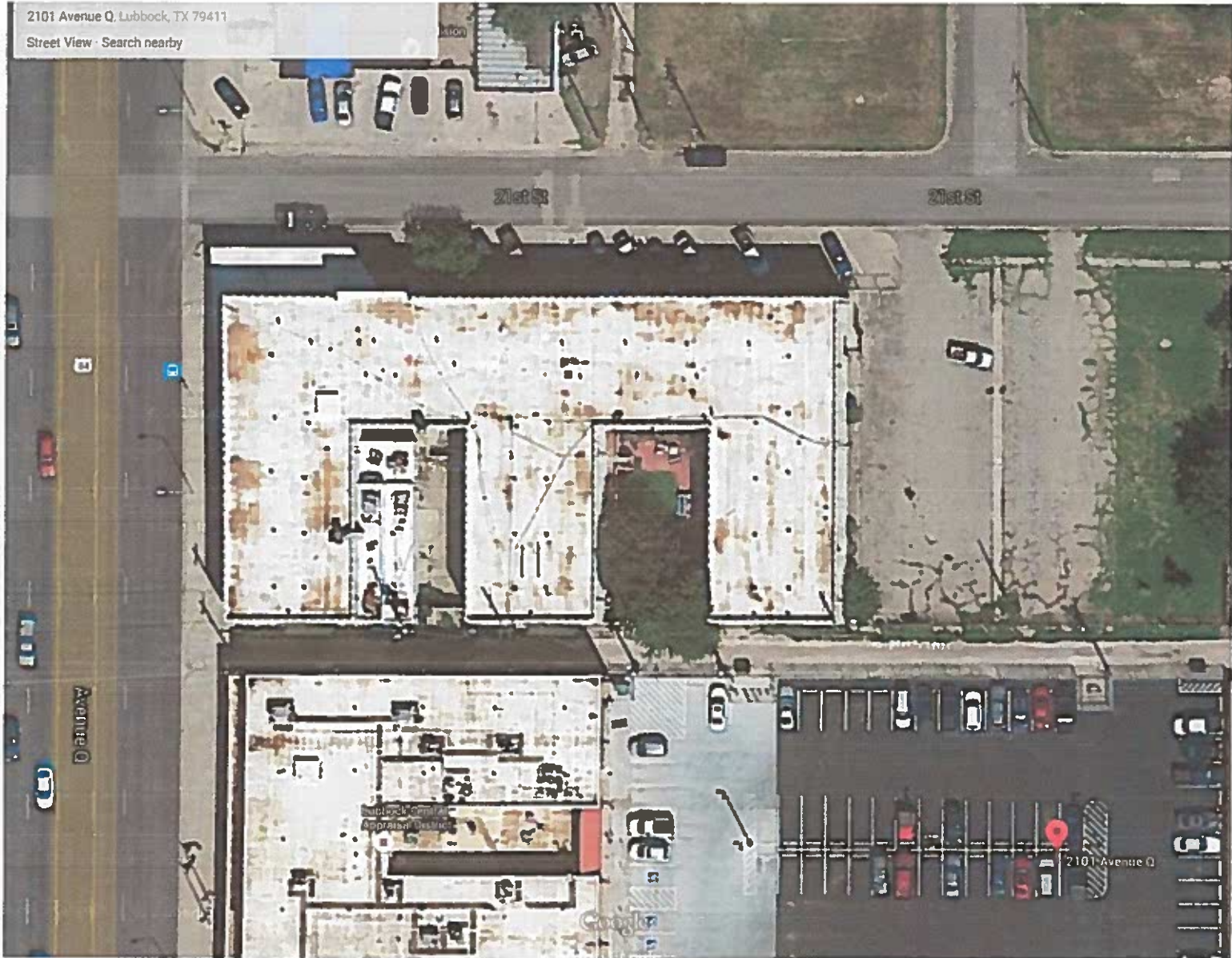
Street View - Dec 2012



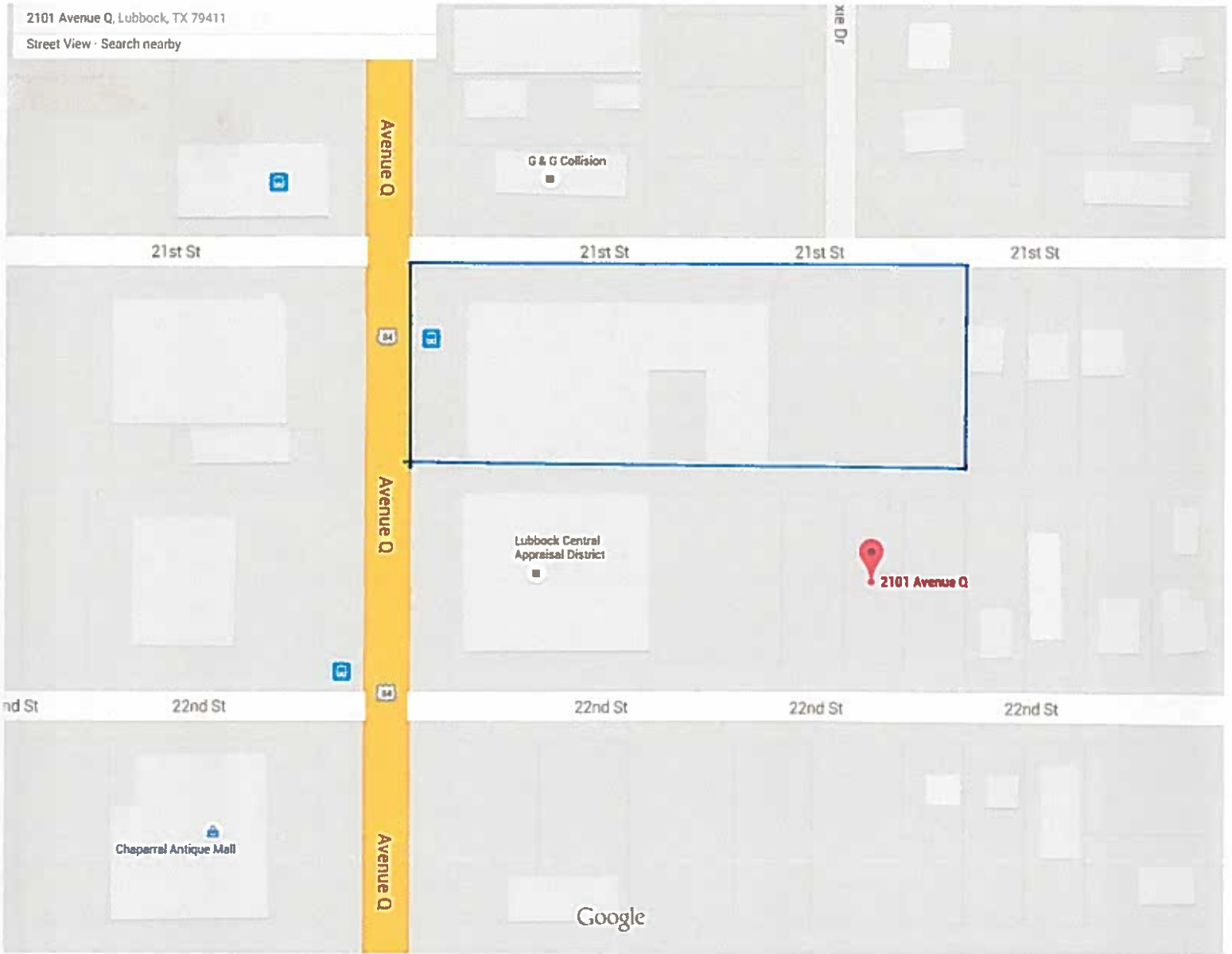
Image capture: Dec 2012 © 2015 Google

2101 Avenue Q, Lubbock, TX 79411

Street View - Search nearby



Map data ©2015 Google 20 ft



THE QUE LUBBOCK



EFFICIENCIES WITH KITCHENETTES



Regular City Council Meeting

7. 4.

Meeting Date: 07/23/2015

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance 2015-O0071 for a petitioned annexation from Trantham and Rich, LLC, CNS Realty, L.C., and Gary Bell to annex a parcel approximately 157.57 acres adjacent to the city limits south of 130th Street (FM 1585) east of University Avenue.

Item Summary

On July 9, 2015 the City Council approved the first reading of the ordinance.

The petition was submitted to the Planning Department in proper form on the 11th day of March. The City Council passed a resolution on April 9th to accept the petition and directed staff to draft a service plan. The area petitioned for annexation is planned to be primarily residential development. The proposed land uses are mostly consistent with the Comprehensive Land Use Plan (CLUP).

As a petition annexation, the City may only annex the land owned by the petitioner. In the case of this petition, Trantham and Rich, LLC, CNS Realty, L.C., and Gary Bell own the land up to the center line of University Avenue and 130th Street which includes approximately one quarter section of land. Approval of this annexation will result in 130th Street being split by the city limits. East of University Avenue, the north half of 130th Street will remain under the jurisdiction of Lubbock County; the south half will be under the jurisdiction of the City of Lubbock.

Public hearings were held on June 9, 2015 and June 11, 2015. This is the first reading of the annexing ordinance for this property.

Fiscal Impact

See the attached service plan.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Ordinance

ORDINANCE NO. _____

AN ORDINANCE ANNEXING AN AREA OF SPARSELY OCCUPIED LAND TO THE CITY OF LUBBOCK, TEXAS, UPON PETITION OF AREA LANDOWNERS, WHICH AREA IS DESCRIBED HEREIN AND IS LESS THAN ONE-HALF MILE IN WIDTH, CONTAINS FEWER THAN THREE QUALIFIED VOTERS, AND IS CONTIGUOUS TO THE EXISTING CITY LIMITS OF THE CITY OF LUBBOCK, TEXAS; PROVIDING FOR CORRECTION OF THE CITY MAP TO INCLUDE THIS ANNEXED AREA; ADOPTING A SERVICE PLAN; PROVIDING AN EFFECTIVE DATE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock on April 9, 2015, conducted a public hearing at which the petition for annexation and arguments for and against the annexation were heard by the City Council as required by Section 43.028, Texas Local Government Code; and

WHEREAS, the City Council of the City of Lubbock deemed it to be in the best interest of the citizens of the City of Lubbock to grant said petition for annexation; and

WHEREAS, the City Council of the City of Lubbock conducted two public hearings as required by Section 43.124, Texas Local Government Code on June 9, 2015 at 3:00 p.m. and June 11, 2015; at 5:30 p.m.; and

WHEREAS, the City Council of the City of Lubbock hereby annexes said sparsely occupied area into the City of Lubbock as requested by the land owners of said area; NOW THEREFORE:

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

SECTION 1. THAT the area of land hereinafter described containing approximately 157.57 acres and as further described on the petition, including a metes and bounds description and map, attached hereto as Exhibit "A", which said exhibit is made a part hereof for all intents and purposes, which is contiguous to the existing corporate limits of the City of Lubbock, Texas, less than one-half mile in width and which contains fewer than three qualified voters BE and the same is hereby ANNEXED to and included within the corporate limits of the City of Lubbock, Texas, as requested by the petition of the owners of said area of land.

DESCRIPTION OF ANNEXED AREA

A 157.57 acre tract of land located in the Northwest Quarter (NW/4) of Section 16, Block E, G.C. & S.F. RR. Co. Survey, Abstract No. 664, Lubbock County, Texas, being further described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

SECTION 2. THAT the City Engineer is hereby authorized and directed to immediately correct the map of the City of Lubbock by adding thereto the additional territory

annexed by this Ordinance, indicating on the map the date of annexation and the number of this Ordinance. The City Secretary and the City Engineer shall each keep in their respective offices an official map of the City of Lubbock showing the boundaries of the municipal corporation, including this annexation.

SECTION 3. THAT the service plan attached hereto as Exhibit "B" and incorporated herein by reference for all purposes was submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved as part of this Ordinance.

SECTION 4. THAT this Ordinance shall be effective thirty (30) days after final passage by the City Council.

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

SECTION 6. 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 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:

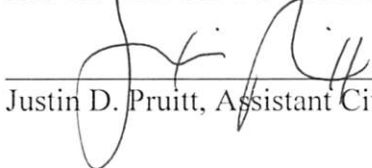
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

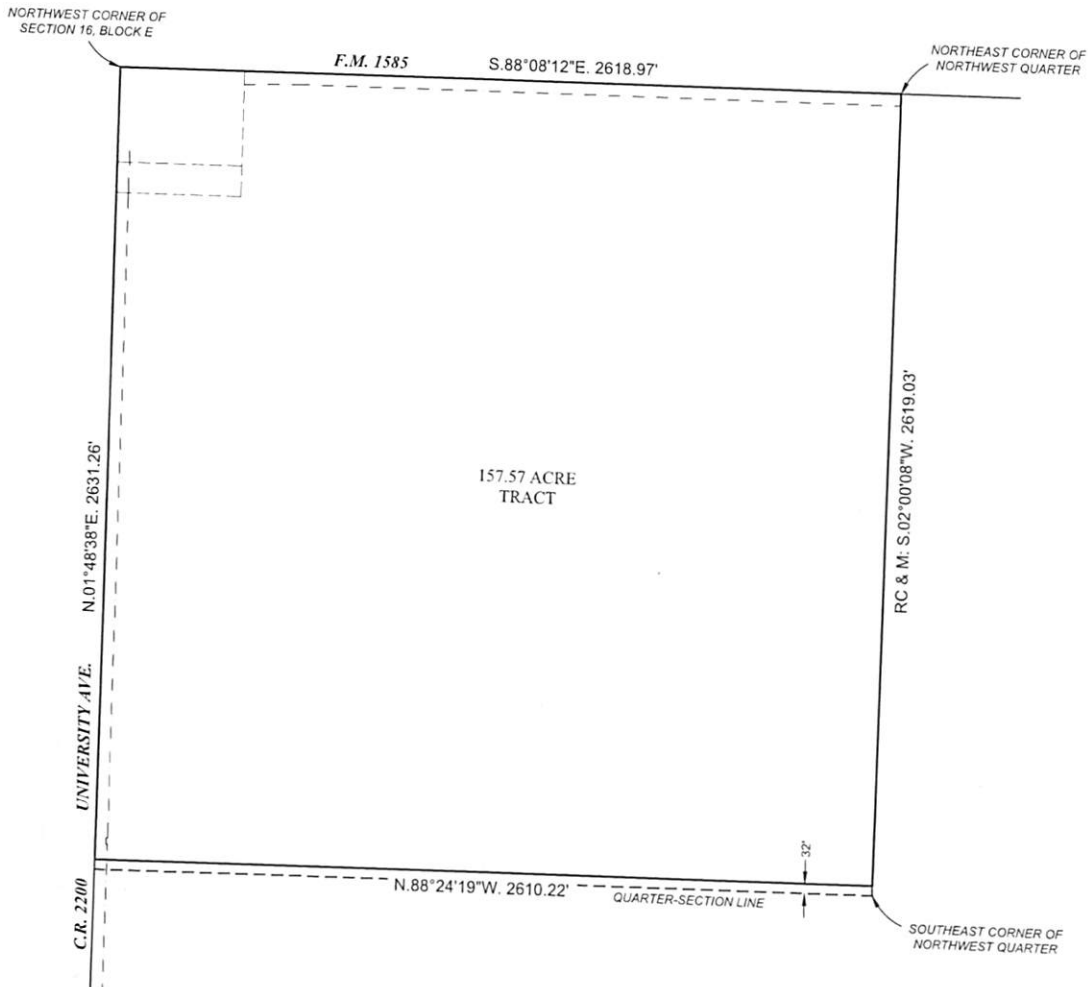


Justin D. Pruitt, Assistant City Attorney

vw:ccdops/Ord.Annex-130th & University
June 3, 2015

FOR ANNEXATION:
**A 157.57 ACRE TRACT LOCATED IN
 THE NORTHWEST QUARTER OF
 SECTION 16, BLOCK E,
 G.C. & S.F. RR. CO. SURVEY, ABST NO. 664
 LUBBOCK COUNTY, TEXAS**

Exhibit A



DESCRIPTION, FOR ANNEXATION:

A 157.57 ACRE TRACT LOCATED IN THE NORTHWEST QUARTER (NW/4) OF SECTION 16, BLOCK E, G.C. & S.F. RR. CO. SURVEY, ABSTRACT NO. 664, LUBBOCK COUNTY, TEXAS, BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 16 FOR THE NORTHWEST CORNER OF THIS TRACT, SAID SECTION CORNER HAVING COORDINATES OF NORTHING: 7,236,520.86 AND EASTING: 941,020.34, TEXAS COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE, NAD'83;

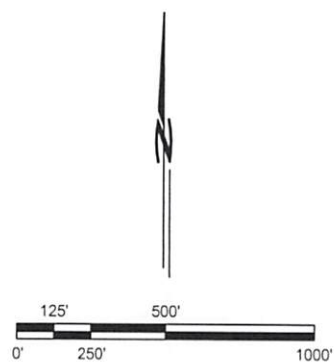
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THENCE S. 02° 00' 08" W. A DISTANCE OF 2619.03 FEET TO THE SOUTHEAST CORNER OF THIS TRACT, WHENCE A 3/4" IRON PIPE FOUND AT THE CENTER QUARTER CORNER OF SAID SECTION 16 BEARS S. 02° 00' 08" W. A DISTANCE OF 32.00 FEET, SAID QUARTER CORNER HAVING COORDINATES OF NORTHING: 7,233,786.96 AND EASTING: 943,544.67, TEXAS COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE, NAD'83;

THENCE N. 88° 24' 19" W. A DISTANCE OF 2610.22 FEET TO THE SOUTHWEST CORNER OF THIS TRACT, WHENCE THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER (NW/4) OF SECTION 16 BEARS S. 01° 48' 38" W. A DISTANCE OF 32.00 FEET AND A RAILROAD SPIKE FOUND AT THE EAST QUARTER CORNER OF SECTION 16 BLOCK AK, E.L. & R.R. RR. CO. SURVEY, ABSTRACT NO. 189, LUBBOCK COUNTY, TEXAS, BEARS S. 01° 48' 38" W. A DISTANCE OF 41.29 FEET;

THENCE N. 01° 48' 38" E., ALONG THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 2631.26 FEET TO THE POINT OF BEGINNING. BEARINGS ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE, NAD'83. THE CONVERGENCE ANGLE TO TRUE NORTH IS -01° 50' 14". DISTANCES ARE AT SURFACE, IN U.S. SURVEY FEET.

THIS DOCUMENT PREPARED FOR ANNEXATION PURPOSES ONLY AND DOES NOT REPRESENT A COMPLETE BOUNDARY SURVEY.



LEGEND:
 SCALE: 1" = 500'
 HEAVY LINES INDICATE LIMITS OF SURVEY.

STEVENS SURVEYING CO., LLC.
 6310 GENOA AVE. SUITE A
 LUBBOCK, TX 79424
 806-687-1559
 TEXAS FIRM NO. 10087500
 PREPARED FOR: REAL PROPERTY RESOURCES, INC.
 JOB#: 150218 © 2015 ALL RIGHTS RESERVED CAD

MUNICIPAL SERVICE PLAN**FIRE**

Existing Services: None

Services to be Provided: Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station No.14, located at 2402 96th St. Station 14 is approximately 2.5 miles from the intersection of University Ave and FM 1585. First-in response time into this development could be in the 5-6 minute range. Fire suppression activities can be afforded to the annexed area within current budget appropriation with a less than desirable response time. As these areas are developed to the south, an additional fire station(s) to cover these areas should be considered. Fire prevention activities will be provided by the Fire Marshal's office as needed.

POLICE

Existing Services: None

Services to be Provided: Currently, the area is under the jurisdiction of the Lubbock County Sheriff's Office. However, upon annexation, the City of Lubbock Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

EMS

Existing Services: None

Services to be Provided: the City of Lubbock does not provide Emergency Medical Services; such services are provided by Lubbock County Hospital District and private providers.

BUILDING INSPECTION

Existing Services: None

Services to be Provided: The Building Inspection Department will provide construction code enforcement services upon annexation. This includes construction plan review and field inspection services and the issuance of building, electrical and plumbing/mechanical permits for any new construction and remodeling, as well as enforcement of all other applicable codes which regulate building construction within the City of Lubbock.

It is anticipated that such services can be provided with current personnel and within the current budget appropriation. As land is developed, the need for additional personnel and budget appropriations will be dependent upon the type, intensity and rate of development within the annexed area as well as areas that compete for those resources.

PLANNING AND ZONING

Existing Services: None

Services to be Provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Lubbock Zoning Ordinance will extend to this area upon the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Lubbock Subdivision Ordinance. It is anticipated that these services can be provided within the department's current budget.

GIS AND DATA SERVICES

Existing Services: None

Services to be Provided: GIS and Data Services will update all city-wide GIS data sets to include the newly annexed areas. This will include support to the Office of City Secretary for elections requirements, to Building Inspection, Streets and Traffic Engineering for addresses, street names and street signs, and to Police and Fire for updated information for 911 Dispatch. The updated information will be reflected on the GIS website for use by the public.

LIBRARY

Existing services: Free library use privileges are currently available to anyone residing in this area, as part of an agreement with Lubbock County.

Services to be Provided: These services will continue to be provided upon annexation.

CODE ADMINISTRATION/ENVIRONMENTAL HEALTH DEPARTMENTS

Existing Services: None

Services to be Provided: The City of Lubbock's Code Administration/Environmental Health Departments will implement the enforcement of local ordinances and regulations on the effective date of the annexation. Such services can be provided with current Code Administration/Health Department Personnel and within the current budget appropriation. As land is developed, increases in personnel and budget will be needed in order to provide the same level of customer service.

ANIMAL SERVICES

Existing Services: None

Services to be Provided: Animal control services will be provided to the area as needed. The City of Lubbock Animal Services Department will implement the enforcement of the City of Lubbock's animal control ordinances and regulations upon the effective date of the annexation. It is anticipated that such services can be provided with current personnel and budget appropriation.

STREET

Existing Services: Lubbock County Public Works

Services to be Provided: Maintenance to the street facilities will be provided by the City of Lubbock upon the effective date of the annexation. It is anticipated that this service can be provided within the current budget appropriation.

STREET LIGHTING

Existing Services: None

Services to be Provided: The City of Lubbock will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided: Upon annexation and in conjunction with the platting process, Traffic Engineering will identify and install required traffic signs to be installed at the developer's expense. Other regulatory traffic control devices will be provided after appropriate studies indicate the data meets the minimum requirements as set forth in the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and as budget permits.

STORM WATER MANAGEMENT

Existing Services: City maintains jurisdiction of playa lakes within the ETJ.

Services to be Provided: Developers will provide storm water drainage and drainage analyses based on current policies at their own expense. Any improvements or

analyses will be reviewed and inspected by city engineers at time of submission or completions. The City will then enforce the drainage policies upon approval.

WATER and SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided: Water and Sewer infrastructure is currently adjacent to this area within the existing City Limits. Availability of water and sewer is at the request and expense of the user, and shall be provided within current policies and ordinances of the City (note below for an explanation of pro-rata charges). Water and sewer for domestic and commercial use, when installed, will be available at approved City rates. Water for fire protection will be available through lines only after service lines are installed by the developer.

Pro-Rata Charges

Chapter 22, City Code establishes the charges or the actual cost of construction due on all property to which water and/or sewer lines are extended. The charge is generally known as "pro-rata" and is due and payable before service is provided. The pro-rata charge represents a portion of the costs of providing water and/or sewer facilities to serve the property on which the pro-rata is paid.

When a person desires water and/or sewer service to property that requires an extension of existing facilities to provide service adjacent to the property or when the service connection will be made to a line constructed after April 1, 1952, the person desiring service shall pay non-refundable charge called pro-rata. 2005 pro-rata charges include \$15.00 per front foot of lot or tract to be serviced for sewer and \$12.00 for water, unless the actual extension cost is greater, then the charge is per actual cost.

When an extension of water/sewer facilities exceeds the above costs, the person(s) desiring service shall pay the entire cost and later be refunded that amount above pro-rata when other persons tie onto service and pay their pro-rata. Ordinance 8017 specifies other items including:

- a. pro-rata on property already platted, and extension of services.
- b. pro-rata and extensions to property being platted,
- c. sizes of lines and meter sizes,
- d. location for service connection,
- e. deposits, charges, refunds,
- f. cost of large mains may be partially paid by City, and other considerations,
- g. when the City Council can declare a health hazard and install mains at public expense.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City of Lubbock policies, beginning with occupancy of structures. Additional driver and equipment (1/2 route) can be projected with over 500 homes estimated to be built within this proposed annexation. The landfill will be able to handle this request. The only impact would be that the City could be required to develop the next landfill cell sooner.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of Lubbock's established policies governing extension of municipal services to newly annexed areas. This includes parks and other publicly owned facilities.

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF LUBBOCK, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby [if applicable: waive the requirement to be offered a development agreement pursuant to Section 43.035, and] petition your honorable Body to extend the present city limits so as to include as part of the City of Lubbock, Texas, the following described territory, to wit:

Legal Description Attached "Exhibit A"

We certify that the above described tract of land is contiguous and adjacent to the City of Lubbock, Texas, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Trantham and Rich, LLC

Signed: _____
Larry Trantham, Managing Member

CNS Realty, L.C.

Signed: _____
John Zias, President

Signed: _____
Gary Bell

Signed: _____
Cynthia Bell

THE STATE OF TEXAS

COUNTY OF LUBBOCK

BEFORE ME, the undersigned authority, on this day personally appeared Larry Trantham, Managing Member of Trantham and Rich, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 11th day of March, 2015.

Notary Public in and for
Lubbock County, Texas.

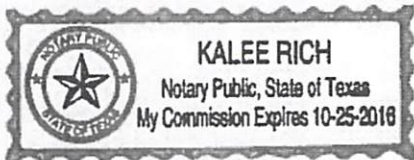
COUNTY OF LUBBOCK

BEFORE ME, the undersigned authority, on this day personally appeared John Zias, President of CNS Realty, L.C., known to me to be the person whose name is subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 11th day of March, 2015.

Kalee Rich

Notary Public in and for
Lubbock County, Texas.



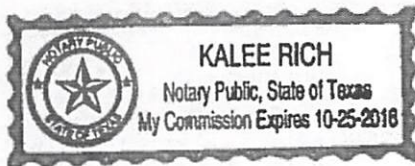
COUNTY OF LUBBOCK

BEFORE ME, the undersigned authority, on this day personally appeared Gary and Cynthia Bell known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 11th day of March, 2014.

Kalee Rich

Notary Public in and for
Lubbock County, Texas.



PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF LUBBOCK, TEXAS:

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Trantham and Rich, LLC

Signed:


Larry Trantham, Managing Member

CNS Realty, L.C.

Signed: _____

John Zias, President

Signed: _____

Gary Bell

Signed: _____

Cynthia Bell

THE STATE OF TEXAS

COUNTY OF LUBBOCK

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Given under my hand and seal of office, this 11th day of March, 2015.



Rebecca Michelle Orta

Notary Public in and for
Lubbock County, Texas.

COUNTY OF LUBBOCK

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Notary Public in and for
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COUNTY OF LUBBOCK

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Lubbock County, Texas.

Exhibit A

DESCRIPTION, FOR ANNEXATION:

A 157.57 ACRE TRACT LOCATED IN THE NORTHWEST QUARTER (NW/4) OF SECTION 16, BLOCK E, G.C. & S.F. RR. CO. SURVEY, ABSTRACT NO. 664, LUBBOCK COUNTY, TEXAS, BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 16 FOR THE NORTHWEST CORNER OF THIS TRACT, SAID SECTION CORNER HAVING COORDINATES OF NORTHING: 7,236,520.86 AND EASTING: 941,020.34, TEXAS COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE, NAD'83;

THENCE S. 88° 08' 12" E., ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 2618.97 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 16 FOR THE NORTHEAST CORNER OF THIS TRACT, WHENCE A RAILROAD SPIKE FOUND NEAR THE CENTERLINE OF F.M. HWY. 1585 AT THE NORTHEAST CORNER OF SAID SECTION 16 BEARS S. 88° 08' 12" E. A DISTANCE OF 2618.97 FEET;

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FOR ANNEXATION:
**A 157.57 ACRE TRACT LOCATED IN
 THE NORTHWEST QUARTER OF
 SECTION 16, BLOCK E,
 G.C. & S.F. RR. CO. SURVEY, ABST. NO. 664
 LUBBOCK COUNTY, TEXAS**



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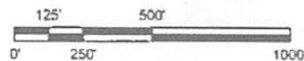
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LEGEND

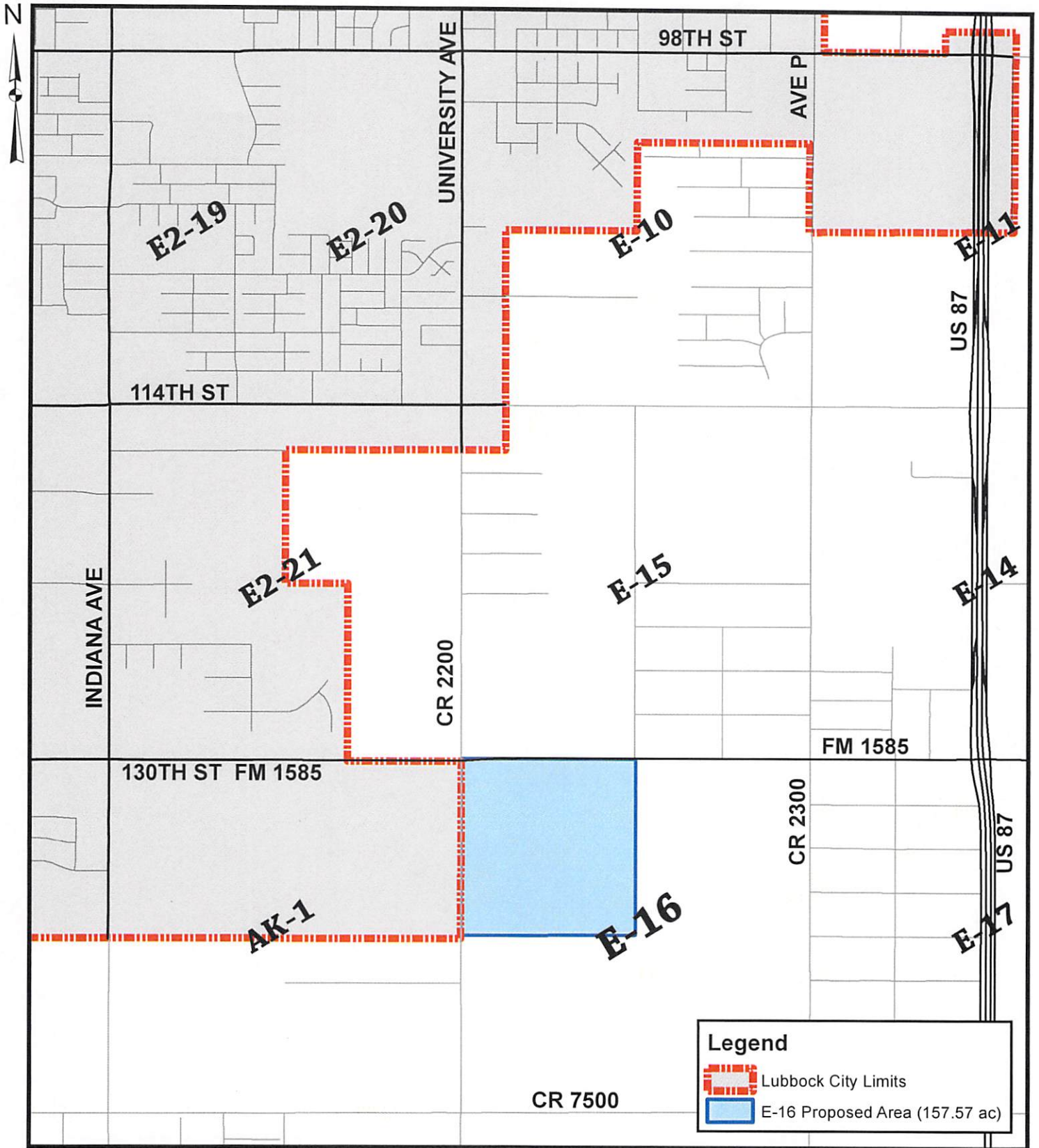
SCALE: 1" = 500'
 HEAVY LINES INDICATE LIMITS OF SURVEY

**STEVENS SURVEYING
 CO., LLC.**

4118 GENDI AVE. SUITE 1
 LUBBOCK, TX 79424
 TEXAS FIRM NO. 18887580

384 827 1167
 PREPARED FOR: REAL PROPERTY RESOURCES, INC.
 1029 158218 ©2015 ALL RIGHTS RESERVED

Proposed Annexation Area in Section 16, Block E



0 1,000 2,000 3,000 4,000 5,000
Feet

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.





Regular City Council Meeting

7.5.

Meeting Date: 07/23/2015

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance 2015-O0072 for annexation of approximately 223 acres adjacent to the city limits north of East FM 1294 and east of Interstate 27, lying in Sections 37 and 38, Block D, L.&S.V.RR Survey and Section 36 Block A, Lubbock County.

Item Summary

On July 9, 2015 the City Council approved the first reading of the ordinance.

Ordinance 2nd Reading - Planning: The City Council adopted a resolution on March 12, 2015 to proceed with the annexation process for the 223 acres of land north of FM 1294 and east of Interstate 27 as described in the attached exhibit. This land is intended to be a future phase of the Lubbock Rail Port and Lubbock Economic Development Alliance project

Public hearings were held on June 9, 2015 and June 11, 2015. This is the first reading of the annexing ordinance for this property.

Fiscal Impact

See the attached service plan.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Ordinance

ORDINANCE NO. _____

AN ORDINANCE ANNEXING AN AREA OF LAND TO THE CITY OF LUBBOCK, TEXAS, WHICH AREA IS DESCRIBED HEREIN AND IS ADJACENT TO AND ABUTS THE EXISTING CITY LIMITS OF THE CITY OF LUBBOCK, TEXAS, WHICH CONTAINS FEWER THAN 100 SEPARATE TRACTS OF LAND ON WHICH ONE OR MORE RESIDENTIAL DWELLINGS ARE LOCATED ON EACH TRACT; PROVIDING FOR THE ADOPTION OF A SERVICE PLAN IN THIS ORDINANCE; PROVIDING FOR CORRECTION OF THE CITY MAP TO INCLUDE THIS ANNEXED AREA; PROVIDING AN EFFECTIVE DATE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, all required notices, including written notice of intent to annex said area to each property owner, each public entity and each railroad company within said area as required by Section 43.062, Subchapter C-1, Texas Local Government Code, have been made in accordance with applicable law; and

WHEREAS, the City Council of the City of Lubbock conducted two public hearings as required by Section 43.063, Texas Local Government Code on June 9, 2015 at 3:00 p.m. and June 11, 2015 at 5:30 p.m.; 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 annex said territory into the City of Lubbock; NOW THEREFORE:

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

SECTION 1. THAT the area of land hereinafter described and which is further described on the map attached hereto as Exhibit A and incorporated herein for all intents and purposes, which abuts and is adjacent to the existing corporate limits of the City of Lubbock, Texas, BE and the same is hereby ANNEXED to and included within the corporate limits of the City of Lubbock, Texas.

DESCRIPTION OF ANNEXED AREA

METES AND BOUNDS DESCRIPTION of a 222.99 acre tract of land lying in Section 37 Block D, L, & S.V. RR Co. Survey, Abstract 75, Section 38, Block D, L, & S.V. RR Co. Survey, Abstract 856, Section 36, Block A, G.C. & S.F. RR Co. Survey, Abstract 683, and Section 4, Block D-3, G.C. & S.F. RR Co. Survey, Abstract 859, all in Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the South line of said Section 37 and the North line of said Section 4, same being the Southeast corner of that tract described in County Clerk's File Number 20097374, Official Public Records of Lubbock County, Texas, from which the Southwest corner of said Section 37 bears N. 88°33'23" W. a distance of 12.00 feet;

THENCE S. 01°03'21" W. a distance of 50.00 feet to a point in the South right-of-way line of F.M. Highway 1294 for the Southeast corner of this tract;

THENCE N. 88°33'23" W, along the South right-of-way line of F.M. Highway 1294, along the current city limits as established by Ordinance 8647, a distance of 2644.29 feet to the Southwest corner of this tract;

THENCE N. 01°13'55" E., along the current city limits as established by Ordinance 2005-00063 a distance of 3682.06 feet to the Northwest corner of that tract described in County Clerk's File Number 20097374;

THENCE S. 88°33'22" E. a distance of 2636.33 feet to the Northeast corner of that tract described in County Clerk's File Number 20097374;

THENCE S. 01°17'53" W., along the East line of said Section 38, a distance of 2096.81 feet to a point;

THENCE S. 88°44'48" E. a distance of 5.51 feet to a point in the West line of a 5.01 acre tract described in Volume 7712, Page 99, Official Public Records of Lubbock County, Texas;

THENCE South 01°03'21" West, a distance of 1535.27 feet to the Point of Beginning;

SECTION 2. THAT the service plan attached hereto as Exhibit "B" and incorporated herein by reference for all purposes was submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved as part of this Ordinance.

SECTION 3. THAT the City Engineer is hereby authorized and directed to immediately correct the map of the City of Lubbock by adding thereto the additional territory annexed by this Ordinance, indicating on the map the date of annexation and the number of this Ordinance. The City Secretary and the City Engineer shall each keep in their respective offices an official map of the City of Lubbock showing the boundaries of the municipal corporation, including this annexation.

SECTION 4. THAT this Ordinance shall be effective thirty (30) days after final passage by the City Council.

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

SECTION 6. 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 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:



Justin D. Pruitt, Assistant City Attorney

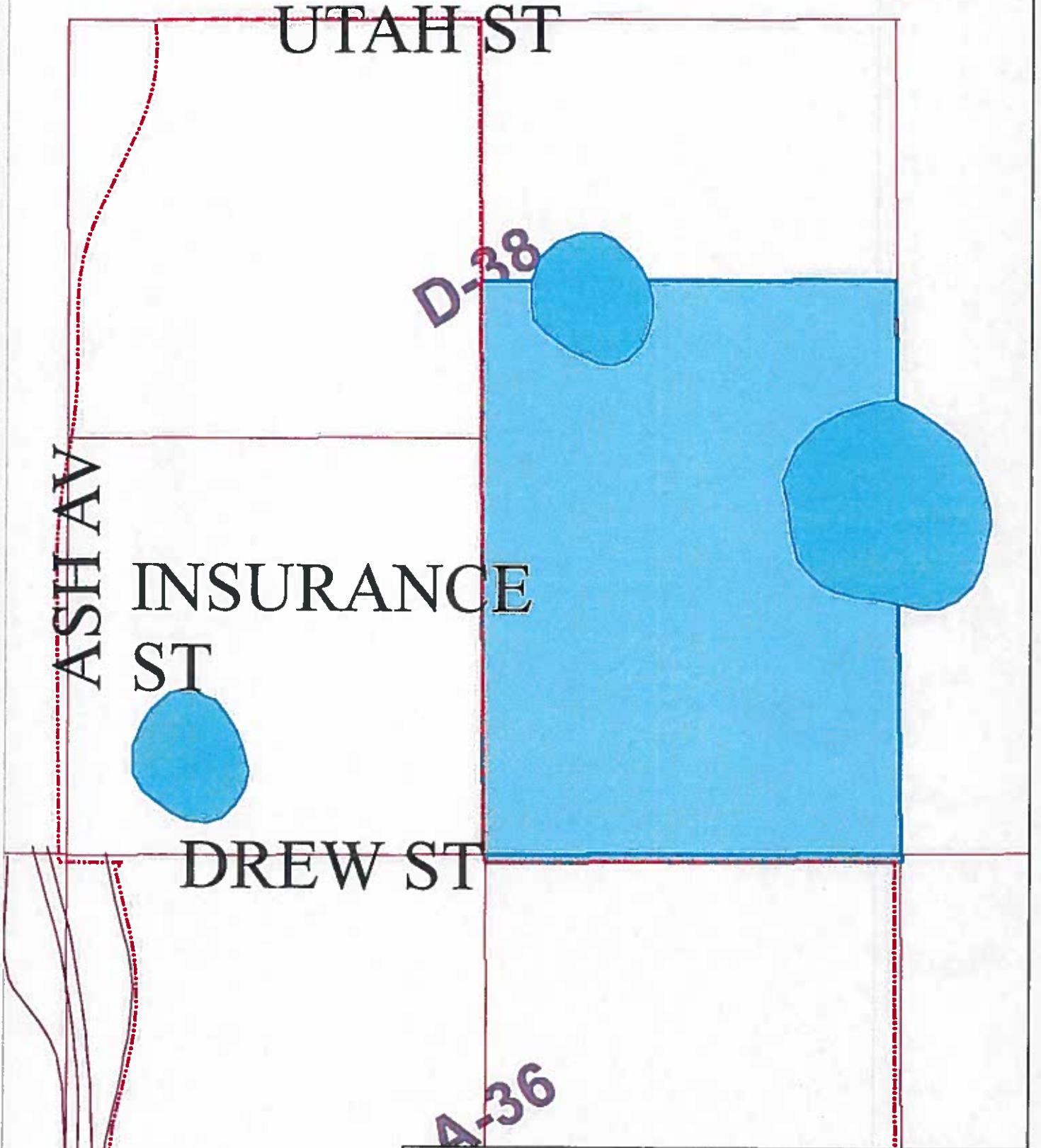
vw:ccdocs/Ord.Annex-Rail Port Phase II
June 23, 2015



EXHIBIT A

Legend

-  Lubbock City Limits
-  Future Annexation



Planning Department

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.

MUNICIPAL SERVICE PLAN

FIRE

Existing Services: None

Services to be Provided: Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station No.2, located at 1515 E Ursuline St. Station 2 is approximately 6 miles from the intersection of Interstate 27 and East FM 1294 with an approximate response time of 8 minutes. Fire suppression activities can be afforded to the annexed area within current budget appropriation with a less than desirable response time. Adding an additional fire station to cover this area is a challenge without further development for justification. Fire prevention activities will be provided by the Fire Marshal's office as needed.

POLICE

Existing Services: None

Services to be Provided: Currently, the area is under the jurisdiction of the Lubbock County Sheriff's Office. However, upon annexation, the City of Lubbock Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

EMS

Existing Services: None

Services to be Provided: the City of Lubbock does not provide Emergency Medical Services; such services are provided by Lubbock County Hospital District and private providers.

BUILDING INSPECTION

Existing Services: None

Services to be Provided: The Building Inspection Department will provide code enforcement services upon annexation. This includes issuing building, electrical and plumbing/mechanical permits for any new construction and remodeling, and enforcing all other applicable codes which regulate building construction within the City of Lubbock.

ANIMAL SERVICES

Existing Services: None

Services to be Provided: Animal control services will be provided to the area as needed. The City of Lubbock Animal Services Department will implement the enforcement of the City of Lubbock's animal control ordinances and regulations upon the effective date of the annexation. It is anticipated that such services can be provided with current personnel and budget appropriation.

STREET

Existing Services: Lubbock County Public Works

Services to be Provided: Maintenance to the street facilities will be provided by the City of Lubbock upon the effective date of the annexation. It is anticipated that this service can be provided within the current budget appropriation.

STREET LIGHTING

Existing Services: None

Services to be Provided: The City of Lubbock will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided: Upon annexation and in conjunction with the platting process, Traffic Engineering will identify and install required traffic signs to be installed at the developer's expense. Other regulatory traffic control devices will be provided after appropriate studies indicate the data meets the minimum requirements as set forth in the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and as budget permits.

STORM WATER MANAGEMENT

Existing Services: City maintains jurisdiction of playa lakes within the ETJ.

Services to be Provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. The landfill will be able to handle this request. The annexation will have little impact to the landfill.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of Lubbock's established policies governing extension of municipal services to newly annexed areas. This includes parks and other publicly owned facilities.



Regular City Council Meeting

7. 6.

Meeting Date: 07/23/2015

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing the City Manager, or his designee, to negotiate with Golf Hub of Lubbock for a license agreement to construct, maintain and operate a golf driving range and practice facility with concessions in McAlister Park.

Item Summary

As stated above.

Fiscal Impact

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution - McAlister Park

McAlister Park Lease and Map

RESOLUTION

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

SECTION 1. THAT the City Manager is hereby authorized and directed to negotiate for and on behalf of the City of Lubbock, a License Agreement between the City of Lubbock and Golf Hub of Lubbock, for the purpose of constructing, maintaining, and operating a golf driving range and practice facility with concessions located in McAlister Park, according to the general terms as specified in Attachment A.

SECTION 2. THAT the finalized License Agreement shall be subject to subsequent City Council approval.

SECTION 3. THAT because McAlister Park has received state funding and land for park development and operation, upon receiving the approval of the City Council, the License Agreement shall not be valid until subsequent approval is granted by the Texas Parks and Wildlife Department.


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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Scott Snider, Assistant City Manager

APPROVED AS TO FORM:



Laura Pratt, Assistant City Attorney

Resolution - Golf Hub of Lubbock Negotiations 7.9.15
July 9, 2015

GROUND LEASE PROPOSAL

Landlord: City of Lubbock

Tenant: To Be Determined Golf Entity

Property: Approximately 18 acres located at McAlister Park
See attached aerial photograph

Use of Property: Golf Academy/driving range with restaurant and bar

Rent: Upon opening for business - \$100,000 (paid monthly) with 1% annual increase thereafter.

Term: 20 years

Options: 25 (5) year options

Type of Lease: Absolute net
All expense associated with the property (with the exception of the ring road maintenance) shall be paid by Tenant.

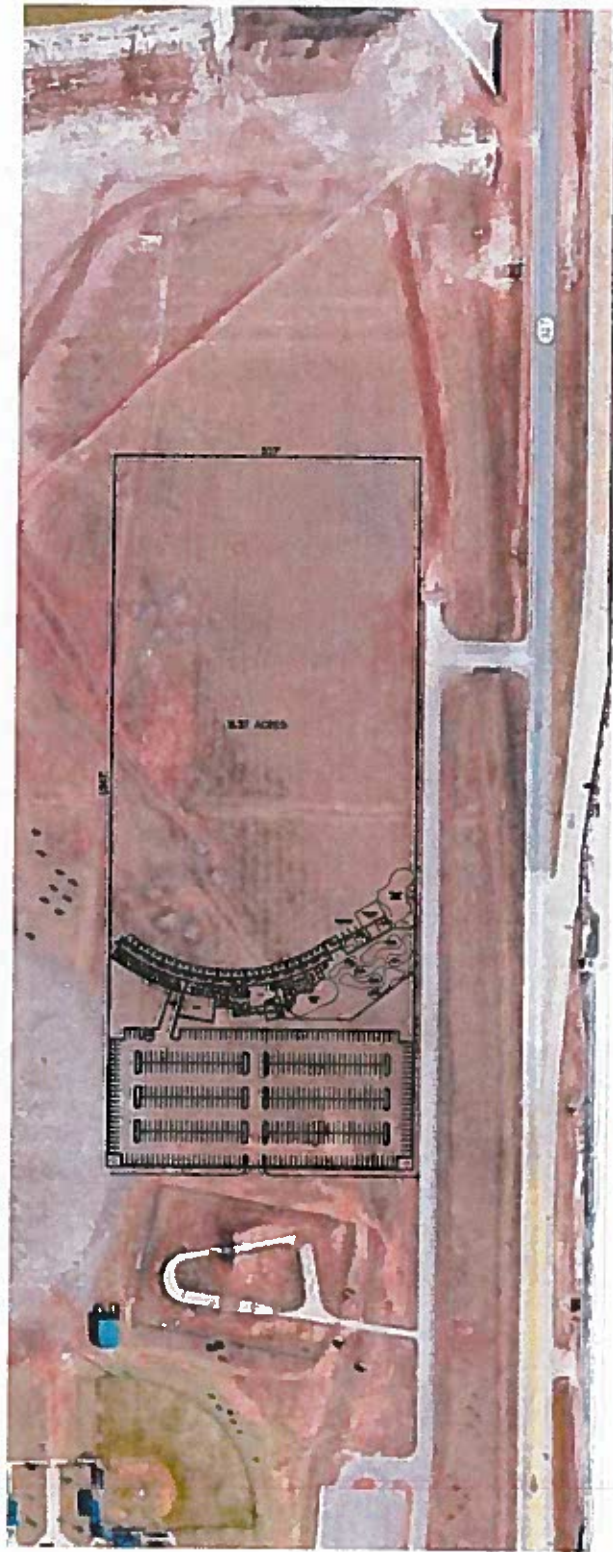
Special Provisions: Tenant's property will be east of the Hummer track. Also, Tenant will construct a screening barrier using fences and landscaping on Tenant's west property line.

Date: 6/29/2015
To: Lubbock City Council
Subject: Golf Project at McAlister Park

We have met with council members, assistant city attorneys and Scott Snider to identify the various concerns with our project. Below are the itemized concerns as well as our plan of action to address each concern:

1. THE SALE OF ALCOHOLIC BEVERAGES IN A CITY PARK ADJACENT TO BALL FIELDS.
We have agreed to move our project further east and provide a screening fence with landscaping. We have received a letter from Western Little League expressing their support of our project.
2. THE VALUE OF THE LAND.
We have received an appraisal in the amount of \$495,000. Our annual rent of \$100,000 will provide the city with an annual return of over 20%. The rent will be reinvested back into McAlister Park. Additionally, we have agreed to increase the rent to \$100,000 starting in year one. This gives the city an additional \$100,000 in rent over the first two years.
3. THE SALE OF MEMBERSHIPS.
We agree not to sell memberships which would allow preferential treatment over any individual desiring to use the facility. Customers will be served on a first come first served basis. The only reservations taken will be for lessons and corporate/group events.
4. LEGAL ISSUES OPERATING IN A CITY PARK.
We will agree to give the city the right to approve the operator of the facility, approve the owner or buyer of the facility, audit our annual budget, take possession of the facility if abandoned, require the facility to be properly maintained, approve our fees and schedule as are typical for private entities operating in a city park.

Hopefully this adequately addresses your issues and we are available to participate in any discussions you desire.



SITE PLAN

SCALE: 1" = 200' 0"





Regular City Council Meeting

7.7.

Meeting Date: 07/23/2015

Information

Agenda Item

Resolution - City Manager: Consider a resolution approving and confirming the appointment of Jerry Brewer as Interim Police Chief of the City of Lubbock, said appointment having been made by the City Manager on June 26, 2015.

Item Summary

As stated above.

Fiscal Impact

Staff/Board Recommending

James Loomis, City Manager

Attachments

Resolution - Jerry Brewer

RESOLUTION

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

THAT the City Council of the City of Lubbock hereby approves and confirms the appointment of Jerry Brewer as interim Police Chief of the City of Lubbock on June 26, 2015, by City Manager James Loomis. The appointment shall be effective until such time as a new police chief is appointed.

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



James Loomis, City Manager

APPROVED AS TO FORM:



Laura Pratt, Assistant City Attorney

Resolution - Interim Police Chief 6.29.15
6.29.15



Regular City Council Meeting

7. 8.

Meeting Date: 07/23/2015

Information

Agenda Item

Board Appointments - City Secretary: Consider six appointments to the Building Board of Appeals, one appointment to the Canadian River Municipal Water Authority, four appointments to the Civic Lubbock, Inc. Board of Directors, five appointments to the Lubbock Water Advisory Commission, and one appointment to the Planning and Zoning Commission.

Item Summary

As stated as above.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Board Appoinments - Regular Session

**BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, JULY 23, 2015 - REGULAR SESSION**

Officer of City		Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
	1	CIVIC LUBBOCK, INC. BOARD OF DIRECTORS	MITTEMEYER, MARY BETH	8/1/2015	N/A	CITIZEN	REPLACE	N/A
			MORENO, EDDIE	8/1/2015	N/A	CITIZEN	REPLACE	N/A
			PRICE, PHIL	8/1/2015	82%	CITIZEN	REAPPOINT	Y
			TRAYLOR, IDRIS	8/1/2015	91%	CITIZEN	REAPPOINT	Y
	2	LUBBOCK WATER ADVISORY COMMISSION	COLLINS, JAMES	8/1/2015	100%	CRMWA	REAPPOINT	Y
			HOUSE, JAY	8/1/2015	100%	CITIZEN	REAPPOINT	Y
			McCAIN, CARMON	8/1/2015	67%	HPUWD	REAPPOINT	Y
			PHILLIPS, RONALD	8/1/2015	100%	CITIZEN	REPLACE	Y
			SELL, GEORGE	8/1/2015	100%	CITIZEN	REAPPOINT	Y

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

Applicants No Preference

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
01/27/2011	Aguero	Olga	Female	Hispanic or Latino				1
11/03/2014	Alderson	David	Male	Anglo	50-59	Auto Dealer	Alderson Enterprises, LP	5
09/09/2014	Arnett	Claire	Female	Anglo	50-59	Education	Covenant School of Nursing	4
06/18/2010	Ashley	Kyle	Male	Anglo	40-49	CEO	Alliance Federal Credit Union	4
01/27/2011	Bass	Byrn	Male	Anglo				6
10/28/2010	Beck	Jim	Male	Anglo	50-59	Professor of Mission	Lubbock Christian University	6
01/14/2015	Been	Mattie	Female	Anglo	18-29	Director of Development	Texas Tech University Health Sciences Center	4
07/01/2003	Bennett	James	Male	Anglo	50-59		Economic Development	4
11/02/2010	Bentley	Donnie	Male	Anglo	60+	Owner	Don Bentley Roofing Co.	3
02/02/2010	Berry	Timothy	Male	Anglo	40-49	Paramedic	UMC Lubbock EMS	5
03/24/2010	Berryhill	Korbi	Female	Anglo		RN Instructor	South Plains College, Reese	5
11/01/2010	Beversdorf	Cynthia	Female	Anglo	40-49			5
10/27/2010	Beversdorf	Fredrick	Male	Anglo	50-59	Senior Training Instructor	Atmos Energy	5
10/28/2010	Billings	Toby	Male	Anglo	30-39	Custodial Staff	Broadway Church of Christ	1
10/28/2010	Bosscher	Karen	Female	Anglo	50-59	Business Manager	Hemmo A. Bosscher, MD.	4
10/26/2010	Bryant	Gary	Male	African-American	40-49	House Manager	Lubbock Faith Center	2
02/06/2014	Carlson	Paul	Male	Anglo				7
10/28/2010	Clayton	Letitia	Female	Anglo	40-49	Orthopedic Tech	Dr. Kenneth Stephenson	5
07/06/2009	Coppola	Martin	Male	Anglo	40-49	Associate Professor & Program Director	Texas Tech HSC	5
10/25/2010	Craig	Karl	Male	Anglo	60+			5
07/22/2004	Craig	Mickey	Male	Anglo	60+		Retired	2
11/15/2010	Dingle	Darnell	Female	Anglo	60+			5
09/06/2006	Dirks	James	Male	Anglo	60+	Architect	Cox/Dirks Architects P.C.	5
01/14/2010	Dulin	Jim	Male	Anglo	60+	Judge	Lubbock County	4
01/15/2015	Dumas	Seanloui	Male	African-American	18-29	CEO	Unite Clothing	7
02/15/2010	Eggenberger	Florence	Female	Anglo	60+			6
11/29/2010	Elliott	John	Male	Anglo	60+	Banking	Southwest Bank	4
01/14/2010	Epps	Mike	Male	Anglo	50-59	CFO	American State Bank	5
11/02/2010	Finley	Kathleen	Female	Anglo	40-49	Captain	Lubbock Co. Sheriff's Office	4
10/27/2010	Ford	Laura	Female	Hispanic or Latino	30-39	Clinic Manager	Lubbock Regional MHMR	1
12/01/2010	Gerlach	Mary	Female	Anglo	40-49			3
10/29/2010	Gifford	Gretchen	Female	Anglo	18-29	Legal Secretary	Buerner, Dennis, & Franklin	4
11/08/2010	Green	Velda	Female	Anglo	50-59	Non-Profit Relations		5
04/19/2010	Griswold	Mary	Female	Anglo	50-59	Activities/Education Director	Redr Frame & Art	4
01/15/2015	Guetersloh	Mary	Female	Anglo	60+		Self-Employed	7
03/05/2008	Hamer	Darla	Female	Anglo	40-49	Banker	Peoples Bank	6

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
01/27/2011	Hamilton	Charlie	Male	Anglo				4
09/11/2014	Harvey	Larry	Male	Anglo	50-59	Architect	Chapman Harvey Architects, Inc	4
08/23/2005	Harvill	Natalie	Female	Anglo	30-39	Structural Engineer	Parkhill, Smith & Cooper	5
01/14/2010	Henry	Alan	Male	Anglo	60+	Insurance Agent	Alan Henry Insurance	3
06/10/2009	Henson	Matthew	Male	Anglo	30-39	Self Employed	Matt Henson Inc.	5
11/11/2010	Herrera	Gilbert	Male	Hispanic or Latino	60+	Evangelist	Gilbert Herrera Evangelistic Association	4
11/15/2010	Jackson	Emma	Female	African-American	60+			2
02/22/2010	Jackson	Winnie	Male	Anglo	60+	Retired Minister		4
11/01/2010	Kinserlow	Ray	Male	Anglo	60+			4
09/09/2014	Lavery	Peter	Male	Anglo	60+	Dept. Director UMC	UniversityMedical Center	1
12/08/2010	Madison	Harvey	Male	Anglo	60+	Photography	Madison Photography	4
08/22/2013	McCarty	Charlotte	Female	African-American	40-49	Self employed	Lil' Precious	6
10/27/2011	McDonald	Carroll	Male	Anglo	60+			1
10/27/2011	McDougal	Marc	Male	Anglo	40-49		McDougal Companies	4
12/24/2014	McDougal	Michael	Male	Anglo	40-49	CEO	McDougal Capital	3
11/09/2010	Mitchell	Walter	Male	Anglo	30-39	Pastor	Westminister Presbyterian Church	4
11/30/2010	Morton	Philip	Male	Anglo	30-39	Associate Director	Texas Tech	5
10/27/2011	Musselman	Robert	Male	Anglo				6
01/10/2002	Noble	Brent	Male	Anglo			Service Title	4
01/15/2015	Osborne	John	Male	Anglo	40-49	President & CEO	LEDA / MLI	7
11/05/2010	Perry	Wilson	Male	African-American	50-59		City of Lubbock	1
11/01/2010	Pickett	Benjamin	Male	Anglo	40-49	Associate Minister	Monterey Church of Christ	4
09/09/2014	Pierce	Tim	Male	Anglo	50-59	Executive Director	South Plains A	5
12/01/2006	Podrebartz	Keith	Male	Anglo	30-39	Counselor	Texas Tech University	1
05/23/2013	Porter	Karen	Female	Anglo	40-49			2
	Putteet	Janis	Female	Anglo		Vice President	United Way - Lubbock	
08/01/2003	Rangel	Andrea	Female	Hispanic or Latino	40-49		South Plains College	5
11/01/2010	Read	Alan	Male	Anglo	60+	Agent	AFLAC	5
09/09/2014	Riley	Nolan	Male	American Indian	30-39	Optometrist / Business Owner	8067931927	7
	Rios	Roy	Male	Hispanic or Latino			Women's Protective Services	2
04/29/2008	Schmedes	Gregg	Male	Anglo		Medical Student	Texas Tech	6
05/27/2010	Smith	David	Male	Anglo	30-39	Construction Director	Lee Lewis Construction	5
06/28/2012	Spitzer	Michelle	Female	Anglo	50-59	CFO	Sunwest Construction Inc.	4
04/01/2008	Stephens	Sherry	Female	Anglo	30-39	Administrative Assistant	High Plains Water District	5
05/17/2012	Stephenson	Pat	Male	Anglo	50-59	Service Manager	Bruce Thornton Air Conditioning	4
01/27/2011	Stevens	Mike	Male	Anglo				5
11/01/2010	Swoboda	Tami	Female	Anglo	40-49	Grants & Communications	Lubbock Area Foundation	3

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
08/08/2013	Walz	Donna	Female	Anglo				5
12/01/2006	Walz	John	Male	Anglo	60+	Attorney	Retired	5
09/09/2014	Wierzba	Susan	Female	Anglo	40-49	Partner/ Director	Commodity Export Corporation	5
10/06/2006	Wilkerson	David	Male	Anglo	40-49	Real Estate Developer	Wilkerson Properties	5
08/14/2014	Wilkes	Morris	Male	Anglo				6
12/02/2010	Williams	Shirley	Female	African-American	60+	Career Consultant	Workforce Solutions	2
02/24/2010	Woodward	Tracey	Female	Anglo	50-59	Registered Nurse	Covenant School of Nursing	4
11/20/2007	York	Martha	Female	Anglo		Real Estate Broker	The Real Estate Company	5
	Young	Andy	Male	Anglo				5

CIVIC LUBBOCK, INC.
BOARD OF DIRECTORS

<u>ETHNICITY</u>	<u>Lubbock Population</u>	<u>Lubbock Adult Population</u>	<u>All City Boards</u>	<u>This Board</u>
Anglo	55.0%	61.0%	78.6%	81.8% (9)
Hispanic	32.6%	27.6%	9.8%	18.2% (2)
African-American	8.7%	7.4%	8.3%	0.0% (0)
Other	3.7%	4.0%	3.3%	0.0% (0)

GENDER

Male	48.5%	47.0%	72.6%	63.6% (7)
Female	51.5%	53.0%	27.4%	36.4% (4)

GEOGRAPHIC DISTRIBUTION

District 1	16.1%	17.3%	8.3%	18.2% (2)
District 2	16.4%	15.2%	4.8%	0.0% (0)
District 3	16.3%	16.6%	12.5%	0.0% (0)
District 4	17.0%	16.7%	19.6%	36.4% (4)
District 5	16.7%	17.8%	34.0%	18.2% (2)
District 6	17.3%	16.4%	18.2%	27.3% (3)
Other/Unknown	0.0%	0.0%	2.6%	0.0% (0)

PURPOSE:

To provide general direction of Civic Lubbock, Inc., a non-profit corporation, with authority to make decisions pursuant to the activities of the corporation; activities of the corporation include the fostering and promotion of cultural, educational and entertainment activities at the Lubbock Memorial Civic Center and Municipal Auditorium-Coliseum and managing the beverage concession operations in these facilities.

REQUIREMENT: Members shall be residents of the City of Lubbock.

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Mittmeyer, Mary Beth (F,A,5)	N/A	N/A	Replace
Moreno, Eddie (M,H,1)	N/A	N/A	Replace
Price, Phil (M,A,4)	82%	Y	Reappoint
Traylor, Idris (M,A,4)	91%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Mary Beth Mittmeyer:

Peter Hur (M,O,5)

To replace Eddie Moreno:

Grace Garza (F,H,1) First Care Health Plans

To reappoint Phil Price and Idris Traylor

**City of Lubbock
Board and Commission Recruiting Database**

Updated: 7/8/2015

Civic Lubbock Inc.

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
First Preference								
09/09/2014	Eppler	James	M	A	30-39	News Anchor	Fox 34	5
07/07/2015	Garza	Grace	F	H	50-59	Health Educator	FirstCare Health Plans	1
07/06/2015	Hur	Peter	M		40-49			5
09/10/2014	Jackson	Hannah	F	A	30-39	Music Teacher / Musician	Songbird Music Studio	5
06/15/2015	Rose	Joe	M	A	60+	Consultant	Rosetta Partners, LLC	3
03/21/2013	Smith	Peter	M	A	30-39	Banker	Happy State Bank	4
04/28/2015	Valderaz	Monica	F	H	40-49	Bank Officer -Fraud	Plains Capital Bank	6
11/25/2013	Wells	Craig	M	A	60+	Vp Business Development	Happy State Bank	4
04/28/2015	Wooden	Cassandra	F		30-39	Help Desk Administrator	PlainsCapital Bank	4
Second Preference								
02/03/2015	Dial	Reggie	M	AA	30-39	Program Manager	(806) 747-5937	4
05/14/2015	Duarte	Efrain	M	H	18-29	Marketing & Volunteer Coordinator	Catholic Charities of Lubbock	1
05/21/2014	Knowles	Renessa	F	A	40-49	Mortgage Banker	Peoples Bank	5
09/09/2014	Larson	Bradley	M	A	60+	Semi-Retired corporate finance executive		5
09/12/2014	Lauer	Chris	M	A	30-39	Regional Manager	HB Construction	5
05/15/2014	McGough	Allison	F	A	40-49	Director of Local Outreach	First United Methodist Church	5
Third Preference								
05/19/2015	Church	Cory	M	A	18-29	Registered Nurse	Covenant Health School of Nursing	4
11/18/2014	Elrod	Shannon	F	A	30-39	Director of Talent Management	United Supermarkets	5
06/01/2015	Lonngren	Chris	M	A	50-59	Restaurant Operator	Schlotszky's	6
Fourth Preference								
09/09/2014	Grimstead	Tricia	F	A	30-39	Apartment Owner	AG Rentals, LTD	5
09/09/2014	Jackson	Mike	M	A	40-49	Commercial Banker	Happy State Bank	5
01/28/2014	KEEL	JAMES	M	A	30-39	REGISTERED NURSE	STARCARE	3
Fifth Preference								

City of Lubbock
Board and Commission Recruiting Database

Updated: 7/8/2015

Civic Lubbock Inc.

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
Sixth Preference								
04/28/2015	Davis	Jason	M	A	30-39	Vice President - Bank Software	PlainsCapital Bank	4

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Member			Don Caldwell Productions	<i>Curr:</i> 08/01/2013-08/01/2017	N
Citizen	N	PO Box 2526	PO Box 2526	<i>2nd:</i> 08/01/2009-08/01/2013	
Caldwell		Lubbock, TX 79408	Lubbock, TX 79408	<i>Ist:</i> 10/13/2005-08/01/2009	
Mr. Don					
<i>Email:</i>	N	8068284104	(806) 747-7047	<i>Fax:</i> (806) 747-5671	
doncaldprod@sbcglobal.net	N	8067901011			
Member				<i>Curr:</i> 08/01/2014-08/01/2018	N
Citizen	N	P.O. Box 5911		<i>2nd:</i> 09/27/2010-08/01/2014	
Gutierrez		Lubbock, TX 79408		<i>Ist:</i>	
Mr. Rafael					
<i>Email:</i>	N	7132057260		<i>Fax:</i>	
Vice Chair				<i>Curr:</i> 08/01/2013-08/01/2017	N
Citizen	Y	6914 Nashville Dr		<i>2nd:</i> 08/01/2009-08/01/2013	
Haragan		Lubbock, TX 79413		<i>Ist:</i> 12/13/2005-08/01/2009	
Dr. Donald					
<i>Email:</i>	Y	8067993459	8067420031	<i>Fax:</i> 8067421805	
don.haragan@ttu.edu			don.haragan@ttu.edu		
Member			The Copy Outlet / Miss	<i>Curr:</i> 08/28/2014-08/01/2018	Y
Citizen	N	4407 8th Street	Social Butterfly	<i>2nd:</i>	
Lansdell		Lubbock, Texas 79416	2402 Broadway	<i>Ist:</i>	
Mrs. Kendra			Lubbock, Texas 79401		
<i>Email:</i>	N	(806) 799-4689	(806) 744-7772	<i>Fax:</i> (806) 741-1051	
msocialbutterfly@gmail.com	N	(806) 789-8587	msocialbutterfly@gmail.com		
Chair			Advanced Graphix	<i>Curr:</i> 08/01/2014-08/01/2018	Y
Citizen	Y	4005 95th Street	520 23rd Street	<i>2nd:</i> 12/15/2010-08/01/2014	
Massengale		Lubbock, TX 79423	Lubbock, TX 79404	<i>Ist:</i>	
Ms. Stephanie					
<i>Email:</i>	N	8067980237	8067449998	<i>Fax:</i> 8067442888	
stephanie@advancedgraphix.net	Y	8064386644	stephanie@advancedgraphix.net		
Member				<i>Curr:</i> 08/01/2011-08/01/2015	N
Citizen	Y	4637 89th St		<i>2nd:</i> 08/01/2007-08/01/2011	
Mittmeyer		Lubbock, TX 79424		<i>Ist:</i>	
Ms. Mary Beth					
<i>Email:</i>	Y	8067944200		<i>Fax:</i>	
bmittmeyer@suddenlink.net	Y	8069281372			
Member				<i>Curr:</i> 08/01/2011-08/01/2015	N
Citizen	N	3302 Grinnell		<i>2nd:</i> 08/01/2007-08/01/2011	
Moreno		Lubbock, TX 79415		<i>Ist:</i>	
Mr. Eddie					
<i>Email:</i>	N	8067625654	8067482416	<i>Fax:</i>	
e80moreno@yahoo.com	N	8064381120			
Member				<i>Curr:</i> 08/01/2013-08/01/2017	Y
Citizen	Y	4611 18th St		<i>2nd:</i>	
Prather		Lubbock, TX 79416		<i>Ist:</i>	
Ms. Sammie					
<i>Email:</i>	Y	8067954563		<i>Fax:</i>	
scpeep@gmail.com					
Member				<i>Curr:</i> 09/08/2011-08/01/2015	Y
Citizen	N	4226 97th Place		<i>2nd:</i>	
Price		Lubbock, TX 79423		<i>Ist:</i>	
Mr. Phil					

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
<i>Email:</i>	N	8067944288	8067635033	<i>Fax:</i>	
Member				<i>Curr:</i>	03/26/2015-08/01/2018
Citizen	Y	5809 94th Street	GRACO Real Estate Development, Inc.	<i>2nd:</i>	Y
Seideman		Lubbock, TX 79424	P.O. Box 65207	<i>1st:</i>	
Mr. Jacob			Lubbock, TX 79464		
<i>Email:</i>	Y	(806) 771-5780	8067459718	<i>Fax:</i>	
jake.seideman@gmail.com					
Member				<i>Curr:</i>	08/01/2011-08/01/2015
Citizen	N	3601 63rd Drive		<i>2nd:</i>	
Traylor		Lubbock, TX 79413		<i>1st:</i>	
Dr. Idris					
<i>Email:</i>	N	8067959823		<i>Fax:</i>	

LUBBOCK WATER ADVISORY COMMISSION

	<u>Lubbock Population</u>	<u>Lubbock Adult Population</u>	<u>All City Boards</u>	<u>This Board</u>
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	78.6%	88.9% (8)
Hispanic	32.6%	27.6%	9.8%	11.1% (1)
African-American	8.7%	7.4%	8.3%	0.0% (0)
Other	3.7%	4.0%	3.3%	0.0% (0)
<u>GENDER</u>				
Male	48.5%	47.0%	72.6%	88.9% (8)
Female	51.5%	53.0%	27.4%	11.1% (1)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	17.3%	8.3%	11.1% (1)
District 2	16.4%	15.2%	4.8%	0.0% (0)
District 3	16.3%	16.6%	12.5%	11.1% (1)
District 4	17.0%	16.7%	19.6%	44.4% (4)
District 5	16.7%	17.8%	34.0%	0.0%(0)
District 6	17.3%	16.4%	18.2%	22.2% (2)
Other/Unknown	0.0%	0.0%	2.6%	11.1% (1)

PURPOSE:

Advisory board assists the City Council in reviewing acquisition and utilization of water resources, conservation, reuse of water resources, operating budgets, facilities and infrastructure needs, regional water needs, water and wastewater rates and fees, long-range water and wastewater planning efforts, and other water and wastewater related matters as designated by the City Council.

REQUIREMENTS: The Commission will consist of nine members, who shall be comprised of: a present or former member of the board of directors of Brazos River Authority; a present or former member of the board of directors of Canadian River Municipal Water Authority; a present or former member of the board of directors of High Plains Underground Water Conservation District #1; a present or former member of the board of directors of Llano Estacado Regional Water Planning Group; and five members-at-large.

APPOINTMENT INFORMATION:

<u>Member Name & Demographic Facts</u>	<u>Requirement</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Collins, James (M,A,4)	CRMWA	100%	Y	Reappoint
House, Jay (M,A,4)	Citizen	100%	Y	Reappoint

LWAC - CONTINUED:

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Requirement</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
McCain, Carmon (M,A,4)	HPUWD	67% ¹	Y	Reappoint
Phillips, Ronald (M,A,7)	Citizen	100%	Y	Replace
Sell, George (M,A,6)	Citizen	100%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To reappoint James Collins, Jay House, Carmon McCain, and George Sell

To replace Ronald Phillips:

Mandy Whitlock (F,H,2) Embassy Suites

¹ The Commission met 3 times during the most recent 12 months. Mr. McCain attended 2/3 meetings, and his 1 absence was excused by the Chair.

**City of Lubbock
Board and Commission Recruiting Database**

Updated: 6/24/2015

Lubbock Water Advisory Commission

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
First Preference								
09/09/2014	Burch	Douglas	M	A	40-49	CEO	Venture Connected, LLC	5
06/09/2009	Clark	Timothy	M	A	40-49	CADD Tech	Parkhill, Smith & Cooper	3
09/11/2014	Isom	Travis	M	A	18-29	Manager	Isom Company	3
Second Preference								
05/13/2010	Bruegel	Jon	M	A	18-29			4
08/13/2013	Schmidt	Karla	F	A	50-59			5
01/17/2013	Whitlock	Mandy	F	H	30-39	Director of Sales	Embassy Suites	2
Third Preference								
09/29/2014	Cheatham	Scott	M	A	50-59	Account Executive	Control Technologies, Inc.	3
05/01/2006	Coulter	Murray	M	A	60+		Retired Educator	4
05/01/2006	Davis	Edwin	M	A	50-59	Civil Engineer	Parkhill, Smith & Cooper	5
04/28/2015	Davis	Jason	M	A	30-39	Vice President - Bank Software	PlainsCapital Bank	4
08/25/2014	Tracy	Monica	F	H	30-39	Investigator	(806) 543-7279	2
Fourth Preference								
09/10/2014	Hardman	Brittain	M	A	60+	Retired		6
12/16/2014	Keister	Heather	F	A	30-39	Civil Engineer	Freese and Nichols	5
05/13/2008	Preston	Brent	M	A	18-29		1800JunkMax, RE Broker	4
11/09/2010	Wiggins	Gary	M	A	60+			3
Fifth Preference								
06/20/2012	Duncan	Lynne	F	A	50-59	Community Relations	Wentz Orthodontics	4
04/09/2010	Williams	Herbert	M	AA	40-49	Correctional Officer IV	TX Dept of Criminal Justice	2
Sixth Preference								
01/25/2015	Delony	John	M	A	30-39	Administrator, Instructor	Texas Tech School of Law, TTU, LCU	
03/04/2015	Seybert	Miles	M	A	18-29	Banker	First United Bank	

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Member BRA Brady Mr. Zachary	Y	3223 23rd Street Lubbock, TX 79410	Brady & Hamilton, LLP 1602 13th Street Lubbock, TX 79401	<i>Curr:</i> 08/01/2014-08/01/2016 <i>2nd:</i> 08/01/2012-08/01/2014 <i>Ist:</i> 08/26/2010-08/01/2012	Y
<i>Email:</i> zach@bhlawgroup.com	Y	8067851201	zach@bhlawgroup.com	<i>Fax:</i> (806) 771-3750	
Chair CRMWA Collins Mr. James	Y	#2 Tuscan Villa Circle Lubbock, TX 79423	Perdue, Brandon.. 1204 Ave R, Ste 200 Lubbock, TX 79401	<i>Curr:</i> 08/01/2013-08/01/2015 <i>2nd:</i> 08/01/2011-08/01/2013 <i>Ist:</i> 08/01/2009-08/01/2011	Y
<i>Email:</i> jcollins@pbfc.com	Y	8067893506	8067445091 jcollins@pbfc.com	<i>Fax:</i> 8067449953	
Member Citizen House Mr. Jay	Y	3916 100th Street Lubbock, TX 79423	Happy State Bank 4402 19th Street Lubbock, TX 79407	<i>Curr:</i> 08/01/2013-08/01/2015 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> jaychouse@att.net	Y	8066986120	8067942265	<i>Fax:</i>	
	Y	8064706163	jhouse@happybank.com		
Member Citizen Maunder Dr. A. Bruce	Y	4511 9th St Lubbock, TX 79416	National Sorghum Producers 4201 N. Interstate 27 Lubbock, TX 79403	<i>Curr:</i> 08/01/2014-08/01/2016 <i>2nd:</i> 08/01/2012-08/01/2014 <i>Ist:</i> 08/01/2010-08/01/2012	Y
<i>Email:</i> texasgreenbug@aol.com	Y	8067997018	8067493478 texasgreenbug@aol.com	<i>Fax:</i> 8067499002	
Member HPUWD McCain Mr. Carmon	N	8812 Elkridge Avenue Lubbock, TX 79423	High Plains Water District 2930 Avenue Q Lubbock, TX 79411	<i>Curr:</i> 07/24/2014-08/01/2015 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> info@hpwd.com	N	(806) 745-8565	(806) 762-0181	<i>Fax:</i> (806) 762-1834	
	N	(806) 786-9409	info@hpwd.com		
Member Citizen Phillips Mr. Ronald	Y	119 N Oakridge Lubbock, TX 79416	TTU-Ofc of the President PO Box 42005 Lubbock, TX 79409	<i>Curr:</i> 08/01/2013-08/01/2015 <i>2nd:</i> 08/01/2011-08/01/2013 <i>Ist:</i> 08/01/2009-08/01/2011	Y
<i>Email:</i> ronald.phillips@ttu.edu	Y	8067976008	8067422121 ronald.phillips@ttu.edu	<i>Fax:</i> 8067422138	
Member Llano Estacado Rainwater Dr. Ken	Y	3113 81st Street Lubbock, Texas 79423	Texas Tech University Box 41023 Lubbock, TX 79409	<i>Curr:</i> 08/01/2014-08/01/2016 <i>2nd:</i> 08/01/2012-08/01/2014 <i>Ist:</i>	Y
<i>Email:</i> ken.rainwater@ttu.edu	Y	8067457943	(806) 834-7775	<i>Fax:</i>	
	Y	8067893597	ken.rainwater@ttu.edu		
Vice Chair Sell Mr. George	N	4703 16th St Lubbock, TX 79416		<i>Curr:</i> 08/01/2013-08/01/2015 <i>2nd:</i> 08/01/2011-08/01/2013 <i>Ist:</i>	Y
<i>Email:</i> george.sell16@gmail.com	N	8067954668	8066741216 george.sell16@gmail.com	<i>Fax:</i>	
Member Citizen Trejo Mrs. Maggie	Y	3013 2nd Place Lubbock, TX 79415		<i>Curr:</i> 08/01/2014-08/01/2016 <i>2nd:</i> 08/01/2012-08/01/2014 <i>Ist:</i>	Y

Confidential

Home

Business

*Reappt
Elig.*

Email:
chrh@suddenlinkmail.com

Y **8067623243**

Fax:



Regular City Council Meeting

7. 9.

Meeting Date: 07/23/2015

Information

Agenda Item

Board Appointments - City Secretary: Consider nine appointments to the City of Lubbock Oil and Gas Advisory Review Committee (ARC).

Item Summary

Per Section 8.07.008, of the Code of Ordinances, the City has "created and established a city oil and gas advisory committee to be officially designated as the 'City of Lubbock Oil and Gas Advisory Review Committee,' hereinafter referred to as the 'ARC'."

Composition of 9 Members:

- 1 Petroleum Engineer
- 1 Lubbock Water Advisory Commission Member
- 1 Oil and Gas Industry Operator
- 1 Board of Health Member
- 5 Lubbock Citizens

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Ord. No. 2015-00021

ORDINANCE NO. 2015-O0021

AN ORDINANCE AMENDING ARTICLE 8.07 (OIL AND GAS DRILLING) OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, AMENDING PROVISIONS TO ENCOMPASS CURRENT STATE LAW AND PRACTICES, INCREASING THE OVERALL LIMITS FOR INSURANCE AND ESTABLISHING A MINIMUM INSURANCE RATING REQUIREMENT, INCREASING THE PENALTY FINE LIMIT, CREATING AN OIL AND GAS ADVISORY COMMITTEE AND PROVIDE FOR ITS REVIEW OF OIL GAS PERMIT APPLICATIONS, AMENDING PERMIT APPLICATION PROCEDURES AND REQUIREMENTS, AMENDING SETBACK STANDARDS, LIMITING THE HOURS OF OPERATION, INCREASING THE PERMIT APPLICATION FEE, REQUIRING A CLOSED LOOP SYSTEM FOR CERTAIN WELLS, ESTABLISHING REGULATIONS FOR HYDROGEN SULFIDE PRODUCING WELLS, ESTABLISHING REQUIREMENT FOR FRESH WATER WELL TESTING, AND CONFORMING THE ORDINANCE TO THE STANDARDS AND CONVENTIONS OF THE REMAINDER OF THE CODE OF ORDINANCES; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, on October 22, 1959, the City Council of the City of Lubbock, Texas, adopted Ordinance Number 2939 creating Chapter 19A Oil and Gas Drilling, a cumulative chapter for all other ordinances regulating oil and gas drilling within the city limits of the City of Lubbock, Texas; and

WHEREAS, on May 28, 1982, the City Council of the City of Lubbock, Texas, made substantial changes to the original Chapter 19A through its enactment of Ordinance Number 8327; and

WHEREAS, the City Council of the City of Lubbock, Texas, made minor amendments to these provisions through Ordinance Number 8632 on July 12, 1984, Ordinance Number 9170 on February 15, 1988, and Ordinance Number 2004-O0055 on May 25, 2004; and

WHEREAS, the State of Texas, through its primary oil and gas regulatory agency, the Railroad Commission, has issued numerous state permits under its statutes, regulations, and codes for the exploration, drilling, and production of oil and gas within the city limits; likewise, the City of Lubbock has also issued local permits under its ordinances for the exploration, drilling, and production of oil and gas within the city limits; and

WHEREAS, the oil and gas industry has recently grown at an increased rate in the State of Texas due to new technological developments and advancements in methods within the oil and gas industry, including recent methods of hydraulic fracturing and horizontal drilling; and

WHEREAS, the exploration, development, and production of oil and gas in the City of Lubbock, Texas, is an activity which necessitates reasonable regulation to ensure that all

property owners, mineral, and otherwise, have the right to peaceably enjoy their property and its benefits and revenues; and

WHEREAS, recognizing the need to remain vigilant and proactive in determining and establishing reasonable and uniform limitations, safeguards, and regulations, for present and future operations related to the exploring, drilling, developing, producing, and transporting, and storing of oil and gas within the City of Lubbock, Texas, the City Council of the City of Lubbock, in order to protect the health, safety, and general welfare of the public, wishes to minimize the potential impact to the property and mineral rights owners, to protect the quality of the environment, and to encourage the orderly production of available mineral resources; and

WHEREAS, on May 9, 2013, the City Council of the City of Lubbock, Texas, by resolution, created the Oil and Gas Citizen Advisory Committee to study and report back to the City Council of the City of Lubbock, Texas, with a thorough analysis of the current methods of exploration, development, and production of oil and gas, including methods of hydraulic fracturing and horizontal drilling, within the City of Lubbock, Texas, and further make detailed recommendations to the City Council of the City of Lubbock, Texas, of the necessary regulatory amendments to the current oil and gas ordinance and the permitting process in response to the analysis; and

WHEREAS, the Oil and Gas Citizen Advisory Committee met ten times in order to meet the charge given to them by the City Council of the City of Lubbock, Texas, and over the course of these meetings, it heard presentations from staff, the Lubbock Board of Health, representatives from the oil and gas industry, representatives from other municipalities, and several citizens of the City of Lubbock; and

WHEREAS, the Oil and Gas Citizen Advisory Committee voted on September 29, 2014, on its final recommended changes to the oil and gas ordinance; and

WHEREAS, the chair of the Oil and Gas Citizen Advisory Committee presented these recommendations to the City Council of the City of Lubbock on December 4, 2014; and

WHEREAS, the City Council of the City of Lubbock, Texas finds and determines that it is in the best interest of the health, safety, and welfare of the citizens of the City of Lubbock to make the following amendments to Chapter 8 of the Code of Ordinances of the City of Lubbock; NOW, THEREFORE,

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

SECTION 1. THAT, Article 8.07 (Oil and Gas Drilling) of the Code of Ordinances, City of Lubbock, Texas, is hereby repealed and the following provisions are enacted in its place and stead:

ARTICLE 8.07 OIL AND GAS DRILLING

Division 1. Generally

Sec. 8.07.001 Definitions

For the purposes of this article the following words and terms wherever and whenever used or appearing herein shall have the scope and meanings hereinafter defined and set out in connection with each.

City Manager shall mean the City Manager or his or her designee.

Lease as that term is used herein shall mean any tract of land subject to an oil, gas and mineral lease or other oil and gas development contract, or any unit composed of several tracts and leases, but operated as one lease, and any tract of land in which the minerals are owned by an operator or someone holding under it or him, but which, due to the free royalty ownership, is developed and operated as a separate tract.

Model operating agreement shall be contained within the current approved American Association of Petroleum Landmen form.

Permittee shall mean the person to whom is issued a permit for the drilling and operation of a Well under this article, and his administrators, executors, heirs, successors and assigns.

Production unit shall mean the acreage assigned to a unit by the operator of that unit and approved by the City Council, for the drilling of a Well. The declaration and approval of a production unit is deemed to unitize, or pool, all mineral rights within the unit. All owners who ratify or confirm such unit in accordance with this article shall participate on a pro-rata basis. The acreage, or tracts of land, to be assigned to a production unit shall be selected at the discretion of the owner or lessee seeking a permit under this article: A production unit, as defined herein, shall be forty (40) acres on contiguous tracts of land or some other amount of contiguous acreage as approved by the RRC in the adoption of field rules or similar action.

Reasonably Prudent Operator shall mean a person in the general conduct of its business exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaging in the same type of business in the same or similar circumstances and conditions in the Permian Basin area.

RRC shall refer to the Railroad Commission of Texas or its successor regulatory agency.

Unitize, pool, and force pool shall refer to the process of incorporating mineral rights for various tracts of land within one instrument (a

Declaration of Pooled Unit Agreement) for the purpose of forming the “production unit” defined in this section.

Well shall include and mean any hole or holes, bore or bores, to any sand, formation, strata or depth for the purposes of:

- (1) Producing and recovering any oil, gas, liquid hydrocarbon, or any of them; or
- (2) Cycling, pressure maintenance, water flood, secondary and/or tertiary operations.

All technical or oil and gas industry words or phrases used herein and not specifically defined shall have that meaning customarily attributable thereto by a Reasonably Prudent Operator.

Sec. 8.07.002 Applicability of federal and state laws

Any violation of laws of the state or any rules, regulations or requirements of any state or federal regulatory body having jurisdiction in reference to drilling, completing, equipping, operating, producing, maintaining or abandoning an oil or gas Well or related appurtenances, equipment or facilities, or in reference to fire walls, fire protection, blowout protection, safety protection or convenience of persons or property, shall also be a violation of this article and shall be punishable in accordance with the provisions hereof.

Sec. 8.07.003 Enforcement; Inspector

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

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

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

Sec. 8.07.004 Insurance required, amounts; indemnity

(a) In the event a permit is approved by the City Council under the terms of this article for drilling and operation of a Well, no permit shall be issued by the City Manager until the Permittee shall file with the City Manager a certificate of insurance in an amount and form as specified below. The Permittee shall carry a policy or policies of standard comprehensive public liability insurance, including contractual liability covering bodily injuries and property damage, naming the Permittee and the city as insureds, with an insurance company authorized to do business in the State of Texas. Such policy or policies shall contain a waiver of any and all of the insurer's rights to subrogation that any such insurer or insurers may acquire by virtue of payment of any loss under such insurance and shall specifically cover any and all damage or incidents that may occur in or to the city's right-of-way. All policies shall be written by an insurer with an AA rating or better rating by the most current version of the A.M. Best Key Rating Guide. Such policy or policies in the aggregate shall provide for the following minimum coverages:

Standard commercial general liability policy: Two million dollars (\$2,000,000.00);

- Per occurrence: Two million dollars (\$2,000,000.00);
- Per incident: Two million dollars (\$2,000,000.00).

Excess or umbrella liability: Twenty million dollars (\$20,000,000.00).

Environmental pollution liability coverage: Two million dollars (\$2,000,000.00).

Control of Well: Two million dollars (\$2,000,000.00).

Automobile liability insurance: One million dollars (\$1,000,000.00).

(b) Permittee shall file with the City Manager certificates of such insurance as above stated, and shall obtain the written approval thereof by the City Manager, who shall act thereon within ten (10) days from the date of such filing. The insurance policy or policies shall not be cancelled without written notice to the City Manager at least thirty (30) days prior to the effective date of such cancellation. In the event such insurance policy or policies are cancelled, the permit granted shall terminate, and Permittee's rights to operate under such permit shall cease until Permittee files additional insurance as provided herein. Permittee shall maintain said

insurance for a period no less than five (5) years after drilling and/or production operations cease at any and all Well sites.

(c) Permittee shall be responsible for any and all damage that arises as a result of Permittee's drilling or production activities. Permittee shall promptly restore the streets, sidewalks and other public property of the city, which may be disturbed or damaged in the operations, to their former condition as determined by the city. Permittee shall promptly clear all premises of all litter, trash, waste, and other substances used, allowed or occurring in the drilling or production operations, and shall, after abandonment, grade, level and restore such property to the same surface condition, as nearly as possible, as existed when operations for the drilling of the Well or Wells were first commenced. If Permittee fails to restore any damage resulting from Permittee's activities and/or clean such premises, the city may conduct any and all repair and/or cleanup required to restore the premises and/or surrounding property the city finds is necessary. The city shall charge any costs of such cleanup or restoration to Permittee and Permittee shall promptly pay such costs. The city may revoke any and all of Permittee's outstanding permits and/or pursue any remedy available to the city by law if Permittee fails to provide payment for such costs. Permittee shall indemnify and hold the city harmless from any and all liability resulting from or attributable to the granting of such permit.

Sec. 8.07.005 Penalties

It shall be unlawful and an offense for any person to violate or neglect to comply with any provision hereof, irrespective of whether or not the verbiage of each section hereof contains the specific language that such violation or neglect is unlawful and is an offense. Any person who shall violate any of the provisions of this article, or any of the provisions of a drilling and operating permit issued pursuant hereto shall be deemed guilty of a misdemeanor and shall, on conviction thereof, be fined in accordance with state law designating the penalty for a violation of an ordinance that governs fire safety or public health and sanitation; and the violation of each separate provision of this article, and of such permit shall be considered a separate offense, and each day's violation of each separate provision thereof shall be considered a separate offense.

Sec. 8.07.006 Cease and desist order; revocation or suspension of permit; appeal

(a) Cease and desist order. If, at any time, any operator is in violation of any of the provisions of this article, the City Manager may order compliance and set a reasonable period of time for same. If compliance is not obtained within the time period specified, the City Manager shall

order, in writing, the operator to cease and desist operation of the Well immediately. The operator shall immediately comply with the order of the City Manager to cease and desist and shall not resume any operation at the site affected unless and until the written approval of the City Manager is obtained.

(b) Grounds for suspension or revocation of permit. The City Manager may, in writing, with ten (10) days' notice, suspend or revoke any permit issued under the provisions of this article upon finding any of the following:

(1) A Permittee has failed, neglected or refused to perform, comply with and abide by any of the conditions of the permit;

(2) That Permittee has failed or neglected or refused to comply with or abide by or has in any way violated any of the provisions of this article, or of any other ordinance of the city, or any other law, rule, order or regulation either directly or indirectly, by reason of or in connection with or incidental to his conduct of oil operations;

(3) If Permittee shall have made any willful misrepresentation of facts in any application for any such permit, or in any record required by this article to be filed or furnished by Permittee;

(4) Failure to comply with a cease and desist order issued by the City Manager.

(c) Effect of suspension or revocation of permit. No person shall carry on any operations performed under the terms of any permit during any period of permit suspension or revocation, or pending a judgment of the court upon any application for writ taken to review the decision or order of the city in suspending or revoking such permit; provided, however, that nothing therein contained shall be construed to prevent the performance of such operation as may be necessary in connection with a diligent and bona fide effort to cure and remedy the default, or violation for which the suspension or revocation of the permit was ordered, or such operation as necessary for the safety of persons or as required by the City Council.

(d) Appeals. Any person or entity whose oil and gas permit has been revoked may, within thirty (30) days of the decision of the City Manager, file a written appeal to the City Council in accordance with the following procedure:

(1) The City Council shall have and exercise the power to hear and determine appeals where it is alleged there is error or abuse of

discretion regarding the revocation of any permits issued hereunder as provided by this article.

(2) An appeal shall be in writing and shall be filed in triplicate with the City Manager. The grounds for appeal must be set forth specifically and the error described by the appellant.

(3) The City Manager shall transmit to the City Council all papers involved in the proceedings. In addition, the City Manager shall make and transmit to the City Council such supplementary reports as may be deemed necessary to present the facts and circumstances of the case. Copies shall be mailed to the appellant prior to the hearing.

(4) The City Manager shall place the matter on the agenda of a regularly scheduled City Council meeting for hearing and give notice by mail of the time, place, and purpose thereof to appellant, and any other party who has requested in writing to be so notified. No other notice need be given; provided, however, that the hearing shall not take place any sooner than ten (10) days after notice has been sent to the appellant.

Sec. 8.07.007 Unitization encouraged

Voluntary unitization is encouraged in order to allow the efficient recovery of oil and gas by the owner or lessee of an interest in oil and gas beneath a tract of land in the City of Lubbock, Texas, and to prevent the safety problems of multiple Well drilling.

Sec. 8.07.008 Oil and Gas Advisory Review Committee

(a) Official Designation. There is hereby created and established a city oil and gas advisory committee to be officially designated as the "City of Lubbock Oil and Gas Advisory Review Committee," hereinafter referred to as the "ARC".

(b) Composition; appointment and terms of members. The ARC shall be composed of nine (9) members, of which shall include one (1) Petroleum Engineer, one (1) member of the Lubbock Water Advisory Commission, one (1) Oil and Gas Industry Operator, one (1) member of the City of Lubbock Board of Health, and five (5) members appointed from the community at-large. Each member of the Committee shall be a resident citizen of the City of Lubbock. The City Council shall appoint all members to the board, and the City Council shall select and name the chairperson of the Committee.

(c) Ex-officio members. The City Manager or designated representative shall be an ex-officio member of the ARC, without voting privileges, and shall act in an advisory capacity to the board.

(d) Meetings. The ARC shall meet in accordance with the provisions of this article or at the request of the City Council in order to:

(1) Coordinate the review of an oil and gas Well permit application to the City of Lubbock in accordance with the terms of this article; or

(2) Conduct a thorough analysis of the current methods of exploration, development, and production of oil and gas within the City of Lubbock, Texas, and make detailed recommendations to the City Council of the necessary regulatory amendments to the current oil and gas ordinance and the permitting process in response to the analysis.

(e) Quorum; voting. A quorum shall consist of at least fifty (50) percent of the nonvacant committee positions. A motion may be adopted only if it receives the votes of at least a majority of the members present at a properly called meeting where there is a quorum present.

(f) Powers and duties. The ARC shall constitute an advisory board to the City Council, with power to hold hearings in the city and to consider and make recommendations to the City Council in writing, from time to time, on any and all matters pertaining to a permit application for oil and gas exploration, development, and production within the city limits of the City of Lubbock under this article. The role of this committee shall be to assist the City of Lubbock and the City Council with the review of oil and gas Well permit applications for: (1) technical compliance with this article, and (2) administrative completeness. The committee may also recommend additional conditions for the permit to the City Council for approval. The committee shall be subject to the Texas Open Meetings Act and shall serve at the will of the City Council. The committee shall not be classified as a department, agency, or political subdivision of the City.

(g) Conflict of interest. A board member is subject to the provisions of Chapter 171, Texas Local Government Code, relating to the regulation of conflicts of interest of officers of local governments.

Secs. 8.07.009–8.07.030 Reserved

Division 2. Permit

Sec. 8.07.031 Required; issuing authority

(a) It shall be unlawful and an offense for any person to prepare any site, to commence to drill, or to operate any oil and/or gas Well within the city limits prior to the City Council consideration and without a permit issued by the City Manager for the site preparation, drilling, and the operation of such well-being approved by the authority of the City Council in accordance with the terms of this article.

(b) It shall be unlawful to drill or rework a Well for disposal or injection of salt water or other impurities brought to the surface during the operation of an oil and/or gas Well or for secondary and/or tertiary recovery operations within the corporate limits of the city without first obtaining a permit in accordance with state law.

Sec. 8.07.032 Standards

(a) In all cases where the applicant for a permit under this division has fifty (50) percent or more of the acreage in the proposed production unit under Lease which Lease or Leases were executed on or before May 13, 1982, and the application is filed with the City Manager on or before May 14, 1984, the following standard shall apply:

No Well shall be drilled and no permit shall be issued for any Well to be drilled at any location which is nearer than one hundred fifty (150) feet of any residence or commercial building without the applicant having first secured the written permission of the owner or owners thereof and no crude oil storage tank or tanks shall be erected or maintained within one hundred fifty (150) feet of any residence or commercial building without the applicant having first secured written permission of the owner or owners thereof.

The burden of proving that leases were executed on or before May 13, 1982, shall be upon the applicant. The applicant may discharge this burden in the following manner:

(1) Submit a sworn affidavit with the application listing the leases that are filed of record in the office of the county clerk making reference to the volume and page number where said leases are on file.

(2) A true and correct copy of a Lease showing the date of execution and acknowledgement shall be filed with the application for leases that have not been filed of record in the office of the county clerk.

(b) All drill sites that do not meet the requirement in subsection (a) above shall be subject to the following conditions and standards:

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

(2) No facility for the purpose of storing hydrocarbons shall be located closer than one thousand (1,000) feet of an existing residential structure, or an existing commercial structure, or an existing church, public or private school, hospital, nursing home, college or university, daycare center, or public athletic field; and

(3) If the written consent of all of the real property owners cannot be secured, the City Council may approve a permit in accordance with this article.

(c) Continuing maintenance of all landscape materials required by this article or the City Council shall be the responsibility of the Permittee.

(d) Any written permission required herein shall be provided as part of the permit application.

(e) An oil and gas Well permit does not create a property interest or a vested right in the Permittee. This article of the Code of Ordinances, City of Lubbock, Texas, creates no property interest or right of entitlement of any kind.

Sec. 8.07.033 Application; filing fee; required information

Each application shall be presented in the format most recently approved by the City Council. Every application for a permit to drill and operate a Well shall be in writing, signed by the applicant or by some person duly authorized to sign on his behalf, and it shall be filed with the City Manager and be accompanied with a filing fee. The filing fee for the application shall be two thousand five hundred dollars (\$2,500.00), until such time as the City Council adjusts the fee in accordance with the provisions of Section 1.03.004 of this code. A separate application must be filed by each applicant for each Well to be drilled and operated. Each application shall include the following information in full:

(1) The date of the application;

- (2) Name of the applicant;
- (3) Address of the applicant;
- (4) For the parcel of property where the Well is drilled:
 - (A) Proposed name of Well;
 - (B) Name and address of surface owner;
 - (C) Name and address of mineral rights owner;
 - (D) Name and address of mineral Lease owner; and
 - (E) Legal description of the site for the Well (plat description or metes and bounds bearings).
- (5) Type and height of the pump jack or pump equipment proposed for producing the Well;
- (6) Proposed depth of the Well and name of the geologic formation as used by the RRC;
- (7) A legal description of the production unit. Any property recorded by plat should reference subdivision, block and lot numbers;
- (8) A true and correct copy of the Plat Survey filed with the RRC as part of the drilling permit application for the subject Well;
- (9) An accurate map or drawing at a scale of 1/300 or greater to indicate the exact location of the proposed flow line(s) to storage facilities and shall indicate the exact location of such storage facilities on the map;
- (10) The following, including exact acreage and if within a plat approved by the Lubbock Planning and Zoning Commission, provide the subdivision name, block and lot number, and:
 - (A) Ownership of surface acreage for each parcel in the production unit;
 - (B) Ownership of mineral rights for each parcel in the production unit;

(C) Ownership of surface acreage for each parcel abutting the production unit;

(D) Ownership of mineral rights for each parcel abutting the production unit;

(E) Name and address of each owner of any parcel of property within three hundred (300) feet of the proposed wellhead; and

(F) Name and address of each owner of any parcel of property within one thousand (1,000) feet of the proposed storage facility.

- (11) Alternate location of the Well due to adjacent land uses;
- (12) Air-pollution and odor-control devices;
- (13) Noise-control devices;
- (14) Type of engine for the pump equipment;
- (15) Height of the pump equipment during production;
- (16) Fire-control measures at the drill and pump site;
- (17) Fence or visual screening on the site of pump equipment and storage facilities;
- (18) Landscaping on the site of pump equipment and storage facilities;
- (19) Proof of contractual responsibilities of pump site and storage site maintenance;
- (20) Blowout prevention control;
- (21) Specific description of safety procedures required at the drill/pump site and the storage site;
- (22) Special handling/storage of sludge/waste from the drill site;
- (23) Special disposal of sludge/waste from the drill site;
- (24) Location of storage facilities;

(25) Ingress/egress of vehicular traffic to the drill site and production site;

(26) Specific precautions proposed to prevent contamination of the water aquifer at the drill site;

(27) Specific proposal for source of water to be used during drilling operation;

(28) Specific requirements for route and location of (buried or aboveground) flow lines between the wellhead and storage facilities; and

(29) An emergency response plan establishing written procedures to minimize any hazard resulting from the drilling, completion, or producing of a Well. Said plan shall use existing guidelines established by the RRC, the Texas Commission on Environmental Quality, the Texas Department of Transportation, the U.S. Department of Transportation, the Environmental Protection Agency, and/or the City of Lubbock fire code. This plan shall include a system of alarms to detect the loss of the Well or any loss of containment integrity, access routes, and emergency contact information. A copy of the emergency response plan shall be kept on file with the City Manager and on-site. Said emergency response plan shall be updated annually.

Sec. 8.07.034 Issuance or refusal to issue

(a) Upon receipt of the completed application, the City Manager shall make a reasonable attempt within ten (10) working days to arrange a conference between the city staff and the applicant. The City Manager shall instruct his representative, the city attorney, planning director, or their representatives, along with any others he so chooses, to meet in conference with the applicant to review the content of proposed staff comments related to the application. Each item to which the staff directs comment shall be presented to the applicant, and the application amended if the applicant so chooses. Within two (2) working days after the above meeting, the City Manager shall notify the applicant of the proposed ARC meeting date.

(b) Upon the completion of the meeting required in subsection (a), the planning department shall coordinate the review of the application with the ARC.

(c) The ARC meeting shall be conducted in the following manner:

(1) The operator (or pipeline operator, where applicable) shall present overview of the application.

(2) Staff shall present the staff report including applicable regulations.

(3) Following the presentations, time shall be allotted for citizen comments.

(d) No continuance shall be allowed unless in writing. If a continuance is requested, new revisions must be submitted within two (2) weeks of the initial ARC hearing date. Notices to neighborhood associations and property owners as outlined in subsection (a) above, shall be resent with revised information.

(e) The ARC shall submit a written report to the City Council on all permit applications under this article. The report shall include the staff and citizen concerns and any unresolved issues. The ARC shall submit a recommendation to the City Council on all permit applications, including any additional permit conditions as determined necessary by the ARC. The results and recommendations of the ARC shall be sent to the applicant within two (2) weeks following the ARC meeting.

(f) The City Council shall hold a public hearing on all applications for permits to drill oil or gas Wells. Written notice of all such hearings shall be sent by the City Manager, at the applicant's expense, on forms prepared by the city attorney's office to the applicant and all other persons deemed by the oil and gas inspector to be affected thereby, and all owners of real property lying within six hundred (600) feet of the proposed location of the oil or gas Well and the storage facility. Such notice is to be given not less than ten (10) days before the date set for hearing to all such owners who have rendered their said property for city taxes as the ownership appears on the last approved city tax roll. Such notice may be served by depositing the same properly addressed and postage paid, in the city post office. Notice shall also be given by publishing the same in a newspaper of general circulation in the City of Lubbock at least fifteen (15) days prior to the date set for hearing, which notice shall state the time and place of such hearing; provided, however, all provisions contained herein with respect to the mailing and publishing of notices of hearing shall be deemed sufficient upon substantial compliance with this section. The City Council may approve a permit for the drilling and operation of the Well described in the application. The City Council may designate such additional conditions concerning installation, operation, and maintenance of the proposed Well site and/or storage facility, including but not limited to the following:

(1) Alternate location of the Well due to adjacent land uses;

- (2) Air-pollution control devices, air-pollution monitoring devices, and/or odor-control devices;
- (3) Noise-control devices;
- (4) Type of engine for the pump equipment;
- (5) Height of the pump equipment during production;
- (6) Fire-control measures at the drill and pump site;
- (7) Fence or visual screening on the site of pump equipment and storage facilities;
- (8) Landscaping on the site of pump equipment and storage facilities;
- (9) Proof of contractual responsibilities of pump site and storage site maintenance;
- (10) Blowout prevention control;
- (11) Specific description of safety procedures required at the drill/pump site and the storage site;
- (12) Special handling/storage of sludge/waste from the drill site;
- (13) Special disposal of sludge/waste from the drill site;
- (14) Location of storage facilities;
- (15) Ingress/egress of vehicular traffic to the drill site and production site;
- (16) Specific precautions proposed to prevent contamination of the water aquifer at the drill site;
- (17) Specific proposal for source of water to be used during drilling operation;
- (18) Specific requirements for route and location of (buried or aboveground) flow lines between the wellhead and storage facilities; or
- (19) An emergency response plan establishing written procedures to minimize any hazard resulting from the drilling, completion, or

producing of a Well. Said plan shall use existing guidelines established by the RRC, the Texas Commission on Environmental Quality, the Texas Department of Transportation, the U.S. Department of Transportation, the Environmental Protection Agency, and/or the City of Lubbock fire code. This plan shall include a system of alarms to detect the loss of the Well or any loss of containment integrity, access routes, and emergency contact information. A copy of the emergency response plan shall be kept on file with the City Manager and on-site. Said emergency response plan shall be updated annually.

(g) Each permit issued under this article shall:

(1) By reference have incorporated therein all the provisions of this article with the same force and effect as if this article were copied verbatim in such permit;

(2) Specify the Well location with lot number, block number, name of addition or subdivision, or other available correct legal description;

(3) Contain and specify that the term of such permit shall be for a period of one hundred eighty (180) days from the date of the permit and as long thereafter as the Permittee is engaged in drilling operations with no cessations of such operations for more than ninety (90) days, or oil or gas is produced in commercial quantities from the Well drilled pursuant to such permit. If at any time after discovery of oil or gas the production thereof in commercial quantities shall cease, the permit shall not expire if the Permittee commences additional reworking operations within one hundred eighty (180) days thereafter, and if they result in the production of oil or gas, so long thereafter as oil or gas is produced in commercial quantities from such Well;

(4) Contain and specify such conditions as are by this article authorized and such conditions that the City Council may designate in accordance with this section; and

(5) Specify the total measured depth and the true vertical depth to which the Well may be drilled. The true vertical depth may not exceed the projected depth and may not exceed nine thousand six hundred eighty (9,680) feet. A greater depth shall require an additional permit and permit fee. The filing fee for the application shall be two thousand five hundred dollars (\$2,500.00), until such time as the City Council adjusts the fee in accordance with the provisions of Section 1.03.004 of this code.

(h) Such permit, in triplicate originals, shall be signed by the City Manager, and prior to delivery to the Permittee shall be signed by the Permittee (with one original to be retained by the City Manager, one filed with the city secretary, and one retained by the Permittee); and when so signed shall constitute the Permittee's drilling and operating license, and contractual obligation of the Permittee to comply with the terms of such permit and the requirements of this article. The director of planning shall keep a map that designates the location of all permitted Wells and production units and the number of the permit for each Well and production unit.

Sec. 8.07.035 Termination

When a permit shall have been issued, the same shall terminate and become inoperative without any action on the part of the city, unless within one hundred eighty (180) days from the date of issuance actual drilling of the Well shall have commenced. The cessation for a like period of the drilling operations or the cessation of the production of oil or gas from the Well after production shall have commenced shall operate to terminate and cancel the permit, and the Well shall be considered as abandoned for all purposes of this article, and it shall be unlawful thereafter to continue the operation or drilling of such Well without the issuance of another permit.

Sec. 8.07.036 Supplemental for deep drilling

(a) Once any Well has either been completed as a producer or abandoned as a dry hole, it shall be unlawful and an offense for any person to drill such Well to a deeper depth than that reached in the prior drilling operations without the Permittee as to such Well obtaining a supplemental permit after filing a current supplemental application with the City Manager specifying:

- (1) The then condition of the Well and the casing therein;
- (2) The depth to which it is proposed such Well be deepened;
- (3) The proposed casing program to be used in the connection with proposed deepening operations; and
- (4) Evidence of adequate current tests showing that the casing strings in such Well currently pass the same tests as are in this article provided for in case of the drilling of the original Well.

(b) In the event the City Council is satisfied that such Well may be deepened with the same degree of safety as existed in the original Well, a

supplemental permit may be issued authorizing the deepening and operation of the Well to such specified depth as applied for upon payment of a supplemental permit fee. The filing fee for the application shall be two hundred fifty dollars (\$250.00), until such time as the City Council adjusts the fee in accordance with the provisions of Section 1.03.004 of this code. In any deeper drilling or any deeper completion of any deeper production operations, the Permittee shall comply with all other provisions contained in this article and applicable to the drilling, completion and operation of a Well or Wells.

Sec. 8.07.037 Drilling in parks, streets, and alleys; obstructions

No Well shall be drilled in any public park established or maintained by the City unless authorized in accordance with state law. No Well shall be drilled and no permit shall be issued for any Well to be drilled at any location which is within any of the streets or alleys of the city, or in a projected highway and street or alley, and no street or alley shall be blocked or encumbered or closed in any drilling or production operation.

Sec. 8.07.038 Conduits on streets and alleys

No Permittee shall make any excavations or construct any lines for the conveyance of fuel, water or minerals, on, under or through the streets and alleys of the city, without express permission of the City Council, in writing, and then only in strict compliance with the ordinances of the city.

Secs. 8.07.039–8.07.070 Reserved

Division 3. Standards and Practices

Sec. 8.07.071 Operations and equipment; best practices; standards

All drilling and operation at any Well performed by a Permittee under this article shall be conducted in accordance with the best practices of the Reasonably Prudent Operator. All casing, valves, and blowout preventers, drilling fluid, tubing, bradenhead, Christmas tree, and wellhead connections shall be of a type and quality consistent with the best practices of such Reasonably Prudent Operator. Setting and cementing casing and running drill stem tests shall be performed in a manner and at a time consistent with the best practices of such reasonably prudent operation. Each Permittee under this article shall observe and follow the recommendations and/or regulations of the American Petroleum Institute and the RRC.

Sec. 8.07.072 Hours of Operation

No construction activities involving excavation of, alteration to, or repair work on any access road or pad site shall occur except between the hours of 7:00 a.m. and 7:00 p.m. Truck deliveries of equipment and materials associated with drilling and/or production, Well servicing, site preparation and other related work conducted on the Well site shall be limited to the hours between 7:00 a.m. to 7:00 p.m. except in cases of fires, blowouts, explosions and any other emergencies or where the delivery of equipment is necessary to prevent the cessation of drilling or production. Fracturing operations and flaring shall be limited to the hours between 7:00 am and 7:00 pm.

Sec. 8.07.073 Derrick and rig; watchman

All engines on any drill site or production equipment shall have adequate mufflers and spark arrestors. No drilling rig or derrick shall remain at the drill site for a period longer than thirty (30) days after completion, abandonment, or reworking of the Well. The Permittee shall keep a watchman or workman on premises at all times from commencement of drilling until the Well is abandoned and plugged or completed as a producer and enclosed with a fence.

Sec. 8.07.074 Pits

(a) Drilling mud, cuttings, liquid hydrocarbons and all other field waste derived or resulting from or connected with the drilling, reworking or deepening of any Well shall be discharged into above ground tanks (closed loop mud system) if the Well bore is located within five hundred (500) feet of an occupied residential or commercial structure, or an existing church, public or private school, hospital, nursing home, college or university, daycare center or public athletic field, or domestic water Well.

(b) Earthen pits may be used in connection with drilling and reworking operations located at a greater distance than five hundred (500) feet of an occupied residential or commercial structure, or an existing church, public or private school, hospital, nursing home, college or university, daycare center or public athletic field or domestic water well. Any earthen pits shall, as a minimum requirement, be lined with six (6) inches of bentonite clay and a plastic liner of eight (8) mil thickness. Such tanks or pits and contents shall be removed from the premises and the drilling site within thirty (30) days after completion of the Well. Removal of the tanks or pits and contents shall be accomplished in such a manner as will preclude any possible contamination of underground and percolating water.

Sec. 8.07.075 Cleanliness and sanitation

The premises of the drill site and the storage facility for production from the Well under this application/permit shall be kept in a clean and sanitary condition free from rubbish of every character, to the satisfaction of the City Manager, at all times drilling operations are being conducted, and as long thereafter as oil and/or gas is being produced therefrom. Any litter, trash, or waste shall be cleared from the premises immediately, and any spills shall also be cleared immediately. All production equipment, including, but not limited to, pumping units, storage units, storage tanks, buildings, and structures on the site, shall be painted a neutral color and shall be maintained for appearance at all times. The Permittee shall provide a sign no larger than eighteen (18) inches square and attached to the fence surrounding the Well site, posting the name, address, and telephone number of a party in Lubbock, Texas, responsible for maintaining the site. It shall be unlawful for any Permittee, his agent or employee to permit within the corporate limits of the city any mud, water, waste oil, slush or other waste matter from any slush pit, storage tank, or oil and/or gas Well located within the corporate limits of the city, or from any premises within the city, developed or being developed for oil and/or gas purposes, to escape into the alleys, streets, lots, land or leases within the corporate limits of the city.

Sec. 8.07.076 Mufflers required

Motive power for all operations after completion of drilling operations shall be electricity, or properly muffled gas, gasoline or diesel engines.

Sec. 8.07.077 Storage tanks, separators

(a) It shall be unlawful and an offense for any person to use, construct or operate, in connection with any producing Well within the city limits, any crude oil storage tanks or produced water tanks, except to the extent of two (2) low-type steel tanks for oil storage, not exceeding five hundred (500) barrels' capacity each and so constructed and maintained as to be vaportight with appropriate safety or pressure release devices and level control devices. A Permittee may use, construct and operate a steel conventional separator, and such other steel tanks and appurtenances as are necessary for treating oil with each of such facilities to be so constructed and maintained as to be vaportight. Each oil, gas separator shall be equipped with both a regulation pressure relief safety valve and a bursting head. All such tanks shall be placed upon a suitable earth or concrete pad and shall be equipped with lightning arrestor systems.

(b) The tank or tanks shall be enclosed with a conventional type fire wall constructed of compacted earth; sufficient water shall be used during the fire wall construction to assure adequate compaction.

(c) The fire wall enclosing the tanks shall have a minimum capacity equal to two (2) times the volume of the tanks enclosed. Drip pots shall be provided at the pump out connection to contain the liquids from the storage tanks.

(d) The top or crown of the fire wall shall have a minimum height of three (3) feet above normal ground elevation.

(e) The tanks shall be recessed within the fire wall enclosure to such depth that will assure them being practically "sight clear" when viewed from without the fenced enclosure.

(f) The separators shall be installed for operation in a horizontal or vertical position, height not to exceed ten (10) feet above tank level.

(g) Any oil or gas produced may be transported outside of the city limits by underground pipelines.

(h) Each storage tank and/or separator shall be enclosed by a substantial cyclone fence a minimum of eight (8) feet in height and properly built so as to ordinarily keep persons and animals out of the enclosure, with all the gates thereto to be kept locked when the Permittee or his employees are not within the enclosure.

(i) Any site that produces more than one barrel of condensate per day shall install a vapor recovery unit on the site.

Sec. 8.07.078 Fences

Any person who completes any Well as a producer shall have the obligation to enclose such Well, together with its surface facilities, by a substantial cyclone fence sufficiently high and properly built so as to ordinarily keep persons and animals out of the enclosure, with all gates to be kept locked when the Permittee or his employees are not within the enclosure.

Sec. 8.07.079 Nuisances; best practices

All oil operations, drilling and production operations shall be conducted in such a manner as to eliminate, as far as practicable, dust, noise, vibration or noxious odors and shall be in accordance with the best accepted practices incident to exploration for, drilling for and production of oil, gas

and other hydrocarbon substances. Proven technological improvements in exploration, drilling and production methods shall be adopted as they become, from time to time, available, if capable of reducing factors of nuisance and annoyance.

Sec. 8.07.080 Fire prevention; escape of gas; burning or flaring gas

(a) No Permittee engaged in the drilling or operation of an oil and/or gas Well within the corporate limits of the city shall permit gas to escape into the air, or flare or burn gas from a torch or any similar means within the corporate limits of the city; provided, gas may be burned for a limited time when necessary to complete an oil and/or gas Well upon the original completion or upon the recompletion of workover jobs upon oil and/or gas Wells, so long as the same does not constitute a fire hazard to the property of others within the vicinity of such oil and/or gas Well. Such vent or open flame shall be screened with a flare bonnet or other similar device in such a way as to minimize detrimental effects to adjacent property owners. Operator shall provide notice to the Fire Marshal prior to any open flaring. No gas may be flared between the hours of 7:00 p.m. and 7:00 a.m., except in case of an emergency.

(b) All material safety data sheets (MSDS) for all hazardous materials that will be located, stored, transported, and/or temporarily used on the operations site shall be kept on site. All hazardous materials shall be safely stored according to any applicable federal, state, or local laws, rules, and regulations. Adequate firefighting apparatus and supplies, approved by the fire department of the city shall be maintained on the drilling site at all times during drilling and production operations at the operator's cost. The operator shall be responsible for the maintenance and upkeep of such equipment. Each Well shall be equipped with an automated valve that closes the Well in the event of an abnormal change in operating pressure. All Well heads shall contain an emergency shut-off valve to the Well distribution line. Emergency personnel must have access to the site. All machinery, equipment, and installations on all drilling sites within the city limits shall conform with such requirements as may from time to time be issued by the fire department of the city.

(c) The fire marshal shall receive written notice from the applicant a minimum of one (1) week prior to commencing active drilling, and notified again upon termination of drilling activities. The applicant shall provide a copy of such notice to the City Manager a minimum of one (1) week prior to commencing active drilling, and upon termination of drilling activities.

(d) If required by the RRC, equipment for the monitoring of hydrogen sulfide ("H₂S") gas shall be used during drilling.

(e) Within sixty (60) days after completion, and annually thereafter, operator shall submit to the City Manager results of testing to determine the concentration of H₂S produced from the Well. If the results of the H₂S testing proves to be 100 PPM H₂S or greater, the operator is responsible for determining the 100 PPM H₂S radius of exposure for each Well and production facility. Wells and facilities where the concentration of H₂S is equal to or greater than 100 PPM will be considered "Sour." Safety systems described herein must be approved by the fire marshal.

(1) The following safety alarms and equipment are required at the Well site of all Wells that are capable of producing at an average rate sustained over a three-month period of at least 125 barrels of oil per day and/or 300 MCF of gas per day and for "Sour" Wells whose 100 PPM H₂S radius of exposure is greater than fifty (50) feet:

(A) H₂S monitors located along the fencing;

(B) Automated audible alarms to provide warnings for a substantial drop in pressure or for the presence of H₂S in concentrations greater than 100 PPM;and

(C) Automated valve to shut-in production from the Well if a substantial drop in pressure or if the presence of H₂S in concentrations greater than 100 PPM is detected.

(2) The following safety alarms and equipment are required at Sour tank battery facilities that are capable of producing at an average rate sustained over a three-month period of at least 125 barrels of oil per day and/or 300 MCF of gas per day and for Sour Wells whose 100 PPM H₂S radius of exposure is greater than fifty (50) feet:

(A) H₂S monitors located along the fencing;

(B) Automated audible alarm to provide warnings for the presence of H₂S in concentrations greater 100 PPM; and

(C) An electrical device capable of shutting down power to all "Sour" Wells producing into the battery in the event H₂S in concentrations great than 100 PPM is detected.

Sec. 8.07.081 Salt water disposal

(a) Unless otherwise permitted by law, salt water disposal Wells shall not be allowed or permitted within the corporate limits of the city.

(b) Permittee shall make adequate provisions for the disposal of all salt water or other impurities which he may bring to the surface. Such disposal shall be made in such manner as to not contaminate the fresh water supply, present or prospective, or to injure surface vegetation. The Permittee shall promptly restore or make restitution for any damage caused by the Permittee, intentional or accidental, of the water supply or surface vegetation at and adjacent to the drill site or oil/gas storage site.

Sec. 8.07.082 Water Well testing

(a) At the written request of a surface owner to the Permittee, a third party contractor shall collect and analyze a pre-drilling, a post-drilling, and a post-fracturing water analysis from any existing fresh water wells within three hundred (300) feet of an oil and gas Well. The cost of such analysis fees and charges assessed by the third party contractor shall be borne by the Permittee.

(b) Well samples shall be collected and analyzed prior to any drilling activity to document baseline water quality data of the well. A post-drilling sample shall be collected and analyzed after the conclusion of drilling of each well. A post fracturing sample shall be collected and analyzed after the conclusion of each fracturing operation.

Sec. 8.07.083 Abandonment; plugging; precautionary measures

Whenever any Well is abandoned, it shall be the obligation of the Permittee and the operator of the Well to set a three hundred eighty-five (385) foot cement plug in the bottom of the surface casing with the bottom of the plug one hundred (100) feet below the surface casing section, and the top of the plug one hundred (100) feet above the surface casing section; and to set a fifty-foot cement plug in the top of the surface casing. No surface or conductor string of casing may be pulled or removed from a Well. During initial abandonment operations it shall be the obligation of the Permittee and the operator of the Well to flood the Well with mud-laden fluid weighing not less than ten (10) pounds per gallon, and the Well shall be kept filled to the top with such mud-laden fluid at all times. Mud-laden fluid of the above specifications shall be left in the Well bore below and between cement plugs. Any additional provisions or precautionary measures prescribed by the State of Texas, in connection with the abandonment and plugging of a Well, shall be complied with by the Permittee. The Well site shall be restored to the original condition of the land, including any displaced landscaping and topsoil.

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this 26th day of February, 2015.

Passed by the City Council on second reading this 12th day of March, 2015.



GLEN C. ROBERTSON, MAYOR

ATTEST:



Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Andrew Paxton, Director of Planning

APPROVED AS TO FORM:



Laura Pratt, Assistant City Attorney

Ordinance - Amending Article 8.07 Oil and Gas 3.12.15



Regular City Council Meeting

7. 10.

Meeting Date: 07/23/2015

Information

Agenda Item

Board Appointments - City Secretary: Consider naming the Chairperson of the Oil and Gas Advisory Review Committee.

Item Summary

The Oil and Gas Advisory Review Committee was created with Ordinance No. 2015.O0021 on March 12, 2015. Once appointments to the Committee are made, Council names the Chair of the Committee.

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary



City of Lubbock, Texas
Contract & Procurement Related Agenda Items

The City Council has statutory obligations when awarding contracts and contract amendments. The following is provided to assist elected officials when considering contract and procurement related agenda items:

- There exists the general concept that the taxpaying public should receive the best price possible for purchases in the interest of the public good, and that the government should maximize, to the fullest extent practicable, the purchasing value of public funds. McQuillin Municipal Corporations, 3rd Ed.
- During the period between offer submission date and the contract award, offerors, including their agents and representatives, may not discuss or promote their offer with any member of the Lubbock City Council or City staff except upon the request of the Purchasing Department in the course of city-sponsored inquiries, briefings, interviews, or presentations. The provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. The policy is intended to place all offerors upon the same plane of equality, assure that contract decisions are made in public, and to protect the integrity of the bid process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. *Sterrett v. Bell*, 240 S.W.2d 516, 520 (Tex. Civ. App. – Dallas 1951, no writ)
- Elected officials and employees are prohibited from participating in the profits of a City contract or having an interest in a sale to the City. §1, Art. IX, Sec. 4, City Charter
- Bids from bidders who reside in states that grant resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder. §2252.002, Texas Govt Code
- Architectural, engineering, and land surveying service providers are prohibited from submitting bids or cost proposals. The City selects the most highly qualified provider of services based on demonstrated competence and qualifications through a Request for Qualifications process; and then attempts to negotiate with that provider a contract at a fair and reasonable price. §2254.004, Texas Govt Code
- The total contract price caused by change orders may not increase more than 25%, and the total price may not be decreased by more than 25% without the consent of the contractor. §252.048, Texas Local Govt Code
- Proposals are opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. §252.049, Texas Local Govt Code
- Participating in purchasing cooperatives with other local governments and cooperative purchasing organizations satisfies state law requiring the City to solicit competitive bids. §271.102, Texas Local Govt Code
- If the City receives two or more low bids that are identical, the selection of the winner is made by the casting of lots. If only one of the bidders submitting identical bids is a resident of the City, that bidder will receive the award. §271.901, Texas Local Govt Code
- If the City receives a bid for personal property not affixed to real property, or services, from a resident bidder whose principal place of business is within Lubbock city limits and whose bid is within 5% of the lowest bid received from a bidder whose principal place of business is not within Lubbock city limits, the City may enter into a contract for an expenditure of less than \$100,000 with the lowest bidder or the resident bidder if Council determines that the resident bidder offers the City the best combination of contract price and additional economic development opportunities for the City. §271.9051, Texas Local Govt Code
- If there is a conflict between the City's policies and procedures and a state law, or a rule adopted under a state law, the stricter of the two provisions prevails.

Ethics - The City subscribes to National Institute of Governmental Purchasing Code of Ethics. City Charter, Ch. 1, Art. IX, prohibits City Council members, officers, or employees, from having an interest in profits/emoluments of a contract, job, work, or service to the City.

Purchasing Thresholds - Methods for procurement vary depending upon the nature of the procurement, the dollar amount, and the type of vendor will be used. Flexibility in making small buys within a particular dollar range is allowed for efficiency purposes and minimal paperwork. Intermediate ranges in between the smallest procurements (micro purchases) to publicly announced

procurements (large purchases) usually allow limited competition and abbreviated paperwork to promote efficiency. Large procurements are publicly announced and vendors are required to respond with written and signed proposals/bids. Tex. Local Govt. Code (LGC) §271.102 and 103 waive the requirement for quotes or bids/proposals if an opportunity to piggy-back another governmental entity's competitive bid is available.

Goods and Services	Approval Authority	Procurement Method	Legal Authority
Up to \$500	Using department	No quotes required	City Procurement Policy
\$501 – 2,500	Using department	Verbal quotes/proposals, electronic bids	City Procurement Policy
\$2,501 – 50,000	City Manager	Written quotes/proposals, electronic bids	LGC §252.0215
More than \$50,000	City Council	Written bids/proposals, electronic bids	LGC §252.021, 024, 041, 0415, 042, 043,
Professional Services			
Up to \$50,000	City Manager	Written proposals	GC §2254.003
More than \$50,000	City Council	Written proposals	GC §2254.003
Architectural/Engineering Services			
Up to \$50,000	City Manager	Rotation list	GC §2254.004
More than \$50,000	City Council	Statement of qualifications	GC §2254.004
Construction			
Up to \$50,000	City Manager	Written quotes/proposals	LGC §252.0215
More than \$50,000	City Council	Written quotes/proposals	LGC §252.021, 0215, 043, 0435
Emergencies			
Up to \$50,000	City Manager	Verbal or written quotes	City Procurement Policy
More than \$50,000	City Council	Verbal or written quotes	LGC §252.022
Interlocal/Real Property			
Any amount	City Council	Negotiated	LGC §252.022, 050 and §272
Change Orders/Amendments			
Up to \$50,000	City Manager	Negotiated	LGC §252.048
More than \$50,000	City Council	Negotiated	LGC §252.048

Public Notice - For contracts involving an expenditure greater than \$50,000, LGC §252 requires the City to publish bid notices in a local newspaper once a week for two consecutive weeks. The date of the first publication is before the 14th day before the date set to open the bid. Bids are posted on the Internet, and potential bidders contacted via E-mail.

Public Works Construction – Pursuant to LGC §271, the City uses the following delivery methods for construction of public works:

- Competitive bidding
- Competitive sealed proposals
- Design-build
- Construction manager
- Job order contract

Tex. Govt. Code (GC) §2253.021 and LGC §2267 require payment bonds for public works contracts more than \$50,000 and performance bonds for public works contracts more than \$100,000. The City requires a 5% bid bond for public works contracts.

Bidders are required to comply with GC §2258 with respect to payment of prevailing wage rates.

The City may contract with a developer of a subdivision or land for the developer to construct public improvements, excluding a building, provided the City's participation in the cost does not exceed 30%. LGC §212.072

Professional Services - Professional services require specialized skill, training and expertise, use of professional judgment/discretion, and/or a high degree of creativity, and often involve a relationship of personal trust and confidence, and different procurement processes are available, as such.

Generally, the competitive sealed proposal procedure is used to solicit proposals, including price, and to procure professional services.

GC §2254.004 requires that the City use a two-step procedure for procuring architectural, engineering, or surveying services. The most highly qualified provider is first selected on the basis of competence and qualifications, excluding price, and then

a contract with the selected provider is negotiated at a fair and reasonable price.

Emergency Purchases - An emergency purchase more than \$25,000 that results from the occurrence of a natural disaster, public calamity, or that might lead to impairment of the health, safety or welfare of the public if not immediately addressed is authorized by the City Manager and ratified by City Council. LGC §252.022(a)(2)

Sole Source Purchases - Sole source purchases are made when functional requirements of the City can only be satisfied by only one source involving patents, copyrights, secret processes or natural monopolies. LGC §252.022(a)(7)(A)

Local Preference - If the City receives a bid less than \$100,000 from a local bidder whose bid is within 5% of the lowest bid received from a non-local bidder, LGC §271.9051 allows the City to contract with the lowest bidder, or the local bidder if Council determines that the local bidder offers the City the best combination of contract price and additional economic development opportunities.

GC §2252.002 requires that bids from bidders who reside in states that grant a resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder.

Consideration and Award of Bid or Proposal Requests

From *2008 Texas Municipal Procurement Laws Made Easy*, Texas Attorney General

Can a city adopt additional criteria regarding the qualifications of potential bidders?

Prior to 2001, a city could adopt additional criteria regarding the qualifications of bidders only if such criteria had a definite, objective relationship to matters of quality and competence. For example, prior rulings have allowed a city to consider such criteria as a bidder's experience, manpower, equipment, financial resources, business judgment, ability, efficiency, reliability, reputation, facilities, capacity to perform the work required, and likely supervisory requirements. A city may even consider the bidder's performance on similar contracts and the quality of the goods and services provided.

However, the city must be able to relate the criteria to matters of quality and competence of that specific bidder. For example, the Attorney General concluded that a school district could not adopt policies that judge a bidder based on the bidder's participation in voluntary school programs, the amount of local salaries, wages and taxes paid by the bidder, or the number of local jobs created by the bidder, etc. These criteria did not involve the quality or competence of the work the bidder would perform.

Legislation in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

If no such additional criteria are spelled out in the bid specifications, state law only allows the city to award the contract to the lowest responsible bidder if using competitive bidding.

Can the city take into account the safety record of the bidder in making the award?

When awarding a contract using traditional competitive bidding, the city may only consider a bidder's safety record in regards to the bidder's "responsiveness" if notice has been given that such a criteria is relevant. Specifically, the governing body must have adopted a written definition and criteria for assessing the bidder's safety record, and must have given notice in the bid specifications that the safety record will be considered. Of course, any decision that the city makes must not be arbitrary or capricious.

What options does a city have if the lowest bidder has a prior history of poor performance?

Prior to 2001, a city arguably had two options when faced with a low bidder who had a prior history of poor performance. First, Chapter 252 states that a city may choose to reject any or all of the bids. If all of the bids are rejected, the city can start the bidding process over. This is probably the safest method to use

if the city has not made it clear in the bid specifications that a bidder's prior performance on similar contracts would be a factor in awarding the bid. The city then has an opportunity to include such a requirement in its subsequent bid specifications. Second, some legal analysts argued that a city could individually reject a low bidder who has a poor work history. This theory is based on the argument that the low bidder with such a history would not be considered a "responsible" bidder due to the prior history of poor performance.

Legislation passed in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

Again, the best practice is to clearly indicate in the city's specifications that a bidder's prior performance on similar contracts may be considered in evaluating the bids.

What options does the city have if the city receives no bids in response to a request?

If competitive bids or proposals are required by Chapter 252 of the Local Government Code, there is no exception which would allow the city to avoid the statutory requirements due to a lack of bids. If a city receives no response to a request, the city must either re-advertise or decide not to undertake the contract.

What options does the city have if the city receives only one bid or proposal in response to a bid request?

If a city receives only one bid or proposal in response to its request, the city may accept the bid or proposal received, reject the bid or proposal and re-advertise, or reject the bid or proposal and decide not to undertake the project.

May competitive bids be rejected by a city staff member or must the city council decide which bids to reject?

State law provides that the governing body of the city may reject any and all bids. There is no provision that would allow the delegation of this decision to city staff. However, in certain cities the city staff will open the bids and provide a recommendation to the city council on whether the bid is responsive to the bid request and whether it should be accepted as the lowest responsible bid.

What is the general procedure for awarding a contract pursuant to competitive bidding?

First, bids must be publicly opened and the bid amounts read aloud at the time and place specified in the bid notice. The city council must then award the contract to the lowest responsible bidder or (if previously

noticed) the bidder that provides that best value to the city. In the alternative, the city may reject all bids. Once a bid has been opened, it may not be changed to correct minor errors in the bid price. However, under certain circumstances, a bidder may be able to withdraw a bid if it contains a substantial mistake that would cause a great hardship if enforced against the bidder.

What is the general procedure for awarding a contract pursuant to competitive sealed proposals?

If a city decides to use the competitive proposal procedures, it must first give notice of the request for proposals in the same manner as required for competitive bids. Generally, this means that the city must publish at least two newspaper notices of the time and place at which the proposals will be opened. These notices must be published at least once a week for two consecutive weeks, and the first notice must be published more than 14 days before the date set for opening the proposals. Requests for proposals must also solicit quotations and specify the relative importance of price and other evaluation factors.

Once proposals have been submitted, the city may conduct discussions with the offeror or offerors whom the city determines to be reasonably qualified for the award of the contract. Such discussions must comply with the request for proposals and with the regulations set by the city council. To obtain the best offers, the city may allow the submission of revisions after proposals are submitted and before the award of the contract. All offerors must be treated fairly and equally with respect to any opportunity for discussion and revision of the proposals.

In the end, the contract must be awarded to the offeror whose proposal is determined to be the most advantageous to the city. The city is to determine which proposal is the most advantageous based on the relative importance of price and the other evaluation factors included in the request for proposals.

Is information contained in a bid or proposal confidential under the Public Information Act?

Section 552.104 of the Government Code provides as follows:

- (a) Information is excepted from the requirements of Section 552.021 if it is information that, if released, would give advantage to a competitor or bidder.
- (b) The requirement of Section 552.022 that a category of information listed under Section 552.022(a) is public information and not excepted from required disclosure under this chapter unless expressly confidential under law does not apply to information that is excepted from required disclosure under this section.

The purpose of section 552.104(a) is to protect the interests of a governmental body in situations such as competitive bidding and requests for proposals, where the governmental body may wish to withhold information in order to obtain more favorable offers. Significantly, it is not designed to protect the interests of private parties that submit information such as bids and proposals to governmental bodies. Because section 552.104(a) protects only the interests of governmental bodies, it is an exception that a governmental body may waive by, for example, disclosing the information to the public or failing to raise the exception within the ten-day deadline.

Generally, section 552.104(a) protects information from public disclosure if the governmental body demonstrates potential harm to its interests in a particular competitive situation. A general allegation of a remote possibility of harm is not sufficient to invoke section 552.104(a). Section 552.104(a) is frequently raised to protect information submitted to a governmental body in response to a competitive bidding notice or request for proposals. In this context, the protection of section 552.104(a) is temporal in nature. Generally, section 552.104(a) does not except bids from public disclosure after bidding is completed and the contract has been executed. However, bids may continue to be withheld from public disclosure during the period in which the governmental body seeks to clarify bids and bidders remain at liberty to furnish additional information. Section 552.104(a) does not apply when a single individual or entity is seeking a contract as there are no "competitors" for that contract. Note that even when section 552.104(a) does not

protect bids from required public disclosure, section 552.110 will require the governmental body to withhold any portions of those bids that contain trade secrets or other commercial or financial information that is made confidential by law.

In addition to protecting the actual bid proposals, section 552.104(a) may protect information related to the bidding process that is not part of a bid. Although early decisions of the attorney general concluded that section 552.104(a) does not protect the interests of governmental bodies when they engage in competition with private entities in the marketplace, this line of opinions has been reexamined. In Open Records Decision No. 593 (1991), the attorney general concluded that a governmental body may claim section 552.104(a) to withhold information to maintain its competitive advantage in the marketplace if the governmental body can demonstrate: (1) that it has specific marketplace interests and (2) the possibility of specific harm to these marketplace interests from the release of the requested information. A governmental body that demonstrates that section 552.104 applies to information may withhold that information even if it falls within one of the categories of information listed in section 552.022(a).

Is information within a bid request concerning historically underutilized businesses confidential?

In 1997, the Texas Legislature amended the Public Information Act to make confidential certain information about disadvantaged or historically underutilized businesses. General information about these businesses is confidential if it is submitted to a governmental body in connection with an application for certification as a historically underutilized or disadvantaged business. With two exceptions, this information may be disclosed only with the express written consent of the applicant or the applicant's agent.

Without such consent, this information may be disclosed to a state or local governmental entity for one of the following two purposes: (1) to verify an applicant's status as a historically underutilized or disadvantaged business; or (2) to conduct a study of public purchasing programs established under state law for historically underutilized or disadvantaged businesses.

It is important to note that this new law protects only the information submitted with an application for certification as a historically underutilized or disadvantaged business. The business's actual bid is subject to the same rules of disclosure as any other bid. Additionally, information submitted in connection with a specific proposed contractual relationship or within an application to be placed on a bidders' list would be accessible under usual open records provisions. Thus, this information may be accessible even though it involves data that would be confidential if it were contained in the entity's application for certification as a historically underutilized or disadvantaged business.

Must bidders be allowed to speak at a city council meeting to explain or defend their bids?

A bidder does not have any special right to speak at an open meeting of the city council. The Texas Attorney General has concluded that the Open Meetings Act does not give members of the public a right to speak at an open meeting. Further, if the city chooses to allow members of the public to speak at a council meeting, the council may make reasonable rules regulating the number of speakers on a particular subject and the length of each presentation. However, the city council should not discriminate between one speaker and another, and the rules should be applied equally to all members of the public. The only situation in which the city council may be required to allow members of the public to speak would be if state law requires a public hearing on an issue or if state law requires that public comment be allowed on a particular subject.

However, there is no such public hearing or comment requirement that is applicable to competitive bidding issues.